

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting

Monday, June 08, 2020 at 6:30 PM

VIA COMMUNICATIONS MEDIA TECHNOLOGY

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

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

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

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

Meeting ID: 799 429 470

Password: hello

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

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

Meeting ID: 799 429 470

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

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

CITY COUNCIL:

Roger Manning, Mayor

Katrina Long Robinson, Vice Mayor

Patric Paul, Council Member – Seat 1

Kara Crump, Council Member – Seat 2

JohnPaul O'Connor, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager

Pam E. Booker, City Attorney

Zoie P. Burgess, City Clerk

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS AND REQUESTS- (OPEN FORUM NON-AGENDA ITEMS)

This section of the agenda allows for comments from the public to speak on any item not presented on the agenda. 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 the Council, state your name and address for the record.

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 City Council Member requests such, in which event, the item will be removed from the Consent Agenda and considered on a future agenda.

A. Approval of Meeting Minutes

1. March 9, 2020 - Regular Council Meeting Minutes
2. March 30, 2020 - Emergency Council Meeting Minutes
3. April 13, 2020 - Workshop Council Meeting Minutes

B. Approval Finance Statement

1. Financial Report - April

PRESENTATIONS/PROCLAMATIONS

PUBLIC HEARING

A. ORDINANCE 2020-05 - Education and Youth Advisory Board (Second Reading)

Submitted By: Legal

ORDINANCE 2020-05 - AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CREATING AN EDUCATION AND YOUTH ADVISORY BOARD; ESTABLISHING THE PURPOSE AND SETTING FORTH THE DUTIES OF BOARD MEMBERS; TO ESTABLISH CRITERIA FOR THE BOARD COMPOSITION AND APPOINTMENT; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

B. ORDINANCE 2020-06 - WESTLAKE CIVIL RIGHTS ORDINANCE ACT (Second Reading)

Submitted By: Legal

ORDINANCE 2020-06 - AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, TO BE ENTITLED "WESTLAKE CIVIL RIGHTS ORDINANCE ACT"; PROVIDING FOR NON-DISCRIMINATION WITHIN THE CITY AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE CITY WESTLAKE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

C. RESOLUTION 2020-10 - A Resolution for the Final Plat For Sky Cove Phase 1 B

Submitted By: Legal

RESOLUTION - 2020-10 - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR SKY COVE PHASE 1 B, LOCATED BY METES AND BOUNDS BEING DESCRIBED AS A PARCEL ON LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

D. RESOLUTION 2020-11 - A Resolution for the Final Plat for Green Lane

Submitted By: Legal

RESOLUTION 2020-11 - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR GREEN LANE, BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

E. RESOLUTION 2020-12 - A Resolution for the Final Plat for Groves of Westlake

Submitted By: Legal

RESOLUTION 2020-12 - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR GROVES OF WESTLAKE, BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

F. RESOLUTION- 2020-13 - A Resolution for The Final Plat for Tract PC-5 Tax Collector

Submitted By: Legal

RESOLUTION - 2020-13 - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR TRACT PC-5 TAX COLLECTOR, A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON ILEX WAY-PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

G. RESOLUTION 2020-14 - A Resolution for the Site Plan Application from Palm Beach County Tax Collector's office and Department of Motor Vehicle (DMV) for a site plan review to build a one (1) story 23,735 square feet office building and landscaping. The subject application is located on 16440 Town Center Parkway South, Westlake, Florida, 33470. SPR-2020-04.

Submitted By: Legal

RESOLUTION 2020-14 - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR THE PALM BEACH COUNTY TAX COLLECTOR AND THE DEPARTMENT OF MOTOR VEHICLES OFFICES, LOCATED AT 16440 TOWN CENTER

PARKWAY SOUTH, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

REGULAR AGENDA

- A.** RESOLUTION 2020-15 - A Resolution to Enter into an Agreement with Nova Engineering and Environmental, LLC

Submitted By: Legal

RESOLUTION 2020-15 - A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVA ENGINEERING AND ENVIRONMENTAL, LLC, FOR PROFESSIONAL BUILDING DEPARTMENT AND INSPECTION SERVICES FOR THE CITY OF WESTLAKE, PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

NEW BUSINESS

CITY COUNCIL COMMENTS

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

REPORT - STAFF

- A.** Palm Beach County Sheriff's Office - District 18 Monthly Report: April

Submitted By: Lieutenant Craig Turner

- B.** Palm Beach County Fire Rescue - Monthly Report: April

Submitted By: William Rowley, District Chief

REPORT - CITY MANAGER

REPORT - CITY ATTORNEY

PUBLIC COMMENTS - AGENDA ITEMS ONLY

This section of the agenda allows for comments from the public to speak on items only presented on the agenda. 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.

ADJOURNMENT

Next Regular Meeting (Subject to Change or be Cancelled): **July 13, 2020**

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: June 02, 2020

**MINUTES OF MEETING
CITY OF WESTLAKE
REGULAR CITY COUNCIL MEETING**

A REGULAR meeting of the City Council of the City of Westlake was held on Monday, March 9, 2020 at 6:30 PM., at the Westlake Community Center/Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida.

1. CALL TO ORDER

Mayor Manning called the meeting to order at 6:30 PM.

2. ROLL CALL

Present and constituting a quorum were: Present and constituting a quorum were: Roger Manning, Mayor; Katrina Long Robinson, Vice Mayor; John Stanavitch, Councilman; Kara Crump, Councilwoman; and Phillip Everett, Councilman.

Staff Members Present: Kenneth Cassel, City Manager; Pam E. Booker, City Attorney; and, Zoie P. Burgess, City Clerk.

3. ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor Manning asked if there were any additions, deletions or modifications to agenda as presented; hearing none, Mayor Manning called for a motion to approve.

MOTION by Councilwoman Crump to approve agenda, seconded by Vice Mayor Long-Robinson.

UPON ROLL CALL:

Councilwoman Crump:	Yes
Councilman Everett:	Yes
Vice Mayor Long-Robinson	Yes
Mayor Manning:	Yes
Councilman Stanavitch:	Yes

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

4. PUBLIC COMMENTS AND REQUESTS

The floor was opened for audience comments:

- Eric McClellan – 2633 Vista Parkway (Palm Beach County Personnel): He is the Director of Facilities Development and Operations Strategic Planning for Palm Beach County and is authorized to attend and speak by the County Administrator. He wanted to share background information and thoughts on the Minto West, now know and the Westlake Development Order.

Mr. McClellan explained that the land was assigned a future land use designation of only one residential unit per 10 acres of land before Minto's involvement, which translated to just 378 residential units on the 3,788 acres. He noted that, by contrast the allowable intensity of development has swelled to 4,546 residential units; 2 million square feet of non-residential development; 200,000 of civic; a 150-room hotel, 3,000 student college and more. Acknowledging that Minto's vision is vast and with such vision, the Development Order is to align all the promises and protections of the future that are contained as conditions of approval. Mr. McClellan expressed that they (the County) hope the promises and conditions will be given the chance to endure as the City continues development and approaches its maturity.

He further shared that the vision Minto and the County worked to forge is intended to be a high-quality type of development. While several planning professionals initially spent time on the development order, not knowing at the time the end result would be a City and is what most evident of this is the 136 site-specific conditions of approval that are contained in the Development Order. There are seemingly no change conditions or circumstances that require that plan to be significantly changed with so much development to occur and time.

Mr. McClellan explained that Minto was granted an increase in residential density more than 12x's the original allowance (1200%) and Minto voluntarily agreed to a 10% commitment to workforce housing as that supply is intended to accommodate the workforce that will support the businesses, as well as delivery of essential public services in the City and surrounding community. The commitment of just 1.9% of the total land area was made to public civic pods for delivery of essential government facilities to serve the area at an acceptable level of service. To protect the roadway area network a number of conditions of approval were imposed to require road improvements and to regulate the timing of the development so as not to impose on the care and capacity of that system or roadway performance and Mr. McClellan noted that the merits of these objections have not diminished in any material way over the past six (6) years nor would they envision that becoming any less beneficial as the City continues.

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5. CONSENT AGENDA

- A. Approval of Meeting Minutes
 - February 24, 2020 Special Council Meeting Minutes
- B. Approval of Financial Report
 - Memorandum Regarding January Financial Report
 - January Financial Report

Mayor Manning identified the above items on the Consent Agenda.

MOTION by Councilwoman Crump to approve the consent agenda, seconded by Councilman Stanavitch.

UPON ROLL CALL:

Councilman Everett:	Yes
Vice Mayor Long-Robinson	Yes
Mayor Manning:	Yes
Councilman Stanavitch:	Yes

Councilwoman Crump: Yes

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

6. PRESENTATIONS/PROCLAMATIONS

Mayor Manning recognized no presentations or proclamations, the next item followed.

7. PUBLIC HEARING

- A. **Transmittal Hearing** – First Reading - Ordinance 2020-03 – Amending the Comprehensive Plan to Adopt by Reference an Updated 10-Year Water Supply Facilities Work Plan (*Published February 27, 2020- Palm Beach Post*).

ORDINANCE 2020-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Presented by Denise Malone of NZ Consultants identifying that the above item before Council is the First Reading as presented to the Local Planning Agency and recommended for approval. Ms. Malone identified the item as the Water Supply Facilities Work Plan update as indicated that the Florida Statutes require local governments in the Comp Plan to provide for water supply source planning and to meet the projected demands for such over a 10-year period of time.

Ms. Malone further explained that the City adopted its Water Supply Plan and associated comprehensive plan policies in 2018. Florida State Statutes also requires the local government to coordinate its Water Supply plan with the South Florida Water Management District Regional Supply Plan which is updated on a regular basis every five (5) years. Ms. Malone noted that the last update occurred November 8, 2018. Additionally, Florida Statutes requires that local governments update the 10-Year Water Supply Plan within 18 months of the updated Lower East Coast Regional Supply Plan.

This item is before Council with an anticipated adoption date for the City's Water Supply Plan update in May 2020.

Staff ensured that the City's Water Supply plan is consistent with Palm Beach County's Water Supply Plan, coordinating with the County, as they are the water supplier.

Staff is recommending approval of Ordinance 2020-03 and is asking for the amendment package to be transmitted to the State Department of Economic Opportunity through that adoption process.

Mayor Manning noted that this has already been approved by the Local Planning Agency and inquired if there are any additional questions.

Councilwoman Crump inquired if Seminole Improvement District reviewed this item.

Mr. Cassel acknowledged that Seminole Improvement District has worked closely with NZ Consultants on all the numbers and projections and can meet all the demands that are outlined in the water supply plan for the next 10 years.

There being no further questions Mr. Manning called for the ordinance to be read by title only.

Mr. Cassel read Ordinance 2020-03 by title only.

MOTION by Councilwoman Crump to adopt Ordinance 2020-03 amending the Comprehensive Plan to adopt by reference an updated 10-year Water Supply Facilities Work plan, seconded by Vice Mayor Long-Robinson.

UPON ROLL CALL:

Vice Mayor Long-Robinson	Yes
Mayor Manning:	Yes
Councilman Stanavitch:	Yes
Councilwoman Crump:	Yes
Councilman Everett:	Yes

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

Mayor Manning noted that completes the public hearing.

8. REGULAR AGENDA

A. Discussion of Development Orders Modifications (Tara Duhy, Esq., LLW)

Presented by Tara Duhy of Lewis, Longman & Walker P.A., counsel for Minto PBLH, LLC, who is the owner of the development order that covers most of the property within the City of Westlake.

Ms. Duhy noted they hope to bring before Council, the Development Order in the next many months, upon having a productive meeting with the City Attorney and discussing a few changes that were needed it is a hope to get that published to staff soon pending additional review at the corporate level at Minto. Ms. Duhy noted there are no major changes.

Ms. Duhy provided a status of development and where they are in complying with the development order that is in place currently.

Ms. Duhy provided an update via PowerPoint Presentation on file with the City Clerk's Office. Highlights of presentation include, but are not limited to the following:

- The Density and Intensity approved by the Development Orders (DO)
- Permitted Projects
- Status of Compliance with the Conditions
- Conditions of Approval
- Engineering conditions completed
- Engineering conditions to be incorporated into the development agreement
- Park and Recreation conditions
- Planning conditions completed
- Planning Conditions remaining
- Land dedication conditions completed

Ms. Duhy also noted other conditions that require compliance with various provisions of the County Code and that these conditions will be deleted because they will be superseded by Minto's agreement to comply with the City's Land Development Regulations.

Ms. Duhy referenced a letter, received by the County Administrator and read portions into record.

Ms. Booker, halted further reference to letter, noting that discussions for Council were to present the current development agreement. Ms. Booker noted that Council has not been briefed on the letter with the County and requested that a legal analysis not be discussed and that there will be an appropriate time when such comments may be made.

Ms. Booker informed the Council that she and the City Manager have been speaking with the County Staff and have asked them to meet, which was agreed to do so, April 13th. Ms. Booker acknowledged that it will be appropriate to continue those conversations as the Council meeting is not the proper place to address the details of that letter when Council does not have it. Ms. Booker assured that they will continue to work with all parties involved.

Public Comment accepted on item:

- Audrey Wolf, Director of Facilities for Palm Beach County – Ms. Wolf noted that the land development approach that was taken to the Development Order was an opportunity to better the region from the standpoint of public facilities. Ms. Wolf noted that several discussions with Minto and the City on how those public facilities are going, or can be delivered in the short-term, mid-term and long-term, as they want to increase the amount of communication that occurs with the County and the City as an intergovernmental effort and try to make sure

they are planning appropriately for those services. In plans to meet April 13th, they hope to move forward with that meeting.

Vice Mayor Long Robinson commented with full disclosure acknowledging that she has had meetings with the County and received an email from County Commissioner McKinley in regard to the lack of effective communication and would like to thank the County for coming out, as well as Attorney Duhy for the well-executed workshop in regards to what has happened. Vice Mayor Long Robinson, agreeing with Ms. Booker that a workshop needs to be held in April so that Council is informed and how to move forward.

Mayor Manning inquired to the letter received. Ms. Booker confirmed that there was a letter from the County Administrator. Mr. Cassel noted that it was sent via email to Council.

Mayor Manning acknowledged that he has not seen it. Ms. Booker noted that it should not be discussed now as council had not been briefed on the letter as it is a continued written response between the City Manager and Legal with County Staff for the presentation in April.

Public Comment accepted on item:

- Mr. Patric Paul – 16029 Whippoorwill Circle: Mr. Paul inquired if the road development will all be managed by Seminole Improvement District.

Mr. Cassel responded that ultimately all the infrastructure is operated and maintained by Seminole Improvement District.

Mr. Paul inquired about the planning and development of City Hall.

Mr. Cassel acknowledged that he is working on that in the budget process and is in discussions with the landowner to find an appropriate site for City Hall, as well as an appropriate site for Seminole Improvement District's location

Mr. Paul inquired about the Land Development Discussions with elections coming up and there being new Council Members if it will be once they are in place or prior to.

Ms. Booker explained that it will be a combination of both. The new Council will be provided the background information before a vote can be taken on the development agreement and will not be on the Council Agenda before April 13th for approval or consideration. Ms. Booker noted that City Staff still does not have a copy of the development agreement and there remains language, terms and conditions that still need to be worked out and resolved before it comes to Council for a vote.

- Ms. Ani Tapiero – 5991 Whippoorwill Circle: Ms. Tapiero explained that she looks forward to discussing this letter at the next meeting and questions, what that mean to the City. Ms. Tapiero also inquired to how this will benefit the City, the residents and owners of the homes in Westlake to have a developer's agreement that is for 30 years, that will freeze the Ordinance and the Code for 30 years. In summary what does it mean, why is it necessary and how does it benefit the city to commit to something for 30 years?

Mr. Cassel referred to Ms. Duhy for response on the benefit.

Ms. Duhy responded that she does not know that the duration of the agreement was spoken of and not sure how that was brought up, however it is a term that will have to be discussed. Ms. Duhy noted that there is an existing development order that is in place currently and is under Palm Beach County's Code. The Code that City staff has put in place does not currently govern the development, and that it does not have to as it was in place prior to incorporation, but it is the desire on both sides and the best interest to have the development occur under the code City staff has put into place. Ms. Duhy noted that it is in effort to transition from the County Code to the City Code.

Ms. Duhy explained that they are not asking for an additional unit, more intensity, changing any of the dedications or required improvements.

Ms. Duhy to address the question regarding the term explained that it is not an issue that has been decided and does not need to respond. Ms. Duhy further responded that in keeping the Code in place for a period noted that it is the concept of vesting which how they are proceeding with the Code that was in place and being done under the Development Agreement and borrows the concept that there could be change conditions and will add those conditions to address those items.

Ms. Booker added to the question regarding the term of the agreement, noted that it was in Ms. Duhy's prior PowerPoint Presentation that was provided to Council and that the questions raised on how it benefits the City and the residents are questions that staff will go through with the Applicant/Developer and once terms are agreed, noting that at times they will not be in agreement, the information will be presented to Council to provide input and direction to staff.

B. Palm Beach County Supervisor of Elections – March 2020 Municipal Election (City Clerk/City Attorney)

- Agreement for Vote Processing Equipment Use and Election Services

Ms. Booker introduced item identifying that an agreement was initially brought to City Council in November from the Supervisor of Elections to conduct the election services. Ms. Booker noted what was previously presented to Council was an agreement from the prior Supervisor of Elections and Ms. Link recently provided a revised agreement, noting that it is different, not just minor modifications; no substantial changes, much is formatting and the cost for election service are identified and Staff recommends approval of this agreement to move forward with the election on March 31, 2020.

Mayor Manning entertained any comments from Council, there being none called for a motion.

MOTION by Councilman Stanavitch to approve the Agreement for Vote Processing Equipment Use and Election Services, seconded by Phillip Everett.

UPON ROLL CALL:

Mayor Manning:	Yes
Councilman Stanavitch:	Yes
Councilwoman Crump:	Yes
Councilman Everett:	Yes
Vice Mayor Long-Robinson	Yes

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

Public Comment accepted on item:

- JohnPaul O'Connor – 15914 Rain Lilly Way: Requested clarification that with this agreement there is no service set up for mail-in ballots. He acknowledged that several residents have asked him, who are not going to be able to vote on the City Election Day, how they will be able to vote, and if there is some form of early voting and/or mail-in ballots. From what he understood early voting was not possible, but mail-in ballots would be possible and the information he received today from the Supervisor of Elections was that the City did not sign up for that service, possibly something of a cost issue and ask if it can be expounded.

Ms. Booker addressed the concern explaining that it was not a cost issue as to why the City did not do the vote-by mail ballots. When initially going through this process in November/December there were zero (0) individuals that were registered vote-by-mail and in need of re-advertising there was an update from the Supervisor of Elections there were three (3) residents that had registered for vote-by mail. Ms. Booker noted that it was physically impossible for the Supervisor of Elections to do the vote-by mail and get them back unless the election would be moved to June.

- Ms. Meredith Iwasz – 16011 Whippoorwill Circle: Inquired as to how these people should vote. If the original date of the election were kept they would have been able to have an early vote from now until the election, so now they are just limited to one day, in which a majority of residents work in Miami, and Miramar and cannot take a day off to stay home for election.

Ms. Booker explained that the vote-by mail was not an option and did not go with it the first time because there were no residents to vote-by mail and that sticking to the original dates and had the election on March 17th, at that point in time the information available identified no candidates registered for vote-by mail. When the date had to be changed to March 31st, Ms. Booker explained that she received an update that there were two (2) or three (3), not recalling the exact number of residents who have subsequently registered for vote-by mail. Ms. Booker note that it is too late to go back and change at this time.

Ms. Iwasz, further commented that this goes along with the lack of communication with staff and residents. She continued that these people assumed that an election [sic] would be held with an election and that residents were told three (3) different dates when a possible election would have been. Ms. Iwasz, stated that it should have been kept it where they would still have the same rights with the rest of electing. They should have had the option to be able to vote on a Saturday afternoon, a Sunday evening, after work. Ms. Iwasz expressed that the City is limiting the voting public because people cannot afford to take a day off of work to stay home a day when they have

an hour and half for work and that it is limiting everyone. Ms. Iwasz continued that she has three (3) neighbors that work down south, and they already expressed to her they would not get to vote. Ms. Iwasz stated that communication needs to open up. Further expressing that attempts were made to get everyone together in order to discuss things with the candidates and the City shut them down, adding that they were not allowed to use their public spaces. Further explaining, that six (6) people tried to get together and hold something for their people.

Mayor Manning inquired if it were a public forum.

Ms. Iwasz confirmed that it was a public forum, stating that residents had submitted questions and were drowned out by the HOA, being told they were not allowed to do these things. It was asked if they could use the Council Chamber space and were told no; they were told a fee would need to be paid in order to use some spaces, but then were told they weren't allowed to and then were told that another group would come in to town that do not live in the City and do not know what questions to ask. Ms. Iwasz stated that no one has spoken with them as to a community, the HOA does not speak to them as a community; there is a huge lack of communication with staff and the residents.

Vice Mayor Long-Robinson commented, explain that there was communication inquiring if staff wished to speak to the communication as it was discussed for the use of facilities and other items of that nature. Vice Mayor Long-Robinson did question the time residents would be allowed to come in for voting identifying voting began as early as 7:00 AM and open until 7:00 PM. Vice Mayor Long-Robinson identified that there were some answers that were provided, but further clarification can be provided for voting times.

Ms. Burgess addressed additional concerns, identifying that the election is March 31, 2020 and will be held as any other election that would have been held as a Municipal General Election and the time would be 7:00 AM to 7:00 PM. Ms. Burgess identified the location for the election is at Seminole Ridge and ballots would be provided just as if it were on the 17th, Ms. Burgess noted that the only difference that will be seen, is it will only be for the City of Westlake and there will not be any reference to the Presidential Preference Primary. Ms. Burgess also acknowledged that the ballots would go to the Supervisor of Elections and be counted as any other election. Ms. Burgess confirmed what Ms. Booker stated when attempting to hold the election in March as stated in the Charter, the City was left with March 31st and at that time there were no vote-by mail candidates. Ms. Burgess further stated that the public wanted a March election and that was the result.

Ms. Iwasz, from the audience, commented that there still is limiting of the voting right, because if they had been able to vote on the original election there would have been early election available, and they would have been able to vote in precincts and vote any time. Ms. Iwasz continued that they would be very few people turning out. Ms. Iwasz stated that if they had known about this in November or October more people would have signed up to mail in a vote.

Ms. Burgess explained that she cannot tell anyone to vote, as it is the residents responsibility and unfortunately at the time there were not any vote-by mail and that staff has worked diligently to

work with the SOE (Supervisor of Elections) residents, information has been published as best as staff can, it has been on the website, bulletin boards were purchased for Council Chambers and outside of Town Hall. Ms. Burgess, also added that public notices may also be provided to residents by signing up on the City Website and it has been asked of residents if there are any other methods to communicate with them to please contact the Clerk's office.

9. NEW BUSINESS

A. Educational Advisory Committee Discussion – (Vice Mayor Long Robinson/City Attorney)

- Draft Ordinance Creating an Education and Youth Advisory Board

Vice Mayor Long-Robinson introduced the item, explaining that one of her platforms while being in office has been education and trying to make sure the City of Westlake forms partnerships and relationships with those that service students. Vice Mayor Long-Robinson stated that it started in the City of Belle Glade, with adopting Lake Shore Middle School. Vice Mayor Long-Robinson acknowledged that Mr. Carter of Minto provides items for students that are returning to school.

Vice Mayor Long-Robinson recognized that there are individuals within the City that have a connection with the Palm Beach County School District and that she met with the Assistant Superintendent of Palm Beach County School District Carlene Millen met to brainstorm items that she and other educators within the City would like to see implemented and incorporated. Vice Mayor Long-Robinson noted that when the City began there were not any advisory boards and now that there is an attempt to build and form partnerships, she felt it apropos to implement an educational advisory board. Upon receiving an email from the principal at Acreage Pines Elementary, Vice Mayor Long-Robinson explained that she was invited out to tour the school and wanting to recognize those within the City and what they are doing, she identified Ms. Darline Karbowski, who also purchased in Westlake.

Vice Mayor Long-Robinson wishes to consider moving forward with the adoption of an educational advisory youth committee where assistance will be provided to schools and students within the area, with whatever needs they have. Vice Mayor Long-Robinson acknowledged that Ms. Karbowski has a total of 13 students that live in Westlake. Noting that Acreage Pines is not a Title I School, however 54% of the students are on free and reduced lunch, Vice Mayor Long-Robinson acknowledged that there are some needs at the school.

Vice Mayor Long-Robinson informed the public that lunch was provided to Seminole Ridge High School and that Ms. Booker went and explained the HAPPY program, acknowledging that education is very important and efforts are regularly made with Minto to get teachers in homes and continue with an "A" rated district.

Ms. Karbowski commented that she did reach out to Vice Mayor Long-Robinson and although Acreage Pines is not the boundary school for the City of Westlake, she identified that there is School Choice in Palm Beach County and all of the elementary schools offer great programs such as their offering of the Biomedical and Veterinary Choice Program and that may continue to Osceola Creek Middle for the Veterinary, on to Western Pines for the Medical, noting that there are several school choice options and that the public schools are offering great things and having

an educational advisory board to bring all of that together will help keep residents aware of what is available, keep the quality of public schooling high and also makes the marketability of the homes better because of efforts to work together

Ms. Karbowski also noted that it is not just one elementary school, but several that meet the needs of the residents, as Acreage Pines services the area's Voluntary Prekindergarten program and there are three (3) autistic units for ASD children that are not in the general education setting.

Vice Mayor Long-Robinson identified in Council packets includes the Ordinance and the details of the advisory board's role.

Ms. Booker added that the item is on the Agenda only for discussion, as there was no direction from Council to implement or adopt and requested any comments, suggestions, or changes and identify if this an item Council wishes to move forward and staff will bring forward for first and second reading at a future meeting.

- B. Palm Beach County Human Rights Council Discussion (Vice Mayor Long Robinson/City Attorney)
- Sample Ordinances enacting LGBT-inclusive civil rights

Vice Mayor Long-Robinson introduced the item, explaining that in December she attended a function hosted by Compass, an organization that deals with youth and young adults that are a part of the LGBTQ community and received an email in regards to considering the adoption of an ordinance similar to what other municipalities have enacted in Palm Beach County.

Vice Mayor Long-Robinson commented to the need of equal and inclusive rights and the protection of such rights and requests Council support and implement an Ordinance.

Ms. Booker explained that upon the City's incorporation, she received correspondence requesting the City adopt such an Ordinance, and at the time there were only five (5) residents and were getting the City up to speed and it is now before Council through meetings of the Vice Mayor and it should be noted that it is inline with the State and Federal laws on anti-discriminatory practices. Should Council be inclined to adopt, Ms. Booker said she would draft upon direction.

Vice Mayor Long-Robinson inquired as to a timeframe when this would be completed.

Mr. Cassel asked if we could receive feedback from Council.

Ms. Booker said we would get feedback from Council and it should be presented for the April 13th or May 11th Agenda.

10. CITY COUNCIL COMMENTS

Mayor Manning inquired if there were any additional comments from the Council.

Vice Mayor Long Robinson inquired to the status of the evaluation tool for staff.

Mr. Cassel explained it is about 95% ready to provide to Council, however due to technological difficulties, he must redraft and provide to Council in about 1.5 weeks to be discussed at the April meeting. Mr. Cassel also noted that the evaluation will be set up for next year's process as part of the budget process and the expectations for the direction of the City and at the same time will set up for the three Council Members to sit with the City Manager and the City Attorney on where they have been and should be going as part of the process.

Vice Mayor Long-Robinson to clarify, stated that she understood it be that Council would decide.

Mr. Cassel explained that during discussions he felt it would be appropriate to have an understating for both he and the attorney to know what is going on currently and as they proved the goals and expectations for the next year for the budget and have that all laid out together to work as a team.

Vice Mayor Long-Robinson restated that she understood it be that Council would decide what they wished to do.

Mr. Cassel said it is in his proposal that way and Council can provide feedback as the best they want to do it.

Mayor Manning called for any additional Council Comments.

Vice Mayor Long-Robinson inquired of the City Manager regarding adding members to the Planning and Zoning Board. As it currently sits, it is currently just Council, however it was discussed adding residents and with concerns of residents regarding transparency, it is time to consider residents to serve on the Planning and Zoning Board.

Mr. Cassel acknowledged discussions with the City Attorney and they are not opposed to such and if the Council wishes to add an additional individual to the Planning and Zoning Board, but it needs to come from the Council as a whole to say if hat process should be started and the he and he City Attorney can draft the necessary documents to comply.

Vice Mayor Long-Robinson inquired to when it needs to come from Council.

Mr. Cassel stated that it could be done now, if Council is all interested in adding another individual to the Planning and Zoning Board.

Vice Mayor Long-Robinson began to Make motion but identified there were discussions about two (2) instead of one (1) members on the Board, noting that there will still be three (3) Council members.

MOTION by Vice Mayor Long Robinson to make the recommendation for two (2) new people to the Planning and Zoning Board.

Further Discussion, on the total number of members on the Planning and Zoning Board. Mr. Cassel identified that the Board would consist of seven (7).

Vice Mayor Long-Robinson inquired if they would need to add one (1) or two (2).

Ms. Booker clarified that Council could approve one (1) member, and one (1) alternate member, in the event someone is absent, there would be an alternate present.

MOTION by Vice Mayor Long Robinson to make the recommendation to move forward with adding one (1) resident from Westlake and one (1) alternate to the Planning and Zoning Board.

Mayor Manning called for a second.

Councilwoman Crump inquired to how this would work financially, and whether it is a voluntary position.

Mr. Cassel confirmed that it is voluntary, no compensation.

Mayor Manning called for a second of the Motion.

MOTION seconded by Phillip Everett.

UPON ROLL CALL:

Councilman Stanavitch:	Yes
Councilwoman Crump:	Yes
Councilman Everett:	Yes
Vice Mayor Long-Robinson	Yes
Mayor Manning:	Yes

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

Vice Mayor Long-Robinson additionally inquired with respect to the evaluation and if a Motion is required.

Mr. Cassel confirmed that he has received direction from Council and will be presenting to Council and Council can provide recommendation on how to work through the process.

11. REPORT – STAFF

A. Palm Beach County Sheriff’s Office - City of Westlake (District 18) Monthly Report (Reference Only)

Mr. Cassel identified that included in the agenda packets is Palm Beach County Sheriff’s Office.

12. REPORT – CITY MANAGER

Mr. Cassel reported that staff attended the County’s meeting on COVID-19 on Friday and identified that the direction to follow would be that of the County Health Department, the County’s department for safety, which has mostly been geared to washing hands, staying away from sick individuals, if you feel sick stay home and using antiseptic hand wipes, etc.

Mr. Cassel also reported that the contractor on Seminole Pratt has paved the outside lanes and will be moving the traffic to the outside lanes and starting on the median strip this week.

Mr. Cassel reported that the 7-Elevens are progressing but are slow. Mr. Cassel noted that they (the applicant) had made some changes, and that the City has responded to all the applications and is now with the Applicant to move forward.

Ms. Burgess provided an update on the elections and the individuals that qualified. She informed the Council upon the requalification that ended on March 6th, nothing changed, there are still the same three (3) individuals that requalified submitting the proper paperwork.

Ms. Burgess identified that there will be a candidate forum that will be held March 16th at 6:30 PM in the Council Chambers. An additional reminder was provided that on March 17th is the Presidential Primary Election where voting will be held at Seminole Ridge High School. Ms. Burgess added that she would introduce the candidates, but they are not all present, but identified there is one (1) candidate for seat one that is unopposed and anticipate that individual will be sworn in at the April Meeting.

13. REPORT – CITY ATTORNEY

Ms. Booker reported that staff continues to meet with the developer's attorney to work through these other Codes to bring those back to Council as well as on the Development Agreement.

Ms. Booker also reported that there were two (2) closings for the HAPPY program, and as a result of speaking at Seminole Ridge High School, there have been a few inquiries.

14. PUBLIC COMMENTS

The floor was opened for audience comments:

- Ms. Wanda Paul – 16029 Whipoorwill Circle: Ms. Paul wished to speak regarding the Development Order acknowledged that she could address later or a one-on-one with Mr. Cassel. She also had a question regarding the Advisory Board, but believes it was already addressed and if Council is moving forward there are no further questions.
- Mr. JohnPaul O'Connor – 15914 Rain Lilly Way: Readdressing the election he added that he spoke with Sean Williams a manager with the Supervisor of Elections and that it would be impossible regarding the early voting, based on the time schedule with the 31st but stated he was adamant about it not being too late for mail-in ballots and asks that it just be confirmed with him and that Mr. Williams left Ms. Burgess a couple of messages today regarding factual data that is incorrect on the website regarding old statistics. He added that it is important to give everyone an opportunity to vote if they are not going to be present.

Ms. Booker responded that she would reach out to the Supervisor of Elections again, but noted that she is in charge of her office and that Ms. Link has communicated directly with her and upon checking with her IT staff and everyone else to make sure the City could have the election March 31st. Ms. Booker further confirmed that the Supervisor of Elections stated that it was impossible to do vote-by mail ballot. Ms. Booker will discuss with her again, but she has been told on multiple occasions as every possible option was explored to keep the election in March. Ms. Booker will reach out again and if there is a different answer it will be published on the website.

- Ms. Carlene Millen – 15934 Rain Lilly Way: For clarification, Ms. Millen inquired if there is a cap on the number of people that serve on the Planning and Zoning Committee.

Ms. Booker explained that there is no cap, and explained that most jurisdictions only have five (5) and that there are a few cities that are substantially larger that have seven (7), nine (9) or more members, but that is not typical and for the size of Westlake, believes five (5) is an appropriate number.

Ms. Millen further inquired that if five (5) is an appropriate number, if there was a reason why the City does not have a separate planning committee from those that sit on the City Council.

Ms. Booker explained that there were not enough residents to volunteer when initially created so the City Council sat as the Planning and Zoning Board members and if there are five (5) residents that are willing to volunteer, and noting it would be at the direction of Council, if the Council members on the Board should be replaced with residents in all five (5) positions. Ms. Booker noted that two (2) of the positions will be with residents in April, but any further changes to the make-up of that body would be by Council.

Ms. Millen asked if residents wanted to have a planning and zoning committee made up of the residents so that there is a separate committee versus having Council people serve on it, what would be that process.

Ms. Booker responded that it would be a request to the Council and if staff is provided with direction the rules would need to be amended that created the Planning and Zoning Board to identify the Board being made up of residents instead of Council and address how members are selected.

Ms. Millen, for clarification, confirmed that it is a matter of just recommending to Council.

Ms. Booker acknowledged that it is as staff takes direction from Council.

Ms. Millen would like to recommend that the City of Westlake have a Planning and Zoning Committee made up of the residents versus one (1) resident serve on the Planning and Zoning Committee that is made up of City Council who then votes on the same item.

Vice Mayor Long Robinson inquired if that would be another ordinance that would need to be drafted and if it would serve as an advisory board.

Ms. Booker confirmed that they are an advisory board and clarified that what is being requested is to change the composition of that Board from the City Council sitting as a Planning and Zoning Board to residents making application, having an evaluation process and the Planning and Zoning Board would then be composed of City residents. Ms. Booker acknowledged that is not the current structure and it would need to be rewritten for Council consideration and adoption to have some method by which those members are elected and appointed to the that Board. Ms. Booker clarified that of the five (5) there will be two residents and a Motion was made this evening to add one (1) more giving three residents, providing the reminder that there will be two (2) residents added as a result of the election.

Ms. Millen further inquired to the reason outside of there not being any residents within the City that it stayed that way since there were not any residents when initially started.

Mayor Manning responded that was correct.

- Ms. Ani Tapiero – 5991 Whippoorwill Circle: Ms. Tapiero requested additional clarification as there may be a conflict by having any Council Member, whether they are a resident or not, also be on the Board and that they should be two separate entities, and none of the Council Members serve on that Board, not having that conflict.

Mayor Manning explained that the way the City was incorporated that there was a necessity to have it structured this way up until now. Mayor Manning acknowledged that there are residents now, and now having one (1) and an alternate member and two new Council Members. Mayor Manning entertained the idea of having two separate entities allowing everyone to have their opinion.

Mr. Cassel agreed that staff will bring it back before Council based upon comments and move forward. Mr. Cassel suggested that Council may wish to restructure the Board incrementally after the placement of the two new Council Members and the appointment of the one (1) member and progress to a separate Board.

15. ADJOURNMENT

There being no further business, Mayor Manning adjourned the meeting at 8:03 PM.

Zoie P. Burgess, City Clerk

Roger Manning, Mayor

**MINUTES OF MEETING
CITY OF WESTLAKE
EMERGENCY CITY COUNCIL MEETING**

An EMERGENCY meeting of the City Council of the City of Westlake was held on Monday, March 30, 2020 at 6:00 PM., at the Westlake Community Center/Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida with City Council and City Administration physically present and publicly conducted via Communications Media Technology in accordance with the Governor’s Executive Order 2020-69, due to COVID-19 and the need to ensure public health, safety and welfare.

1. CALL TO ORDER

Mayor Manning called the meeting to order at 6:13 PM.

2. ROLL CALL

Present and constituting a quorum were: Roger Manning, Mayor; Katrina Long Robinson, Vice Mayor; John Stanavitch, Councilman; Kara Crump, Councilwoman; and Phillip Everett, Councilman.

