

**Council Members**

Roger Manning-Mayor  
Katrina Long Robinson-Vice Mayor  
John Stanavitch-Seat 1  
Kara Crump-Seat 2  
Phillip Everett-Seat 3



**City of Westlake**

4001 Seminole Pratt Whitney Rd.  
Westlake, Florida 33470  
Phone: 561-530-5880  
Fax: 561-790-5466

**Council Meeting**

**Monday, August 12, 2019**

**Meeting Location**

**Westlake Council Chambers**

**4005 Seminole Pratt-Whitney Road**

**Westlake, FL 33470**

**6:30 p.m.**

*PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings and for such purpose 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 meeting/hearing may be continued to another date and time as may be found necessary during the aforesaid meeting. In accordance with the provisions of the Americans with Disabilities Act (ADA), any person requiring special accommodations at these meetings because of disability or physical impairment should contact the Interim City Manager at (954)753-5841 at least two (2) calendar days prior to the meeting.*

**City of Westlake**

4001 Seminole Pratt Whitney Rd.  
Westlake, Florida 33470  
Phone: 561-530-5880  
Fax: 561-790-5466  
Website: [westlakegov.com](http://westlakegov.com)



**Council Members**

Roger Manning-Mayor  
Katrina Long Robinson-Vice Mayor  
John Stanavitch-Seat 1  
Kara Crump-Seat 2  
Phillip Everett-Seat 3

August 5, 2019

City Council  
City of Westlake

Dear Mayor and Council:

The City Council of the City of Westlake will hold a regular meeting and public hearing on Monday, August 12, 2019 at 6:30 p.m. at the Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida. Following is the advance agenda for the meeting.

1. Call to Order/ Roll Call
2. Approval of Agenda
3. Audience Comments on Agenda Items (3) Minute Time Limit
4. Approval of the Minutes of the July 8 and July 22, 2019 Meetings
5. Approval of the June 2019 Financial Statements
6. POD K (Hospital) Plat, Resolution 2019-18
7. POD R (Meadows Phase 2) Plat, Resolution 2019-19
8. Kingfisher Plat, Resolution 2019-20
9. Consideration of Solid Waste Contract with Advanced Disposal Services, Resolution 2019-21
10. Consideration of PBSO Contract, Resolution 2019-22
11. Manager's Report
  - A. Consideration of Meeting Schedule for Fiscal Year 2020
12. Attorney's Report
13. PBSO Monthly Report – Informational Only
14. Response Time Report from Palm Beach County Fire Rescue – Informational Only
15. Audience Comments on Other Items (3) Minute Time Limit
16. Council Comments
17. Adjournment

Any additional supporting material for the items listed above, not included in the agenda package, will be distributed at the meeting. Staff will present their reports at the meeting. I look forward to seeing you, but in the meantime if you have any questions, please contact me.

Sincerely,

*Kenneth Cassel*

Kenneth G. Cassel  
City Manager

cc: Pam E. Booker, Esq.  
Terry Lewis  
John Carter  
Kelley Burke

## **Fourth Order of Business**

**MINUTES OF MEETING  
CITY OF WESTLAKE**

A meeting of the City Council of the City of Westlake was held on Monday, July 8, 2019 at 6:30 p.m., at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

Roger Manning	Mayor
Katrina Long Robinson	Vice Mayor
John Stanavitch	City Council Seat 1
Kara Crump	City Council Seat 2
Phillip Everett	City Council Seat 3

Also present were:

Kenneth Cassel	City Manager
Pam E. Booker, Esq.	City Attorney
Nilsa Zacarias	NZ Consultants
Doug Moreland	Florida Public Utilities
John Carter	Minto PBLH, LLC
Residents	

*The following is a summary of the minutes and actions taken during the July 8, 2019 City of Westlake Council Meeting.*

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mayor Manning called the meeting to order and Mr. Cassel called the roll.

**SECOND ORDER OF BUSINESS**

**Approval of Agenda**

Items 6A, 6B, 6C and 6D were removed from the agenda due to the fact the reports and presentations were made at a previous meeting.

On MOTION by Councilman Stanavitch seconded by Councilman Everett with all in favor the agenda was approved as amended.

**THIRD ORDER OF BUSINESS**

**Audience Comments on Agenda Items (3)  
Minute Time Limit**

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the May 28,  
2019 Workshop and June 17, 2019  
Regular Meetings**

On MOTION by Vice Mayor Long Robinson seconded by Councilwoman Crump with all in favor the minutes of the May 28, 2019 workshop and June 17, 2019 meeting were approved.

**FIFTH ORDER OF BUSINESS**

**Approval of the May 2019 Financial Statements**

On MOTION by councilwoman Crump seconded by Councilman Everett with all in favor the May 2019 Financials were approved.

**SIXTH ORDER OF BUSINESS**

**Staff Reports and Presentations**

- A. Requested Use Presentation for 7-Eleven**
- B. Requested Use Staff Report for 7-Eleven**
- C. 7-Eleven Site Plan Presentation**
- D. 7-Eleven Site Plan Staff Report**

The above listed items were removed from the agenda.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-16, Approving Requested Use for Gasoline Station and Convenience Store**

Mr. Cassel read Resolution 2019-16 by title only.

On MOTION by Councilman Stanavitch seconded by Vice Mayor Long Robinson with all in favor Resolution 2019-16, approving requested use for gasoline station and convenience store, was adopted.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-12, Approving Final Plat for 7-Eleven**

Mr. Cassel read Resolution 2019-12 by title only.

On MOTION by Councilwoman Crump seconded by Councilman Everett with all in favor Resolution 2019-12, approving final plat for 7-Eleven, was adopted.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-15, Approving Final Site Plan for 7-Eleven**

Mr. Cassel read Resolution 2019-15 by title only.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Stanavitch with all in favor Resolution 2019-15, approving final site plan for 7-Eleven, was adopted.

**TENTH ORDER OF BUSINESS**

**Florida Public Utilities (FPU) Request for Time Extension for Temporary Gas Tank**

- Ms. Zacarias provided a presentation and overview of the Florida Public Utilities requests for time extension for temporary gas tank.
- Mr. Doug Moreland, with Florida Public Utilities addressed the Council and explained the circumstances leading to the need for time extension. They are

working with FP&L to get approval to install their permitted pipeline within the FP&L easement.

On MOTION by Councilman Stanavitch seconded by Councilwoman Crump with all in favor FPU’s request for time extension for temporary gas tank was approved.

**ELEVENTH ORDER OF BUSINESS                      Manager’s Report**

**A.      Acceptance of Financial Audit for Fiscal Year 2018**

Mr. Cassel stated there were no findings in the audit.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Everett with all in favor the financial audit for Fiscal Year 2018 was accepted.

**B.      Consideration of Special Meeting for July 22, 2019**

There was consensus to hold a special meeting on July 22, 2019 at 6:30 p.m.

**TWELFTH ORDER OF BUSINESS                      Attorney’s Report**

Ms. Booker reported staff is working on revisions to the Land Development Regulations previously distributed.

**THIRTEENTH ORDER OF BUSINESS                      PBSO Monthly Report – Informational Only**

This item is for informational purposes only.

**FOURTEENTH ORDER OF BUSINESS                      Response Time Report from Palm Beach County Fire Rescue – Informational Only**

This item is for informational purposes only.

**FIFTEENTH ORDER OF BUSINESS                      Audience Comments on Other Items (3) Minute Time Limit**

There being none, the next item followed.

**SIXTEENTH ORDER OF BUSINESS                      Council Comments**

There being none, the next item followed.

**SEVENTEENTH ORDER OF BUSINESS                      Adjournment**

There being no further business, the meeting adjourned at 6:54 p.m.

\_\_\_\_\_  
Kenneth Cassel  
City Manager

\_\_\_\_\_  
Roger Manning  
Mayor

**MINUTES OF MEETING  
CITY OF WESTLAKE**

A special meeting of the City Council of the City of Westlake was held on Monday, July 22, 2019 at 6:30 p.m., at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

Roger Manning	Mayor
Katrina Long Robinson	Vice Mayor
John Stanavitch	City Council Seat 1
Kara Crump	City Council Seat 2
Phillip Everett	City Council Seat 3

Also present were:

Kenneth Cassel	City Manager
Pam E. Booker, Esq.	City Attorney
Nilsa Zacarias	NZ Consultants
Alan Baldwin	Inframark
Lynn LoBrutto	Inframark
John Carter	Minto PBLH, LLC
Residents	

*The following is a summary of the minutes and actions taken during the July 22, 2019 City of Westlake Council Meeting.*

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mayor Manning called the meeting to order and Mr. Cassel called the roll.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Approval of Agenda**

On MOTION by Councilman Everett seconded by Councilwoman Crump with all in favor the agenda was approved.

**FOURTH ORDER OF BUSINESS**

**Audience Comments on Agenda Items (3)  
Minute Time Limit**

There being none, the next item followed.

**SECOND READING OF ORDINANCE**

**FIFTH ORDER OF BUSINESS**

**Ordinance 2019-3, Establishing Code  
Compliance**

The following revisions were made to the ordinance since the first reading:

- First sentence under Section 9.2, *Definitions*, will read *For the purpose of this chapter the following definitions shall apply*; The remainder of the sentence will be deleted.
- Under Section 9.20 (c), a comma will be inserted after *(30) days* along with *unless providing a longer time period is necessary and reasonable*.
- The last word under Section 9.28 will be changed to *Chapter*.

Mr. Cassel read Ordinance 2019-3 by title only.

On MOTION by Councilwoman Crump seconded by Councilman Everett with all in favor Ordinance 2019-3, establishing code compliance, was approved.

**SIXTH ORDER OF BUSINESS**

**Review and Discussion of the Proposed Fiscal Year 2020 Budget**

**A. Resolution 2019-17, Setting the Proposed Millage Rate and Setting Date of the First Public Hearing**

Mr. Cassel provided a PowerPoint presentation on the proposed Fiscal Year 2020 budget.

The following was discussed:

- The proposed millage rate is 5.125.
- Vice Mayor Long Robinson requested the budget be broken down by department.
- Discussion ensued regarding the PBSO contract.
- Mr. Cassel read Resolution 2019-17 by title only.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Stanavitch with all in favor Resolution 2019-17, setting the proposed millage rate at 5.125 and setting the first budget public hearing date for September 9, 2019, was adopted.

**SEVENTH ORDER OF BUSINESS**

**Manager’s Report**

Mr. Cassel discussed the following:

- He provided a tentative schedule of meetings and agenda items for the next couple of months. The Council will have to meet twice a month in order to address numerous issues and action items.
- Two colored diagrams of The Hammocks and The Meadows were provided. They are expected to be completely closed out by the end of the year.

**EIGHTH ORDER OF BUSINESS**

**Attorney’s Report**

Ms. Booker reported Staff had a meeting to go over all the code issues and have made progress. Another staff meeting is scheduled for July 23, 2019.



**NINTH ORDER OF BUSINESS**

**Audience Comments on Other Items (3)  
Minute Time Limit**

- Ms. Carlene Miller addressed the Council regarding the budget and the impact on commercial development.
- Mr. John Carter provided feedback on Ms. Miller’s questions regarding commercial development.
- Mr. Edmund Paul asked if Minto PBLH, LLC owned Grove Marketplace. Mr. John Carter responded they do not own Grove Marketplace.
- Ms. Terri Reid Paul addressed the Council on whether they consider the residents’ needs with regard to the type of commercial builders coming into the City. Vice Mayor Long Robinson responded she has met with Mr. John Carter and they have spoken about projects that will create jobs for all ethnicities.

**TENTH ORDER OF BUSINESS**

**Council Comments**

Vice Mayor Long-Robinson announced she and Councilwoman Crump will be holding a back to school event Sunday, July 28, 2019, at the Amenity Center from 3:30 p.m. to 5:00 p.m. Minto PBLH, LLC has been a sponsor of the backpack program for the past three years. To date 150 students have registered to participate. Christ Fellowship will be providing a food truck. Volunteers are needed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business, the meeting adjourned at 7:37 p.m.

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Kenneth Cassel  
City Manager

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Roger Manning  
Mayor

## **Fifth Order of Business**



## MEMORANDUM

**TO: Members of the City Council, City of Westlake**  
**FROM: Steven Fowler, Accountant; Alan Baldwin, Accounting Manager**  
**CC: Ken Cassel, City Manager**  
**DATE: July 29, 2019**  
**SUBJECT: June Financial Report**

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Please find attached the June 2019 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](mailto:Steven.Fowler@inframark.com).

### **General Fund**

- Total Revenues through June were approximately 55% of the annual budget. During this time approximately 92% of the FY2019 Ad Valorem Tax had been collected. The annual budget includes revenue from a funding agreement with Minto Community, LLC. Actual receipts under this funding agreement were less than anticipated as of the end of June.
- Total Expenditures through June were approximately 63% of the annual budget. During this time actual expenditures for Public Safety were less than anticipated, while expenditures for Engineering and Building Services were higher than anticipated.

### **Special Revenue Fund – Housing Assistance Program**

- Total Revenues through June were approximately 156% of the annual budget. \$1,500 per SFR building permit is paid into the Housing Assistance Program as a donation. The City received donations in November for the FPL Solar Site and the UHS ER Site of \$50,000 and \$9,905, respectively. There were no uses of program resources through June.

