

CITY OF WESTLAKE



AGENDA

City Council Workshop Meeting

Wednesday, May 20, 2020 at 5:00 PM

VIA COMMUNICATIONS MEDIA TECHNOLOGY

This meeting shall be held in accordance with the Governor's Executive Order 2020-69. Due to COVID-19, and the need to ensure public health safety and welfare, this meeting conducted without a quorum of its members present physically or at any specific location and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes.

Members of the public may participate in the meeting through electronic means and may access as follows:

1. Join the Webex meeting from your computer, tablet or smartphone at the following link:

<https://cityofwestlake.my.webex.com/>

Meeting ID: 216 931 557

Password: hello

2. Participants may also dial in using your phone with any of the following number(s):

United States Toll: +1-408-418-9388

Meeting ID: 216 931 557

Public Comments will be accepted via an electronic comment card, at least 24 hours prior to the public meeting and also acknowledged during the meeting when participants utilize the "raise your hand" feature during the designated time. Procedures for Public Comment are provided via the City website:

<https://www.westlakegov.com/cityclerk/page/covid-19-public-meetings>

CITY COUNCIL:

Roger Manning, Mayor

Katrina Long Robinson, Vice Mayor

Patric Paul, Council Member – Seat 1

Kara Crump, Council Member – Seat 2

JohnPaul O'Connor, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager

Pam E. Booker, City Attorney

Zoie P. Burgess, City Clerk

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

WORKSHOP AGENDA

- [A.](#) City Hall Planning
- [B.](#) SID/CITY Relationship Interaction and Authority

CITY COUNCIL COMMENTS

- A. Councilman JohnPaul O'Connor
- B. Councilwoman Kara Crump
- C. Councilman Patric Paul
- D. Vice Mayor Katrina Long-Robinson
- E. Mayor Roger Manning

CITY MANAGER COMMENTS

CITY ATTORNEY COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **Regular City Council Meeting - June 8, 2020**

In accordance with the Americans with Disabilities Act, persons who need an accommodation in order to attend or participate in this meeting should contact the City Clerk at (561) 530-5880 at least three (3) business days prior to the meeting in order to request such assistance.

AGENDA POSTED: May 13, 2020



MEMO

TO: Mayor and Council
FROM: Ken Cassel, City Manager
DATE: April 30, 2020
RE: City Hall Planning

It is well understood that every municipality needs a location from which to provide services to their residents. Some of the questions to be answered include when to construct, where to locate, services provided, number of onsite personnel, number of meeting rooms, and the council chambers. This pandemic is making it very clear there is a significant paradigm shift about to occur in the delivery of services by municipalities.

Over the past year or more I have had multiple conversations with Mr. Carter regarding a site for a City Hall. He has committed to providing an appropriate site. I have also had several conversations with other city managers regarding their facilities and projections for the future. I have been able to determine an appropriate size of the proposed city hall from these conversations. For a population of approximately 15,000 people at build out, we will need a building of approximately 15,000 square feet. In consultation with the city planner and the city engineer it appears that a site of approximately 2.5 acres will be enough land to construct the City Hall. This size of city hall complex would be needed at buildout, so the question is what we can afford to construct and when. Below is an estimated (order of magnitude) cost for the facility and proposed timeline.

Building cost of a 15, 000 sq. ft. building with a cost per square foot at \$ 234.00 would be approximately \$ 3,500,000.00. Soft Cost (mobilization, overhead, contingency, legal & administrative, design, permitting and construction admin.) is estimated at \$2,326,000.00. Site work (Water, Wastewater, Stormwater, landscaping, irrigation, etc.) approximately \$712,000, for **a total projected budget for a City Hall of approximately \$6,548,000.** These numbers do not include any cost of issuance of bonds for the project

FY 2019 - 2020 Land – Have an agreement with Minto to provide approximately 2.5 acres of land to the City for a city hall to by the end of the fiscal year (Sept. 30th).

FY 2021-2023 – budget for design cost over three years. (approximately \$225,000.00 per year)

FY 2023 – 2024 - Design, Secure Bids and issue bonds for construction

FY 2024- 2026 – Construct City Hall

In addition to one on one meetings with the City Manager and finance team, the Council will need to have several workshops to discuss the plan and funding mechanisms available. Securing a City Hall by the tenth year after starting a new city is a significant achievement. I look forward to speaking with each of you regarding the proposed plan and any modification thereof.

THE CITY'S POWERS IN LANDPLANNING AND PLATTING



Summary of Issues



- The City is the specific and delegated authority as it relates to land planning and platting.
- SID has no authority in land planning and platting within the City.
- SID should not be permitted input on Plat recordation, much less be listed as an Obligee on the guarantee for Developer Performance
- This position is verified and confirmed by:
 - a. State Statutes
 1. Chapter 177, Florida Statutes- which governs platting
 2. The Home Rule Powers Act
 - b. The City's Charter
 - c. The Enabling Act of the Seminole Improvement District ("SID")
 - d. The Interlocal Agreement between the City and SID
 - e. The City's current Uniform Land Development Regulations – The PBC ULDC

Understanding the Structure and Framework of Government



- Our government is based on a hierarchy where the Federal Government is at the top of the pyramid and the local governing body is at the base
- The principals are that the most powerful reserves the powers it wants and those not specifically reserved, flow downward to the next lower level, and the process repeats.
- When it comes to land development regulations, in general terms, this power flows down to the local governing body.

The Hierarchy Visualized



Federal Government

The top of the Pyramid

State Government

Second position

County Government

Third position

City Government

Last position

(This position exists only if there is a municipality. In unincorporated areas, the last position is the County)

The City's Powers Come from the State



- As it relates to Platting, the State has spoken specifically through Statute. Chapter 177, Fla. Stat. vests the platting authority solely to the City. *See* Section 177.071, Fla. Stat.
- The remainder of the City's authority is derived from the Florida Home Rule Powers Act- this legislation essentially confirmed that the State was not reserving these powers, and thus the power passes to the municipality.

The City Exclusively Controls Platting



- The Statute that governs platting is Chapter 177 Fla. Stat.
- Chapter 177- is entitled “Land Boundaries”. Part I- is entitled “Platting”. Platting encompasses Sections 177.011-177.151
- Sections 177.031(4) and 177.071(1)(a) Fla. Stat defines and grants the **platting powers exclusively in the City to be exercised through its Council.**
- In statutory terms, “exclusively” means “exclusively”. It does not mean “including but not limited to”.

Section 177.031(1) (a), Fla. Stat. (verbatim)



177.031 Definitions.—

(4) “Governing body” means the board of county commissioners or the legal governing body of a county, municipality, town, or village of this state.

Section 177.071(1) (a), Fla. Stat. (verbatim)



177.071 Approval of plat by governing bodies.—

(1) Before a plat is offered for recording, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat. If not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation. For the purposes of this part:

(a) When the plat to be submitted for approval is located wholly within the boundaries of a municipality, **the governing body of the municipality has exclusive jurisdiction to approve the plat.**

(Emphasis added)

Additional Support of City's Powers to Require Guarantees for completion of Infrastructure in connection with Platting -177.031(9), Fla. Stat. (Verbatim)



F.S. 177.091(9)

(9) Monuments shall be set at all lot corners, points of intersection, and changes of direction of lines within the subdivision which do not require a “P.R.M.” or a “P.C.P.”; however, a monument need not be set if a monument already exists at such corner, point, or change of direction or when a monument cannot be set due to a physical obstruction. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, monuments may be set prior to the recording of the plat and must be set at the lot corners before the transfer of the lot. **In those counties or municipalities that require subdivision improvements and have the means of ensuring the construction of those improvements, such as bonding requirements, monuments shall be set prior to the expiration of the bond or other surety.** If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing who shall be allowed to place the monuments within the time allotted.

Additional Support of City's Powers to Require Guarantees for completion of Infrastructure -177.031(14), Fla. Stat. (Verbatim)



F.S. 177.031(14)

(14) “Plat or replat” means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this part and of any local ordinances.

The Structure of the City's Government



- The City has two branches of government: the Legislative (Council) and the Executive (the City Manager)
- The Council passes ordinances which become the law of the City.
- The Manager executes the directives and laws passed by the Council.
- A Councilperson is the representative elected by the people to represent them in our republic. **Every Councilperson has the duty to protect and represent the citizens who have entrusted them with their vote. This duty is to the citizens as a group and not with an individual citizen or a company. This is the fundamental and bedrock principal in a representative form of government.**

The City's Charter



- How the City exercises these powers is through its Charter.
- The Charter is essentially the “constitution” of the City.
- If the Charter provides that the City has a power, then that power rests with the City.

Charter Summary



- The City's Charter provides that if there is a doubt as to whether the City has a particular power- the Charter should be viewed to give the City the Power as opposed to restricting it. *See Section 4*
- The City Council has all planning functions, duties and authority to administer the Comprehensive Plan. *See Section 12(D)(1)*
- The City Council has the powers and duties of the planning commission, zoning authority and any boards of adjustment. *See Section 12 (D)(2)*

Section 4 of the Charter- (Direct Copy)



Section 4. - Municipal powers

The City shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City.

Section 12 (D)(1) and 12 (D)(2) (Direct Copy)



Section 12. - Transition Schedule

D. *Transitional comprehensive plan and land development regulations.*

1. Until such time as the City adopts a comprehensive plan, the applicable provisions of the Comprehensive Plan of Palm Beach County, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority to administer shall thereafter be vested in the City Council of Westlake which shall be deemed the local planning agency until the council establishes a separate local

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planning agency. Nothing in this Charter will divest any landowner in the City of development rights under existing zoning and land use approvals

2. All powers and duties of the planning commission, zoning authority, any boards of adjustment, and the County Commission of Palm Beach County, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council until such time as the City council delegates all or a portion thereof to another entity.

Section 13(H) of the Charter



- Section 13 (H) of the Charter does not give or take away any of the City's powers as it relates to Land Planning and Platting.
- Section 13 H of the Charter provides that The City shall not duplicate “functions or services” that are being provided by SID.
- **As will be discussed, if SID is not empowered to provide the service, the City cannot “duplicate it”. With regard to Platting and Land Development Regulations, SID is not empowered, and therefore the service cannot be duplicated.**

Section 13 (H) of the Charter- (Direct Copy)



H. *Non-Duplication of Services.* The City shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District at any time prior to the Transition Date. This provision does not impair the ability of the City to contract for fire rescue or law enforcement services as provided in Sections 13.A and 13.B, above.

The Powers of SID



- SID is a Special Improvement District.
- Its powers are derived from a specific act of the State Legislature, called the Enabling Act.
- Once again, if the Enabling Act does not grant SID a power, then SID does not have the power
- SID was enabled in 2000 in House Bill No. 1559

SID's Powers and Limitations




- The first relevant part of SID's powers, is the limitations placed on them. *See* Section 5(2) of the Enabling legislation.

Section 5. Powers of the District; compliance with county plans and regulations.—

(2) Notwithstanding any authority contained within this section, the development, operation, or maintenance of any District facilities or services shall comply with the adopted comprehensive plan for Palm Beach County and any adopted land development regulations or specialized plans adopted thereunder which apply within the geographic boundaries of the District.

SID Falls Under the Appropriate Governing Body, not above it



- The Title of Section 5 of the Enabling Act “Compliance with County Plans and Regulations” clearly shows that the SID must comply with the Land Development Regulations of another entity (i.e. the County). The body of Section 5 confirms this.
- At the time of SID’s creation in 2000 there was no City of Westlake. It was “unincorporated Palm Beach County. Thus, under the governmental structure, the County was the local government.
- Upon the incorporation of the City of Westlake, The City of Westlake became the “Governing Body” and SID must follow the City’s Land Development regulations.

SID's Ability To Construct Roads Is Also Limited



- SID's ability to construct roads are specifically limited to those that are both “necessary **and** convenient”. In interpreting a statute, the use of “and” means “both”. The use of the word “or” means “either”. *See* Section 5 (1)(f) of its Enabling Act.

Section 5. Powers of the District; compliance with county plans and regulations.—

(1) Said District shall have the following powers:

(f) To construct, improve, pave, and maintain roadways and roads necessary and convenient for the exercise of the powers or duties or any of the powers or duties of said District or the supervisors thereof; and to include as a component of roads, parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of a modern road system;

The Interlocal Agreement (“ILA”) and it’s Limitations



- The City entered into an agreement with SID called an Interlocal Agreement (“ILA”). The ILA is an agreement between two or more governmental agencies that is created to use resources efficiently. It is a “contract” between two governmental entities.
- The ILA references and/or attaches the City Charter and the Enabling Act as an Exhibit, thus they are part of the Agreement
- In the ILA, SID also acknowledges that it does not have any planning or zoning authority; that the City’s powers under home rule and make planning, zoning or other land use decisions are solely the City’s . The parties are also not even permitted to review items or matters to which they do not have jurisdiction. *See* Sections 6, 18(c), 18(f), and 32(a) of the ILA

Section 6 of the ILA (Direct Copy)



Nothing in this Agreement shall be construed to restrict Westlake's home rule powers, police powers, or Westlake's authority to amend its Comprehensive Plan and make planning, zoning, or other land use decisions.

Section 18(f) of the ILA (Direct Copy)



- f. Each Party shall only review those items or matters over which it has jurisdiction, and no party shall deny a permit or authorization on grounds over which it has no jurisdiction.

Section 18(c) of the ILA (Direct Copy)



- c. Westlake has the exclusive authority to set requirements and standards for, approve, and issue permits or authorizations for all comprehensive planning, zoning and land development activities not falling within SID's area of authority as set forth above.

Applicants applying for permits or authorizations under Westlake shall file with the City of Westlake...

Section 32(a) of the ILA (Direct Copy)



32. Miscellaneous

- a. **SID Powers.** SID acknowledges that it does not have planning or zoning authority, home rule or general police powers, and nothing in this Agreement shall be read or interpreted to mean otherwise.

Section 14(a) of the ILA (Direct Copy)



- This section is almost a verbatim copy of Section of SID's Enabling Act and contains the same “**necessary and convenient**” language.

14. Roadways and Transportation Infrastructure

- a. SID shall have the ability, within the Service Area, to construct, improve, pave, and maintain roads necessary and convenient for the exercise of the powers or duties of SID as provided for in the Water Control Plan; and to include as a component of roads, parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of modern

road systems. Westlake may own any roads within the Service Area and SID may transfer ownership of roads within the Service Area to Westlake.

The PBC ULDC



- The City has adopted the PBC ULDC as its current land development regulations. ULDC actually stands for the Uniform Land Development Code. These powers now rest solely in the City.
- The PBC ULDC is a maze of regulations that consistently refer to other sections of the ULDC within sections, making quotations and understandings more difficult to cut and paste.
- With that being said; the summary is that in order to get a plat recorded: 1. The infrastructure must already exist. *See Sections 11. A.8. F.1*
- If the infrastructure does not yet exist: 1. It can be built by the **Developer** prior to plat recordation; or 2. Absent completing the infrastructure, it must be guaranteed by the **Developer**. *See Section 11.E.1.A.*
- The **Developer's** guarantee may be by 1. Cash Bond; 2. Letter of Credit; or 3. Performance Bond. *See Section 11.B.2.A.6*
- The amount of the is determined by the Developer's Engineer, or by the City Engineer who may use the contract amount for the work. *See Section 11.B.1.B.4.*

Section 11.B.2.A.6 PBC ULDC



6. Guarantees

All guarantees required pursuant to [Art. 11.E.1.A, Minimum Required Improvements for All Subdivisions](#), shall be in one of the forms prescribed in the Land Development Forms Manual or in an alternate form approved by the County Attorney. The initial guarantee shall be in an amount equal to 110 percent of the construction cost of the required improvements. The guarantee shall be in one of the following types: [Ord. 2014-025]

a. Cash Bond

Completion of the required improvements may be secured by cash deposited by the developer with PBC or in an account subject to the control of PBC in accordance with an agreement on such deposit or account. The developer shall be entitled to receive any interest earned on such deposit or account.

b. Letter of Credit

Completion of the required improvements may be secured by a clean irrevocable letter of credit issued to PBC in accordance with the PBC Letter of Credit Policy. The expiration date of the letter of credit shall be at least three months after the completion date for construction of required improvements pursuant to the initial Land Development Permit or any subsequent extension thereto.

c. Performance or Surety Bond

Completion of the required improvements may be secured by a performance or surety bond obtained from a company acceptable to PBC in accordance with the PBC policy on performance bonds. It shall guaranty that all work will be completed in full accordance with the approved Land Development Permit.

Section 11.E. 1.A PBC ULDC



CHAPTER E REQUIRED IMPROVEMENTS

Section 1 Required Improvements

A. Minimum Required Improvements for All Subdivisions

Except when waived pursuant to [Art. 11.A.8.F, Exceptions to Installation of Improvements Requirement](#), the improvements set out herein shall be the minimum required improvements for all subdivisions in order to provide the physical improvements necessary to implement certain performance standards, objectives, and policies of the Capital Improvement Element and other Elements of the Plan. These required improvements shall be installed prior to recordation of the corresponding plat or certified boundary survey unless the developer furnishes a guarantee assuring their installation in accordance with the provisions of this Article. Except as provided in this Section, the cost of all required improvements shall be guaranteed.

[Ord. 2011-016] [Ord. 2014-025]

Section 11.A.8.F.1 PBC ULDC



F. Exceptions to Installation of Improvements Requirement

If, after review of the Preliminary Subdivision Plan, the County Engineer determines that certain improvements already existing on the proposed subdivision site are adequate to meet the intent of the required improvements requirement of this Article, the installation of those required improvements may be waived.

1. Application for Required Improvement Installation Waiver

The developer shall submit a Preliminary Subdivision Plan, or when approved a certified abstracted boundary survey, together with a statement demonstrating that the applicable improvement(s) and

associated dedications existing on the land and serving the proposed lot(s) are substantially in accordance with the requirements of this Article. **[Ord. 2014-025]**

Conclusion



- The City is the specific and delegated authority as it relates to land planning and platting.
- SID has no authority in land planning and platting within the City.
- SID should not be permitted input on Plat recordation, much less be listed as an Obligee on the guarantee for Developer Performance
- This position is verified and confirmed by:
 - a. State Statutes
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 - e. The City's current Uniform Land Development Regulations – The PBC ULDC

THE CITY'S POWERS IN LANDPLANNING AND PLATTING



Select Year:

The 2019 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 177](#)
LAND BOUNDARIES
CHAPTER 177
LAND BOUNDARIES

[View Entire Chapter](#)

PART I
PLATTING
(ss. 177.011-177.151)

PART II
COASTAL MAPPING
(ss. 177.25-177.40)

PART III
RESTORATION OF CORNERS
(ss. 177.501-177.510)

PART I
PLATTING

- 177.011 Purpose and scope of part I.
- 177.021 Legal status of recorded plats.
- 177.031 Definitions.
- 177.041 Boundary survey and title opinion or property information report required.
- 177.051 Name and replat of subdivision.
- 177.061 Qualification and statement required.
- 177.071 Approval of plat by governing bodies.
- 177.081 Dedication and approval.
- 177.085 Platted streets; reversionary clauses.
- 177.086 Installation of cul-de-sacs.
- 177.091 Plats made for recording.
- 177.101 Vacation and annulment of plats subdividing land.
- 177.111 Instructions for filing plat.
- 177.121 Misdemeanor to molest monument or deface or destroy map or plat.
- 177.131 Recordation of the Department of Transportation official right-of-way maps and other governmental

right-of-way maps.

177.132 Preservation of unrecorded maps.

177.141 Affidavit confirming error on a recorded plat.

177.142 Renaming of subdivisions and streets on plats and maps.

177.151 State plane coordinate.

177.011 Purpose and scope of part I.—This part shall be deemed to establish consistent minimum requirements, and to create such additional powers in local governing bodies, as herein provided to regulate and control the platting of lands. This part establishes minimum requirements and does not exclude additional provisions or regulations by local ordinance, laws, or regulations.

History.—s. 1, ch. 71-339; s. 33, ch. 79-164.

177.021 Legal status of recorded plats.—The recording of any plats made in compliance with the provisions of this part shall serve to establish the identity of all lands shown on and being a part of such plats, and lands may thenceforth be conveyed by reference to such plat.

History.—s. 1, ch. 71-339; s. 1, ch. 98-20.

177.031 Definitions.—As used in this part:

- (1) “Alley” means a right-of-way providing a secondary means of access and service to abutting property.
- (2) “Block” includes “tier” or “group” and means a group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter, or other name through which it may be identified.
- (3) “Board” means any board appointed by a municipality, county commission, or state agency, such as the planning and zoning board, area planning board, or the governing board of a drainage district.
- (4) “Governing body” means the board of county commissioners or the legal governing body of a county, municipality, town, or village of this state.
- (5) “Cul-de-sac” means a street terminated at the end by a vehicular turnaround.
- (6) “Developer” means the owners of record executing the dedication required by s. 177.081 and applying for approval of a plat of a subdivision pursuant to this part.
- (7)(a) “Easement” means any strip of land created by a subdivider for public or private utilities, drainage, sanitation, or other specified uses having limitations, the title to which shall remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude.
- (b) “Public utility” includes any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, or telephone line, whether underground or overhead.
- (8) “Survey data” means all information shown on the face of a plat that would delineate the physical boundaries of the subdivision and any parts thereof.
- (9) “Improvements” may include, but are not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street names, signs, landscaping, permanent reference monuments (P.R.M.s), permanent control points (P.C.P.s), monuments, or any other improvement required by a governing body.
- (10) “Professional surveyor and mapper” means a surveyor and mapper registered under chapter 472 who is in good standing with the Board of Professional Surveyors and Mappers.
- (11) “Lot” includes tract or parcel and means the least fractional part of subdivided lands having limited fixed boundaries, and an assigned number, letter, or other name through which it may be identified.

(12) "Municipality" means any incorporated city, town, or village.

(13) "P.C.P." means permanent control point and shall be considered a reference monument.

(a) "P.C.P.s" set in impervious surfaces must:

1. Be composed of a metal marker with a point of reference.

2. Have a metal cap or disk bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable and the letters "P.C.P."

(b) "P.C.P.s" set in pervious surfaces must:

1. Consist of a metal rod having a minimum length of 18 inches and a minimum cross-section area of material of 0.2 square inches. In certain materials, encasement in concrete is optional for stability of the rod. When used, the concrete shall have a minimum cross-section area of 12.25 square inches and be a minimum of 24 inches long.

2. Be identified with a durable marker or cap with the point of reference marked thereon bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable and the letters "P.C.P."

(c) "P.C.P.s" must be detectable with conventional instruments for locating ferrous or magnetic objects.

(14) "Plat or replat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this part and of any local ordinances.

(15) "P.R.M." means a permanent reference monument which must:

(a) Consist of a metal rod having a minimum length of 18 inches and a minimum cross-section area of material of 0.2 square inches. In certain materials, encasement in concrete is optional for stability of the rod. When used, the concrete shall have a minimum cross-section area of 12.25 square inches and be a minimum of 24 inches long.

(b) Be identified with a durable marker or cap with the point of reference marked thereon bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable and the letters "P.R.M."

(c) Be detectable with conventional instruments for locating ferrous or magnetic objects.

If the location of the "P.R.M." falls in a hard surface such as asphalt or concrete, alternate monumentation may be used that is durable and identifiable.

(16) "Right-of-way" means land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

(17) "Street" includes any access way such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place, or cul-de-sac, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved, but shall not include those access ways such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines, drainage and sanitary sewers, and easements of ingress and egress.

(18) "Subdivision" means the division of land into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

(19) “State plane coordinates” means the system of plane coordinates which has been established by the National Ocean Service for defining and stating the positions or locations of points on the surface of the earth within the state and shall hereinafter be known and designated as the “Florida State Plane Coordinate System.” For the purpose of the use of this system, the zones established by the National Ocean Service in NOAA Manual NOS NGS 5, State Plane Coordinate System of 1983, shall be used, and the appropriate projection and zone designation shall be indicated and included in any description using the Florida State Plane Coordinate System.

(20) Surveying data:

(a) “Point of curvature,” written “P.C.,” means the point where a tangent circular curve begins.

(b) “Point of tangency,” written “P.T.,” means the point where a tangent circular curve ends and becomes tangent.

(c) “Point of compound curvature,” written “P.C.C.,” means the point where two circular curves have a common point of tangency, the curves lying on the same side of the common tangent.

(d) “Point of reverse curvature,” written “P.R.C.,” means the point where two circular curves have a common point of tangency, the curves lying on opposite sides of the common tangent.

(21) “Legal entity” means an entity that holds a certificate of authorization issued under chapter 472, whether the entity is a corporation, partnership, association, or person practicing under a fictitious name.

(22) “Monument” means a survey marker which must:

(a) Be composed of a durable material.

(b) Have a minimum length of 18 inches.

(c) Have a minimum cross-section area of material of 0.2 square inches.

(d) Be identified with a durable marker or cap bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable.

(e) Be detectable with conventional instruments for locating ferrous or magnetic objects.

If the location of the monument falls in a hard surface such as asphalt or concrete, alternate monumentation may be used that is durable and identifiable.

History.—s. 1, ch. 71-339; s. 2, ch. 72-29; s. 49, ch. 73-333; s. 6, ch. 82-179; s. 49, ch. 83-217; s. 42, ch. 91-45; s. 101, ch. 94-119; s. 1452, ch. 95-147; s. 2, ch. 98-20; s. 3, ch. 2004-366.

177.041 Boundary survey and title opinion or property information report required.—Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by:

(1) A boundary survey of the platted lands. However, a new boundary survey for a replat is required only when the replat affects any boundary of the previously platted property or when improvements which may affect the boundary of the previously platted property have been made on the lands to be replatted. The boundary survey must be performed and prepared under the responsible direction and supervision of a professional surveyor and mapper preceding the initial submittal of the plat to the local governing body. This subsection does not restrict a legal entity from employing one professional surveyor and mapper to perform and prepare the boundary survey and another professional surveyor and mapper to prepare the plat.

(2) A title opinion of an attorney at law licensed in Florida or a property information report showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or property information report must also show all mortgages not satisfied or released of record nor otherwise terminated by law.

History.—s. 1, ch. 71-339; s. 1, ch. 72-77; s. 1, ch. 88-48; s. 3, ch. 98-20; s. 1, ch. 99-288; s. 1, ch. 2017-132.

177.051 Name and replat of subdivision.—

(1) Every subdivision shall be given a name by which it shall be legally known. For the purpose of this section, that name is the “primary name.” The primary name shall not be the same or in any way so similar to any name appearing on any recorded plat in the same county as to confuse the records or to mislead the public as to the identity of the subdivision, except when the subdivision is further divided as an additional unit or section by the same developer or the developer’s successors in title. In that case, the additional unit, section, or phase shall be given the primary name followed by the unit, section, or phase number. Words such as “the,” “replat,” or “a” may not be used as the first word of the primary name. Every subdivision’s name shall have legible lettering of the same size and type, including the words “section,” “unit,” or “phase.” If the word “replat” is not part of the primary name, then it may be of a different size and type. The primary name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision name.

(2) Any change in a plat, except as provided in s. 177.141, shall be labeled a “replat,” and a replat must conform with this part. After the effective date of this act, the terms “amended plat,” “revised plat,” “corrected plat,” and “resubdivision” may not be used to describe the process by which a plat is changed.

History.—s. 1, ch. 71-339; s. 935, ch. 95-147; s. 4, ch. 98-20.

177.061 Qualification and statement required.—Every plat offered for recording pursuant to the provisions of this part must be prepared by a professional surveyor and mapper. The plat must be signed and sealed by that professional surveyor and mapper, who must state on the plat that the plat was prepared under his or her direction and supervision and that the plat complies with all of the survey requirements of this part. Every plat must also contain the printed name and registration number of the professional surveyor and mapper directly below the statement required by this section, along with the printed name, address, and certificate of authorization number of the legal entity, if any. A professional surveyor and mapper practicing independently of a legal entity must include his or her address.

History.—s. 1, ch. 71-339; s. 102, ch. 94-119; s. 1453, ch. 95-147; s. 5, ch. 98-20.

177.071 Approval of plat by governing bodies.—

(1) Before a plat is offered for recording, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat. If not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation. For the purposes of this part:

(a) When the plat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.

(b) When a plat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.

(c) When a plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its boundaries, unless the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

(2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

History.—s. 1, ch. 71-339; s. 1, ch. 76-110; s. 1, ch. 77-152; s. 1, ch. 77-278; s. 103, ch. 94-119; s. 1, ch. 95-176; s. 6, ch. 98-20.

177.081 Dedication and approval.—

(1) Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.

(2) Every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. All mortgagees having a record interest in the lands subdivided shall execute, in the same manner in which deeds are required to be executed, either the dedication contained on the plat or a separate instrument joining in and ratifying the plat and all dedications and reservations thereon.

(3) When a tract or parcel of land has been subdivided and a plat thereof bearing the dedication executed by the owners of record and mortgagees having a record interest in the lands subdivided, and when the approval of the governing body has been secured and recorded in compliance with this part, all streets, alleys, easements, rights-of-way, and public areas shown on such plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.

History.—s. 1, ch. 71-339; s. 2, ch. 79-86; s. 7, ch. 98-20; s. 2, ch. 99-288.

177.085 Platted streets; reversionary clauses.—

(1) When any owner of land subdivides the land and dedicates streets, other roadways, alleys or similar strips on the map or plat, and the dedication contains a provision that the reversionary interest in the street, roadway, alley or other similar strip is reserved unto the dedicator or his or her heirs, successors, assigns, or legal representative, or similar language, and thereafter conveys abutting lots or tracts, the conveyance shall carry the reversionary interest in the abutting street to the centerline or other appropriate boundary, unless the owner clearly provides otherwise in the conveyance.

(2) As to all plats of subdivided lots heretofore recorded in the public records of each county, the holder of any interest in any reversionary rights in streets in such plats, other than the owners of abutting lots, shall have 1 year from July 1, 1972, to institute suit in a court of competent jurisdiction in this state to establish or enforce the right, and failure to institute the action within the time shall bar any right, title or interest, and all right of forfeiture or reversion shall thereupon cease and determine, and become unenforceable.

History.—ss. 1, 2, ch. 72-257; s. 50, ch. 73-333; s. 936, ch. 95-147.

177.086 Installation of cul-de-sacs.—In the event a municipality or county installs a cul-de-sac on a street or road under its jurisdiction and thereby discontinues use of any existing street or road right-of-way, such discontinuance shall not operate to abandon or vacate the unused right-of-way unless the governing body of the municipality or county adopts a resolution or ordinance, as appropriate, vacating the unused right-of-way.

History.—s. 73, ch. 87-243.

177.091 Plats made for recording.—Every plat of a subdivision offered for recording shall conform to the following:

- (1) It must be:
 - (a) An original drawing made with black permanent drawing ink; or

(b) A nonadhered scaled print on a stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency.

Marginal lines, standard certificates and approval forms shall be printed on the plat with a permanent black drawing ink. A print or photographic copy of the original drawing must be submitted with the original drawing.

(2) The size of each sheet shall be determined by the local governing body and shall be drawn with a marginal line, or printed when permitted by local ordinance, completely around each sheet and placed so as to leave at least a 1/2-inch margin on each of three sides and a 3-inch margin on the left side of the plat for binding purposes.

(3) When more than one sheet must be used to accurately portray the lands subdivided, an index or key map must be included and each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled matchlines to show where other sheets match or adjoin.

(4) In all cases, the letter size and scale used shall be of sufficient size to show all detail. The scale shall be both stated and graphically illustrated by a graphic scale drawn on every sheet showing any portion of the lands subdivided.

(5) The name of the plat shall be shown in bold legible letters, as stated in s. 177.051. The name of the subdivision shall be shown on each sheet included. The name of the professional surveyor and mapper or legal entity, along with the street and mailing address, must be shown on each sheet included.

(6) A prominent "north arrow" shall be drawn on every sheet included showing any portion of the lands subdivided. The bearing or azimuth reference shall be clearly stated on the face of the plat in the notes or legend, and, in all cases, the bearings used shall be referenced to some well established and monumented line.

(7) Permanent reference monuments must be placed at each corner or change in direction on the boundary of the lands being platted and may not be more than 1,400 feet apart. Where such corners are in an inaccessible place, "P.R.M.s" shall be set on a nearby offset within the boundary of the plat and such offset shall be so noted on the plat. Where corners are found to coincide with a previously set "P.R.M.," the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity on the previously set "P.R.M." shall be shown on the new plat or, if unnumbered, shall so state. Permanent reference monuments shall be set before the recording of the plat. The "P.R.M.s" shall be shown on the plat by an appropriate symbol or designation.

(8) Permanent control points shall be set on the centerline of the right-of-way at the intersection and terminus of all streets, at each change of direction, and no more than 1,000 feet apart. Such "P.C.P.s" shall be shown on the plat by an appropriate symbol or designation. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, "P.C.P.s" may be set prior to the recording of the plat and must be set within 1 year of the date the plat was recorded. In the counties or municipalities that require subdivision improvements and have the means of insuring the construction of said improvements, such as bonding requirements, "P.C.P.s" must be set prior to the expiration of the bond or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing to place the "P.C.P.s" within the time allotted.

(9) Monuments shall be set at all lot corners, points of intersection, and changes of direction of lines within the subdivision which do not require a "P.R.M." or a "P.C.P."; however, a monument need not be set if a monument already exists at such corner, point, or change of direction or when a monument cannot be set due to a physical obstruction. In those counties or municipalities that do not require subdivision improvements and do not accept

bonds or escrow accounts to construct improvements, monuments may be set prior to the recording of the plat and must be set at the lot corners before the transfer of the lot. In those counties or municipalities that require subdivision improvements and have the means of ensuring the construction of those improvements, such as bonding requirements, monuments shall be set prior to the expiration of the bond or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing who shall be allowed to place the monuments within the time allotted.

(10) The section, township, and range shall appear immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.

(11) Each plat shall show a description of the lands subdivided, and the description shall be the same in the title certification. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.

(12) The dedications and approvals required by ss. 177.071 and 177.081 must be shown.

(13) The circuit court clerk's certificate and the professional surveyor and mapper's seal and statement required by s. 177.061 shall be shown.

(14) All section lines and quarter section lines occurring within the subdivision shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning, shall be indicated. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries are to be defined by metes and bounds and courses.

(15) Location, width, and names of all streets, waterways, or other rights-of-way shall be shown, as applicable.

(16) Location and width of proposed easements and existing easements identified in the title opinion or property information report required by s. 177.041(2) must be shown on the plat or in the notes or legend, and their intended use shall be clearly stated. Where easements are not coincident with property lines, they must be labeled with bearings and distances and tied to the principal lot, tract, or right-of-way.