Staff Members Present in Council Chambers: Kenneth Cassel, City Manager.

Staff Members Present via Communications Media Technology: Pam E. Booker, City Attorney; and, Zoie P. Burgess, City Clerk.

3. PLEDGE OF ALLEGIANCE

Mayor Manning led the Pledge of Allegiance.

4. ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor Manning asked if there were any additions, deletions or modifications to agenda as presented; hearing none, Mayor Manning called for a motion to approve.

MOTION by Vice Mayor Long Robinson to approve the Emergency agenda, seconded by Councilwoman Crump.

UPON ROLL CALL:

Councilwoman Crump:	Yes
Councilman Everett:	Yes
Vice Mayor Long-Robinson	Yes
Mayor Manning:	Yes
Councilman Stanavitch:	Yes

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

5. PUBLIC COMMENTS AND REQUESTS

Mayor Manning inquired if there were any public comments.

Ms. Burgess identified that there were no public comments.

There being no public comments, the next item followed.

6. EMERGENCY AGENDA

A. Consideration of a Proclamation Declaring a State of Local Emergency for the City of Westlake

Mr. Cassel read into record, by title only the Proclamation Declaring a State of Local Emergency:

A PROCLAMATION OF THE CITY OF WESTLAKE, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY DUE THE OUTBREAK OF COVID-19 ALSO KNOW AS CORONAVIRUS; PROVIDING THE CITY WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

Ms. Booker noted that the termination date of the Proclamation is May 8, 2020.

Mayor Manning called for any questions or comments.

There being no further discussion, the Mayor called for a Motion.

MOTION by Councilman Everett to approve Emergency Agenda 6 A. Consideration of a Proclamation Declaring A State of Local Emergency for the City of Westlake, seconded by Councilman Stanavitch.

UPON ROLL CALL:

Councilman Everett:	Yes
Vice Mayor Long-Robinson	Yes
Mayor Manning:	Yes
Councilman Stanavitch:	Yes
Councilwoman Crump:	Yes

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

B. Emergency Ordinance 2020-03

Mr. Cassel read into record, by title only Ordinance 2020-03:

AN EMERGENCY ORDINANCE OF THE CITY OF WESTLAKE, FLORIDA, AUTHORIZING THE CITY MANAGER TO MAKE PROVISIONS FOR ELECTRONIC ATTENDANCE BY ELECTED AND APPOINTED OFFICIALS AT

CITY MEETINGS DURING PERIODS OF A DECLARED PUBLIC HEALTH EMERGENCY; PROVIDING FOR PUBLIC PARTICIPATION BY TELEPHONIC OR ELECTRONIC MEANS; PROVIDING FOR AUTOMATIC DELAY OF FINALITY OF OFFICIAL ACTION PENDING PUBLIC COMMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Manning called for any questions or comments.

There being no further discussion, the Mayor called for a Motion.

Councilman Stanavitch inquired to the effective date.

Mr. Cassel confirmed that the effective date is immediate, and the termination date is May 8, 2020.

MOTION by Councilman Stanavitch to approve Emergency Ordinance 2020-03, seconded by Vice Mayor Manning Long Robinson.

UPON ROLL CALL:

Vice Mayor Long-Robinson	Yes
Mayor Manning:	Yes
Councilman Stanavitch:	Yes
Councilwoman Crump:	Yes
Councilman Everett:	Yes

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

7. PUBLIC COMMENTS

Mayor Manning inquired if there were any public comments.

Ms. Burgess identified that there were no public comments.

There being no public comments, the Mayor Manning inquired if there were nay further comments from Council.

Vice Mayor Long Robinson recognized staff for their efforts as she has been emailing and questioning several items and when she identified that other municipalities were conducting business electronically she reached out to City Administration to determine if we could make that happen for the safety of everyone.

Vice Mayor Long Robinson also thanked the City Manager for being on the Emergency Management calls and putting in extra hours.

Mayor Manning thanked staff for showing up for the meeting. Mayor Manning also thanked Councilman Stanavitch and Councilman Everett as tonight will be their last meeting.

No further comments, the next item followed.

8. ADJOURNMENT

There being no further business, Mayor Manning adjourned the meeting at 6:19 PM.

Zoie P. Burgess, City Clerk

Roger Manning, Mayor

**MINUTES OF MEETING
CITY OF WESTLAKE
WORKSHOP CITY COUNCIL MEETING**

A WORKSHOP meeting of the City Council of the City of Westlake was held on Monday, April 13, 2020 at 6:30 PM., via Communications Media Technology in accordance with the Governor's Executive Order 2020-69, due to COVID-19 and the need to ensure public health, safety and welfare.

As a preliminary matter, the City Clerk confirmed Council members and persons anticipated on the agenda were present and can hear. Council Members and Staff each were identified and upon confirmation, Ms. Burgess confirmed with Mayor Manning the meeting may begin.

1. CALL TO ORDER

Mayor Manning called the meeting to order at 6:30 PM.

Mayor Manning identified that the meeting is being conducted via Communications Media Technology, consistent with Governor Desantis' Executive Order 20-69 of March 20, 2020 due to the current State of Emergency throughout the State of Florida due to the outbreak of the novel Coronavirus, COVID-19.

Mayor Manning explained that in efforts to mitigate the and reduce risk of COVID-19 illness, it has been advised and directed by the State to suspend public gatherings, and as such, the Governor's Executive Order #20-69, suspends the requirement of the Sunshine Law to have all meetings in a specific public place and to require a quorum to be present in person.

Mayor Manning acknowledged that the Order, which may be located on the City's website, allows public bodies to utilize communications media technology to conduct its business. For this meeting, the City Council is convening by Webex with video and telephone conference capabilities as posted on the City's website, which identifies how the public may join and participate if they wish.

Mayor Manning instructed the City Clerk to provide additional information regarding the conduct of our meetings.

Ms. Burgess, provided the following details:

This meeting is being recorded, and that some attendees are participating by video conference. Participants are advised that people may be listening who do not provide comment, and those persons are not required to identify themselves.

Accordingly, please be aware that other attendees may be able to see you. Anything that you broadcast may be captured by the recording and will become a part of the public record.

All of the materials for this meeting are posted on the City's website with the Agenda. The materials may be found by visiting the City's website homepage and selecting agendas and minutes link and the corresponding pages to the meeting date.

Additional ground rules for effective and clear conduct of our business and to ensure accurate meeting minutes:

- The Mayor will introduce each item and speaker on the agenda at the appropriate time. After the speaker concludes their remarks, the City Clerk will go down the line of council members, inviting each by name to provide any comments or questions. Please hold your comments until your name is called.
- For any response, please wait until the Mayor yields the floor to you, state your name before speaking.
- For items with public comment or a public hearing, and during the courtesy of the public comments segment of the agenda. We will entertain public comment in accordance with the process and information posted on the City's website under COVID 19 Public Meetings which may be found on the City Clerks Page located on the departments link. Participants may visit this page to submit an electronic comment cards 24 hours prior to the meeting, participants may also initiate a comment at the appropriate time, by engaging the electronic option of raising their hand and being acknowledged by the clerk.
- Further, for all participants, council members, staff and the public, the City Clerk advised attendees to remember to remember to speak clearly and in a way that helps generate accurate minutes.

2. ROLL CALL

Present and constituting a quorum via Communications Media Technology were: Roger Manning, Mayor; Katrina Long Robinson, Vice Mayor; JohnPaul O'Connor, Councilman; Kara Crump, Councilwoman; and Patric Paul, Councilman.

Staff Members Present via Communications Media Technology: Kenneth Cassel, City Manager; Pam E. Booker, City Attorney; and, Zoie P. Burgess, City Clerk.

3. PLEDGE OF ALLEGIANCE

Mayor Manning led the Pledge of Allegiance.

4. WORKSHOP AGENDA

Mayor Manning acknowledged Mr. Cassel.

A. Public Meetings and the Electronic Process (City Manager)

Mr. Cassel thanked the City Clerk for her efforts in setting up the appropriate notices and ensure the electronic meeting functions. Mr. Cassel acknowledged that the WebEx platform will be utilized that is allowed in the Governor's Executive Order 20-69.

Mr. Cassel also thanked the City Council and the Public for understanding the necessity of conducting a Workshop to ensure and minimize any issues for the May 11, 2020 Regular Council

Meeting as there will be a number of items that will need continue to move forward for the development process.

B. Status of the City (City Manager)

Mayor Manning acknowledged Mr. Cassel.

Mr. Cassel identified items that the public may not be aware of in efforts to assist the reduction of community spread of the pandemic:

- The City Council passed and adopted a State of Emergency Proclamation.
- The City Council Passed Emergency Ordinance 2020-03 in accordance with the Governor's Order.
- With the Governor's Executive Order 20-68, the City Manager personally delivered each business a copy of the Order and discussed social distancing issues and the required separation within the restaurants.
- City Hall is closed to the public except for appointments, and has minimal staff working in the office and other staff working remotely.
- Staff worked with Minto to ensure the initial social distancing and the eventual closing of the Amenities Center.
- The Building Department continues to conduct inspections and utilizing electronic approvals in efforts to minimize the contact of contractors and the inspectors.
- Department head meetings are being conducted weekly by conference call to ensure applications are still being processed in a timely manner.
- The City has set up a COVID-19 section on the Website to provide the latest information to the residents and will continue to post the latest information from the County, State and FEMA as it becomes available.
- A City Facebook page has also been started to also provide additional information regarding COVID-19
- For the past 33 days, staff has participated in the daily Emergency Operations Center calls to provide information for unified County-wide response.
- The City Continues to support social distancing and stay safe, stay at home messaging, as well as utilization of face coverings as outlined in the latest County Order.

5. CITY COUNCIL COMMENTS

Mayor Manning entertained any Council comments.

Councilwoman Crump acknowledged City Staff for efforts and updates, as well as welcome the new Council Members.

Councilman O'Connor thanked everyone and expressed his gratitude for being on the City Council, representing the citizens of Westlake and looks forward to working with everyone.

Councilman Paul expressed his gratitude to being on the City Council and that he looks forward to working with everyone.

Vice Mayor Long Robinson welcomed Councilman O'Connor and Councilman Paul. Vice Mayor Robinson also expressed her concern that there was no Council participation in the Western Communities

Council conference calls and made the recommendation to Mr. Cassel to please inform all Council Members of the meeting and provide an update. Vice Mayor Long Robinson that at the last meeting, food and education resources were identified. Vice Mayor Long Robinson requested that at the next meeting that the new City Council be acknowledged.

Mayor Manning thanked staffed for providing updates.

Mayor Manning presented his concern regarding the budget, and requested staff prepare an amended budget and/or projection.

Mr. Cassel acknowledged the request and stated that he will be working through it and be able to present to Council what will be the financial impacts by the May meeting.

Mayor Manning identified that with plans for a City Hall he would like to see a budget to identify how that will be projected in the coming years.

6. CITY MANAGER COMMENTS

No additional comments.

7. CITY ATTORNEY COMMENTS

Ms. Booker acknowledged that staff continues to work together in processing applications, video training sessions with the new council members and testing new technology and continue to that for the upcoming meetings.

8. PUBLIC COMMENTS AND REQUESTS

Mayor Manning inquired if there were any public comments.

Ms. Burgess identified that there were no public comments.

There being no public comments, the next item followed.

9. ADJOURNMENT

There being no further business, Mayor Manning adjourned the meeting at 6:52 PM.

Zoie P. Burgess, City Clerk

Roger Manning, Mayor



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Steven Fowler, Accountant; Alan Baldwin, Accounting Manager
CC: Ken Cassel, City Manager
DATE: May 27, 2020
SUBJECT: April Financial Report

Please find attached the April 2020 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 is provided below. Should you have any questions or require additional information, please contact me at Steven.Fowler@inframark.com.

General Fund

- Total Revenues through April were approximately 61% of the annual budget. During this time approximately 100% of the FY2020 Ad Valorem Tax had been collected. The annual budget includes revenue from a funding agreement with Minto Community, LLC, actual receipts under which were less than anticipated during this time. Receipts from Planning and Zoning Fees were also less than anticipated. This was partially offset by higher than anticipated receipts from Engineering Permits, Building Permits and Other Building Permit Fee. The Other Building Permit Fee is the fee related to the FPL TUG program for construction electricity.
- Total Expenditures through April were approximately 54% of the annual budget. During this time actual expenditures for Engineering and Building were higher than anticipated.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through April were approximately 276% of the annual budget. \$1,500 per Single Family Residence building permit is paid into the Housing Assistance Program as a donation. The City received donations for the UHS ER, Christ Fellowship, 7-Eleven and P.B. County Tax Collector sites of \$61,448, \$19,470, \$14,500 and \$6,945, respectively.

City of Westlake

Financial Report

April 30, 2020



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City of Westlake

Financial Statements

April 30, 2020

Balance Sheet
April 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 919,147	\$ -	\$ 919,147
Assessments Receivable	8,645	-	8,645
Due From Other Gov'tl Units	70	-	70
Investments:			
Money Market Account	3,479	987,504	990,983
Deposits	641	-	641
Mortgages Receivable	-	107,696	107,696
TOTAL ASSETS	\$ 931,982	\$ 1,095,200	\$ 2,027,182
<u>LIABILITIES</u>			
Accounts Payable	\$ 259,151	\$ -	\$ 259,151
Accrued Expenses	125,904	-	125,904
DBPR surcharge	1,224	-	1,224
DCA surcharge	1,586	-	1,586
Due To Other Districts	4,784	-	4,784
Deferred Revenue-Developer Submittals (Minto)	59,817	-	59,817
TOTAL LIABILITIES	452,466	-	452,466
<u>FUND BALANCES</u>			
<i>Fund Balances</i>			
Nonspendable:			
Prepaid Items	641	-	641
Restricted for:			
Special Revenue	-	1,095,200	1,095,200
Unassigned:	478,875	-	478,875
TOTAL FUND BALANCES	\$ 479,516	\$ 1,095,200	\$ 1,574,716
TOTAL LIABILITIES & FUND BALANCES	\$ 931,982	\$ 1,095,200	\$ 2,027,182

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2020

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 22	\$ 22
Ad Valorem Taxes	557,948	557,948	560,058	2,110
Ad Valorem Taxes - Discounts	(22,318)	(22,318)	(20,656)	1,662
Local Option Gas Tax	100	75	97	22
FPL Franchise	138,100	80,558	55,626	(24,932)
Electricity	50,000	29,167	49,766	20,599
Water	69,400	40,483	12,275	(28,208)
Gas	10,400	6,067	8,411	2,344
Communication Services Taxes	30,000	17,500	7,191	(10,309)
Occupational Licenses	5,300	3,092	1,198	(1,894)
Building Permits	725,400	423,150	724,479	301,329
Reinspection Fees	10,000	5,833	12,000	6,167
Building Permits - Surcharge	1,800	1,050	1,473	423
Other Building Permit Fees	15,000	8,750	25,050	16,300
Building Permits - Admin Fee	57,100	33,308	69,635	36,327
Engineering Permits	175,400	102,317	436,380	334,063
Planning & Zoning Permits	241,700	140,992	33,298	(107,694)
Other Licenses, Fees & Permits	4,100	2,392	1,800	(592)
Local Govt .05c Sales Tax	2,400	-	-	-
Other Governmental Chrgs/Fees	-	-	360	360
Other Public Safety Chrgs/Fees	-	-	1,388	1,388
Garbage/Solid Waste Revenue	3,800	2,037	2,037	-
Penalties	-	-	13	13
Other Operating Revenues	-	-	1,650	1,650
Judgements and Fines	-	-	772	772
Interest - Tax Collector	-	-	111	111
Developer Contribution	1,958,270	1,468,702	475,000	(993,702)
Lien Search Fee	-	-	903	903
TOTAL REVENUES	4,033,900	2,901,103	2,460,337	(440,766)
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	204,000	119,000	114,200	4,800
FICA Taxes	15,600	9,100	8,736	364
ProfServ-Legislative Expense	24,000	-	-	-
Public Officials Insurance	3,900	3,500	3,500	-
Misc-Election Fee	-	-	360	(360)
Misc-Event Expense	75,000	-	-	-
Council Expenses	20,000	4,968	4,968	-
Total Legislative	342,500	136,568	131,764	4,804

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2020

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>City Manager</u>				
ProfServ-Info Technology	165,600	96,600	88,962	7,638
ProfServ-Compliance Service	50,000	-	-	-
ProfServ-Consultants	88,800	4,975	4,975	-
Contracts-Admin. Service	158,700	92,575	90,872	1,703
Contracts-City Manager	254,600	148,517	145,799	2,718
Telephone, Cable & Internet Service	23,100	13,475	12,668	807
Lease - Building	500	500	500	-
Insurance (Liab,Auto,Property)	4,000	3,620	3,620	-
Misc-Public Relations	50,000	1,244	1,244	-
General Government	47,900	278	278	-
Office Supplies	17,100	9,975	7,480	2,495
Cleaning Services	38,400	22,400	22,665	(265)
Dues, Licenses, Subscriptions	5,300	3,092	4,673	(1,581)
Cap Outlay - Office Computers	6,000	-	-	-
Total City Manager	910,000	397,251	383,736	13,515
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	18,200	4,664	4,664	-
Contracts-City Clerk	125,100	72,975	71,639	1,336
Postage and Freight	1,400	817	522	295
Lease - Copier	36,800	21,467	43,393	(21,926)
Printing	14,300	8,342	4,791	3,551
Legal Advertising	24,100	14,058	17,720	(3,662)
Miscellaneous Services	-	-	727	(727)
Total City Clerk	219,900	122,323	143,456	(21,133)
<u>Finance</u>				
Auditing Services	3,400	-	-	-
Contracts-Finance	92,700	54,075	53,144	931
Total Finance	96,100	54,075	53,144	931
<u>Legal Counsel</u>				
ProfServ-Legal Services	380,600	222,017	246,721	(24,704)
Total Legal Counsel	380,600	222,017	246,721	(24,704)
<u>Comprehensive Planning</u>				
ProfServ-Engineering	175,400	102,317	142,412	(40,095)
ProfServ-Planning/Zoning Board	241,700	140,992	127,553	13,439
ProfServ-Building Permits	725,400	423,150	521,223	(98,073)
Total Comprehensive Planning	1,142,500	666,459	791,188	(124,729)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2020

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Community Services</u>				
Contracts-Sheriff	677,000	394,917	379,167	15,750
R&M-Parks	50,000	-	-	-
R&M-Community Maintenance	26,700	15,575	15,575	-
Operating Supplies	15,000	8,750	6,121	2,629
Total Community Services	768,700	419,242	400,863	18,379
<u>Road and Street Facilities</u>				
Electricity - General	45,000	26,250	31,888	(5,638)
Total Road and Street Facilities	45,000	26,250	31,888	(5,638)
<u>Other Fees and Charges</u>				
Misc-Contingency	28,600	2,776	2,776	-
Total Other Fees and Charges	28,600	2,776	2,776	-
<u>Reserves</u>				
Reserve - Buildings	100,000	-	-	-
Total Reserves	100,000	-	-	-
TOTAL EXPENDITURES & RESERVES	4,033,900	2,046,961	2,185,536	(138,575)
Excess (deficiency) of revenues				
Over (under) expenditures	-	854,142	274,801	(579,341)
Net change in fund balance	\$ -	\$ 854,142	\$ 274,801	\$ (579,341)
FUND BALANCE, BEGINNING (OCT 1, 2019)	204,715	204,715	204,715	
FUND BALANCE, ENDING	\$ 204,715	\$ 1,058,857	\$ 479,516	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2020

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 5,465	\$ 5,465
Donations	150,000	87,500	408,363	320,863
TOTAL REVENUES	150,000	87,500	413,828	326,328
<u>EXPENDITURES</u>				
<u>Public Assistance</u>				
Misc-Admin Fee (%)	11,300	-	-	-
Assistance Program	138,700	-	-	-
Total Public Assistance	150,000	-	-	-
TOTAL EXPENDITURES	150,000	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	-	87,500	413,828	326,328
Net change in fund balance	\$ -	\$ 87,500	\$ 413,828	\$ 326,328
FUND BALANCE, BEGINNING (OCT 1, 2019)	681,372	681,372	681,372	
FUND BALANCE, ENDING	\$ 681,372	\$ 768,872	\$ 1,095,200	

City of Westlake

Supporting Schedules

April 30, 2020

Cash and Investment Report

*April 30, 2020***GENERAL FUND**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	n/a	\$919,147
Money Market	BankUnited	MMA	n/a	0.25%	\$3,479
				Subtotal	<u>\$922,626</u>

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	n/a	0.25%	\$987,504
				Subtotal	<u>\$987,504</u>
				Total	<u><u>\$1,910,129</u></u>

City of Westlake

Bank Reconciliation

Bank Account No. 0300 Bank United GF
 Statement No. 0420
 Statement Date 4/30/2020

G/L Balance (LCY)	919,146.69	Statement Balance	941,659.40
G/L Balance	919,146.69	Outstanding Deposits	49.62
Positive Adjustments	0.00		
	<hr/>		
Subtotal	919,146.69	Subtotal	941,709.02
Negative Adjustments	0.00	Outstanding Checks	22,562.33
	<hr/>	Differences	0.00
Ending G/L Balance	919,146.69	Ending Balance	919,146.69
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference	
Outstanding Checks							
3/26/2020	Payment	8199	FLORIDA ELECTIONS COMMISSION	360.00	0.00	360.00	
4/2/2020	Payment	8205	CENTRAL PALM BEACH COUNTY	1,000.00	0.00	1,000.00	
4/17/2020	Payment	8228	PAUL S. PATRIC	923.50	0.00	923.50	
4/30/2020	Payment	8233	NZ CONSULTANTS, INC.	17,327.50	0.00	17,327.50	
4/30/2020	Payment	8234	OFFICE DEPOT	114.33	0.00	114.33	
4/30/2020	Payment	8235	MILNER INC SERVICE	1,069.00	0.00	1,069.00	
4/30/2020	Payment	8236	A&J BUSINESS SOLUTIONS INC	1,650.00	0.00	1,650.00	
4/30/2020	Payment	8237	AT&T MOBILTY	118.00	0.00	118.00	
Total Outstanding Checks.....				22,562.33		22,562.33	
Outstanding Deposits							
4/29/2020		DEP01066	TRASH BIN PURCHASE	G/L Ac	49.62	0.00	49.62
Total Outstanding Deposits.....				49.62		49.62	

City of Westlake

Check Register

April 1-30, 2020

Payment Register by Fund
For the Period from 4/1/2020 to 4/30/2020
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	8200	04/02/20	LAW OFFICES OF PAM E. BOOKER, ESQ	2020-4	4/2020 LEGAL SERVICE	ProfServ-Legal Services	531023-51401	\$34,506.62
001	8201	04/02/20	CHEN MOORE & ASSOCIATES, INC.	0000138062	PROFESSIONAL SERVICE 2/1-2/29/2020	ProfServ-Engineering	531013-51501	\$10,851.41
001	8202	04/02/20	OFFICE DEPOT	457008381001	MISC OFFICE SUPPLIES	Office Supplies	551002-51306	\$50.94
001	8202	04/02/20	OFFICE DEPOT	457008382001	COUGHDRUPS	Office Supplies	551002-51306	\$18.89
001	8203	04/02/20	PBC SHERIFF'S OFFICE	65198	4/2020 LAW ENFORCEMENT	Contracts-Sheriff	534100-52902	\$54,166.67
001	8204	04/02/20	MARK L. DUBOIS	18268	PROFESSIONAL SERVICE 3/2020	ProfServ-Consultants	531075-51306	\$450.00
001	8205	04/02/20	CENTRAL PALM BEACH COUNTY	116354	5/2020 RENEWAL	Dues, Licenses, Subscriptions	554020-51306	\$1,000.00
001	8206	04/02/20	TOTER, LLC	65654178	100 48 GAL.TRASH BINS	Operating Supplies	552025-52902	\$4,913.30
001	8207	04/02/20	AVATARA PARTNERS LLC	8928	4/2020 CLOUD SERVICE	ProServ-Info Technology	531020-51306	\$4,912.92
001	8207	04/02/20	AVATARA PARTNERS LLC	8928	4/2020 CLOUD SERVICE	Due from Other Districts	133500	\$1,565.08
001	8208	04/02/20	NETONE TECHNOLOGIES, INC	8255	4/2020 PPD BLOCK PLUS MAR OVERAGE	ProServ-Info Technology	531020-51306	\$1,477.50
001	8209	04/02/20	MILNER INC LEASE	67427460	CUST# 25535166 3/15-4/14/2020	Lease-Copier	544008-51307	\$851.20
001	8209	04/02/20	MILNER INC LEASE	67427460	CUST# 25535166 3/15-4/14/2020	Due from Other Districts	133500	\$212.80
001	8210	04/02/20	GATEHOUSE WEST PALM BCH	35857-032020	NOTICE OF CANVASSING BOARD MEETING 3/22-3/31	Legal Advertising	548002-51307	\$161.68
001	8211	04/08/20	T-MOBILE USA, INC.	63851-032120	ACCT# 955763851 2/21-3/20	Telephone, Cable and Internet Services	541016-51306	\$228.15
001	8212	04/08/20	NZ CONSULTANTS, INC.	WES-41	PROFESSIONAL PLANNING & ZONING 2/2020	ProfServ-Planning/Zoning Board	531032-51501	\$16,757.50
001	8213	04/08/20	OFFICE DEPOT	465935609001	OFFICE SUPPLIES	Office Supplies	551002-51306	\$97.92
001	8214	04/08/20	PBC FINANCE DEPARTMENT	03312020	3/2020 IMPACT FEES	Other Current Liabilities	229000	\$155,633.63
001	8215	04/08/20	FED EX	6-966-59235	SERVICE FOR 3/12/2020	Postage and Freight	541006-51307	\$56.61
001	8216	04/08/20	FLORIDA TECHNICAL CONSULTANTS	875	10-WESTLAKE 10 PROJECT MANAGER	ProServ-Info Technology	531020-51306	\$6,012.50
001	8217	04/08/20	FLORIDA VENDORS ASSOCIATION	1245	MAIN OFFICE STEAM CLEAN 3/22/2020	Cleaning Services	551008-51306	\$287.50
001	8217	04/08/20	FLORIDA VENDORS ASSOCIATION	1250	MISC CLEANING SUPPLIES	Office Supplies	551002-51306	\$315.06
001	8217	04/08/20	FLORIDA VENDORS ASSOCIATION	1244	BACK OFFICE/CHAMBERS CLEANING 3/6-3/27/2020	Cleaning Services	551008-51306	\$2,340.00
001	8217	04/08/20	FLORIDA VENDORS ASSOCIATION	1242	MAIN OFFICE CLEANING 3/6-3/27/2020	Cleaning Services	551008-51306	\$600.00
001	8218	04/08/20	ADVANCED DISPOSAL	AD1312020	ADVANCED DISPOSAL FEES FOR 3/2020	Garbage/Solid Waste Revenue	343400	\$5,988.28
001	8219	04/16/20	NOVA ENGINEERING AND	0219164	PROFESSIONAL SERVICE 2/23-3/28/2020	ProfServ-Building Permits	531091-51501	\$90,095.00
001	8220	04/16/20	ECKLER ENGINEERING, INC.	20057	STATION 22 PLAN REVIEW 2/26-3/25/2020	ProfServ-Engineering	531013-51501	\$450.00
001	8221	04/16/20	MARK L. DUBOIS	18270	PROFESSIONAL SERVICE 3/30-4/9/2020	ProfServ-Consultants	531075-51306	\$350.00
001	8222	04/16/20	A&J BUSINESS SOLUTIONS INC	040720	LOT 47R MEADOWS DBL PAYMENT OF TUG FEE	Other Building Permit Fees	322111	\$150.00
001	8222	04/16/20	A&J BUSINESS SOLUTIONS INC	TLAKE-041320	REFUND LOT 260R TUG FEE WRONG LOT ORDERED	Other Building Permit Fees	322111	\$150.00
001	8223	04/16/20	ONSOLVE	INV54661812521	ANNUAL SUBSCRIPTION-EMERG.COMM.(CLERK)	Subscriptions and Memberships	554001-51306	\$1,500.00
001	8229	04/22/20	SEMINOLE IMPROVEMENT DISTRICT	TLAKE-041520	STREETLIGHT ELECTRIC MAINT PERSONNEL REIMB	Due to Other Districts	206500	\$2,062.86
001	8231	04/23/20	A&J BUSINESS SOLUTIONS INC	TLAKE-041520	LOT 150R DUPLICATE TUG FEE	Other Building Permit Fees	322111	\$150.00
001	8232	04/23/20	INFRAMARK, LLC	50622	4/2020 MANAGEMENT FEES	Contracts-City Manager	534381-51306	\$21,216.67
001	8232	04/23/20	INFRAMARK, LLC	50622	4/2020 MANAGEMENT FEES	Postage and Freight	541006-51307	\$17.80
001	8232	04/23/20	INFRAMARK, LLC	50622	4/2020 MANAGEMENT FEES	ProfServ-Web Site Maintenance	531094-51307	\$377.67
001	8232	04/23/20	INFRAMARK, LLC	50622	4/2020 MANAGEMENT FEES	Contracts-Admin Service	534375-51306	\$13,225.00
001	8232	04/23/20	INFRAMARK, LLC	50622	4/2020 MANAGEMENT FEES	Contracts-City Clerk	534379-51307	\$10,425.00
001	8232	04/23/20	INFRAMARK, LLC	50622	4/2020 MANAGEMENT FEES	Contracts-Finance	534376-51308	\$7,725.00
001	8233	04/30/20	NZ CONSULTANTS, INC.	WES-42	PROFESSIONAL PLANNING & ZONING 3/2020	ProfServ-Planning/Zoning Board	531032-51501	\$17,327.50
001	8234	04/30/20	OFFICE DEPOT	474476955001	OFFICE SUPPLIES	Office Supplies	551002-51306	\$88.56
001	8234	04/30/20	OFFICE DEPOT	474477127001	CUPS	Office Supplies	551002-51306	\$17.38

Payment Register by Fund
For the Period from 4/1/2020 to 4/30/2020
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	8234	04/30/20	OFFICE DEPOT	465935609002	TISSUE	Office Supplies	551002-51306	\$8.39
001	8235	04/30/20	MILNER INC SERVICE	67576700	COPIER LEASE 4/1-4/30/200	Lease-Copier	544008-51307	\$855.20
001	8235	04/30/20	MILNER INC SERVICE	67576700	COPIER LEASE 4/1-4/30/200	Due to Other Districts	206500	\$213.80
001	8236	04/30/20	A&J BUSINESS SOLUTIONS INC	042020	LOT 11R MEADOWS HOUSE NOT READY FOR TUG	Other Building Permit Fees	322111	\$150.00
001	8237	04/30/20	AT&T MOBILITY	287298217522	7522-IPADS(4) 4/2-5/1 (BUILDING)	Telephone, Cable and Internet Services	541016-51306	\$118.00
001	DD384	04/17/20	COMCAST	74953-032620 ACH	ACCT# 8535 11 407 0674953 3/30-4/29/2020	Telephone, Cable and Internet Services	541016-51306	\$250.05
001	DD385	04/17/20	COMCAST	74961-032620 ACH	ACCT# 8535 11 407 0674961 3/30-4/29/2020	Telephone, Cable and Internet Services	541016-51306	\$406.46
001	DD386	04/13/20	COMCAST	04132020-3484 ACH	ACCT# 8535 11 407 0673484 3/26-4/25/2020	Telephone, Cable and Internet Services	541016-51306	\$509.41
001	DD390	04/18/20	FPL	04072020-89127 ACH	ACCT# 61367-89127 3/6-4/7/2020	Electricity-General	543006-54101	\$81.66
001	DD391	04/18/20	FPL	04072020-99121 ACH	ACCT# 09796-99121 3/6-4/7/2020	Electricity-General	543006-54101	\$86.20
001	DD392	04/27/20	COMCAST	76842-040620	ACCT# 8535 11 407 0676842 4/10-5/9/2020	Telephone, Cable and Internet Services	541016-51306	\$385.22
001	DD393	04/22/20	DBPR/BCAIB	042220-ACH	SURCHARGES	DBPR Surcharge	202115	\$2,563.33
001	DD393	04/22/20	DBPR/BCAIB	042220-ACH	SURCHARGES	DCA Surcharge	202117	\$3,772.56
001	DD400	04/06/20	CARD SERVICES CENTER ACH	0968-031020	CATERING;LODGING;MISC EXP 2/6-3/1/2020	GOVERNMENT CTR PARKING	549109-51306	\$5.00
001	DD400	04/06/20	CARD SERVICES CENTER ACH	0968-031020	CATERING;LODGING;MISC EXP 2/6-3/1/2020	LODGING(2)-FLORIDA DAYS	549170-51101	\$468.00
001	DD400	04/06/20	CARD SERVICES CENTER ACH	0968-031020	CATERING;LODGING;MISC EXP 2/6-3/1/2020	PUBLIX	551002-51306	\$25.67
001	DD400	04/06/20	CARD SERVICES CENTER ACH	0968-031020	CATERING;LODGING;MISC EXP 2/6-3/1/2020	AMAZON PRIME	554020-51306	\$13.09
001	DD400	04/06/20	CARD SERVICES CENTER ACH	0968-031020	CATERING;LODGING;MISC EXP 2/6-3/1/2020	LUNCH FOR SRHS TEACHERS	549170-51101	\$1,445.00
001	DD400	04/06/20	CARD SERVICES CENTER ACH	0968-031020	CATERING;LODGING;MISC EXP 2/6-3/1/2020	PALM BEACH POST	554020-51306	\$67.93
001	DD400	04/06/20	CARD SERVICES CENTER ACH	0968-031020	CATERING;LODGING;MISC EXP 2/6-3/1/2020	J2 EFAX SERVICES	554020-51306	\$16.95
001	DD400	04/06/20	CARD SERVICES CENTER ACH	CM0968-031020	OVER PAID INVOICE 0943-020720 PAID CHECK ACH	Office Supplies	551002-51306	\$27.90
001	DD400	04/06/20	CARD SERVICES CENTER ACH	CM0968-031020	OVER PAID INVOICE 0943-020720 PAID CHECK ACH	General Government	549109-51306	(\$75.00)
001	DD400	04/06/20	CARD SERVICES CENTER ACH	CM0968-031020	OVER PAID INVOICE 0943-020720 PAID CHECK ACH	Council Expenses	549170-51101	(\$450.00)
001	DD400	04/06/20	CARD SERVICES CENTER ACH	CM0968-031020	OVER PAID INVOICE 0943-020720 PAID CHECK ACH	Dues, Licenses, Subscriptions	554020-51306	(\$13.09)
001	DD400	04/06/20	CARD SERVICES CENTER ACH	CM0968-031020	OVER PAID INVOICE 0943-020720 PAID CHECK ACH	Office Supplies	551002-51306	(\$31.98)
001	DD400	04/06/20	CARD SERVICES CENTER ACH	CM0968-031020	OVER PAID INVOICE 0943-020720 PAID CHECK ACH	Office Supplies	551002-51306	(\$41.99)
001	DD400	04/06/20	CARD SERVICES CENTER ACH	CM0968-031020	OVER PAID INVOICE 0943-020720 PAID CHECK ACH	Dues, Licenses, Subscriptions	554020-51306	(\$56.43)
001	DD387	04/13/20	KARA S. CRUMP	PAYROLL	April 13, 2020 Payroll Posting			\$2,784.77
001	DD388	04/13/20	KATRINA L. LONG	PAYROLL	April 13, 2020 Payroll Posting			\$2,784.77
001	DD389	04/13/20	ROGER B MANNING	PAYROLL	April 13, 2020 Payroll Posting			\$2,826.27
001	8227	04/17/20	JOHN PAUL O'CONNOR	PAYROLL	April 17, 2020 Payroll Posting			\$923.50
001	8228	04/17/20	PAUL S. PATRIC	PAYROLL	April 17, 2020 Payroll Posting			\$923.50
Fund Total								\$489,828.74

SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM - 101

101	8236	04/30/20	A&J BUSINESS SOLUTIONS INC	TLAKE-041720	LOT 90Q HAMMOCKS. DBL PAYMENT OF HAPPY FEE	Donations	366030	\$1,500.00
Fund Total								\$1,500.00

Total Checks Paid **\$491,328.74**



Meeting Agenda Item Coversheet

MEETING DATE:		May 11, 2020	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Ordinance 2020-05 Education and Youth Advisory Board		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve		
SUMMARY and/or JUSTIFICATION:		Vice-Mayor Long-Robinson believes educational excellence through cooperative partnerships with the local business community, professionals within the community and school board educator's will strongly benefit the residents and citizens of the City.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		ORDINANCE:	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>		A ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CREATING AN EDUCATION AND YOUTH ADVISORY BOARD; ESTABLISHING THE PURPOSE AND SETTING FORTH THE DUTIES OF BOARD MEMBERS; TO ESTABLISH CRITERIA FOR THE BOARD COMPOSITION AND APPOINTMENT; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):				\$

ORDINANCE 2020-05

A ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CREATING AN EDUCATION AND YOUTH ADVISORY BOARD; ESTABLISHING THE PURPOSE AND SETTING FORTH THE DUTIES OF BOARD MEMBERS; TO ESTABLISH CRITERIA FOR THE BOARD COMPOSITION AND APPOINTMENT; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Westlake deems it in the best interest of the City to establish an Education and Youth Advisory Board; and

WHEREAS, the City of Westlake believes in educational excellence through cooperative partnerships with the local business community, professionals within the community and school board educator's; and

WHEREAS, the City of Westlake believes strong community partnership will enhance the educational opportunities for the students and residents in the schools located within the jurisdictional boundaries for the City; and

WHEREAS, the positive relationship building and creation of educational opportunities will promote and facility success among the students enrolled in schools within the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AS FOLLOWS:

Section 1: Purpose. The City Council for the City of Westlake, hereby creates and establishes an Education and Youth Advisory Board whose mission and purpose is to:

- (a) Serve as a liaison group between the City of Westlake, the Palm Beach County School District (the "School District"), and all public and charter schools which are located within the City in order to improve and enhance communication between all parties.
- (b) To promote and provide public awareness for programs, opportunities, and initiatives of public and charter schools located within the City.
- (c) To recognize and promote accomplishments of students, administrators, public schools and charter schools located within the City.
- (d) Monitor School District activities and report on those impacting the City as needed. Schools located outside of the City of Westlake at which residents of Westlake are zoned shall be within the Education Advisory Board's scope or purview.

