CITY OF WESTLAKE

AGENDA

City Council Regular Meeting
Tuesday, May 05, 2026, at 6:00 PM

The Lodge at Westlake Adventure Park
5490 Kingfisher Blvd.
Westlake, Florida 33470

Live Broadcasting:
https://cityofwestlake.my.webex.com
Meeting ID: 2632 888 9851 | Password: hello
or
United States Toll: +1-650-479-3208

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Gary Werner, Council Member – Seat 1
Erik Gleason, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Howard W. Brown, JR., City Manager
Zoie P. Burgess, CMC, City Clerk
Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS

This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing Council, state your name and address for the record. All public comments will be noted and may receive a response if necessary. Any follow-up will be handled by staff later.

CONSENT AGENDA

This section of the agenda consists of routine or administrative items that require final approval by the City Council and may be approved in its entirety by a single motion. There will be no discussion of these items unless a Council Member requests such, in which event, the item will be removed from the Consent Agenda and considered on a future agenda.

A. MINUTES_City Council Regular Meeting - 04.07.2026 DRAFT

B. Monthly Financial Report - March

PRESENTATIONS/PROCLAMATIONS

A. Proclamation 2026-10 - Municipal Clerk's Week

B. Proclamation 2026 -11 - Water Reuse Week

C. City of Westlake Annual Report

Submitted by: Palm Beach County Fire Rescue

PUBLIC HEARING - QUASI JUDICIAL

A. **MSP-2026-02:** The applicant is requesting approval of a Master Sign Plan (retroactive) for the Cresswind Palm Beach residential development, located south of Town Center Pkwy, east of Parcel M (Sky Cove), south of Persimmon Blvd. East, and west of Pod S (Orchards). The applicant is requesting approval of one (1) pod entry monument sign located within the landscaped median at the secondary community entrance along Persimmon Boulevard East (already built). The applicant is requesting three (3) waivers pursuant to Section 113-8, Master Sign Plan of the City of Westlake Sign Code.

Submitted By: Planning and Zoning

PUBLIC HEARING

A. **Second Reading** Ordinance 2026-02: Chapter 101 & 119 Text Amendment (Accessory Structure)

Submitted By: Planning and Zoning

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," TO REVISE SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH DEFINITIONS FOR "CABANA" AND "TRELLIS OR ARBOR"; AMENDING CHAPTER 119, "ZONING," BY AMENDING SECTION 119-31, "RESIDENTIAL DISTRICTS," TO PROVIDE REDUCED REAR YARD SETBACKS FOR CERTAIN ACCESSORY STRUCTURES, ESTABLISH MINIMUM BUILDING SEPARATION STANDARDS FOR STRUCTURES WITH SOLID ROOFING SYSTEMS, AND ESTABLISH ROOF OVERHANG STANDARDS FOR CERTAIN ACCESSORY STRUCTURES; AMENDING SECTION 119-33, "MIXED USE DISTRICT," TO ESTABLISH ROOF OVERHANG STANDARDS FOR CABANAS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

NEW BUSINESS

A. Resolution 2026-07 – Authorized Signatures for Conducting the City's Financial Matters

Submitted By: Administration

RESOLUTION 2026-07

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, PROVIDING AUTHORITY FOR AGENTS OF THE CITY TO ACT ON THE CITY'S BEHALF AND PROVIDING AUTHORIZED SIGNATURES FOR CONDUCTING THE CITY'S FINANCIAL MATTERS AND FOR BANKING AND ACCOUNTING PURPOSES.

B. Appointing a Voting Delegate and Alternate Voting Delegates to the Palm Beach County League of Cities

Submitted By: City Clerk's Office

RESOLUTION 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPOINTING JOHNPAUL O'CONNOR, GREG LANGOWSKI, GARY WERNER, ERIK GLEASON, AND CHARLOTTE LEONARD AS THE CITY'S VOTING DELEGATE AND ALTERNATES TO THE PALM BEACH COUNTY LEAGUE OF CITIES, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C. Approval of Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake

Submitted By: Administration

RESOLUTION 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

D. Discussion of City Events

Submitted By: Administration

E. Westlake Video Initiative

Submitted by: Special Events & Project Coordinator

F. Discussion of Contracted Services

Submitted By: Administration

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard

B. Councilman Erik Gleason

C. Councilman Gary Werner

D. Vice Mayor Greg Langowski

E. Mayor JohnPaul O'Connor

REPORT - STAFF

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

PUBLIC COMMENTS

This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing Council, state your name and address for the record. All public comments will be noted and may receive a response if necessary. Any follow-up will be handled by staff later.

ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): June 2, 2026

NOTICE: If a person, firm or corporation decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript). The City of Westlake does not prepare or provide such verbatim record.

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: Wednesday, April 29, 2026, REVISED, Friday, May 1, 2026

File Attachments for Item:

A. MINUTES_City Council Regular Meeting - 04.07.2026 DRAFT

CITY OF WESTLAKE

MINUTES

City Council Regular Meeting
Tuesday, April 07, 2026, at 6:00 PM

The Lodge at Westlake Adventure Park
5490 Kingfisher Blvd.
Westlake, Florida 33470

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Gary Werner, Council Member – Seat 1
Erik Gleason, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Zoie P. Burgess, CMC, Acting City Manager
Odet Izquierdo, Acting City Clerk
Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

DRAFT

A regular meeting of the City Council of the City of Westlake was held on Tuesday, March 3, 2026, at 6:00 PM., at The Lodge at Westlake Adventure Park, 5490 Kingfisher Blvd. Members of the public also attended the meeting through electronic means and accessed as follows:

1. Webex meeting from a computer, tablet or smartphone at the following link: https://cityofwestlake.my.webex.com/

   Meeting ID: 2864 699 6546
   Password: hello

2. Participants also dialed in using the following number:

   United States Toll: +1-650-479-3208
   Meeting ID: 2864 699 6546

CALL TO ORDER

Mayor O'Connor called the City of Westlake regular meeting of Tuesday, April 7, 2026, to order at 6:01 PM.

ROLL CALL

Present and constituting a quorum:

Councilman Gary Werner
Councilman Erik Gleason
Councilwoman Charlotte Leonard
Vice Mayor Greg Langowski
Mayor JohnPaul O'Connor

Also present:

Zoie P. Burgess, CMC, Acting City Manager
Donald J. Doody, Esq., City Attorney
Odet Izquierdo, Acting City Clerk

PLEDGE OF ALLEGIANCE

Mayor O'Connor led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor O'Connor called for any additions, deletions, or modifications to the agenda.

Councilman Werner made a motion to approve the agenda as presented. Seconded by Councilwoman Leonard.

ROLL CALL

Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

With all in favor, motion carried without dissent (5-0).

PUBLIC COMMENTS

This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing Council, state your name and address for the record. All public comments will be noted and may receive a response if necessary. Any follow-up will be handled by staff later.

PBSO provided their monthly report.

Mayor O'Connor opened for public comments.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber provided his regular streetlight report, he announced significant progress.

Public Comment – Ms. Stormi Bivin – 16100 Key Biscayne Lane - Ms. Bivin spoke as a member of the Wellington Garden Club and as a Westlake resident. She reminded the council of her November 2024 presentation offering to fund a Blue Star memorial in the new park. She asked for an update on the park's status, as she had last heard grass might be available by July. Mayor O'Connor confirmed they still intended to have Fourth Fest in the park and were looking for money from Tallahassee for the next phase. He suggested they might consider finding a temporary home for the memorial and relocating it later.

Public Comment – Ms. Marjorie Perry – 5351 Saint Armands Way - Ms. Perry raised quick points. First, she expressed disappointment about Walmart, stating it wasn't why she moved to Westlake. While she understood it was Minto's decision to rent or sell to whomever they wanted, she felt the city and council hadn't been proactive enough in talking to Minto about what they wanted in Westlake. Second, she noted that the resolution about Senate Bill 484 was somewhat null because it had passed without the 5-mile provision she had mentioned at the last meeting. Third, she mentioned attending a press conference by the school that had support from the Palm Beach County Teachers Union, the state of Florida PTAs, and the city of Wellington. She asked why Westlake, as a body, couldn't send a letter or make a statement to the county before the April 23rd meeting.

Public Comment – Dr. Rudolph Tinker – Loxahatchee – Mr. Tinker thanked citizens for coming out to engage their council. He announced he was running for county commission district 6, which covers Westlake and all the western area. He thanked Westlake people for their support, noting he had collected signatures at the Westlake DMV, with 1,391 qualifying as of the previous Friday. He mentioned fighting against the data center project Tango, having held a public meeting with CTA members to try to slow or stop the project. He congratulated the newly sworn council members and praised how well the city had integrated into Loxahatchee.

Public Comment – Donna Peters – 3986 Whippoorwill Circle - Ms. Peters returned to discuss pickleball and tennis courts, expressing frustration about driving to Wellington and Greenbrier Park for these activities due to gas prices. She had been in Westlake for going on two years and was told a park was coming as phase 2, asking about the development timeline for pickleball and tennis. She also asked about restaurants, specifically sit-down casual restaurants beyond just Gator Grill and Pomodoro, noting she had to drive for dinner options.

Public Comment – David Scheinmas – 15807 Amelia Terrace – Mr. Scheinmas thanked the council for their work and raised several concerns. He noted that Century 21 puts out about 30 signs starting from Publix on Sundays, and companies like "1-800 junk" and roofing companies were also posting signs. Mr. Scheinmas suggested fining companies for each sign they leave. He also mentioned traffic issues, noting that the light coming out of Publix from Planet Fitness was very quick, allowing maybe one car through, which could cause people to try to rush through. He suggested increasing the light timing.

Public Comment – Sue Loyzelle – 19711 Weathervane - Ms. Loyzelle spoke about project Tango, thanking Mayor O'Connor for putting the data center resolution on the agenda and for providing a template. She emphasized the importance of each city designing resolutions that meet their needs and was happy Westlake was supporting the hyperscale AI data center discussion. She noted that this could be both a detriment and a blessing but needed to be in the right place, not within such a short distance.

CONSENT AGENDA

This section of the agenda consists of routine or administrative items that require final approval by the City Council and may be approved in its entirety by a single motion. There will be no discussion of these items unless a Council Member requests such, in which event, the item will be removed from the Consent Agenda and considered on a future agenda.

A. Minutes_City Council Special Meeting - 02.24.2026 DRAFT

B. Minutes_City Council Special Meeting - 03.03.2026 DRAFT

C. Minutes_City Council Regular Meeting - 03.03.2026 DRAFT

D. Monthly Financial Report – February

Mayor O'Connor called for a motion to approve the consent agenda.

Motion by Councilman Gleason to approve the consent agenda as presented, seconded by Councilman Werner.

ROLL CALL

Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES

With all in favor, motion carried without dissent (5-0).

PRESENTATIONS/PROCLAMATIONS

A. Swear In Council - Mayor, Vice Mayor, Councilman Gleason

Submitted by: City Clerk's Office

Mayor O'Connor, Vice Mayor Langowski, and Councilman Gleason were sworn in for their new terms.

B. Proclamation 2026-08 - Water Conservation Month

Mayor O'Connor read Proclamation 2026-08 into record declaring April 2026 as Water Conservation Month

C. Proclamation 2026-09 - National Days of Remembrance

Mayor O'Connor read Proclamation 2026-09 into record declaring April 13th through 20th as National Days of Remembrance, commemorating the Holocaust

PUBLIC HEARING - QUASI JUDICIAL

A. SPR-2025-01: The applicant is requesting Site Plan approval for a 24.29-acre site for a proposed retail center known as "Walmart Supercenter." The proposed development includes a 188,779-square-foot retail building and a 1,618-square-foot convenience store with 10 fuel pumps, for a total building area of approximately 190,397 square feet.

The applicant is also requesting three (3) waivers. The first waiver is from Chapter 119, Section 119-33(3)(b)(1)(ii), to increase the permitted fence height for the tire storage area associated with the Auto Care Department from six (6) feet to ten (10) feet. The second waiver is from Chapter 119, Section 119-33(3)(b)(1)(ii), to increase the height of the screen wall on the south elevation from six (6) feet to sixteen feet four inches (16'-4"). The third waiver is from Chapter 111, Section 111-192, to increase the percentage of assigned parking spaces from five percent (5%) to seven percent (7%) of the required parking spaces for the use.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Doody swore in witnesses who would provide testimony. Council members disclosed they had no ex-parte communication regarding this item.

Mr. Leon presented the application for site plan approval for a 24.29-acre site for a proposed Walmart Supercenter. The development includes a 188,779 square foot main retail building and a 1,618 square foot convenience store with 10 fuel pumps, totaling approximately 190,397 square feet. The site is located within the downtown mixed use future land use designation and mixed-use zoning district.

Mr. Leon detailed the site's background, and the proposed site plan includes the one-story main building with ancillary uses like grocery, vision, home and fashion, pharmacy, liquor store, and auto care.

Staff recommended several conditions including a 1% building construction cost contribution to the city's art acquisition fund, limitations on outdoor merchandise display, designated loading areas, proper platting requirements, water management tract dedication, liquor store limitations pending variance approval, and a future traffic analysis for potential intersection improvements.

Mr. Hearing, representing both Minto PBLH LLC and Walmart, expressed enthusiasm about the project, calling it a "bespoke Westlake Walmart" that would be unique compared to other Walmart stores in Florida. He noted it had been about 11 years since a Walmart was built in Palm Beach County, and they had completely retooled their approach to retailing for 2026.

Mr. Hearing explained the site's location in the downtown mixed use land use and zoning district, emphasizing that retail use is permitted by right, not requiring conditional use or special exception approval. The application meets all technical requirements of the comprehensive plan and code, with Palm Beach County issuing traffic performance standard approval.

Mr. Hearing showed detailed elevations and renderings. He walked through various building features including online pickup and delivery areas, drive-through pharmacy, wine and spirits section, garden center, automotive services with three bay doors, and strategically located tire storage tucked into the building design.

Mayor O'Connor opened for public hearing.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber asked several operational questions: whether trailers would be present, how abandoned cars would be handled, confirmation that it wouldn't be 24-hour operation, parking lot cleaning methods and frequency, shopping cart collection frequency, auto/tire service hours, and parking percentages.

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres asked about overnight RV parking policies, job creation estimates and full-time position percentages, and overnight parking concerns for auto care services. Ms. Torres complimented the beautiful appearance of the proposed store.

Public Comment – Jim Auguste - 4684 Woodland Way – Mr. Auguste expressed concerns about Walmart's impact on property values, citing statistics showing negative effects. He argued that most residents don't mind traveling for shopping and that the area doesn't have adequate transportation infrastructure. He noted that morning school traffic already takes nearly an hour to pass, questioning whether proper traffic studies were conducted. He provided information about Walmart's potential negative impacts and hoped the council would be mindful of property owner interests.

(The meeting was temporarily recessed at this point and resumed at 7:47 PM)

Fire Department provided their monthly report.

Public Comment – Public Comment – Lee Kaplan (15817 Key Biscayne Lane) Mr. Kaplan, focused primarily on traffic concerns, noting that Seminole Pratt Whitney is the only northwest way into and out of the city. He questioned how many people would come from elsewhere to shop at this Walmart, referencing the short cycle at the Persimmon/Seminole Pratt Whitney light that only allows one car through. He worried about the cumulative

impact when school is in session and asked whether any traffic studies were conducted, expressing concern that problems would become apparent only after it's too late to address them.

Public Comment – Mr. Katz (7040 Seminole Pratt Whitney Road) Mr. Katz asked whether the city had reviewed Department of Justice studies regarding Walmart's impact on communities, property value studies, impacts on limited police resources, potential increases to local business tax receipts to generate more revenue from the big box retailer, and whether nuisance ordinances would be considered given the city sometimes has only one deputy available. He also asked about traffic studies considering visitors from Belle Glade, Pahokee, South Bay, and other surrounding areas, environmental studies for the gas station near water supply, and property value impacts that studies show could decrease.

Public Comment – Ms. Stormi Bivin – 16100 Key Biscayne Lane - Ms. Bivin complimented the attractive elevations and plans, focusing on landscaping concerns. She noted that while new plantings look beautiful and enhance sites, she was concerned about long-term maintenance. She hoped Westlake would have a long-term plan requiring maintenance to keep developments beautiful and incorporate more native trees that are better suited to the climate.

Public Comment – Dr. Rudolph Tinker – Loxahatchee – Dr. Tinker clarified he wasn't opposing the Walmart but was concerned about traffic impacts on Seminole Pratt Whitney. He worried about commercial truck deliveries when Loxahatchee was fighting to eradicate commercial trucks. He suggested designing store entrances off the main road, perhaps via Sycamore or 60th Street, since Seminole Pratt is the lifeline for western communities. He called for bigger conversations about opening alternative routes and potentially expanding Seminole Pratt even further.

Council questions and discussion on several items and concerns raised by the public were addressed by the Walmart team.

Ms. Nguyen, Traffic Engineer for the City provided a presentation on traffic studies conducted and roadway connections to help answer a lot of the concerns and questions regarding the traffic issue in the city.

Mayor O'Connor called for a motion.

Motion by Councilman Werner to approve SPR 2025-01 with conditions as recommended by staff plus additional conditions: hours limited to 6 AM to 11 PM, ongoing landscape maintenance and replacement requirements, no overnight parking, appropriate signage, and parking lot cleanliness standards, seconded by Councilwoman Leonard.

ROLL CALL

Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES

With all in favor, motion carried without dissent (5-0).

B. VAR-2026-01: The applicant is requesting a distance exception pursuant to Chapter 4, Section 4-10 (Alcoholic Beverages) of the City of Westlake Code of Ordinances to allow a reduction of the required 1,000-foot distance from another establishment licensed for the retail sale of alcoholic beverages.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Doody swore in witnesses who would provide testimony. Council members disclosed they had no ex-parte communication regarding this item.

Staff presentation by Mr. Cleves, the applicant, requested a distance exception from the required 1,000-foot separation from another establishment licensed for alcohol sales. The proposed Walmart liquor store would be approximately 800 feet from XCEL Padel, which has a beer and wine license. Staff determined the request met criteria: the property is not within 1,000 feet of any school, and granting the variance wouldn't materially impair public safety, health, morals, or welfare.

Applicant presentation by Mr. Hearing explained the situation involving XCEL Padel beer and wine license for on-site consumption at their snack venue versus Walmart's package store for off-site consumption. The uses are distinctly different, and the variance was needed due to code nuances. They are well over 1,000 feet from any other package store (Publix) and meet all variance criteria.

Mayor opened for public comments.

Mayor O'Connor called for a motion.

Motion by Councilman Gleason to approve VAR 2026-01 as presented, seconded by Councilman Werner.

ROLL CALL

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES

With all in favor, motion carried without dissent (5-0).

C. MSP-2025-01: The applicant is requesting approval of a Master Sign Plan for the Retail Sales & Services use known as "Walmart Supercenter," located in the southern portion of Pod G. The subject site consists of 24.29 acres and will include a 188,779-square-foot main building and a 1,618-square-foot Convenience Store with 10-pump fueling station. The subject application includes nine (9) waivers.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Doody swore in witnesses who would provide testimony. Council members disclosed they had no ex-parte communication regarding this item.

Staff presentation by Mr. Cleves, the applicant is requesting approval of a Master Sign Plan for the Retail Sales & Services use known as "Walmart Supercenter," located in the southern portion of Pod G. The subject site consists of 24.29 acres and will include a 188,779-square-foot main building and a 1,618-square-foot Convenience Store with 10-pump fueling station. The subject application includes nine (9) waivers.

Applicant presentation by Mr. Hearing described the signage design in context of the building's 1,000-foot setback and large facade. The signs use way-finding elements and are appropriately scaled to the building. All signage consists of individual channel letters, which is higher quality than typical Walmart stores. The waivers address technical code requirements while maintaining appropriate design standards.

Mayor opened for Council discussion.

Mayor opened for public comments.

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres asked for confirmation that all sign components would be channel letters, which Mr. Hearing confirmed affirmatively.

Mayor O'Connor called for a motion.

Motion by Councilman Gleason to approve MSP 2025-01 with requested waivers, seconded by Councilman Werner.

ROLL CALL

Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES

With all in favor, motion carried without dissent (5-0).

D. MSP-2026-02: The applicant is requesting approval of a Master Sign Plan (retroactive) for the Cresswind Palm Beach residential development, located south of Town Center Pkwy, east of Parcel M (Sky Cove), south of Persimmon Blvd. East, and west of Pod S (Orchards). The applicant is requesting approval of one (1) pod entry monument sign located within the landscaped median at the secondary community entrance along Persimmon Boulevard East (already built). The applicant is requesting three (3) waivers pursuant to Section 113-8, Master Sign Plan of the City of Westlake Sign Code.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

City Attorney requested continuation of this item at the applicant's request.

Mayor O'Connor called for a motion.

Motion by Council Councilman Werner to approve the request to open the public hearing and continue this matter to the next regular meeting, seconded by Councilwoman Leonard.

ROLL CALL

Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

With all in favor, motion carried without dissent (5-0).

PUBLIC HEARING

A. FIRST READING Ordinance 2026-02: Chapter 101 & 119 Text Amendment (Accessory Structure)

Submitted By: Planning and Zoning

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," TO REVISE SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH DEFINITIONS FOR "CABANA" AND "TRELLIS OR ARBOR"; AMENDING CHAPTER 119, "ZONING," BY AMENDING SECTION 119-31, "RESIDENTIAL DISTRICTS," TO PROVIDE REDUCED REAR YARD SETBACKS FOR CERTAIN ACCESSORY STRUCTURES, ESTABLISH MINIMUM BUILDING SEPARATION STANDARDS FOR STRUCTURES WITH SOLID ROOFING SYSTEMS, AND ESTABLISH ROOF OVERHANG

STANDARDS FOR CERTAIN ACCESSORY STRUCTURES; AMENDING SECTION 119-33, "MIXED USE DISTRICT," TO ESTABLISH ROOF OVERHANG STANDARDS FOR CABANAS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the ordinance by title only.

Mr. Leon provided a brief summary noting the Land Planning Agency approved the ordinance with staff direction to review accessory structure heights. Mr. Leon noted the existing 25-foot height limit was already in the code and they would examine any impacts, though typically accessory structures aren't higher than main structures.

Mayor O'Connor opened for public comments.

Mayor O'Connor opened for council discussion.

Mayor O'Connor called for a motion.

Motion by Councilwoman Leonard, to approve first reading Ordinance 2026-02 as amended (correcting the ordinance number), seconded by Vice Mayor Langowski.

ROLL CALL

Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES

With all in favor, motion carried without dissent (5-0).

NEW BUSINESS

A. RESOLUTION 2026-03 - Selection of Vice Mayor

Submitted By: City Clerk's Office

RESOLUTION 2026-03

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, SELECTING A MEMBER OF THE CITY COUNCIL TO SERVE IN THE POSITION OF VICE-MAYOR UNTIL APRIL 6, 2027, PURSUANT TO THE CITY'S CHARTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the ordinance by title only.

Acting City Manager Ms. Burgess explained the charter requirement for annual vice mayor selection and requested council select a member and approve the resolution.

Mayor O'Connor opened for council discussion.

Mayor O'Connor took the privilege to nominate Vice Mayor Langowski for reappointment.

Mayor O'Connor called for a motion.

Motion by Councilwoman Leonard to continue with the current Vice Mayor Langowski, seconded by Councilman Gleason.

ROLL CALL

Councilwoman Leonard	YES

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES

With all in favor, motion carried without dissent (5-0).

B. RESOLUTION 2026-04 – Supporting Senate Bill 484 and House Bill 1007 Relating to the Siting of Hyperscale Data Centers

Submitted By: City Clerk's Office

RESOLUTION 2026-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING SENATE BILL 484 AND HOUSE BILL 1007 RELATING TO THE SITING OF HYPERSCALE DATA CENTERS; ADVOCATING FOR MEANINGFUL PROXIMITY PROTECTIONS FOR SCHOOLS AND RESIDENTIAL NEIGHBORHOODS; PRESERVING LOCAL LAND-USE AUTHORITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the ordinance by title only.

Acting City Manager Mr. Burgess explained the resolution's support for legislation addressing hyperscale data center siting with proximity protections for schools and residential neighborhoods.

Mayor O'Connor opened for council discussion.

Mayor O'Connor proposed amendments since House Bill 1007 no longer existed, removing references to it and adding language about Palm Beach County establishing a 5-mile minimum distance requirement to protect students from industrial noise, vibration, light, and emissions.

Motion by Councilman Gleason o amend the resolution as outlined by the City Attorney, seconded by Vice Mayor Langowski.

ROLL CALL

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES

With all in favor, motion carried without dissent (5-0).

Mayor O'Connor called for a motion to approve Resolution as amended.

Motion by Vice Mayor Langowski to approve the resolution as amended, seconded by Councilman Gleason.

ROLL CALL

Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES

With all in favor, motion carried without dissent (5-0).

C. RESOLUTION 2026-05 – Supporting the Extension of State Road 7

Submitted By: Administration

RESOLUTION 2026-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING THE EXTENSION OF STATE ROAD 7; RECOGNIZING THE NEED FOR IMPROVED TRANSPORTATION, PUBLIC SAFETY, AND REGIONAL CONNECTIVITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Doody read the ordinance by title only.

Acting City Manager Ms. Burgess explained the resolution supporting the State Road 7 extension from Okeechobee Boulevard to Northlake Boulevard to address traffic congestion and improve regional connectivity, emergency response times, and hurricane evacuation capabilities.

Mayor O'Connor opened for council discussion.

Mayor O'Connor called for a motion.

Motion by Councilwoman Leonard to approve Resolution 2026-05 supporting the State Road 7 extension, seconded by Councilman Werner.

ROLL CALL

Councilman Werner	YES
Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

With all in favor, motion carried without dissent (5-0).

D. RESOLUTION 2026-06 – Education Advisory Board Appointment

Submitted By: City Clerk's Office

RESOLUTION 2026-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPOINTING ONE (1) BOARD MEMBER TO SERVE ON THE EDUCATION ADVISORY BOARD; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Vice Mayor Langowski clarified the appointee's name as Chad Lovitt, currently an alternate member being moved to full voting member status.

Mayor O'Connor called for a motion to appoint Chad Lovitt.

Motion by Councilman Werner to appoint Chad Lovitt as a permanent member of the Education Advisory Board, seconded Vice Mayor Langowski.

ROLL CALL

Councilman Gleason	YES
Councilwoman Leonard	YES

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES

With all in favor, motion carried without dissent (5-0).

Mr. Doody read the ordinance by title only.

Mayor O'Connor called for a motion to approve the Resolution as stated.

Motion by Councilman Werner approval of the resolution as stated, seconded Vice Mayor Langowski

ROLL CALL

Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	YES
Councilman Gleason	YES

With all in favor, motion carried without dissent (5-0).

CITY COUNCIL COMMENTS

Councilwoman Charlotte Leonard – no comments

Councilman Erik Gleason - Referenced upcoming race discussion by the city manager.

Councilman Gary Werner - Made two requests: 1) Convene a special meeting this month to finalize the city manager candidate decision, and 2) Seek council support to initiate RFPs for planning, building, and engineering staff contracts, noting these evergreen contracts haven't been bid in at least 8 years.

Vice Mayor Greg Langowski - Reported on Education Advisory Board activities, including recognizing dual-enrolled Seminole Ridge High School students and teacher of the year at the May council meeting. He announced the April 30th groundbreaking for Westlake Elementary School at 9 AM and the next Education Advisory Board meeting April 30th at 6 PM at City offices.

Mayor JohnPaul O'Connor - Announced his speaking engagement at a Smart Cities conference in West Palm Beach (April 14-15) with free registration available to council members. He reported progress on city manager contract negotiations, recommending a workshop or special meeting for discussions since it would need its own meeting. He congratulated reelected colleagues, expressed enthusiasm for continuing to lead the city forward, and requested calendar coordination through the city manager for the workshop meeting.

REPORT – STAFF

No report provided

REPORT - CITY ATTORNEY

No report provided

REPORT - CITY MANAGER

Acting City Manager Burgess provided several updates:

New Businesses: Chase Bank began excavation within the past week. New businesses coming to Westlake Palms Plaza include Goodwill donation center, Ella Cafe, Westlake Eye Care, and another barbershop.

Spring Fest: Thanked attendees and noted areas for improvement with their new special events coordinator. The event featured 48 market vendors, 3 community vendors, and 3 sponsors.

5K Race Plans: Proposed hosting the race in September as a Tunnel to Towers Foundation third-party fundraiser, allowing use of their logo and providing a dedicated fundraising site. She requested council consideration for bringing this back formally once foundation guidelines and agreements are received for city attorney review.

Palm Beach League of Cities Luncheon: Requested approval to purchase a table for the May 27th installation luncheon where Mayor O'Connor will be sworn in as president. Council provided consensus approval.

Councilwoman Leonard requested a future discussion about events in general, including their purpose and costs, based on conversations heard from vendors and attendees.

PUBLIC COMMENTS

This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing Council, state your name and address for the record. All public comments will be noted and may receive a response if necessary. Any follow-up will be handled by staff later.

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres asked about the status of art in public places funds and public transportation to serve the new Walmart and Lowe's, referencing former city manager involvement with county transit discussions. Mayor O'Connor mentioned appropriations for a "Go West" program that would bring transit to Westlake, pending state budget approval.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber expressed excitement about the Tunnel to Towers 5K race. He expected it to be huge as the first Tunnel to Towers sanctioned 5K on the East Coast of Florida, with plans for a September 11th ceremony and September 12th race at 7:30 AM. He envisioned this bringing many people to see Westlake and eventually establishing a memorial in the future park, with art installations.

Public Comment – Ms. Marjorie Perry – 5351 Saint Armands Way - Ms. Perry asked about the data center resolution distribution to the Board of County Commissioners before their April 23rd vote. Mayor O'Connor confirmed it would be transmitted to them.

Public Comment – Sue Loyzelle – 19711 Weathervane – Ms. Loyzelle thanked the council for the resolution and thanked Westlake residents for donations to the Western Palm Beach Community Alliance, which helped fund lobbying efforts in Tallahassee that achieved some success regulations. She provided information about the April 23rd County meeting.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 9:53 PM.

Odet Izquierdo, Acting City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

B. Monthly Financial Report - March

MEMORANDUM

TO: **Members of the City Council, City of Westlake**

FROM: **Lucus McDonald, Accounting Supervisor**

CC: **Stephen Bloom, Vice President Finance**

DATE: **April 22, 2026**

SUBJECT: **March 2026 Financial Report**

Please find attached the March 2026 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City's funds is provided below. Should you have any questions or require additional information, please contact Lucus McDonald at lucus.mcdonald@inframark.com.

General Fund

- Total Revenues through March were approximately 80% of the annual budget. Collections of the FY2026 Ad Valorem Tax and Special Assessments were approximately 92% and 95%, respectively.
- Total Expenditures and Contingency through March were approximately 28% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through March were approximately 176% of the annual budget, which was a result of a higher than anticipated rate of construction and donations on commercial permits. A donation of $1,500 per Single Family Residence building permit is paid into the Housing Assistance Program.

Special Revenue Fund – Comprehensive Planning Services

- Total Revenues through March were approximately 18% of the annual budget.
- Total Expenditures through March were approximately 36% of the annual budget.

City of Westlake

Financial Report

March 31, 2026

Table of Contents

FINANCIAL STATEMENTS Page #

Balance Sheet 1

Statement of Revenues, Expenditures and Changes in Fund Balance

General Fund ..... 2 - 5

Special Revenue Fund (Housing Assistance Program) 6

Special Revenue Fund (Comprehensive Planning Services) 7

SUPPORTING SCHEDULES

Cash and Investment Report 8

City of Westlake

Financial Statements

March 31, 2026

Balance Sheet
March 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Cash - Checking Account	$ 1,932,523	$ -	$ -	$ 1,932,523
Cash Restricted for Donated Funds	268,671	-	-	268,671
Assessments Receivable	38,548	-	-	38,548
Due From Other Districts	-	-	552	552
Due From Other Funds	2,680,753	-	-	2,680,753
Investments:				
Money Market Account	13,419,695	1,302,683	-	14,722,378
Other	-	3,317,768	-	3,317,768
Prepaid Items	1,740	-	-	1,740
Deposits	666	-	-	666
Mortgages Receivable	-	2,172,558	-	2,172,558
TOTAL ASSETS	**$ 18,342,596**	**$ 6,793,009**	**$ 552**	**$ 25,136,157**
LIABILITIES				
Accounts Payable	$ 16,681	$ -	$ 66,118	$ 82,799
Accrued Expenses	176,537	2,587	-	179,124
DBPR surcharge	4,444	-	-	4,444
DCA surcharge	6,569	-	-	6,569
Impact Fees	487,136	-	-	487,136
Unearned Revenue	519,992	-	-	519,992
Due To Developer	-	-	93,801	93,801
Due To Other Districts	36,857	-	-	36,857
Due To Other Gov'tl Units	1,591	-	-	1,591
Deferred Revenue-Developer Submittals (Minto)	-	-	42,975	42,975
Due To Other Funds	-	20,648	2,660,105	2,680,753
Deferred Inflow of Resources	38,548	-	-	38,548
TOTAL LIABILITIES	**1,288,355**	**23,235**	**2,862,999**	**4,174,589**
FUND BALANCES				
Nonspendable:				
Prepaid Items	1,740	-	-	1,740
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	6,769,774	-	6,769,774
Unassigned:	17,051,835	-	(2,862,447)	14,189,388
TOTAL FUND BALANCES	**$ 17,054,241**	**$ 6,769,774**	**$ (2,862,447)**	**$ 20,961,568**
TOTAL LIABILITIES & FUND BALANCES	**$ 18,342,596**	**$ 6,793,009**	**$ 552**	**$ 25,136,157**

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ -	$ -	$ 190,990	$ 190,990
Ad Valorem Taxes	7,525,730	7,221,573	6,901,288	(320,285)
Ad Valorem Taxes - Discounts	(301,000)	(301,000)	(272,987)	28,013
Discretionary Sales Surtaxes	605,400	302,700	-	(302,700)
FPL Franchise	487,100	243,548	287,793	44,245
Gas	82,000	41,002	44,381	3,379
Solid Waste	42,300	21,150	29,153	8,003
Electricity	621,400	310,702	379,399	68,697
Water	198,900	99,450	68,904	(30,546)
Gas	182,500	91,252	98,637	7,385
Communication Services Taxes	159,800	79,898	97,210	17,312
Occupational Licenses	37,300	18,652	11,368	(7,284)
Building Permits	-	-	4,248	4,248
Building Permits - Surcharge	-	-	11	11
Building Permits - Admin Fee	99,200	49,598	52,920	3,322
State Revenue Sharing Proceeds	102,800	51,398	50,956	(442)
Alcoholic Beverage License	1,100	550	-	(550)
Other Public Safety Chrgs/Fees	9,400	4,702	5,381	679
Garbage/Solid Waste Revenue	233,400	116,700	14,089	(102,611)
Penalties	-	-	204	204
Other Operating Revenues	10,200	5,100	4,316	(784)
Special Events	-	-	8,450	8,450
Event Sponsors	-	-	7,057	7,057
Judgements and Fines	-	-	1,102	1,102
Special Assmnts- Tax Collector	948,700	912,443	905,834	(6,609)
Special Assmnts- Discounts	(37,900)	(37,900)	(35,610)	2,290
Other Miscellaneous Revenues	-	-	360	360
Lien Search Fee	12,500	6,248	6,128	(120)
TOTAL REVENUES	**11,020,830**	**9,237,766**	**8,861,582**	**(376,184)**

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
EXPENDITURES				
Legislative				
Mayor/Council Stipend	60,000	30,000	30,000	-
FICA Taxes	4,600	2,300	2,295	5
ProfServ-Legislative Expense	75,000	37,500	24,360	13,140
Telephone, Cable & Internet Service	4,700	2,348	2,487	(139)
Lease - Building	176,000	87,998	3,000	84,998
Public Officials Insurance	5,500	5,500	4,662	838
Misc-Event Expense	254,000	54,000	84,129	(30,129)
Council Expenses	80,000	39,998	33,664	6,334
Dues, Licenses, Subscriptions	15,000	15,000	9,805	5,195
Total Legislative	674,800	274,644	194,402	80,242
City Manager				
Contracts-City Manager	258,500	129,248	129,300	(52)
Misc-Public Relations	50,000	25,000	5,690	19,310
Office Supplies	12,200	6,098	1,534	4,564
Dues, Licenses, Subscriptions	2,700	1,350	989	361
Total City Manager	323,400	161,696	137,513	24,183
City Clerk				
ProfServ-Web Site Maintenance	7,600	3,802	3,050	752
Contracts-City Clerk	233,100	116,550	116,550	-
Postage and Freight	1,900	952	88	864
Printing	12,500	6,248	95	6,153
Legal Advertising	17,500	8,750	4,343	4,407
Miscellaneous Expenses	12,500	6,248	11,354	(5,106)
Office Supplies	2,900	1,450	1,274	176
Dues, Licenses, Subscriptions	35,600	10,887	12,121	(1,234)
Total City Clerk	323,600	154,887	148,875	6,012
Finance				
Auditing Services	8,100	-	-	-
Contracts-Finance	108,100	54,052	54,050	2
Contracts-City Clerk	-	-	19,425	(19,425)
Total Finance	116,200	54,052	73,475	(19,423)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Legal Counsel				
ProfServ-Legal Services	101,500	50,752	56,874	(6,122)
ProfServ-Legal Litigation	122,600	61,298	1,545	59,753
Total Legal Counsel	224,100	112,050	58,419	53,631
Other Administrative Services				
ProfServ-Info Technology	85,300	40,200	43,779	(3,579)
Contracts-Admin. Service	456,500	228,248	228,250	(2)
Misc-Assessment Collection Cost	9,500	9,137	3,760	5,377
General Government	150,000	75,000	-	75,000
Total Other Administrative Services	701,300	352,585	275,789	76,796
Facility Services				
Telephone, Cable & Internet Service	9,200	4,600	5,505	(905)
Lease - Building	25,000	12,502	-	12,502
Insurance (Liab,Auto,Property)	13,900	13,900	9,465	4,435
Miscellaneous Services	1,500	750	2,381	(1,631)
Cleaning Services	14,300	7,148	6,353	795
Principal-Capital Lease	16,700	8,348	14,185	(5,837)
Interest-Capital Lease	2,800	1,402	2,574	(1,172)
Total Facility Services	83,400	48,650	40,463	8,187
Community Services				
Contracts-Solid Waste	1,360,400	680,198	789,196	(108,998)
Contracts-Sheriff	1,398,600	699,300	644,937	54,363
Electricity	253,800	126,900	98,446	28,454
R&M-Community Maintenance	31,200	15,600	15,600	-
Operating Supplies	58,600	29,300	-	29,300
Roadway Services	13,600	6,800	15,274	(8,474)
Total Community Services	3,116,200	1,558,098	1,563,453	(5,355)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Capital Expenditures & Projects				
Capital Improvements	50,000	-	-	-
Cap Outlay - Equipment	25,000	-	-	-
Total Capital Expenditures & Projects	75,000	-	-	-
Reserves				
Misc-Contingency	280,700	140,348	2,642	137,706
1st Quarter Operating Reserves	1,473,400	736,702	-	736,702
Reserve - Capital Projects	1,500,000	750,000	-	750,000
Total Reserves	3,254,100	1,627,050	2,642	1,624,408
TOTAL EXPENDITURES & RESERVES	**8,892,100**	**4,343,712**	**2,495,031**	**1,848,681**
Excess (deficiency) of revenues Over (under) expenditures	2,128,730	4,894,054	6,366,551	1,472,497
OTHER FINANCING SOURCES (USES)				
Grants/Donations-Other Sources	-	-	36,850	36,850
Grants and Aids	(50,000)	(24,998)	-	24,998
Contribution to (Use of) Fund Balance	2,078,730	-	-	-
TOTAL FINANCING SOURCES (USES)	**2,028,730**	**(24,998)**	**36,850**	**61,848**
Net change in fund balance	$ 2,078,730	$ 4,869,056	$ 6,403,401	$ 1,534,345
FUND BALANCE, BEGINNING (OCT 1, 2025)	**10,650,840**	**10,650,840**	**10,650,840**	
FUND BALANCE, ENDING	**$ 12,729,570**	**$ 15,519,896**	**$ 17,054,241**	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ -	$ -	$ 24,563	$ 24,563
Dividends	-	-	58,273	58,273
Donations	300,000	150,000	443,919	293,919
TOTAL REVENUES	**300,000**	**150,000**	**526,755**	**376,755**
EXPENDITURES				
Housing Assistance Program Manager				
Contracts - Housing Assistance Program Manager	-	-	20,648	(20,648)
Total Housing Assistance Program Manager	-	-	20,648	(20,648)
Other Administrative Services				
Bank Fees	-	-	36	(36)
Total Other Administrative Services	-	-	36	(36)
Public Assistance				
Misc-Admin Fee (%)	21,000	10,500	-	10,500
Assistance Program	279,000	139,500	-	139,500
Total Public Assistance	300,000	150,000	-	150,000
TOTAL EXPENDITURES	**300,000**	**150,000**	**20,684**	**129,316**
Excess (deficiency) of revenues Over (under) expenditures	-	-	506,071	506,071
Net change in fund balance	$ -	$ -	$ 506,071	$ 506,071
FUND BALANCE, BEGINNING (OCT 1, 2025)	**6,263,703**	**6,263,703**	**6,263,703**	
FUND BALANCE, ENDING	**$ 6,263,703**	**$ 6,263,703**	**$ 6,769,774**	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ -	$ -	$ -	$ -
Building Permits	2,268,800	1,134,398	378,792	(755,606)
Reinspection Fees	-	-	50	50
Building Permits - Surcharge	6,000	3,000	2,530	(470)
Other Building Permit Fees	30,000	15,000	40,650	25,650
Building Permits - Admin Fee	147,100	73,552	74,928	1,376
Engineering Permits	261,200	130,598	13,111	(117,487)
Planning & Zoning Permits	336,800	168,398	48,910	(119,488)
TOTAL REVENUES	**3,049,900**	**1,524,946**	**558,971**	**(965,975)**
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	261,200	130,598	96,103	34,495
ProfServ-Info Technology	327,400	163,702	94,600	69,102
ProfServ-Legal Services	42,300	21,150	10,290	10,860
ProfServ-Planning/Zoning Board	336,800	168,398	224,916	(56,518)
ProfServ-Compliance Service	186,500	93,248	79,920	13,328
ProfServ-Building Permits	1,738,800	869,400	537,920	331,480
Special Magistrate	30,000	15,000	-	15,000
Telephone, Cable & Internet Service	5,300	2,648	2,370	278
Lease - Building	24,000	12,000	-	12,000
Printing	1,000	500	-	500
Miscellaneous Services	3,000	1,500	3,172	(1,672)
Misc-Admin Fee (%)	33,800	16,898	16,900	(2)
Billing Service Fees	41,200	20,602	12,417	8,185
Office Supplies	900	450	95	355
Cleaning Services	12,800	6,398	7,020	(622)
Principal-Capital Lease	4,200	2,100	209	1,891
Interest-Capital Lease	700	350	74	276
Total Comprehensive Planning	3,049,900	1,524,942	1,086,006	438,936
TOTAL EXPENDITURES	**3,049,900**	**1,524,942**	**1,086,006**	**438,936**
Excess (deficiency) of revenues Over (under) expenditures	-	4	(527,035)	(527,039)
Net change in fund balance	$ -	$ 4	$ (527,035)	$ (527,039)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**(2,335,412)**	**(2,335,411)**	**(2,335,412)**	
FUND BALANCE, ENDING	**$ (2,335,412)**	**$ (2,335,407)**	**$ (2,862,447)**	

City of Westlake

Supporting Schedule

March 31, 2026

Cash and Investment Report

March 31, 2026

GENERAL FUND

Account Name	Bank Name	Investment Type	Yield	Balance
Checking Account - Operating	BankUnited	Checking Account	n/a	$1,932,523
Money Market	BankUnited	MMA	4.07%	$13,688,366
			Subtotal	**$15,620,889**

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	4.07%	$1,230,842
Government Checking	Valley Bank	Checking Account	4.33%	$71,841
Brokerage Account	Valley Bank	Government Fund Class A	4.01%	$3,317,768
			Subtotal	**$4,620,451**
			Total	**$20,241,340**

File Attachments for Item:

A. Proclamation 2026-10 - Municipal Clerk's Week

Proclamation

MUNICIPAL CLERKS WEEK
MAY 3 – 9, 2026

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

WHEREAS, Municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, JOHNPAUL O'CONNOR, MAYOR OF THE CITY OF WESTLAKE, DO RECOGNIZE THE WEEK OF MAY 3 THROUGH 9, 2026, AS MUNICIPAL CLERKS WEEK, AND FURTHER EXTEND APPRECIATION TO OUR MUNICIPAL CLERK, ZOIE BURGESS AND TO ALL MUNICIPAL CLERKS FOR THE VITAL SERVICES THEY PERFORM AND THEIR EXEMPLARY DEDICATION TO THE COMMUNITIES THEY REPRESENT.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 5th day of May 2026.

_____
JohnPaul O'Connor, Mayor

ATTEST:

_____
Odet Izquierdo, Acting City Clerk

File Attachments for Item:

B. Proclamation 2026 -11 - Water Reuse Week

Proclamation

DECLARING MAY 17-23, 2026
AS CITY OF WESTLAKE, FLORIDA WATER REUSE WEEK

WHEREAS, safe, clean and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors and

WHEREAS, although Florida's water supplies are finite, the state's population and need for water resources continues to increase; and

WHEREAS, water reuse provides a means for conserving and augmenting Florida's precious water resources and is key to the state's sustainable water future; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes; and

WHEREAS, Florida's permitted reuse capacity is more than 1.8 billion gallons per day (approximately 70 percent of Florida's total permitted capacity for all domestic wastewater treatment facilities); and

WHEREAS, Florida has risen to be the national leader in water reuse -- reusing nearly 820 million gallons of reclaimed water per day to conserve freshwater supplies and recharge our freshwater resources; and

WHEREAS, May, typically a dry month when water demands are high, is a good time to educate residents about how they can help save Florida's precious water resources through water reuse; and

WHEREAS, WaterReuse Florida, the state section of the WaterReuse Association, has proclaimed the week of May 17-23, 2026, as Florida Water Reuse Week; and

WHEREAS, the City of Westlake has joined with WaterReuse Florida, the Florida Department of Environmental Protection, and South Florida Water Management District in encouraging and promoting water reuse and conservation; and

WHEREAS, the City of Westlake encourages efficient and effective use of reclaimed water; and

NOW, THEREFORE, BE IT RESOLVED THAT BY VIRTUE OF THE AUTHORITY VESTED IN ME AS MAYOR, OF THE CITY OF WESTLAKE, HEREBY SUPPORTS WATERREUSE FLORIDA AND PROCLAIMS MAY 17 THROUGH MAY 23, 2026, AS:

WATER REUSE WEEK

in the State of Florida. The City of Westlake, Florida is calling upon each citizen and business to help protect our precious water resources by practicing water conservation and efficient and effective use reclaimed water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 5th day of May 2026.

_____
JohnPaul O'Connor, Mayor

ATTEST:

_____
Odet Izquierdo, Acting City Clerk

File Attachments for Item:

C. City of Westlake Annual Report

Submitted by: Palm Beach County Fire Rescue

PALM BEACH COUNTY FIRE RESCUE

CITY OF WESTLAKE ANNUAL REPORT

OCTOBER 1, 2024 – SEPTEMBER 30, 2025

TABLE OF CONTENTS

Mission, Vision & Core Values 1
Message from the Fire Chief 2
Patient Satisfaction Survey 3
Service Area 4
Traffic Preemption 5
Westlake FY 2025 Call Activity 6
Stations · Apparatus · Staffing 7
Stations & Apparatus 8
PBCFR Unveils New Pink Pumper 9
40th Anniversary Celebration 10
Employee Recognition & Awards 12
State Level Involvement 14
Community Involvement 15
Operations 16
Urban Search and Rescue 18
Special Operations 19
Medical Services 20
EMS Call Statistics for FY 2025 21
Blood Product Transfusion Program 22
Life-Saving Innovations 23
Mobile Integrated Healthcare 24
New Apparatus 25
Vehicle Accidents 26
Fires 27
Training & Safety 28
Training Facility 29
Emergency Management 30
Hurricane Milton Tornadoes 31
Community Risk Reduction 32
Fire & Life Safety Inspections FY 2025 36
Support Services 37
Administrative & Professional Services 38
Wellness & Engagement 40
Public Information & Media Services 41
Communications & Strategic Initiatives 42
Planning & GIS - Finance 44
ITS- Honor Guard and Pipes & Drums 45
Cadets & Reserves 46
Pet & Animal Saves 47

MISSION

We are committed to providing safe and secure communities by mitigating all hazards through excellence in public service.

VISION

Excellence Today. Improving Tomorrow.

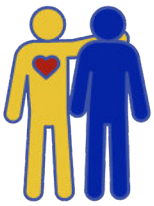
CORE VALUES:

INTEGRITY

Possessing a strong moral character to be trusted to do the right thing even when no one is watching.

UNITY

Recognizing the value that inclusivity holds and how it produces effective teamwork through the coming together as one.



COMPASSION

The will and action of helping others with empathy, dignity, and understanding.

ACCOUNTABILITY

The obligation to account for your actions, accept responsibility, and operate with transparency.

DEDICATION

A continuous commitment to exceptional service to the community and each other.

MESSAGE FROM THE FIRE CHIEF

It is a profound honor to serve as the Fire Chief of Palm Beach County Fire Rescue (PBCFR) and to stand alongside the extraordinary men and women who answer our community's call for help every day. Their professionalism, courage, and commitment to service were on full display as residents faced a significant natural disaster. Palm Beach County experienced its first EF3 tornado in more than 50 years, carving a 21-mile path of destruction through communities from Wellington to Loxahatchee and Jupiter Farms. The unexpected storm leveled homes, overturned vehicles, and left numerous residents trapped amid the debris. In just a matter of hours, our dispatch center was inundated with several hundred 911 calls for help. Dozens of PBCFR units were immediately deployed to the hardest-hit areas, working tirelessly to locate survivors, conduct rescues, and stabilize devastated neighborhoods. As a regional, resource-rich fire department, we were able to execute a large-scale disaster response while continuing to protect every community within our system.

The very next morning, we deployed the county's only Urban Search and Rescue (USAR) Team back to the severely affected areas to continue searches and damage assessments – something we would not have been able to do just the year before. In 2024, our USAR Team was officially recognized by the Florida Division of Emergency Management as a Type 3 team. This signifies our readiness to apply advanced skills in structural collapse rescue, trench and rope operations, K9 search, and specialized medical and engineering support for disaster areas. We also achieved the highest national level possible, a Type 1 designation, for our Swiftwater Team, a water specialty unit. Proof again that PBCFR is prepared for anything and everything.

PBCFR became the first agency in Palm Beach County to integrate plasma transfusions into our Whole Blood Program, placing us among a small number of elite emergency service agencies nationwide capable of delivering this advanced level of prehospital care. Research indicates that plasma administration may help initiate critical reparative processes in patients with traumatic brain injuries and severe burns, further enhancing patient outcomes. These innovative treatments have driven PBCFR to assume a national leadership role, sharing best practices, advancing clinical knowledge, and helping shape the future of prehospital trauma care.

In early 2025, we broke ground on Station 92, our 52nd fire station, which will enhance emergency response for over 17,000 residents in the western Lake Worth area and beyond. When the station opens, it will add to our existing 51 strategically located fire stations across Palm Beach County as we commit to growing efficiently. One million people across Palm Beach County depend on us to provide the highest level of emergency services because we can allocate resources where they are needed most. We also ensure that all our personnel are trained to the highest level of industry standards, with consistency in equipment, protocols, and communications.

We launched a pilot program to evaluate Applied Information's Glance®, an emergency vehicle traffic preemption system designed to improve response times by intelligently managing traffic signals at high-volume intersections. This initiative reflects our continued commitment to lowering response times and enhancing the safety of both our responders and the community we serve, ensuring help arrives faster when seconds matter most.

As PBCFR marked its 40th Anniversary in October 2024, we reflected on Chief Herman W. Brice's vision to transform a fragmented system of ten fire taxing districts into one unified, trusted agency. His goal was to build strength, efficiency, and reliability in emergency response for the communities we serve. Forty years later, that vision lives on. Our strength lies not only in our capabilities, but in the promise we keep to our community: to protect, to respond, and to deliver when lives are on the line.

Patrick J. Kennedy
Fire Chief

MESSAGE FROM THE DISTRICT CHIEF

AMANDA VOMERO

Dear Westlake Community,

I began my career with Palm Beach County Fire Rescue 25 years ago, driven by a genuine passion for helping others and a belief that the dynamic, high-energy nature of the fire service was the right fit for me. Throughout my career, that commitment has remained constant. The safety, well-being, and trust of the communities we serve continue to be my top priority.

If you have any questions, concerns, or would like additional information regarding Palm Beach County Fire Rescue, please do not hesitate to reach out.

PATIENT SATISFACTION SURVEY

PBCFR is committed to delivering the highest quality patient care to the communities it serves. In May 2022, PBCFR initiated a partnership with Baldrige Group to survey patients as part of a customer service initiative. Since then, PBCFR has consistently achieved outstanding patient satisfaction scores. In ***FY 2025, 100%*** of the ***11*** patients surveyed in the ***City of Westlake*** expressed overall satisfaction with the services provided by PBCFR.

"They were very sweet and so helpful. He was describing everything he was doing, and his energy was great. I felt so calm with him. I have been in ambulances before, but nothing compares to this."

"They were just very compassionate and concerned for my wellbeing. I am older and they treat me very gingerly. They've come before and I'm very lucky in that I've always had a good experience when they do."

"Your crew are angels! I would score you an 11+, but since I can only do a ten I'll have to say a ten."

100%
Overall Satisfaction

Patients said they would tell friends and family about the positive experience they had with PBCFR.
100 %

Patients said they were 'Satisfied' or 'Very Satisfied' with the 911 Center's ability to confirm their location and nature of their problem.
100 %

Patients were 'Satisfied' or 'Very Satisfied' with the Dispatcher's instructions regarding their emergency.
100 %

Patients told us they were 'Satisfied' or 'Very Satisfied' with the prompt arrival of PBCFR firefighters and paramedics.
100 %

The professionalism of PBCFR firefighters and paramedics left patients feeling 'Satisfied' or 'Very Satisfied' with the care they received.
100 %

Patients felt 'Satisfied' or 'Very Satisfied' with the level of compassion shown to them and their families by PBCFR firefighters and paramedics.
100 %

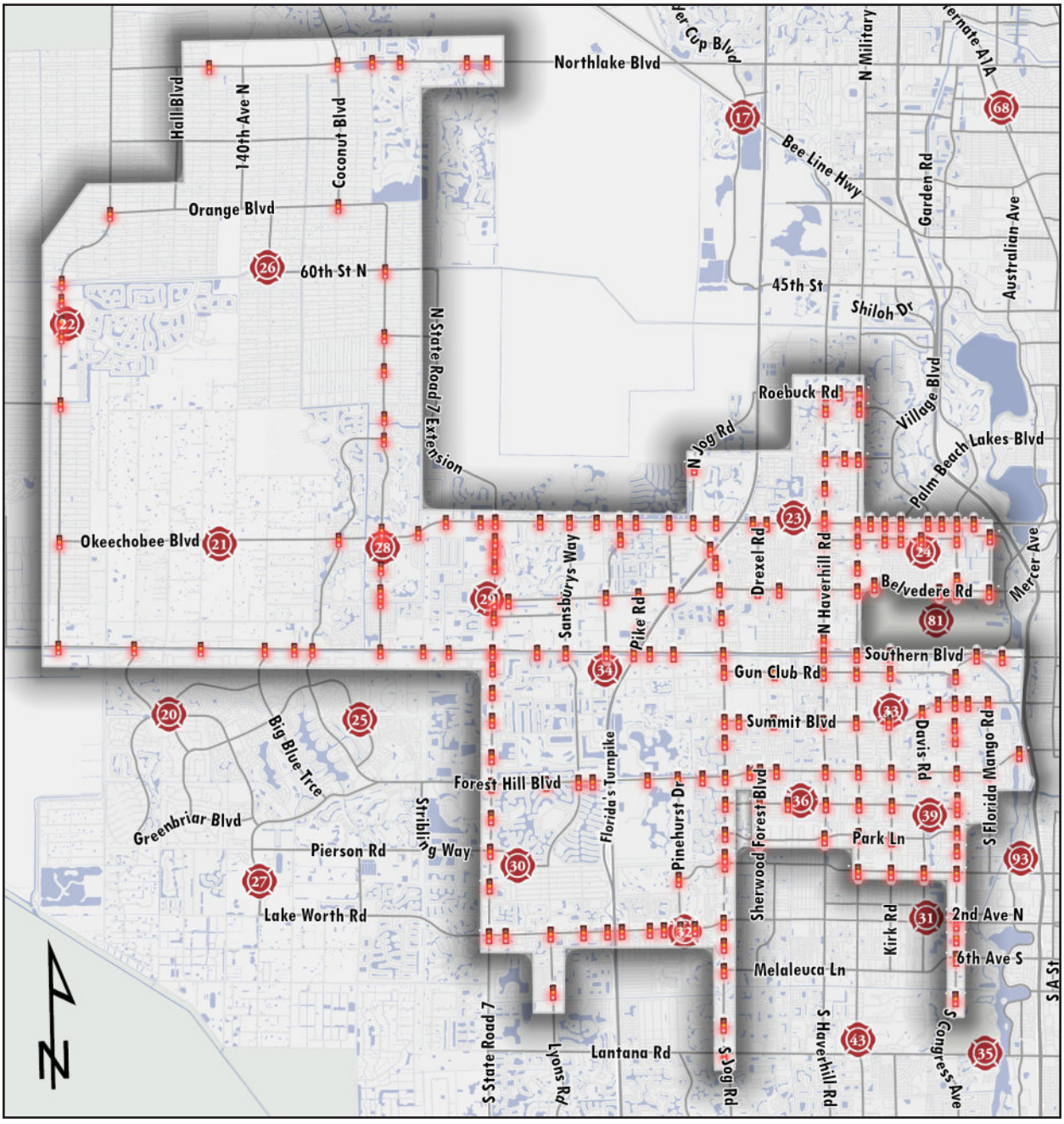
Patients said they were 'Satisfied' or 'Very Satisfied' with the paramedics' explanation of any procedures they performed.
100 %

Patients reported they were 'Satisfied' or 'Very Satisfied' with the paramedics' attempts to treat their condition.
100 %

WESTLAKE SERVICE AREA

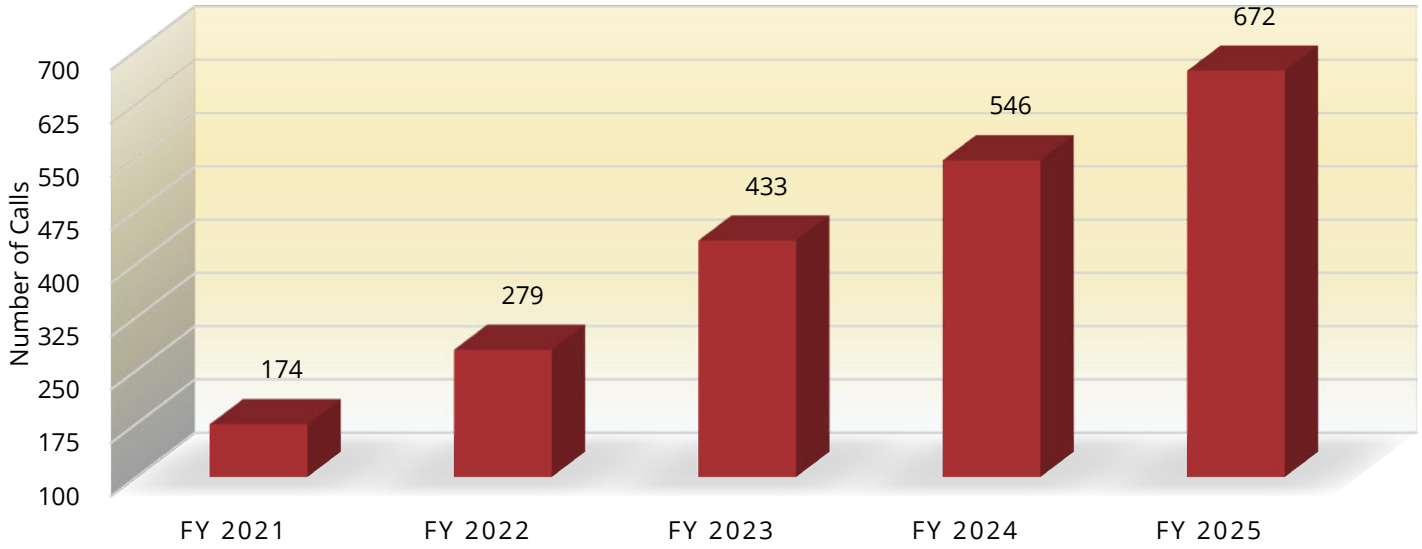
PBCFR Starts a Pilot Program for Traffic Preemption

In August 2025, PBCFR launched a pilot program to test Applied Information's Glance®, an emergency vehicle traffic preemption system. The Glance® system enhances emergency response using both cellular and radio communication to report the vehicle's GPS location, speed, direction, and basic vehicle telemetry. As a vehicle approaches an intersection, the system estimates the vehicle's time of arrival and automatically adjusts traffic signals, granting a green light to the emergency vehicle while holding conflicting traffic. Once the vehicle clears the intersection, normal signal operation resumes. The program is designed to provide faster, safer emergency responses and is a major step toward developing smart traffic infrastructure in PBC. The system was implemented to help manage increased traffic due to road closures in the Beeline/Northlake Boulevard detour area, which includes: the Acreage, Westlake, Loxahatchee Groves, and Royal Palm Beach. The program was expanded to include Battalion 10 and the surrounding areas bordered by Roebuck Road, I-95, Lake Worth Road, and State Road 7. Municipalities included in this trial are Haverhill, Cloud Lake, Glen Ridge, Lake Clarke Shores, and portions of Palm Springs and Wellington.

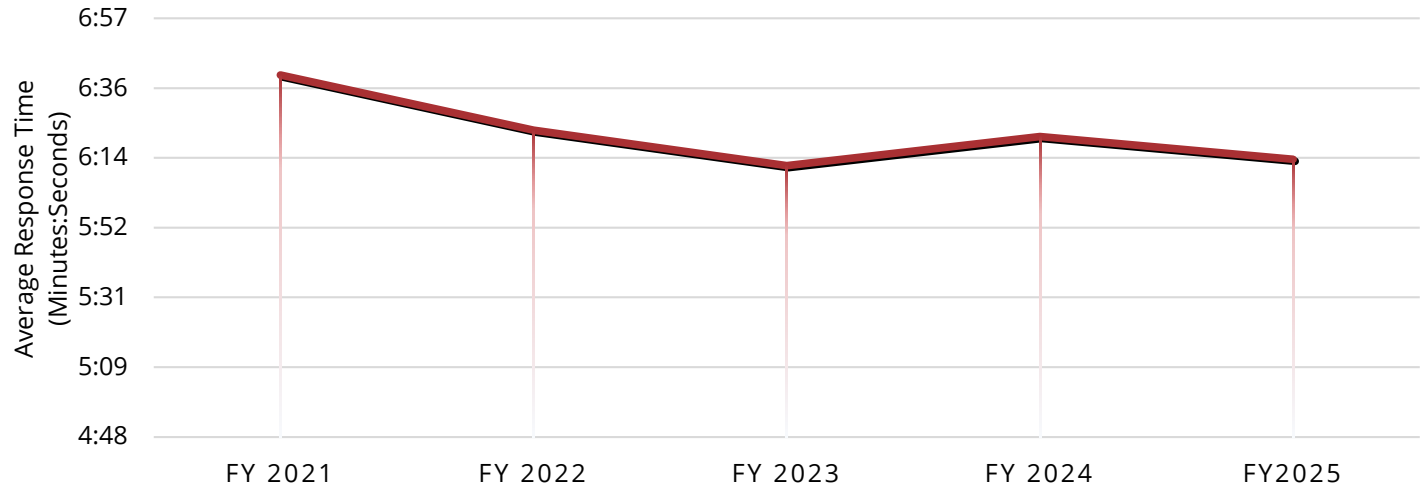


WESTLAKE FY 2025 CALL ACTIVITY

TOTAL NUMBER OF CALLS

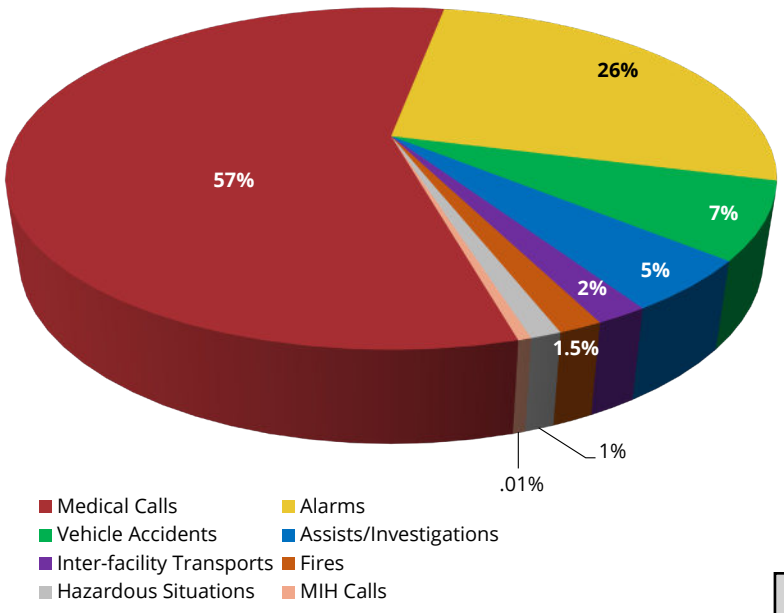


AVERAGE RESPONSE TIME



CALLS BY SITUATION DISPATCHED

SITUATION DISPATCHED	NUMBER OF INCIDENTS
Medical Calls	383
Alarms	177
Vehicle Accidents	48
Assists/Investigations	32
Inter-facility Transports	12
Fires	10
Hazardous Situations	7
MIH Calls	3
Total	**672**



STATIONS • APPARATUS • STAFFING

The City of Westlake is primarily served by Station 22. The service area is part of a regional system and is immediately backed up by surrounding stations with resources and equipment.

PRIMARY RESOURCES ASSIGNED TO THE CITY OF WESTLAKE

STATION	APPARATUS	STAFFING (number of personnel)
Station 22 16650 Town Center Parkway S. Westlake, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	EMS Captain Command (1)	1
	Battalion Chief Command (1)	1
	Tender (1)	1
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

ADDITIONAL RESOURCES IN THE SURROUNDING AREA

STATION	APPARATUS	STAFFING (number of personnel)
Station 21 14200 Okeechobee Blvd. West Palm Beach, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
	High Water Vehicle (1)	(cross-staffed with ALS Engine)
Station 26 6085 Avocado Blvd. West Palm Beach, FL 33411	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

New Emergency Response Staff

Additional Command Staff were placed at Station 22, located at 16650 Town Center Parkway South in Westlake.

- October 19, 2024 - Command Staff Battalion Chief (BC22)
- January 8, 2025 - Command Staff EMS Captain (EMS22)

STATION 22

Rescue 22

Engine 22

Tender 22

Brush 22

EMS 22

BC 22

PBCFR UNVEILS NEW PINK PUMPER

During a ceremony to mark the start of Breast Cancer Awareness Month, PBCFR unveiled a new Pink Pumper, a 2009 Sutphen, replacing the department's original 1989 Young Crusader. PBCFR's first Pink Pumper spent more than a decade traveling throughout the county in support of cancer patients and their families. Cancer survivors and families participated in a "Transfer of Memories," moving hoses, helmets, memorabilia, and the original flag from the retiring unit to the new one, and signed the new vehicle in tribute to those affected by cancer. The program is supported by IAFF Local 2928, Retired Firefighters of Palm Beach County, and the PBCFR Firefighters Attacking the Cancer Epidemic (FACE) Team.

1989 Young Crusader

New Pink Pumper

40TH ANNIVERSARY CELEBRATION

Forty years ago, Chief Herman W. Brice had a clear vision to build a strong fire department where people wanted to work that also fostered community support and public trust. That vision became a reality with the formation of PBCFR, which consolidated ten fire taxing districts into a single, cohesive agency. Since its founding, PBCFR has grown into one of the largest fire departments in Florida. It now operates 51 fire stations across the county and continues to expand.

On October 5, 2024, PBCFR celebrated its 40th anniversary with a free community event held at the Chief Herman W. Brice Fire Rescue Complex in West Palm Beach. More than 1,500 attendees enjoyed live demonstrations showcasing the skills of firefighters and paramedics. Demo highlights included rappelling from a seven-story tower, operating the "Jaws of Life," CPR presentations, and hands-on fire safety activities.

Families and kids had plenty to enjoy with fire hose spraying, scavenger hunts, PBCFR truck tours, food, and more. The event was a vibrant celebration of four decades of dedicated service and community partnersh

40th Anniversary

Inspector Award

In April 2025, Fire Inspector Cindi Campbell was presented with the 2024 Florida Fire Inspector of the Year award in Tallahassee by the Florida Fire Marshals and Inspectors Association.

Investigator Award

PBCFR Fire Investigations Supervisor, Tom Fucci, was named the 2025 Florida Fire and Explosion Investigator of the Year by the Florida Fire Marshals and Inspectors Association. Investigator Fucci has dedicated 23 years to PBCFR and currently leads a team of six Fire Investigators. His commitment to the job never wavers as he regularly responds to fire scenes on nights, weekends, and holidays.

Fire Marshal's Association of Palm Beach County Awards

PBCFR's Fire Investigations Supervisor, Tom Fucci, was recognized as the 2024 Investigator of the Year, and Fire Inspector Gary Smith as the 2024 Fire Inspector of the Year by the Fire Marshal's Association of Palm Beach County. During the ceremony, Supervisor Elyse Carhart and Lead Inspector Cindi Campbell were sworn in to the Executive Board for 2025.

Firefighter Awards Ceremony

Two awards were presented at the Chamber of Commerce of the Palm Beaches Firefighter Breakfast Awards in October 2024. The first was awarded to crews from Station 53, who received the Fire Station of the Year award. The recognition came after they saved the life of one of their own, Firefighter Nick Fuenzalida. He suffered a cardiac arrest while on duty on a run near the station. His fellow firefighters acted quickly and successfully revived him.

The second award was presented to PBCFR's Mobile Integrated Healthcare (MIH) Program, which pairs paramedics with social workers, and received the 2024 Community Service Award. The MIH Program supports patients after 911 calls by connecting them with vital community resources to improve their health and wellness.

EMS Providers of PBC Awards Ceremony

The 2025 EMS Providers of Palm Beach County Awards Ceremony was held at Wycliffe Country Club in May, where PBCFR was proud to have multiple nominees across several award categories.

Angel Figueroa, Materials Manager in Support Services, was presented with the Distinguished Service Award in recognition of his dedication behind the scenes ensuring front-line crews are consistently equipped to perform their duties. His leadership and knowledge of EMS-specific supply needs have been instrumental in maintaining inventory control, preventing shortages, and supporting seamless daily operations at the stations Lieutenant Jason Frisbie was honored with the 2025 Paramedic of the Year Award. He maintains strong professional partnerships with emergency room staff, demonstrates a proactive leadership role on every call, and consistently receives outstanding feedback from patients.

Firefighter Cancer Initiative Catalyst Award

PBCFR District Chiefs Bob Kropa and Neal Niemczyk, along with retired Division Chief Vicki Sheppard and retired Battalion Chief Sam Eaton, received the Catalyst Award at the 2025 International Fire Service Cancer Symposium. Presented by the University of Miami's (UM) Sylvester Comprehensive Cancer Center's Firefighter Cancer Initiative, the award recognizes those who have made significant contributions to reducing cancer risk within the fire service. An initial request by PBCFR's FACE Team led to UM's research into firefighter cancer risks.

State Fire Marshal Visits PBCFR

Florida State Fire Marshal and Chief Financial Officer Jimmy Patronis visited PBCFR's Headquarters (HQ) for a close look at the equipment used by PBCFR's Urban Search and Rescue (USAR) Team. The equipment proved invaluable during search and rescue efforts following Hurricane Milton's tornado outbreak in PBC and on the west coast of Florida in the wake of Hurricane Helene. While at HQ, Patronis also toured the Firefighter Recruit Academy, where he observed recruits practicing with saws on hurricane-impact glass. Senator Gayle Harrell, Representative Mike Caruso, County Commissioners Michael Barnett and Sara Baxter, and County Administrator Verdenia Baker also attended.

Governor DeSantis Signs House Bill 929

On June 5, 2025, Governor Ron DeSantis signed legislation that enhances health and safety protections for Florida's firefighters. House Bill 929 updates the Florida Firefighters Occupational Safety and Health Act by expanding its coverage to include not only physical hazards but also occupational illnesses and mental health challenges commonly encountered on the job. The new measures introduce comprehensive standards to limit exposure to toxic substances, address mental health concerns, and limit firefighter shifts to 42 hours per week to reduce burnout. With these updates, the legislation aims to improve working conditions and expand mental health support for Florida's firefighting professionals.

Fire Service Day in Tallahassee

Employees from PBCFR and PBC Officers from IAFF Local 2928 attended the second annual Fire Service Day at the Capitol. Many elected officials, including Representative Mike Caruso, Senator Gayle Harrell, and Representative Danny Alvarez, visited the PBCFR booth showcasing the exciting initiatives happening at PBCFR.

Florida's 2025 Legislative Session

Representatives from the Board of County Commissioners (BCC), the County Administrator's Office, PBCFR Executive Staff, and IAFF Local 2928 met with state officials at the start of the legislative session to discuss key community priorities and advocate for critical needs. The visit aimed to strengthen partnerships and support initiatives that benefit PBC residents and visitors.

Celebrating the 4th

PBCFR crews stationed in Westlake participated in a local Independence Day event. During the celebration, crews spent time with residents and connected with the communities they serve.

City of Westlake Hosts League of Cities Luncheon

Mayor JP O'Connor invited PBCFRs Fire Chief, Patrick Kennedy, District Chief Amanda Vomero, and the crew fom Station 22 to attend the League of Cities Luncheon.

The Operations Division is responsible for providing emergency services to the community. Operations is the largest division of PBCFR and is divided geographically into nine Battalions. PBCFR operates 51 fire stations throughout the county, with a minimum daily staffing of 352 personnel on duty at all times. PBCFR is an "all-hazards" department capable of responding to everything from a minor medical call to a regional natural disaster. All personnel are cross-trained in firefighting and EMS, ensuring efficient fire suppression delivery, technical rescue, vehicle extrication, and emergency medical care.

Special Operations

PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, which respond to emergencies county-wide. Special Operations technicians receive continual training to maintain readiness in disciplines including:

- Hazardous Materials Response
- High Angle Rescue
- Confined Space and Technical Rescue
- Trench Rescue
- Dark Water Dive Rescue
- Large Animal Rescue
- Advanced Automobile Extrication
- Structural Collapse Rescue
- Explosive Ordnance Disposal (with PBSO)
- Toxicology and WMD Antidote Medications (Special Ops Only)

Aircraft Rescue & Firefighting

PBCFR provides Aircraft Rescue and Firefighting (ARFF) and EMS services for Palm Beach International Airport (PBIA) from Station 81. PBIA's number of passengers was over 8.5 million during the past fiscal year. The crews at Station 81 are trained for emergencies in the airport terminals, airfield, and both commercial and general aviation aircraft. This station is equipped with four specialized vehicles, also known as "Crash Trucks" or "Dragons," capable of delivering high volumes of water and foam in an emergency landing of an aircraft.

Personal Rescue Watercraft

Four Personal Rescue Watercrafts (PRWCs) are available to assist land-based crews during incidents such as drownings and other open water emergencies, many of which occur along the beach in PBC. These units are strategically positioned at two of PBC's busiest inlets, with two PRWCs assigned to Station 18 near the Jupiter Inlet and two at Station 37 near the Boynton Beach Inlet. PBCFR provides rigorous training to develop personnel into proficient PRWC operators and highly skilled rescue swimmers.

Trauma Hawk – Air Rescue

PBCFR paramedics and flight nurses rapidly transport critically ill and injured patients from the scene of an incident or from one facility to another to reduce travel time and increase survival rates. Critical patients may be transported by one of two Trauma Hawk helicopters. The two Trauma Hawk helicopters are owned and operated by the Health Care District of Palm Beach County. PBC is home to two Level 1 Trauma Centers located at Delray Medical Center and St. Mary's Medical Center. A Level 1 Trauma Center is capable of providing total care for every aspect of injury - from prevention through rehabilitation.

Drone Program

PBCFR's Drone Program enhances the effectiveness of emergency response efforts by providing real-time aerial views (to include thermal imaging) and a secure live video feed to execute quick, informed decisions. Drones assist in hazmat incidents, search and rescue missions, canal vehicle recoveries, fires, aviation emergencies, train derailments, open water incidents, and post-hurricane damage assessments.

URBAN SEARCH AND RESCUE

The Urban Search and Rescue (USAR) team is a highly specialized unit trained to respond to a wide range of complex emergencies such as: structural collapses, water rescues, trench and rope operations, vehicle and machinery extrications, and confined space rescues. Within the team is a dedicated Swiftwater unit, staffed by expert personnel equipped with boats capable of operating in fast-moving, debris-filled waters. These capabilities allow the team to conduct lifesaving missions during severe weather events, floods, building failures, and other critical incidents across PBC.