# City of Westlake

## Financial Report

*June 30, 2019*



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# **City of Westlake**

## **Financial Statements**

**June 30, 2019**

**Balance Sheet**  
 June 30, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	TOTAL
<b>ASSETS</b>			
Cash - Checking Account	\$ 584,615	\$ -	\$ 584,615
Assessments Receivable	8,374	-	8,374
Due From Other Districts	5,305	-	5,305
Investments:			
Money Market Account	3,441	516,272	519,713
Deposits	641	-	641
Mortgages Receivable	-	53,908	53,908
<b>TOTAL ASSETS</b>	<b>\$ 602,376</b>	<b>\$ 570,180</b>	<b>\$ 1,172,556</b>
<b>LIABILITIES</b>			
Accounts Payable	\$ 184,379	\$ -	\$ 184,379
Accrued Expenses	20,000	-	20,000
DBPR surcharge	1,372	-	1,372
DCA surcharge	2,020	-	2,020
Deferred Revenue-Developer Submittals (Minto)	5,354	-	5,354
<b>TOTAL LIABILITIES</b>	<b>213,125</b>	<b>-</b>	<b>213,125</b>
<b>FUND BALANCES</b>			
<i>Fund Balances</i>			
<b>Nonspendable:</b>			
Prepaid Items	641	-	641
<b>Restricted for:</b>			
Special Revenue	-	570,180	570,180
<b>Unassigned:</b>	388,610	-	388,610
<b>TOTAL FUND BALANCES</b>	<b>\$ 389,251</b>	<b>\$ 570,180</b>	<b>\$ 959,431</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 602,376</b>	<b>\$ 570,180</b>	<b>\$ 1,172,556</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2019

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>REVENUES</b>				
Interest - Investments	\$ 2,000	\$ 1,500	\$ 1,144	\$ (356)
Ad Valorem Taxes	248,894	248,894	228,906	(19,988)
Ad Valorem Taxes - Discounts	(9,994)	(9,994)	(7,573)	2,421
Local Option Gas Tax	100	75	39	(36)
Discretionary Sales Surtaxes	800	600	-	(600)
FPL Franchise	33,300	24,975	54,593	29,618
Electricity	18,000	13,500	16,529	3,029
Water	76,800	57,600	3,488	(54,112)
Gas	-	-	5,140	5,140
Communication Services Taxes	27,100	20,325	14,610	(5,715)
Occupational Licenses	5,000	3,750	4,015	265
Building Permits	600,000	450,000	457,175	7,175
Building Permits - Surcharge	-	-	994	994
Other Building Permit Fees	-	-	10,650	10,650
Building Permits - Admin Fee	-	-	42,360	42,360
Engineering Permits	75,000	56,250	174,985	118,735
Planning & Zoning Permits	250,000	187,500	57,863	(129,637)
Other Licenses, Fees & Permits	4,700	3,525	4,700	1,175
Local Govt .05c Sales Tax	400	300	-	(300)
Penalties	-	-	60	60
Admin Fee	-	-	5,502	5,502
Other Operating Revenues	-	-	500	500
Judgements and Fines	-	-	28	28
Interest - Tax Collector	-	-	54	54
Other Impact Fees	1,500	1,125	-	(1,125)
Developer Contribution	1,806,400	1,204,267	625,000	(579,267)
Lien Search Fee	-	-	475	475
Inspection Fees	1,000	750	11,300	10,550
<b>TOTAL REVENUES</b>	<b>3,141,000</b>	<b>2,264,942</b>	<b>1,712,537</b>	<b>(552,405)</b>

**EXPENDITURES**

**Administration**

Mayor/Council Stipend	204,000	153,000	153,000	-
FICA Taxes	15,600	11,700	11,705	(5)
ProfServ-Engineering	75,000	56,250	135,820	(79,570)
ProfServ-Info Technology	148,000	111,000	158,085	(47,085)
ProfServ-Legal Services	356,300	267,225	277,382	(10,157)
ProfServ-Legislative Expense	24,000	18,000	-	18,000



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2019

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
ProfServ-Planning/Zoning Board	250,000	187,500	192,536	(5,036)
ProfServ-Consultants	40,000	30,000	11,075	18,925
ProfServ-Building Permits	600,000	450,000	551,946	(101,946)
Management Services	410,000	307,500	311,456	(3,956)
ProfServ-Web Site Maintenance	6,100	4,575	4,804	(229)
Auditing Services	7,000	3,500	3,225	275
Communication - Telephone	7,500	5,625	13,799	(8,174)
Postage and Freight	1,500	1,125	602	523
Lease - Building	500	500	500	-
Liability/Property Insurance	16,500	16,500	7,120	9,380
Printing	1,000	750	1,414	(664)
Legal Advertising	12,000	9,000	12,560	(3,560)
Miscellaneous Services	-	-	430	(430)
General Government	100,000	75,000	35,399	39,601
Misc-Late Fees	-	-	348	(348)
Council Expenses	20,000	15,000	3,470	11,530
Misc-Contingency	90,000	67,500	18,622	48,878
Office Supplies	5,000	3,750	6,108	(2,358)
Dues, Licenses, Subscriptions	10,000	7,500	3,807	3,693
<b>Total Administration</b>	<b>2,400,000</b>	<b>1,802,500</b>	<b>1,915,213</b>	<b>(112,713)</b>
<b><u>Other Public Safety</u></b>				
Contracts-Sheriff	550,000	412,500	55,756	356,744
<b>Total Other Public Safety</b>	<b>550,000</b>	<b>412,500</b>	<b>55,756</b>	<b>356,744</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Cap Outlay - Office Computers	6,000	4,500	-	4,500
<b>Total Capital Expenditures &amp; Projects</b>	<b>6,000</b>	<b>4,500</b>	<b>-</b>	<b>4,500</b>
<b><u>Road and Street Facilities</u></b>				
Electricity - General	10,000	7,500	2,979	4,521
<b>Total Road and Street Facilities</b>	<b>10,000</b>	<b>7,500</b>	<b>2,979</b>	<b>4,521</b>
<b><u>Park &amp; Grounds</u></b>				
R&M-Parks	50,000	37,500	-	37,500
<b>Total Park &amp; Grounds</b>	<b>50,000</b>	<b>37,500</b>	<b>-</b>	<b>37,500</b>
<b><u>Special Events</u></b>				
Misc-Event Expense	75,000	56,250	-	56,250
<b>Total Special Events</b>	<b>75,000</b>	<b>56,250</b>	<b>-</b>	<b>56,250</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Reserves</b>				
Reserve - Buildings	50,000	50,000	-	50,000
<b>Total Reserves</b>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>3,141,000</b>	<b>2,370,750</b>	<b>1,973,948</b>	<b>396,802</b>
Excess (deficiency) of revenues Over (under) expenditures	-	(105,808)	(261,411)	(155,603)
Net change in fund balance	<u>\$ -</u>	<u>\$ (105,808)</u>	<u>\$ (261,411)</u>	<u>\$ (155,603)</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>650,662</b>	<b>650,662</b>	<b>650,662</b>	
<b>FUND BALANCE, ENDING</b>	<u><b>\$ 650,662</b></u>	<u><b>\$ 544,854</b></u>	<u><b>\$ 389,251</b></u>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 5,346	\$ 5,346
Donations	150,000	112,500	227,905	115,405
<b>TOTAL REVENUES</b>	<b>150,000</b>	<b>112,500</b>	<b>233,251</b>	<b>120,751</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Bank Charges	-	-	24	(24)
<b>Total Administration</b>	<b>-</b>	<b>-</b>	<b>24</b>	<b>(24)</b>
<b><u>Public Assistance</u></b>				
Misc-Admin Fee (%)	11,300	8,475	-	8,475
Assistance Program	138,700	104,025	-	104,025
<b>Total Public Assistance</b>	<b>150,000</b>	<b>112,500</b>	<b>-</b>	<b>112,500</b>
<b>TOTAL EXPENDITURES</b>	<b>150,000</b>	<b>112,500</b>	<b>24</b>	<b>112,476</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	233,227	233,227
Net change in fund balance	\$ -	\$ -	\$ 233,227	\$ 233,227
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>336,953</b>	<b>336,953</b>	<b>336,953</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 336,953</b>	<b>\$ 336,953</b>	<b>\$ 570,180</b>	

# **City of Westlake**

## **Supporting Schedules**

**June 30, 2019**

Cash and Investment Report

June 30, 2019

<b>GENERAL FUND</b>
---------------------

<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	\$584,615
Money Market	BankUnited	MMA	n/a	1.00%	\$3,441
				<b>Subtotal</b>	<u>\$588,056</u>

<b>SPECIAL REVENUE FUND</b>
-----------------------------

Money Market	BankUnited	MMA	n/a	1.00%	\$516,272
				<b>Subtotal</b>	<u>\$516,272</u>
				<b>Total</b>	<u><u>\$1,104,329</u></u>

**City of Westlake**

Bank Reconciliation

Bank Account No. 0300 Bank United - GF  
 Statement No. 0619  
 Statement Date 6/30/2019

G/L Balance (LCY)	584,615.28	Statement Balance	723,276.04
G/L Balance	584,615.28	Outstanding Deposits	198.50
Positive Adjustments	0.00		
		Subtotal	723,474.54
Subtotal	584,615.28	Outstanding Checks	138,859.26
Negative Adjustments	0.00	Differences	0.00
		Ending Balance	584,615.28
Ending G/L Balance	584,615.28		
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
11/30/2018	Payment	7635	CROWN CASTLE-STA PROPERTY	202.88	0.00	202.88
5/17/2019	Payment	7818	GOLDEN GROVE ELEMENTARY SCHOOL	2,000.00	0.00	2,000.00
6/12/2019	Payment	7844	FLORIDA VENDORS ASSOCIATION	4,698.29	0.00	4,698.29
6/18/2019	Payment	7848	MINTO COMMUNITIES, LLC	300.00	0.00	300.00
6/26/2019	Payment	7852	CHEN MOORE & ASSOCIATES, INC.	20,311.70	0.00	20,311.70
6/26/2019	Payment	7854	NOVA ENGINEERING AND	59,685.00	0.00	59,685.00
6/26/2019	Payment	7855	CMG-PB REMITTANCE ADDRESS	3,353.84	0.00	3,353.84
6/26/2019	Payment	7856	OFFICE DEPOT	362.81	0.00	362.81
6/26/2019	Payment	7857	MARK L. DUBOIS	375.00	0.00	375.00
6/26/2019	Payment	7858	FED EX	41.91	0.00	41.91
6/26/2019	Payment	7859	GREATAMERICA FINANCIAL SERVICES CO	315.13	0.00	315.13
6/26/2019	Payment	7860	LAKE WORTH FIRE EQUIPMENT INC	84.70	0.00	84.70
6/26/2019	Payment	7861	KH WESTLAKE, LLC	47,128.00	0.00	47,128.00
<b>Total Outstanding Checks.....</b>				<b>138,859.26</b>		<b>138,859.26</b>
<b>Outstanding Deposits</b>						
6/28/2019		DEP00687	BUSINESS TAX RECEIPT	G/L Acc 198.50	0.00	198.50
<b>Total Outstanding Deposits.....</b>				<b>198.50</b>		<b>198.50</b>

## **City of Westlake**

**Check Register**

**June 1-30, 2019**

**CITY OF WESTLAKE**

**Payment Register by Fund  
For the Period from 6/1/2019 to 6/30/2019  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	7827	06/06/19	LAW OFFICES OF PAM E. BOOKER, ESQ	136	LEGAL SERVICES 6/19	ProfServ-Legal Services	531023-51401	\$30,572.39
001	7828	06/06/19	T-MOBILE USA, INC.	63851-052119	955763851 4/21-5/20/19	Communication - Telephone	541003-51301	\$199.29
001	7829	06/06/19	PBC SHERIFF'S OFFICE	63742	STUDENT DROP-OFF/PICKUP 5/1-5/10/19	Contracts-Sheriff	534100-52901	\$3,392.00
001	7830	06/06/19	PBC FINANCE DEPARTMENT	TLAKE-053119	IMPACT FEES 5/19	Other Current Liabilities	229000	\$33,723.50
001	7831	06/06/19	MARK L. DUBOIS	060419	SERVICE 5/19	ProfServ-Consultants	531075-51301	\$325.00
001	7832	06/06/19	FED EX	6-566-45022	SERVICE FOR 5/22/19	Postage and Freight	541006-51301	\$63.18
001	7833	06/06/19	TOTER, LLC	65601711	TRASH BINS (100)	Misc-Contingency	549900-51301	\$5,102.49
001	7834	06/06/19	SOLID WASTE AUTHORITY	SWA-53119A	SOLID WASTE AUTHORITY FEES 5/19	Solid Waste fees	202130	\$4,083.45
001	7834	06/06/19	SOLID WASTE AUTHORITY	SWA-53119C	SOLID WASTE AUTHORITY FEES 5/19	Solid Waste fees	202130	\$3,205.91
001	7835	06/06/19	AVATARA PARTNERS LLC	7868	11/18-6/19 CLOUD SERVICE	ProServ-Info Technology	531020-51301	\$4,605.75
001	7835	06/06/19	AVATARA PARTNERS LLC	7868	11/18-6/19 CLOUD SERVICE	Due from Other Districts	133500-51301	\$1,535.25
001	7836	06/06/19	NETONE TECHNOLOGIES, INC	7735	6/19 PREPAID BLOCK OF TIME	ProServ-Info Technology	531020-51301	\$843.75
001	7836	06/06/19	NETONE TECHNOLOGIES, INC	7735	6/19 PREPAID BLOCK OF TIME	Due from Other Districts	133500-51301	\$281.25
001	7837	06/06/19	MILNER INC LEASE	63751552	SOFTWARE LEASE 5/15-6/14/19	ProServ-Info Technology	531020-51301	\$851.20
001	7837	06/06/19	MILNER INC LEASE	63751552	SOFTWARE LEASE 5/15-6/14/19	Due from Other Districts	133500-51301	\$212.80
001	7837	06/06/19	MILNER INC LEASE	63751464	COPIER LEASE W/INS 5/15-6/14/19	Miscellaneous Services	549001-51301	\$28.14
001	7837	06/06/19	MILNER INC LEASE	63751464	COPIER LEASE W/INS 5/15-6/14/19	Due from Other Districts	133500-51301	\$475.73
001	7837	06/06/19	MILNER INC LEASE	63751464	COPIER LEASE W/INS 5/15-6/14/19	ProServ-Info Technology	531020-51301	\$1,902.90
001	7839	06/12/19	ECKLER ENGINEERING, INC.	19112	PLAN REVIEW FIRE STATION 22-4/26-5/25	ProfServ-Engineering	531013-51501	\$450.00
001	7840	06/12/19	OFFICE DEPOT	321794788001	PAPER/ENVELOPES/MOUSE	Office Supplies	551002-51301	\$80.32
001	7840	06/12/19	OFFICE DEPOT	321794193001	AIR FRESHENER	Office Supplies	551002-51301	\$6.09
001	7841	06/12/19	PBC SHERIFF'S OFFICE	63781	OFF DUTY SHERIFF 5/1-5/31/19	DBPR Surcharge	202115	\$6,374.00
001	7842	06/12/19	FED EX	6-573-13342	SERVICE FOR 5/24/19	Postage and Freight	541006-51301	\$34.93
001	7843	06/12/19	FLORIDA TECHNICAL CONSULTANTS	663	WA07 GIS SUPPORT-MAY SERVICE	ProServ-Info Technology	531020-51301	\$8,701.00
001	7843	06/12/19	FLORIDA TECHNICAL CONSULTANTS	663	WA07 GIS SUPPORT-MAY SERVICE	Due from Other Districts	133500	\$3,729.00
001	7844	06/12/19	FLORIDA VENDORS ASSOCIATION	1061	CLEANING SUPPLIES	General Government	549109-51301	\$218.29
001	7844	06/12/19	FLORIDA VENDORS ASSOCIATION	1055	REAR OFFICE & CHAMBERS 5/3-5/31/19	General Government	549109-51301	\$2,925.00
001	7844	06/12/19	FLORIDA VENDORS ASSOCIATION	1059	STEAM CLEANING & FLOORS 5/26/19	General Government	549109-51301	\$805.00
001	7844	06/12/19	FLORIDA VENDORS ASSOCIATION	1054	MAIN OFFICE 5/3-5/31/19	General Government	549109-51301	\$750.00
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	Management Services	531093-51301	\$34,166.67
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	Postage and Freight	541006-51301	\$13.45
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	Printing	547006-51301	\$250.55
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	ProfServ-Web Site Maintenance	531094-51301	\$366.67
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	Management Services	531093-51301	\$112.50
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	Management Services	531093-51301	\$486.00
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	ProfServ-Web Site Maintenance	531094-51301	\$3.54
001	7845	06/18/19	INFRAMARK, LLC	41882	6/19 MANAGEMENT FEES	Management Services	531093-51301	\$720.00
001	7846	06/18/19	CMG-PB REMITTANCE ADDRESS	35857-052419	NOTICE OF MEETING 5/23/19	Legal Advertising	548002-51301	\$168.56
001	7847	06/18/19	OFFICE DEPOT	325888210001	FILE SORTER/NOTE DISPENSER/PAPER HOLDER	Office Supplies	551002-51301	\$33.66
001	7847	06/18/19	OFFICE DEPOT	325934451001	INK	Office Supplies	551002-51301	\$16.09
001	7848	06/18/19	MINTO COMMUNITIES, LLC	061119	LOT 255 TUG FEE PD. 4/26 & 6/11	Other Building Permit Fees	322111	\$150.00
001	7848	06/18/19	MINTO COMMUNITIES, LLC	061219	LOT 219 TUG FEE PD. 5/1 & 6/12	Other Building Permit Fees	322111	\$150.00