Section 2. Composition, Terms Appointments; Liaison and Vacancy.

(1) **Compositions:** The Education and Youth Advisory Board shall consist of three (3) regular members, and one (1) alternate member. Initially, each member shall be appointed for a period of three (3) years, and one (1) alternate member shall be appointed for a period of two (2) years. Thereafter, all appointments shall be for a two (2) year period.

(2) **Appointments:** The City Council shall make appointments at the first regular meeting in April each year after initial appointments are made. All members shall serve without

compensation, and at the pleasure of the City Council. The City Council retains the right to remove Board Members for any reason including, but not limited to, Board Members becoming ineligible to serve due to failure to maintain all necessary qualifications as set forth in Section 3 below.

(3) **Liaison:** One (1) Councilmember shall serve as liaison, but shall have no voting power. Additionally, a student from Seminole Ridge High School may serve as liaison, but shall have no voting power. The liaisons are not members of the Board and but the Councilmember liaison may be counted in determining if a quorum is present.

(4) **Vacancy:** Vacancies on the board shall be filled by the City Council in the same manner as original appointments. Vacancies shall occur on account of a Board Member's death, resignation, removal, disability, or failure to maintain qualifications as set forth in Section 4 below. Any member appointed to serve in lieu of any member on account of a vacancy shall serve only for the unexpired term of such member, but shall thereafter be eligible for reappointment.

Section 3. Duties.

The Education Advisory Board shall act as a fact-finding and advisory board on the following issues and on such other issues as are, from time to time, designated by the City Council:

(1) **School Showcases:** Facilitate and oversee showcases and informational sessions for public and charter schools located within the City. Showcases and informational sessions are an opportunity for Board Members to interact with schools, their staff and their students. Showcases and informational sessions also provide public awareness for programs, opportunities, and initiatives occurring at public and charter schools located within the City. The Board shall have the opportunity to invite school officials and staff to attend such showcases and informational sessions.

(2) **Chair's Initiative:** At the organizational meeting in August each year, the Chair shall introduce a Chair's Initiative. The Chair's Initiative shall be developed by the Chair and shall be implemented during regular Board meetings over the course of the year. The Chair's Initiative shall be designed to provide the City Council and City residents with additional information about issues that impact public and charter schools within the City. Such additional information may be presented to the Board through presentations, guest speakers, or other communications. Such initiatives shall not require the use of City staff time or other City resources outside of the regularly scheduled Board meetings.

(3) **Program Development:** Development of programs that promote Development of child and youth advocacy programs to enhance relationships with caring adults. Programs may include recruiting volunteers to assist students before, during and after school. Programming to benefit the children and youth of the community by involving parents, the business community, civic and neighborhood organizations.

(4) **Incentives:** Development of incentives and enhancements which encourage the development of safe places, including improved playgrounds at or near local schools and structured activities during non-school hours.

- (5) **Communication Initiatives:** Developing strategies for communicating with the School Board of Palm Beach County and its staff, advising the City Council as to the activities of the Board, and other federal, state and local legislative bodies which affect the needs of students, within the City. Identification and dissemination of information on local, county, state and federal programs that provide beneficial services to children and their families.
- (6) **Program Implementation:** Contacting community groups and businesses within the geographical boundaries of the City of Westlake for professional skills, materials, financial or education support for the schools and with the purpose of implementing programs at local schools that benefit students from Pre- K through grades 12 and vocational schools.
- (7) **Legislative Action:** Developing recommendations to the City Council for forwarding to the School Board of Palm Beach County regarding actions which may be taken in support of schools with respect to proposed legislation at the state level.
- (8) **School Safety:** Coordinating with the local police department to improve safety for students before, during and after school and developing public relations that highlight successful programs.

Section 4. Qualifications. Board Members shall meet the following qualifications at the time of their appointment and throughout the course of their service in order to be eligible to serve:

- (1) Board Members shall be City residents.
- (2) Board Members shall have a background in education and experience in the field of education; be a member of a parent teacher organization, parent teacher association, school advisory council, or other similar organization associated with or sponsored by the School District, or a public or charter school located within the County; or be a parent/legal guardian of a child currently enrolled in a County public or charter school.
- (3) Any member of the board may be removed for cause in accordance with state law. The City Council shall promptly fill any vacancy.
- (4) At the organizational meeting of the board a chairperson and vice-chairperson shall be selected by majority vote of the board. The chairperson and vice-chairperson shall be selected annually at the May meeting of the board.
- (5) Should a Board Member fail to maintain these qualifications for service at any time, then that Board Member shall be disqualified from serving and shall either resign immediately or be subject to removal. Additionally, Board Members shall not use Board meetings or their titles as Board Members to promote, advocate for, or advertise their outside employer or business.

Section 5. Meetings; Organization; and Procedures.

- (1) **Meetings.** The Board shall meet regularly, on a quarterly basis, or more frequently if necessary for the transaction of business. All meetings of the Board shall be open to the public, and minutes of each meeting shall be recorded by the Board Secretary or an appointee of the Chair. Whenever possible, meetings of the Board shall be attended by the City Council member appointed as liaison to the Board.
- (2) **Officers.** At the organizational meeting each year, the Board shall elect a chair and vice chair from its regular members; a recording secretary shall either be provided by

the City or shall be elected by the Board. A chair shall not serve consecutive terms, but may serve more than one (1) non-consecutive term. The Board may prepare written reports to Council. The Council liaison shall present the Board's reports and informational updates to the City Council on an as-needed basis.

- (3) **Quorum and Voting.** A quorum shall consist of two (2) regular members present for the transaction of business. The Board may not conduct business other than to adjourn absent a quorum. Each voting member shall have one (1) vote on every issue submitted to a vote of the Board. The decision of a majority of the voting members present at a meeting at which a quorum is present shall constitute the official action of the Board.
- (4) **Rules of Procedure.** All meetings of the Board shall be conducted substantially in conformance with Robert's Rules of Order. The Board is further subject to such rules of procedure and public participation adopted by the City Council and made applicable to the Board. Board Members are subject to the Sunshine Law and the Public Records Law.

Section 6. 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 7. Codification: It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance entitled "**Education and Youth Advisory Board**" shall become and be made a part of the Code of Ordinances for the City of Westlake, Florida and the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions, and the word "ordinance" shall be changed to "section" or other appropriate word.

Section 8. Effective Date: This ordinance shall become effective upon second reading.

PASSED AND APPROVED on First Reading on _____ of May, 2020.

PASSED AND APPROVED by City Council for the City of Westlake, on this 8th day of June, 2020.

City of Westlake
Roger Manning, Mayor

Zoie Burges, City Clerk

Approved as to Form and Sufficiency
Pam E. Booker, City Attorney



Meeting Agenda Item Coversheet

MEETING DATE:		June 8, 2020	Submitted By: LEGAL	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		ORDINANCE 2020-06 - WESTLAKE CIVIL RIGHTS ORDINANCE ACT		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve Ordinance 2020-06 Westlake Civil Rights Ordinance Act		
SUMMARY and/or JUSTIFICATION:		<p>The proposed ordinance includes language for the protections of individuals for sexual orientation and gender identity, in addition to the protections provided in Florida Statutes chapter 760, entitled Florida Civil Rights Act of 1992, and Florida Statutes 509, which prevents discrimination in lodging and restaurants. The sexual orientation and gender identity are also in addition to the protections provided for in Title VII of the Civil Rights Act, and subsequent amendments thereto.</p> <p>This follows several requests from retired Judge Rand Hoch to the City Attorney Pam Booker and Vice-Mayor Katrina Long-Robinson to adopt the proposed civil rights ordinance. A representative will speak on the request for this item.</p>		
SELECT, if applicable		AGREEMENT:		BUDGET:
		STAFF REPORT:		PROCLAMATION:
		EXHIBIT(S):		OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		<u>Agenda Item Cover Sheet</u>		
SELECT, if applicable		RESOLUTION:	ORDINANCE:	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)*

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, TO BE ENTITLED "WESTLAKE CIVIL RIGHTS ORDINANCE ACT"; PROVIDING FOR NON-DISCRIMINATION WITHIN THE CITY AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE CITY WESTLAKE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERALABILITY, AND PROVIDING AN EFFECTIVE DATE.

FISCAL IMPACT *(if any):*

\$

ORDINANCE NO 2020-06

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, TO BE ENTITLED “WESTLAKE CIVIL RIGHTS ORDINANCE;” PROVIDING FOR NON-DISCRIMINATION WITHIN THE CITY AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE CITY WESTLAKE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERALABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01 Florida Statutes, as amended, provides that the City Council may adopt ordinances and resolutions as may be necessary to the exercise of their powers; and

WHEREAS, Section 125.01 Florida Statutes, as amended, authorizes the City Council to provide and maintain for the citizens of the City, standards which will ensure their health, wealth, and well-being; and

WHEREAS, explicit federal statutory protections currently address discrimination on the basis of race, color, national origin, sex, disability, but not sexual orientation or gender identity; and

WHEREAS, education regarding Lesbian, Gay, Bisexual and Transgender (“LGBTQ”) issues increases understanding and cultivates acceptance of and respect for the LGBTQ community; and

WHEREAS, the City Council seeks to create a policy of non-discrimination called “Westlake Civil Rights Ordinance; ” and

WHEREAS, the City Council finds that creating a non-discrimination policy is in the best interest of the citizens and residents of City of Westlake.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY FOR THE CITY OF WESTLAKE, FLORIDA, as follows:

Section 1: Purpose.

The Westlake City Council desires to secure for its citizens freedom from discrimination because of race, color, religion, sex, national origin, age, disability, familial status, pregnancy, marital status, genetic information, sexual orientation or gender identity or expression, and thereby to protect their interest in personal dignity; to make available to the City their full productive capacities; to secure the City against domestic strife and unrest; to preserve the public safety, health and general welfare; and to promote the interests, rights and privileges of individuals within the City. The City Council also desires to adopt an ordinance which is consistent with federal, state and local laws and which affords its citizens a clear channel of access to remedies in the case of alleged discrimination, to wit, the Equal Employment Opportunity Commission, the Florida Commission on Human Relations and the Palm Beach County Office of Equal Opportunity.

Section 2. Adoption of Westlake Civil Rights Act.

The Florida Civil Rights Act of 1992, Chapter 760, Sections 760.01 through 760.11 and section 509.092; Florida’s Fair Housing Act, Chapter 760, Sections 760.20 through 760.37; the Palm Beach County Equal Employment Ordinance, Chapter 2, Article VI, Division 1, Sections 2-251 through 2-313 (as amended); and the Palm Beach County Ordinance for Equal Opportunity to Housing and Places of Public Accommodation, Chapter 15, Article III, Sections 15-36 through 15-67 (as amended) are collectively adopted by reference as the Westlake Civil Rights Ordinance, subject to and including by reference such amendments, corrections and additions as shall occur therein or as may appear in this Chapter.

Section 3. The above recitals are true and correct and are incorporated herein by this reference.

Section 4. The City Council for the City of Westlake hereby approves the “Westlake Civil Rights Ordinance.”

Section 5. This Ordinance shall take effect upon its adoption on second reading.

PASSED AND APPROVED on first reading by City Council for the City of Westlake, on this 11th day of May 2020.

Published on this _____ day of _____, 2020, in the Palm Beach Post.

PASSED AND APPROVED on second reading by City Council for the City of Westlake, on this 8th day of June 2020.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

Approved as to form and Sufficiency

Pam E. Booker, City Attorney



Meeting Agenda Item Coversheet

MEETING DATE:		June 8, 2020	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Final Plat For Sky Cove Phase 1 B		
STAFF RECOMMENDATION: (MOTION READY)		Approve, Deny or Approve with Conditions		
SUMMARY and/or JUSTIFICATION:		The City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. The application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Memorandum re Open Space Tract #10 Resolution Plat Legal Description Boundary Survey Approval Letter			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR SKY COVE PHASE 1 B, LOCATED BY METES AND BOUNDS BEING DESCRIBED AS A PARCEL ON LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

MEMORANDUM

To: Mayor Roger Manning
City Council Members

From: Pam E. Booker, Esq.

Date: May 19, 2020

Ref: Sky Cove Phase 1 B Plat

I have reviewed the Sky Cove Phase 1 B Plat, dated March 30, 2020, and offer the following comment based upon individual conversations with the City Council members seeking direction for compliance with the existing Development Order and plat, which are pending for approval.

Florida Statutes 177.091(16) requires the location of proposed easements must be shown on the plat and their intended uses shall be clearly stated. On the face of the plat, the Rural Parkway Easement language should be incorporated as follows: "The Rural Parkway Easements (R.P.E.) as shown hereon are hereby dedicated to the City of Westlake, a Florida municipal corporation, its successors and assigns for public purposes. The Rural Parkway Easement (R.P.E.) is the perpetual maintenance obligation of the Seminole Improvement District, an Independent Special District of the State of Florida, its successors and assigns."

The Development Order, conditions 34 through 36 call for the Rural Parkway Easement (R.P.E.) to be placed on the property prior to November 1, 2020. We are ahead of that schedule. However, the plat is now before the City Council for consideration and the 50' R.P.E. is designated as O.S.T. #10, and the dedication is to SID without any reference that the R.P.E. is for public purposes.

Should you have any questions or need any additional information please do not hesitate to contact me.

RESOLUTION 2020-

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR SKY COVE - PHASE 1 B, LOCATED BY METES AND BOUNDS BEING DESCRIBED AS A PARCEL ON LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Minto PBLH, LLC, A Florida Limited Liability Company, as the Applicant has requested approval for Sky Cove - Phase 1 B, located by metes and bounds being described as a parcel on land lying in Sections 1 and 12, Township 43 South, Range 40 East, in the City of Westlake, Palm Beach County, Florida, as described In Exhibit "A" containing approximately 17.923, attached hereto; and

WHEREAS, the City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071; and

WHEREAS, the application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177; and

WHEREAS, the Building staff, Engineering staff and Planning staff for the City of Westlake have reviewed the application, the final plat and the boundary survey, and the collective staff has recommended approval; and

WHEREAS, after careful review and consideration, the collective staff has determined that this application has complied with the Palm Beach County Unified Land Development Codes and Florida law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, THAT:

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

Section 2: The City Council for the City of Westlake hereby approves the final plat and boundary survey for the Sky Cove - Phase 1 B, as described in the attached Exhibit "A", containing approximately 17.923 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.

Section 3. The applicant shall provide a certified copy of the recorded plat and the applicant shall cover the costs of recording the plat in the public records in and for Palm Beach County Florida.

Section 4: This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on first reading by City Council for the City of Westlake, on this 8th day of June 2020.

PUBLISHED on this ____ day of May, 2020 in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
Pam E. Booker, City Attorney

SKY COVE - PHASE 1 B

A SUBDIVISION IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AS SHOWN ON PLAT MAP, SKY COVE - PHASE 1A, PLAT BOOK 128, PAGES 129 THROUGH 137, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

MORTGAGEE, LENDER AND CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS INSTRUMENT AND THE RECORDATION OF THIS INSTRUMENT SHALL BE A VALID AND EFFECTIVE MORTGAGE IN PALM BEACH COUNTY, FLORIDA, AND SHALL BE SUBORDINATED TO THE MORTGAGE SHOWN HEREON, MADE BY ITS SENIOR VICE PRESIDENT, THIS DAY OF _____, 2020.

WITNESS _____ BY: _____ PRESIDENT OR VICE PRESIDENT

WITNESS _____ PRINT NAME: _____

PRINT NAME: _____

ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT WAS KNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE VERIFICATION, THIS DAY OF _____, 20____, BY _____ AS PRESIDENT (VICE-PRESIDENT) FOR TD BANK, N.A., A NATIONAL BANKING ASSOCIATION, BEHALF OF THE ASSOCIATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PROVIDED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES _____ SIGNATURE _____

(PRINT NAME) - MARY PUBLIC

BY: _____ CITY MANAGER, RIGER WANNING

CITY OF WESTLAKE APPROVAL

THIS CERTIFIES THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE BY A RESOLUTION OF THE CITY COUNCIL, DATED _____, 20____, AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH SEC. 177.07(2), F.S., AND HAS BEEN REVIEWED BY _____ ATTNEY - _____ CITY MANAGER, KEN CASSEL

DATE: _____

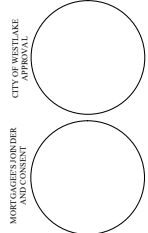
TITLE CERTIFICATION

STATE OF FLORIDA COUNTY OF _____ WE, FOUNDERS TITLE, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE INSTRUMENT DESCRIBED HEREON IS A VALID AND EFFECTIVE INSTRUMENT AS TO THE INTERESTS OF RECORD IN SKY COVE, LLC, THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT TAXES HAVE BEEN PAID, AND THAT THE INSTRUMENT IS NOT SUBJECT TO ANY OTHER TAXES OR SPECIAL ASSESSMENTS OF RECORD NOR OTHERWISE IDENTIFIED BY LAW, AND THAT THERE ARE NO ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: _____ HARRY BINSIE, PRESIDENT, FOUNDER'S TITLE

AREA LABELLED (IN ACRES)	AREA LABELLED (IN ACRES)
SINGLE FAMILY LOTS (71 LOTS)	11.359
ROADWAY TRACT (TRACT A)	3.440
OPEN SPACE TRACT #9	0.440
OPEN SPACE TRACT #10	0.440
OPEN SPACE TRACT #11	0.653
OPEN SPACE TRACT #12	0.096
OPEN SPACE TRACT #13	0.088
OPEN SPACE TRACT #14	0.088
TOTAL ACRES, MORE OR LESS:	17.223

- REMARKS/NOTES**
- BEAMAN'S REFERENCE MONUMENTS ARE SHOWN THUS: ■ = 1/2" BRASS DISK STAMPED "TRM 18759" SET IN A 4"x4"x3/4" CONCRETE MONUMENT, AND DISK STAMPED "PEP 18758". ■ = 1/2" BRASS DISK STAMPED "TRM 18758" SET IN A 4"x4"x3/4" CONCRETE MONUMENT, AND DISK STAMPED "PEP 18758". (UNLESS OTHERWISE NOTED)
 - BEAMAN'S MONUMENTS ARE SHOWN THUS: ■ = 1/2" BRASS DISK STAMPED "TRM 18759" SET IN A 4"x4"x3/4" CONCRETE MONUMENT, AND DISK STAMPED "PEP 18758". (UNLESS OTHERWISE NOTED)
 - BEAMAN'S MONUMENTS ARE SHOWN THUS: ■ = 1/2" BRASS DISK STAMPED "TRM 18759" SET IN A 4"x4"x3/4" CONCRETE MONUMENT, AND DISK STAMPED "PEP 18758". (UNLESS OTHERWISE NOTED)
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 - BEAMAN'S MONUMENTS ARE SHOWN THUS: ■ = 1/2" BRASS DISK STAMPED "TRM 18759" SET IN A 4"x4"x3/4" CONCRETE MONUMENT, AND DISK STAMPED "PEP 18758". (UNLESS OTHERWISE NOTED)

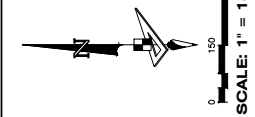


CITY OF WESTLAKE PROPERTY

MORTGAGEE LENDER AND CONSENT

SKY COVE - PHASE 1 B

A SUBDIVISION IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPEAT OF TRACT "M", SKY COVE - PHASE 1 A, PLAT BOOK 128, PAGES 129 THROUGH 137, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



BASIS OF BEARINGS
 BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPEAT OF TRACT "M", SKY COVE - PHASE 1 A, PLAT BOOK 128, PAGES 129 THROUGH 137, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAMP BASE OF BEARINGS BEING THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - 90).

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPEAT OF TRACT "M", SKY COVE - PHASE 1 A, PLAT BOOK 128, PAGES 129 THROUGH 137, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAMP BASE OF BEARINGS BEING THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - 90).

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS FOR THE FOLLOWING INFORMATION: LABELING AND DIMENSIONING.

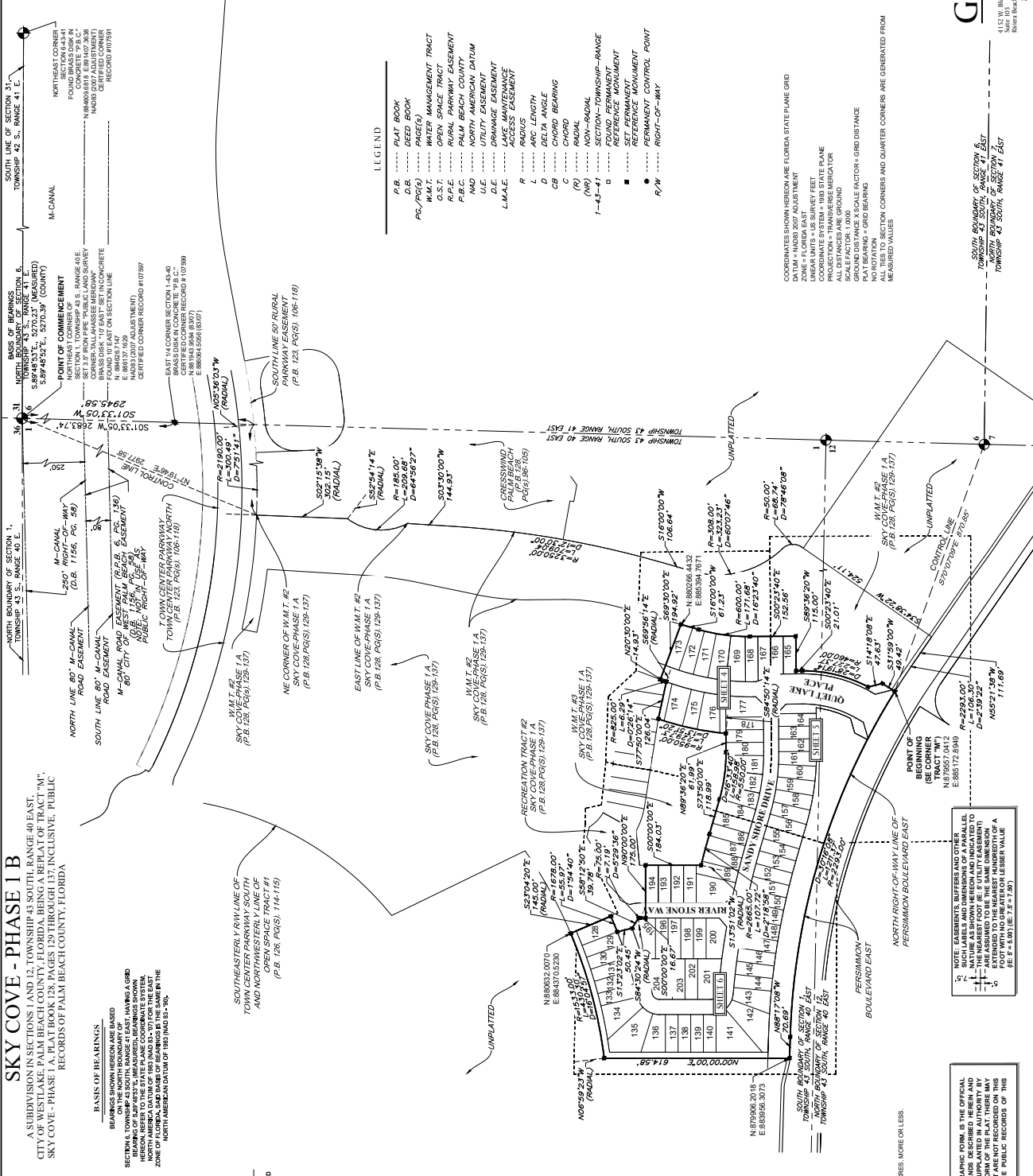
LEGEND

P.B.	.....	PLAT BOOK
D.B.	.....	DEED BOOK
W.M.T.	.....	WATER MANAGEMENT TRACT
O.S.T.	.....	OPEN SPACE TRACT
R.F.E.	.....	RURAL PARKWAY EASEMENT
P.B.C.	.....	PALM BEACH COUNTY
NAD	.....	NORTH AMERICAN DATUM
I.T.E.	.....	UTILITY EASEMENT
D.	.....	DRIVEWAY
L.M.A.E.	.....	LAKE MAINTENANCE ACCESS EASEMENT
R	.....	RADIUS
D	.....	DELTA ANGLE
CB	.....	CHORD BEARING
C	.....	CHORD
(R)	.....	RADIAL
(NR)	.....	NON-RADIAL
1-43-41	.....	SECTION-TOWNSHIP-RANGE
■	.....	SET PERMANENT MONUMENT
●	.....	REMANENT CONTROL POINT
R/W	.....	RIGHT-OF-WAY

COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID
 DATUM = NAD83 2017 ADJUSTMENT
 ZONE = FLORIDA EAST
 PROJECTION SYSTEM = 1983 STATE PLANE
 PROJECTION = TRANSVERSE MERCATOR
 SCALE FACTOR = 1.000
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 NO ROTATION
 ALL TIES TO SECTION CORNERS AND QUARTER CORNERS ARE GENERATED FROM MEASURED VALUES

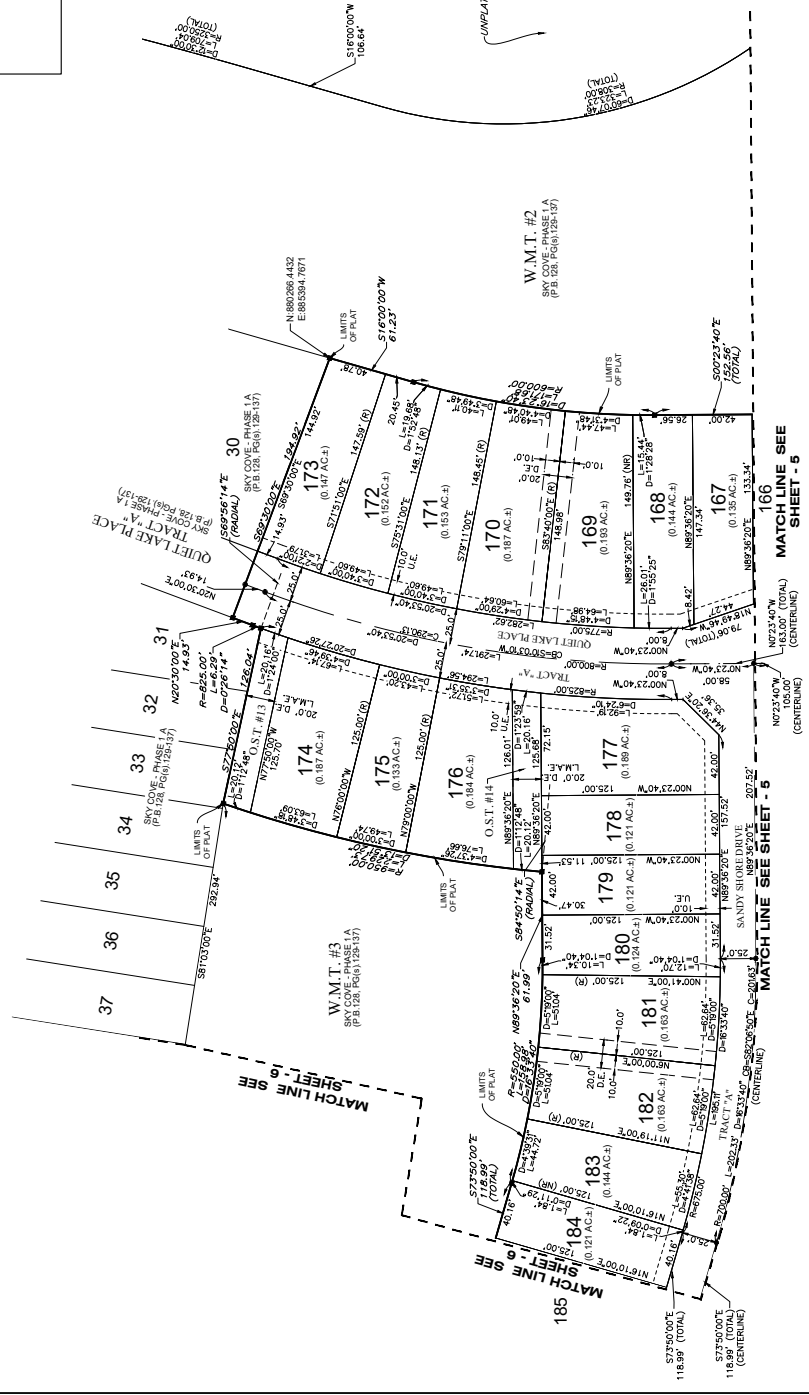
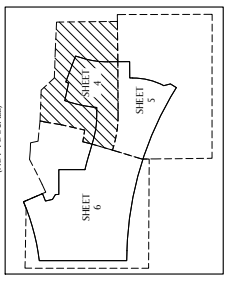
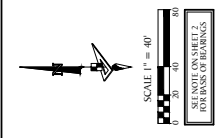
NOTES:
 1. THIS PARCEL CONTAINS 180 ACRES, MORE OR LESS.
 2. NOTE: EASEMENTS, BUFFERS AND OTHER FEATURES AS SHOWN HEREON AND INDICATED TO BE ASSUMED TO BE THE SAME DIMENSION EXPANDED TO THE NEAREST HUNDREDTH OF A FOOT (0.01'). THIS INFORMATION IS FOR INFORMATION ONLY. (SEE E-5100 (REV. 7-7-81))

NOTES:
 THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND SHALL BE CONSIDERED THE TRUE AND CORRECT DEPICTION. ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT, INCLUDING BUT NOT LIMITED TO, PRINTED OR ELECTRONIC, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



SKY COVE - PHASE 1 B

A SUBDIVISION IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT "M", SKY COVE - PHASE 1 A, PLAT BOOK 128, PAGES 129 THROUGH 137, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

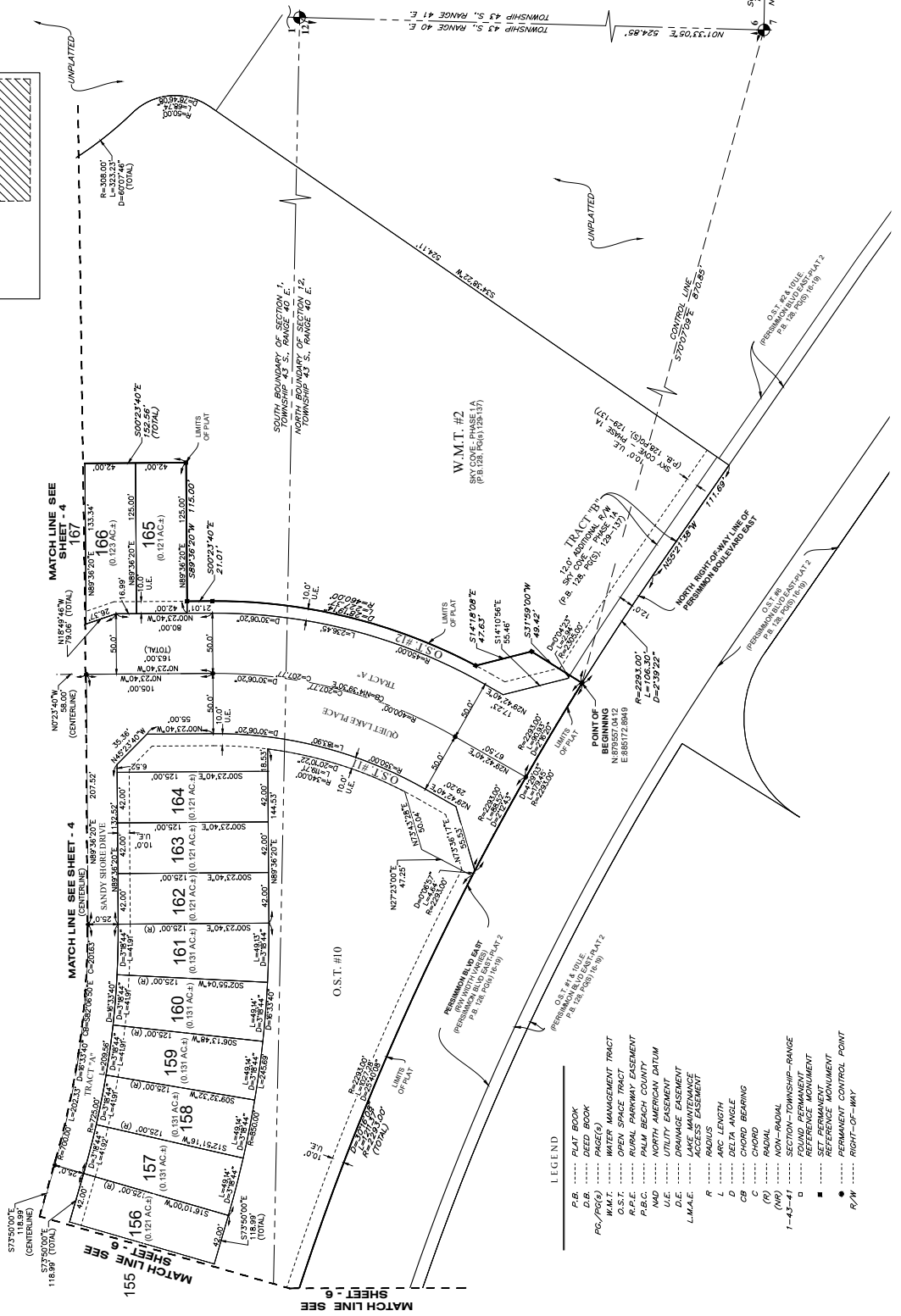
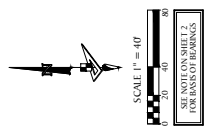
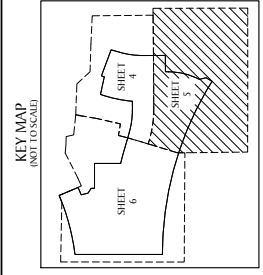


LEGEND

- A.B. PLAT BOOK
- D.B. DEED BOOK
- W.M.T. WATER MANAGEMENT TRACT
- O.S.T. OPEN SPACE TRACT
- R.P.E. RURAL PARKWAY EASEMENT
- P.B.C. PALM BEACH COUNTY
- NAD NORTH AMERICAN DATUM
- D.E. DEED EASEMENT
- L.M.A.L.E. LAKE MAINTENANCE ACCESS EASEMENT
- R RADIUS
- L LENGTH
- D DELTA ANGLE
- CB CHORD BEARING
- C CHORD
- (R) RADIAL
- (NR) NON-RADIAL
- 1-43-41 SECTION-TOWNSHIP-RANGE REFERENCE MOVEMENT
- S SET PERMANENT MONUMENT
- REFERENCE MONUMENT
- REFERENCE CONTROL POINT
- R/W RIGHT-OF-WAY

SKY COVE - PHASE 1 B

A SUBDIVISION IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT "M", SKY COVE - PHASE 1 A, PLAT BOOK 128, PAGES 129 THROUGH 137, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



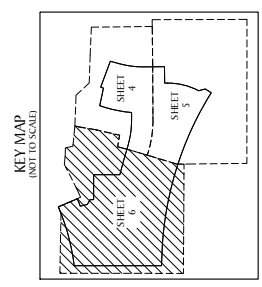
- LEGEND**
- P.B. PLAT BOOK
 - D.B. DEED BOOK
 - PG./PG(s) PAGE(S)
 - W.M.T. WATER MANAGEMENT TRACT
 - G.S.T. GREY SPACE TRACT
 - U.E. UTILITY EASEMENT
 - N.A.D. NORTH AMERICAN DATUM
 - L.E. LOT EASEMENT
 - D.E. DRAINAGE EASEMENT
 - L.M.A.E. LIMITED AREA EASEMENT
 - R RADIUS
 - L ARC LENGTH
 - D DELTA ANGLE
 - CB CHORD BEARING
 - CP CHORD POINT
 - (P) PERMANENT
 - (NP) NON-RADIAL
 - 1-43-41 SECTION-TOWNSHIP-RANGE
 - FOUN. PERM. FOUNDATION PERMIT
 - SET PERM. SETBACK PERMIT
 - REF. MON. REFERENCE MONUMENT
 - PERM. CONTROL POINT
 - R/W RIGHT-OF-WAY

SKY COVE - PHASE 1 B

A SUBDIVISION IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT "M", SKY COVE - PHASE 1A, BEING A REPLAT OF TRACT "M", BEING A REPLAT OF RECORDS OF PALM BEACH COUNTY, FLORIDA.