In August 2025, the Florida Division of Emergency Management (FDEM) assessed PBCFR's USAR team on readiness, operational depth, documentation accuracy, and alignment with national standards. The USAR team received a Type 3 designation, recognizing its regional capabilities in collapse rescue, rope and trench operations, K9 search, and support from medical doctors and structural engineers.

The Swiftwater unit achieved a Type 1 designation, the highest level typically deployed nationwide. This designation reflects the unit's advanced medical certifications, technical rope rescue proficiency, and capacity to conduct and coordinate complex operations using specialized resources, such as helicopters. To maintain these standards, the team has formal agreements in place ensuring access to necessary professional disciplines and meeting state requirements for mobilization and sustained operations. The teams train regularly with county and regional partners, integrate with emergency operations, and maintain equipment inventory for rapid, sustained deployment.

SPECIAL OPERATIONS

PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, that respond to emergencies throughout Palm Beach County. Special Operations technicians receive continual training to maintain readiness in several specialized disciplines.

Hazardous Materials Response

PBCFR's two HAZMAT Teams are skilled in the detection and mitigation of chemical, biological, radiological, nuclear, explosive (CBRNE) emergencies and accidental releases. The HAZMAT Teams acquire expertise and complete training that exceeds the National Fire Protection Association (NFPA), FEMA, and the State Specialized Emergency Response Program's standards. PBCFR maintains high levels of safety on HAZMAT incidents by utilizing up-to-date equipment and training.

Dark Water Dive Rescue

PBCFR maintains four dive teams skilled in underwater rescue, capable of responding during extreme conditions such as zero visibility and night dives. Dive teams are equipped with dry suits and advanced communication systems to facilitate quick and safe rescues. PBCFR divers are trained to the highest nationally recognized levels and capable of deploying quickly underwater within minutes.

Explosive Ordnance Disposal (EOD)

PBCFR works closely with the Palm Beach Sheriff's Office (PBSO) EOD (Bomb Squad) to mitigate potentially explosive or unknown package emergencies. Several of PBCFR's Special Operations teams deploy along with EOD to provide EMS, detection and research of unknown substances. A Rapid Intervention team is also deployed to rescue Bomb Squad technicians if necessary.

Large Animal Rescue

PBCFR's Special Operations teams are capable of rescuing animals of any size, including horses, large dogs, and farm animals. With the proper equipment and training, PBCFR's Special Operations teams can rescue animals from water bodies, mud, or other situations. They can also initiate necessary medical treatment until a veterinarian arrives.

Technical Rescue

PBCFR's two Technical Rescue Teams (TRT) are comprised of 80 members, highly-skilled in response to major vehicle accidents, high angle rescue with rope equipment, confined space rescue, structural collapse, and trench rescue. Each member has achieved the designation of "Rescue Specialist" by completing rigorous training required by Florida's State Fire Marshal's Office. Additionally, PBCFR's TRT has completed necessary training and equipment acquisition to meet the standards to qualify as a State Urban Search and Rescue (US&R) team. US&R Teams can be deployed throughout the state of Florida to assist in mitigation of all types of disasters, such as building collapses and hurricanes.

MEDICAL SERVICES

The Medical Services Division oversees all medical care, emergency medical training, and Mobile Integrated Healthcare (MIH) services for PBCFR. The Division ensures personnel are trained and prepared to provide exceptional prehospital care and treatment. PBCFR responds to all emergency incidents, ranging from medical calls to traumatic injuries. The Division collaborates with healthcare experts at the local, state, and national levels to develop innovative, evidence-based medical protocols. Continuous research and evaluation of new medical equipment allow the Division to implement protocols and procedures that enhance patient care.

Medical Directors

To ensure the highest level of care, PBCFR has a team of nine Medical Directors who actively participate in training, continuing education, and the advancement of PBCFR's Paramedics and Emergency Medical Technicians (EMTs). These experienced professionals work alongside paramedics and EMTs, responding to emergency calls in the field on a weekly basis. By incorporating research-validated practices, their expertise contributes to maintaining exceptional standards in prehospital patient care.

Mission: Lifeline® EMS Recognition

PBCFR has received the American Heart Association's Mission: Lifeline® EMS Gold level achievement award two years in a row, for its commitment to offering rapid and research-based care to people experiencing the most severe form of heart attacks and strokes.

WESTLAKE EMS CALL STATISTICS FY 25

7
Trauma Alerts

2
Sepsis Alerts

294
Patients Transported

2
STEMI Alerts

6
Stroke Alerts

Specific incidences involving strokes, heart attacks, septic shock, or trauma are categorized as "Alerts." A unique criterion defines and classifies different alert types. When a patient meets alert criteria, trained personnel rapidly treat and expedite transport. While in transit, the receiving emergency care facility is notified of an alert via radio; this allows emergency care providers to prepare for receiving a critical patient.

- ***Trauma Alert*** - Rapid recognition and notification of severe, potentially life-threatening traumatic injury.
- ***STEMI Alert*** - Specific criteria indicate a patient suffering from a heart attack or STEMI (ST-Elevation Myocardial Infarction).
- ***Sepsis Alert*** - Signs and symptoms identified consistent with septic shock, a life-threatening condition caused by a severe infection.
- ***Stroke Alert*** - Rapid onset of signs and symptoms associated with hemorrhagic strokes (brain-bleeds) and ischemic strokes (vessel occlusion in the brain) identified.

710
Cardiac Arrest Cases County-Wide

25.1%

of cardiac arrest cases County-wide regained a heartbeat

***Florida State average: 24.9%**

** Florida Department of Health*

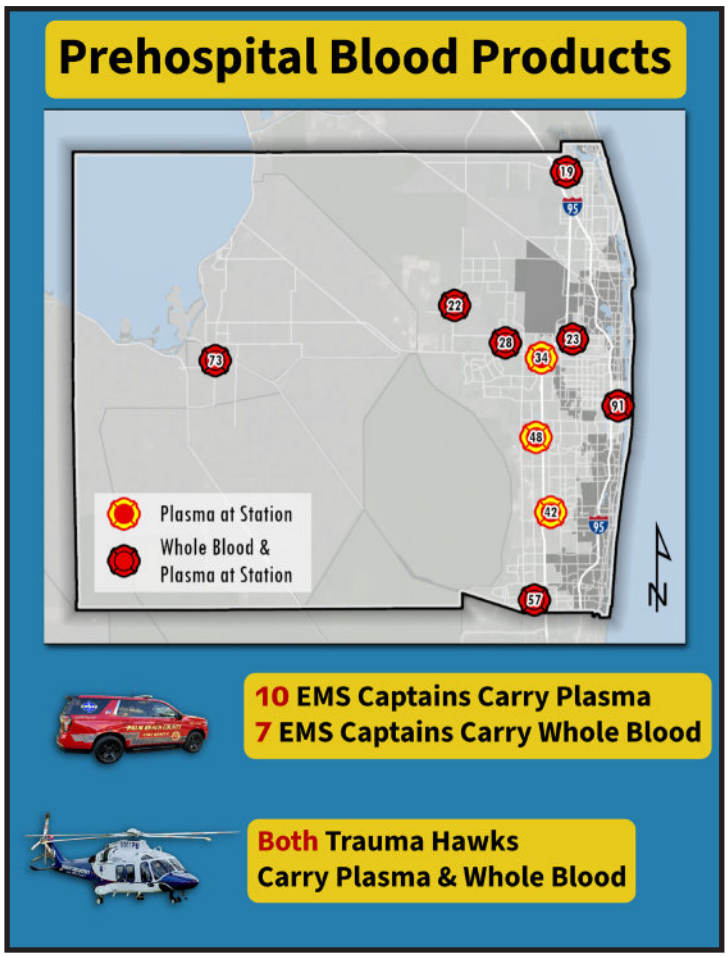
12.8%

of cardiac arrest cases County-wide were discharged from the hospital alive (91 patients)

** The Cardiac Arrest Registry to Enhance Survival (CARES) average is 9.2%*

Blood Product Transfusion Program

The Blood Product Transfusion Program was established to enhance survival rates of patients experiencing severe bleeding. The program launched with whole blood transfusions in July 2022, marking a significant advancement in prehospital care. In December 2024, PBCFR expanded the program by introducing field-administered plasma, becoming the first agency in PBC to do both. PBCFR remains one of the few emergency services nationwide capable of providing this advanced standard of care. Research has identified two critical actions that can improve a bleeding trauma patient's survival odds: controlling the bleeding and replacing lost blood. Enhancements to PBCFR's protocol include treating patients with tranexamic acid and calcium chloride. Both medications have been shown to reduce mortality in trauma patients. Emerging research suggests that administering plasma to patients with traumatic brain injuries may initiate the brain's reparative process, further improving patient outcomes. PBCFR's Medical Services team has actively shared best practices for whole blood transfusion nationwide, contributing to the advancement of prehospital trauma care across the country.



Inventor of the LifeFlow Device Recognizes PBCFR

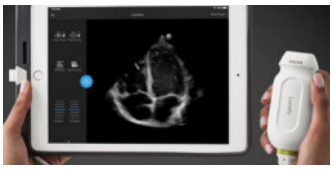
Dr. Mark Piehl, pediatric critical care physician and inventor of the LifeFlow device, recently visited the Health Care District of Palm Beach County's Trauma Hawk Aeromedical Hangar to recognize several members of PBCFR for their adoption of his innovative technology. The LifeFlow device is a hand-operated system designed to deliver a unit of whole blood in approximately two minutes, three times faster than traditional methods. Dr. Piehl presented PBCFR personnel with challenge coins and a letter of recognition honoring their efforts to improve patient care.

LIFE-SAVING INNOVATIONS

Lucas 3

The LUCAS 3 is a mechanical chest compression device that assists in delivering high quality, guideline-consistent chest compressions to sudden cardiac arrest patients. The device was designed for use in the field, en route, and in a hospital. PBCFR has prioritized equipping all engines and rescues with a LUCAS 3 device.

Ultrasound



The ultrasound device is a solution that supports high-resolution imaging of the abdomen, cardiac function, lungs, OB/GYN function, and focused assessment with sonography in trauma. All PBCFR EMS Captain vehicles carry an ultrasound device, which is compatible with smart mobile devices.

GlideScope Go 2

Now standard on all PBCFR Rescues and EMS Captain vehicles, the GlideScope Go 2 ensures high-resolution airway visibility in any environment. This portable video laryngoscope improves airway management and first-attempt success when establishing an emergency airway. It features an intuitive interface, anti-fog technology, dynamic light control, and ambient light reduction for clear airway views. Integrated tools support continuous quality performance by identifying areas for improvement.

Kosmos Mobile AI-Driven Ultrasound

The Kosmos Mobile is a portable ultrasound built for critical care settings, offering multi-organ, lung, abdominal, and cardiac scans at the point of care. Advanced Artificial Intelligence (AI) enhances cardiac imaging, labels anatomy, identifies views, and auto-calculates key measurements, helping EMS Captains quickly diagnose and treat critical patients.

Hamilton T1 Ventilator

The Hamilton T1 is a full-featured Intensive Care Unit (ICU) ventilator for use in and out of the hospital. It can ventilate patients ranging from newborns to adults and provides visualization of lung mechanics, as well as monitoring the patient's ventilator dependence. Using Adaptive Support Ventilation it automatically adjusts to each patient's needs in real time, allowing EMS Captains to deliver safer, more personalized care.

Medications:

- Esmolol - used to treat refractory ventricular heart rhythms when a patient is in cardiac arrest
- Rocuronium - a paralytic used to facilitate intubation in a critically ill patient
- Cyanokit - used to treat suspected cyanide poisoning secondary to fires in enclosed spaces
- Nitroglycerin Infusion - used to treat acute heart failure with hypertension
- Antibiotics - used to treat sepsis and open fractures on-scene to increase patient survivability
- Whole blood - used to improve the survival rate of bleeding patients
- Plasma – used for traumatic brain injuries, stabilizes blood pressure, supports clotting, and can promote early brain tissue repair

Procedures:

- Finger Thoracostomy - used in an emergency setting to decompress a suspected tension pneumothorax or hemothorax
- Double Sequential External Defibrillation - used to treat refractory ventricular heart rhythms not responding to traditional electrical therapy
- Delayed Sequence Intubation - designed to slow down the traditional intubation process to prioritize oxygenation and blood pressure stabilization ensuring a safe and secure airway
- Distal Femur Intraosseous Access Site - primarily used to administer medications to pediatric patients in cardiac arrest

MOBILE INTEGRATED HEALTHCARE

PBCFR's MIH program enhances the EMS approach by assisting patients with social services and medical needs after their 911 call. The MIH team consists of paramedics and medical social workers who support patients and families by empowering them with the proper means to improve their health and wellness. MIH programs include:

High Frequency Utilizer & Chronic Disease Management

Ensures patients receive the care and resources needed to reduce reliance on EMS and enhance their safety, wellness, and quality of life. It provides care coordination, health education, and disease management strategies to patients who live with chronic diseases while supporting them in adjusting to their health issues.

Addiction

Patients who have recently experienced an addiction-related 911 call and are living with an alcohol or substance use disorder are offered education and connections to either harm-reduction or recovery programs.

Pregnancy Outreach

Connects pregnant teens and women to prenatal care and pregnancy/childbirth resources.

Cardiac Arrest Survivor Outreach

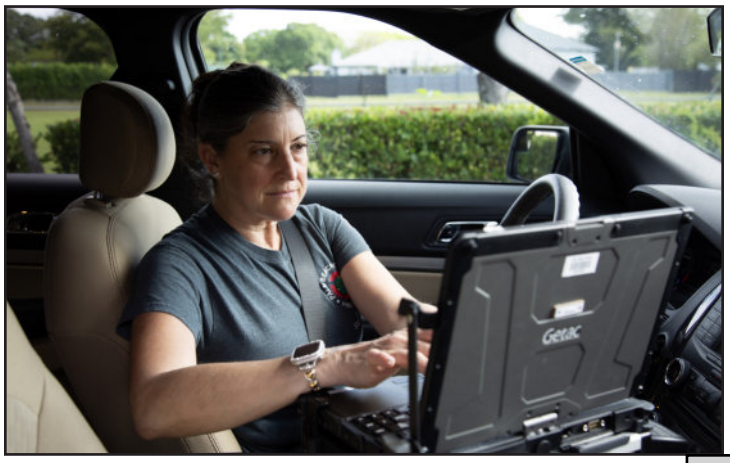
Provides cardiac arrest survivors and their families with emotional support and other resources. Patients are also provided an opportunity to reunite with the EMS crew who cared for them.

Pediatric and Adult Grief Support

Connects families to grief support and other resources after a loss.

Fall Intervention Program

This program allows patients who are already experiencing falls to increase their independence and safety by reducing the risk of future falls and traumatic injury or death. MIH members reach out to patients within 24 hours of a fall to provide immediate fall intervention support and can facilitate a home visit if needed. The MIH team provides fall prevention resources and education to patients, and those seen in their home receive a fall prevention kit, including grip socks, to promote safety. The fall intervention program is active in PBCFR service areas experiencing the highest number of fall calls.



PBCFR Launches Mobile Bunker Gear Exchange Program

In 2024 PBCFR started a pilot program to introduce an innovative Mobile Bunker Gear Exchange Program designed to streamline the replacement of contaminated firefighting gear following fire exposures. This state-of-the-art mobile unit is stocked with a full inventory of bunker gear and accessories, allowing firefighters to exchange contaminated equipment on-site, whether at fire stations or emergency scenes. The program minimizes downtime and ensures personnel have access to safe, clean, and fully functional gear without disrupting operational readiness. By reducing firefighters' exposure to harmful contaminants and accelerating gear replacement, PBCFR reinforces its strong commitment to the health, safety, and wellness of its operational personnel.

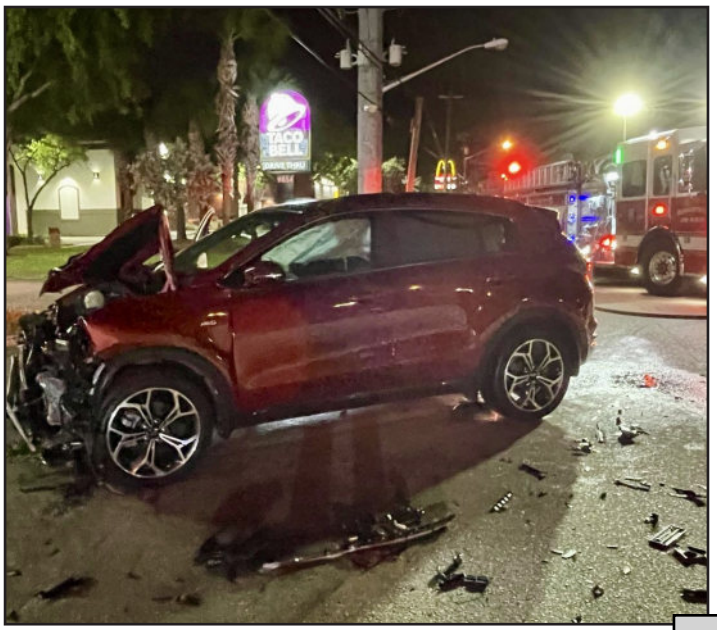
Advanced Life Support and Technical Rescue Squads

In 2025, PBCFR enhanced its service delivery by adding two new Advanced Life Support (ALS) Technical Rescue Team (TRT) Squad vehicles. These units were strategically placed at Stations 44 and 73 to serve their surrounding communities. These new squads significantly expand PBCFR's technical rescue capabilities. In addition to primary fire suppression and advanced life support functions, the ALS/TRT Squads are equipped to perform vehicle, machinery, and high-angle rescues, as well as dark water and dive operations. These units also provide critical support during confined space, structural collapse, and trench rescue incidents.

VEHICLE ACCIDENTS

PBCFR responded to 48 vehicle accidents within the City of Westlake during FY 2025, seven percent of the total calls dispatched. Accidents that occur on interstates and highways are often more severe than those that occur on roads with lower speed limits and require additional units to respond. They require an additional engine to protect first responders by blocking traffic and many require extrication equipment. Vehicle extrication is the process of removing a vehicle from around a person who has been involved in a motor vehicle collision when conventional means of exit are impossible or inadvisable. Extrication must be approached delicately to minimize injury to the victim. PBCFR equips every engine and aerial truck with the hydraulic rescue tools required to safely extricate patients.

Several unique hydraulic rescue tools are often collectively referred to as the “Jaws of Life." Each tool is designed to complete a specific function such as spreading, cutting, pushing, pulling, lifting, or stabilizing. Hydraulic rescue tools use pressurized fluid for high-power operation, force that enables them to manipulate the durable engineered metal alloys vehicles are built with. Stabilization equipment keeps heavy vehicles from moving and rolling. PBCFR’s pneumatic stabilizing struts can support over 20,000 pounds each and lift up to 10 tons.



FIRES

During FY 2025, PBCFR dispatched crews to 10 fires in the City of Westlake. This includes structure fires, vehicle or boat fires, brush fires, and trash fires. Structure fires are located inside a building and can be categorized as high-rise, commercial, apartment, or residential. These types of fires have the most potential to threaten life safety and can result in significant property loss. PBCFR is prepared to respond to each type of structure fire call with adequate personnel and equipment to mitigate damage as quickly as possible. Therefore, a working structure fire receives a minimum of ten units and 25 personnel.

PBCFR enforces strict adherence to the NFPA 1 and 101 fire prevention code and use of smoke detectors, minimizing human casualties and property loss. PBCFR also administers an outreach program that offers smoke detector installation in homes of those who are unable due to physical or monetary needs.

PBCFR WORKING STRUCTURE FIRE RESPONSE	
UNITS DISPATCHED	**NUMBER OF PERSONNEL**
3 ALS Engines	9
3 ALS Rescues	9
1 ALS Aerial	4
1 EMS Captain	1
1 Battalion Chief	1
1 District Chief	1
10 Total Units	**25**

TRAINING & SAFETY

The Training & Safety Division offers year-round instructional opportunities to support the professional development of PBCFR operational personnel. This includes training for new hires in the Recruit Academy, compliance with state and national training standards, and ongoing or specialized instruction. The Division also ensures operational staff maintain their required technical certifications. Various classes are conducted at fire stations and at the department's headquarters, located at the Chief Herman W. Brice Fire Rescue Complex in West Palm Beach. Additionally, safety alerts and online training modules are regularly distributed to keep personnel informed with timely and essential updates. This Division also processes requests from operational personnel who wish to pursue higher education at local colleges and state universities.

Training Classes Offered

- National Fire Protection Association (NFPA) 1/101 Update
- Incident Command Systems for Expanding Incidents
- All-Hazards Incident Management
- Special Operations Candidate School
- Statewide Emergency Response Plan
- Advanced Cardiac Life Support and CPR
- Pediatric Advanced Life Support
- Tactical Emergency Casualty Care
- Florida Urban Search & Rescue
  - · Structural Collapse
  - · Confined Space
  - · Trench
  - · Rope Rescue
  - · Vehicle Machinery Rescue
- Florida Fire Inspector Series I
- Live Fire Training Instructor
- Florida Fire Officer Series I
- Florida Fire Officer Series II
- FEMA Strike Team Leader
- Search Culture
- Ocean Rescue Ops
- LP Gas Emergencies
- Electric Vehicle Training
- Elevator Emergencies
- Driver Candidate School
  - · Refresher Driver School
  - · Emergency Vehicle
- Aerial Operations
  - · 100' Aerial Program
- Dive Rescue
  - · Open Water Dive
  - · Advanced Water Dive
  - · Emergency Response Diver

TRAINING FACILITY

Training Tower

PBCFR's Training complex, located at the Chief Herman W. Brice Fire Rescue Complex sits on 56 acres of land. The Administration building in the Complex consists of offices, classrooms, and a video production studio. The training area includes a seven-story high-rise tower, burn building, fire behavior/flashover training prop, a liquid petroleum gas field, roof prop for vertical ventilation, forcible entry, impact window prop, emergency vehicle operating course, enclosed SCBA confidence course, Florida USAR training course, VMR/extrication pit, medical simulation lab, and more.

Vertical Ventilation Prop

Burn Building

The Emergency Management (EM) Division is committed to reducing vulnerability to hazards and minimizing the impact of disasters through preparation, response, and recovery. The EM Division participates in various committees, teams, and work groups at local, state, and federal levels to support Homeland Security and a safer PBC.

The EM Division develops and modifies response plans for the following:

- Severe Weather Events
- Civil Disturbances
- Command Team Activations
- Continuity of Operations Plans
- Incident Action Plans (IAP)
- Comprehensive Emergency Management Plans
- Disaster Deployment Policy & Procedure
- Presidential Motorcade & Dignitary Detail IAPs
- Security Plans during Presidential Elections

PBCFR's EM Division works closely with PBC Directors of Public Safety, County Emergency Management, and the Palm Beach Regional Fusion Center to coordinate strategic intelligence and strengthen interagency collaboration.

Emergency Services Branch

Emergency Support Function (ESF) annexes were mandated by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and outline the roles, responsibilities, and procedures for coordinating federal, state, and local agencies during presidentially declared emergencies or disasters. When the PBC Emergency Operations Center (EOC) is activated, the EM Division assumes leadership and oversight of ESF annexes for firefighting and search and rescue. Support and coordination are also offered to law enforcement. Unit leaders serve as liaisons between the EOC and field operations to support and coordinate public safety, shelters, healthcare, EMS, and other operational sectors to ensure a unified and effective emergency response.

Disaster Deployment Assistance

The Emergency Management Coordinator ensures disaster deployment readiness by maintaining accurate rosters, confirming training compliance, and preparing personnel for responses. As the host agency, PBCFR provides administrative, financial, and logistical support for the Southeast Florida Regional All-Hazards Incident Management Team (AHIMT). PBCFR also represents PBC in the Florida Statewide Emergency Response Plan, making sure that mutual aid Strike Teams are ready to respond under the Statewide Mutual Aid Agreement.

Domestic Security Preparedness

The EM Division plays a crucial role in the Southeast Florida Regional Domestic Security Task Force for Region 7. This multi-agency task force, coordinated by the Florida Department of Law Enforcement, includes representatives from fire rescue, emergency management, law enforcement, hospitals, and public health entities. PBCFR supports planning, training, and regional coordination for complex threats and high-risk events while helping to safeguard community resilience.

Training and Exercises

Emergency responses to large-scale incidents in PBC require strong unified command partnerships between law enforcement, fire rescue, and emergency management. PBCFR leads and participates in a wide range of training exercises designed to strengthen interagency command capabilities and reinforce operational readiness. Exercises include:

- EOC drills and command staff briefings
- Active Shooter/Hostile Event Response (ASHER)
- Regional Hazardous Material (HazMat) scenarios
- Tornado/severe weather response exercises

HURRICANE MILTON TORNADOES

On October 9, 2024, hours before Hurricane Milton's severe weather was expected, PBCFR responded to an EF3 tornado with estimated peak winds of 140 mph spanning nearly 20 miles throughout the department's service area. The first call for assistance came from Wellington involving ten people, including a baby, trapped inside a collapsed house. The caller told dispatchers a tornado had completely destroyed their house. Over the next hour and forty minutes, more than 120 tornado-related 911 calls were received. The incidents started in Wellington and moved northward through Loxahatchee, the Acreage, Palm Beach Gardens, and Jupiter Farms. PBCFR dispatched more than 56 units in response to these calls. The tornado outbreak resulted in seven transports, including three trauma alerts. Fortunately, no lives were lost in Palm Beach County during this historic event.

Existing Inspections

The Existing Inspections Branch conducts inspections to ensure compliance with the Florida Fire Prevention Code and any local amendments implemented by PBC.

Responsibilities:

- Conduct field inspections of new and existing occupancies
- Prepare inspection reports
- Research, apply, and enforce applicable fire codes and standards
- Investigate and resolve complaints
- Participate in Code Enforcement and Special Magistrate legal proceedings with county and municipal authorities, including preparing and providing all required documentation to support cases. Review Comprehensive Emergency Management Plans
- Conduct annual hurricane safety inspections
- Conduct field inspections for businesses, multi-family residential communities, healthcare facilities, commercial structures, etc.
- Conduct permit reviews and field inspections for special events, fireworks displays, concerts, and food trucks
- Review and enforce fire protection system requirements
- Review emergency management plans to ensure hurricane preparedness and conduct pre/post-storm assessments
- Collaborate with fire operations and the Community Risk Reduction Division initiatives

Plan Review and New Construction

The Plan Review and New Construction Branch reviews fire-related construction plans for compliance with the Florida Fire Prevention Code and inspects all construction phases to ensure code adherence. In addition, this branch determines the necessary water supply for firefighting operations and ensures access roads meet conditions necessary for firefighting apparatus.

Investigations

The Investigations Branch is responsible for determining the origin and cause of fires, as well as conducting explosion analysis. When a fire is determined to be arson, the Investigations Branch initiates a criminal investigation and presents the case to the State Attorney's Office for prosecution. All Fire Investigators are certified through the State of Florida, the International Association of Arson Investigators, and the National Association of Fire Investigators. Additionally, they are sworn law enforcement deputies and may testify in both federal and state courts, hearings, and depositions.

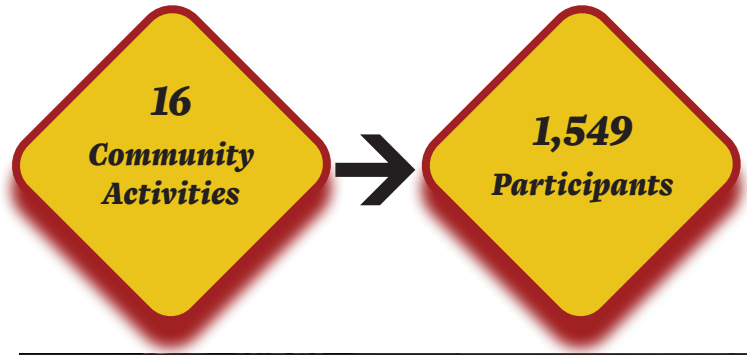
If you have any information related to an arson case, please contact Crime Stoppers of Palm Beach County at www.crimestopperspbc.com.

Community Education

The Community Education and Outreach Branch provides intervention strategies to prevent injuries and lives lost due to fire and other hazards.

Educational Courses Offered:

- Babysitter Safety: Hazards in the Home
- Basic First Aid
- Fall Prevention
- Fire Safety
- Bleeding Control: Stop the Bleed
- Carbon Monoxide (CO) Poisoning Prevention
- Fire & Emergency Evacuation Training
- Fire Extinguisher Training
- Fire Station Tours
- Hands-Only CPR and AED
- Hurricane Safety
- Injury Prevention
- Golf Cart Charging Safety
- Lithium Battery Safety



Services and Programs

Smoke and CO Alarm Installation

The program offers smoke and CO alarm installation to eligible residents. Bedside fire alarm clocks with shaker devices and smoke alarms with strobe lights are also available for individuals who have impaired hearing. For questions about eligibility and installation appointments, residents can call 561-616-7049.

CRRD, in partnership with PBCFR's Reserve Battalion and the American Red Cross South Florida Region, successfully completed the 2023–2025 FEMA Fire Prevention and Safety Grant Project. During this period, the teams installed 1,581 combination smoke/CO alarms, visited 434 homes, and reached 1,055 residents.

Child Passenger Safety

CAR SEAT HELP

PBCFR's nationally certified Child Passenger Safety Seat Technicians help caregivers properly fit and install car seats. Appointments can be scheduled using the online car seat scheduler at www.pbcfr.org. The information is available in English, Spanish, and Creole. Scan the QR Code for more information.

Youth Firesetting Prevention & Intervention

When a child is showing signs of firesetting behavior, intervention is crucial. This program consists of an intake, interview, and fire safety workshop. Participants will also receive individual and family counseling free of charge with Palm Beach County Youth Services Division. Call 561-616-7033 for more information.

Yellow Dot Program

The yellow sticker provided to vehicle owners, alerts EMS and law enforcement that a Yellow Dot form is in the glove compartment. The completed form contains personal health information to reference if a patient is unable to speak when medical attention is needed.

Vial of Life

Encourages residents to list their essential medical information on a piece of paper attached to their refrigerator. If 911 is called and the resident is unable to speak, PBCFR can reference the Vial of Life and provide informed medical attention.

"Save Our Pets" Decals

If residents are not home at the time of an emergency, the decal on the front door conveys to emergency responders the number of cats, dogs, and other animals inside the home.

Home Safety Survey

The Community Education and Outreach Branch can help assess and identify fire or slip and fall hazards in the home and offer solutions for mitigation.

Drowning Prevention Coalition

The Drowning Prevention Coalition provides complimentary services to educate the public on water safety and basic rescue techniques to reduce drowning and other water-related incidents in PBC.

Services Include:

- Land or virtual-based water safety programs tailored for daycares and Pre-K through high school-aged students in private and public schools
- Adult water safety programs for businesses, non-profit organizations, senior groups, etc.
- Educational display at health and safety fairs
- Free or reduced-cost swim lessons to underprivileged and special needs children ages 2 through 12 and their immediate caregivers

Westlake Inspection Activity Summary

EXISTING INSPECTION SERVICES	
ACTIVITY	COUNT
Re-inspect	50
Knox Box	8
Annual	8
Fireworks	3
Hurricane Status Check	2
AHJ Notification	2
Operations Notification	2
Agency Notification	2
Annual Business/Mercantile	1
Citizen Notification	1

CONSTRUCTION SERVICES	
ACTIVITY	COUNT
Plans Review	142
Fire Department Final (Complete)	40
Fire Framing (Complete)	29
Fire Sprinkler Final (Complete)	27
Fire Alarm Final	18
Fire Alarm Test (Complete)	18
Fire Sprinkler Head Relocation (Complete)	15
Fire Sprinkler Pressure Test Above (Complete)	13
Duct Detector Test	10
Fire Main Underground Pressure (Complete)	7
Hydrant Final	6
Fire Preliminary Site Inspection	6
Fire Main Underground Flush (Complete)	5
Fire Sprinkler Head Relocation (Partial)	3
Fire Main Underground Flush (Partial)	2
Other	1
Fire Suppression Test	1
Fire Pump Test	1

Your Safety. Our Priority.

Fleet Maintenance

The Fleet Maintenance team budgets, purchases, maintains, and repairs over 550 emergency fire apparatus and support vehicles, ensuring compliance with NFPA standards. Additionally, Fleet oversees the maintenance and inspection of more than 1,000 pieces of support equipment, including stretchers, extrication tools, and small generators. Operating from two locations, the primary facility features 28 bays and is centrally located in the county, while a smaller satellite shop with two bays serves the southern region. In addition to servicing PBCFR's fleet, this section also conducts maintenance on more than 40 emergency apparatus owned and operated by neighboring municipalities. The Fleet Team staffs 20 certified Emergency Vehicle Technicians (EVT), two EVT II certified Foremen, one EVT III certified Fleet Superintendent, and one ASE Master Certified Fleet Director. Each year, the team processes an average of 7,500 work orders, including approximately 800 scheduled preventive maintenance inspections. Fleet Maintenance provides 24/7 support to ensure emergency response vehicles remain ready at all times, crucial to PBCFR's daily operations.

Warehouse & Logistics

Warehouse & Logistics is comprised of three distinct sections: Medical Supplies, Firefighting Equipment/PPE, and Fixed Asset Inventory. Each section plays a vital role in supporting operational readiness and departmental efficiency.

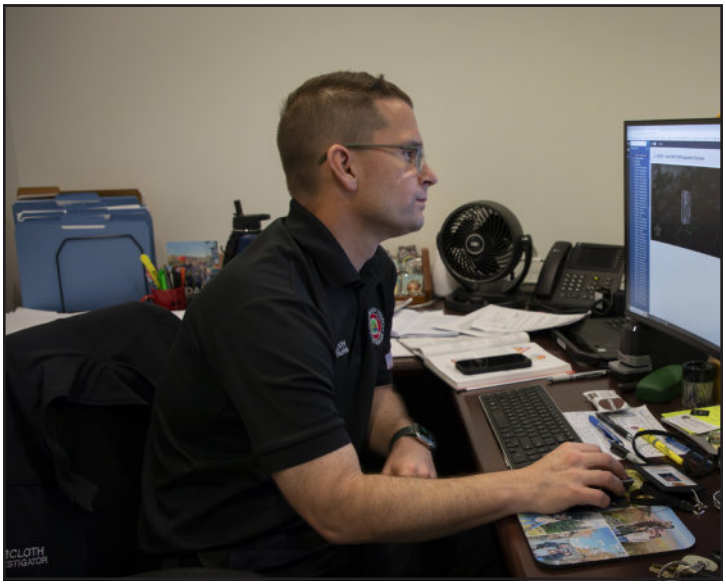
- Medical Supply Warehouse staff are responsible for procuring, managing inventory, and distributing firefighting equipment, medical supplies, pharmaceuticals, and respiratory safety equipment to all PBCFR fire stations across the county. They are also responsible for maintaining hurricane shelter kits.
- Fire Fighting Equipment/PPE Warehouse staff maintain all equipment and tools needed by Operations personnel to provide the highest level of service to the communities served. The section also provides firefighters with bunker gear while maintaining thorough records throughout the equipment's service life.
- Fixed Asset Inventory staff monitor and track over 15,000 capital items with an estimated total value of $125 million, ensuring accountability, compliance with county asset policies, and accurate reporting.

SCBA Shop

The Respiratory Protection Manager and two Specialists ensure that firefighters are equipped with essential gear, including Self-Contained Breathing Apparatus (SCBA), Self-Contained Underwater Breathing Apparatus equipment, compressed air, portable lighting, and gas detection monitors. Operational personnel undergo annual fit testing to verify the effectiveness and proper fit of three different types of respirators: an N95 mask, a half mask, and a full face SCBA mask. The SCBA shop utilizes three stations dedicated to SCBA flow testing. This section conducts preventive maintenance, inspections, and repairs on inventory, including 665 breathing apparatus, 12 stationary and mobile air compressors, 1,800 cylinders, over 1,500 masks, and over 300 gas monitors.

Facilities

The Facilities Section coordinates new construction and remodeling for PBCFR's Comprehensive Fire Station Capital Improvement Program. The Facilities Section manages construction-related responsibilities classified as large capital projects, small capital projects, or preventative maintenance. Large capital projects include new construction and major renovations. Small capital projects consist of existing minor renovations and major repairs. Facilities Technicians complete preventive maintenance and minor repairs at all PBCFR fire stations, Fire Rescue Headquarters, and the Communications Center. During FY 2025, PBCFR launched two large capital projects, the construction of Stations 49 and 92.



Administrative Services

The Administrative Services Division works closely with the PBC Human Resources (HR) Department to hire new firefighters and promote current operational employees. PBCFR employees assist HR as subject matter experts when developing content for promotional exams, providing critical insight into the operational needs of the Department. The Administrative Services Division consists of: Internal Affairs, Records & Resources Bureau, Recruitment & Retention, Payroll, Staffing, Professional Services, Wellness & Engagement, Public Information, and Media Services.

Hiring Process

Each year, PBCFR opens the application process for potential new firefighters for a two-day period. Historically, over 700 applicants have applied during this time. All applicants must meet the required certification standards to be eligible for a firefighter position.

For more information, scan the QR code

PBCFR and HR facilitate communication and coordination throughout the hiring process. Qualified candidates undergo a series of assessments, including written and practical examinations. Those who successfully pass the required tests will advance to the interview stage. Due to the abundance of candidates, interviews are conducted over five days by six panels consisting of three interviewers each.

Promotional Process

PBCFR operational employees are encouraged to advance within the organization. Upon successfully completing written and practical exams, candidates are placed on a ranked list that remains active for two years unless all employees from the list are promoted. Proactive planning is essential to ensure operational readiness and an efficient promotional process.

Internal Affairs

The Internal Affairs Section fairly and impartially investigates any internal or external concerns while following all department policies and procedures. They act as the department liaison to PBSO as well as other local, state, or federal law enforcement agencies. This section also keeps the department informed of any situational awareness issues related to fire resc

Recruitment & Retention

Recruitment & Retention oversees the hiring, promotion, and recruitment processes for a wide range of PBCFR personnel. This section has an emphasis on community outreach to promote the diverse career opportunities available at PBCFR, particularly in the Firefighter EMT/Paramedic roles. They regularly participate in career day events throughout the county, engaging with individuals of all ages who are interested in pursuing a career in fire rescue.

Records & Resources Bureau

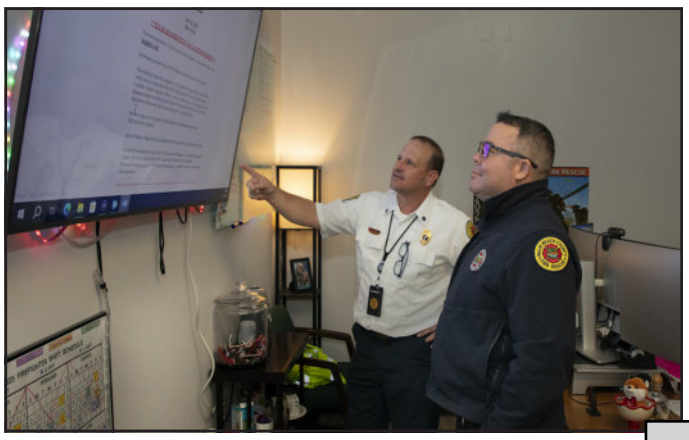
The Records & Resources Bureau serves as the Privacy and Security Officer under the Health Insurance Portability and Accountability Act (HIPAA). The Bureau collaborates with legal entities such as the PBC Attorney's Office and relevant state authorities. It processes subpoenas, public records requests, and ensures all departmental records are handled in accordance with legal and regulatory requirements.

Payroll

The Payroll Section processes bi-weekly pay for over 1,800 PBCFR personnel. It ensures promotions, accruals, and schedule changes are completed accurately and promptly. The section also oversees the supplemental long-term disability program, the configuration and maintenance of pay codes and rules, and conducts audits to confirm compliance with the Collective Bargaining Agreement.

Staffing

Staffing Officers oversee multiple aspects of workforce management for more than 1,500 Operational PBCFR employees. Their responsibilities include unit bidding, scheduling adjustments, promotions, new hires, and light duty assignments. They also ensure full compliance with the Collective Bargaining Agreement to support operational readiness and efficiency.



Physical Wellness

PBCFR's Wellness Coordinator and Exercise Physiologist ensure the mental and physical wellness needs of PBCFR's operational employees are met by:

- Evaluating and overseeing the annual fitness assessments of every operational employee
- Directing the daily physical fitness training for each recruit class
- Providing modern equipment and techniques to sustain healthy and capable firefighters
- Facilitating comprehensive care through the Employee Assistance Program (EAP)
- Managing workers' compensation, extended leave, and light duty programs

Annual Wellness Physical

PBCFR prioritizes the mental and physical well-being of its firefighters by requiring an annual wellness physical. This measure ensures personnel maintain peak fitness levels essential for the safety of both the firefighters and the community they serve. The wellness physical is comprehensive, efficient, and designed to support the unique demands of the profession. This approach ensures compliance with NFPA 1582 guidelines. Below is an outline of a full wellness physical for PBCFR firefighters provided by the Palm Beach County Firefighters Health Clinic, LLC:

- Medical history review
- Initial consultation
- Physical examination
- Diagnostic testing
- Post-physical review and recommendations (optional)

Battalion Fitness Workout Sessions

The Battalion Fitness Workout Program was created to offer station crews an engaging way to enhance their physical fitness, promote health and safety on and off the job, and strengthen team cohesion. Led by PBCFR's Exercise Physiologist, the workouts range from beginner to advanced levels and are offered at various fire stations across all PBCFR battalions.

Firefighter Cancer Guidance

In 2019, Florida Statute §112.1816 was enacted by a unanimous vote of both chambers of the legislature and signed into law by the Florida Governor. It aims to alleviate some of the stressors associated with a firefighter's cancer diagnosis. As a response to this Florida Statute, PBCFR and IAFF Local 2928 collaborated in 2024 to create a policy and navigation guide to ensure our employees receive the support and essential information needed should a cancer diagnosis occur.

PUBLIC INFORMATION OFFICE & MEDIA SERVICES

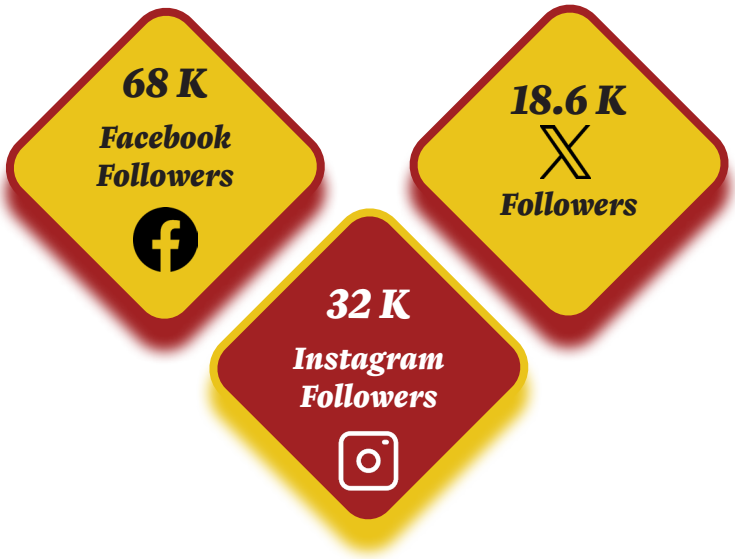
The Public Information and Media Services Team ensures community members are informed, engaged, and connected with PBCFR. The Public Information Office (PIO) is the official line of communication with citizens and the media, delivering information about emergency incidents, public safety, fire rescue services, outreach programs, and more. The PIO goal is to get the "right information to the right people at the right time to make the right decisions." PBCFR's award-winning Media section is instrumental in producing live and public events, creative media and communications, and virtual training for PBCFR personnel to ensure firefighters and paramedics are informed on the latest medical research, equipment, and department advancements. Below are the respective responsibilities:

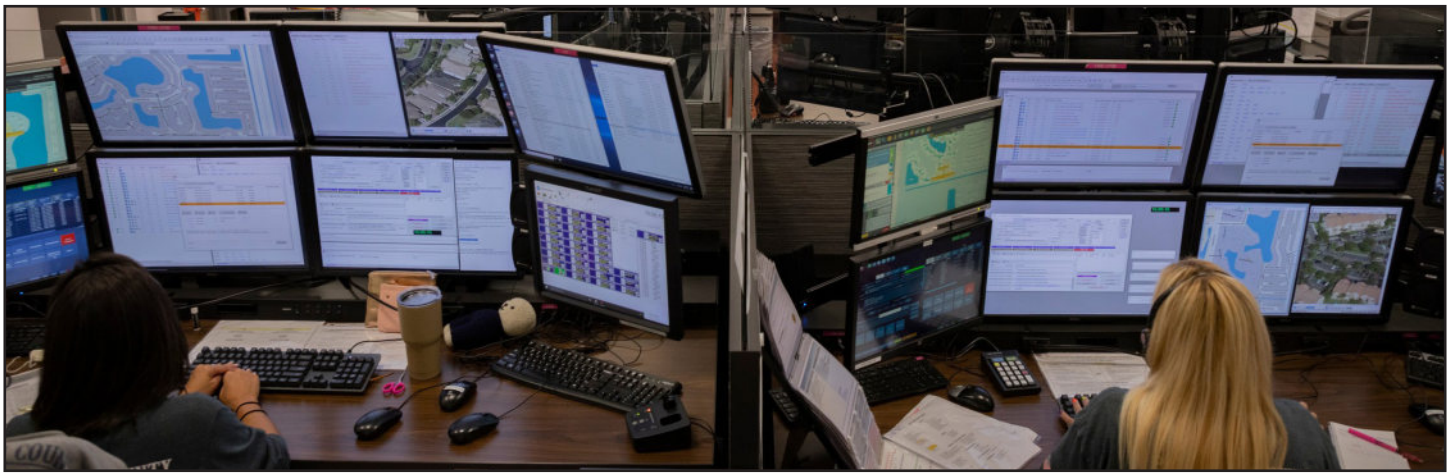
Public Information Office:

- Department publications
- PIO Incident response
- Media interviews
- Press conferences
- Social media content and management
- Internal and external communications
- Department traditions and ceremonies
- Employee and citizen awards programs
- Hurricane and activation command team
- Public outreach campaigns

Media Services:

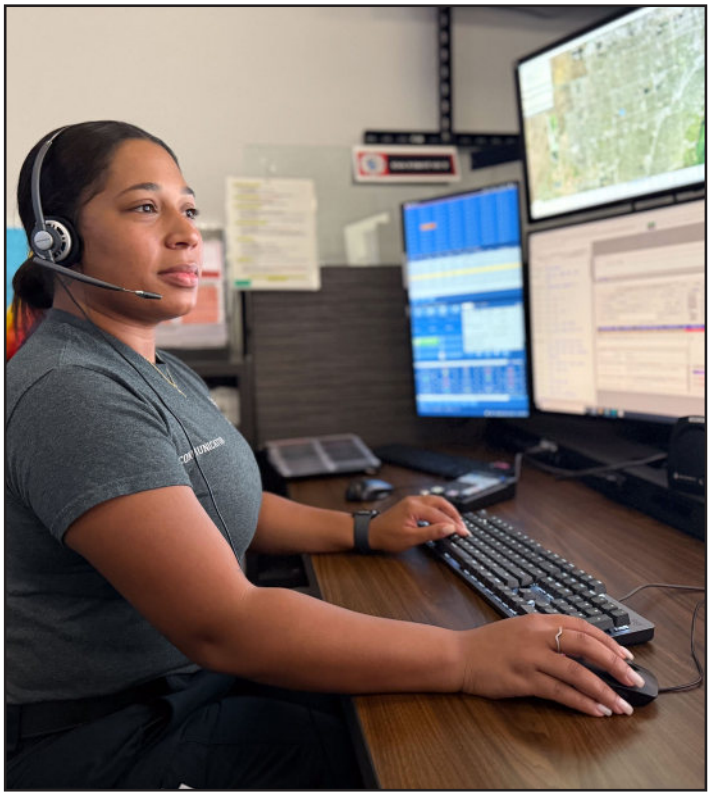
- Video production for training and communications
- Public safety messages
- Social media video content
- Still photography
- Graphic design
- Publications
- Live events
- Virtual and live streaming





911 Communications Center

PBCFR's Communications Center is the largest secondary Public Safety Answering Point in PBC. The Communications Center is a multi-agency operation that handles fire and medical emergency communications for PBCFR and nine municipal fire rescue departments. As an all-hazards fire rescue department, PBCFR's Communications Center annually processes over 400,000 phone calls and dispatches over 233,000 emergency calls. The Communications Center employs 63 Communicator III's and six Call Takers. The Communications Center Leadership Team includes a Communications Center Manager, Quality Assurance Manager, Training Supervisor, Quality Assurance Specialist, and Communicator Supervisors. PBCFR Communicators are certified by the state of Florida as 911 Public Safety Telecommunicators. They are also nationally certified in CPR, Emergency Medical Dispatch, and Fire Service Communications. This training allows them to locate and provide rapid service to 911 callers, offer them life-saving instructions when needed, and assist emergency personnel in the field. PBCFR Communicators operate a complex radio system and a Computer Aided Dispatch (CAD) system that allows them to dispatch, monitor, and communicate with emergency personnel from local law enforcement, fire rescue agencies, hospitals, and aeromedical teams.



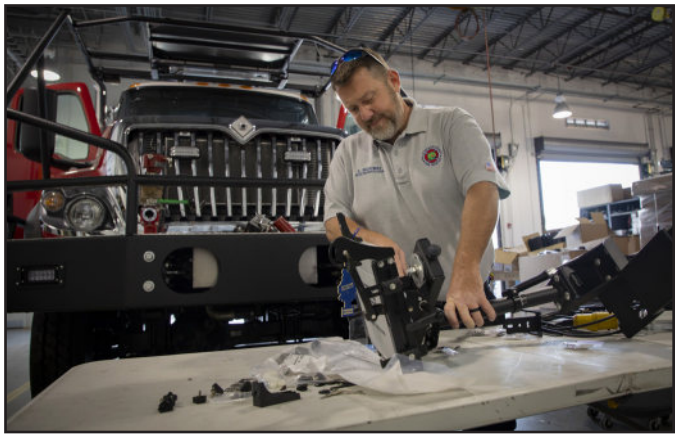
Fire Operations Officer

Fire Operations Officers (FOO) are a crucial link between the Communications Center and the Operations crews in the field. As critical information is received from the Communicators and Call Takers, the FOO may give recommendations to add additional units or change the call type. They monitor calls to aid the on-scene commander with getting additional resources. They communicate daily with Battalion Chiefs to ensure there is proper staffing for each PBCFR station. The FOO also ensures emergency resources are relocated throughout PBC as needed to mitigate potential gaps in coverage.

Radio Shop

The Radio Shop provides 24/7 on-call support for all radios and other wireless communications equipment to all PBCFR stations, including PBIA (Station 81), 30 additional municipal fire stations, the Communications Center, Tactical and Mobile Command Units, and the Health Care District of Palm Beach County's Trauma Hawk. Technical support is provided to surrounding counties and the nine other municipal fire rescue departments sharing interoperable emergency communications. The Communications Coordinator and five Electronics Technicians are responsible for:

- Nearly 2,000 radios
- Over 1,000 pagers
- Ten 800 MHz repeater sites
- Eight pager repeater sites
- Two VHF repeater sites
- Fire station alerting systems (Locution)
- Mobile Data Computers in vehicles
- Mobile Radio installation in all new vehicles



Strategic Initiatives

This fiscal year, PBCFR established a dedicated Strategic Initiatives Division to oversee and coordinate all activities related to department accreditation and external evaluation processes. This new division is tasked with managing the agency's compliance and continuous improvement efforts across three key accrediting bodies: the Commission on Fire Accreditation International, the Insurance Services Office, and the Commission on Accreditation of Ambulance Services. By centralizing these responsibilities, PBCFR is enhancing the department's ability to support strategic planning, data-informed decision-making, and ultimately improve public safety outcomes.

PLANNING & GIS - FINANCE

The Planning & GIS Section supply PBCFR leadership with critical insights through extraction and analysis of data collected from all areas of the Department. The Section facilitates data-driven decision-making and evaluation of service levels. Geographic Information System (GIS) are used to visualize, analyze, and understand patterns and relationships of extracted data with spatial context. GIS tools are also essential to maintaining the Computer Aided Dispatch (CAD) system's map and underlying data. Additionally, the Planning & GIS Section is responsible for designing and creating the department's Annual Report and 19 additional reports for each of the municipalities served. The reports highlight PBCFR's annual achievements, provide information about its services, statistics on emergency call volumes, call types, community outreach, and more.

Specific functions of the Planning & GIS Section:

- Plan optimal locations for future fire stations by analyzing service area coverage, historical call data, and anticipated community development to ensure response times meet the needs of a growing population
- Provide detailed data analysis for determining necessary fire station staffing
- Review and comment on the impact of land-use changes, development of regional impact, and annexations on fire rescue services
- Report routine descriptive statistics and data summaries upon request to departmental leadership, the 19 municipalities served by PBCFR and the 13 municipalities dispatched by PBCFR's Communications Center
- Provide cartographic services and spatial analysis for routine and special projects
- Implement improvements to the CAD map, routing functionality, and troubleshoot a variety of reported issues
- Maintain the CAD database, which includes: dispatch protocols/response plans, emergency service zones (ESZs), station order files, neighborhoods, gate codes, units, special address messages, common place names, road closures, pagers, and other notifications
- Conduct annual Community Risk Assessment

Finance

The Finance Section strives for transparency and compliance with standard practices and policies while matching resources to PBCFR's rapidly changing needs and priorities.

The Finance Section is responsible for the following:

- Preparation, management, budget oversight, expenditures, and revenue collections as guided by federal, state, and county requirements in support of the operations of the department
- Procurement of goods and services through responsible use of department resources while complying with the Purchasing Department's requirements and the Office of Equal Business Opportunity
- Preparing specifications for agreements and contracts for direct services, special events, vehicle maintenance, fire inspections, municipal service agreements, agenda items, and hazardous materials incidents in collaboration with the County Attorney's Office
- Analyzes and reviews every element of an activation and/or deployment to assist the department in cost recove

ITS - HONOR GUARD AND PIPES & DRUMS

Information Technology Services

Information Technology Services (ITS) delivers technology solutions that support PBCFR and its municipal partners. The division oversees critical functions including application development and assessment, 911 Computer Aided Dispatch (CAD) operations, web administration, network security, domain administration, mobile device management, and inventory control for more than 2,000 devices across the organization.

ITS is comprised of three specialized teams:

- ***Infrastructure Team:*** Manages the hardware that powers PBCFR operations, from cell phones to desktop computers and other essential devices.
- ***Applications Team:*** Oversees software systems to ensure seamless functionality, an optimized user experience, and responsive technical support for end-users throughout PBCFR.
- ***CAD Team:*** Ensures the reliable, always-online operation of the CAD system and its connected applications. The team supports 911 operations across the Communications Center and field responders, including county stations and units serving nine additional municipal fire rescue departments.

Honor Guard and Pipes & Drums

PBCFR's Honor Guard is one of Florida's most active and visible Honor Guards, averaging over 60 yearly performances. The Honor Guard proudly represents the department with dignity, honor, integrity, and a deep sense of remembrance while preserving fire service traditions. Established in January 1986, the Honor Guard pays tribute to active-duty and retired firefighters who have passed, including those who have made the ultimate sacrifice in the line of duty locally, statewide, and nationally. In addition to funeral and memorial services, the Honor Guard participates in various community and departmental events, such as parades, station openings, recruit graduations, and promotional ceremonies.

The Honor Guard consists of two specialty units: The Flag and Honors detail carries, presents, and posts Colors, including U.S., state, and agency flags during ceremonies. They also stand watch during services and render honors at funeral and memorial services. The Pipes & Drums serve as the musical component of the Honor Guard, performing traditional bagpipe and drum music. Since their formation in late 2001, the Pipes & Drums have become one of the most recognized and beloved elements of the Honor Guard, accompanying the Flag Detail in nearly all events.

Cadets

The PBCFR Cadet Battalion serves as a youth initiative to provide teenagers ages 14 to 18 with insight into career options within the fire service. While many participants aspire to become firefighters, pursuing that path is not a requirement to join the program. Cadets receive comprehensive training that emphasizes leadership development and the importance of serving and supporting others. The Cadet Battalion convenes every week to undergo training in both fire and EMS services. Additionally, these gatherings are used to strategize and prepare for active involvement in numerous community and charitable events year-round. Among the highlights of their activities is the annual Cadet Fest in November, where cadet programs throughout Florida are invited to train at the Chief Herman W. Brice Fire Rescue Complex. During the fall retreat held in Orange Springs, FL, the cadets participate in several opportunities to train alongside peers and professional firefighters from across the state. Each year culminates in the Winter Fire Games, a skills competition organized by the Florida Fire Chiefs' Association Cadet Section.

Reserves

The PBCFR Reserve Battalion is dedicated to assisting the department's mission of saving lives and protecting property. Reserve Battalion members provide support by supplying supplemental personnel who are authorized to ride on PBCFR units and act as an "extra set of hands" on both engines and rescue units. The Battalion provides light and air support, firefighter rehabilitation, assistance at structure and brush fires, and support to fire investigators. Working closely with the Training Division, the Reserves provide aid during live fire training scenarios.

The PBCFR Reserve Battalion engages with the community by providing medical standby for public events, including parades, Veterans Day and Memorial Day ceremonies, and numerous others. The Reserves assist CRRD with smoke and CO detector installations and facilitation of the annual Marine Corps Toys for Tots Program. Many members of the Reserve Battalion progress to full-time firefighters with PBCFR.

PET & ANIMAL SAVES

Palm Beach County Fire Rescue

405 Pike Road, West Palm Beach, FL 33411
561-616-7000
www.pbc.gov

Follow us on:

@PBCFireRescue

Palm Beach County
Board of County Commissioners
Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo
Chief Deputy County Administrator
Todd J. Bonlarron
Deputy County Administrator
Tom Nadler
Palm Beach County Fire Rescue Administrator
Patrick J. Kennedy

File Attachments for Item:

A. MSP-2026-02: The applicant is requesting approval of a Master Sign Plan (retroactive) for the Cresswind Palm Beach residential development, located south of Town Center Pkwy, east of Parcel M (Sky Cove), south of Persimmon Blvd. East, and west of Pod S (Orchards). The applicant is requesting approval of one (1) pod entry monument sign located within the landscaped median at the secondary community entrance along Persimmon Boulevard East (already built). The applicant is requesting three (3) waivers pursuant to Section 113-8, Master Sign Plan of the City of Westlake Sign Code.

Submitted By: Planning and Zoning

Meeting Agenda Item Coversheet

MEETING DATE:	5/5/2026	**Submitted By:** Planning and Zoning			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**MSP-2026-02:** The applicant is requesting approval of a Master Sign Plan (retroactive) for the Cresswind Palm Beach residential development, located south of Town Center Pkwy, east of Parcel M (Sky Cove), south of Persimmon Blvd. East, and west of Pod S (Orchards). The applicant is requesting approval of one (1) pod entry monument sign located within the landscaped median at the secondary community entrance along Persimmon Boulevard East (already built). The applicant is requesting three (3) waivers pursuant to Section 113-8, Master Sign Plan of the City of Westlake Sign Code.				
STAFF RECOMMENDATION: **(**MOTION READY)	**Motion to Approve with Conditions** – MSP-2026-02 – Master Sign Plan Review for Residential Development known as Cresswind Palm Beach.				
SUMMARY *and/or* JUSTIFICATION:	The applicant, Urban Design Studio on behalf of KH Westlake, LLC, is requesting a retroactive approval of a Master Sign Plan for the Cresswind Palm Beach residential development. The Master Sign Plan includes the following two (2) signs: (1) previously approved and built alternative pod entry monument sign (DS-AMEND-2018-01, approved in 2019) located at Town Center main entrance; and, (2) pod entry monument sign located at the entrance along Persimmon Boulevard East (already built). The second sign is an entrance monument sign that was permitted with conditions. However, it was not built in compliance with the approved plans or the required design consistency standards. The applicant is requesting a retroactive Master Sign Plan approval to address the dimensional and design deviations associated with this built sign. The monument sign includes approximately 44 square feet of copy area, which is below the maximum 60 square feet permitted under Chapter 113 of the City of Westlake Code of Ordinances. The application includes three (3) waivers from the City's sign code related to monument base height, sign width, and sign area. Please note the already built sign has currently a stop work order.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:	X	**PROCLAMATION:**		
	EXHIBIT(S):	X	**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Agenda Item Sheet Staff Report Eng Approval Letter Application Justification Statement Master Sign Plan				
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**		

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***		
FISCAL IMPACT *(if any):*		$

City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 5/5/2026

PETITION DESCRIPTION

PETITION NUMBER:	MSP-2026-02 *Master Sign Plan for Cresswind Palm Beach*
OWNER:	KH Westlake, LLC
APPLICANT:	Urban Design Studio, Inc.
ADDRESS:	N/A
PCN:	77-40-43-12-13-019-0000 & 77-40-43-01-14-016-0000

REQUEST

The applicant is requesting approval of a Master Sign Plan (retroactive) for the Cresswind Palm Beach residential development, located south of Town Center Pkwy, east of Parcel M (Sky Cove), south of Persimmon Blvd. East, and west of Pod S (Orchards). The applicant is requesting approval of one (1) pod entry monument sign located within the landscaped median at the secondary community entrance along Persimmon Boulevard East (already built). The applicant is requesting three (3) waivers pursuant to Section 113-8, Master Sign Plan of the City of Westlake Sign Code.

SUMMARY

The applicant, Urban Design Studio on behalf of KH Westlake, LLC, is requesting a retroactive approval of a Master Sign Plan for the Cresswind Palm Beach residential development. The Master Sign Plan includes the following two (2) signs: (1) previously approved and built alternative pod entry monument sign (DS-AMEND-2018-01, approved in 2019) located at Town Center main entrance; and, (2) pod entry monument sign located at the entrance along Persimmon Boulevard East (already built).

The second sign is an entrance monument sign that was permitted with conditions. However, it was not built in compliance with the approved plans or the required design consistency standards. The applicant is requesting a retroactive Master Sign Plan approval to address the dimensional and design deviations associated with this built sign. The monument sign includes approximately 44 square feet of copy area, which is below the maximum 60 square feet permitted under Chapter 113 of the City of Westlake Code of Ordinances.

The application includes three (3) waivers from the City's sign code related to monument base height, sign width, and sign area. Please note the already built sign has currently a stop work order (see attached).

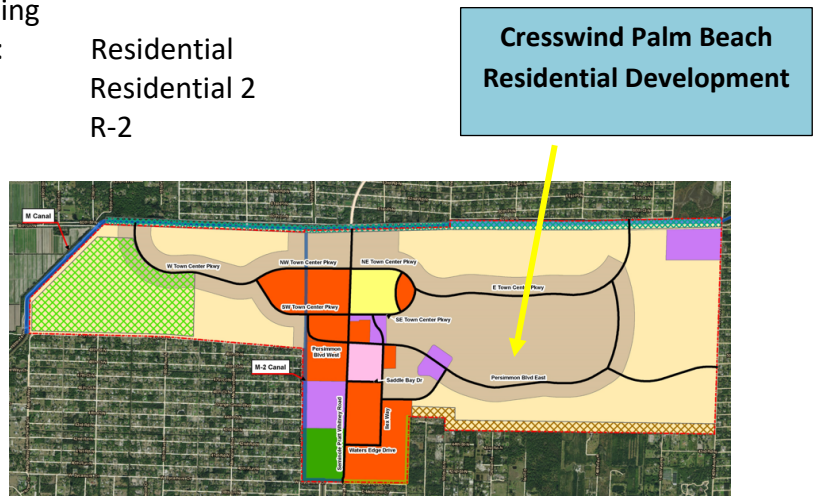
STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the **Planning and Zoning and Engineering Departments** recommend the following conditions of approval:

1. The subject sign shall be revised to include materials and colors similar to the sign located at the main entry (Town Center Pkwy).
2. Except as modified by the approved waivers, the monument sign shall comply with all applicable provisions of Chapter 113 of the City of Westlake Code of Ordinances.
3. Any sign illumination shall comply with Section 113-15 of the City sign code.
4. The sign and landscaping shall be maintained in good condition.

PETITION FACTS

a. Total Gross Site Area: 195.14 acres
b. Building Data: 800 Single Family Homes
c. Land Use and Zoning
   Existing Land Use: Residential
   Future Land Use: Residential 2
   Zoning: R-2



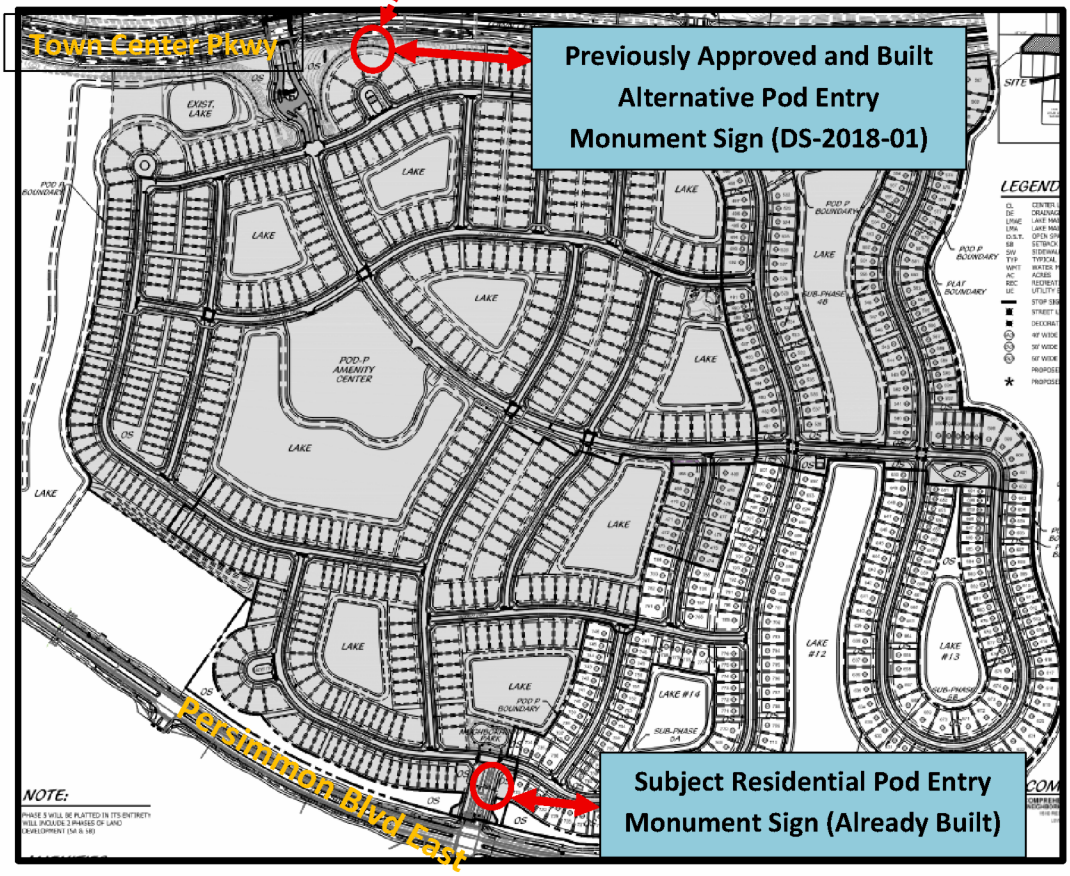
BACKGROUND

The subject property has Residential-2 (R-2) land use designations and corresponding R-2 zoning classifications. Cresswind Palm Beach was developed in five (5) sequential phases as shown in the below table.

Phase	Number of 40 feet wide lots	Number of 50 feet wide lots	Number of 60 feet wide lots	Total
Phase 1	35	66	45	146
Phase 2	50	74	28	152
Phase 3	60	81	27	168
Phase 4	8	81	46	135
Phase 5	18	115	86	199

- On November 13, 2017, Cresswind Palm Beach received approval for the Master Plan include Phase 1 and 2.
- On July 19, 2018, Cresswind Palm Beach received approval for the Alternative Pod Entry Monument Sign (DS-AMEND-2018-01) to include the Pod Entry Monument Sign in Town Center Pkwy.
- On May 10, 2021, the City Council approved Plat Phase 3 for the Cresswind Palm Beach Development.
- On February 15, 2022, the City Council approved the Plat Phase 4 for the Cresswind Palm Beach Development.
- On February 9, 2022, the City Council approved the Plat Phase 5 for the Cresswind Palm Beach Development.
- On April 7, 2026, the applicant requested at the City Council meeting that the subject application be postponed to the May 5, 2026, City Council meeting.

Cresswind Palm Beach Site Plan



STAFF ANALYSIS

The applicant (Urban Design Studio, Inc.) is requesting approval of a Master Sign Plan (MSP-2026-02) for the Cresswind Palm Beach residential community located south of Town Center Parkway, east of Parcel M (Sky Cove), south of Persimmon Boulevard East, and west of Pod S (Orchards).

The secondary rear entrance monument sign was previously approved under a building permit and according to the city code; however, the sign as constructed did not fully comply with the approved plans or the condition of approval requiring the sign to be consistent in design and materials with other monument signs within the City. As a result, the applicant is requesting approval of a Master Sign Plan Amendment to address the dimensional and design deviations associated with the monument sign. The proposed monument sign contains approximately 44 square feet of sign copy area, which is below the maximum 60 square feet permitted for Residential Pod Entry Monument signs under Chapter 113 of the City of Westlake Sign Code.

The request is to permit a secondary rear community entry monument sign located within the landscaped median of the secondary entrance along Persimmon Boulevard East. The proposed monument sign is intended to complement the architectural character and design of the previously approved and constructed Cresswind Palm Beach main entry monument signage.

Pursuant to Section 113-8, Master Sign Plan, of Chapter 113 (Sign Regulations) of the City of Westlake Code: *The city council, at the time of development order or site plan approval or amendment, may waive one (1) or more of the requirements of this chapter as part of a master sign plan.*

The applicant is requesting approval of the following three (3) waivers from the standard requirements for Residential Pod Entry Monument signs:

Waiver 1 – Monument Base Height: To allow a monument base height of eight (8) feet.

Chapter 113, Figure 113-11-3 establishes a maximum base height of seven (7) feet for Residential Pod Entry Monument signs. The applicant is requesting approval of a monument base height of eight (8) feet, resulting in a one-foot deviation from the standard requirement.

Staff Finding: Staff finds that the additional height is integrated into the architectural composition of the entry monument and is consistent with the scale and character of the previously approved Cresswind Palm Beach entry signage.

Waiver 2 – Totem Element Width: To allow a deviation from the standard Residential Pod Entry Monument design shown in Figure 113-11-3.

Chapter 113, Figure 113-11-3 establishes a maximum totem width of two feet ten inches (2’-10”) for Residential Pod Entry Monument signs. The applicant is requesting approval of a three-foot (3’-0”) totem width, resulting in a two-inch deviation from the code requirement.

Staff Finding: Staff finds that this minor increase in width does not significantly alter the overall scale of the sign and remains visually compatible with the existing monument signage within the community.

Waiver 3 – Alternative Monument Design: To allow deviation for the design of Residential Pod Entry Monument Sign per Figure 113-11-3.

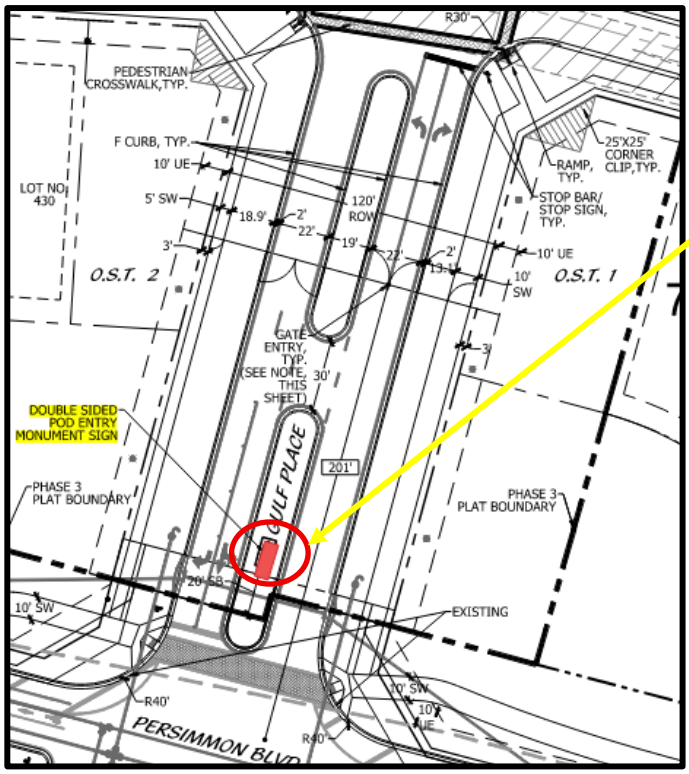
Chapter 113, Figure 113-11-3 provides a typical freestanding design standard for Residential Pod Entry Monument signs. The proposed monument sign incorporates the signage into a larger architectural entry feature consisting of masonry walls, decorative materials, and integrated architectural elements. The applicant is therefore requesting a waiver to allow an alternative monument design integrated into the entry wall, rather than the standard freestanding monument configuration.

Staff Finding: Staff finds that the integrated design maintains the architectural character of the Cresswind Palm Beach development and supports a cohesive and coordinated community entry feature.

Waiver Table

Waiver Request No.	Sign Type	Code Requirement	Applicant Proposal	Deviation
1	Residential Pod Entry Monument	Maximum base height: 7 feet per Fig. 113-11-3 of the City of Westlake Sign Code	Monument base height of 8 feet	Required 7 ft, Proposed 8 ft, Deviation +1 ft
2	Residential Pod Entry Monument	Maximum totem width: 2'-10" per Fig. 113-11-3 of the City of Westlake Sign Code	Totem width of 3 feet.	Required 2'-10", Proposed 3'-0", Deviation +2"
3	Residential Pod Entry Monument	Standard freestanding Residential Pod monument per Fig. 113-11-3	Architecturally integrated monument incorporated into masonry entry wall consistent with approved Cresswind entry feature	Deviating from freestanding residential monument per Fig.113-11-3.

Retroactive Subject Sign Location



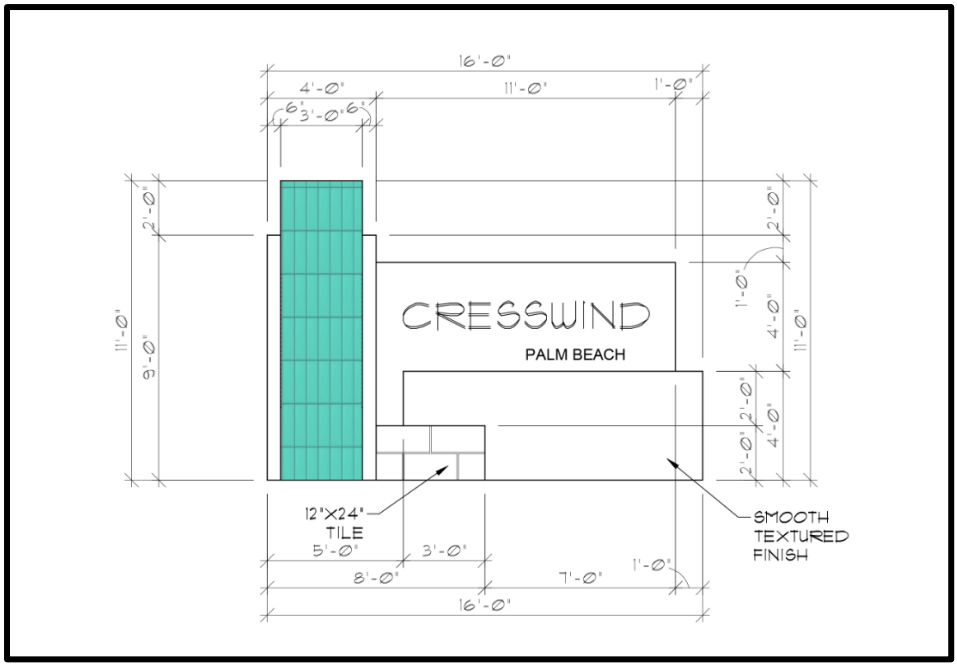
Subject Residential Pod Entry Monument Sign (Already Built)

Per Chapter 113, Section 113-11, pod entry monument signs are permitted within residential developments. All such signs must comply with Figure 113-11-3, which establishes the required dimensions and architectural features.

Required Residential Pod Entry Monument Sign

The applicant has already constructed a monument sign located on Persimmon Boulevard East. The sign consists of white stucco, black 12” x 24” tile, and a totem feature finished with blue tile.

Proposed Residential Pod Entry Monument Sign



Residential Pod Entry Monument Sign (under construction secondary rear entrance)

FINAL REMARKS

MSP-2026-02 will be heard by the City Council on May 5th, 2026. The public hearing was advertised in compliance with the City's code requirement. Based upon the facts and findings contained herein, the Planning and Zoning and Engineering Departments have conditions of approval listed in the first page.

CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
Phone: (561) 530-5880
www.westlakegov.com

DATE:	3/13/2026
APPLICATION NUMBER:	MSP-2026-02 (PL202600011)
DESCRIPTION:	Cresswind Palm Beach – Rear Entrance Monument
APPLICANT:	Urban Design Studio
OWNER:	KH Westlake LLC
REQUEST:	Master Signage Plan Review
LOCATION:	Westlake, FL
STAFF REVIEW:	**RECOMMENDATION OF APPROVAL**

The Engineering Department recommends approval of the plans submitted on 03-05-2026.