**CITY OF WESTLAKE**

**Payment Register by Fund  
For the Period from 6/1/2019 to 6/30/2019  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
001	7849	06/18/19	NZ CONSULTANTS, INC.	WES-31	PERSONAL PLANNING & ZONING 4/1-4/30/19	ProfServ-Planning/Zoning Board	531032-51501	\$21,806.25
001	7850	06/18/19	ENVIRONMENTAL SYSTEMS RESEARCH	93654207	ArcGIS Licenses (6)-6/2019 thru 5/2020	ProServ-Info Technology	531020-51301	\$406.68
001	7850	06/18/19	ENVIRONMENTAL SYSTEMS RESEARCH	93654207	ArcGIS Licenses (6)-6/2019 thru 5/2020	Prepaid Items	155000	\$1,626.95
001	7850	06/18/19	ENVIRONMENTAL SYSTEMS RESEARCH	93654207	ArcGIS Licenses (6)-6/2019 thru 5/2020	Due from Other Districts	133500	\$406.68
001	7850	06/18/19	ENVIRONMENTAL SYSTEMS RESEARCH	93654200	ArcGIS Licenses(15)-6/19 to 5/20	ProServ-Info Technology	531020-51301	\$381.78
001	7850	06/18/19	ENVIRONMENTAL SYSTEMS RESEARCH	93654200	ArcGIS Licenses(15)-6/19 to 5/20	Prepaid Items	155000	\$1,527.35
001	7850	06/18/19	ENVIRONMENTAL SYSTEMS RESEARCH	93654200	ArcGIS Licenses(15)-6/19 to 5/20	Due from Other Districts	133500	\$381.78
001	7851	06/18/19	MILNER INC LEASE	695985	COPIES	Printing	547006-51301	\$456.17
001	7851	06/18/19	MILNER INC LEASE	695985	COPIES	Due from Other Districts	133500	\$114.04
001	7852	06/26/19	CHEN MOORE & ASSOCIATES, INC.	0000136882	ENGINEERING SRVS 4/22-5/31	ProfServ-Engineering	531013-51501	\$20,311.70
001	7853	06/26/19	SEMINOLE IMPROVEMENT DISTRICT	062019	SID SHARE OF VARIOUS ENGINEERING FEES PD. TO WESTL	Due to Other Districts	206500	\$153,692.84
001	7854	06/26/19	NOVA ENGINEERING AND	0194557	PROFESSIONAL SERVICE 4/28-5/25/19	ProfServ-Building Permits	531091-51501	\$59,685.00
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	35857-060719	NOTICE FOR ORDINANCE 2019-3 - 6/6	Legal Advertising	548002-51301	\$123.84
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	35857-061019	NOTICE OF PLANNING AND ZONING 6/7/19	Legal Advertising	548002-51301	\$700.00
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	100484709-06062019	NOTICE FOR ORDINANCE 2019-2 - 6/17	Legal Advertising	548002-51301	\$168.56
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	100484697-06062019	PUBLIC NOTICE 6/17/19	Legal Advertising	548002-51301	\$137.60
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	100484689-06062019	PUBLIC NOTICE ORD.2019-4 - 6/17/19	Legal Advertising	548002-51301	\$123.84
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	100485632-06072019	NOTICE OF PLANNING 6/17/19	Legal Advertising	548002-51301	\$700.00
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	100485629-06072019	NOTICE OF PLANNING 6/17/19	Legal Advertising	548002-51301	\$700.00
001	7855	06/26/19	CMG-PB REMITTANCE ADDRESS	100485617-06072019	NOTICE OF PLANNING AND ZONING 6/17/19	Legal Advertising	548002-51301	\$700.00
001	7856	06/26/19	OFFICE DEPOT	325887672001	OFFICE SUPPLIES	Office Supplies	551002-51301	\$34.99
001	7856	06/26/19	OFFICE DEPOT	325888211001	CAN	Office Supplies	551002-51301	\$7.49
001	7856	06/26/19	OFFICE DEPOT	325934587001	BATTERY BACKUP	Office Supplies	551002-51301	\$87.99
001	7856	06/26/19	OFFICE DEPOT	325934588001	PAPER	Office Supplies	551002-51301	\$21.39
001	7856	06/26/19	OFFICE DEPOT	328293576001	MISC OFFICE SUPPLIES	Office Supplies	551002-51301	\$210.95
001	7857	06/26/19	MARK L. DUBOIS	18233	SERVICE 6/4-6/13	ProfServ-Consultants	531075-51301	\$375.00
001	7858	06/26/19	FED EX	6-579-10573	SERVICE FOR 6/5/19	Postage and Freight	541006-51301	\$41.91
001	7859	06/26/19	GREATAMERICA FINANCIAL SERVICES CORP	24981397	6/19 COPIER RENTAL	ProServ-Info Technology	531020-51301	\$315.13
001	7860	06/26/19	LAKE WORTH FIRE EQUIPMENT INC	57695	SERVICE CALL	Special Events	549022-51401	\$84.70
001	7861	06/26/19	KH WESTLAKE, LLC	062019	DOUBLE PAYMENT OF PERMIT FEES FOR CRESSWIND POD P	Due to Developer	206000	\$47,128.00
001	DD245	06/04/19	CARD SERVICES CENTER	051019-0943 ACH	PURCHASES FOR 4/12-5/10/19	LEGENDS# 12	549109-51301	\$23.22
001	DD245	06/04/19	CARD SERVICES CENTER	051019-0943 ACH	PURCHASES FOR 4/12-5/10/19	HILTON DISNEY WORLD	549109-51301	\$201.38
001	DD245	06/04/19	CARD SERVICES CENTER	051019-0943 ACH	PURCHASES FOR 4/12-5/10/19	PBC CONVENTION CENTER	549109-51301	\$5.00
001	DD245	06/04/19	CARD SERVICES CENTER	051019-0943 ACH	PURCHASES FOR 4/12-5/10/19	FLORIDA CITY AND COUNT	549109-51301	\$525.00
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	YWCA OF PBC	549170-51101	\$225.00
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	EDIBLE ARRANGEMENTS	551002-51301	\$69.53
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	AMAZON PRIME	554020-51301	\$13.14
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	PALM BEACH POST CIRC	554020-51301	\$56.43
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	AMAZON MARKETPLACE	551002-51301	\$21.79
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	FACC	549109-51301	\$150.00
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	AMAZON MARKETPLACE	551002-51301	\$150.10
001	DD246	06/04/19	CARD SERVICES CENTER	051019-0968 ACH	PURCHASES FOR 4/12-5/10/19	EB 14TH ANNUAL MY TEA	549170-51101	\$472.89
001	DD247	06/13/19	COMCAST	73484-052219 ACH	8535 11 407 0673484 5/26-6/25/19	Communication - Telephone	541003-51301	\$501.29
001	DD248	06/01/19	FPL	052019-00227 ACH	78436-00227 4/19-5/20/19	Electricity-General	543006-54101	\$85.71

**CITY OF WESTLAKE**

**Payment Register by Fund  
For the Period from 6/1/2019 to 6/30/2019  
(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	DD249	06/17/19	COMCAST	74953-052619 ACH	8535 11 407 0674953 5/30-6/29/19	Communication - Telephone	541003-51301	\$248.62
001	DD250	06/17/19	COMCAST	74961-052619 ACH	8535 11 407 0674961 5/30-6/29/19	Communication - Telephone	541003-51301	\$399.04
001	DD264	06/17/19	FPL	060619-99121 ACH	09796-99121 5/7-6/6/19	Electricity-General	543006-54101	\$74.53
001	DD265	06/17/19	FPL	060619-89127 ACH	61367-89127 5/7-6/6/19	Electricity-General	543006-54101	\$51.60
001	7838	06/11/19	PHILLIP D EVERETT	PAYROLL	June 11, 2019 Payroll Posting			\$2,909.27
001	DD251	06/11/19	KARA S. CRUMP	PAYROLL	June 11, 2019 Payroll Posting			\$2,784.77
001	DD252	06/11/19	KATRINA L. LONG	PAYROLL	June 11, 2019 Payroll Posting			\$2,784.77
001	DD253	06/11/19	ROGER B MANNING	PAYROLL	June 11, 2019 Payroll Posting			\$2,826.27
001	DD254	06/11/19	JOHN A. STANAVITCH	PAYROLL	June 11, 2019 Payroll Posting			\$2,867.77
							<b>Fund Total</b>	<b>\$482,021.03</b>

<b>Total Checks Paid</b>	<b>\$482,021.03</b>
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## **Sixth Order of Business**

August 12, 2019

## RESOLUTION 2019-18

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR WESTLAKE, POD K, BEING DESCRIBED AS A PORTION LAND DESCRIBED BY METES AND BOUNDS AS A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, Minto PBLH, LLC, a Florida Limited Liability Company, as the Applicant has requested approval for the Westlake, POD K, Final Plat, described by metes and bounds as a parcel of land lying in Section 12, Township 43 South, Range 40 East, and being a re-plat of a portion of O.S.T. 2 as shown on the plat of Persimmon Boulevard East, Plat 1, as recorded in plat book 125, Pages 106 and 107, and O.S.T. #5 and #6 as shown on the plat of Ilex Way, Phase II plat, recorded in plat book 128, pages 22 through 25, in the City of Westlake, Palm Beach County, Florida, 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 "Westlake, POD K", as described in the attached Exhibit "A", containing approximately 35.199 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 \_\_\_\_\_ day of August 12, 2019.