SCALE 1" = 40'
 SEE NOTE ON SHEETS AS TO HOW TO USE THIS SCALE



LEGEND

- P.B. PLAT BOOK
- D.B. DEED BOOK
- P.C./P.G. PAGE(S)
- W.M.T. WATER MANAGEMENT TRACT
- O.S.T. OPEN SPACE TRACT
- R.P.E. RURAL PARKWAY EASEMENT
- P.A.D. PARKWAY DEDICATION
- N.A.D. NORTH AMERICAN DATUM
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.M.A.E. LAKE MAINTENANCE EASEMENT
- R. RADIUS
- L. ARC LENGTH
- D. DELTA ANGLE
- CB. CHORD BEARING
- C. CHORD
- (R). RADIAL
- (N.P.). NON-RADIAL
- 1-43-41 SECTION-TOWNSHIP-RANGE
- FOUND PERMANENT REFERENCE MONUMENT
- PERMANENT MONUMENT
- PERMANENT CONTROL POINT
- R/W. RIGHT-OF-WAY

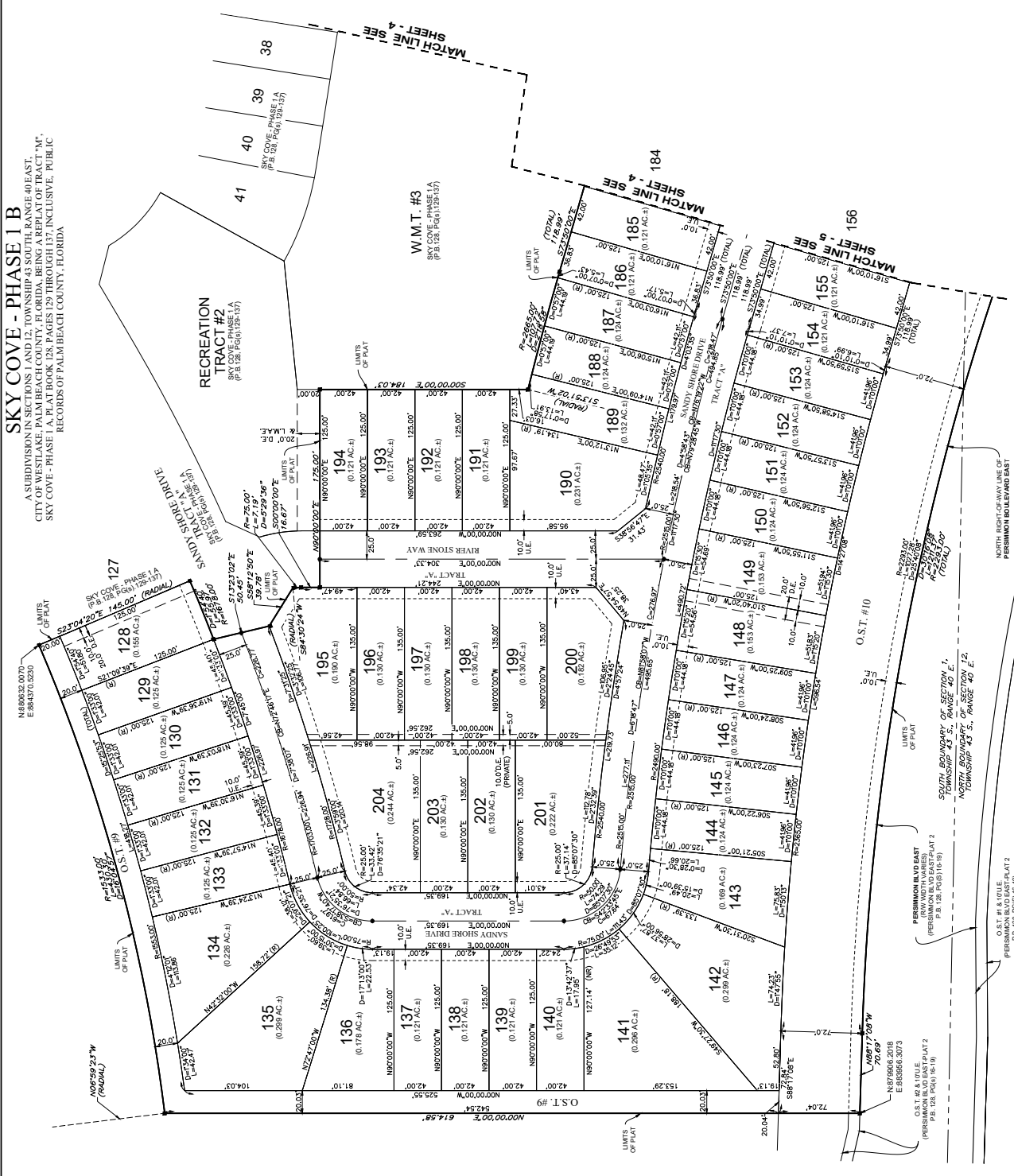


Exhibit 'A'
Sky Cove Phase 1 B
Legal Description

A PARCEL ON LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S.01°33'05"W. ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 2945.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE 50.0 FOOT RURAL PARKWAY EASEMENT AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY NORTH, AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 2190.00 FEET AND A RADIAL BEARING OF N.05°36'03"W. AT SAID INTERSECTION; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID 50.0 FOOT RURAL PARKWAY EASEMENT AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°51'41", A DISTANCE OF 300.49 FEET TO A RADIAL INTERSECTION AND THE NORTHEAST CORNER OF WATER MANAGEMENT TRACT #2, AS SHOWN ON THE PLAT OF SKY COVE - PHASE I, AS RECORDED IN PLAT BOOK ___, PAGES ___ THROUGH ___, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID WATER MANAGEMENT TRACT #2, FOR THE FOLLOWING EIGHT (8) COURSES: 1) S.02°15'38"W. RADIAL TO SAID CURVE, A DISTANCE OF 302.15 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 185.00 FEET AND A RADIAL BEARING OF S.52°54'14"E. AT SAID INTERSECTION; 2) THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°56'27", A DISTANCE OF 209.68 FEET TO A NON-TANGENT INTERSECTION; 3) THENCE S.03°30'00"W., A DISTANCE OF 144.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 3250.00 FEET; 4) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°30'00", A DISTANCE OF 709.04 FEET TO THE POINT OF TANGENCY; 5) THENCE S.16°00'00"W., A DISTANCE OF 106.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 308.00 FEET; 6) THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°07'46", A DISTANCE OF 323.23 FEET TO A REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 50.00 FEET; 7) THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°46'08", A DISTANCE OF 68.74 FEET TO THE POINT OF TANGENCY; 8) THENCE S.34°38'22"W., A DISTANCE OF 524.11 FEET TO A POINT ON THE FUTURE NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD EAST AS SHOWN ON THE PLAT OF PERSIMMON BOULEVARD EAST - PHASE II, AS RECORDED IN PLAT BOOK ___, PAGES ___ THROUGH ___, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.55°21'38"W. ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 111.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 2293.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°39'22", A DISTANCE OF 106.30 FEET TO THE SOUTHEAST CORNER OF TRACT "M", AS SHOWN ON THE PLAT OF SKY COVE - PHASE I, AS RECORDED IN PLAT BOOK ___, PAGES ___ THROUGH ___, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG THE BOUNDARY OF SAID TRACT "M" AND SAID NORTH RIGHT-OF-WAY LINE, ALSO THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

30°16'08", A DISTANCE OF 1211.37 FEET TO THE POINT OF TANGENCY; THENCE N.88°17'08"W. ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 70.69 FEET; THENCE N.00°00'00"E., A DISTANCE OF 614.58 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 1533.00 FEET AND A RADIAL BEARING OF N.06°59'23"W. AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°04'57", A DISTANCE OF 430.30 FEET TO A NON-TANGENT INTERSECTION; THENCE S.23°04'20"E., A DISTANCE OF 145.00 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWESTERLY WITH A RADIUS OF 1678.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'40", A DISTANCE OF 55.97 FEET TO A NON-TANGENT INTERSECTION; THENCE S.13°23'02"E., A DISTANCE OF 50.45 FEET; THENCE S.58°12'50"E., A DISTANCE OF 39.78 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WESTERLY WITH A RADIUS OF 75.00 FEET AND A RADIAL BEARING OF S.84°30'24"W. AT SAID INTERSECTION; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°29'36", A DISTANCE OF 7.19 FEET TO THE POINT OF TANGENCY; THENCE S.00°00'00"E., A DISTANCE OF 16.67 FEET; THENCE N.90°00'00"E., A DISTANCE OF 175.00 FEET; THENCE S.00°00'00"E., A DISTANCE OF 184.03 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHERLY WITH A RADIUS OF 2665.00 FEET AND A RADIAL BEARING OF S.13°51'02"W. AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°18'58", A DISTANCE OF 107.72 FEET TO A NON-TANGENT INTERSECTION; THENCE S.73°50'00"E., A DISTANCE OF 118.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 550.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°33'40", A DISTANCE OF 158.98 FEET TO THE POINT OF TANGENCY; THENCE N.89°36'20"E., A DISTANCE OF 61.99 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EASTERLY WITH A RADIUS OF 950.00 FEET AND A RADIAL BEARING OF S.84°50'14"E. AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°51'20", A DISTANCE OF 229.73 FEET TO A NON-TANGENT INTERSECTION; THENCE S.77°50'00"E., A DISTANCE OF 126.04 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE EASTERLY WITH A RADIUS OF 825.00 FEET AND A RADIAL BEARING OF S.69°56'14"E. AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'14", A DISTANCE OF 6.29 FEET TO THE POINT OF TANGENCY; THENCE N.20°30'00"E., A DISTANCE OF 14.93 FEET; THENCE S.69°30'00"E., A DISTANCE OF 194.92 FEET; THENCE S.16°00'00"W., A DISTANCE OF 61.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 600.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°23'40", A DISTANCE OF 171.68 FEET TO THE POINT OF TANGENCY; THENCE S.00°23'40"E., A DISTANCE OF 152.56 FEET; THENCE S.89°36'20"W., A DISTANCE OF 115.00 FEET; THENCE S.00°23'40"E., A DISTANCE OF 21.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 460.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°19'14", A DISTANCE OF 227.37 FEET; THENCE S.14°18'08"E., A DISTANCE OF 47.63 FEET; THENCE S.31°59'00"W., A DISTANCE OF 49.42 FEET TO THE POINT OF BEGINNING.

CONTAINING: 780,732 SQUARE FEET OR 17.923 ACRES MORE OR LESS.

Geopoint, Inc.
 1123 West Palm Beach Blvd., Suite 200
 West Palm Beach, FL 33411
 Phone: (561) 444-2720
 Fax: (561) 444-2720
 www.geopointinc.com

**BOUNDARY SURVEY
 WESTLAKE - SKY COVE - PHASE II**

No.	Date	Revision
1	12/11/17	Original
2	01/11/18	Revised
3	02/11/18	Revised
4	03/11/18	Revised
5	04/11/18	Revised
6	05/11/18	Revised
7	06/11/18	Revised
8	07/11/18	Revised
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243	02/11/38	Revised
244	03/11/38	Revised
245	04/11/38	Revised
246	05/11/38	Revised
247	06/11/38	Revised
248	07/11/38	Revised
249	08/11/38	Revised
250	09/11/38	Revised
251	10/11/38	Revised
252	11/11/38	Revised
253	12/11/38	Revised
254	01/11/39	Revised
255	02/11/39	Revised
256	03/11/39	Revised
257	04/11/39	Revised
258	05/11/39	Revised
259	06/11/39	Revised
260	07/11/39	Revised
261	08/11/39	Revised
262	09/11/39	Revised
263	10/11/39	Revised
264	11/11/39	Revised
265	12/11/39	Revised
266	01/11/40	Revised
267	02/11/40	Revised
268	03/11/40	Revised
269	04/11/40	Revised
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271	06/11/40	Revised
272	07/11/40	Revised
273	08/11/40	Revised
274	09/11/40	Revised
275	10/11/40	Revised
276	11/11/40	Revised
277	12/11/40	Revised
278	01/11/41	Revised
279	02/11/41	Revised
280	03/11/41	Revised
281	04/11/41	Revised
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283	06/11/41	Revised
284	07/11/41	Revised
285	08/11/41	Revised
286	09/11/41	Revised
287	10/11/41	Revised
288	11/11/41	Revised
289	12/11/41	Revised
290	01/11/42	Revised
291	02/11/42	Revised
292	03/11/42	Revised
293	04/11/42	Revised
294	05/11/42	Revised
295	06/11/42	Revised
296	07/11/42	Revised
297	08/11/42	Revised
298	09/11/42	Revised
299	10/11/42	Revised
300	11/11/42	Revised
301	12/11/42	Revised
302	01/11/43	Revised
303	02/11/43	Revised
304	03/11/43	Revised
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307	06/11/43	Revised
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309	08/11/43	Revised
310	09/11/43	Revised
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312	11/11/43	Revised
313	12/11/43	Revised
314	01/11/44	Revised
315	02/11/44	Revised
316	03/11/44	Revised
317	04/11/44	Revised
318	05/11/44	Revised
319	06/11/44	Revised
320	07/11/44	Revised
321	08/11/44	Revised
322	09/11/44	



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

-
1. **DATE:** 3/26/20
 2. **PETITION NUMBER:** ENG-2020-03
 3. **DESCRIPTION:** Pod M/Sky Cove Phase 1B -Replat
APPLICANT: Cotleur-Hearing
OWNER: Minto PBLH, LLC
REQUEST: Plat & Boundary Survey Review
LOCATION: Westlake, Florida
 4. **STAFF REVIEW:** **REVISED APPROVAL**

The following approval is in response to the resubmittal received on 3/17/2020. This is the fourth review of this Plat. This review is done for compliance with Chapters 177, 5J-17, Florida Statutes, the City of Westlake's codes and ordinances, and changes made subsequent last sign off letter. Changes have been reviewed. The Plat remains in compliance with Chapters 177, Florida Statutes, and the City of Westlake's codes and ordinances. We therefore recommend that the plat be approved for recording.

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

A handwritten signature in blue ink, appearing to read "Suzanne Dombrowski".

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



Meeting Agenda Item Coversheet

MEETING DATE:		June 8, 2020	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Final Plat for Green Lane		
STAFF RECOMMENDATION: (MOTION READY)		Approve, Deny or Approve with Conditions		
SUMMARY and/or JUSTIFICATION:		City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. The application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Cover Sheet Memorandum re Road Right of Way Dedication Language Resolution Plat Legal Description Boundary Survey Approval Letter			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR GREEN LANE, BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

RESOLUTION 2020-11

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR GREEN LANE, BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Minto PBLH, LLC, a Florida Limited Liability Company, as the Applicant has requested approval for Green Lane Final Plat being a Portion of Section 7, Township 43 South, Range 41 East and Section 12, Township 43 South, Range 40 East, containing approximately 8.161 acres, City of Westlake, Palm Beach County, containing approximately as described in Exhibit "A", attached hereto; and

WHEREAS, the City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071; and

WHEREAS, the application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177; and

WHEREAS, the Building staff, Engineering staff and Planning staff for the City of Westlake have reviewed the application, the final plat and the boundary survey, and the collective staff has recommended approval; and

WHEREAS, after careful review and consideration, the collective staff has determined that this application has complied with the Palm Beach County Unified Land Development Codes and Florida law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, THAT:

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

Section 2: The City Council for the City of Westlake hereby approves the final plat and boundary survey for the Final Plat Green Lane, as described in the attached Exhibit "A", containing approximately 8.161 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.

Section 3. The applicant shall provide a certified copy of the recorded plat and the applicant shall cover the costs of recording the plat in the public records in and for Palm Beach County Florida.

Section 4: This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this 8th day of June 2020.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
Pam E. Booker, City Attorney

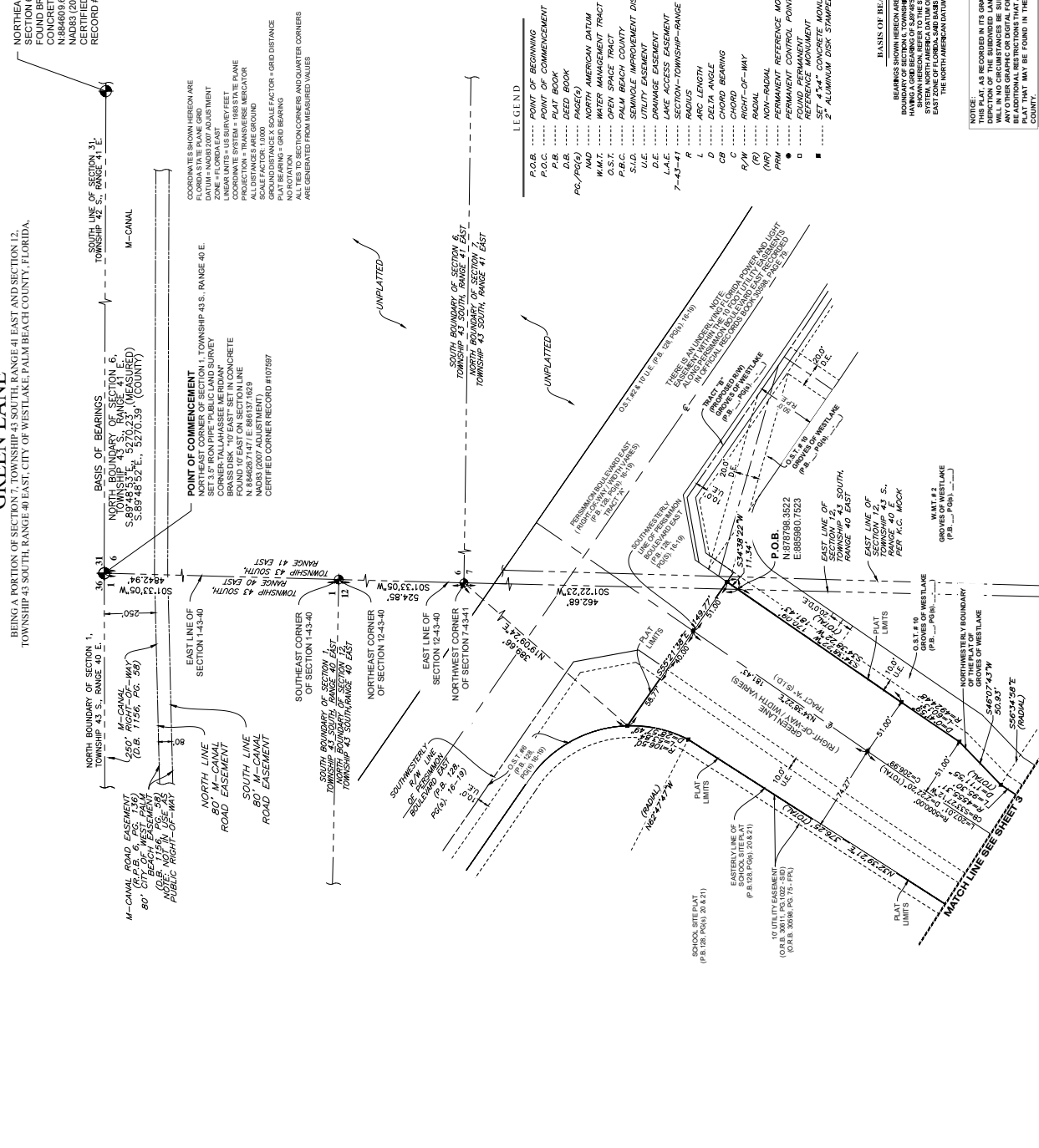
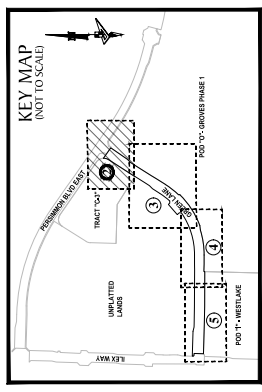
GREEN LANE

BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

NORTHEAST CORNER
SECTION 6, 43-41
CONCRETE MONUMENT
NAD83 (2007 ADJUSTMENT)
CERTIFIED CORNER
RECORD #107591

COORDINATES SHOWN HEREON ARE
FOR THE CORNER OF SECTION 6,
TOWNSHIP 43 S., RANGE 40 E.
ZONE = FLORIDA EAST
ELECTRIC GRID (ELECTRIC FEET)
COORDINATE SYSTEM = 1983 STATE PLANE
PROJECTION = TRANSVERSE MERCATOR
SCALE FACTOR = 1.000
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
NO ROTATION
ALL TIES TO SECTION CORNERS AND QUARTER CORNERS
ARE GENERATED FROM MEASURED VALUES

POINT OF COMMENCEMENT
CORNER OF SECTION 6,
TOWNSHIP 43 S., RANGE 40 E.
CORNER TALLAHASSEE MERIDIAN
BRASS DISK "10" EAST SET IN CONCRETE
NAD83 (2007 ADJUSTMENT)
N 88°06'57.147" E 88.637' 0.283"
CERTIFIED CORNER RECORD #107591



GREEN LANE

BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

- LEGEND**
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.B. PLAT BOOK
 - D.B. DEED BOOK
 - P.C./P.C.G. PARCELS
 - N.A.D. NORTH AMERICAN DATUM
 - W.M. WESTLAND MARINE TRACT
 - O.S.T. OPEN SPACE TRACT
 - P.B.C. PALM BEACH COUNTY
 - S.I.D. SEMINOLE IMPROVEMENT DISTRICT
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - L.L.P. LATERAL LITIGATION PART
 - 7-43-41 SECTION-TOWNSHIP-RANGE
 - R RADIUS
 - L ARC LENGTH
 - D DELTA ANGLE
 - CB CHORD BEARING
 - CB CHORD BEARING
 - R/W RIGHT-OF-WAY
 - (R) RADIAL
 - (NR) NON-RADIAL
 - PM PERMANENT REFERENCE MONUMENT
 - PERMANENT CONTROL POINT
 - REFERENCE MONUMENT
 - SET 4"x4" CONCRETE MONUMENT WITH "PM LB 7768"

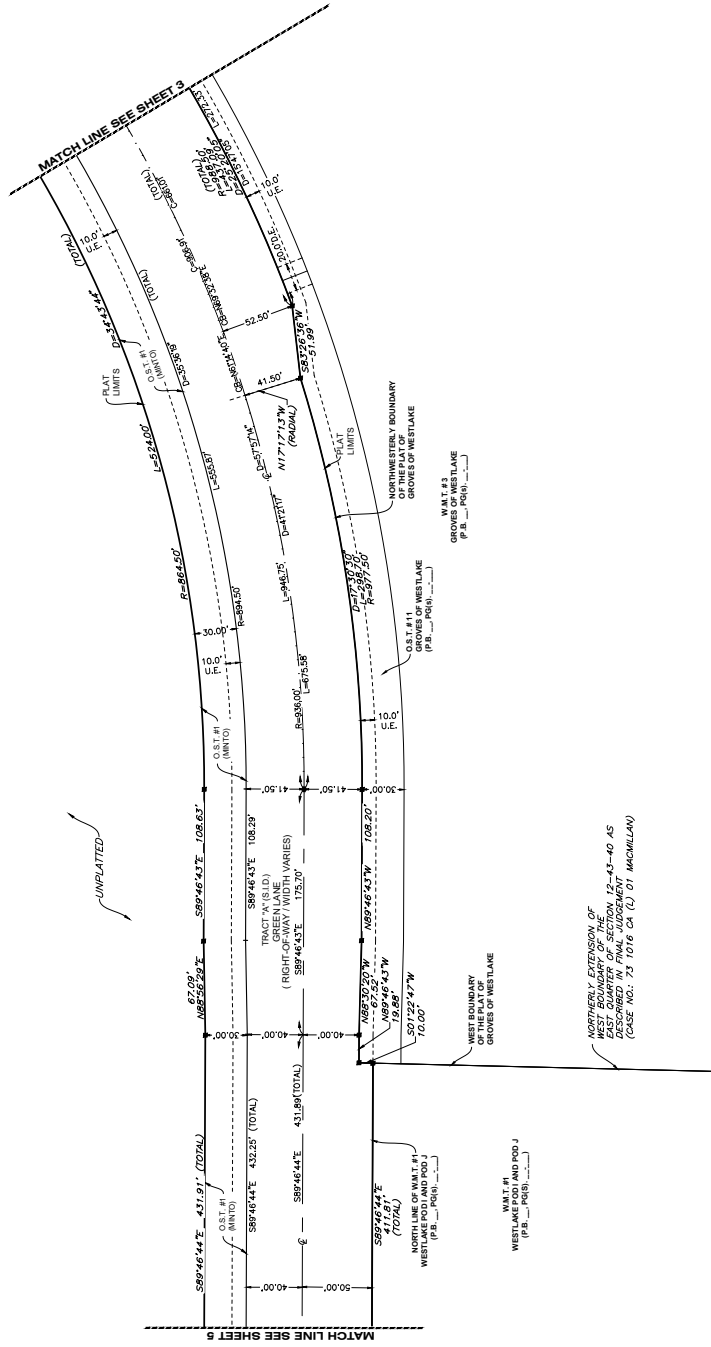
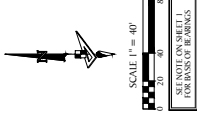
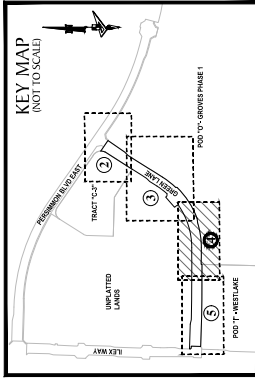


Exhibit 'A'
Legal Description
Green Lane

BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, THENCE S.01°33'05"W. ALONG THE EAST BOUNDARY LINE OF SAID SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, A DISTANCE OF 4842.94 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1, ALSO BEING THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE CONTINUE S.01°33'05"W., ALONG THE EAST BOUNDARY LINE OF SAID SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, A DISTANCE OF 524.85 FEET TO THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.01°22'23"W., ALONG THE EAST BOUNDARY LINE OF SAID SECTION 12 AND THE WEST BOUNDARY LINE OF SAID SECTION 7, A DISTANCE OF 462.68 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF THE PLAT OF GROVES OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK __, PAGES __ THROUGH __, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND TO THE POINT OF BEGINNING: THE FOLLOWING FIFTEEN (15) COURSES BEING ALONG SAID NORTHWESTERLY BOUNDARY LINE OF THE PLAT OF GROVES OF WESTLAKE - PHASE I: 1) S.34°38'22"W., A DISTANCE OF 170.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 4924.48 FEET; 2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'59", A DISTANCE OF 60.13 FEET TO A NON-TANGENT INTERSECTION; 3) THENCE S.46°07'43"W., A DISTANCE OF 50.93 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 4555.31 FEET, AND A RADIAL BEARING OF S.56°34'58"E., AT SAID INTERSECTION; 4) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°11'55", A DISTANCE OF 95.30 FEET TO A POINT OF TANGENCY; 5) THENCE S.32°13'07"W., A DISTANCE OF 192.41 FEET; 6) THENCE S.31°08'08"W., A DISTANCE OF 67.62 FEET; 7) THENCE S.32°16'03"W., A DISTANCE OF 128.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 977.50 FEET; 8) THENCE SOUTHWESTERLY, ALONG THE ARC SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°26'51", A DISTANCE OF 195.30 FEET TO A NON-TANGENT INTERSECTION; 9) THENCE S.01°37'51"W., A DISTANCE OF 16.30 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 988.50 FEET, AND A RADIAL BEARING OF N.45°35'02"W., AT SAID INTERSECTION; 10) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°20'05", A DISTANCE OF 437.09 FEET TO A NON-TANGENT INTERSECTION; 11) THENCE S.83°26'36"W., A DISTANCE OF 51.99 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 977.50 FEET, AND A RADIAL BEARING OF N.17°17'13"W., AT SAID INTERSECTION; 12) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°30'30", A DISTANCE OF 298.70 FEET TO A POINT OF TANGENCY; 13) THENCE N.89°46'43"W., A DISTANCE OF 108.20 FEET; 14) THENCE N.88°30'20"W., A DISTANCE OF 67.52 FEET; 15) THENCE N.89°46'43"W., A DISTANCE OF 19.88 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID PLAT OF GROVES OF WESTLAKE - PHASE I; THENCE S.01°22'47"W., ALONG SAID WEST BOUNDARY LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH LINE OF WATER MANAGEMENT TRACT #1 AND THE NORTH LINE OF TRACT "A", AS SHOWN ON WESTLAKE POD I AND POD J AND RECORDED IN PLAT BOOK __, PAGES __ AND __, OF SAID PUBLIC RECORDS; THENCE N.89°46'44"W., ALONG SAID NORTH LINE OF WATER

MANAGEMENT TRACT #1 AND THE NORTH LINE OF TRACT "A", A DISTANCE OF 411.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE

NORTH, WITH A RADIUS OF 8050.00 FEET; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID TRACT "A" AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°29'36", A DISTANCE OF 209.81 FEET TO A POINT OF TANGENCY; THENCE N.88°17'08"W., ALONG THE NORTH LINE OF SAID TRACT "A", A DISTANCE OF 345.16 FEET TO A POINT ON THE EAST LINE OF TRACT "A", AS SHOWN ON ILEX WAY- PHASE II AND RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; THE FOLLOWING FOUR (4) COURSES BEING ALONG SAID EAST LINE OF TRACT "A": 1) N.01°42'35"E., A DISTANCE OF 111.00 FEET; 2) THENCE N.88°17'08"W., A DISTANCE OF 23.99 FEET; 3) THENCE N.43°17'08"W., A DISTANCE OF 12.71 FEET; 4) THENCE N.01°42'52"E., A DISTANCE OF 11.01 FEET; THENCE S.88°17'08"E., A DISTANCE OF 293.22 FEET; THENCE S.75°52'41"E., A DISTANCE OF 51.20 FEET; THENCE S.88°17'08"E., A DISTANCE OF 34.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 7930.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 01°29'36", A DISTANCE OF 206.67 FEET TO A POINT OF TANGENCY; THENCE S.89°46'44"E., A DISTANCE OF 431.91 FEET; THENCE N.88°56'22"E., A DISTANCE OF 67.09 FEET; THENCE S.89°46'43"E., A DISTANCE OF 108.63 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 864.50 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°43'44", A DISTANCE OF 524.00 FEET TO A NON-TANGENT INTERSECTION; THENCE N.06°44'29"E., A DISTANCE OF 26.63 FEET; THENCE N.41°08'00"W., A DISTANCE OF 32.16 FEET; THENCE N.48°52'00"E., A DISTANCE OF 160.00 FEET; THENCE S.41°08'00"E., A DISTANCE OF 21.10 FEET; THENCE S.89°02'48"E., A DISTANCE OF 26.64 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 853.50 FEET, AND A RADIAL BEARING OF N.47°51'46"W., AT SAID INTERSECTION; THENCE NORTHEASTERLY, ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 09°53'12", A DISTANCE OF 147.27 FEET TO A POINT OF TANGENCY; THENCE N.32°16'03"E., A DISTANCE OF 101.50 FEET; THENCE N.44°40'29"E., A DISTANCE OF 51.68 FEET; THENCE N.33°32'25"E., A DISTANCE OF 62.86 FEET; THENCE N.32°16'03"E., A DISTANCE OF 139.58 FEET; THENCE N.57°43'50"W., A DISTANCE OF 1.62 FEET TO THE SOUTHEAST CORNER OF SCHOOL SITE PLAT, AS RECORDED IN PLAT BOOK 128, PAGES 20 AND 21, OF SAID PUBLIC RECORDS; THENCE N.32°39'21"E., ALONG THE EASTERLY LINE OF SAID SCHOOL SITE PLAT, A DISTANCE OF 376.25 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 106.50 FEET, AND A RADIAL BEARING OF N.62°47'47"W., AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE EASTERLY LINE OF SAID PLAT AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°57'49", A DISTANCE OF 53.84 FEET TO A POINT ON SOUTHWESTERLY BOUNDARY LINE OF PERSIMMON BOULEVARD EAST - PLAT 2, AS RECORDED IN PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE S.55°21'38"E., ALONG SAID SOUTHWESTERLY BOUNDARY LINE, A DISTANCE OF 149.77 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF THE PLAT OF GROVES OF WESTLAKE; THENCE S.34°38'22"W., ALONG SAID NORTHWESTERLY BOUNDARY LINE, A DISTANCE OF 11.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 355,484 SQUARE FEET OR 8.161 ACRES, MORE OR LESS.



CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

-
1. **DATE:** 5/14/20
 2. **PETITION NUMBER:** ENG-2020-07
 3. **DESCRIPTION:** Green Lane - Plat
APPLICANT: Cotleur-Hearing
OWNER: Minto PBLH, LLC
REQUEST: Plat Review
LOCATION: Westlake, Florida
 4. **STAFF REVIEW:** **APPROVAL**

The Engineering Department has approved the resubmittal received on 5/1/2020. This is the third review of this Plat. This review is done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. All previous comments have been adequately addressed. The Plat is in compliance with Chapters 177, Florida Statutes, and the City of Westlake's codes and ordinances.

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

A handwritten signature in blue ink, appearing to read "S. Dombrowski".

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



Meeting Agenda Item Coversheet

MEETING DATE:		June 8, 2020	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Final Plat for Groves of Westlake		
STAFF RECOMMENDATION: (MOTION READY)		Approve, Deny or Approve with Conditions		
SUMMARY and/or JUSTIFICATION:		The City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. The application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Resolution Plat Legal Description Boundary Survey Approval Letter			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR GROVES OF WESTLAKE, BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

RESOLUTION 2020-12

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR GROVES OF WESTLAKE - PHASE I, BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST-PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Minto PBLH, LLC, A Florida Limited Liability Company, as the Applicant has requested approval for Groves Of Westlake - Phase I, being in part a Replat of Open Space Tract #4 and Open Space Tract #5, Persimmon Boulevard East-Plat 2, Plat Book 128, Pages 16 Through 19, Inclusive, Public Records of Palm Beach, Florida, and being a portion of Section 7, Township 43 South, Range 41 East and Section 12, Township 43 South, Range 40 East, in the City of Westlake, Palm Beach County, Florida, as described In Exhibit "A" containing approximately 166.070, attached hereto; and

WHEREAS, the City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071; and

WHEREAS, the application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177; and

WHEREAS, the Building staff, Engineering staff and Planning staff for the City of Westlake have reviewed the application, the final plat and the boundary survey, and the collective staff has recommended approval; and

WHEREAS, after careful review and consideration, the collective staff has determined that this application has complied with the Palm Beach County Unified Land Development Codes and Florida law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, THAT:

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

Section 2: The City Council for the City of Westlake hereby approves the final plat and boundary survey for the Groves of Westlake Phase I, as described in the attached Exhibit "A", containing approximately 166.070 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.

Section 3. The applicant shall provide a certified copy of the recorded plat and the applicant shall cover the costs of recording the plat in the public records in and for Palm Beach County Florida.

Section 4: This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on first reading by City Council for the City of Westlake, on this 8th day of June 2020.

PUBLISHED on this ____ day of May, 2020 in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
Pam E. Booker, City Attorney

GROVES OF WESTLAKE - PHASE I

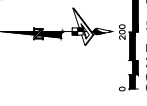
BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERMISSUM BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AS SHOWN HEREON. BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-11) FOR THE DATA POINTS AND TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2) FOR THE DATA POINTS WITHIN THE TOWNSHIP.

COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID DATUM = NAD 83-2007 ADJUSTMENT. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-11) FOR THE DATA POINTS AND TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2) FOR THE DATA POINTS WITHIN THE TOWNSHIP.

SCALE FACTOR: 1.0000
 NO ROTATION
 PLANT BEARING - GRID BEARING
 ALL TIES TO SECTION CORNERS AND QUARTER CORNERS ARE GENERATED FROM MEASURED VALUES.