The following documents were reviewed by the Engineering Department as part of this resubmittal package:

1. 1) Cresswind Master Sign Plan Application.pdf, dated 03/05/26
2. 2) Cresswind Master Sign Plan Permit Fee Authorization.pdf, dated 03/06/26
3. 3) Cresswind MSP Justification.pdf, dated 03/05/26
4. 4) Cresswind Rear Entry Monument Sign Plans.pdf, dated 03/05/26

This letter has been prepared by the following individual, in association with their consultants and subconsultants:

Suzanne Dombrowski, P.E.
Chen Moore and Associates
Tel: 561.746.6900 x 1035
Email: sdombrowski@chenmoore.com

Permit No:
PRSG202500467

SIGN

Westlake, FL

Job Address	4865 Gulf Place	**ISSUED**
Owner KH Westlake LLC 1st Street Suite 105, Delray Beach, FL 33444		
Applicant SHARLENE THEROFF 2740 SW MARTIN BLVD, #384 PALM CITY, FL 34990 (772) 232-5800		
Contractor Ron's Restoration and Services DBA Ron's Underground Utilities and Services 2740 SW Martin Downs Blvd #384 Palm City, FL 34990		
Legal Description of Property PB 132 PG 120	**Description of Work** CRESSWINDS - Building a rear monument sign for rear of property.	**Date Issued** **06-17-2025**

Parcel #	Type of Construction	Zoning	# Of Units	Stories
77-41-43-07-00-000-1020	New			

Zoning Conditions:	**Proposed monument sign shall match the colors with other monument signs including letters.**

Permit #	PRSG202500467	Permit Fee	$2.00	Permit Types	Sign

Building Components:

Quantity	Units	Description	Unit Cost	Subtotal Cost
1	# Units	Sign - Freestanding - Non-Billboard	$0.00	$50,000.00

Total Value of Work:	$50,000.00

Permit in force for period of 180 days from above date. Provided, however, the above named party complies with all of the regulations as set out in the Building and Zoning Ordinances as are now in effect or that may be enacted during the time this permit is in effect.
This permit covers only the building specified. Any other building must have a seperate permit.
Any violations of Ordinances and Building Codes if not corrected will automatically cancel this permit.

Inspections are completed Monday - Friday, 7:30 AM to 4 PM.
Inspection should be scheduled through our CityView Portal. https://cityviewportal.westlakegov.com/
Inspection requests must be submitted before 2PM for the next business day.

NOTICE OF COMMENCEMENT (F.S. 713.135)

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as Water Management Districts, State agencies or Federal agencies.

This Permit Placard must be displayed.
The Building Department reserves the right to add inspections not listed.

Permit Number: PRSG202500467-SG1

Location: 4865 Gulf Place

INSPECTION RECORD SCHEDULE

INSPECTION	SIGNATURE	BN #	DATE	COMMENTS
Footer				
Framing				
Sign Attachment				
Stucco Scratch				
Stucco Final				
Sign Final				

CITY OF WESTLAKE
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
(561) 530-5880
www.westlakegov.com

10-9-2025

Certified Mail Return Receipt #7020 3160 0000 0805 6431

Radoslav Temelkoski
c/o Ron's Restoration & Services LLC
1239 SW Dyer Point Road
Palm City, Florida 34990

Sharlene Theroff
2740 SW Martin Downs Blvd. Unit 384
Palm City, Florida 34990

RE: *Florida Building Code-Section 115- STOP WORK ORDER*
Cresswind Monument sign installation. Permit #PRSG202500467-4865 Gulf Place, Florida 33470

To Whom It May Concern,

Please be advised that the permit for proposed sign installation, located at: 4865 Gulf Place Westlake Florida 33470, that is being installed, is placed on hold, effective immediately.

The installation does not match the approved plans submitted and approved by Zoning and Building.

*Pursuant to the City of Westlake General Ordinances Sections 113-2, 113-5, 113-7, 113-8, 113-9, and Florida Building Code Section 105.6, and **115.2 STOP WORK ORDER**-you are hereby ordered to immediately cease and desist all sign installation operations until further notice.*

The sign shall be restored and installed to the original approved design per plan or removed in its entirety.

Please provide a return response to the Westlake Building Department, no later than 10 days from the date of receiving this letter.

If there are any questions, comments or concerns, please do not hesitate to contact me at your earliest convenience.

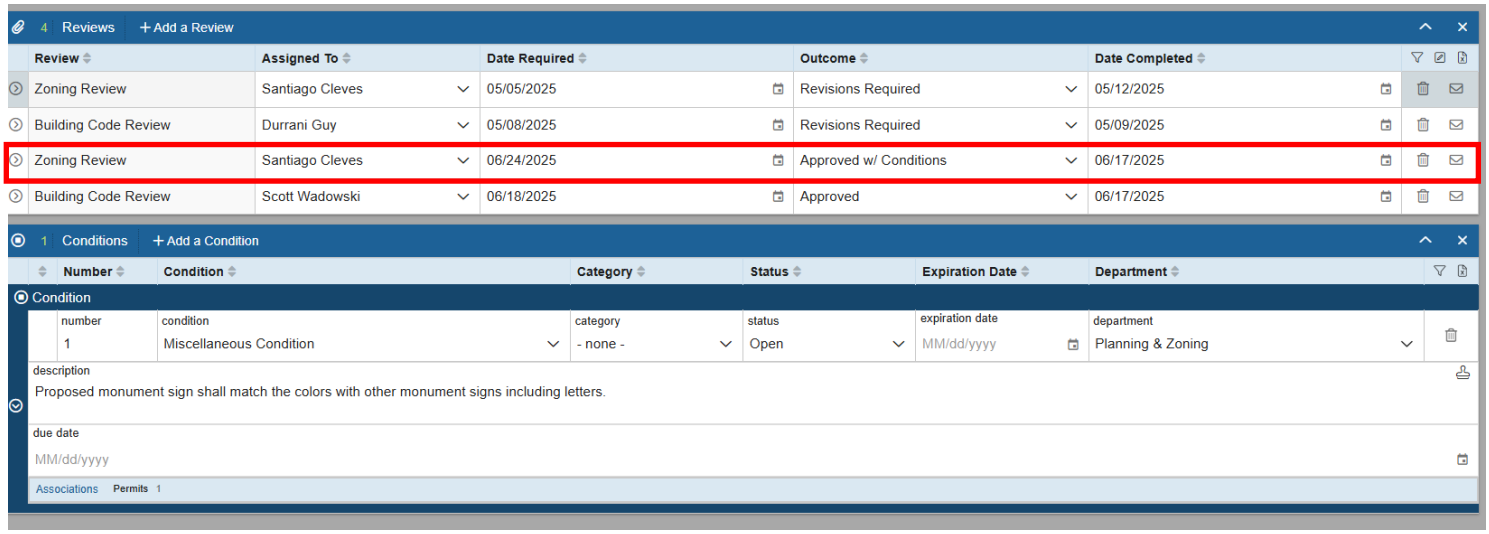
Thank you and best regards,

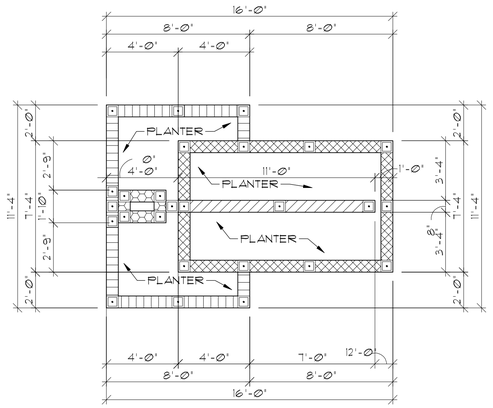
S. Wadowski

Scott Wadowski- Building Official-BU-2172
swadowski@usanova.com
561-530-5880 Ext201

CC:
Zoie Burgess- City Manager
Santiago Cleves- Planning and Zoning
Lea Ann Robinson- Cresswind Palm Beach HOA c/o Lang Management

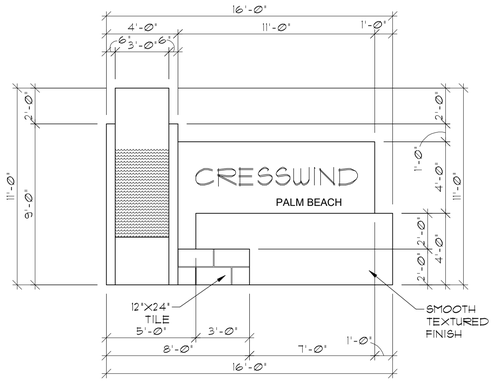
Please see below Approval with Conditions on Ciyview Portal



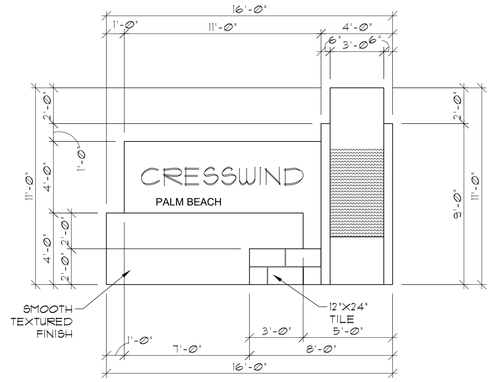


FLOOR PLAN

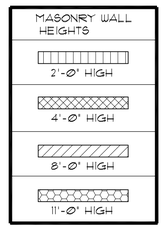
SCALE: 1/4 = 1'-0"



FRONT ELEVATION



REAR ELEVATION



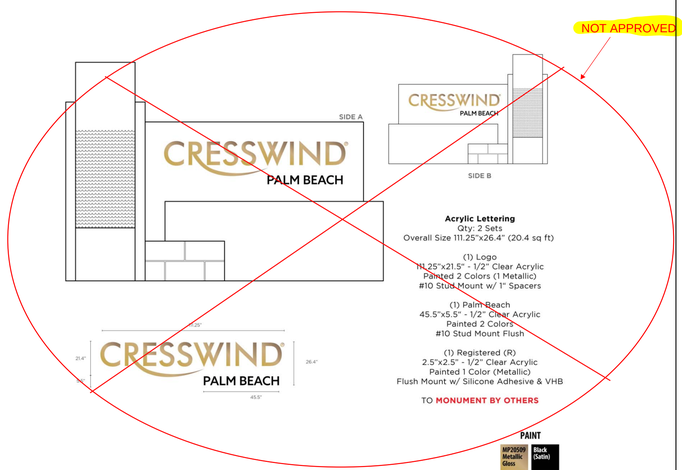
City of Westlake
Planning and Zoning Department

APPROVED

By: Santiago Cleves
06/17/2025

COLOR SHALL MATCH THE OTHER MONUMNET SIGN IN THE CITY

NOT APPROVED



Acrylic Lettering
Qty: 2 Sets
Overall Size 111.25"x26.4" (20.4 sq ft)

(1) Logo
111.25"x21.5" - 1/2" Clear Acrylic
Painted 2 Colors (1 Metallic)
#10 Stud Mount w/ 1" Spacers

(1) Palm Beach
45.5"x5.5" - 1/2" Clear Acrylic
Painted 2 Colors
#10 Stud Mount Flush

(1) Registered (R)
2.5"x2.5" - 1/2" Clear Acrylic
Painted 1 Color (Metallic)
Flush Mount w/ Silicone Adhesive & VHB

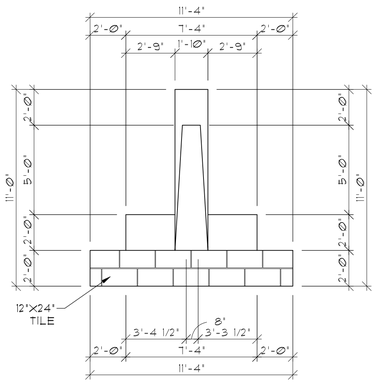
TO **MONUMENT BY OTHERS**

PAINT
SW2805W Metallic Gloss
Black (Satin)

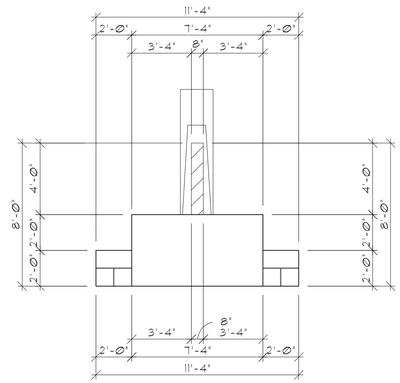
wo.400338 v.06.12.25 Kolter Homes - Treasure Coast - Cresswind Palm Beach Monument Lettering

ONSIGHT | C. SILVEIRA C. DEMING

This document is the property of OnSight Industries, LLC. The information and technology embodied herein shall not be reproduced or copied in whole or in part without previous authorization in writing from OnSight Industries, LLC. 900 Central Park Drive, Sanford, FL 32771 P:407.830.8881 F:407.830.5569 onsightindustries.com



LEFT ELEVATION



RIGHT ELEVATION

ARCHITECTS
AB Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	

KOLTER HOMES
CREATING BETTER COMMUNITIES
701 S. OLIVE AVE #104 WEST
PALM BEACH, FL 33401
PH# (561) 682-9500

CRESSWIND
PALM BEACH

REAR ENTRY
MONUMENT
SIGN

PROJECT#:
KH200.000/25027

PAGE:

PLAN &
ELEVATIONS

170 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

STATE OF FLORIDA · ROLAND A. ABOUCHACRA · AR93723 · REGISTERED ARCHITECT

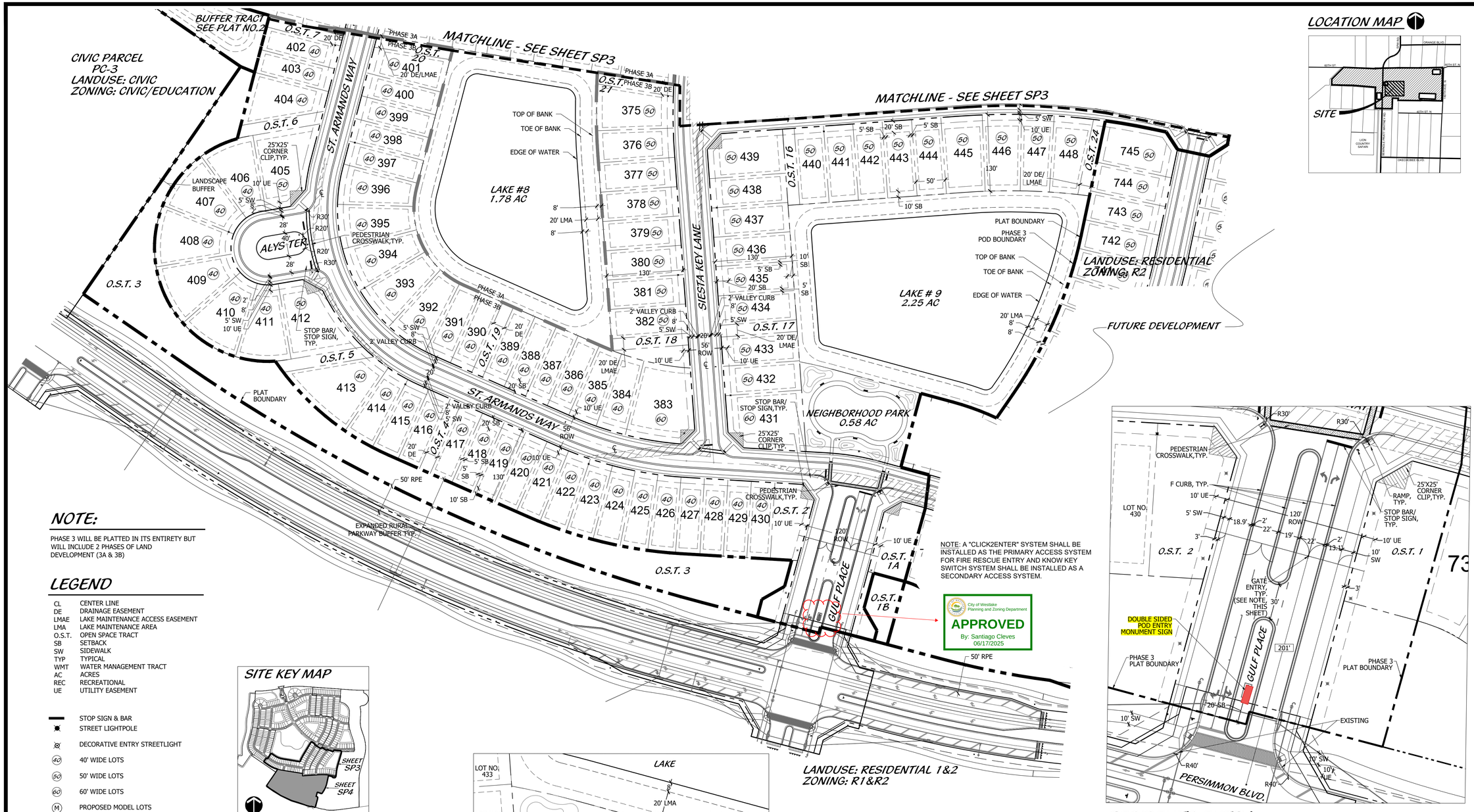
Digitally signed by Roland Abouchacra
Date: 2025.06.16 08:54:23-04'00'

ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 6/16/25

SCALE: AS NOTED

SHEET
A1



NOTE:

PHASE 3 WILL BE PLATTED IN ITS ENTIRETY BUT WILL INCLUDE 2 PHASES OF LAND DEVELOPMENT (3A & 3B)

LEGEND

CL	CENTER LINE
DE	DRAINAGE EASEMENT
LMAE	LAKE MAINTENANCE ACCESS EASEMENT
LMA	LAKE MAINTENANCE AREA
O.S.T.	OPEN SPACE TRACT
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
WMT	WATER MANAGEMENT TRACT
AC	ACRES
REC	RECREATIONAL
UE	UTILITY EASEMENT

- STOP SIGN & BAR
- STREET LIGHTPOLE
- DECORATIVE ENTRY STREETLIGHT
- (40) 40' WIDE LOTS
- (50) 50' WIDE LOTS
- (60) 60' WIDE LOTS
- (M) PROPOSED MODEL LOTS

SITE KEY MAP

PROPERTY DEVELOPMENT REGULATIONS

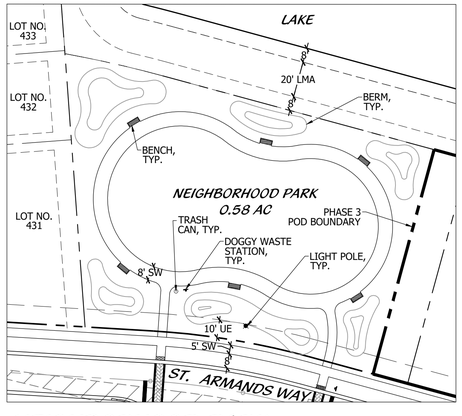
PROPERTY DEVELOPMENT REGULATIONS

SINGLE FAMILY (PER ORDINANCE 2018-5)

	ZONING DISTRICT OR POD	MINIMUM LOT DIMENSIONS			MIN. BUILDING SETBACKS			
		SIZE	WIDTH	DEPTH	FRONT	SIDE	SIDE STREET	REAR
REQUIRED	POD P	4,500 SF	40'	75'	10' MIN 20' MAX	5'	10'	10' BUILDING 5' ACCESORY
PROVIDED	POD P	40' WIDE LOT MIN. = 5,200 SF 50' WIDE LOT MIN. = 6,500 SF 60' WIDE LOT MIN. = 7,800 SF	40'	130'	15' - BLDG 20' - FLG 15' - SLG	5'	10'	10' BUILDING 5' ACCESORY

NOTES:

1. PORCHES SHALL HAVE A MINIMUM DEPTH OF 6' AND A MINIMUM WITH OF 8'. A PORCH OR PORTE COCHERE MAY ENCROACH UP TO A MAXIMUM OF 25% INTO A FRONT OR SIDE STREET SETBACK, PROVIDED THERE IS NO UE OVERLAP.
2. A SINGLE FAMILY PATIO MAY ENCROACH A MAXMIMUM OF 25% INTO A FRONT OR SIDE STREET SETBACK, PROVIDED THERE IS NO UE OVERLAP.
3. A BALCONY MAY ENCROACH A MAXMIMUM OF 6' INTO A FRONT OR SIDE STREET SETBACK, PROVIDED THERE IS NO UE OVERLAP.



NEIGHBORHOOD PARK

Scale: 1" = 40'

0' 40' 80' 160'

LANDUSE: RESIDENTIAL 1&2
ZONING: R1&R2

NOTE: A "CLICK2ENTER" SYSTEM SHALL BE INSTALLED AS THE PRIMARY ACCESS SYSTEM FOR FIRE RESCUE ENTRY AND KNOW KEY SWITCH SYSTEM SHALL BE INSTALLED AS A SECONDARY ACCESS SYSTEM.

City of Westlake
Planning and Zoning Department
APPROVED
By: Santiago Cleves
06/17/2025

RESIDENT'S ENTRY

Scale: 1" = 40'

0' 40' 80' 160'

DRO AMENDMENTS	ZONING STAMP

LOCATION MAP

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

Cresswind Palm Beach

POD P-1 SITE PLAN - PHASE 3

City of Westlake, Florida

Donaldson E Hearing:A0109800000015D8

Digitally signed by Donaldson E Hearing:A010980000 0015D8A13286A000 A13286A000015D8

697

REGISTERED LANDSCAPE ARCHITECT DONALDSON E. HEARING LA 0000943 STATE OF FLORIDA

Scale: 1" = 80'

0' 40' 80' 160'

DESIGNED DEH
DRAWN JS, JCO, HK
APPROVED DEH
JOB NUMBER 181002
DATE 03-11-21
REVISIONS 04-06-21
09-29-21

September 29, 2021 2:47:08 p.m.
Drawing: 181002 FSBP3.DWG

SHEET SP4 OF 4

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

MONUMENT SIGN

FOR:

KOLTER HOMES

CREATING BETTER COMMUNITIES

DESIGN CRITERIA:

- FLORIDA BUILDING CODE (FBC), 8TH EDITION(2023)
- ALL LOCAL AND STATE CODES
- MIN. INTERIOR FINISH – CLASS C
- BASIC WIND SPEED – VULT = 170 MPH
  – VASD = 132 MPH
  RISK CATEGORY II
- EXPOSURE CATEGORY – EXPOSURE C
  - 1–STORY RESIDENCE –
  - 2–STORY RESIDENCE – MAX. HEIGHT AS PER LOCAL AND STATE CODES

CONTROL DATE

06–16–25

SQ.FT. CALC.'S

TOTAL SQUARE FOOTAGE	149

- STATE OF FLORIDA CERTIFIED BUILDING CONTRACTOR:

  KOLTER HOMES
  701 S OLIVE AVE
  SUITE 104
  WEST PALM BEACH, FL 33401

- STATE OF FLORIDA PROFESSIONAL ARCHITECT:

  ROLAND ABOUCHACRA
  AR NO. 93723

  A.B. DESIGN GROUP, LLC.
  1441, NORTH RONALD REAGAN BLVD.
  LONGWOOD, FLORIDA 32750
  Fax: (407) 774–4078 Tel: (407) 774–6078

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
CS	COVER PAGE
GN	GENERAL NOTES
A1	FLOOR PLAN
S1	STRUCTURAL PLANS & NOTES

DRAWING / CONTRACT DOCUMENT REVIEW BY BUILDER

THE BUILDER ASSUMES ALL LIABILITY FOR INTERPRETATION OF THE CONTRACT DOCUMENTS.

IF ANY ASPECT OF THE CONSTRUCTION (AS DESCRIBED IN THIS DRAWING SET) ARE UNCLEAR AND IN NEED OF FURTHER DETAILING OR EXPLANATION IN ORDER TO BUILD THIS PROJECT BASED ON THIS DRAWING SET, THE CORRECT PROCEDURE IS FOR THE BUILDER TO SUBMIT A WRITTEN R.F.I. (REQUEST FOR INFORMATION) TO THE ARCHITECT OR ENGINEER FOR CLARIFICATION.

AB DESIGN GROUP WILL RESPOND TO ALL WRITTEN RFI's IN WRITTEN/DRAWN FORMS IN A TIMELY MANNER. AB DESIGN GROUP TAKES NO RESPONSIBILITY FOR INTERPRETATIONS OF CONSTRUCTION BY THE BUILDER WHEN NO RFI's HAVE BEEN GENERATED FOR UNCLEAR ASPECTS OF THE CONSTRUCTION BASED ON THE DRAWING SET.

ARCHITECTS
A.B. Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	△ DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	

KOLTER HOMES
CREATING BETTER COMMUNITIES
701 S. OLIVE AVE #104 WEST
PALM BEACH, FL 33401
PH# (561) 682-9500

CRESSWIND
PALM BEACH

REAR ENTRY
MONUMENT
SIGN

PROJECT#:
KH200.000/25027

PAGE:

COVER
SHEET

170 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

STATE OF FLORIDA · ROLAND A. ABOUCHACRA · AR93723 · REGISTERED ARCHITECT

Digitally signed by Roland Abouchacra
Date: 2025.06.16 08:54:09-04'00'

ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 6/16/25

SCALE: AS NOTED

SHEET
CS

GENERAL NOTES

1. ALL WORK DONE UNDER THIS CONTRACT SHALL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE (FBC) 8th EDITION, (2023).AND IN CONJUNCTION WITH ASCE 7-16. ALL REFERENCED CHAPTERS, CODE SECTIONS AND TABLES STATED IN THESE DOCUMENTS ARE UNDER FBC 8TH EDITION (2023) UNO.

2. WHERE BUILDING LOCATIONS ARE DETERMINED TO BE IN WIND BORNE DEBRIS REGIONS, ALL EXTERIOR BUILDING OPENINGS SUCH AS WINDOWS AND DOORS SHALL BE PROTECTED AGAINST WINDBORNE DEBRIS BY THE INSTALLATION OF STRUCTURAL PANELS OR IMPACT-RESISTANT GLASS. THESE OPENING PROTECTIONS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH CHAPTER 16, SECTION 1609.1.2.

3. DO NOT SCALE DRAWINGS. THE CONTRACTOR AND SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO WORK PERFORMED AND SHALL NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE FOUND.

4. THE CONTRACTOR SHALL BRING ERRORS AND OMISSIONS WHICH MAY OCCUR IN CONTRACT DOCUMENTS TO THE ATTENTION OF THE ARCHITECT IN WRITING AND WRITTEN INSTRUCTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE RESULTS OF ANY ERRORS, DISCREPANCIES OR OMISSIONS IN THE CONTRACT DOCUMENTS, OF WHICH THE CONTRACTOR FAILED TO NOTIFY THE ARCHITECT BEFORE CONSTRUCTION AND/OR FABRICATION OF THE WORK.

5. THE ARCHITECT/ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SAFETY AND CONSTRUCTION PROCEDURES, TECHNIQUES, OR THE FAILURE OF THE BUILDER TO CARRY OUT THE WORK IN ACCORDANCE WITH THE DRAWINGS OR THE REQUIRED CODES.

6. THE STRUCTURAL DESIGN IS BASED ON THE INTERACTION OF ALL PARTS OF THE COMPLETED BUILDING. THE CONTRACTOR SHALL SOLELY BEAR THE RISK FOR PROVIDING ADEQUATE STABILITY AND SAFETY OF THE STRUCTURE DURING CONSTRUCTION UNTIL PERMANENT MEMBERS ARE COMPLETELY INSTALLED.

7. DETAILS SHOWN ON THE DRAWINGS ARE TO BE CONSIDERED TYPICAL FOR ALL SIMILAR CONDITIONS.

8. THE CONTRACTOR SHALL MAKE NO STRUCTURAL CHANGES WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT/ENGINEER.

9. NO STRUCTURAL MEMBERS ARE TO BE CUT FOR PIPES, DUCTS, ETC. UNLESS SPECIFICALLY DETAILED.

CONSTRUCTION OBSERVATION

CONSTRUCTION OBSERVATION SERVICES / CONSTRUCTION ADMINISTRATION SERVICES ARE NOT A PART OF AB DESIGN GROUP'S SERVICES FOR THIS PROJECT.

IT IS UNDERSTOOD AND AGREED THAT AB DESIGN GROUP'S SCOPE OF SERVICES DOES NOT INCLUDE PROJECT OBSERVATION OR REVIEW OF THE BUILDER'S / CONTRACTOR'S PERFORMANCE OR ANY OTHER CONSTRUCTION PHASE SERVICES, AND THAT SUCH SERVICES WILL BE PROVIDED BY THE BUILDER. THE BUILDER ASSUMES ALL RESPONSIBILITY FOR INTERPRETATION OF THE CONTRACT DOCUMENTS, AND FOR CONSTRUCTION OBSERVATION.

SITE WORK

1. REFER TO THE SOILS REPORT FOR SPECIFIC DESIGN REQUIREMENTS (IF REQUIRED BY BUILDING DEPARTMENT).

2. REFER TO THE CIVIL DRAWINGS FOR LOCATION OF BUILDING WORKING POINTS, ROUGH GRADING, ON-SITE UTILITIES, SITE IMPROVEMENTS, SITE RETAINING WALLS, AND SPECIFIC GENERAL NOTES. THE SOILS REPORT AND CIVIL DRAWINGS SHALL OVERRIDE CONFLICTS WITH SITE WORK NOTED HEREIN.SEE LANDSCAPE DRAWINGS FOR FINAL FINISH GRADES, PLANTING AND IRRIGATION.

3. ELEVATIONS SHOWN ON THE SITE DRAWINGS ARE MINIMUM REQUIRED DEPTHS, IF DIFFERENT CONTACT THE ARCHITECT.

4. NO EXCAVATION SHALL BE MADE WHOSE DEPTH BELOW THE FOOTING IS GREATER THAN ½ THE HORIZONTAL DISTANCE FROM THE NEAREST EDGE OF THE FOOTING.

5. ALL BACKFILL AT STRUCTURES, SLABS, STEPS, AND PAVEMENTS SHALL BE CLEAR OF GRANULAR FILL. PLACE IN 8" LAYERS AND COMPACT TO 95% MAXIMUM DRY DENSITY DETERMINED IN ACCORDANCE WITH ASTM D1557. THE BUILDING SITE SHALL BE KEPT DRY SO THAT EROSION WILL NOT OCCUR IN THE FOUNDATIONS.

6. COMPACTION BY FLOODING OR JETTING IS STRICTLY PROHIBITED.

7. DO NOT BACKFILL UNTIL SLABS HAVE CURED OR HAVE BEEN PROPERLY BRACED. (WHERE APPLICABLE)

8. EXCAVATIONS TO BE A MINIMUM OF 3'- 0" BEYOND NEW FOOTING LINE.

9. THE GENERAL CONTRACTOR MUST TAKE MEASURES TO CONTROL SOIL EROSION AS PER ALL LOCAL AND STATE REQUIREMENTS.

10. THIS BUILDING IS NOT DESIGNED TO BE CONSTRUCTED WITHIN A FLOOD ZONE, UNO. CONTRACTOR IS TO VERIFY THE ELEVATION OF THE FINISHED FLOOR SLAB WITH THE SIGNED AND SEALED SURVEY WHICH COMPLIES WITH ALL LOCAL CODES HAVING JURISDICTION, INCLUDING ALL APPLICABLE STATE, CITY, AND COUNTY BUILDING AND ZONING CODES.

11. SWIMMING POOL, DECK, SPA, AND ASSOCIATED WORK IS TO BE PERMITTED SEPARATELY BY ENGINEERED SHOP DRAWING.

12. TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES, INCLUDING SOIL APPLIED PESTICIDES, BAITING SYSTEMS AND PESTICIDES APPLIED TO WOOD, OR OTHER APPROVED METHODS OF TERMENT PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION. UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTIVE TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

EXTERIOR WALL COVERINGS

1. ALL EXTERIOR WALL COVERINGS AND SOFFITS SHALL BE CAPABLE OF RESISTING THE DESIGN PRESSURES SPECIFIED FOR THE WALLS FOR COMPONENTS AND CLADDING LOADS IN ACCORDANCE WITH SECTION 1609.1.1

2. ALL EXTERIOR WALL COVERING SHALL FOLLOW FBC CHAPTER 14 REQUIREMENTS AND SPECIFICATIONS

3. PER FBC 1405; EXTERIOR WALL COVERING SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THIS SECTION AND TAS 202 AND 203 IN THE HVHZ

EXTERIOR FINISHES

1. WHEN PLASTERING WITH CEMENT, PLASTER SHALL NOT BE LESS THAN THREE COATS, 7/8" THICK, OVER FRAMED WALLS APPLIED OVER PAPER BACKED METAL LATH OR WIRE FABRIC LATH AND WITH TWO LAYERS OF VAPOR BARRIER, NOT LESS THAN 2 COATS, 1/2" THICK, WHERE APPLIED OVER MASONRY OR CONCRETE.
2. STUCCO OR PORTLAND CEMENT PLASTER SHALL BE INSTALLED, PROPORTIONED AND MIXED IN ACCORDANCE WITH ASTM-C926 & ASTM-C1063-12a.
3. LATH & ACCESORIES PER ASTM-C-1063-18b , FBC CHAPTER 14 & FBC CHAPTER 25, SECTION 2510. ALL STUCCO APPLICATION DETAILS, INCLUDING BUT NOT LIMITED TO:
   - ALL STUCCO CONTROL JOINTS
   - KICK-OUT DETAILS
   - "L" FLASHING
   - HORIZONTAL LATH AND PAPER DETAILS
   - PIPE PENETRATION DETAILS
   - VENT PENETRATION DETAILS
   - WEEP SCREED DETAILS
   - CONDUIT PENETRATION DETAILS
   - CASING BEAD DETAILS
   - DRIP EDGE DETAILS
   - CANTILEVER DRIP EDGE DETAILS
   - CORNER BEAD DETAILS
   - WINDOW CASING DETAILS
   - STUCCO TO SIDING TRANSITION DETAILS
   - WINDOW FLASHING DETAILS
4. SIDING TO BE INSTALLED PER ASTM C1186 STANDARD SPECIFICATIONS FOR FLAT FIBER CEMENT SHEETS.

ARCHITECTS
AB Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

	DATE	△ DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		

KOLTER HOMES
CREATING BETTER COMMUNITIES
701 S. OLIVE AVE #104 WEST
PALM BEACH, FL 33401
PH# (561) 682-9500

CRESSWIND
PALM BEACH

REAR ENTRY
MONUMENT
SIGN

PROJECT#:
KH200.000/25027

PAGE:

GENERAL
NOTES

170 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

STATE OF FLORIDA · ROLAND A. ABOUCHACRA · AR93723 · REGISTERED ARCHITECT

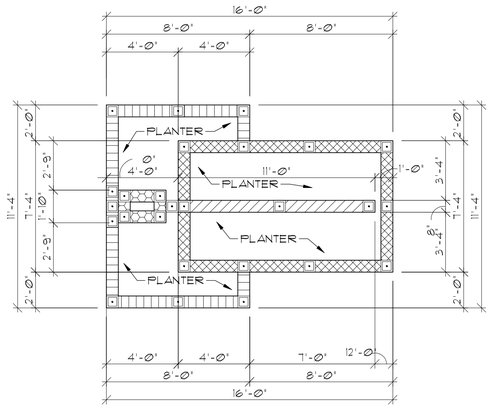
Digitally signed by Roland Abouchacra
Date: 2025.06.16 08:54:16-04'00'

ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 6/16/25

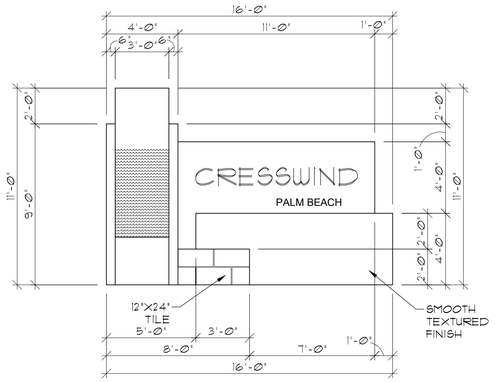
SCALE: AS NOTED

SHEET
GN

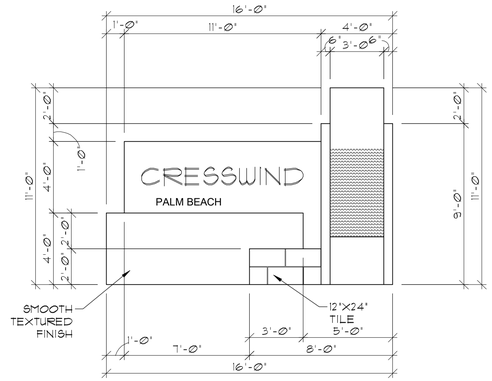


FLOOR PLAN

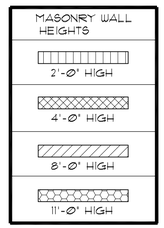
SCALE: 1/4 = 1'-0"



FRONT ELEVATION



REAR ELEVATION



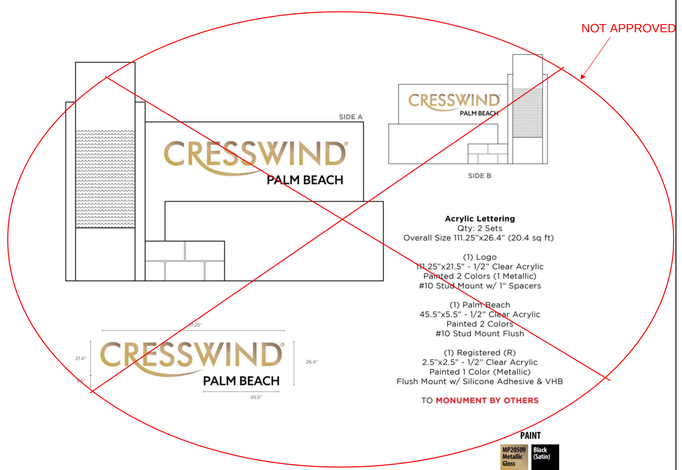
City of Westlake
Planning and Zoning Department

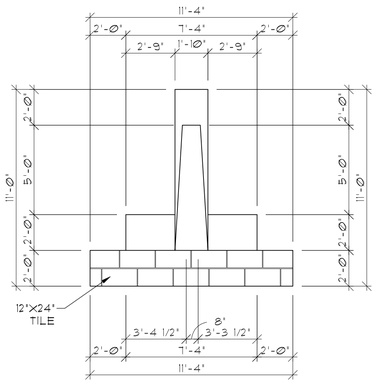
APPROVED

By: Santiago Cleves
06/17/2025

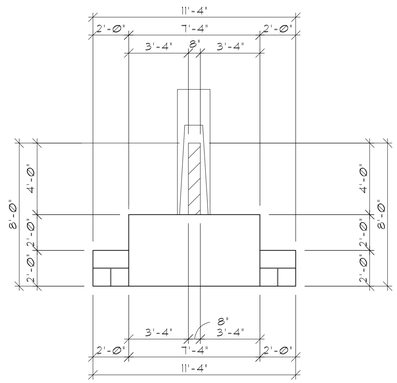
COLOR SHALL MATCH THE OTHER MONUMNET SIGN IN THE CITY

NOT APPROVED





LEFT ELEVATION



RIGHT ELEVATION

wo.400338 v.06.12.25 Kolter Homes - Treasure Coast - Cresswind Palm Beach Monument Lettering

ONSIGHT C. SILVEIRA C. DEMING

This document is the property of OnSight Industries, LLC. The information and technology embodied herein shall not be reproduced or copied in whole or in part without previous authorization in writing from OnSight Industries, LLC. 900 Central Park Drive, Sanford, FL 32771 P:407.830.8881 F:407.830.5569 onsightindustries.com

ARCHITECTS
Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	△ DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	

KOLTER HOMES
CREATING BETTER COMMUNITIES
701 S. OLIVE AVE #104 WEST
PALM BEACH, FL 33401
PH# (561) 682-9500

CRESSWIND
PALM BEACH

REAR ENTRY
MONUMENT
SIGN

PROJECT#:
KH200.000/25027

PAGE:

PLAN &
ELEVATIONS

170 MPH EXP. C

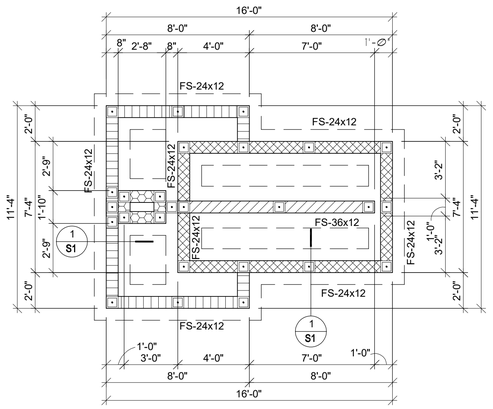
ARCHITECT:
STATE OF FLORIDA

STATE OF FLORIDA · ROLAND A. ABOUCHACRA · AR93723 · REGISTERED ARCHITECT

Digitally signed by Roland Abouchacra
Date: 2025.06.16 08:54:23-04'00'

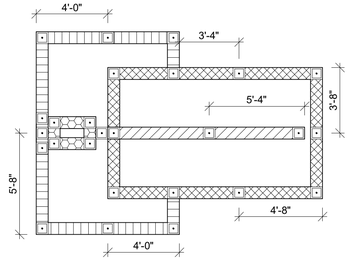
ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 6/16/25
SCALE: AS NOTED
SHEET
A1



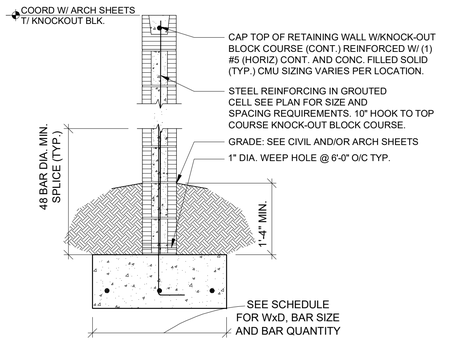
FOUNDATION PLAN

SCALE: 1/4 = 1'-0"



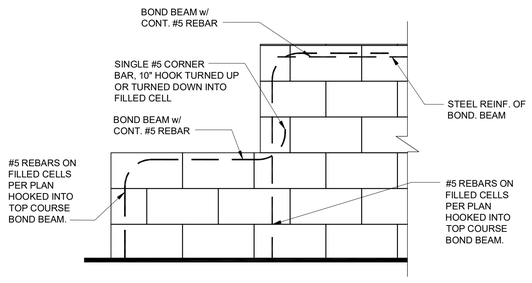
DOWEL PLAN

SCALE: 1/4 = 1'-0"



1 SCREEN WALL SECTION

SCALE: 3/4"=1'-0"



2 CHANGE IN ELEVATION OF BOND BEAM

SCALE: 3/4"=1'-0"

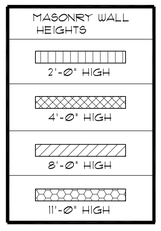
FOUNDATION NOTES

1. SEE SLAB SCHEDULE FOR SLAB REQUIREMENTS. SEE GENERAL NOTES FOR COMPACTING REQUIREMENTS.
2. TOP OF FINISHED SLAB SHALL BE +-0'-0".
3. COLUMN AND FOOTING CENTERLINES, SHALL COINCIDE UNLESS DIMENSIONED OTHERWISE.
4. REFERENCE ELEVATION +-0'-0", SEE SURVEY PLOT FOR NAVD.
5. PROVIDE A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT SHOULD BE IN ACCORDANCE WITH THE RULES AND LAWS AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
6. PROVIDE ISOLATION JOINTS BETWEEN INTERIOR AND EXTERIOR SLABS ON GRADE: PROVIDE 1/2" FELT PAPER AT THE JOINT.
7. COORDINATE SLAB ELEVATIONS, STEPS, AND SLOPES WITH ARCHITECTURAL DRAWINGS.
8. SEE ARCHITECTURAL DRAWINGS FOR THE ORIENTATION OF THE BUILDING.
9. WINDOWS, DOORS AND ROUGH OPENINGS ARE TO BE COORDINATED WITH THE WINDOW/DOOR TYPES AND LOCATIONS NOTED ON THE ARCHITECTURAL DRAWINGS AND WITH THE MANUFACTURES SPECIFICATIONS.
10. SEE ARCHITECTURAL DRAWINGS FOR WALKWAY SLAB LAYOUT.
11.⊡INDICATES #5 BAR, ⊡INDICATES #6 BAR,■INDICATES #7 BAR VERTICAL REINFORCING BAR IN CELLS FILLED WITH GROUT. ENDS OF REINF. BARS SHALL BE HOOKED INTO FOUNDATION BOND BEAM OR TIE BEAMS WITH AN ACI STANDARD 90° HOOK. BARS SHALL BE PLACED AS SHOWN IN HE PLANS.
12. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THEN 48 BAR DIAMETERS (#5 = 30", #6 =36"), AND REINFORCING SHALL BE CONTINUOUS.
13. RATIONAL ANALYSIS WAS PERFORMED TO DETERMINE SIZE AND STEEL REINFORCING FOR ALL FOUNDATIONS. DESIGNED WAS BASED ON ALL ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. TRANSFER REINFORCING (TOP STEEL) HAS BEEN DELETED UNLESS NOTED OTHERWISE.
14. VERTICAL REINFORCING IN CMU SHALL BE #5'S AS SHOWN ON THIS PLAN, UNLESS OTHERWISE NOTED IN THE PLAN. ONE REINFORCING BAR SHALL BE:
A) IN ALL WALL INTERSECTIONS B) CHANGES IN ELEVATION
C) EACH SIDE OF ALL OPENINGS D) ALL CORNERS
15. STRUCTURAL DESIGN IS IN ACCORDANCE WITH TMS 402/802-16, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES AND THE COMMENTARY. CONSTRUCTION SHALL BE IN ACCORDANCE WITH TMS 402/602-16, USING: F'm = 2,000 PSI, TYPE "M" OR"S" MORTAR, ASTM C476 GROUT (3000 PSI), UNITS LAID IN RUNNING BOND.
16. WIRE WELDED MESH LOCATED IN THE MIDDLE TO UPPER ⅓ OF SLAB SUPPORTED 3'-0" O/C MAX. SEE PLAN FOR WWM SIZE.

INSPECTOR NOTE:

INSPECTOR NOTE:

1. STRUCTURE WAS DESIGNED BASED ON CHAPTER 16, SECTION 1609 OF THE 2023 FLORIDA BUILDING CODE, 8TH EDITION.



GENERAL NOTES:

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND SITE DRAWINGS. CONSULT ARCHITECTURAL DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS. APPLICABLE BUILDING CODE STANDARDS: FBC-R 2023, 8th EDITION
ACI 318-19, BUILDING CODE REQUIREMENTS
FOR STRUCTURAL CONCRETE. TMS 402/602-16 AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS 2016, ASCE 7-22 AND AISC SPECIFICATIONS

ALL DETAILS AND SECTIONS SHOW ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. DO NOT SCALE THE DRAWINGS. FOLLOW WRITTEN DIMENSIONS ONLY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED PART OF THE WORK.

THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCES TO INSURE SAFETY OF THE BUILDING AND ITS COMPONENTS
DURING ERECTION. THIS WORK INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE-DOWNS.

THE CONTRACTOR SHALL SUPPLEMENT THE MINIMUM REQUIRED FOUNDATION AND SITE PREPARATION REQUIREMENTS AND SLAB-ON-GRADE THICKNESS TO HANDLE CONSTRUCTION LOADS.

DO NOT SCALE DRAWINGS. THE CONTRACTOR AND SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO WORK PERFORMED AND SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE FOUND.

DESIGN LOADS:

ROOF: LIVE LOAD FLOOR: LIVE LOAD 40 psf
20 psf TOP CHORD -non-concurrent
10 psf BTM CHORD -non-concurrent
200lb CONCENTRATED LOAD ALL BTM CHORD PANEL JOINTS (HVHZ ONLY)-non-concurrent

DEAD LOAD DEAD LOAD
15 psf TOP CHORD 20 psf TOP CHORD
(10 psf w/ ASPHALT SHINGLES) (10 psf w/ No GYPCRETE)
10 psf BTM CHORD 5 psf BTM CHORD
DEAD LOAD TO RESIST WIND UPLIFT: 10psf

BALCONY LIVE LOAD 60 psf

WIND: DEAD LOAD SPEED =170 MPH 3- SECOND GUST
(ASCE 7-22 (FBC R2023) EXPOSURE C, RISK CATEGORY II)
LIVE LOADS: UNINHABITABLE ATTIC WITHOUT STORAGE: 10psf, UNINHABITABLE ATTIC WITH LIMITED STORAGE: 20psf, HABITABLE ATTICS AND ATTICS SERVED WITH FIXED STAIRS: 30psf,
DECKS: 40psf, GUARDS AND HANDRAILS: 200psf, GUARD IN-FILL COMPONENTS: 50psf, PASSENGER VEHICLE GARAGES: 50psf, ROOMS OTHER THAN SLEEPING ROOM: 40psf, SLEEPING ROOMS: 30psf, STAIRS: 40psf

SHOP DRAWING REVIEW:

SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGNING INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.

ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTORS PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. SHOP DRAWINGS IN THE FORM OF REPRODUCIBLE SEPIAS OF STRUCTURAL DRAWINGS (CONTRACT DOCUMENTS) ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION FROM THE ENGINEER. IN ALL INSTANCES, THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS CHECKED, UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.

FOUNDATION/ SITE PREPARATION:

FOOTINGS WERE DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 psf, FOOTING EXCAVATIONS AND SLAB SUB-GRADE SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY, DETERMINED IN ACCORDANCE WITH ASTM D-1557. TREAT ALL SOIL FOR TERMITE PROTECTION.

THE OWNER SHALL RETAIN THE SERVICES OF AN INDEPENDENT GEO-TECHNICAL ENGINEER TO VERIFY SUCCESSFUL COMPLETION OF SITE PREPARATION EFFORTS. LOCATIONS FAILING TO MEET THE GEO-TECHNICAL ENGINEER'S REQUIREMENTS SHALL BE RE-COMPACTED AND RETESTED AT THE CONTRACTOR'S EXPENSE, AND AS DIRECTED BY THE ENGINEER. WRITTEN CERTIFICATION THAT THE MINIMUM DESIGN BEARING CAPACITY, AND THAT THE COMPACTION REQUIREMENTS HAVE BEEN MET SHALL BE MADE BY THE GEO-TECH. ENGINEER. IF BUILDING PAD AREA TESTING RESULTS IN SOIL BEARING CAPACITY THAT IS LESS THAN THE DESIGN BEARING CAPACITY, IT IS THE RESPONSIBILITY OF THE BUILDER TO NOTIFY THE ENGINEER OF RECORD (VIA WRITTEN R.F.I.) SO THAT THE FOUNDATION CAN BE MODIFIED ACCORDINGLY PRIOR TO START OF CONSTRUCTION. ENGINEER SHALL TAKE NO RESPONSIBILITY FOR NEGLIGENCE BY BUILDER IN THIS ASPECT OF CONSTRUCTION.

CONCRETE:

CONCRETE SHALL ACHIEVE MINIMUM 28 DAY COMPRESSIVE STRENGTHS AS FOLLOWS:

2,500 PSI REGULAR WEIGHT FOR FOOTINGS, AND SLAB-ON-GRADE
3,000 PSI REGULAR WEIGHT FOR BEAMS, COLUMNS, AND 5" STRUCTURAL TERRACE SLAB.

CONTRACTOR SHALL SUBMIT PROPOSED MIX DESIGNS, WITH HISTORICAL STRENGTH DATA FOR EACH SEPARATE MIX PRIOR TO CONCRETE PLACEMENT. CONCRETE SLUMP SHALL NOT EXCEED 5" +/- PRIOR TO THE ADDITION OF PLASTICIZER.

CONCRETE SHALL COMPLY WITH ALL THE REQUIREMENTS OF ACI 318-19 AND ASTM C-94/C-94M OR MEASURING, MIXING, TRANSPORTING, ETC. CONCRETE TICKETS SHALL BE TIME-STAMPED WHEN CONCRETE IS BATCHED. THE MAXIMUM TIME ALLOWED FROM WHEN WATER IS ADDED TO THE MIX UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED 90 MINUTES. IF FOR ANY REASON THERE IS A DELAY IN SUCH THAT A BATCH IS HELD FOR LONGER THAN 90 MINUTES, THE CONCRETE SHALL NOT BE PLACED. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LABORATORY TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NON COMPLIANCE WITH THE ABOVE.

REQUIRED CONCRETE COVERAGE OVER REBAR SHALL BE AS FOLLOWS:
A. 3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH (FOUNDATIONS):
B. FOR CONCRETE EXPOSED TO EARTH AND/OR WEATHER:
1-1/2" FOR #5 AND SMALLER
2" FOR #6 AND LARGER
C. FOR CONCRETE NOT EXPOSED TO WEATHER
3/4" FOR SLABS, WALLS AND JOISTS
1-1/2" FOR BEAM AND COLUMN PRIMARY REINFORCEMENT, TIES, STIRRUPS

ALL AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33/C33M. MAXIMUM AGGREGATE SIZE SHALL BE 3/4".

PROVIDE 6% AIR ENTRAINED CONCRETE EXPOSED TO EARTH OR WEATHER

ALL EXPOSED EDGES OF CONCRETE ARE TO BE CHAMFERED 3/4".

PROVIDE 6-MIL CONTINUOUS POLYETHYLENE VAPOR BARRIER MEMBRANE UNDER ALL SLABS-ON-GROUND WHERE INDICATED ON DRAWINGS. SEAMS LAPPED 6 INCHES AND SEALED WITH ADHESIVE TAPE.

FORM-WORK:

FORM-WORK, SHORING, AND BRACING FOR ALL CONCRETE BEAMS, SLABS, COLUMNS, WALLS, AND FOOTINGS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ACI 347 LATEST EDITION, "RECOMMENDED PRACTICE FOR CONCRETE FORM-WORK.

EXCLUSIONS FROM THESE PLANS:

WATERPROOFING, FLASHING, SOUND ISOLATION, FIRE SEPARATION, OR OTHER NON STRUCTURAL ITEMS ARE NOT PART OF THE STRUCTURAL PLANS AS THEY ARE NOT CONSIDERED TO BE STRUCTURAL DEPENDING ON THE TYPE OF CONSTRUCTION THESE ITEMS SOME OR ALL MAY BE REQUIRED BUT ARE BY OTHERS.

WELDED WIRE MESH:

WELDED WIRE MESH, SHALL BE ASTM A1064/1064M, GRADE 65, FREE FROM OIL, SCALE, AND RUST, AND BE PLACED IN ACCORDANCE WITH THE ACI TYPICAL DETAILS. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO INCHES. WIRE MESH FOR SLABS SHALL BE SUPPORTED WITH 2" CHAIRS SPACED 3'-0" OC, EACH WAY.

REINFORCING STEEL:

REBAR SHALL BE ASTM A615/615M GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE, AND RUST AND PLACED IN ACCORDANCE W/ THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF THE ACI STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL SUBMIT REBAR SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION. HORIZONTAL AND VERTICAL BARS SHALL LAP 6 x BAR NO. UNSCHEDULED FIELD LAPS ARE SUBJECT TO ENGINEER'S REVIEW.
TYP. MIN LAPS SHALL BE AS FOLLOWS: #4 BAR - 25" #6 BAR - 36"
#5 BAR - 30" #7 BAR - 42"

PROVIDE 36" x 36" CORNER BARS, BOND BEAM ONLY, LAPPED AND TIED TO EACH BEAM REBAR, SEE DETAILS FOR ADDITIONAL INFORMATION.

ALL VERTICAL REINFORCING BARS IN CMU CELLS SHALL BE ANCHORED IN THE FOOTING, THICKENED SLAB, BEAM OR LINTEL SUPPORTING THE WALL AT THE TOP AND BOTTOM WITH MINIMUM 10 INCH HOOKS OR BENDS AND SHALL BE CONTINUOUS THROUGHOUT THE HEIGHT OF THE WALL.

RUN REINFORCING BARS CONTINUOUSLY LAPPED AT SPLICES AND AROUND CORNERS. DOWEL INTO INTERSECTING WALLS AND HOOK AT ENDS. STAGGER SPLICES WHEREVER POSSIBLE.

DO NOT CUT OR DISPLACE REINFORCING STEEL TO ACCOMMODATE THE INSTALLATION OF EMBEDDED ITEMS WITHOUT THE APPROVAL OF THE ENGINEER.

MASONRY:

MASONRY CONSTRUCTION AND MATERIALS SHALL CONFORM WITH ALL REQUIREMENTS OF THE "SPECIFICATION MASONRY STRUCTURES" (TMS 402, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES AND SPECIFICATIONS FOR MASONRY STRUCTURES AND COMMENTARIES), AS PUBLISHED BY THE MASONRY STANDARDS JOINT COMMITTEE.

MASONRY WALLS SHALL BE LAID IN A RUNNING BOND PATTERN. PROVIDE 9 GA. LADDER TYPE HORIZONTAL JOINT REINFORCING AT 16" O.C. TYP. (VERIFY WIDTH PER PLAN)

ALL BLOCK WALLS SHALL BE TWO-CELL HOLLOW CONCRETE MASONRY REGULAR SIZE BLOCK MANUFACTURED IN CONFORMANCE WITH ASTM C-90, GRADE f'm = 2000 PSI. BLOCK SHALL BE PLACED USING RUNNING BOND UNLESS OTHERWISE NOTED. LAY-UP MASONRY WALLS TO BOTTOM OF TIE BEAMS BEFORE PLACING CONCRETE FOR IN-WALL COLUMNS. GROUT USED TO FILL MASONRY CELLS SHALL COMPLY WITH ASTM C-476, AND SHALL PROVIDE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS SPECIFICALLY NOTED OTHERWISE ON FOUNDATION PLAN. THE GROUT MIX SHALL HAVE A MAXIMUM 3/8" COURSE AGGREGATE, AND SHALL BE PLACED W/ A SLUMP OF 8" TO 10". USE ONLY MECHANICAL VIBRATION TO CONSOLIDATE GROUT.

TYPE "M" OR "S" MORTAR SHALL BE USED EXCLUSIVELY ON THIS PROJECT. MORTAR SHALL BE PROPORTIONED AND MIXED AS OUTLINED UNDER ASTM C-270. HORIZONTAL AND VERTICAL MORTAR JOINTS SHALL BE 3/8" THICK UNLESS OTHERWISE NOTED. REMOVE MORTAR PROTRUSIONS THAT EXTEND INTO CELLS TO BE FILLED. ALLOW A MINIMUM OF 72 HOURS FOR MORTAR TO CURE PRIOR TO GROUTING CELLS.

FILL CMU CELLS SOLID WITH GROUT AT ALL CELLS TO RECEIVE EXPANSION ANCHORS AND/OR VERTICAL REINFORCING.

LAP VERTICAL REBAR 6 X BAR NO. (48 BAR DIAMETERS)., U.N.O.

MASONRY CONSTRUCTION SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF A "CERTIFIED STRUCTURAL MASONRY CONTRACTOR". THE SUPERVISOR OF THE MASONRY PORTION OF THE PROJECT SHALL BE A "CERTIFIED STRUCTURAL MASONRY CONTRACTOR" OR A "CERTIFIED STRUCTURAL MASON" AS RECOGNIZED BY THE FLORIDA CONCRETE AND PRODUCTS ASSOCIATION (FC&PA). THE SENIOR MASONRY SUPERVISOR WILL BE RESPONSIBLE TO ASSURE THAT THE WORK IS ACCOMPLISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE MASONRY CONTRACTOR SHALL SUBMIT CREDENTIALS FROM THE FC&PA TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO BIDDING.

STRUCTURAL STEEL:

THE MATERIAL, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL COMPLY WITH THE SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, 9TH EDITION, BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION. STRUCTURAL STEEL SHALL BE ASTM A36/A36M, Fy = 36 ksi FOR ANGLES, PLATES, AND W-SHAPES. STRUCTURAL TUBING SHALL BE ASTM A500/A500M, GRADE B, Fy = 46 ksi. STRUCTURAL PIPE SHALL BE ASTM-A53/A53M, GRADE B, TYPE E OR S, Fy = 35 ksi. TUBE AND PIPE COLUMNS SHALL BE CONCRETE-FILLED IN THE SHOP.

ANCHOR BOLTS AT THE COLUMN BASES SHALL BE ASTM A307 BOLTS WITH DOUBLE-NUT LEVELING. ALL OTHER BOLTS SHALL BE ASTM F3125/F3125M BOLTS WITH WASHERS UNDER THE TURNED ELEMENT. BOLTS SHALL BE TIGHTENED IN ACCORDANCE WITH THE TURN-OFF-THE-NUT METHOD.

ALL ANCHOR BOLTS SHALL BE GALVANIZED STEEL

FOOTING SCHEDULE

PROVIDE CORNER BARS, SAME SIZE QUANTITY AS BARS IN FOUNDATION, WITH 30" LEG EACH WAY.

MARK	WIDTH	LENGTH	THICKNESS	BOTTOM REINF.		TOP REINF.	T.O.F.
				SHORT	LONG		
FS-24x12	24"	CONT.	12"	-	(3) #5's	-	-1'-4"
FS-36x12	36"	CONT.	12"	-	(3) #5's	-	-1'-4"

ARCHITECTS

Design Group LLC.

1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	

KOLTER HOMES
CREATING BETTER COMMUNITIES
701 S. OLIVE AVE #104 WEST
PALM BEACH, FL 33401
PH# (561) 682-9500

CRESSWIND
PALM BEACH

REAR ENTRY MONUMENT SIGN

PROJECT#:
KH200.000/25027

PAGE:

STRUCTURAL PLANS & NOTES

170 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

STATE OF FLORIDA ROLAND A. ABOUCHACRA AR93723 REGISTERED ARCHITECT

Digitally signed by Roland Abouchacra
Date: 2025.06.16 08:54:30-04'00'

ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 6/16/25

SCALE: AS NOTED

SHEET
S1

CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
Phone: (561) 530-5880
www.westlakegov.com

DATE:	3/13/2026
APPLICATION NUMBER:	MSP-2026-02 (PL202600011)
DESCRIPTION:	Cresswind Palm Beach – Rear Entrance Monument
APPLICANT:	Urban Design Studio
OWNER:	KH Westlake LLC
REQUEST:	Master Signage Plan Review
LOCATION:	Westlake, FL
STAFF REVIEW:	**RECOMMENDATION OF APPROVAL**

The Engineering Department recommends approval of the plans submitted on 03-05-2026.

The following documents were reviewed by the Engineering Department as part of this resubmittal package:

1. 1) Cresswind Master Sign Plan Application.pdf, dated 03/05/26
2. 2) Cresswind Master Sign Plan Permit Fee Authorization.pdf, dated 03/06/26
3. 3) Cresswind MSP Justification.pdf, dated 03/05/26
4. 4) Cresswind Rear Entry Monument Sign Plans.pdf, dated 03/05/26

This letter has been prepared by the following individual, in association with their consultants and subconsultants:

Suzanne Dombrowski, P.E.
Chen Moore and Associates
Tel: 561.746.6900 x 1035
Email: sdombrowski@chenmoore.com

3/9/22b

CITY OF WESTLAKE
Planning and Zoning Department
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
Phone: (561) 530-5880
www.westlakegov.com

DEPARTMENTAL USE ONLY
Ck. #_____
Fee: _____
Intake Date: _____
PROJECT #

APPLICATION FOR MASTER SIGNAGE PLAN

CITY COUNCIL MEETING DATE: April 7, 2026

*The **City Council** meets on **the first Tuesday of the month at 6:00 p.m.,*** at The Lodge at Westlake Adventure Park located at 5490 Kingfisher Blvd., Westlake, Florida.

See page 3 for review process and submittal deadline.

INSTRUCTIONS TO APPLICANTS:

1. **Please complete all sections of this application. If not applicable, indicate with N/A.**
2. **Provide all required documents as requested in the Master Signage Plan Application. If not applicable, indicate with N/A.**
3. **The applicant must be present at scheduled City Council meeting.**

I. PROJECT DESCRIPTION AND APPLICANT INFORMATION

PROJECT NAME: Cresswind Palm Beach- Rear Entrance Monument

PROJECT ADDRESSS: 4865 Gulf Place, Westlake, FL 33470

DESCRIPTION OF PROJECT: Proposed monument at the rear entrance of Cresswind Palm Beach designed to match the overall design theme of the previously approved front entrance monument.

Estimated Project Cost: $80,000

Property Control Number (PCN): 77-40-43-12-13-019-40

Section/Township/Range: _____

Property Owner(s) of Record (Developer) KH Westlake LLC

Address: 1st Street # 105, Delray Beach, FL 33444

Phone No.: Contact Agent Fax No. _____ E-mail Address: Contact Agent

Applicant/Agent (if other than owner, complete *Acknowledgement and Consent* section on page 2):

Name: Wendy Tuma & John L. Clark, Urban Design Studio

Address: 610 Clematis Street Suite CU-02, West Palm Beach, FL 33401

Phone No.: 561-366-1100 Fax No.: _____ E-mail Address: JClark@udsflorida.com

II. LAND USE & ZONING

A) ZONING DISTRICT Residential **B) FUTURE LAND USE DESIGNATION** _____

C) EXISTING USE(S) Gulf Place- Cresswind Palm Beach rear entrance to neighborhood

D) PROPOSED USE(S) Proposed rear entrance monument for Cressswind Palm Beach

III. ADJACENT PROPERTIES

	EXISTING USE(S)	FUTURE LAND USE DESIGNATION	ZONING DISTRICT
SUBJECT PROPERTY	Gulf Place- Neighborhood Entrance	R-2	R-2
NORTH	Planned neighborhood park	R-2	R-2
SOUTH	ROW- Persimmon Blvd	R-2	R-2
EAST	HOA Greenspace	R-2	R-2
WEST	HOA Greenspace	R-2	R-2

IV. OWNER AND APPLICANT/AGENT ACKNOWLEDGEMENT AND CONSENT

Consent statement (to be completed if owner is using an agent)

I/we, the owners, hereby give consent to Urban Design Studio to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the application and property I/we own described in the application. By signing this document, I/we affirm that I/we understand and will comply with the provisions and regulations of the

City of Westlake, Florida, Code of Ordinances. I/we further certify that all of the information contained in this application and all the documentation submitted is true to the best of my/our knowledge.

Brian Grove (KH Westlake LLC)	John L. Clark, Urban Design Studio
Owner's Name (please print)	Applicant/Agent's Name (please print)
Owner's Signature	John L. Clark Applicant/Agent's Signature
3/5/2026 Date	03/05/2026 Date

V. APPLICATION FEES

See City of Westlake Fee Schedule

VI. ADMINISTRATIVE COSTS

The owner/applicant agrees to compensate the City for all additional administrative costs, actual or anticipated, including, but not limited to, engineering fees, consultant fees, and special studies prior to the processing of the application or not later than 30 days after final application approval whichever is determined as appropriate by the City. **Failure to make such payment shall be grounds for withholding a building or zoning permit**. Costs associated with advertising for public hearings and other public notice requirements are the responsibility of the owner/applicant. The fee shall be paid prior to such application being scheduled for a public hearing requiring notice.

Owner's Signature to Acknowledge	3/5/2026 **Date**

VII. SUBMITTAL REQUIREMENTS

The applicant shall submit the following documents to the City of Westlake **forty-five (45) business days** prior to the desired council meeting date:

1) Complete signed application form as provided by the City and all required fees and costs.

2) Final Submittal Signage Package: Digital and Three (3) 11x17 sets *of plans, documents, and exact rendering of all proposed signage, and proposed modification, construction, or addition. Color photographs or prints as close to the actual colors to be used must be supplied. Since color printers often do not display the correct color,* ***provide specific color names and numbers****.*

3) *Any other documents, maps, photographs, or drawings that may help clarify the position of the applicant.*

NOTE: All renderings, models, drawings, photos, etc., will become the property of the City of Westlake.

CRESSWIND- PALM BEACH
Master Sign Plan Amendment
Justification Statement

urban design studio

Urban Planning and Design
Landscape Architecture
Communication Graphics

Application Number: MSP-2026.02

Submittal: March 10, 2026

Introduction

The Applicant (KH Westlake, LLC) is requesting approval of a Master Sign Plan (MSP) Amendment for the Cresswind – Palm Beach community located within the City of Westlake, Florida.

The purpose of this request is to permit a residential entry monument at the rear community entrance that is consistent in design, scale, and architectural character with the previously approved and constructed Cresswind Palm Beach entry monuments.

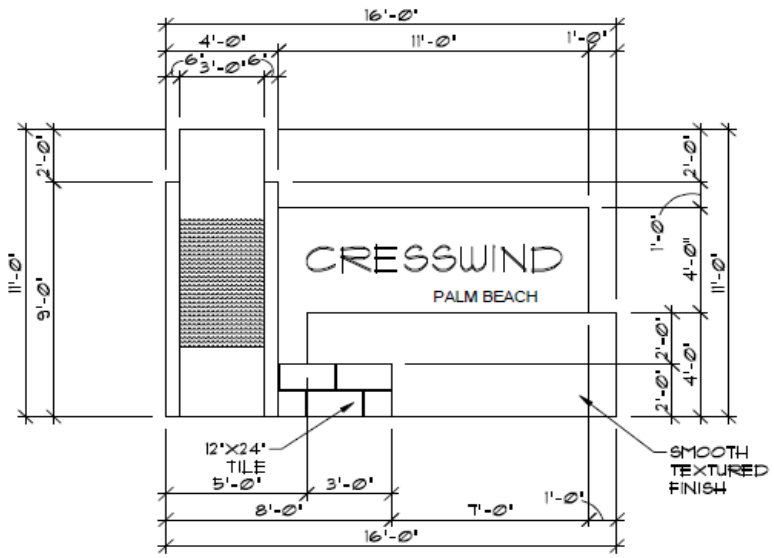
Subject Request

The Applicant proposes to install a rear entrance monument sign within the landscaped median of the secondary community entrance that complements the established Cresswind entry feature design. The monument is integrated into the entry wall and incorporates the same architectural vocabulary, materials, and branding elements as the approved primary entrance signage.

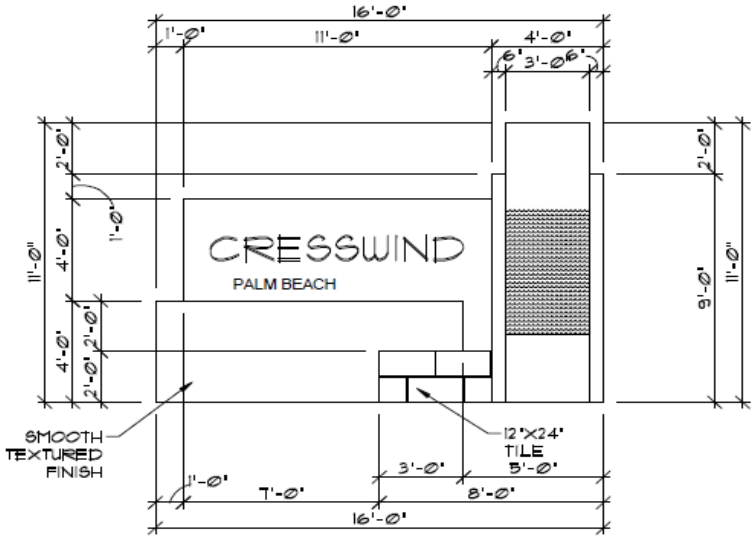
A MSP Amendment is required because certain dimensional aspects of the proposed monument do not strictly comply with Section 113-8 of the City of Westlake Sign Code. Importantly, the request does not introduce a new sign type but rather extends the established Cresswind monument design to the rear access point in order to maintain visual continuity throughout the community.

Figure 113-11-3. Residential Pod Entry Monument

Proposed Cresswind- Palm Beach Rear Entry Monument



FRONT ELEVATION



REAR ELEVATION

Previously Approved Primary Entrance Monument

Copy Area Compliance

As demonstrated on the submitted elevations, the proposed monument provides approximately 44

square feet of sign copy area, which remains below the maximum 60 square feet permitted for Residential Pod Entry Monuments under Section 113-8 of the City of Westlake Sign Code. The remaining portions of the monument consist of architectural elements and decorative features that are not considered sign area.

Design Consistency with Approved Cresswind Monument

The proposed rear entrance monument is designed to complement the previously approved and constructed Cresswind – Palm Beach entry signage. While the rear monument is not an exact replica and is scaled appropriately for the secondary entrance, it incorporates the same architectural vocabulary, material palette, proportions, and branding elements established at the primary community gateway.

This coordinated design approach maintains a unified and cohesive visual identity throughout the development while appropriately distinguishing the secondary entrance feature. The monument therefore remains fully consistent with the established character and design intent of the Cresswind – Palm Beach community.

Waivers Requested

Waiver Request No.	Sign Type	Code Requirement	Applicant Proposal	Deviation
1	Residential Pod Entry Monument	Maximum base height: 7 feet per Fig. 113-11-3 of the City of Westlake Sign Code	Monument base height of 8 feet	Required 7 ft, Proposed 8 ft, Deviation +1 ft
2	Residential Pod Entry Monument	Maximum totem width: 2’-10” per Fig. 113-11-3 of the City of Westlake Sign Code	Totem width of 3 feet.	Required 2’-10”, Proposed 3’-0”, Deviation +2”
3	Residential Pod Entry Monument	Standard freestanding Residential Pod monument per Fig. 113-11-3	Architecturally integrated monument incorporated into masonry entry wall consistent with approved Cresswind entry feature	Deviating from freestanding residential monument per Fig.113-11-3.

Justification for Requested Deviations

Maintains Unified Community Identity

Cresswind – Palm Beach was approved and constructed as a coordinated master-planned

residential community with enhanced architectural entry features. Replicating the approved monument design at the rear entrance reinforces brand continuity, maintains architectural cohesion, and supports the City's high-quality design objectives.

Rear Entrance Context Minimizes Visual Impact

The subject monument is located at a secondary rear entrance serving primarily residents and invited guests. Visibility to the broader public realm is limited, and the feature does not function as the primary community gateway. As such, any dimensional deviations have minimal off-site visibility.

Architectural Integration

As demonstrated in the submitted elevations, the monument is fully integrated into a masonry/stucco entry composition measuring approximately 16 feet in width and 11 feet in height. The feature functions as an architectural gateway element rather than a typical freestanding residential pod monument and therefore warrants consideration under the Master Sign Plan alternative design provisions.

No Adverse Impacts

The constructed monument does not obstruct visibility, does not create traffic safety concerns, does not introduce excessive illumination, and remains compatible with surrounding residential development.

Consistent with Westlake MSP Intent

The City of Westlake Sign Code allows flexibility through the Master Sign Plan process to accommodate high-quality master-planned community design. The requested amendment simply extends the established Cresswind monument program to the rear entrance.

Conclusion

The requested Master Sign Plan Amendment supports a cohesive, high-quality community entrance design that is fully consistent with the established Cresswind – Palm Beach architectural theme. The rear entrance monument will not create adverse impacts and is appropriate for approval under the City of Westlake Master Sign Plan provisions. Accordingly, the Applicant respectfully requests approval of the Master Sign Plan Amendment.

The agents at Urban Design Studio are Wendy Tuma and John L. Clark and who can be reached at (561) 366-1100 or via email at WTuma@udsflorida.com and JClark@udsflorida.com. Please feel free to contact the agent with any questions or additional information in support of the requested application.

MONUMENT SIGN

FOR:

KOLTER HOMES

CREATING BETTER COMMUNITIES

DESIGN CRITERIA:

- FLORIDA BUILDING CODE (FBC), 8TH EDITION(2023)
- ALL LOCAL AND STATE CODES
- MIN. INTERIOR FINISH – CLASS C
- BASIC WIND SPEED – VULT = 170 MPH
  – VASD = 132 MPH
  RISK CATEGORY II
- EXPOSURE CATEGORY – EXPOSURE C
  - 1–STORY RESIDENCE –
  - 2–STORY RESIDENCE – MAX. HEIGHT AS PER LOCAL AND STATE CODES

CONTROL DATE

06–16–25

SQ.FT. CALC.'S

TOTAL SQUARE FOOTAGE	149

- STATE OF FLORIDA CERTIFIED BUILDING CONTRACTOR:

KOLTER HOMES
701 S OLIVE AVE
SUITE 104
WEST PALM BEACH, FL 33401

- STATE OF FLORIDA PROFESSIONAL ARCHITECT:

ROLAND ABOUCHACRA
AR NO. 93723

A.B. DESIGN GROUP, LLC.
1441, NORTH RONALD REAGAN BLVD.
LONGWOOD, FLORIDA 32750
Fax: (407) 774–4078 Tel: (407) 774–6078

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
CS	COVER PAGE
GN	GENERAL NOTES
A1	FLOOR PLAN
S1	STRUCTURAL PLANS & NOTES

DRAWING / CONTRACT DOCUMENT REVIEW BY BUILDER

THE BUILDER ASSUMES ALL LIABILITY FOR INTERPRETATION OF THE CONTRACT DOCUMENTS.

IF ANY ASPECT OF THE CONSTRUCTION (AS DESCRIBED IN THIS DRAWING SET) ARE UNCLEAR AND IN NEED OF FURTHER DETAILING OR EXPLANATION IN ORDER TO BUILD THIS PROJECT BASED ON THIS DRAWING SET, THE CORRECT PROCEDURE IS FOR THE BUILDER TO SUBMIT A WRITTEN R.F.I. (REQUEST FOR INFORMATION) TO THE ARCHITECT OR ENGINEER FOR CLARIFICATION.

AB DESIGN GROUP WILL RESPOND TO ALL WRITTEN RFI's IN WRITTEN/DRAWN FORMS IN A TIMELY MANNER. AB DESIGN GROUP TAKES NO RESPONSIBILITY FOR INTERPRETATIONS OF CONSTRUCTION BY THE BUILDER WHEN NO RFI's HAVE BEEN GENERATED FOR UNCLEAR ASPECTS OF THE CONSTRUCTION BASED ON THE DRAWING SET.