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City of Westlake  
Roger Manning, Mayor

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Sandra DeMarco, City Clerk

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

**Exhibit 'A'**  
**Legal Description**  
**(Pod K)**

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS WESTLAKE - POD K, A SUBDIVISION IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING, IN PART, A REPLAT OF A PORTION OF O.S.T. 2 AS SHOWN ON THE PLAT OF PERSIMMON BOULEVARD EAST - PLAT 1, RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, AND O.S.T. #5 AND #6 AS SHOWN ON THE PLAT OF ILEX WAY-PHASE II PLAT, RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

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

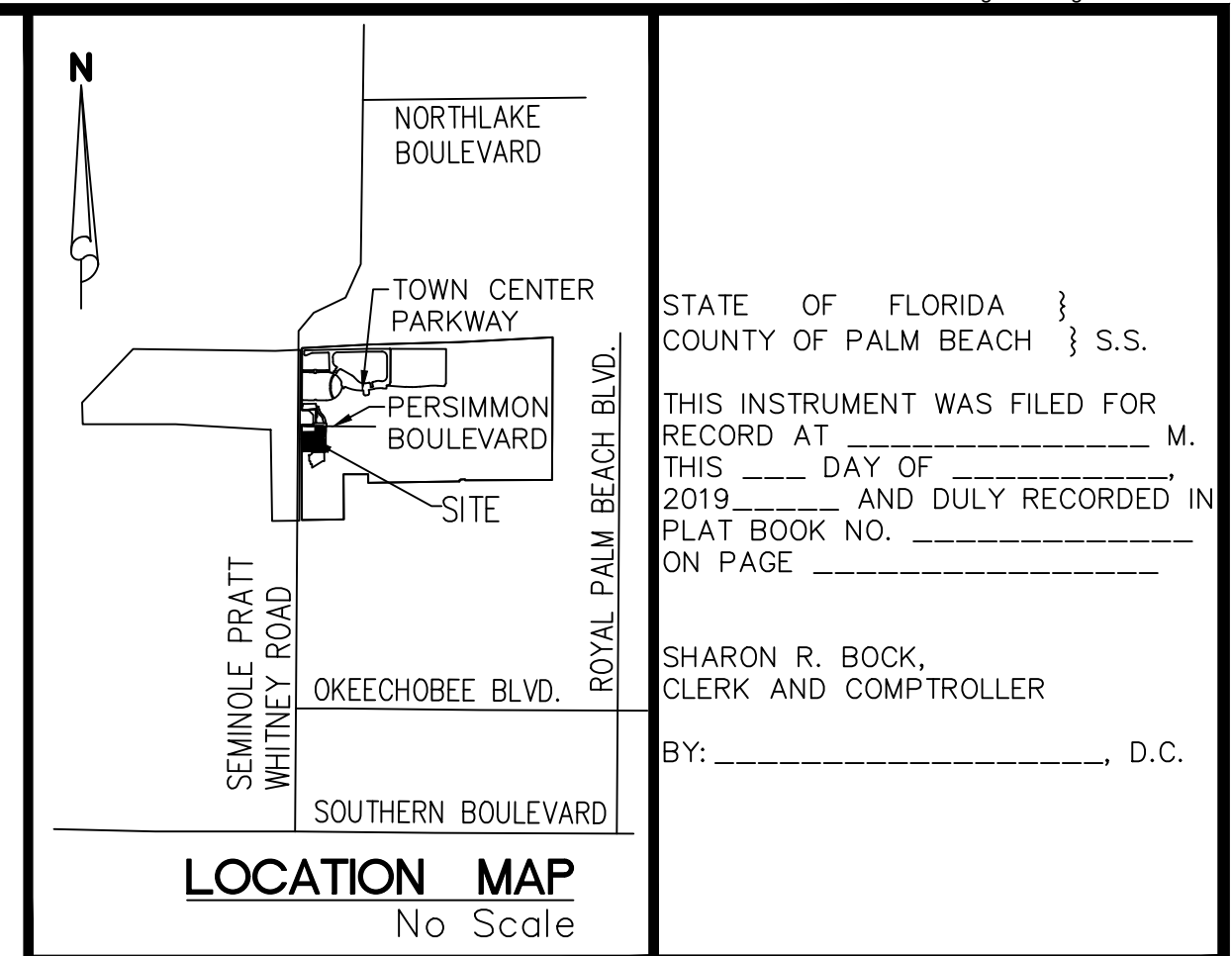
**COMMENCE** AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF SAID PUBLIC RECORDS AND AS MONUMENTED; THENCE 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 OFFICIAL RECORD BOOK 1544, PAGE 378, AND OFFICIAL RECORD BOOK 1640, PAGE 1626 BOTH OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT-WHITNEY ROAD, A DISTANCE OF 4903.53 FEET TO A POINT ON THE LINE OF THE ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE ALONG THE EAST LINE OF SAID ADDITIONAL RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES: 1) A DISTANCE OF 42.73 FEET; 2) A DISTANCE OF 77.92 FEET TO THE SOUTHWEST CORNER OF MEDICAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 1 AND 2, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT OF MEDICAL CENTER, A DISTANCE OF 744.12 FEET; THENCE ALONG THE EAST LINE OF SAID PLAT OF MEDICAL CENTER TO THE NORTHEAST CORNER OF SAID PLAT OF MEDICAL CENTER, A DISTANCE OF 328.37 FEET; THENCE CONTINUE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD EAST, PERSIMMON BOULEVARD EAST-PLAT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, OF SAID PUBLIC RECORDS A DISTANCE OF 8.00 FEET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD EAST FOR THE FOLLOWING TWO (2) COURSES; 1) A DISTANCE OF 467.88 FEET; 2) A DISTANCE OF 53.74 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILEX WAY, ILEX WAY-PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25 INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF ILEX WAY FOR THE FOLLOWING TWELVE (12) COURSES; 1) A DISTANCE OF 20.93 FEET; 2) A DISTANCE OF 253.32 FEET; 3) A DISTANCE OF 51.02 FEET; 4) A DISTANCE OF 252.72 FEET; 5) A DISTANCE OF 56.59 FEET; 6) A DISTANCE OF 80.00 FEET; 7) A DISTANCE OF 10.96 FEET; 8) A DISTANCE OF 56.59 FEET; 9) A DISTANCE OF 297.98 FEET; 10) A DISTANCE OF 51.20 FEET; 11) A DISTANCE OF 276.99 FEET; 12) A DISTANCE OF 35.07 FEET; THENCE A DISTANCE OF 561.13 FEET; THENCE A DISTANCE OF 35.36 FEET; THENCE A DISTANCE OF 30.00 FEET; THENCE A DISTANCE OF 35.36 FEET; THENCE A DISTANCE OF 240.04 FEET; THENCE A DISTANCE OF 50.64 FEET; THENCE A DISTANCE OF 83.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE

SOUTHEASTERLY WITH A RADIUS OF 448.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF A DISTANCE OF 100.86 FEET TO A POINT OF TANGENCY; THENCE A DISTANCE OF 97.57 FEET TO A POINT ON THE EAST LINE OF THE ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID EAST LINE OF ADDITIONAL RIGHT-OF-WAY FOR THE FOLLOWING TWELVE (12) COURSES: 1) A DISTANCE OF 28.64 FEET; 2) THENCE A DISTANCE OF 144.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2549.00 FEET; 3) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF A DISTANCE OF 48.97 FEET TO A POINT OF TANGENCY; 4) THENCE A DISTANCE OF 164.50 FEET; 5) THENCE A DISTANCE OF 51.26 FEET; 6) THENCE A DISTANCE OF 276.31 FEET; 7) THENCE A DISTANCE OF 56.57 FEET; 8) THENCE A DISTANCE OF 40.00 FEET; 9) THENCE A DISTANCE OF 62.00 FEET; 10) THENCE A DISTANCE OF 50.00 FEET; 11) THENCE A DISTANCE OF 56.57 FEET; 12) THENCE A DISTANCE OF 57.57 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 1544, PAGE 378 AND OFFICIAL RECORD BOOK 1640, PAGE 1626 BOTH OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, A DISTANCE OF 99.75 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 1,533,281.905 SQUARE FEET OR 35.199 ACRES MORE OR LESS.

# WESTLAKE - POD K

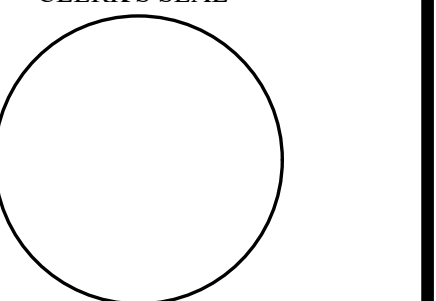
A SUBDIVISION IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST,  
 CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA  
 BEING, IN PART, A REPLAT OF A PORTION OF O.S.T. 2 AS SHOWN ON THE PLAT OF PERSIMMON  
 BOULEVARD EAST - PLAT 1, RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, AND O.S.T. #5 AND #6  
 AS SHOWN ON THE PLAT OF ILEX WAY-PHASE II PLAT, RECORDED IN PLAT BOOK 128, PAGES 22  
 THROUGH 25, INCLUSIVE, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
 TOGETHER WITH A PORTION OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST,  
 CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



STATE OF FLORIDA }  
 COUNTY OF PALM BEACH } S.S.  
 THIS INSTRUMENT WAS FILED FOR  
 RECORD AT \_\_\_\_\_ M.  
 THIS \_\_\_\_ DAY OF \_\_\_\_\_  
 2019 \_\_\_\_ AND DULY RECORDED IN  
 PLAT BOOK NO. \_\_\_\_\_  
 ON PAGE \_\_\_\_\_

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

CLERK'S SEAL



**AREA TABULATION (IN ACRES)**

TRACT A:	0.086
TRACT K:	35.113
TOTAL:	35.199 TOTAL ACRES, MORE OR LESS

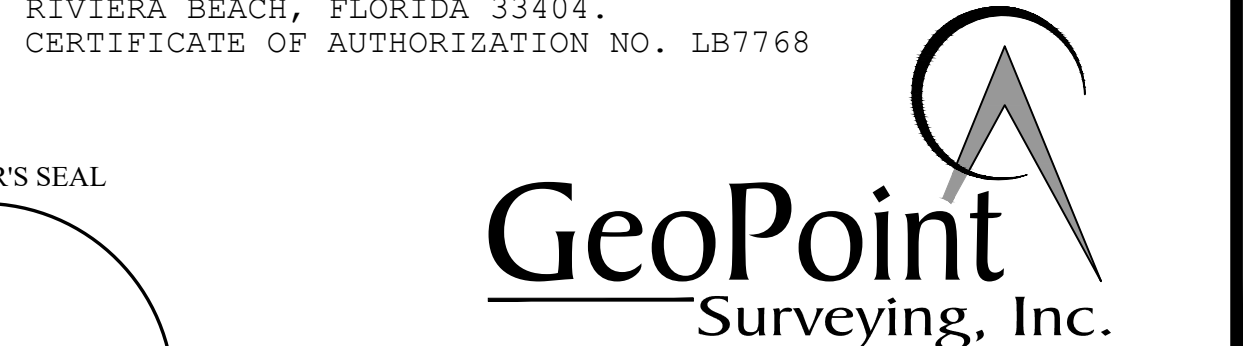
- SURVEYORS NOTES**
- PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: "■" A 1 1/2" BRASS DISK STAMPED "PRM LB7768" SET IN A 4"x4"x24" CONCRETE MONUMENT. (UNLESS OTHERWISE NOTED)
  - BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. 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 WHERE 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 DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF 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.
  - 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 MONUMENTS ACCORDING TO SEC. 177.091(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 CHAPTER 177-PART 1, PLATTING, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA.

DATE: \_\_\_\_\_  
 LUIS J. ORTIZ, P.S.M.  
 LICENSE NO. LS7006  
 STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY  
 LUIS J. ORTIZ, P.S.M.  
 LS7006 STATE OF FLORIDA.  
 GEOPPOINT SURVEYING, INC.  
 4152 WEST BLUE HERON BOULEVARD, SUITE 105,  
 RIVIERA BEACH, FLORIDA 33404  
 CERTIFICATE OF AUTHORIZATION NO. LB7768



4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
 Suite 105 www.geopointsurvey.com  
 Riviera Beach, FL 33404 Licensed Business Number LB 7768

### UTILITY EASEMENTS

ALL UTILITY EASEMENTS DESCRIBED ON THE PLAT ARE PRIVATE PERPETUAL NON-EXCLUSIVE EASEMENTS UNLESS EXPRESSLY STATED OTHERWISE THEREIN. ALL UTILITY RIGHTS AND EASEMENTS ESTABLISHED BY OR RESERVED BY THIS PLAT ARE HEREBY RESERVED 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 RESTRICTION OF RIGHTS, COVENANTS AND DEDICATIONS AS MAY HEREAFTER BE IMPOSED BY GRANTOR; 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 PROVIDERS 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 FOREVER OVER, UNDER, IN, ON, UPON AND ACROSS THE UTILITY EASEMENTS DESCRIBED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITY FACILITIES (INCLUDING CABLES, CONDUITS, 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 FPL'S COMMUNICATIONS PURPOSES IN CONNECTION WITH ELECTRIC SERVICE AND THE RIGHT OF INGRESS AND EGRESS TO THE UTILITY EASEMENTS AT ALL TIMES.

IN WITNESS WHEREOF, MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

WITNESS: \_\_\_\_\_  
 MINTO PBLH, LLC,  
 A FLORIDA LIMITED LIABILITY COMPANY

PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
 JOHN F. CARTER, MANAGER

PRINT NAME: \_\_\_\_\_

**ACKNOWLEDGEMENT**  
 STATE OF FLORIDA  
 COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN F. CARTER WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: \_\_\_\_\_  
 COMMISSION NO. \_\_\_\_\_

(SEAL)

### ACCEPTANCE OF DEDICATION AND RESERVATIONS

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 ITS MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS DEDICATION, DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
 SCOTT MASSEY, PRESIDENT

PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED SCOTT MASSEY WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF SEMINOLE IMPROVEMENT DISTRICT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID DISTRICT, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE DISTRICT SEAL OF SAID DISTRICT AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR STATUTORY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID DISTRICT.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: \_\_\_\_\_  
 COMMISSION NO. \_\_\_\_\_

(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 \_\_\_\_\_, 2019, IN ACCORDANCE WITH CHAPTER 177, F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH CHAPTER 177, F.S.