(17) All contiguous properties shall be identified by subdivision title, plat book, and page, or, if unplatted, land shall be so designated. If the subdivision platted is a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a replat shall be stated as a subtitle under the name of the plat on each sheet included. The subtitle must state the name of the subdivision being replatted and the appropriate recording reference.

(18) All lots shall be numbered either by progressive numbers or, if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.

(19) Sufficient survey data shall be shown to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data, with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much certainty as can be determined or as "more or less," if variable. Lot, block, street, and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to

horizontal plane and in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology. All measurements shall use the $39.37 \div 12 = 3.28083333333$ equation for conversion from a U.S. foot to meters.

(20) Curvilinear lot lines shall show the radii, arc distances, and central angles. Radial lines will be so designated. Direction of nonradial lines shall be indicated.

(21) Sufficient angles, bearings, or azimuth to show direction of all lines shall be shown, and all bearings, angles, or azimuth shall be shown to the nearest second of arc.

(22) The centerlines of all streets shall be shown as follows: noncurved lines: distances together with either angles, bearings, or azimuths; curved lines: arc distances, central angles, and radii, together with chord and chord bearing or azimuths.

(23) Park and recreation parcels as applicable shall be so designated.

(24) All interior excepted parcels as described in the description of the lands being subdivided shall be clearly indicated and labeled "Not a part of this plat."

(25) The purpose of all areas dedicated must be clearly indicated or stated on the plat.

(26) When it is not possible to show line or curve data information on the map, a tabular form may be used. The tabular data must appear on the sheet to which it applies.

(27) The plat shall include in a prominent place the following statements: "NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

(28) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

(29) A legend of all symbols and abbreviations shall be shown.

History.—s. 1, ch. 71-339; s. 51, ch. 73-333; s. 1, ch. 87-266; s. 3, ch. 87-349; s. 1, ch. 90-320; s. 104, ch. 94-119; s. 1454, ch. 95-147; s. 8, ch. 98-20; s. 6, ch. 99-259; s. 3, ch. 99-288; s. 2, ch. 2017-132.

177.101 Vacation and annulment of plats subdividing land.—

(1) Whenever it is discovered, after the plat has been recorded in the public records, that the developer has previously caused the lands embraced in the second plat to be differently subdivided under and by virtue of another plat of the same identical lands, and the first plat was also filed of public record at an earlier date, and no conveyances of lots by reference to the first plat so filed appears of record in such county, the governing body of the county is authorized and directed to and shall, by resolution, vacate and annul the first plat of such lands appearing of record upon the application of the developer of such lands under the first plat or upon application of the owners of all the lots shown and designated upon the second and subsequent plat of such lands, and the circuit court clerk of the county shall thereupon make proper notation of the annulment of such plat upon the face of such annulled plat.

(2) Whenever it is discovered that after the filing of a plat subdividing a parcel of land located in the county,

the developer of the lands therein and thereby subdivided did cause such lands embraced in said plat, or a part thereof, to be again and subsequently differently subdivided under another plat of the same and identical lands or a part thereof, which said second plat was also filed at a later date; and it is further made to appear to the governing body of the county that the filing and recording of the second plat would not materially affect the right of convenient access to lots previously conveyed under the first plat, the governing body of the county is authorized by resolution to vacate and annul so much of the first plat of such lands appearing of record as are included in the second plat, upon application of the owners and developer of such lands under the first plat or their successors, grantees, or assignees, and the circuit court clerk of the county shall thereupon make proper notation of the action of the governing body upon the face of the first plat. The approval of a replat by the governing body of a local government, which encompasses lands embraced in all or part of a prior plat filed of public record shall, upon recordation of the replat, automatically and simultaneously vacate and annul all of the prior plat encompassed by the replat.

(3) The governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

(4) Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid. For the purpose of the tax collector's certification that state, county, and municipal taxes have been paid, the taxes shall be deemed to have been paid if, in addition to any partial payment under s. 194.171, the owner of the platted lands sought to be vacated shall post a cash bond, approved by the tax collector of the county where the land is located and by the Department of Revenue, conditioned to pay the full amount of any judgment entered pursuant to s. 194.192 adverse to the person making partial payment, including all costs, interest, and penalties. The circuit court shall fix the amount of said bond by order, after considering the reasonable timeframe for such litigation and all other relevant factors; and a certified copy of such approval, order, and cash bond shall be attached to the application. If such tract or parcel of land is within the corporate limits of any incorporated city or town, the governing body of the county shall be furnished with a certified copy of a resolution of the town council or city commission, as the case may be, showing that it has already by suitable resolution vacated such plat or subdivision or such part thereof sought to be vacated.

(5) Every such resolution by the governing body shall have the effect of vacating all streets and alleys which have not become highways necessary for use by the traveling public. Such vacation shall not become effective until a certified copy of such resolution has been filed in the offices of the circuit court clerk and duly recorded in the public records of said county.

(6) All resolutions vacating plats by the governing body of a county prior to September 1, 1971, are hereby validated, ratified, and confirmed. Such resolutions shall have the same effect as if the plat had been vacated after September 1, 1971.

History.—s. 1, ch. 71-339; s. 1, ch. 79-86; s. 32, ch. 87-224; s. 9, ch. 98-20.

177.111 Instructions for filing plat.—After the approval by the appropriate governing body required by s. 177.071, the plat shall be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they shall not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat at a reasonable fee.

History.—s. 1, ch. 71-339; s. 1, ch. 76-110; s. 937, ch. 95-147; s. 7, ch. 99-259.

177.121 Misdemeanor to molest monument or deface or destroy map or plat.—It is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, for any person to molest any monuments established according to this part or to deface or destroy any map or plat placed on public record.

History.—s. 1A, ch. 71-339; s. 10, ch. 98-20.

177.131 Recordation of the Department of Transportation official right-of-way maps and other governmental right-of-way maps.—

(1) The circuit court clerk of a county shall record in the public land records of the county any map prepared and adopted by the Department of Transportation or any other governmental entity as its official right-of-way map after the same has been approved by the appropriate governmental authority. The clerk shall use special plat books provided by the appropriate governmental authority for such maps, which shall be kept with other plat books. The clerk shall make available to the public a full size copy of the right-of-way maps at a reasonable fee.

(2) Sections 177.011-177.121 of this part are not applicable to this section. Upon request of the clerk, the Department of Transportation shall furnish without charge a reproducible copy of its right-of-way maps.

History.—s. 1, ch. 71-339; s. 11, ch. 98-20.

177.132 Preservation of unrecorded maps.—

(1) The clerk of the circuit court of a county may receive and copy, as unrecorded maps, otherwise unrecorded plats and maps, including sales maps, which describe or illustrate the boundaries and subdivision of parcels of land, but which do not necessarily indicate proper metes and bounds or otherwise comply with the recording requirements of this part. The receipt and copying of such documents shall not affect or impair the title to the property in any manner, nor shall it be construed as actual or constructive notice, but shall be for informational purposes only and shall not be referred to for the purpose of conveying property or for circumventing the lawful regulation and control of subdividing lands by local governing bodies. The clerk may maintain a separate book or other filing process provided by the county for this purpose. The clerk shall make reproductions of these copies available to the public at a reasonable fee.

(2) Sections 177.021-177.121 of this part shall not apply to this section.

History.—s. 2, ch. 76-110; s. 12, ch. 98-20.

177.141 Affidavit confirming error on a recorded plat.—In the event an error or omission in the data shown on any plat duly recorded under the provisions of this part is detected by subsequent examination or revealed by a retracement of the original survey of the lands shown on such recorded plat, the professional surveyor and mapper or legal entity responsible for the survey and the preparation of the plat as recorded may file an affidavit confirming that such error or omission was made. If applicable, the affidavit must state that the professional surveyor and mapper or legal entity has made a resurvey of the subject property in the recorded subdivision within the last 10 days and that no evidence existed on the ground that would conflict with the

corrections as stated in the affidavit. The affidavit shall describe the nature and extent of such error or omission and the appropriate correction that in the affiant's professional opinion should be substituted for the erroneous data shown on the plat or added to the data on the plat. When such an affidavit is filed, it is the duty of the circuit court clerk to record the affidavit, and he or she must place in the margin of the recorded plat a notation that the affidavit has been filed, the date of filing, and the official book and page where it is recorded. The notation must also be placed on all copies of the plat used for reproduction purposes. The affidavit shall have no effect upon the validity of the plat.

History.—s. 1, ch. 71-339; s. 7, ch. 82-179; s. 105, ch. 94-119; s. 1455, ch. 95-147; s. 13, ch. 98-20.

177.142 Renaming of subdivisions and streets on plats and maps.—If the local governing body determines that a subdivision, street, or other name appearing on a recorded plat or map or an unrecorded map maintained by the clerk of the circuit court pursuant to s. 177.132 constitutes an ethnic or racial slur, the local governing body is authorized to change that name by ordinance. The clerk of the circuit court of the county shall place in the margin of the plat or map a notation that an ordinance has been passed changing the name, the date of the name change, and the book and page in the public records where the ordinance is recorded.

History.—s. 2, ch. 95-176.

177.151 State plane coordinate.—

(1) Coordinates may be used to define or designate the position of points on the surface of the earth within the state for land descriptions and subdivision purposes, provided the initial point in the description shall be tied to the nearest government corner or other recorded and well established corner. The state plane coordinates of a point on the earth's surface, to be used in expressing the position or location of such point in the appropriate projection and zone system, shall consist of two distances, expressed in meters or feet and decimals of the same. One position, to be known as the "Northing," shall give the position in a north and south direction; the other, to be known as the "Easting," shall give the position in an east and west direction. These coordinates shall be made to depend upon and conform to the origins and projections on the Florida State Plane Coordinate System and the geodetic control stations of the National Ocean Service within the state, as those origins and projections have been determined by such service. When any tract of land to be defined by a single description extends from one into the other of the above projections or zones, the positions of all points on its boundary may be referred to either of the zones or projections, with the zone and projection being used specifically named in the description.

(2) The position of points on the Florida State Plane Coordinate System shall be as marked on the ground by geodetic control stations established in conformity with standards adopted by the National Ocean Service for first-order and second-order work, the geodetic positions of which have been rigidly adjusted on the North American Datum of 1983, as readjusted in 1990, and the coordinates of which have been computed on the Florida State Plane Coordinate System. Any such station may be used for establishing a survey connection with the Florida State Plane Coordinate System.

History.—s. 1, ch. 71-339; s. 161, ch. 92-152; s. 106, ch. 94-119; s. 14, ch. 98-20.

PART II COASTAL MAPPING

177.25 Short title.

177.26 Declaration of policy.

177.27 Definitions.

SUBDIVISION IMPROVEMENT PERFORMANCE BOND

BOND # 80183493

KNOWN ALL MEN BY THESE PRESENTS: That ***MINTO PBLH, LLC***, a Florida Limited Liability Company, having an address of c/o Minto Communities, LLC, 4400 W. Sample Road, Suite 200, Coconut Creek, FL 33073, as Principals, and ***THE GUARANTEE COMPANY OF NORTH AMERICA USA*** having an address of One Towne Square, Suite 1470, Southfield MI 48076, as corporation, existing under the laws of the State of Florida, and having complied with all requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State, as Surety, are held and firmly bound unto the ***CITY OF WESTLAKE***, a political subdivision of the State of Florida, hereinafter referred to as "City", in the full and just sum of **One Million One Hundred Seventy One Thousand, Five Hundred Thirteen and 63/100** dollars (**\$1,171,513.63**), lawful money of the United States of America, the payment of which the Principal and the Surety, jointly and severally, firmly bind themselves, their heirs, executors, administrators, successors or assigns respectively by these presents.

WITNESSETH

WHEREAS, the City's interim Subdivision Regulations, established procedures and for the surveying and platting thereof; requiring the installation of certain improvements (the "Required Improvements") and providing penalties for violations, among other things; and

WHEREAS, a final plat of a subdivision within the jurisdiction of the City of Westlake shall not be recorded until the Developer(Principal) has installed the Required Improvements or has guaranteed to the satisfaction of the City such improvements will be installed; and

WHEREAS, Principal requests the recording of a certain plat of a subdivision in Westlake, Florida, to be known "Ilex Way – Phase III," a road subdivision; and

WHEREAS, the Required Improvements of said subdivision are to be installed after recordation of said plat under guarantees posted with the City.

NOW, THEREFORE, in consideration of the Principal's obligations for subdivision improvements, as set forth herein, and to gain approval of the City to record said plat, the Principal, Surety and City agree as follows:

1. The Principal agrees to, within 12 months from and after the date of recording of said plat, to complete the Required Improvements for the subdivision to be known as "Ilex Way – Phase III", a road subdivision according to the construction plans approved by the City Engineer, identified as Plans Prepared by Barraco and Associates, Inc., Engineers Opinion of Probable Cost – Westlake Ilex Way – Phase III, 08/08/2019, BAI # 23713 on file with the City Engineer. A copy of the Required Improvements and Cost Estimates are attached hereto as Exhibit "A".
2. The Principal, in accordance with the requirements established by the Subdivision Regulations of the City of Westlake, Florida, tenders to the City a performance bond guarantee, specifically identified as: Bond No. 80183493, dated 11/14/2019 with THE GUARANTEE COMPANY OF NORTH AMERICA USA as Surety for the benefit of City of Westlake, Florida.
3. The condition of this obligation is such that if the Principal, its successors, legal representative or assigns, shall install said water, wastewater lines, drainage, road and

other related improvements according to approved plans, specifications and standards or other requirements established by the City Engineer, and do all incidental work in connection therewith, including the restoration, reconstruction and repair of all street paving, shoulders, drainage swales, etc., as outlined above, overlying or adjacent to said water and wastewater lines, drainage, roads and other related improvements and determined by the City Engineer; and if all construction permit fees have been paid to the City; and all provisions of specifications, standards, and other regulations, currently in effect, have been complied with; then this bond shall be cancelled one (1) year after the date the performance bond is put in place; otherwise, this bond shall remain in effect until the Required Improvements are completed to the satisfaction of the City pursuant to its Code, however, the amount of the bond can be reduced according to subparagraph 6

4. In the event the Developer shall fail or neglect to fulfill its obligations under the approved construction plans as required by the Subdivision Regulations of the City of Westlake, Florida, the City may call the bond to pay for the cost of construction and installation of the Required Improvements to the final total cost, including but not limited to, engineering, legal and contingent costs together with any damages, either direct or consequential, which the City may sustain as a result of the failure of the Developer to carry out and execute all of the provisions of this contract and the provisions of the Subdivision of Regulations of the City of Westlake, Florida.
5. The Principal further agrees that the City, at its option, shall have the right to construct, install, restore or repair any improvements required by the approved construction plans or pursuant to public advertisement and receipt of bids, cause to be constructed and installed the Required Improvements in case the Principal fails or refuses to do so in accordance with the terms of the approved construction plans. The Principal and the Surety shall be jointly liable hereunder to pay to and indemnify the City, up to the amount of this bond, upon completion of said construction, reconstruction, restoration or repair work for the final total cost thereof, including but not limited to engineering, legal and contingent costs together with any damage, direct or consequential, which the City may sustain on account of the failure of the Principal to comply with all of the requirements thereof.
6. Principal understands and agrees that the City shall grant extensions of this bond for twelve (12) months after receipt of written request for extension from Principal and if approved by the City Manager and City Attorney. The written request shall be accompanied by a cost estimate of all remaining Required Improvements to storm drainage and asphalt paving surfaces which have not been completed, including sidewalk construction, water systems, irrigation re-use systems and sewer systems. The cost estimate shall be prepared and certified by a Professional Engineer registered in the State of Florida. Any outstanding Performance Bonds or Surety shall be reduced to the current estimated cost of improvements.

IN WITNESS WHERE, the PRINCIPAL has caused this PERFORMANCE BOND to be executed by Lilliam Costello (and attested by its Secretary and its corporate seal to be affixed, if the PRINCIPAL is a corporation); the SURETY has caused this bond to be executed in its name by its Attorney-in-Fact duly authorized to do so, and its corporate seal to be affixed, on the 14th day of November, 2019.

PRINCIPAL: MINTO PBLH, LLC

Signed, sealed and delivered
in the presence of:

Laura LaFauci
Witness

Laura LaFauci

Norma Mohamed
Witness NORMA MOHAMED

Lillian Costello

Signature

By: Lillian Costello
V. P. of Finance

Print name

Title: _____

SEAL

SURETY: THE GUARANTEE COMPANY OF NORTH
AMERICA USA

Signed, sealed and delivered
in the presence of:

Mary Lynn Padilla
Witness Mary Lynn Padilla

Frances Rodriguez
Witness Frances Rodriguez

By: Sandra Diaz
Agent and Attorney-in-Fact

Type Name and Title:

Sandra Diaz
Attorney-in-Fact

Address: One Towne Square, Suite 1470
(Street)
Southfield MI 48076
(City/State/Zip Code)

Telephone No.: (248) 281-0281

Performance Bond No.: 80183493



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Cynthia Farrell, Sandra Diaz, Debra A. Deming, Anne Potter, Nancy Schnee, Tina McEwan, Peter Healy, Francesca Kazmierczak, Jennifer Jakaitis, Aklima Noorhassan, Susan A. Welsh, Frances Rodriguez
Aon Risk Services Northeast, Inc

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

**STATE OF MICHIGAN
County of Oakland**

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of November, 2019

Randall Musselman, Secretary

APPENDIX 7: MUNICIPAL CHARTER

Section 1. - Short title

This, together with any future amendments thereto, shall be known and may be cited as the "City of Westlake Charter," hereinafter referred to as "the Charter."

Section 2. - Legislative intent

The electors of the City of Westlake hereby find and declare that:

- A. The Westlake area in Palm Beach County includes a compact and contiguous community of interest susceptible to urban services, and constitutes a community amenable to separate municipal government.
- B. It is in the best interests of the public health, safety, and welfare of the residents of the Westlake area to form a separate municipality for the Westlake area with all the powers and authority necessary to provide adequate and efficient municipal services to its residents.
- C. It is intended that this Charter and the incorporation of the Westlake area will provide residents with greater control over the theme, design and ambiance of the overall community.
- D. It is the intent of this Charter and the incorporation of the Westlake area that innovative public-private partnerships be set as the guiding principal for implementation of infrastructure improvements and economic development within the City.

Section 3. - Incorporation of municipality; corporate limits

There is hereby created, effective upon certification of the results of the incorporation referendum held pursuant to section 165.0615, Fla. Stat., in Palm Beach County, a new municipality to be known as the City of Westlake, which shall have a council-manager form of government. The corporate boundaries of the City of Westlake, hereinafter referred to as "City," are described as follows:

All of Sections 1 and 2, that part of Section 3 situated Southerly and Eastwardly of the Canal "M" right of way, and Section 12 except the East Half (E ½) of the Southeast Quarter (SE ¼) thereof, all in Township 43 South, Range 40 East.

All of Sections 5 and 6, the North Half (N ½) of Section 7 and the North Half (N ½) of Section 8, Township 43 South, Range 41 East.

All in the County of Palm Beach, State of Florida.

Section 4. - Municipal powers; form of government

The City shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the City that the municipal government established herein have the broadest exercise of home rule powers permitted under the State Constitution and laws of the state. The powers of the City shall be liberally construed in favor of the City. The City shall have a council-manager form of government.

Section 5. - Transitional Council

At least two (2) members of the City Council shall be residents of Palm Beach County. Until the first elections shall be held under the provisions of this Charter, and until their successors shall be elected and qualified

Mayor	Roger Manning
Seat 1	John Stanavitch
Seat 2	Kara Crump
Seat 3	Philip Everett
Seat 4	Anthony Fritz

are hereby appointed as and to be Mayor and members of the City Council and shall constitute the first City Council thereof.

Section 6. – First Elections

The selection of members of the City Council shall be by groups to be known as Seats 1, 2, 3 and 4. At the first annual election to be held in March, 2020, Councilmen in Seats 1 and 3 shall be elected to a four-year term, and every four years thereafter Councilmen shall be elected in said seats for a 4-year term. At the election to be held in March, 2022 the Mayor and Councilmen in Groups 2 and 4 shall be elected to a 4-year term every four years thereafter the Mayor and Councilmen in said groups shall be elected to four year terms.

Section 7. – Oath of Office

Each person appointed or elected as a member of the City Council of said municipality, before entering upon the discharge of the duties of the office, shall take and subscribe the following oath before some officer authorized to administer oaths under the laws of the State of Florida: "I do solemnly swear (or affirm) that I will support and protect and defend the Constitution and government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same; and that I am entitled to hold office under the Constitution of the United States and the Constitution and Laws of the State of Florida, and that I will faithfully perform all the duties of the office of [Mayor] [Councilman] of City of Westlake, Florida, upon which I am about to enter, so help me God." This oath may be spread upon the minutes of the City Council.

Section 8. - City Council

A. *City council; composition; qualifications of councilmembers.*

1. There shall be a five-member City council, consisting of a mayor and four councilmembers each elected from and representing the City at large.
2. There shall be five separate seats to be designated as mayor, seat 1, seat 2, seat 3, and seat 4. Candidates must qualify for mayor and council elections by seat, and the councilmembers elected to those seats shall hold the seat of mayor and seats 1 through 4, respectively.
3. To qualify for office:
 - a. Each candidate for the office of City council shall be a registered voter in the State of Florida and a resident of the City.
 - b. At the time of qualification, each candidate for mayor or a council seat shall have maintained his or her domicile within the boundaries of the City for a period of one year before qualifying and, if elected, shall maintain such residency throughout his or her term of office. Candidates for office shall qualify as provided in section 8.C.

B. *Term of office.* The term of office for mayor and councilmembers shall be four years. The mayor and each councilmember, including any member of the Transitional Council, shall remain in office until a successor is elected and assumes the duties of the position, except as otherwise provided herein. The office of mayor and the office of council member shall be considered separate offices for purposes of this section.

C. *The mayor; powers and duties*

1. One member of the council shall be the mayor, who shall be elected to the office in the manner provided in section 8.A of this Charter,

except as provided in this article for the filling of a vacancy in the office of mayor. The mayor shall have the same legislative powers and duties as any other councilmember, except as provided in section 8.C.2.

2. In addition to carrying out the regular duties under section 8.C.1., the mayor shall preside at the meetings of the council and shall be recognized as the head of City government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents. The mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City council, consistent with general or special law.

D. *The vice-mayor.*

1. The City council, at its first regular meeting after the fourth Tuesday of each March, shall elect from its membership a vice-mayor who shall serve at the pleasure of the City council and who shall have the same legislative powers and duties as the mayor or any other councilmember.
2. The vice-mayor shall serve as acting mayor during the absence or disability of the mayor. In the absence of the mayor and the vice-mayor, the remaining councilmembers shall select a councilmember to serve as acting mayor.

E. *Compensation and expenses.*

1. The Transitional Council as elected pursuant to section 5 shall be compensated at the rate of \$3,400 per month for as long as they remain in office including any holdover terms, and shall be entitled to receive reimbursement in accordance with Florida Statutes for authorized travel and per-diem expenses incurred in the performance of their official duties. The Transitional Council may not elect to provide for an increase in compensation by ordinance.
2. The Mayor and City councilmembers appointed in Section 6 or any election thereafter shall be compensated at the rate of \$1,000 per month, and shall be entitled to receive reimbursement in accordance with Florida Statutes for authorized travel and per-diem expenses incurred in the performance of their official duties. The City council may not elect to provide for an increase in compensation by ordinance.

F. *General powers and duties of council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be

vested in the council. The council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

G. *Vacancies; forfeiture of office; suspension; filling of vacancies.*

1. *Vacancies.* A vacancy in the office of mayor or any councilmember shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office which creates dual office holding, judicially determined incompetency, or forfeiture of office as described in section 8.G.2.
2. *Forfeiture of office.* The mayor or any councilmember shall forfeit his or her office upon determination by the council, acting as a body, at a duly noticed public meeting that he or she:
 - a. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
 - b. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;
 - c. Is convicted of a first-degree misdemeanor arising directly out of his or her official conduct or duties, or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;
 - d. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
 - e. Is absent from three consecutive regular council meetings without justifiable reason, or for any other reason established in this Charter.
3. *Suspension from office.* The mayor or any councilmember shall be suspended from office upon return of an indictment or issuance of any information charging the mayor or any councilmember with any crime which is punishable as a felony or with any crime arising out of his or her official duties which is punishable as a first degree misdemeanor. Pursuant thereto:
 - a. During the period of suspension, the mayor or any councilmember shall not perform any official act, duty, or function, or receive any pay, allowance, emolument, or privilege of office.

- b. If the mayor or any councilmember is subsequently found not guilty of the charge, or if the charge is otherwise dismissed, reduced, or altered in such a manner that suspension would no longer be required as provided herein, the suspension shall be lifted and the mayor or any councilmember shall be entitled to receive full back pay and such other emoluments or allowances as he or she would have been entitled to had the suspension not occurred.

4. *Filling of vacancies.*

- a. If a vacancy occurs in the office of mayor, and less than 180 days remain in the term of the mayor, then the vice-mayor shall serve as mayor until a new mayor is elected and assumes the duties of his or her office. If a vacancy occurs in the office of mayor and 180 days or more remain in the term of the mayor, then the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term.
- b. If any vacancy occurs in the office of any councilmember and the remainder of the unexpired term is less than 2 years and 81 days, the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term. If, however, the remainder of the unexpired term exceeds 2 years and 81 days, the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy until the next regularly scheduled City election.
- c. Other than for a vacancy occurring in the Transitional Council, any person appointed to fill a vacant seat on the council shall be required to meet the qualifications of the seat to which he or she is appointed.

H. *City council meetings.* The council shall conduct regular meetings at such times and places as the council shall prescribe by resolution. Such meetings shall be public meetings within the meaning of F.S. § 286.011 and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:

1. Special meetings may be held at the call of the mayor, or in his or her absence, at the call of the vice-mayor. Special meetings may also be called upon the request of a majority of the council members. Unless of an emergency nature, the person or persons calling such a meeting shall provide not less than 72 hours' prior notice of the meeting to the public.
 2. The elected or re-elected mayor and councilmembers shall be inducted into office at the first regularly scheduled meeting following certification of their election.
 3. A majority of the council shall constitute a quorum. No action of the council shall be valid unless adopted by an affirmative vote of the majority of the councilmembers in attendance, unless otherwise provided by law. All actions of the City council shall be by ordinance, resolution, or motion.
- I. *City records.* The council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the council, and the same shall at all times be a public record. The council shall further maintain a current codification of all ordinances. Such codification shall be printed and shall be made available for distribution to the public on a continuing basis. All ordinances or resolutions of the council shall be signed by the mayor, or vice-mayor in the absence or disability of the mayor, or by the acting mayor in the absence or disability of both the mayor and the vice-mayor, and attested to by the City clerk.
- J. *Adoption of codes.* The council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance and may amend the code in the adopting ordinance or later amendatory ordinance. The procedures and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally, except that:
1. Requirements regarding distribution and filing of copies of the ordinance shall not be construed to require distribution and filing of copies of the adopted code of technical regulations, except as provided in Section 8.J.2.
 2. A copy of each adopted code of technical regulations, as well as of the adopting ordinance, shall be authenticated and recorded by the City clerk.
- K. *Limitation of employment of councilmembers.* Neither the mayor nor any councilmember shall be in the employment of the City while in office, nor shall any former mayor or councilmember be employed by the City until after the expiration of one year from the time of leaving office.
- L. *Noninterference by City council.* Except for the purposes of inquiry and information, the mayor and councilmembers are expressly prohibited from interfering with the performance of the duties of any employee of the City

government who is under the direct or indirect supervision of the City manager or City attorney. Such action shall be malfeasance within the meaning of Sections 112.317 and 112.51, Florida Statutes.

Section 9. - Budget and Appropriations

- A. *Fiscal year.* The City shall have a fiscal year which shall begin on October 1 of each year and end on September 30 of the succeeding year.
- B. *Budget adoption.* The council shall by resolution adopt a budget on or before the 30th day of September of each year, following a minimum of two public hearings on the proposed budget. A resolution adopting the annual budget *shall* constitute appropriation of the amounts specified therein as expenditures from funds indicated.
- C. *Appropriation amendments during the fiscal year.*
 - 1. *Supplemental appropriations.* If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the council by resolution may make supplemental appropriations for the year in an amount not to exceed such excess.
 - 2. *Reduction of appropriations.* If, at any time during the fiscal year, it appears probable to the City manager that the revenues available will be insufficient to meet the amount appropriated, the City manager shall report same to the council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly.
 - 3. *Limitations; effective date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated, or by more than the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

Section 10. - Charter Officers

- A. *Designation.* The City manager and the City attorney are designated as Charter officers; the offices of City manager or City attorney shall be contracted to a qualified individual or firm as to the former or an attorney or law firm as to the latter and shall not be City employees.
- B. *Appointment; removal; compensation; filling of vacancies.*

1. The Charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.
 2. The Charter officers shall be removed from office only by a majority vote of the full council. Upon demand by a Charter officer, a public hearing shall be held prior to such removal.
 3. The compensation of the Charter officers shall be fixed by the City council.
 4. The City council shall begin the process to fill a vacancy in a Charter office within 90 days after the vacancy occurs. An acting City manager or an acting City attorney may be appointed by the council during a vacancy in such Charter office.
 5. The Charter officers shall not be a candidate for City council while holding their Charter officer position.
- C. *City manager.* The City manager shall be the chief administrative officer of the City.
1. *Qualifications.* The City manager shall be selected on the basis of experience, expertise, and executive and administrative qualifications as determined by the City council.
 2. *Powers and duties.* The City manager shall:
 - a. As the chief administrative officer of the City, direct and supervise the administration of all departments, offices, and agencies of the City, except the offices of City attorney, and except as otherwise provided by this Charter or by law.
 - b. Appoint, suspend, or remove any employee of the City or appointive administrative officer provided for, by, or under this Charter, except the office of City attorney, and except as may otherwise be provided by law, this Charter, or personnel rules adopted pursuant to the Charter. The City manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
 - c. Ensure that all laws, provisions of this Charter, and acts of the council are faithfully executed.

- d. Prepare and submit the annual budget, and capital program to the council in the form prescribed by ordinance.
- e. Attend meetings of the City council.
- f. Draw and sign vouchers upon depositories as provided by ordinance, and keep, or cause to be kept, a true and accurate account of same.
- g. Sign all licenses issued by the City, and issue receipts for all moneys paid to the City, and deposit said moneys in the proper depositories on the first banking day after receipt. The City manager may delegate the responsibilities of this subparagraph to appropriate City personnel who shall be bonded.
- h. Provide administrative services in support of the official duties of the mayor and the council.
- i. Keep the council advised as to the financial condition and future needs of the City and make recommendations to the council concerning the affairs of the City.
- j. Submit to the council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
- k. Sign contracts on behalf of the City to the extent authorized by ordinance.
- l. Perform such other duties as are specified in this Charter or as may be required by the council.

D. *City attorney.* The City attorney shall be the chief legal officer of the City.

- 1. *Qualifications.* The City attorney shall be a member of The Florida Bar in good standing.
- 2. *Powers and duties.* The City attorney:
 - a. Shall serve as chief legal advisor to the City council, the Charter officers, and all City departments, offices and agencies.
 - b. May hire such assistants as may be required, when approved by the City council.

- c. Shall attend City council meetings unless excused by the City council, and shall perform such professional duties as may be required by law or by the council in furtherance of the law.
- d. Shall prepare an annual budget for the operation of the office of the City attorney and shall submit this budget to the City manager for inclusion in the annual City budget, in accordance with uniform City procedures.

Section 11. - Elections

- A. *Electors*: Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.
- B. *Nonpartisan elections*. All elections for the City councilmembers shall be conducted on a nonpartisan basis without any designation of political party affiliation.
- C. *Qualifying for office*. Any resident of the City who wishes to become a candidate for a City elective office shall qualify with the City clerk no sooner than noon on the last Tuesday in January nor later than noon on the second Tuesday in February of the year in which the election is to be held.
- D. *Schedule for general elections*. The regular City election shall be the second Tuesday in March of each election year. Such City elections shall be general City elections. In the event no candidate for an office receives a minimum of Fifty (50%) percent of the votes cast for said office, then a second election shall be held on the fourth Tuesday in March.
- E. *Schedule for other elections*.
 - 1. An election to fill the remainder of an unexpired term shall be held as provided in section 11.D.
 - 2. Special municipal elections shall be held in the same manner as regular elections, except that the City council, by ordinance, shall fix the time for holding of such elections.
- F. *Determination of election to office*. If only one candidate qualifies for an office, said candidate shall be deemed to be elected. If two or more candidates qualify for an office, the names of those candidates shall be placed on the ballot at the general election. In every election to any office the candidate receiving the highest percentage of the vote equal to or in excess of fifty (50%) percent of the votes validly cast for that office shall be declared elected. If in any election no candidate receives a minimum of fifty (50%) percent of the votes validly cast for that office, then the two

candidates for the office receiving the highest vote in the general election shall run again in election, provided that:

1. If more than two candidates for an office receive an equal and highest number of votes, the name of each candidate shall be placed on the second election ballot.
 2. In any contest in which there is a tie for second place, the name of the candidate placing first and the name of each candidate tying for second shall be placed upon the second election ballot. The candidate receiving the highest number of votes cast for the office in the second election shall be elected to such office. If the vote at the second election results in a tie, the outcome shall be determined by lot.
- G. *City canvassing board.* The City canvassing board shall be composed of those members of the City council who are not candidates for reelection and the City clerk, who shall act as chairperson. At the close of the polls of any City election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chairperson and shall proceed to publicly canvass the vote as shown by the returns then on file in the office of the City clerk, and then shall publicly canvass the absentee elector ballots. The canvassing board shall prepare and sign a certificate containing the total number of votes cast for each candidate or other measure voted upon. The certificate shall be placed on file with the City clerk.
- H. *Recall of City councilmembers.* Any member of the City council may be removed from office by the electors of the City following the procedures for recall established by general law.

Section 12. - Transition Schedule

- A. *Creation and establishment of City.* For the purpose of compliance with F.S. § 200.066, relating to assessment and collection of ad valorem taxes, the City is hereby created and established effective upon certification of the results of the referendum election held pursuant to section 165.0615, Fla. Stat.
- B. *First year expenses.* The City council, in order to provide moneys for the expenses and support of the City, shall have the power to borrow money necessary for the operation of City government until such time as a budget is adopted and revenues are raised in accordance with the provisions of this Charter.
- C. *Transitional ordinances and resolutions.* The City council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting may be passed as emergency ordinances. These transitional ordinances, passed as emergency ordinances, shall be effective for no longer than 90 days after adoption,

and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.