ARCHITECTS
AB Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	△ DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	

KOLTER HOMES
CREATING BETTER COMMUNITIES
701 S. OLIVE AVE #104 WEST
PALM BEACH, FL 33401
PH# (561) 682-9500

CRESSWIND
PALM BEACH

REAR ENTRY
MONUMENT
SIGN

PROJECT#:
KH200.000/25027

PAGE:

COVER
SHEET

170 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

STATE OF FLORIDA · ROLAND A. ABOUCHACRA · AR93723 · REGISTERED ARCHITECT

Digitally signed by Roland Abouchacra
Date: 2025.06.16 08:54:09-04'00'

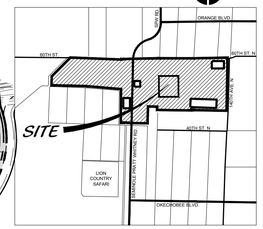
ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 6/16/25

SCALE: AS NOTED

SHEET
CS

LOCATION MAP



LEGEND

CL	CENTER LINE
DE	DRAINAGE EASEMENT
LMAE	LAKE MAINTENANCE ACCESS EASEMENT
LMA	LAKE MAINTENANCE AREA
O.S.T.	OPEN SPACE TRACT
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
WMT	WATER MANAGEMENT TRACT
AC	ACRES
REC	RECREATIONAL
UE	UTILITY EASEMENT
▬	STOP SIGN & BAR
✸	STREET LIGHTPOLE
⊗	DECORATIVE ENTRY STREETLIGHT
40	40' WIDE LOTS
50	50' WIDE LOTS
60	60' WIDE LOTS
	PROPOSED MODEL LOTS
*	PROPOSED TEMPORARY MODEL PARKING

SITE DATA

NAME OF APPLICATION, (FKA NAME)	CRESSWIND PALM BEACH
APPLICATION NUMBER	SP-2021-10
CH PROJECT NUMBER	18-1002.03
LAST BCC APPROVAL DATE	10/29/2014
LAST CITY OF W/LMASTER PLAN APPROVAL DATE	5/9/2019
RESOLUTION NUMBERS	TTD/R-2014-1646, R-2014-1647, R-2014-1648, ORDINANCE 2014-030, MPA-2018-01, MPA-2017-01, MPA-2019-01, RESO 2019-14
FUTURE LAND USE DESIGNATION	RESIDENTIAL-2
EXISTING ZONING DISTRICT	R-2 TTD/TND
SECTION/ TOWNSHIP/ RANGE/	
6 & 7 / 43 / 41	
PROPERTY CONTROL NUMBER(S)	77-41-43-06-00-000-5010 77-41-43-07-00-000-1020
EXISTING USE	VACANT/ AGRICULTURE/ UTILITY
APPROVED USE	RESIDENTIAL R-2

TOTAL POD P-1 DATA		
TOTAL POD BOUNDARY AREA	**8,500,299 SF**	**195.14 AC**
BUILDING DATA		
APPROVED DENSITY	**3.59 DU/AC**	
HOUSING TYPE	**SINGLE FAMILY DETACHED**	
PROPOSED DENSITY	**3.34 DU/AC**	
TOTAL DWELLING UNITS	**651 UNITS**	
DWELLING UNITS THIS PHASE	**199 UNITS**	
NET DENSITY THIS PHASE	**4.47 DU/AC**	
DWELLING UNITS TO DATE (PH I, PH II, PH III & PH IV)	**600**	
PHASE 1 DATA	**PHASE I**	
PHASE 1 PLAT AREA	73.17 AC	
PHASE 1 POD BOUNDARY AREA	57.31 AC	
PHASE 2 DATA	**PHASE II**	
PHASE 2 PLAT AREA	49.07 AC	
PHASE 2 POD BOUNDARY AREA	42.36 AC	
PHASE 3 DATA	**PHASE III**	
PHASE 3 PLAT AREA	51.43 AC	
PHASE 3 POD BOUNDARY AREA	49.07 AC	
PHASE 4 DATA	**PHASE IV**	
PHASE 4 PLAT AREA	47.42 AC	
PHASE 4 POD BOUNDARY AREA	34.78 AC	
PHASE 5 DATA	**PHASE V**	
PHASE 5 PLAT AREA	65.15 AC	
PHASE 5 POD BOUNDARY AREA	44.54 AC	

DWELLING UNITS DATA	**PHASE I**	**PHASE II**	**PHASE III**	**PHASE IV**	**PHASE V**
40' WIDE LOTS	35	50	60	8	18
50' WIDE LOTS	66	74	81	81	115
60' WIDE LOTS	45	28	27	46	66
TOTAL DWELLING UNITS	**146**	**152**	**168**	**135**	**199**

PHASE 5 PARKING DATA	**REQ**	**PROV**	
2 SPACE PER DWELLING UNIT	398	796	(SPACES LOCATED ON INDIVIDUAL LOTS)
PARKING SPACES IN REC. AREAS	0	75*	
(INCLUDES HANDICAP PARKING)	0	N/A	
TOTAL	**398**	**796**	
GUEST PARKING (4% OF REQUIRED)	16	75*	
BUILDING HEIGHT	**40 FT MAX.**		
NUMBER OF STORIES	**1 & 2**		

SUBDIVISION PLAN ACREAGE BREAKDOWN	
TOTAL WITHIN POD BOUNDARY	**44.54 AC**
SINGLE FAMILY LOTS (199 LOTS):	**34.93 AC**
ROADWAY TRACTS	**8.39 AC**
TRACT R-1	3.46 AC
TRACT R-2	4.93 AC
OPEN SPACE TRACTS	**1.62 AC**
O.S.T. 9 -19	1.62 AC
TOTAL WITHIN PLAT BOUNDARY	**20.61 AC**
OPEN SPACE TRACTS	**4.64 AC**
O.S.T. 1	1.91 AC
O.S.T. 2	0.48 AC
O.S.T. 3	0.25
WM TRACTS	**15.97 AC**
TRACT W-12	10.31 AC
TRACT W-13	2.96 AC
TRACT W-14	2.70 AC
TOTAL ACREAGE OF POD & PLAT AREA	**65.15 AC**

OPEN SPACE & COMMON USE	**REQ (AC)**	**PROV. PH. I**	**PROV. PH. II**	**PROV. PH. III**	**PROV. PH. IV**	**PROV. PH. V**	**TOTAL TO DATE**
(5% MIN. IN TOTAL POD BOUNDARY)	**9.76**	18.82	2.73	2.09	1.46	1.62	26.72
NEIGHBORHOOD PARK OR SQUARE	**REQ (AC)**	**PROV. PH. I**	**PROV. PH. II**	**PROV. PH. III**	**PROV. PH. IV**	**PROV. PH. V**	**TOTAL TO DATE**
MIN. 25% OF REQ. OPEN SPACE & COMMON USE	**2.44**	8.66	0.56	0.59	0.63	0.00	8.44

NOTE: SITE PLAN BASED ON SURVEY & PLAT PROPOSED BY CALHFIELD & WHEELER SURVEYING, INC.

(*) APPROXIMATLEY 75 SPACES WILL BE PROVIDED AT THE CLUB HOUSE WHICH CAN BE USED FOR GUEST PARKING. ADDITIONAL GUEST PARKING AVAILABLE ON STREET.

PROPERTY DEVELOPMENT REGULATIONS

PROPERTY DEVELOPMENT REGULATIONS

SINGLE FAMILY (PER ORDINANCE 2018-5)

	ZONING DISTRICT OR POD	MINIMUM LOT DIMENSIONS			MIN. BUILDING SETBACKS			
		SIZE	WIDTH	DEPTH	FRONT	SIDE	SIDE STREET	REAR
REQUIRED	POD P	4,500 SF	40'	75'	10' MIN 20' MAX	5'	10'	10' BUILDING 5' ACCESORY
PROVIDED	POD P	40' WIDE LOT MIN. = 5,200 SF 50' WIDE LOT MIN. = 6,500 SF 60' WIDE LOT MIN. = 7,800 SF	40'	130'	15' - BLDG 20' - FLG 15' - SLG	5'	10'	10' BUILDING 5' ACCESORY

COMP. PLAN REC. REQUIREMENTS

COMPREHENSIVE PLAN RECREATON REQUIREMENTS

NEIGHBORHOOD PARK
1510 RESIDENTS

LEVEL OF SERVICE (LOS) = 2.00 AC PER 1,000 RESIDENTS

PHASE 1 REQ (AC)	**PHASE 2 REQ (AC)**	**PHASE 3 REQ (AC)**	**PHASE 4 REQ (AC)**	**PHASE 5 REQ (AC)**	**TOTAL REQ (AC)**
0.677	0.705	0.780	0.626	0.232	**3.021**
PHASE 1 PROV (AC)	**PHASE 2 PROV (AC)**	**PHASE 3 PROV (AC)**	**PHASE 4 PROV (AC)**	**PHASE 5 PROV (AC)**	**TOTAL PROV (AC)**
6.664	0.559	0.973	0.632	0.000	**8.828**

NOTE:

PHASE 5 WILL BE PLATTED IN ITS ENTIRETY WILL INCLUDE 2 PHASES OF LAND DEVELOPMENT (5A & 5B)

AMENITIES

NEIGHBORHOOD SQAURE (CLUBHOUSE)	
QNTY:	EQUIPMENT/AMENITY:
1	CLUBHOUSE
1	MAIL KIOSK
2	CABANA
1	POOL
5	SPORT COURT
1	PARKING LOT
1	WALKING TRAIL
5	BENCH
1	PET WASTE STATION
1	TRASH CAN

NEIGHBORHOOD PARK	
QNTY:	EQUIPMENT/AMENITY:
1	MEANDERING SIDEWALK
6	BENCH
1	PET WASTE STATION
1	TRASH CAN

BLOCK LENGTH

AVERAGE BLOCK LENGTH: 585' *
AVERAGE BLOCK PERIMETER: 2,086'
*NOTE:AVERAGES EXCLUDE PERIMETER BLOCK LENGTHS

BLOCK DIM. REQUIREMENTS		
MAX. BLOCK LENGTH		
900 FT NO PED. PASS THROUGH		
1,250 FT * WITH PED. PASS THROUGH		
MAX. BLOCK PERIMETER		
MIN.	**AVERAGE**	**MAX.**
500 FT	1,500-1,800 FT	2,500 FT

(*) MAX. BLOCK FACE WITHIN A TND POD MAY BE INCREASED UP TO 1,000 FT SUBJECT TO THE FOLLOWING:

- PED. PASS THROUGH SHALL BE A MIN. OF 20 FT IN WIDTH.
- PED. PASS THROUGH SHALL INTERCONNECT WITH OTHER PEDESTRIAN PASS THROUGH OR STREET TO PROVIDE ENHANCED INTERCONNECTIVITY BETWEEN THE OUTER EDGES OF EACH TND AND A REQUIRED NEIGHBORHOOD CENTER.

LEGAL DESCRIPTION

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT O.S.T. 1, CRESSWIND PALM BEACH PHASE 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGES 120 THROUGH 126 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ON THE NORTH BOUNDARY LINE OF PERSIMMON BOULEVARD EAST - PLAT 3, AND THE EASTERLY EXTENSION THEREOF, AS RECORDED IN ROAD PLAT BOOK 12, PAGES 158 THROUGH 160 OF SAID PUBLIC RECORDS, THENCE ALONG SAID NORTH BOUNDARY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: S75°14'29"E, A DISTANCE OF 103.22 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 1,399.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 07°22'38", A DISTANCE OF 180.13 FEET TO A POINT OF NON-TANGENCY; THENCE S70°59'35"E, A DISTANCE OF 50.31 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N05°32'42"E, A RADIAL DISTANCE OF 1,410.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°46'29", A DISTANCE OF 314.38 FEET; THENCE N82°36'13"E, A DISTANCE OF 1,459.69 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 2,190.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°01'44", A DISTANCE OF 115.77 FEET TO A POINT OF NON-TANGENCY; THENCE N14°48'47"W, A DISTANCE OF 64.89 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N13°05'49"W, A RADIAL DISTANCE OF 518.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 76°07'29", A DISTANCE OF 688.23 FEET; THENCE N17°13'19"W, A DISTANCE OF 276.23 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 592.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 18°14'47", A DISTANCE OF 188.53 FEET TO A POINT OF NON-TANGENCY; THENCE N03°57'09"E, A DISTANCE OF 203.52 FEET TO THE POINT BEING ON THE SOUTH BOUNDARY LINE OF CRESSWIND PALM BEACH PHASE 4, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____ OF SAID PUBLIC RECORDS, THENCE ALONG SAID SOUTH BOUNDARY LINE, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: N87°02'51"W, A DISTANCE OF 138.00 FEET; THENCE N72°52'20"W, A DISTANCE OF 57.76 FEET; THENCE N87°02'51"W, A DISTANCE OF 130.00 FEET; THENCE N87°47'15"W, A DISTANCE OF 30.08 FEET; THENCE N86°46'06"W, A DISTANCE OF 120.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N86°46'06"W, A RADIAL DISTANCE OF 670.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°12'10", A DISTANCE OF 2.37 FEET; THENCE N03°01'44"E, A DISTANCE OF 55.78 FEET; THENCE N85°58'16"W, A DISTANCE OF 186.00 FEET; THENCE N03°01'44"E, A DISTANCE OF 25.02 FEET; THENCE N86°58'16"W, A DISTANCE OF 240.52 FEET; THENCE S09°58'31"W, A DISTANCE OF 70.38 FEET; THENCE N80°01'29"W, A DISTANCE OF 130.00 FEET; THENCE N69°30'20"W, A DISTANCE OF 57.03 FEET; THENCE N80°47'51"W, A DISTANCE OF 130.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF CRESSWIND PALM BEACH PHASE 2, AS RECORDED IN PLAT BOOK 130, PAGES 199 THROUGH 205 OF SAID PUBLIC RECORDS, THENCE ALONG SAID EAST BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: SAID POINT BEING ON THE CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N80°47'51"W, A RADIAL DISTANCE OF 642.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 01°00'23", A DISTANCE OF 11.28 FEET TO A POINT OF NON-TANGENCY; THENCE S89°16'47"W, A DISTANCE OF 20.38 FEET TO THE POINT BEING ON THE EAST BOUNDARY LINE OF SAID CRESSWIND PALM BEACH PHASE 4; THENCE ALONG SAID EAST BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: SAID POINT BEING ON THE CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N79°20'07"W, A RADIAL DISTANCE OF 622.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°42'54", A DISTANCE OF 62.04 FEET; THENCE S16°16'48"W, A DISTANCE OF 421.43 FEET TO THE POINT BEING ON THE SOUTH BOUNDARY LINE OF SAID PLAT; THENCE ALONG SAID SOUTH BOUNDARY LINE, THE FOLLOWING THREE (3) COURSES AND DISTANCES: N73°43'12"W, A DISTANCE OF 130.00 FEET; THENCE N68°57'46"W, A DISTANCE OF 56.20 FEET; THENCE N73°43'12"W, A DISTANCE OF 130.00 FEET TO THE POINT BEING ON THE EAST BOUNDARY LINE OF CRESSWIND PALM BEACH PHASE 3, AS RECORDED IN PLAT BOOK 132, PAGES 120 THROUGH 126 OF SAID PUBLIC RECORDS, THENCE ALONG SAID EAST BOUNDARY LINE, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: SAID POINT BEING ON THE CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S73°24'03"E, A RADIAL DISTANCE OF 1,295.47 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°06'43", A DISTANCE OF 296.46 FEET; THENCE S10°53'13"W, A DISTANCE OF 56.01 FEET; THENCE S57°18'31"W, A DISTANCE OF 35.62 FEET; THENCE N78°06'51"W, A DISTANCE OF 56.00 FEET; THENCE N33°06'51"W, A DISTANCE OF 35.36 FEET; THENCE N78°06'51"W, A DISTANCE OF 24.70 FEET TO THE POINT OF CURVE TO THE LEFT, A RADIAL DISTANCE OF 1,172.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°55'43", A DISTANCE OF 80.36 FEET TO A POINT OF NON-TANGENCY; THENCE S11°53'09"W, A DISTANCE OF 199.93 FEET TO THE POINT OF CURVE TO THE RIGHT, A RADIAL DISTANCE OF 742.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 22°44'41", A DISTANCE OF 294.55 FEET; THENCE S34°37'50"W, A DISTANCE OF 49.53 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S25°04'33"W, A RADIAL DISTANCE OF 458.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°51'49", A DISTANCE OF 78.85 FEET; THENCE N74°47'16"W, A DISTANCE OF 56.57 FEET; THENCE S15°12'44"W, A DISTANCE OF 130.00 FEET; THENCE S74°47'16"E, A DISTANCE OF 50.00 FEET; THENCE S06°43'42"W, A DISTANCE OF 56.63 FEET; THENCE S15°35'19"W, A DISTANCE OF 241.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,837,901 SQUARE FEET/65.1492 ACRES, MORE OR LESS.

DRO AMENDMENTS

ZONING STAMP

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Cresswind Palm Beach

POD P & P-1 SITE PLAN - PHASE 5
City of Westlake, Florida

Scale: 1" = 200'
0' 100' 200' 400'

DESIGNED	DEH
DRAWN	HK
APPROVED	DEH
JOB NUMBER	181002.03
DATE	12-09-21
REVISIONS	01-12-22

January 12, 2022
Drawing: 181002.03 FSBP5.DWG

SHEET SP2 OF 6

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

CRESSWIND ENTRY MONUMENT

KOLTER HOMES

ARTIST RENDERING ONLY - PLEASE REFER TO PO's FOR SPECIFIC FINISHES

THE HATCHING PATTERN FOR TILE IS NOT INDICATIVE OF COURSEWORK . PLEASE CONTACT MANAGER BEFORE TILE INSTALLATION FOR ANY QUESTIONS

GENERAL PROJECT NOTES:

1. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO REVIEW THESE PLANS. IF A CONFLICT EXISTS, THE GENERAL CONTRACTOR MUST CONTACT THE STRUCTURAL ENGINEER OF RECORD IMMEDIATELY PRIOR TO THE BEGINNING OF ANY WORK TO RESOLVE THE CONFLICT. ADDITIONAL CONSTRUCTION COSTS AS A RESULT OF NON COMPLIANCE CANNOT BE USED AS A BASIS FOR BACK CREDIT.
2. DO NOT SCALE THESE DRAWINGS, CONTACT THE CONSTRUCTION MANAGER WITH ANY CONFLICTS IN THE PLANS PRIOR TO BEGINNING ANY WORK.
3. IT IS THE INTENT THAT THESE DRAWINGS BE IN CONFORMANCE WITH THE THE FLORIDA BUILDING CODE 6th EDITION (2017), THE NEC 2014 AND ALL APPLICABLE LOCAL, COUNTY, STATE AND FEDERAL CODES, ORDINANCES, LAWS, REGULATIONS AND RESTRICTIVE COVENANTS GOVERNING THE SITE OF WORK.
4. SEE THE GENERAL CONTRACTOR FOR SCOPE OF WORK AND OR SPECIFICATIONS FOR ADDITIONAL INFORMATION.
5. SEE STRUCTURAL SHEETS FOR GENERAL STRUCTURAL NOTES.
6. ALL DIMENSIONS ARE FROM FACE OF 7 5/8" BLOCK WALL (OR EDGE OF FLOOR SLAB) TO FACE OF WALL STUD U.N.O.
7. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO DETERMINE ERECTION PROCEDURES, MEANS AND METHODS, AND SEQUENCE OF CONSTRUCTION.
8. CONTRACTOR TO FURNISH AND INSTALL CONCEALED WOOD BLOCKING (WITHIN WALLS) AS REQUIRED TO FIRMLY SECURE WALL-MOUNTED EQUIPMENT AND/OR ACCESSORIES. ALL WOOD BLOCKING IN CONTACT WITH MASONRY IS TO BE PRESSURE TREATED.
9. THE GENERAL CONTRACTOR SHALL FURNISH ANY AND ALL REPORTS RECEIVED FROM THE GEOTECHNICAL ENGINEER (SOIL REPORTS), ON THE STUDY OF THE PROPOSED SITE, TO THE STRUCTURAL ENGINEER. IN THE EVENT THE GEOTECHNICAL REPORTS DO NOT EXIST, THE SOIL CONDITION SHALL BE ASSUMED TO BE A MINIMUM DESIGN SOIL PRESSURE STATED BY THE STRUCTURAL ENGINEER OF RECORD FOR THE PURPOSE OF STRUCTURAL DESIGN. THE GENERAL CONTRACTOR SHALL ASSURE THE SOIL CONDITIONS MEET OR EXCEED THIS CRITERIA.

CONTACT INFORMATION

STRUCTURAL ENGINEER
VORTEX ENGINEERING, LLC
ADDRESS: 607 S. ALEXANDER ST., SUITE 103. PLANT CITY, FLORIDA 33563
PHONE: (813) 704-4842

ARCHITECT
SHARP DESIGN STUDIO LLC.
ADDRESS: 12100 RACE TRACK ROAD, UNIT Q1, TAMPA, FL. 33636
PHONE: (813) 408-8404

CIVIL ENGINEER
SIMMONS & WHITE
ADDRESS: 2581 METROCENTRE BLVD WEST. SUITE 3. WEST PALM BEACH, FL. 33407
PHONE: (561) 478-7848

ELECTRICAL CONSULTANT
ELECTRICAL CONSULTING GROUP
ADDRESS: 324 MONROE ST, DUNEDIN, FL 34698
PHONE: (727) 736-4903

BUILDING DATA

BUILDING CODE: FLORIDA BUILDING CODE 6TH EDITION (2017), LOCAL CODES AND REGULATIONS, NEC 2014, NFPA 70-14

LOCATION AND CLASSIFICATION

BUILDING LOCATION:	PALM BEACH COUNTY
OCCUPANCY CLASSIFICATION:	UTILITY. U
BUILDING USE:	COMMUNITY ENTRY SIGNAGE
CONSTRUCTION TYPE:	VB
ULTIMATE WIND SPEED (Vult.):	165
WIND EXPOSURE:	C

INDEX OF DRAWINGS

SHEET#	SHEET NAME
CS	COVER
SP	SITE PLAN
2.0	FOUNDATION AND FLOOR PLANS
2.1	FLOOR PLANS
3.0	ELEVATIONS
3.1	SECTIONS
E1	ELECTRICAL SITE PLAN
N1	STRUCTURAL DETAILS

- **SIGN SHOP DRAWINGS TO BE REVIEWED BY KOLTER HOMES. DO NOT USE FONT OR PLACEMENT SHOWN IN THESE DRAWINGS.**
- **TRADE PARTNERS TO ASK QUESTIONS TO KOLTER HOMES FOR PLAN DISCREPANCIES**

VORTEX ENGINEERING, LLC.
607 S. ALEXANDER ST., SUITE 103
PLANT CITY, FLORIDA 33563
813.704.4842
COA 28035

PAUL D. KIDWELL, P.E.
FL. REG # 52683

ANDREW J. MEISHEID P.E.
FL. REG # 83217

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN, AND FIND IT TO BE IN COMPLIANCE WITH SECTION 1609 OF THE FLORIDA BUILDING CODE, BUILDING (6TH EDITION).

THE ENGINEER HAS NOT REVIEWED THE PRE-ENGINEERED TRUSS MANUF. LAYOUT TO DETERMINE ANY LOAD BEARING CONDITIONS AND RESERVES THE RIGHT TO MAKE ANY CHANGES AFTER TRUSS LOAD INFORMATION IS SUPPLIED TO THE ENGINEER.

SEALED FOR STRUCTURE ONLY

REVISION:

NO	DATE	NOTES

PROJECT NAME:
CRESSWIND ENTRY MONUMENT

COMMUNITY NAME:
CRESSWIND PALM BEACH

PROJECT ADDRESS:

DRAWN BY: E. BLANCO
ISSUE DATE: 12-20-19
1/2/2020 2:43:44 PM

SHARP DESIGN STUDIO
12100 RACE TRACK ROAD,UNIT Q1
TAMPA, FL 33626
OFFICE: (813)408-8404
AA26003627

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF SHARP DESIGN STUDIO, LLC, ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY SHARP DESIGN STUDIO, LLC IS PROHIBITED.

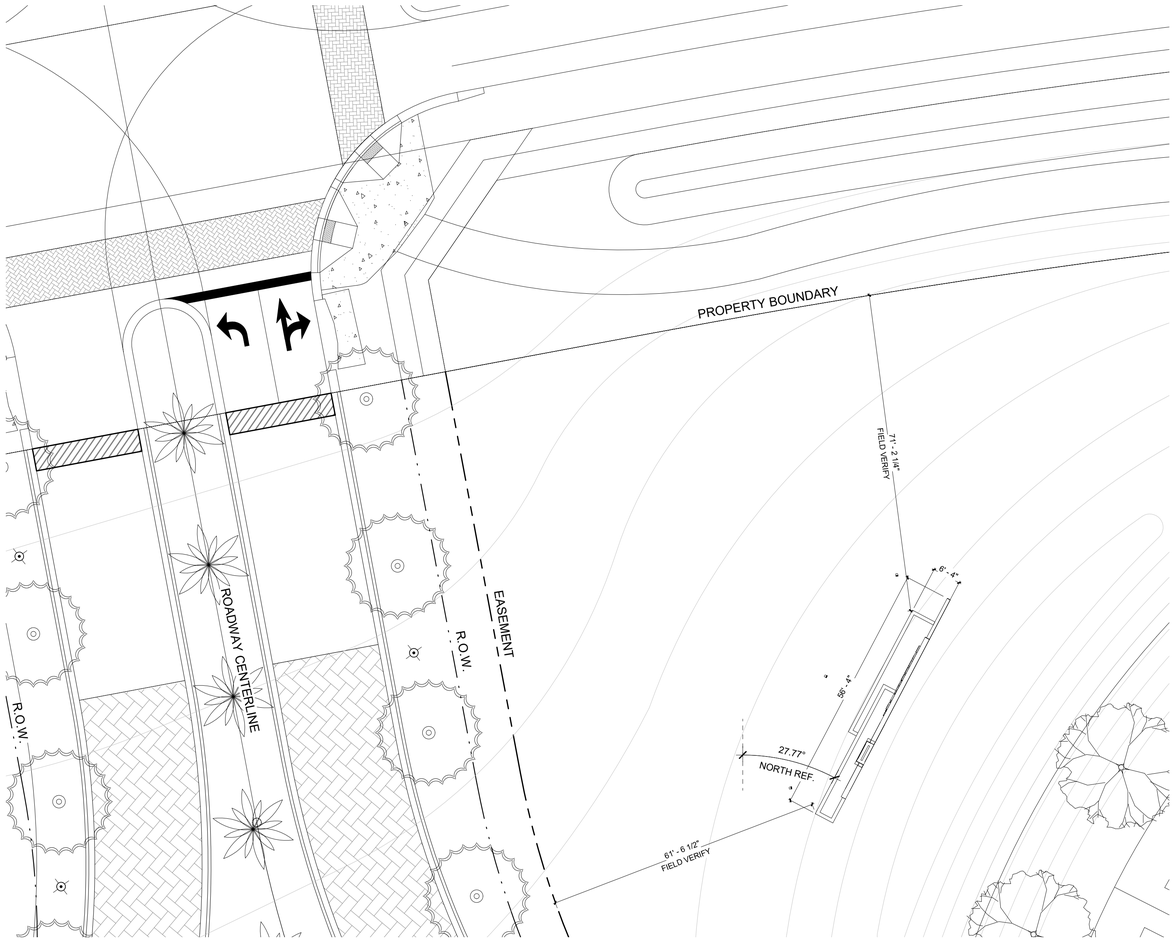
THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, DEVIATIONS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

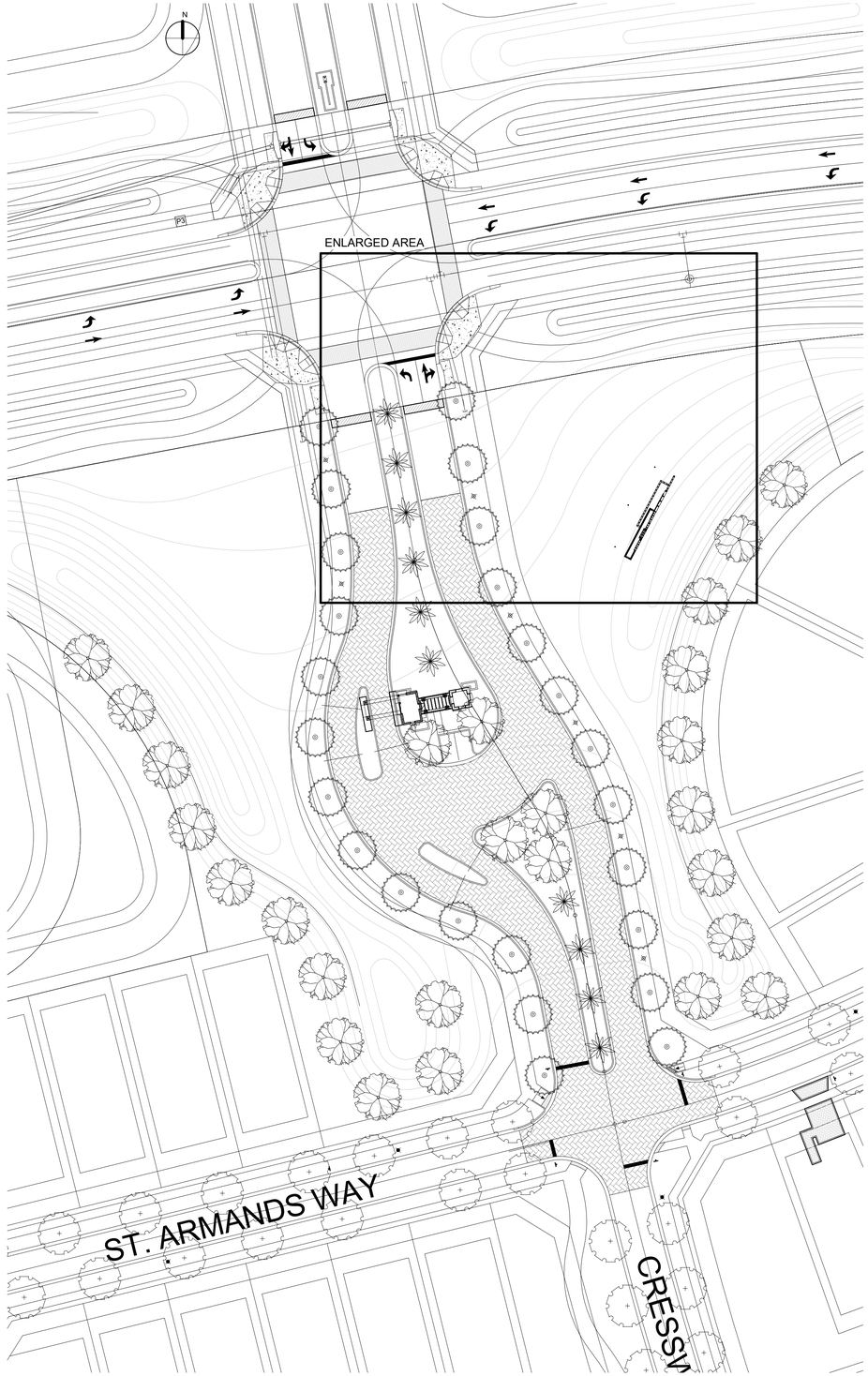
DIEGO H. DURAN, AIA
AR99267

SHEET NAME:
COVER

SHEET NUMBER:
CS



3 SITE PLAN
SCALE: 1/16" = 1'-0"



1 LOCATION PLAN
SCALE: 1" = 40'-0"

REVISION:

NO	DATE	NOTES

PROJECT NAME:

CRESSWIND ENTRY MONUMENT

COMMUNITY NAME:

CRESSWIND PALM BEACH

PROJECT ADDRESS:

DRAWN BY:	ISSUE DATE:
E. BLANCO	12-20-19

1/2/2020 2:43:47 PM

SHARP DESIGN STUDIO
12100 RACE TRACK ROAD,UNIT Q1
TAMPA, FL 33626
OFFICE: (813)408-8404
AA26003627

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF SHARP DESIGN STUDIO, LLC. ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY SHARP DESIGN STUDIO, LLC IS PROHIBITED.

THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, DEVIATIONS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

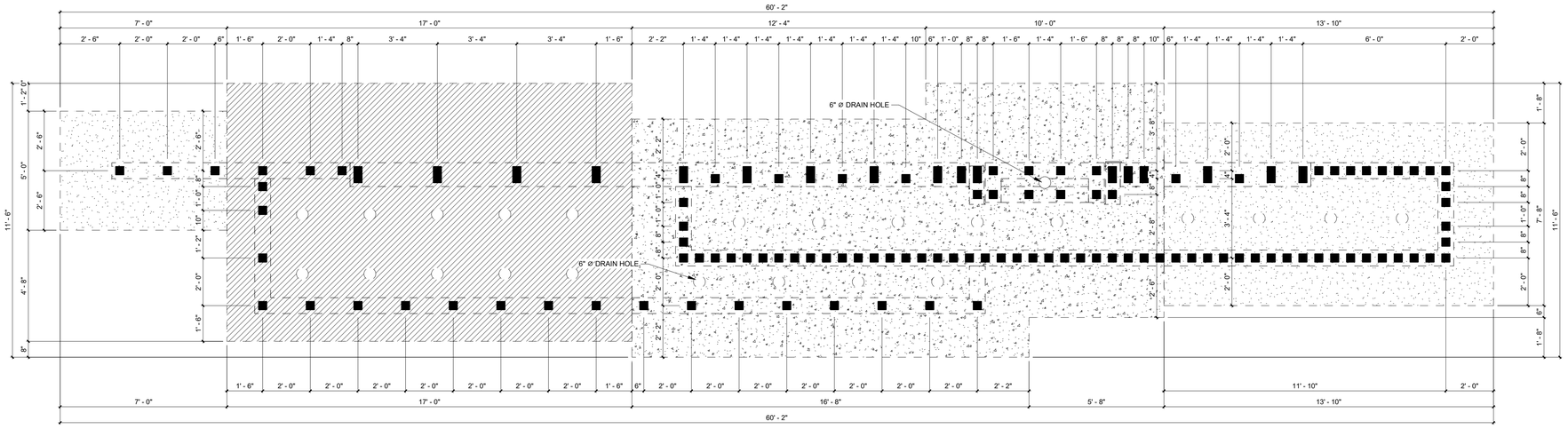
DIEGO H. DURAN, AIA
AR99267

SHEET NAME:

SITE PLAN

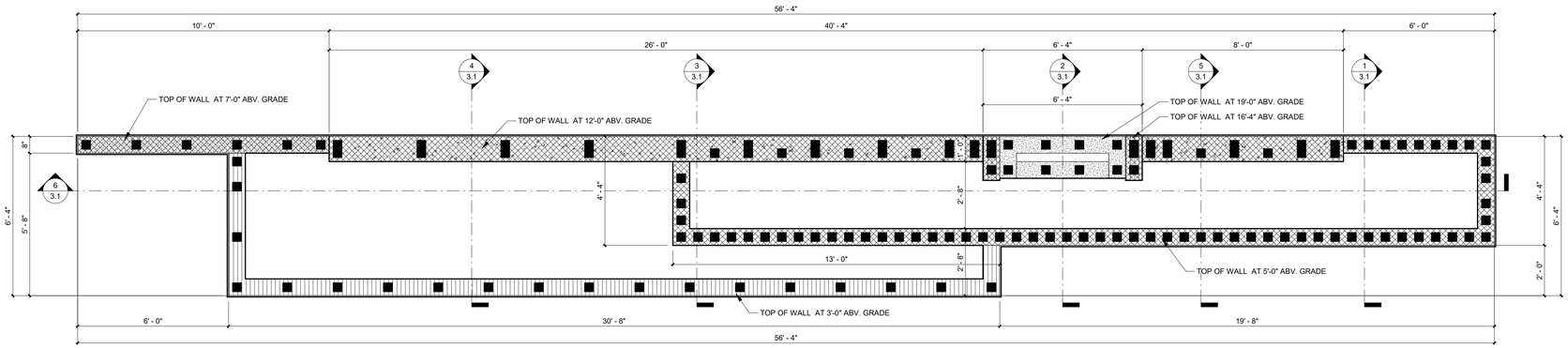
SHEET NUMBER:

SP



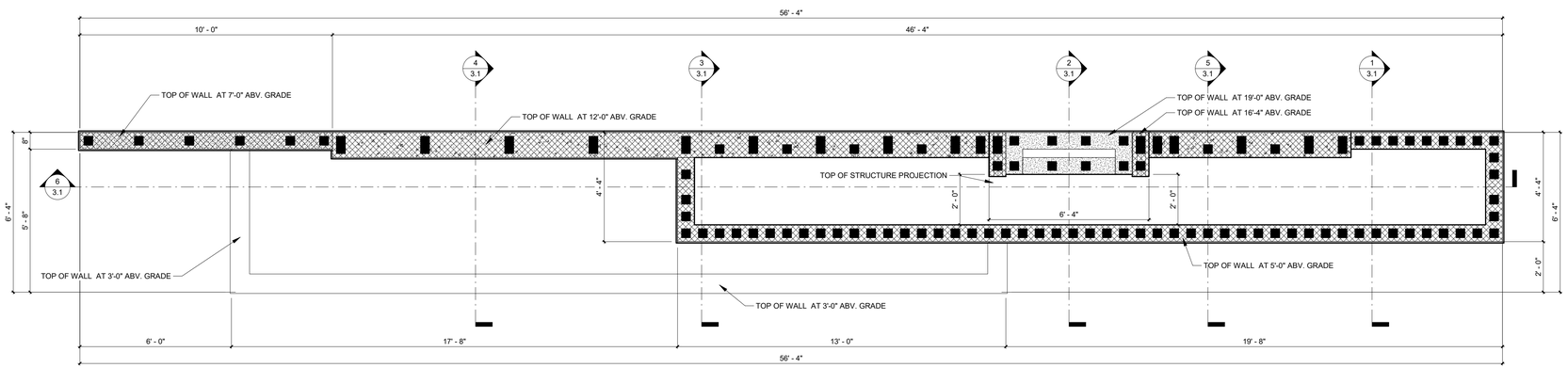
1 FOUNDATION PLAN
SCALE: 3/8" = 1'-0"

WHERE FILLED CELLS ARE NOT DIMENSIONED THE DISTANCE BETWEEN FILLED CELLS SHALL BE 8"



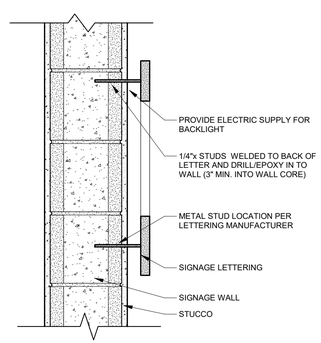
2 FLOOR PLAN AT 1'-0"
SCALE: 3/8" = 1'-0"

WHERE FILLED CELLS ARE NOT DIMENSIONED THE DISTANCE BETWEEN FILLED CELLS SHALL BE 8"



3 FLOOR PLAN AT 4'-0"
SCALE: 3/8" = 1'-0"

WHERE FILLED CELLS ARE NOT DIMENSIONED THE DISTANCE BETWEEN FILLED CELLS SHALL BE 8"



5 LETTERING MOUNTING DETAIL
SCALE: 1 1/2" = 1'-0"

FILL CELL LEGEND

- ■ INDICATES 1 - #5 VERTICAL REBAR IN MASONRY CELL FILLED SOLID WITH CONCRETE
- ▲ INDICATES 2 - #5 VERTICAL REBAR IN MASONRY CELL FILLED SOLID WITH CONCRETE
- □ INDICATES 3 - #5 VERTICAL REBAR IN MASONRY CELL FILLED SOLID WITH CONCRETE

NOTE:
VERT.REINF. SHALL HOOK INTO BEAM ABOVE & FOOTING BELOW. PROVIDE 25" MIN. LAP WHERE SPLICES OCCUR AND WIRE TOGETHER

WALL LEGEND

	19'-4" HT. CMU WALL
	16'-4" HT. CMU WALL
	12'-0" HT. CMU WALL
	7'-0" HT. CMU WALL
	5'-0" HT. CMU WALL
	3'-0" HT. CMU WALL

FOUNDATION LEGEND

- INDICATES 16" DEEP FOUNDATION W/ #5 @ 9" O.C. E.W.
- INDICATES 12" DEEP FOUNDATION W/ #5 @ 9" O.C. E.W.
- INDICATES 12" DEEP FOUNDATION W/ #5 @ 12" O.C. E.W.

VORTEX ENGINEERING, LLC.
607 S. ALEXANDER ST., SUITE 103
PLANT CITY, FLORIDA 33563
813.704.4842
COA 28035

PAUL D. KIDWELL, P.E.
FL. REG # 52683

ANDREW J. MEISHEID P.E.
FL. REG # 83217

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN, AND FIND IT TO BE IN COMPLIANCE WITH SECTION 1609 OF THE FLORIDA BUILDING CODE, BUILDING (6TH EDITION).

THE ENGINEER HAS NOT REVIEWED THE PRE-ENGINEERED TRUSS MANUF. LAYOUT TO DETERMINE ANY LOAD BEARING CONDITIONS AND RESERVES THE RIGHT TO MAKE ANY CHANGES AFTER TRUSS LOAD INFORMATION IS SUPPLIED TO THE ENGINEER.

SEALED FOR STRUCTURE ONLY

REVISION:

NO	DATE	NOTES

PROJECT NAME:
CRESSWIND ENTRY MONUMENT

COMMUNITY NAME:
CRESSWIND PALM BEACH

PROJECT ADDRESS:

DRAWN BY:	ISSUE DATE:
E. BLANCO	12-20-19

1/2/2020 2:43:33 PM

SHARP DESIGN STUDIO
12100 RACE TRACK ROAD, UNIT Q1
TAMPA, FL 33626
OFFICE: (813)408-8404
AA26003627

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF SHARP DESIGN STUDIO, LLC, ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY SHARP DESIGN STUDIO, LLC IS PROHIBITED.

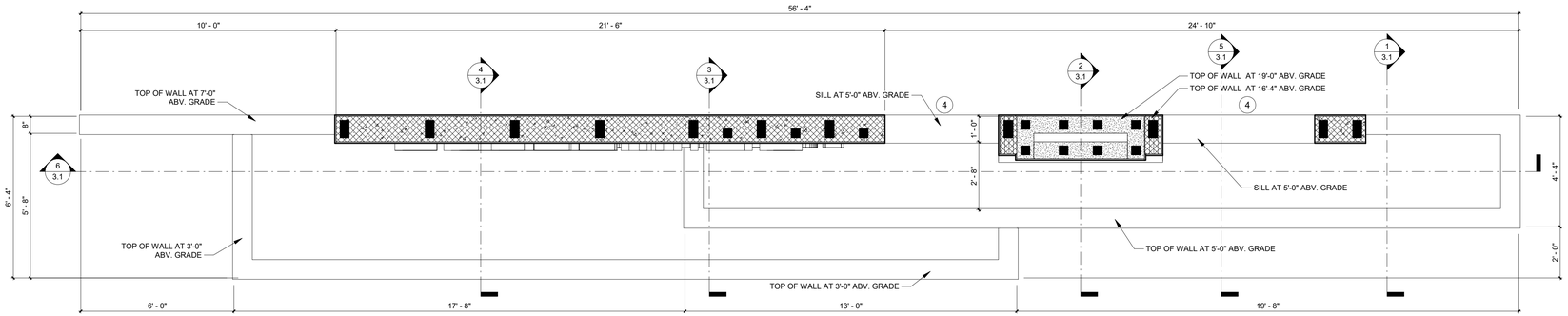
THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, DEVIATIONS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

DIEGO H. DURAN, AIA
AR99267

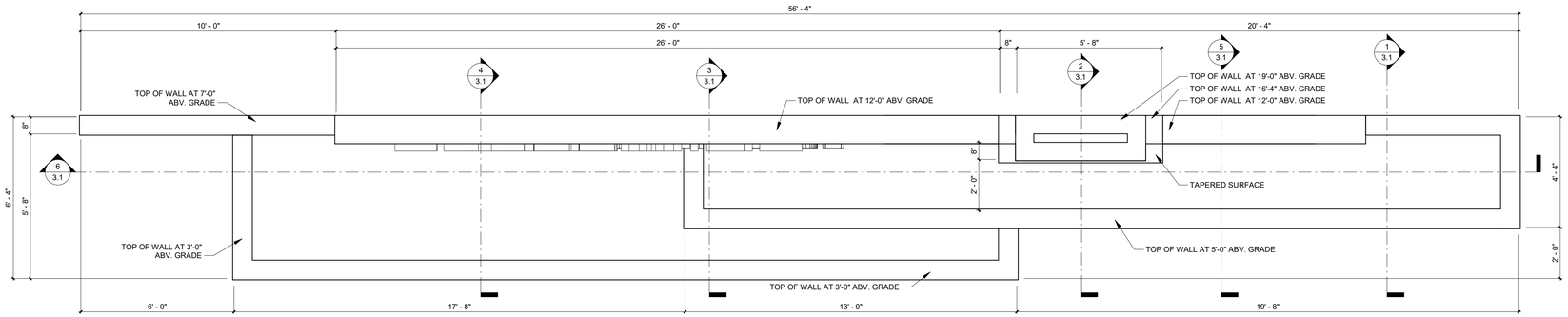
SHEET NAME:
FOUNDATION AND FLOOR PLANS

SHEET NUMBER:
2.0



WHERE FILLED CELLS ARE NOT DIMENSIONED THE DISTANCE BETWEEN FILLED CELLS SHALL BE 8"

1 FLOOR PLAN AT 9'-0"
SCALE: 3/8" = 1'-0"



2 FLOOR PLAN - TOP VIEW
SCALE: 3/8" = 1'-0"

FILL CELL LEGEND

- INDICATES 1 - #5 VERTICAL REBAR IN MASONRY CELL FILLED SOLID WITH CONCRETE
- INDICATES 2 - #5 VERTICAL REBAR IN MASONRY CELL FILLED SOLID WITH CONCRETE
- INDICATES 3 - #5 VERTICAL REBAR IN MASONRY CELL FILLED SOLID WITH CONCRETE

NOTE:
VERT.REINF. SHALL HOOK INTO BEAM ABOVE & FOOTING BELOW. PROVIDE 25" MIN. LAP WHERE SPLICES OCCUR AND WIRE TOGETHER

WALL LEGEND

	19'-4" HT. CMU WALL
	16'-4" HT. CMU WALL
	12'-0" HT. CMU WALL
	7'-0" HT. CMU WALL
	5'-0" HT. CMU WALL
	3'-0" HT. CMU WALL

STRUCTURAL LEGEND

16" MIN.	1	8" K.O. BLOCK FILLED W/ (1) #5 BAR OVER 8" PRE-ENGINEERED CONCRETE LINTEL FILLED W/ (1) # 5 BAR
8" MIN.	2	8" PRE-ENGINEERED CONCRETE LINTEL FILLED W/ (1) #5 BAR
16" MIN.	3	8" K.O. BLOCK FILLED AND REINFORCED W/ (1) #5 BAR OVER 8" LINTELS FILLED
16" MIN.	4	12" K.O. BLOCK FILLED W/ (2) #5 BAR OVER 12" PRE-ENGINEERED CONCRETE LINTEL FILLED W/ (2) # 5 BAR

VORTEX ENGINEERING, LLC.
607 S. ALEXANDER ST., SUITE 103
PLANT CITY, FLORIDA 33563
813.704.4842
COA 28035

PAUL D. KIDWELL, P.E.
FL. REG # 52683

ANDREW J. MEISHEID P.E.
FL. REG # 83217

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN, AND FIND IT TO BE IN COMPLIANCE WITH SECTION 1609 OF THE FLORIDA BUILDING CODE, BUILDING (6TH EDITION).

THE ENGINEER HAS NOT REVIEWED THE PRE-ENGINEERED TRUSS MANUF. LAYOUT TO DETERMINE ANY LOAD BEARING CONDITIONS AND RESERVES THE RIGHT TO MAKE ANY CHANGES AFTER TRUSS LOAD INFORMATION IS SUPPLIED TO THE ENGINEER.

SEALED FOR STRUCTURE ONLY

REVISION:

NO	DATE	NOTES

PROJECT NAME:

CRESSWIND ENTRY MONUMENT

COMMUNITY NAME:
CRESSWIND PALM BEACH

PROJECT ADDRESS:

DRAWN BY: E. BLANCO
ISSUE DATE: 12-20-19
1/2/2020 2:43:36 PM

SHARP DESIGN STUDIO
12100 RACE TRACK ROAD,UNIT Q1
TAMPA, FL 33626
OFFICE: (813)408-8404
AA26003627

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF SHARP DESIGN STUDIO, LLC. ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY SHARP DESIGN STUDIO, LLC IS PROHIBITED.

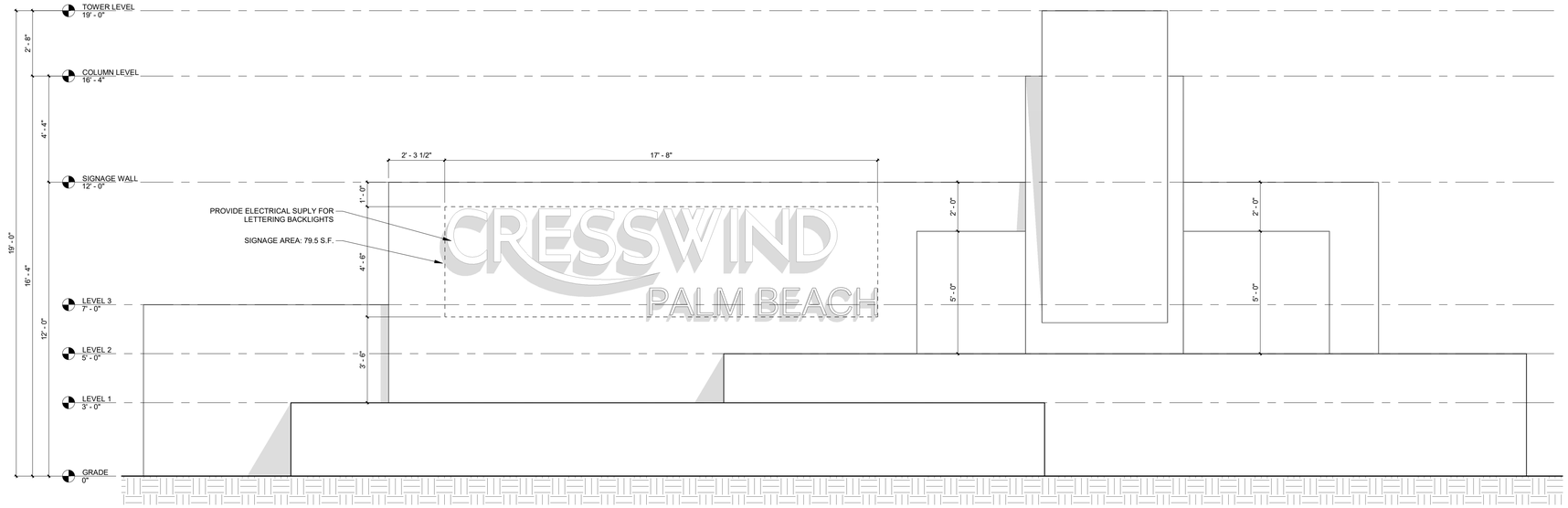
THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, DEVIATIONS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

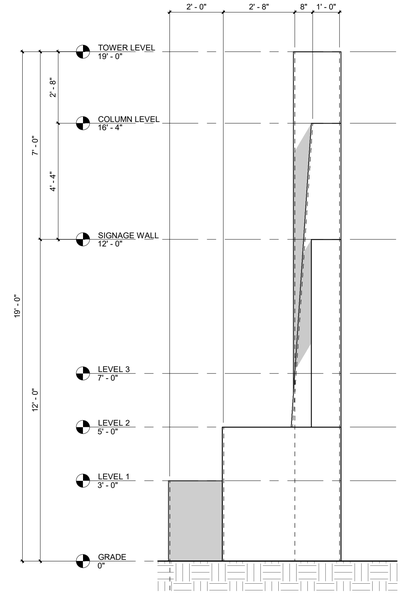
DIEGO H. DURAN, AIA
AR99267

SHEET NAME:
FLOOR PLANS

SHEET NUMBER:
2.1

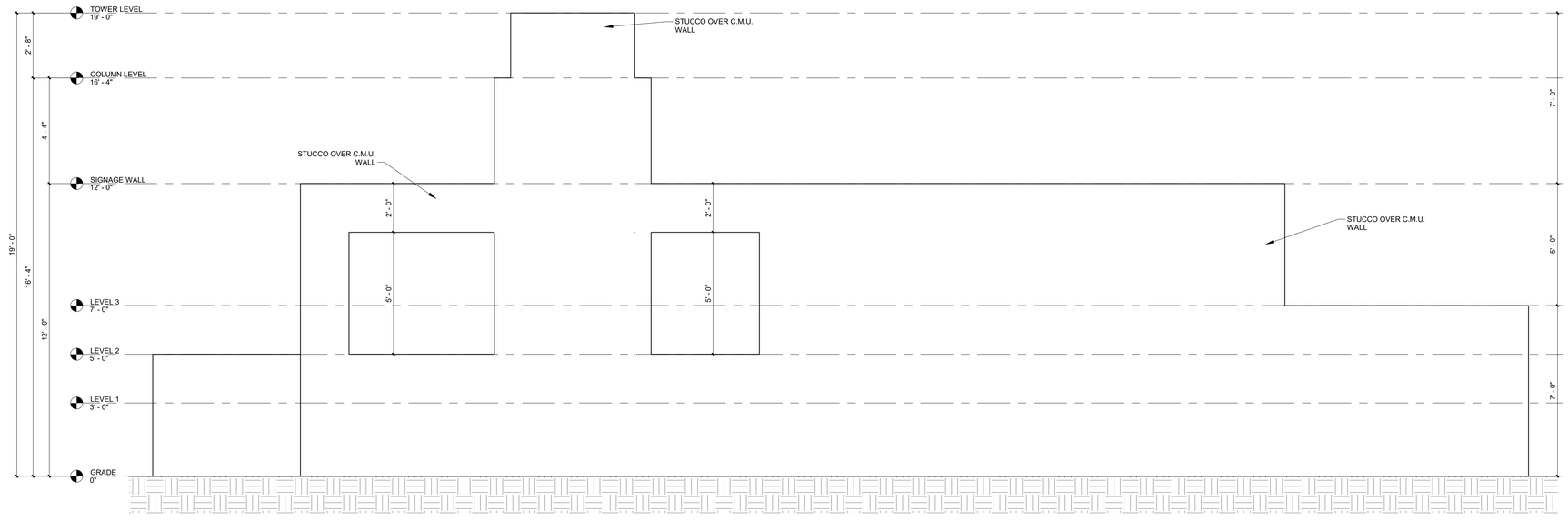


1 FRONT ELEVATION
SCALE: 3/8" = 1'-0"

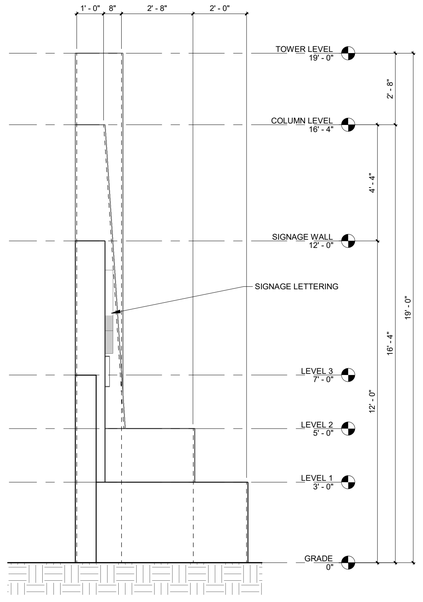


2 RIGHT ELEVATION
SCALE: 3/8" = 1'-0"

THE LETTERING ON THIS VIEW IS AN ARTIST RENDERING. IT SHOULD NOT BE FOLLOWED FOR ACTUAL FONT OR LETTERING BUT THE CONTRACTOR SHOULD REFER TO THE APPROVED SHOP DRAWINGS FOR ALL FONTS, SIZES, PLACEMENT DETAIL AND INSTALLATION



3 REAR ELEVATION
SCALE: 3/8" = 1'-0"



4 LEFT ELEVATION
SCALE: 3/8" = 1'-0"

THE HATCHING PATTERN FOR TILE IS NOT INDICATIVE OF COURSEWORK, MATERIAL OR FINISHING. REFER TO THE PURCHASE ORDER FOR FINAL FINISH AND COLOR . PLEASE CONTACT MANAGER BEFORE ANY TILE INSTALLATION FOR QUESTIONS

VORTEX ENGINEERING, LLC.
607 S. ALEXANDER ST., SUITE 103
PLANT CITY, FLORIDA 33563
813.704.4842
COA 28035

PAUL D. KIDWELL, P.E.
FL. REG # 52683

ANDREW J. MEISHEID P.E.
FL. REG # 83217

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN, AND FIND IT TO BE IN COMPLIANCE WITH SECTION 1609 OF THE FLORIDA BUILDING CODE, BUILDING (6TH EDITION).

THE ENGINEER HAS NOT REVIEWED THE PRE-ENGINEERED TRUSS MANUF. LAYOUT TO DETERMINE ANY LOAD BEARING CONDITIONS AND RESERVES THE RIGHT TO MAKE ANY CHANGES AFTER TRUSS LOAD INFORMATION IS SUPPLIED TO THE ENGINEER.

SEALED FOR STRUCTURE ONLY

REVISION:

NO	DATE	NOTES

PROJECT NAME:

CRESSWIND ENTRY MONUMENT

COMMUNITY NAME:
CRESSWIND PALM BEACH

PROJECT ADDRESS:

DRAWN BY:	ISSUE DATE:
E. BLANCO	12-20-19

1/2/2020 2:43:38 PM

SHARP DESIGN STUDIO
12100 RACE TRACK ROAD,UNIT Q1
TAMPA, FL 33626
OFFICE: (813)408-8404
AA26003627

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF SHARP DESIGN STUDIO, LLC, ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY SHARP DESIGN STUDIO, LLC IS PROHIBITED.

THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, DEVIATIONS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

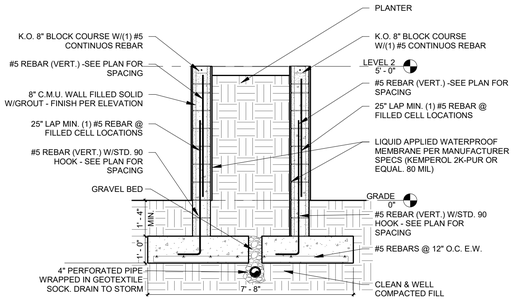
DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

DIEGO H. DURAN, AIA
AR99267

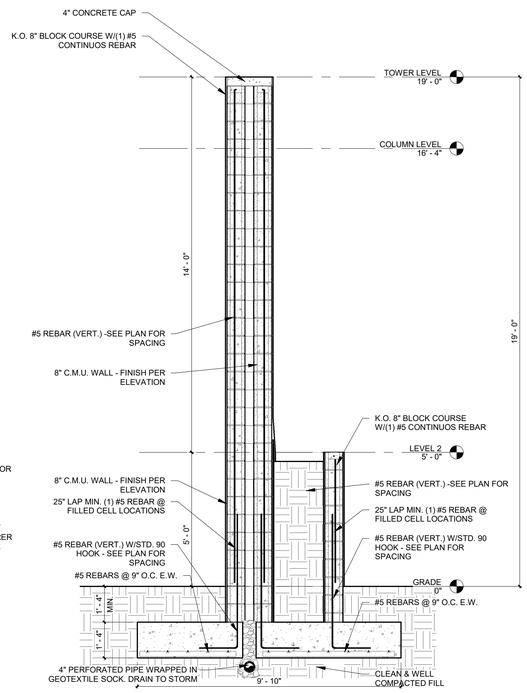
SHEET NAME:
ELEVATIONS

SHEET NUMBER:
3.0

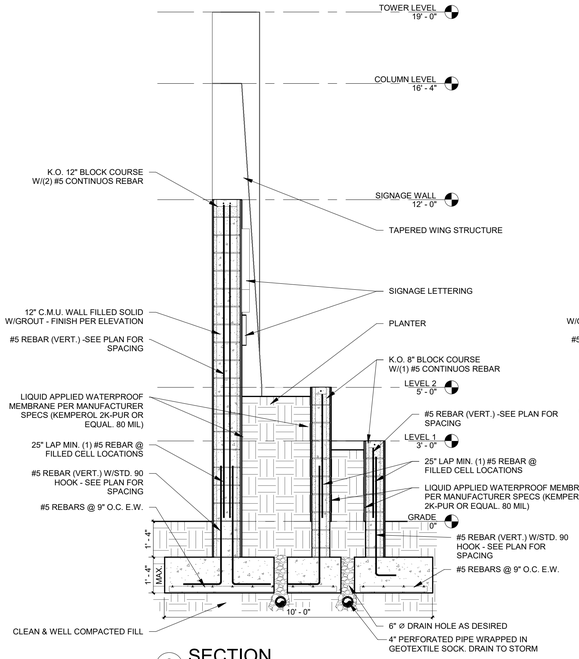
THE HATCHING PATTERN FOR TILE IS NOT INDICATIVE OF COURSEWORK, MATERIAL OR FINISHING. REFER TO THE PURCHASE ORDER FOR FINAL FINISH AND COLOR . PLEASE CONTACT MANAGER BEFORE ANY TILE INSTALLATION FOR QUESTIONS



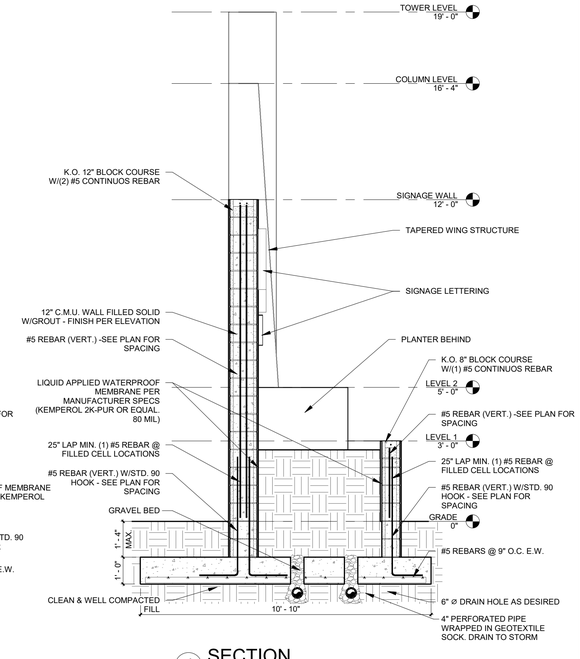
1 SECTION
SCALE: 3/8" = 1'-0"



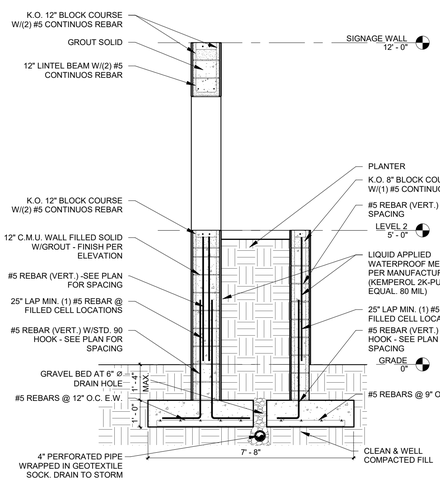
2 SECTION
SCALE: 3/8" = 1'-0"



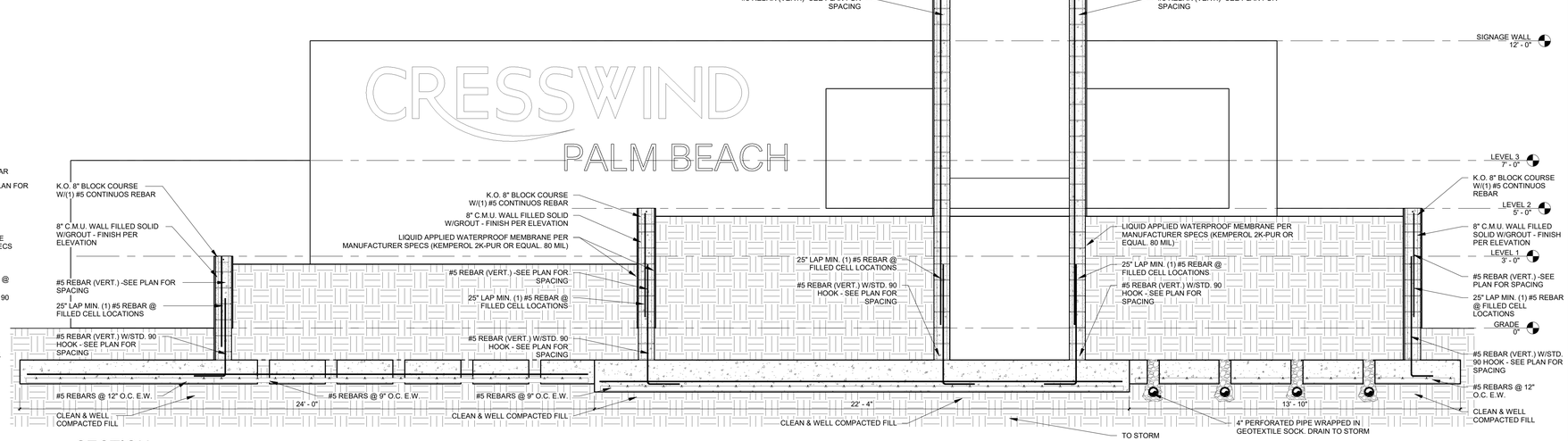
3 SECTION
SCALE: 3/8" = 1'-0"



4 SECTION
SCALE: 3/8" = 1'-0"



5 SECTION
SCALE: 3/8" = 1'-0"



6 SECTION
SCALE: 3/8" = 1'-0"

THE LETTERING ON THIS VIEW IS AN ARTIST RENDERING. IT SHOULD NOT BE FOLLOWED FOR ACTUAL FONT OR LETTERING BUT THE CONTRACTOR SHOULD REFER TO THE APPROVED SHOP DRAWINGS FOR ALL FONTS, SIZES, PLACEMENT DETAIL AND INSTALLATION

VORTEX ENGINEERING, LLC.
607 S. ALEXANDER ST., SUITE 103
PLANT CITY, FLORIDA 33563
813.704.4842
COA 28035

PAUL D. KIDWELL, P.E.
FL. REG # 52683

ANDREW J. MEISHEID P.E.
FL. REG # 83217

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN, AND FIND IT TO BE IN COMPLIANCE WITH SECTION 1609 OF THE FLORIDA BUILDING CODE, BUILDING (6TH EDITION).

THE ENGINEER HAS NOT REVIEWED THE PRE-ENGINEERED TRUSS MANUF. LAYOUT TO DETERMINE ANY LOAD BEARING CONDITIONS AND RESERVES THE RIGHT TO MAKE ANY CHANGES AFTER TRUSS LOAD INFORMATION IS SUPPLIED TO THE ENGINEER.

SEALED FOR STRUCTURE ONLY

REVISION:

NO	DATE	NOTES

PROJECT NAME:

CRESSWIND ENTRY MONUMENT

COMMUNITY NAME:
CRESSWIND PALM BEACH

PROJECT ADDRESS:

DRAWN BY:	ISSUE DATE:
E. BLANCO	12-20-19

1/2/2020 2:43:41 PM

SHARP DESIGN STUDIO
12100 RACE TRACK ROAD,UNIT Q1
TAMPA, FL 33626
OFFICE: (813)408-8404
AA26003627

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF SHARP DESIGN STUDIO, LLC. ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY SHARP DESIGN STUDIO, LLC IS PROHIBITED.

THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, DEVIATIONS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

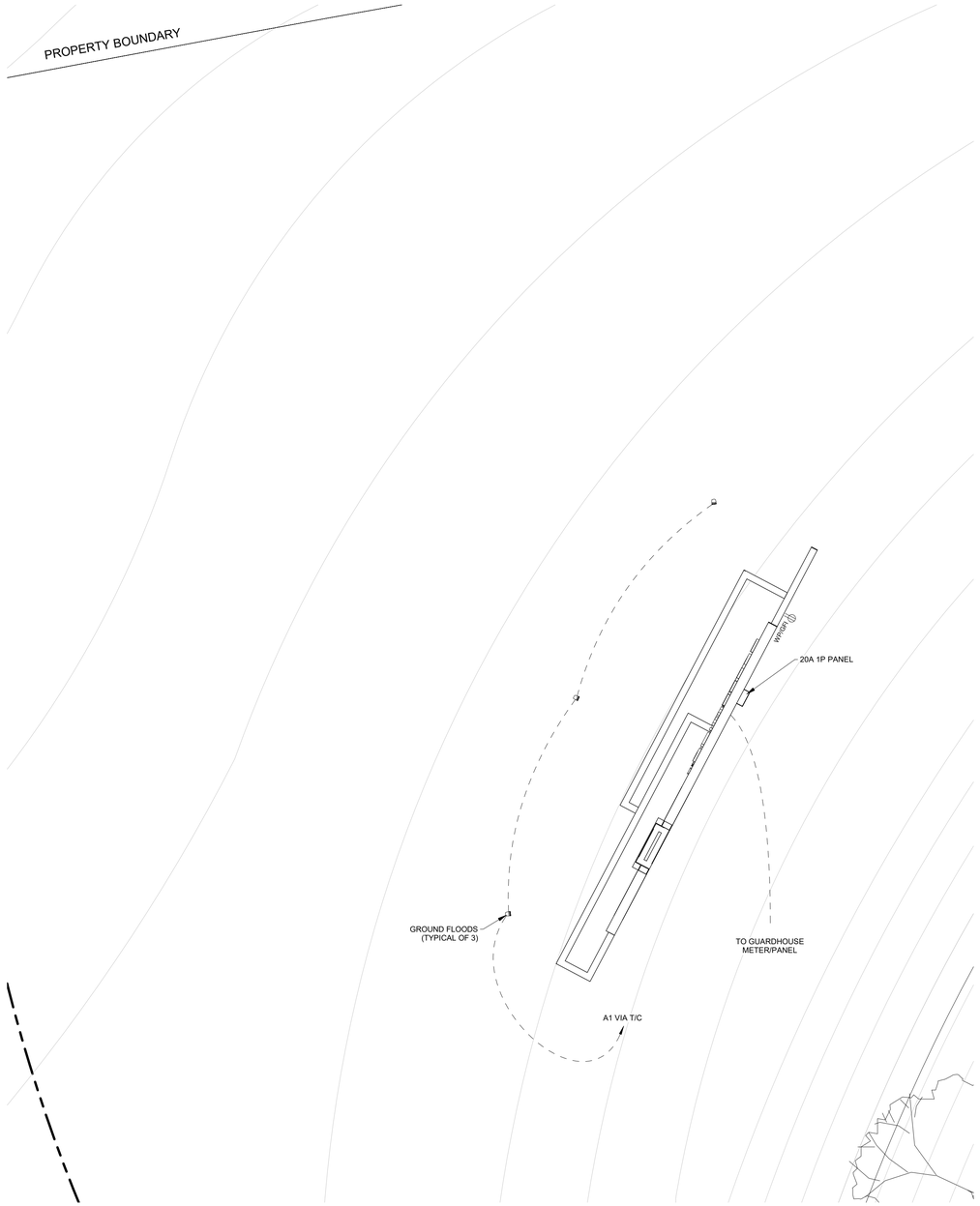
DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

DIEGO H. DURAN, AIA
AR99267

SHEET NAME:
SECTIONS

SHEET NUMBER:
3.1

ELECTRICAL NOTE:
PROVIDE WEATHERPROOF (NEMA 3R) JUNCTION BOX AT REAR OF MONUMENT FOR LED LIGHTING. PROVIDE 120V, 20A BRANCH CIRCUIT (2 #10 CU, 1 #10 CU G, 3/4"C) FROM GUARDHOUSE PANEL TO THIS LOCATION. RUN CIRCUIT UNDERGROUND PER NEC 300-5 AND MAKE FINAL CONNECTION WITH LIQUID-TIGHT FLEXIBLE NON-METALLIC CONDUIT. PROVIDE NEW 20A/1P CB IN PANEL (SEE GUARDHOUSE PLANS FOR PANEL SCHEDULE). ALL LIGHTING SHALL BE LED WET LOCATION LISTED FIXTURES SELECTED BY OWNER. MAX LIGHTING LOAD ON THIS CIRCUIT SHALL NOT EXCEED 1,920VA. COORDINATE WITH OWNER AS NECESSARY.



1 ELECTRICAL SITE PLAN
SCALE: 1/8" = 1'-0"

coloronix®
COLORFUL ARCHITECTURAL ILLUMINATION
RGBW.COM

SS2-RGBW-8R-15
110W (15-LED) 3,500 MAX. LUMEN
RGBW ROUND SPOT / FLOOD LIGHT

CATALOG NO. .....
TYPE .....
PROJECT .....

APPLICATION
For the use of direct flood and/or accent lighting. To install as an above grade fixture. Perfect for applications desiring a dynamic color changing effect. Recommended for retail, modern residential, hospitality and entertainment installations. RGBW design allows fine-tuned pastel colors, saturated hues without sacrificing illumination brightness.

ELECTRICAL
Power Input:
Direct 120V-277V AC input comes standard. 50/60 Hz.

Power Consumption:
See ordering guidebelow.

Power Input:
Proprietary 3-pin watertight connectors pre-installed for easy daisy-chain connections up to 2.5 feet on center (6 units max) Direct Line Voltage hard-wire if needed.

PHYSICAL
Environment:
Wet location IP65.

Data Connection:
Proprietary miniature 3-pin watertight DMX connection for easy daisy-chain connections up to 2.5 feet on center (32 links max).

Environment:
Made of die-cast aluminum to protect light emiting diodes, other electronics and preserve optical alignment. Integral junction box provides easy access for electrical maintenance. Steel screws installed on face plate for a tight gap-free installation onto housing. Cast aluminum tightening allows for 90° Tilt and 360° Rotation.

Housing Finish:
Painted black to maximize color mixing and eliminate stray light leaks.

L70 Life:
35,000 hours for ambient temperatures under 100°F.
Temperature Rating:
14°F - 104°F Ambient

COLOR DETAILS
Direct DMX Color Control:
Color controlled with USITT DMX512A Standard Protocol to work with Coloronix or 3rd Party DMX Systems such as the Color Kinetics® iPlayer 3. On board LCD display inside the Data Enabler allow selecting of DMX addresses between 1-512 in a given DMX universe. DMX Data fed to housing via proprietary 3-wire data cable. Data Input/Output ports allow daisy-chaining of DMX Signal..

LED Die Colors:
Red (620-635nm) Blue (450-465nm)
Green (520-535nm) Neutral White (4000K)

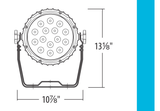
Static Color Available:
All standard colors. Consult factory.

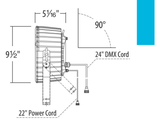
Stand Alone Color Control:
Pre-Programmed static and dynamic scenes, as well as specific colors, can be user activated by the integral Data Enabler's computer eliminating the need for an external data source. On board LCD display inside the Data Enabler allow selecting of over 30 static and dynamic color sequences.

Color Mixing:
Using InternalMix™ proprietary technology, colors are efficiently blended together through an internal mixing chamber. The one-color output reduces unsightly views of isolated Red, Green and Blue Diodes for a seamless rainbow-free appearance.

Dimming:
Smooth and flicker-free dimming of all colors down to 1% using Patented Color Mixing and Dimming technologies developed at Philips Color Kinetics®

SAFETY
ETL listed complies to UL 1598 and ANSI/UL 8750. Wet location rated. IP65 protection.





FOOTCANDLE CALCULATION: SS2-RGBW-8R-15-B25

Height	FC	Dir50% of beam	Dir90% of beam
11'	100	18'	38'
12'	87	20'	40'
15'	56	25'	50'
18'	39	30'	60'
20'	32	35'	73'

ORDERING example: SS2-RGBW-8R-15-B45/SWR-PWR-WL-80

HOUSING	BEAM SPREAD	ACCESSORIES
SS2-RGBW-8R-15	-B25 : Narrow Flood -B45 : Flood	/SWR-PWR-WL-80 : 80" Power Jumper /SWR-PWR-WL-60-PI : 60" Plug-in Cord /SWR-DMX-WL-80 : 80" DMX/Data Jumper /SWR-DMX-WL-300 : 300" (25') Data Cable Interconnect

COLORONIX | WWW.RGBW.COM | PH. 323.677.4242 | A DIVISION OF EEMA LIGHTING GROUP | ALL RIGHTS RESERVED | PRODUCT SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE

ELECTRICAL NOTES:

2017 FBC (ENERGY CONSERVATION) - SECTION C405.2.1 OCCUPANT SENSOR CONTROLS. OCCUPANT SENSOR CONTROLS SHALL BE INSTALLED TO CONTROL LIGHTS IN THE FOLLOWING SPACE TYPES:

1. CLASSROOMS/LECTURE/TRAINING ROOMS.
2. CONFERENCE/MEETING/MULTIPURPOSE ROOMS.
3. COPY/PRINT ROOMS.
4. LOUNGES.
5. EMPLOYEE LUNCH AND BREAK ROOMS.
6. PRIVATE OFFICES.
7. RESTROOMS.
8. STORAGE ROOMS.
9. JANITORIAL CLOSETS.
10. LOCKER ROOMS.
11. OTHER SPACES 300 SQUARE FEET (28 M2) OR LESS THAT ARE ENCLOSED BY FLOOR-TO-CEILING HEIGHT PARTITIONS.
12. WAREHOUSES.