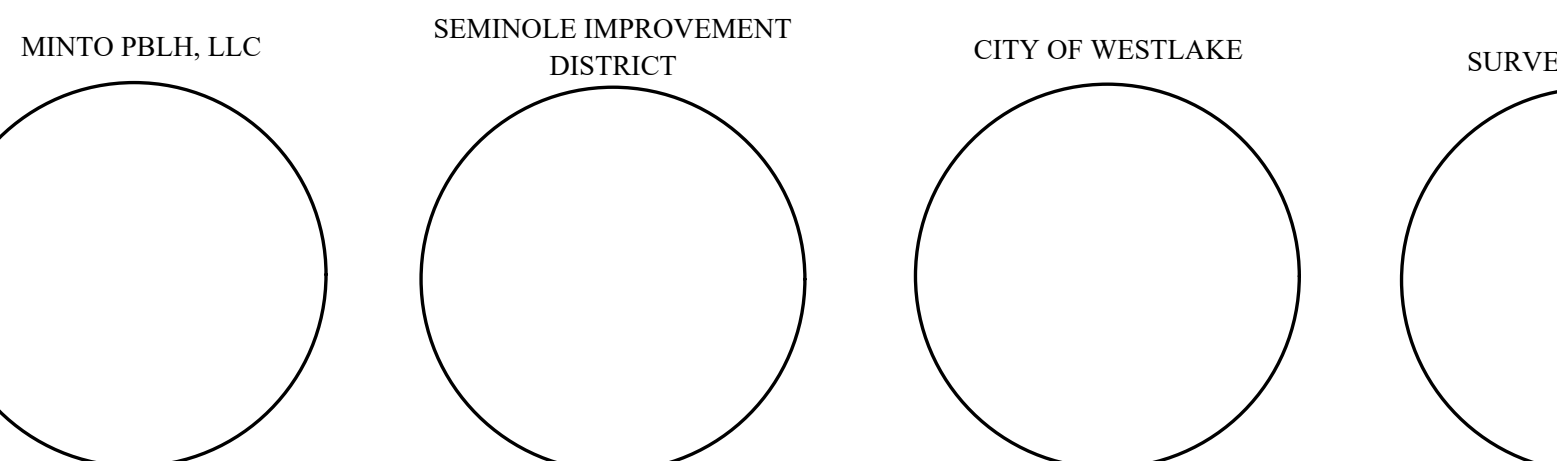
ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
 CITY MANAGER, KEN CASSEL CITY MAYOR, ROGER MANNING

### TITLE CERTIFICATION

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

WE, FOUNDERS TITLE, A TITLE INSURANCE COMPANY, AS DULY LICENSED 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 MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY; 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



### DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS WESTLAKE - POD K, A SUBDIVISION IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING, IN PART, A REPLAT OF A PORTION OF O.S.T. 2 AS SHOWN ON THE PLAT OF PERSIMMON BOULEVARD EAST - PLAT 1, RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, AND O.S.T. #5 AND #6 AS SHOWN ON THE PLAT OF ILEX WAY-PHASE II PLAT, RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND 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 PUBLIC 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 OFFICIAL RECORD BOOK 1544, PAGE 378, AND OFFICIAL RECORD BOOK 1640, PAGE 1626 BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT-WHITNEY ROAD, A DISTANCE OF 4903.53 FEET TO A POINT ON THE LINE OF THE ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID ADDITIONAL RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES: 1) N.15°14'53"E., A DISTANCE OF 42.73 FEET; 2) N.01°42'52"E., A DISTANCE OF 77.92 FEET TO THE SOUTHWEST CORNER OF MEDICAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 1 AND 2, OF SAID PUBLIC RECORDS; THENCE S.88°33'22"E., ALONG THE SOUTH BOUNDARY OF SAID PLAT OF MEDICAL CENTER, A DISTANCE OF 744.12 FEET; THENCE N.01°27'40"E., ALONG THE EAST LINE OF SAID PLAT OF MEDICAL CENTER TO THE NORTHEAST CORNER OF SAID PLAT OF MEDICAL CENTER, A DISTANCE OF 328.37 FEET; THENCE CONTINUE N.01°27'40"E. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD EAST, PERSIMMON BOULEVARD EAST-PLAT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, OF SAID PUBLIC RECORDS A DISTANCE OF 8.00 FEET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD EAST FOR THE FOLLOWING TWO (2) COURSES: 1) S.88°17'08"E. A DISTANCE OF 467.88 FEET; 2) S.43°17'08"E., A DISTANCE OF 53.74 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILEX WAY, ILEX WAY-PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25 INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF ILEX WAY FOR THE FOLLOWING TWELVE (12) COURSES: 1) S.43°16'27"E., A DISTANCE OF 20.93 FEET; 2) S.01°19'42"W., A DISTANCE OF 253.32 FEET; 3) S.14°09'58"W., A DISTANCE OF 51.02 FEET; 4) S.01°42'52"W., A DISTANCE OF 252.72 FEET; 5) S.46°41'20"W., A DISTANCE OF 56.59 FEET; 6) S.01°42'35"W., A DISTANCE OF 80.00 FEET; 7) S.88°20'12"E., A DISTANCE OF 10.96 FEET; 8) S.43°18'40"E., A DISTANCE OF 56.59 FEET; 9) S.01°42'52"W., A DISTANCE OF 297.98 FEET; 10) S.14°07'19"W., A DISTANCE OF 51.20 FEET; 11) S.01°42'52"W., A DISTANCE OF 276.99 FEET; 12) S.46°15'20"W., A DISTANCE OF 35.07 FEET; THENCE N.89°12'12"W., A DISTANCE OF 561.13 FEET; THENCE N.44°12'12"W., A DISTANCE OF 35.36 FEET; THENCE N.89°12'12"W., A DISTANCE OF 30.00 FEET; THENCE S.45°47'48"W., A DISTANCE OF 35.36 FEET; THENCE N.89°12'12"W., A DISTANCE OF 240.04 FEET; THENCE N.80°06'47"W., A DISTANCE OF 50.64 FEET; THENCE N.89°12'12"W., A DISTANCE OF 83.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 448.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°53'58", A DISTANCE OF 100.86 FEET TO A POINT OF TANGENCY; THENCE S.77°53'50"W., A DISTANCE OF 97.57 FEET TO A POINT ON THE EAST LINE OF THE ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID EAST LINE OF ADDITIONAL RIGHT-OF-WAY FOR THE FOLLOWING TWELVE (12) COURSES: 1) N.43°17'08"W., A DISTANCE OF 28.64 FEET; 2) THENCE N.01°49'31"E., A DISTANCE OF 144.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2549.00 FEET; 3) THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'03", A DISTANCE OF 48.97 FEET TO A POINT OF TANGENCY; 4) THENCE N.00°43'28"E., A DISTANCE OF 164.50 FEET; 5) THENCE N.14°15'48"E., A DISTANCE OF 51.26 FEET; 6) THENCE N.00°43'28"E., A DISTANCE OF 276.31 FEET; 7) THENCE N.45°43'28"E., A DISTANCE OF 56.57 FEET; 8) THENCE S.89°16'32"E., A DISTANCE OF 40.00 FEET; 9) THENCE N.00°43'28"E., A DISTANCE OF 62.00 FEET; 10) THENCE N.89°16'32"W., A DISTANCE OF 50.00 FEET; 11) THENCE N.44°16'32"W., A DISTANCE OF 56.57 FEET; 12) THENCE N.00°43'28"E., A DISTANCE OF 57.57 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 1544, PAGE 378 AND OFFICIAL RECORD BOOK 1640, PAGE 1626 BOTH OF SAID PUBLIC RECORDS; THENCE N.01°42'52"E., ALONG SAID EAST RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD, A DISTANCE OF 99.75 FEET TO THE POINT OF BEGINNING.

**CONTAINING:** 1,533,281.905 SQUARE FEET OR 35.199 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 A

TRACT A, AS SHOWN HEREON, IS HEREBY DEDICATED IN FEE SIMPLE TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE AND ANY AND ALL PURPOSES AUTHORIZED BY CHAPTER 2000-431, LAWS OF FLORIDA AND CHAPTERS 189 AND 298, FLORIDA STATUTES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE. THE SEMINOLE IMPROVEMENT DISTRICT SHALL HAVE THE RIGHT TO GRANT OTHER UTILITY PROVIDERS THE ABILITY TO USE THE TRACT, IN ITS SOLE DISCRETION.

### TRACT K

TRACT K, AS SHOWN HEREON, IS HEREBY RESERVED FOR MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE DEVELOPMENT AND PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF CITY OF WESTLAKE, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF WESTLAKE.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

# WESTLAKE - POD K

A SUBDIVISION IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA BEING, IN PART, A REPLAT OF A PORTION OF O.S.T. 2 AS SHOWN ON THE PLAT OF PERSIMMON BOULEVARD EAST - PLAT 1, RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, AND O.S.T. #5 AND #6 AS SHOWN ON THE PLAT OF ILEX WAY-PHASE II PLAT, RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

POINT OF COMMENCEMENT  
NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E. SET 3" IRON PIPE "PUBLIC LAND SURVEY CORNER-TALLHASSEE MERIDIAN" BRASS DISK "10" EAST" SET IN CONCRETE FOUND 10' EAST ON SECTION LINE N: 884626.7147' E: 886137.1629 NAD83 (2007 ADJUSTMENT) CERTIFIED CORNER RECORD #107597

BASIS OF BEARING  
NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 S., RANGE 41 E. S.89°48'53"E., 5270.23' (MEASURED) S.89°48'52"E., 5270.39' (COUNTY)

NORTHEAST CORNER SECTION 6-43-41 FOUND BRASS DISK IN CONCRETE "P.B.C." N:884609.6818, E:891407.3638 NAD83 (2007 ADJUSTMENT) CERTIFIED CORNER RECORD #107591

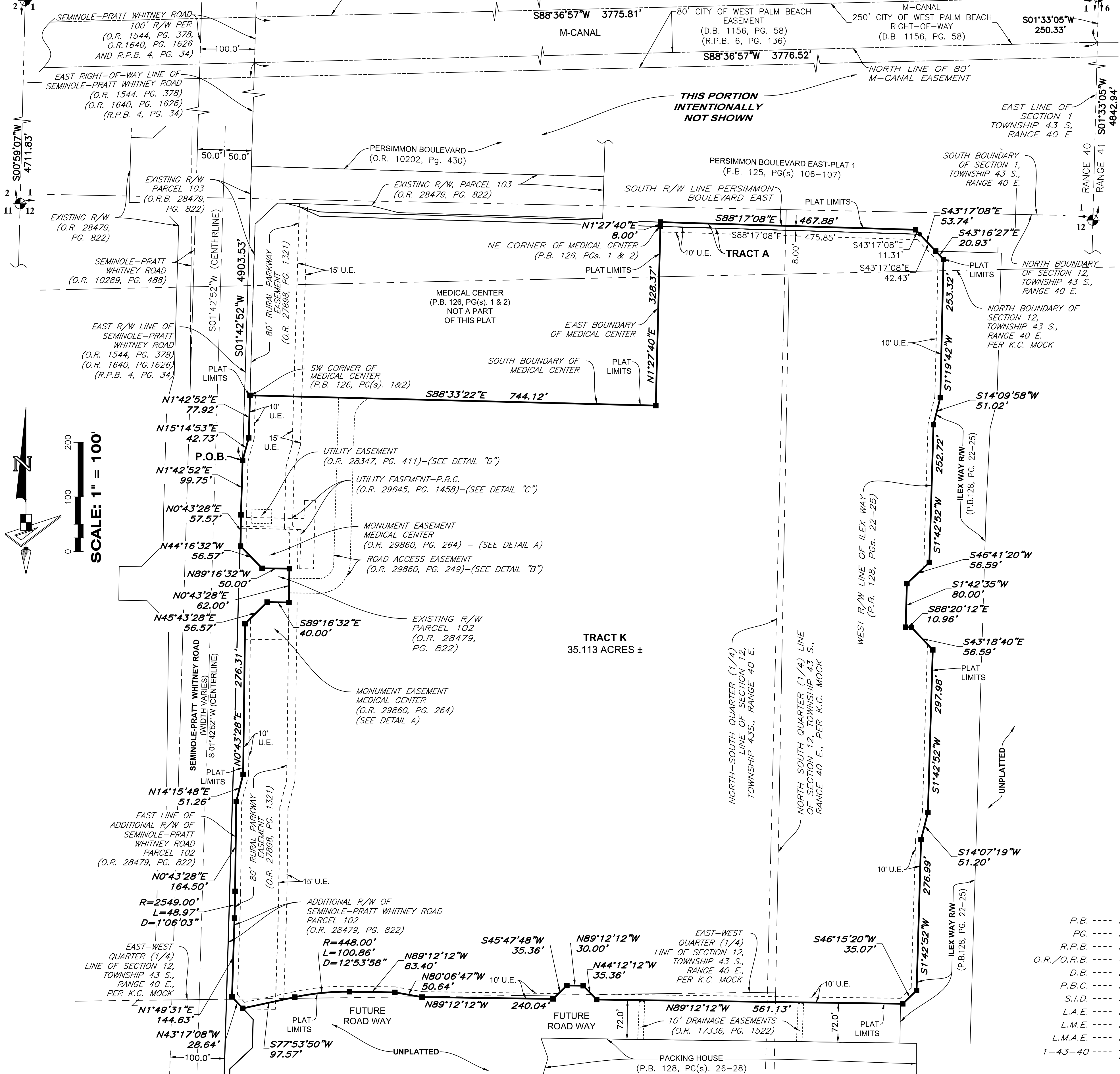
NORTHWEST CORNER OF SECTION 1-43-40 FOUND BRASS DISK IN CONCRETE "P.B.C." N:884612.3299, E:880484.6585 NAD83 (2007 ADJUSTMENT) CERTIFIED CORNER RECORD #107585

NORTH RIGHT-OF-WAY LINE OF M-CANAL (D.B. 1156, PG. 58)

SOUTH LINE OF SECTION 31, TOWNSHIP 42 S., RANGE 41 E.