D. *Transitional comprehensive plan and land development regulations.*

1. Until such time as the City adopts a comprehensive plan, the applicable provisions of the Comprehensive Plan of Palm Beach County, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority to administer shall thereafter be vested in the City Council of Westlake which shall be deemed the local planning agency until the council establishes a separate local planning agency. Nothing in this Charter will divest any landowner in the City of development rights under existing zoning and land use approvals
2. All powers and duties of the planning commission, zoning authority, any boards of adjustment, and the County Commission of Palm Beach County, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council until such time as the City council delegates all or a portion thereof to another entity.
3. Subsequent to the commencement of the City's corporate existence, no amendment of the comprehensive plan or land development regulations enacted by the Palm Beach County Commission shall be deemed as an amendment of the City's transitional comprehensive plan or land development regulations or otherwise take effect within the City's corporate limits unless approved by the City council.

E. *State shared revenues.* The City of Westlake shall be entitled to participate in all shared revenue programs of the State of Florida effective immediately on the date of incorporation. Initial population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research. Should the bureau be unable to provide an appropriate population estimate, the Palm Beach County Planning Division estimate should be utilized.

F. *Gas tax revenues.* The City of Westlake shall be entitled to receive local option gas tax revenues beginning as provided by law. The amount of said revenues distributed to the City of Westlake shall be determined pursuant to Ordinance [No.] 86-23 of Palm Beach County.

Section 13. - Continuation, Merger, and Dissolution of Existing Districts

- A. *Palm Beach County Fire Rescue Municipal Service Taxing Unit; continuation.* Notwithstanding the incorporation of the City, that portion of the Palm Beach County Fire Rescue Municipal Service Taxing Unit, a special taxing district created by the Palm Beach County Commission that lies within the boundaries

of the City, is authorized to continue in existence, until the City adopts an ordinance to the contrary. The City shall not establish a City fire department without a referendum.

- B. *Law enforcement.* Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the City adopts an ordinance to the contrary. The City shall not establish a City police department without a referendum.
- C. *Palm Beach County Library Taxing District; continuation.* Notwithstanding the incorporation of the City, that portion of the Palm Beach County Library Taxing District, a dependent district of Palm Beach County created by Laws of Fla., ch. 67-1869, as amended, that lies within the boundaries of the City, is authorized but not required to continue in existence.
- D. *Palm Beach County Municipal Service Taxing Unit A.* That portion of Palm Beach County Municipal Service Taxing Unit A, alternatively known as MSTU 1, a dependent district of Palm Beach County created by the Palm Beach Commission that lies within the boundaries of the City, shall cease to exist within the municipal boundaries of the City on the effective date of incorporation.
- E. *Seminole Improvement District continuation and transfer.* The Seminole Improvement District, an independent special district created by a special act of the Legislature, shall become a dependent district of the City of Westlake on the earlier to occur of thirty (30) years after the effective date of this Charter, or the date mutually agreed to by the City and the District (the "Transition Date"). All special acts of the Seminole Improvement District shall become Ordinances of the City of Westlake on the Transition Date.
 - 1. Effective on the Transition Date, the assets, liabilities, and written contracts of the Seminole Improvement District, including all rights, obligations, duties and relationships now existing by law or agreement, shall be unaffected and shall remain in full force and effect and shall be those of the district as a dependent district of the City of Westlake. All rights, obligations, duties, and relationships now existing by law or agreement shall remain in full force and effect and shall be those of the district as a dependent district of the City. All rights, claims, actions, orders, and all contracts of the special district and all legal or administrative proceedings involving the district shall continue in full force and effect under the jurisdiction of the district as a dependent district of the City.
 - 2. Effective on the Transition Date, at 7 p.m., the terms of office of the Board of Supervisors of the Seminole Improvement District shall terminate, and the City councilmembers of the City of Westlake shall assume the duties and responsibilities of the Board of Supervisors.

3. To the extent not inconsistent with this Charter, all resolutions and policies of the Seminole Improvement District shall remain in effect until amended, revised, or repealed by the City council.
 4. Additional provisions which are necessary to effect this transition and to provide for the operation of the Seminole Improvement District as a dependent district of the City shall be adopted by ordinance.
- F. *Non-Duplication of Services.* The City shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District at any time prior to the Transition Date. This provision does not impair the ability of the City to contract for fire rescue or law enforcement services as provided in Sections 13.A and 13.B, above.
- G. *Non-Duplication of Regulatory Programs.* The City shall not adopt any ordinance governing an activity which is subject to review or permitting by a state or federal regulatory program.

Section 14. - General Provisions

- A. *Charter amendments.* This Charter may be amended in accordance with the provisions for Charter amendments as specified in the Municipal Home Rule Powers Act, F.S. ch. 166, as the same may be amended from time to time, or its successor, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.
- B. *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City council shall, no later than 6 months from the effective date of incorporation, establish by ordinance a code of ethics for officials and employees of the City which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law. The intent of this provision of the Charter is to require more stringent standards than those provided under general law.

Section 15. - Severability

If any provisions of this Charter, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this which can be given effect without the invalid provision or application, and to this end the provisions of this Charter are declared severable.

Section 16. - Effective Dates

This Charter shall take effect only upon its approval by a majority vote of those qualified electors residing within the proposed corporate limits of the

proposed City of Westlake voting in a referendum election to be held on June 20, 2016, in accordance with the provisions of law relating to elections currently in force.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF WESTLAKE
AND THE
SEMINOLE IMPROVEMENT DISTRICT**

**REGARDING THE PROVISION OF CERTAIN SERVICES, INFRASTRUCTURE, AND
PUBLIC FACILITIES IN THE CITY OF WESTLAKE AND
FOR ASSURANCE OF NON-DUPLICATION OF SERVICES**

February, 2018

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTLAKE AND THE
SEMINOLE IMPROVEMENT DISTRICT REGARDING THE PROVISION OF
CERTAIN SERVICES, INFRASTRUCTURE, AND PUBLIC FACILITIES IN THE CITY
OF WESTLAKE AND FOR ASSURANCE OF NON-DUPLICATION OF SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the 14 day of Feb, 2018, by and between the City of Westlake, a political subdivision of the State of Florida whose address is 4001 Seminole Pratt Whitney Road, Westlake, FL 33470 (“Westlake”) and the Seminole Improvement District, a Florida Independent Special Taxing District, whose address is 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470 (“SID”). In this Agreement, Westlake and SID may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the “Act”) authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Westlake was incorporated June 20, 2016 through an elector-initiated incorporation and is possessed of full home rule powers pursuant to Article VIII, Section 2 of the Florida Constitution; Chapter 166, Florida Statutes; and the City of Westlake Municipal Charter (“Charter”); and

WHEREAS, SID exists as an independent special taxing district and political subdivision created by Special Act of the Florida Legislature, Chapter 2000-431, Laws of Florida (“Enabling Act”), a copy of which is attached hereto and incorporated herein as Exhibit A, and possesses certain powers enumerated thereunder and pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, SID possess certain powers pursuant to the Enabling Act and Florida Statutes, including the powers to construct, own, and maintain a number of types of public works and facilities and provide services including but not limited to infrastructure and services related to water, sewer, drainage, irrigation, water management, parks, recreation, facilities, roadways and others more particularly described in the Enabling Act; and

WHEREAS, the geographic boundaries of SID are coextensive with the geographic boundaries of Westlake; and

WHEREAS, the Parties agree that SID currently provides all services and facilities, and exercises all powers permitted by the Enabling Act and Florida Statutes that are currently necessary within the SID boundaries; and

WHEREAS, pursuant to the elector-initiated incorporation, SID will become a dependent special district on a certain date (“Transition Date”) at which point in time all SID assets, facilities, and infrastructure will transfer to the City of Westlake as a matter of law; and

WHEREAS, SID has an adopted Water Control Plan (“Plan”) governing certain enumerated facilities and services; and

WHEREAS, SID has entered into an interlocal agreement with Palm Beach County Regarding Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater, and Reclaimed Water Service Areas, dated April 18, 2006, a copy of which is attached hereto as Exhibit B; and

WHEREAS, SID has entered into an interlocal agreement with Palm Beach County for Purchase and Sale of Bulk Reclaimed Water dated April 20, 2010, a copy of which is attached hereto as Exhibit C; and

WHEREAS, SID has existing permits for the entire Service Area including a water use permit from the South Florida Water Management District (“SFWMD”), an environmental resource permit from SFWMD, and a Section 404 Clean Water permit from the U.S. Army Corps of Engineers; and

WHEREAS, SID and Westlake have determined on the basis of mutual advantage and in accordance with geographic, economic, population and other factors influencing the needs and development of properties within the coextensive SID and Westlake boundaries which of the entities may be in the better position to provide the services, facilities and infrastructure discussed in this Agreement; and

WHEREAS, SID and Westlake agree that the procedures and understanding contained in this Agreement are intended to reduce the costs to the Parties, avoid unnecessary duplication of facilities and services, provide for the efficient delivery of services and facilities; increase transparency; provide for accountability; and improve the quality of life for residents; and

WHEREAS, the Charter, a copy of which is attached hereto as Exhibit D, provides in Section 13(F) that Westlake “shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District at any time prior to the Transition Date. This provision does not impair the ability of [Westlake] to contract for fire rescue or law enforcement services;” and

WHEREAS, Westlake and SID are entering into this Agreement pursuant to the Act and in furtherance of the Charter and the Plan; and

WHEREAS, by entering into this Agreement, the Parties have coordinated the efficient planning of services and infrastructure and intend to ensure that public facilities will be available as needed through the term of this Agreement; and

WHEREAS, the Parties wish to memorialize in this Agreement their understandings and intentions as to the provision of services and construction of facilities and to agree to a process for the planning, design, and permitting of such facilities and services; and

WHEREAS, the Parties find that the benefits of this Agreement will accrue to both Parties;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree as follows:

1. **Incorporation.** The recitals above are true and correct and are hereby incorporated herein as if fully set forth.

2. **Effective Date.** This agreement shall become effective on the date the Agreement is filed with the Clerk of the Circuit Court for Palm Beach County.

3. **Definitions.** Words not defined in this Agreement shall have the meaning found in the definitions Section of Chapter 163, Florida Statutes; or, if not defined by this Agreement or the definitions Section of Chapter 163, Florida Statutes, shall be interpreted using their ordinary dictionary definition. In this Agreement, the following words have the following meanings:

- a. "Emergency" means an interruption of water, wastewater, sewer, reclaimed water, or other critical services caused by power failures, acts of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe. This definition of "emergency" does not apply to the phrases "emergency medical services," "emergency meeting," or any other reading of the word that does not logically follow the context.
- b. "Exclusive Provider" means the only entity authorized to provide the relevant service or facility and to charge fees, costs or other monies for such service or facility. The term "Exclusive Provider" shall not be construed to require the entity to generate the service or facility and specifically permits the entity to provide such service or facility after it has purchased the service or facility from another entity,

nor does it prohibit one entity from collecting fees on behalf of another entity under such terms as the Parties may agree

- c. "Governing Body" means the SID Board of Supervisors or the Westlake City Council, in accordance with the most reasonable reading of the word in the context of this Agreement.
- d. "Initiating Party" means a Party who wishes to undertake a project or take an action that falls within the categories listed in Paragraph 16(c) that was not discussed at the Semi-Annual Consultation, who sends a written request to the other Party ("Responsive Party") regarding project consultation under Paragraph 16(b) of this Agreement.
- e. "Manager" means the SID District Manager or the Westlake City Manager in accordance with the most reasonable reading of the word in the context of this Agreement.
- f. "Plan" shall have the same meaning as "Water Control Plan."
- g. "Resident" means any person, business, for-profit or not for profit corporation, government, or other entity that owns or uses property within the Service Area and uses the services or facilities of SID.
- h. "Requesting Party" means the Party desiring the other Party to exercise that other Party's powers or take an action that reasonably falls within the other Party's responsibilities, obligations, or powers under this Agreement.
- i. "Responsible Party" means the Party that is responsible for taking an action pursuant to this Agreement.
- j. "Responsive Party" means the Party who receives the written request for project consultation from the Initiating Party.
- k. "Service Area" means the geographic region of land within the coextensive boundaries of SID and Westlake, as illustrated in Exhibit E.
- l. "Water Control Plan" means the Seminole Improvement District Water Control Plan dated October 13, 2015, as the same may be amended from time to time.

4. Interpretation of Section, Subsection, and Paragraph. For purposes of this Agreement, the terms "section," "subsection," and "paragraph" shall be understood to refer to the material within each part as illustrated below. For this example, "1" shall refer to any Arabic numeral, "a" shall refer to any letter, and "i" shall refer to any Roman numeral. The terms above shall be understood as follows:

- 1 Section
 - a. Subsection

i. Paragraph

5. **Scope.** This Agreement shall apply to all parcels within the Service Area. In the event of a conflict between the terms of this Agreement and any other source concerning the topics herein, the terms of this Agreement shall control.
6. **No Limitation on Powers.** Nothing in this Agreement shall be construed so as to in any way limit SID's lawful exercise of any powers pursuant to the Enabling Act or other applicable law, ordinance, rule, regulation, or code, including but not limited to SID's ability to enter into agreements with any person, firm, corporation or entity for the furnishing by such person, firm, corporation, or entity of any facilities or services SID is authorized to provide, acquire, maintain, or otherwise put into effect. Nothing in this Agreement prohibits or prevents SID from agreeing to allow a developer or contractor to construct or install potable water, wastewater, reclaimed water, irrigation, roadway, drainage, transportation, park, or other infrastructure or facilities and transfer such infrastructure or facilities to SID's ownership and control.

Nothing in this Agreement shall be construed to restrict Westlake's home rule powers, police powers, or Westlake's authority to amend its Comprehensive Plan and make planning, zoning, or other land use decisions.
7. **No Effect on Existing Agreements.** Nothing in this Agreement shall be construed so as to limit, inhibit, cancel, modify, or otherwise affect any existing contracts or agreements between either Party and any other entity or entities that may exist as of the Effective Date of this Agreement.
8. **Water Control Plan Controlling.** The Water Control Plan is hereby incorporated herein by reference as if fully set forth. SID shall have exclusive power concerning any items, projects, plans, intentions, undertakings, or actions provided for in the Water Control Plan, unless otherwise agreed to by the Parties in writing by amendment to this Agreement.
9. **Parks.** SID and Westlake may each plan for the provision of public parks and recreational facilities. SID and Westlake will coordinate the best methods and sources of funding for the planning, acquisition, development, operation, and maintenance of park facilities within Westlake. Westlake shall be responsible for acquisition, development, planning, and designing of park facilities. Westlake may enter into an interlocal agreement with SID for the operation and maintenance of park facilities. Westlake shall evaluate and address funding for operation and maintenance costs in the planning and design phases of park and recreational facilities development in coordination with SID.
10. **Police.** Westlake shall have the sole responsibility to engage, contract for, employ, or otherwise provide all personnel, facilities, assets, funding, equipment, and related items for provision of law enforcement services within the Service Area. Nothing in this Agreement shall be construed to limit or otherwise inhibit Westlake's ability to contract for such

services with any other entity. Nothing in this agreement shall be construed to limit SID's ability to provide public safety measures, including security, guardhouses, fences, gates, electronic intrusion detection systems, patrols, or other measures as provided for in the Enabling Act. Notwithstanding the foregoing, 1) nothing in this Agreement permits SID to exercise police power, and 2) nothing in this Agreement shall be construed so as to require SID to provide the aforementioned public safety measures.

11. Fire and Emergency Medical Services. Westlake shall have the sole responsibility to engage, contract for, employ, or otherwise provide all personnel, facilities, assets, funding, equipment, and related items to fire prevention and control, and emergency medical services. Westlake may require SID to install and provide water for water mains, plugs, and hydrants in a manner consistent with any applicable law, ordinance, rule, regulation or code. SID and Westlake shall coordinate to ensure that adequate water for fire protection services is available prior to the issuance of any certificate of occupancy or equivalent authorization for any new development or redevelopment. Nothing in this Agreement shall be construed to limit or otherwise inhibit Westlake's ability to contract for fire prevention and control and emergency medical services with any other entity.

12. Provision of Potable Water, Wastewater, and Reclaimed Water Utility Services and Facilities

- a. SID shall be the exclusive provider of potable water, wastewater, and reclaimed water services and facilities within the Service Area. The Parties agree that any additional potable water, wastewater, and reclaimed water capacity required to meet the needs of SID, Westlake, or the properties within the Service Area that is greater than the existing SID capacity as of the Effective Date shall be provided exclusively by SID except in an Emergency, as provided for in Section 23, to which SID is unable to respond. Westlake will not authorize any connection to SID facilities until a permit from SID has been obtained. To the extent it has jurisdiction, Westlake will not permit any new private utilities, septic tanks, or wells to be constructed within the Service Area.
- b. Nothing in this Agreement prevents SID from expanding the facilities and services described in this section within the Service Area as SID, in its sole discretion, deems necessary to provide potable water, wastewater, and reclaimed water services within the Service Area.
- c. SID shall have the exclusive power and responsibility to own, acquire, construct, finance, operate, and maintain systems to produce, purify, store, and distribute potable water for consumption in the Service Area.
- d. SID shall have the exclusive power and responsibility to own, acquire, construct, finance, operate, and maintain systems for the collection, transport, treatment, and disposal of wastewater in the Service Area.

- e. SID shall have the exclusive power and responsibility to own, acquire, construct, finance, operate, and maintain systems for the delivery, storage, and distribution of reclaimed water or stormwater used for irrigation purposes in the Service Area.
- f. SID shall retain the ability to discontinue service and assess reasonable penalties, including attorneys' fees, against any user or property for such rates, fees, rentals, fares, or other charges that become delinquent and require collection after such proceedings as may be required by statute, law, the Enabling Act, ordinance, rule, regulation or code.
- g. SID shall retain the power and responsibility to fund or finance any service or facility provided for in this section as provided by law or the Enabling Act. SID may participate with Westlake or any other party in the financing or implementation of any project or facility for the provision of water, wastewater, or reclaimed water services upon such terms as may be agreed.
- h. SID and Westlake shall coordinate to ensure that adequate potable water and wastewater capacity and facilities are available and owned by SID prior to the issuance of any certificate of occupancy or equivalent authorization for any new development or redevelopment. Westlake shall not issue a certificate of occupancy or equivalent authorization until such capacity and facilities are available and owned by SID. All facilities shall be designed and constructed in compliance with any applicable law, ordinance, rule, regulation or code.
- i. SID shall not reduce the capacity to provide services described in this section below a level that will prevent the City from meeting level of service standards within a 5-year period or in a manner inconsistent with the 5-year capital improvements schedule found in the Capital Improvements Element of the City of Westlake Comprehensive Plan. Westlake will ensure that no development orders are issued that will compromise SID's ability to meet applicable level of service standards.

13. Provision of Irrigation Water Service

- a. SID shall be the exclusive provider of water to be used for irrigation purposes within the Service Area. SID shall have the exclusive power to own, construct, operate, and maintain irrigation works, machinery, piping, and plants in the Service Area.

14. Roadways and Transportation Infrastructure

- a. SID shall have the ability, within the Service Area, to construct, improve, pave, and maintain roads necessary and convenient for the exercise of the powers or duties of SID as provided for in the Water Control Plan; and to include as a component of roads, parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of modern

road systems. Westlake may own any roads within the Service Area and SID may transfer ownership of roads within the Service Area to Westlake.

- b. SID shall have the ability to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for providing transportation throughout the Service Area, including private or contract carriers, buses, vehicles, railroads, and other transportation facilities, to meet the transportation requirements of SID or Westlake for activities conducted within the Service Area. This subsection does not prohibit the City from developing and implementing a mobility fee funding system.
- c. SID shall cooperate with Westlake to title in Westlake such elements of the roadway or transportation network as is necessary to qualify Westlake for fuel tax revenue sharing pursuant to Chapter 206, Florida Statutes. Westlake shall designate in its budget an amount equal to that portion of its budget revenue originating from fuel tax that must be used solely for transportation purposes as required by law to be transferrable to SID for use in transportation projects under the same terms, conditions, and restrictions that would apply to Westlake if Westlake were to use such funds. Notwithstanding title to roadway or transportation network assets, SID shall operate and maintain such roadways or assets.
- d. Any funding provided by Westlake to SID that originated as funds collected from any fuel tax shall be so designated and shall only be used for construction and maintenance of transportation infrastructure in compliance with the uses provided by law for such funding. SID shall not, under any circumstances, use such funding for any purpose not contemplated by law or ordinance and shall take all measures necessary to ensure compliance with this Agreement and all applicable laws, ordinances, rules, regulations, and codes concerning such funding. SID shall be required to refund to Westlake any such funds not used in accordance of the limitations in this Agreement. SID shall provide to Westlake, on an annual basis, an accounting and report demonstrating that such funds were used in compliance with statutory requirements.
- e. As between SID and Westlake, Westlake shall have the sole power and responsibility to set and enforce speed limits and other traffic laws within the Service Area, including regulations concerning required signage related to traffic laws and traffic safety.

15. Surface Water Management and Drainage.

- a. SID shall have the exclusive power to construct, operate, and maintain canals, ditches, drains, levees, lakes, ponds, and other works for surface water management and control purposes, including drainage within the Service Area.

- b. SID shall have the exclusive power to acquire, purchase, operate, and maintain pumps, plants, and pumping systems for surface water management and control purposes within the Service Area.
- c. Westlake will ensure that no canals, lakes, or other stormwater management facilities owned or maintained by SID are designated as recreational areas, and shall not authorize fishing, swimming, or other recreational activities in such facilities. This subsection does not prohibit SID from authorizing fishing, swimming, or other recreational activities in its own facilities.

16. Requirement for Consultation. In order to effectuate the intent of this Agreement, the Parties have agreed to the consultation procedures outlined in this Section.

- a. **Semi-Annual Consultation.** The Parties shall consult at least twice annually (“Semi-Annual Consultation”) to discuss projects or actions that either Party wishes to undertake in the foreseeable future that fall within the categories listed in Sections 9 and 12-15, above, and subsection 16(c). The purpose of the Semi-Annual Consultation is to determine which Party is best equipped to undertake such projects or take such actions.
 - i. The Semi-Annual Consultation shall take place at a properly noticed public meeting. Both Parties shall be responsible for ensuring the Semi-Annual Consultation is noticed as required by law.
 - ii. During the Semi-Annual Consultation, the Parties must discuss the 5-year capital improvements schedule found in the Capital Improvements Element of the City of Westlake Comprehensive Plan and the individual items described in that 5-year schedule.
 - iii. At least 30 days prior to the Semi-Annual Consultation meeting, each Party shall submit to the other Party a list of projects or actions (“Project List”) that it expects, desires, or plans to undertake within one year of the Semi-Annual Consultation meeting that fall within the categories listed in subsection 16(c).
 - iv. At the Semi-Annual Consultation, the Parties shall use their best efforts to allocate the projects or activities on the Project Lists to the Party best equipped to undertake the Project or Activity and desirous of undertaking the project or activity. The Parties may agree to more than one Semi-Annual Consultation or to continue a Semi-Annual Consultation to a subsequent meeting.
 - v. In the event both Parties wish to undertake the same or a substantially similar project or activity, SID shall be given the right to undertake that project or activity; provided, however, that SID must commence substantial

work on that project or activity within 18 months of the Semi-Annual Consultation meeting where the item was discussed, or within such other time as agreed to by the Parties. Alternatively, the Parties may agree to jointly undertake a project or activity so long as the execution of the project or activity does not violate the law, the Charter, the Enabling Act, or this Agreement.

- b. **Project Consultation.** No Party may expend funds or resources towards any project or action that falls within the categories listed in subsection 16(c) without first notifying the other Party in writing and requesting consultation on that item. After an Initiating Party notifies Responsive Party in writing of the project or action concerned:
- i. If both Parties agree in writing that the Initiating Party may undertake the project or action, then no further action is required and the Initiating Party may commence with the project or action immediately. If both Parties agree in writing that Responsive Party is the best Party to undertake the action, and the Responsive Party desires to undertake the action, then the Responsive Party may undertake the action or project; provided however, that the Responsive Party must commence substantial work on the action or project within 18 months or such other time as agreed to by the Parties. If such work is not commenced, the Initiating Party may issue a Request to Exercise Authority as provided for in Section 23 of this Agreement.
 - ii. If the Parties both desire to undertake the project or action and disagree as to which party is best able to undertake the Project, SID shall be given the right to undertake that project or activity; provided, however, that SID must commence substantial work on that project or activity within 18 months of the Project Consultation meeting where the item was discussed or within or such other time as agreed to by the Parties. \
 - iii. If the Responsive Party does not respond within 45 days to the written notice by the Initiating Party, the Responsive Party will be deemed to have consented to Initiating Party undertaking the project or action described in the notice.
- c. **Consultation Items.** The Parties agree that consultation is required prior to any undertakings, including but not limited to planning, expending funds, issuing procurement documents, and similar actions, for the following categories to the extent not addressed in Sections 9 and 12-15, above:
- i. Parking
 - ii. Parks or Recreational Facilities

- iii. Mosquito or Arthropod Control
- iv. Conservation Areas, Mitigation Areas, or Wildlife Habitat
- v. Transportation or Transportation Infrastructure
- vi. Tangible or physical infrastructure, including but not limited to roads, pipes, underground utilities, water, cable or internet lines, fiber optic lines, gas lines, telephone lines, electrical lines and housing, solar power or renewable energy facilities, or any other infrastructure that may be used in providing municipal facilities or services.
- vii. All other items, actions, or projects that are provided for in the Enabling Act.

d. **Consultation Prior to Water Control Plan Amendment.** SID shall provide notice as required by law for any Water Control Plan adoption or amendment. Westlake shall respond in writing within the time permitted in Section 298.301, Florida Statutes, identifying any suggestions, objectives, concerns, or the lack thereof, under Chapter 298, Florida Statutes or this Agreement regarding the proposed water control plan or water control plan amendments. SID shall not amend the Water Control Plan to include projects or activities already planned or being undertaken by Westlake without the express written consent of Westlake. SID shall not amend the Water Control Plan in any way that will decrease services that are provided for the in 5-year plan in the Capital Improvements Element of the City of Westlake Comprehensive Plan, and shall not make any changes to the Water Control Plan that are inconsistent with the 5-year plan in the Capital Improvements Element of the City of Westlake Comprehensive Plan.

17. No Limitation on Staff. Nothing in this Agreement shall be read to prohibit or impede the staff of Westlake and the staff of SID from meeting, collaborating, planning, consulting, or communicating except as otherwise prohibited or governed by Florida law. Specifically, the SID Manager and the City Manager, the SID Attorney and City Attorney, and the SID Engineer and the City Engineer are specifically authorized to meet and formulate plans and recommendations to present to their respective Governing Bodies concerning efficient provision of facilities and services and implementation and compliance with this Agreement. It is an express purpose of this Agreement to facilitate information sharing and exchange between the Parties.

18. Permitting and Plan Review. The Parties hereby agree to the following process for the review and issuance of plats and development orders within the Service Area.

- a. The Parties will develop a common form of application(s) for development orders, as that term is as defined in Sections 380.04 and 163.3164(15), Florida Statutes. The form will require sufficient information for each Party to determine whether it may or desires to approve the requested action within the Party's area of responsibility as outlined below. Each Party will use the common form to document its own land development activities.
- b. SID shall have the exclusive authority to set requirements and standards for, review, approve, and issue permits for the facilities: 1) depicted in its Water Control Plan, and 2) addressed in Sections 9 and 12-15, above. Applicants applying for permits under SID's authority described above shall apply directly to SID for such permit. SID shall provide notice to Westlake of each final permit issued by SID, including amendments thereto, and of each and close-out of such permits.
- c. Westlake has the exclusive authority to set requirements and standards for, approve, and issue permits or authorizations for all comprehensive planning, zoning and land development activities not falling within SID's area of authority as set forth above. Applicants applying for permits or authorizations under Westlake's authority shall apply directly to Westlake for such permit or authorization. Westlake shall provide to SID notice of permits for projects at which utility meters will need to be installed prior to being issued a certificate of occupancy. Westlake shall not approve any action which would violate any SFWMD water use permit, SFWMD environmental resource permit, or United States Army Corps of Engineers Clean Water Act permits issued to SID.
- d. Each Party shall provide the other with copies of all land use or development order applications within five (5) days of the receipt of any application or preliminary plans associated with an application. Each Party shall have ten (10) working days after the receipt of such copies to provide any comments on the application regarding any matters within that Party's authority. SID shall review each application for its effects upon SID works, services, facilities and infrastructure. Westlake shall not issue development orders until SID has confirmed that SID has the existing or planned capacity and facilities to meet the level of service standard applicable to the project described in the application, or that the developer will construct and convey to SID the facilities or infrastructure required to meet the applicable level of service standard prior to the issuance of a certificate of occupancy or equivalent authorization. SID may require the applicant to provide funds for the infrastructure required to support the project.
- e. If a development order will authorize development or a project that will require facilities or infrastructure that is not planned for in the 5-year capital improvements schedule found in the Capital Improvements Element of the City of Westlake Comprehensive Plan, the Parties shall require as a condition of the development order that the developer to construct the required facilities or infrastructure and then

transfer ownership of such facilities or infrastructure to SID prior to the issuance of a certificate of occupancy or equivalent authorization. SID will only accept facilities and infrastructure that meets all applicable laws, ordinances, rules, regulations, and codes.

- f. Each Party shall only review those items or matters over which it has jurisdiction, and no party shall deny a permit or authorization on grounds over which it has no jurisdiction.

19. Enforcement. If either Party has a grievance that arises from matters discussed in this Agreement or believes the other Party has breached this Agreement, that Party shall notify the other Party in writing as provided for in subsection 32(d) of this Agreement. The Parties shall then meet to discuss the issues identified in the notice and attempt in good faith to resolve the issue, dispute or conflict prior to either Party initiating the intergovernmental conflict resolution process provided in by Chapter 164, Florida Statutes.

20. Joint Undertakings. Nothing in this Agreement shall prevent the Parties from undertaking projects or actions jointly when the Parties so desire. Westlake may contribute financing to the provision of the services and facilities described herein under such terms and conditions as agreed to by the Parties.

21. No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, agency, or employee relationship between the Parties.

22. Permission to use Right of Way. Each Party agrees to grant the other the necessary easements to effectuate each Party's provision of services and facilities as described in this Agreement. Such easements may be reflected on plat as the land is developed. The Parties agree to enter into and execute any legal agreement necessary to effectuate this provision and agree that any such legal document may be recorded in the public records of Palm Beach County for such purposes. Westlake shall not permit any action or the installation of any item that will impede or prevent SID from use of the rights of way without advance written consent from SID. SID shall not permit any action or the installation of any item that will impede or prevent Westlake from use of the rights of way without advance written consent from Westlake. When roads are dedicated to the City, the City shall provide SID with an exclusive easement in the right of way for utilities' infrastructure, construction, and maintenance.

23. Emergency. In the event of an Emergency to which SID is unable to respond, Westlake may take any measures necessary to protect the health, safety, and welfare of any Residents, including pumping water and making connection to other such infrastructure, facilities, or systems that may be available for the duration of the Emergency or until the threat to health, safety, and welfare of Residents is alleviated.

24. Fees.

- a. **Service, Facility, and Connection Fees.** SID shall have the sole authority to prescribe, fix, establish, and collect rates, fees, rentals, fares or other charges, and revise the same from time to time, for the facilities and services furnished or to be furnished by SID and to recover the cost of making connection to any SID facility, system, or other physical, electronic, or other infrastructure.
- b. **Impact Fees.** This Agreement shall not be construed so as to impact SID's ability to enter into impact fee credit arrangements for matters contained in or outside the scope of this Agreement.
- c. **Waiver.** Westlake and SID hereby agree to waive review and permit fees for all projects or activities undertaken by the other Party. This waiver does not apply to projects undertaken by third parties, even if the resulting facilities or infrastructure will be turned over to SID or Westlake.

25. Financing. This Agreement shall have no effect on SID and Westlake's ability to enter into other interlocal agreements concerning the financing of the services and facilities described herein.

26. Request for Exercise of Authority

- a. In the event either Party desires for the other Party to exercise the powers to take an action that reasonably falls within the other Party's responsibilities, obligations, or powers under this Agreement, the Requesting Party may notify the Responsible Party of its request at any time according to the following procedure:
 - i. The Requesting Party shall place an item on its own agenda for deliberation by the Governing Body of the Requesting Party. By passage of a motion, the Governing Body of the Requesting Party may authorize a written request to the Responsible Party to take action or may authorize its Manager to act on behalf of the Governing Body in presenting such a request to the Responsible Party and/or negotiating the terms and implementation of the request. The Responsible Party shall place the request on the agenda for its next regularly scheduled meeting of its Governing Body, or may call an emergency meeting of its Governing Body to respond to the request. The Responsible Party may, through passage of a motion, authorize its Manager to respond to or negotiate with the Requesting Party or the Manager of the Requesting Party for the implementation of the request.
 - ii. In the event the Governing Body of the non-requesting Party determines it is the Responsible Party and that it desires to take the requested action, it shall notify the Requesting Party of its decision in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.

- iii. In the event the Governing Body of the non-requesting Party determines that it is not the Responsible Party or does not desire to take the requested action, it shall notify the Requesting Party in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.
- iv. If no agreement can be reached between the Parties as to who is the Responsible Party, SID shall be given the right to undertake that project or activity; provided, however, that SID must commence substantial work on that project or activity within 18 months of the meeting where the item was discussed or within or such other time as agreed to by the Parties.

27. Request to Cease Actions

- a. For purposes of this section, the term “Notifying Party” means the Party that believes that pursuant to this Agreement it is the only Party responsible, obligated, or empowered to perform an action and that desires for the other Party to cease performing such an action. The term “Acting Party” shall mean the Party performing the action that the Notifying Party believes it is solely empowered to perform.
- b. It is the intent of the Parties to avoid duplication of services by allocating responsibility pursuant to this Agreement.
- c. In the event one Party feels the other Party is performing a service that is outside of the other Party’s scope of responsibilities pursuant to this Agreement, it shall notify that other party through the following procedure:
 - i. The Notifying Party shall place an item on its own agenda for deliberation by the Governing Body of the Notifying Party. By passage of a motion, the Governing Body of the Notifying Party may authorize a written request to the Acting Party to cease that action or may authorize its Manager to act on behalf of the Governing Body in presenting such a request to the Acting Party and/or negotiating the terms and implementation of the request. The Acting Party shall place the request on the agenda for its next regularly scheduled meeting of its Governing Body, or may call an emergency meeting of its Governing Body to respond to the request. The Acting Party may, through passage of a motion, authorize a response to or negotiations with the Notifying Party for the implementation of the request.
 - ii. In the event the Governing Body of the non-Notifying Party determines it properly responsible, obligated, or empowered to perform the action pursuant to the Agreement and that it desires to continue taking such action, it shall notify the Notifying Party of its decision in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.