2017 FBC (ENERGY CONSERVATION) - SECTION C405.2.1.2 OCCUPANT SENSOR CONTROL FUNCTION IN WAREHOUSES. IN WAREHOUSES, THE LIGHTING IN AISLEWAYS AND OPEN AREAS SHALL BE CONTROLLED WITH OCCUPANT SENSORS THAT AUTOMATICALLY REDUCE LIGHTING POWER BY NOT LESS THAN 50 PERCENT WHEN THE AREAS ARE UNOCCUPIED. THE OCCUPANT SENSORS SHALL CONTROL LIGHTING IN EACH AISLEWAY INDEPENDENTLY AND SHALL NOT CONTROL LIGHTING BEYOND THE AISLEWAY BEING CONTROLLED BY THE SENSOR.

2017 FBC (ENERGY CONSERVATION) - SECTION C405.2.2 TIME-SWITCH CONTROLS. EACH AREA OF THE BUILDING THAT IS NOT PROVIDED WITH OCCUPANT SENSOR CONTROLS COMPLYING WITH SECTION C405.2.1.1 SHALL BE PROVIDED WITH TIME SWITCH CONTROLS COMPLYING WITH SECTION C405.2.2.1.

ANSI STANDARD 90.1-2016 SECTION 8.4.2 - AUTOMATIC RECEPTACLE CONTROL THE FOLLOWING SHALL BE AUTOMATICALLY CONTROLLED:

a. AT LEAST 50% OF ALL 125 V, 15 AND 20 AMP RECEPTACLES IN ALL PRIVATE OFFICES, CONFERENCE ROOMS, ROOMS USED PRIMARILY FOR PRINTING AND/OR COPYING FUNCTIONS, BREAK ROOMS, CLASSROOMS, AND INDIVIDUAL WORKSTATIONS.
b. AT LEAST 25% OF BRANCH CIRCUIT FEEDERS INSTALLED FOR MODULAR FURNITURE NOT SHOWN ON THE CONSTRUCTION DOCUMENTS. THIS CONTROL SHALL FUNCTION ON
c. A SCHEDULED BASIS USING A TIME-OF-DAY OPERATED CONTROL DEVICE THAT TURNS RECEPTACLES OFF AT SPECIFIC PROGRAMMED TIMES—AN INDEPENDENT PROGRAM SCHEDULE SHALL BE PROVIDED FOR CONTROLLED AREAS OF NO MORE THAN 5000 FT2 AND NOT MORE THAN ONE FLOOR (THE OCCUPANT SHALL BE ABLE TO MANUALLY OVERRIDE THE CONTROL DEVICE FOR UP TO TWO HOURS);
d. AN OCCUPANT SENSOR THAT SHALL TURN RECEPTACLES OFF WITHIN 20 MINUTES OF ALL OCCUPANTS LEAVING A SPACE; OR
e. AN AUTOMATED SIGNAL FROM ANOTHER CONTROL OR ALARM SYSTEM THAT SHALL TURN RECEPTACLES OFF WITHIN 20 MINUTES AFTER DETERMINING THAT THE AREA IS UNOCCUPIED. ALL CONTROLLED RECEPTACLES SHALL BE PERMANENTLY MARKED TO VISUALLY DIFFERENTIATE THEM FROM UNCONTROLLED RECEPTACLES AND ARE TO BE UNIFORMLY DISTRIBUTED THROUGHOUT THE SPACE. PLUG-IN DEVICES SHALL NOT BE USED TO COMPLY WITH SECTION 8.4.2. EXCEPTIONS TO SECTION 8.4.2 RECEPTACLES FOR THE FOLLOWING SHALL NOT REQUIRE AN AUTOMATIC CONTROL DEVICE:

1. RECEPTACLES SPECIFICALLY DESIGNATED FOR EQUIPMENT REQUIRING CONTINUOUS OPERATION (24/DAY, 365 DAYS/YEAR).
2. SPACES WHERE AN AUTOMATIC CONTROL WOULD ENDANGER THE SAFETY OR SECURITY OF THE ROOM OR BUILDING OCCUPANTS.

GENERAL ELECTRICAL NOTES:

CONTRACTOR SHALL VERIFY ALL REQUIREMENTS FOR TELEPHONE AND POWER SERVICES WITH RESPECTIVE UTILITY COMPANIES PRIOR TO SUBMITTING THE BID. IF THEIR REQUIREMENTS ARE AT A VARIANCE WITH THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL INFORM THE ARCHITECT IMMEDIATELY. ALL COSTS INCURRED WITH THE UTILITY COMPANIES FOR SERVICES SHALL BE INCLUDED IN THE BID PRICE. IF SUCH COSTS ARE NOT AVAILABLE AT BID TIME, THE CONTRACTOR SHALL INCLUDE WITH BID, A LETTER FROM A RESPONSIBLE PARTY WITH THE UTILITY COMPANY STATING SUCH, AND COSTS WILL THEN BE EXCLUDED FROM THE BID PRICE.

THIS CONTRACTOR SHALL VERIFY EXACT REQUIREMENTS FOR MECHANICAL EQUIPMENT FROM MANUFACTURERS RECOMMENDATIONS PRIOR TO ROUGHING IN CONDUIT SIZE, WIRE SIZE AND CIRCUIT PROTECTION SIZE ACCORDINGLY. IF REQUIREMENTS ARE LARGER THAN CALLED FOR ON THE ELECTRICAL PLANS, NOTIFY THE ARCHITECT IMMEDIATELY.

CONTRACTOR SHALL VISIT THE SITE OF THE WORK PRIOR TO SUBMITTING BID TO EXAMINE CAREFULLY LOCAL CONDITIONS AND DIFFICULTIES TO BE ENCOUNTERED. ANY DISCREPANCY BETWEEN PLANS AND EXISTING CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.

COMPLIANCE STATEMENT

ELECTRICAL SHALL COMPLY WITH ALL PROVISIONS OF THE 2014 NEC, NFPA 70 NEC 517 AND OTHER APPLICABLE CODES AND ORDINANCES.

ELECTRICAL NOTES

ALL ELECTRICAL WIRING EXPOSED TO VIEW IN EMT
ALL ELECTRICAL IN CONDUITS, ARMORED CABLE OR BLUE CARLON CONDUIT
ALL 110V EQUIPMENT RECEPTACLES MUST BE GFCI PROTECTED PER NEC 2014 210.8(B)(2).
ALL CONDUITS RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL FRAMING.
ALL LO-VOLT WIRING BY OTHERS UNDER SEPARATE PERMIT.

INCREASE WIRE SIZES FOR RUNS OVER 100' PER NEC 2014.

CLARIFICATION NOTES

ALL GENERAL PURPOSE RECEPTACLES WITHIN 6 FEET OF A SINK SHALL BE GFCI PROTECTED. ALL 125V SINGLE PHASE EQUIPMENT RECEPTACLES TO BE GFCI PROTECTED ON GFCI BREAKER CIRCUIT.

VORTEX ENGINEERING, LLC.
607 S. ALEXANDER ST., SUITE 103
PLANT CITY, FLORIDA 33563
813.704.4842
COA 28035

PAUL D. KIDWELL, P.E.
FL. REG # 52683

ANDREW J. MEISHEID P.E.
FL. REG # 83217

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED DESIGN, AND FIND IT TO BE IN COMPLIANCE WITH SECTION 1609 OF THE FLORIDA BUILDING CODE, BUILDING (6TH EDITION).

THE ENGINEER HAS NOT REVIEWED THE PRE-ENGINEERED TRUSS MANUF. LAYOUT TO DETERMINE ANY LOAD BEARING CONDITIONS AND RESERVES THE RIGHT TO MAKE ANY CHANGES AFTER TRUSS LOAD INFORMATION IS SUPPLIED TO THE ENGINEER.

SEALED FOR STRUCTURE ONLY

REVISION:

NO	DATE	NOTES

PROJECT NAME:
CRESSWIND ENTRY MONUMENT

COMMUNITY NAME:
CRESSWIND PALM BEACH

PROJECT ADDRESS:

DRAWN BY: E. BLANCO
ISSUE DATE: 12-20-19
1/2/2020 2:43:45 PM

SHARP DESIGN STUDIO
12100 RACE TRACK ROAD,UNIT Q1
TAMPA, FL 33626
OFFICE: (813)408-8404
AA26003627

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF SHARP DESIGN STUDIO, LLC, ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY SHARP DESIGN STUDIO, LLC IS PROHIBITED.

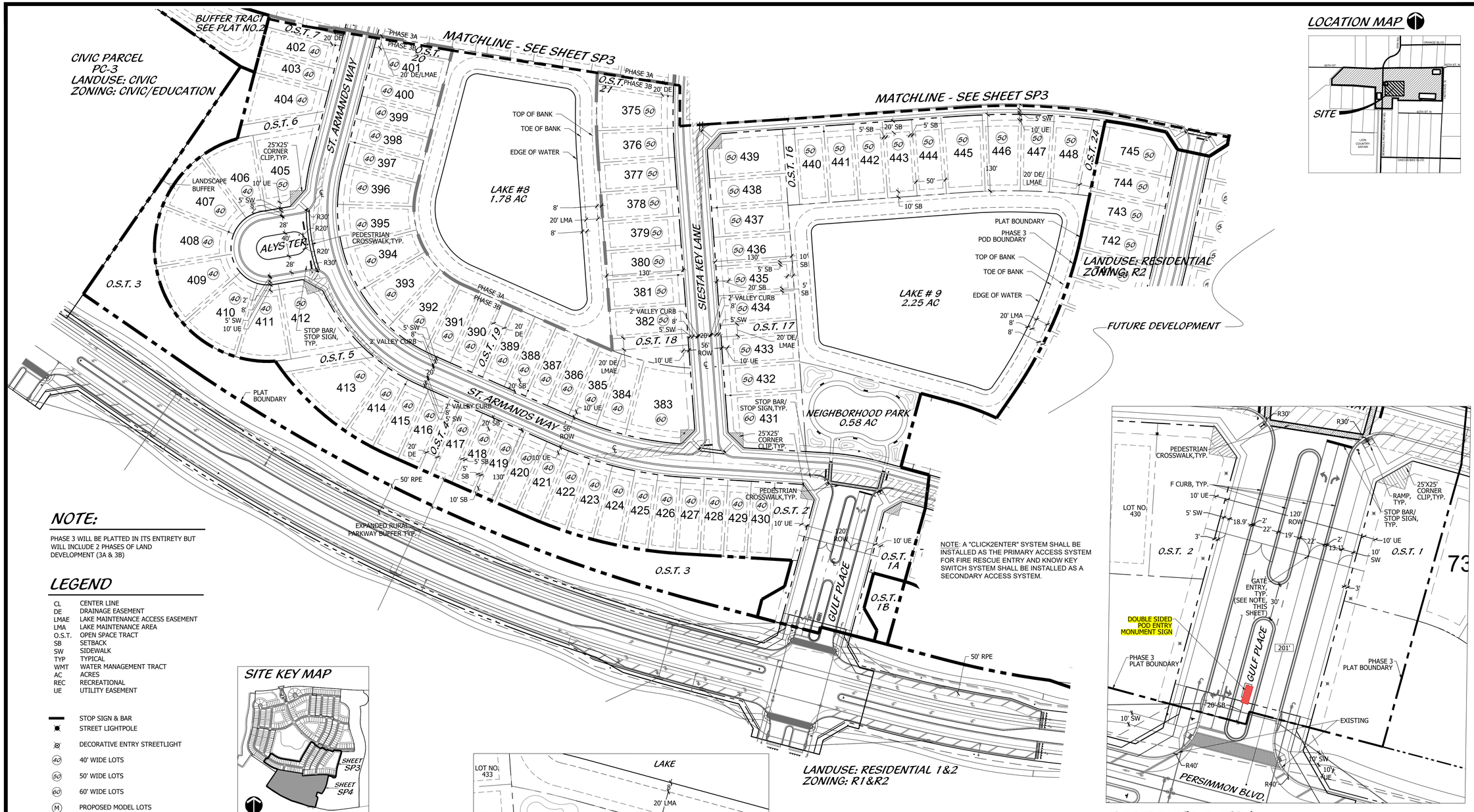
THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, DEVIATIONS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

DIEGO H. DURAN, AIA
AR99267

SHEET NAME:
ELECTRICAL SITE PLAN

SHEET NUMBER:
E1



LOCATION MAP

NOTE:

PHASE 3 WILL BE PLATTED IN ITS ENTIRETY BUT WILL INCLUDE 2 PHASES OF LAND DEVELOPMENT (3A & 3B)

LEGEND

CL	CENTER LINE
DE	DRAINAGE EASEMENT
LMAE	LAKE MAINTENANCE ACCESS EASEMENT
LMA	LAKE MAINTENANCE AREA
O.S.T.	OPEN SPACE TRACT
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
WMT	WATER MANAGEMENT TRACT
AC	ACRES
REC	RECREATIONAL
UE	UTILITY EASEMENT

- STOP SIGN & BAR
- STREET LIGHTPOLE
- DECORATIVE ENTRY STREETLIGHT
- (40) 40' WIDE LOTS
- (50) 50' WIDE LOTS
- (60) 60' WIDE LOTS
- (M) PROPOSED MODEL LOTS

SITE KEY MAP

PROPERTY DEVELOPMENT REGULATIONS

PROPERTY DEVELOPMENT REGULATIONS

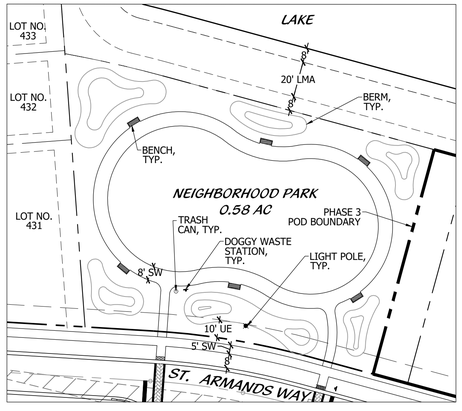
SINGLE FAMILY (PER ORDINANCE 2018-5)

	ZONING DISTRICT OR POD	MINIMUM LOT DIMENSIONS			MIN. BUILDING SETBACKS			
		SIZE	WIDTH	DEPTH	FRONT	SIDE	SIDE STREET	REAR
REQUIRED	POD P	4,500 SF	40'	75'	10' MIN 20' MAX	5'	10'	10' BUILDING 5' ACCESORY
PROVIDED	POD P	40' WIDE LOT MIN. = 5,200 SF 50' WIDE LOT MIN. = 6,500 SF 60' WIDE LOT MIN. = 7,800 SF	40'	130'	15' - BLDG 20' - FLG 15' - SLG	5'	10'	10' BUILDING 5' ACCESORY

NOTES:

1. PORCHES SHALL HAVE A MINIMUM DEPTH OF 6' AND A MINIMUM WITH OF 8'. A PORCH OR PORTE COCHERE MAY ENCROACH UP TO A MAXIMUM OF 25% INTO A FRONT OR SIDE STREET SETBACK, PROVIDED THERE IS NO UE OVERLAP.
2. A SINGLE FAMILY PATIO MAY ENCROACH A MAXMIMUM OF 25% INTO A FRONT OR SIDE STREET SETBACK, PROVIDED THERE IS NO UE OVERLAP.
3. A BALCONY MAY ENCROACH A MAXMIMUM OF 6' INTO A FRONT OR SIDE STREET SETBACK, PROVIDED THERE IS NO UE OVERLAP.

NOTE: A "CLICK2ENTER" SYSTEM SHALL BE INSTALLED AS THE PRIMARY ACCESS SYSTEM FOR FIRE RESCUE ENTRY AND KNOW KEY SWITCH SYSTEM SHALL BE INSTALLED AS A SECONDARY ACCESS SYSTEM.



NEIGHBORHOOD PARK

Scale: 1" = 40'

0' 40' 80' 160'

LANDUSE: RESIDENTIAL 1&2
ZONING: R1&R2

RESIDENT'S ENTRY

Scale: 1" = 40'

0' 40' 80' 160'

DRO AMENDMENTS	ZONING STAMP

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

Cresswind Palm Beach

POD P-1 SITE PLAN - PHASE 3

City of Westlake, Florida

Donaldson E Hearing:A0109 800000015D8 A13286A000 697

Digitally signed by Donaldson E Hearing:A010980000 0015D8A13286A000

REGISTERED LANDSCAPE ARCHITECT DONALDSON E. HEARING LA 0000943 STATE OF FLORIDA

Scale: 1" = 80'

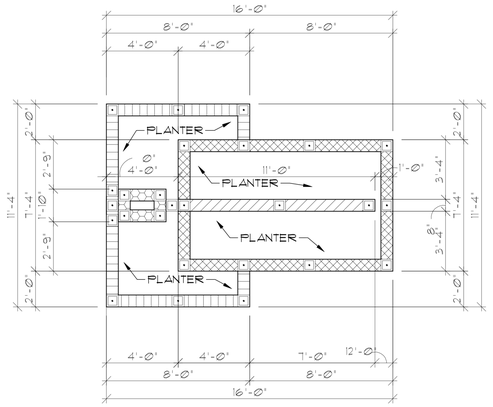
0' 40' 80' 160'

DESIGNED	DEH
DRAWN	JS, JCO, HK
APPROVED	DEH
JOB NUMBER	181002
DATE	03-11-21
REVISIONS	04-06-21
	09-29-21

September 29, 2021 2:47:08 p.m.
Drawing: 181002 FSBP3.DWG

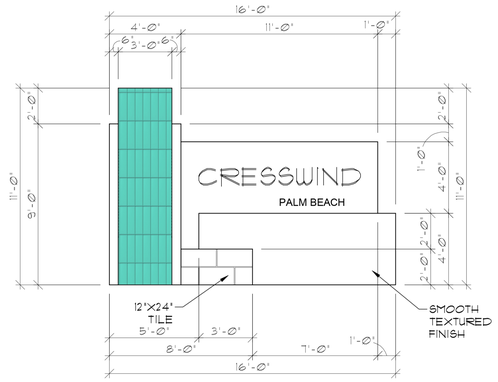
SHEET SP4 OF 4

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

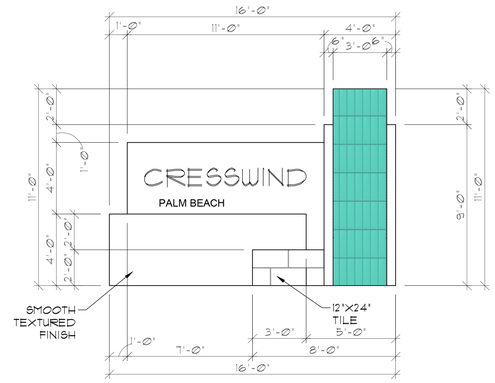


FLOOR PLAN

SCALE: 1/4 = 1'-0"



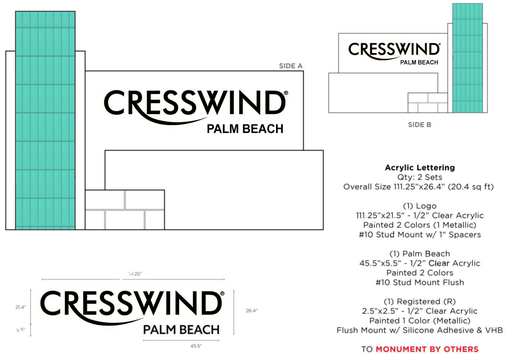
FRONT ELEVATION



REAR ELEVATION

MASONRY WALL HEIGHTS

- 2'-0" HIGH
- 4'-0" HIGH
- 8'-0" HIGH
- 11'-0" HIGH



Acrylic Lettering
Qty: 2 Sets
Overall Size 111.25"x26.4" (20.4 sq ft)

(1) Logo
111.25"x21.5" - 1/2" Clear Acrylic
Painted 2 Colors (1 Metallic)
#10 Stud Mount w/ 1" Spacers

(1) Palm Beach
45.5"x5.5" - 1/2" Clear Acrylic
Painted 2 Colors
#10 Stud Mount Flush

(1) Registered (R)
2.5"x2.5" - 1/2" Clear Acrylic
Painted 1 Color (Metallic)
Flush Mount w/ Silicone Adhesive & VHB

TO **MONUMENT BY OTHERS**

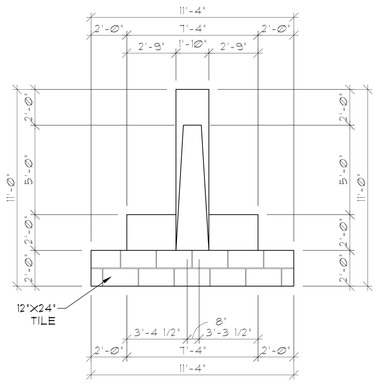
PAINT
Black (Satin)

wo.400338 v.06.12.25 — Kolter Homes - Treasure Coast - Cresswind Palm Beach — Monument Lettering

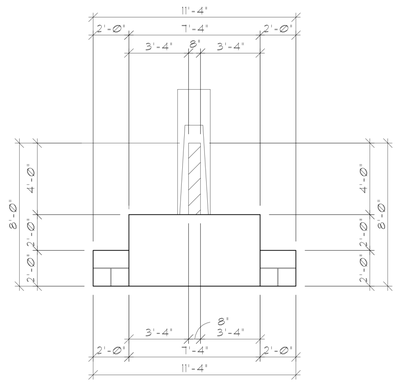
ONSIGHT — C. SILVEIRA, C. DEMING

This document is the property of OnSight Industries, LLC. The information and technology embodied herein shall not be reproduced or copied in whole or in part without previous authorization in writing from OnSight Industries, LLC 900 Central Park Drive, Sanford, FL 32771 P:407.830.8861 F:407.830.5569 onsightindustries.com

CURRENTLY BUILT



LEFT ELEVATION



RIGHT ELEVATION

urban design studio

ARCHITECTS
B Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX:407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	△ DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	

KOLTER HOMES
CREATING BETTER COMMUNITIES
701 S. OLIVE AVE #104 WEST
PALM BEACH, FL 33401
PH# (561) 682-9500

CRESSWIND
PALM BEACH

REAR ENTRY MONUMENT SIGN

PROJECT#:
KH200.000/25027

PAGE:

PLAN & ELEVATIONS

170 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

STATE OF FLORIDA — ROLAND A. ABOUCHACRA — AR93723 — REGISTERED ARCHITECT

Digitally signed by Roland Abouchacra
Date: 2025.06.16 08:54:23-04'00'

ROLAND A. ABOUCHACRA
AR NO 93723

DATE: 6/16/25
SCALE: AS NOTED
SHEET
A1

File Attachments for Item:

A. Second Reading Ordinance 2026-02: Chapter 101 & 119 Text Amendment (Accessory Structure)

Submitted By: Planning and Zoning

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," TO REVISE SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH DEFINITIONS FOR "CABANA" AND "TRELLIS OR ARBOR"; AMENDING CHAPTER 119, "ZONING," BY AMENDING SECTION 119-31, "RESIDENTIAL DISTRICTS," TO PROVIDE REDUCED REAR YARD SETBACKS FOR CERTAIN ACCESSORY STRUCTURES, ESTABLISH MINIMUM BUILDING SEPARATION STANDARDS FOR STRUCTURES WITH SOLID ROOFING SYSTEMS, AND ESTABLISH ROOF OVERHANG STANDARDS FOR CERTAIN ACCESSORY STRUCTURES; AMENDING SECTION 119-33, "MIXED USE DISTRICT," TO ESTABLISH ROOF OVERHANG STANDARDS FOR CABANAS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Meeting Agenda Item Coversheet

MEETING DATE:	5/5/2026	**Submitted By:** Planning and Zoning	
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**Second Reading** Ordinance 2026-03: Chapter 101 & 119 Text Amendment (Accessory Structure)		
STAFF RECOMMENDATION: (MOTION READY)	Motion to ADOPT Ordinance 2026-03: Chapter 101 & 119 Text Amendment (Accessory Structure)		
SUMMARY *and/or* JUSTIFICATION:	This Ordinance amends Chapter 101 & 119 of the City Westlake, Code of Ordinances chapter 101, "general and administrative provisions," to revise section 101-1, "definitions and acronyms," to establish definitions for "cabana" and "trellis or arbor"; amending chapter 119, "zoning," by amending section 119-31, "residential districts," to provide reduced rear yard setbacks for certain accessory structures, establish minimum building separation standards for structures with solid roofing systems, and establish roof overhang standards for certain accessory structures		

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):	X	**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Exhibit A: Ordinance 2026-03: Chapter 101 & 119 Text Amendment (Accessory Structure)			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE: 2026-03**	X

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE
*(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)*
Please keep text indented.

ORDINACE NO. 2026-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," TO REVISE SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH DEFINITIONS FOR "CABANA" AND "TRELLIS OR ARBOR"; AMENDING CHAPTER 119, "ZONING," BY AMENDING SECTION 119-31, "RESIDENTIAL DISTRICTS," TO PROVIDE REDUCED REAR YARD SETBACKS FOR CERTAIN ACCESSORY STRUCTURES, ESTABLISH MINIMUM BUILDING SEPARATION STANDARDS FOR STRUCTURES WITH SOLID ROOFING SYSTEMS, AND ESTABLISH ROOF OVERHANG STANDARDS FOR CERTAIN ACCESSORY STRUCTURES; AMENDING SECTION 119-33, "MIXED USE DISTRICT," TO ESTABLISH ROOF OVERHANG STANDARDS FOR CABANAS; PROVIDING FO CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

FISCAL IMPACT *(if any):*		$

1st Reading _____
2nd Reading _____

ORDINANCE 2026-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," TO REVISE SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH DEFINITIONS FOR "CABANA" AND "TRELLIS OR ARBOR"; AMENDING CHAPTER 119, "ZONING," BY AMENDING SECTION 119-31, "RESIDENTIAL DISTRICTS," TO PROVIDE REDUCED REAR YARD SETBACKS FOR CERTAIN ACCESSORY STRUCTURES, ESTABLISH MINIMUM BUILDING SEPARATION STANDARDS FOR STRUCTURES WITH SOLID ROOFING SYSTEMS, AND ESTABLISH ROOF OVERHANG STANDARDS FOR CERTAIN ACCESSORY STRUCTURES; AMENDING SECTION 119-33, "MIXED USE DISTRICT," TO ESTABLISH ROOF OVERHANG STANDARDS FOR CABANAS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Westlake finds it necessary and appropriate to update and clarify certain definitions related to accessory structures, including cabanas, trellises, and arbors, in order to improve consistency and enforcement of the City's land development regulations; and

WHEREAS, the City Council of the City of Westlake finds that allowing reduced rear yard setbacks for certain accessory structures and establishing minimum building separation standards for structures with solid roofing systems within the Residential-1 (R-1) and Residential-2 (R-2) Districts will provide property owners with additional flexibility while maintaining public safety and neighborhood compatibility; and

WHEREAS, the City Council of the City of Westlake finds that establishing clear standards for roof overhang encroachments for accessory structures, including cabanas, will reduce ambiguity in plan review, support proper drainage, and prevent adverse impacts to adjacent properties.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA THAT:

SECTION 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein by reference and made a part hereof.

SECTION 2. Amendment to the Code of Ordinances.
The City of Westlake Code of Ordinances is hereby amended as follows:

(a) Chapter 101, "General and Administrative Provisions," Section 101-1, "Definitions and Acronyms," is amended to establish definitions for Cabanas and Trellises

or Arbors;

(b) Chapter 119, "Zoning," Section 119-31, "Residential Districts," is amended to provide reduced rear yard setbacks for certain accessory structures, establish minimum building separation standards for structures with solid roofing systems, and establish roof overhang standards for accessory structures; and

(c) Chapter 119, "Zoning," Section 119-33, "Mixed Use District," is amended to establish roof overhang standards for cabanas.

Section 101-1. Definitions and acronyms.

Cabana means a freestanding accessory structure with a solid roofing system that is used in connection and associated with outdoor pools. A cabana may have privacy walls or curtained sides, but it shall not be used for habitation, and shall not contain kitchen facilities, bathrooms, or sleeping areas.

Trellis or *Arbor* means a structure made from an open framework or lattice panels of interwoven or intersecting pieces of wood, bamboo, or metal that may be used to support and display climbing plants. Trellises and arbors shall not include solid roofing systems.

Sec. 119-31. - Residential districts.

(a) Residential-1 District (R-1).

(3) *Accessory structures.* Accessory structures shall be permitted pursuant to the requirements below:

a. Unless otherwise specified in this subsection, accessory structures are subject to the following requirements: ~~shall not exceed twenty-five (25) feet in height, and shall meet all setback requirements of the principal structure.~~

1. Height. Accessory structures shall not exceed the lesser of (i) twenty-five (25) feet in height, or (ii) the height of the principal structure on the same lot. The height of structures shall be measured in accordance with the height measurement provisions of this Code.

2. Setbacks. Accessory structures shall meet the front, side road, and side yard setback requirements of the principal structure. The minimum rear setback is five (5) feet, unless otherwise specified in this section for a specific accessory structure type.

3. Accessory structures with solid roofing systems are subject to the following requirements:

(i) Building separation. Accessory structures shall be separated from each other and from the principal structure by a minimum distance of five (5) feet, inclusive of a minimum horizontal separation of 24 inches between rooflines. Separation shall be measured horizontally at the closest point between structures, including eaves and roof overhangs.

(ii) Roof overhang. An encroachment of no more than 24 inches into the required setbacks is allowed to accommodate roof overhangs, provided roof drainage shall be directed onto the subject property and shall not discharge onto adjacent property.

b. The following structures are subject to the following requirements:

1. Fences and walls.

(i) Setbacks. The minimum front setback for fences and walls is ten (10) feet. Except for decorative edge treatments permitted in this subsection, fences and

walls shall be set back at least three (3) feet from the nearest face of the structure.

A. Decorative edge treatments, which may include decorative fencing or walls, are permitted for a group of residences developed under a common plan of development but will not permitted on a lot-by-lot basis. Decorative edge treatments permitted under this section may be located in front of a residence, shall not encroach on any right-of-way, and shall not exceed three (3) feet in height.

B. Fences and walls are not subject to any other setback requirements.

(ii) The maximum height of a wall or fence shall be six (6) feet.

2. Swimming pools, screen enclosures, pool decks, spas, cabanas, saunas, and patios.

(i) For single-family detached dwelling units, these structures are not permitted in the front yard.

(ii) The minimum side road, side yard, and rear setbacks are three (3) feet.

(iii) For cabanas, an encroachment of no more than twelve (12) inches into the required setbacks is allowed to accommodate roof overhangs, measured from the vertical face of the structure to the edge of the roofline.

3. Detached garages.

(i) For detached garages on lots developed under a common plan of development, the minimum rear setback is five (5) feet.

(ii) For all other detached garages, the minimum rear setback is ten (10) feet.

(b) *Residential-2 District (R-2).*

(1) *Permitted uses, density and intensity.* Uses permitted within the R-2 district are identified in Table 119-127.

a. *Density for all residential uses.*

1. The maximum gross density is twelve (12) dwelling units per gross acre.

(i) Accessory dwelling units are not counted towards the maximum gross density.

(ii) The maximum gross density for continuing care and assisted living facilities may be calculated as follows: twenty-five (25) beds per acre.

2. Bonus densities may be permitted up to eight (8) dwelling units per gross acre pursuant to section 119-39.

b. *Accessory dwelling units.*

1. Each single-family dwelling unit may have one (1) accessory dwelling unit.

2. Mobile homes are not permitted as accessory dwelling units.

c. *Intensity for all nonresidential uses.*

1. Maximum FAR is 0.35.

2. Neighborhood centers shall not exceed fifteen (15) acres and shall be governed by the requirements of section 119-38.

(2) *Requirements.*

a. Development in R-2 is subject to the standards found in the following tables.

b. Forty (40) feet is the minimum lot width for a lot containing a single-family detached dwelling.

Table 119-31-5. R-2 district residential standards for single-family detached (excluding zero lot line)

Residential Use Type	Lot Width	Minimum Lot Size (square feet)	Minimum Front Setback[1] (feet)	Minimum Side Road Setback[2] (feet)	Minimum Side Yard Setback[2] (feet)	Minimum Rear Yard Setback (feet)	Maximum Building Height (feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Single-family detached dwellings	403	3,600	Bldg: 10	Bldg: 10	Bldg: 5	10	40	60%	25%
			Flg:20	Slg: 10	Slg: 10				
	504	4,500	Bldg: 10	Bldg: 10	Bldg: 5	10	40	60%	25%
			Flg: 20	Slg: 10	Slg: 10				
	More than 705	6,300	Bldg: 10	Bldg: 10	Bldg: 5	10	40	55%	25%
			Flg: 20	Slg: 10	Slg: 10				

1. Bldg = building without front-loading garage, or portion of building without front-loading garage. Flg = front loading garage.
2. Bldg = building without side-loading garage, or portion of building without side-loading garage. Slg = side loading garage.
3. If a lot is at least 40 feet wide but less than 50 feet wide, the standards in this row apply.
4. If a lot is at least 50 feet wide but not more than 70 feet wide, the standards in this row apply.
5. If a lot is greater than 70 feet in width, the standards in this row apply unless the lot is part of a residential parcel developed under a common plan of development intended to provide 70 foot (or less) lots.

Table 119-31-6. R-2 District Residential Standards for Detached Zero Lot Line Development

Residential Use Type	Minimum Lot Width (feet)	Minimum Lot Size (square feet)	Minimum Front Setback[1] (feet)	Minimum Side Road Setback On Non-Zero-Lot-Line[2,3] (feet)	Minimum Building Separation (feet)	Minimum Rear Yard Setback (feet)	Maximum Building Height (feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Zero lot line single-family detached dwellings	40	3,600	Bldg:10	Bldg: 10	10	10	40	60%	25%
			Flg:20	Slg: 15					

1. Bldg = building without front-loading garage, or portion of building without front-loading garage. Flg = front loading garage.

2. No setback is required (i.e., a 0-foot setback is permitted) for zero lot line development on the zero lot line side.

3. Bldg = building without side-loading garage, or portion of building without side-loading garage. Slg = side loading garage.

Table 119-31-7. R-2 District Other Residential Standards

Residential Use Type	Minimum Lot or Parcel Width (feet)	Minimum Lot or Parcel Size (square feet)	Minimum Front Road Setback[1] (feet)	Minimum Side Road Setback[2] (feet)	Minimum Side Yard Setback[2] (feet)	Minimum Rear Yard Setback (feet)	Maximum Building Height[3] (feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Single-family attached	20	1,600	Bldg: 10	Bldg: 10 / 5[5]	Bldg: 10	10	40	65%	20%
			Flg: 20	Slg: 10	Flg: 20				
Cottage Homes	20	1,600	Bldg: 10	Bldg: 10	Bldg: 5	Bldg: 10	36	65%	20%
Multifamily dwellings[4]	-	10,000	15	10	10	20	60	50%	25%
Assisted living facilities	-	-	20	20	20	20	75	50%	25%
Foster care facilities and group homes	50	3,500	Bldg: 10	Bldg: 10	Bldg: 10	10	40	60%	25%
			Flg: 20	Slg: 10	Flg: 20				

1. Bldg = building without front-loading garage, or portion of building without front-loading garage. Flg = front loading garage.

2. Bldg = building without side-loading garage, or portion of building without side-loading garage. Slg = side loading garage. No setback is required for single-family attached dwelling units along the shared wall.

3. The maximum building height for buildings abutting lots containing single-family detached dwellings shall be 40 feet, regardless of the number in this column.

4. For multifamily developments, setbacks shall be measured from the boundary of the parcel. No other setbacks apply to buildings within the parcel, except buildings are subject to building separation requirements in the Florida Building Code and fire safety codes.

5. The minimum side yard setback for Single-family attached and cottage homes with no more than two attached units shall be reduced to five feet (5').

Table 119-31-8. R-2 District Nonresidential Standards

Nonresidential Use Type	Minimum Parcel Size (square feet)	Minimum Parcel Width (feet)	Minimum Front Setback (feet)	Minimum Side Road Setback (feet)	Minimum Side Yard Setback (feet)	Minimum Rear Setback (feet)	Maximum Building Height[2] (feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Religious uses	43,560	100	20	20	30	30	50	35%	25%
Educational uses	43,560	100	20	20	30	30	40	35%	25%
Recreational	N/A	-	15	15	15	151	40	30%	40%
Residential amenity center	20,000	-	20	30	30	301	30	40%	25%
Conservation uses	-	-	-	-	-	-	-	-	-

1. No setback required if abutting a lake or open space tract.

2. All mechanical equipment located on rooftops must be screened by parapets or other architectural features.

(3) *Accessory structures.* Unless otherwise specified in this section, accessory structures are subject to the following requirements: ~~shall not exceed twenty-five (25) feet in height, and shall meet all setback requirements of the principal structure.~~

1. Height. Accessory structures shall not exceed the lesser of (i) twenty-five (25) feet in height, or (ii) the height of the principal structure on the same lot. The height of structures shall be measured in accordance with the height measurement provisions of this Code.

2. Setbacks. Accessory structures shall meet the front, side road, and side yard setback requirements of the principal structure. The minimum rear setback is five (5) feet.

3. Accessory structures with solid roofing systems are subject to the following requirements:

(i) Building separation. Accessory structures shall be separated from each other and from the principal structure by a minimum distance of five (5) feet, inclusive of a minimum horizontal separation of 24 inches between rooflines. Separation shall be measured horizontally at the closest point between structures, including eaves and roof overhangs.

(ii) Roof overhang. An encroachment of no more than 24 inches into the required setbacks is allowed to accommodate roof overhangs, provided roof drainage shall be directed onto the subject property and shall not discharge onto adjacent property.

(4) *Other structures.* The following structures are subject to the following requirements:

a. *Fences and walls.*

1. Setbacks. The minimum front setback for fences and walls is ten (10) feet. Except for decorative edge treatments permitted in this section, fences and walls shall be set back at least three (3) feet from the nearest face of the structure.

(i) Decorative edge treatments, which may include decorative fencing or walls, are permitted for a group of residences developed under a common plan of development but will not permitted on a lot-by-lot basis. Decorative edge treatments permitted under this section may be located in front of a residence, shall not encroach on any right-of-way, and shall not exceed three (3) feet in height.

(ii) Fences and walls are not subject to any other setback requirements.

2. The maximum height of a wall or fence shall be six (6) feet.

b. *Swimming pools, screen enclosures, pool decks, spas, cabanas, saunas, and patios.*

1. For single-family detached dwelling units, these structures are only permitted in the rear yard.

2. The minimum side road, side yard, and rear setbacks are three (3) feet, except that screen enclosures are permitted along the attached side of attached dwelling units.

3. For cabanas, an encroachment of no more than twelve (12) inches into the required setbacks is allowed to accommodate roof overhangs, measured from the vertical face of the structure to the edge of the roofline.

c. *Detached garages.* Detached garages shall only be permitted as part of a common plan of development. The minimum setback is ten (10) feet.

Sec. 119-33. – Mixed Use District (MU).

...

(3) *Accessory structures.* Accessory structures shall be permitted pursuant to the following requirements:

a. Unless otherwise specified in this subsection, accessory structures ~~are subject to same setback and height requirements as the principal structure.~~ shall comply with the same setback requirements as the principal structure and shall not exceed the lesser of (i) twenty-five (25) feet in height, or (ii) the height of the principal structure on the same lot.

b. The following structures are subject to the following additional requirements:

1. Fences and walls.

(i) The minimum front setback for fences and walls is ten (10) feet. Fences and walls are not subject to any other setback requirements.

(ii) The maximum height of a wall or fence shall be six (6) feet; except for fences or walls for an athletic training facility, which have a maximum height of eight (8) feet. The city council may approve additional fence height for purposes of protecting public health, safety, or welfare.

2. Swimming pools, screen enclosures, pool decks, spas, cabanas, saunas, and patios.

(i) For single-family attached residential uses, these structures are only permitted in the rear yard.

(ii) The minimum side road, side yard, and rear setbacks for a screen enclosure are five (5) feet, unless the screen enclosure is adjacent to a lake or open space tract, in which case the minimum side road, side yard, and rear yard setbacks are three (3) feet from the lake or open space tract.

(iii) Except for screen enclosures, the minimum side road, side yard, and rear setback is three (3) feet.

(iv) For cabanas, an encroachment of no more than twelve (12) inches into the required setbacks is allowed to accommodate roof overhangs, measured from the vertical face of the structure to the edge of the roofline.

3. Detached garages.

(i) Detached garages shall have minimum side road, side yard, and rear setbacks of ten (10) feet.

SECTION 3. Codification. It is the intention of the City Council of the City of Westlake that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Westlake, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions which are in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

SECTION 6. Effective Date. This ordinance shall be effective upon adoption on second reading.

PASSED this ___ day of _____, 2026, on first reading.
PUBLISHED on this ___ day of_____, 2026 in the Sun Sentinel
PASSED AND ADOPTED this ___ day of_____, 2026, on second reading.

_____
City of Westlake
JohnPaul O'Connor, Mayor

_____
Odet Izquierdo, Acting City Clerk,

APPROVED AS TO LEGAL FORM

_____
OFFICE OF THE CITY ATTORNEY

File Attachments for Item:

A. Resolution 2026-07 – Authorized Signatures for Conducting the City's Financial Matters

Submitted By: Administration

RESOLUTION 2026-07

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, PROVIDING AUTHORITY FOR AGENTS OF THE CITY TO ACT ON THE CITY'S BEHALF AND PROVIDING AUTHORIZED SIGNATURES FOR CONDUCTING THE CITY'S FINANCIAL MATTERS AND FOR BANKING AND ACCOUNTING PURPOSES.

Meeting Agenda Item Coversheet

MEETING DATE:	May 5, 2026	**Submitted By:** Administration			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Resolution 2026-07 – Authorized Signatures for Conducting the City's Financial Matters				
STAFF RECOMMENDATION: **(**MOTION READY)	Motion to Approve Resolution 2026-07 authorizing agents of the city to act on the city's behalf and providing authorized signatures for conducting the city's financial matters and for banking and accounting purposes.				
SUMMARY *and/or* JUSTIFICATION:	This item seeks City Council approval of a resolution granting designated officials (Howard W. Brown, JR., as City Manager) the authority to conduct business and financial transactions on behalf of the City of Westlake.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:		**PROCLAMATION:**		
	EXHIBIT(S):		**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*					
SELECT, *if applicable*	**RESOLUTION:**	X	**ORDINANCE:**		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***	**RESOLUTION 2026-07** **A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, PROVIDING AUTHORITY FOR AGENTS OF THE CITY TO ACT ON THE CITY'S BEHALF AND PROVIDING AUTHORIZED SIGNATURES FOR CONDUCTING THE CITY'S FINANCIAL MATTERS AND FOR BANKING AND ACCOUNTING PURPOSES.**				
FISCAL IMPACT *(if any):*				$	

CITY OF WESTLAKE

RESOLUTION NO. 2026-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, PROVIDING AUTHORITY FOR AGENTS OF THE CITY TO ACT ON THE CITY'S BEHALF AND PROVIDING AUTHORIZED SIGNATURES FOR CONDUCTING THE CITY'S FINANCIAL MATTERS AND FOR BANKING AND ACCOUNTING PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, agents of the City must be given authority to act on behalf of the City of Westlake to conduct financial and accounting matters on behalf of the City with banking and/or financial institutions for the payment of the City's financial obligations as they become due and for the collection of revenues as they are received; and

WHEREAS, the City of Westlake consents to providing authority for Howard W. Brown, Jr., of Local Government Consultant Group, LLC, as City Manager, and Stephen Bloom, Finance Director of Inframark LLC., as Treasurer and a secondary signor to conduct business and financial transactions on behalf of the City of Westlake with banking and/or other financial institutions, and the authority to exercise all of the powers listed herein, the power to open all deposits in the name of the City of Westlake, the power to endorse all checks, orders for payment of money or otherwise withdraw funds, transfer funds on deposit with the banking and/or financial institution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City of Westlake, Florida hereby provides consent and authorization for Howard W. Brown, Jr., of Local Government Consultant Group, LLC, as City Manager and/or Stephen Bloom, of Inframark LLC. to act as Treasurer, on the City's behalf to conduct financial and accounting matters with banking and/or financial institutions.

SECTION 3. The City of Westlake, Florida hereby provides consent and authorization for Howard W. Brown, Jr. of Local Government Consultant Group, LLC, as City Manager, and/or Stephen Bloom, of Inframark LLC, as Treasurer, to pay expenditures as they become due and to receive revenues and are received on behalf of the City of Westlake.

SECTION 4. The City of Westlake, Florida consents to providing authority for Howard W. Brown, Jr. of Local Government Consultant Group, LLC, as City Manager, and Stephen Bloom, Finance Director of Inframark, LLC., as Treasurer and a secondary signor on accounts, the following authority:

(1) Authority to conduct business and financial transactions on behalf of the City of Westlake with banking and/or other financial institutions.

(2) Authority and power to open all deposits in the name of the City of Westlake.

(3) Authority and the power to endorse all checks, orders for payment of money or otherwise withdraw funds, transfer funds on deposit with the banking and/or financial institution.

(4) Authority and the power to endorse, assign, transfer bill receivable owned or acquired by the City of Westlake.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this ____day of _____2026.

_____
City of Westlake
JohnPaul O'Connor, Mayor

_____
Odet Izquierdo, Acting City Clerk

File Attachments for Item:

B. Appointing a Voting Delegate and Alternate Voting Delegates to the Palm Beach County League of Cities

Submitted By: City Clerk’s Office

RESOLUTION 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPOINTING JOHNPAUL O'CONNOR, GREG LANGOWSKI, GARY WERNER, ERIK GLEASON, AND CHARLOTTE LEONARD AS THE CITY’S VOTING DELEGATE AND ALTERNATES TO THE PALM BEACH COUNTY LEAGUE OF CITIES, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Meeting Agenda Item Coversheet

MEETING DATE:	May 5, 2026	**Submitted By:** City Clerk's Office
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Appointing a Voting Delegate and Alternate Voting Delegates to the Palm Beach County League of Cities	
STAFF RECOMMENDATION: **(**MOTION READY)	**Motion to appoint Mayor O'Connor as a Voting Delegate to the Palm Beach County League of Cities and appoint Council Members Greg Langowski, Gary Werner, Erik Gleason, and Charlotte Leonard to serve as alternate voting delegates**	
SUMMARY *and/or* JUSTIFICATION:	The City received a request from the Palm Beach County League of Cities to designate a voting delegate and alternate voting delegate(s) to vote on behalf of the City at any League general membership meeting, special membership meeting and/or function of the general membership.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Palm Beach County League of Cities Voting Delegate Form 2025			
SELECT, *if applicable*	**RESOLUTION:**	X	**ORDINANCE:**	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***	**RESOLUTION 2026-08** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPOINTING JOHNPAUL O'CONNOR, GREG LANGOWSKI, GARY WERNER, ERIK GLEASON, AND CHARLOTTE LEONARD AS THE CITY'S VOTING DELEGATE AND ALTERNATES TO THE PALM BEACH COUNTY LEAGUE OF CITIES, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**			

FISCAL IMPACT *(if any):*		$

CITY OF WESTLAKE

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPOINTING JOHNPAUL O'CONNOR, GREG LANGOWSKI, GARY WERNER, ERIK GLEASON, AND CHARLOTTE LEONARD AS THE CITY'S VOTING DELEGATE AND ALTERNATES TO THE PALM BEACH COUNTY LEAGUE OF CITIES, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to appoint a Voting Delegate and four (4) Alternates to the Palm Beach County League of Cities, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Council of the City of Westlake, Florida, hereby appoints the following Voting Delegate and four (4) Alternates to the Palm Beach County League of Cities, Inc as identified below and Exhibit A.:

Voting Delegate: JohnPaul O'Connor

Alternate: Greg Langowski

Alternate: Gary Werner

Alternate: Erik Gleason

Alternate: Charlotte Leonard

Alternate:

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extend of such conflict.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be

unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this _____ day of _____ 2026.

_____
City of Westlake
JohnPaul O'Connor, Mayor

_____
Odet Izquierdo, Acting City Clerk

Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

_____

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Voting Delegate: _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Alternate(s): _____ *Email:* _____

Action taken this _____ day of_____, 2026

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature* (SEAL)

www.palmbeachcountyleagueofcities.com | ajadoo@pbcgov.org
Tel. 561-355-4484 · Fax 561-355-6545
P.O. Box 1989, Gov. Center, West Palm Beach, FL 33402
Office: Governmental Center, 301 North Olive Ave., West Palm Beach, FL 33401

File Attachments for Item:

C. Approval of Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake

Submitted By: Administration

RESOLUTION 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Meeting Agenda Item Coversheet

MEETING DATE:	May 5, 2026	**Submitted By:** Administration			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Approval of Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake				
STAFF RECOMMENDATION: **(**MOTION READY)	Motion to approve Resolution 2026-09, authorizing the Mayor or Vice Mayor to execute the Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake for a vacant parcel of land.				
SUMMARY *and/or* JUSTIFICATION:	The City Council is being asked to approve an Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake for the acquisition of approximately 4.591 acres of vacant land located in Palm Beach County known as Parcel C2. The agreement establishes the terms and conditions of the transaction.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:		**PROCLAMATION:**		
	EXHIBIT(S):		**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*					
SELECT, *if applicable*	**RESOLUTION:**	X	**ORDINANCE:**		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***	**RESOLUTION 2026-09** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**				
FISCAL IMPACT *(if any):*			$		

CITY OF WESTLAKE

RESOLUTION NO. 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the Mayor or Vice Mayor to execute an Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Council of the City of Westlake, Florida, hereby approves and authorizes the Mayor or Vice Mayor to execute an Agreement for Purchase and Sale between Minto PBLH, LLC and the City of Westlake for a vacant parcel of land. A copy of the Agreement for Purchase and Sale is attached hereto as Exhibit “A”.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this _____day of _____2026.

_____
City of Westlake
JohnPaul O'Connor, Mayor

_____
Odet Izquierdo, Acting City Clerk

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (the "Agreement") is made and entered effective the _____ day of March, 2026, by and between the Seller (hereinafter defined) and the Buyer (hereinafter defined). Seller desires to sell the Property, and Buyer desires to buy the Property, upon the terms and conditions set forth in this Agreement.

1. DEFINITIONS.

(a) Seller: MINTO PBLH, LLC

(b) Buyer: CITY OF WESTLAKE

(c) Land: A vacant parcel of Land situated in Palm Beach County (the "County"), containing approximately 4.591 acres**,** the legal description of which is set forth on **Exhibit "A"** attached hereto and hereby made a part hereof, together with all existing easements, air and mineral rights and all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto including, if any, but not limited to: (i) all right, title and interest of Seller, if any, in and to adjacent streets, roads, alleys, or rights-of-way in any land lying in the bed of any street, road, or avenue, open or proposed, at the foot of or adjoining such land to the center line thereof, if any; and (ii) any pending or future award made in condemnation or in lieu thereof, if any.

(d) Improvements: any improvements situated upon the Land.

(e) Realty: The Land and the Improvements.

(f) Personalty: The Personalty shall include: (i) all licenses, applications, permits and franchises issued by any federal, state or local authorities, relating to the use, development, maintenance or operation of the Improvements, IF ANY;(ii) any pending or future award concerning the Property made in condemnation or in lieu thereof; and (iii) all architectural, engineering and construction plans, specifications and drawings relating to the Property owned by Seller, IF ANY.

(g) Property: The Realty and the Personalty.

2. PERSONALTY. Seller agrees to sell and convey the Personalty, IF ANY, to Buyer by Bill of Sale.

3. PURCHASE PRICE. The Purchase Price to be paid by Buyer to Seller for the Property shall be Ten and 00/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged.

4. EFFECTIVE DATE. The date of this Agreement ("Effective Date") shall be the date when the last of the Seller and Buyer has signed this Agreement.

5. EVIDENCE OF TITLE. Within five (5) days from the Effective Date, Seller shall, at Seller's expense, deliver to Buyer a title insurance commitment for the Property issued upon a nationally recognized Title Insurance Company, together with legible copies of all proposed schedule B exceptions, in the amount of

Three Million Four Hundred Thousand and 00/100 Dollars ($3,400,000.00). Any matters reflected as exceptions in the title insurance commitment and not objected to by the Buyer within ten (10) days from the receipt of the title insurance commitment by Buyer shall be considered as permitted exceptions. If Buyer objects to any exceptions or items contained therein, Buyer shall, within the above referenced Ten (10) day period, notify Seller in writing specifying defect(s). Seller shall then have the right, but not the obligation, to remove said defect(s). Should Seller elect not to cure, Buyer may terminate this Agreement or proceed to closing with title as is. At Closing the Seller shall pay the necessary premium to procure issuance of the Owner's title policy as above set forth.

6. SURVEY. Seller shall deliver to Buyer within Five (5) days of the Effective Date its existing survey. Buyer may have the Property surveyed at Buyer's expense.

7. UNDERTAKINGS OF SELLER. Seller shall, within Three (3) days from the Effective Date, deliver to the Buyer the following documents (the "Submittals"):

(a) Any existing environmental surveys and/or Audits in the Seller's possession or control; and

(b) Any other information or documentation materially concerning the Property in the Seller's possession or control.

8. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date, as follows:

(a) Seller has good and marketable title to the Properly, free and clear of all liens, encumbrances, Leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters except the Permitted Exceptions (to be determined as provided for hereinabove), no agreement other than this Agreement concerning or restricting the sale of the Property is in effect, and no person or entity has any right or option to acquire the Property other than Buyer.

(b) Seller has not contracted for any services or employment and has made no commitments or obligations therefore with respect to the Property and Seller is not a party to any Contracts affecting the Property. This representation shall survive the Closing of this transaction.

(c) No commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowners or homeowners' association, or to any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property and no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership and use of the Property. This representation shall survive the Closing of this transaction.

(d) Seller has received no written notice of the intention of any public authority or other entity to take or use the Property or any part thereof.

(e) Seller represents to Buyer that there are no Leases affecting the Property or any portion thereof.

(f) Seller has not received any written notice of violation, of any applicable building, zoning or other ordinances, resolutions, statutes, or regulations from any insurance company or governmental agency in respect to the operation or condition of the Property.

(g) To the best of the Seller's knowledge, the Property has not been in the past, and is not now, used as a depository or storage area for any toxic waste, hazardous materials or toxins. This representation shall survive the Closing of this transaction.

(h) There are no parties in possession or who have a right to possession of the Property except for Seller.

(i) All of the warranties and representations of the Seller set forth in this Agreement shall be true upon the execution of this Agreement, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date.

(j) In the event that the Buyer becomes aware prior to Closing that any of the Seller's warranties or representations set forth in Article 8 of this Agreement are not true on the Effective Date or at any time thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (i) terminate this Agreement by written notice thereof to Seller, or (ii) elect to close under this Agreement notwithstanding the failure of such representation and warranty.

9. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer is not a party to any commitment, obligation, agreement, litigation, or other proceeding which would prevent Buyer from completing the purchase of this property under this Agreement. Buyer has full authority to consummate the transaction described in this Agreement, such that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms. Neither the execution or delivery of this Agreement, nor the consummation by Buyer of the transaction contemplated hereby, nor compliance by Buyer with any of the provisions hereof will: (i) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Buyer is a party, or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Buyer. This representation shall survive the Closing of this transaction.

10. SPECIAL ASSESSMENT LIENS. All certified and pending special assessment liens as of the Closing Date are to be paid by Buyer.

11. RISK OF LOSS. Seller shall bear all risk of casualty loss to Property occurring prior to Closing. In the event of any damage or destruction to any of the Property prior to Closing, not restored by the Closing Date, Buyer shall have the right to rescind this Agreement.

12. SELLER'S OPERATIONS PRIOR TO CLOSING. Seller agrees that between the date hereof and the Closing Date, Seller shall:

(a) Not transfer any of the Property or create on the Property any leases, easements, liens, mortgages, encumbrances of other interests that would affect the Property or Seller's ability to comply with the terms and conditions of this Agreement.

(b) Promptly advise the Buyer, in writing, of the receipt of any and all notices of violation of laws or municipal ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health, or other state, or municipal departments or other governmental authorities having jurisdiction over the Property or the use or operation thereof.

(c) Promptly disclose in writing to Buyer any material change in any facts or circumstances of which would make any of the representations, or other provisions of this Agreement inaccurate, incomplete or misleading.

(d) Cooperate with Buyer and exercise its best efforts, at no cost or expense to Buyer, to assist Buyer in carrying out the transactions contemplated herein and in delivering all documents, instruments, or copies thereof or other information deemed reasonably necessary or useful by Buyer.

13. INSPECTION AND FEASIBILITY. Buyer shall have until forty-five (45) days from the Effective Date (hereinafter referred to as the "Inspection Period") to determine, in Buyer's sole discretion, whether the Property is suitable for Buyer's intended use of the Property. Buyer, its employees, agents or independent contractors shall be permitted to come onto the Property, upon reasonable prior verbal notice, during the Inspection Period in order to examine the Property and perform their own investigations, engineering, surveying work, soil tests, percolation, permeability tests and feasibility studies thereon; all as may be necessary or desirable in the sole opinion of the Buyer in order for Buyer to evaluate the physical and economic characteristics of the Property, as well as other matters as may be deemed by the Buyer to be reasonably necessary in order for Buyer to generally evaluate the Property and determine the feasibility and advisability of Buyer's purchasing of the same for the purposes and uses contemplated by the Buyer, including, without limitation, independent investigations and inquiries concerning all applicable zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the Property and its use as well as the availability of access and utility services thereto, the possibilities and conditions upon which the Property can be developed and used within the corporate limits of the City of Westlake, Palm Beach County, Florida. Buyer, as a condition to its exercise of such right of entry and inspection, specifically agrees to defend, indemnify, save and hold Seller harmless from and against any loss, damage, liens, liability, suit, injury, claim, cost or expense arising from the exercise by the Buyer or its employees, agents, engineers, surveyors, architects, or consultants of such right of entry. Buyer shall, in addition, provide Seller with evidence of insurance, reasonably satisfactory to Seller, supporting the indemnification, for any of Buyer's agents, professionals, contractors or subcontractors, who will be performing any physical testing upon the Property.

In the event that the results of such inspections, investigations, and inquiries are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller in writing of that fact and determination on or before 5:00 p.m. on the date of the

expiration of the Inspection Period then, at Buyer's option, Buyer may thereupon terminate this Agreement. The failure of the Buyer to notify Seller in writing of the unacceptability of such inspections, investigations and inquiries before the expiration of said Inspection Period, however, shall be deemed to be and constitute a waiver by Buyer of its right to terminate this Agreement pursuant to the provisions of this Article. Nothing contained herein shall prevent or prohibit Buyer from giving Seller notice that Buyer's intended use of the Property is not feasible at any time within said Inspection Period.

Upon termination of this Agreement by the Buyer, in accordance with this Article, the Buyer shall:

(a) Deliver to Seller copies, or the originals, of all surveys, inspection reports, tests, results, verifications, engineering studies, geological studies, surveying work, plats, maps, results of test borings, studies, land use plans and the like prepared or conducted by or for Buyer pursuant to this Agreement; and

(b) Reasonably restore the Property to the condition as existed as of the date of this Agreement, in reference to any work undertaken by Buyer pursuant to this Article 13.

14. CLOSING DATE. Subject to all of the terms, covenants, and conditions hereof, the sale and purchase transaction contemplated in this Agreement shall be closed on or before Five (5) days from the end of the Inspection Period, unless the Closing Date shall be extended by the parties in writing in accordance with the terms and provisions of this Agreement, at the offices of the Seller's attorney, LEWIS, LONGMAN & WALKER, P.A., provided that the Agreement has not been prior thereto terminated by the Buyer in accordance any of the provisions of this Agreement. Seller shall execute and deliver the special warranty deed, and other documents contemplated and required to be executed and delivered pursuant to the provisions of this Agreement. Seller and Buyer shall also execute and deliver to the Seller such other documents at such Closing as may be reasonably required of them in order to consummate and close the sale and purchase transaction contemplated in this Agreement pursuant to the terms hereof.

15. CLOSING DOCUMENTS. In addition to those documents otherwise required herein to be delivered, Seller shall deliver to Buyer the following documents at Closing satisfactory to Buyer and its counsel:

(a) A Special Warranty Deed, in recordable form, by which Seller shall convey the Property to Buyer, subject only to the Permitted Exceptions. **The Special Warranty Deed will include a deed restriction requiring the Property be used for civic uses only, which shall run with the land.**

(b) A Bill of Sale by which Seller shall convey and warrant the title to the Personalty to Buyer, IF ANY;

(c) Such other items, instruments, or affidavits as Buyer's counsel, or Buyer's lender, may reasonably require.

16. PRORATIONS. The following matters concerning the Property will be apportioned between Buyer and Seller as of the Closing Date:

(a) All taxes and special and other assessments (including future installments of special assessments) which have become a lien upon the Property or any part thereof prior to

the Closing Date shall be paid by Seller and proof of such payment shall be given to Buyer prior to or at the Closing, or, at Seller's option, credit shall be given to Buyer therefore. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and any other exemptions if allowed for said year. If the Closing Date occurs on a date when the current year's millage is not fixed, but the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's taxes; provided, however, if there are completed improvements on the Property by January 1st of the year in which the Closing Date occurs, which were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, the parties shall use such informal assessment as may be developed by the County Property Appraiser. However, any tax proration based on such an estimate, at the request of either Buyer or Seller, shall be readjusted upon receipt of the final tax bill as a post-Closing adjustment. This provision shall survive the Closing;

17. LIENS. Seller shall, both as to the Property and Personalty being sold hereunder, furnish to buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements to the Property for Ninety (90) days immediately preceding the date of Closing.

18. EXPENSES. All customary closing costs, including, but not limited to, state documentary stamps which are required to be affixed to the instrument of conveyance, the cost of the title insurance policy, the cost of recording the deed and the cost of recording any corrective instruments shall be paid by Seller.

19. ATTORNEY FEES AND COSTS. In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

20. DEFAULT. If this Agreement is not otherwise terminated pursuant to the terms hereof, and should Buyer fail to perform this Agreement within the time specified, the Seller may proceed in equity to enforce its rights under this Agreement. Should the Seller default or breach any obligation hereunder, the Buyer may seek specific performance of this Agreement, thereby waiving any action for damages.

21. AGREEMENT NOT RECORDABLE, PERSONS BOUND AND NOTICE. Neither this Agreement nor any notice thereof shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

22. SOLE AND ENTIRE AGREEMENT. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the conveyance of Property and constitutes the sole and entire Agreement between Seller and Buyer with respect hereto.

23. MODIFICATIONS. No alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto unless and until reduced to writing and signed by both parties.

24. ASSIGNMENT. This Agreement is not assignable.

25. INTERPRETATION. For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

(a) This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by and adjudicated in accordance with the internal laws of the State of Florida. Venue shall be in Palm Beach County, Florida.

(b) Wherever in this Agreement the singular is used, the same shall include the plural, and vice versa, and wherever in this Agreement the masculine gender is used, the same shall include the feminine and neuter genders, and vice-versa.

(c) The captions, headings, and section numbers appearing in this Agreement are inserted as a convenience only and in no way define, limit, construe, or describe the scope or intent of such sections nor in any way effect the interpretation hereof.

(d) The phrase "this Agreement" means this Agreement as it may be amended and/or supplemented from time to time.

(e) Wherever the words "includes" or "including" are used in this Agreement, the same shall not be construed to restrict or limit any of the language, terms or definitions used in association therewith.

(f) Any reference in this Agreement to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity.

(g) The words “Land", "Improvements", "Realty", "Property", "Submittals", and "Personalty" shall be interpreted to include any and all respective portions thereof.

(h) Whenever this Agreement requires that something be done within a period of days, such period shall: (i) not include the day from which such period commences; (ii) include the day upon which such period expires; (iii) expire at 5:00 p.m. local time on the date by which such thing is to be done; (iv) if five (5) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the state where such thing is to be done, such period shall be extended to the first business day thereafter; and (v) if less than five (5) days, be construed to exclude any Saturday, Sunday, or legal holiday in the state where such thing is to be done which falls within such period.

(i) It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart.

(j) Wherever in this Agreement provision is made for the doing of any act by any person, it is understood and agreed that such act shall be done by such person at its own cost and expense unless a contrary intent is expressed.

26. JUDICIAL CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof. This Agreement shall be construed pursuant to the laws of the State of Florida.

27. CLOSING DATE. The words "Closing" and "Closing Date", or words of similar import, as used in this Agreement, shall be construed to mean the originally fixed Closing Date specified herein or any adjourned time and date specified herein or agreed to in writing by the Parties or any earlier date permitted herein.

28. DELIVERY OF POSSESSION. Possession of the Property shall be delivered to Buyer at Closing.

29. INDEMNIFICATION. Seller hereby agrees that it alone shall be liable for the payment of all costs and expenses, liabilities, obligations and claims arising out of its ownership of the Property prior to the Closing Date, except as to any liabilities expressly assumed by Buyer in this Agreement (collectively, the "Liabilities"). Seller agrees to defend, indemnify and hold Buyer harmless, regardless whether or when the closing shall have occurred, from any and all loss, cost or damage, including, without limitation, attorney's fees and court costs, arising from any of the Liabilities. Buyer shall similarly indemnify Seller as to any and all costs and expenses, liabilities, obligations and claims arising out of Buyer's ownership of the Property subsequent to the Closing Date. The provisions of this paragraph shall survive Closing hereunder for a period of one (1) year from the date of the Closing, or the date of the termination of this Agreement.

30. NOTICES. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon receipt by electronic delivery or when delivered by hand or courier to the addresses shown below:

AS TO SELLER: Minto PBLH, LLC
Attention: John Carter
_____
_____
_____

WITH A COPY TO: Tara Duhy, Esquire
Lewis, Longman & Walker
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401
Email: tduhy@llw-law.com

AS TO BUYER: _____
_____
_____
_____

WITH A COPY TO: _____
_____
_____
_____

31. SAVING CLAUSE. Should any provision of this Agreement for application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

32. NO WAIVERS. No delay or omission by either Party hereto to exercise any right or power accruing on any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as otherwise herein provided. A waiver by either of the Parties hereto or any of the covenants, conditions, or agreements hereof to be performed by either shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, condition, or agreement herein contained.

33. NO MERGER. The statements, representations and warranties set forth in this Agreement shall not survive the Closing, except where specifically provided to the contrary.

34. BROKERS. Seller and Buyer hereby acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer. Seller and Buyer each warrant to the other that no other commissions are payable by Seller and Buyer or due to any other broker or finder in connection with this Agreement or the transaction contemplated herein, and Seller and Buyer each hereby agree to indemnify, defend, save and hold the other harmless from and against the payment of any other commissions or fees or claims for commissions or fees; it being expressly agreed that the foregoing agreement of indemnification shall survive any Closing under this Agreement.

35. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

36. AS IS. In the event that Buyer does not terminate this Agreement during the Inspection Period as hereinabove provided, the Property shall be sold in an "as is" condition as of the Closing Date.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year indicated.

Witnesses:

_____

Printed Name: _____

_____

Printed Name: _____

Buyer: MINTO PBLH, LLC

_____

By: _____

Its: _____

Date: _____

Witnesses:

_____

Printed Name: _____

_____

Printed Name: _____

Seller: CITY OF WESTLAKE

_____

By: _____

Its: _____

Date: _____

EXHIBIT "A"

Legal Description of the Property

TRACT C-2 OF WESTLAKE CIVIC TRACT C-2, REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 135, PAGE 73, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING: 199,978 SQUARE FEET OR 4.591 ACRES, MORE OR LESS

Revised on June 11, 2025 at 9:39 am as Revision 6

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	**Old Republic National Title Insurance Company**
Issuing Office:	**595 South Federal Highway, Ste 200Boca Raton, Florida 33432**
Loan ID Number:	
Commitment Number:	**23011980 Examiner - Greg Winters - gwinters@oldrepublictitle.com**
Your File No.:	
Property Address:	**Westlake Civic Tract C-2 Replat, Palm Beach, FL FL**

Old Republic National Title Insurance Company
595 South Federal Highway, Ste 200
Boca Raton, Florida 33432
deerfieldtitleorders@oldrepublictitle.com
Phone: 954-421-4599

SCHEDULE A
COMMITMENT

1. Commitment Effective Date: May 22, 2025 at 8:00am

2. Policy to be issued:

   (a) 2021 ALTA OWNER'S POLICY (with Florida Modifications) Proposed Insured:
   Proposed Policy Amount: $3,400,000.00

   Palm Beach County, Florida

   (b) 2021 ALTA LOAN POLICY (with Florida Modifications) Proposed Insured:
   Proposed Policy Amount: N/A

   N/A

3. The estate or interest in the Land described at the Commitment Date is Fee Simple.

4. The Title is, at the Commitment Date, vested in: **Minto PBLH, LLC, a Florida limited liability company by Warranty Deed recorded in Official Records Book 26871, Page 505; Quitclaim Deed recorded in Official Records Book 26871, Page 511 and by Quitclaim Deed recorded in Official Records Book 34464, Page 954.**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. The Land is described as follows:

Tract C-2 of Westlake Civic Tract C-2, Replat, according to the plat thereof recorded in Plat Book 135, Page 73, of the public records of Palm Beach County, Florida;

Old Republic National Title Insurance Company
595 South Federal Highway, Ste 200
Boca Raton, FL 33432
954-421-4599

_____
Authorized Signature

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B - I
COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a) Intentionally deleted

   b) Statutory Warranty Deed from Minto PBLH, LLC, a Florida limited liability company to the proposed insured

      In connection with said deed, we will further require:
      1) Proof of good standing from the Florida Department of State.
      2) That said deed shall be executed by a manager authorized to execute a conveyance.
      3) Recordation of a Limited liability company affidavit made with reference to the land and the transaction.
      4) The Company reserves the right to make such further requirements as it deems necessary after review of any of the documentation required above.

5. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued. Said affidavit must be stated in a positive, and not a qualified manner.

6. Affidavit from the current owner stating that there are no improvements currently located on the land that are not shown on the previous survey prepared by Gary A. Rager LS4828, GeoPoint Surveying, Inc. LB 7768, under Job No. POD C-2_BS, dated March 9, 2023 will be acceptable when finalized to delete survey exceptions at closing.

   Note: Standard exceptions 1 through 5 will be deleted upon receipt of a satisfactory survey affidavit and satisfactory owner's affidavit.

7. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that the Company, or its

Agent countersigning this Commitment, has disbursed said proceeds.

8. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

9. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

   Note: Taxes for the year 2025 became a lien on the land January 1st although not due or payable until November 1st of said year.
   Taxes for the year 2024 are exempt. Tax ID Number 77-40-43-01-27-003-0010.
   Taxes for the year 2024 in the amount of $23,763.00 are paid. Tax ID Number 77-40-43-01-27-003-0020.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Palm Beach County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B - II
COMMITMENT

Exceptions From Coverage

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.

3. Rights or claims of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

5. Easements or claims of easements not shown by the public records.

6. General or special taxes and assessments required to be paid in the year 2025 and subsequent years.

7. All matters contained on the Plat of Westlake Civic Tract C-2, Replat, according to the plat thereof recorded in Plat Book 135, Page 73, of the public records of Palm Beach County, Florida.

8. Oil, gas and mineral reservations in favor of Southern States Land and Timber Corporation, as contained in Deed recorded in Deed Book 941, page 526, as modified by the instruments recorded in Deed Book 952, Page 67, and in Official Records Book 312, page 342, of the public records of Palm Beach County, Florida.

   The right of surface entry having been terminated by operation of the Florida Marketable Record Title Act, Chapter 712, Florida Statutes.

9. Intentionally deleted per 28084-985

10. Easement granted to Florida Power and Light Company recorded in Official Records Book 30524, Page 1769, of the public records of Palm Beach County, Florida.

11. Underground Easement (Business) granted to Florida Power and Light Company recorded in Official Records Book 30363, Page 1416 as corrected by Corrective Underground Easement (Business) recorded in Official Record Book 30385, Page 660, of the public records of Palm Beach County, Florida.

12. Drainage Easement granted to Seminole Improvement District f recorded in Official Records Book 34464,

Page 955, of the public records of Palm Beach County, Florida.

13. Survey prepared by Gary A. Rager LS4828, GeoPoint Surveying, Inc. LB 7768, under Job No. POD C-2_BS, dated March 9, 2023 discloses no objectionable matters.
Note: This exception will not appear on any policy issued pursuant to the commitment.

As a matter of information, the following appear in the public records:

a) Recorded Notice of Environmental Resource Permit recorded in Official Records Book 27737, Page 15, and
b) Recorded Notice of Environmental Resource Permit recorded in Official Records Book 29976, Page 82.

File Attachments for Item:

D. Discussion of City Events

Submitted By: Administration

Meeting Agenda Item Coversheet

MEETING DATE:	May 5, 2026	**Submitted By:** Administration
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Discussion of City Events	
STAFF RECOMMENDATION: **(**MOTION READY)	Discussion item only	
SUMMARY *and/or* JUSTIFICATION:	This item is presented for City Council discussion regarding the City of Westlake's established community events requested by Councilwoman Leonard. The City currently hosts several signature events designed to promote community engagement, enhance quality of life, and bring residents together, including: • **SpringFest** – An annual, free, family-friendly event celebrating the spring season with activities, vendors, and community programming. • **FourthFest** – The City's annual Independence Day celebration featuring live entertainment, food vendors, and a fireworks show, serving as one of Westlake's largest community gatherings. • **City 5K Run/Walk** – A community-focused event promoting health, wellness, and resident participation, which includes coordinated logistics such as road closures and safety planning. • **Holiday Pop-Up Market** – A seasonal event that supports local vendors and provides a festive shopping experience for residents during the holiday season.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*				
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***		
FISCAL IMPACT *(if any):*		$

File Attachments for Item:

E. Westlake Video Initiative

Submitted by: Special Events & Project Coordinator

Meeting Agenda Item Coversheet

MEETING DATE:	May 5, 2026	**Submitted By:** Special Events & Project Coordinator
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Westlake Video Initiative	
STAFF RECOMMENDATION: **(**MOTION READY)	Discussion and direction from City Council regarding participation in the CGI Community Video Magazine Program.	
SUMMARY *and/or* JUSTIFICATION:	Staff is presenting the CGI Company's Community Video Magazine Program for City Council discussion and consideration. This initiative would be provided at no cost to the City and offers an opportunity to professionally showcase Westlake, including promotion of the City's upcoming 10-year anniversary and other key initiatives. Through partnerships with local businesses, CGI fully funds the program and provides comprehensive video production services. Deliverables include up to four one-minute videos over a 2–3 year period, quarterly video magazine content, scriptwriting, filming, editing, media distribution, and hosting/streaming services. Optional aerial footage may also be included, subject to FAA approval. The program would allow the City to enhance its marketing and communication efforts through high-quality, professionally produced content that can be shared across the City's website and media platforms. Staff is seeking Council direction on whether to proceed with this initiative and execute the agreement with CGI.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	CGI Community Video Magazine Agreement • Westlake Video Initiative Memo • Sample Video Links and Content Examples			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***		
FISCAL IMPACT *(if any):*		$

MEMO

TO: Zoie Burgess, Acting City Manager

FROM: Yla Flores, Special Events and Projects Coordinator

DATE: April 24, 2026

RE: CGI Company – Westlake Video Initiative

This creative initiative would come at no cost to the City of Westlake and offers a strong opportunity to showcase the City's upcoming 10-year anniversary in the first video or feature any other priority topic the city would like to highlight. Program costs are offset through CGI's partnerships with local businesses, which help them fund the marketing, video production, and advertising efforts. Here is what they would provide for us:

- Produce up to four 1-minute videos based on City-selected content. This based on a 2–3-year span or timeframe.
- Optional aerial footage, subject to FAA and nearby airport approvals.
- Create four quarterly Video Magazine articles using City input.
- Distribute press releases to local and national media outlets.
- Provide scriptwriting and video content consultation.
- Film on location at City sites with a videographer.
- Handle full video production: planning, filming, graphics, editing, color, music, and audio.
- Deliver videos in multi-format streaming with OneClick™ Technology.
- Host and stream videos on CGI's dedicated servers.
- Manage all business participation, including marketing, production, printing, and distribution.
- Enable access to the Community Video Magazine through the City website.
- License CGI code for linking/streaming the video magazine.

- Retain copyrights to the master CommunityHelloNation™ Video Magazine.
- Cover all costs of the Community Video Magazine Program.

I would share with Council the attached agreement from CGI that provides more detailed information. I have also included additional information on how to maximize content and some suggestions on video topics.

Here is an example of a video: https://www.zephyrhills.gov/

Here is an example of what the content would look like on our website: https://cambridgeoh.org/

Name:

Title:
Address:
City, State, Zip:
Phone number:
Website:
Email:

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Westlake (" the City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Magazine Program is made available for viewer access on different devices via a link on the https://www.westlakegov.com/ City website.

During the term of this Agreement, CGI shall:

- Produce up to 4 one-minute videos with content of the City's choosing
- Provide multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s) *optional*
- Produce four (4) quarterly Video Magazine Articles based on direct input and/or concepts provided by the city, or as deemed appropriate by HelloNation.
- Press release articles to our media outlets for local and national exposure
- Provide script writing and video content consultation
- Send a videographer to City's locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection, audio mastering
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds
- Store and stream all videos on CGI's dedicated server
- Be solely responsible for all business participation fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Magazine Program from City's https://www.westlakegov.com/ website.
- Grant to City's a license to use CGI's Line of Code to link to and/or stream the video magazine
- Own copyrights of the master CommunityHelloNation™ Video Magazine
- Assume all costs for the Community Video Magazine Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction or video press release for the program on City's letterhead
- Assist with the content and script for their Community Video Magazine Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Community Video Magazine Program
- Display the "HelloNation™ Video Magazine" link prominently on the https://www.westlakegov.com/ homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Magazine Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity's right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. The City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

City of Westlake, FL	**CGI Communications, Inc. D/B/A CGI Digital**
Signature:	
Name (printed):	**Name (printed): Nicole Rongo**
Title:	**Title: Vice President, Government Relations & Strategic Partnerships**
Date:	**DATE: 3/30/26**

GET THE MOST OUT OF YOUR VIDEO TOUR!