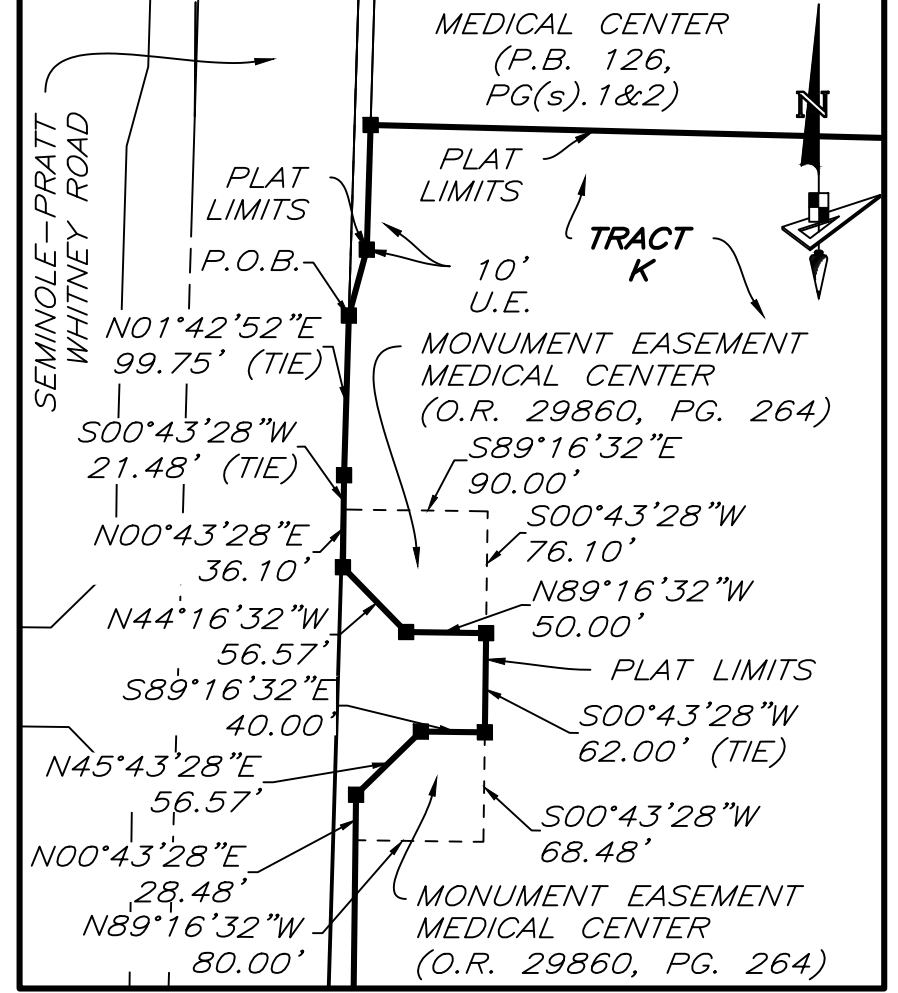
TOWNSHIP 42 TOWNSHIP 43

COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID DATUM = NAD83 2007 ADJUSTMENT ZONE = FLORIDA EAST LINEAR UNITS = US SURVEY FEET 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

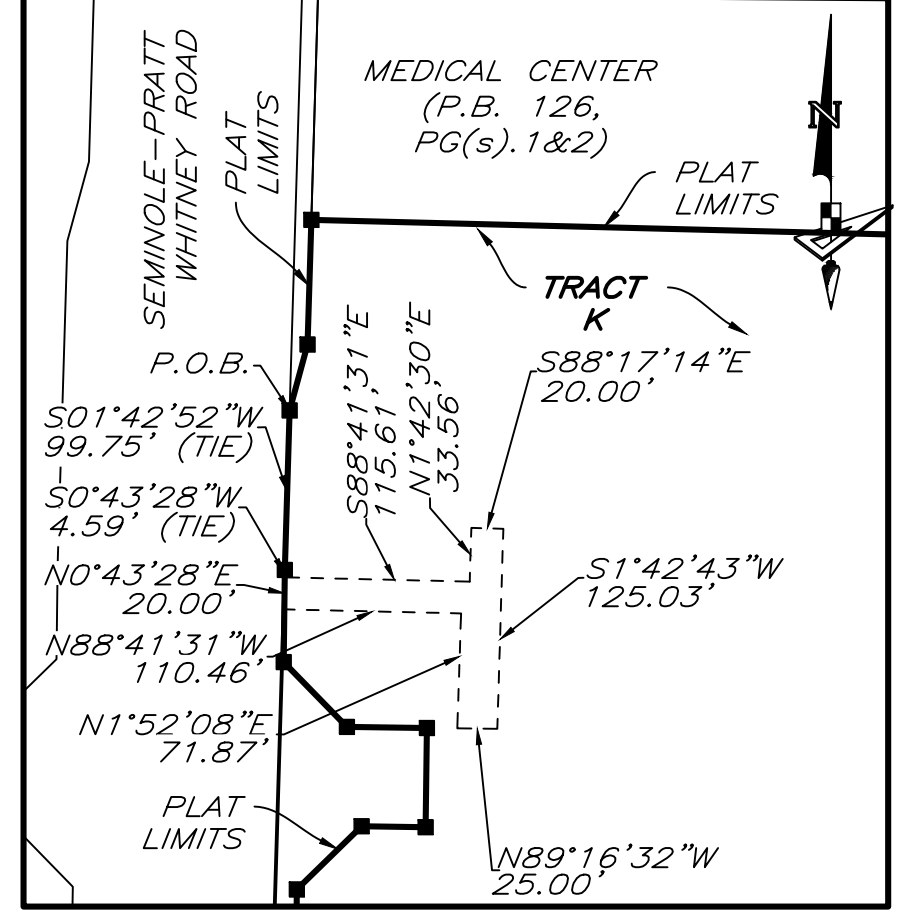


THIS PORTION INTENTIONALLY NOT SHOWN

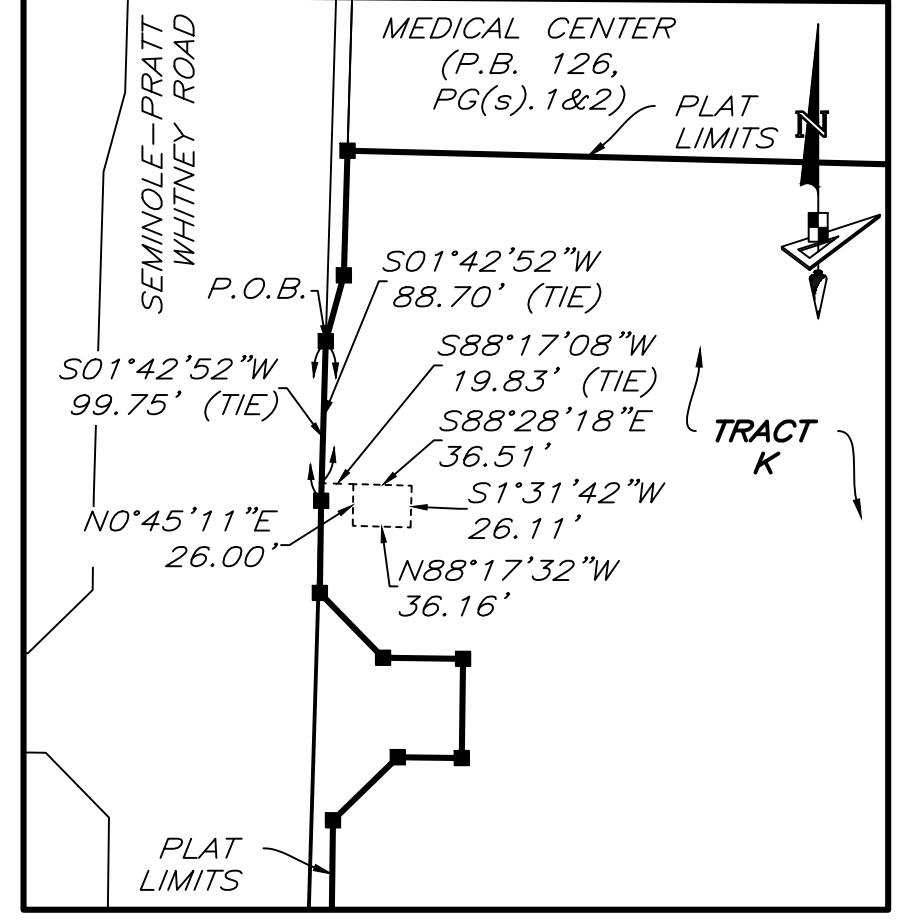
DETAIL A (SCALE: 1"=120')



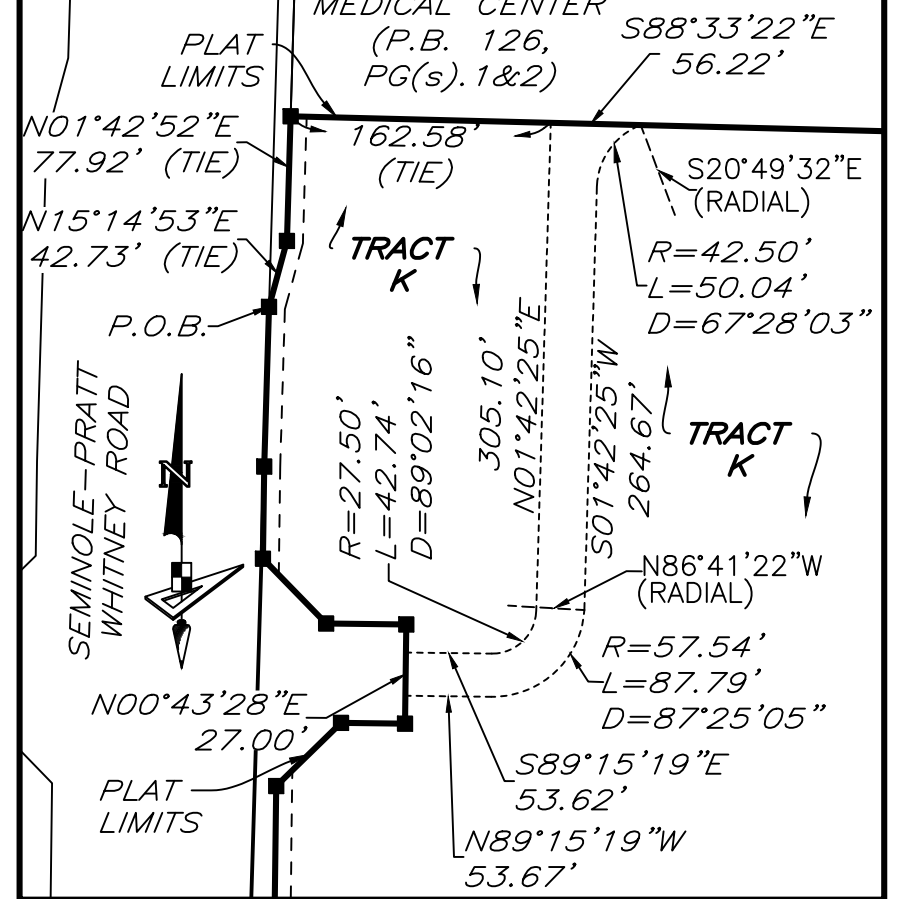
DETAIL "C" (SCALE: 1"=120')



DETAIL "D" (SCALE: 1"=120')



DETAIL "B" (SCALE: 1"=120')

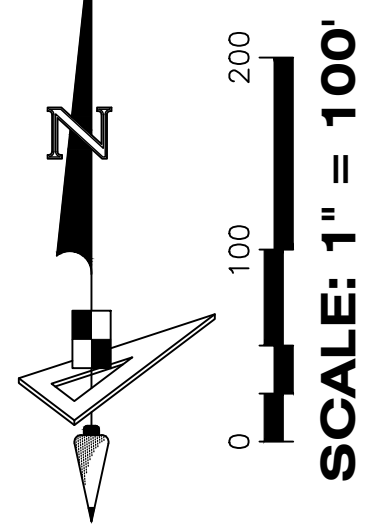


### BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. (MEASURED), BEARINGS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA 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).

### LEGEND

- P.B. ---- PLAT BOOK
- PG. ---- PAGE
- R.P.B. ---- ROAD PLAT BOOK
- O.R./O.R.B. ---- OFFICIAL RECORDS BOOK
- D.B. ---- DEED BOOK
- P.B.C. ---- PALM BEACH COUNTY
- S.I.D. ---- SEMINOLE IMPROVEMENT DISTRICT
- L.A.E. ---- LIMITED ACCESS EASEMENT
- L.M.E. ---- LAKE MAINTENANCE EASEMENT
- L.M.A.E. ---- LAKE MAINTENANCE ACCESS EASEMENT
- 1-43-40 ---- SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST
- U.E. ---- UTILITY EASEMENT
- D.E. ---- DRAINAGE EASEMENT
- R.P.E. ---- RURAL PARKWAY EASEMENT
- O.S.T. ---- OPEN SPACE TRACT
- R/W ---- RIGHT-OF-WAY
- CL ---- CENTER LINE OF ROAD
- R ---- RADIUS
- L ---- ARCH LENGTH
- D ---- DELTA ANGLE