- iii. In the event the Governing Body of the non-Notifying Party determines that it is not responsible, obligated, or empowered to continue the action and does not desire to continue taking that action, it shall notify the Notifying Party in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.
- iv. If no agreement can be reached between the Parties as to who is the proper party to take the action, SID shall be given the right to undertake that project or activity subject to other restrictions in this Agreement; provided, however, that SID must commence substantial work on that project or activity within 18 months of the meeting where the item was discussed or within or such other time as agreed to by the Parties.

28. Compliance with Westlake Comprehensive Plan and Zoning. This Agreement does not represent acquiescence on the part of Westlake to SID's provision of services or facilities inconsistent with the Westlake Comprehensive Plan or inconsistent with any development orders/approvals affecting the Service Area. Notwithstanding any other provision in this Agreement, Westlake reserves its legislative authority with respect to all planning and zoning decisions affecting SID, and nothing in this Agreement should be construed as guaranteeing SID any particular zoning or planning decision on the part of Westlake.

29. Dispute Resolution. In the event a dispute arises as to the terms or provisions of this Agreement, the Parties agree to participate in Conflict Resolution Procedures set out in Chapter 164, Florida Statutes.

30. Transfer of Roads. Pursuant to § 335.0415, Florida Statutes, the Parties agree that the jurisdiction of public roads will be transferred only through mutual agreement of both Parties and in accordance with all statutory requirements.

31. Mutual Aid. In the event of an Emergency or at such other time as the Parties deem necessary to protect from a threat, whether natural or manmade, to health, safety, or welfare within the service area, the Parties may provide mutual aid to one another and may donate manpower, supplies, facilities, services, or funds to alleviate such a threat and in furtherance of such mutual aid. No Party shall be liable to another Party for, or be considered in default or breach of this Agreement, for delay or failure to provide aid under this section. Each Party is encouraged to provide the other Party with an updated list each year listing emergency contact information for such Party.

32. Miscellaneous

- a. **SID Powers.** SID acknowledges that it does not have planning or zoning authority, home rule or general police powers, and nothing in this Agreement shall be read or interpreted to mean otherwise.
- b. **Interlocal Agreement.** This is an interlocal agreement entered into between the parties pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Agreement and any amendments shall be filed with the Clerk of the Circuit Court in Palm Beach County.
- c. **Development Order.** This Agreement is not a development order, as that term is defined in Sections 380.04 and 163.3164, Florida Statutes. This Agreement does not grant or entitle SID to any development approvals or densities greater than those allowed under the density provisions of the Comprehensive Plan of the City of Westlake, nor to densities or development rights as may otherwise be limited by the City Council of the City of Westlake
- d. **Notice.** Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper Notice pursuant to this Agreement.

If to SID, such Notice shall be addressed to SID at:

District Manager
Seminole Improvement District
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

with a copy to:

District Counsel
Robert P. Diffenderfer, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

or such other address as SID may provide in writing to Westlake.

If to Westlake, such notice shall be addressed to Westlake at:

City Manager
City of Westlake

4001 Seminole Pratt-Whitney Road
Westlake, FL 33470

with a copy to:

City Attorney
City of Westlake
4001 Seminole Pratt-Whitney Road
Westlake, FL 33470

or such other address as Westlake may provide in writing to SID.

- e. **No Assignment.** This Agreement shall be binding upon and inure to the benefit of both Westlake and SID's successors and assigns. Neither Westlake nor SID may assign its rights under this Agreement.
- f. **Beneficiaries.** This Agreement is solely for the benefit of Westlake and SID and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto.
- g. **Headings.** The headings used are for convenience only and shall be disregarded in the construction and interpretation of this Agreement.
- h. **Interpretation.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. The drafting of this Agreement constituted a joint effort of Westlake and SID and the Agreement's interpretation shall assume that neither had any more input or influence. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- i. **Amendment.** This Agreement may be amended only if executed in writing and signed by Westlake and SID.
- j. **Integration.** This Agreement and any documents referred to herein, collectively embody the entire agreement and understandings between Westlake and SID and all other agreements or understandings, oral or written, with reference to this Agreement are merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- k. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the

Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable.

- l. **No Impact on Funding.** If any portion of this Agreement is determined to disqualify or otherwise impair either Party's ability to collect taxes, assessments, or other revenue as provided by statute, that portion shall be deemed deleted from this Agreement and the remainder of the Agreement shall remain in effect.

- m. **No Transfer of Powers.** Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' responsibilities and understandings concerning coordination and non-duplication of services through cooperative measures, as authorized in Florida Statutes, Chapter 163. The governing bodies for Westlake and SID shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing within the territorial limits for their respective agencies shall apply to the same degree and extend to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

- n. **Termination.** This Agreement shall terminate upon the Transition Date or upon earlier written agreement of the Parties.


- o. **Force Majeure.** In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of the other party, which may include, but is not limited to, acts of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe of plant facilities or line breaks, neither party shall be liable for such non-performance.

IN WITNESS WHEREOF, Westlake and SID have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

ATTEST:

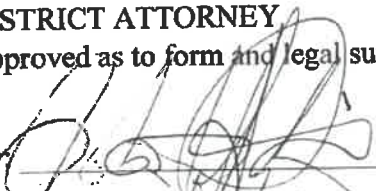
SEMINOLE IMPROVEMENT DISTRICT

By: 
Secretary

By: 
Scott Massey, President

Dated: 2/14, 2018

DISTRICT ATTORNEY
Approved as to form and legal sufficiency

By: 

Date: 2/14/18

ATTEST:

Clerk ..

By: 
Clerk, Sandra DeMarco

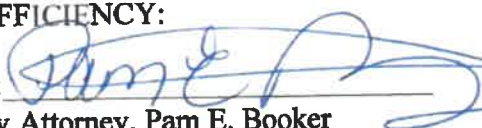
CITY OF WESTLAKE, FLORIDA
BY ITS CITY COUNCIL


By: 
Roger Manning, Mayor

Printed Name: _____

Dated: _____, 2018

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
City Attorney, Pam E. Booker

By: 
District Attorney, Robert P. Dillenderfer

APPROVED AS TO TERMS AND CONDITIONS

By: 
Ken Cassel, District Manager

By: 
Ken Cassel, City Manager

BOND NO. 80183493

RIDER

To be attached to and form a part of Bond No. 80183493

executed by MINTO PBLH, LLC as Principal

and by THE GUARANTEE COMPANY OF NORTH AMERICA USA as Surety,

in favor of CITY OF WESTLAKE,

and effective as of November 14, 2019.

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing BOND AMOUNT

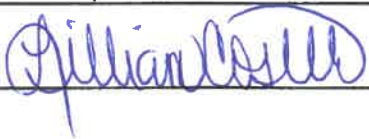
FROM: \$1,171,513.63

TO: \$1,429,916.56


Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 6th day of December, 2019.

Signed and sealed this 6th day of December, 2019.

MINTO PBLH, LLC Principal

BY: 

THE GUARANTEE COMPANY OF NORTH AMERICA USA Surety

BY: 
Elizabeth Marrero Attorney-in-Fact



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Claudette Alexander Hunt, Elizabeth Marrero
Aon Risk Services, Inc. of Florida

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of December, 2019.

Randall Musselman, Secretary

ADDITIONAL OBLIGEE RIDER

Rider # _____ -A

This Rider is made part of performance bond number 80183493 hereinafter called the "Bond"), issued by THE GUARANTEE COMPANY OF NORTH AMERICA USA (hereinafter called the "Surety"), at the request of MINTO PBLH, LLC (hereinafter called the "Principal"), in favour of CITY OF WESTLAKE, FL as obligee (hereinafter called the "First Obligee").

IT IS UNDERSTOOD AND AGREED THAT the Bond is hereby amended as follows:

- 1.- SEMINOLE IMPROVEMENT DISTRICT, 4001 Seminole Pratt Whitney Rd, FL 33470 is or, if applicable, are added as additional obligee(s), (hereinafter called the "Additional Obligees");
2. It is a condition of the above mentioned performance bond that any Additional Obligee's claim against the Surety or the Principal under such bond, can only be made if the Additional Obligees submitting such claim, undertake in writing to fulfil and in fact, do fulfil all of the First Obligee's obligations under its contract with the Principal, including those relating to payments;
3. Notwithstanding the number of Obligees, the Surety shall not be liable under this bond, for a greater amount than the sum specified; accordingly, any amount paid by the Surety under this Bond as a result of one or more claims by the First Obligee, reduces to the same extent, the amount of the bond as to any claim by any of the Additional Obligees and vice versa.

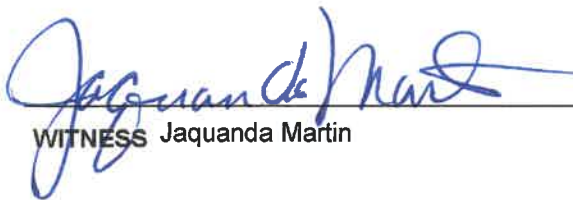
IT IS FURTHER UNDERSTOOD AND AGREED THAT all other terms and conditions of the Bonds remain unchanged.

SIGNED AND DATED this December 6, 2019



MINTO PBLH, LLC





WITNESS Jaquanda Martin

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Elizabeth Marrero

, ATTORNEY-IN-FACT



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Claudette Alexander Hunt, Elizabeth Marrero
Aon Risk Services, Inc. of Florida

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of December, 2019.

[Signature of Randall Musselman]

Randall Musselman, Secretary



LLW

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Reply To: West Palm Beach

March 16, 2020

Pam E. Booker, City Attorney
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

Re: SID Authority to Bond

Dear Pam:

This letter is to respond to your email dated March 5, 2020. I would like to take this opportunity to explain why SID disagrees with the City’s position on the bonding issue based upon the City’s Charter, the Interlocal Agreement with SID, ULDC Chapter 11, and as a matter of state law.

Legal Background

As you well know, the City’s Charter declares “the City shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District at any time prior to the Transition Date.” *City of Westlake* Charter, §13.H. The City’s charter is the “paramount law of a municipality,” *City of Miami Beach v. Fleetwood Hotel, Inc.*, 261 So.2d 801, 803 (Fla. 1972), and the City cannot undertake actions that are directly contrary to the provisions of its charter. *See West Palm Beach Golf Comm’n v. Callaway*, So.2d 880 (Fla. 4th DCA) (finding an ordinance could not be enforced where it was in conflict with the unambiguous authority of the charter); *Neapolitan Enterprises, LLC v. City of Naples*, 185 So.3d 585, 593 (2016) (stating “A municipality ‘engages in an ultra vires act when it lacks the authority to take the action under statute or its own governing laws.’”) (further punctuation and citations omitted).

SID is empowered to construct and maintain a number of public works and utilities, including water, wastewater, drainage, irrigation, water management, parks, recreation facilities, roads, and related activities. Chapter 2000-431, Laws of Florida. The Interlocal Agreement between the City and SID also specifically states that SID shall be the exclusive provider of and shall have the exclusive authority to construct, operate, and maintain facilities for potable water,

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wastewater, reclaimed water, and irrigation water services; shall have the ability to construct, improve, pave and maintain roads; and shall have exclusive power to construct and maintain works for surface water management and control. It also provides that SID “shall have the exclusive authority to set requirements and standards for, review, approve, and issue permits for facilities: 1) depicted in its Water Control Plan, and 2) addressed in sections [governing parks; potable water, wastewater, and reclaimed water service; irrigation water service; roadways and transportation infrastructure; and surface water management and drainage].” Therefore, the City has no jurisdiction to undertake construction or maintenance activities related to the items within SID’s jurisdiction.

Critically, the Interlocal Agreement also provides “Each Party shall only review those items or matters over which it has jurisdiction, and no party shall deny a permit or authorization on grounds over which it has no jurisdiction.” *Interlocal Agreement*, § 18.f.

As a Matter of Platting

Although part of a broader discussion, this particular line of dialog started with the City’s refusal to accept a bond that accompanied an application for the ISTF Plat (Pods I and J) because SID was listed on a rider as an additional obligee. As I understand it, the City is relying on the County ULDC, Chapter 11 for this refusal.

You have stated that that bond is being requested as a part of the platting process, and that platting is solely a City function. As you state in your email, Chapter 177, *Florida Statutes*, contains the state law platting requirements. However, nothing in Chapter 177 mandates either construction of or bonding for required improvements as a condition of platting. Those requirements have been added by Westlake as a matter of policy over and above what is required by Chapter 177. Attached is a copy of the entirety of Chapter 177 with any reference to the word “bond” highlighted. The requirements for a plat are set out in section 177.091. As you can see, that section does not, as a matter of content, require a bond as a condition of plat approval or recording. We have never claimed that SID may exercise platting authority. While the City enjoys platting authority, it may not use platting as a means to expand its authority beyond what is permitted by its Charter.

The purpose of the bond is not to secure the *plat*, it is to secure construction of the *required improvements* on the land being platted. The majority of the required improvements under

ULDC Chapter 11 – including stormwater management systems, wastewater systems, potable water systems, utilities, and parts of the access and circulation system – fall within SID’s exclusive jurisdiction. Under the Charter and the Interlocal Agreement, construction of those required improvements is solely a SID function – that is, even if the City were to call the bond and collect the funds, it would be unable to undertake the construction of the improvements. *Neapolitan Enterprises, LLC v*, 185 So.3d at 593; *Interlocal Agreement*.

This makes Westlake different from other jurisdictions, including Palm Beach County, that require bonding of required improvements prior to plat recordation. Those jurisdictions have the legal ability to construct the required improvements should the developer fail to do so. The City simply does not have that authority.

We understand that the City has not yet adopted its own land development regulations governing platting, and so relies on Chapter 11 of Palm Beach County’s ULDC for its bonding and platting requirements. However, the City’s interim use of Chapter 11 of the ULDC does not authorize the City to exceed its Charter limitations. *See West Palm Beach Golf Commission v. Callaway*, 604 So.2d 880, 881 (Fla. 4th DCA, 1992) (finding provisions of ordinance in conflict with City Charter invalid). Chapter 11 contemplates a jurisdiction that has the legal authority to construct required infrastructure improvements. The City does not have that authority. The City cannot use Chapter 11 of the ULDC to evade the explicit restrictions contained in the Charter reserving to SID the power to develop infrastructure in the City.

Moreover, Chapter 11 of the ULDC does not itself include a bond as a plat sufficiency requirement. Chapter 11.D.1.B. of the ULDC contains the content requirements for a final plat; “the plat ... shall conform to the requirements of this Section.” Like the provisions of section 177.091, Florida Statutes, a bond is not listed as a requirement in this Section. The surety requirement is found elsewhere in Art. 11, in Chapter B, Subdivision Requirements, or Chapter E, Required Improvements, and not in Chapter D, platting. While it may be a requirement of recordation of the plat under Art. 11, it is not a required element of the plat. That reinforces the notion that the bond is not for the plat; it is for the successful completion of improvements. The City’s interest in seeing that improvements are successfully completed prior to recording a plat can clearly be satisfied by relying on SID’s certification.

Adding SID as an additional obligee on the bond does not remove the City’s ability to call the bond, or impact the City’s ability to use bond funding to complete items within the City’s

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jurisdiction. Rather, it helps ensure that in the event the developer does not complete the required improvements, those items outside the City's jurisdiction can be completed by the only governmental entity with the legal ability to do so – SID. This is consistent with the terms and the intent of the Interlocal Agreement, and only acts to streamline the process. It also may allow the City to bond for the full price of the required improvements, where it is otherwise questionable that the City could legally request a bond for items it has no authority to construct. It can only benefit the City to allow developers to list SID as an additional obligee on all required improvements bonds so the City can be assured there is a legal mechanism to complete any unfinished required improvements.

ISTF Plat

While the larger bonding discussion between SID and the City continues, SID urges the City to accept the bond that contains the rider listing SID as an additional obligee, as it has done in the past. The bond for Ilex Way – Phase III also attached an “Additional Obligee Rider” stating that SID is an Additional Obligee, granting SID similar rights as the City to use the bond to fund the required improvements in the event the developer failed to do so. I note that as of yet, no legal explanation has been provided as to why that is impermissible.

If you have any questions or if I may be of any assistance, please don't hesitate to call me.

Very truly yours,



Robert P. Diffenderfer

RPD/lb

Enclosure

c: Ken Cassel
Suzanne Dombrowski
Jennifer Cook
John Carter

Pam E. Booker, City Attorney

March 16, 2020

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Mike Shuping

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Select Year: 2019 ▼

The 2019 Florida Statutes

Title XII
MUNICIPALITIES

Chapter 177
LAND BOUNDARIES
CHAPTER 177
LAND BOUNDARIES

[View Entire Chapter](#)

PART I
PLATTING
(ss. 177.011-177.151)

PART II
COASTAL MAPPING
(ss. 177.25-177.40)

PART III
RESTORATION OF CORNERS
(ss. 177.501-177.510)

PART I
PLATTING

- 177.011 Purpose and scope of part I.
- 177.021 Legal status of recorded plats.
- 177.031 Definitions.
- 177.041 Boundary survey and title opinion or property information report required.
- 177.051 Name and replat of subdivision.
- 177.061 Qualification and statement required.
- 177.071 Approval of plat by governing bodies.
- 177.081 Dedication and approval.
- 177.085 Platted streets; reversionary clauses.
- 177.086 Installation of cul-de-sacs.
- 177.091 Plats made for recording.
- 177.101 Vacation and annulment of plats subdividing land.
- 177.111 Instructions for filing plat.
- 177.121 Misdemeanor to molest monument or deface or destroy map or plat.
- 177.131 Recordation of the Department of Transportation official right-of-way maps and other governmental right-of-way maps.
- 177.132 Preservation of unrecorded maps.
- 177.141 Affidavit confirming error on a recorded plat.
- 177.142 Renaming of subdivisions and streets on plats and maps.
- 177.151 State plane coordinate.

177.011 Purpose and scope of part I.—This part shall be deemed to establish consistent minimum requirements, and to create such additional powers in local governing bodies, as herein provided to regulate and control the platting of lands. This part establishes minimum requirements and does not exclude additional provisions or regulations by local ordinance, laws, or regulations.

History.—s. 1, ch. 71-339; s. 33, ch. 79-164.

177.021 Legal status of recorded plats.—The recording of any plats made in compliance with the provisions of this part shall serve to establish the identity of all lands shown on and being a part of such plats, and lands may thenceforth be conveyed by reference to such plat.

History.—s. 1, ch. 71-339; s. 1, ch. 98-20.

177.031 Definitions.—As used in this part:

- (1) “Alley” means a right-of-way providing a secondary means of access and service to abutting property.
- (2) “Block” includes “tier” or “group” and means a group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter, or other name through which it may be identified.
- (3) “Board” means any board appointed by a municipality, county commission, or state agency, such as the planning and zoning board, area planning board, or the governing board of a drainage district.
- (4) “Governing body” means the board of county commissioners or the legal governing body of a county, municipality, town, or village of this state.
- (5) “Cul-de-sac” means a street terminated at the end by a vehicular turnaround.
- (6) “Developer” means the owners of record executing the dedication required by s. 177.081 and applying for approval of a plat of a subdivision pursuant to this part.
- (7)(a) “Easement” means any strip of land created by a subdivider for public or private utilities, drainage, sanitation, or other specified uses having limitations, the title to which shall remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude.
 - (b) “Public utility” includes any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, or telephone line, whether underground or overhead.
- (8) “Survey data” means all information shown on the face of a plat that would delineate the physical boundaries of the subdivision and any parts thereof.
- (9) “Improvements” may include, but are not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street names, signs, landscaping, permanent reference monuments (P.R.M.s), permanent control points (P.C.P.s), monuments, or any other improvement required by a governing body.
- (10) “Professional surveyor and mapper” means a surveyor and mapper registered under chapter 472 who is in good standing with the Board of Professional Surveyors and Mappers.
- (11) “Lot” includes tract or parcel and means the least fractional part of subdivided lands having limited fixed boundaries, and an assigned number, letter, or other name through which it may be identified.
- (12) “Municipality” means any incorporated city, town, or village.
- (13) “P.C.P.” means permanent control point and shall be considered a reference monument.
 - (a) “P.C.P.s” set in impervious surfaces must:
 1. Be composed of a metal marker with a point of reference.
 2. Have a metal cap or disk bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable and the letters “P.C.P.”
 - (b) “P.C.P.s” set in pervious surfaces must:
 1. Consist of a metal rod having a minimum length of 18 inches and a minimum cross-section area of material of 0.2 square inches. In certain materials, encasement in concrete is optional for stability of the rod. When used, the concrete shall have a minimum cross-section area of 12.25 square inches and be a minimum of 24 inches long.

2. Be identified with a durable marker or cap with the point of reference marked thereon bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable and the letters "P.C.P."

(c) "P.C.P.s" must be detectable with conventional instruments for locating ferrous or magnetic objects.

(14) "Plat or replat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this part and of any local ordinances.

(15) "P.R.M." means a permanent reference monument which must:

(a) Consist of a metal rod having a minimum length of 18 inches and a minimum cross-section area of material of 0.2 square inches. In certain materials, encasement in concrete is optional for stability of the rod. When used, the concrete shall have a minimum cross-section area of 12.25 square inches and be a minimum of 24 inches long.

(b) Be identified with a durable marker or cap with the point of reference marked thereon bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable and the letters "P.R.M."

(c) Be detectable with conventional instruments for locating ferrous or magnetic objects.

If the location of the "P.R.M." falls in a hard surface such as asphalt or concrete, alternate monumentation may be used that is durable and identifiable.

(16) "Right-of-way" means land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

(17) "Street" includes any access way such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place, or cul-de-sac, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved, but shall not include those access ways such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines, drainage and sanitary sewers, and easements of ingress and egress.

(18) "Subdivision" means the division of land into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

(19) "State plane coordinates" means the system of plane coordinates which has been established by the National Ocean Service for defining and stating the positions or locations of points on the surface of the earth within the state and shall hereinafter be known and designated as the "Florida State Plane Coordinate System." For the purpose of the use of this system, the zones established by the National Ocean Service in NOAA Manual NOS NGS 5, State Plane Coordinate System of 1983, shall be used, and the appropriate projection and zone designation shall be indicated and included in any description using the Florida State Plane Coordinate System.

(20) Surveying data:

(a) "Point of curvature," written "P.C.," means the point where a tangent circular curve begins.

(b) "Point of tangency," written "P.T.," means the point where a tangent circular curve ends and becomes tangent.

(c) "Point of compound curvature," written "P.C.C.," means the point where two circular curves have a common point of tangency, the curves lying on the same side of the common tangent.

(d) "Point of reverse curvature," written "P.R.C.," means the point where two circular curves have a common point of tangency, the curves lying on opposite sides of the common tangent.

(21) "Legal entity" means an entity that holds a certificate of authorization issued under chapter 472, whether the entity is a corporation, partnership, association, or person practicing under a fictitious name.

(22) "Monument" means a survey marker which must:

- (a) Be composed of a durable material.
- (b) Have a minimum length of 18 inches.
- (c) Have a minimum cross-section area of material of 0.2 square inches.
- (d) Be identified with a durable marker or cap bearing either the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity, which number shall be preceded by LS or LB as applicable.
- (e) Be detectable with conventional instruments for locating ferrous or magnetic objects.

If the location of the monument falls in a hard surface such as asphalt or concrete, alternate monumentation may be used that is durable and identifiable.

History.—s. 1, ch. 71-339; s. 2, ch. 72-29; s. 49, ch. 73-333; s. 6, ch. 82-179; s. 49, ch. 83-217; s. 42, ch. 91-45; s. 101, ch. 94-119; s. 1452, ch. 95-147; s. 2, ch. 98-20; s. 3, ch. 2004-366.

177.041 Boundary survey and title opinion or property information report required.—Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by:

(1) A boundary survey of the platted lands. However, a new boundary survey for a replat is required only when the replat affects any boundary of the previously platted property or when improvements which may affect the boundary of the previously platted property have been made on the lands to be replatted. The boundary survey must be performed and prepared under the responsible direction and supervision of a professional surveyor and mapper preceding the initial submittal of the plat to the local governing body. This subsection does not restrict a legal entity from employing one professional surveyor and mapper to perform and prepare the boundary survey and another professional surveyor and mapper to prepare the plat.

(2) A title opinion of an attorney at law licensed in Florida or a property information report showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or property information report must also show all mortgages not satisfied or released of record nor otherwise terminated by law.

History.—s. 1, ch. 71-339; s. 1, ch. 72-77; s. 1, ch. 88-48; s. 3, ch. 98-20; s. 1, ch. 99-288; s. 1, ch. 2017-132.

177.051 Name and replat of subdivision.—

(1) Every subdivision shall be given a name by which it shall be legally known. For the purpose of this section, that name is the “primary name.” The primary name shall not be the same or in any way so similar to any name appearing on any recorded plat in the same county as to confuse the records or to mislead the public as to the identity of the subdivision, except when the subdivision is further divided as an additional unit or section by the same developer or the developer’s successors in title. In that case, the additional unit, section, or phase shall be given the primary name followed by the unit, section, or phase number. Words such as “the,” “replat,” or “a” may not be used as the first word of the primary name. Every subdivision’s name shall have legible lettering of the same size and type, including the words “section,” “unit,” or “phase.” If the word “replat” is not part of the primary name, then it may be of a different size and type. The primary name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision name.

(2) Any change in a plat, except as provided in s. 177.141, shall be labeled a “replat,” and a replat must conform with this part. After the effective date of this act, the terms “amended plat,” “revised plat,” “corrected plat,” and “resubdivision” may not be used to describe the process by which a plat is changed.

History.—s. 1, ch. 71-339; s. 935, ch. 95-147; s. 4, ch. 98-20.

177.061 Qualification and statement required.—Every plat offered for recording pursuant to the provisions of this part must be prepared by a professional surveyor and mapper. The plat must be signed and sealed by that professional surveyor and mapper, who must state on the plat that the plat was prepared under his or her direction and supervision and that the plat complies with all of the survey requirements of this part. Every plat must also contain the printed name and registration number of the professional surveyor and mapper directly below the statement required by this section, along with the printed name, address, and certificate of authorization number

of the legal entity, if any. A professional surveyor and mapper practicing independently of a legal entity must include his or her address.

History.—s. 1, ch. 71-339; s. 102, ch. 94-119; s. 1453, ch. 95-147; s. 5, ch. 98-20.

177.071 Approval of plat by governing bodies.—

(1) Before a plat is offered for recording, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat. If not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation. For the purposes of this part:

(a) When the plat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.

(b) When a plat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.

(c) When a plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its boundaries, unless the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

(2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

History.—s. 1, ch. 71-339; s. 1, ch. 76-110; s. 1, ch. 77-152; s. 1, ch. 77-278; s. 103, ch. 94-119; s. 1, ch. 95-176; s. 6, ch. 98-20.

177.081 Dedication and approval.—

(1) Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.

(2) Every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. All mortgagees having a record interest in the lands subdivided shall execute, in the same manner in which deeds are required to be executed, either the dedication contained on the plat or a separate instrument joining in and ratifying the plat and all dedications and reservations thereon.

(3) When a tract or parcel of land has been subdivided and a plat thereof bearing the dedication executed by the owners of record and mortgagees having a record interest in the lands subdivided, and when the approval of the governing body has been secured and recorded in compliance with this part, all streets, alleys, easements, rights-of-way, and public areas shown on such plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.

History.—s. 1, ch. 71-339; s. 2, ch. 79-86; s. 7, ch. 98-20; s. 2, ch. 99-288.

177.085 Platted streets; reversionary clauses.—

(1) When any owner of land subdivides the land and dedicates streets, other roadways, alleys or similar strips on the map or plat, and the dedication contains a provision that the reversionary interest in the street, roadway, alley or other similar strip is reserved unto the dedicator or his or her heirs, successors, assigns, or legal representative, or similar language, and thereafter conveys abutting lots or tracts, the conveyance shall carry the reversionary interest in the abutting street to the centerline or other appropriate boundary, unless the owner clearly provides otherwise in the conveyance.

(2) As to all plats of subdivided lots heretofore recorded in the public records of each county, the holder of any interest in any reversionary rights in streets in such plats, other than the owners of abutting lots, shall have 1 year from July 1, 1972, to institute suit in a court of competent jurisdiction in this state to establish or enforce the right, and failure to institute the action within the time shall bar any right, title or interest, and all right of forfeiture or reversion shall thereupon cease and determine, and become unenforceable.

History.—ss. 1, 2, ch. 72-257; s. 50, ch. 73-333; s. 936, ch. 95-147.

177.086 Installation of cul-de-sacs.—In the event a municipality or county installs a cul-de-sac on a street or road under its jurisdiction and thereby discontinues use of any existing street or road right-of-way, such discontinuance shall not operate to abandon or vacate the unused right-of-way unless the governing body of the municipality or county adopts a resolution or ordinance, as appropriate, vacating the unused right-of-way.

History.—s. 73, ch. 87-243.

177.091 Plats made for recording.—Every plat of a subdivision offered for recording shall conform to the following:

(1) It must be:

(a) An original drawing made with black permanent drawing ink; or

(b) A nonadhered scaled print on a stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency.

Marginal lines, standard certificates and approval forms shall be printed on the plat with a permanent black drawing ink. A print or photographic copy of the original drawing must be submitted with the original drawing.

(2) The size of each sheet shall be determined by the local governing body and shall be drawn with a marginal line, or printed when permitted by local ordinance, completely around each sheet and placed so as to leave at least a 1/2-inch margin on each of three sides and a 3-inch margin on the left side of the plat for binding purposes.

(3) When more than one sheet must be used to accurately portray the lands subdivided, an index or key map must be included and each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled matchlines to show where other sheets match or adjoin.

(4) In all cases, the letter size and scale used shall be of sufficient size to show all detail. The scale shall be both stated and graphically illustrated by a graphic scale drawn on every sheet showing any portion of the lands subdivided.

(5) The name of the plat shall be shown in bold legible letters, as stated in s. 177.051. The name of the subdivision shall be shown on each sheet included. The name of the professional surveyor and mapper or legal entity, along with the street and mailing address, must be shown on each sheet included.

(6) A prominent “north arrow” shall be drawn on every sheet included showing any portion of the lands subdivided. The bearing or azimuth reference shall be clearly stated on the face of the plat in the notes or legend, and, in all cases, the bearings used shall be referenced to some well established and monumented line.

(7) Permanent reference monuments must be placed at each corner or change in direction on the boundary of the lands being platted and may not be more than 1,400 feet apart. Where such corners are in an inaccessible place, “P.R.M.s” shall be set on a nearby offset within the boundary of the plat and such offset shall be so noted on the plat. Where corners are found to coincide with a previously set “P.R.M.,” the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity on the previously set “P.R.M.” shall be shown on the new plat or, if unnumbered, shall so state. Permanent reference monuments shall be set before the recording of the plat. The “P.R.M.s” shall be shown on the plat by an appropriate symbol or designation.

(8) Permanent control points shall be set on the centerline of the right-of-way at the intersection and terminus of all streets, at each change of direction, and no more than 1,000 feet apart. Such “P.C.P.s” shall be shown on the plat by an appropriate symbol or designation. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, “P.C.P.s” may be set prior to the recording of the plat and must be set within 1 year of the date the plat was recorded. In the counties or

municipalities that require subdivision improvements and have the means of insuring the construction of said improvements, such as **bonding** requirements, "P.C.P.s" must be set prior to the expiration of the **bond** or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing to place the "P.C.P.s" within the time allotted.

(9) Monuments shall be set at all lot corners, points of intersection, and changes of direction of lines within the subdivision which do not require a "P.R.M." or a "P.C.P."; however, a monument need not be set if a monument already exists at such corner, point, or change of direction or when a monument cannot be set due to a physical obstruction. In those counties or municipalities that do not require subdivision improvements and do not accept **bonds** or escrow accounts to construct improvements, monuments may be set prior to the recording of the plat and must be set at the lot corners before the transfer of the lot. In those counties or municipalities that require subdivision improvements and have the means of ensuring the construction of those improvements, such as **bonding** requirements, monuments shall be set prior to the expiration of the **bond** or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing who shall be allowed to place the monuments within the time allotted.

(10) The section, township, and range shall appear immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.

(11) Each plat shall show a description of the lands subdivided, and the description shall be the same in the title certification. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.

(12) The dedications and approvals required by ss. 177.071 and 177.081 must be shown.

(13) The circuit court clerk's certificate and the professional surveyor and mapper's seal and statement required by s. 177.061 shall be shown.

(14) All section lines and quarter section lines occurring within the subdivision shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning, shall be indicated. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries are to be defined by metes and bounds and courses.

(15) Location, width, and names of all streets, waterways, or other rights-of-way shall be shown, as applicable.

(16) Location and width of proposed easements and existing easements identified in the title opinion or property information report required by s. 177.041(2) must be shown on the plat or in the notes or legend, and their intended use shall be clearly stated. Where easements are not coincident with property lines, they must be labeled with bearings and distances and tied to the principal lot, tract, or right-of-way.

(17) All contiguous properties shall be identified by subdivision title, plat book, and page, or, if unplatted, land shall be so designated. If the subdivision platted is a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a replat shall be stated as a subtitle under the name of the plat on each sheet included. The subtitle must state the name of the subdivision being replatted and the appropriate recording reference.

(18) All lots shall be numbered either by progressive numbers or, if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.

(19) Sufficient survey data shall be shown to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data, with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much

certainty as can be determined or as “more or less,” if variable. Lot, block, street, and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to horizontal plane and in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology. All measurements shall use the $39.37 \div 12 = 3.28083333333$ equation for conversion from a U.S. foot to meters.

(20) Curvilinear lot lines shall show the radii, arc distances, and central angles. Radial lines will be so designated. Direction of nonradial lines shall be indicated.

(21) Sufficient angles, bearings, or azimuth to show direction of all lines shall be shown, and all bearings, angles, or azimuth shall be shown to the nearest second of arc.

(22) The centerlines of all streets shall be shown as follows: noncurved lines: distances together with either angles, bearings, or azimuths; curved lines: arc distances, central angles, and radii, together with chord and chord bearing or azimuths.

(23) Park and recreation parcels as applicable shall be so designated.

(24) All interior excepted parcels as described in the description of the lands being subdivided shall be clearly indicated and labeled “Not a part of this plat.”

(25) The purpose of all areas dedicated must be clearly indicated or stated on the plat.

(26) When it is not possible to show line or curve data information on the map, a tabular form may be used. The tabular data must appear on the sheet to which it applies.

(27) The plat shall include in a prominent place the following statements: “NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.”

(28) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

(29) A legend of all symbols and abbreviations shall be shown.

History.—s. 1, ch. 71-339; s. 51, ch. 73-333; s. 1, ch. 87-266; s. 3, ch. 87-349; s. 1, ch. 90-320; s. 104, ch. 94-119; s. 1454, ch. 95-147; s. 8, ch. 98-20; s. 6, ch. 99-259; s. 3, ch. 99-288; s. 2, ch. 2017-132.