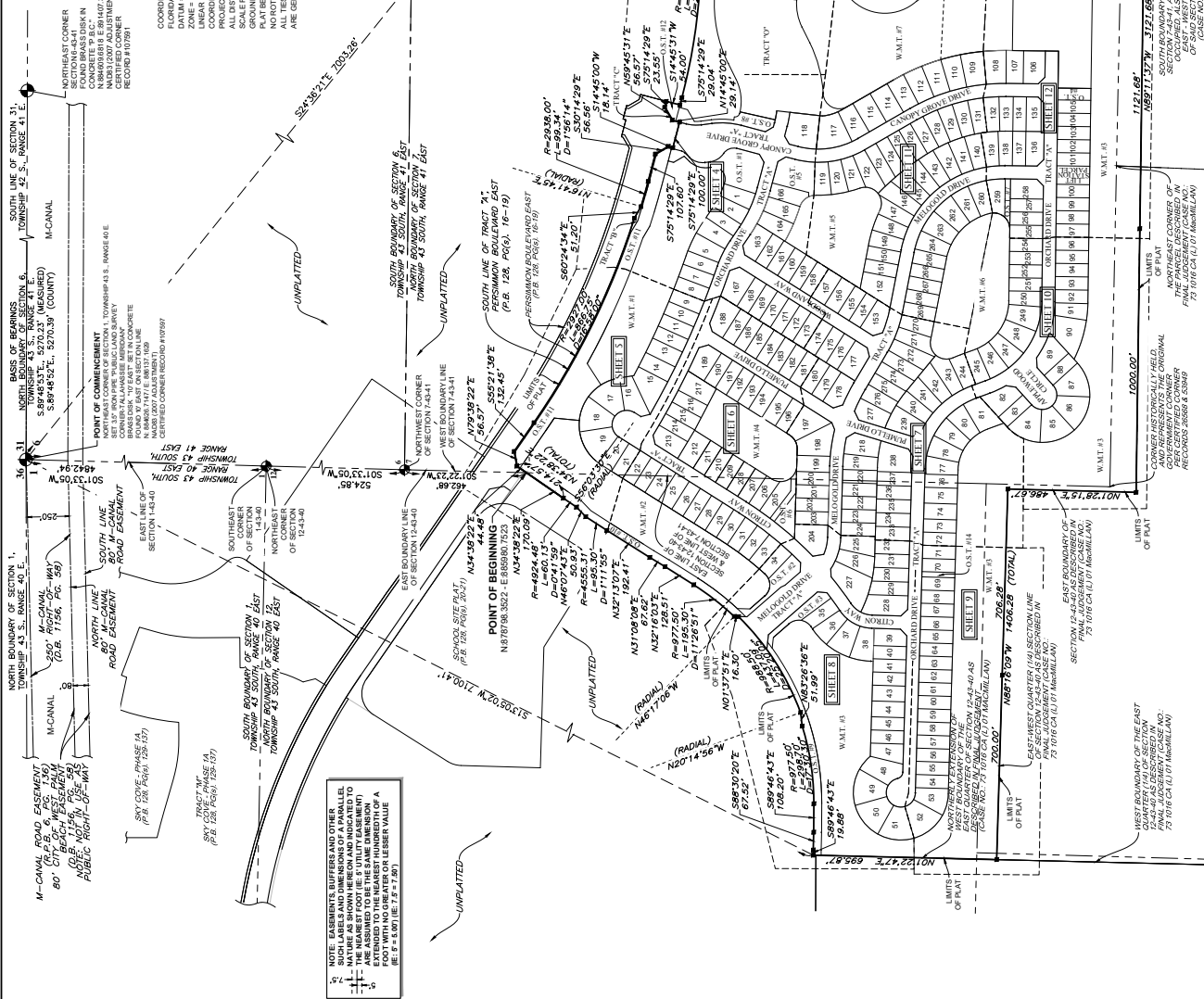


SCALE: 1" = 200'
 KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED UTILITY AND SUBSTANTIAL.

NOTE: AS REQUIRED IN ITS DRAWING FORM IS THE OFFICIAL DEPICTION OF THE SUBMITTED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER INSTRUMENT OR RECORD. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- ### LEGEND
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.B. PLAT BOOK
 - P.C. PLAT CORNER
 - P.G. PLAT GROUP
 - P.S. PLAT SHEET
 - N.A.D. NORTH AMERICAN DATUM
 - W.M.T. WATER MANAGEMENT TRACT
 - O.S.T. OPEN SPACE TRACT
 - P.B.C. PALM BEACH COUNTY
 - U.E. UTILITY EASEMENT
 - L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
 - 7-43-41 SECTION-TOWNSHIP-RANGE
 - R RADIUS
 - L ARC LENGTH
 - D DELTA ANGLE
 - CB CHORD BEARING
 - CP CHORD POINT
 - R/W RIGHT-OF-WAY
 - R.P.E. RURAL PARKWAY EASEMENT
 - (R) RADIAL
 - (NR) NON-RADIAL
 - H.O.A. HOMEOWNERS ASSOCIATION
 - P.M. PERMANENT MONUMENT
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - FOUND PERMANENT REFERENCE MONUMENT
 - FOUND PERMANENT REFERENCE MONUMENT
 - 2" ALUMINUM DISK STAMPED "TRM LB 7768"



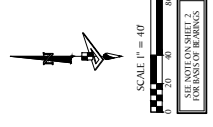
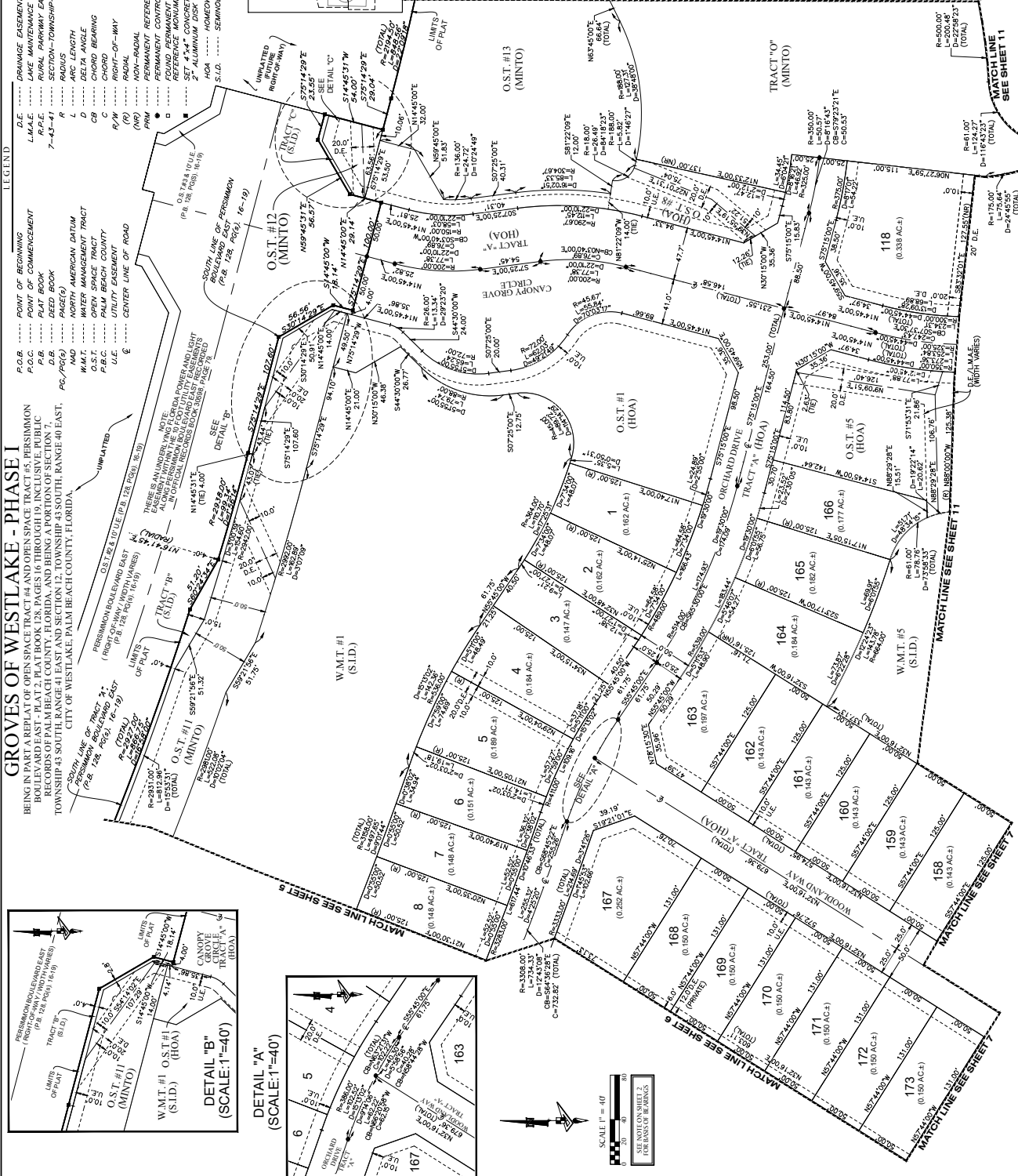
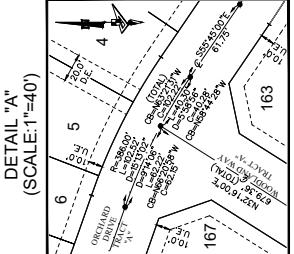
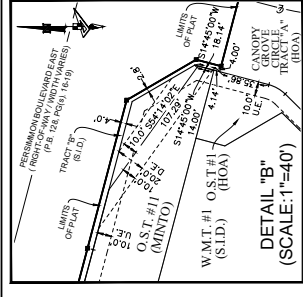
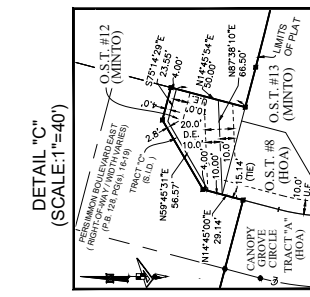
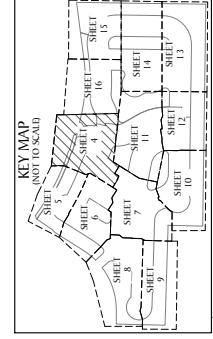
NOTE: EASEMENTS, BUFFERS AND OTHER FEATURES AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (E.G. UTILITY EASEMENT) ARE EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT (E.G. 0.01 FT.) UNLESS OTHERWISE NOTED.

GROVES OF WESTLAKE - PHASE I
BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BEING IN PART A REPLAT OF OPEN SPACE TRACT #16, ROUGHWOOD INC. TRACT #1, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE CITY OF WESTLAKE, SOUTH RANGE 40 EAST, TOWNSHIP 43 SOUTH RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.L.B. PLAT BOOK
D.B. DEED BOOK
P.C. PLAT BOOK
W.M.T. WATER MANAGEMENT TRACT
O.S.T. OPEN SPACE TRACT
P.B.C. PALM BEACH COUNTY
U.E. UTILITY EASEMENT
C.L.R. CENTER LINE OF ROAD

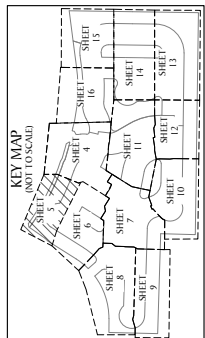
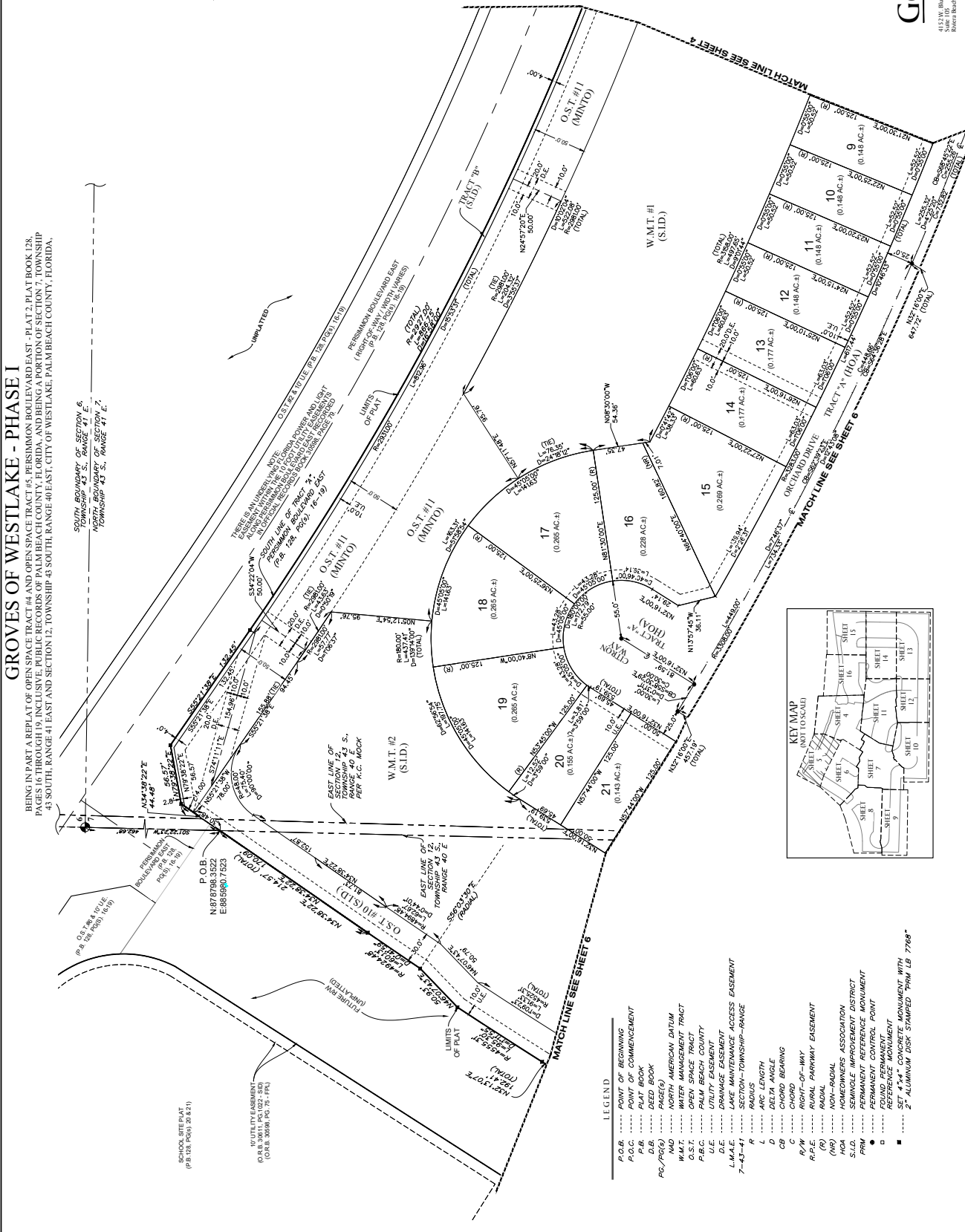
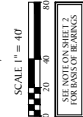
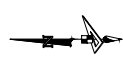
D.E. DRAINAGE EASEMENT
L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
R.P.E. RURAL PARKWAY EASEMENT
S.T. SECTION-TOWNSHIP-RANGE
R. RADIUS
D. DELTA ANGLE
CB CHORD BEARING
C. CHORD
R/W RIGHT-OF-WAY
R.O. ROAD
P.M. PERMANENT REFERENCE MONUMENT
P.C.P. PERMANENT CONTROL POINT
P.F.M. FOUND PERMANENT REFERENCE MONUMENT
A.L.M. ALUMINUM DISK STAMPED "PBM LB 7768"



GROVES OF WESTLAKE - PHASE I

BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

SOUTH BOUNDARY OF SECTION 6, TOWNSHIP 43 S., RANGE 41 E., PERSIMMON BOULEVARD EAST, TOWNSHIP 43 S., RANGE 41 E.



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.D. POINT OF DISCONTINUITY
 - D.B. DEED BOOK
 - P.C./P.O.G. PAGE(S)
 - NAD NORTH AMERICAN DATUM
 - W.M.T. WATER MANAGEMENT TRACT
 - O.S.T. OPEN SPACE TRACT
 - P.B.C. PALM BEACH COUNTY
 - D.E. DRAINAGE EASEMENT
 - L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
 - 7-43-41 SECTION-TOWNSHIP-RANGE
 - R RADIUS
 - L ARC LENGTH
 - CB CHORD BEARING
 - C CHORD
 - R/W RIGHT-OF-WAY
 - R/P.E. RURAL PARKWAY EASEMENT
 - (ND) NON-RADIAL
 - (A) ASSOCIATION
 - S.I.D. SINGLE IMPROVEMENT DISTRICT
 - PRM PERMANENT REFERENCE MONUMENT
 - PC PERMANENT CONTROL POINT
 - FOUNDED PERMANENT
 - CONCRETE MONUMENT WITH SET 4"x4" CONCRETE MONUMENT WITH "PRM LB 7768"
 - 2" ALUMINUM DISK STAMPED "PRM LB 7768"

SCHOOL SITE PLAT (P.B. 103, PAGE 20, 247)

UTILITY EASEMENT (O.R.B. 20036 P.5, 75, 78)

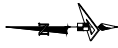
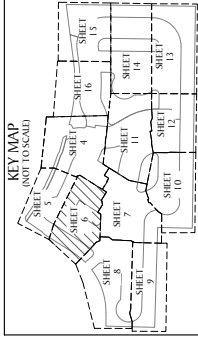
P.O.B. N48°03'10" E 125.00' (P.B. 103, PAGE 20, 247) E88°58'07" S 252.3'

P.O.B. N48°03'10" E 125.00' (P.B. 103, PAGE 20, 247) E88°58'07" S 252.3'

P.O.B. N48°03'10" E 125.00' (P.B. 103, PAGE 20, 247) E88°58'07" S 252.3'

GROVES OF WESTLAKE - PHASE I

BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



SCALE 1" = 40'
 0 10 20 FEET
 0 10 20 METERS



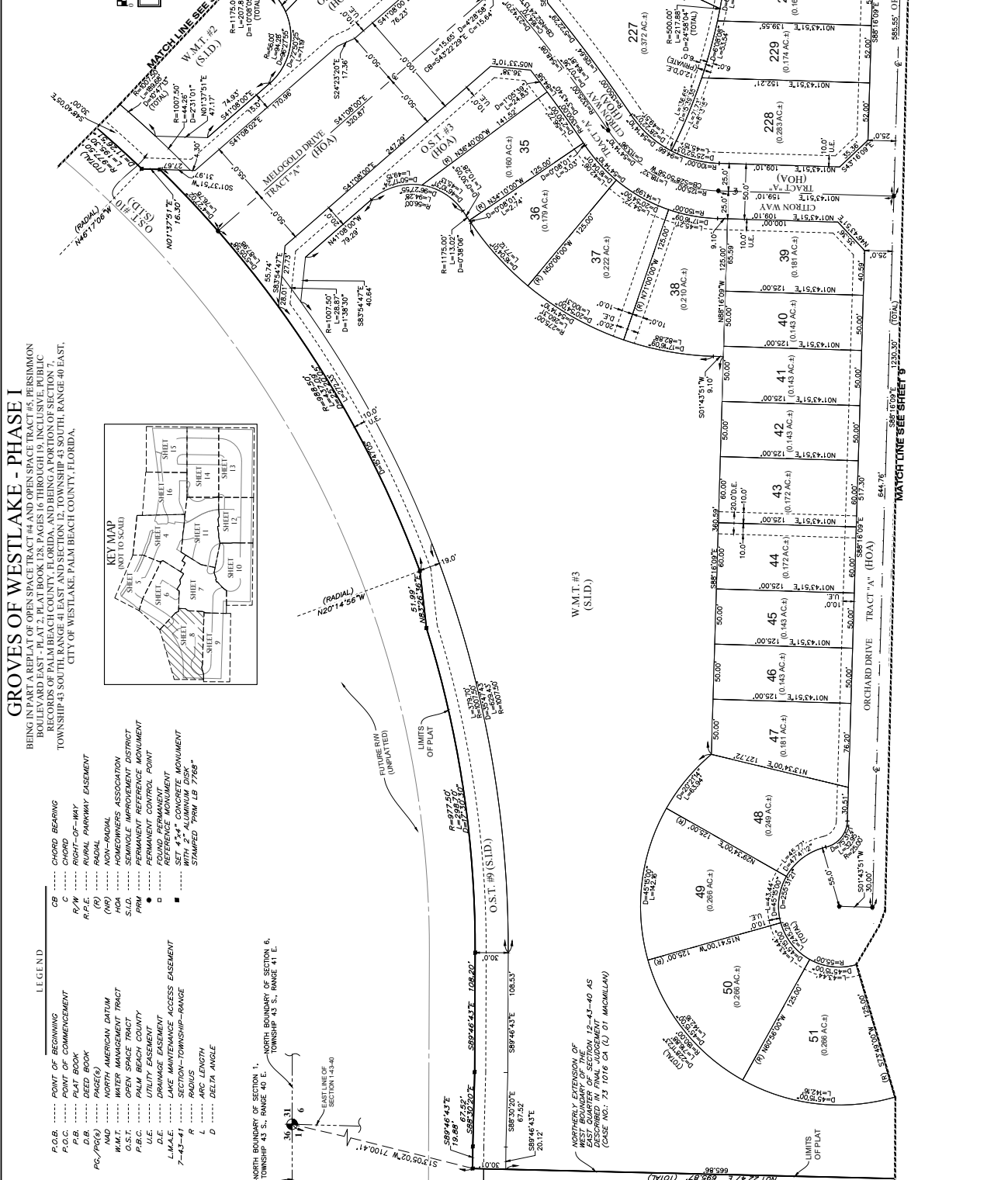
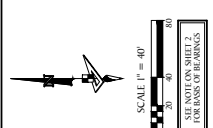
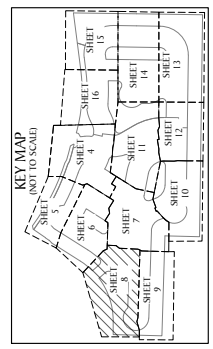
- LEGEND
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.B. PLAT BOOK
 - D.B. DEED BOOK
 - PC/PMD PLAT/PLAT/DEED
 - W.M.T. WATER MANAGEMENT TRACT
 - O.S.T. OPEN SPACE TRACT
 - P.B.C. PALM BEACH COUNTY
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - L.M. LATERAL RIGHT-OF-WAY
 - 7-43-41 SECTION-TOWNSHIP-RANGE
 - R RADIUS
 - L ARC LENGTH
 - D DELTA ANGLE
 - CB CHORD BEARING
 - C CHORD
 - R/W RIGHT-OF-WAY
 - R.P.E. RURAL PARKWAY EASEMENT
 - R.A.E. RADIAL
 - (NR) NON-RADIAL
 - HOA HOMEOWNERS ASSOCIATION
 - S.I.D. SEMI-CIRCLE IMPROVEMENT DISTRICT
 - PERM. REFERENCE MONUMENT PERMANENT REFERENCE MONUMENT
 - PERM. POINT PERMANENT POINT
 - D FOUND REFERENCE MONUMENT
 - SET 4"x4" CONCRETE MONUMENT WITH 1/2" ALUMINUM COR. SIMPLIFIED PRINT LD 7768"

GROVES OF WESTLAKE - PHASE I

BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PEIRSSIMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

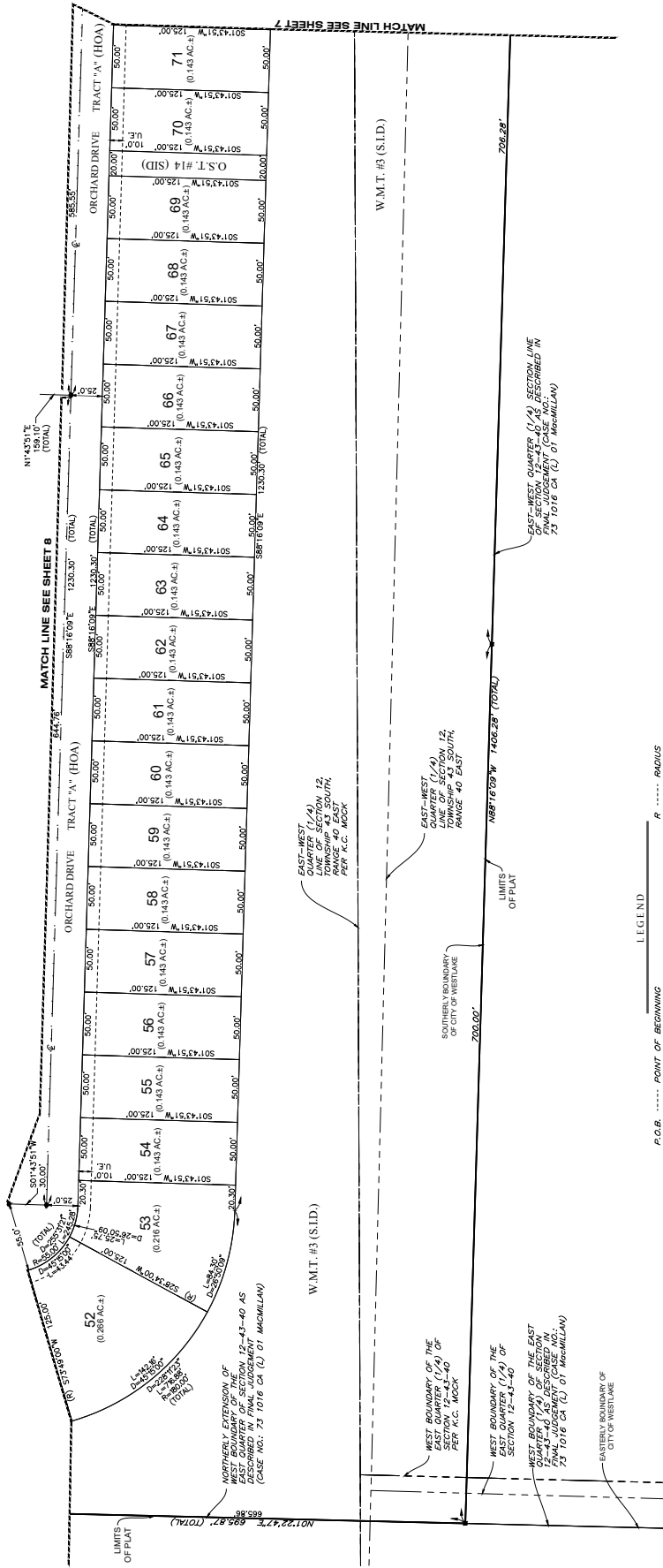
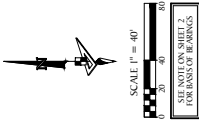
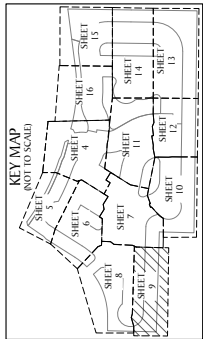
LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.B. PLAT BOOK
- P.F. PLAT PAGE(S)
- P.C. (PRO) PUBLIC RECORDS
- NAD NORTH AMERICAN DATUM
- W.M.T. WATER MANAGEMENT TRACT
- O.S.T. OPEN SPACE TRACT
- P.B.C. PALM BEACH COUNTY
- U.E. UTILITY EASEMENT
- U.C. UTILITY CONDUIT
- LM.A.E. LAKE MAINTENANCE ACCESS EASEMENT
- 7-43-41 SECTION-TOWNSHIP-RANGE
- R RADIUS
- L ARC LENGTH
- D DELTA ANGLE
- CB CHORD BEARING
- CHORD CHORD
- R/W RIGHT-OF-WAY
- M.A.P. MAIN ARTERIAL HIGHWAY EASEMENT
- RA RADIAL
- NR NON-RADIAL
- HOA HOMEOWNERS ASSOCIATION
- S.I.D. SEMICIRCLE IMPROVEMENT DISTRICT
- PERM PERMANENT REFERENCE MONUMENT
- CONC CONCRETE MONUMENT
- SET 4"x4" SET 4"x4" CONCRETE MONUMENT
- STAMPED 10M LB 7708" STAMPED 10M LB 7708"



GROVES OF WESTLAKE - PHASE I

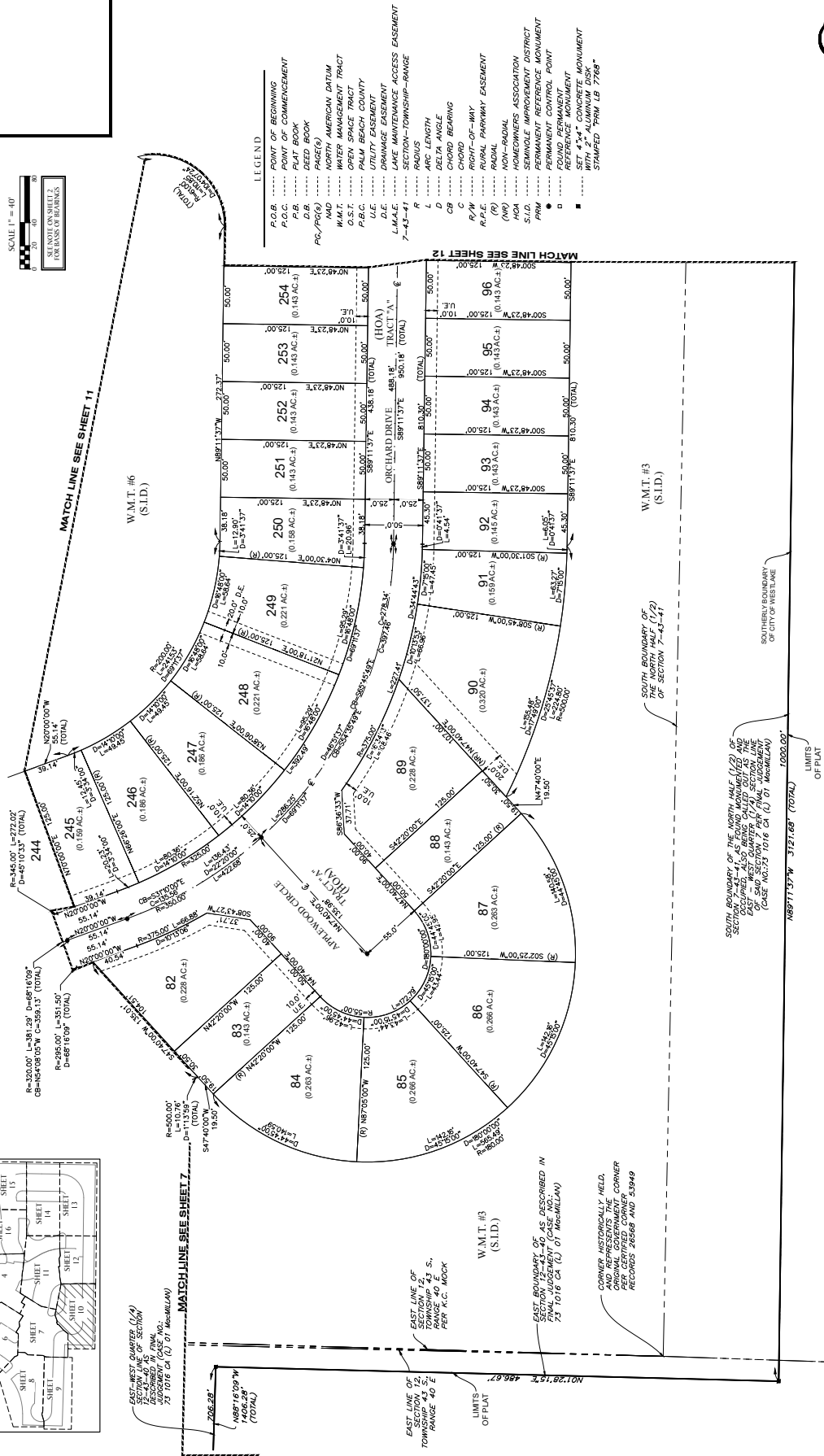
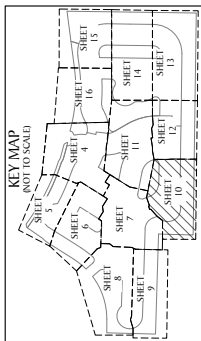
BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA,



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.B. PLAT BOOK
 - D.B. DEED BOOK
 - FG/PAGE PAGE(S)
 - NAD NORTH AMERICAN DATUM
 - N.B.E.T. WATER MANAGEMENT TRACT
 - C.P. CITY OF PALM BEACH COUNTY
 - P.B.C. PALM BEACH COUNTY
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
 - 7-43-41 SECTION-TOWNSHIP-RANGE
 - R RADIUS
 - L ARC LENGTH
 - D DELTA ANGLE
 - CB CHORD BEARING
 - C CHORD
 - R/W RIGHT-OF-WAY
 - R/P.E. RURAL PARKWAY EASEMENT
 - H.O.A. HOMEOWNERS ASSOCIATION
 - (N/R) NON-RADIAL
 - H.O.A. HOMEOWNERS ASSOCIATION
 - S.I.D. SEMI-CIRCLE IMPROVEMENT DISTRICT
 - PRM PERMANENT REFERENCE MONUMENT
 - PERMANENT REFERENCE POINT
 - REFERENCE MONUMENT
 - SET 4"x4" CONCRETE MONUMENT WITH 7/16" 2" ALUMINUM DISK STAMPED "PRM LB 7168"

GROVES OF WESTLAKE - PHASE I

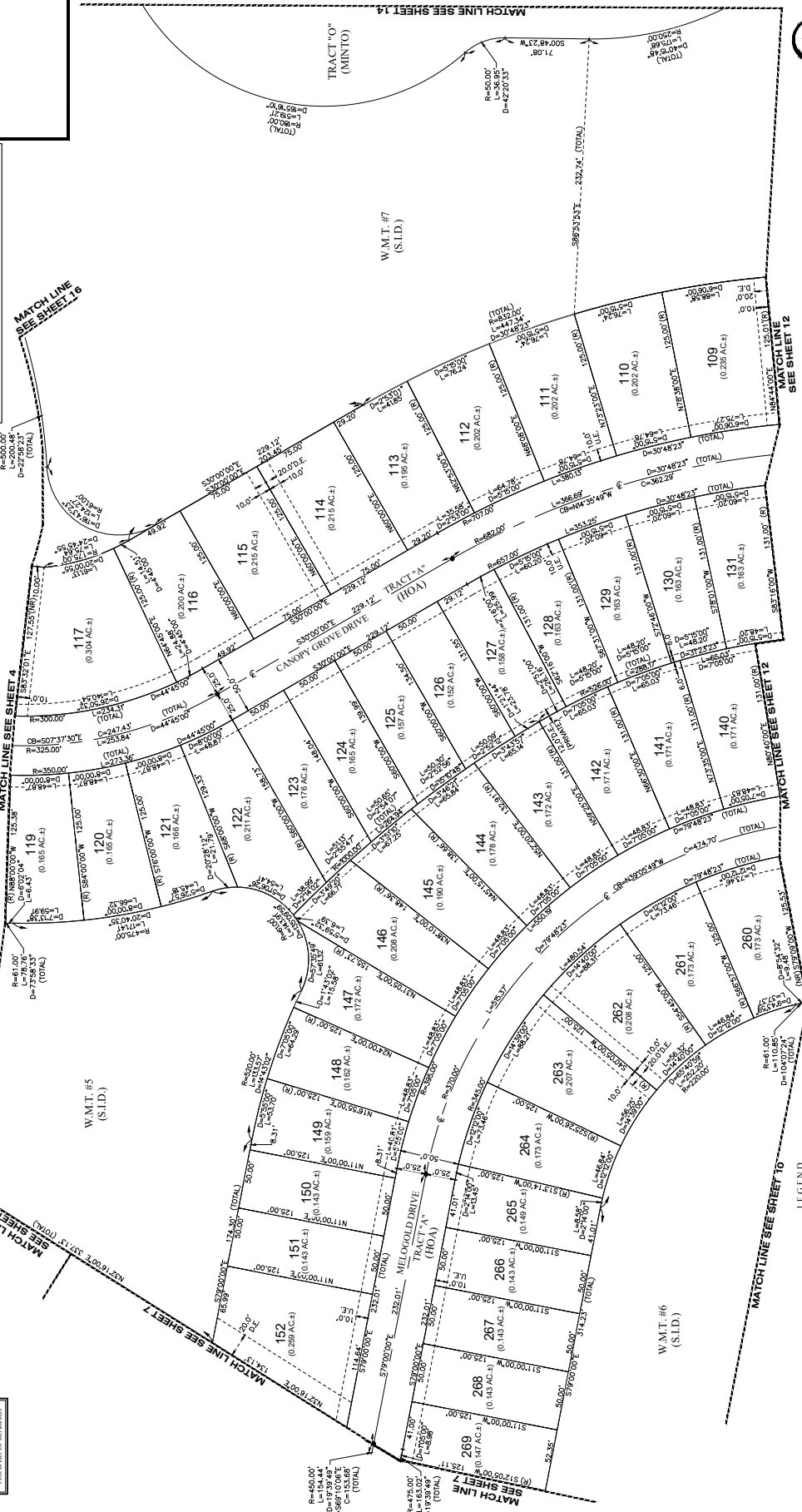
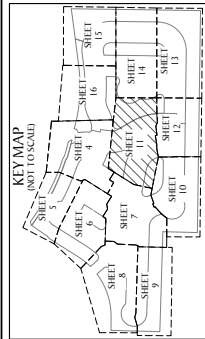
BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.B. PLAT BOOK
 - P.G. PAGE(S)
 - W.M.T. NORTH AMERICAN DATUM
 - O.S.T. OPEN SPACE TRACT
 - P.B.C. PALM BEACH COUNTY
 - U.E. UTILITY EASEMENT
 - L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
 - R. SECTION-TOWNSHIP-RANGE
 - L. ARC LENGTH
 - D. DELTA ANGLE
 - C. CHORD
 - R/W. RIGHT-OF-WAY
 - R.A.E. RURAL PARKWAY EASEMENT
 - (NR) NON-RADIAL
 - HGA. HOMEOWNERS ASSOCIATION
 - HOA. HOMEOWNERS ASSOCIATION
 - PRM. PERMANENT REFERENCE MONUMENT
 - PERMANENT CONTROL POINT
 - FOUND PERMANENT REFERENCE MONUMENT
 - REFERENCE MONUMENT WITH 2" ALUMINUM DISK
 - STAMPED "RM LB 7768"

GROVES OF WESTLAKE - PHASE I

BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



- LEGEND**
- P.G.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.B. PLAT BOOK
 - P.S. PUBLIC RECORDS
 - P.S. (PAGE) PAGE(S)
 - NAD NORTH AMERICAN DATUM
 - W.M.T. WATER MANAGEMENT TRACT
 - O.S.T. OPEN SPACE TRACT
 - P.B.C. PALM BEACH COUNTY
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
 - 7-43-E-1 SECTION-TOWNSHIP-RANGE
 - R/W RIGHT-OF-WAY
 - C CENTER LINE OF ROAD
 - R RADIAL
 - L ARC LENGTH
 - D DELTA ANGLE
 - R.F.E. RURAL PARKWAY EASEMENT
 - (NP) NON-RADIAL
 - HOA HOMEOWNERS ASSOCIATION
 - PM PERMANENT MONUMENT
 - CP CENTER POINT
 - FO FOUND PERMANENT
 - REF REFERENCE MONUMENT
 - SET 4.4' x 4.4' CONCRETE MONUMENT WITH ALUMINUM POST SHAPED FROM LB 7788*
 - CB CHORD BEARING
 - C CHORD
 - R/W RIGHT-OF-WAY
 - E CENTER LINE OF ROAD
 - (R) RADIAL
 - (NP) NON-RADIAL
 - PM PERMANENT REFERENCE MONUMENT
 - D DELTA ANGLE

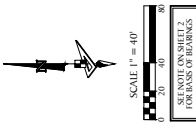
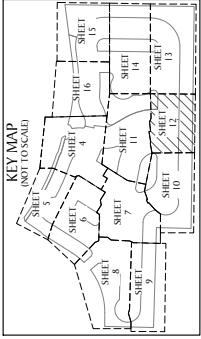
GeoPoint
Surveying, Inc.