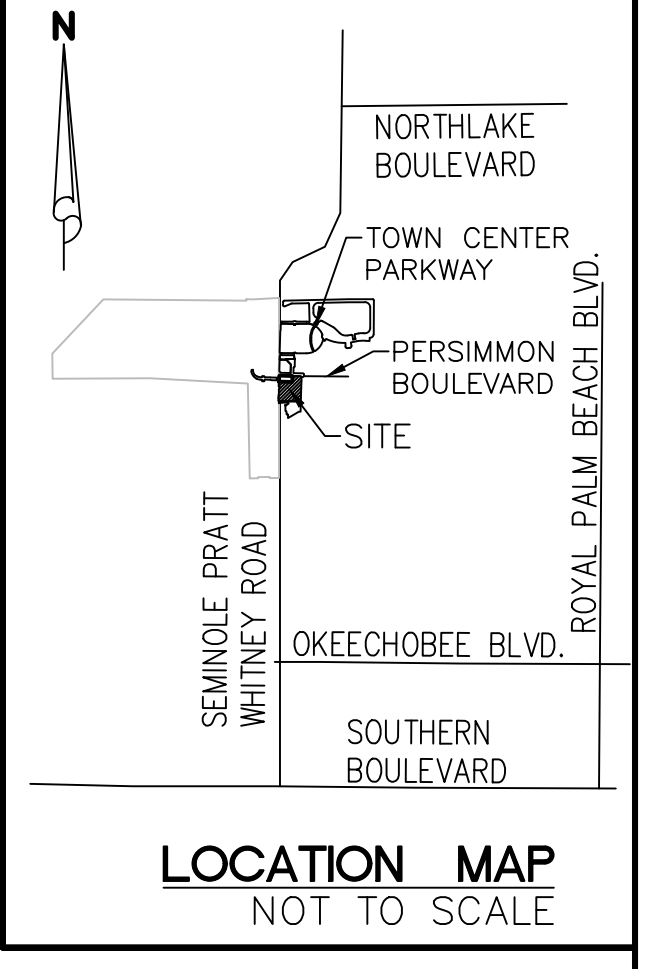
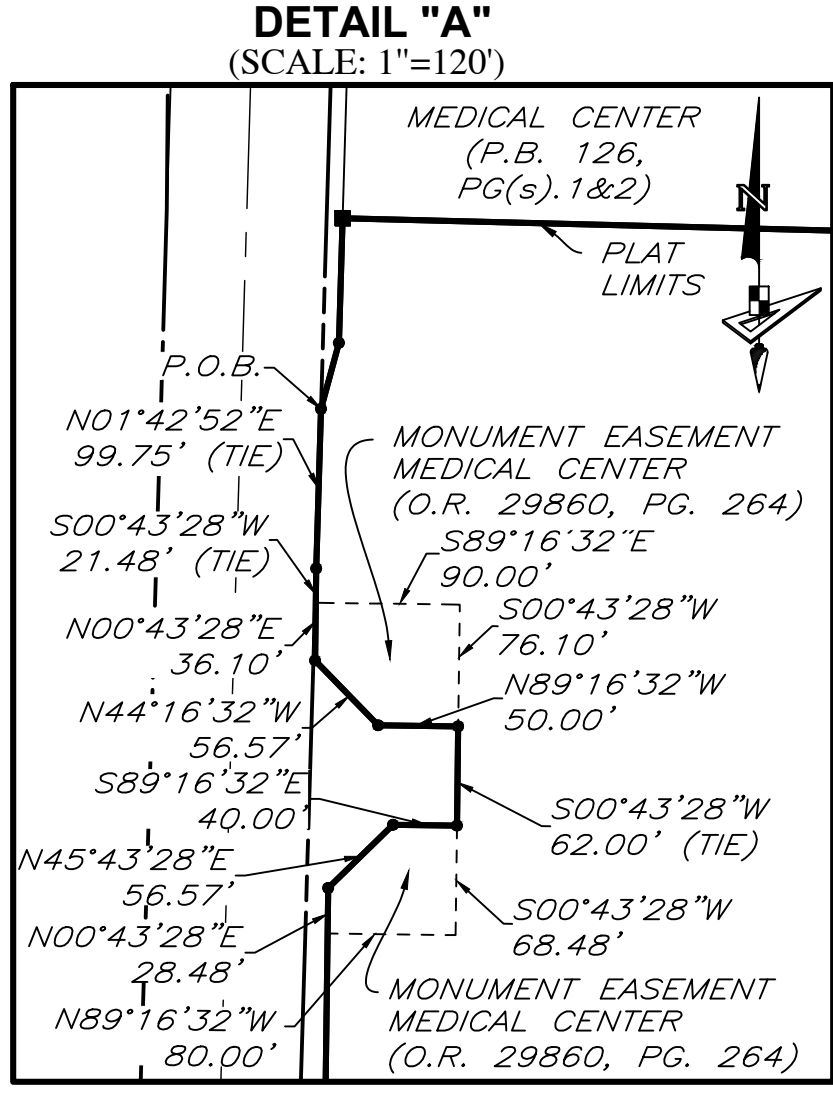
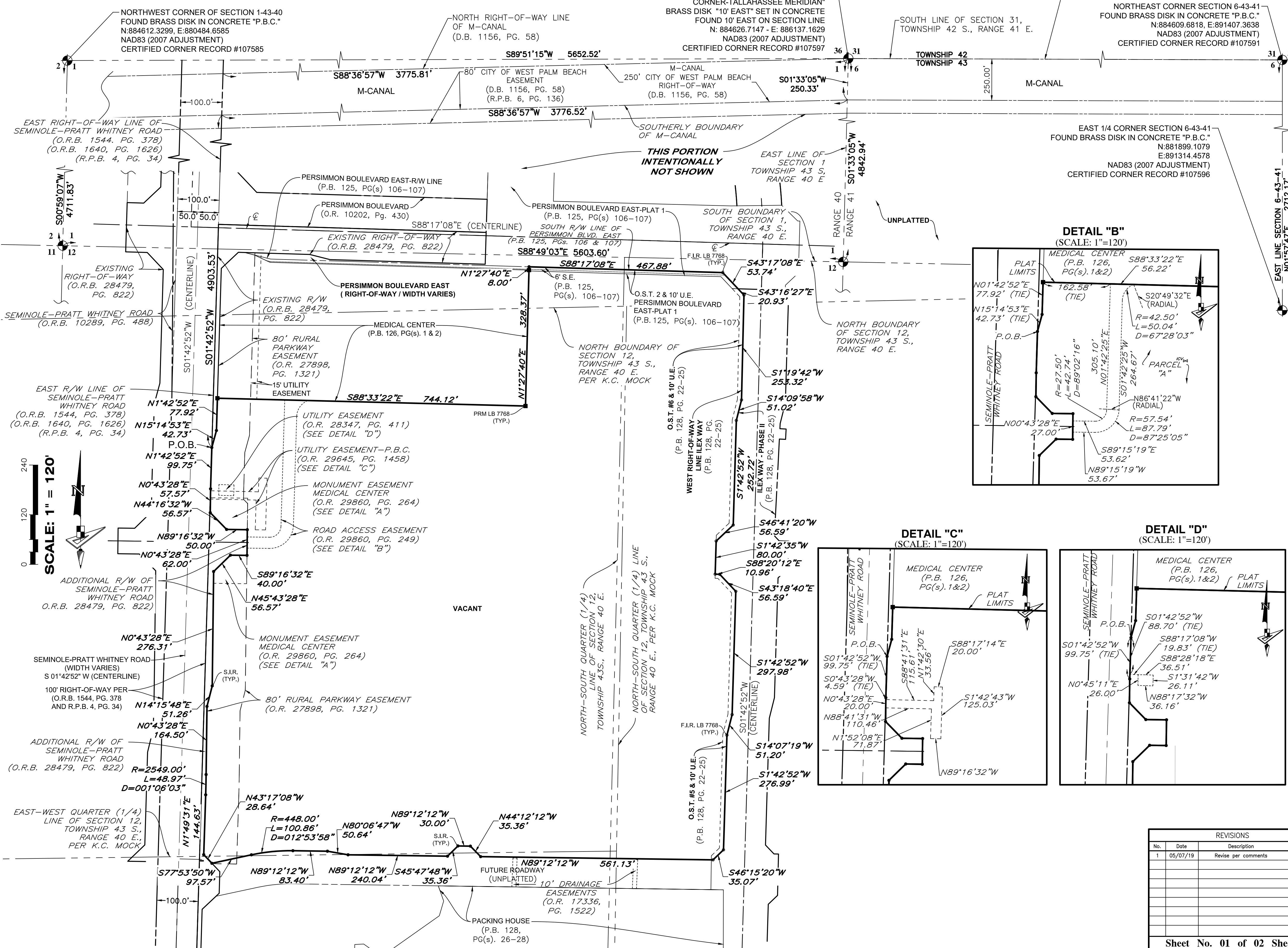
SCALE: 1" = 100'



4152 W. Blue Heron Blvd. Suite 103  
Riviera Beach, FL 33404  
Phone: (561) 444-2720  
www.geopointsurvey.com  
Licensed Business Number LB 7768

- P.O.B./POB --- POINT OF BEGINNING  
 P.B. --- PLAT BOOK  
 D.B. --- DEED BOOK  
 O.R./O.R.B. --- OFFICIAL RECORDS BOOK  
 PG.(s) --- PAGE(S)  
 P.B.C. --- PALM BEACH COUNTY  
 RP --- REFERENCE POINT  
 ELEV --- ELEVATION  
 R.P.B. --- ROAD PLAT BOOK  
 R/W --- RIGHT-OF-WAY  
 C --- CENTERLINE  
 PRM --- PERMANENT REFERENCE MONUMENT
- S.I.R. --- SET IRON ROD - LB 7768  
 F.I.R. --- FOUND IRON ROD  
 FPKD --- FOUND PARKER KALON NAIL & DISK  
 W --- WATER VALVE  
 ICV --- IRRIGATION CONTROL VALVE  
 FM --- FORCE MAIN GATE VALVE  
 RV --- RECLAIM WATER GATE VALVE  
 CO --- SANITARY SEWER CLEAN OUT  
 EHH --- ELECTRIC HAND HOLE  
 ES --- ELECTRIC BOX  
 --- SIGN

- LEGEND**
- GUARD RAIL  
 --- EDGE OF WATER  
 --- TOP OF BANK  
 --- POWER UTILITY POLE  
 --- GUY ANCHOR  
 --- FIRE HYDRANT  
 --- MANHOLE  
 --- SANITARY SEWER MANHOLE  
 --- STORM DRAINAGE MANHOLE
- 20.0 --- LOCATION OF READING  
 --- SPOT ELEVATION  
 (NOTE: SOME ITEMS IN ABOVE LEGEND MAY NOT BE APPLICABLE)
- R --- RADIUS  
 L --- ARC LENGTH  
 D --- DELTA - CENTRAL ANGLE  
 --- SET IRON ROD  
 --- FOUND IRON ROD  
 --- FOUND PRM LB 7768

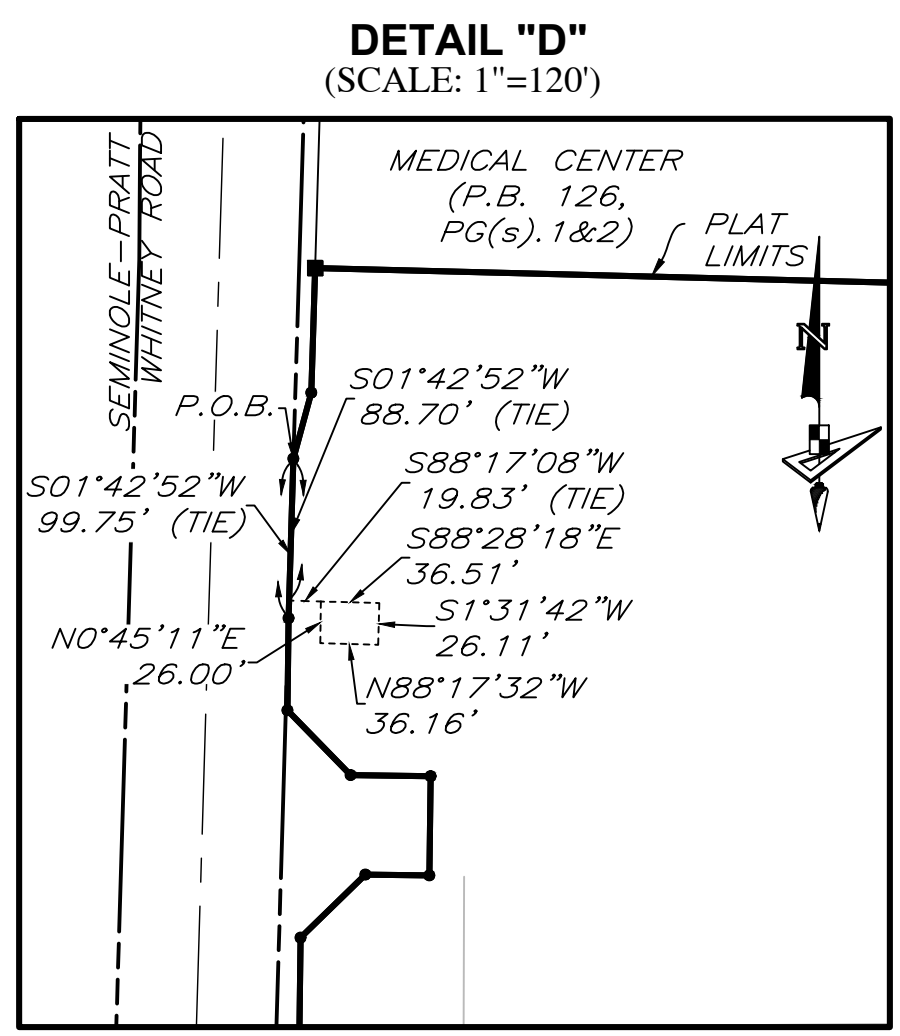
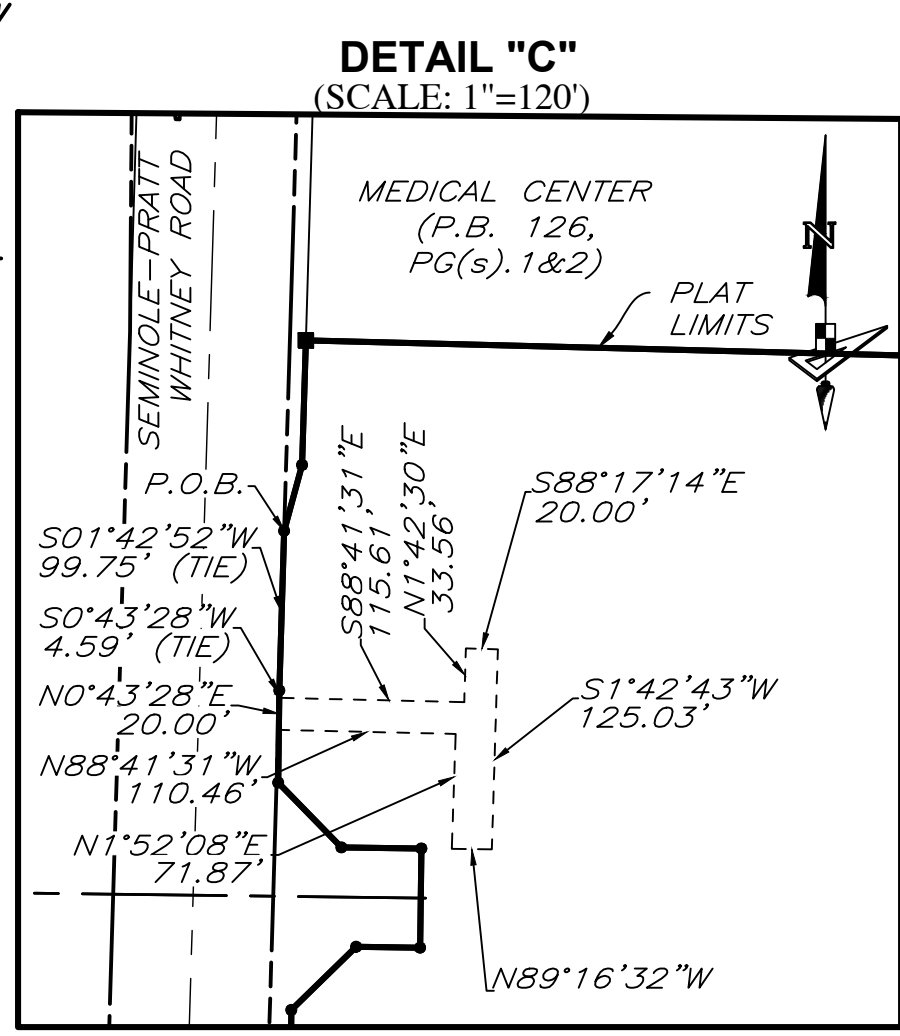
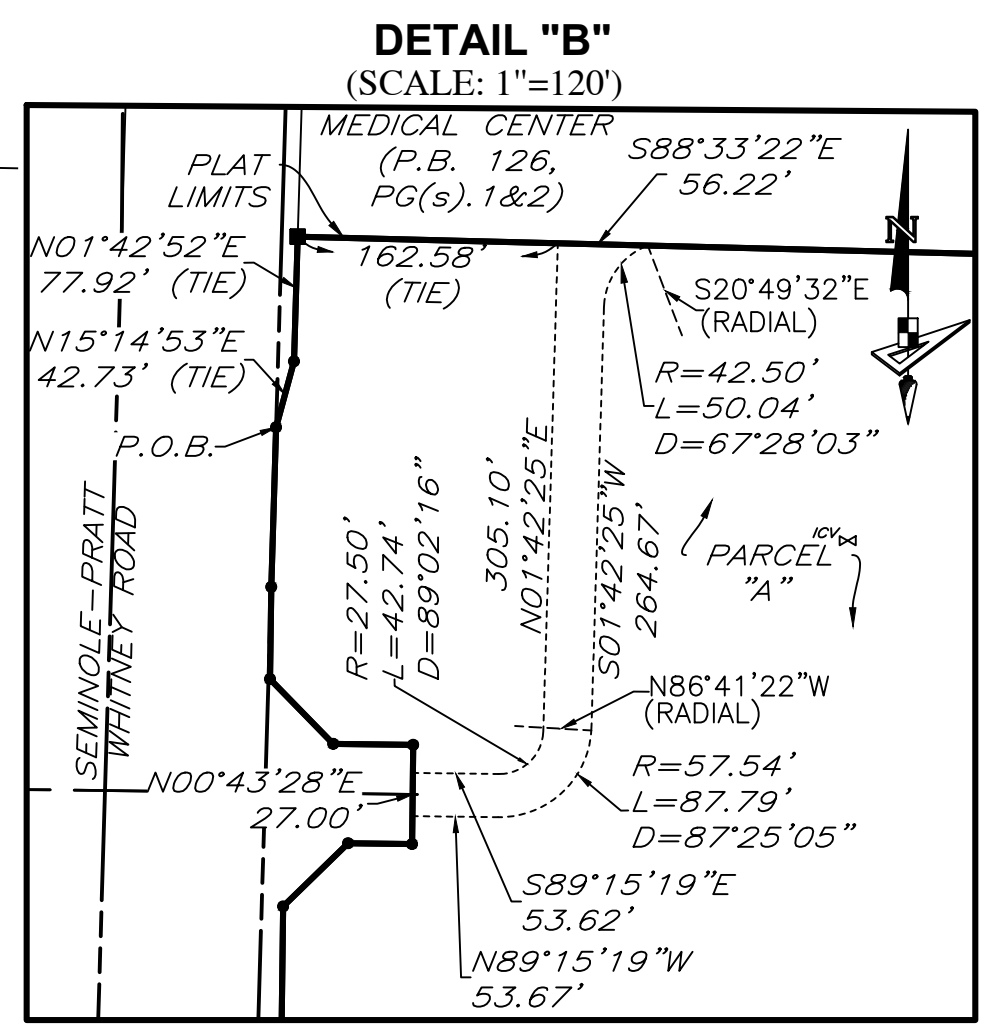