177.101 Vacation and annulment of plats subdividing land.—

(1) Whenever it is discovered, after the plat has been recorded in the public records, that the developer has previously caused the lands embraced in the second plat to be differently subdivided under and by virtue of another plat of the same identical lands, and the first plat was also filed of public record at an earlier date, and no conveyances of lots by reference to the first plat so filed appears of record in such county, the governing body of the county is authorized and directed to and shall, by resolution, vacate and annul the first plat of such lands appearing of record upon the application of the developer of such lands under the first plat or upon application of the owners of all the lots shown and designated upon the second and subsequent plat of such lands, and the circuit court clerk of the county shall thereupon make proper notation of the annulment of such plat upon the face of such annulled plat.

(2) Whenever it is discovered that after the filing of a plat subdividing a parcel of land located in the county, the developer of the lands therein and thereby subdivided did cause such lands embraced in said plat, or a part thereof, to be again and subsequently differently subdivided under another plat of the same and identical lands or a part thereof, which said second plat was also filed at a later date; and it is further made to appear to the governing body of the county that the filing and recording of the second plat would not materially affect the right

of convenient access to lots previously conveyed under the first plat, the governing body of the county is authorized by resolution to vacate and annul so much of the first plat of such lands appearing of record as are included in the second plat, upon application of the owners and developer of such lands under the first plat or their successors, grantees, or assignees, and the circuit court clerk of the county shall thereupon make proper notation of the action of the governing body upon the face of the first plat. The approval of a replat by the governing body of a local government, which encompasses lands embraced in all or part of a prior plat filed of public record shall, upon recordation of the replat, automatically and simultaneously vacate and annul all of the prior plat encompassed by the replat.

(3) The governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

(4) Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid. For the purpose of the tax collector's certification that state, county, and municipal taxes have been paid, the taxes shall be deemed to have been paid if, in addition to any partial payment under s. 194.171, the owner of the platted lands sought to be vacated shall post a cash bond, approved by the tax collector of the county where the land is located and by the Department of Revenue, conditioned to pay the full amount of any judgment entered pursuant to s. 194.192 adverse to the person making partial payment, including all costs, interest, and penalties. The circuit court shall fix the amount of said bond by order, after considering the reasonable timeframe for such litigation and all other relevant factors; and a certified copy of such approval, order, and cash bond shall be attached to the application. If such tract or parcel of land is within the corporate limits of any incorporated city or town, the governing body of the county shall be furnished with a certified copy of a resolution of the town council or city commission, as the case may be, showing that it has already by suitable resolution vacated such plat or subdivision or such part thereof sought to be vacated.

(5) Every such resolution by the governing body shall have the effect of vacating all streets and alleys which have not become highways necessary for use by the traveling public. Such vacation shall not become effective until a certified copy of such resolution has been filed in the offices of the circuit court clerk and duly recorded in the public records of said county.

(6) All resolutions vacating plats by the governing body of a county prior to September 1, 1971, are hereby validated, ratified, and confirmed. Such resolutions shall have the same effect as if the plat had been vacated after September 1, 1971.

History.—s. 1, ch. 71-339; s. 1, ch. 79-86; s. 32, ch. 87-224; s. 9, ch. 98-20.

177.111 Instructions for filing plat.—After the approval by the appropriate governing body required by s. 177.071, the plat shall be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they shall not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat at a reasonable fee.

History.—s. 1, ch. 71-339; s. 1, ch. 76-110; s. 937, ch. 95-147; s. 7, ch. 99-259.

177.121 Misdemeanor to molest monument or deface or destroy map or plat.—It is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, for any person to molest any monuments

established according to this part or to deface or destroy any map or plat placed on public record.

History.—s. 1A, ch. 71-339; s. 10, ch. 98-20.

177.131 Recordation of the Department of Transportation official right-of-way maps and other governmental right-of-way maps.—

(1) The circuit court clerk of a county shall record in the public land records of the county any map prepared and adopted by the Department of Transportation or any other governmental entity as its official right-of-way map after the same has been approved by the appropriate governmental authority. The clerk shall use special plat books provided by the appropriate governmental authority for such maps, which shall be kept with other plat books. The clerk shall make available to the public a full size copy of the right-of-way maps at a reasonable fee.

(2) Sections 177.011-177.121 of this part are not applicable to this section. Upon request of the clerk, the Department of Transportation shall furnish without charge a reproducible copy of its right-of-way maps.

History.—s. 1, ch. 71-339; s. 11, ch. 98-20.

177.132 Preservation of unrecorded maps.—

(1) The clerk of the circuit court of a county may receive and copy, as unrecorded maps, otherwise unrecorded plats and maps, including sales maps, which describe or illustrate the boundaries and subdivision of parcels of land, but which do not necessarily indicate proper metes and bounds or otherwise comply with the recording requirements of this part. The receipt and copying of such documents shall not affect or impair the title to the property in any manner, nor shall it be construed as actual or constructive notice, but shall be for informational purposes only and shall not be referred to for the purpose of conveying property or for circumventing the lawful regulation and control of subdividing lands by local governing bodies. The clerk may maintain a separate book or other filing process provided by the county for this purpose. The clerk shall make reproductions of these copies available to the public at a reasonable fee.

(2) Sections 177.021-177.121 of this part shall not apply to this section.

History.—s. 2, ch. 76-110; s. 12, ch. 98-20.

177.141 Affidavit confirming error on a recorded plat.—In the event an error or omission in the data shown on any plat duly recorded under the provisions of this part is detected by subsequent examination or revealed by a retracement of the original survey of the lands shown on such recorded plat, the professional surveyor and mapper or legal entity responsible for the survey and the preparation of the plat as recorded may file an affidavit confirming that such error or omission was made. If applicable, the affidavit must state that the professional surveyor and mapper or legal entity has made a resurvey of the subject property in the recorded subdivision within the last 10 days and that no evidence existed on the ground that would conflict with the corrections as stated in the affidavit. The affidavit shall describe the nature and extent of such error or omission and the appropriate correction that in the affiant's professional opinion should be substituted for the erroneous data shown on the plat or added to the data on the plat. When such an affidavit is filed, it is the duty of the circuit court clerk to record the affidavit, and he or she must place in the margin of the recorded plat a notation that the affidavit has been filed, the date of filing, and the official book and page where it is recorded. The notation must also be placed on all copies of the plat used for reproduction purposes. The affidavit shall have no effect upon the validity of the plat.

History.—s. 1, ch. 71-339; s. 7, ch. 82-179; s. 105, ch. 94-119; s. 1455, ch. 95-147; s. 13, ch. 98-20.

177.142 Renaming of subdivisions and streets on plats and maps.—If the local governing body determines that a subdivision, street, or other name appearing on a recorded plat or map or an unrecorded map maintained by the clerk of the circuit court pursuant to s. 177.132 constitutes an ethnic or racial slur, the local governing body is authorized to change that name by ordinance. The clerk of the circuit court of the county shall place in the margin of the plat or map a notation that an ordinance has been passed changing the name, the date of the name change, and the book and page in the public records where the ordinance is recorded.

History.—s. 2, ch. 95-176.

177.151 State plane coordinate.—

(1) Coordinates may be used to define or designate the position of points on the surface of the earth within the state for land descriptions and subdivision purposes, provided the initial point in the description shall be tied to the nearest government corner or other recorded and well established corner. The state plane coordinates of a point on the earth's surface, to be used in expressing the position or location of such point in the appropriate projection and zone system, shall consist of two distances, expressed in meters or feet and decimals of the same. One position, to be known as the "Northing," shall give the position in a north and south direction; the other, to be known as the "Easting," shall give the position in an east and west direction. These coordinates shall be made to depend upon and conform to the origins and projections on the Florida State Plane Coordinate System and the geodetic control stations of the National Ocean Service within the state, as those origins and projections have been determined by such service. When any tract of land to be defined by a single description extends from one into the other of the above projections or zones, the positions of all points on its boundary may be referred to either of the zones or projections, with the zone and projection being used specifically named in the description.

(2) The position of points on the Florida State Plane Coordinate System shall be as marked on the ground by geodetic control stations established in conformity with standards adopted by the National Ocean Service for first-order and second-order work, the geodetic positions of which have been rigidly adjusted on the North American Datum of 1983, as readjusted in 1990, and the coordinates of which have been computed on the Florida State Plane Coordinate System. Any such station may be used for establishing a survey connection with the Florida State Plane Coordinate System.

History.—s. 1, ch. 71-339; s. 161, ch. 92-152; s. 106, ch. 94-119; s. 14, ch. 98-20.

**PART II
COASTAL MAPPING**

- 177.25 Short title.
- 177.26 Declaration of policy.
- 177.27 Definitions.
- 177.28 Legal significance of the mean high-water line.
- 177.29 Powers and duties of the department.
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- 177.37 Notification to department.
- 177.38 Standards for establishment of local tidal datums.
- 177.39 Determination of mean high-water line or mean low-water line.
- 177.40 Admissibility of maps and surveys.

177.25 Short title.—This part shall be cited as the "Florida Coastal Mapping Act of 1974."

History.—s. 1, ch. 74-56.

177.26 Declaration of policy.—The Legislature recognizes the desirability of confirmation of the mean high-water line, as recognized in the State Constitution and defined in s. 177.27(15) as the boundary between state sovereignty land and uplands subject to private ownership, as well as the necessity for uniform standards and procedures with respect to the establishment of local tidal datums and the determination of the mean high-water and mean low-water lines, and therefore directs that uniform standards and procedures be developed.

History.—s. 2, ch. 74-56; s. 2, ch. 91-56.

177.27 Definitions.—The following words, phrases, or terms used herein, unless the context otherwise indicates, shall have the following meanings:

(1) "Apparent shoreline" means the line drawn on a map or chart in lieu of the mean high-water line or mean low-water line in areas where either or both may be obscured by marsh or mangrove, cypress, or other types of

ARTICLE 11

SUBDIVISION, PLATTING, AND REQUIRED IMPROVEMENTS

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ARTICLE 11

SUBDIVISION, PLATTING, AND REQUIRED IMPROVEMENTS

CHAPTER A GENERAL REQUIREMENTS

Section 1 General Provisions

A. Applicability

The regulations set forth in this Article shall be applicable to all subdivision of land in unincorporated PBC, Florida, or as hereafter established. Pursuant to [Art. 2.G.4, Staff Officials](#), the Director of Land Development shall be responsible for review and rendering interpretations on behalf of the County Engineer. Deviations from the provisions of this Article may be permitted for development supporting government facilities within the PO Zoning District, subject to approval by the County Engineer utilizing the following standards: **[Ord. 2007-013]** **[Ord. 2018-018]**

1. the proposed deviation(s) creates no hindrances, restraints, or incompatibilities for the uses, structures, and lands surrounding and in the vicinity of the land proposed for development; **[Ord. 2007-013]**
2. the proposed deviation(s) maintains proper and adequate access to the land proposed for development; **[Ord. 2007-013]**
3. the proposed deviation(s) allows for development in a logical, timely, and functionally adequate manner; **[Ord. 2007-013]**
4. special or unique circumstances or factors exist that are applicable to the land proposed for development; **[Ord. 2007-013]**
5. the proposed deviation(s) allows for reasonable or practical use of the land proposed for development; **[Ord. 2007-013]**
6. approval of the deviation(s) is consistent with the purpose, goals, policies, and objectives of the Plan and this Code; and, **[Ord. 2007-013]**
7. approval of the deviation(s) is not injurious to the surrounding area or otherwise detrimental to public health, safety, and general welfare. **[Ord. 2007-013]**

B. Purpose and Intent

The specific provisions of this Article shall be applied and interpreted in a manner consistent with PBC's purpose and intent to:

1. Establish procedures and standards for the subdivision of real estate;
2. Ensure proper legal description, identification, monumentation, and recording of subdivisions;
3. Aid in the coordination of land development in accordance with orderly physical patterns;
4. Implement the Plan with respect to installation of on-site improvements for new development, which improvements are necessary to meet or maintain the levels of service required under the Concurrency Management System of the Plan;
5. Ensure provision of safe, convenient legal and physical access to and circulation among lots for vehicular and pedestrian traffic;
6. Ensure provision of adequate utilities to support development of each lot;
7. Regulate the subdivision and associated development of lands subject to seasonal or periodic flooding, and provide for adequate stormwater management to minimize adverse impacts of development on water resources while ensuring acceptable levels of protection from inundation for residents and improvements;
8. Ensure that the citizens and taxpayers of PBC will not have to bear the costs resulting from haphazard subdivision of land or failure by the developer to provide adequate and necessary physical improvements of lasting quality; and,
9. Assure the purchaser of land in a subdivision that necessary infrastructure improvements have been provided in accordance with PBC Standards for design and construction, and that associated rights and obligations have been established for the use and maintenance of said improvements.

Section 2 Interpretation

A. Minimum Requirements

In their interpretation and application, the requirements of this Article shall be deemed to be the minimum requirements necessary for the promotion of public health, safety, and general welfare.

B. Relationship to Other Agency Requirements

The requirements of this Article are intended to complement and expand upon rules, regulations, and permit requirements of other State, regional, and local agencies applicable to the design, construction, and/or operation of facilities for access and circulation of vehicles and pedestrians, construction of streets and related facilities, power and communication services, wastewater and water services, and stormwater management and flood protection in PBC. Compliance with the requirements of this Article shall not relieve the developer from the necessity to comply with all requirements and obtain all permits required by the regulations of such other agencies.

C. Conflicting Requirements

In the event of conflict between a specific requirement of this Article and that of another agency's rule, compliance with this Article shall be interpreted by the County Engineer to avoid the conflict where such avoidance is not inconsistent with the general purposes and intent of this Article and is affirmatively demonstrated as necessary to meet the purposes and intent of the conflicting rule. However, if the difference between said requirements is solely a matter of degree, the more restrictive requirement shall prevail and no conflict will be considered to exist.

Section 3 General Requirements

A. Platting Requirement

Any developer planning to subdivide land shall record a Final Plat in accordance with the requirements of this Article unless such requirement is specifically waived by the County Engineer in accordance with the provisions of [Art. 11.A.8, Exceptions to General Requirements](#). [Ord. 2011-016] [Ord. 2012-003]

B. Required Improvements Installation Requirement

The adequacy of necessary public or private facilities and services for traffic and pedestrian access and circulation, solid waste, wastewater disposal, potable water supply, stormwater management, and similar facilities and services, and potential adverse impacts on adjacent land uses and facilities shall be considered in the review of all development proposals. No Final Plat or certified boundary survey shall be recorded until all required improvements set forth in [Art. 11.E.1, Required Improvements](#), except those specifically waived pursuant to [Art. 11.A.8.F, Exceptions to Installation of Improvements Requirement](#), are either completed in accordance with the requirements of [Art. 11.B.5, Construction of Required Improvements](#), or are guaranteed to be completed by the developer in accordance with the provisions of [Art. 11.B.2.A, Land Development Permit Application Submittal](#). [Ord. 2011-016] [Ord. 2014-025]

C. Standards and Responsibility for Required Improvements

All required improvements shall be designed pursuant to the standards and specifications as prescribed in this Article and PBC Standards, or as otherwise required by the County Engineer, in accordance with acceptable standards of engineering principles. All such improvements shall be installed by and at the expense of the developer in conformance with approved construction plans as referenced by the applicable Land Development Permit.

D. Conformity with Land Use, Density, and Concurrency Regulations

Prior to consideration of any subdivision for approval under the terms of this Article, the land proposed to be subdivided shall:

1. Be of sufficient land area to comply with the density and consistency requirements and provisions of the Administration and Land Use Elements of the Plan;
2. Be in the proper zoning district and have the necessary zoning approvals required for the intended use; and,
3. Have received a Concurrency Approval, non-expired Concurrency Exemption, or Concurrency Exemption Extension, pursuant to [Art. 2.F, Concurrency \(Adequate Public Facility Standards\)](#).

E. Site Suitability

Subdivision of land unsuitable for the proposed type or extent of development shall not be approved unless adequate methods of correction or mitigation are formulated and approved in accordance with the provisions of this Article. The County Engineer may determine that land is unsuitable for subdivision due to unstable or poorly drained soils, frequent inundation, existence of environmentally sensitive or protected areas, inadequate legal or physical access to the proposed subdivision, or conditions or features deemed to be harmful to the health, safety, and general welfare of future residents or the public.

Section 4 Application of Ordinance

A. General Application

No person shall create a subdivision or develop any lot within a subdivision in unincorporated PBC except in conformity with this Article. No Final Plat or certified boundary survey of any subdivision shall be recorded unless such subdivision meets all applicable provisions of this Article, the provisions of other applicable PBC Ordinances, and the applicable laws of the State of Florida. However, the subdivision of contiguous lands shall not be subject to compliance with the provisions of this Article where the lands are under single ownership with none of the resulting lots being less than 40 acres or where the remaining land is part of a development being platted in phases in accordance with a Master Plan approved by the DRO, unless such compliance is required as a specific condition of a development order for a conditional use or special use approved pursuant to [Art. 2, Application Processes and Procedures](#). [Ord. 2011-016] [Ord. 2014-025] [Ord. 2020-001]

B. Building Permits and Other Approvals

1. Except as provided in this Section, or elsewhere in the Code, no Building Permit shall be issued for any structure on any lot created by subdivision of land in violation of this Article unless and until such lot is shown on a plat or certified boundary survey, as applicable, recorded in the manner prescribed in this Article. [Ord. 2011-016] [Ord. 2014-025]
2. Temporary structures, permanent structures having a temporary use, model homes, and ancillary structures such as fences, buffer walls, and guardhouses may receive a Building Permit prior to recordation of the Final Plat for the property only when the use and location have been approved by the DRO and shown on the approved Final Subdivision Plan. Such approval, however, shall not in any way relieve the developer from the obligation to correct any and all nonconforming setbacks, separations, or encroachments due to inconsistencies between the location of said structures and lot, street, or easement boundaries as established by the applicable recorded plat. [Ord. 2014-025]

Section 5 Previously Approved or Platted Subdivisions

A. Active Subdivision Development

All active subdivision developments and all modifications to previously platted subdivisions shall be subject to the requirements of this Article in accordance with the provisions of [Art. 1.E, Prior Approvals](#).

1. Subdivision Developments Which Are Committed Developments or Deemed Vested

Any development which constitutes a committed development under the Plan and the Concurrency Exemption Ordinance ([Ord. No. 89-35](#)), or which has otherwise been deemed vested under State of Florida law, is hereby deemed an active subdivision plan or preliminary plat, as applicable.

2. Modifications to an Active Subdivision Plan or Preliminary Plat

Modifications to an active subdivision plan or preliminary plat shall subject the development to the requirements of this Article when:

- a. The modification of an active subdivision plan for a planned development cannot be approved by the DRO if it exceeds threshold of [Art. 2.C.5.B, Administrative Modifications to Prior DOs](#); or [Ord. 2018-018]
- b. The modification of an active subdivision plan or preliminary plat constitutes more than a minor deviation such that, in the opinion of the County Engineer, the construction plans for the required improvements require a new submittal and review.

3. Fees Waived for Applications by the County Engineer

Any fee required for an application made pursuant to this Section is hereby waived for all applications made by the County Engineer.

B. Non-Conforming Subdivisions

The official records of PBC contain plats recorded prior to February 5, 1973. Such plats show areas within PBC which have been platted as subdivisions, but which have either been partially improved or developed or remain unimproved or undeveloped. These areas, if developed or improved further as platted, would not conform to the objectives and policies of the Plan for such areas.

1. Vacate Non-Conforming Plats

The BCC shall have the power, on its own motion, to order the vacation and reversion to acreage of all or any part of a subdivision within unincorporated PBC, including the vacation and abandonment of streets or other parcels of land dedicated for public purposes and the vacating of streets and other parcels of land reserved for the use of the owners, including lands maintained by a Property Owners' Association, when:

- a. The subdivision plat was recorded as provided by law prior to February 5, 1973; and

- b. within the subdivision plat or part thereof proposed to be reverted to acreage, not more than ten percent of the total number of platted lots have been sold to individual owners by the original subdivider or his successor in title.

C. Subject to Vacation by the Board

The owner or owners of a subdivision subject to vacation and reversion to acreage by motion of the BCC may either abandon the subdivision or portion thereof in accordance with the procedures of the Board, or may improve undeveloped or partially improved streets and drainage facilities at their cost and expense, provided such improvements shall comply with the provisions of this Article.

1. Public Hearing Required

Prior to ordering such a vacation and reversion to acreage, the BCC shall hold a public hearing relative to the proposed vacation and reversion to acreage, with prior notice thereof being given by publishing in a newspaper of local circulation the date of and the subject matter of the hearing once within 14 calendar days prior to the date of such public hearing. At such public hearing, the vacation and reversion to acreage of subdivided land must be shown to either conform to the Plan or reduce the nonconformity with the Plan.

2. Legal Access to Be Maintained

No owner of any parcel of land in a subdivision vacated and returned to acreage or abandoned by the owners shall be deprived, by reversion to acreage or abandonment of any part of the subdivision, of reasonable access to such parcel nor to reasonable access to existing facilities to which such parcel has theretofore had access. Such access remaining or provided after such vacation and reversion or abandonment may not necessarily be the same as theretofore existing, but shall be reasonably equivalent thereto.

D. Not Subject to Vacation

The improvement of non-conforming subdivisions not subject to vacation and reversion to acreage by motion of the BCC shall comply with the requirements of this Article and the following:

1. Streets

The existing R-O-W for a Local Street shall be considered sufficient provided it is at least 50 feet wide and the improvements conform to the 50-foot typical section or 60 feet wide and the improvements conform to the 60-foot typical section for Local Street construction as contained in PBC Standards. If the existing R-O-W is less than 50 feet wide, additional R-O-W shall be provided to make a total width of not less than 50 feet.

2. Positive Drainage

Positive drainage shall be established or its existence proven, meeting all requirements for connection to a point of legal positive outfall. Easements for proper drainage shall be provided where necessary at a width adequate to accommodate the drainage facilities, but in no case shall said easement width be less than 12 feet. Where canals or ditches are permitted, the easement width shall be adequate to accommodate the full width of drainage facilities plus 20 feet on one side to permit access by equipment for maintenance purposes.

Section 6 Planned Developments

A. General

Any planned development which is to be subdivided shall comply with the requirements of this Article after approval of a Final Subdivision Plan by the DRO pursuant to [Art. 2.C, Administrative Processes](#). For the purpose of this Article, "Planned Development" shall mean any development within a Planned Development district as defined by this Code and regulated pursuant to [Art. 3.D, Property Development Regulations \(PDRs\)](#).

B. Subdivision of Commercial and Industrial Sites

A building site which constitutes all or a portion of a pod or lot designated for commercial or industrial use within a planned development, and for which the detailed development configuration and Building Permit issuance are subject to prior approval by the DRO of a Final Site Plan, may be exempted by the County Engineer from the subdivision recordation requirement of [Art. 11.A.4.B.1](#), and may be subdivided by fee title conveyance of individual internal lots. Such exemption may be granted by the County Engineer provided that: **[Ord. 2014-025] [Ord. 2019-034]**

1. Legal access to each interior lot is provided by a common parking lot in full compliance with all requirements of [Art. 11.E.2.A.2.c](#);
2. The layout, location, and construction limits of structures within the building site are regulated by required separation distances between structures rather than by setbacks from interior lot lines;

3. Individual interior lots are not subject to requirements for minimum area or dimensions under the property development regulations of [Art. 3.D, Property Development Regulations \(PDRs\)](#), applicable to the building site;
4. A statement of the developer's intent to subdivide the property pursuant to the platting exemption of this [Art. 11.A.6.B, Subdivision of Commercial and Industrial Building Sites](#), and proposed subdivision lines with bearings and distances are included on the approved Final Site Plan for the building site, in which case said site plan shall constitute the approved Final Subdivision Plan for purposes of compliance with this Article; **[Ord. 2011-001]**
5. All lands within the perimeter of the building site are subject to a common recorded unity of control or other such maintenance and use covenants for access, parking, stormwater management, and other required common areas or facilities, as approved by the County Attorney pursuant to [Art. 5.F, Legal Documents](#); and,
6. The building site is delineated within a single platted lot. **[Ord. 2019-034]**

Section 7 Phased Developments

A. Phasing Plan

The property encompassed by a Master Plan or Final Subdivision Plan may be developed in two or more phases pursuant to the terms of this Section and applicable phasing provisions of [Art. 2.E.2.C, Time Limitations for Commencement](#). Construction plans and preliminary plats shall coincide with their respective phases as shown on the Final Subdivision Plan or Master Plan. **[Ord. 2014-025]**

B. Improvements

The improvements of each phase shall be capable of operating independently of any unconstructed phase with respect to drainage, access, utilities, and other required improvements, except as provided herein. A dependent phase may be platted only if the foundation phase plat has been recorded and required improvements have been completed or are under construction pursuant to a Land Development Permit and are secured pursuant to a guarantee posted for completion of required improvements. A dependent phase shall not be acknowledged as completed until the improvements in the foundation phase are acknowledged as completed; provided, however, that such acknowledgment of completion may occur simultaneously and provided that the County Engineer may permit the posting of a guarantee to ensure the installation at a later time of those required improvements which are not deemed necessary to provide drainage, access, or utilities to such dependent phases. **[Ord. 2014-025]**

C. Sequence of Phases

When the Preliminary Subdivision Plan is to be constructed in phases, the following sequence must be adhered to:

1. All required recreation areas and facilities to serve the entire development shall be platted or otherwise provided pursuant to the procedures and phasing provisions of [Art. 5.F, Legal Documents](#); and **[Ord. 2015-006]**
2. Where all or any portion of a water management tract is required to serve a proposed phase of development, and has not been previously recorded and constructed, said water management tract and its associated lake maintenance easement(s) shall be included and constructed in their entirety as part of the plat and required improvements for that phase.

Section 8 Exceptions to General Requirements

A. Authority

The County Engineer is hereby empowered to make certain exceptions to the platting requirement of [Art. 11.A.3.A, Platting Requirement](#), and required improvements installation requirement of [Art. 11.A.3.B, Required Improvements Installation Requirement](#), in accordance with the standards and procedures set forth in this Section.

B. Legal Lots of Record

1. A lot that was created pursuant to one of the options below will be considered a legal lot of record and shall not be subject to future subdivision approval: **[Ord. 2019-034]**
 - a. The lot is depicted in its entirety on either a plat of record, affidavit of exemption, affidavit of waiver, plat waiver, or lot combination; or **[Ord. 2019-034]**
 - b. The lot existed prior to February 5, 1973 in its current configuration; or **[Ord. 2019-034]**
 - c. The lot was created after February 5, 1973 and before June 16, 1992 by subdivision of a legal lot or lots into no more than two lots. **[Ord. 2019-034]**

2. Legal Access

The lot has legal access that ultimately connects to a right-of-way currently identified on the PBC Thoroughfare R-O-W Identification Map, as follows: **[Ord. 2007-001] [Ord. 2013-001]**

- a. In accordance with this Article, [Table 11.E.2.A-1, Chart of Access Hierarchy](#); or **[Ord. 2007-001]**
- b. For existing legal lots of record for a Single Family home from a recorded easement exclusively for the purposes of ingress and egress access, a minimum of 20 feet in width, granting the owner, its successors, and assigns a perpetual right of useable access across all properties lying between said lot and a street. **[Ord. 2007-001] [Ord. 2013-001] [Ord. 2019-034]**

C. Certified Abstracted Boundary Survey

When approved by the County Engineer, a certified abstracted boundary survey may constitute the Subdivision Plan and when the subdivision is not encompassed by a Final Subdivision Plan approved by the DRO. **[Ord. 2014-025]**

D. Plat Waiver with Certified Boundary Survey

If, after review of the Preliminary Subdivision Plan, the County Engineer determines that the proposed subdivision meets one of the conditions specified in [Art. 11.A.8.D.1, Application for Plat Waiver](#), the requirement to file a plat may be waived and an abstracted boundary survey shall be recorded in lieu of a plat along with an affidavit documenting approval of said waiver and restrictive covenants applicable to the subdivision, as prescribed by this Article. **[Ord. 2011-016] [Ord. 2014-025]**

1. Application for Plat Waiver

In order to determine whether platting may be waived, the developer shall submit a certified abstracted boundary survey or Preliminary Subdivision Plan, together with a statement demonstrating that the subdivision meets at least one of the following conditions: **[Ord. 2014-025]**

- a. The division is for the purpose of constructing not more than one Townhouse building in compliance with applicable use regulations and standards pursuant to [Art. 3.C, Standard Districts](#);
- b. The division is to create no more than three contiguous lots and all of the following circumstances apply:
 - 1) Dedications or reservations are not required for the installation or maintenance of the required improvements; and
 - 2) The improvements and dedications existing on the land are substantially in accordance with the requirements of this Article.
- c. The division is of a contiguous land area not exceeding 80 acres into lots of at least ten acres each and which area meets all of the following additional conditions:
 - 1) The area to be subdivided has existing legal access via a street of Local or higher classification, accepted for maintenance by a local governmental agency, a special district, or a legally incorporated Property Owners' Association (POA);
 - 2) Legal access to the proposed lots exists or will be established and dedicated to and be maintained by a POA or a special district; and,
 - 3) Legal positive outfall exists and the appurtenant drainage easements are dedicated to, maintained and accepted by either by a POA or water control district.
- d. The division consists of a change in lot lines for the purpose of combining lots or portions thereof, shown on a record plat, into no more than three contiguous lots where each of the resulting lots meets the requirements of the Plan and this Code or reduces the degree of non-conformity to the requirements of the Plan and this Code, as applicable, and the establishment of streets or installation of improvements either would not be required pursuant to this Article or would be required and their installation would be guaranteed by the developer pursuant to the provisions of this Article. Provided, however, that any application hereunder for lands shown on a record plat recorded after February 5, 1973, shall be limited to those changes necessary to correct errors in the record plat or to make a lot line adjustment to accommodate an isolated instance of error in construction of a dwelling unit or other building. In such cases, the improvements shall be in compliance with the standards in effect at the time of recording the plat or with any approved variance to such standards;
- e. The lot or lots were created as part of an antiquated subdivision and the County Engineer finds that the subdivision substantially complies with the intent, purposes, and requirements of this Article. In making such determination, the County Engineer shall consider the following factors and any other information he deems appropriate:
 - 1) The total area of land encompassed by the antiquated subdivision;
 - 2) The number of lots created within the antiquated subdivision;
 - 3) The prior and subsequent subdivision of the area encompassed by the antiquated subdivision and whether such subdivision was platted or otherwise surveyed and placed of record;

- 4) The need for dedications or reservations to ensure installation and continued maintenance of the required improvements;
 - 5) The extent of deviation from the requirements of this Article;
 - 6) The extent of ownership fragmentation, including the number of lots sold and the number of lots developed;
 - 7) The degree of compliance with other PBC land development regulations, including but not limited to the Plan and this Code;
 - 8) The number of lots to be created; and,
 - 9) The extent of development in the surrounding area.
- f. The combination or recombination of lots is required in order for the new lot or lots to meet the density requirements of the Plan.

2. Decision by County Engineer

In determining if platting may be waived, the County Engineer shall make a determination of the agencies required for review, distribute to these agencies accordingly and consider recommendations received from the agencies regarding conformance with requirements of their respective regulations and program responsibilities. The agencies that may be considered for review by the County Engineer are: **[Ord. 2010-022]**

- a. The Directors of the Land Development and Traffic Divisions, and Survey Section of the Engineering Department;
- b. The Directors of the Planning and Zoning Divisions; **[Ord. 2006-004]**
- c. The Director of Environmental Resources Management;
- d. The County Health Director;
- e. The Director of Water Utilities; and,
- f. The County Attorney. **[Ord. 2006-004]**

3. Effect of Approval

The granting of a plat waiver in no manner reduces or waives the requirements of [Art. 11.B.1, Technical Compliance](#) through [Art. 11.B.5, Construction of Required Improvements](#), governing construction plan approval, Land Development Permit issuance, and installation of the required improvements. Failure by the Applicant to submit all documents required for the recordation of the affidavit of waiver within six months of approval by the County Engineer shall void said approval. **[Ord. 2011-016] [Ord. 2014-025]**

E. Lot Combination with Abandoned Right-of-Way and Combination of Lots

Right-of-way abandoned by Resolution of the BCC may be combined into an adjoining lot of record. A lot may also be combined with an adjoining lot or lots resulting in an overall decrease in the number of lots provided that there are no interior easements along the common lot line(s) that prevent the combination of the lots and that the new lot configuration decreases any existing non-conformities. The revised single lot of record may be created by one of the following: **[Ord. 2010-022] [Ord. 2014-025]**

1. The Property Owner may record a revised abstracted boundary survey into the Public Records of PBC, if approved by the Director of Land Development. In determining whether this process is acceptable, the revised abstracted boundary survey must be submitted for review to the Director of Land Development. The agencies that may be considered for review of the revised abstracted boundary survey are Land Development, Survey, and Zoning. The abstracted boundary survey shall be prepared by a State of Florida-licensed surveyor and mapper. The document recorded in the Public Records shall include the approval from Director of Land Development. In determining eligibility for creation of a new single lot of record through this option, the Director of Land Development and reviewing agencies shall consider the following criteria at a minimum: **[Ord. 2010-022]**
 - a. Designated zoning of lots to be combined; **[Ord. 2010-022]**
 - b. Existence of landscape tracts, buffers, or easements along property lines; and, **[Ord. 2010-022]**
 - c. Existence of utility easements along property lines; or **[Ord. 2010-022]**
2. The Property Owner may record a waiver of plat in accordance with [Art. 11.A.8, Exceptions to General Requirements](#). **[Ord. 2010-022]**
3. The Property Owner may record a plat in accordance with [Art. 11.D, Platting](#). **[Ord. 2010-022]**

F. Exceptions to Installation of Improvements Requirement

If, after review of the Preliminary Subdivision Plan, the County Engineer determines that certain improvements already existing on the proposed subdivision site are adequate to meet the intent of the required improvements requirement of this Article, the installation of those required improvements may be waived.