Phone: (561) 444-2720
452 N. Dixie Hwy. Blvd.
Boca Raton, FL 33494

Sheet No. 11 of 16 Sheets

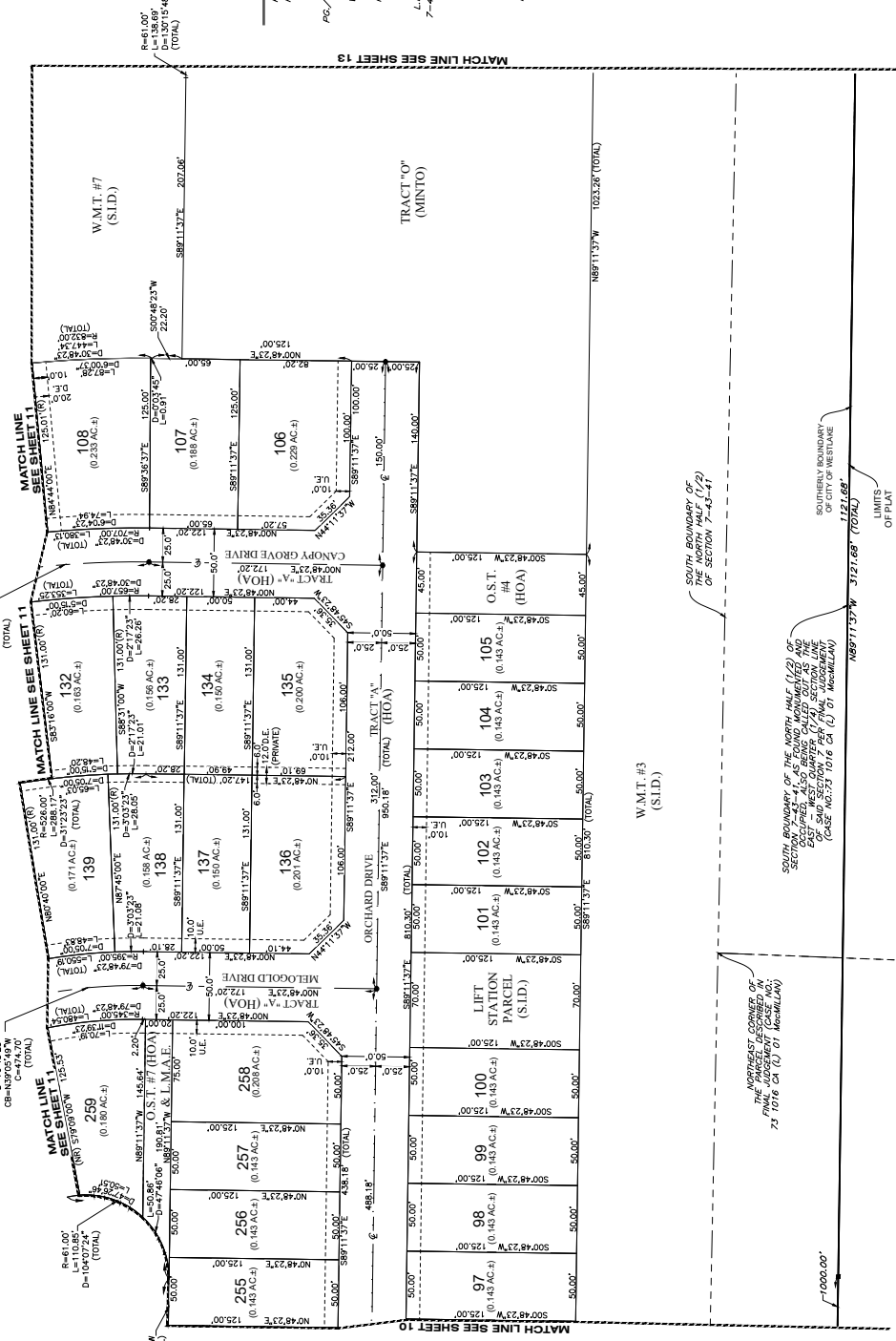
GROVES OF WESTLAKE - PHASE I

BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT #2, PLAT BOOK 12K, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



LEGEND

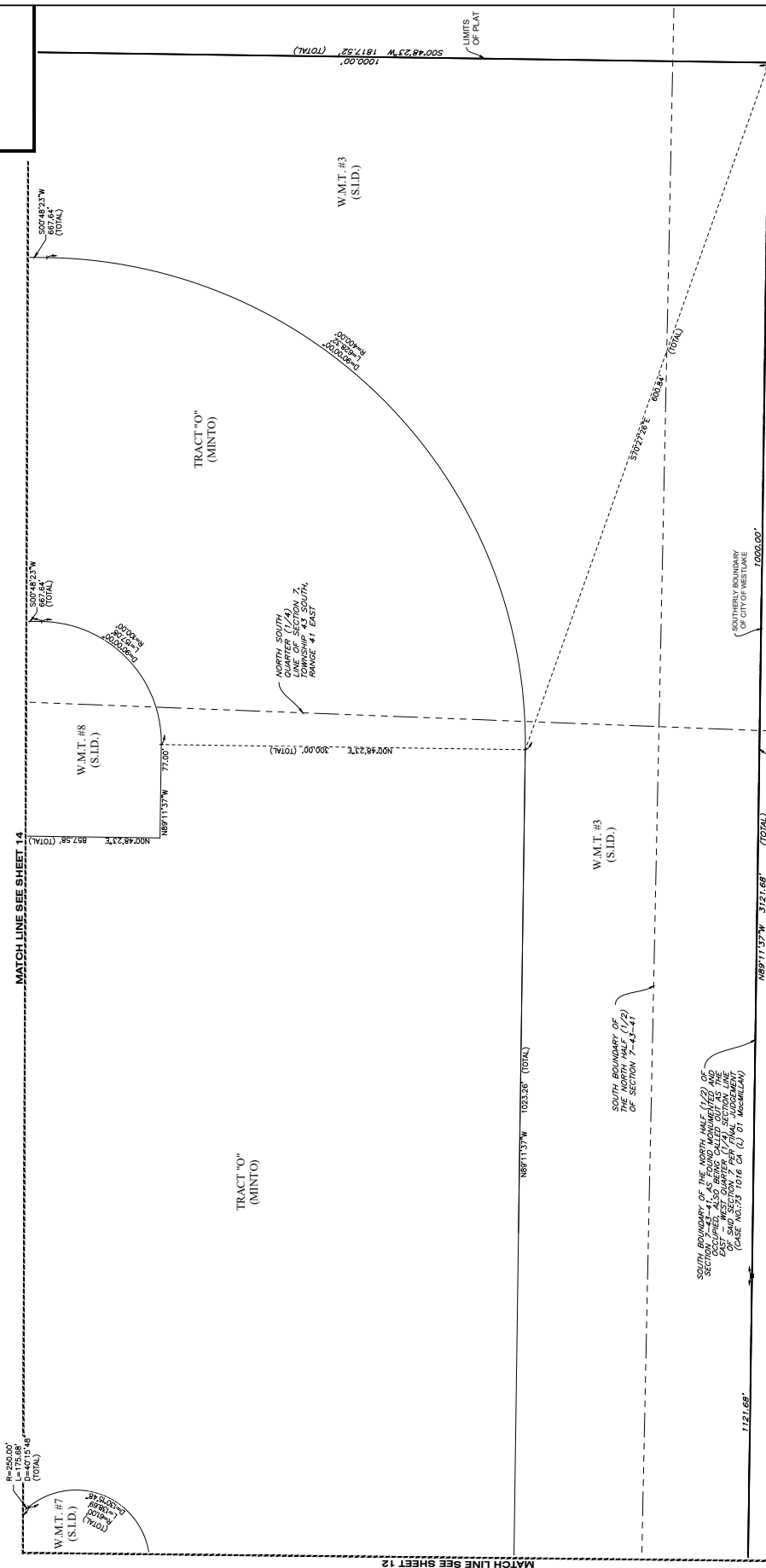
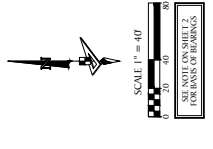
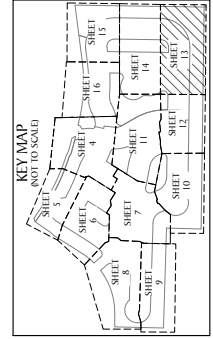
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.B. PLAT BOOK
- D.B. DEED BOOK
- P.S./P.C. PAGE(S)
- NAD NORTH AMERICAN DATUM
- H.S.T. HIGHLAND STATE TRACT
- P.B.C. PALM BEACH COUNTY
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
- 7-43-41 SECTION-TOWNSHIP-RANGE
- L ARC LENGTH
- D DELTA ANGLE
- CB CHORD BEARING
- C CHORD
- R/W RIGHT-OF-WAY
- R.P. RURAL PARWAY EASEMENT
- (R) RADIAL
- (NR) NON-RADIAL
- H.O.A. HOMEOWNERS ASSOCIATION
- S.I.D. SEMICIRCLE IMPROVEMENT DISTRICT
- PRM PERMANENT REFERENCE MONUMENT
- PERMANENT CONTROL POINT
- REFERENCE MONUMENT
- SET 4"x4" CONCRETE MONUMENT WITH "HM LB 7768"



- LEGEND**
- P.C.B. POINT OF BEGINNING
 - P.C. POINT OF COMMENCEMENT
 - P.B. PLAT BOOK
 - D.B. DEED BOOK
 - P.A.E. RURAL PARKWAY EASEMENT
 - (R) RADIAL
 - (NR) NON-RADIAL
 - H.O.A. HOMEOWNERS ASSOCIATION
 - S.D. SUBDIVISION DISTRICT
 - P.M. PERMANENT REFERENCE MONUMENT
 - P.C.M. PERMANENT CONTROL POINT
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - L.M.A.E. LAKE MAINTENANCE ACCESS EASEMENT
 - 7-43-41 SECTION-TOWNSHIP-RANGE
 - R RADIUS
 - D DELTA ANGLE

- CB CHORD BEARING
- C CHORD
- R/W RIGHT-OF-WAY
- R.P.E. RURAL PARKWAY EASEMENT
- (NR) NON-RADIAL
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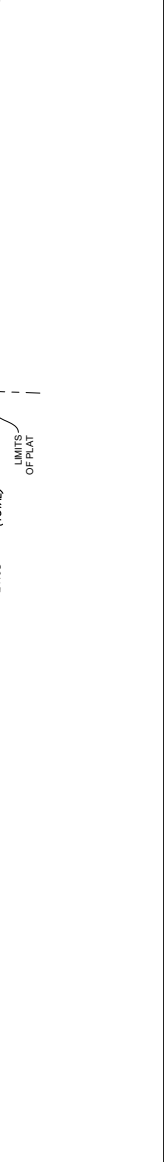
GROVES OF WESTLAKE - PHASE I
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LEGEND

- P.C.B. POINT OF BEGINNING
- P.C. POINT OF COMMENCEMENT
- P.B. PLAT BOOK
- D.B. DEED BOOK
- P.A.E. RURAL PARKWAY EASEMENT
- (R) RADIAL
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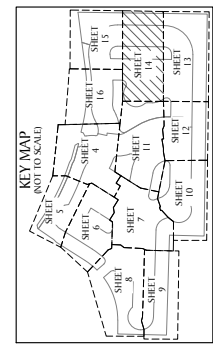
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GROVES OF WESTLAKE - PHASE I

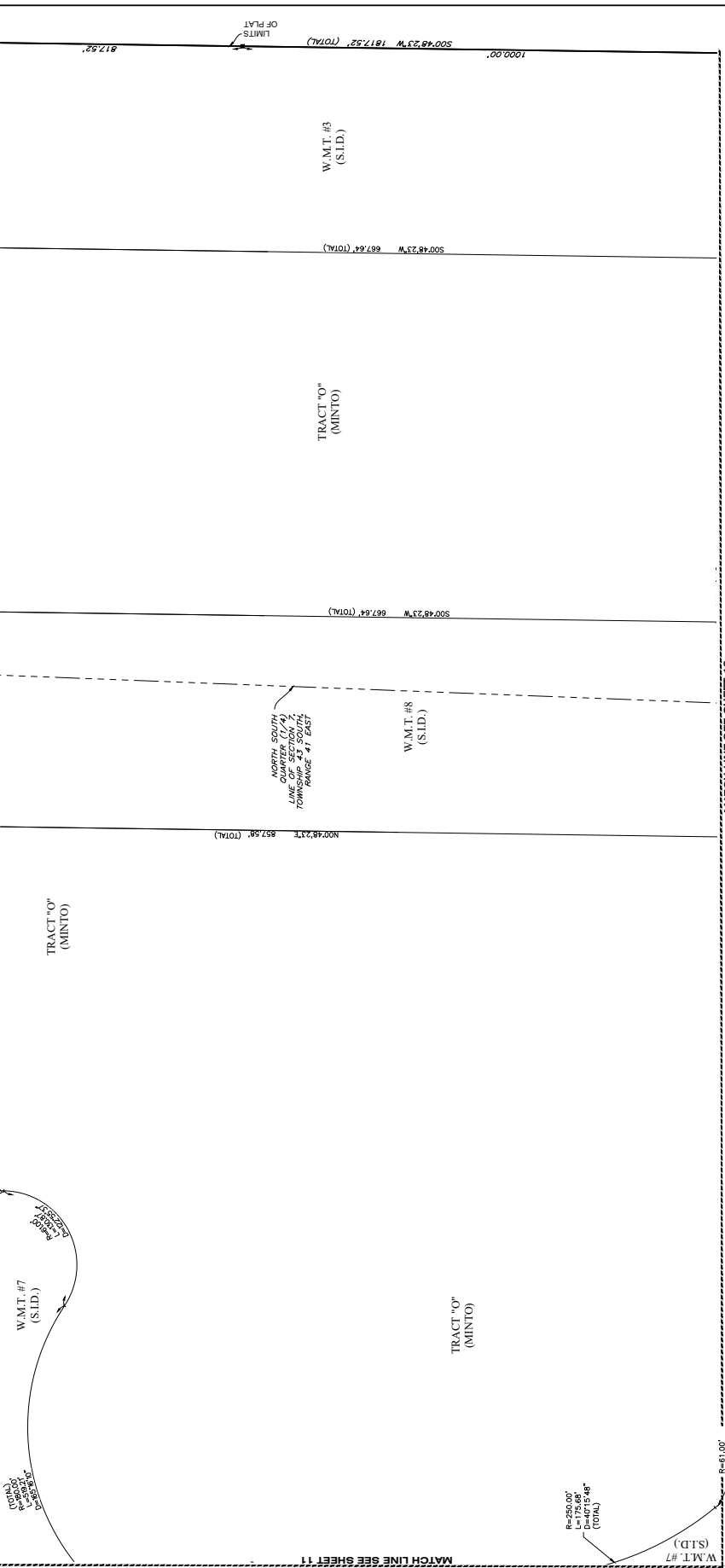
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 - P.B. PLAT BOOK
 - D.B. DEED BOOK
 - P.G./P.G.S. PAGE(S)
 - NAD NORTH AMERICAN DATUM
 - N.A.S. NORTH AMERICAN SPHEROID
 - W.M.T. WATER MAIN TRACT
 - P.B.C. PALM BEACH COUNTY
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
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 - S.M. SUBDIVISION DISTRICT
 - P.M. PERMANENT REFERENCE MONUMENT
 - P.M. PERMANENT CONTROL POINT
 - FOUND PERMANENT REFERENCE MONUMENT
 - FOUND PERMANENT REFERENCE MONUMENT
 - SET "1" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PM LB 7789"



MATCH LINE SEE SHEET 15

MATCH LINE SEE SHEET 16



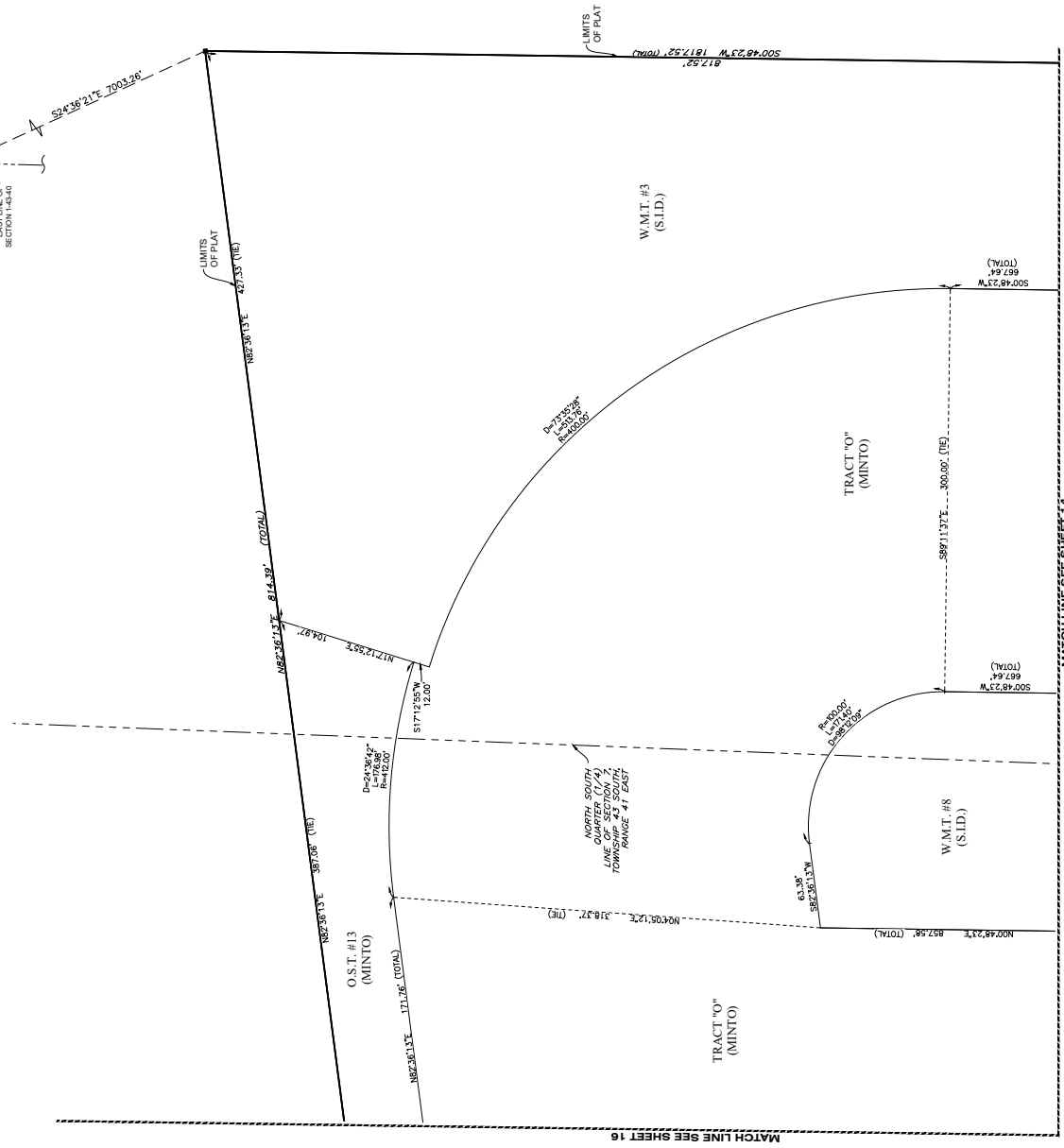
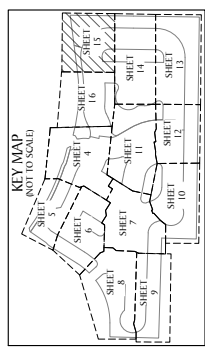
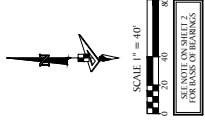
MATCH LINE SEE SHEET 13

MATCH LINE SEE SHEET 11

GROVES OF WESTLAKE - PHASE I

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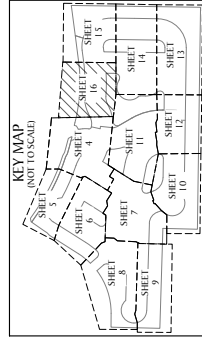
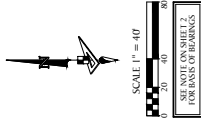
NORTH BOUNDARY OF SECTION 1,
TOWNSHIP 43 S., RANGE 40 E.
EAST LINE OF SECTION 1-43-40
NORTH BOUNDARY OF SECTION 6,
TOWNSHIP 43 S., RANGE 41 E.



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - OPEN SPACE TRACT
 - D.B. DEED BOOK
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 - C CHORD
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 - R/P.E. RURAL PARKWAY EASEMENT
 - (R) RURAL
 - (NR) NON-RADIAL
 - NON-PROFIT ASSOCIATION
 - S.I.D. SINGLE IMPROVEMENT DISTRICT
 - SUBDIVISION
 - PRM PERMANENT REFERENCE MONUMENT
 - PERMANENT CONTROL POINT
 - FOUND PERMANENT MONUMENT
 - SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"

GROVES OF WESTLAKE - PHASE I

BEING IN PART A REPLAT OF OPEN SPACE TRACT #4 AND OPEN SPACE TRACT #5, PERSIMMON BOULEVARD EAST - PLAT 2, PLAT BOOK 128, PAGES 16 THROUGH 19, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



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 - R.P.E. RURAL PARKWAY EASEMENT
 - (R) RURAL
 - (H) HOA
 - H.O.A. HOMEOWNERS ASSOCIATION
 - S.I.D. SEMI-CIRCLE IMPROVEMENT DISTRICT
 - PERM PERMANENT REFERENCE MONUMENT
 - PERM PERMANENT CONTROL POINT
 - REF. REFERENCE MONUMENT
 - SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "TRM LB 7768"

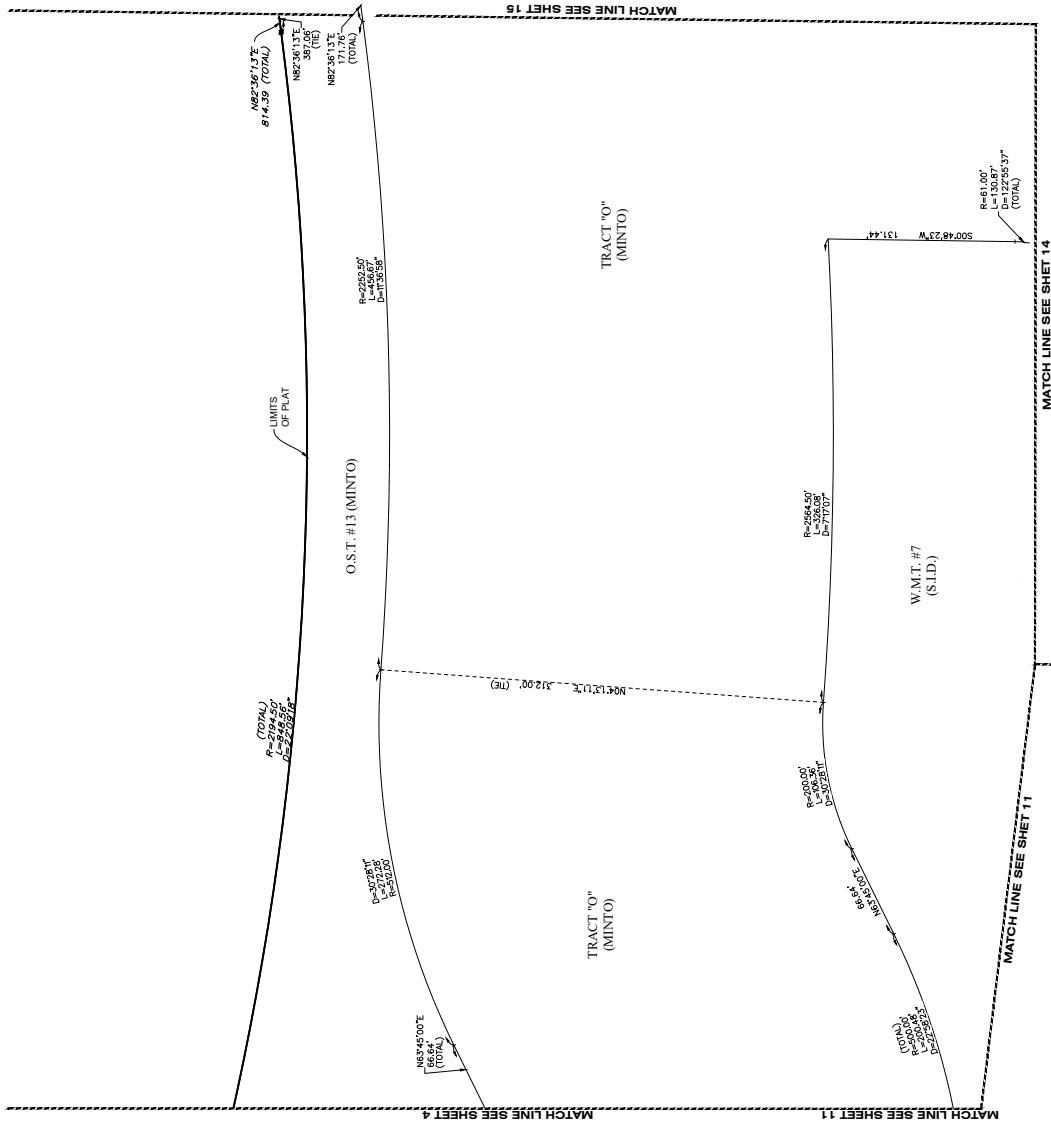


Exhibit 'A'
Groves of Westlake Phase 1
Legal Description

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, THENCE S.01°33'05"W. ALONG THE EAST BOUNDARY LINE OF SAID SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, A DISTANCE OF 4842.94 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1, ALSO BEING THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE CONTINUE S.01°33'05"W., ALONG THE EAST BOUNDARY LINE OF SAID SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, A DISTANCE OF 524.85 FEET TO THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.01°22'23"W., ALONG THE EAST BOUNDARY LINE OF SAID SECTION 12 AND THE WEST BOUNDARY LINE OF SAID SECTION 7, A DISTANCE OF 462.68 FEET TO THE POINT OF BEGINNING; THENCE N.34°38'22"E., A DISTANCE OF 44.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT "A", PERSIMMON BOULEVARD EAST - PLAT 2, AS RECORDED IN PLAT BOOK 128, PAGES 16 AND 19, INCLUSIVE, OF PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID TRACT "A", PERSIMMON BOULEVARD EAST FOR THE FOLLOWING TWELVE (12) COURSES: 1) N.79°38'22"E., A DISTANCE OF 56.57 FEET; 2) THENCE S.55°21'38"E., A DISTANCE OF 132.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 2927.00 FEET; 3) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°58'00", A DISTANCE OF 866.75 FEET TO A POINT OF TANGENCY; 4) THENCE S.60°24'34"E., A DISTANCE OF 51.20 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2938.00 FEET, AND A RADIAL BEARING OF N.16°41'45"E., AT SAID INTERSECTION; 5) THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°56'14", A DISTANCE OF 99.34 FEET TO A POINT OF TANGENCY; 6) THENCE S.75°14'29"E., A DISTANCE OF 107.60 FEET; 7) THENCE S.30°14'29"E., A DISTANCE OF 56.56 FEET; 8) THENCE S.14°45'00"W., A DISTANCE OF 18.14 FEET; 9) THENCE S.75°14'29"E., A DISTANCE OF 100.00 FEET; 10) THENCE N.14°45'00"E., A DISTANCE OF 29.14 FEET; 11) THENCE N.59°45'31"E., A DISTANCE OF 56.57 FEET; 12) THENCE S.75°14'29"E., A DISTANCE OF 23.55 FEET; THENCE S.14°45'31"W., A DISTANCE OF 54.00 FEET; THENCE S.75°14'29"E., A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2194.50 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'18", A DISTANCE OF 848.56 FEET TO A POINT OF TANGENCY; THENCE N.82°36'13"E., A DISTANCE OF 814.39 FEET; THENCE S.00°48'23"W., A DISTANCE OF 1817.52 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AS FOUND MONUMENTED AND OCCUPIED, ALSO BEING CALLED OUT AS THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 7 PER FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN), RECORDED IN OFFICIAL RECORDS BOOK 2330, PAGE 1076, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.89°11'37"W., ALONG SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AS FOUND MONUMENTED AND OCCUPIED, ALSO BEING CALLED OUT AS THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 7 PER SAID FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN), A DISTANCE OF 3121.68 FEET TO THE EAST LINE OF AFORESAID SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AS CALLED OUT IN SAID FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN),; THENCE N.01°28'15"E., ALONG SAID CALLED OUT EAST LINE OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PER SAID FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN), A DISTANCE OF 486.67 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AS CALLED OUT IN SAID FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN); THENCE N.88°16'09"W., ALONG SAID EAST-WEST QUARTER SECTION LINE OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AS CALLED OUT IN FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN), A

DISTANCE OF 1,406.28 FEET TO A POINT ON THE WEST LINE OF THE EAST QUARTER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AS CALLED OUT IN SAID FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN); THENCE N.01°22'47"E., ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE OF THE EAST QUARTER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AS CALLED OUT IN FINAL JUDGMENT (CASE NO.: 73 1016 CA (L) 01 MACMILLAN), A DISTANCE OF 695.87 FEET; THENCE S.89°46'43"E., A DISTANCE OF 19.88 FEET; THENCE S.88°30'20"E., A DISTANCE OF 67.52 FEET; THENCE S.89°46'43"E., A DISTANCE OF 108.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 977.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°30'30", A DISTANCE OF 298.70 FEET; THENCE N.83°26'36"E., A DISTANCE OF 51.99 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 988.50 FEET, AND A RADIAL BEARING OF N.20°14'56"W., AT SAID INTERSECTION; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°20'05", A DISTANCE OF 437.09 FEET TO A POINT OF TANGENCY; THENCE N.01°37'51"E., A DISTANCE OF 16.30 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 977.50 FEET, AND A RADIAL BEARING OF N.46°17'06"W., AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°26'51", A DISTANCE OF 195.30 FEET TO A POINT OF TANGENCY; THENCE N.32°16'03"E., A DISTANCE OF 128.51 FEET; THENCE N.31°08'08"E., A DISTANCE OF 67.62 FEET; THENCE N.32°13'07"E., A DISTANCE OF 192.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 4555.31 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°11'55", A DISTANCE OF 95.30 FEET; THENCE N.46°07'43"E., A DISTANCE OF 50.93 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 4924.48 FEET, AND A RADIAL BEARING OF S.56°03'30"E., AT SAID INTERSECTION; THENCE NORTHEASTERLY , ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'59", A DISTANCE OF 60.13 FEET TO A NON-TANGENT INTERSECTION; THENCE N.34°38'22"E., A DISTANCE OF 170.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 7,234,017 SQUARE FEET OR 166.070 ACRES, MORE OR LESS.



CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

-
1. **DATE:** 3/31/2020
2. **PETITION NUMBER:** ENG-2020-06
3. **DESCRIPTION:** Groves (Pod O) Phase I - Plat
- APPLICANT:** Cotleur-Hearing
- OWNER:** Minto PBLH, LLC
- REQUEST:** Plat Review
- LOCATION:** Westlake, Florida
4. **STAFF REVIEW:** **APPROVAL**

The Engineering Department approves the plans. This is the second review of this Plat. This review is done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. All previous comments have been adequately addressed. The Plat is now in compliance with Chapters 177, Florida Statutes, and the City of Westlake's codes and ordinances.

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

A handwritten signature in blue ink, appearing to read "Suzanne Dombrowski".

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

Pod O Groves of Westlake Phase I Plat



June 8, 2020



Pod O Groves of Westlake Phase I Plat



Pod O – Phase I
Plat Area = 166.07 Acres



Pod O Groves of Westlake

Phase I Plat-Tabular Data

Plat Boundary Area:	166.07 Acres
Pod O Boundary Area:	116.50 Acres
Land Use:	Residential R-1 & R- 2
Zoning:	R-1 & R-2
Dwelling Units	277 (Future 147-Total) 424
Density (Net)	3.64 DU/Ac.

Open Space within Plat Boundary 67.76 Acres



Groves of Westlake Site Plan





Lot Distribution





Main Entrance





THANK YOU



Meeting Agenda Item Coversheet

MEETING DATE:		June 8, 2020	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Final Plat for Tract PC-5 Tax Collector		
STAFF RECOMMENDATION: (MOTION READY)		Approve, Deny or Approve with Conditions		
SUMMARY and/or JUSTIFICATION:		City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. The application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Cover Sheet Resolution Plat Legal Description Boundary Survey Approval Letter			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR TRACT PC-5 TAX COLLECTOR, A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON ILEX WAY-PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.			

FISCAL IMPACT *(if any):*

\$

RESOLUTION 2020-13

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR TRACT PC-5 TAX COLLECTOR, A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON ILEX WAY-PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Minto PBLH, LLC, a Florida Limited Liability Company, as the Applicant has requested approval for the Final Plat for Tract PC-5 Tax Collector, a parcel of land being a Portion of Section 1, Township 43 South, Range 40 East, Palm Beach County, Florida, said parcel also being in part a Replat of a Portion of Tract O.S.T. 2 as shown on the Plat of Town Center Parkway South - Phase II Plat, as recorded in Plat Book 126, Pages 114 and 115, and a Replat of O.S.T. 1 as shown on Ilex Way-Phase I Plat, as recorded in Plat Book 126, Pages 116 and 117, both of the public records of Palm Beach County, Florida, containing approximately 4.631 acres, City of Westlake, Palm Beach County, containing approximately as described in Exhibit "A", attached hereto; and

WHEREAS, the City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071; and

WHEREAS, the application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirements under Florida Statutes, Chapter 177; and

WHEREAS, the Building staff, Engineering staff and Planning staff for the City of Westlake have reviewed the application, the final plat and the boundary survey, and the collective staff has recommended approval; and

WHEREAS, after careful review and consideration, the collective staff has determined that this application has complied with the Palm Beach County Unified Land Development Codes and Florida law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, THAT:

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

Section 2: The City Council for the City of Westlake hereby approves the final plat and boundary survey for Tract PC-5 Tax Collector, as described in the attached Exhibit "A", containing approximately 4.631 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.

Section 3. The applicant shall provide a certified copy of the recorded plat and the applicant shall cover the costs of recording the plat in the public records in and for Palm Beach County Florida.

Section 4: This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this 8th day of June 2020.

PUBLISHED on this 27th day of May, 2020 in the Palm Beach Post.

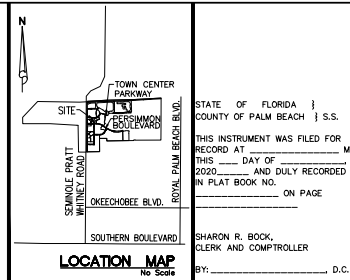
City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
Pam E. Booker, City Attorney

TRACT PC-5 TAX COLLECTOR

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON ILEX WAY-PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND WITHIN THE CITY OF WESTLAKE, FLORIDA



STATE OF FLORIDA }
COUNTY OF PALM BEACH } S.S.
THIS INSTRUMENT WAS FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
2020 _____ AND DULY RECORDED
IN PLAT BOOK NO. _____
_____ ON PAGE _____

SHARON R. BOCK,
CLERK AND COMPTROLLER
BY: _____ D.C.