WEBSITES

- Feature the Video Tour on the official community homepage
- Use our content for your website page headers
- Provide video tour for your:
  - Chamber of Commerce
  - Economic Development Agencies
  - Main Street Association
  - Convention and Visitor's Bureau
  - Other websites that aid in the promotion of the area

EMAIL/TEXT

- Embed video link into email signatures
- Send specific video chapters to residents, visitors and businesses

SOCIAL MEDIA

- Facebook
- YouTube
- Instagram
- Twitter
- LinkedIn
- Internal departments social media platforms

Pro-tip

Share your videos at least once a month on social media platforms to reach new audiences!

OTHER

- Play videos on your cable access channel
- Play videos prior to State of the City Address, meetings, and presentations
- Share Video Tour with real estate agencies and school districts
- Local businesses, non-profits, and organizations can also feature the Video Tour on their website and social media platforms
- Trailer for your local movie theater: Example

cgi DIGITAL

Video Tour Topics

Welcome
Education
Health & Wellness
Workforce Development
Municipal Services
Recruitment
Green Initiatives
Community Organizations
Entertainment & Attractions
Real Estate/Relocation
Quality of Life
Economic Development
Tourism
Business & Industry
Parks & Recreation
Recreation/Things to Do
Arts & Culture
History
Diversity & Inclusion
Agritourism/Agriculture
Shopping & Dining
Professional Services
Manufacturing
Technology
Hometown Heroes
Public Safety

File Attachments for Item:

F. Discussion of Contracted Services

Submitted By: Administration

Meeting Agenda Item Coversheet

MEETING DATE:	May 5, 2026	**Submitted By:** Administration			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	Discussion of Contracted Services				
STAFF RECOMMENDATION: **(**MOTION READY)	Discussion item only; no formal action required.				
SUMMARY *and/or* JUSTIFICATION:	This agenda item is presented for discussion regarding the City's contracted services. The purpose is to review current service agreements, evaluate performance and efficiency, and identify any potential areas for improvement, cost savings, or future procurement needs. Staff seeks Council direction on any desired changes, enhancements, or next steps related to contracted services.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:		**PROCLAMATION:**		
	EXHIBIT(S):		**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*					
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***					
FISCAL IMPACT *(if any):*			$		

SECOND ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES, INC.

THIS SECOND ADDENDUM TO AGREEMENT ("Second Addendum"), dated the 2nd day of August, **2022**, between:

THE CITY OF WESTLAKE, a Florida municipal corporation, hereinafter referred to as "CITY,"

and

CHEN MOORE & ASSOCIATES, INC., a Florida corporation hereinafter referred to as "CONSULTANT".

WHEREAS, on September 19, 2016, the CITY entered into an agreement with CONSULTANT for professional services (the "Original Agreement") pursuant to Section 287.055, F.S.; and

WHEREAS, on September 9, 2019, the CITY and CONSULTANT entered into an Addendum to Professional Services Agreement to renew the term of the Original Agreement for an additional three (3) years ("Addendum"); and

WHEREAS, the CITY and CONSULTANT agree to extend the term of the Original Agreement, as amended for three (3) additional years and provide for an additional renewal period of two (2) years upon mutual consent of the parties; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the CITY and CONSULTANT agree to amend the Original Agreement, as amended, as follows:

1. RECITALS: Each whereas clause set forth above is true and correct and incorporated herein by this reference.

2. TERM: Article 1 of the Original Agreement, as amended, is hereby extended as follows. The CITY and CONSULTANT agree to extend the term for an additional three (3) year period up to an including September 18, 2025. Upon the mutual consent of the parties, the Original Agreement may be renewed for an additional period of two (2) years up to and including September 18, 2027.

3. The Original Agreement is hereby amended to specifically create Article 20 & Article 21 as follows:

ARTICLE 20. SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-

agreements entered into for the performance of services under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 21. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONSULTANTs, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by CONSULTANT to perform work pursuant to the contract with the City of Westlake. The CONSULTANT acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Westlake; and

(iii) The CONSULTANT shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONSULTANT shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

4. **PURSUANT TO FLORIDA STATUTES §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

5. Section 3(a) of the Original Agreement is hereby amended to revise Schedule A as set forth in this Second Addendum attached hereto and incorporated herein.

6. **ORIGINAL AGREEMENT:** All of the terms and conditions of the Original Agreement, as amended from time to time, shall be binding and remain in full force and effect except as expressly amended hereinabove. In the event of a conflict between the Original Agreement, Addendum, and this Second Addendum, this Second Addendum shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF WESTLAKE:

BY: _____
Kenneth G. Cassel, City Manager

Attest:

_____
Zoie P. Burgess, CMC
City Clerk

Approved as to form and legal sufficiency:

_____
Donald J. Doody, Esq.
City Attorney

CHEN MOORE & ASSOCIATES, INC., a Florida corporation

_____
Peter Moore, President & CEO

ATTEST:

Name: _____

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

March 11, 2025

SENT VIA E-MAIL (kcassel@westlakegov.com)

Mr. Ken Cassel
City Manager
City of Westlake
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Subject: **City of Westlake**
Proposal for EAR-Based Comprehensive Plan Update
25-0286.P0001 Task 002

Dear Mr. Cassel:

Chen Moore and Associates (CMA) is pleased to submit this proposal to update the City of Westlake Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163.3191, Florida Statutes (F.S.).

PROJECT INTRODUCTION

The proposed scope includes a detailed review of the elements including Policy (Goals, Objectives and Policies GOPs) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

The Department of Commerce provided a letter determining that the submittal date of the Updated Document is February 27, 2026 (Exhibit B).

PROJECT STAFFING

Chen Moore and Associates – Land Planning and Engineering
Via Planning, Inc, Transportation Planning

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions and correspondence is as follows:

Task 1: Kick-off meeting, Coordination and Public Meetings

- Consultant will meet with City's Staff for the project kick-off meeting to coordinate scope, project schedule and deliverables.
- Consultant will meet with City's and Seminole Improvement District (SID) Staff throughout the project as needed.
- Consultant will prepare one (1) power point to be presented at the following public meetings:
  - -Initial informational City Council Workshop (1)
  - -Local Planning Agency Board (1)
  - -Council Transmittal Hearing (1)
  - -Council Adoption Hearing (1)

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

Task 2. Update Elements - Data & Analysis and Goals, Objectives and Policies (GOPs)

- Consultant will review and update the GOPs, and Data and Analysis of the Comprehensive Plan elements. This will include coordination with Seminole Improvement District (SID) and City departments as needed. The following elements will be updated:
  - Administrative Element
  - Future Land Use Element *(includes population projection)*
  - Transportation Element
  - Infrastructure Element *(Coordination with SID)*
  - Conservation Element
  - Recreation and Open Space Element
  - Housing Element
  - Capital Improvements Element *(Coordination with SID)*
  - Intergovernmental Coordination Element
  - Private Property Rights

Task 3. Update Map Series required by Florida Statutes

- Consultant will update Comprehensive Plan maps to be in compliance with Florida Statutes. The subject maps will be updated by GIS data.

Task 4. Final Document and Processing

- Consultant will prepare final documents including GOPs, Data & Analysis, and Maps per the Coordinated Review Process as outlined in Section 163.3184(4), Florida Statutes:
  a. Local Planning Agency (LPA) Hearing
  b. First Reading - City Council Hearing
  c. Transmittal of proposed document to Florida Department of Commerce, Bureau of Comprehensive Planning and seven (7) required agencies *(Palm Beach County; TCRPC; SFWMD, DEP; FDOT; Department of Education; Department of State).*
  d. Respond to the ORC Report if needed (Objections, Recommendations and Comments)
  e. Second Reading – City Council Adoption Hearing
  f. Transmittal of adopted document to Florida Department of Commerce and required seven (7) agencies.
- Consultant will update subject document throughout the process as needed to be in compliance with Florida Statutes.

ASSUMPTIONS

This scope of service assumes the following:

- The City and SID will provide the word document of current Comprehensive Plan; existing GIS mappings and other pertinent information required to complete the project.

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

DELIVERABLES AND SCHEDULE

CMA will provide two (2) hard copies and electronic copies of the final document. Consultant shall schedule work upon receipt of P.O.

Please see the following project schedule:
Month 1: Kick off meeting, and one (1) Informational Workshop with City Council
Month 1 to 8: Update Elements (GOPs and Data and Analysis) and Maps
Month 9: LPA and City Council Transmittal Hearing to Department of Commerce (State Land planning Agency)
Month 10 and 11: Within 60 days, State will provide ORC report (Objection, Recommendation and Comment)
Month 12: Adoption Hearing and Final transmittal of adopted document to the State and Agencies

FEE SUMMARY

CMA will provide services for a lump sum amount of not to exceed **$135,840.00.**

	TASKS	%	COST
1	**Kick-off meeting with City Staff, Coordination through Entire Project; Workshop (1); Hearings (LPA, Transmittal, and Adoption)**	15%	$20,376
2	**UPDATE ELEMENTS - Data & Analysis and GOPs**	70%	$95,088
	Administrative		
	Future Land Use		
	Transportation		
	Infrastructure		
	Conservation		
	Recreation and Open Space		
	Housing		
	Conservation		
	Intergovernmental Coordination		
	Capital Improvements		
	Private Property Rights		
3	**Map Series Update**	5%	$6,792
4	**Final Document and Processing (including ORC report)**	10%	$13,584
	TOTAL	**100%**	**$135,840.00**

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

Should you have any questions, please do not hesitate to contact me at my office at (561) 758-2252 or on my cell phone at (561) 510-3138 or send me an electronic message at nzacarias@chenmoore.com.

Respectfully submitted,

Nilsa Zacarias

CHEN MOORE AND ASSOCIATES

Nilsa Zacarias, AICP

Director of Planning

Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: City of Westlake Comprehensive Plan Update
Client Name: **City of Westlake**
Client Contact: **Mr. Ken Cassel**
Client Address: **4001 Seminole Pratt Whitney Rd.**
Client Phone/Fax: **(954) 826-0056**
Client E-mail: **kcassel@westlakegov.com**

CMA Proposal No. **25-0286.P0001 Task 002**
Agreement Date:

FEE: Planning Lump Sum of **$135,840**

Reimbursable Allowance of **$N/A**

RETAINER: **N/A**

Notice to Owner: The client is City of Westlake.

The undersigned agrees to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Jason McClair/Vice President
Print Name/Title

4/3/2025
Date

CITY OF WESTLAKE (CLIENT)

Authorized Signature

Kenneth Cassel | City Manager
Print Name/Title

4/3/2025
Date

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

EXHIBIT B

Letter issued by the Department of Commerce

March 5, 2025

RESPONSE VIA E-MAIL ONLY

Ms. Nilsa Zacarias
City Planner
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470

Subject: City of Westlake Evaluation and Appraisal Notification Acknowledgement Letter

Dear Ms. Zacarias:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on March 1, 2025 and received by FloridaCommerce on February 27, 2025.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to FloridaCommerce by February 27, 2026, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), F.S. Please also be aware that Section 163.3191, F.S., was amended to read in part "updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle."

James Stansbury of FloridaComerce's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850)717-8512.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

CITY OF WESTLAKE
FLORIDA

CITY COUNCIL

JohnPaul O'Connor
Mayor

Greg Langowski – Seat 4
Vice Mayor

Gary Werner – Seat 1
Erik Gleason– Seat 2
Charlotte Leonard – Seat 3

ADMINISTRATION

Kenneth Cassel
City Manager

CITY ATTORNEY

Donald J. Doody, Esq.
City Attorney

February 27, 2025

Mr. James Stansbury, Regional Planning Administrator
Bureau of Community Planning and Growth
Florida Commerce
Caldwell Building
107 East Madison- MSC 160
Tallahassee, Florida 32399

Re: City of Westlake - *Evaluation and Appraisal Notification Letter*

Dear Mr. Stansbury:

In compliance with Florida Statutes, the City of Westlake is pleased to transmit this Evaluation and Appraisal Notification Letter that is due on March 1, 2025.

Per F. S. 163.3191, the City has reviewed the current adopted Comprehensive Plan and has determined that plan amendments are necessary to reflect changes in state laws.

Should you have any questions, or require any additional information, please do not hesitate to contact our office at telephone 561.530.5880.

Sincerely,

Ken Cassel
City Manager
Kcassel@westlakegov.com

Cc: Mayor John Paul O'Connor and City Council
Donald J. Doody, City Attorney

Encl.: Letter received from Florida Commerce

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES, INC.

This Addendum to Professional Services Agreement ("Addendum") dated September 9, 2019, between the **City of Westlake** ("City"), a Florida municipal corporation, located at 4001 Seminole Pratt Whitney Road, Westlake Florida, 33470, and **Chen Moore & Associates, Inc.,** ("Engineer"), a Florida profit corporation, located at 500 Australian Avenue South, Suite 530, West Palm Beach, FL 33401, collectively referred to as "Parties".

WHEREAS, the City previously entered into a contact for Professional Services with Chen Moore & Associates, Inc., on or about September 19, 2016; and

WHEREAS, the term of the agreement provides for a term of three years, with the option to renew upon mutual agreement of the Parties; and

WHEREAS, the City desires to continue to utilize the professional services of Chen Moore & Associates, Inc., as the engineer for the City; and

WHEREAS, the Parties intend to renew the Agreement and to modify provisions for public records request to comply with recent legislative changes.

NOW THEREFORE, the Parties hereby agree to the following amendments to the Agreement effective September 9, 2019.

1. **Article 1.** Term of Agreement existing provision shall be deleted as follows and replaced with the underlined provision:

<u>This Agreement shall be renewed for a term of three (3) years.</u>

2. **Article 11.** Public Records provision shall be modified as follows.

The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer in conjunction with this Agreement. In additional to allowing access to public records, the Engineer shall provide the following with respect to public records:

(a) Keep and maintain public records required by City to perform the services under this Agreement.

(b) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to City.

(d) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Engineer upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Engineer transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Engineer keeps and maintains public records upon completion of this Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Engineer to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

~~A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Engineer will expeditiously provide any requested records to City to enable City to respond to the public records request.~~

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

3. Except as otherwise expressly set forth in the Addendum, the Agreement shall remain unchanged and in full force and effect in accordance with the terms and provisions contained therein.

IN WITNESS WHEREOF, the Parties have executed this Agreement, this day and year first above written.

Attest:

City Clerk, Sandra DeMarco

CITY OF WESTLAKE, FLORIDA

Kenneth G. Cassel, City Manager

Chen Moore & Associates, INC.

BY: PETER MOORE, President

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES, INC.

This Addendum to Professional Services Agreement ("Addendum") dated September 9, 2019, between the **City of Westlake** ("City"), a Florida municipal corporation, located at 4001 Seminole Pratt Whitney Road, Westlake Florida, 33470, and **Chen Moore & Associates, Inc.,** ("Engineer"), a Florida profit corporation, located at 500 Australian Avenue South, Suite 530, West Palm Beach, FL 33401, collectively referred to as "Parties".

WHEREAS, the City previously entered into a contact for Professional Services with Chen Moore & Associates, Inc., on or about September 19, 2016; and

WHEREAS, the term of the agreement provides for a term of three years, with the option to renew upon mutual agreement of the Parties; and

WHEREAS, the City desires to continue to utilize the professional services of Chen Moore & Associates, Inc., as the engineer for the City; and

WHEREAS, the Parties intend to renew the Agreement and to modify provisions for public records request to comply with recent legislative changes.

NOW THEREFORE, the Parties hereby agree to the following amendments to the Agreement effective September 9, 2019.

1. **Article 1.** Term of Agreement existing provision shall be deleted as follows and replaced with the underlined provision:

<u>This Agreement shall be renewed for a term of three (3) years.</u>

2. **Article 11.** Public Records provision shall be modified as follows.

The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer in conjunction with this Agreement. In additional to allowing access to public records, the Engineer shall provide the following with respect to public records:

(a) Keep and maintain public records required by City to perform the services under this Agreement.

(b) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to City.

(d) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Engineer upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Engineer transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Engineer keeps and maintains public records upon completion of this Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Engineer to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

~~A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Engineer will expeditiously provide any requested records to City to enable City to respond to the public records request.~~

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

3. Except as otherwise expressly set forth in the Addendum, the Agreement shall remain unchanged and in full force and effect in accordance with the terms and provisions contained therein.

IN WITNESS WHEREOF, the Parties have executed this Agreement, this day and year first above written.

Attest:

City Clerk, Sandra DeMarco

CITY OF WESTLAKE, FLORIDA

Kenneth G. Cassel, City Manager

Chen Moore & Associates, INC.

BY: Peter Moore, President

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

May 27, 2025

SENT VIA E-MAIL (kcassel@westlakegov.com)

Mr. Ken Cassel
City Manager
City of Westlake
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Subject: **City of Westlake**
Proposal for Facilitating Four (4) Public Workshops for the Comprehensive Plan Update
25-0286.P0001 Task 003

Dear Mr. Cassel:

Chen Moore and Associates (CMA) is pleased to submit this scope and fee proposal for the facilitation of four (4) public workshops related to the City's Comprehensive Plan Update.

PROJECT INTRODUCTION

These workshops are intended to engage stakeholders, receive community input, and inform regarding the process of the Comprehensive Plan and its elements/chapters. The updated Comprehensive Plan document will reflect the City's trends, long-term vision, and legislative policies in accordance with the provisions of Chapter 163, Florida Statutes.

PROJECT STAFFING

Chen Moore and Associates – Land Planning

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions and correspondence is as follows:

Task 1: Project Coordination

- Initial coordination meeting with City Staff to confirm logistics, scheduling, outreach strategies, and workshop goals.
- Follow up coordination meetings with City Staff.

Task 2. Workshop Facilitation (4 total)

- Workshop 1: Prepare power point about the Administrative, Future Land Use, and Housing elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.
- Workshop 2: Prepare power point about the Transportation, Infrastructure, Capital Improvement elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.
- Workshop 3: Prepare power point about the Conservation, Open Space elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

- Workshop 4: Prepare power point about the Intergovernmental Coordination, Property Rights elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.

ASSUMPTIONS

This scope of service assumes the following:

- The City will provide venue and coordinate meeting logistics.
- City staff will assist with meeting notices, setup, and attendance tracking.
- Virtual or hybrid meeting options can be accommodated if requested in advance.

DELIVERABLES AND SCHEDULE

- Workshop presentation materials (PowerPoint formats) and Sign-in sheets for each workshop
- Summary of Workshops

FEE SUMMARY

CMA will provide services for a lump sum amount of not to exceed **$19,970**

TASKS	COST
Coordination with City Staff	$1,150
Workshop 1 (Administrative, Future Land Use, Housing Elements)	$4,440
Workshop 2 (Transportation, Infrastructure, Capital Improvement Elements)	$7,800
Workshop 3 (Conservation and **Open Space Elements)**	$4,440
Workshop 4 (Intergovernmental Coordination, Property Rights Elements)	$2,140
TOTAL	**$19,970**

Should you have any questions, please do not hesitate to contact me at my office at (561) 758-2252 or on my cell phone at (561) 510-3138 or send me an electronic message at nzacarias@chenmoore.com.

Respectfully submitted,

Nilsa Zacarías

CHEN MOORE AND ASSOCIATES

Nilsa Zacarias, AICP

Director of Planning

Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **City of Westlake Proposal for Four (4) Public Workshops**
Client Name: **City of Westlake**
Client Contact: **Mr. Ken Cassel**
Client Address: **4001 Seminole Pratt Whitney Rd.**
Client Phone/Fax: **(954) 826-0056**
Client E-mail: **kcassel@westlakegov.com**

CMA Proposal No. **25-0286.P0001 Task 003**
Agreement Date:

FEE: Planning Lump Sum of **$19,970.**

Reimbursable Allowance of **$N/A**

RETAINER: **N/A**

Notice to Owner: The client is City of Westlake.

The undersigned agrees to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

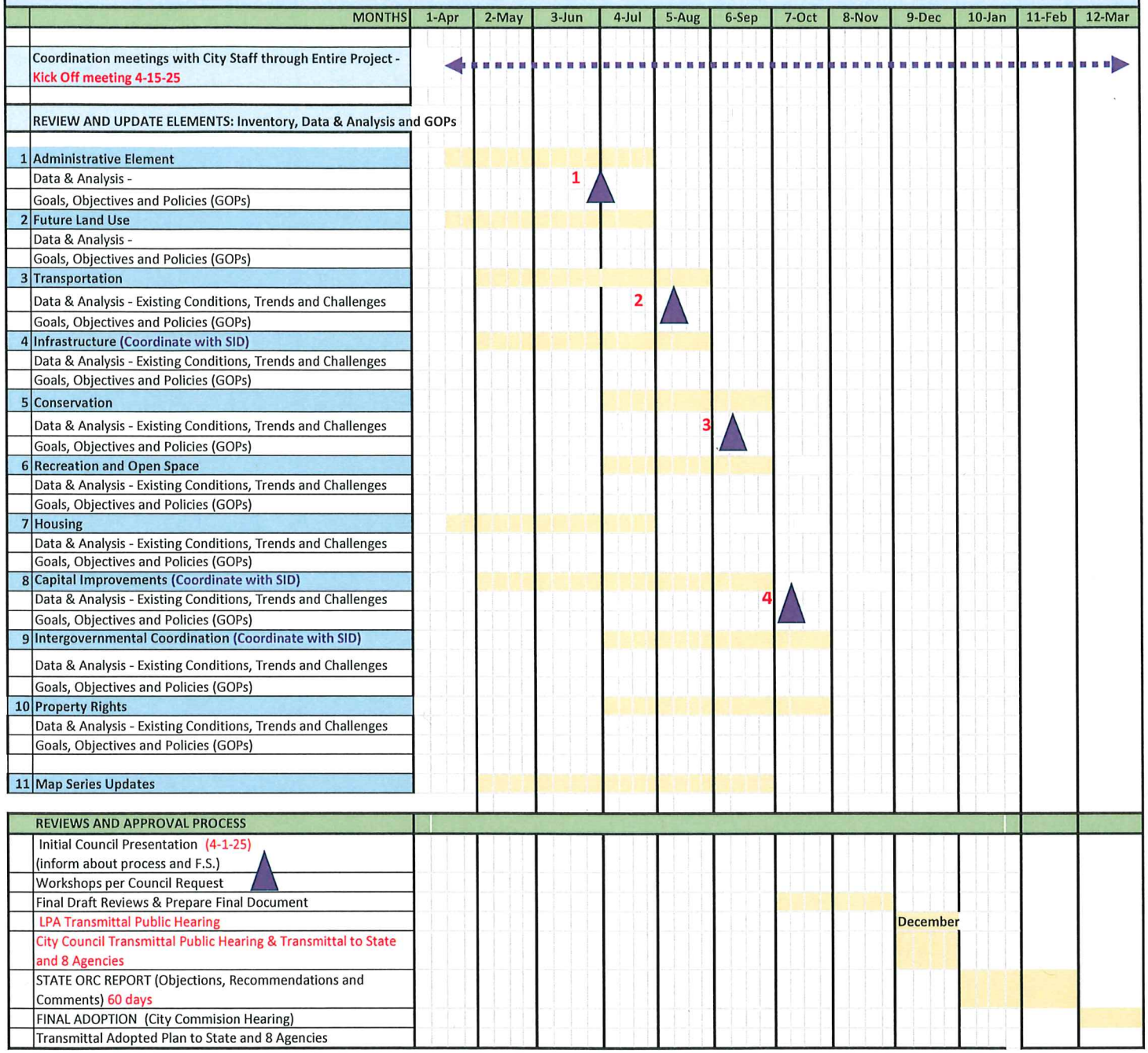
CITY OF WESTLAKE (CLIENT)

Kenneth J Cassel
Authorized Signature

Kenneth C Cassel City Mgr
Print Name/Title

6/5/2025
Date

City of Westlake - Comprehensive Plan Update - CMA Team Timeline



Workshops per Council Request:

1- Administrative, Future Land Use, Housing - **July**

2-Transportation, Infrastructure , Capital Improvement- **August**

3- Conservation, Open Space, - **September**

4- Intergovernmental Coordination, Property Rights- **October**

THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES, INC.

THIS THIRD ADDENDUM TO AGREEMENT ("Second Addendum"), dated the 7th day of February, **2023**, between:

THE CITY OF WESTLAKE, a Florida municipal corporation, hereinafter referred to as "CITY,"

and

CHEN MOORE & ASSOCIATES, INC., a Florida corporation hereinafter referred to as "CONSULTANT".

WHEREAS, on September 19, 2016, the CITY entered into an agreement with CONSULTANT for professional services (the "Original Agreement") pursuant to Section 287.055, F.S.; and

WHEREAS, on September 9, 2019, the CITY and CONSULTANT entered into an Addendum to Professional Services Agreement to renew the term of the Original Agreement for an additional three (3) years; and

WHEREAS, on August 2, 2022, the CITY and CONSULTANT entered into a Second Addendum to Professional Services Agreement to renew the term for an additional three (3) years and provided for an additional renewal period of two (2) years upon mutual consent of the parties; and

WHEREAS, the CITY and CONSULTANT agree to expand the Scope of Work to add professional planning services; and

WHEREAS, the CITY reserves the right to modify the Scope of Work and/or Services as deemed necessary; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the CITY and CONSULTANT agree to amend the Original Agreement as amended, as follows:

1. **RECITALS:** Each whereas clause set forth above is true and correct and incorporated herein by this reference.

2. **TERM OF AGREEMENT.** Article 1 entitled "Term of Agreement" of the Original Agreement is hereby amended as follows:

~~The Agreement shall commence upon full execution by all parties hereto and shall be for a three (3) year term, with the option to renew for an additional three (3) year term.~~
This Agreement shall be for a term of five (5) years, and shall renew automatically each five years for additional five year terms, unless either party gives notice to terminate pursuant to paragraph 14 amended herein.

3. **SCOPE OF SERVICES**: ARTICLE 2 entitled "Scope of Services" of the Original Agreement is hereby amended to include additional scope of services as identified below and incorporated herein:

   Consultant will provide general planning services on an as needed basis which would include preparing required comprehensive plan elements and map series, coordinate comprehensive plan and land development regulations, prepare legal ads for public hearings, initiate State coordinated review process and timeframes, and other projects as assigned by the City Manager of the City of Westlake, Florida.

4. **TERMINATION:** Article 14 entitled "Termination" of the Original Agreement is hereby amended as follows:

   The CITY or Engineer may terminate this Agreement without cause upon ~~sixty (60)~~ one hundred twenty (120) days written notice.

5. **SCOPE OF SERVICES CHANGES**: Notwithstanding anything contrary contained in the Original Agreement, the CITY may upon written notice to CONSULTANT for any reason or at the discretion of the CITY modify or amend the Scope of Services and Services as deemed necessary. CONSULTANT shall be advised of any such changes by written change orders or other written notification from CITY describing the change.

6. A new rate schedule is attached hereto as **Exhibit A** and incorporated herein.

7. **ORIGINAL AGREEMENT:** All of the terms and conditions of the Original Agreement, as amended from time to time, shall be binding and remain in full force and effect except as expressly amended hereinabove. In the event of a conflict between the Original Agreement, First Addendum, Second Addendum, this Third Addendum shall prevail.

Intentionally Left Blank

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF WESTLAKE:

BY: _____
Kenneth G. Cassel, City Manager

Attest:

_____
Zoie P. Burgess, CMC
City Clerk

Approved as to form and legal sufficiency:

_____
Donald J. Doody, Esq.
City Attorney

CONSULTANT:

CHEN MOORE & ASSOCIATES, INC., a Florida corporation

_____
Peter Moore, President & CEO

ATTEST:

Name: _____
Sofia Brec

chen moore and associates

EXHIBIT A

2023 Hourly Rate Schedule

Labor Category	Hourly Rate
President	$410
Principal	$325
Principal Engineer	$225
Senior Engineer	$200
Project Engineer	$130
Associate Engineer	$115
Engineer	$105
Principal Landscape Architect	$160
Senior Landscape Architect	$135
Project Landscape Architect	$115
Associate Landscape Architect	$100
Principal Planner	$230
Senior Planner	$125
Project Planner	$100
Associate Planner	$85
Senior Environmental Scientist	$145
Senior Designer	$140
Designer	$115
Senior Technician	$90
Technician	$85
Senior Construction Specialist	$130
Construction Specialist	$90
Administrative Staff	$80
Intern	$55

6

AGREEMENT BETWEEN THE CITY OF WESTLAKE
AND
CHEN MOORE & ASSOCIATES, INC.

THIS AGREEMENT made and entered into this 19th day of September, 2016 by and between:

The City of Westlake ("CITY"), a municipality, located in Palm Beach County, Florida and whose address is 4005 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470, and Chen Moore & Associates, consultants and engineers whose address is 500 Australian Avenue South, Suite 530, West Palm Beach, Florida 33401 ("Engineer").

RECITALS

WHEREAS, the City was incorporated on June 20, 2016, and whereas the City does not intend to have employees of the City, and the City has selected a firm to provide engineering services to the City as such services would be provided as a part of municipal services; and

WHEREAS, pursuant to the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, the City solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the City Council determined that Engineer is qualified to serve as Engineer for the District and authorized negotiation of a contract pursuant to Florida Statutes; and

WHEREAS, City intends to employ Engineer to provide professional engineering services to the City, which may include, but are not limited to, engineering, planning, landscaping, construction administration, permitting, and financial and economic studies; and

WHEREAS, Engineer shall serve as City's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the City during the performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the City to the Engineer of the sums of money herein specified, the City and Engineer wish to enter into this agreement between them, as follows:

ARTICLE 1. TERM OF AGREEMENT.

This Agreement shall commence upon full execution by all parties hereto and shall be for a three (3) year term, with the option to renew for an additional three (3) year term.

ARTICLE 2. SCOPE OF SERVICES.

Engineer will provide general engineering services as set forth in RFQ 2016-01 and as set forth below:

1. ENGINEER hereby agree to perform and provide city engineer services to CITY and to act as the City Engineer, including oversight and administration of Engineering services, local planning agency and coordinating programs/operations and activities for Engineering services. ENGINEER acknowledges and agrees that this includes coordination and technical support as required with other City departments, management, public agencies, consulting engineers and citizens.

2. Preparation of any agenda memorandums, any necessary reports, plan amendments or engineering documents requested by the City Manager and attendance at meetings with management and meetings of the City Council.

3. Meet with officials of Federal, State and County agencies and other cities on CITY business when requested by CITY, through the City Manager.

4. Assist in the site plan application and review process including the local planning agency reviews for engineering design and overall quality control/quality assurance, such as but not limited to review and approval of water, sewer, paving and drainage plans for compliance with City Engineering Standards.

5. Review and approve plats, plat exemptions and plat waivers.

6. Sign and seal documents as required by law, i.e. engineering design drawings, plats, permit applications, etc.

7. Additionally, the CITY may require investigation, studies and the design and/or management of engineering and construction projects. The ENGINEER shall provide these services on a task order basis outside the typical City Engineer duties.

8. All special projects assigned to ENGINEER shall be approved by the City Manager prior to the commencement of any special project. In addition, ENGINEER shall not commence any special project until a written work authorization has been issued or a Purchase Order received. Any assigned special project shall be performed within the time frame established by the CITY and ENGINEER in each work authorization. Minor adjustments to the

timetable from completion approved by CITY in advance, in writing, will not constitute non-performance by ENGINEER per this Agreement.

9. Inspect engineering improvements right of way and connecting to the any City systems.

10. Complete final inspection issues on construction projects.

ARTICLE 3. COMPENSATION. It is understood and agreed that the payment of compensation for services under this contract shall be as follows:

A. Approved Budget: The total cost for any designated project shall not exceed an approved budgeted amount. For all work, ENGINEER shall be compensated pursuant to the hourly rates from the Agreement with the City, as set forth in the attached **Schedule A**. Reimbursable expenses will be compensated per the itemized cost from the Agreement with the City.

B. Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the City desires the use of the hourly compensation rates outlined in Schedule A. This Agreement provides for the renegotiation of hourly rates outlined in Schedule A on the annual anniversary of this Agreement.

C. Work Authorizations: In no event shall ENGINEER be compensated for any work which has not been authorized in writing by CITY.

ARTICLE 4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses listed as follows:

A. Expenses of transportation and living when traveling in connection with District projects and fees paid for securing approval of authorities having jurisdiction over the Project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes.

B. Expenses of reproduction, postage and handling of drawings and specifications.

ARTICLE 5. ACCOUNTING RECORDS. For a period of five (5) years, financial records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the City or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 6. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are the property of the City. The Engineer does not represent that the documents may be suitable for reuse by the City or others for any extensions of the work for which they were provided or any other project without consent

by the Engineer. Any reuse without specific written consent by the Engineer will be at the City's sole risk and without liability or legal exposure to the Engineer.

ARTICLE 7. INSURANCE. Engineer will maintain throughout this AGREEMENT the following insurance:

(a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.

(b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

(c) Commercial general liability insurance covering claims for injuries to members of the public or damages to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents or subcontractors, with $1,000,000 per occurrence and in the aggregate.

(d) Professional liability insurance of $1,000,000 per occurrence and in the annual aggregate.

(e) CITY will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against CITY as to said policies.

Engineer shall provide CITY with a certificate evidencing compliance with the above terms and naming the CITY and its council members, agents and staff as additional insureds. Engineer shall provide the CITY with thirty (30) days notice of cancellation. For the duration of the Agreement, Engineer shall be insured in the above amounts.

ARTICLE 8. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 9. AUDIT. The Engineer agrees that the CITY or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be

maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of all work under the Agreement.

ARTICLE 10. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the CITY harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the CITY's sovereign immunity pursuant to section 768.28, Florida Statutes.

The CITY agrees, to the extent permitted by section 768.28, Florida Statutes, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the CITY's own negligent acts, errors or omissions and those of the CITY's agents or employees arising from the obligations and duties of the CITY under this Agreement.

ARTICLE 11. PUBLIC RECORDS. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer in conjunction with this Agreement. In addition to allowing access to public records, the Engineer shall provide the following with respect to public records:

(a) Keep and maintain public records required by City to perform the services under this Agreement.

(b) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to City.

(d) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Engineer upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Engineer transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Engineer keeps and maintains public records upon completion of this Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Engineer to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Engineer will

expeditiously provide any requested records to City to enable City to respond to the public records request.

ARTICLE 12. CONTROLLING LAW. Engineer and the CITY agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal dispute in a court of law shall be Palm Beach County, Florida.

ARTICLE 13. ASSIGNMENT. Neither the CITY nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 5 herein.

ARTICLE 14. TERMINATION. The CITY or Engineer may terminate this Agreement without cause upon sixty (60) days written notice. At such time as Engineer receives notification of the intent of the CITY to terminate the contract, Engineer shall not perform any further services unless directed to do so by the City Manager. In the event of any termination without cause, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to date of termination.

The City may terminate this Agreement with cause upon written notice to Engineer. Engineer shall have thirty (30) days to cure any default for cause. In the event of any termination for cause where the Engineer does not cure within the 30 day time frame, Engineer shall not perform any further services for the CITY after Engineer's receipt of notification of termination for cause, but Engineer shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 15. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party direct costs incurred, including reasonable attorneys' fees.

ARTICLE 16. WAIVER. OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought' within five (5) years of substantial completion of the facility designed or final payment to ENGINEER, whichever is earlier.

ARTICLE 17. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. As to the City: Ken Cassel, Manager
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470

With a copy to: Pam E. Booker, Esquire
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

B. As to the Engineer: Chen Moore & Associates
500 Australian Avenue South,
Suite 530
West Palm Beach, Florida 33401

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the City and counsel for the Engineer may deliver Notice on behalf of the City and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

ARTICLE 18. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and the Engineer in the spaces provided below.

ARTICLE 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Attest:

City Clerk, Sandra DeMarco

CITY OF WESTLAKE, FLORIDA

By: _____
Kenneth G. Cassel, City Manager

CHEN MOORE & ASSOCIATES, INC.

Witness

By: _____
Peter Moore, President & CEO

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

May 27, 2025

SENT VIA E-MAIL (kcassel@westlakegov.com)

Mr. Ken Cassel
City Manager
City of Westlake
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Subject: **City of Westlake**
Proposal for Facilitating Four (4) Public Workshops for the Comprehensive Plan Update
25-0286.P0001 Task 003

Dear Mr. Cassel:

Chen Moore and Associates (CMA) is pleased to submit this scope and fee proposal for the facilitation of four (4) public workshops related to the City's Comprehensive Plan Update.

PROJECT INTRODUCTION

These workshops are intended to engage stakeholders, receive community input, and inform regarding the process of the Comprehensive Plan and its elements/chapters. The updated Comprehensive Plan document will reflect the City's trends, long-term vision, and legislative policies in accordance with the provisions of Chapter 163, Florida Statutes.

PROJECT STAFFING

Chen Moore and Associates – Land Planning

SCOPE OF SERVICES

The scope of services our firm shall provide under this agreement as per our recent discussions and correspondence is as follows:

Task 1: Project Coordination

- Initial coordination meeting with City Staff to confirm logistics, scheduling, outreach strategies, and workshop goals.
- Follow up coordination meetings with City Staff.

Task 2. Workshop Facilitation (4 total)

- Workshop 1: Prepare power point about the Administrative, Future Land Use, and Housing elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.
- Workshop 2: Prepare power point about the Transportation, Infrastructure, Capital Improvement elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.
- Workshop 3: Prepare power point about the Conservation, Open Space elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

- Workshop 4: Prepare power point about the Intergovernmental Coordination, Property Rights elements. Attend workshop and prepare a summary of comments afterwards. Revise elements based on community and stakeholders input and comments.

ASSUMPTIONS

This scope of service assumes the following:

- The City will provide venue and coordinate meeting logistics.
- City staff will assist with meeting notices, setup, and attendance tracking.
- Virtual or hybrid meeting options can be accommodated if requested in advance.

DELIVERABLES AND SCHEDULE

- Workshop presentation materials (PowerPoint formats) and Sign-in sheets for each workshop
- Summary of Workshops

FEE SUMMARY

CMA will provide services for a lump sum amount of not to exceed **$19,970**

TASKS	COST
Coordination with City Staff	$1,150
Workshop 1 (Administrative, Future Land Use, Housing Elements)	$4,440
Workshop 2 (Transportation, Infrastructure, Capital Improvement Elements)	$7,800
Workshop 3 (Conservation and Open Space Elements)	$4,440
Workshop 4 (Intergovernmental Coordination, Property Rights Elements)	$2,140
TOTAL	**$19,970**

Should you have any questions, please do not hesitate to contact me at my office at (561) 758-2252 or on my cell phone at (561) 510-3138 or send me an electronic message at nzacarias@chenmoore.com.

Respectfully submitted,

Nilsa Zacarías

CHEN MOORE AND ASSOCIATES

Nilsa Zacarias, AICP

Director of Planning

Should you have any questions, please do not hesitate to contact me at my office at my cell phone at (561) 758-2252 or send me an electronic message at nzacarias@chenmoore.com

1851 W. Indiantown Road Suite 100
Jupiter, FL 33458
Office: +1 (561) +1 (561) 401-9459

chen moore and associates

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **City of Westlake Proposal for Four (4) Public Workshops**
Client Name: **City of Westlake**
Client Contact: **Mr. Ken Cassel**
Client Address: **4001 Seminole Pratt Whitney Rd.**
Client Phone/Fax: **(954) 826-0056**
Client E-mail: **kcassel@westlakegov.com**

CMA Proposal No. **25-0286.P0001 Task 003**
Agreement Date:

FEE: Planning Lump Sum of **$19,970.**

Reimbursable Allowance of **$N/A**

RETAINER: **N/A**

Notice to Owner: The client is City of Westlake.

The undersigned agrees to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Peter Moore / President
Print Name/Title

July 7, 2025
Date

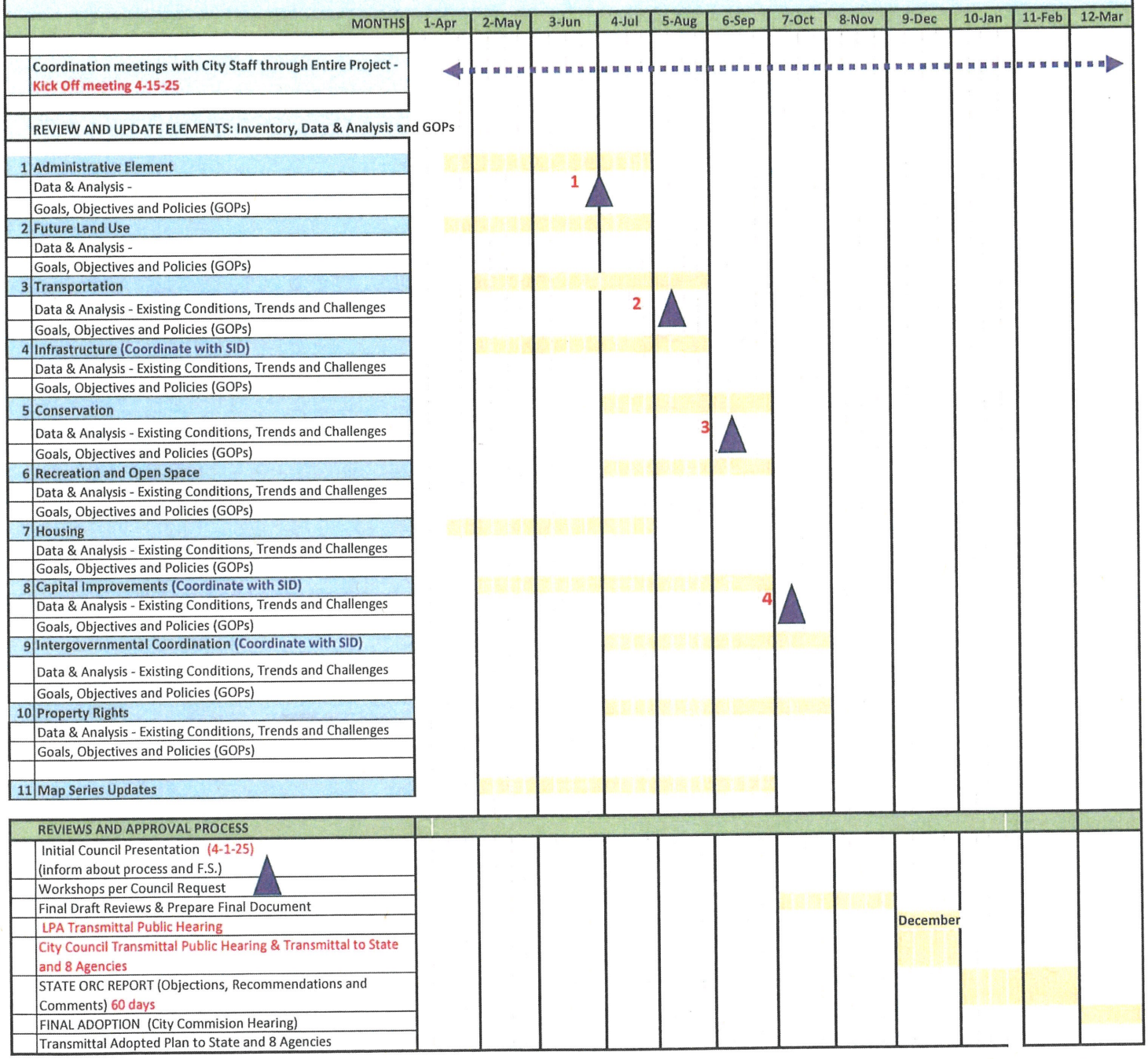
CITY OF WESTLAKE (CLIENT)

Kenneth G Cassel
Authorized Signature

Kenneth C Cassel City Mgr
Print Name/Title

6/5/2025
Date

City of Westlake - Comprehensive Plan Update - CMA Team Timeline



Workshops per Council Request:

1- Administrative, Future Land Use, Housing - **July**

2-Transportation, Infrastructure , Capital Improvement- **August**

3- Conservation, Open Space, - **September**

4- Intergovernmental Coordination, Property Rights- **October**

FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
THE CITY OF WESTLAKE, FLORIDA AND
INFRAMARK, LLC

THIS AMENDMENT is made and entered into this 12th day of September 2025 by and between:

The City of Westlake, a unit local government established in the State of Florida located in Westlake, Florida (the "City"); and

Inframark, LLC, formerly Severn Trent Environmental Services, Inc., a Texas limited liability company with offices located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (the "Manager")

WHEREAS, on July 11, 2016, the parties entered into an agreement whereby the Manager agreed to provide, city manager, financial, accounting, treasury, city clerk, and capital program administration services for the City (the "Agreement"); and

WHEREAS, the parties desire to amend Exhibit A, Scope of Services, to this Agreement to clarify the services provided by Manager; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **EXHIBIT A, Scope of Services** is hereby replaced in its entirety and amended per attached Exhibit A attached hereto:

3. **EFFECTIVE DATE.** This Amendment shall be effective on the 27th day of September 2025.

AFFIRMATION OF THE AGREEMENT. With the sole exception of the amendment set forth in Section 2 of this of this Amendment, the Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date and year as outlined in Section 3 of this Amendment.

CITY OF WESTLAKE, FLORIDA

BY: _____

TITLE: _MAYOR_____

INFRAMARK, LLC

DocuSigned by:
Chris Tarase
41808B12D02B415...

BY: _____

TITLE:_PRESIDENT_____

Scope of Services

Exhibit A

Acting City Manager Services:

- Supply an Acting City Manager (Zoie Burgess) to be the City' acting chief administrator as enumerated in the City Charter until such time as the city is able to directly hire their own City Manager.
- Acting City Manager shall attend all meetings of the City Council
- Acting City Manager shall attend and represent the City at appropriate and necessary meetings with all applicable County, and State entities.
- Acting City Manager shall perform the powers and duties as enumerated in the City Charter as adopted.
- Acting City Manager shall be reimbursed for memberships and dues associated with performing the City Manager Services.

Financial & Accounting Services:

- Attend monthly CITY Council meetings and be ready to answer questions concerning the financial scope of services as set forth herein.
- Maintain a Government Fund Accounting System in accordance with:
    - The Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting;
    - Generally Accepted Accounting Principles (GAAP); and
    - Government Accounting Standards Board (GASB) principles.
- Perform the day to day processing of accounts payable transactions to ensure the CITY's finances are maintained in an effective, up to date and accurate manner.
- Review and verify accuracy of invoices, vouchers, bills, statements and related documents by auditing them against the adopted budget, purchase orders, requisitions and contracts.

- Coordinate collection of all revenue and establishes process for recording receivables including water billing and collection.
- Work with local, state, and federal agencies to ensure all revenue is collected on time and all reports are filed according to Florida state regulations.
- Produce and submit monthly revenue and collection reports to the Mayor and CITY Council as of monthly financials
- Coordinate and process all payroll disbursements for CITY employees.
- Process direct deposits and other payroll deductions including but not limited to garnishment/child support, defined benefit contributions; unemployment claims and provide employment & income verification.
- Process and remit all federal and state payroll tax payments.
- Prepare all Federal and State Tax filings to meet statutory requirements.
- Track all sick, personal and vacation time according to the CITY's established policy.
- Coordinate and administer comprehensive employee compensation and benefit programs including but not limited to Health care, dental, life insurance, AD&D, short/long term disability, and defined benefit retirement plans.
- Prepare monthly financial reports as required by the Mayor and CITY Council.
- Reconcile and analyze balance sheet accounts and operating expense statements.
- Assist and prepare, in conjunction with the CITY staff and other governmental entities, to create the annual budget and budget amendments per GASB and Governmental Finance Officers Association (GFOA) standards.
- Conduct a fiscal analysis on an annual basis as part of the budget process and submit findings and recommendations to the Mayor and CITY Council.
- Coordinate and facilitate the annual audit process and prepare schedules required by the auditors.
- Prepare and submit documents required to meet the annual statutory reporting requirements.
- Coordinate the purchasing and renewal of appropriate amounts and types of insurance such as General Liability, Public Officials/Employment Practices, Property, Inland Marine, Equipment Breakdown, Automobile and Workers' Compensation insurance coverage.

Treasury Services:

- Assist in establishing all bank accounts and treasury requirements. Our team will implement policies and procedure to document, track and control all treasury transactions.
- Coordinate and implement the CITY's Investment Policies and Procedures pursuant to Chapter 218, of the Florida Statutes as directed by the Mayor and CITY Council.
- Produce timely reports on the performance of the CITY's investments as directed by the Mayor and CITY Council.
- Consult on special funding mechanisms/sources.
- Perform comparative analysis on building department fees and water rates.
- Assist in preparation and analysis of requests for proposals (RFPs) and request for qualifications (RFQs) as directed by the Mayor and CITY Council.

Capital Program Administration:

- Provide independent review of proposed capital improvement program and provide recommendations to the Mayor and CITY Council on implementation.
- Prepare a five year fiscal plan for funding the implementation of approved capital improvement program.
- Maintain proper fund accounting procedures.
- Assist with grant accounting procedures, tracking and reporting.
- Establish procedures to record and track all assets purchased, constructed, donated or conveyed to the CITY.

City Clerk Functions:

- Manager shall provide a qualified individual to serve as City Clerk
- Receive and process inquiries about official records of the City.
- Provide follow up activities for the Mayor, Council Members, and other City officials on issues related to official City records and proceedings.
- Maintain the City Seal and affix to all official documents and contracts.
- Ensure that all meeting minutes and other official documents are properly executed and

recorded as necessary.

- Maintain the City's filing system that will allow for retrieval of all City Records in an expeditious manner.
- Provide qualified individual that will attend all City Council meetings and other official City meetings.
- Transcribe all City meeting minutes in a timely and accurate manner.
- Ensure that summary minutes are prepared for all official meetings and that recordings are maintained in accordance with the Florida Statutes and City requirements.
- Process and respond to Public Records Requests

MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL

The Memorandum of Understanding (hereafter referred to as MOU) is being entered into by and among Inframark LLC (herein after referred to as "Manager") and the City of Westlake (herein after referred as "City") (collectively, the parties) by mutual consent.

STATEMENT OF FACTS

1. The Manager and CITY are currently in contract where the Manager provides management and administrative services via its personnel.

2. The compensation and service levels have been adjusted in the past my MOU as approved by the City Council in addition to the annual budget process outlined within the contract.

3. With the CITY's increasing growth, the maintaining of appropriate service levels necessitate additional management personnel to be added at this time.

4. Manager shall provide an additional dedicated person to assist in the daily operational management of the City. The Operations Coordinator duties shall include but not be limited to the following: program management, contract administration, process control, documentation, and other specific duties as assigned by the Manager.

5. The compensation to the manager for the Operations Coordinator position shall be $93,500 annually. Going forward this position shall be adjusted within the annual budget process. There are no additional ancillary fees for this position.

6. All other provisions of the general contract remain in force and are acknowledged by the parties.

Inframark LLC

By: _____

Chris Tarase, Vice President

City of Westlake

By: _____

Roger Manning, Mayor

MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL

January 4,2024

The Memorandum of Understanding (hereafter referred to as MOU) is being entered into by and among Inframark LLC (herein after referred to as "Manager") and the City of Westlake (herein after referred as "City") (collectively, the parties) by mutual consent.

STATEMENT OF FACTS

1. The Manager and CITY are currently in contract where the Manager provides management and administrative services via its personnel.

2. The compensation and service levels have been adjusted in the past my MOU as approved by the City Council in addition to the annual budget process outlined within the contract.

3. With the CITY's increasing growth, the maintaining of appropriate service levels necessitate additional management personnel to be added at this time.

4. Manager shall provide an additional dedicated person to assist in the daily operational management of the City. The addition of an Event Coordinator for additional support to the City Manager's and City Clerk's office.

5. The additional compensation to the manager for the Event Coordinator position shall be $85,800 annually. Going forward this position shall be accounted for adjusted within the annual budget process. There are no additional ancillary fees for this position.

6. All other provisions of the general contract remain in force and are acknowledged by the parties.

Inframark LLC

By: DocuSigned by: Chris Tarase 41808B12D02B415...

Chris Tarase, Vice President

City of Westlake

By: _____

JohnPaul OConnor, Mayor

AGREEMENT BETWEEN
CITY OF WESTLAKE
AND
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
FOR MANAGEMENT SERVICES

THIS AGREEMENT, made and entered into on this 11 day of July 2016, by and between the City of Westlake, Florida, hereinafter referred to as "**City**", and the firm of Severn Trent Environmental Services, Inc., hereinafter referred to as "**MANAGER**", whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

WITNESSETH:

WHEREAS, the **CITY** desires to employ the services of the **MANAGER** for the purpose of providing the **CITY** with certain **CITY** municipal functions as more fully set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the **MANAGER** desires to provide such services to the **CITY** subject to the terms hereof,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES AND MANAGER RESPONIBILITIES

1.1 The **CITY** hereby engages the **MANAGER** for the services described and set forth in Exhibit A and for the fees described in Exhibit B, attached hereto and incorporated by reference herein.

1.2 **MANAGER** may offer and/or the **CITY** may request that additional services be provided under this Agreement. In the event that the **MANAGER** and the **CITY** agree upon a change in the scope of services to be provided under this Agreement, the change in Compensation, if any, shall be agreed between the **CITY** and **MANAGER** and will be invoiced in accordance with this Agreement.

1.3 The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.

1.4 All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. Even though **MANAGER'S** staff may include licensed attorneys and engineers, the **CITY** acknowledges that **MANAGER** is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Other than the requirement to render the services by and under the supervision of qualified staff, **MANAGER** makes no specific representation or warranty regarding the services or any deliverables to be provided

hereunder and any and all warranties arising by custom or usage in the profession, or arising by operation of law are hereby expressly disclaimed.

1.5 If the scope of services hereunder is ever amended to require the **MANAGER** to administer or supervise the **CITY's** personnel, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses resulting from the failure of the **CITY's** employees to follow the instructions of the **MANAGER**. Similarly, if in the course of providing the services required by this Agreement, the **MANAGER** follows the instructions of the **CITY**, the **MANAGER** shall not responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses resulting therefrom.

1.6 In performing the services hereunder, **MANAGER** may rely on information supplied by the **CITY** and **MANAGER** shall not be required to independently verify the accuracy and completeness of such information. In addition, although the **MANAGER** may participate in the accumulation of information developed by others necessary for use in documents required by the **CITY**, **MANAGER** is not responsible for verifying the accuracy of such information, except with respect to all services being provided by MANAGER as to the finances and accounting of the **CITY** and as otherwise provided herein.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE MANAGER

2.1 The signature on this Agreement by the **MANAGER** shall act as **MANAGER's** representation that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.

2.2 The **MANAGER** acknowledges and agrees that it owes a duty of loyalty, fidelity and allegiance to act at all times during the term of this Agreement in the known interests of the **CITY** and to knowingly do no act which would injure the **CITY's** business, its interests, or its reputation. Further, the **MANAGER** shall not, during the term of this Agreement, engage in any activity which constitutes a Conflict of Interest (as defined below). For purposes of this Agreement, "Conflict of Interest" means any act or activity, or any interest in connection with, or any benefit from any act or activity, which knowingly is adverse to the interests of or would in any material way injure the **CITY.** Notwithstanding any provision to the contrary contained herein, this Section 2.2 shall not prohibit the **MANAGER** from providing for the benefit of any other special **CITY** services similar to the services provided **CITY** hereunder. It is specifically agreed to and understood that **MANAGER'S** provision of any such services to the **CITY** or to any other special **CITY** shall not constitute a conflict of interest under this Agreement.

2.3 The **MANAGER** warrants that it has not employed or retained any company or person, other than a bona fide employee or previously retained sales consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **MANAGER** or a previously retained sales consultant any fee, commission, percentage,

gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

2.4 The **MANAGER** warrants and represents that it shall refrain from unlawful discrimination in performing its obligations under this Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE CITY

CITY represents and warrants that this Agreement, **CITY's** execution and delivery of this Agreement and **CITY's** performance of its obligations hereunder, have been duly and validly authorized by **CITY** by all necessary action. This Agreement has been validly executed and delivered by **CITY** and constitutes a legal, valid, and binding obligation of **CITY**, enforceable in accordance with its terms.

ARTICLE 4. COMPENSATION

4.1 The **CITY** agrees to compensate the **MANAGER** in accordance with the fee schedule set forth in Exhibit B.

4.2 For each fiscal year of the **CITY**, the compensation payable to the **MANAGER** under the terms and conditions of this Agreement shall be in an amount approved by the **CITY** in its fiscal year budget. Each fiscal year during the budget review and approval proceedings, the **CITY** may consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the upcoming fiscal year of the **CITY**.

4.3 In the event that the fiscal year budget is not approved prior to the first day of the fiscal year, the **MANAGER'S** compensation under this Agreement will continue at the rate currently in effect at the time of renewal. Unless such failure to approve the fiscal year budget arose out of the acts or omissions of **MANAGER**, the subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.4 Payment to the **MANAGER** for all services rendered shall be made on a monthly basis within thirty (30) days of the **MANAGER's** issuance of an invoice. Monthly invoices shall be sent to the property manager, if **CITY** is under contract with a property manager, for prior approval prior to payment.

4.5 Payment of ancillary service costs will be included in the monthly billing statement for reimbursement. The charges and fees are set forth in Exhibit C.

ARTICLE 5. TERM

5.1 This Agreement shall commence on the date hereof and shall continue until amended or terminated as described in section 5.2 below.

5.2 Either party may terminate the agreement for convenience and without liability therefor upon a written notice to the other party of at least ninety day (90) days prior to the termination date.

5.3 Upon the termination of this Agreement, (a) the **CITY** shall pay the **MANAGER** in full for all services rendered through the date of termination upon receipt of **MANAGER's** invoice for such services ("Final Payment"); and (b) **MANAGER** will take all reasonable and necessary actions to transfer, within seven (7) days of receipt of Final Payment, in an orderly fashion to the **CITY** or its designee all of the **CITY's** financial records, including computer records, in **MANAGER's** possession.

ARTICLE 6. RISK MANAGEMENT

6.1 The **MANAGER** shall provide and maintain at **MANAGER's** expense the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

(a) Professional Liability insurance with an aggregate limit of two million dollars ($2,000,000) ; and

(b) Commercial Crime insurance with a per loss limit of one million dollars ($1,000,000). Such insurance shall provide coverage for direct loss of money, security, or other tangible property sustained by **CITY** as a result of theft or forgery committed by an employee of the **MANAGER** not in collusion with an employee or official of the **CITY**.

(c) Workers' Compensation Insurance in accordance with the statutory obligations imposed by Florida law. Employer's Liability Insurance shall be provided with a minimum coverage of $100,000 per accident/occurrence.

(d) Commercial General Liability Insurance with $2,000,000 Combined Single Limit, per occurrence.

6.2 To the extent occasioned by the negligent act or omission or failure of the **MANAGER, MANAGER,** shall indemnify, defend and hold harmless the **CITY**, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the **MANAGER.**

6.3 To the extent not attributable to the negligence or willful misconduct of the CITY, and to the extent permitted by Florida law and to the extent not attributable to the negligence or willful misconduct of **MANAGER, CITY** shall indemnify, defend and hold harmless the

MANAGER, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the **CITY.** Nothing herein shall constitute or be construed as a waver of the protections, immunities, and limitations of liability afforded **CITY** pursuant to Section 768.28, Florida Statutes.

6.4 In the event that claims(s) raised against the **MANAGER** on account of this Agreement, or on account of the services performed hereunder, is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any other causes of action and/or claims arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, **MANAGER's** total aggregate liability shall not exceed an amount equal to the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim is raised against the **MANAGER.**

6.5 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the **MANAGER** be liable, either directly or as an indemnitor of the **CITY**, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the **MANAGER** has been advised of the possibility of such damages.

ARTICLE 7. MISCELLANEOUS

7.1 **Entire Agreement.** The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.

7.2 **Amendments.** No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

7.3 **Construction.** In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the Parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

7.4 **Force Majeure.** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of "Force Majeure". In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event, or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability, of either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

7.6 **Notices.** All notices will be in writing and shall be sent by certified mail, return receipt requested or by overnight delivery using a nationally recognized courier service.

Notices required to be given to the **MANAGER** will be addressed to:

Severn Trent Environmental Services, Inc.
210 North University Drive Suite 702
Coral Springs, Florida 33071
Attn: Bob Koncar – General Manager

Notices required to be given to the **CITY** will be addressed to:

Mayor
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

With copy to: City Attorney
Pam E. Booker, Esq.
2650 Lake Shore Drive, Unit 1704
Riveria Beach, FL 33404

7.7 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this **AGREEMENT BETWEEN CITY OF WESTLAKE AND SEVERN TRENT ENVIRONMENTAL SERVICES, INC. FOR FINANICAL MANAGEMENT SERVICES** on their behalf, at the times set forth below.

Signed and Sealed
in the presence of:

CITY OF WESTLAKE , FLORIDA

Witness

By: The Honorable Roger Manning
Mayor

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

Witness

By: Bob Koncar – General Manager – Management Services Southeast

Scope of Services

Exhibit A

City Manager Services:

- Supply an experienced City Manager (Kenneth G. Cassel) to be the City's chief administrator as enemurated in the City Charter.
- Manager shall attend all meeting of the City Council
- Manager shall attend and represent the City at appropriate and necessary meetings with all applicable County, and State entities.
- Manager shall perform the powers and duties as enumerated in the City Charter as adopted.
- Manager shall be reimbursed for memberships and dues associated with performing the City Manager Services.

Financial & Accounting Services:

- Attend monthly CITY Council meetings and be ready to answer questions concerning the financial scope of services as set forth herein.
- Maintain a Government Fund Accounting System in accordance with:
    - The Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting;
    - Generally Accepted Accounting Principles (GAAP); and
    - Government Accounting Standards Board (GASB) principles.
- Perform the day to day processing of accounts payable transactions to ensure the CITY's finances are maintained in an effective, up to date and accurate manner.
- Review and verify accuracy of invoices, vouchers, bills, statements and related documents by auditing them against the adopted budget, purchase orders, requisitions and contracts.

- Coordinate collection of all revenue and establishes process for recording receivables including water billing and collection.
- Work with local, state, and federal agencies to ensure all revenue is collected on time and all reports are filed according to Florida state regulations.
- Produce and submit monthly revenue and collection reports to the Mayor and CITY Council as of monthly financials
- Coordinate and process all payroll disbursements for CITY employees.
- Process direct deposits and other payroll deductions including but not limited to garnishment/child support, defined benefit contributions; unemployment claims and provide employment & income verification.
- Process and remit all federal and state payroll tax payments.
- Prepare all Federal and State Tax filings to meet statutory requirements.
- Track all sick, personal and vacation time according to the CITY's established policy.
- Coordinate and administer comprehensive employee compensation and benefit programs including but not limited to Health care, dental, life insurance, AD&D, short/long term disability, and defined benefit retirement plans.
- Prepare monthly financial reports as required by the Mayor and CITY Council.
- Reconcile and analyze balance sheet accounts and operating expense statements.
- Assist and prepare, in conjunction with the CITY staff and other governmental entities, to create the annual budget and budget amendments per GASB and Governmental Finance Officers Association (GFOA) standards.
- Conduct a fiscal analysis on an annual basis as part of the budget process and submit findings and recommendations to the Mayor and CITY Council.
- Coordinate and facilitate the annual audit process and prepare schedules required by the auditors.
- Prepare and submit documents required to meet the annual statutory reporting requirements.
- Coordinate the purchasing and renewal of appropriate amounts and types of insurance such as General Liability, Public Officials/Employment Practices, Property, Inland Marine, Equipment Breakdown, Automobile and Workers' Compensation insurance coverage.

Treasury Services:

- Assist in establishing all bank accounts and treasury requirements. Our team will implement policies and procedure to document, track and control all treasury transactions.
- Coordinate and implement the CITY's Investment Policies and Procedures pursuant to Chapter 218, of the Florida Statutes as directed by the Mayor and CITY Council.
- Produce timely reports on the performance of the CITY's investments as directed by the Mayor and CITY Council.
- Consult on special funding mechanisms/sources.
- Perform comparative analysis on building department fees and water rates.
- Assist in preparation and analysis of requests for proposals (RFPs) and request for qualifications (RFQs) as directed by the Mayor and CITY Council.

Capital Program Administration:

- Provide independent review of proposed capital improvement program and provide recommendations to the Mayor and CITY Council on implementation.
- Prepare a five year fiscal plan for funding the implementation of approved capital improvement program.
- Maintain proper fund accounting procedures.
- Assist with grant accounting procedures, tracking and reporting.
- Establish procedures to record and track all assets purchased, constructed, donated or conveyed to the CITY.

City Clerk Functions:

- Manager shall provide a qualified individual to serve as City Clerk
- Receive and process inquiries about official records of the City.
- Provide follow up activities for the Mayor, Council Members, and other City officials on issues related to official City records and proceedings.
- Maintain the City Seal and affix to all official documents and contracts.
- Ensure that all meeting minutes and other official documents are properly executed and

recorded as necessary.

- Maintain the City's filing system that will allow for retrieval of all City Records in an expeditious manner.
- Provide qualified individual that will attend all City Council meetings and other official City meetings.
- Transcribe all City meeting minutes in a timely and accurate manner.
- Ensure that summary minutes are prepared for all official meetings and that recordings are maintained in accordance with the Florida Statutes and City requirements.

Compensation

Exhibit B

Severn Trent will provide the services set forth in the Scope of Services for an annual fee of: $249,101.00. The annual fee shall be paid in equal monthly payments.

Exhibit C

Reimbursable Schedule

Mail Distribution	
Overnight Delivery	At Cost
Certified Mail (back charged to owner)	Current rate charged by Postmaster plus handling charge of $3.00
Postage	Current rate charged by postmaster;
Photocopying	$0.15 per copy $0.21 per duplex copy (both sides)
Color Copies	$0.20 per page
Faxes	
Outgoing	NC
Incoming	NC

MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL

October 17, 2025

The Memorandum of Understanding (hereafter referred to as MOU) is being entered into by and among Inframark LLC (herein after referred to as "Manager") and the City of Westlake (herein after referred as "City") (collectively, the parties) by mutual consent.

STATEMENT OF FACTS

1. The Manager and CITY are currently in contract where the Manager provides management and administrative services via its personnel.

2. The compensation and service levels have been adjusted in the past by MOU as approved by the City Council in addition to the annual budget process outlined within the contract.

3. With the CITY's increasing growth, the maintaining of appropriate service levels necessitate additional management personnel to be added at this time.

4. Manager shall provide an additional dedicated person to assist in the daily operational management of the City. The addition of a Housing Program Manager will provide additional support to the City Manager's and City Clerk's office.

5. The additional compensation to the Manager for the Housing Program Manager position shall be $140,250 annually. Going forward this position shall be accounted for and adjusted within the annual budget process. There are no additional ancillary fees for this position.

6. All other provisions of the general contract remain in force and are acknowledged by the parties.

Inframark LLC

By: _____

Chris Tarase, President

City of Westlake

By: _____

JohnPaul OConnor, Mayor

FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
THE CITY OF WESTLAKE, FLORIDA AND
INFRAMARK, LLC

THIS AMENDMENT is made and entered into this _____day of September 2025 by and between:

The City of Westlake, a unit local government established in the State of Florida located in Westlake, Florida (the "City"); and

Inframark, LLC, formerly Severn Trent Environmental Services, Inc., a Texas limited liability company with offices located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (the "Manager")

WHEREAS, on July 11, 2016, the parties entered into an agreement whereby the Manager agreed to provide, city manager, financial, accounting, treasury, city clerk, and capital program administration services for the City (the "Agreement"); and

WHEREAS, the parties desire to amend Exhibit A, Scope of Services, to this Agreement to clarify the services provided by Manager; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **EXHIBIT A, Scope of Services** is hereby replaced in its entirety and amended per attached Exhibit A attached hereto:

3. **EFFECTIVE DATE.** This Amendment shall be effective on the 27th day of September 2025.

AFFIRMATION OF THE AGREEMENT. With the sole exception of the amendment set forth in Section 2 of this of this Amendment, the Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the date and year as outlined in Section 3 of this Amendment.

CITY OF WESTLAKE, FLORIDA

BY: _____

TITLE: _MAYOR_____

INFRAMARK, LLC

BY: _____

TITLE:_PRESIDENT_____

Scope of Services

Exhibit A

Acting City Manager Services:

- Supply an Acting City Manager (Zoie Burgess) to be the City' acting chief administrator as enumerated in the City Charter until such time as the city is able to directly hire their own City Manager.
- Acting City Manager shall attend all meetings of the City Council
- Acting City Manager shall attend and represent the City at appropriate and necessary meetings with all applicable County, and State entities.
- Acting City Manager shall perform the powers and duties as enumerated in the City Charter as adopted.
- Acting City Manager shall be reimbursed for memberships and dues associated with performing the City Manager Services.

Financial & Accounting Services:

- Attend monthly CITY Council meetings and be ready to answer questions concerning the financial scope of services as set forth herein.
- Maintain a Government Fund Accounting System in accordance with:
    - The Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting;
    - Generally Accepted Accounting Principles (GAAP); and
    - Government Accounting Standards Board (GASB) principles.
- Perform the day to day processing of accounts payable transactions to ensure the CITY's finances are maintained in an effective, up to date and accurate manner.
- Review and verify accuracy of invoices, vouchers, bills, statements and related documents by auditing them against the adopted budget, purchase orders, requisitions and contracts.

- Coordinate collection of all revenue and establishes process for recording receivables including water billing and collection.
- Work with local, state, and federal agencies to ensure all revenue is collected on time and all reports are filed according to Florida state regulations.
- Produce and submit monthly revenue and collection reports to the Mayor and CITY Council as of monthly financials
- Coordinate and process all payroll disbursements for CITY employees.
- Process direct deposits and other payroll deductions including but not limited to garnishment/child support, defined benefit contributions; unemployment claims and provide employment & income verification.
- Process and remit all federal and state payroll tax payments.
- Prepare all Federal and State Tax filings to meet statutory requirements.
- Track all sick, personal and vacation time according to the CITY's established policy.
- Coordinate and administer comprehensive employee compensation and benefit programs including but not limited to Health care, dental, life insurance, AD&D, short/long term disability, and defined benefit retirement plans.
- Prepare monthly financial reports as required by the Mayor and CITY Council.
- Reconcile and analyze balance sheet accounts and operating expense statements.
- Assist and prepare, in conjunction with the CITY staff and other governmental entities, to create the annual budget and budget amendments per GASB and Governmental Finance Officers Association (GFOA) standards.
- Conduct a fiscal analysis on an annual basis as part of the budget process and submit findings and recommendations to the Mayor and CITY Council.
- Coordinate and facilitate the annual audit process and prepare schedules required by the auditors.
- Prepare and submit documents required to meet the annual statutory reporting requirements.
- Coordinate the purchasing and renewal of appropriate amounts and types of insurance such as General Liability, Public Officials/Employment Practices, Property, Inland Marine, Equipment Breakdown, Automobile and Workers' Compensation insurance coverage.

Treasury Services:

- Assist in establishing all bank accounts and treasury requirements. Our team will implement policies and procedure to document, track and control all treasury transactions.
- Coordinate and implement the CITY's Investment Policies and Procedures pursuant to Chapter 218, of the Florida Statutes as directed by the Mayor and CITY Council.
- Produce timely reports on the performance of the CITY's investments as directed by the Mayor and CITY Council.
- Consult on special funding mechanisms/sources.
- Perform comparative analysis on building department fees and water rates.
- Assist in preparation and analysis of requests for proposals (RFPs) and request for qualifications (RFQs) as directed by the Mayor and CITY Council.

Capital Program Administration:

- Provide independent review of proposed capital improvement program and provide recommendations to the Mayor and CITY Council on implementation.
- Prepare a five year fiscal plan for funding the implementation of approved capital improvement program.
- Maintain proper fund accounting procedures.
- Assist with grant accounting procedures, tracking and reporting.
- Establish procedures to record and track all assets purchased, constructed, donated or conveyed to the CITY.

City Clerk Functions:

- Manager shall provide a qualified individual to serve as City Clerk
- Receive and process inquiries about official records of the City.
- Provide follow up activities for the Mayor, Council Members, and other City officials on issues related to official City records and proceedings.
- Maintain the City Seal and affix to all official documents and contracts.
- Ensure that all meeting minutes and other official documents are properly executed and

recorded as necessary.

- Maintain the City's filing system that will allow for retrieval of all City Records in an expeditious manner.
- Provide qualified individual that will attend all City Council meetings and other official City meetings.
- Transcribe all City meeting minutes in a timely and accurate manner.
- Ensure that summary minutes are prepared for all official meetings and that recordings are maintained in accordance with the Florida Statutes and City requirements.
- Process and respond to Public Records Requests

RICHIE & GUERINGER, P.C.
Counselors and Attorneys at Law

1995 ♦ *Celebrating 20 Years* ♦ 2015

100 Congress Avenue
Suite 1750
AUSTIN, TEXAS 78701
(512) 236-9220
FAX (512) 236-9230
rg-a@rg-austin.com
Internet: www.rg-law.com

112 E. Pecan Street
Suite 1420
SAN ANTONIO, TEXAS 78205
(210) 220-1080
FAX (210) 220-1088
rg-sa@rg-sanantonio.com
Internet: www.rg-law.com

December 11, 2017

Via Email

Mr. Matt Hoban
Director of Legal Services
Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, Pennsylvania 19044

RE: Effect of Name Change
Our File No. 4825.000

Dear Matt:

You have asked us to inform you regarding Texas law as it relates to the name change of Severn Trent Environmental Services, LLC ("STES") to Inframark, LLC and the effect such a name change may have on the obligations and liabilities under existing contracts first incurred by STES.

The Amendment to the Certificate of Formation that was filed, to be effective on December 1, 2017, changed only the name of the entity. As explained in Section 3.056 of the Texas Business Organizations Code, an amendment to a certificate of formation does not affect the existing rights of any party other than an owner of the entity. It has long been the law in Texas that a name change has no effect on the identity of the company or on its obligations and rights. *Nelson v. Detroit & Security Trust Co.,* 56 S.W.2d 860, 862 (Tex. Comm'm App. 1933, judgm't adopted). However, I believe that the discussion by the Texas Court of Appeals in its opinion *In re ReadyOne Indus.*, 294 S.W.3d 764, 772 (Tex. App. – El Paso 2009 orig. proceeding) states it most clearly:

> The Texas Business Organizations Code (BOC) also supports the finding that ReadyOne is merely a rebranded NCED. First, under the BOC a corporation has a perpetual existence unless otherwise stated in the certificate of formation. TEX.BUS.ORG.CODE ANN. § 3.005(a)(4) (Vernon Supp. 2008). Changing a corporate name or form does not end this perpetual existence.
>
> ***
>
> Based on the evidence before this Court, NCED still exists, but now it has a new operating name and restated purpose. Neither the

> Real Party nor Relators were able to find law indicating that a series of amendments or restatements of corporate purpose makes an entity a new company and thus relieving underlying contractual obligations. A corporation in Texas is permitted to freely restate or amend its certificate of formation. TEX.BUS.ORG.CODE ANN. §§ 3.056, 3.057.

The guidance given by the Texas Business Organizations Code and the case law interpreting this statute, requires a conclusion that, absent specific contractual provisions terminating the contract in the event of a name change, Inframark LLC steps into the shoes of STES in contracts entered into by STES prior to December 1, 2017 and has the rights and responsibilities formerly possessed by STES.

I trust that this explanation adequately responds to your inquiry. However, if you have any additional questions, please to do not hesitate to contact our office.

Sincerely,

RICHIE & GUERINGER, P.C.

BY: _____
Katherine J. Walters

KJW/tes

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Memorandum

December 29, 2017

TO: Mayor and Council, City of Westlake
FROM: Ken Cassel
SUBJECT: Increase in Scope of Work

We have worked with the City over the past year to effectively and efficiently manage the City's operations with the appropriate amount of manpower to accomplish the task.

Over the past six months the manpower time required to provide the level of service to the City in accordance with the contracted scope of work has increased considerably and is projected to remain at this level or higher for the remainder of this fiscal year. This increase in hours is in the areas of Accounting, City Clerk, Accounts Payable and Office Administration.

I have attached a breakdown of the additional hours per month in each of the categories in order to understand the impact of the growth on the back office work. As you can see the two main areas are in Accounting and Administration. These are impacted by the increase in the number of permits, permit fees, Affordable Housing program etc. There is some additional time also required by the City Clerk and Accounts Payable. The total number of additional hours per year is approximately 3,216.

This increase in cost was budgeted in the overall budget; however, not specifically in the line item for the contract with Inframark (formerly Severn Trent). The cost of the increase is $90,532.00 annually to the overall contract.

I have also prepared an amendment to the scope of work for the contract to reflect the increase in fees.

City of Westlake
Anticipated Hours by Position (per month)

Payroll Costs	Prior Hours	Current Hours	Incr.
Executive / City Clerk			
City Manager	80	104	24
City Clerk	48	64	16
Deputy City Clerk	12	12	-
Admin Assistant	-	130	130
Subtotal	**140**	**310**	**170**
Finance			
Accounting Manager	8	8	-
Accounts Payable	12	20	8
Payroll	8	8	-
Accountant 2	40	130	90
Subtotal	**68**	**166**	**98**
Building Department			
Clerk	173	173	-
Subtotal	**173**	**173**	**-**
Total	**381**	**649**	**268**
			70%

MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL

September 27, 2021

The Memorandum of Understanding (hereafter referred to as MOU) is being entered into by and among Inframark LLC (herein after referred to as "Manager") and the City of Westlake (herein after referred as "City") (collectively, the parties) by mutual consent.