1. Application for Required Improvement Installation Waiver

The developer shall submit a Preliminary Subdivision Plan, or when approved a certified abstracted boundary survey, together with a statement demonstrating that the applicable improvement(s) and

associated dedications existing on the land and serving the proposed lot(s) are substantially in accordance with the requirements of this Article. **[Ord. 2014-025]**

2. Effect of Approval

The granting of a required improvement(s) installation waiver in no manner reduces or waives the requirement of this Article to file a plat and to comply with applicable provisions of [Art. 11.B.1, Technical Compliance](#), through [Art. 11.B.5, Construction of Required Improvements](#), with regard to all required improvements not specifically waived. **[Ord. 2014-025]**

G. Contents of Applications

Applications made pursuant to this Article shall be submitted in a form established by the County Engineer, prescribed in the Land Development Forms Manual, and made available to the public. **[Ord. 2014-025]**

H. Administration of Exceptions to General Requirements

The County Engineer shall review and act on applications for exceptions to this Article pursuant to [Art. 11.A.8, Exceptions to General Requirements](#). Such authority shall include the power to:

1. Waive compliance with the procedures of [Art. 11.B.1, Technical Compliance](#), through [Art. 11.B.5, Construction of Required Improvements](#), when the County Engineer finds that compliance with such procedures is unnecessary because: **[Ord. 2014-025]**
 - a. The proposed subdivision has been granted both a plat waiver and a waiver for all required improvements for the property; or
 - b. The proposed subdivision has been granted both a plat waiver and a waiver for some of the required improvements and installation of the remaining improvements will be assured by one of the following methods:
 - 1) contribution of cash; or
 - 2) construction of the required improvements will occur at the time of building construction and the installation of such improvements can be monitored as part of the Building Permit process or other PBC permitting process. Such improvements include, but are not limited to, drainage improvements requiring lot grading only, and installation of well and/or septic tank; or
 - 3) a combination of 1) and 2) above.
2. Review any and all restrictive covenants applicable to a subdivision under review for a plat waiver;
3. Require additional information or reviews deemed necessary for its consideration. Such information may include, but is not limited to, written and oral statements with respect to the nature, condition, and maintenance responsibility of the streets, stormwater management facilities, or other required improvements, and reviews by other PBC and State of Florida agencies, and any information necessary to assure that the proposal would conform to the Plan or reduce the degree of nonconformity to the Plan; and,
4. Upon determining the facts of each application, determine whether the proposal makes adequate provisions for public requirements, including safe and convenient vehicular and pedestrian circulation, access, stormwater management, utilities, water supply, and wastewater disposal. **[Ord. 2014-025]**

Section 9 Standard Forms

A. General

The forms and formats contained in the Land Development Forms Manual have been approved as standard by the County Attorney and the County Engineer, as appropriate. All specific agreements, guaranties, certifications, and other legal documents are subject to the approval of the County Attorney. Alternate form(s) may be approved for use pursuant to this Article, provided the County Attorney has first approved such alternate form(s) in writing.

B. Dedications and Reservations

Dedications and reservations shall be specified in accordance with the substantive requirements of [Art. 11.D.1.B.15, Certification and Approvals](#), and shall be subject to approval by the County Attorney prior to plat recordation.

Section 10 Definitions

See [Art. 1.H, Definitions and Acronyms](#).

CHAPTER B SUBDIVISION REQUIREMENTS

Section 1 Technical Compliance

A. Purpose

The purpose of Technical Compliance is to provide a multi-agency review of the proposed subdivision plat and all applicable required improvement construction plans for conformance with technical and legal requirements of this Article, other applicable provisions of this Code, PBC Standards, and the approved Final Subdivision Plan or certified abstracted boundary survey (including any special conditions of approval) prior to application by the developer for issuance of a Land Development Permit and submittal of the Final Plat for recordation. **[Ord. 2014-025]**

B. Application

Prior to the expiration of the Final Subdivision Plan approval, where applicable, and prior to commencing construction of required improvements, the developer shall have prepared and shall submit to the County Engineer an application for Technical Compliance review, which shall be accompanied by the required fee and the required number, as established by the County Engineer, of the following documents and information, as applicable to the subdivision or approved phase thereof. Within three days of receipt of an initial application submittal for Technical Compliance, the County Engineer shall review the submittal for completeness and shall send written notification to the Applicant if the submittal is determined to be incomplete. Failure by the Applicant to complete the application submittal within 60 days of the date of said notification shall be considered an abandonment of the application and any subsequent submittal shall require a new Technical Compliance application. **[Ord. 2014-025]**

1. Preliminary Plat

The developer shall submit the preliminary plat meeting the requirements of [Art. 11.D.1.A, Preliminary Plat](#).

2. Certified Abstracted Boundary Survey

The developer shall submit a certified abstracted boundary survey meeting the requirements of [Art. 11.B.7, Requirements for Certified Abstracted Boundary Survey](#). **[Ord. 2011-016] [Ord. 2014-025]**

3. Construction Plans and Supplemental Engineering Reports

Except for those required improvements have been specifically waived pursuant to [Art. 11.A.8.F, Exceptions to Installation of Improvements Requirement](#), construction plans and supporting design information for all the required improvements shall be submitted for each subdivision. Construction plans and required engineering reports shall comply with the requirements of [Art. 11.B.4, Construction Plans and Supplemental Engineering Information](#). **[Ord. 2005-002] [Ord. 2014-025]**

4. Certified Opinion of Cost

The developer's engineer shall prepare and submit a certified opinion of cost, which shall include the cost of installing all required improvements required pursuant to [Art. 11.E.1.A, Minimum Required Improvements for All Subdivisions](#). In the alternative, the County Engineer may, at his sole discretion, accept the contract price received by the developer for the construction of the required improvements.

C. Review of the Technical Compliance Submittal

1. Agency Comments

The County Engineer shall forward copies of appropriate submittal documents to the following agencies for written comments regarding conformance with requirements of their respective regulations and program responsibilities: **[Ord. 2014-025]**

- a. Director, Land Development Division of DEPW: construction plans and preliminary plat;
- b. Director, Traffic Division of DEPW: construction plans and preliminary plat;
- c. Director, Survey Section of DEPW: preliminary plat;
- d. Director, Zoning Division of PZB: preliminary plat;
- e. Addressing Section, Administration Division of PZB: preliminary plat;
- f. Director, Parks and Recreation Department: preliminary plat;
- g. Director, Roadway Production Division of DEPW: construction plans and preliminary plat; **[Ord. 2018-018]**
- h. Director, Environmental Resources Management: preliminary plat;
- i. Florida Department of Transportation: preliminary plat for lands abutting State roads;
- j. Local water control district: preliminary plat for lands abutting water control district facilities, easements, or R-O-W;
- k. County Attorney: preliminary plat; and,
- l. Director of Property and Real Estate Management: preliminary plat.

The County Engineer shall have up to five calendar days to forward the submittal to the review agencies. Said agencies shall be given up to 20 calendar days to forward comments to the County Engineer. Within five days of the end of this 20-day period, the County Engineer shall forward all comments to the developer in writing, with a copy to the developer's engineer, or other authorized agent. **[Ord. 2014-025]**

2. Submittal Fails to Meet Requirements

When the County Engineer determines that the Technical Compliance application submittal does not meet the provisions of this Article, the written statement shall reference the specific Section or standard with which the submittal does not comply. Within 60 days of receipt of the comments letter, the developer shall cause all corrections or revisions referenced in the comments letter to be made, and shall resubmit the required documents and information. Failure to resubmit within the required time shall be deemed an abandonment of the application and any subsequent submittal shall require a new Technical Compliance application.

3. Submittal Meets Requirements

When the County Engineer determines that the Technical Compliance application submittal meets the provisions of this Article, the submittal shall be deemed to technically comply with the provisions of this Article and a written statement of Technical Compliance shall be issued.

D. Technical Compliance Approval

The statement of Technical Compliance shall be in writing and furnished to the developer and the developer's engineer. The statement shall contain the following conditions and information:

1. The name of the documents reviewed;
2. The amount of guarantee for the construction of required improvements, established in accordance with [Art. 11.B.2.A.6, Guarantees](#); **[Ord. 2014-025]**
3. The amount of recording fees due for recordation of the Final Plat or certified boundary survey, which fees are payable to the Clerk of the Circuit Court of PBC; **[Ord. 2011-016]**
4. A requirement to submit with the Land Development Permit application a copy of all applicable Property Owners' Association documents; and,
5. Requirements for submittal of supplementary documentation deemed necessary by the County Engineer, such as deeds, easements, covenants, and other recorded instruments creating rights or obligations for access, drainage, or utility services, which rights or obligations could not be established through dedications or reservations on the plat.

E. Expiration of Technical Compliance

The statement of Technical Compliance shall expire six months after its date of issuance. Failure to make a Land Development Permit application submittal prior to the expiration of the statement of Technical Compliance shall void the Technical Compliance approval and any subsequent submittal shall require a new Technical Compliance application unless the County Engineer has granted an extension to the Technical Compliance expiration. **[Ord. 2014-025]**

F. Effect of Changes to Final Subdivision Plan

Any change to a Final Subdivision Plan, however approved, which would either increase or decrease the number of units in, or would, in the opinion of the County Engineer, cause a substantial change or revision to any preliminary plat or associated construction plans under review or approved for Technical Compliance, shall void any approvals issued for same pursuant to this Article and shall require a new submittal and fee for such plat and construction plans unless a modification to such plan and construction plans is approved by the County Engineer. **[Ord. 2014-025]**

Section 2 Land Development Permit

A. Land Development Permit Application Submittal

A Land Development Permit shall be required prior to commencement of construction of any required improvement. The effective date of the Land Development Permit shall be the date the County Engineer signs it. The Land Development Permit shall expire not more than 21 months from the effective date, unless extended pursuant to [Art. 11.B.5.B, Time of Completion of Required Improvements](#). Except when the installation of all required improvements has been waived pursuant to [Art. 11.A.8.F, Exceptions to Installation of Improvements Requirement](#), the Final Plat or certified boundary survey, as applicable, shall not be recorded until the developer has either installed the improvements or has guaranteed the installation of the improvements pursuant to the requirements of [Art. 11.B.2.A.6, Guarantees](#), below. As the final step in the review procedures to obtain development approval under this Article, the developer shall have prepared and shall submit, prior to expiration of the Technical Compliance, an application for Land Development Permit. The application for Land Development Permit shall be accompanied by the required

fee and the required number, as determined by the County Engineer, of the following documents applicable to the subdivision or approved phase thereof: **[Ord. 2011-016] [Ord. 2014-025]**

1. Final Plat

The developer of a subdivision for which plat recordation is required shall submit the Final Plat complying with [Art. 11.D.1.B, Final Plat](#), and a check for the plat recordation, payable to the Clerk of the Circuit Court of PBC, in the required amount.

2. Certified Abstracted Boundary Survey

The developer of a subdivision for which the requirement to plat has been waived pursuant to this Article shall submit a check payable to the Clerk of the Circuit Court of PBC for the recordation of the certified boundary survey. When construction plans are not required, the certified abstracted boundary survey may be recorded without further review; provided, however, that the County Engineer shall review any documents submitted in compliance with [Art. 11.B.2.A.3, Maintenance and Use Documents](#). **[Ord. 2011-016] [Ord. 2014-025]**

3. Maintenance and Use Documents and Other Documents

A copy of the maintenance and use covenants and any other documents required by the County Engineer as a condition of Technical Compliance shall be submitted. The maintenance and use covenants shall indicate the maintenance responsibility for all common areas and improvements within the subdivision, and shall comply with all applicable requirements as specified in [Art. 5.F, Legal Documents](#).

4. Construction Plans and Supplemental Engineering Information

Construction plans shall conform to the plans which received Technical Compliance or, if modified, shall be accompanied by a written statement from the Developer's engineer which details, explains, and justifies the modifications. Construction plans shall comply with the requirements of [Art. 11.B.4, Construction Plans and Supplemental Engineering Information](#), and prior to issuance of a Land Development Permit, shall have received all applicable approvals of requisite governmental agencies. **[Ord. 2014-025]**

5. Developer's Acknowledgment of Responsibility for Construction of Required Improvements

The application shall indicate whether the required improvements are to be constructed prior to recordation or after recordation of the plat or certified boundary survey. When the required improvements are to be constructed after recordation, the Developer shall submit a statement acknowledging responsibility for completion of said required improvements. The statement shall be in the form contained in the latest version of the Land Development Forms Manual and shall be executed by all owners shown on the applicable Final Plat. The statement shall be accompanied by a guarantee for completion of required improvements, pursuant to [Art. 11.E.1.A, Minimum Required Improvements for All Subdivisions](#). Said guarantee shall meet the applicable requirements of [Art. 11.B.2.A.6, Guarantees](#). **[Ord. 2011-016] [Ord. 2014-025]**

6. Guarantees

All guarantees required pursuant to [Art. 11.E.1.A, Minimum Required Improvements for All Subdivisions](#), shall be in one of the forms prescribed in the Land Development Forms Manual or in an alternate form approved by the County Attorney. The initial guarantee shall be in an amount equal to 110 percent of the construction cost of the required improvements. The guarantee shall be in one of the following types: **[Ord. 2014-025]**

a. Cash Bond

Completion of the required improvements may be secured by cash deposited by the developer with PBC or in an account subject to the control of PBC in accordance with an agreement on such deposit or account. The developer shall be entitled to receive any interest earned on such deposit or account.

b. Letter of Credit

Completion of the required improvements may be secured by a clean irrevocable letter of credit issued to PBC in accordance with the PBC Letter of Credit Policy. The expiration date of the letter of credit shall be at least three months after the completion date for construction of required improvements pursuant to the initial Land Development Permit or any subsequent extension thereto.

c. Performance or Surety Bond

Completion of the required improvements may be secured by a performance or surety bond obtained from a company acceptable to PBC in accordance with the PBC policy on performance bonds. It shall guaranty that all work will be completed in full accordance with the approved Land Development Permit.

d. Escrow Deposit

Completion of the required improvements may be secured by an executed escrow agreement, between the Developer, a bank approved by PBC, and PBC as the third party beneficiary. The escrow agreement shall require that release of the funds, or any part thereof, shall be subject to PBC approval.

B. Action by the County Engineer

The County Engineer shall examine the submittal for completeness in compliance with this Article. Within 30 days of receipt of a complete submittal, the County Engineer shall review the submittal for conformity with this Article and shall advise the developer of his findings in writing, with a copy to the developer's engineer.

1. Submittal Fails to Meet Ordinance

When deficiencies exist, the County Engineer shall reference in writing the specific Section or standard with which the Land Development Permit submittal does not comply. The developer shall correct such deficiencies within 30 days of receipt of the written report. Failure to respond within the given time shall deem the submittal abandoned and any subsequent submittal shall require a new application and submittal for a Land Development Permit.

2. Submittal Meets Ordinance

When the submittal meets the provisions of this Article, the County Engineer shall sign the Land Development Permit and, if applicable, shall sign and seal the Final Plat and submit said approved plat to the Clerk of the Circuit Court for recordation.

Section 3 Substitution of Developers

A. Voluntary Substitution of Developers

When there is a voluntary substitution of developers after the Land Development Permit has been issued but before PBC has acknowledged completion of the required improvements, it shall be the responsibility of both developers to transfer the rights and responsibilities from the original developer to the succeeding developer. The original and succeeding developers shall make a joint application to the County Engineer for a transfer of the original developer's Land Development Permit. If the original developer posted a guarantee with PBC for completion of required improvements, the succeeding developer must post a substitute guarantee in the current amount of the original developer's guarantee and in a form acceptable to PBC. The application for transfer shall include the executed acknowledgment of responsibility for completion of required improvements pursuant to [Art. 11.B.2.A.5, Developer's Acknowledgment of Responsibility for Construction of Required Improvements](#). [Ord. 2014-025]

B. Involuntary Substitution of Developers

When a developer becomes the succeeding developer through foreclosure or some similar action and it is not possible to obtain the original developer's signature on a joint application for transfer of the Land Development Permit, the succeeding developer must comply with all provisions of [Art. 11.B.3.A, Voluntary Substitution of Developers](#), except that, in lieu of said original developer's signature, the succeeding developer shall submit a current certification of title, foreclosure judgment, or other proof of ownership of the lands encompassed by the plat referred to in the Land Development Permit. [Ord. 2014-025]

Section 4 Construction Plans and Supplemental Engineering Information

A. Duties of Developer's Engineer

When the development is to be engineered by more than one firm, the developer shall appoint a single engineering firm or engineer to coordinate submission of the construction plans and construction of the required improvements.

B. Submittal Requirements

Construction plans and supplemental engineering information shall be submitted under separate cover for each of the categories of improvements listed in this Section. Plan sets shall be submitted in the number required in the Land Development Forms Manual. [Ord. 2014-025]

1. Required Improvements

The following construction plans, signed and sealed by the preparing engineer, shall be submitted for the required improvements set forth in [Art. 11.E.1, Required Improvements](#), when applicable:

- a. paving, grading, and drainage;
- b. bridges; and,

- c. water and sewer systems:
 - 1) for Technical Compliance submittal: the proposed plans submitted for PBC Health Department approval;
 - 2) for Land Development Permit submittal: construction plans stamped with PBC Health Department approval.

2. Submittals for Other Improvements

Construction plans shall be submitted for the following additional improvements which the developer may be required to install or otherwise elect to provide:

- a. Landscaping within streets;
- b. Guardhouse, gates, or other structures within streets;
- c. Landscaping or structures in lake maintenance easements: See [Art. 11.B.6.A, Construction and Landscaping in Lake Maintenance Easements and Water Management Tracts](#). [Ord. 2014-025]

C. Completeness of Construction Plans

All construction plan submittals shall be so complete as to be suitable for contracting and construction purposes. Design data, calculations, and analyses shall be submitted to address important features affecting design and construction and shall include, but not be limited to, those for design high water, drainage facilities of all kinds, subsurface soil data, alternate pavement and subgrade types, and any proposed deviation from PBC standard design requirements.

D. Format and Content of Construction Plans

All construction plan submittals for the installation of required improvements shall consist of and contain, but shall not be limited to:

1. A cover sheet showing the applicable plat name, sheet index, category of improvements, and vicinity sketch;
2. Typical sections;
3. Construction details showing compliance with PBC Standards, or with any alternate design approved by the County Engineer pursuant to [Art. 11.B.6.C, Alternate Design, Construction Standards, and Types of Materials](#).
4. Special profile sheets as required to show special or unique situations;
5. Benchmark, based on NAVD88; and, [Ord. 2010-022]
6. Notes regarding special conditions and specifications applicable to the construction, addressing:
 - a. required compliance with construction requirements of this Article and PBC Standards;
 - b. required compliance with State standards applicable to the work;
 - c. minimum standards for materials;
 - d. test requirements for compaction or stabilization of subgrade, base, and backfill;
 - e. required installation of underground utilities and storm drainage located within the streets prior to construction of subgrade for street pavement; and,
 - f. special construction or earthwork requirements for site work in areas of impervious or unstable soils, or to cope with unsuitable soil conditions.

E. Final Stormwater Management Plan

The Technical Compliance application shall include the final stormwater management plan, based upon and consistent with the preliminary stormwater management plan, in separate report form detailing the design of all secondary and tertiary stormwater management facilities, including, as a minimum, the following design data and information:

1. Pre-development and post-development drainage basin maps showing site topography, drainage basins, catchment areas, and stormwater inflow/outflow locations for the site;
2. Pre-development and post-development site characteristics affecting runoff such as ground cover, soil profile, wet season mean high water table elevations, and recurring high water elevations in receiving watercourses or waterbodies;
3. Individual catchment area characteristics used for design, including area, times-of-concentration, runoff factors, and quantitative breakdown of pervious/impervious areas;
4. A statement of applicable design and/or performance assumptions and criteria for each part of the system providing drainage, treatment, or discharge control;
5. Evidence of existing access to legal positive outfall(s);
6. Complete hydrologic and hydraulic calculations for design of storm sewers, retention/detention area, and discharge structures;
7. Identification of standard methods and/or proprietary models used for hydrologic and hydraulic analysis, noting that methods or models other than those of the Department of Transportation, SFWMD, SCS, the rational method, the SBUH method, the Puls method, or common modifications of such methods, may require additional documentation;

8. A listing of specific PBC and SFWMD requirements used as the design basis for street drainage, lot grading, finished floor elevations, floodplain storage compensation, retention/detention volumes, and discharge limits; and,
9. Requirements for construction and maintenance of any temporary or phased stormwater management facilities necessary to ensure proper stormwater control and treatment during site development.

F. Soils Report

The Technical Compliance application shall include a soils report describing soil profiles of the work site to such depth and extent necessary to determine special design or construction needs. In lieu of [Art. 11.B.4.F.4](#) and [Art. 11.B.4.F.5](#), the Developer may submit as part of the report a certified statement from an engineer that he has investigated the subsurface conditions of the site and has determined that such conditions are suitable for the work as shown on the construction plans. The soils report shall include: **[Ord. 2014-025]**

1. A map, drawn to stated scale, showing boring, penetrometer, and/or test pit locations;
2. Results of each boring or other soil test, keyed to the map;
3. Soil profiles with horizons described according to the USDA, ASTM, or Unified standard soils classified system;
4. Location and extent of muck, hardpan, marl, or other deleterious materials which may require special consideration in design or construction; and,
5. A description of groundwater conditions which may require special consideration in design or construction.

Section 5 Construction of Required Improvements

A. Developer's Duty

Upon issuance of the Land Development Permit, the developer shall coordinate the construction with the County Engineer.

B. Time of Completion of Required Improvements

1. The time of completion of all required improvements shall not exceed 21 months from the date of issuance of the Land Development Permit unless an extension is granted pursuant to this Section. For government facilities within the Public Ownership (PO) Zoning District, the completion of required improvements shall be permitted to: **[Ord. 2007-013]**
 - a. coincide with a Certification of Occupancy (CO) for the first building on a parcel of land that adjoins a required street improvement; or **[Ord. 2007-013]**
 - b. be phased to coincide with a (CO) for the first building within each phase of development that is accessed by a required street improvement. **[Ord. 2007-013] [Ord. 2014-025]**
2. A one-year time extension may be granted by the County Engineer after review of the written application for extension of the developer. The developer should submit the application for extension, including but not limited to a statement of justification and proof that an acceptable guarantee will remain in place for the duration of the extension, not less than two months prior to expiration of the Land Development Permit. The County Engineer shall review and advise the developer in writing of his decision within 30 calendar days of receipt of the application. **[Ord. 2014-025]**

C. Completion Prior to Plat Recordation

When the developer elects to complete required improvements prior to recording of the Final Plat or certified boundary survey, the following procedures shall apply, as applicable. **[Ord. 2011-016]**

1. Upon approval of the Final Plat and acknowledgment of completion of the required improvements pursuant to [Art. 11.B.5.G, Acknowledgment of Completion and Maintenance of Required Improvements](#), the plat shall be submitted to the Office of the Clerk of the Circuit Court for recordation. **[Ord. 2014-025]**
2. When the County Engineer finds that the certified boundary survey and completion of the required improvements are in compliance with all requirements of this Article, he shall cause the certified boundary survey to be recorded in the Office of the Clerk of the Circuit Court. **[Ord. 2011-016]**

D. Completion after Plat Recordation

When the developer elects to guaranty the construction of the required improvements in order to complete same after recordation, the County Engineer may approve reductions of the amount of the guaranty and release the guaranty in accordance with the requirements and procedures prescribed in this Subsection. All requests for reduction shall be by application to the County Engineer. A complete application shall include, at a minimum, a certified cost estimate from the developer's engineer for both the completed and the remaining required improvements. The County Engineer shall have the right to reduce the amount of any requested reduction based on his review of the application and required improvements. The County

Engineer shall also have the right to refuse to approve any requested reduction so long as the developer fails to be in compliance with any of the terms and conditions of this Article, the plat, or the plans and specifications for the required improvements. The County Engineer shall give written notification to the developer and the surety of his decision on the application within one month of the application being deemed complete. Any approval under this Section shall be conditioned upon the surety providing, within one month of receipt of the County Engineer's written notification, written confirmation of the reduction in a form acceptable to the County Attorney.

1. Frequency of Reductions in Amount of Guaranty

Reductions in the amount of the guaranty may be approved by the County Engineer in accordance with the following schedule.

a. Cash Deposits and Escrow Agreements

The deposit or account may be reduced as installations progress at stages of construction established by the County Engineer, but not more frequently than monthly.

b. Letters of Credit and Performance or Surety Bonds

Quarterly during the process of construction and upon request by the developer, the County Engineer may reduce the dollar amount of the guaranty.

2. Amount of Reductions in Guarantee

The County Engineer shall not reduce the amount of any guarantee below 20 percent of the original cost estimate amount. In addition to this limitation, no reduction in the dollar amount of the guarantee shall be made unless sufficient funds will remain to complete the remaining required improvements and the cost of required improvements installed equals or exceeds the amount of the request. To ensure that sufficient funds remain for completion of the remaining required improvements, the County Engineer shall release not more than 90 percent of the dollar amount of required improvements certified as completed during the period for which a reduction is requested, provided the amount is not reduced to less than 20 percent of the original cost estimate amount. **[Ord. 2014-025]**

3. Release of Guarantee

The guarantee shall only be released upon acknowledgment of completion of the required improvements pursuant to [Art. 11.B.5.G, Acknowledgment of Completion and Maintenance of Required Improvements](#). Two weeks prior to the release of the guarantee, the County Engineer shall notify the appropriate District Commissioner of intent to release. **[Ord. 2014-025]**

E. PBC Use of Funds; Failure of Developer to Complete

The County Engineer, as the authorized agent of the Board, shall have the right to any funds available under the guarantee to secure satisfactory completion of the required improvements in the event of default by the developer or failure of the developer to complete such improvements within the time required by [Art. 11.B.5.B, Time of Completion of Required Improvements](#). The County Engineer shall send the developer a courtesy written notice of PBC's intent to expend any drawn funds or demand performance, as applicable. Such notice shall be sent at least 30 calendar days prior to said expenditure or demand, and shall be mailed to the last known address of the developer or his authorized agent according to the Land Development Permit records on file with the County Engineer. **[Ord. 2014-025]**

F. Administration of Construction

1. Construction Standards

Construction standards shall be those prescribed in the current PBC Standards.

2. Inspections, Reports, and Stop Work Orders

The County Engineer shall be notified in advance of the date of commencement of construction pursuant to the Land Development Permit, and of such points during the progress of construction for which joint review by the County Engineer and developer's engineer are required.

a. Construction shall be performed under the surveillance of, and shall at all times be subject to, review by the County Engineer; however, this in no way shall relieve the developer of the responsibility for ensuring close field coordination and final compliance with the approved plans, specifications, and the requirements of this Code.

b. The developer's engineer shall provide progress reports of the construction of the required improvements to the developer. The developer's engineer may also be required to submit construction progress reports directly to and at points of progress prescribed by the County Engineer. The developer's engineer shall coordinate joint reviews of the construction with the County Engineer at points specified by the County Engineer. **[Ord. 2014-025]**

c. The County Engineer and his or her designees shall have the right to enter upon the property for the purpose of reviewing the construction of required improvement during the progress of such construction. The County Engineer shall have the authority to stop the work upon failure of the

developer or his engineer to coordinate the construction of the required improvements as required by this Subsection. **[Ord. 2014-025]**

3. Measurements and Tests

During construction, the developer's engineer shall make or cause to be made such measurements, field tests, and laboratory tests necessary to certify that the work and materials conform with the approved development plans and the provisions of this Article. The County Engineer may require, at his discretion, specific types and locations of tests and measurements which he deems necessary to demonstrate conformance with approved plans and specifications.

4. Engineer's Certificate of Completion

The required improvements shall not be considered complete until a Certificate of Completion, certifying to construction in conformance with the approved plans, and the final project records have been submitted to, reviewed, and approved by the County Engineer. The certificate shall be signed and sealed by the developer's engineer and shall be in a form established by the County Engineer, as prescribed in the Land Development Forms Manual. Said certificate shall make specific reference to, and be accompanied by copies of measurements, tests and reports made on the work and materials during the progress of construction, along with a Record Drawing copy of each of the construction plans, showing the original design in comparison to the actual finished work with all material deviations noted thereon. **[Ord. 2018-018]**

G. Acknowledgment of Completion and Maintenance of Required Improvements

1. Developer's Warranty on Workmanship and Material

The developer shall execute and submit a warranty guarantying the required improvements against defect in workmanship and material for a period of one year after acknowledgment of completion pursuant to this Section. Said warranty shall be submitted to the County Engineer along with the completion certificate and project records. The warranty shall be in a form approved by the County Attorney and prescribed in the Land Development Forms Manual.

2. Acknowledgment of Completion by County Engineer; Release of Guarantee

Upon submittal of the documents and records required by [Art. 11.B.5.F.4, Engineer's Certificate of Completion](#), and [Art. 11.B.5.G.1, Developer's Warranty on Workmanship and Material](#), and recorded copies of the approved Maintenance and Use Covenants, the County Engineer shall determine the completeness of the required improvements in accordance with the provisions of this Article and the Land Development Permit. When the County Engineer determines that the required documentation is acceptable and the required improvements have been installed as required by this Article, he shall acknowledge completion of the required improvements and, when a guarantee has been posted, release the guarantee in accordance with the following: **[Ord. 2014-025]**

a. If the Final Plat Has Been Recorded

When the applicable plat has already been recorded, the County Engineer shall issue a written statement to the Developer acknowledging completion of required improvements and releasing the guaranty.

b. If the Final Plat Has Not Been Recorded

When the Final Plat has not been recorded, at the time of acknowledgment of completion the County Engineer shall review said Final Plat for conformance with current certification and approval requirements. Upon determining that the Final Plat meets said requirements, the County Engineer shall approve the plat and submit it to the Clerk of the Circuit Court for recordation.

c. Effect of Release

Issuance of the statement acknowledging completion and, when applicable, releasing the guarantee shall relieve the developer of his obligations for construction of required improvements but shall not relieve the developer of his obligations under the warranty for required improvements required under [Art. 11.B.5.G.1, Developer's Warranty on Workmanship and Material](#). **[Ord. 2014-025]**

3. Acceptance of Dedications and Maintenance of Improvements

The acceptance by the Board of any dedication to the Board of public space, parks, R-O-W, easements, or the like on a plat shall not in itself constitute an acceptance by PBC of any responsibility to construct or maintain improvements within the dedicated area. Acceptance of dedications and maintenance responsibility for improvements within areas dedicated to the Board shall be made as follows:

a. Acceptance of Dedications

The recordation of a Final Plat, subsequent to the County Engineer's approval of said Final Plat for recordation, shall constitute acceptance by the Board of any and all dedications to the Board as stated and shown on the plat.

b. Acceptance of Dedications of Real Property

For those dedications to the Board of real property, including rights-of-way, parks, and other tracts, an executed deed transferring title to such lands, plus such documentation of title and absence of encumbrances as required pursuant to PBC policy for acceptance of deeds, shall be submitted to the County Engineer at the time of submittal of the applicable Final Plat for recordation. Said deed(s) shall be on a form approved by the County Attorney, and shall be recorded by PBC subsequent to recordation of the applicable Final Plat.

c. Acceptance of Improvements for PBC Maintenance

At such time as the County Engineer has issued a statement acknowledging completion of the required improvements and the applicable plat has been recorded, the County Administrator or the County Engineer, on behalf of PBC, shall accept maintenance responsibility for the required improvements to streets and to such other areas dedicated to the Board in accordance with the dedications shown on said record plat, and shall issue a written statement confirming acceptance of said maintenance responsibility.

4. PBC Completion in Recorded Subdivisions

PBC may complete the required improvements, under the guaranty provided by the developer, when the corresponding plat has been recorded and the developer fails to complete the required improvements as required by this Article. In such case, the County Engineer shall call upon the guaranty to secure satisfactory completion of the required improvements. Notice of said call shall be deemed upon posting via certified mail. Upon the completion of such action, the County Engineer shall report to the Board and the Board may accept by resolution the dedication and maintenance responsibility as indicated on the plat. In such cases, the remaining guaranty posted by the developer shall be retained for a period of one year after completion in lieu of the agreement. Any defects occurring during this period shall be repaired using funds remaining in the guaranty.

5. Developer's Failure to Complete Improvements in Unrecorded Subdivisions

Where a developer has elected to install the required improvements prior to recordation of the plat and fails to complete such improvements within the time limits prescribed in [Art. 11.B.5.B, Time of Completion of Required Improvements](#), all previous approvals applicable to the proposed subdivision shall be deemed void. [Ord. 2014-025]

Section 6 Supplemental Procedures

A. Construction and Landscaping in Lake Maintenance Easements and Water Management Tracts

1. Purpose

It is the purpose of this Subsection to allow for the construction or placement of structures and plants adjacent to, or over, water bodies within water management tracts or areas established for associated maintenance access, while taking measures to ensure that such structures or plants shall not interfere with the proper functioning of the stormwater management system nor be otherwise detrimental to the health, safety, welfare, or convenience of the public or of persons responsible for or affected by a water body within a water management tract.

2. Prohibition

The placement or construction of trees, shrubs, or structures within any water management tract established for purposes of wet detention/retention in an open water body, or easement or berm adjacent thereto established for purposes of access for maintenance of the water body or water management tract or structures and facilities therein is hereby prohibited, except in strict conformance with the provisions of this Subsection.

3. Application Requirements for Bulkheads, Docks, or Piers

Persons desiring to construct bulkheads, docks, or piers over or along a water body contained within a water management tract shall apply to the Director of ERM in accordance with the applicable provisions of [Art. 4.B.10, Excavation Uses](#). [Ord. 2017-007]

4. Application Requirements for Structures or Plantings in LME

Persons desiring to place trees or shrubs or construct or place structures within a LME shall apply to the County Engineer. Approval by the County Engineer shall be required prior to installation when said planting or construction is to encroach a lake maintenance easement within a plat for which the associated required improvements have not been acknowledged as complete, pursuant to the applicable Land Development Permit and [Art. 11.B.5.G, Acknowledgment of Completion and Maintenance of Required Improvements](#), or when the County Engineer determines that there is a continuing PBC or public beneficiary interest in said easement. Prior to granting such approval, the County Engineer shall ensure that adequate conditions are imposed, and appropriate documents are

executed and, if appropriate, recorded to ensure compliance with the provisions of this Subsection and approvals granted pursuant to this Article. [Ord. 2014-025]

5. Structures or Plantings

The provisions herein shall be applied to required approvals by the County Engineer for the installation of structures or plantings in, on, or over lake maintenance easements. The following criteria shall apply to the installation of such structures and plantings:

- a. No structure or above grade construction, except that which may be easily removed, shall be permitted in lake maintenance easements. Examples of impermissible structures are houses, garages, screened enclosures, concrete block walls, concrete decks, affixed permanent sheds, and pools. Examples of permissible structures are thatch sheds, wood decks, and non-concrete fences, contingent on said structures not being structurally affixed to the ground;
- b. Trees or shrubs shall not be planted, nor structures placed, in the lake maintenance easement where the planting or placement of such would obstruct access by equipment to outfalls or water control structures;
- c. A removal declaration in a form acceptable to the County Attorney shall be recorded, at the expense of the Property Owner;
- d. The POA consent to the specific structure(s), tree(s), or shrub(s) shall be required where a POA has responsibility for lake maintenance. If any other entity has a beneficiary interest in the easement or a responsibility for lake maintenance, that entity's consent shall be required; and,
- e. Trees or shrubs planted pursuant to this Subsection shall be limited to those species permitted under [Art. 7, Landscaping, Appendix A, PBC's Preferred Species List – Plant Materials Database, As Amended](#), and shall not include any portion of the minimum site landscaping required pursuant to [Art. 7.C, Landscape Buffer and Interior Landscaping Requirements](#). [Ord. 2018-018]

6. Repair, Replacement, or Modification

Any repair, replacement, or modification, except ordinary maintenance, to any planting or structure approved pursuant to this Subsection, shall be done only after being approved as new planting or construction pursuant to this Subsection.