CLERK'S SEAL

DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS THAT THE PALM BEACH COUNTY TAX COLLECTOR, AN EXECUTIVE BRANCH GOVERNMENT AGENCY UNDER THE FLORIDA CONSTITUTION, ITS SUCCESSORS AND ASSIGNS, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS TRACT PC-5 TAX COLLECTOR, A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON ILEX WAY-PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND WITHIN THE CITY OF WESTLAKE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.07°38'00"W. ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 560.3 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF SAID RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT, A DISTANCE OF 178.52 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGE 40 AND OFFICIAL RECORD BOOK 154, PAGE 378 AND OFFICIAL RECORD BOOK 1640, PAGE 1626 ALL OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 284.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.90°00'00"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY SOUTH, AS SHOWN ON THE FIRE-RESCUE STATION #22 & TOWN CENTER PARKWAY SOUTH PLAT AS RECORDED IN PLAT BOOK 125, PAGES 104 AND 105 AND THE TOWN CENTER PARKWAY SOUTH - PHASE II PLAT AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, BOTH OF SAID PUBLIC RECORDS; THENCE N.09°00'00"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE WESTERLY EXTENSIONS THEREOF, A DISTANCE OF 154.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.90°00'00"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 393.11 FEET; THENCE S.00°00'00"E. A DISTANCE OF 202.00 FEET; THENCE N.90°00'00"E. A DISTANCE OF 32.00 FEET; THENCE S.09°00'00"E. A DISTANCE OF 712.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF ILEX WAY AS SHOWN ON THE PLAT OF ILEX WAY-PHASE I AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117 OF SAID PUBLIC RECORDS, AND SAID TOWN CENTER PARKWAY SOUTH-PHASE II PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 967.00 FEET AND A RADIAL BEARING OF S.80°06'39"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°23'24". A DISTANCE OF 29.57 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 559.00 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°12'10". A DISTANCE OF 128.20 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONVEX TO THE NORTHEAST WITH A RADIUS OF 781.00 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°00'00". A DISTANCE OF 97.74 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONVEX TO THE NORTHEAST WITH A RADIUS OF 121.00 FEET; THENCE N.45°41'21"E. ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°31'11". A DISTANCE OF 64.54 FEET; THENCE N.25°29'24"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE 96.31 FEET; THENCE N.10°17'45"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 21.5 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONVEX TO NORTHEAST WITH A RADIUS OF 759.00 FEET AND A RADIAL BEARING OF N.68°18'32"E. AT SAID INTERSECTION; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°09'49". A DISTANCE OF 240.57 FEET; THENCE N.45°41'21"E. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.448 SQUARE FEET OR 4.631 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AND RESERVE AS FOLLOWS:

TRACT "PC-5"

TRACT "PC-5" AS SHOWN HEREON, IS HEREBY RESERVED FOR THE PALM BEACH COUNTY TAX COLLECTOR, AN EXECUTIVE BRANCH GOVERNMENT AGENCY UNDER THE FLORIDA CONSTITUTION, ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE FOR FUTURE DEVELOPMENT AND PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF WESTLAKE, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF EXECUTIVE BRANCH GOVERNMENT AGENCY UNDER THE FLORIDA CONSTITUTION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

UTILITY EASEMENTS

ALL UTILITY EASEMENTS DESCRIBED ON THE PLAT ARE PRIVATE NON-EXCLUSIVE EASEMENTS UNLESS EXPRESSLY STATED OTHERWISE THEREIN. ALL UTILITY RIGHTS AND EASEMENTS ESTABLISHED BY OR RESERVED BY THIS PLAT ARE HEREBY DEDICATED IN PERPETUITY TO THE SEMINOLE IMPROVEMENT DISTRICT, (A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTERS 189 AND 298, FLORIDA STATUTES, AS A PUBLIC UTILITY PROVIDER OF WATER, SEWER AND RECLAIMED WATER), ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THOSE CERTAIN RESTRICTIONS OF RIGHTS, COVENANTS AND CONDITIONS AS MAY HEREAFTER BE IMPOSED BY GRANITOR, PROVIDED FURTHER SAID GRANTS OR ASSIGNMENTS SHALL NOT BE DEEMED A PUBLIC DEDICATION OF SAID RIGHTS OR EASEMENTS. THE SEMINOLE IMPROVEMENT DISTRICT SHALL HAVE THE RIGHT TO GRANT OTHER UTILITY RIGHTS AND EASEMENTS THE ABILITY TO USE THE EASEMENT, IN ITS SOLE DISCRETION.

IN FURTHERANCE OF THE FOREGOING, THERE IS HEREBY GRANTED TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION, ITS AFFILIATES, LICENSEES, AGENTS, SUCCESSORS, AND ASSIGNS ("FPL"), A NON-EXCLUSIVE EASEMENT AND ACROSS THE UTILITY EASEMENTS DESCRIBED ON THE PLAT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITY FACILITIES, INCLUDING APPURTENANT EQUIPMENT, AND APPURTENANT ABOVE-GROUND EQUIPMENT) TO BE INSTALLED FROM TIME TO TIME, TOGETHER WITH THE RIGHT TO PERMIT FPL TO ATTACH OR PLACE WIRES TO OR WITHIN ANY FACILITIES HEREUNDER AND LAY CABLE AND CONDUIT WITHIN THE EASEMENT AREA, AND TO OPERATE THE SAME FOR ITS COMMUNICATIONS PURPOSES IN CONNECTION WITH ELECTRIC SERVICE AND THE RIGHT OF INGRESS AND EGRESS TO THE UTILITY EASEMENTS AT ALL TIMES.

DRAINAGE EASEMENTS

THE DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY FOR DRAINAGE PURPOSES. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED ON THIS TRACT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE SEMINOLE IMPROVEMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

CITY OF WESTLAKE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM INCLUDING THE DRAINAGE PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS INCLUDING THE RIGHT TO UTILIZE FOR DRAINAGE PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ACCESS EASEMENTS, AND PRIVATE STREETS ASSOCIATED WITH SAID DRAINAGE SYSTEM.

IN WITNESS WHEREOF, PALM BEACH COUNTY TAX COLLECTOR, AN EXECUTIVE BRANCH GOVERNMENT AGENCY UNDER THE FLORIDA CONSTITUTION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CONSTITUTIONAL TAX COLLECTOR, THIS _____ DAY OF _____, 2020.

THE PALM BEACH COUNTY TAX COLLECTOR,
AN EXECUTIVE BRANCH GOVERNMENT AGENCY
UNDER THE FLORIDA CONSTITUTION

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ATTEST: _____

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY _____ AS _____ FOR PALM BEACH COUNTY TAX COLLECTOR, AN EXECUTIVE BRANCH GOVERNMENT AGENCY UNDER THE FLORIDA CONSTITUTION, ON BEHALF OF THE AGENCY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, HEREBY ACCEPTS THE DEDICATIONS AND RESERVATIONS TO SAID DISTRICT AS STATED AND SHOWN HEREON, AND MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS DEDICATION, DATED THIS _____ DAY OF _____, 2020.

WITNESS: _____

SEMINOLE IMPROVEMENT DISTRICT
AN INDEPENDENT SPECIAL DISTRICT
OF THE STATE OF FLORIDA

PRINT NAME: _____

BY: SCOTT MASSIEY, PRESIDENT

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY SCOTT MASSIEY AS PRESIDENT FOR SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

CITY OF WESTLAKE'S APPROVAL

THIS CERTIFIES THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE BY A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2020, IN ACCORDANCE WITH SEC. 17.070(2), F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH SEC. 17.080(1), F.S.

ATTEST: CITY MANAGER, KEN CASSELL

BY: CITY MAYOR, ROGER MANNING

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF _____

WE, FOUNDERS TITLE, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN THE PALM BEACH COUNTY TAX COLLECTOR; THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

HARRY BINNIE, PRESIDENT
FOUNDERS TITLE

AREA TABLE (ACRES)

1. TRACT "PC-5" = 4.631 ACRES
TOTAL = 4.631 ACRES

SURVEYORS NOTES

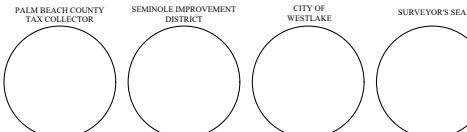
- PERMANENT REFERENCE MONUMENTS ARE SHOWN THIS: "■" A 1 1/2" BRASS DISK, STAMPED "98M 187766" SET IN A 4"x4"x24" CONCRETE MONUMENT. PERMANENT CONTROL POINTS ARE SHOWN AS THIS: "●" A MAGNETIC NAIL AND DISK STAMPED "187766" (UNLESS OTHERWISE NOTED).
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.84°58'45"W. BEARINGS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83 '07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 '90).
- NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY OR SEMINOLE IMPROVEMENT DISTRICT APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS OVERLAP.
- THE BUILDING SETBACKS SHALL BE AS REQUIRED BY THE CITY OF WESTLAKE ZONING REGULATIONS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REFLECTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
- ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
- COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID DATUM - NAD83 2007 ADJUSTMENT
ZONE - FLORIDA EAST
LINEAR UNITS - US SURVEY FEET
COORDINATE SYSTEM - 1983 STATE PLANE
PROJECTION - TRANSVERSE MERCATOR
ALL DISTANCES ARE GROUND
SCALE FACTOR: 1.0000
GROUND DISTANCE x SCALE FACTOR = GRID DISTANCE
PLAT BEARING - GRID BEARING
NO ROTATION
ALL TIES TO SECTION CORNERS AND QUARTER CORNERS ARE GENERATED FROM MEASURED VALUES

SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S.") HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS ("P.C.P.S.") AND MONUMENTS ACCORDING TO SEC. 17.090(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF WESTLAKE FOR THE REQUIRED IMPROVEMENTS; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTERS 189, 298, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CITY OF WESTLAKE, FLORIDA.

DATE: _____
GARY A. RAGER, P.S.M.
LICENSE NO. 15438
STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY
RAGER, P.S.M.
4152 WEST BLUE HERON BOULEVARD,
LS4928 STATE OF FLORIDA,
GEOPOINT SURVEYING, INC.,
RIVERDA BEACH, FLORIDA 33404.
CERTIFICATE OF AUTHORIZATION NO. LB7768



GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd. Phone: (561) 444-2720
Suite 1050 West Palm Beach, FL 33409
Riviera Beach, FL 33404. www.geopointsurveying.com
Licensed Business Number LB 7768

Sheet No. 1 of 2 Sheets

Exhibit 'A'

Palm Beach County Tax Collector and The Department of Motor Vehicles Offices

Legal Description

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON ILEX WAY-PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND WITHIN THE CITY OF WESTLAKE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.01°33'05"W. ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF SAID RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT, A DISTANCE OF 3776.52 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGE 40 AND OFFICIAL RECORD BOOK 1544, PAGE 378 AND OFFICIAL RECORD BOOK 1640, PAGE 1626 ALL OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 3294.35 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF AND A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY SOUTH, AS SHOWN ON THE FIRE-RESCUE STATION #22 & TOWN CENTER PARKWAY SOUTH PLAT AS RECORDED IN PLAT BOOK 123, PAGES 104 AND 105 AND THE TOWN CENTER PARKWAY SOUTH - PHASE II PLAT AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, BOTH OF SAID PUBLIC RECORDS; THENCE N.90°00'00"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE WESTERLY EXTENSIONS THEREOF, A DISTANCE OF 954.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.90°00'00"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 393.11 FEET; THENCE S.00°00'00"E., A DISTANCE OF 202.00 FEET; THENCE N.90°00'00"W., A DISTANCE OF 32.00 FEET; THENCE S.00°00'00"E., A DISTANCE OF 712.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF ILEX WAY AS SHOWN ON THE PLAT OF ILEX WAY-PHASE I AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117 OF SAID PUBLIC RECORDS, AND SAID TOWN CENTER PARKWAY SOUTH-PHASE II PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 867.00 FEET AND A RADIAL BEARING OF S.80°06'53"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°24'34", A DISTANCE OF 278.57 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 559.00 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°13'16", A DISTANCE OF 158.26 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 781.00 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°10'12", A DISTANCE OF 97.74 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 312.00 FEET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°51'11", A DISTANCE OF 64.54 FEET; THENCE N.25°29'34"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE 96.33 FEET; THENCE N.10°17'45"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 52.15 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO

NORTHEAST WITH A RADIUS OF 759.00 FEET AND A RADIAL BEARING OF N.68°18'32"E. AT SAID INTERSECTION; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'36", A DISTANCE OF 240.57 FEET; THENCE N.43°41'21"E. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.57 FEET TO THE POINT OF BEGINNING.

CONTAINING: 201,748 SQUARE FEET OR 4.631 ACRES MORE OR LESS.



CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

-
- | | |
|----------------------------|-------------------------------|
| 1. DATE: | 5/22/2020 |
| 2. PETITION NUMBER: | ENG-2020-13 |
| DESCRIPTION: | Tax Collector's Office - Plat |
| APPLICANT: | Cotleur & Hearing |
| REQUEST: | Plat Review |
| LOCATION: | Westlake, Florida |
| 4. STAFF REVIEW: | APPROVAL |

The Engineering Department has approved the resubmittal received on 5/1/2020. This is the second review of this Plat. This review is done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. All previous comments have been adequately addressed. The Plat is in compliance with Chapters 177, Florida Statutes, and the City of Westlake's codes and ordinances.

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

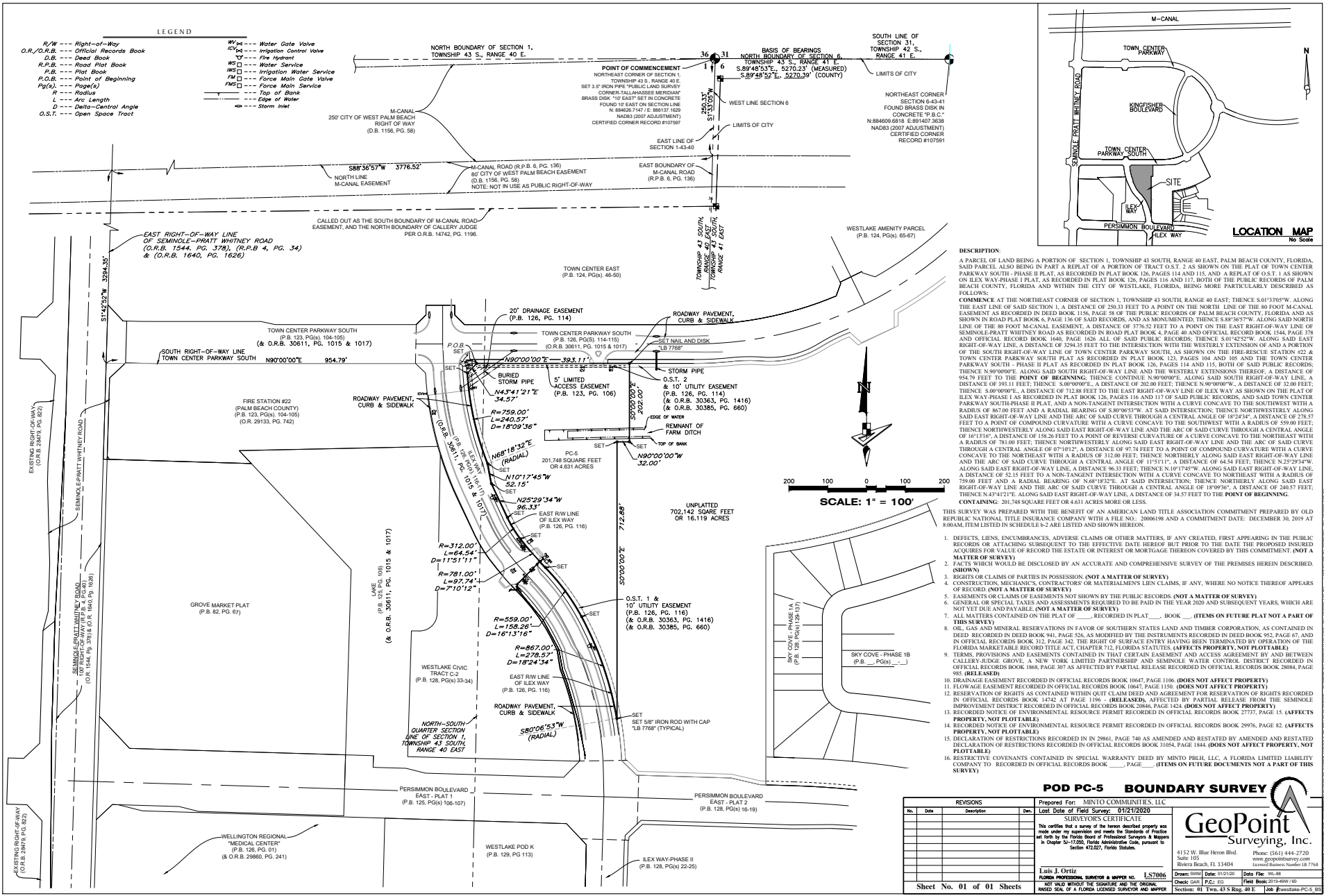
A handwritten signature in blue ink, appearing to read "Suzanne Dombrowski".

Suzanne Dombrowski, P.E.

Chen Moore and Associates

Tel: 561.746.6900 x 1035

Email: sdombrowski@chenmoore.com



DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPEAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPEAT OF O.S.T. 1 AS SHOWN ON ILEX WAY PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND WITHIN THE CITY OF WESTLAKE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.01°39'57"W, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT AS RECORDED IN DEED BOOK 256, PAGE 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF SAID RECORDS, AND AS MONUMENTED; THENCE S.89°45'53"E, S.270.23' (MEASURED) S.89°45'53"E, S.270.23' (MEASURED) TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGE 40 AND OFFICIAL RECORD BOOK 1544, PAGE 378 AND OFFICIAL RECORD BOOK 1646, PAGE 162, ALL OF SAID PUBLIC RECORDS; THENCE S.01°42'22"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 258.15 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF AND A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY SOUTH, AS SHOWN ON THE FIRE-RESCUE STATION #22 & TOWN CENTER PARKWAY SOUTH PLAT AS RECORDED IN PLAT BOOK 123, PAGES 104 AND 105 AND THE TOWN CENTER PARKWAY SOUTH - PHASE II PLAT AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, BOTH OF SAID PUBLIC RECORDS; THENCE N.90°00'00" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 712.38 FEET TO THE EAST RIGHT-OF-WAY LINE OF ILEX WAY, AS SHOWN ON THE PLAT OF ILEX WAY PHASE I AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117 OF SAID PUBLIC RECORDS, AND SAID TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 807.00 FEET AND A RADIAL BEARING OF S.89°06'53"W, AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°24'34", A DISTANCE OF 276.57 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 590.00 FEET; THENCE S.09°00'00" W, A DISTANCE OF 202.00 FEET; THENCE N.80°00'00" W, A DISTANCE OF 32.00 FEET; THENCE S.09°00'00" W, A DISTANCE OF 712.38 FEET TO THE EAST RIGHT-OF-WAY LINE OF ILEX WAY, AS SHOWN ON THE PLAT OF ILEX WAY PHASE I AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117 OF SAID PUBLIC RECORDS, AND SAID TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 781.00 FEET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°01'21", A DISTANCE OF 07.74 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 312.00 FEET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°15'11", A DISTANCE OF 64.54 FEET; THENCE N.25°29'34"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 96.33 FEET; THENCE N.01°17'45"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 52.15 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 59.00 FEET AND A RADIAL BEARING OF N.01°17'45"W, AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'38", A DISTANCE OF 240.57 FEET; THENCE N.87°41'21"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 201.28 SQUARE FEET OR 4.61 ACRES MORE OR LESS.

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF AN AMERICAN LAND TITLE ASSOCIATION COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY WITH A FILE NO. 2006198 AND A COMMITMENT DATE: DECEMBER 30, 2019 AT 8:04AM. ITEMS LISTED IN SCHEDULES B, C, D, E, AND H ARE LISTED AND SHOWN HEREBY.

- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS IF ANY CREATED FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THIS PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (NOT A MATTER OF SURVEY).
- FACTS WHICH WOULD BE DISCLOSED BY AN ACCURATE AND COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (SHOW)
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (NOT A MATTER OF SURVEY).
- CONSTRUCTION, MECHANICS, CONTRACTORS' OR MATERIALMEN'S LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD. (NOT A MATTER OF SURVEY).
- EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. (NOT A MATTER OF SURVEY).
- GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2020 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. (NOT A MATTER OF SURVEY).
- ALL MATTERS CONTAINED ON THE PLAT OF _____, RECORDED IN PLAT BOOK _____, (ITEMS ON FUTURE PLAT NOT A PART OF THIS SURVEY).
- OIL, GAS AND MINERAL RESERVATIONS IN FAVOR OF SOUTHERN STATES LAND AND TIMBER CORPORATION, AS CONTAINED IN DEED RECORDED IN DEED BOOK 94, PAGE 528, AS MODIFIED BY THE INSTRUMENTS RECORDED IN DEED BOOK 92, PAGE 67, AND IN OFFICIAL RECORDS BOOK 312, PAGE 342, THE RIGHT OF SURFACE ENTRY HAVING BEEN TERMINATED BY OPERATION OF THE FLORIDA MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES. (AFFECTS PROPERTY, NOT PLOTTABLE).
- TERMS, PROVISIONS AND EASEMENTS CONTAINED IN A NEW YORK LIMITED PARTNERSHIP AND SEMINOLE WATER CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1864, PAGE 87, AS AFFECTED BY PARTIAL RELEASE RECORDED IN OFFICIAL RECORDS BOOK 2086, PAGE 95. (RELEASED)
- DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 10647, PAGE 1106. (DOES NOT AFFECT PROPERTY)
- FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 10647, PAGE 1150. (DOES NOT AFFECT PROPERTY)
- RESERVATION OF RIGHTS AS CONTAINED WITHIN A QUIT CLAIM DEED AND AGREEMENT FOR RESERVATION OF RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 14742, AT PAGE 1106. (RELEASED, AFFECTED BY PARTIAL RELEASE FROM THE SEMINOLE IMPROVEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 2086, PAGE 1454. (DOES NOT AFFECT PROPERTY))
- RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 2777, PAGE 15. (AFFECTS PROPERTY, NOT PLOTTABLE)
- RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 2976, PAGE 82. (AFFECTS PROPERTY, NOT PLOTTABLE)
- DECLARATION OF RESTRICTIONS RECORDED IN DEED 2860, PAGE 740 AS AMENDED AND RESTATED BY AMENDED AND RESTATED DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 3105, PAGE 1844. (DOES NOT AFFECT PROPERTY, NOT PLOTTABLE)
- RESTRICTIVE COVENANTS CONTAINED IN SPECIAL WARRANTY DEED BY MINTO PRUL, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____. (ITEMS ON FUTURE DOCUMENTS NOT A PART OF THIS SURVEY)

POD PC-5 BOUNDARY SURVEY

REV.	DATE	DESCRIPTION	PREPARED FOR:	DATE:
			MINTO COMMUNITIES, LLC	01/21/2020

SURVEYORS CERTIFICATE
 This certificate that a review of the items described property was made under my supervision and meets the Standards of Practice set forth by the Surveyors of Professional Services in Chapter 55-17.005, Florida Administrative Code, pursuant to the provisions of Chapter 471.012, Florida Statute.

Luke J. Ortiz
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER No. 15770016
 Order: 00000001 Date: 01/21/2020
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL LICENSE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet No. 01 of 01 Sheets

GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
Boca Raton, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
License # 68000 Number 18 7764

Drawn: 01/21/2020 Date: 01/21/2020 File: W3-88
 Order: 00000001 Date: 01/21/2020
 Sheet: 01 of 01 Date: 01/21/2020 File: W3-88

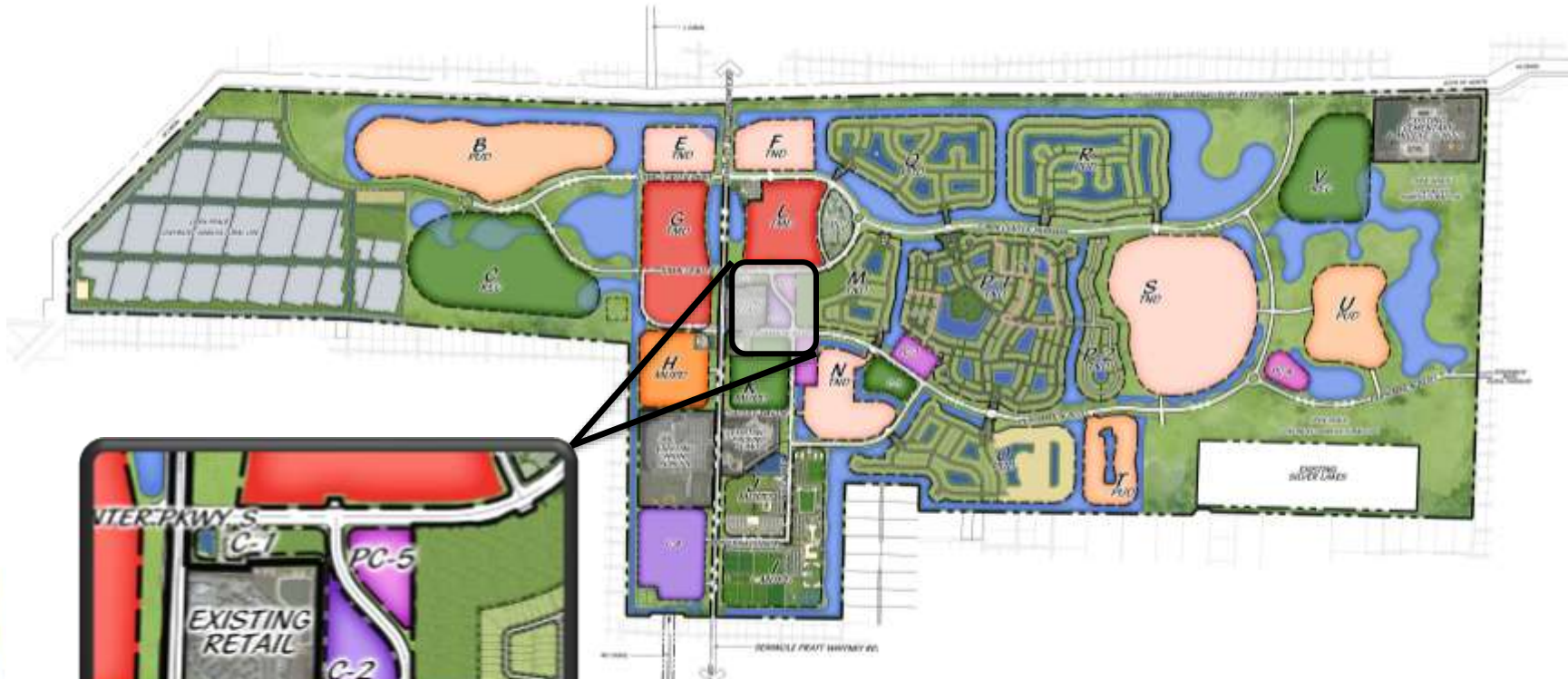
PBC Tax Collector Site Plan and Plat



June 8, 2020



PBC Tax Collector Site Plan & Plat



PC-5
Plat Area = 4.63 Acres



PBC Tax Collector Site Plan & Plat

Plat Boundary Area:	4.63 Acres
Land Use:	Civic
Zoning:	Civic / Educational
Proposed Use:	Governmental Services
Building Area:	23,735 SF
Lot Coverage:	13%
Open Space:	36%
Parking Required:	66
Parking Provided	146
Bike Parking Provided:	7

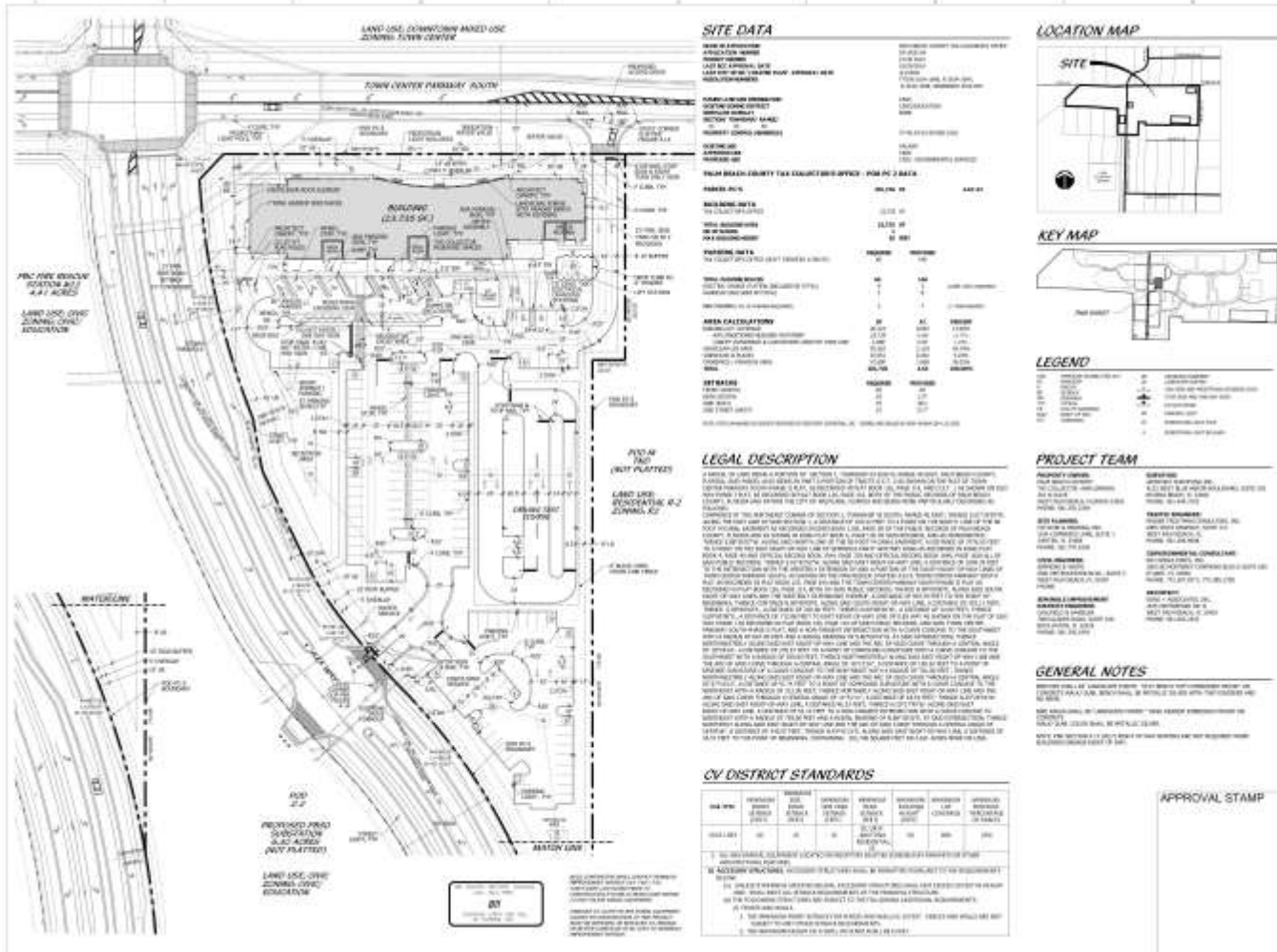


PBC Tax Collector Context Site Plan





PBC Tax Collector Technical Site Plan



SITE DATA

GENERAL INFORMATION

PROJECT NAME: PBC TAX COLLECTOR

PROJECT ADDRESS: 10000 WEST LAKE DRIVE

PROJECT CITY: WESTLAKE, FLORIDA

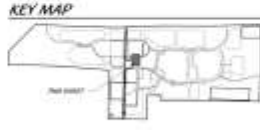
PROJECT COUNTY: PALM BEACH COUNTY

PROJECT ZONING: RS-10

PROJECT AREA: 23.285 ACRES

AREA CALCULATIONS

AREA	ACRES	SQ. FT.
TOTAL SITE AREA	23.285	1,600,000
IMPROVED AREA	1.500	104,000
UNIMPROVED AREA	21.785	1,496,000
TOTAL IMPROVED AREA	1.500	104,000
TOTAL UNIMPROVED AREA	21.785	1,496,000
TOTAL AREA	23.285	1,600,000



LEGEND

SYMBOL	DESCRIPTION
(Symbol)	PROPOSED IMPROVEMENTS
(Symbol)	EXISTING IMPROVEMENTS
(Symbol)	PROPOSED PAVEMENT
(Symbol)	EXISTING PAVEMENT
(Symbol)	PROPOSED SIDEWALKS
(Symbol)	EXISTING SIDEWALKS
(Symbol)	PROPOSED DRIVEWAYS
(Symbol)	EXISTING DRIVEWAYS
(Symbol)	PROPOSED UTILITIES
(Symbol)	EXISTING UTILITIES

PROJECT TEAM

OWNER: PALM BEACH COUNTY TAX COLLECTOR

ARCHITECT: SOUtheastern ARCHITECTURE, INC.

ENGINEER: HOK

LANDSCAPE ARCHITECT: HOK

PLANNING: HOK

LEGAL COUNSEL: HOK

GENERAL CONTRACTOR: HOK

CONSTRUCTION MANAGER: HOK

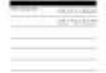
LEGAL DESCRIPTION

A certain parcel of land situated in the City of Westlake, Florida, known as the PBC Tax Collector Site, containing approximately 23.285 acres, more or less, as shown on the attached plat, and being more particularly described as follows: ...

CV DISTRICT STANDARDS

ITEM NO.	REQUIREMENT	COMPLIANCE
1
2
3
4
5
6
7
8
9
10

APPROVAL STAMP



CONSTRUCTION SCHEDULE

Scale: 1" = 40'

SPI = 2



PBC Tax Collector Context Site Plan



Visitor Parking

Driving Test Course

Ilex Way Entry

C-2

POD PC-5
BOUNDARY

ILEX WAY

RETENTION AREA

BUILDING
23,735 SF

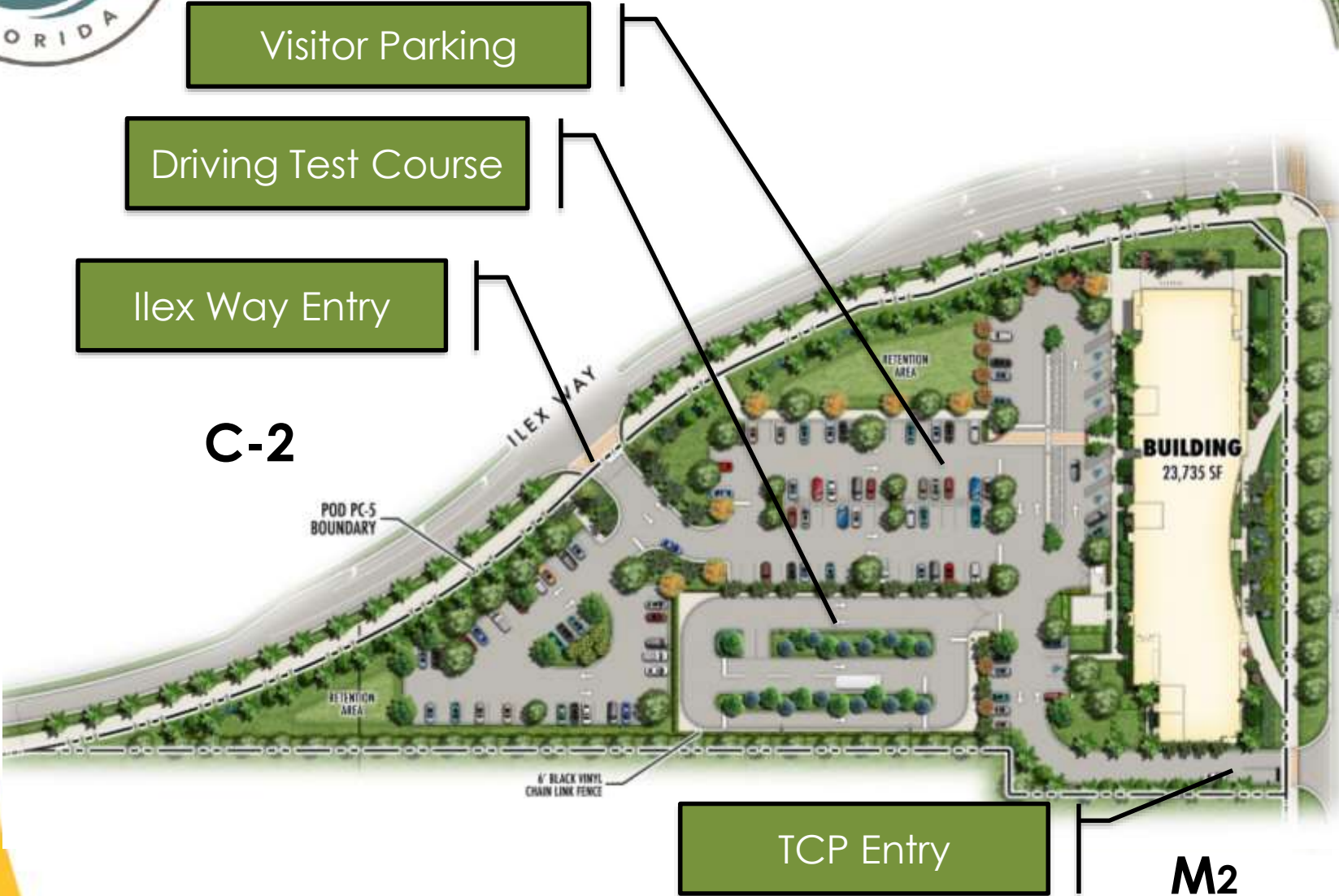
TOWN CENTER PARKWAY SOUTH

TCP Entry

M2

6" BLACK VINYL
CHAIN LINK FENCE

RETENTION AREA





PBC Tax Collector Architecture





PBC Tax Collector Architecture





PBC Tax Collector Architecture





PBC Tax Collector Architecture





PBC Tax Collector Plat Cover Sheet

TRACT PC-5 TAX COLLECTOR

A PARCEL OF LAND BEING A PORTION OF SECTION 3, TOWNSHIP 43 SOUTH RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL, ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON BLEX WAY PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND WITHIN THE CITY OF WESTLAKE, FLORIDA.