STATEMENT OF FACTS

1. The Manager and CITY are currently in contract where the Manager provides management and administrative services via its personnel.

2. The compensation and service levels have been adjusted in the past my MOU as approved by the City Council in addition to the annual budget process outlined within the contract.

3. With the CITY's increasing growth, the maintaining of appropriate service levels necessitate additional management personnel to be added at this time.

4. Manager shall provide an additional dedicated person to assist in the daily operational management of the City. The addition of an administrative assistant for additional support to the City Clerk's office and the City Manager's office.

5. The additional compensation to the manager for the additional administrative position shall be $69,743 annually. Going forward this position shall be accounted for adjusted within the annual budget process. There are no additional ancillary fees for this position.

6. All other provisions of the general contract remain in force and are acknowledged by the parties.

Inframark LLC

DocuSigned by:
By: Chris Tarase
41808B12D02B415...

Chris Tarase, Vice President

City of Westlake

By: _____

Roger Manning, Mayor

AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC

THIS AGREEMENT made and entered into this 10th day of October, 2016 by and between, the City of Westlake ("CITY"), a municipality, located in Palm Beach County, Florida and whose address is 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470, and Nova Engineering and Environmental, LLC, consultants and engineers whose address is 4350 Oakes Road, Suite 518, Fort Lauderdale, Florida 33314 ("NOVA"), the parties agree to enter into a "piggyback" contract with modifications as contained herein, all other provision in the agreement not modified herein, remain in full force and effect.

RECITALS

WHEREAS, the City was incorporated on June 20, 2016, and whereas the City does not intend to have employees of the City, but intends to enter into contract service agreements to provide traditional municipal services to the City of Westlake; and

WHEREAS, the City is electing to waive the competitive bid process for the provision of building inspection and plan examination services, including building inspections, a building official and other functions typically provided by a municipal building department; and

WHEREAS, Nova has an existing contract for building inspection and plan examination services with the City of Ft. Lauderdale, which contract was entered into through the competitive bid process and said contract is still valid and existing; and

WHEREAS, the City Council determined that Nova is qualified to serve as Building Official, providing building inspection service, plan examination service and any other services as requested by the City Manager; and

WHEREAS, City intends to employ Nova to provide professional building services to the City, which services may include, but are not limited to building review, plan review, plan examination, construction administration, permitting, and any other service as requested by the City Manager; and

WHEREAS, Nova shall serve as City's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the City during the performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the City to the Nova of the sums of money herein specified, the City and Nova wish to enter into this agreement between them, as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND TERM. Nova's existing contract with the City of Ft. Lauderdale is attached hereto and incorporated herein, as Exhibit "A". All references to City shall mean the City of Westlake, Florida.

This provision shall replace, paragraph III, "Term of Agreement", and shall be replaced with the following term. This Agreement shall commence upon full execution by all parties hereto and shall be for a two (2) year term, with the option to renew for an additional one (1) year term.

ARTICLE 2. SCOPE OF SERVICES.

Nova will provide general building inspection and plan examination services as set forth in RFP 855-11487, with the City of Ft. Lauderdale. The RFP and Nova's responses thereto are attached hereto as Exhibit "B". In addition to the scope of services as set forth in the Agreement, Nova shall also provide the services as set forth below:

1. Nova shall act in the capacity of the building official for the City of Westlake in ensuring compliance and consistency with the Florida Building Code and all other rules, regulations and laws of the State of Florida.

2. Preparation of any agenda memorandums, any necessary reports, plan amendments or building documents requested by the City Manager, complete final inspection issues on construction projects and attendance at meetings with management and meetings of the City Council.

3. All special projects assigned to Nova shall be approved by the City Manager prior to the commencement of any special project. In addition, Nova shall not commence any special project until a written work authorization has been issued or a Purchase Order received. Any assigned special project shall be performed within the time frame established by the CITY and Nova in each work authorization. Minor adjustments to the timetable from completion approved by CITY in advance, in writing, will not constitute non-performance by Nova per this Agreement.

ARTICLE 3. COMPENSATION & REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by NOVA, its employees, or its consultants in the interest of the project for the incidental expenses as may be approved by the City Manager. Compensation is as set forth in the response to the RFP, as Cost Proposals, which are listed on an hourly basis for services to be performed.

ARTICLE 4. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the NOVA pursuant to this Agreement are the property of the City. NOVA does not represent that the documents may be suitable for reuse by the City or others for any extensions of the work for which they were provided or any other project without consent by NOVA. Any reuse without specific written consent by NOVA will be at the City's sole risk and without liability or legal exposure to NOVA.

ARTICLE 5. CONTINGENT FEE. NOVA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Nova, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Nova, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 6. PUBLIC RECORDS. This provision shall be added to the General Conditions, contained within paragraph VI(CC), Public Records, as paragraph (e).

(e) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Nova upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Nova transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Nova keeps and maintains public records upon completion of this Agreement, Nova shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Nova to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

ARTICLE 7. CONTROLLING LAW. This provisions replaces the General Conditions, contained within paragraph VI(U). NOVA and the CITY agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal dispute in a court of law shall be Palm Beach County, Florida.

ARTICLE 8. TERMINATION. This provision replaces, the "Termination for Cause" provision provided under the General Conditions, contained within paragraph VI(C). The CITY or NOVA may terminate this Agreement without cause upon sixty (60) days written notice. At such time as NOVA receives notification of the intent of the CITY to terminate the contract, NOVA shall not perform any further services unless directed to do so by the City Manager. In the event of any termination without cause, NOVA will be paid for services rendered to the date of termination and all reimbursable expenses incurred to date of termination.

The City may terminate this Agreement with cause upon written notice to NOVA. NOVA shall have thirty (30) days to cure any default for cause. In the event of any termination for cause where NOVA does not cure within the 30- day time frame, NOVA shall not perform any further services for the CITY after NOVA's receipt of notification of termination for cause, but NOVA shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 9. RECOVERY OF COSTS AND FEES. This provision shall be added to the General Conditions, contained within paragraph VI(A). In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party direct costs incurred, including reasonable attorneys' fees.

ARTICLE 10. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. As to the City: Ken Cassel, Manager
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470

With a copy to: Pam E. Booker, Esquire
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

B. As to the Nova: Nova Engineering & Environmental, LLC
4350 Oakes Road, Suite 518
Ft. Lauderdale, FL 33314

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the City and counsel for the Engineer may deliver Notice on behalf of the City and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

ARTICLE 11. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and Nova in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Attest: **CITY OF WESTLAKE, FLORIDA**

City Clerk, Sandra DeMarco

By: _____
Roger Manning, Mayor

NOVA ENGINEERING & ENVIRONMENTAL, LLC.

By: _____

Witness Jason Hill, Manager

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC

THIS FIRST AMENDMENT to Agreement is entered into as of this 6th day of September, 2022, by and between:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC., hereinafter referred to as "NOVA;"

And

CITY OF WESTLAKE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"

The CITY and NOVA may hereinafter collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, on June 8, 2020, NOVA and CITY entered into an Agreement (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement to extend the term of the Agreement for an additional two (2) years and to amend the existing fee schedule; and

NOW, THEREFORE, in consideration of the mutual benefits and other consideration as set forth herein, the Parties agree as follows:

SECTION 1. The foregoing "whereas" clauses are incorporated herein by reference.

SECTION 2. In accordance with Article 1 of the Original Agreement, the parties hereby exercise the option to renew commencing retroactively as of July 1, 2022 for an additional two (2) year term. Commencing as of July 1, 2024, the term shall be renewed automatically until either party terminates in accordance with the provisions of Article 9 of the Original Agreement.

SECTION 3. The fee schedule referenced in Article 11 and attached to the Original Agreement is hereby amended and is attached hereto as Exhibit "A".

SECTION 4. In the event of any inconsistencies between this First Amendment and the Original Agreement, the provisions contained in this First Amendment shall prevail. In all other respects, the terms and provisions of the Original Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this presence to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed thereto the day and year first above written.

CITY:
CITY OF WESTLAKE, FLORIDA

By: Ken Cassel
Title: City Manager

Date: 9/6/2022

CONTRACTOR:
NOVA ENGINEERING AND ENVIRONMENTAL, LLC

By: Jason Hill
Title: Executive Vice President

Date: 08/31/2022

NOVA

August 24, 2022

Mr. Kenneth Cassel
City of Westlake
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Mr. Cassel:

Please see the newly proposed rates for the NOVA Engineering/City of Westlake Municipal Contract.

Building Official	Request to change	125.00 per hr.
Fire Official	Request to change	125.00 per hr.
Plans Examiner	Request to change	95.00 per hr.
Building Inspector	Request to change	90.00 per hr.
Permit technician	Request to change	60.00 per hr.

Should you require any additional information, please let us know.

Respectfully submitted,

NOVA Engineering & Environmental, LLC

Joseph Berko
Building Official BU 1601
Branch Manager
jberko@usanova.com

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC

THIS FIRST AMENDMENT to Agreement is entered into as of this 6th day of September, 2022, by and between:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC., hereinafter referred to as "NOVA;"

And

CITY OF WESTLAKE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"

The CITY and NOVA may hereinafter collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, on June 8, 2020, NOVA and CITY entered into an Agreement (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement to extend the term of the Agreement for an additional two (2) years and to amend the existing fee schedule; and

NOW, THEREFORE, in consideration of the mutual benefits and other consideration as set forth herein, the Parties agree as follows:

SECTION 1. The foregoing "whereas" clauses are incorporated herein by reference.

SECTION 2. In accordance with Article 1 of the Original Agreement, the parties hereby exercise the option to renew commencing retroactively as of July 1, 2022 for an additional two (2) year term. Commencing as of July 1, 2024, the term shall be renewed automatically until either party terminates in accordance with the provisions of Article 9 of the Original Agreement.

SECTION 3. The fee schedule referenced in Article 11 and attached to the Original Agreement is hereby amended and is attached hereto as Exhibit "A".

SECTION 4. In the event of any inconsistencies between this First Amendment and the Original Agreement, the provisions contained in this First Amendment shall prevail. In all other respects, the terms and provisions of the Original Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this presence to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed thereto the day and year first above written.

CITY:
CITY OF WESTLAKE, FLORIDA

By: Ken Cassel
Title: City Manager

Date: 9/6/2022

CONTRACTOR:
NOVA ENGINEERING AND ENVIRONMENTAL, LLC

By: Jason Hill
Title: Executive Vice President

Date: 08/31/2022

{00530698.1 3540-0000000 }

NOVA

August 24, 2022

Mr. Kenneth Cassel
City of Westlake
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Mr. Cassel:

Please see the newly proposed rates for the NOVA Engineering/City of Westlake Municipal Contract.

Building Official	Request to change	125.00 per hr.
Fire Official	Request to change	125.00 per hr.
Plans Examiner	Request to change	95.00 per hr.
Building Inspector	Request to change	90.00 per hr.
Permit technician	Request to change	60.00 per hr.

Should you require any additional information, please let us know.

Respectfully submitted,

NOVA Engineering & Environmental, LLC

Joseph Berko
Building Official BU 1601
Branch Manager
jberko@usanova.com

From: Zoie Burgess
To: Mery Ramirez
Subject: FW: Nova Agreement
Date: Monday, May 6, 2024 12:56:45 PM
Attachments: image001.png

Zoie P. Burgess, CMC
City Clerk
City of Westlake

From: Zoie Burgess
Sent: Monday, May 6, 2024 12:53 PM
To: 'Cassel, Kenneth' <Ken.Cassel@Inframark.com>
Subject: RE: Nova Agreement

Ok, I will add a note to the amendment that the agreement will continue in accordance to Article 9 of the original agreement, so we know it is not expiring.

Zoie P. Burgess, CMC
City Clerk
City of Westlake

From: Cassel, Kenneth <Ken.Cassel@Inframark.com>
Sent: Monday, May 6, 2024 12:32 PM
To: Zoie Burgess <zburgess@westlakegov.com>
Subject: RE: Nova Agreement

Actually as of July 2024 it turns into an evergreen. Renewing automatically until we terminate in accordance with article 9 of the original contract.

My intent was to have all of them as an evergreen.
Thanks
Ken

From: Zoie Burgess <zburgess@westlakegov.com>
Sent: Monday, May 6, 2024 12:22 PM
To: Cassel, Kenneth <Ken.Cassel@Inframark.com>
Subject: Nova Agreement

This Message Is From an External Sender

This message came from outside your organization. Please use caution when clicking links.

Report Suspicious

Ken,

Nova's agreement needs to be reviewed and I know they were inquiring about the contract a few months ago, are we expecting them to send a Second Amendment? The last First Amendment (attached) is set to expire in July and therefore needs to be on the June agenda.

Zoie P. Burgess, CMC
City Clerk
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
P 561.530.5880
www.westlakegov.com

Citizen Engagement Tip: Did you know that you can sign up to receive City of Westlake agendas? Visit https://www.westlakegov.com/newsletter/subscriptions to get started. Whenever agendas are posted, you will receive an emailed notice with a direct link.

Florida has a very broad public records law. As a result, most written communication, created to or received from local officials, and City employees regarding City business is considered public record and available to the public and media upon request, unless otherwise exempt. Your email communications may therefore be subject to public disclosure. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact the City by phone or in writing.

Managed By
INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

210 N. University Drive, Suite 702 | Coral Springs, FL 33071
(O) 954.603.0033 | www.inframark.com

AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC

THIS AGREEMENT made and entered into this 8th day of June, 2020 by and between, the City of Westlake ("CITY"), a municipality, located in Palm Beach County, Florida and whose address is 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470, and Nova Engineering and Environmental, LLC, consultants and engineers whose address is 4350 Oakes Road, Suite 518, Fort Lauderdale, Florida 33314 ("NOVA"), the parties agree to enter into a "piggyback" contract with modifications as contained herein, all other provision in the agreement not modified herein, remain in full force and effect.

RECITALS

WHEREAS, the City was incorporated on June 20, 2016, and whereas the City does not intend to have employees of the City, but intends to enter into contract service agreements to provide traditional municipal services to the City of Westlake; and

WHEREAS, the City is electing to waive the competitive bid process for the provision of building inspection and plan examination services, including building inspections, a building official and other functions typically provided by a municipal building department; and

WHEREAS, Nova has an existing contract for building inspection and plan examination services with the Collier County Board of County Commissioners, which contract was entered into through the competitive bid process and said contract is still valid and existing; and

WHEREAS, the City Council determined that Nova is qualified to serve as Building Official, providing building inspection service, plan examination service and any other services as requested by the City Manager; and

WHEREAS, the City intends to employ Nova to provide professional building services to the City, which services may include, but are not limited to building review, plan review, plan examination, construction administration, permitting, and any other service as requested by the City Manager; and

WHEREAS, Nova shall serve as City's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the City during the performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the City to the Nova of the sums of money herein specified, the City and Nova wish to enter into this agreement between them, as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND TERM. Nova's existing contract with the Collier County Board of County Commissioners is attached hereto and incorporated herein, as Exhibit "A". All references to Collier County or Collier County Board of County Commissioners shall mean the City of Westlake, Florida.

This provision shall replace, paragraph I, "Agreement Term", and shall be replaced with the following term. This Agreement shall commence upon full execution by all parties hereto and shall be for a two (2) year term, with the option to renew for an additional two (2) year term.

ARTICLE 2. SCOPE OF SERVICES. Nova will provide general building inspection and plan examination services as set forth in RFP #16-6544, with the Collier County Board of County Commissioners. The RFP and Nova's responses thereto are attached hereto as Exhibit "B". In addition to the scope of services as set forth in the Agreement, Nova shall also provide the services as set forth below:

1. Nova shall act in the capacity of the building official for the City of Westlake in ensuring compliance and consistency with the Florida Building Code and all other rules, regulations and laws of the State of Florida.

2. Preparation of any agenda memorandums, any necessary reports, plan amendments or building documents requested by the City Manager, complete final inspection issues on construction projects and attendance at meetings with management and meetings of the City Council.

3. All special projects assigned to Nova shall be approved by the City Manager prior to the commencement of any special project. In addition, Nova shall not commence any special project until a written work authorization has been issued or a Purchase Order received. Any assigned special project shall be performed within the time frame established by the CITY and Nova in each work authorization. Minor adjustments to the timetable from completion approved by CITY in advance, in writing, will not constitute non-performance by Nova per this Agreement.

ARTICLE 3. COMPENSATION & REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by NOVA, its employees, or its consultants in the interest of the project for the incidental expenses as may be approved by the City Manager. Compensation is as set forth in the response to the RFP, as Cost Proposals, which are listed on an hourly basis for services to be performed.

ARTICLE 4. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the NOVA pursuant to this Agreement are the property of the City. NOVA does not represent that the documents may be suitable for reuse by the City or others for any extensions of the work for which they were provided or any other project without consent by NOVA. Any reuse without specific written consent by NOVA will be at the City's sole risk and without liability or legal exposure to NOVA.

ARTICLE 5. CONTINGENT FEE. NOVA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Nova, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Nova, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 6. PUBLIC RECORDS. This provision shall be added to the General Conditions, contained within paragraph VI(CC), Public Records, as paragraph (e).

(e) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Nova upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Nova transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Nova keeps and maintains public records upon completion of this Agreement, Nova shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Nova to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

NOVA shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 530-5880, ZBURGESS@WESTLAKEGOV.COM, 4001 SEMINOLE PRATT WHITNEY ROAD, WESTLAKE, FL 33470.

ARTICLE 7. CONTROLLING LAW. This provision replaces the General Conditions, contained within paragraph VI(U). NOVA and the CITY agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal dispute in a court of law shall be Palm Beach County, Florida.

ARTICLE 8. VENUE. This provision replaces the General Conditions contained within paragraph 23. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Palm Beach County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE 9. TERMINATION. This provision replaces, the "Termination for Cause" provision provided under the General Conditions, contained within paragraph VI(C). The CITY or NOVA may terminate this Agreement without cause upon sixty (60) days written notice. At such time as NOVA receives notification of the intent of the CITY to terminate the contract, NOVA shall not perform any further services unless directed to do so by the City Manager. In the event of any termination without cause, NOVA will be paid for services rendered to the date of termination and all reimbursable expenses incurred to date of termination.

The City may terminate this Agreement with cause upon written notice to NOVA. NOVA shall have thirty (30) days to cure any default for cause. In the event of any termination for cause where NOVA does not cure within the 30- day time frame, NOVA shall not perform any further services for the CITY after NOVA's receipt of notification of termination for cause, but NOVA shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 10. RECOVERY OF COSTS AND FEES. This provision shall be added to the General Conditions, contained within paragraph VI(A). In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party direct costs incurred, including reasonable attorneys' fees.

ARTICLE 11. FEE SCHEDULE. Exhibit 'C' Collier County Growth Management Department Development Fee Schedule shall not apply. The City of Westlake fee schedule shall be applicable.

ARTICLE 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. As to the City: Kenneth Cassel, Manager
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470

With a copy to: Pam E. Booker, Esquire
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

B. As to Nova: Nova Engineering & Environmental, LLC
4350 Oakes Road, Suite 518
Ft. Lauderdale, FL 33314

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the City and counsel for the Engineer may deliver Notice on behalf of the City and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

ARTICLE 11. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and Nova in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Attest: **CITY OF WESTLAKE, FLORIDA**

Zoie Burgess, City Clerk

By: Roger Manning, Mayor

NOVA ENGINEERING & ENVIRONMENTAL, LLC

By: Jason Hill

Collier County

Administrative Services Department

Procurement Services Division

Wednesday, June 08, 2016
Jason Hill, Executive Vice President
Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971

RE: **Contract #16-6544 "Planning and Regulation Staffing"**

Dear Mr. Hill. :

We are pleased to enclose your copy of the fully executed agreement for the above-referenced services which was approved by the Board of County Commissioners on Agenda Item.

We anticipate a successful relationship, and in order to meet that goal, we want to convey our expectations regarding your role as a contractor as follows:

1. Flexibility in making changes, including resource allocation as the need arises;
2. Creativity in finding cost-effective solutions to unanticipated problems;
3. Cooperation and timely communication with County Project Manager and staff;
4. Proper documentation of costs and expenses associated with this contract.

Congratulations on the award of this contract; should you have any questions, please do not hesitate to contact me at 239-252-6098.

Regards,

Adam Northrup
Procurement Strategist

C :Kenneth Kovensky, Division Director/Operations & Regulatory Management
Enclosure

AGREEMENT #16-6544

for

Planning and Regulation Staffing

THIS AGREEMENT, made and entered into on this 24th day of May 2016, by and between Nova Engineering and Environmental, LLC, authorized to do business in the State of Florida, whose business address is 5475 Lee Street, Suite 303, Lehigh Acres, Florida 33971 (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a two (2) year period, commencing on date of Board award and terminating on two (2) year(s) from that date.

   The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional two (2) year periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

   The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than 10 days prior to the end of the Agreement term then in effect.

2. **STATEMENT OF WORK**. The Contractor shall provide Planning and Regulation Staffing Services in accordance with the terms and conditions of **RFP #16-6544,** Exhibit A - Scope of Work, and the Contractor's proposal referred to herein and made an integral part of this Agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3. **THE AGREEMENT SUM**. The County shall pay the Contractor for the performance of this Agreement based upon either of the following options, which shall be clearly indicated on the purchase order:

Method 1 - a revenue share basis of 85% to the Contractor and 15% to the County based upon the current Collier County Growth Management Department, Planning and Regulation Fee Schedule herein attached as Exhibit C; or

Method 2 - by hiring specifically identified personnel categories in accordance with the hourly rates as set forth and identified in Exhibit B, attached herein and incorporated by reference and the price methodology as defined in Section 3.1.

Any future updates to the Exhibit C, Collier County Growth Management Department, Planning and Regulation Fee Schedule may be made via a Change by Letter. Hourly rates as set forth in Exhibit B shall be the maximum rates charged and will remain in effect for the initial term of the agreement. The rates may be reviewed annually after the initial term and may be updated by mutual agreement on an annual basis. Payment will be made upon receipt of a proper invoice and upon approval by the Contract Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

3.1 Price Methodology: The County agrees to pay the Contractor on a Time and Materials basis for the amount of labor time spent by the Contractor's employees and subcontractors to perform the work (number of hours times hourly rate). As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), and if applicable, other reimbursable documentation for the Work.

3.2 Any County agency may purchase products and services under this Agreement, provided sufficient funds are included in their budget(s).

3.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4. SALES TAX. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.

5. NOTICES. All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971
Attention: Jason Hill, Executive Vice President
Telephone: 239-599-5450
Email: jhill@usanova.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
Procurement Services Division
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Joanne Markiewicz, Director, Procurement Services Division
Telephone: 239-252-8407
Facsimile: 239-252-6480

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. NO PARTNERSHIP. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

7. PERMITS: LICENSES: TAXES. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

8. NO IMPROPER USE. The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or

municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

9. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

10. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

11. **INSURANCE.** The Contractor shall provide insurance as follows:

A. **Commercial General Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

B. **Business Auto Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $1,000,000 for each accident.

D. **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $1,000,000 each claim and in the aggregate.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

12. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

12.1 The duty to defend under this Article 12 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 12 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. AGREEMENT ADMINISTRATION. This Agreement shall be administered on behalf of the County by the Growth Management Department.

14. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

15. COMPONENT PARTS OF THIS AGREEMENT. This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), Exhibit A - Scope of Work, Exhibit B - Hourly Rates, Exhibit C - Collier County Growth Management Department /Planning and Regulation Fee Schedule, RFP #16-6544 Scope of Work and Addendum.

16. SUBJECT TO APPROPRIATION. It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

17. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.

18. COMPLIANCE WITH LAWS. By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes,

ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes), and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3) as stated as follows:

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

19. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES. Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful proposer.

20. AGREEMENT TERMS. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

21. ADDITIONAL ITEMS/SERVICES. Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

22. DISPUTE RESOLUTION. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

23. VENUE. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

24. KEY PRESONNEL/PROJECT STAFFING. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the project/services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates or dates set forth in the Project Schedule. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better

qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

25. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents.

26. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

* * * * *

IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:
Dwight E. Brock, Clerk of Courts

By: _____

Dated: 6/3/16

(SEAL)
Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Donna Fila, Chairman

Nova Engineering and Environmental, LLC
Contractor

By: _____
Signature

Jason Hill, EVP
↑Type/print signature and title↑

_____
First Witness
Natalie Foresman
↑Type/print witness name↑

_____
Second Witness
XIOMAIRA MORALES
↑Type/print witness name↑

Approved as to Form and Legality:

_____
~~Assistant~~ County Attorney
Deputy Scott R. Teach
Print Name

Exhibit A
Scope of Work

The Contractor will provide comprehensive staffing and service support to the Growth Management Department for operational requirements for planning and regulation. These resources shall provide services to augment staff in the Growth Management Department during peak periods for building permit applications, reviews, inspections, and all other related support functions. Such other related functions include but are not limited to land use review, architectural review, engineering review, and addressing and GIS support.

The Contractor's Personnel Requirements consist of the following, but not limited to:

1. Performs technical spatial data processing work (data creation, manipulation, analysis, and cartographic/data output) specializing in Geographic Information Systems and information technology. Responsible, under general supervision, for creating and maintaining various primary and secondary spatial databases (using Environmental Systems Research Institutes (ESRI), GIS software). Must possess working knowledge and understanding of GIS map generation using ESRI's ArcMap software; spatial and attribute digital data capture and editing procedures; review and cross-checking of spatial/attribute relationships in digital products; cartographic data requirements necessary for developing any given GIS product; computer aided drafting software programs.

2. Interprets, explains, and ensures architecture compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, architectural standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and architectural standards; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits or field inspections of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; sets elevation; takes photographs and measurements of field conditions. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Architect Registration.

3. Interprets, explains, and ensures engineering compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, engineering standards,

technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction/engineering plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and engineering standards; reviews engineering studies, engineering reports, and cost estimates; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits, field inspections, or land surveys of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; performs surveying to collect data; sets elevation; takes photographs and measurements of field conditions. Reviews sewer video recordings using a Pipeline Assessment Certification (PAC) certified technician under the direction of a Florida registered professional engineer and provides a findings report that conforms to PAC and Collier County Public Utilities District (CCPUD) standards. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Engineer License with emphasis in building construction and design.

4. Provides customer service and administrative/clerical support for the issuance of building and development permits. Receives permit applications and supporting documentation; determines what information and actions are needed to approve permit depending upon the nature/type of the permit requested. Researches Collier County Land Development Code (LDC) and Planned Unit Developments (PUD) to determine setbacks and/or verify that structures can be constructed; interprets LDC, PUD, County Ordinances and other codes, regulations and standards as they apply to each permit application. Verifies contractor license validity, determines spot survey and FEMA requirements for each permit application. Issues permits upon receipt of all documentation and required approvals. Calculates and issues related payment slips.

5. Examines construction plans and specifications for buildings, residence dwellings and/or other structures to determine compliance with the provisions of the County's Building, Mechanical, Electrical and Plumbing codes, and zoning ordinance for issuance of building permits. Identifies any defects or inadequacies; prepares plan check correction reports; approves plans that comply. Reviews corrections and changes submitted for plans that were rejected and revisions to plans that originally passed and already permitted; prepares and files code compliance reports. Reads and interprets blueprints, construction plans, specifications and technical drawings; reviews same for compliance with applicable engineering codes, ordinances and regulations; prepares energy calculations and fixture counts. Approves permits for construction; calculates and assesses proper fees for permits and/or inspections. Must possess and maintain Building Plans Examiner license in the specific category to perform plans review in the State of Florida

6. Travels to construction site locations and performs field inspections of new or existing buildings during various stages of construction and remodeling to ensure compliance with applicable building, electrical, plumbing, gas, and mechanical codes. Reviews quality of installation and workmanship of various components and systems to ensure proper installation and function. Provides direction when deficiencies or violations are discovered; issues citations for noncompliance with appropriate codes; suspends construction as necessary. Observes job site safety of projects on county property; ensures proper hazard signage to limit danger of injury to construction personnel, the public, the neighbors, site visitors, and other inspectors. Must possess and maintain Building Inspector license in the specific category to perform inspections in the State of Florida.

7. Conducts plan review of site development and site improvement plans for compliance with the Land Development Code (LDC) that would normally be associated with obtaining a building permit including architectural review. Researches, reviews and prepares for approval building permits, zoning certificates for all businesses obtaining occupational licenses, temporary use permits and building permits. *Florida Certified Professional Architect qualification is required*

8. Prepares and processes program/operational documents (permits, work orders, project records, etc.). Researches, assembles and compiles information needed to complete documents. Answers Division telephones; assists callers with questions regarding division programs, services or procedures; refers callers to other staff members as appropriate; and takes messages. Receives, screens and assists visitors and/or customers; provides information; and/or directs visitors to appropriate staff member or division. Provides information regarding division programs; explains policies and procedures and receives applications, requests and/or complaints for processing.

The Contractor shall:

1. Adhere to all State of Florida and County laws and ordinances in the review or completion of responsibilities assigned under this agreement, and must be licensed pursuant to their trades and rules and regulations of the State of Florida governing statutes.
2. Respond to the County's request for service within three (3) business days from the initial point of contact.
3. Provide State of Florida credentialed inspectors, testers, and other identified positions by the Department of Growth Management.
4. Develop communication and escalation strategy for personnel not performing their assigned responsibilities.

5. Complete work (direction from the Growth Management Department project manager) within five (5) business days from the initial point of contact with the public.
6. Reduce invoices by fifty percent (50%) should the Contractor not meet performance measure of five (5) business days to perform the work.
7. Maintain performance and risk management measurement tracking reports and provides to project manager weekly. During the first three (3) months of the contract, the Contractor must collaborate with the County to develop performance metrics, tracking services, positions, costs, schedule completion / overruns, anticipated and unanticipated risks, etc.
8. Provide monthly billing statement/ invoice identifying the positions, services and hours in "line item" detail by function; as fully outlined in Section 3.1 of the Agreement .

Additionally, the Contractor shall:

1. Provide information technology resources and equipment that are:
   a. Compatible with Collier County Information Technology system protocols and available to provide all provisions of the services required by the scope of work.
   b. Provided to the staff who are assigned to the RFP scope of service.
2. Provide equipment and resources to assigned staff (other than information technology resources) that shall include vehicles or trucks for building inspections or other services as a part of this contract.
3. For building permits, plan reviews and inspections:
   a. All inspections requested prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.
   b. Organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by Collier County Resolution No. 2010-130, or the most recent version of the fee schedule approved by a Collier County resolution.
   c. Issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable Collier County Ordinances.
   d. Ensure that all construction activities are permitted and inspected in strict conformance with County's codes and ordinances.
   e. Make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable County ordinances, codes and laws. Inspections shall include excavation, subsurface drainage, inlets and manholes

construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.

f. Provide assistance in reviewing construction plans submitted by developers to County's Planning and Zoning Department.

4. For planning and zoning services:

   a. Provide information concerning zoning and building codes to the general public, builders, developers, Board of County Commissioners and Planning and Zoning Commission.

   b. Review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.

   c. Review setbacks and zoning for all commercial and residential building permits.

   d. Review and approve commercial and residential plans.

   e. Review construction plans submitted to ensure compliance with the Land Development Code and all local and state building codes.

   f. Review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.

5. Allow the County to reject employees from the Contractor's pool of candidates, at the County's sole discretion.

Exhibit B
Hourly Rate Schedule
16-6544 – Planning and Regulation Staffing

Line	Position	Hourly Rate
1	Building Official	$ 95.00
2	Fire Official	$ 95.00
3	Plans Examiner	$ 75.00
4	Code Inspector	$ 75.00
5	Permit Technician	$ 45.00

The above hourly rates are applicable to Time and Materials Work only. This is a representative list and is not intended to be all-inclusive. Additional hourly rate fees for other personnel categories that may be required for performance of services under this agreement may be added upon mutual agreement in advance and in writing by the County and Contractor, as needed.

Subcontractor

Kimley-Horn and Associates, Inc.

Exhibit C
Growth Management Department Development Fee Schedule

(following this page)

EXHIBIT C

Collier County

16-6544 - PLANNING AND REGULATION STAFFING

COLLIER COUNTY
GROWTH MANAGEMENT DEPARTMENT DEVELOPMENT SERVICES
FEE SCHEDULE

BCC Approved version, June 9, 2015
Effective Date - October 1, 2015

Contents:

A) ADMINISTRATION 18
B) BLASTING PERMITS & INSPECTIONS 18
C) ENVIRONMENTAL/LANDSCAPING 18
D) EXCAVATION PERMITS 19
E) FIRE CODE REVIEW FEES 20
F) SITE DEVELOPMENT PLANS 20
G) SUBDIVISION 22
H) ENGINEERING INSPECTION FEES 22
I) TEMPORARY USE FEES 23
J) WELL PERMITS/INSPECTIONS 23
K) ZONING/LAND USE PETITIONS 23
L) MISCELLANEOUS 25
M) BUILDING PERMIT APPLICATION FEE 17
N) BUILDING PERMIT FEES 18
O) ELECTRICAL PERMIT FEES 18
P) PLUMBING PERMIT FEES 19
Q) MECHANICAL PERMIT FEES 19
R) FIRE PREVENTION AND CONTROL PERMIT FEES 19
S) MOBILE HOME/OFFICE TRAILER AND OTHER TRAILER PERMIT FEES 19
T) CHICKEES AND SIMILAR STRUCTURES 20
U) POOL OR SPA PERMIT FEES 20
V) SCREEN ENCLOSURE PERMIT & PAN ROOF FEES 20
W) SIGN PERMIT FEES 20
X) CONVENIENCE PERMIT FEES 20
Y) REVISION AND AS BUILT PLAN REVIEW FEES; CORRECTIONS TO PLANS 20
Z) PERMIT EXTENSION 21
AA) DEMOLITION OF BUILDING OR STRUCTURE PERMIT FEES 21
BB) PRE-MOVING INSPECTION FEES 21
CC) INSPECTION FEES 21
DD) REINSPECTION FEES 21
EE) FAILURE TO OBTAIN A PERMIT 21
FF) LICENSING 21
GG) DUPLICATE PERMIT CARDS 22
HH) CHANGE OF CONTRACTOR OR SUBCONTRACTORS 22
II) PERMIT FEE REFUNDS 22
JJ) RECORD RETRIEVAL 23
KK) COPY FEES 23
LL) RESEARCH 23
MM) SUBSCRIPTION SERVICE 24
NN) RESERVED 24
OO) PROPERTY INSPECTIONS 24
PP) CERTIFICATE TO BOARD BUILDING 24
QQ) ADDITIONAL FEE REFUND PROVISIONS 24
RR) REFUND PROVISIONS 24
SS) ADDITIONAL FEE PROVISIONS 25
TT) PUBLIC VEHICLE FOR HIRE FEES 25
UU) "PAYMENT IN LIEU OF" FEE FOR PATHWAYS (SIDEWALKS, AND BIKE LANES) 25
VV) OPTIONAL EXPEDITED BUILDING PERMIT PLAN REVIEWS 25
WW) FENCES 26
XX) CERTIFICATE OF OCCUPANCY 26

Fees are in **bold**

FEES ARE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS RESOLUTION, AND CANNOT BE WAIVED OR SUSPENDED WITHOUT AN ACTION BY THE BOARD OF COUNTY COMMISSIONERS.

ANY QUESTIONS CONCERNING THE APPLICABILITY OF FEES SHALL BE CONCLUSIVELY DETERMINED BY THE DIRECTOR OF THE APPROPIATE DEPARTMENT, AS APPLICABLE. WHERE AS PART OF A REZONING, PLAT OR SIMILAR APPLICATION TYPE, THE BOARD OF COUNTY COMMISSIONERS DIRECTS APPROVAL OF FUTURE DEVELOPMENT ORDERS DIFFERENT FROM THE STANDARD TYPE OF APPROVAL PROCESSES REQUIRED, THE DIRECTOR OF THE APPROPRIATE DEPARTMENT SHALL DETERMINE THE FEES TO BE APPLIED TO THE PROCESS NECESSARY TO MEET THE BOARDS REQUIREMENTS. THE APPLICABLE FEES SHALL BE THOSE WHICH MOST CLOSELY RESEMBLE THOSE CHARGED FOR SIMILAR PROCESSES INCLUDING EXTRA FEES FOR ADVERTISING AND THE LIKE.

A) ADMINISTRATION

1) Official Interpretation Request of Land Development Code (LDC), Growth Management Plan (GMP), or Building Construction Administrative Code (Administrative Code). Based on staff hours: Less than 20 hours **$1,500.00**, 20 to 40 hours **$3,000.00**, more than 40 hours **$5,000.00**

2) N/A

3) Determination of Vested Rights. **$100.00** (plus the County's out-of-pocket expenses associated with hearing officer and hearings)

4) Appeal of Vested Rights Determination. **$100.00**

5) Amendment to Land Development Code. **$3,000.00**

6) Appeal of an Administrative Decision (as may be provided for in the Collier County Administrative Code or the LDC). **$1000.00** (non-refundable)

7) Appeal to Board of Zoning Appeals or Building Board of Adjustments and Appeals (as may be provided for in the Collier County Administrative Code or the LDC). **$1,000.00** (non-refundable)

B) BLASTING PERMITS & INSPECTION

1) 30 day permit fee, non-refundable payable upon application. **$250.00**
2) 90 day permit fee, non-refundable payable upon application. **$600.00**
3) Yearly permit fee, non-refundable payable upon application. **$1,500.00**
4) Renewal permit fee, non-refundable payable upon application. **$200.00**
5) After-the-fact fee, due to blasting without a permit. **$10,000.00**
6) Fine fee, per detonated shot with after-the-fact permit. **$200.00**
7) Handler fee, for handler who assists the user or blaster in the use of explosives. **$100.00**
8) Blasting Inspection Fee. **$200.00** (per inspection)
9) Inspection fees shall be paid upon issuance of a blasting permit based on the estimated number of blasts. Upon completion, fees will be adjusted to reflect actual number of blasts.

C) ENVIRONMENTAL/LANDSCAPING

1) Site Clearing Permit, first acre or fraction of an acre. **$250.00** each additional acre or fraction of an acre. **$50.00** ($3,000.00 maximum)

2) Agricultural Land Clearing
   a. Land Clearing Notification **$250.00**
   b. Land Clearing Permit **$250.00** each additional acre or fraction of an acre. **$50.00 ($3,000.00 maximum)**

3) Landscape Tree Removal Fee **$250**

4) Environmental Impact Statement (EIS) **$2,500.00** for 1st submittal and 2nd submittal if applicable, 3rd submittal **$1,000.00**, 4th and subsequent submittals **$500.00** each

5) Landscape Re-inspection 1st **$50.00**, 2nd **$75.00**, every inspection afterward **$100.00**

6) Vehicle on the Beach Permit Application. **$250.00** (Permit fee shall be waived for public and non-profit organizations engaging in environmental activities for scientific, conservation or educational purposes).

7) Beach Nourishment Permits - **$400**

8) Special Treatment Review
   a. First five acres or less. **$400.00**
   b. Each additional acre, or fraction thereof. **$50.00** ($5,000.00 Maximum)
   c. n/a

9) Coastal Construction Setback Line (CCSL):
   a. CCSL Permits **$400.00**
   b. Variance - Petition. **$1000.00**

10) Sea Turtle Permit-
   a. Sea Turtle Handling Permits. **$25.00**
   b. Sea Turtle Nesting Area Construction Permit. **$200.00**
   c. Sea Turtle Nest Relocation. **$100.00**

11) Vegetation Removal Permit
   a. First acre or fraction of an acre less. **$250.00**
   b. Each additional acre, or fraction thereof. **$50.00** ($3,000.00 Maximum)

12) After-the-fact Environmental or Landscape Permits
   a. CCSL Variance Petition. **2x normal fee**
   b. All other Environmental or Landscape Permits. **4x normal fee**

13) Informal Wetland Jurisdictional determination for single family parcels up to 5 acres - **$300.00**

14) Conservation Easement review fee - **$300.00** application fee plus the following additional site fee: **$200.00** for CE acres less than 5 acres; **$400.00** for CE area between 5 acres and 10 acres; **$600.00** for CE area greater than 10 acres and less than 20 acres; **$800.00** for CE areas between 20 and 50 acres; and an additional **$200.00** for every 40 acres of CE area over 50 acres.

15) Listed or Protected Species review fee (when an EIS is not required) - **$1000.00**

D) EXCAVATION PERMITS

1) Annual Renewal. **$300.00**
2) Application (Private). **$400.00**
3) Application (Commercial). **$2,000.00**
4) Application (Development). **$400.00**
5) **$200.00** per inspection paid in advance for 12 months
6) Reapplication: **$300.00** plus **$200.00** per month inspection fee
7) Cubic Yardage Review Fee: **$200.00** first 5000 cy, plus **$10.00** per additional 1000 cy with a maximum of $20,000.00
8) Time Extension. **$150.00** plus **$200.00** per month inspection fee
9) After-the-fact Excavation Permit. **4x application fee**
10) Over excavation penalty fee per yard. Plus Permit/Review **$0.05** per cubic yard fee, unless maximum have been paid.

E) FIRE CODE REVIEW FEES

1) Fire Code Review fees associated with each of the following processes:

a.	SDP - Site Development Plan	**$200.00**
b.	SDPA - Site Development Plan, Amendment	**$150.00**
c.	SDPI - Site Development Plan, Insubstantial	**$100.00**
d.	SIP - Site Improvement Plan	**$150.00**
e.	SIPI - Site Improvement Plan, Insubstantial	**$100.00**
f.	PSP - Preliminary Subdivision Plans	**$150.00**
g.	PSPA - Preliminary Subdivision Plans, Amendment	**$100.00**
h.	PPL - Plans & Plat, Subdivision	**$100.00**
i.	FP - Final Plat	**$100.00**
j.	CONSTR - Construction Plans, Subdivision/Utilities	**$100.00**
k.	ICP - Construction Plans, Insubstantial	**$100.00**
l.	DRI - Development of Regional Impact	**$200.00**
m.	DOA - Development Order, Amendment	**$150.00**
n.	PUDZ - Planned Unit Development, Rezone	**$150.00**
o.	PUDA - Planned Unit Development, Amendment	**$150.00**
p.	PDI - Planned Unit Development, Insubstantial	**$100.00**
q.	RZ - Rezone, Regular Zoning	**$100.00**
r.	CU - Conditional Use	**$150.00**

F) SITE DEVELOPMENT PLANS

1) Site Development Plan Review (SDP). **$5000.00**

   a. plus **$40.00** per D/U
   b. plus **$100.00** per residential building structure
   c. plus **$.10** per square foot for non-residential except that structures designed exclusively for parking (parking garages) shall be calculated at **$.05** per square foot.
   d. plus **$200.00** per building for non-residential
   e. Additional fees for 3rd review **$500.00**, 4th review **$1,000.00**, 5th review **$1,500.00**, 6th and subsequent reviews **$2,000.00**

   When a building consist of both residential and non-residential (commercial, retail, office) uses, the following fees will apply.

   a. **$5000.00** base fee plus **$40.00** per D/U
   b. **$200.00** per building for non-residential
   c. plus **$0.10** per square foot of non-residential floor area
   d. Additional fees for 3rd review **$500.00**, 4th review **$1,000.00**, 5th review **$1,500.00**, 6th and subsequent review **$2,000.00**

2) Pre-application fee. **$500.00** (to be credited toward application fee submittal)
   a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
   b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
   c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.

3) Simultaneous Review Fee (planning review of simultaneous building permit applications) **$100.00** per building permit application.

4) Site Development Plan Insubstantial Change
   a. Site Development Plan Insubstantial Change. **$400.00** for first sheet, **$100.00** for each and every additional sheet submitted.

   b. Site Development Plan Insubstantial Change for Public Utility System Accessory Uses. **$500.00** for the first sheet, **$125.00** for each and every additional sheet.

c. Additional fees for 3rd review **$500.00**, 4th Review **$1,000.00**, 5th and subsequent review **$1,500.00**

5) Site Development Plan Conceptual Review (CSP), Unified Development Plan (UDP), Neighborhood Park Site (NPSP) **$750.00**

6) Site Improvement Plan Review (SIP). **$1000.00** (plus Engineering review fees)

7) Utility Plan Review & Inspection Fees-
   a. Construction Document Review. **0.75%** of probable water and/or sewer construction costs
   b. Construction Inspection. **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
   c. Construction Document Resubmission or Document Modification, submit as insubstantial change. **$150.00** for first sheet, **$75.00** for each additional sheet

8) Engineering Site Plan Review Fee
   a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction
   b. Construction Inspection **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determines by the Board of County Commissioners. unless otherwise determined by the Board of County Commissioners.

9) Site Development Plan Amendment (SDPA) **$2,500.00**
   a. Plus **$40.00** per D/U plus **$100.00** per residential building structure
   b. plus **$.10** per square foot
   c. plus **$200.00** per building for non-residential
   d. Additional fees for 3rd review **$500.00**, 4th Review **$1,000.00**, 5th and subsequent review **$1,500.00**

10) SBR Fees
   a. Pre-Acquisition Meeting **$500.00** (no refunds or credits)
   b. Pre-application fee. **$500.00** (to be credited toward application fee upon submittal) (all normal pre-application provisions apply)
   c. SBR Fee **$5000.00** with hourly reconciliation at project completion for hourly variation greater than 10%, final project charges at **$100.00** per hour for all associated staff hours

11) Violation of the conditions of approval of the SDP/SIP or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved SDP/SIP. **4x** the SIP/SDP application fee

12) Request for alternative architectural design **$500.00**, no separate or additional fee for appeals to, or requests for assistance from, the Architectural Arbitration Board.

13) Site Development Plan Sheet change out (per GMD-P&R policy guidelines) **$35.00** per page.

14) Town Home Site Plan Review - **$6,000.00** base fee, additional fees for 3rd review **$500.00**, 4th review **$1,000.00**, 5th review **$1,500.00**, 6th and subsequent review **$2,000.00**

15) SDP Extension - **$150.00**

16) Post Take Site Plan – Base Fee **$1,000.00**, Resubmittal Fee **$250.00** each submittal, **$3,000.00** additional if objection filed.

17) Site Plan with Deviations for Redevelopment (SDP/SDPA/SIP-DR). Application fee to request deviation(s) for a redevelopment project **$1,000.00**. This fee is in addition to the fee for a SDP, SDPA or SIP application.

G) SUBDIVISION

1) Lot Line Adjustment (LLA) and Lot Split Review **$250.00**

2) Subdivision Review Fees (PPL), (PPLA) -
   a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping and any other appurtenant cost of construction
   b. Subdivision Inspection Fee **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
   c. Construction Document Resubmission or Document Modification -Submit as Insubstantial Change **$400.00** for first sheet, **$100.00** for each additional sheet
   d. Subdivisions – 3rd and subsequent additional reviews - **$500.00**
   e. Subdivisions – Substantial deviations from approval construction documents **$500.00**

3) Subdivision, Preliminary Plat (PSP)-
   a. Petition Application **$1000.00** plus **$5.00** per acre (or fraction thereof) for residential, plus **$10.00** per acre (or fraction thereof) for non-residential; (mixed use is residential)

4) Subdivision Final Plat (FP) **$1,000.00** plus **$5.00** per acre (or fraction thereof) for residential, **$1000.00** plus **$10.00** per acre (or fraction thereof) for nonresidential; (mixed use is residential)

5) Additional review of construction plans for phased construction of subdivision improvements. **$1000.00** per phase

6) Two-year Extension **$150.00**

7) Water and Sewer Facilities Construction Document Review **0.75%** of probable water and/or sewer construction costs

8) Construction Document Resubmission or Document Modification **0.25%** of probable water and/or sewer construction costs

   a. 3rd and subsequent re-submittals - **$500.00**

   b. Water and Sewer Facilities Construction Inspection Fee **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.

9) Violation of the conditions of approval of approved construction plans or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved construction plans or permit. **4x** the PPL, PPLA, PSP, CNSTR or Final Plat Review Fee (FP).

10) Administrative Amendment **$250.00**

H) ENGINEERING INSPECTION FEES

1) Engineering Inspection Fee **$150.00** per set of required engineering inspections charged at time of building permit issuance.
2) Re-inspection Fees: 1st re-inspection **$67.00**, 2nd re-inspection **$67.00**, 3rd and thereafter re-inspection **$67.00**

I) TEMPORARY USE PERMITS

1) Beach Events Permits-
   a. Individual Permit **$100.00**
   b. Block of 25 calendar days **$2,250.00**
   c. Block of 50 calendar days **$4,500.00**
   d. Block of 75 calendar days **$6,750.00**
   e. Block of 100 calendar days **$9,000.00**
   f. Block of 125 calendar days **$11,250.00**
   g. Block of 150 calendar days **$13,500.00**

2) Temporary Use Permit Special Sales & Events. **$200.00**

3) Model Homes and Sales Centers **$500.00**

4) Construction and Development, Mobile home, Agricultural Zoning, and Temporary use for "Coming Soon" sign **$125.00**

5) Residential and Non-Profit Garage and Yard Sale Permits **No Charge**

6) Temporary Use Amendment. **$100.00**

7) Renewals or extensions requested after the expiration date **$200.00.**

8) Temporary Use Permit for Special Events requiring BCC approval, including Circus and Carnival Permits. **$275.00**

9) Political Signs (Bulk Temporary Permit) **$5.00**

10) Fees for Temporary Use permits issued After the Fact, ATF: **2x** normal fee

J) WELL PERMITS/INSPECTIONS

1) Hydraulic elevator shaft permit **$300.00**
2) Test hole permit (including 1st six holes) **$300.00**, each additional hole **$20.00**
3) Well permit (abandonment) **$50.00**
4) Well permit (construction, repair, or combined construction and abandonment at one site) **$300.00**
5) Well permit (monitoring) **$150.00**
6) Well Permit (modification of monitor/test well to a production well) **$75.00**
7) Well Reinspections
   a. First Reinspection **$67.00**
   b. Second Reinspection **$67.00**
   c. Third Reinspection **$67.00**
8) After the fact well permits **4x** normal fee per violation.

NOTE: Multiple wells may be allowed on one permit, but each well must be accounted for and the appropriate fee shall be charged for each well in accordance with the above listed schedule.

K) ZONING/LAND USE PETITIONS

1) Pre-application meeting fee **$500.00** (to be credited toward application fee upon submittal)
   a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
   b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
   c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.

2) Alcoholic Beverage or Service Station Separation Requirement Waiver **$1000.00**

3) Boat Dock Extension Petition **$1,500.00** Boat Lift Canopy Administrative Review **$500.00**

4) Conditional Use Permit **$4,000.00** when filled with Rezone Petition **($1,500.00)** Additional fee for 5th and subsequent reviews – **20%** of original fee.

5) Conditional Use Monitoring Review: **$750.00**

6) Conditional Use Extension **$3,000.00**

7) DRI Review (In addition to cost of rezone) **$10,000.00** plus **$25.00** an acre (or fraction thereof) Additional fee for 5th and subsequent reviews – **20%** of original fee Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the DRI will be capped at $13,000.00. Any amendment which includes a map and text change will be assessed the full fee (no cap).

8) DRI/DO Amendment **$6,000.00** plus **$25.00** per acre (or fraction thereof). The acreage charge does not apply for amendments which only change the build-out date of the DO for a time period of less than five years. Additional fee for 5th and subsequent reviews – 20% of original fee.
   a. DRI Extension - **$100.00**

9) DRIABN – DRI Abandonment **$1,500.00**

10) Flood Variance Petition **$1000.00**

11) Interim Agriculture Use Petition **$350.00**

12) Non-Conforming Use Change/Alteration **$1,500.00**

13) Parking Exemption **$1,500.00**. Additional fee for 5th and subsequent reviews – **20%** of original fee.

14) Parking Reduction (Administrative) **$500.00**

15) Rezone Petition (PUD to PUD): **$8,000.00** plus **$25.00** an acre (or fraction thereof) (Requires a submittal of a new PUD document), additional fee for 5th and subsequent reviews – 20% of original fee (excludes minor minor revisions as required by staff).

16) Property owner notifications: **$1.50** non-certified mail, **$3.00** certified return receipt mail (Petitioner to pay this amount prior to advertisement of petition)

17) Planned Unit Development Amendments (PUD) **$6,000.00** plus **$25.00** an acre or fraction of an acre. (Substantial changes to the text and Master Plan), Additional fee for 5th and subsequent reviews – **20%** of original fee. Text changes that do not impact the Master Plan $6,000.00 (the $25.00 an acre fee will not apply. Amendments deemed to be minor in nature that is requiring minor strike thru and underline amendments of no more than 10 different lines of text changes in the PUD will be capped at $9,000.00. Any amendment which includes a map and text change will be assessed the full fee (no cap).

18) Planned Unit Development Amendment - Insubstantial (PDI) **$1,500.00** requires a hearing by the CCPC only for a minor change to the PUD Master Plan, PUD Minor Change (PMC) **$1,000.00** (Administrative Review for minor change to the Master Plan)

19) Rezone Petition (Regular) **$6,000.00** plus **$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.

20) Rezone Petition (to PUD) **$10,000.00** plus **$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.

21) Street Name Change (Platted) **$500.00** plus **$1.50** for each property owner requiring notification of proposed street name change

22) Un-platted street name or project name change: **$100.00** per application fee plus **$50.00** per additional hour or Partial hour of research required to process application, not to exceed **$500.00**

23) Variance petition: **$2,000.00** residential, **$5,000.00** non- residential, Additional fee for 5th and subsequent Reviews – **20%** of original fee.

24) Variance (Administrative) **$1,000.00**

25) Zoning Certificate: Residential: **$50.00**, Commercial: **$125.00**

26) PUD Extension – Sun Setting: **$1000.00**

27) Sign Variance Petition: **$2000.00**

28) Stewardship Receiving Area Petition (SRA): **$7000.00** per SRA plus **$25.00** per acre for. Stewardship Sending Area Petition (SSA): **$9,500.00,** Stewardship Receiving Alternative Deviation Design (SRDD) **$500.00.** SRA Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the SRA will be capped at $10,000.00.

29) After-the-Fact Zoning/Land Use Petitions **2x** the normal petition fee

30) Land Use Petition Continuances Including Appeal of an Administrative Decision and Appeal to Board of Zoning Appeals
    a. Requested after petition has been advertised **$500.00**
    b. Requested at the meeting **$750.00**
    c. Resultant additional required advertising charged in addition to continuance fees.

31) PUD and SRA Monitoring (one-time charge at time of building permit pick-up)
    a. **$100.00** per dwelling unit for residential construction within a PUD and SRA ($3,000.00 maximum fee per building permit application)
    c. **$0.12** per square foot for non-residential construction within a PUD and SRA ($3,000.00 maximum fee per building permit application)

32) Any legal advertising required during any GMD-P&R activity or approval process will be charged in addition to stated fees, at actual costs. GMD-P&R reserves the right to charge an estimated amount with the initially required project fees, and will reconcile and adjust such charges against actual legal advertising recording billings at the completion of the project.

33) Mixed Use Project (MUP) **$2,500.00**
    a. Mixed Use Project Deviation **$1,000.00**

34) Amplified Sound Permit **$300.00.**

35) Planned Unit Development (PUD) closeout application and processing **$2,500.00**

36) Development of Regional Impact (DRI) closeout application and processing **$10,000.00**

37) Zoning Verification Letter – Planned Unit Development (PUD) Comparable Use Determination application fee **$1,000.00**. Note: This application and fee is distinct from the Zoning Confirmation Letter found elsewhere in the Fee Schedule.

L) MISCELLANEOUS

1) Reserved

2) Reserved

3) Official Zoning Atlas Map Sheet Publications, maps, and reports shall be copied at actual cost.

4) The following fee shall be assessed for all Lien Search Requests and Payoff Requests: **$25.00**/per property address.

5) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.

6) The fee for creating and designing special computer generated reports that are not a part of regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.

7) CD Burning: **$5.00**

8) Complete sets of Official Zoning Atlas Map Sheets **$100.00** per set.

9) Staff shall charge the following fees for duplication of public records:

   a. **$0.15** for each one sided photocopy of documents less than 11x17 inches.
   b. **$0.20** for each two sided photocopy of documents less than 11x17 inches.
   c. **$1.00** for each certified copy of a public record.

10) Property Notification Address Listing:
   a. MS Excel spreadsheet on Disc **$70.00**
   b. Print out on Paper **$75.00** + **$0.05** for every record over 1500
   c. Mailing Labels **$80.00** + **$0.06** for every record over 1500
   d. Print out on Paper + Mailing Labels **$85.00** + **$0.11** for every record over 1500

11) Comprehensive Plan Consistency Review
   a. CU's **$300.00**
   b. Rezoning **$750.00**
   c. PUD's or PUD Amendments: **$2250.00**
   d. Letter of GMP consistency to outside agencies: **$250**
   e. SRA - Stewardship Receiving Area - **$2,250.00**
   f. DRI - Development of Regional Impact - **$2,250.00**
   g. FIAM – Fiscal Impact Analysis - **$4,000.00**

12) Plan Review Fee (for planning review of all building permit applications)
   a. Permit Application – Complex (more than one trade): **$75.00** per building permit application, 2nd review **50%** of fee, 3rd and subsequent **25%** of fee (2nd and subsequent review fees related to Zoning approvals only)
   b. Permit Application – Basic (no trade or one trade): **$50.00** per building permit application, 2nd review **50%** of fee, 3rd and subsequent **25%** of fee (2nd and subsequent review fees related to Zoning approvals only)

13) Project Meetings: Active applications under review for the following project types will be afforded one inter-departmental meeting at no charge: Planned Unit Development re-zonings and Site Development Plan applications (except for conceptual site plan approval and insubstantial change approval). Meeting requests for all other application types and additional meetings will be subject to the following fees:

   a. Meetings with Departmental Project Approval Staff member per applicant request, reviews and petitions in progress, **$150.00** per one hour minimum, **$75.00** per ½ hour thereafter. Additional Department staff attending meeting per applicant request **$75.00** per ½ hour per staff member.
   b. Inter-Departmental Project Meeting per applicant request, site plan reviews and land use petitions in progress, **$500.00** per one hour minimum, **$250.00** per ½ hour thereafter.

14) Adequate Public Facilities
   a. Planning Applications requiring COA process review (such as FP's, PPL's & SIP's, SDPs) **$200.00** + **25.00** per residential dwelling unit or + **25.00** per 1000 sq ft commercial ($5000.00 maximum)

b. Building permit applications requiring COA process review not covered under 12.a above **$100.00** per building permit application.

15) Zoning Confirmation Letters
   a. Standard Response **$100.00** (includes up to 1 hour research)
   b. Extended Research **$100.00** per hour (any response with research in excess of 1 hour)

16) N/A

17) CDD
   a. Community Development District **$15,000.00**
   b. Chapter 189 Special District, Independent or Dependent, **$15,000.00**

18) GMP Amendment
   a. Small Scale **$9000.00**
   b. General **$16,700.00**
   c. Legal advertising in addition to sub-sections a and b fees, and subject to applicable fee schedule provisions.
   d. Pre-application meetings for GMP consistency for development orders and zoning/land use petitions: **$250**
   e. n/a

19) Application for issuance TDR, **$250** (non-refundable); plus **$25** per TDR issued and recorded (total fees not to exceed $2,750.00)

20) Engineering Services
   a. Vacation of Easements: **$2,000**

21) Building Board of Adjustments and Appeals **$250.00**

22) Early Work Authorization (EWA) permit: **$500.00** (does not include site clearing fee).

23) Legal Non-conforming Lot (LNC) **$100.00**

24) Vested Rights Determination (VRD) **$1,500.00**

25) Time Extension **$150.00**

26) The following fee shall be assessed for replacement of a like kind residential grade electric water heater within a residential dwelling unit that is located within an attached and/or multi-unit structure - **$35.00** (fee includes 1 inspection)

27) Notice of Commencement Administrative Fee **$5.00.** The Clerk of Courts Recording Fee (amount as specified on the Collier Clerk of Courts website) will also be collected on the Clerk's behalf.

M) BUILDING PERMIT FEES

1) Minimum fee of **$110.00** for each of the following: plumbing, mechanical (A/C), electrical and structural. Minimum fee for all other applications - **$110.00.**

2) Unless otherwise stated, estimated review fees are to be paid at the time of application, are non-refundable, and will be a minimum of **$50.00.** Estimated inspections fees are to be paid at the time of permit issuance and will be reconciled to the actual number of inspections performed. Additional payment is required prior to the CO issuance if actual inspections exceed estimated. Refunds issued if estimated inspections exceed actual.

3) The balance of the total permit fee will be collected at the time of issuance of the permit and will include any fee adjustments necessary. Exterior shell and interior construction are separate reviews for commercial construction, whether permitted simultaneously or under separate shell and build out permits.

4) Exemptions for minor repairs residential. The following permit exemptions have been established for Collier County based on Section 102.2.5 (3) of the Florida Building Code and Section 553.80(3)(c), Florida Statutes. Permit exemption is for owners of single family detached residences performing work on single family properties. All work performed shall comply with the standards of the Florida Building Code Residential.

A) Electrical: Repair work performed by a licensed electrical contractor that does not exceed $1,500.00 in value of materials and labor.

B) Plumbing: Repair/replace work performed by licensed plumbing contractors that does not exceed $1,500.00 in value of materials and labor.

C) Mechanical: Repair work performed by licensed mechanical contractors that does not exceed $1,500.00 in cost for parts and labor.

D) Building:
   a. Repair work performed by licensed contractors per Florida Statute 489 that is not structural in nature and does not change the occupancy, does not affect life safety and value of which does not exceed $1,500.00 in labor and materials.
   b. The repair of any roof covering not exceeding $1,500.00 in value of materials and labor or work not exceeding two roofing squares (200 sq. ft.) in extent.

5) The building permit fee shall be considered the addition of all individual trade plan review fees involved in the process plus the inspection fees.

N) STRUCTURAL PERMIT FEES

1) The fee for a structural permit shall be computed as follows: Such fees shall be either based on the contractor's valuations of construction cost or based on square footage. Minimal accepted calculated costs of construction are set forth on the attached Building Valuation Data Table - ICC Building Valuation Data Table, produced February, 2007. Valuation of construction costs of less than **$750.00** - No permit or fee is required, but construction must comply with all County Codes and Ordinances. If inspections are required by the Building Official or requested by the applicant, the appropriate fees shall be paid.

EXCEPTION: All work involving structural components and/or fire rated assemblies requiring permits and inspections regardless of construction cost, signs must secure permits as stated in Collier County Code of Laws and Ordinances – Chapter 22 Building and Building Regulations.

a. Valuation of construction costs up to $4,999.99 – **$50.00** plus applicable inspection fees as required.

b. New construction review fee of **$0.055** per square foot total area for valuation of construction costs $5,000 or over.

c. Alternative Minimum Review Fee: all construction under 500 square feet with valuation in excess of $100,000, and all construction three floors or over in height, **$333.00** plus **$3.00** per thousand dollars of building valuation in excess of $50,000 plus applicable inspection fees as required.

O) ELECTRICAL PERMIT FEES

1) The fees for electrical permits for new structures or placement or relocation of structures shall be computed as follows:
   a. New construction review fee of **$0.055** per square foot total area

   b. Alternative Minimum Review Fee:
      i. **$0.40** per ampere rating of all single-phase panel boards.
      ii. **$0.15** per ampere rating for switch or circuit whichever is greater, if item #1 above does not apply.
      iii. When not a complete installation, all switch and circuit breakers ahead of panel boards shall be computed at **$0.15** per ampere.

iv. Permit fees for any change in electrical installation shall be computed at the above rates for that portion of new and/or increased fees in existing electrical facilities.
v. The minimum for any electrical permit shall be **$110.00** per unit or tenant space
vi. Fifty percent **(50%)** in additional fee costs shall be added to all above fees for three phase installations.

P) PLUMBING PERMIT FEES

1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.

   a. Residential occupancies: The fee for a plumbing permit shall be computed at the rate of **$0.055** per square foot total area to be charged for each living unit with one to three bathrooms with a minimum of **$110.00.** An additional fee of **$10.00** will be assessed for each additional bathroom

   b. Nonresidential occupancies: The fee for a plumbing permit shall be computed by the following methods, whichever is calculated to be the greatest fee:
      1. The rate of **$0.055** per square foot total area with a minimum of **$110.00**; or
      2. Institutional facilities, hospitals, schools, restaurants and repairs in any occupancy classification shall be charged at the rate of **$1.00** per fixture unit or
      3. Minimum of **$110.00** for each occupancy or tenant space.

2) Grease traps: An additional fee of **$50.00** shall be assessed for each grease trap.

3) The cost for retrofit piping shall be computed at the minimum fee of **$50.00** per floor for each main riser.

4) The cost of a permit for lawn sprinkler systems shall be computed using the dollar valuation as shown under Section M of this Resolution.

5) The minimum plumbing permit fee shall be **$110.00.**

Q) MECHANICAL PERMIT FEES

1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.

   a. Residential occupancies: The mechanical permit fees shall be computed at the rate of **$0.055** per square foot total area to be charged for each living unit up to three tons of air conditioning. Each additional ton or part thereof shall be **$3.00** per ton.
   b. Nonresidential occupancies: The mechanical permit fees shall be computed by one of the following methods, whichever is calculated to be the greatest fee: The rate of **$0.055** per square foot total area to be charged for the first three tons or three horsepower of air conditioning or other mechanical systems per tenant space, each additional ton of air conditioning or horsepower shall be **$3.00.**

2) The cost of retrofit piping shall be computed at the minimum fee of **$50.00** per floor for each cooling tower, or **$50.00** for the first 3 horsepower and **$3.00** for each additional horsepower, whichever is greater.

3) The minimum mechanical permit fee shall be **$110.00.**

4) A permit for the change out of components shall be calculated at the above mechanical permit fee rate or the minimum fee whichever is greater.

R) FIRE PREVENTION AND CONTROL PERMIT FEES

1) Please refer to the Fire Code Office regarding their Fire Prevention and Control Permit Fees.

S) MOBILE HOME/OFFICE TRAILER AND OTHER TRAILER PERMIT FEES

1) The permit fee shall be **$40.00** to set-up a single-wide trailer or mobile home on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

2) The permit fee shall be **$65.00** to set-up a double wide or larger mobile homes on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

T) CHICKEES AND SIMILAR STRUCTURES

1) The permit fee will be based upon a calculated cost of construction of **$4.00** per square foot under roof or the contractor's estimated cost of construction, whichever is greater. The fee will then be calculated in accordance with Section N of this Resolution. Additional permit fees for electric, plumbing, mechanical, inspections, fire, etc., will be charged when applicable.

U) POOL OR SPA PERMIT FEES

1) For construction of each public pool or spa the fee shall be –
   a. Valuation of construction costs of up to $4,999.99. **$100.00**
   b. Valuation of construction costs of $5000.00 through $49,999.99: **$80.00** plus **$7.00** per thousand dollars, or fraction thereof, of building valuation in excess of $2,000.00.
   c. Valuation of construction costs of $50,000.00 through $1,000,000.00: **$333.00** plus **$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of $50,000.00.
   d. Valuation of construction costs over $1,000,000.00: **$3,474.00** plus **$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of $1,000,000.00.

2) For construction of each private pool or spa the fee shall be: **$50.00** application plus applicable inspection fees as required.

V) SCREEN ENCLOSURE PERMIT & PAN ROOF FEES

1) N/A

2) The screen enclosure or roof fee will then be calculated in accordance with Section N of this Resolution.

W) SIGN PERMIT FEES

1) Sign permit fees will be calculated in accordance with all applicable Building Permit Fees and Electrical Permit Fees outlined in this document, the Collier County Development Fee Schedule. The minimum building permit fee for sign shall be **$100.00**.

2) Multiple signs of the same type (i.e., wall signs) and for a single project may be allowed per one permit, however an appropriate fee shall be charged for each sign in accordance with the schedule set forth in the above subsection 1 of Sign Permit Fees.

X) CONVENIENCE PERMIT FEES

1) Convenience permits are issued in blocks of 10 each. Only licensed contractors are eligible to purchase convenience permits are limited to the use specified on the permit. The fee for a book of 10 convenience permits is **$620.00** (1 inspection only)

Y) REVISION AND AS BUILT PLAN REVIEW FEES; CORRECTIONS TO PLANS

1) PERMIT AND PLAN REVISIONS The fee for each permit revision submitted after permit issuance shall be calculated using fee schedules outlined in Sections N through R above. The minimum permit fee for revisions to permitted projects shall be **$50.00**.

2) AS BUILT PLANS The fee for "As Built" plan review shall be ten **(10%)** percent of the original building permit fee or **$140.00**, whichever is greater, but shall not exceed **$500.00**. The fee is intended to cover the cost of reviewing amended building plans in the office to determine that change orders and various field changes are in compliance with the minimum construction and fire codes of Collier County. The following are required for as-built drawings review:
   a. An itemized list of all changes made after permit plan approval.
   b. As-built plans that have all changes made after permit plan approval "clouded".
   c. As-built plans and changes shall be signed and sealed by the engineer and/or architect of record.

3) CORRECTIONS TO PLANS
   a. First Correction to Plans. **No charge**

b. Second Correction to Plans. **$65.00**
c. Third & subsequent correction to plans. **$90.00**

Z) PERMIT EXTENSION

1) The filing fee for each permit extension shall be equal to **10%** of the original building permit fee or **$100.00**, whichever is greater, but shall not exceed **$500.00**. The filing fee is intended to cover the cost of reviewing existing or amended building plans to determine and verify code compliance

AA) DEMOLITION OF BUILDING OR STRUCTURE PERMIT FEES

1) The permit fee shall be **$20.00** application for the demolition of any building or structure; plus applicable inspection fees as required.

BB) PRE-MOVING INSPECTION FEES

1) The fee shall be **$140.00** for the pre-moving inspection of any building or structure.

CC) INSPECTION FEES

1) A charge of **$52.00** per inspection shall be assessed for inspections for which a permit is not necessary.
2) A user fee of **$104.00** shall be assessed for all inspections on a time specified basis.
3) All required and partial inspections: **$52.00** per inspection.

DD) REINSPECTION FEES

1) Re-inspections for any type of building permit shall result in an additional fee of **$67.00** per reinspection.

EE) FAILURE TO OBTAIN A PERMIT

1) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where such action was cited by Code Enforcement or by Contractor Licensing and resulted in a finding of violation from either the Code Enforcement Board, the Special Magistrate, or the Contractor Licensing Board, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule, unless otherwise directed by the Board of County Commissioners.

2) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where a contractor or agent/provider where the building official or zoning official or his/her designee, (for cases involving land use development) deems that the contractor/provider should have known that a permit was required but voluntary seeks compliance by obtaining the necessary permits to abate the violation, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule.

3) Where work for which a permit is required is started or proceeded with prior to obtaining said permit, and where the unpermitted work may or may not have been completed by the property owner, and where the current owner seeks voluntary compliance by obtaining said permit to assure compliance with all applicable codes, the fees will be assessed at the regular rate as defined in this fee schedule.

4) The payment of such fee shall not relieve any person from fully complying with the requirements of any applicable construction code or ordinance in the execution of the work, or from any penalty prescribed within any construction code, law or ordinance of Collier County.

5) The fees within section EE shall not be applicable for the re-issuance of any missing permit, missing certificate of occupancy, or missing certificate of completion that was presumed to be issued prior to April 1, 1997, upon the verification of such items presented by the property owner, or his/her designee, to the building official, or his/her designee; but shall be applicable for all reviews requiring inspection, review of plans, and all other applicable fees associated with the issuance of said permit(s), certificate of occupancy, or certificate of completion, as determined by the building official, or his/her designee, in addition to the zoning director, or his/her designee (for cases involving land use development), as defined within this fee schedule.

FF) LICENSING

1) The fee for licensing items is as follows:
   a. Letters of Reciprocity **$55.00**

b. Contractors Change of Status. (active to dormant) **$10.00**
c. Voluntary Registration of State Certified Contractors **$45.00**
d. Pictures. **$2.00**
e. Laminating **$1.00** (per license)
f. Fee for a 6 month temporary contractor's license **$55.00**
g. Certified copies of Experience letters **$35.00**
h. Duplicate or replacement (of Competency cards) **$25.00**
i. Second entity application fee **$105.00**

2) Certificated of Competency (Annual)
   a. Contractor
      Initial License Fee **$230.00**
      Renewal Fee **$145.00**
   b. Specialty Contractor
      Initial License Fee **$205.00**
      Renewal Fee **$125.00**
   c. Journeyman
      Initial License Fee **$ 80.00**
      Renewal Fee **$ 55.00**

3) Dormant Certificates of Competency (Annual)
   a. Contractor **$130.00**
   b. Specialty Contractor **$130.00**
   c. Penalty fees after 9/30 **$ 20.00** per month until 12/31

4) Reinstatement of Delinquent License
   a. Contractor **$230.00** plus back years
   b. Specialty Contractor **$205.00** plus back years
   c. Journeyman **$ 80.00** plus back years
   d. Examination Administrative Fee **$130.00** good for 6 months

GG) DUPLICATE PERMIT CARDS

1) The fee shall be **$5.00** for the issuance of a duplicate permit card for whatever reason.

HH) CHANGE OF CONTRACTOR OR SUBCONTRACTORS

1) To record a change of contractor or subcontractor, on a permit that has been issued, the fee shall be **$40.00**. This fee includes the issuance of a new permit card.

II) PERMIT FEE REFUNDS

A) Building Permit Review Standards apply to all internal GMD-P&R reviews for building permit applications with previously approved site plans, including all required trade reviews, along with any required Zoning, Engineering and Impact Fee reviews. Reviews external to GMD P&R, such as a Fire, are excluded. The performance standard time frame begins upon submission of the application, and runs until either issuance of a comment letter or at approval. Review standard guarantees require the submission of a sufficient number of plan sets (to be determined by the Building Department) to accommodate parallel trade reviews.

1) New Residential construction reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).

2) New Commercial construction reviews will be completed within 15 business days (if longer than 15 business days 50% of review fee refunded).

3) Alterations, Additions and Minor Permits:
   a) Residential permit application reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).
   b) Commercial permit applications requiring only a single trade review and will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).

c) Commercial permit applications requiring 2 or 3 trade reviews will be completed within 10 business days (if longer than 10 business days 50% of review fee refunded).

B) Annual Fee Adjustments

1) Proposed Annual Fee adjustments for Building Department fees shall equal the average personnel cost change (COLA plus average merit) approved by the BCC as part of that fiscal year's budget, adjusted for any change in staffing levels.

2) Annual fee adjustments will become effective on Jan 1 of each fiscal year if approved.

3) Annual fee adjustments require full review and recommendation to the BCC from the Development Services Advisory Committee. Annual fee adjustments also require full BCC approval.

4) Annual fee adjustments require Building Fund total reserves to be less than 6 months of the Building Fund operating budget for that fiscal year. If reserves exceed six months of budgeted operating expenses, no annual adjustment can be requested.

C) Special Fee Adjustment

1) If Building Fund total reserves are projected to exceed six months of operating expenses in the proposed budget of any upcoming fiscal year, fees will be lowered in sufficient amount to insure Building Fund reserves remain under six months of budgeted expenses.

2) If Building Fund total reserves are projected to fall below three months of operating expenses in the proposed budget of any upcoming fiscal year, a special fee increase in sufficient amount to insure Building Fund total reserves remain over three months of budgeted expenses will be proposed for full Development Services Advisory Committee review and BCC approval.

3) Six months following any fee adjustment, other than annual increases, a full review of resulting revenue will be presented for the review of the Development Services Advisory Committee. The committee can make a recommendation to the BCC to lower fees if revenue exceeds either revenue projections used in fee adjustment calculations or targeted reserve levels.

D) Estimated inspection fees to be paid at the time of permit issuance, and will be reconciled to the actual number of inspections performed (refunds issued if estimated inspections exceed actual, additional payment required prior to the CO issuance if actual inspections exceed estimated).

JJ) RECORD RETRIEVAL

1) No charge for normal retrieving of records from inactive or remote storage including microfilmed documents.
2) Next day expedited retrieval of records from inactive or remote storage: **$75.00**

KK) COPY FEES

1) The fee for blueprint and miscellaneous copying shall be as follows:
   a. Microfilm copies, of documents less than 11x17 inches: **$0.15** other sizes at cost of production.
   b. Microfilm or Blueprint copies:
      18 X 24 **$1.25** per page
      30 X 36 **$2.50** per page
      30 X 42 **$3.25** per page
      34 X 44 **$5.00** per page
   c. Growth Management/Planning & Regulation self-service copier, public access and not related to public record retrieval or public record copies: documents less than 14x8.5 inches **$0.15** per page inclusive of sales tax.

LL) RESEARCH

1) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour

2) The fee for creating and designing special computer generated reports that are not part of the regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.

MM) SUBSCRIPTION SERVICE

The fee for one-year subscription service to be mailed quarterly shall be **$15.00** per year. The subscription year is from Oct. 1 through Sept. 30.

NN) RESERVED

OO) PROPERTY INSPECTIONS

1) Property Inspection
   a. Property Inspection - **$200.00** per unit
   b. Re-inspection Fee - **$50.00** per re-inspection per unit.
   c. Initial Registration Fee through 2009 rental registration period - **$30.00** per property.
   d. Annual Renewal - **$20.00**/per property through 2009 rental registration period.
   e. Annual Late Fee - **$10.00**/ per day per property up to a maximum of $80.00 through 2009 rental registration period.
   f. The term "property" means a parcel or contiguous parcels with any number of rentals located thereupon under common ownership and/or management.