B. Dredge, Fill, and Construction in Waters of the State

1. Applicability

Subdivision of lands containing or abutting existing or proposed waters of the State, including canals, lakes, streams, and wetlands, shall comply with and conform to the requirements of this Subsection.

2. Easements or Rights-of-Way (R-O-W)

Where land within a proposed subdivision abuts existing or proposed waters of the State, there shall be provided a floodway or floodplain easement or a drainage R-O-W conforming substantially with the lines of such watercourse or water body and of such further width or construction or both as will be adequate for the purpose. Additional easement or R-O-W width may be required where necessary for maintenance, safety, and convenience. Each required easement and R-O-W shall be deeded or dedicated to an appropriate public agency. Maintenance responsibility and use limitations applicable to said easements and rights-of-way, or any facilities placed therein, shall be in accordance with all applicable permit conditions and shall be stated or referenced by note on the appropriate plat(s).

3. Permits

Where proposed dredging or filling affects waters of the State of Florida or sovereign land, said activities shall be approved by the governing agency having jurisdiction in such matters. Prior to the construction of any seawall, bulkhead, dock, or pier, a construction permit shall be obtained from the Building Department in addition to all required permits or expressed exemption from permitting for construction in waters of the State of Florida.

C. Alternate Design, Construction Standards, and Types of Materials

1. Applicability

Alternate designs, construction standards, and types of materials which, in the opinion of the County Engineer, are equal or superior to those specified may be approved in accordance with this Subsection.

2. Contents of Application

The application shall be submitted in a form established by the County Engineer, prescribed in the Land Development Forms Manual, and made available to the public. Said application shall be accompanied by written data, calculations and analyses, and drawings which are necessary to show, by accepted engineering principles, that the proposed alternates are equal or superior to those specified, or are necessary due to environmental considerations. Within 45 days of receipt of such application, the County Engineer shall either approve or deny the application and shall advise the Developer's Engineer and the Developer in writing of the decision.

3. Environmental Considerations

In the interest of the preservation of existing trees and other natural features at the developer's request, or as required by other regulations, the County Engineer may vary the design and construction requirements upon presentation by the developer of substantial evidence that environmental conditions will be enhanced, that proper performance of the approved stormwater management system will not be impaired, and that safety, stability, and design life of structural improvements will not be compromised.

Section 7 Requirements for Certified Abstracted Boundary Survey

A. General

The County Engineer shall adopt and amend, from time to time, the criteria for the certified boundary survey. At a minimum, the certified boundary survey shall meet the requirements for boundary surveys established by the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in [Rules 5J-17.050-.052, F.A.C.](#), pursuant to [F.S. § 472.027](#). [Ord. 2011-016]

B. Alternatives

The County Engineer shall reserve the right to require a certified sketch and legal description in lieu of a certified boundary survey. The certified sketch and legal description shall meet the requirements for certified sketches and descriptions set forth by [Rules 5J-17.050-.052, F.A.C.](#), pursuant to [F.S. § 472.027](#), as amended, and the PBC Description Checklist pursuant to policies and procedures established by the County Engineer and made available to the public. [Ord. 2011-016]

C. Recordation

The certified boundary survey or sketch and legal description shall not require approval of the Board prior to recordation. [Ord. 2011-016]

CHAPTER C RURAL SUBDIVISIONS

Section 1 Alternate Designs for Rural Subdivisions

A. Applicability

This Section provides for a means of establishing a rural subdivision, as defined by this Code, in harmony with the character of surrounding development while meeting the general purpose and intent of this Article. Due to the rural nature of proposed development, standard requirements for certain required improvements may be deemed inappropriate and alternative standards for such improvements may be approved under this Section.

B. Application Requirements

Upon submission of the subdivision plan, and an application for a rural subdivision designation, the DRO may approve the application for election to comply with this Section. A rural subdivision shall meet the platting requirement of this Article.

C. Exceptions to Requirements

All requirements of this Article shall apply except that the following required improvement design options shall be allowed under this Section.

1. Access and Circulation Systems

Local Streets may be developed without a wearing surface but shall otherwise conform to the standards specified by this Article. All other streets of higher classification, as defined in this Article, shall be constructed to meet or exceed PBC Standards. Streets constructed without a wearing surface shall be privately maintained and shall not be considered for dedication or acceptance as public streets until paved, reconstructed, and tested, as necessary, to meet PBC Standards. Costs of maintenance and further development of the Local Streets in a rural subdivision shall be borne solely by the owners of the property within the subdivision. Sidewalks and bike paths shall not be required when Local Streets are constructed without a wearing surface. The developer and any subsequent owner/seller shall fully disclose to the purchaser the method of payment of costs of maintenance and improvements of Local Streets developed without a wearing surface. The developer shall adequately warrant, by recorded covenant, that PBC will not be liable for cost of maintenance or further development of Local Streets constructed without a wearing surface. The method and form of said disclosures and covenants shall be subject to approval by the County Attorney, prior to recordation of a Final Plat for such subdivision.

2. Wastewater System

Rural subdivisions may utilize an individual system in accordance with [Art. 11.E.1.A.4, Wastewater System](#).

3. Potable Water System

Rural subdivisions may utilize an individual system in accordance with [Art. 11.E.1.A.5, Potable Water System](#).

4. Utilities Installation

Utilities may be installed above ground in rural subdivisions.

CHAPTER D PLATTING

Section 1 Requirements for the Preliminary and Final Plat

A. Preliminary Plat

The preliminary plat shall meet the requirements of the Final Plat, except that it shall be submitted without the required signatures and seals. It may also be submitted without maintenance and use covenants, condominium documents, deeds, or other legal documents not related to the boundary survey or engineering design of the project. **[Ord. 2011-016]**

B. Final Plat

The plat shall be prepared in accordance with the provisions of [F.S. ch. 177](#), as amended, and shall conform to the requirements of this Section.

1. Material

The plat shall be drawn or printed on 24-inch by 36-inch stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency, or other approved material. **[Ord. 2010-022]**

2. Preparation

The plat shall be prepared by a surveyor and mapper, and is to be clearly and legibly drawn with black permanent drawing ink or veritype process to a scale of not smaller than one inch equals 100 feet, or as otherwise determined by the County Engineer.

3. Name of Subdivision

The plat shall have a name acceptable to PBC. When the plat is a new subdivision, the name of the subdivision shall not duplicate or be phonetically similar to the name of any existing subdivision. When the plat is an addition to or replat of a recorded subdivision, it shall carry the same name as the existing subdivision followed by a suitable phase designation or similar modifier, when applicable.

4. Title

The plat shall have a title printed on each sheet in bold legible letters containing:

- a. The name of the subdivision, printed above and in letters larger than the balance of the title;
- b. The name of the County and State;
- c. The section, township, and range as applicable or if in a land grant, so stated;
- d. When the plat is a replat of or addition to an existing plat of record, the words "section," "unit," "replat," etc.; and,
- e. When the plat encompasses lands in a planned unit development, the abbreviation "PUD." Likewise, all other planned developments shall contain the appropriate abbreviation for such designation within the title.

5. Description

There shall be lettered or printed upon the plat a full and detailed description of the land embraced in the plat. The description shall show the section, township, and range in which the lands are situated or if a land grant, so stated, and must be so complete that from it without reference to the map the starting point can be determined and the boundaries run.

6. Index

If more than one sheet is required for the map, the plat shall contain an index map on the first page, showing the entire subdivision and indexing the area shown on each succeeding map sheet. Each map sheet shall contain an index delineating that portion of the subdivision shown on that sheet in relation to the entire subdivision. When more than one sheet must be used to accurately portray the lands subdivided, each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled match lines between map segments.

7. Survey Data

The plat shall show the length of all arcs together with central angles, radii, and points of curvature. Centerlines shall include chord and chord bearing to the above mentioned. Sufficient survey data shall be shown to positively describe the boundary of each lot, block, R-O-W, street, easement, and all other areas shown on the plat and all areas shall be within the boundary of the plat as shown in the description. The plat shall also include the following items in the manner described below:

- a. The scale, both stated and graphically illustrated, shall be shown on each sheet;
- b. A prominent north arrow shall be drawn on every sheet included showing any portion of the lands subdivided. The bearing or azimuth reference shall be clearly stated on the face of the plat in the notes or legend;
- c. The point of beginning shall be boldly shown together with the letters "P.O.B." in bold letters;
- d. All intersecting street lines shall be joined to form required corner clips pursuant to PBC Standards, and all dimensions shall be shown;
- e. All adjoining property shall be identified by a subdivision name, plat book, and page or, if unplatted, the land shall be so designated;
- f. Permanent reference monuments shall be shown in the manner prescribed by [F.S. ch. 177](#), as amended or as otherwise required by the County Engineer. All information pertaining to the location of "P.R.M.s" shall be indicated in note form on the plat. Permanent Control Points, Permanent Reference Monuments, and Monuments shall be designed and set as prescribed by [F.S. ch. 177](#), as amended or as otherwise required by the County Engineer. It is the responsibility of the surveyor and mapper to furnish the Clerk and Comptroller of Palm Beach County with their certificate that the "P.C.P.s" and all monuments according to [F.S. § 177.091](#)(9), have been set and the dates said "P.C.P.s" and monuments were set; **[Ord. 2010-022]**
- g. There shall be reserved on each sheet of the plat a three-inch by five-inch space in the upper-right hand corner to be used by the Clerk and Comptroller of Palm Beach County for recording information and each sheet shall reserve three inches on the left margin and a half-inch margin on all remaining sides; **[Ord. 2010-022]**
- h. The map shall mathematically close within 0.01 foot and shall be accurately tied to all PBC or reestablished township, range, and section lines occurring within the subdivision by distance and bearing; **[Ord. 2010-002]**
- i. The initial point in the description shall be accurately tied to the nearest quarter section corner or section corner or government corner. Each government corner being used shall be identified. If the subdivision being platted is a re-subdivision of a previously recorded subdivision, then a tie to a Permanent Reference Monument from the parent plat is sufficient. If the subdivision is a re-subdivision of a part of a previously recorded subdivision, sufficient ties to controlling lines appearing on the parent plat must be provided to permit an overlay. The position and orientation of the plat shall conform to the Florida State Plane Coordinate System in the manner established by the County Engineer and prescribed in the Land Development Forms Manual; **[Ord. 2010-022]**
- j. The cover sheet or first page of the plat shall show a vicinity sketch, showing the subdivision's location in reference to other areas of PBC; **[Ord. 2010-022]**
- k. A complete legend of abbreviations shall be shown;
- l. All lettering on the plat shall be at a minimum 0.10 of an inch in height;
- m. The plat boundary and all parcels shown on subdivision plats intended to be conveyed in fee title shall be delineated by solid lines;
- n. Lines intersecting curves shall be noted as radial or non-radial as the case may be;
- o. A note addressing any abandoned underlying lands or easements, including record information, shall be shown; and,
- p. Tabulation of Survey Data:
 - 1) The use of tangent tables is not permitted. However, at the discretion of the County Engineer on a case-by-case basis, the use of a tangent table to reflect corner clip chords, centerline chords, and chord bearings may be permitted if deemed necessary to meet requirements of neatness and clarity of the plat. Scale factors shall not be considered. Such tables, when permitted, must appear on the map sheet to which they refer and tangents shall be numbered consecutively through the entire presentation.
The possible exception noted above shall be limited to use on plats and shall not be carried into any other survey documents submitted for approval to the County Engineer.
 - 2) Curve data may be tabulated subject to the following conditions or exceptions:
 - a) External boundary data may not be tabulated;
 - b) Where data is tabulated, a minimum of the arc length and the curve designation number or letter will be shown on-site; and,
 - c) Curve tables reflecting the tabulated data will appear on the map sheet on which the curves appear.

8. Lot and Block Identification

Each lot and block shall be numbered or lettered. All lots shall be numbered or lettered by progressive numbers or letters individually throughout the subdivision or progressively numbered or lettered in each block. Blocks in each incremental plat shall be numbered or lettered consecutively throughout a subdivision.

9. Street Names

The plat shall show the name of each street as shown on the Final Subdivision Plan and conforming with [Art. 11.E.2.A.20, Street Names](#).

10. Not Included Parcels

Not included or excepted parcels must be marked “not a part of this plat.” Where a not included parcel is completely surrounded by areas included within the plat, sufficient easements or rights-of-way to provide necessary access, utilities, and drainage to the not included parcel shall be provided. No parcel of land shall be reserved by the owner unless the same is sufficient in size and area to be of some particular use or service. The intended use of all reserved areas shall be shown on the plat in note form on the cover sheet.

11. Streets and Easements

All street, R-O-W, and easement widths and dimensions shall be shown on the plat. Easements are to be tied at both ends at intersecting boundary, lot, or R-O-W lines. The plat shall show the name, location and width of all existing or recorded streets intersecting or contiguous to the boundary of the plat, accurately tied to the boundary of the plat by bearings and distances.

12. Maintenance and Use Documents

Maintenance and use covenants, as required by [Art. 5.F.1, Maintenance and Use Documents](#), shall be submitted with the Final Plat and approved by the County Attorney prior to recordation of the Final Plat. All areas of the plat that are not to be sold as individual lots and all easement shall be dedicated or reserved in accordance with the terms of the maintenance and use covenants, and their purposes shall be clearly stated on the plat.

13. Streets

All streets and their related facilities which are designed to serve more than one lot or dwelling unit shall be dedicated to the Board for public use, unless otherwise required or permitted by this paragraph or elsewhere in this Article. Any street which is to be reserved, as a private street shall be identified as a tract for private street purposes. Such street tracts shall be reserved in accordance with [Art. 11.D.1.B.15.a, Dedication and Reservation](#). Private streets may only be permitted when such streets are subject to a recorded declaration of covenants subjecting the streets to the jurisdiction and control of all lot owners deriving access from such streets, their successors, and assigns. When parking areas are required to be constructed by [Art. 11.E.2, Access and Circulation Systems](#), they shall be reserved to and shall be the perpetual maintenance responsibility of a POA, which association shall have jurisdiction over the parking area and the lots. Such parking areas shall be clearly identified and reserved as tracts for parking and access purposes.

14. Restriction on Obstruction of Easements

The plat shall contain a statement that no buildings or any kind of construction or trees or shrubs shall be placed on any easement without prior written consent of all easement beneficiaries and all applicable PBC approvals or permits as required for such encroachment or as otherwise exempted for ZLL maintenance and overhang easements in accordance with [Art. 3.D.2.C.9.c, Maintenance and Roof Overhang Easement](#). [Ord. 2015-031]

15. Certification and Approvals

The plat shall contain on any of the title pages the following certifications and approvals, acknowledged as required by law, all being in the form set forth below. However, the County Engineer's approval certification and seal shall be contained on the face or first page. [Ord. 2014-025]

a. Dedication and Reservation

All areas dedicated for public use shall be dedicated by the owner of the land at the time the plat is recorded. Such public areas include, but are not limited to: civic sites, parks, R-O-W for streets or alleys, however the same may be designated; easements for utilities; R-O-W and easements for drainage purposes; and, any other area, however designated. All areas reserved for use by the residents of the subdivision shall be reserved by the owner of the land at the time the plat is recorded. All dedications and reservations shall be perpetual and shall contain:

- 1) The name of the recipient or beneficiary of the dedication or reservation (including successors and assigns);
- 2) The purpose of the dedicated or reserved area; and,

- 3) The name of the entity responsible for the perpetual maintenance of the dedicated or reserved area (including successors and assigns). In the event PBC is not the recipient or beneficiary of the dedication or reservation, the statement of maintenance responsibility shall include the phrase "without recourse to the County."

If so required, certain dedications or reservations shall grant PBC the right but not the obligation to maintain. The dedications and reservations shall be executed by all owners having a record interest in the property being platted. The acceptance on the plat of the dedications or reservations shall be required of any entity to whom a dedication or reservation is made, except the Board. All dedications, reservations, and acceptances shall be executed in the same manner in which deeds are required to be executed according to Florida Statutes.

Although the term "dedication" is meant to imply a public use while the term "reservation" is meant to imply a private use, the terms may inadvertently be used interchangeably. Inadvertent misuse shall not invalidate any PBC requirement or plat dedication or reservation.

b. Mortgagee's Consent and Approval

All mortgages along with the mortgagee's consent and approval of the dedication shall be required on all plats where mortgages encumber the land to be platted. The signature(s) of the mortgagee or mortgagees, as the case may be, must be witnessed and the execution must be acknowledged in the same manner as mortgages are required to be witnessed and acknowledged. The form for the mortgagee's consent shall be as prescribed in the Land Development Forms Manual.

c. Certification of Surveyor and Mapper

The Final Plat shall contain the signature, registration number, and official seal of the surveyor and mapper, certifying that the plat is a true and correct representation of the land surveyed under his responsible direction and supervision and that the survey data compiled and shown on the plat complies with all of the requirements of [F.S. ch. 177](#), as amended, and this Article. If the surveyor and mapper is part of a legal entity, the name, address, and certificate of authorization number of said entity shall be shown. The certification shall also state that permanent reference monuments ("P.R.M.s") have been set in compliance with [F.S. ch. 177](#), as amended, and this Article. When the permanent control points ("P.C.P.s") and monuments according to [F.S. § 177.091\(9\)](#), are to be installed after recordation, the certification shall also state that the "P.C.P.s" and said monuments will be set under the direction and supervision of the surveyor and mapper under the guaranty posted for required improvements within the plat. When required improvements have been completed prior to the recording of a plat, the certification shall state that "P.C.P.s" and monuments have been set in compliance with the laws of the State of Florida and Ordinances of PBC. The form for the surveyor's certificate shall be as prescribed in the Land Development Forms Manual. **[Ord. 2010-022]**

d. PBC Approval

Signing and sealing of the Final Plat by the County Engineer shall constitute PBC approval of the plat for recordation. The plat shall contain the approval and signature block for the County Engineer in the form prescribed in the Land Development Forms Manual. Upon approval of the plat, the County Engineer shall present the plat to the Clerk and Comptroller of Palm Beach County for recording. **[Ord. 2010-022]**

e. Certification of Title

The title sheet of the plat shall contain a title certification. The title certification must be an opinion of an attorney at law licensed in the State of Florida, or the certification of an abstractor or a title insurance company licensed in the State of Florida, and shall state that:

- 1) The lands as described and shown on the plat are in the name, and apparent record title is held by the person, persons, or organizations executing the dedication;
- 2) All taxes have been paid on said lands as required by [F.S. § 197.192](#), as amended;
- 3) All mortgages on the land are shown and indicated by their official record book and page number;
- 4) There are no encumbrances of record on said lands that would prohibit the creation of the proposed subdivision; and,
- 5) All Palm Beach County special assessment items and all other items held against said lands have been satisfied. **[Ord. 2010-022]**

The form for the title certification shall be as prescribed in the Land Development Forms Manual.

f. Preparing Surveyor and Mapper

The name and address of the natural person who prepared the plat shall be shown on the plat in the form prescribed in the Land Development Forms Manual.

C. Mobile Home, Recreational Vehicle, and Manufactured Housing Subdivisions

Areas to be subdivided for the purpose of a mobile home, recreational vehicle, or manufactured housing development shall also comply with this Subsection. Except as to the lots indicated for other purposes, the dedications and reservations on the plat of a mobile home subdivision shall include the following additional provisions or wording equal thereto: "Said owner(s) hereby reserve(s) the lots shown on the plat exclusively for mobile home, recreational vehicle, or manufactured housing, parking and uses incidental thereto, and, except as to these lots, mobile home or trailer parking is prohibited elsewhere." Areas indicated as parks or playgrounds are to be reserved for the use of the owners of the lots shown on the plat.

CHAPTER E REQUIRED IMPROVEMENTS

Section 1 Required Improvements

A. Minimum Required Improvements for All Subdivisions

Except when waived pursuant to [Art. 11.A.8.F, Exceptions to Installation of Improvements Requirement](#), the improvements set out herein shall be the minimum required improvements for all subdivisions in order to provide the physical improvements necessary to implement certain performance standards, objectives, and policies of the Capital Improvement Element and other Elements of the Plan. These required improvements shall be installed prior to recordation of the corresponding plat or certified boundary survey unless the developer furnishes a guarantee assuring their installation in accordance with the provisions of this Article. Except as provided in this Section, the cost of all required improvements shall be guaranteed.

[Ord. 2011-016] [Ord. 2014-025]

1. Access and Circulation Systems

All streets and required sidewalks, and, when required under [Art. 11.E.2, Access and Circulation Systems](#), parking areas shall be constructed by the developer in accordance with the design and construction requirements of [Art. 11.E.2, Access and Circulation Systems](#). The guaranty for these requirements shall be as follows:

- a. The cost of installing all street improvements shall be guaranteed.
- b. The cost of installing parking areas need not be guaranteed since the plat establishes legal access and such areas are required to be installed prior to issuance of the Certificate of Occupancy (CO).
- c. The cost of installing all sidewalks and paths pursuant to the approved pedestrian circulation system shall be guaranteed, except that the required guarantee may be waived by the County Engineer for portions of Local Streets abutting residential lots when the paving, grading, and drainage plans contain a note, acceptable to the County Engineer, stating that such sidewalks or paths will be constructed concurrent with construction of the dwelling unit for such abutting lot. Installation of sidewalks and paths in streets abutting open space, common areas, recreation areas, water management tracts, and other areas which will not have a dwelling unit constructed thereon shall be guaranteed.

2. Land Preparation

The developer shall grade and fill the land pursuant to [Art. 11.E.3, Clearing, Earthwork, and Grading](#).

3. Stormwater Management System

The developer shall install the secondary and tertiary stormwater systems for the development in accordance with [Art. 11.E.4, Stormwater Management](#). On lots intended for building construction, the final grading of each lot, consistent with [Art. 11.E.4, Stormwater Management](#), or the applicable approved grading plan, shall be done in conjunction with and pursuant to the Building Permit for said construction.

4. Wastewater System

The developer shall install the required wastewater collection and/or disposal system for the development in accordance with [Art. 11.E.5, Wastewater Systems](#).

5. Potable Water System

The developer shall install the required potable water distribution system for the development in accordance with [Art. 11.E.6, Potable Water Systems](#).

6. Utilities

The developer shall satisfy the requirements for underground installation of utility services and for utility site location, when applicable, of [Art. 11.E.7, Utilities](#).

7. Fire-Rescue Services

The developer shall comply with the requirements of [Art. 11.E.8, Fire-Rescue Services](#). The cost of installing the required hydrants may be included in the cost for the central water system.

8. Subdivision Design and Survey Requirements

The developer shall install all required permanent control points in accordance with [Art. 11.E.9, Subdivision Design and Survey Requirements](#). When the permanent control points are to be installed after plat recordation, the cost of installing permanent control points shall be guaranteed.

B. General Design Requirements

The design of the required improvements shall be in accordance with acceptable engineering principles. The design and construction of required improvements shall, at a minimum, be in accordance with current PBC Standards, including those contained in this Article. Should the developer elect to provide improvements of a type or design proposed to equal or exceed the minimum requirements, standards for design and construction of such improvements shall be evaluated for adequacy on an individual basis. All such alternatives shall be submitted for approval by the County Engineer in accordance with [Art. 11.B.6.C, Alternate Design, Construction Standards, and Types of Materials](#).

Section 2 Access and Circulation Systems

A. Vehicular Circulation Systems

1. Required Improvement to be Constructed by Developer

All streets, required alleys, and related facilities required to serve the proposed development shall be constructed by the developer. Construction shall consist of, but not be limited to, grading, base preparation, surface course, and drainage. All streets, whether intended for dedication to the BCC or reservation for private use and maintenance, shall be constructed to the minimum standards established by this Article and PBC Standards. Additionally, the developer shall construct any parking tracts which provide access to any lots that do not have direct, primary access from a Local Street or Residential Access Street. Construction of such parking tracts shall be completed prior to issuance of any CO for any dwelling unit located on a lot served by such parking tract. Construction of the parking tract may be done in conjunction with building construction on the lot the tract is to serve; provided, however, that such construction shall be noted on the approved paving, grading, and drainage plans in a form acceptable to the County Engineer. When the parking tract is to be completed in conjunction with building construction, the developer shall execute a Certificate of Compliance on a form approved by the Building Director prior to issuance of the CO for any dwelling unit or building served by such parking tract. Said Certificate of Compliance shall state that the parking tract was completed in accordance with the requirements of [Art. 6, Parking, Loading, and Circulation](#).

2. Minimum Legal Access Requirement

There is hereby established a hierarchy of legal access as shown on [Table 11.E.2.A-1, Chart of Access Hierarchy](#). Except as provided below, each lot shall abut a street of suitable classification to provide said lot with legal access consistent with the standards set forth in [Table 11.E.2.A-2, Chart of Minor Streets](#).

- a. A 32-foot Residential Access Street may, with prior approval by the County Engineer, be utilized for legal access to a group of not more than four abutting lots where said lots would otherwise have no reasonable means of obtaining direct access to or required frontage on an adjacent street. Said Residential Access Street shall be delineated and reserved on the applicable plat for purposes of perpetual access to the lots served. **[Ord. 2014-025]**
- b. A common parking lot may be utilized for legal access to individual lots created by subdivision of a shopping center or similar building site developed solely for commercial or industrial uses where all lots within the boundary of such subdivision are served by said access and are subject to recorded shared access, maintenance, and use covenants approved by the County Attorney pursuant to [Art. 5.F.1, Maintenance and Use Documents](#). Where such access is utilized, direct lot access on any street adjacent to the boundary of the subdivision shall be prohibited except at common access points approved for the subdivision as a whole.
- c. Traditional Development Districts shall utilize special access streets as defined in [Art. 3.F, Traditional Development Districts \(TDDs\)](#).

3. General Design Considerations

The proposed street layout shall be integrated with PBCs traffic circulation network, and shall be coordinated with the street system of the surrounding area. Streets shall be classified and designed in accordance with the Transportation Element of the Plan, [Table 11.E.2.A-2, Chart of Minor Streets](#), as applicable, and PBC Standards. Consideration shall be given to:

- a. The need for continuity of existing and planned streets;
- b. Barriers imposed by topographical conditions and their effect on public convenience or safety;
- c. The proposed use of the land to be served by such streets;

- d. The need for continuation of existing Local Streets in adjoining areas not subdivided;
 - e. The proper projection of Non-Plan Collector and Plan Collector Streets;
 - f. The feasibility of extending the proposed street system to the boundary of the proposed subdivision to promote reasonable development of adjacent lands and to provide continuity of street systems; and,
 - g. Discouraging through traffic in the design of Local and Residential Access Streets.
- 4. Double Frontage Lots and Corner Lots**
Where a lot has two frontage lines, legal access to the lot shall be restricted as follows:
- a. Residential Lots**
Where a lot abuts both a street of Non-Plan Collector or higher classification and a Local Street, access to said lot shall be by the Local Street. **[Ord. 2014-025]**
 - b. Nonresidential Lots**
Where a lot abuts streets of Local or higher classification, access to the lot shall be by the street of lower classification, unless otherwise permitted by this Code; provided, however, that access shall not be permitted on a Local Residential or Residential Access Street as prescribed on [Table 11.E.2.A-2, Chart of Minor Streets](#), unless the street cross section is improved to meet Local Commercial standards. **[Ord. 2018-018]**
- 5. Construction in Muck or Clay Areas**
Construction in muck or clay areas shall be done in accordance with PBC Standards.
- 6. Street Intersections and Street Jogs**
The centerline intersections of Local or Residential Access Streets with Non-Plan or Plan Collector Streets shall be spaced a minimum distance of 200 feet, as measured along the centerline of the Collector Street, or as otherwise required by the County Engineer. Connection of Local Streets to Arterial Streets may be permitted by the County Engineer only where other access is unavailable. Local Street connections with centerline offsets of less than 125 feet are prohibited, unless the offset is to allow through lanes to align and is approved by the County Engineer. **[Ord. 2014-025]**
- 7. Through and Local Traffic**
Through traffic shall be directed along Non-Plan Collector Streets within the subdivision. Local Streets shall be laid out to accommodate local or neighborhood traffic and to discourage their use by through traffic.
- 8. Railroads in or Abutting Subdivisions**
When a subdivision borders on or contains a railroad R-O-W, a street approximately parallel to and on each side of such right-of-way may be required at a distance suitable for an appropriate use of the intervening land.
- 9. Alleys**
Alleys may be allowed in subdivisions when they are necessary, in the opinion of the County Engineer, for the safe and convenient movement of traffic and pedestrians. Alley intersections and sharp changes in alignment shall be avoided and alleys shall be constructed in accordance with the following:
- a. Residential Areas**
Alleys shall be paved ten feet wide in a minimum 12-foot R-O-W, with appropriate radii for the intended use.
 - b. Commercial and Industrial Areas**
Alleys shall be paved 18 feet wide in a minimum 20-foot right-of-way, with appropriate radii for the intended use.
- 10. Bridges and Culverts**
Bridges or culverts shall be provided as necessary to facilitate the proposed vehicle and pedestrian system. The bridge or culvert requirement is subject to approval by the agency having jurisdiction over the facility being crossed. Bridges shall be designed in general accord with the current Department of Transportation practices and shall include planning for utility installation. They shall be reinforced concrete, unless, other low maintenance materials are approved by the County Engineer. Bridges shall have a clear roadway width between curbs two feet in excess of the pavement width in each direction, and shall have sidewalks six feet wide on each side. All bridge structures shall be designed for HL-93 and all Florida Legal loads, incorporating adequate corrosion protection for all metal work and erosion protection for associated shorelines and embankments. **[Ord. 2014-025]**
- 11. Street Markers**
Street markers shall be provided at each intersection in the type, size, and location required by the current PBC Standards. Street name signs shall carry the street name shown on the plat of record and shall be in compliance with the current PBC Standards.

12. Traffic Control Devices

The developer shall install traffic control devices and, where warranted, traffic signals on roads within and interfacing with the subdivision. A traffic impact analysis meeting the approval of the County Engineer shall be used to assist in establishing the need for such signals.

a. Pavement Markings or Lane Delineators

Pavement markings and/or lane delineators meeting the requirements of PBC shall be installed on all Arterial and Collector Streets. Pavement markings or delineators may be required on other streets such as project entrances, as determined by the County Engineer.

b. Design

The design of traffic control devices shall be in accordance with the Manual for Uniform Traffic Control Devices and the applicable PBC Standards.

13. Pavement Widths

Pavement widths for streets shall be in accordance with [Table 11.E.2.A-2. Chart of Minor Streets](#). [Ord. 2018-018]

14. Dead End Streets

Dead end streets shall be designed and constructed with an appropriate terminal turnaround in accordance with the PBC Standards. Dead end streets shall not exceed 1,320 feet in length, except where natural geographic barriers exist necessitating a greater length.

15. Materials and Construction

Pavement construction shall consist of, at a minimum, a subgrade, base and wearing surface. All materials and construction shall be in accordance with the current PBC Standards.

16. Shoulders

All unpaved shoulders shall be constructed and grassed in accordance with the PBC Standards. Grassing, with seed and mulch or with solid sod, as required, shall be completed prior to acknowledgment of completion of the required improvements by the County Engineer. No time extensions to any contract for the construction of required improvement will be granted on the basis of incomplete shoulder treatment.

17. Street Grades

The longitudinal grade of street pavement shall be parallel to the design invert slope of the adjacent roadside drainage swale or gutter. Minimum longitudinal and transverse grades shall be in accordance with PBC Standards. Street grades shall be shown on the construction plans by indicating the direction and percent of slope. The horizontal distance along the centerline between, and pavement elevation at all points of vertical intersection shall also be shown.

18. Non-Conforming Streets

Streets which do not meet the design and constructions standards of this Article and the PBC Standards shall not be permitted except where satisfactory assurance is provided for dedication of the remaining part of the street or reconstruction of the street in accordance with current standards. Whenever a tract to be subdivided abuts an existing partial street, the other part of the street may be required to be dedicated and constructed within such tract. A proposed subdivision that includes an existing street which does not conform to the minimum street width requirements of these regulations shall provide for the dedication of additional land for such street along either one or both sides of said street so that the minimum cross section dimension requirements of these regulations can be met. PBC shall not accept non-conforming streets for ownership or maintenance through the procedures established by this Article.

19. Limited Access Easements

Limited access easements five feet in width may be required along Non-Plan Collector Streets and major streets in order to control access to such streets from abutting property, when necessary. Easements for controlling access to Local and Residential Access Streets may also be required by the County Engineer in order to ensure continued control of access to such streets from abutting property. All limited access easements shall be conveyed or dedicated to PBC. [Ord. 2013-001] [Ord. 2014-025]

20. Street Names

Proposed streets which are in alignment with existing named streets should bear the name of the existing street. All street names shall have a suffix and in no case, except as indicated in the preceding sentence, should the name of the proposed street duplicate or be phonetically similar to existing street names. All proposed street names shall be submitted to the Executive Director of the PZB for approval prior to submittal of the Final Subdivision Plan application.

21. Alignment, Tangent, Deflection, Radii

Streets shall be laid out to intersect as nearly as possible at right angles. Intersections involving the junction of more than two streets shall be prohibited. The point of curvature of any Local Street or

Residential Access Street shall not be closer than 100 feet to any intersection, measured along the centerline from the extension of the intersecting street lines unless the Engineer of Record provides documentation assuring adequate safe sight distance is provided as prescribed in the most recent FDOT or the Florida “Green Book.” Reverse curves shall be prohibited. Reversals in alignment shall be connected by straight tangent segment at least 50 feet in length. All intersections shall be designed to provide at least the minimum stopping and turning sight distances, in accordance with criteria prescribed in the most recent edition of the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. When the centerline of a Local Street deflects by more than ten degrees, it shall be curved with a radius adequate to assure safe sight distance and driver comfort. **[Ord. 2014-025]**

22. Street Lighting

If street lighting is installed it shall be maintained by a POA and said association should not be created exclusively for the purpose of maintaining street lighting. Unless street lighting installation conforms to the standards of the requisite utility company, street lights shall be placed outside of R-O-W, road tracts, or any other areas designated for road purposes. Streets lighting shall be wired for underground service except where aerial service is permitted pursuant to [Art. 11.C.1.C, Exceptions to Requirements](#), or [Art. 5.C, Design Standards](#).