SECTION 1 - GENERAL INFORMATION

A parcel of land being a portion of Section 3, Township 43 South Range 40 East, Palm Beach County, Florida, said parcel, also being in part a replat of a portion of Tract O.S.T. 2 as shown on the Plat of Town Center Parkway South - Phase II Plat, as recorded in Plat Book 126, Pages 114 and 115, and a replat of O.S.T. 1 as shown on Blex Way Phase I Plat, as recorded in Plat Book 126, Pages 116 and 117, both of the Public Records of Palm Beach County, Florida and within the City of Westlake, Florida.

SECTION 2 - LEGAL DESCRIPTION

The portion of the portion of Section 3, Township 43 South Range 40 East, Palm Beach County, Florida, said portion, also being in part a replat of a portion of Tract O.S.T. 2 as shown on the Plat of Town Center Parkway South - Phase II Plat, as recorded in Plat Book 126, Pages 114 and 115, and a replat of O.S.T. 1 as shown on Blex Way Phase I Plat, as recorded in Plat Book 126, Pages 116 and 117, both of the Public Records of Palm Beach County, Florida and within the City of Westlake, Florida.

SECTION 3 - TAX COLLECTOR'S NAME

Tax Collector Name: _____

SECTION 4 - PARCEL IDENTIFICATION

Parcel Identification Number (PIN): _____

SECTION 5 - PROPERTY ADDRESS

Address: _____

SECTION 6 - PROPERTY TYPE

Property Type: _____

SECTION 7 - TRACT INFORMATION

Tract Name: _____

Tract Number: _____

Tract Area: _____

SECTION 8 - GENERAL NOTES

The information provided on this cover sheet is for informational purposes only and should not be used as a substitute for a legal description or other official records. The information is provided as a courtesy to the public.

SECTION 9 - TAX COLLECTOR'S CONTACT INFORMATION

Contact Information: _____

SECTION 10 - SIGNATURE AND DATE

Signature: _____
Date: _____

SECTION 11 - OFFICIAL CERTIFICATION

I certify that the information provided on this cover sheet is true and correct to the best of my knowledge and belief.

SECTION 12 - NOTARY PUBLIC

Notary Public Name: _____
Commission Number: _____
Expiration Date: _____

SECTION 13 - SIGNATURE AND DATE

Signature: _____
Date: _____

SECTION 14 - PUBLIC RECORDS INFORMATION

Public Records Information: _____

SECTION 15 - PLAT INFORMATION

Plat Information: _____

SECTION 16 - GENERAL NOTES

General Notes: _____





THANK YOU



Meeting Agenda Item Coversheet

MEETING DATE:		June 8, 2020	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Site Plan Application from Palm Beach County Tax Collector's office and Department of Motor Vehicle (DMV) for a site plan review to build a one (1) story 23,735 square feet office building and landscaping. The subject application is located on 16440 Town Center Parkway South, Westlake, Florida, 33470. SPR-2020-04.		
STAFF RECOMMENDATION: (MOTION READY)		Approve, Deny or Approve with Conditions		
SUMMARY and/or JUSTIFICATION:		The City's Land Development Regulations provides procedures for the review and adoption of site plans by the City Council. The site plan is consistent with all of the requirements of the Unified Land Development Regulations.		
SELECT, if applicable		AGREEMENT:	<input type="checkbox"/>	BUDGET:
		STAFF REPORT:	<input type="checkbox"/>	PROCLAMATION:
		EXHIBIT(S):	<input checked="" type="checkbox"/>	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Cover Sheet Staff Report Resolution Site Plan Legal Description Conditions of Approval		
SELECT, if applicable		RESOLUTION:	<input checked="" type="checkbox"/>	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>		A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR THE PALM BEACH COUNTY TAX COLLECTOR AND THE DEPARTMENT OF MOTOR VEHICLES OFFICES, LOCATED AT 16440 TOWN CENTER PARKWAY SOUTH, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE		

FISCAL IMPACT *(if any):*

\$

June 8, 2020

RESOLUTION 2020-14

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR THE PALM BEACH COUNTY TAX COLLECTOR AND THE DEPARTMENT OF MOTOR VEHICLES OFFICES, LOCATED AT 16440 TOWN CENTER PARKWAY SOUTH, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Land Development Regulations provides procedures for the review and adoption of site plans by the City Council; and

WHEREAS, the developer Minto PBLH, LLC, submitted an application for site plan review and approval for the Palm Beach County Tax Collector and The Department of Motor Vehicles Offices, located at 16440 Town Center Parkway, Westlake, Florida, 33470, legally described in the attached Exhibit "A", and

WHEREAS, staff has reviewed and recommends approval of the proposed site plan, SPR 2020-04 including a one (1) story 23,735 square foot office building, including approximately 4.631 acres, provided in the attached Exhibit "B", (site plan); and

WHEREAS, the site plan is consistent with all of the requirements of the Unified Land Development Regulations; and

WHEREAS, pursuant to law, notice has been given by publication in a paper of general circulation in Palm Beach County, notifying the public of this proposed resolution and of the public hearing; and

WHEREAS, the City Council for the City of Westlake finds that the adoption an implementation of this resolution is in the best interest and welfare of the residents of the City of Westlake.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, THAT:

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

Section 2: Approval of Site Plan: The City Council for the City of Westlake hereby approves SPR 2020-04 including a one (1) story 23,735 square foot office building for the Palm Beach County Tax Collector and the Department Of Motor Vehicles Offices, located at 16440 Town Center Parkway, Westlake, Florida, 33470, as described in the attached Exhibit "A", containing approximately 4.631 acres, which is located in the City of Westlake, and in Palm Beach County, Florida. The site plan approval is subject to the applicant meeting all of the conditions set forth in the development approval, as attached hereto as Exhibit "C", which is incorporated herein and made a part hereof.

Section 3. Implementation: The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Resolution.

Section 4: Effective Date: This resolution shall take effect immediately upon its adoption.

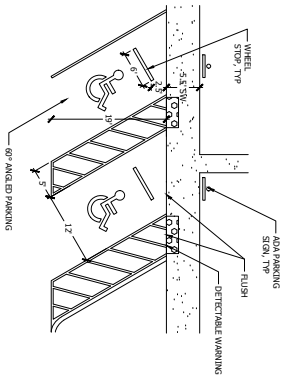
PASSED AND APPROVED by City Council for the City of Westlake, on this 8th day of June, 2020.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

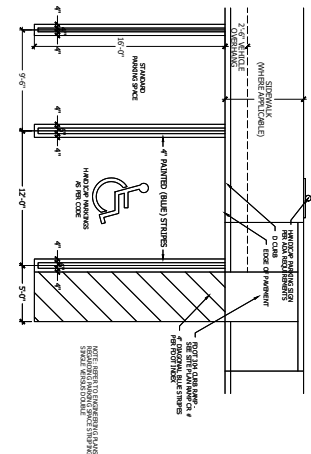
Approved as to Form and Sufficiency
Pam E. Booker, City Attorney

ANGLED ADA PARKING DETAIL



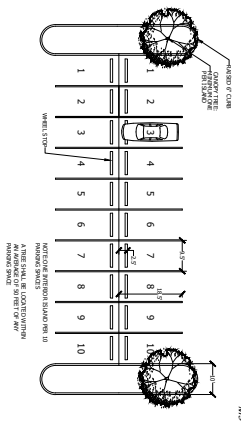
M/S

STANDARD AND ADA PARKING DETAIL

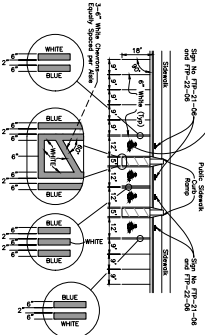
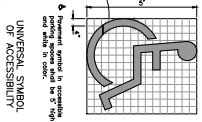


M/S

HEAD TO HEAD PARKING DETAIL

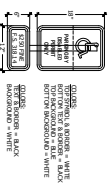


M/S



- NOTES:**
1. An Accessible Space is required for each accessible space when edge of curb is not provided.
 2. Check for pavement markings only, not public, adjacent curb strips.
 3. All ADA requirements shall be checked to ensure they meet 15180 of the ADA Standards for Accessible Design.
 4. The 12'-0" wide space shall be marked with the 12'-0" wide space.
- PAVEMENT MARKING FOR PUBLIC SIDEWALK CURB BOARDS**

HANDICAP SIGN DETAIL



M/S

DUMPMSTER DETAIL

REFER TO ARCHITECTURAL DETAILS SHEET A.1.50

BENCH

STAIN RESISTANT BENCH WITH BAMBINOSS
landscapeFormer
 www.landscapeformer.com Pn. 800.521.2546

M/S



BIKE RACK

RING HITCHCOCK
landscapeFormer
 www.landscapeformer.com Pn. 800.521.2546

M/S

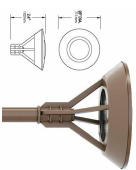


PEDESTRIAN LIGHT BOLLARD



M/S

PEDESTRIAN LIGHT POLE



M/S

PARKING LIGHT



M/S

CAR CHARGING STATION

(OR EQUIV)



M/S

APPROVAL STAMP



Song + Associates

Architecture • Planning • Interior Design
 1440 Town Center Parkway, Suite 200
 Westlake, Florida 33470
 Telephone: 561-861-3412
 Fax: 561-861-3422
 www.songplus.com BR - 0000000

License # :
 Contract # :
 Comments :



O'Connell & Heating
 Mechanical • Electrical • Plumbing
 1440 Town Center Parkway, Suite 200
 Westlake, Florida 33470
 Telephone: 561-861-3412
 Fax: 561-861-3422
 www.oconnellandheating.com BR - 0000000

WESTLAKE SERVICE CENTER
 1840 Town Center Parkway, South
 Westlake, Florida 33470
 Key Plan :

Revisions :

Revisions	Date
1	05/07/2020
2	05/19/2020

DATE: 04/13/2020
SCALE: AS SHOWN
CD Project No. : 200014
Drawn By : JAC, JS
Checked By : JCH
Phase :
 CONSTRUCTION
 DOCUMENTS

Sheet Title : REGULATING PLAN
 Scale: 1" = 40'
 Sheet # :
 SP2 OF 2

CONTRACT ADMINISTRATION
 WESTLAKE SERVICE CENTER
 1840 TOWN CENTER PARKWAY, SOUTH
 WESTLAKE, FLORIDA 33470
 TEL: 561-861-3412 FAX: 561-861-3422
 WWW.WESTLAKE-SC.COM

Exhibit 'A'

Palm Beach County Tax Collector and The Department of Motor Vehicles Offices
Legal Description

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL ALSO BEING IN PART A REPLAT OF A PORTION OF TRACT O.S.T. 2 AS SHOWN ON THE PLAT OF TOWN CENTER PARKWAY SOUTH - PHASE II PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, AND A REPLAT OF O.S.T. 1 AS SHOWN ON ILEX WAY-PHASE I PLAT, AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND WITHIN THE CITY OF WESTLAKE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.01°33'05"W. ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF SAID RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT, A DISTANCE OF 3776.52 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD AS RECORDED IN ROAD PLAT BOOK 4, PAGE 40 AND OFFICIAL RECORD BOOK 1544, PAGE 378 AND OFFICIAL RECORD BOOK 1640, PAGE 1626 ALL OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 3294.35 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF AND A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY SOUTH, AS SHOWN ON THE FIRE-RESCUE STATION #22 & TOWN CENTER PARKWAY SOUTH PLAT AS RECORDED IN PLAT BOOK 123, PAGES 104 AND 105 AND THE TOWN CENTER PARKWAY SOUTH - PHASE II PLAT AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, BOTH OF SAID PUBLIC RECORDS; THENCE N.90°00'00"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE WESTERLY EXTENSIONS THEREOF, A DISTANCE OF 954.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.90°00'00"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 393.11 FEET; THENCE S.00°00'00"E., A DISTANCE OF 202.00 FEET; THENCE N.90°00'00"W., A DISTANCE OF 32.00 FEET; THENCE S.00°00'00"E., A DISTANCE OF 712.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF ILEX WAY AS SHOWN ON THE PLAT OF ILEX WAY-PHASE I AS RECORDED IN PLAT BOOK 126, PAGES 116 AND 117 OF SAID PUBLIC RECORDS, AND SAID TOWN CENTER PARKWAY SOUTH-PHASE II PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 867.00 FEET AND A RADIAL BEARING OF S.80°06'53"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°24'34", A DISTANCE OF 278.57 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 559.00 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°13'16", A DISTANCE OF 158.26 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 781.00 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°10'12", A DISTANCE OF 97.74 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 312.00 FEET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°51'11", A DISTANCE OF 64.54 FEET; THENCE N.25°29'34"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE 96.33 FEET; THENCE N.10°17'45"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 52.15 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO

NORTHEAST WITH A RADIUS OF 759.00 FEET AND A RADIAL BEARING OF N.68°18'32"E. AT SAID INTERSECTION; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'36", A DISTANCE OF 240.57 FEET; THENCE N.43°41'21"E. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.57 FEET TO THE POINT OF BEGINNING.

CONTAINING: 201,748 SQUARE FEET OR 4.631 ACRES MORE OR LESS.



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

1. **DATE:** 5/29/2020
2. **APPLICATION NUMBER:** SP-2020-04
3. **DESCRIPTION:** Tax Collectors - Site Plan
APPLICANT: Cotleur & Hearing, LLC
OWNER: MINTO PBLH, LLC
REQUEST: Site Plan Approval
LOCATION: Westlake, FL
4. **STAFF REVIEW:** **APPROVAL LETTER**

The Engineering Department approves the Site Plan. However, the following comments shall be noted:

General Comment

There have been many previous discussions regarding development of the site and will need final coordination as part of the Land Development process.

Drainage Statement Comments:

1. Preliminary drainage statement describing the general connection of the site to the master plan was submitted. The finish floor elevation was general stated as 12" above the 100 year – 3 day storm. This is not labeled in the plans. The LDRs requires the maximum of several conditions, the above statement being only one of the conditions. Final Finish Floor Elevation will be determined based on complete stormwater drainage calculations and LDRs and as indicated.
2. Civil, Landscape and Site Plans require coordination of most recent edits to address final comments. Ensure that revision of the plans to address comments are coordinated prior to land development application.

All previous comments have been satisfied.

Preliminary Landscape Plan – Streetscape Plan

All previous comments have been satisfied.

Traffic Statement

All previous comments have been satisfied.

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

A handwritten signature in blue ink, appearing to read 'S-D', with a horizontal line extending to the right and a small dot at the end.

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



City of Westlake

Planning and Zoning Department

Staff Report – 6/8/2020

PETITION DESCRIPTION

PETITION NUMBER: SP-2020-04 *Palm Beach County Tax Collector’s Office – Site Plan Review*

APPLICANT: Cotleur & Hearing

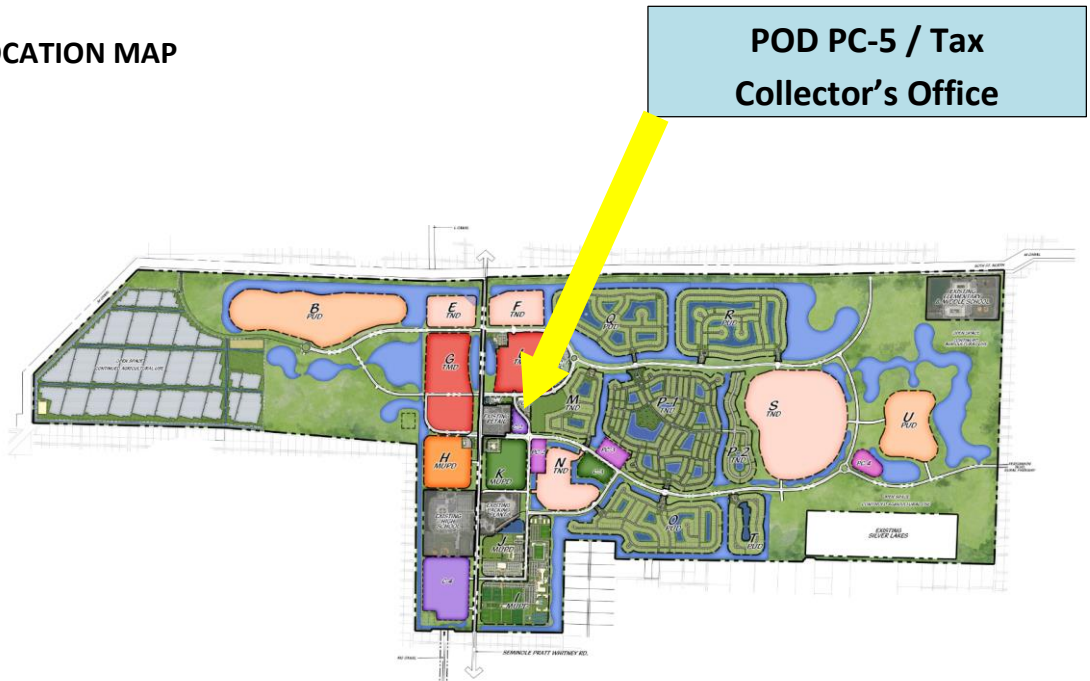
OWNER: Palm Beach County Tax Collector

REQUEST: Application from Palm Beach County Tax Collector’s office and Department of Motor Vehicle (DMV) for a site plan review to build a one (1) story 23,735 square feet office building and landscaping. The subject application is located on 16440 Town Center Parkway South, Westlake, Florida, 33470.

LOCATION: Pod PC-5

PROPERTY CONTROL NUMBERS: 77-40-43-01-00-000-1010

LOCATION MAP



1. PETITION FACTS

- a. **Total Gross Site Area:** 4.63 acres
- b. **Building Data:** 23,735 SF
- c. **Land Use and Zoning**
 - Existing Land Use:** Vacant
 - Future Land Use:** Civic
 - Zoning:** Civic/Education

	FUTURE LAND USE	ZONING
SUBJECT PROPERTY	Civic	Civic / Education
NORTH	Downtown Mixed Use	Town Center
SOUTH	Civic	Civic / Education
EAST(Pod M)	Residential – 2	Residential – 2
WEST	Civic & Mixed Use	Civic / Education & Mixed Use

2. REVIEW AND ANALYSIS

Application from Palm Beach County Tax Collector’s office and Department of Motor Vehicle (DMV) for a site plan review to build a one (1) story 23,735 square feet office building and landscaping. The subject application is located on 16440 Town Center Parkway South, Westlake, Florida, 33470. The subject application was reviewed by the City of Westlake staff (Planning and Zoning, Engineering), Seminole Improvement District (SID) and Palm Beach County Fire Rescue.



The following table presents compliance with applicable zoning code:

Zoning District: Civic / Education	REQUIRED BY CODE	PROPOSED	COMMENTS
Setbacks			
Front	Main Structure: 20'	20'	In compliance
Rear	Main Structure: 10'	117'	In compliance
Side Yard - East	Main Structure: 15'	38.1	In compliance
Side Yard - West	Main Structure: 15'	27.7	In compliance
Lot Coverage	Maximum: 30%	13%	In compliance
Pervious / Open Space	Minimum 25%	36.03%	In compliance
Building Height	Maximum: 50 ft	30'	In compliance
Parking	Required: 1/360 SF = 66 Parking Spaces	146	In compliance
Bike Racks	5% of parking required. Required: 3 spaces	7	In compliance
Sidewalks	Pedestrian walkways must be a minimum of 5 ft. wide	5' +	In compliance

Loading

Per City Code, Article 8.7 Parking Lot Features, Section 8, Loading, "Off-street loading facilities shall be provided and maintained in the amount required in this section. These requirements may be waived or lessened in whole or part by the Planning and Zoning Director upon recommendation of the City Engineer."

Section 8: Loading

- A) Off-street loading facilities shall be provided and maintained in the amount required in this section. These requirements may be waived or lessened in whole or part by the Planning and Zoning Director upon recommendation of the City Engineer. Any request for a variance waiver allowing a reduction in the number of loading spaces, size of loading area, shared use of loading facilities or other terms of this section shall require an applicant to submit a "justification statement" from a licensed professional engineer, professional landscape architect, certified planner, or other appropriate professional including the following as applicable:
- (1) The need for the reduction and how the site functionality will be maintained;
 - (2) A conceptual layout showing vehicle paths;
 - (3) Parking reduction analysis; and
 - (4) Loading demand analysis.
 - (5) An analysis of location which does not impede traffic safety and circulation.

The applicant has submitted the attached *Justification Statement for Loading Zone Waiver*. The City's Land Development Regulations require one loading space for office buildings ranging from 10,000 sq. ft. to 50,000 sq. ft. *The applicant is requesting to provide no loading zones stating the subject facility does not require frequent receipt or distribution by motor vehicles of materials or merchandise at this facility.*

The waiver has been reviewed and recommended by the City Engineer and approved per the Planning and Zoning Director.

Screening Wall for Mechanical Equipment

The subject Tax Collector building is proposing an eight (8) foot wall to screen the chiller plant (mechanical equipment). The proposed screening wall was reviewed per the below Interim City Code:

19. Mechanical Equipment

a. Applicability

This section shall apply to the installation of improvements associated with mechanical equipment. [Ord. 2008-037]

1) Location and Setbacks

a) Setback Exceptions

Setback exceptions shall be applied pursuant to Article 3.D.1.D.5, Setback Exceptions. [Ord. 2008-037]

b) Height Exceptions

Height exceptions shall be applied pursuant to [Article 3.D.1.E.4, Height Exceptions](#). [Ord. 2008-037]

2) Screening Requirements

- a) New and replacement equipment, shall be screened on all sides by an opaque barrier constructed of materials, and color compatible with the building or structure, or equivalent landscaping for ground mounted equipment, to a minimum height equal to the highest point of the equipment. [Ord. 2006-004] [Ord. 2008-037] [Ord. 2011-016]

Signage

With regard to signage, the applicant is providing two wall signs fronting the right of way in compliance with below City Code; Signage, Section 6.20 Permitted Signs,.

Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions ¹	Additional Requirements
Wall Sign for Principal Structure or Building Identification or Principal Tenant	90 square feet	1	One set of 2 signs [Principal Structure or Building name and Principal Tenant name] on façade(s) fronting ROW	N/A	<p>Sign(s) must be located at top of building, and/or below second floor line.</p> <p>Sign letters shall not exceed 36 inches in height including lowercase letters.</p> <p>Sign for building and tenant identification purposes.</p> <p>Each building is allowed a principal tenant wall sign.</p> <p>Maximum 1 name or message per sign.</p> <p>Sign(s) shall not exceed 80 percent of the width of the building, with a minimum of 10 percent clear area on each outer edge of the building.</p>



Landscape

The proposed landscape was reviewed and find it in compliance with City Code.

Drainage

All drainage and water management systems within the City of Westlake will be owned and operated by Seminole Improvement District (SID). It is proposed that Palm Beach County Tax Collector's Office and DMV runoff be directed to on-site inlets and storm sewer with discharge to on-site dry detention system prior to discharging to the Master Drainage System for additional water quality treatment and attenuation. Legal positive outfall is available via connection to the Master Drainage System on Ilex Way. A Letter of Intent was received on May 12, 2020 from the Seminole Improvement District Engineer.

Traffic

The total trips projected for this application, taking into consideration adjacent sites in Westlake, do not exceed the approved trips for Westlake per the Development Order.

Fire Safety

The subject application was reviewed by Pedro Segovia with the Palm Beach County Fire Department. See below approval.

Final Remarks

Application SP-2020-04 will be heard by the City Council on June 8, 2020. The subject application was advertised on the Palm Beach Post.

As stated previously, the subject application was reviewed by the City of Westlake staff (Planning and Zoning, Landscaping and Engineering), the Seminole Improvement District (SID), and the Palm Beach County Fire Rescue.

Based on the subject review, the Plannign and Zoning Department recommends approval of SP-2020-04. The reviewers find the application in compliance with applicable codes and requirements.

Re: City of Westlake - Pod P1 Rec Center - Fire-Rescue Site Plan Review
Comments. Westlake/Pod P PH 1 x

Pedro Segovia
to me ▾

Wed, Apr 22, 3:28 PM

No coment



Meeting Agenda Item Coversheet

MEETING DATE:		June 8, 2020	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution to Enter into an Agreement with Nova Engineering and Environmental, LLC		
STAFF RECOMMENDATION: (MOTION READY)		Approve, Deny or Approve with Conditions		
SUMMARY and/or JUSTIFICATION:		Contract renewal for Building Department		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Resolution Agreement Collier County RFP Collier County Contract Collier County Extension Letters			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVA ENGINEERING AND ENVIRONMENTAL, LLC, FOR PROFESSIONAL BUILDING DEPARTMENT AND INSPECTION SERVICES FOR THE CITY OF WESTLAKE, PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE			
FISCAL IMPACT (if any):				\$

June 8, 2020

RESOLUTION 2020-15

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVA ENGINEERING AND ENVIRONMENTAL, LLC, FOR PROFESSIONAL BUILDING DEPARTMENT AND INSPECTION SERVICES FOR THE CITY OF WESTLAKE, PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Westlake is a newly incorporated municipality in Palm Beach County, Florida as of June 20, 2016, and the City does not intend to have employees, but intends to have contract service providers for governmental services; and

WHEREAS, a component of local government functions requires a City Building Official to provide review of applications, review of building projects, and review of building plans for consistency with the Florida Building Code as part of the normal building department services provided by local governments; and

WHEREAS, the City of Westlake is in need of building department, building official and inspection services for the City of Westlake and the firm of Nova Engineering and Environmental, LLC, has an existing "Inspection and Plan Examination" services contact with Collier County; and

WHEREAS, the City of Westlake hereby waives the solicitation of requests for qualifications/bids for the provision of building official and inspection services, by electing to utilize the existing contract for services between the Collier County and Nova Engineering & Environmental; and

WHEREAS, the Collier County entered into the agreement with Nova Engineering & Environmental services, through a competitive solicitation process and awarded the contract to three vendors, including Nova Engineering, which contract is still valid; and

WHEREAS, the City Council for the City of Westlake hereby gives authorization to the City Manager to enter into an agreement for professional building department and inspection services with the firm of Nova Engineering and Environmental, LLC; and

WHEREAS, the City Council desires to formalize the agreement for professional building and inspection services pursuant to the terms and conditions of the Agreement provide herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA:

Section 1: **Recitals.** The foregoing recitals are confirmed, adopted and incorporated herein and made a part hereof by this reference.

Section 2: **Authorization:** The City Manager is hereby authorized to enter into an Agreement as attached hereto as Exhibit "A", with Nova Engineering & Environmental, LLC for the provision of professional building and inspection services, including but not limited to acting as City Building Official, review of building plan applications, providing inspection services, preparation of reports and any other services as requested by the City Manager.

Section 3: **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 4: **Effective Date:** That this resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on first reading by City Council for the City of Westlake, on this 8th day of June 2020.

Roger Manning, Mayor
City of Westlake

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
Pam E. Booker, City Attorney

**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 18 (2), COMPLIANCE WITH LAWS.

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. 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 8. RECOVERY OF COSTS AND FEES. This provision shall be added to the General Conditions. 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 9. 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 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: 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. :

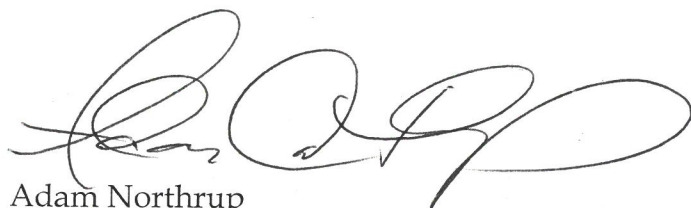
We are pleased to enclose your copy of the fully executed agreement for the above-referenced services which was approved by the Board of County Commissioners on Agenda Item.

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 PERSONNEL/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: *Mica Cannon*

Dated: 6/3/16

(SEAL) Asst. to Chairman's signature only.

N. Foresman

First Witness

Natalie Foresman

↑Type/print witness name↑

X. Morales

Second Witness

XIOMAIRA MORALES

↑Type/print witness name↑

Approved as to Form and Legality:

Scott R. Teach

Assistant County Attorney

Deputy Scott R. Teach

Print Name

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Donna Fila*

Donna Fila, Chairman

Nova Engineering and Environmental, LLC
Contractor

By: *Jason Hill*
Signature
Jason Hill, EVP

↑Type/print signature and title↑

SR1
CAO

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



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

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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 APPROPRIATE 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 **\$.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 voluntarily 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 decal 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	
	INSURER(S) AFFORDING COVERAGE	
INSURED Nova Engineering and Environmental, LLC Nova Engineering and Environmental, Inc. 7999 Mercantile Street Unit 14 North Fort Myers FL 33917	INSURER A: Colony Specialty Insurance Co NAIC # 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PACE302573	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			CAP 5227915	8/31/2015	8/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO. ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			EXC30257	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			0309-1788	8/31/2015	8/31/2016	Each Claim \$2,000,000 Aggregate \$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**CANCELLATION**

Collier County Board of County Commissioners
 3327 Tamami Trail East
 Naples, FL 34112

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

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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 Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : American Zurich Insurance Company</td> <td style="border: none;">40142</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : American Zurich Insurance Company	40142														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Nova Engineering and Environmental, LLC. 5475 Lee Street Unit 303 Lehigh Acres, FL 33971															

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS * <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 01-23-188-01	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
--	--

REQUEST FOR PROPOSAL



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.



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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 .



Procurement Services Department • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • www.colliergov.net/purchasing

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
<u>Base fee</u> 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 or 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.



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 _____



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 _____



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 _____



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 _____



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)



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.



**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 _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____	FAX _____ Email _____
Order Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____	Remit / Payment Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company _____ Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>	

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 _____



Attachment 8: Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <u>\$1,000,000</u> 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. <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> 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 <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ Per Occurrence <ul style="list-style-type: none"> • \$ 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 <input checked="" type="checkbox"/> 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 _____



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:	Company:	
(Evaluator completing reference questionnaire)	(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 satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual 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	Criteria	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	Ability 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



Collier County
 Administrative Services Department
 Procurement Services Division

12/30/19

Jason Hill, Executive Vice President
 Nova Engineering and Environmental, LLC
 5475 Lee Street, Suite 303
 Lehigh Acres, Florida 33971
 Via Email: jhill@usanova.com

RE: Contract Renewal for # 16-6544 "Planning and Regulation Staffing"

Dear Mr. Hill:

Collier County would like to renew the above contract under the same terms and conditions for an additional two (2) year period in accordance with the renewal clause in the contract.

If you are agreeable please indicate your intentions by providing the information requested below and executing the acceptance section:

✓	I am agreeable to renewing the above referenced contract under the same terms, conditions, and pricing as the existing contract.
_____	I am not agreeable to the renewal of this contract.

By executing the section below, this contract will be in effect from 5/24/20 until 5/23/2022.

Acceptance of Contract Renewal	
Company Name	Nova Engineering
Company Signature	Jason Hill
Print Name	Jason Hill
Signature Date	1/7/2020



RE: Contract Renewal for # 16-6544 "Planning and Regulation Staffing"

Updated Contact Information (Only if addressee information on the first page is incorrect)	
Contact Name	Jason Hill
Telephone Number	(239) 599-5450
FAX Number	(239) 491-6281
Email Address	JHill@USANova.com

Collier County Procurement Services is pleased to announce, it has partnered with BidSync to provide Free web-based Bidding services to its vendors, suppliers and contractors.

We are now "live on the new bidding platform. Register today at www.bidsync.com.

For Registration Assistance, please contact BidSync customer service at 800-990-9339 Or email: support@bidsync.com.

Please return this letter to the Procurement Services Division with your response no later than 1/7/20. You may email your response to: email Renewals@colliercountyfl.gov. If you have any questions you may contact me at 239-252-8407.

Respectfully,

DoriaPriscilla

Digitally signed by DoriaPriscilla
DN: dc=net, dc=colliergov, dc=bcc,
ou=Divisions, ou=ASD, ou=ASD Purchasing,
ou=Purchasing User Accounts, cn=DoriaPriscilla,
email=Priscilla.Doria@colliercountyfl.gov
Date: 2019.12.30 08:25:53 -05'00'

Priscilla Doria

Interim Procurement Contract Manager – Procurement Services Division

C: Rose Burke, GMD: Operations & Regulatory Management


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. :

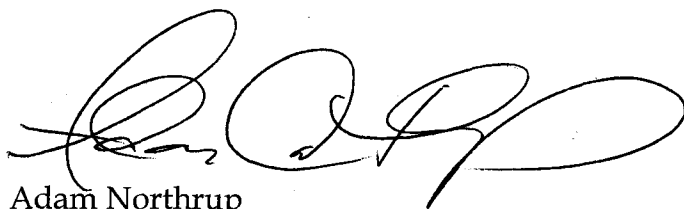
We are pleased to enclose your copy of the fully executed agreement for the above-referenced services which was approved by the Board of County Commissioners on Agenda Item.

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



District 18 City of Westlake Monthly Report: April 2020



Calls for Service	Monthly
Business/Residence Checks	2,063
Traffic Stops	8
Calls for Service (Excluding 1061's)	90
All CAD Calls – Total*	2,153

Traffic Summary	Monthly
Warnings (Written and Verbal)	4
Citations	4
Total	8

Data Source: Motorola Premier 1
*Omit Miscellaneous Calls

Summary: During the month of April, there were 2,153 generated calls within the district. 96% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Shooting	0
Sexual Assault	0
Robbery	0
Burglary- Business	0
Burglary- Residential	0
Burglary- Vehicle	0
Burglary- Construction	0
Larceny	2
Motor Vehicle Theft	1
Vandalism	0
Fire	0
Total	3

Larceny:

REPORT #	DATE/TIME FROM	DATE/TIME TO	ADDRESS	BEAT	ITEMS TAKEN	NOTATIONS
20056755	04/07/20 17:59	4/7/2020 18:04	15151 Goldfinch Cir	18- 11	Trailer	Victim left trailer at a construction site and a beige GMC dually removed the trailer. CCTV was retrieved and suspects are wearing neon green long sleeved shirts, just like the victim and his employees were wearing when the D/S took the report. Victim is adamant that an employee did not move the trailer.
20060273	4/17/20 14:00	4/20/20 8:00	15000 Goldfinch Cir	18- 11	Caterpillar attachment	A piece of landscaping equipment was taken from a construction lot.

Motor Vehicle Theft:

REPORT #	RECEIVED DATE/TIME	BEAT	ADDRESS	NOTATION
20056777	04/08/20 09:26	18- 11	5000 Cresswind Pl	A Kubota skid-steer loader and a grapple attachment were missing from the Cresswind development site. Latents were lifted.



5/4/2020

Palm Beach County Fire Rescue

Westlake Response Time Report

20200401 to 20200430

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F20061455	26	400	140TH AVE N/54TH LN N WLK	04/06/2020	20:00:56	20:01:20	20:01:28	20:02:30	20:07:12	20:35:51	0:00:32	0:01:02	0:04:42	0:06:16
Average Response Times:											0:00:32	0:01:02	0:04:42	0:06:16
Non Emergency Calls:														
F20059060	22	940	PERSIMMON BLVD WLK	04/02/2020	07:02:57	07:03:19	07:03:36	07:04:00	07:11:50	07:53:46	0:00:39	0:00:24	0:07:50	0:08:53
F20059263	22	59	WHIPPORWILL CIR WLK	04/02/2020	13:42:13	13:42:47	13:42:54	13:43:53	13:49:46	13:58:58	0:00:41	0:00:59	0:05:53	0:07:33
F20059461	22	76	SEMINOLE PRATT WHITNEY RD WLK	04/02/2020		20:56:24	20:56:32	20:57:25	21:00:27	21:07:10	0:00:33	0:00:53	0:03:02	0:04:28
F20059686	22	76	SEMINOLE PRATT WHITNEY RD WLK	04/03/2020		11:31:54	11:32:09	11:32:47	11:35:43	11:38:42	0:00:40	0:00:38	0:02:56	0:04:14
F20067384	22	76	WHIPPOORWILL CIR WLK	04/18/2020		01:54:05	01:54:14	01:55:45	02:00:58	02:11:22	0:00:34	0:01:31	0:05:13	0:07:18
Corrupt Data:														
F20062408	22	170	TOWN CENTER PKWY S WLK	04/08/2020		13:21:22	13:21:25		13:21:25	13:40:11	Empty Time Fields			
F20066531	22	110	TOWN CENTER PKWY S WLK	04/16/2020		11:52:54	11:52:56		11:52:56	12:14:01	Empty Time Fields			
F20058906	22	76	SEMINOLE PRATT WHITNEY RD WLK	04/01/2020		20:55:21	20:55:31	20:57:10		20:59:21	Empty Time Fields			

Total number of Events: 9

*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.



5/4/2020

Palm Beach County Fire Rescue

Westlake - # of Calls by Type

20200401 to 20200430

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	2
Vehicle Accidents:	1
Assists\Investigations:	1
Alarms:	4
Inter-facility Transports:	1
Total number of Events:	9

Calls by Situation Dispatched