PP) CERTIFICATE TO BOARD BUILDING

1) Initial Boarding Certificate - **$0**
2) Boarding Certificate Extension - **$150**

QQ) ADDITIONAL FEE REFUND PROVISIONS

1) Requests for fee waivers may only be approved by the Board of County Commissioners. Waiver requests for development review and building permit fees shall be submitted in writing directly to the appropriate Community Development & Environmental Services Division Staff, who will prepare an executive summary for consideration by the Board. Such requests shall include a statement indicating the reason for the fee waiver request and, if applicable, the nature of the organization requesting the fee waiver.

RR) REFUND PROVISIONS

1) **PAYMENT OF FEES:** Full payment of fees is required for a complete application. Department policy requires full payment of fees at the time of application submittal. No work will begin on staff review of the application until all fees are paid in full. If full payment of fees is not received within 14 calendar days of application submittal, the application will be considered void. At this point, a new application and full payment of fees will be required to proceed with a project.

2) There will be no refund of Planning, Environmental, or Engineering related fees, except those applications which have been deemed not sufficient for staff review or inspection and withdrawn by the applicant. Either the applicant or payer may, within 4 years of the date of payment apply for a refund for only those staff review or inspection services that were not performed. Failure to make timely application for a refund shall waive any right to a refund.

   The application for a refund shall be filed with the County Manager of his/her designee and shall contain the following:
   a. The name and address of the applicant;
   b. The location of the property upon which the development was proposed;
   c. The date the specified fee was paid;
   d. A copy of receipt of payment; and
   e. Payment of a non-refundable "refund processing fee" equal to one percent (1%) of the refund requested, except that the minimum processing fee shall be $25.00 and the maximum processing fee will not exceed $250.00.

Refund requests totaling $25,000.00 or more cannot be approved administratively and must be submitted to the Board of County Commissioners for approval.

3) In no cases will there be refunds for pre-application fees, data conversion fees, appeals of administrative decisions, or appeals to the Board of Zoning Appeals or Building Board of Adjustment.

4) If staff error causes the inappropriate or unnecessary filing of an application and payment of fees, 100 percent of all inappropriate fees, shall be refunded upon written request and with the concurrence of Department management.

SS) ADDITIONAL FEE PROVISIONS

1) In those cases where alternative methods or timing of payments for GMD-P&R services and / or fees listed in this schedule associated with SBR reviews are deemed to best serve the public good, the Growth Management Division Administrator will have the authority to approve such alternatives. Such alternative must be in writing and signed by all principals involved. In no case shall final C.O. or such certifications of project completeness be issued until payments due GMD-P&R are received in full.

2) All hourly fees are computed and charged from actual Divisional time tracking records.

3) All acreage totals used in fee calculations will be rounded up to the nearest whole acre.

4) When deemed essential for project review or approval, there will be no additional charge for any meetings requested by GMD-P&R staff.

TT) PUBLIC VEHICLE FOR HIRE FEES

1) The following fees shall be assessed for the Public Vehicle for Hire Program: (In the event that the background check fee charged to the county exceeds the minimum fee established by the county, the applicant(s) shall be responsible for the actual cost of the search).
   a. Initial Application fee (new Companies) - **$200**
   b. Initial Certificate to Operate (Feb 1-Jan 31) - **$325.00**
   c. Annual Certificate to Operate Renewal - **$325.00**
   d. Late Fee for CTO Renewal - **$200.00**
   e. Sub-Certificate Application Fee (New Companies) - **$100.00**
   f. Sub-Certificate - **$162.50**
   g. Annual Sub-Certificate renewal - **$162.50**
   h. Late Fee for Sub-Certificate Renewal - **$100.00**
   i. Vehicle Decal - **$50.00**
   j. Temporary Vehicle Decal - **$5.00** per vehicle/per day
   k. Temporary Vehicle Decal (In case of inoperable decaled vehicle) - **$5.00**/per vehicle
   l. Driver Identification Card (Initial/Renewal) - **$75.00** per driver
   m. 2nd Driver Identification Card - **$25.00**
   n. Replacement Driver ID - **$10.00**
   o. On-site Vehicle Permitting - **$15.00** per vehicle

UU)"PAYMENT IN LIEU OF" FEE FOR PATHWAYS (SIDEWALKS, AND BIKE LANES)

1) Calculated using the current Florida Department of Transportation (FDOT) construction costs or an engineering estimate not to exceed twenty-five percent (25%) of the submitted application request's total project cost.

VV) OPTIONAL EXPEDITED BUILDING PERMIT PLAN REVIEWS

1) Optional expedited building permit plan review fee shall be **30%** of the building permit fee (additional to full building permit fees) with a minimum fee of **$50.00**
   a. Participation in the optional expedited review program is subject to limited availability, applications will be accepted on a first come first served basis.

b. Review completion times are guaranteed to equal, or be less than, one half of the normal advertised completion timeframes. Should the expedited review exceed this guaranteed completion time, the 30% optional expedited building permit review fee will be refunded to the applicant, and all normal permit fees will apply. Such guarantee and refund provisions shall apply to reviews, and do not infer or relate to approvals.
c. Optional expedited building permit review fees shall be due at the time of building permit application submission.
d. Any required re-submissions of permit applications' leading to re-reviews, when due to applicant insufficiencies, shall be subject to additional optional expedited building permit plan review fees if an additional expedited review is requested by the applicant for the re-review, and shall be calculated against re-submission charges.

WW) FENCES

1) **$35.00** application fee plus **$35.00** per inspection as required.

XX) OPTIONAL TEMPORARY CERTIFICATE OF OCCUPANCY

1) **$250.00** for commercial, over 30,000 sq. ft **$500.00**.

2) **$100.00** for residential

This is the last page of the GMD-P&R Fee Schedule

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IRONWOOD INSURANCE SERVICES, LLC 3715 Northside Parkway NW STE 1-500 Atlanta GA 30327-2868	CONTACT NAME: Trey Cotney PHONE (A/C, No, Ext): (404) 503-9100 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: tcotney@ironwoodins.com
INSURED Nova Engineering and Environmental, LLC Nova Engineering and Environmental, Inc. 7999 Mercantile Street Unit 14 North Fort Myers FL 33917	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Colony Specialty Insurance Co 36927 INSURER B: Cincinnati Insurance Company 10677 INSURER C: Darwin Select Insurance Company 19489 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15-16 Fort Myers REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			PACE302573	8/31/2015	8/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAP 5227915	8/31/2015	8/31/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EXC30257	8/31/2015	8/31/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability			0309-1788	8/31/2015	8/31/2016	Each Claim Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3327 Tamami Trail East
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francie Mooney/TREYCO

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	PHONE (A/C, No, Ext): (480) 951-4177	FAX (A/C, No): (480) 951-4266
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Nova Engineering and Environmental, LLC. 5475 Lee Street Unit 303 Lehigh Acres, FL 33971	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16FL275900859 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 01-23-188-01	06/01/2016	06/01/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	06/01/2016	06/01/2017	Client# 40-1101-LEHIGHACRES-MPP	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nova Engineering and Environmental, LLC.
5475 Lee Street Unit 303
Lehigh Acres, FL 33971

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3327 Tamiami Trail East
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andy Atsaves

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

REQUEST FOR PROPOSAL

Collier County
Administrative Services Department
Procurement Services Division

COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

Solicitation 16-6544
Planning and Regulation Staffing

Adam Northrup

239-252-6098 (Telephone)

239-252-6302 (Fax)

adamnorthrup@colliergov.net (Email)

This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

Table of Contents

LEGAL NOTICE 3

EXHIBIT I: SCOPE OF WORK, SPECIFICATIONS AND RESPONSE FORMAT 4

EXHIBIT II: GENERAL RFP INSTRUCTIONS 13

EXHIBIT III: COLLIER COUNTY PURCHASE ORDER TERMS AND CONDITIONS 17

EXHIBIT IV: ADDITIONAL TERMS AND CONDITIONS FOR RFP 21

ATTACHMENT 1: VENDOR'S NON-RESPONSE STATEMENT 30

ATTACHMENT 2: VENDOR CHECK LIST 31

ATTACHMENT 3: CONFLICT OF INTEREST AFFIDAVIT 32

ATTACHMENT 4: VENDOR DECLARATION STATEMENT 33

ATTACHMENT 5: AFFIDAVIT FOR CLAIMING STATUS AS A LOCAL BUSINESS 35

ATTACHMENT 6: IMMIGRATION AFFIDAVIT CERTIFICATION 36

ATTACHMENT 7: VENDOR SUBSTITUTE W – 9 37

ATTACHMENT 8: INSURANCE AND BONDING REQUIREMENTS 38

ATTACHMENT 9: REFERENCE QUESTIONNAIRE 40

Collier County
Administrative Services Department
Procurement Services Division

Legal Notice

Sealed Proposals to provide Planning and Regulation Staffing will be received until **3:00PM Naples local time, on Date** at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

Solicitation

16-6544 – Planning and Regulation Staffing

Services to be provided may include, but not be limited to the following: staffing and service support to the Growth Management Division for operational requirements such as planning and zoning, development engineering, environmental review, building and inspection services, and other staffing as required.

A mandatory or non-mandatory pre-proposal conference will be held on date, commencing promptly at time AM or PM, and will be held in the Purchasing Department Conference Room, Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

All statements shall be made upon the official proposal form which may be obtained on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA,

BY: /S/ Joanne Markiewicz
Director, Procurement Services

This Public Notice was posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the Lobby of Purchasing Building "G", Collier County Government Center on .

Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Growth Management Division (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Purchasing Policy.

Brief Description of Purchase

The purpose of this Request for Proposal is to select a firm(s) which can provide comprehensive staffing and service support to the Growth Management Division for operational requirements such as planning and zoning, development engineering, environmental review, building and inspection services, and other staffing as required. Historically, County departments have spent approximately $281,368.75.

Detailed Scope of Work

Scope of Work

The County is seeking a firm to provide comprehensive staffing and service support to the Growth Management Division for operational requirements for planning and regulation. These resources shall provide services to augment staff in the Growth Management Division during peak periods for building permit applications, reviews, inspections, and all other related support functions. Such other related functions include but are not limited to land use review, architectural review, engineering review, and addressing and GIS support.

Specific Personnel Requirements

1. Performs technical spatial data processing work (data creation, manipulation, analysis, and cartographic/data output) specializing in Geographic Information Systems and information technology. Responsible, under general supervision, for creating and maintaining various primary and secondary spatial databases (using Environmental Systems Research Institutes (ESRI), GIS software). Must possess working knowledge and understanding of GIS map generation using ESRI's ArcMap software; spatial and attribute digital data capture and editing procedures; review and cross-checking of spatial/attribute relationships in digital products; cartographic data requirements necessary for developing any given GIS product; computer aided drafting software programs.

2. Interprets, explains, and ensures architecture compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, architectural standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and architectural standards; reviews changes to construction plans; provides recommendations and comments on development

plans. Performs site visits or field inspections of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; sets elevation; takes photographs and measurements of field conditions. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Architect Registration.

3. Interprets, explains, and ensures engineering compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, engineering standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction/engineering plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and engineering standards; reviews engineering studies, engineering reports, and cost estimates; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits, field inspections, or land surveys of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; performs surveying to collect data; sets elevation; takes photographs and measurements of field conditions. Reviews sewer video recordings using a Pipeline Assessment Certification (PAC) certified technician under the direction of a Florida registered professional engineer and provides a findings report that conforms to PAC and Collier County Public Utilities District (CCPUD) standards. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Engineer License with emphasis in building construction and design.

4. Provides customer service and administrative/clerical support for the issuance of building and development permits. Receives permit applications and supporting documentation; determines what information and actions are needed to approve permit depending upon the nature/type of the permit requested. Researches Collier County Land Development Code (LDC) and Planned Unit Developments (PUD) to determine setbacks and/or verify that structures can be constructed; interprets LDC, PUD, County Ordinances and other codes, regulations and standards as they apply to each permit application. Verifies contractor license validity, determines spot survey and FEMA requirements for each permit application. Issues permits upon receipt of all documentation and required approvals. Calculates and issues related payment slips.

5. Examines construction plans and specifications for buildings, residence dwellings and/or other structures to determine compliance with the provisions of the County's Building, Mechanical, Electrical and Plumbing codes, and zoning ordinance for issuance of building permits. Identifies any defects or inadequacies; prepares plan check correction reports; approves plans that comply. Reviews corrections and changes submitted for plans that were rejected and revisions to plans that originally passed and already permitted; prepares and files code compliance reports. Reads and interprets blueprints, construction plans, specifications and technical drawings; reviews same for compliance with applicable engineering codes, ordinances and regulations; prepares energy calculations and fixture counts. Approves permits for construction; calculates and assesses proper fees for permits and/or inspections. Must possess and maintain Building Plans Examiner license in the specific category to perform plans review in the State of Florida

6. Travels to construction site locations and performs field inspections of new or existing buildings during various stages of construction and remodeling to ensure compliance with

applicable building, electrical, plumbing, gas, and mechanical codes. Reviews quality of installation and workmanship of various components and systems to ensure proper installation and function. Provides direction when deficiencies or violations are discovered; issues citations for noncompliance with appropriate codes; suspends construction as necessary. Observes job site safety of projects on county property; ensures proper hazard signage to limit danger of injury to construction personnel, the public, the neighbors, site visitors, and other inspectors. Must possess and maintain Building Inspector license in the specific category to perform inspections in the State of Florida.

7. Conducts plan review of site development and site improvement plans for compliance with the Land Development Code (LDC) that would normally be associated with obtaining a building permit including architectural review. Researches, reviews and prepares for approval building permits, zoning certificates for all businesses obtaining occupational licenses, temporary use permits and building permits. *Florida Certified Professional Architect qualification is required*

8. Prepares and processes program/operational documents (permits, work orders, project records, etc.). Researches, assembles and compiles information needed to complete documents. Answers Department telephones; assists callers with questions regarding department programs, services or procedures; refers callers to other staff members as appropriate; and takes messages. Receives, screens and assists visitors and/or customers; provides information; and/or directs visitors to appropriate staff member or department. Provides information regarding department programs; explains policies and procedures and receives applications, requests and/or complaints for processing.

The selected firm shall provide the following:

1. Must adhere to all State of Florida and County laws and ordinances in the review or completion of responsibilities assigned under this agreement, and must be licensed pursuant to their trades and rules and regulations of the State of Florida governing statutes.
2. Respond to the County's request for service within three business days from the point of contact.
3. Proposer shall maintain its firm's single fixed percent discount expressed as either a negative or positive throughout the term of the resultant contract. Exhibit A identifies the Growth Management Division / Planning and Regulation Fee Schedule set by the Board of County Commissioners. These rates, less 10% (for administrative and management fees by the Growth Management Division), are fixed and shall not deviate (except at the direction of the Board of County Commissioners). The proposer is given an opportunity to offer the County a positive or negative discount (expressed as decimal) above or below the Fee Schedule less ten (10) percent as a part of their proposal.
4. State of Florida credentialed inspectors, testers, and other identified positions by the Division of Growth Management.
5. A communication and escalation strategy for personnel not performing their assigned responsibilities.
6. Complete work (direction from the Growth Management Division project manager) within five business days from point of contact with the public.
7. Reduce invoices by 50% should the firm not meet performance measure of five business days to perform the work.
8. Maintain performance and risk management measurement tracking reports and provides to project manager weekly. During the first three months of the contract, the firm must collaborate with the County to develop performance metrics, tracking services, positions, costs, schedule completion / overruns, anticipated and unanticipated risks, etc.

9. Provide monthly billing statement/ invoice identifying the positions, services and hours in "line item" detail by function.
10. All records produced on behalf of Collier County are subject to the State of Florida Public Records Law and public records retention schedules.

Additionally, the selected firm shall:

1. Provide information technology resources and equipment that are:
   a. Compatible with Collier County Information Technology system protocols and available to provide all provisions of the services required by the scope of services
   b. Provided to the staff who are assigned to the RFP scope of service.
2. Provide equipment and resources to assigned staff (other than information technology resources) that shall include vehicles or trucks for building inspections or other services as a part of this RFP.
3. For building permits, plan reviews and inspections:
   a. All inspections requested prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.
   b. Organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by Collier County Resolution No. 2010-130, or the most recent version of the fee schedule approved by a Collier County resolution, if modified since the data of this RFP, less 10%. Exhibit A is the current schedule which may be amended.
   c. Issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable Collier County Ordinances.
   d. Ensure that all construction activities are permitted and inspected in strict conformance with County's codes and ordinances.
   e. Make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable County ordinances, codes and laws. Inspections shall include excavation, subsurface drainage, inlets and manholes construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.
   f. Provide assistance in reviewing construction plans submitted by developers to COUNTY's Planning and Zoning Department.
4. For planning and zoning services:
   a. Provide information concerning zoning and building codes to the general public, builders, developers, Board of County Commissioners and Planning and Zoning Commission.
   b. Review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.
   c. Review setbacks and zoning for all commercial and residential building permits.
   d. Review and approve commercial and residential plans.
   e. Review construction plans submitted to ensure compliance with the Land Development Code and all local and state building codes.
   f. Review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.
5. Allow the County to reject employees from the resultant contractor's pool of candidates, at the County's sole discretion.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for two (2) years, with two (2) two (2) year renewal options.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract anniversary date, in writing, to the Procurement Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue Solicitation Notice	Date
Last Date for Receipt of Written Questions	Date, Time, Naples Local Time
(Include if applicable) pre-solicitation meeting	Date, Time, Naples Local Time and Locations
Addendum Issued Resulting from Written Questions or Pre-Proposal Conference (Include if applicable)	Date
Solicitation Deadline Date and Time	Date, Time, Naples Local Time
Anticipated Evaluation of Submittals	Date Range
Vendor Presentations if Required (Include if applicable)	Date Range
Anticipated Completion of Contract Negotiations (Include if applicable)	Date Range
Anticipated Board of County Commissioner's Contract Approval Date	Date Range

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab 1: Cover Letter/Management Summary (not weighted)

   Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning your proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

2. Tab 2: Technical Proposal (40 Points)

   Provide a technical proposal specifically addressing how it intends to comply with the County's scope of work requirements, including:

   a. Provide specific approach to successfully completing scope of work.
   b. Indicate your firm's quality assurance/quality control process that you will implement should your firm be awarded a contract.
   c. Positions available to fulfill the County's scope of work.

3. Tab 3: Proposer's Experience and Capacity (10 points)

   Demonstrate key parts of your firms experience that makes you uniquely qualified to perform these services for the County, including:

   a. Resume of assigned project "lead" for County's scope of work and any other key personnel that will be assigned to our account.
   b. Provide information that documents your firm's and subcontractors' qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
   c. Describe the various team members' successful experience in working with one another on previous projects. Please detail contributions that the team members have made these projects, and how their contributions were measured.
   d. Why is your firm better at providing the requested services than your competitors?

4. Tab 4: Single Fixed Discount (20 Points)

   Firm's single fixed percent discount expressed as either a negative or positive. (Complete information and submit as indicated below).

Provide the firm's single fixed percent discount off the established fee schedule rates less 10% (Growth Management's contract administration fee) that the firm offers to the County. (see example listed below)	**Circle one**: Positive or Negative **Indicate percent offer** . _____ (Expressed as decimal; i.e. ".02" for 2 % or ".025" for 2.5%)

Exhibit A identifies the Growth Management Department/Planning and Regulation Fee Schedule set by the Board of County Commissioners. These rates, less 10% (for administrative and management fees by the Growth Management Division), are fixed and shall not deviate (except at the direction of the Board of County Commissioners). The proposer is given an opportunity to offer the County a positive or negative discount (expressed as decimal) above or below the Fee Schedule less ten (10) percent as a part of their proposal.

Example:

Description of Service	Proposer A (proposed negative percent)	Proposer B (proposed positive percent)
Blasting Inspection Fee	$200	$200
10% Growth Management contract administration fee	- $20	- $20
Base fee for proposer's to consider	$ 180	$ 180
Proposed discount (two vendors)	**- . 01** or ($ 1.80)	+ .01 or $ 1.80
Cost of Service to be charged to the County	$178.20	$ 181.80

Prior to the Selection Committee reviewing the proposals, the following methodology will be applied to each:

- The highest number of points (20) will be awarded to the vendor who has the greatest "percent offer."
- The greatest "percent offer" will be divided by the next greatest vendor's "percent offer" which will then be multiplied by 20 points to determine that vendor's scored points. Each subsequent vendor's "percent offer" will be calculated in the same manner.
- Points awarded will be extended to the first decimal point (per Microsoft Excel).

The Points Awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor with the fee schedule presented.

Members of the Selection Committee may, at their sole discretion, modify the Cost of Services Points assigned after a thorough review of the proposal and prior to ranking of the final Selection Committee.

5. Tab 5: Hourly rates (10 points):

The Growth Management Department may have specific need to have full or part time staffing available for various positions. On one page, complete the chart below with pricing for the requested positions in lines 1-5. Add the hourly rates for lines 1-5 and insert total into line six.

Line #	Position Title	Hourly Rate
1	Building Official	
2	Fire Official	
3	Plans Examiner	
4	Code Inspector	
5	Permit Technician	
6	Hourly Rate Total	

Prior to the Selection Committee reviewing the proposals, the following methodology will be applied to each:

- The greatest number of points allowed in this criterion will be awarded to the vendor who has the lowest line 6 total.
- The next lowest vendor's Total will be divided by the lowest vendor's Total which will then be multiplied by criteria points to determine the vendor's points awarded.
- Each subsequent vendor's point score will be calculated in the same manner.

The Points Awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor with the fee schedule presented.

Members of the Selection Committee may, at their sole discretion, modify the Cost of Services Points assigned after a thorough review of the proposal and prior to ranking of the final Selection Committee.

6. Tab 6: Attachment 9: Fully completed References (10 Points)

Not to exceed five (5) references from individuals who have had similar work to the County's outlined scope of work.

In order for the vendor to be awarded any points for this tab, the County requests that the vendor submits five (5) **completed** reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The County will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- The County shall total each of the vendor's reference scores and create a ranking from highest number of points to lowest number of points.
- The highest number of points (10) will be awarded to the vendor who has the highest reference score.
- The vendor's reference score will be divided by the highest vendor's reference score which will then be multiplied by 10 points to determine the vendor's Points Awarded. Each subsequent vendor's reference score will be calculated in the same manner.
- Points awarded will be extended to the first decimal point (per Microsoft Excel).

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Vendor Total Reference Score	Points Awarded
Vendor ABC	445	10
Vendor DEF	435	9.8
Vendor GHI	425	9.6
Vendor JKL	385	8.7
Vendor MNO	385	8.7
Vendor PQR	250	5.6

The Points Awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor.

The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

7. Tab 7: Completed RFP Submissions / Forms (Non-Weighted)

    a. Attachment 1: Vendor Check List
    b. Attachment 2: Conflict of Interest Affidavit
    c. Attachment 3: Vendor Declaration Statement
    d. Attachment 4: Immigration Affidavit and E-Verify profile page or memorandum of understanding
    e. Attachment 5: Insurance and Bonding
    f. Attachment 6: Affidavit for Claiming Local Vendor Preference

The Selection Committee reserves the right to not invite firms back for presentations / interviews after the consensus rankings of the written proposals up to a maximum of four (4) firms.

Presentation / Interview of Shortlisted Firms

If requested by the Selection Committee, the County shall invite the shortlisted firms designated project lead for a brief presentation/interview.

Exhibit II: General RFP Instructions

1. **Questions**

   Direct questions related to this RFP to the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department Online Bidding System website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. **Pre-Proposal Conference**

   The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum.

   All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

3. **Compliance with the RFP**

   Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. **Ambiguity, Conflict, or Other Errors in the RFP**

   It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

5. **Proposal, Presentation, and Protest Costs**

   The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. **Delivery of Proposals**

   All proposals are to be delivered before Time AM or PM, Naples local time, on or before Date to:

   Collier County Government
   Purchasing Department
   3327 Tamiami Trail E
   Naples FL 34112

Attn: Adam Northrup, Procurement Strategist

The County does not bear the responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. However, the Procurement Director, or designee, reserves the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which may include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit one (1) paper copy clearly labeled "Master," and Seven (7) disks (CD's/DVD's) with one copy of the proposal on each disk in Word, Excel or PDF. **List the Solicitation Number and Title on the outside of the box or envelope.**

7. **Validity of Proposals**

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the County prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. **Method of Source Selection**

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69 establishing and adopting the Collier County Purchasing Policy.

The County may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. **Evaluation of Proposals**

The County's procedure for selecting is as follows:

1. The County Manager or designee shall appoint a selection committee to review all proposals submitted.
2. The Request for Proposal is issued.
3. Subsequent to the receipt closing date for the proposals, the Procurement professional will review the proposals received and verify each proposal to determine if it minimally responds to the requirements of the published RFP.
4. Selection committee meetings will be open to the public and the Procurement professional will publicly post prior notice of such meeting(s) in the lobby of the Purchasing Building and on the County's Procurement Services Internet site.
5. Prior to the first meeting (Organization Meeting) of the selection committee, the Procurement professional will post a notice announcing the date, time and place of the meeting at least three (3) working days prior to the meeting. At the initial organization meeting, the selection committee members will receive instructions, the submitted

proposals, and establish the next selection committee meeting date and time. After the first meeting, the Procurement professional will publically announce all subsequent committee meeting dates and times. The subsequent meeting dates and times will be posted with at least one (1) day advanced notice.

6. Selection committee members will independently review and score each proposal based on the evaluation criteria stated in the request for proposal using the Individual Selection Committee Score and Rank Form and prepare comments for discussion at the next meeting. The Individual Selection Committee Score and Rank Form is merely a tool to assist the selection committee member in their review of the proposals.
7. At the scheduled selection meeting, the members will present their independent findings / conclusions / comments based on their reading and interpretation of the materials presented to each other, and may ask questions of one another. At the conclusion of that discussion, members of the public will be offered an opportunity (not to exceed three (3) minutes) to provide comments.
8. At the conclusion of public comments (provided for in number 7), the selection committee members will individually rank order each proposer. Collier County selection committee members may consider all the material submitted by the Proposer and other information Collier County may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type, including, without limitation, additional information Collier County may request, clarification of proposer information, public comments, and/or additional credit information.
9. Once the individual ranking has been completed, the Procurement professional will direct selection committee members to read their individual ranking publically. The Procurement professional will record individual rankings on the Final Ranking Sheet which will mathematically compile into an overall selection committee rank of proposers.
10. In any of the selection committee meeting deliberations, by consensus, members may request to invite proposers in to clarify their proposals, ask for additional information, present materials, interview, ask questions, etc. The members may consider any and all information obtained through this method in formulating their individual ranking and subsequent selection committee overall ranking and final ranking.
11. The selection committee's overall rank of firms in order of preference (from highest beginning with a rank of one (1) to the lowest) will be discussed and reviewed by the Procurement Strategist. By final consensus, and having used all information presented (proposal, presentation, references, etc.), the selection committee members will create a final ranking and staff will subsequently enter into negotiations. Award of the contract is dependent upon the successful and full execution of a mutually agreed contract, pending the final approval by the Board of County Commissioners.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Vendor nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

10. **References**

The County reserves the right to contact any and all references pertaining to this solicitation and related proposal.

11. **Proposal Selection Committee and Evaluation Factors**

The County Manager shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

List evaluation factors and points (see below for examples)

Tab II, Technical Proposal	40 Points
Tab III, Proposer's Experience and Capacity	10 Points
Tab IV, Single Fixed Discount	20 Points
Tab V, Hourly Rates	10 Points
Tab VI, References	10 Points
Local Vendor Preference	10 Points
TOTAL	**100 Points**

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking,** the firm with the lowest paid dollars by Collier County to the vendor (as obtained from the County's financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. **Acceptance or Rejection of Proposals**

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the Collier County contract, the County reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Exhibit III: Collier County Purchase Order Terms and Conditions

1. **Offer**
   This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. **Acceptance and Confirmation**
   This Purchase Order (**including all documents attached to or referenced therein)** constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

   No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. **Inspection**
   All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

   To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. **Shipping and Invoices**
   a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.
   b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
   c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
   d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. **Time Is Of the Essence**
Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. **Changes**
The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. **Warranties**
VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. **Statutory Conformity**
Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. **Advertising**
No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. **Indemnification**
VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. **Warranty of Non-Infringement**
VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. **Insurance Requirements**
The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. **Compliance with Laws**
In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. **Force Majeure**
Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. **Assignment**
VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. **Taxes**
Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. **Annual Appropriations**
The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. **Termination**
This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. **General**
a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.

e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Exhibit IV: Additional Terms and Conditions for RFP

1. **Insurance Requirements**

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County
Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor

hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

2. **Offer Extended to Other Governmental Entities**

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

3. **Additional Items and/or Services**

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Purchasing Policy.

4. **County's Right to Inspect**

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

5. **Vendor Performance Evaluation**

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of $25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

6. **Additional Terms and Conditions of Contract**

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Vendor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

The County's project manager, shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

7. Payment Method

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
Clerk's Finance Department
ATTN: Accounts Payable
3299 Tamiami Trail E Ste 700
Naples FL 34112

Or emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

8. **Environmental Health and Safety**

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

9. **Licenses**

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, with an office within Collier County is also required to have an occupational license.

All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.

If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

10. **Principals/Collusion**

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. **Relation of County**

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

12. **Termination**

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

13. **Lobbying**

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Procurement Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

14. **Public Records Compliance**

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

15. **Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)**

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

16. **Single Proposal**

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

17. **Survivability**

Purchase Orders: The Consultant/Contractor/Vendor agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation 16-6544 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

18. **Protest Procedures**

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current purchasing ordinance and policies.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Purchasing Department on Wednesdays and Thursdays. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted.

Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

19. **Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. Security and Background Checks

If required, Vendor / Contractor / Proposer shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department, and drug testing for all employees that shall provide services to the County under this Agreement. This may include, but not be limited

to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

21. **Conflict of Interest**

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

22. **Prohibition of Gifts to County Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

23. **Immigration Affidavit Certification**

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

24. **Collier County Local Preference Policy**

Collier County provides an incentive to local business to enhance the opportunities of local businesses in the award of County contracts. In the evaluation of proposals, the County rewards Vendors for being a local business by granting a ten (10) points incentive in the evaluation criterion points.

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.
Under this solicitation proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

For all purchases of commodities and services procured through a competitive proposal process and not otherwise exempt from this local preference section, the solicitation shall include a weighted criterion for local preference that equals 10 percent of the total points in the evaluation criteria published in the solicitation. Purchases of professional services as defined and identified under subsection 11B.2 (which are subject to Section 287.055, F.S.) and subsection 11B.3 (which are subject to Section 11.45, F.S.) shall not be subject to this local preference section.

The vendor must complete and submit with their proposal response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

Failure on the part of a vendor to submit this Affidavit with their proposal response will preclude said Vendor from being considered for local preference under this solicitation.

A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Collier County
Administrative Services Department
Procurement Services Division

Attachment 1: Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail to Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

We are not responding to Solicitation 15-6544 – Planning and Regulation Staffing for the following reason(s):

☐ Services requested not available through our company.

☐ Our firm could not meet specifications/scope of work.

☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)

☐ Project is too small.

☐ Insufficient time allowed for preparation of response.

☐ Incorrect address used. Please correct mailing address:

_____

_____

_____

☐ Other reason(s):_____

_____

_____

_____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

Collier County
Administrative Services Department
Procurement Services Division

Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

☐ The Proposal has been signed.

☐ All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:
Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Adam Northrup, Procurement Strategist

☐ The **mailing envelope must be sealed and marked** with Solicitation 16-6544 – Planning and Regulation Staffing and Due Date.

☐ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

☐ If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded.

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

Collier County
Administrative Services Department
Procurement Services Division

Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Procurement Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: _____

Signature and Date: _____

Print Name _____

Title of Signatory _____

State of _____

County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification _____.

_____
Notary Public

My Commission Expires _____

Collier County
Administrative Services Department
Procurement Services Division

Attachment 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

RE: Solicitation: 16-6544 – Planning and Regulation Staffing

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **Solicitation: 16-6544 – Planning and Regulation Staffing.**

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20 in the County of _____, in the State of _____.

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Florida Certificate of Authority Document Number: _____

Federal Tax Identification Number _____

CCR # or CAGE Code _____

Telephone: _____

FAX: _____

Signature by: _____
(Typed and written)

Title: _____

Additional Contact Information

Send payments to: _____
(required if different from above)
Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

FAX: _____

Email: _____

Office servicing Collier County to place orders _____
(required if different from above)
Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____ Email _____

Collier County
Administrative Services Department
Procurement Services Division

Attachment 5: Affidavit for Claiming Status as a Local Business

Solicitation: 16-6544 – Planning and Regulation Staffing (Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business

- ☐ **Collier County**
- ☐ **Lee County**

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy: Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Vendor must complete the following information:

Year Business Established in ☐Collier County or ☐ Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers):_____

Number of Employees Living in ☐ Collier County or ☐ Lee (Including Owner(s) or Corporate Officers):_____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Collier or Lee County Address: _____
Signature: _____ Title: _____

STATE OF FLORIDA
☐ COLLIER COUNTY ☐ LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20_____.

_____

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)

Collier County
Administrative Services Department
Procurement Services Division

Attachment 6: Immigration Affidavit Certification

Solicitation: 16-6544 – Planning and Regulation Staffing

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**
Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____day of _____, 20___, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Collier County
Administrative Services Department
Procurement Services Division

Attachment 7: Vendor Substitute W – 9
Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. **General Information** (provide all information)

Taxpayer Name _____
(as shown on income tax return)
Business Name _____
(if different from taxpayer name)
Address _____ City _____
State _____ Zip _____
Telephone _____ FAX _____ Email _____

Order Information	**Remit / Payment Information**
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
FAX _____	FAX _____
Email _____	Email _____

2. **Company Status** *(check only one)*

___Individual / Sole Proprietor	___Corporation	___Partnership
___Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	___ Limited Liability Company _____ **Enter the tax classification** *(D = Disregarded Entity, C = Corporation, P = Partnership)*	

3. **Taxpayer Identification Number** *(for tax reporting purposes only)*

Federal Tax Identification Number (TIN) _____

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. **Sign and Date Form**
Certification: *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature _____	Date _____
Title _____	Phone Number _____

Collier County
Administrative Services Department
Procurement Services Division

Attachment 8: Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. ☒ Employer's Liability	$1,000,000 single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage $1,000,000 single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
4. ☒ Automobile Liability	$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. ☐ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. $ _____ Per Occurrence ☐ Pollution $ _____ Per Occurrence ☐ Professional Liability $_____ Per Occurrence • $ 500,000 each claim and in the aggregate • $1,000,000 each claim and in the aggregate • $2,000,000 each claim and in the aggregate ☒ Professional Liability $1,000,000 per claim and in the aggregate

- $1,000,000 per claim and in the aggregate
- $2,000,000 per claim and in the aggregate

☐ Valuable Papers Insurance $_____ Per Occurrence

☐ Employee Dishonesty / Crime $_____ Per Occurrence
Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Collier County.

6. ☐ Bid bond — Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7. ☐ Performance and Payment Bonds — For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

9. ☒ Collier County must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.

10. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

11. ☒ **Thirty (30) Days Cancellation Notice** required.

GG for Jeff Walker 12/18/2015

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

Collier County
Administrative Services Department
Procurement Services Division

Attachment 9: Reference Questionnaire

Solicitation: 16-6544 – Planning and Regulation Staffing
Reference Questionnaire for:

_____
(Name of Company Requesting Reference Information)

_____
(Name of Individuals Requesting Reference Information)

Name: (Evaluator completing reference questionnaire) Company: (Evaluator's Company completing reference)

Email: FAX: Telephone:

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Change Orders - Dollars Added : _____ Change Orders - Days Added: _____

Item	Citeria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Abiltity to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Please FAX this completed survey to: _____ By _____

EXECUTIVE SUMMARY

Recommendation to award contract under Request for Proposal (RFP) #16-6544 "Growth Management Division Planning and Regulation Staffing" to Nova Engineering and Environmental, LLC, to provide temporary staffing and services to the Growth Management Department.

OBJECTIVE: To provide comprehensive temporary staffing and service support to the Growth Management Department (GMD).

CONSIDERATIONS: In order to manage increased workloads during peak business periods without the burden of incurring long-term costs associated with hiring permanent employees, GMD has augmented staff, as needed, by contracting with a professional staffing and service contractor. The contractor assists staff by providing:

- building permit intake, review, and inspection services,
- planning, zoning, engineering, and environmental reviews,
- associated support functions,
- other staffing as required.

On February 14, 2012, the Board of County Commissioners (Board) approved a contract (Agenda Item 16.A.16) with Nova Engineering and Environment, LLC, for temporary staffing and service support. The contract term was for two years with an option to extend one year two times. The present contract was set to expire on February 26, 2016, but was extended for an additional six months until a new contract could be approved. Solicitation RFP #16-6544 "Growth Management Division Planning and Regulation Staffing" was advertised on December 28, 2015. Notices were sent to 701 firms; 36 packages were downloaded and 3 proposals were submitted. A selection committee reviewed the proposals and on February 11, 2016, selected Nova Engineering and Environment, LLC, as the award winner.

This contract does not involve hiring individuals involved in professional service areas that would conflict with the Consultants' Competitive Negotiation Act (CCNA) per Florida Statute § 287.055. The intent of these services is to augment building inspections and other services not falling within the parameters of CCNA.

Payment for services will be based on one of two methods, which shall be clearly indicated on the purchase order: Method 1, a revenue-share basis of 85% to the Contractor and 15% to the County or Method 2, by hiring specifically identified personnel in accordance with the "Hourly Rate Schedule" as set forth in Exhibit "B" in the attached "Agreement #16-6544 for Planning and Regulation Staffing." Any future updates to the Exhibit "A" Fee Schedule may be made via a Change By Letter. The rates in the "Hourly Rate Schedule" shall be the maximum rates charged and will remain in effect for the initial term of the contract.

Historically the County has chosen to use Method 2 as the primary method for payment. It is the intent to continue to use this option as it is easier to administer and covers most of the functions required. Method 1 will be retained as an option for flexibility to use in the future for a service that may have been itemized in the Fee Schedule but not covered in the hourly rate schedule.

FISCAL IMPACT: Funds to support this temporary staffing contract have been budgeted for FY16 in the GMD Operations and Regulatory Management Division in Fund 113, Cost Center 138900. In FY15, approximately $423,000 was spent on the current contract.

LEGAL CONSIDERATIONS: This item is approved as to form and legality, and requires majority vote for Board approval.—SRT

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this Executive Summary.

RECOMMENDATION: To award contract #16-6544 " Growth Management Division Planning and Regulation Staffing" to Nova Engineering and Environmental, LLC to provide temporary staffing and services to the Growth Management Department, and authorizes the Chair to sign the attached contract.

Prepared By: Kenneth Kovensky, Director, Operations & Regulatory Management Division, Growth Management Department

Attachments:
1) Nova Engineering and Environmental LLC Proposal
Due to the size of this document, it is accessible at:
http://apps3.colliergov.net/agenda/ftp/2016BCCMeetings/AgendaMay2416/GrowthMgmt/16-6544_NOVA-KimleyHorn_Proposal.pdf
2) Agreement #16-6544 for Planning and Regulation Staffing
3) Growth Management Division/Planning and Regulation Fee Schedule
4) Final Ranking Sheet

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

October 14, 2025

City of Westlake
Inframark LLC
11555 Heron Bay Blvd, Suite 201
Coral Springs, FL 33076

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit City of Westlake's, (the "City"), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the City's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by City of Westlake and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;

3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and

4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Council is responsible for informing us of its views about the risks of fraud, waste or abuse within the City, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;

2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

4. For report distribution; and

5. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;

    b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;

    c. Additional information that we may request from management for the purpose of the audit; and

d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to Council Members of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the City's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;

2. Auditor General Management Letter, if applicable; and

3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the City's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the City. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;

2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;

3. The City will evaluate the adequacy and results of the services performed; and

4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed $12,750 unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from City personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the City under this Engagement Letter, or any documents belonging to the City or furnished to Berger, Toombs, Elam, Gaines, & Frank by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because we will rely on the City and its management and Council Members to discharge the foregoing responsibilities, the City agrees to indemnify, holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management.

The City and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the City to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the City of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the City's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the City terminates this engagement, the City will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the City's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the City shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the City's option, the City may terminate this Engagement Letter where our services are delayed more than 120 days; however, the City is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The City shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The City shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

Berger Toombs Elam Gaines & Frank

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Melissa Marlin, CPA

Confirmed on behalf of the addressee:

Sign: _____

Title: Acting City Manager

Date: December 2, 2025

6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)

BodinePerry
Certified Public Accountants & Advisors

ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS, ELAM, GAINES AND FRANK AND CITY OF WESTLAKE (DATED OCTOBER 14, 2025)

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

a. Keep and maintain public records required by the City to perform the services or work set forth in this Agreement; and

b. Upon the request of the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the City; and

d. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Auditor or keep and maintain public records required by the City to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the City upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the City pursuant to Section 119.0701(3), Florida Statutes. If notified by the City of a public records request for records not in the possession of the City but in possession of the Auditor, the Auditor shall provide such records to the City or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the City within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT:

INFRAMARK
11555 HERON BAY BLVD, SUITE 201
CORAL SPRINGS, FL 33076
TELEPHONE: 954-603-0033
EMAIL: _____

E-VERIFY REQUIREMENTS. Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The City may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the City upon request.

In the event that the City has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the City shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the City. Further, absent such notification from the City, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Auditor: Melissa Marlin

By: M. Marlin

Title: Director

Date: October 14, 2025

City: City of Westlake

By: Zoie Burgess

Title: Acting City Manager

Date: December 2, 2025

SOLID WASTE
AND
RECYCLABLE COLLECTION
SERVICES AGREEMENT

BETWEEN
CITY OF WESTLAKE
AND
WASTE MANAGEMENT INC. OF FLORIDA

REFUSE, MULTI-MATERIAL RECYCLING AND VEGETATIVE WASTE COLLECTION AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this_____ day of _____, 2025, by and between the City of Westlake, hereinafter referred to as "City", and Waste Management Inc. of Florida, hereinafter referred to as "Contractor", with its principal place of business at 651 Industrial Way, Boynton Beach, Florida 33426.

WHEREAS, the City awarded Contractor an exclusive franchise for the collection of refuse, recycling and vegetative waste within the City; and

WHEREAS, the City and Contractor have agreed that Contractor shall perform all collection services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

1. **GRANT OF FRANCHISE**

The City hereby awards to Contractor an exclusive franchise ("Franchise") for the collection of residential, commercial, industrial and roll-off refuse, recycling and vegetative waste as specified herein, but excluding the collection of special waste, hazardous waste, bio-hazardous waste, biological waste, sludge and storm debris.

2. **LIAISON BETWEEN CITY AND CONTRACTOR**

All dealings, contracts, notices and payments between the Contractor and the City shall be directed by the Contractor to the City Manager or his/her designee.

3. **COMMENCEMENT OF WORK**

The work outlined in this Agreement shall commence on December 1st, 2025.

4. **TERM**

The term of this Agreement shall be for a period of five (5) years beginning December 1st, 2025 and expiring November 30th, 2030. This Agreement may be

renewed for additional terms of five (5) years upon mutual written agreement of the parties, provided that the City gives Contractor notice of its desire to renew not less than ninety (90) days prior to the end of the current term.

5. DEFINITION OF TERMS

5.1 Authorized Representative: Shall mean the employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of the Agreement.

5.2 Biohazardous Waste: Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which represent a significant risk of infection to persons outside the generating facility.

5.3 Biological Waste: Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous Waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

5.4 Bulk Trash: Shall mean any non-vegetative item which cannot be containerized, bagged or bundled including, but not limited to, inoperative and discarded refrigerators, freezers, ranges, washers, dryers, water heaters and similar appliances; bathtubs, sinks, and similar household fixtures; household goods and furniture.

5.5 City: City of Westlake.

5.6 Collection: Shall mean the process whereby solid waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Materials are removed and transported to a Designated Facility.

5.7 Commercial Service: Shall herein refer to the service provided to business establishments, churches, schools, Multiple-Dwelling Units not receiving curbside service, office buildings and other establishments. Commercial Service shall include container rental, the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers,

changing container locations, supplying locks and locking mechanisms for containers, and other services required for the proper maintenance of containers.

5.8 Commercial Trash: Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage and shall be included in the service if properly containerized. Commercial trash shall not include Special Waste.

5.9 Construction and Demolition Debris: Shall mean materials defined as commercial and demolition debris by the Department in accordance with Rule 62-701.200(24), F.A.C., as amended.

5.10 Contract or Agreement: The Agreement executed by the City and the Contractor for the performance of the work.

5.11 Contractor: Shall mean Waste Management Inc. of Florida and its officers, agents, employees and subcontractors, with whom the City has entered into an Agreement to provide the services described herein.

5.12 Department: Shall mean the Florida Department of Environmental Protection.

5.13 Designated Facility: Shall mean a disposal processing, recovery, recycling or transfer facility.

5.14 Disposal Costs: Shall mean the "tipping fees", landfill costs or processing fees charged to the Contractor by others for disposal of the waste collected by the Contractor.

5.15 Garbage: Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include any material that falls within the definition of Special Waste.

5.16 Garbage Receptacle: Shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material,

closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s) to be used solely for loose Vegetative Waste. A receptacle also includes a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle.

5.17 Hazardous Waste: Shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

5.18 Industrial Wastes: Industrial wastes are not included in the scope of this contract unless considered regular solid waste.

5.19 Loose Refuse: Shall mean non-compacted Refuse which is collected from the ground.

5.20 Mechanical Container: Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

5.21 Multiple Dwelling Units: Shall mean any building containing four (4) or more permanent living units, not including motels and hotels.

5.22 Performance Bond: Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract.

5.23 Recyclable Materials: Shall mean newspapers (including inserts), magazines and catalogs, aluminum cans, aluminum foil and pie plates, plastic containers, glass bottles and jars, corrugated cardboard, brown paper bags, mixed paper (magazines, phone books, office paper, etc.), drink boxes, milk and juice cartons, and other solid waste materials added upon Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream. The City reserves the right to modify the types of materials collected by the Contractor and the point of delivery for processing.

5.24 Recycling: Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products, as defined by the Department in accordance with Rule 62-701.200(99), F.A.C., as amended.

5.25 Rolloff Collection Service: Shall mean the Collection of Refuse and Construction and Demolition Debris using rolloff containers, or the Collection of Construction and Demolition Debris by other mechanical means, for locations within the City.

5.26 Refuse: Shall mean Commercial Trash, household Trash and Garbage or a combination or mixture of Commercial Trash, household Trash and Garbage, plus Construction and Demolition Debris.

5.27 Refuse Regulations: Shall herein refer to regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this contract.

5.28 Residential Service: Shall herein refer to the refuse, recycling and vegetative waste collection service provided to single family and Multiple-Family Dwelling Units within the City who are not receiving Commercial Service.

5.29 Roll Cart. Shall mean a 96-gallon, 65-gallon or 48-gallon capacity wheeled container, City specified color and logo, equipped with an attached lid, and designed and intended to be used for automated collection service. After the City's current cart inventory has been depleted, then replacement Roll Carts shall be provided by Contractor to any single family or Multiple-Family dwelling unit within the City that requires a new/replacement Roll Cart. Ownership of the Roll Carts provided to Residential customers shall rest with City.

5.30 Sludge: Includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances. The definition of the term "sludge" shall be amended upon any amendment of that term as it is defined in Section 403.703, F.S., as amended from time to time.

5.31 Special Waste: Shall mean solid wastes that require special handling and management, and which are not accepted at a landfill or other disposal facility or which are accepted at a landfill or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires, used oil, lead-acid batteries, and Biohazardous Waste.

5.32 Trash: Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

5.33 Uniform Level of Service: Shall mean any and all Garbage and Trash, whether commercial or residential, which conforms to the preparation and storage requirements of this contract, and is collected in accordance with City approved schedule(s).

5.34 Vegetative Waste: Shall mean any vegetative matter resulting from yard and landscaping maintenance and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. Residents must bag or containerize all grass clippings, leaves, pine needles, and similar small loose items. Large Vegetative Waste items must be not more than six (6) feet in length or fifty (50) pounds in weight, and shall be placed neatly at the curb to comply for regular scheduled collection and not to exceed six (6) cubic yards per set out and if that occurs Contractor will take the specified volume and tag the remaining materials so residents are aware of the limitations and set-out standards.

6. DESCRIPTION OF WORK

The Contractor shall provide Refuse collection services within the City Limits of Westlake. The Contractor shall have the exclusive right to provide Refuse collection service in the City in accordance with the terms of this Agreement, excluding the collection of Construction and Demolition Debris from all properties within the City utilizing Roll Off Collection Service or Mechanical Containers. The Contractor is aware of the requirements of the Florida Solid Waste Management Act and other applicable federal and state laws, and is responsible for determining the impact of such legislation on its operation and complying with the terms thereof. The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

6.1 Protection of Adjacent Property and Utilities. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities

and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation. Contractor shall report all such repairs to the customer and the City.

6.2 Spillage. The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all Refuse shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all spillage.

6.3 Designated Facility. All Refuse, Recyclable Materials and Vegetative Waste shall be hauled to a designated facility and disposed of at those facilities at the expense of the Contractor. A change in the location of the Designated Facility shall permit the Contractor to seek an adjustment to compensation.

7. RESIDENTIAL COLLECTION SERVICE

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse (excluding Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge) from all single-family homes, Multiple-Family Dwelling Units not receiving Commercial Service and individual mobile homes. Mobile home parks will be serviced as residential units.

7.1 Frequency of Collection. The Contractor shall collect Refuse from places of residence within the City at least two (2) times per week, with collections at least three (3) days apart. The City shall approve all proposed changes to collection days prior to Contractor implementation.

7.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m., and shall cease no later than 6:00 o'clock p.m. The hours of collection may be extended provided the Contractor has received prior written approval from the City Manager. No collection shall occur on Sundays or holidays except in time of emergency, and with the City Manager's or designee's prior written approval.

7.3 Point of Pickup of Residential Refuse. Collections of residential Refuse shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location. Nothing in this section shall require the Contractor to remove waste resulting from construction activity or the clearance of vacant lots.

Contractor will provide communications with residents as to the proper set-out specifications for safe and efficient collections.

For those residents who, by reason of their disability, certified by a doctor and approved by the City, are unable to place Roll Carts at the curb, collection will be from the rear door or other accessible location adjacent to the residence, and shall be replaced when empty.

7.4 Roll Cart Receptacles. The Contractor shall be required to pick up all Garbage, Trash and Bulk Trash generated from residential units which have been properly prepared and stored for collection as follows:

All Garbage shall be placed in a Roll Cart and shall be placed at curbside (within 6 feet of roadway) or at such other single collection point as may be agreed upon by the Contractor and the customer. No Garbage placed outside of the Roll Cart shall be collected by the Contractor. If Roll Cart is not serviced by the Contractor, a leave behind tag or similar notice will be attached to the Cart to notify resident of the issue.

Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection.

Bulk Trash shall be collected providing that it does not exceed six (6) feet in length and not to exceed six (6) cubic yards for any piece or total volume of such materials. Bulk Trash that exceeds the above will be tagged by the collection crew.

Containerized Multiple Dwelling Units (dwellings containing four (4) or more units under a single roof) serviced by Mechanical Containers shall containerize all Garbage and Trash. Bulk Trash shall be collected at a designated site agreed to by the Contractor and the customer and approved by the City. Containerized Services shall include the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers, changing container location, supplying locks and locking mechanisms for containers, and other services required for proper maintenance of containers.

7.5 Method of Collection of Residential Refuse. The Contractor shall make collections with a minimum of noise and disturbances to the customer. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the

proper point of collection. In the event of damage by the Contractor to a Roll Cart, the Contractor shall be responsible for the timely repair or replacement of said Roll Cart within seven (7) calendar days at no cost to the customer. If a Residential customer requests an additional Roll Cart the Residential customer will be charged (negotiated rate with the City or no charge) for the extra Roll Cart.

7.6 Bulk Trash. The Contractor shall collect Bulk Trash from residents once per week.

8. COMMERCIAL COLLECTION SERVICE

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse and solid waste, except Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge, from or generated by any commercial or industrial use, and any use not contained within residential services. Contractor's exclusivity regarding Commercial Service shall include Rolloff Collection Service for all solid waste as so defined above and recyclables.

8.1 Frequency of Collection. Commercial containers shall be collected frequently enough to prevent them from becoming overloaded or a health hazard. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m. In the event a customer's container is consistently overloaded; the Contractor will require the customer to increase service. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the City Manager or his designee.

8.2 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall place containers at locations that are mutually agreed upon by the customer and the Contractor and approved by the City which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Manager or his/her designee shall designate the location.

8.3 Commercial Receptacles. Commercial establishments shall use Mechanical Containers as defined in Section 5.20. Containers must be properly maintained and kept clean and sanitary.

8.4 Method of Collection of Commercial Refuse. The Contractor shall make collections with as little disturbance as possible. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall provide commercial customers gate service (opening and closing) at no additional fee.

9. SPECIAL EVENTS

The Contractor shall provide at no charge to the City for all services, containers and equipment required for waste collection and disposal at four (4) special City functions or sponsored events deemed appropriate by the City Manager or his/her designee.

10. SCHEDULES AND ROUTES

The Contractor shall provide the City with schedules for all collection routes and keep such information current at all times. Any proposed changes in route schedules must be pre-approved and the City shall be immediately notified in writing a minimum of 30 days in advance. The City Manager shall approve all permanent changes in routes or schedules that alter the day of pickup. Upon approval of the City Manager, the Contractor shall utilize mailers or door to door notices as well as publish on-line (websites) or in a newspaper of general circulation in Palm Beach County at least thirty (30) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of the streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers within the City shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

10.1 Storm. In the event of a severe storm, hurricane, or other similar natural disaster, the City Manager or his/her designee shall grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In case of a storm where it is necessary for the Contractor and the City to acquire additional equipment and/or to hire extra crews to clean the City of debris and Refuse resulting from the storm, the Contractor shall receive extra compensation above the Contract price for additional employees, overtime, and

cost of rental equipment, provided Contractor has first secured prior written authorization from the City Manager or his/her designee. The Contractor's reimbursement rates, both hourly and cubic yard and tonnage unit costs for disaster debris removal, reduction and disposal shall be negotiated annually prior to the City issuing an authorization to proceed. A detailed breakdown of direct costs is to be provided with billing. Contractor and City will perform post-event assessments to determine the severity of the event and if non-declared, methodology to proceed with immediate response when deemed safe to proceed. Contractor will not be expected to dispatch crews until it is mutually agreed and SWA is deemed operational.

10.2 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. If the regular collection day falls on one of the aforementioned holidays, the Contractor shall collect the Refuse on the next regularly scheduled collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

11. COLLECTION EQUIPMENT

The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. The Collection vehicles used by the Contractor at the start of the Agreement shall not exceed a maximum age of five (5) years, unless it is used as a reserve vehicle only. Equipment utilized for any subsequent renewal/extension term will be exempt from the five (5) year age limitation.

Equipment shall be of the enclosed loader packer type, or other equipment which meets industry standards and is approved by the City. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

Equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is

assigned. No advertising shall be permitted on vehicles, except of events sponsored by the City.

12. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS WASTE, BIOLOGICAL WASTE AND SLUDGE

The Contractor shall not be required to collect and dispose of Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste or Sludge, but may offer such service in the City. All such collection and disposal for the types of waste referenced in this section, when performed by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

13. DESCRIPTION OF THE WORK

The Contractor shall have the exclusive right to and shall collect all residential Recyclable Materials, including but not limited to, newspaper (including inserts), magazines and catalogs, aluminum foil and pie plates, glass, aluminum cans, polyethylene terephthalate (PET) and high density polyethylene (HDPE) bottles, corrugated cardboard, brown paper bags, mixed paper, drink boxes, set out for the purpose of recycling from all residential properties within the City limits. The collection of Recyclables shall be conducted utilizing two containers. The Contractor will coordinate with the City regarding any proposed change in collection of recyclables as proposed by the Solid Waste Authority (SWA).

Multifamily and commercial containerized recycling services shall utilize mechanical containers provided for and in colors approved by the Solid Waste Authority to collect Recyclable Materials. If other colors of containers are used, Contractor must purchase and affix Solid Waste Authority approved educational material to each container.

As it becomes appropriate or beneficial, other items may be added to the list of Recyclable Materials at the direction of the City Manager. Likewise, if it becomes unfeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the City Manager for approval to discontinue collection of those items. Any additional items need to be part of the SWA recycling program. The Contractor has the ability to request additional compensation for the additional service.

13.1 Frequency of Collection. The Contractor shall collect Recyclable Materials within the City at least one (1) time per week. The day of collection shall be on the same day as one of the collection days for solid waste.

13.2 Hours of Collection. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m.; provided, however, that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager or designee.

13.3 Point of Pickup of Recyclable Materials. Collection of Recyclable Materials shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager shall designate the location.

13.4 Receptacles. The Contractor shall pick up all Recyclable Materials which have been properly prepared for collection and placed in recycling containers or paper bags and set at curbside.

Receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and then left at the proper point of collection.

The Solid Waste Authority shall supply and Contractor distribute to each new residence within the City two (2) containers for Recyclable Materials and provide replacements to all residences as needed, using color, design and logo as designated by the City. The cost of these containers will be borne by SWA. The containers shall be A-1 Products Corporation, Model 9732, "BLUE BOX" and "YELLOW BOX", or equivalent approved by the SWA and the City. Receptacles may be imprinted with a logo and/or recycling theme as approved by the City. All recycling containers shall become the property of the City when distributed.

The Contractor shall maintain an adequate supply of containers to provide for replacements and for new residents. All recycling containers provided or replaced by the Contractor shall be identical in type, size and color for each type of recycling container.

13.5 Method of Collection of Recyclable Materials. Unless otherwise agreed in writing, the Contractor shall separate (2 PART) at the point of pickup, at least the newspaper from the aluminum cans, glass and plastics and place into different sections of the collection vehicle. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Recyclable Materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left inverted at the point of collection.

13.6 Schedules and Routes. Recyclable Materials collection for a dwelling unit shall be made on one of the two solid waste collection days for that dwelling unit. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the City Manager or designee is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

13.7 Monitoring Records. The Contractor shall furnish the following reports:

Monthly – Service Inquiry Log to include complaints, compliments, service requests, and missed pick ups. This log is to be delivered to the City no later than the 15th of each month.

Annually – Equipment list, Subcontractor list

13.8 Equipment. The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of recycling equipment and shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Collection vehicles shall have separate compartments into which the different recyclable materials may be placed. Prior to purchasing equipment, it shall be the responsibility of the Contractor to determine the available space, turning radii, ceiling heights, etc. of the likely buyers or processors of the recycled materials.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

The Contractor may also add his name and business telephone number to each side of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is assigned. No advertising shall be permitted on vehicles except that approved by the City.

13.9 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Residential Recyclable Materials not collected on Thanksgiving shall be collected on the next scheduled recycling collection service day. Residential Recyclable Materials not collected on Christmas Day shall be collected on the next scheduled solid waste collection day when possible, but not later than the next scheduled recycling collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

14. PROMOTION: PUBLIC RELATIONS AND EDUCATION

The City and the Contractor will share responsibility for the promotion of the recycling programs. The City and the Contractor will cooperate in the preparation of 500 printed brochures per year (paid for by Contractor and delivered to the City).

15. DESCRIPTION OF WORK

The Contractor shall provide vegetative waste collection and disposal within the City limits. The Contractor shall have the exclusive right to provide vegetative waste collection and disposal service within the City in accordance with the specifications herein. Landscape maintenance companies may haul vegetative waste resulting from their own activities.

15.1 Frequency of Collection. The Contractor shall collect Vegetative Waste from residences within the City one (1) time per week. The day of collection shall be on the same day as the collection day for solid waste.

15.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m. and shall cease not later than 6:00 o'clock p.m.; provided that in the event of emergency or unforeseen circumstances, collection may be permitted

at a time not allowed by this paragraph following approval by the City Manager or designee.

15.3 Point of Pickup of Vegetative Waste. Collection of Vegetative Waste shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location.

15.4 Preparation of Vegetative Waste for Collection. The Contractor shall pick up all Vegetative Waste generated from residential units as follows:

Vegetative Waste shall be placed adjacent to the pavement or traveled way of the street. Residents must bundle or containerize small or loose Vegetative Waste. Vegetative Waste items must be not more than six (6) feet in length or fifty (50) pounds in weight, and shall be placed neatly at the curb to comply for regular scheduled collection and not to exceed six (6) cubic yards per set out and if that occurs Contractor will take the specified volume and tag the remaining materials so residents are aware of the limitations and set-out standards.

In the event of a dispute between Contractor and a customer as to what constitutes Vegetative Waste, the situation will be reviewed and decided by the City Manager or his/her designee, whose decision shall be final.

15.5 Method of Collection of Vegetative Waste. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Vegetative Waste spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall rake and sweep any vegetative waste left behind during the collection operation. The area shall be left neat and clean. Contractor agrees to place customer notification "tags" on all non-complying materials that exceed standard specifications and require special equipment (clamshell) collection. The "tag" will indicate how and when the additional service will occur and provide Contractor's customer service contact information.

15.6 Routes. The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street

closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

15.7 Equipment. The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. Collection vehicles shall be of the enclosed loader parker type or other vehicle designed to allow for efficient collection of Vegetative Waste. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

15.8 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Vegetative Waste not collected on Thanksgiving shall be collected on the next scheduled vegetative waste collection service day. Vegetative Waste not collected on Christmas Day and Thanksgiving Day shall be collected on the next vegetative waste collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

16. CONTRACTOR'S PERSONNEL

16.1 Contractor's Officer(s). The Contractor shall assign a qualified person or persons to be in charge of the operations within the City. The Contractor shall give the names, address and phone number of these persons to the City. Information regarding the person's experience and qualifications shall be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the City Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

16.2 Dangerous Animals and Refuse Collection. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the City Manager of such condition and of its inability to make collection because of such conditions.

16.3 Conduct of Employees. The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property, including cans, carts, racks, trees, shrubs, flowers and other plants.

16.4 Employee Uniform Regulations. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

16.5 Compliance with State, Federal and Municipal Law. The Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

16.6 Fair Labor Standards Act. The Contractor is required and hereby agrees by execution of the Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act, as amended and changed from time to time.

16.7 Other Employee Benefits. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment. Each vehicle operator shall at all times carry a valid Florida Commercial Driver's License for the type of vehicle that is being driven. The Contractor shall provide operating and safety training for all personnel.

17. PAYMENT AND BILLING

17.1 Compensation. The City shall pay the Contractor compensation for the performance of the Contract, the sums due based on the unit prices as listed in **Schedule D - Fee Schedule**___ . Contractor shall submit an invoice by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor within 30 days upon receipt and verification of the invoice submitted.

17.2 Billing Procedures.

Any new unit shall be considered to be occupied when a certificate of occupancy has been issued. Proof of demolition of existing units shall be demolition permits issued by the Building Division. The number of units shall be reviewed not less than monthly by the City and the Contractor. Any adjustment as a result of this review shall be billed by the Contractor.

17.3 Disposal Costs. Residential and commercial solid waste disposal costs shall be separated from residential and commercial collection service costs. Residential disposal costs will be part of the special assessment billed by the Solid Waste Authority of Palm Beach County except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated by the Solid Waste Authority; however, the Contractor agrees to bill new units for hauling and disposal from the date of the certificate of occupancy. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all solid waste disposal costs incurred for disposing of all solid waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately assessed by the Authority. Any changes in non-assessed portion of commercial disposal costs will be reflected in the service charge billed by the Contractor.

17.4 Unusual Changes or Costs. The Contractor may petition the City to adjust the rates in **Schedule D – Fee Schedule** ___ based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in costs and the reasons therefor.

"Change in Law" means (i) the adoption, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance,

renewal, or modification of any permit, license, or approval after the date of this Agreement , which in the case of either (i) or (ii) establishes requirements affecting the Contractor's operation under this Agreement more burdensome than the requirements that are applicable to Contractor and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement that applies to Contractor's operations per se (unrelated to employment), such fee, charge or tax shall be treated as a Change in Law.

The Contractor's request must be made within ninety (90) days of the occurrence of such unusual change or cost, and shall contain substantial proof and justification, as determined by the City Manager, to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City.

17.5 Force Majeure. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party to the extent that such conditions affirmatively prevent a party from performing in accordance with the terms of this Agreement;

(b) The binding decision of any court of competent jurisdiction, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) that directly impacts a party's ability to perform in accordance with the terms of this Agreement if such decision is not also the result of the intentional or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that

neither the contesting in good faith of any such decision nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party; or

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor, not resulting from the intentional or negligent actions of the Contractor.

17.6 Fixed Annual Price Adjustment.

Compensation payable to the Contractor for all rates and fees charged pursuant to **Schedule D – Fee Schedule**___ shall be adjusted annually to include a fixed five (5) percent increase. The five percent (5%) annual increase shall take place on December 1, 2026 and annually each December 1st thereafter.

17.7 Level and Type of Service for Collection of Other Wastes. Where the Contractor agrees to collect Special Waste or Sludge, a written agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided, at a rate to be negotiated between the parties involved. However, upon failure of the parties to reach such an agreement for commercial services only, either party may apply to the City Manager, who shall establish the level and type of services to be provided, including the area of the container and number of pickups per week. All such collection and disposal for those types of waste in this section, when performed by the Contractor, shall be in strict compliance with all Federal, State, and Local laws and regulations.

18. CONTRACT PERFORMANCE

The Contractor's performance of the Contract shall be supervised by the City Manager or his/her designee. The failure of the City at any time to require performance by the Contractor of any provision thereof shall in no way affect the right of the City thereafter to enforce same. Furthermore, no waiver by the City of any breach of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

19. COOPERATION/COORDINATION

The City and its authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work, equipment and facilities of Contractor.

20. COMPLAINTS AND COMPLAINT RESOLUTION

20.1 Office. The Contractor shall maintain a local office. The office shall be equipped with sufficient telephones with at least one local phone number, and shall be open during normal business hours, 8:00 o'clock a.m. to 5:00 o'clock p.m., Monday through Friday. All calls must be handled on a timely basis. An emergency after-hours telephone number and contact will be provided to the City Manager or his/her designee. The local office is located at 651 Industrial Way, Boynton Beach. The contractor agrees to provide a local number and dispatch a representative to a customer's house or business to respond to any issues within 24 hours.

20.2 Complaints. The Contractor shall document all complaints and enter them electronically into the Contractor's database. This method will be used for tracking purposes and will be submitted to the City electronically for resolution processing. Such record shall be available for City inspection at all times during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. Complaint resolution shall occur within 24 hours (but repair of damage may take longer). Contractor may, in the sole discretion of the City , be fined $1,000.00 per day for any Route Not Completed on the scheduled collection day. "Route Not Completed" shall mean more than 3% of homes on a route were not serviced on a scheduled collection day (but excluding any homes not completed due to any Force Majeure circumstances).

21. DEFAULT AND DISPUTE OF THE AGREEMENT

It shall be the duty of the City Manager or his/her designee to observe closely the Contractor's services pursuant to the Contract. Any of the following events shall be deemed to be a material breach of contract.

(1) The Contractor takes the benefits of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consent to the appointment or a receiver, trustee, or liquidator of all or substantially all of its property; or,

(2) By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its

creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under Federal Bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

(3) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court of governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) days; or,

(4) The Contractor shall voluntarily abandon, desert, or discontinue its operations hereunder; or,

(5) Any lien is filed against any premises in the City because of any act or omission of the Contractor and is not removed or the City and landowner adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,

(6) The Contractor has abandoned, failed, or refused to perform or observe each and every promise in the Contract, or has failed or refused to comply with the instructions of the City Manager relative thereto, and such default is not cured within 30 calendar days after receipt of written notice from the City. If the Contractor fails to so cure the default, the City Manager shall so notify the City Council and a public hearing shall be set for a date within fifteen (15) calendar days of such notice. The City Manager shall, not less than five (5) calendar days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract to the reasonable satisfaction of the City, the City shall declare a breach on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of breach, or authorize the City Manager to take such other action.

If the Contractor or his surety fails to cure such breach within thirty(30) business days or such other longer time deemed reasonable by the City Manager, then the City may thereupon declare the Contract canceled.

Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the City. The Contractor shall be excused from

performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control.

(7) Except as otherwise provided in the Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause, the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of the Contract and the findings and conclusions shall be final and binding on both parties. If the Contractor believes the City Manager's findings or conclusion is unreasonable or unsupported, then the Contractor may ask for the dispute to be submitted to mediation (to be paid for jointly by both parties).

The Contractor expressly recognizes the paramount right and duty of the City to provide adequate waste collection as a necessary government function, and further agrees, in consideration for the execution of the contract, that in the event the City shall invoke the provisions of this section, Contractor will either negotiate with the City for an adjustment of the matter or matters in dispute, or present the matter to a court of competent jurisdiction with venue in Palm Beach County in an appropriate suit instituted by the Contractor or by the City within thirty (30) calendar days of the parties' failure to resolve the dispute after mediation.

22. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same, nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions, or as a waiver of any provision itself.

23. PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect.

24. TITLE TO WASTE

The City reserves the right at all times to hold title and ownership to all Refuse, Vegetative Waste or Recyclable Materials collected by the Contractor.

25. FRANCHISE FEES

The Contractor shall pay to the City a fee of three (3) percent of all revenues collected by the Contractor arising out of solid waste collection services or operations conducted in the City. Solid waste disposal costs paid by the Contractor shall be deducted from the gross revenue total prior to applying the calculation of the franchise fee due to the City. Franchise fees shall be payable within thirty (30) days of the last day of each calendar quarter.

26. SUBCONTRACTORS, ASSIGNMENT AND CHANGE OF CONTROL

A list of any subcontractors (should any be used) will be provided to the City. Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the City, which may be granted or withheld in its sole discretion.

27. BONDS

27.1 Performance Bond. The Contractor shall furnish a performance bond in the form attached to these specifications as security for the performance of the Contract with the City. Said performance bond will be in the amount of one (1) year (12-months) equivalent revenue and remain in force for the duration of the Contract and renewed annually at the equivalent amount. The premium for the performance bond described above shall be paid by the Contractor. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial Rating of A Class VI or higher for the most current calendar year available.

28. INSURANCE REQUIREMENTS

28.1 Contractor Insurance. During the life of the Contract, the Contractor shall procure, maintain and provide the City with certificates of insurance as evidence of the insurance required under this Section 29. The City shall be an additional insured (except on Worker's Compensation) on this insurance with respect to all claims arising out of the operations or work to be performed.

Cancellation of said insurance shall not be effectuated without thirty (30) days' prior written notice to City.

Except as otherwise stated, the amounts and types of insurance provided by the Contractor shall conform to the following minimum requirements:

28.1.1 Worker's Compensation

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance in an amount not less than $100,000 each accident, $100,000 by disease and $500,000 aggregate by disease. If any operations are to be undertaken on or about navigable waters, coverage must be included pursuant to the Longshoremen and Harbor Workers Act and the Jones Act.

28.1.2 Comprehensive General Liability

The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.

Independent contractors.

Products and/or completed operations.

The contractual coverage must specify that it covers the Indemnification Agreement which is part of this contract.

28.1.3 Business Automobile Policy

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile

Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.

Hired and non-owned vehicles.

Employer's non-ownership. The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this Contract.

28.1.4 Umbrella Liability. In addition to the above limits, the Contractor shall provide at least a $5,000,000 umbrella or excess liability insurance policy.

28.2 Certificate of Insurance. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed with the City before operations are commenced.

29. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City has ordinances for effectuating a solid waste control program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the Contract, the ordinances shall be the governing factor for performances of the Contract.

30. INDEMNIFICATION

The Contractor hereby agrees to protect, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims against the City, its officers, agents and employees, by a third party for loss or damage of any nature or kind arising out of or resulting from the negligent or intentional acts or omissions, willful misconduct or breach of any law or any provision of this Agreement by Contractor, its officers, agents, employees,

servants or contractors (specifically including subcontractors), except to the extent that such loss or damage was caused by the negligent or intentional acts or omissions, willful misconduct, or breach of any law or any provision of this Agreement by the City, its officials, agents or employees. In connection with any legal proceedings arising hereunder, the City reserves the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the Contractor.

31. BOOKS AND RECORDS

The Contractor shall maintain separate records of accounts, complaints, routes and other contract information specific to the City's contract area. The City shall have the right to review all records that pertain to the Contract which are maintained by the Contractor upon ten (10) days' prior written notice.

32. SCRUTINIZED COMPANIES

CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

32.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

32.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

32.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

32.2.2 Is engaged in business operations in Syria.

33. E-VERIFY ELIGIBILITY

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

33.1 Definitions for this Section:

33.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, Waste Management Inc. of Florida.

33.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

33.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

33.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

33.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

33.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Westlake. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Westlake; and

33.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to

provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

34. PUBLIC RECORDS

34.1 The City of Westlake is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

34.1.1 Keep and maintain public records required by the CITY to perform the service;

34.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

34.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

34.1.4 Upon completion of the Agreement, and upon request of the City, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon

request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

34.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
4001 SEMINOLE PRATT WHITNEY ROAD
WESTLAKE, FL 33470
561-530-5880
zburgess@westlakegov.com

34.3 Pursuant to Section 119.0715, F.S., trade secrets held by the City are confidential and exempt from Section 119.07(1), F.S. and Section 24(a) Article I of the State Constitution. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

35. **NOTICES**

Any notice required hereunder shall be in writing and delivered in person, by telecopy or by certified mail to either party at its business address shown herein.

36. **WAIVER:**

The waiver of any breach of any provision hereunder by either party shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

37. **SOVEREIGN IMMUNITY**

Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

38. **GOVERNING LAW:**

This agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie exclusively in Palm Beach County.

39. **SEVERABILITY:**

If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court or administrative body of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

40. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof, and supersedes any oral or written representations, assurances, claims or disclaimers made either prior to or simultaneous with the execution hereof. This Agreement may be amended only by an instrument in writing signed by both parties. The City and Contractor agree that this Agreement shall not and does not create any rights in any third persons. There are no third-party beneficiaries of this Agreement.

IN WITNESS HEREOF, the City and Contractor have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

CITY OF WESTLAKE

JohnPaul O'Connor, Mayor

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

David M. Myhan, President

ATTEST: LISA P. SILVA, ASST. SEC.

By:_____

City Clerk

Approved as to form and
legal sufficiency:

Waste Management, Inc 11/4/25

City Attorney

Schedule D – Fee Schedule
REFUSE, MULTI-MATERIAL RECYCLING AND VEGETATIVE WASTE COLLECTION RATES

Effective December 1, 2025

REFORMATTING
Rate Schedule D pursuant to the RFP

Schedule D – Fee Schedule
REFUSE, MULTI-MATERIAL RECYCLING AND VEGETATIVE WASTE COLLECTION RATES

City of Westlake
Effective December 1, 2025

ALL COLLECTION RATES INCLUDE FRANCHISE FEES

Residential Curbside Collection

Monthly Service

	1-Dec-25
Garbage Collection	$ 17.07
Yard Waste	$ 4.70
Recycling	$ 4.97
Bulk Waste (Cost included in the Rate for Garbage)	
Total Fees-Contractor	$ 26.74

City of Westlake
Commercial Rate Schedule
Effective December 1, 2025
ALL COLLECTION RATES INCLUDE FRANCHISE FEES
Non-Compacted Yardage - Detail Pricing

	Pickups per Week						
2 - Cubic Yard	***1***	***2***	***3***	***4***	***5***	***6***	
Collection Rate	$ 88.25	$ 176.49	$ 264.74	$ 352.98	$ 441.23	$ 529.47	$ -
Disposal Charge	$ 24.33	$ 48.67	$ 73.00	$ 97.34	$ 121.67	$ 146.01	$ -
Container Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Regulated Rates	$ 112.58	$ 225.16	$ 337.74	$ 450.32	$ 562.90	$ 675.48	$ -
4 - Cubic Yard							
Collection Rate	$ 159.31	$ 318.62	$ 477.93	$ 637.24	$ 796.55	$ 955.86	$ -
Disposal Charge	$ 48.67	$ 97.34	$ 146.01	$ 194.68	$ 243.35	$ 292.02	$ -
Container Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Regulated Rates	$ 207.98	$ 415.96	$ 623.94	$ 831.92	$ 1,039.90	$ 1,247.88	$ -
6 - Cubic Yard							
Collection Rate	$ 219.48	$ 438.95	$ 658.43	$ 877.90	$ 1,097.38	$ 1,316.86	$ -
Residential Curbside Collectior	$ 73.00	$ 146.01	$ 219.01	$ 292.02	$ 365.02	$ 438.02	$ -
Container Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Regulated Rates	$ 292.48	$ 584.96	$ 877.44	$ 1,169.92	$ 1,462.40	$ 1,754.88	$ -
8 - Cubic Yard							
Collection Rate	$ 266.63	$ 533.26	$ 799.89	$ 1,066.53	$ 1,333.16	$ 1,599.79	$ -
Disposal Charge	$ 97.34	$ 194.68	$ 292.02	$ 389.35	$ 486.69	$ 584.03	$ -
Container Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Regulated Rates	$ 363.97	$ 727.94	$ 1,091.91	$ 1,455.88	$ 1,819.85	$ 2,183.82	$ -

Schedule D – Fee Schedule (Cont.)
REFUSE, MULTI-MATERIAL RECYCLING AND VEGETATIVE WASTE COLLECTION RATES

City of Westlake
Effective December 1, 2025

COMMERCIAL / INDUSTRIAL ROLLOFF SERVICES

Rolloff Service	Current Rate	
Cost per pull >12 yds	$ 444.29	per pull plus disposal @ $42 per ton

PALM BEACH COUNTY SOLID WASTE AUTHORITY
DISPOSAL RATE CALCULATION

	MSW / Trash	C & D	Vegetation
Tonnage Rate	$ 42.00	$ 80.00	$ 35.00
Lbs. / Yard	134		
Disposal / Yard	$ 2.81		