23. Median Strips

Median strips which are part of a public street may not be utilized for any purpose other than by PBC or public utility. However, a developer or Property Owner may install landscaping in a median strip or within shoulders in accordance with requirements as established by the County Engineer pursuant to the PBC Streetscape Standard Manual. **[Ord. 2014-025]**

24. Subdivision Entranceways

Subdivision entranceways consisting of signs, walls, fences, gates, rock piles, or other entrance features are not permitted within the median strip or other areas in a public street. Decorative entranceways must be constructed in compliance with applicable PBC codes and placed so as not to constitute a traffic hazard. **[Ord. 2014-025]**

25. Guardhouses

A guardhouse, located so as not to create a traffic hazard, may be constructed in the median of an entrance to a subdivision having only private streets. The minimum setback to a guardhouse shall be 150 feet, measured from the extension of the intersecting street lines, unless waived by the County Engineer. Two lanes shall be required on each side of the median in the area of the guardhouse.

Table 11.E.2.A-1 – Chart of Access Hierarchy

Major Streets: Streets which constitute the traffic circulation network as contemplated under the Comprehensive Plan. Listed from highest to lowest category:
Expressway
Arterial
Plan Collector
Minor Streets: Streets which constitute the internal circulation network of a development and which are not classified as a Major Street. Listed from highest to lowest category.
Non-Plan Collector
Frontage Road
Local
Residential Access:
40-foot
32-foot
Alley (secondary access only)
[Ord. 2014-025] [Ord. 2019-034]

Table 11.E.2.A-2 – Chart of Minor Streets

Classification	Minimum Width (Feet)		Maximum Allowable ADT	Allowed as Legal Access For (1)	
	Street (2)	Pavement (3)		Commercial	Residential
Non-Plan Collector	80	24	13,100	X	
Marginal Access	50	24	N/A	X	X
Local Residential (4)					
Gutters	50	20	1,500		X
Swales	60	20	1,500		X
Local Commercial	80	24	13,100	X	X
Residential Access					
One Sidewalk	40	20	800		X
No Sidewalk (5)	32	20	40		X
[Ord. 2014-025] [Ord. 2019-034]					
Notes:					
1.	An "X" under the Commercial or Residential column indicates the corresponding street classification is allowed as legal access.				
2.	Street width refers to standard R-O-W or private street tract width.				
3.	Pavement width represents two travel lanes of equal width and does not include the additional width of paved shoulder where required.				
4.	Allowed as legal access for any type of residential provided that the maximum allowable AD is not exceeded. Also, Streets within a rural subdivision shall be at least 60 feet wide when they are to be constructed without a wearing surface. [Ord. 2018-018]				
5.	Use is restricted to streets providing access to up to four lots. [Ord. 2014-025] [Ord. 2019-034]				

B. Pedestrian Circulation System

1. Requirement for Sidewalks

Except as provided in this Section, sidewalks shall be constructed on both sides of all streets. For frontage roads and streets with a width of less than 50 feet and greater than 32 feet, a sidewalk on one side at a minimum dimension of five feet is required. No sidewalk is required in streets with a width of 32 feet or less. Required sidewalks shall be constructed by the Developer except as provided in [Art. 11.E.1.A.1, Access and Circulation Systems](#). **[Ord. 2014-025] [Ord. 2018-018]**

2. Maintenance Responsibility of Sidewalks and Paths

The control, jurisdiction, and maintenance obligation of paths not located wholly within a street and of sidewalks within private streets shall be placed with a Property Owners' Association or an improvement district. Where such control and maintenance obligation is to be placed with an improvement district, the district shall expressly accept said obligation upon the plat or by a separate instrument filed in the Public Records.

C. Reduction of Street Width

When pedestrian circulation is to be accomplished solely by paths constructed outside the streets, the County Engineer through the DRO may approve a concurrent request by the developer to reduce Local Street widths from those required pursuant to [Art. 11.E.2.A.2, Minimum Legal Access Requirement](#), by no more than eight feet if such reduction would neither reduce the vehicular carrying capacity and safety of the streets nor compromise the safety of pedestrians. **[Ord. 2014-025]**

D. Crosswalks

When the block length exceeds 660 feet, a pathway between streets may be required where deemed essential by the County Engineer to provide convenient pedestrian circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities.

Section 3 Clearing, Earthwork, and Grading

A. Minimum Required Improvement

The Developer shall be required to clear all R-O-W and to make all grades for streets, parking tracts, lots, and other areas proposed to be developed, compatible with on-site tertiary drainage patterns established by the approved drainage design.

B. Unsuitable Materials

The Developer shall remove and replace unsuitable materials, as determined pursuant to [Art. 11.A.3.E, Site Suitability](#), and [Art. 11.B.4.F, Soils Report](#). Replacement of unsuitable materials within streets and proposed public areas shall be satisfactory to and meet with the approval of the County Engineer, who shall require such soil tests of the backfill and the underlying strata at the cost of the developer as may be deemed necessary to ascertain the extent of required removal, suitability of replacement material, and acceptability of the proposed method of placement.

Section 4 Stormwater Management

A. Minimum Required Improvement

The following shall be the minimum required improvement for all developments to implement the level of protection under the Utilities Element of the Plan.

1. A complete, fully functional tertiary stormwater drainage system, including necessary lot grading, ditches, canals, swales, storm sewers, drain inlets, manholes, headwalls, endwalls, culverts, and other appurtenances, shall be required for the positive drainage of stormwater runoff in conformance with the approved drainage plans.
2. A complete and fully functional secondary stormwater system shall be required in conformance with the approved stormwater management plan.
3. A means to convey all stormwater discharge from the development site to at least one point of legal positive outfall shall be provided as an integral part of the required stormwater management system, including construction of all necessary conveyance facilities and establishment of appropriate easements for operation and maintenance of said off-site facilities.
4. Adequate physical and legal means shall be provided to ensure the continued conveyance of all pre-development flow of surface waters into or through the development site from adjacent lands. Unless otherwise specified by ordinance, regulation, or condition of development approval, such conveyance may be accomplished by incorporating the inflow into the on-site stormwater management system or diverting the inflow to its pre-development location of outflow from the development site, including construction of all necessary conveyance facilities and establishment of appropriate easements to accommodate said inflow.
5. All facilities necessary to meet requirements for stormwater treatment, off-site discharge control, and conveyance of existing inflows applicable to that portion of the site under construction must be in place and operational at the time of commencement of construction of required improvements, and shall be maintained by the developer until such time that all required improvements are acknowledged as complete.

B. General Criteria

Secondary and tertiary stormwater facilities for each subdivision, and for each lot, street, and other development site within the subdivision, shall be designed and constructed so as to:

1. Prevent flooding and inundation to a degree consistent with levels of protection adopted by the Plan for buildings, streets, lots, parking areas, recreational areas, and open space;
2. Maintain stormwater runoff rates at levels compatible with safe conveyance and/or storage capacities of drainage facilities and established legal limits applicable to receiving waters at the point of discharge;
3. Mitigate degradation of water quality and contravention of applicable State water quality standards in surface and groundwaters receiving stormwater runoff;
4. Provide facilities for conveyance to legal positive outfall of all allowable discharges of stormwater runoff from each development site without causing or contributing to inundation of adjacent lands;
5. Provide for continued conveyance of pre-development stormwater runoff and surface waters that flow into or through the development site from adjacent lands;
6. Provide for long-term, low maintenance, low cost operation by normal operating and maintenance methods;
7. Provide for necessary maintenance of the pre-development range of groundwater levels to prevent adverse impacts on land uses and water resources of the development site and adjacent lands; and,
8. Promote percolation, recharge, and reuse of stormwater.

C. Hydrologic Design Data

Unless otherwise specified by a particular design or performance standard, or approved by the County Engineer based on justification submitted by the developer's engineer for an individual case, hydraulic and hydrologic data used in design of stormwater management facilities shall be based on:

1. Rainfall intensity-duration-frequency curves for FDOT-Zone 10;
2. Rainfall hyetographs of 24-hour total rainfall as published in SFWMD – Management and Storage of Surface Waters Permit Information Manual – Volume IV;
3. Rainfall quantity (or intensity) vs. time distributions in accordance with those published by SFWMD or FDOT, or the SCS – Type II (South Florida Modified) distribution;
4. Post-development runoff characteristics, such as slopes, available soil storage, runoff coefficients, ground cover, channelization, and overland flow routing, applicable to the development site and contributory off-site areas after complete development has occurred; or,
5. Maximum operating tailwater elevations at the outlet of each conveyance or discharge facility, determined as the maximum hourly average receiving water surface elevation resulting from a 24-hour

duration rainfall with a return period equal to that of the design storm applicable to the facility, or as otherwise established by the agency having operational jurisdiction over the receiving water elevation.

D. Design Flood Elevation Determination

Unless otherwise specified by a particular design or performance standard, the 100-year flood elevation applicable to a development site shall be determined as the highest of:

1. The base flood elevation specified for the area of development located within zones designated A, AH, or A1-30 as delineated on the appropriate FIRM;
2. The wind or current driven wave elevation specified for the area of development located within zones designated V1-V30 as delineated on the appropriate FIRM;
3. The inundation elevation obtained by adding the depth of shallow flooding to the area-weighted mean pre-development elevation of the area of development located within zones designated A0 as delineated on the appropriate FIRM;
4. The 100-year inundation elevation established by SFWMD within specific sub-areas of the C-51 Canal and C-18 Canal watersheds pursuant to [Chapter 40E-41, F.A.C.](#), and as amended; or, **[Ord. 2018-018]**
5. Where not otherwise established by [Chapter 40E-41, F.A.C.](#), as amended, or by a PBC drainage plan adopted pursuant to the Plan, the maximum inundation elevation resulting from the total on-site storage of runoff produced by the 100-year, three-day rainfall event assuming fully developed site conditions and no discharge of surface water from the development site. **[Ord. 2018-018]**

E. Tertiary Stormwater System Design and Performance

The tertiary system shall consist of all drainage features and facilities such as storm sewerage, swales, gutters, culverts, ditches, erosion protection, and site grading necessary for the immediate drainage and rapid removal of stormwater from building sites, streets, and areas of other land uses subject to damage or disruption by inundation in accordance with acceptable levels of service as established by the Plan.

1. Lot and Building Site Drainage

In order to provide for such levels of service, tertiary drainage for lots and buildings shall meet the following minimum requirements:

- a. The minimum finished floor elevation of the principal building(s) to be constructed on a lot or portion thereof shall be at or above the 100-year flood elevation applicable to the building site.
- b. Site grading immediately adjacent to the perimeter of each building shall be sloped so as to drain away from the structure.
- c. Each Single Family residential lot shall be graded to drain along or within its property lines to the street or parking area providing immediate access, unless adequate common drainage facilities in expressed drainage easements with an established maintenance entity are provided to accommodate alternative drainage grading.
- d. Each residential lot with gross area of one-quarter acre or less shall have a finished grade not lower than the maximum water surface elevation produced by the three-year, 24-hour rainfall event in any detention or retention facility receiving stormwater runoff from the lot.
- e. Each residential lot with a gross area greater than one-quarter acre shall have a finished grade as specified in [Art. 11.E.4.E.1.d](#) within 20 feet of any principal building site, unless alternate construction methods such as stemwalls are approved by the County Engineer. The remainder of the lot shall be graded at sufficient elevation to ensure that inundation does not persist for more than eight hours following cessation of the three-year, 24-hour rainfall event, unless such area is designated for stormwater management purposes and included in an expressed easement for drainage, floodplain, or the like. **[Ord. 2014-025]**

2. Minor Street Drainage

Except as provided in [Art. 11.E.4.E.3, Non-Plan Collector Street Drainage](#), minor streets shall have tertiary drainage meeting or exceeding the following minimum requirements.

- a. The minimum edge of pavement elevation of any street segment shall be no lower than two feet above the control elevation of any detention or retention facility receiving runoff from that segment.
- b. Roadside swales shall conform to applicable PBC Standards and shall be designed and constructed such that:
 - 1) The flowline gradient is at least 0.30 percent, but not greater than 2.5 percent unless approved erosion protection is provided;
 - 2) The flowline gradient is equal to or slightly exceeds the longitudinal gradient of adjacent pavement;
 - 3) The water surface elevation of swale flow resulting from peak runoff based on the three-year rainfall event shall not exceed the adjacent edge of pavement at any point along the swale run. However, at least one storm sewer inlet or other acceptable discharge facility shall be provided

for every 600 linear feet of swale, and no single swale run shall exceed 400 feet to an inlet; and,

- 4) The soil adjacent to each inlet is protected from local scour by installation of a four-foot-wide perimeter apron of sod or concrete.
- c. Curb and gutter drainage shall conform to applicable PBC Standards and shall be designed and constructed such that:
 - 1) The flowline gradient is at least 0.20 percent;
 - 2) The water surface elevation of flow resulting from peak runoff based on the three-year rainfall event shall not exceed the adjacent centerline elevation of pavement at any point. However, at least one storm sewer inlet or other acceptable discharge facility shall be provided for every 600 linear feet of pavement, and no single gutter run shall exceed 400 feet to an inlet; and,
 - 3) Surface flow of runoff across street intersections is prevented by provision of corner inlets and cross drains or by grading of gutters to flow away from the intersection.

3. Non-Plan Collector Street Drainage

Non-Plan Collector Streets shall have tertiary drainage meeting all appropriate requirements for minor streets except that:

- a. Conveyance capacity of road drainage facilities shall be based on peak runoff resulting from the five-year rainfall event; and
- b. The water surface elevation of gutter flow resulting from peak runoff based on the five-year rainfall event shall not exceed the adjacent centerline elevation of the outermost travel lane at any point.

4. Parking Tract and Parking Area Drainage

Each residential parking area serving three or more dwelling units and all non-residential parking areas shall have a finished grade elevation not lower than the maximum water surface elevation produced by the three-year, 24-hour rainfall event in any retention, detention, or conveyance facility receiving stormwater runoff from the lot. However, where detention or retention is provided by subsurface exfiltration systems the finished grade shall be no lower than the maximum storage elevation produced by the five-year, 24-hour event.

5. Storm Sewerage

Storm sewerage shall be designed and constructed so as to meet or exceed the following requirements:

- a. Where not otherwise specified, all storm sewer system capacity design shall, at a minimum, provide for conveyance of peak inflow from the applicable catchment, based on the three-year rainfall event, such that the hydraulic gradient elevation does not exceed the grate or cover elevation at any inlet or manhole under tailwater conditions pursuant to [Art. 11.E.4.C.5](#).
- b. Inlet times assumed for determining required street drainage system capacity shall not exceed ten minutes, unless adequate justification for use of longer times is submitted.
- c. Storm sewer pipe shall have a nominal diameter of not less than 15 inches, or equivalent oval pipe size. However, for stormwater sewerage systems to be maintained by PBC, storm sewer pipe shall have a nominal diameter of not less than 18 inches, or equivalent oval pipe size, unless otherwise approved by the County Engineer. The storm sewer pipe minimum diameter size may be reduced when the pipe is not within a right-of-way or Residential Access Street, subject to County Engineer approval. **[Ord. 2013-001]**
- d. Storm sewerage shall be designed to attain design flow velocities of not less than two and one-half feet per second in all pipe runs serving two or more inlets, nor greater than ten feet per second in any pipe run.
- e. A suitable access structure such as a manhole, junction box, or inlet must be installed at each junction or change in pipe size, slope, or direction.
- f. The maximum pipe run between access structures shall be:
 - 1) 300 feet for 15-inch and 18-inch pipe.
 - 2) 400 feet for 24-36-inch pipe.
 - 3) 500 feet for 42-inch and larger pipe.
- g. All pipe used in the storm sewer system shall be either reinforced concrete or metal, or as otherwise approved by the County Engineer, and covered by and conforming to current ASTM, AASHTO, or ANSI standard specifications for materials and fabrication of barrel and joints, and shall meet current FDOT standard specifications and policies applicable to the intended use. **[Ord. 2011-001]**
- h. Concrete pipe shall have gasket joints.
- i. Metal pipe shall not be used beneath pavement within a street. **[Ord. 2013-001]**
- j. Drainage pipe shall be fitted with headwalls, endwalls, inlets, and other appropriate terminating and intermediate structures. Structure design shall meet or exceed FDOT standard specifications and policies applicable to the intended use. **[Ord. 2013-001]**

F. Secondary Stormwater System Design and Performance

The secondary system, including all facilities and appurtenant structures for detention, retention, discharge, and conveyance to legal positive outfall, shall be designed and constructed to provide the degree of treatment and control of all stormwater runoff discharged from a development site necessary to meet the requirements of the agency having jurisdiction over receiving waters at each point of legal positive outfall.

1. In addition to requirements expressly stated herein:
 - a. Secondary facilities for development subject to permitting by individual or general permit from SFWMD pursuant to [Chapter 40E-4, F.A.C.](#), Chapter 40E-40, F.A.C., or [Chapter 40E-41, F.A.C.](#), shall meet all requirements for issuance of the applicable permit; and
 - b. Secondary facilities for each residential, commercial, and industrial development exempt from SFWMD permitting pursuant to [Chapter 40E-4, F.A.C.](#), except an individual residential lot containing not more than two dwelling units, shall be designed and constructed on site, or otherwise be provided through authorized connection to off-site secondary facilities, so as to limit the discharge rate at the point of legal positive outfall to not more than the peak runoff rate produced by the site under pre-development conditions for both the three-year, one-hour and the 25-year, 72-hour rainfall events, and either:
 - 1) Detain the greater of the first one inch of runoff or the total runoff from the three-year, one-hour rainfall event; or
 - 2) Retain the initial portion of runoff in an amount equal to one-half of that required to be detained.
2. No discharge of stormwater runoff resulting from rainfall up to and including the 25-year, 72-hour event shall take place from a development site except by means of one or more approved control structures, other than those existing inflows from off-site for which separate, approved means of conveyance through the site have been provided. Further, the overflow weir within the approved discharge structures shall be set with an invert at the 25-year, 72-hour event unless otherwise permitted by the authority having jurisdiction over the property's point of legal positive outfall. **[Ord. 2014-025]**
3. Facilities for conveyance of discharge to each point of legal positive outfall shall be designed and constructed with adequate capacity to accommodate the combined flow from the applicable discharge structure(s) and all inflows from other contributory areas resulting from the 25-year, 72-hour rainfall event without overflow to adjacent lands.
4. Except where bulk heading is approved in accordance with [Art. 4.B.10, Excavation Uses](#), each wet detention/retention facility designed for storage of stormwater runoff in an open impoundment shall have: **[Ord. 2017-007]**
 - a. Side slopes no steeper than four(H): one(V) extending to a depth of at least two feet below the design control elevation;
 - b. Side slopes no steeper than two(H): one(V) from two feet below control elevation to the bottom of the facility; and,
 - c. For properties requiring a Land Development Permit in accordance with [Art. 11.B.2, Land Development Permit](#), a continuous berm, at least 20 feet wide with a cross-slope no steeper than eight(H): one(V), graded adjacent to the shoreline. Where said berm abuts any residential lot, it shall be graded at an elevation not lower than the maximum design water surface elevation resulting from the three-year, 24-hour rainfall event. Along portions of the impoundment where the design water surface is less than 40 feet wide at control elevation a berm shall be required on only one side, provided that adequate legal and physical access is established from a minor street to each separate segment of the remaining berm. **[Ord. 2014-025]**
5. Dry detention/retention facilities designed for storage in open impoundments shall have side slopes no steeper than four(H): one(V), except where bulk heading is approved. **[Ord. 2018-018]**
6. All normally exposed side slopes and maintenance berms of open impoundments shall be fully grassed or otherwise protected from erosion.
7. Each piped inlet to an open impoundment shall have a concrete or sand-cement rip-rap endwall designed and constructed with suitable foundation for installation on the slope or bed of the impoundment as applicable. However, the endwall may be eliminated on inlets to wet detention impoundments where the pipe is installed with the crown at least two feet below the control elevation and with the pipe invert protruding at least two feet beyond the side slope.
8. Stormwater runoff from pavement, roofs, and unpaved areas of compacted soil surfaces with no significant vegetative cover shall be directed over grassed, pervious soil surfaces as diffused flow prior to entering wet detention/retention facilities or dry detention facilities in order to promote infiltration, particulate deposition, nutrient removal, and interception of debris or other undesirable materials which may overload, pass through, cause nuisance conditions in, or increase maintenance needs of said facilities.

9. In order to protect against overdrainage of surrounding lands, no control elevation shall be lower than the pre-development average annual mean water table elevation of the detention facility site. In areas with variable water table elevations, the County Engineer may require soil testing or additional information to determine on-site water table elevations. **[Ord. 2014-025]**
10. A perimeter berm with a top elevation equal to or greater than the stage for the on-site 25-year, 72-hour event shall be provided on-site within a minimum of three feet from the property line such that all required grading occurs on-site unless written approval is obtained from abutting Property Owners. Perimeter berms established on site greater than three feet from the property line shall include drainage provisions to prevent off-site stormwater discharge. **[Ord. 2014-025]**
11. If exfiltration trench is utilized for on-site water storage, the County Engineer may require stormwater stage calculations for the relationship between the exfiltration trench and rising water table. **[Ord. 2014-025]**

G. Stormwater Management and Maintenance Access Rights

1. Each secondary system facility for detention or retention of stormwater runoff in an open impoundment shall be placed entirely within a water management tract dedicated or deeded to an acceptable entity responsible for operation and maintenance of the stormwater management system.
2. Except as otherwise provided pursuant to this Article, there is hereby required around each water management tract established for purposes of wet detention or retention in an open impoundment a lake maintenance easement a minimum of 20 feet in width and graded at a slope no steeper than eight(H): one(V), coinciding with the required maintenance berm. The width of the easement shall be measured from the point at which the grade is not steeper than eight(H): one(V). Lake maintenance from an abutting Local Street may be permitted by the County Engineer in accordance with good engineering practices. Access to a lake maintenance easement from at least one minor street shall be established as part of said easement or, when necessary, by separate express easement or other instrument of record. A lake maintenance easement shall be required on only one side of the water body or water management tract where the water surface at control elevation does not exceed 40 feet in width; provided, however, that elimination of said easement does not isolate any remaining lake maintenance easement from proper access. If the water surface at the control elevation is greater than 40 feet wide, a lake maintenance easement shall be required on both sides. No lake maintenance easement shall be required behind bulkheads; provided, however, an easement not less than ten feet in width shall be provided behind bulkheads where necessary to provide access to outfalls and, further, that elimination of said portion of lake maintenance easement does not result in isolating any remaining lake maintenance easement from required access. In residential subdivision, lake maintenance easements, including required access, shall be established over common areas only, and shall not encroach residential lots.
3. Easements shall be provided where necessary at a width adequate to accommodate the stormwater management facilities. A minimum width of 12 feet shall be provided for underground storm drainage installations. Where swales are used, the width shall be adequate to accommodate the entire design section between tops of slope. Where canals or ditches are permitted, the width shall be adequate to accommodate drainage facilities plus 20 feet on one side for maintenance purposes. Drainage easements shall be provided to accommodate existing drainage of surface waters from off-site contributory areas. When a subdivision is traversed by existing canals, watercourses, streams, drainage ways, or channels, there shall be provided a drainage easement or R-O-W conforming substantially with the lines of such watercourse and of such further width or construction or both as will be adequate for access, maintenance, and floodplain purposes.

H. Certificate of Compliance for Lots

When the finished lot grading required by [Art. 11.E.4.E.1, Lot and Building Site Drainage](#), [Art. 11.E.4.E.4, Parking Tract and Parking Area Drainage](#), is to be completed in conjunction with building construction, prior to issuance of the Certificate of Occupancy the developer shall submit to the Building Director a Certificate of Compliance from a State of Florida registered professional surveyor and mapper, engineer, or landscape architect. Such statement shall be in a form approved by the Building Department and shall state that lot grading was done in accordance with either the approved grading plan for the subdivision or, in the absence of such plan, in accordance with the applicable requirements of [Art. 11.E.4.E.1, Lot and Building Site Drainage](#), and [Art. 11.E.4.E.4, Parking Tract and Parking Area Drainage](#). **[Ord. 2010-022]**

Section 5 Wastewater Systems

A. General Requirement

Except in rural subdivisions, or where otherwise approved pursuant to [Art. 11.E.5.B.2](#), a sewage collection/transmission system with appropriate service connection to each lot shall be provided for connection to a central sewer system. Such system shall be designed and installed in accordance with the Department of Environmental Protection (DEP) requirements, applicable permits or approvals obtained from the utility responsible for the central sewer system, and the appropriate permits secured from the PBCHD.

B. Individual System

1. In rural subdivisions, a septic tank system is an acceptable method of sewage disposal for each lot, when permitted by the PBCHD as per the standards prescribed in [Art. 15.A, PBC Environmental Control Rule I – Onsite Sewage Treatment and Disposal Systems](#).
2. In subdivisions other than rural subdivisions, and in which each lot has an area of at least one acre, a septic tank system is an acceptable method of sewage disposal for each lot, conditioned upon the following:
 - a. The subdivisions maximum build-out is 20 acres.
 - b. The applicable central wastewater system Utility Service Provider approving the use of septic tanks, based upon the Utilities determination that provision of central wastewater service to the subdivision would require all of the following:
 - 1) the installation of a wastewater lift station and force main; and
 - 2) the installation of more than half a mile of wastewater force main from an existing available public wastewater collection system to the nearest boundary of the subdivision.
 - c. The PBCHD permitting the use of septic tanks per the standards prescribed in [Art. 15.A, PBC Environmental Control Rule I – Onsite Sewage Treatment and Disposal Systems](#).

Section 6 Potable Water Systems

A. General Requirement

Except in rural subdivisions, a potable water distribution system with appropriate service connection to each lot shall be provided for connection to a central water system. Such system shall be designed and installed in accordance with the DEP requirements, applicable permits or approvals obtained from the utility responsible for the central water system, and the appropriate permits secured from the PBCHD.

B. Individual System

In rural subdivisions, or where otherwise allowed, an individual well system is an acceptable method of providing potable water for each lot, when permitted by the PBCHD pursuant to the standards prescribed in [Art. 15.B, PBC Environmental Control Rule II – Drinking Water Supply Systems](#).

Section 7 Utilities

A. Required Improvement

All utilities, including power and light, telephone and telegraph, cable television, wiring to street lights, and gas shall be installed underground, unless such requirement is waived by the County Engineer, as provided in this Section. Utilities shall be constructed in easements as prescribed by this Section. The developer shall make arrangements for utilities installation with each entity furnishing utility service involved. **[Ord. 2014-025]**

B. Easements

Utility easements 12 feet wide shall be provided where necessary for the particular development or for continuity purposes to accommodate all required utilities across lots and shall have convenient access for maintenance. Where possible, utility easements shall be centered on lot lines and should be provided for underground utilities across the portion(s) of the lot abutting a street or parking area. When a utility easement is to abut a street, the width may be reduced as approved by the County Engineer. Additional utility easements may be required by PBC when, in the opinion of the County Engineer, such easements are necessary for continuity of utility service between subdivisions or other development and where necessary for maintenance and service. Utility easements and drainage easements shall not be combined. Where crossings occur, drainage easements shall take precedent. Easements shall be coordinated with requisite utility authorities and shall be provided as prescribed by this Article for the installation of underground utilities or relocating existing facilities in conformance with the respective utility authority's rules and regulations. **[Ord. 2013-001]**

C. Exceptions to Underground Installation

1. Applicability

This Section shall apply to all cables, conduits, or wires forming parts of an electrical distribution or communications system, including service lines to individual properties and main distribution feeder electrical lines delivering power to local distribution systems. This Section shall not apply to wires, conduits, or associated and supporting structures whose exclusive function is to transmit or distribute electricity between subdivisions, generating stations, substations and transmission lines of other utility systems, or perimeter lines located adjacent to a subdivision.

2. Standard Exception for Appurtenant, on the Ground Facilities

Appurtenances such as transformer boxes, pedestal mounted terminal boxes, meter cabinets, service terminals, telephone splice closures, pedestal type telephone terminals, or other similar "on the ground" facilities normally used with and as a part of the underground distribution system may be placed above ground, but shall be located so as not to constitute a traffic hazard.

3. Exceptions Requiring Approval of County Engineer

All other proposals for above-ground installation of utilities shall be submitted to the County Engineer at the time of the preliminary submittal. Such request shall be made in writing and noted on the construction plans. The County Engineer shall, at the time of the preliminary review, consider the request and all pertinent information, including but not limited to the construction plans, existing installations, and other information the County Engineer deems necessary. Any approval or denial pursuant to this Subsection shall be set forth in writing, which may be by separate statement to the developer and the developer's engineer or may be part of the County Engineer's response to the preliminary review.

4. Convertibility

Any new service which, by virtue of an approved waiver granted pursuant to this Section, is allowed to be supplied by overhead utilities shall be connected to a service panel that is convertible for underground utility service at a future date.

D. Installation in Streets

After the subgrade for a street has been completed, and before any material is applied, all underground work for the water mains, sanitary sewers, storm sewers, gas mains, telephone, electrical power conduits and appurtenances, and any other utility shall be installed completely through the width of the street to the sidewalk area or provisions made so that the street will not be disturbed for utility installation. All underground improvements installed for the purpose of future service connections shall be properly capped and backfilled.

Section 8 Fire-Rescue Services

A. Required Improvement

Fire hydrants shall be provided where central water systems are provided. Fire hydrants shall be provided in the manner prescribed in this Section.

B. Single Family Developments of Less than Five Units per Acre

Fire hydrants shall be spaced no greater than 600 feet apart and not more than 300 feet to the center of any lot in the subdivision and shall be connected to mains no less than six inches in diameter. The system shall provide capability for fire flow of at least 700 gallons per minute in addition to a maximum day requirement at pressures of not less than 20 pounds per square inch. The system shall have the capability of sufficient storage or emergency pumping facilities to such an extent that the minimum fire flow will be maintained for at least four hours or the current recommendations of the insurance services office, whichever is greater.

C. Multifamily Developments of over Five Dwelling Units per Acre, Commercial, Institutional, Industrial, or Other High Daytime or Nighttime Population Density Developments

In these areas fire hydrants shall be spaced no greater than 500 feet apart and the remotest part of any structure shall not be more than 300 feet from the hydrant and shall be connected to mains no less than six inches in diameter. Fire flow shall be provided at flows not less than 1,200 gallons per minute in addition to a maximum day requirement at pressures of not less than 30 pounds per square inch.

D. Charges for Use

Charges made for the use of the fire hydrant or water consumed there from when a fire protection authority uses the fire hydrant in the performance of its official duty shall be as regulated by the Public Service Commission.

Section 9 Subdivision Design and Survey Requirements

A. Maximum Length of Blocks

Block lengths shall not exceed 1,320 feet between intersecting streets. Provided, however, that greater lengths may be approved by the County Engineer on an individual basis after considering such factors such as but not limited to, lot size, the ADT, number of through streets, street layout, emergency vehicle accommodations, and other engineering considerations, in accordance with acceptable engineering practices. [Ord. 2014-025] [Ord. 2018-018]

B. Lots

All lots shall have the area, frontage, width, and depth required by this Code or applicable zoning approval for the prevailing or approved use zone wherein said lots are located.

1. Existing Structures

When a subdivision is proposed upon land with existing structures that are proposed to be retained, lots are to be designed so as not to cause said existing structures to become nonconforming.

2. Lots Abutting Major Streets

a. Residential – When lots are platted abutting a major street or Non-Plan Collector Street, access shall be provided by and limited to Local Streets or Residential Access Streets. No access from individual lots shall be permitted directly to a major street. [Ord. 2018-018]

b. Nonresidential – When lots are subdivided abutting a major street, no access from individual lots shall be permitted directly to a major street. This does not apply to lots in the Planned Development zoning district that have multiple uses sharing common access drives to major streets. [Ord. 2018-018]

3. Through Lots with Street Frontage on Two or More Sides

Multiple frontage lots or through lots shall be avoided except where essential to provide separation of residential development from major streets or to overcome specific disadvantages of topography or orientation. [Ord. 2018-018]

C. Minimum Safe Sight Distance and Corner Clips at Intersections

Street lines at the intersection of two streets shall be connected by a diagonal line in accordance with current PBC Standards for corner clips. Corner lots shall be designed to facilitate a safe intersection with respect to minimum stopping and turning sight distances in accordance with criteria prescribed in the most recent edition of the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. A restriction shall be placed on the plat prohibiting structures or landscaping over 30 inches high within any additional safe sight area required to be established over an individual lot in order to accommodate unusual conditions in the design of the lot or alignment of adjacent streets, said height being measured from the street crown elevation at the intersection.

D. Survey Requirements

1. Permanent Reference Monuments (P.R.M.s)

Where monuments occur within street pavement areas, they shall be installed in a typical water valve cover as prescribed in the current PBC Standards.

2. Permanent Control Points (P.C.P.s) and Monuments

Permanent control points and monuments according to [F.S. § 177.091\(9\)](#), shall be installed as follows.

a. Installation Prior to Plat Recordation

Where required improvements are constructed prior to recordation, the permanent control points and monuments shall be set prior to submission of the Final Plat and certified by the surveyor and mapper in accordance with [Art. 11.D.1.B.15.c, Certification of Surveyor and Mapper](#). [Ord. 2010-022]

b. Installation after Plat Recordation

Where required improvements are constructed after recordation, the permanent control points shall be set under the guaranties as required by [Art. 11.E.9, Subdivision Design and Survey Requirements](#). In such case, the surveyor and mapper's certificate shall comply with [Art. 11.D.1.B.15, Certification and Approvals](#). The signing surveyor and mapper shall provide the County Engineer with a copy of the recorded certification required by [Art. 11.D.1.B.7.f](#), as to his placement of the permanent control points and monuments. [Ord. 2010-022]

CHAPTER F VARIANCES

Section 1 Variances

A variance from the literal or strict enforcement of the provisions of this Article may be granted in accordance with the provisions set forth in [Art. 2, Application Processes and Procedures](#). [Ord. 2011-001]

Amendment History:

[Ord. 2005-002; February 2, 2005] [Ord. 2006-004; March 1, 2006] [Ord. 2006-036; August 29, 2006] [Ord. 2007-013; September 4, 2007] [Ord. 2010-022; September 1, 2010] [Ord. 2011-001; February 4, 2011] [Ord. 2011-016; September 6, 2011] [Ord. 2012-003; February 1, 2012] [Ord. 2013-001; January 31, 2013] [Ord. 2014-025; September 3, 2014] [Ord. 2015-006; February 3, 2015] [Ord. 2015-031; September 3, 2015] [Ord. 2017-007; March 2, 2017] [Ord. 2018-018; August 29, 2018] [Ord. 2019-034; August 27, 2019] [Ord. 2020-001; January 28, 2020]