**POD K**

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND 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\"/>

**CONTAINING:** 1,533,281.905 SQUARE FEET OR 35.199 ACRES MORE OR LESS.



**CERTIFICATION TO:**

THIS IS TO CERTIFY TO WELLINGTON REGIONAL MEDICAL CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SHUTTS & BOWEN LLP AND MINTO PBL, LLC, A FLORIDA LIMITED LIABILITY COMPANY;

THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 11, 13, 14, 16, 17, 19 AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 7, 2018.

DATE OF PLAT OR MAP: MAY 24, 2019.

LUIS J. ORTIZ  
 ALTA PROFESSIONAL SURVEYOR AND MAPPER #LS7006

**ALTA/NSPS LAND TITLE SURVEY  
 CITY OF WESTLAKE - POD-K**

REVISIONS			Prepared For:
No.	Date	Description	UHS OF DELAWARE, INC.
1	06/07/19	Revise per comments	

Prepared For: UHS OF DELAWARE, INC.  
 Last Date of Field Survey: 07/07/18

**SURVEYOR'S CERTIFICATE**

This certifies that a survey of the land described property was made under my supervision and in accordance with the standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17.05, Florida Administrative Code, pursuant to the provisions of the Florida Statutes, and that I am duly licensed as a Professional Surveyor and Mapper in the State of Florida.

LUIS J. ORTIZ  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. LS7006

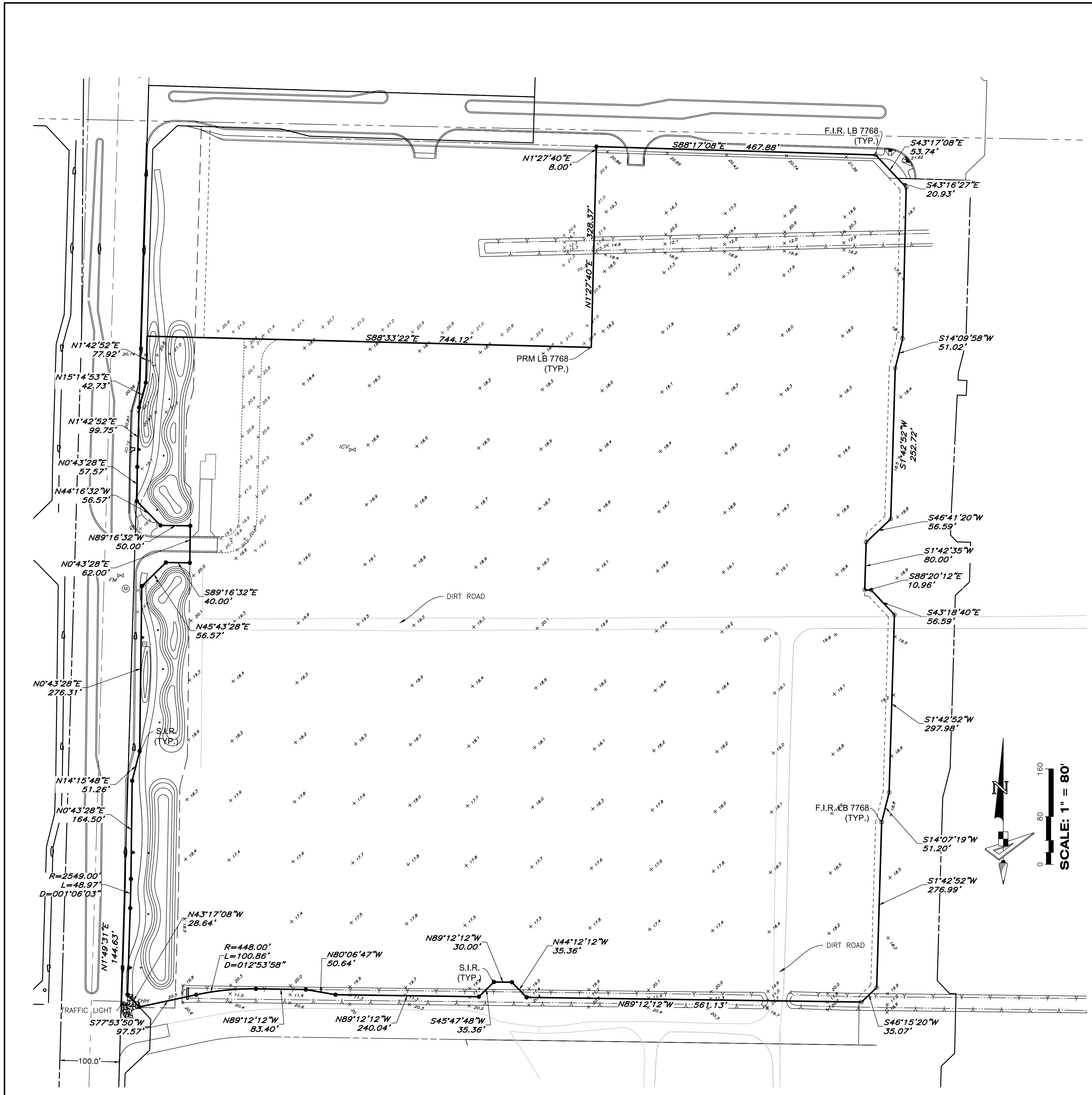
**GeoPoint**  
 Surveying, Inc.

4152 W. Blue Heron Blvd.  
 Suite 105  
 Riviera Beach, FL 33404

Phone: (561) 444-2720  
 www.geopointsurvey.com

Check: GAR P.C.: S.B. Date: 07/06/18 Date File: XXXXXX  
 Field Book: 2018-17W60

Sheet No. 01 of 02 Sheets



THIS SURVEY WAS PREPARED WITH THE BENEFIT OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NO. 18054602 HAVING AN EFFECTIVE DATE OF APRIL 27, 2018 AT 8:00 A.M. AND ITEMS LISTED IN SCHEDULE B-II THEREOF ARE:

1. 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 THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (NOT A MATTER OF SURVEY)
2. FACTS WHICH WOULD BE DISCLOSED BY AN ACCURATE AND COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (SHOWN)
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (NOT A MATTER OF SURVEY)
4. CONSTRUCTION, MECHANICS, CONTRACTORS' OR MATERIALMENS LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD. (NOT A MATTER OF SURVEY)
5. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. (NOT A MATTER OF SURVEY)
6. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2018 AND SUBSEQUENT YEARS. (NOT A MATTER OF SURVEY)
7. SEMINOLE PRATT WHITNEY ROAD RURAL PARKWAY EASEMENT MINTO WEST TTD BETWEEN MINTO PBLH, LLC AND PALM BEACH COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 27898, PAGE 1321 AS AFFECTED BY SEMINOLE PRATT WHITNEY RURAL PARKWAY MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 29842, PAGE 25. (SHOWN)

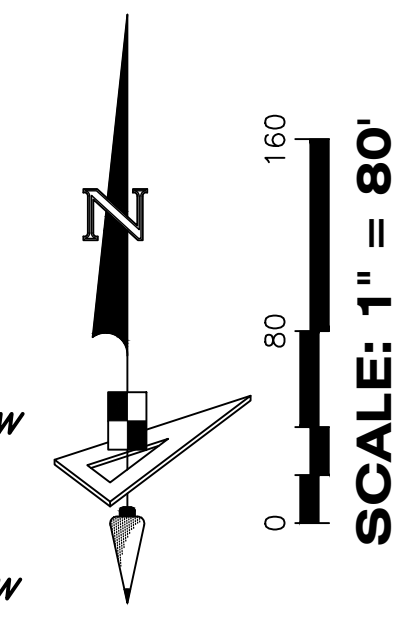
**SURVEYOR'S NOTES:**

- 1) EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM TITLE COMMITMENT FILE No. 18054602 PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, HAVING AN EFFECTIVE DATE OF APRIL 27, 2018 AT 8:00AM.
- 2) THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS ALONG AND NEAR THE BOUNDARY LINES, AND THAT NOTHING BELOW THE GROUND WAS LOCATED INCLUDING, BUT NOT LIMITED TO FOUNDATIONS (FOOTINGS), UTILITIES, ETC. (INTERIOR OCCUPATION NOT LOCATED)
- 3) BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. THE GRID BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA 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).
- 4) THE SUBJECT PROPERTY LIES IN FLOOD ZONES "X" AND "AE", ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 12099C 0345 F, PALM BEACH COUNTY, FLORIDA (UNINCORPORATED AREAS), DATED OCTOBER 5, 2017, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- 5) THIS SURVEY IS BASED ON PREVIOUS FIELD SURVEYS, DOCUMENTS OF RECORD, FOUND MONUMENTS, EXHIBITS, AND HISTORICALLY USED CORNERS. THE FOLLOWING ARE REFERENCE SURVEYS USED IN DETERMINING THE BOUNDARY LOCATION:
  - a) THE "M" CANAL ROAD RIGHT OF WAY MAP, RECORDED IN ROAD PLAT BOOK 6, PAGE 136.
  - b) STATE OF FLORIDA PALM BEACH COUNTY RIGHT-OF-WAY MAP FOR SEMINOLE-PRATT WHITNEY ROAD, RECORDED IN ROAD PLAT BOOK 4, PAGE 34.
  - c) BOUNDARY SURVEY OF RESIDENTIAL AT CALLERY JUDGE GROVES, PREPARED BY LIDBERG LAND SURVEYING, INC. (JOB NO.: 04-106-101C), DATED OCTOBER 5, 2007.
  - d) SKETCH OF SURVEY, PREPARED BY S.P. MUSICK, DATED MARCH 5, 1965.
- 6) ALL BEARINGS AND DISTANCES (UNITED STATES SURVEY FEET) AS SHOWN HEREON ARE AS DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED.
- 7) SURVEY MEETS ACCURACY STANDARD FOR SUBURBAN SURVEYS: 1 FOOT IN 7,500 FEET.
- 8) AT THE TIME OF THE SURVEY, THERE WAS CONSTRUCTION TAKING PLACE ALONG THE SEMINOLE PRATT-WHITNEY RIGHT-OF-WAY, PERSIMMON BLVD. EAST RIGHT-OF-WAY, AND ALONG THE 80 FOOT RURAL PARKWAY EASEMENT DESCRIBED IN O.R. 27898, PG. 1321.
- 9) NO EVIDENCE OF BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

**REFERENCE BENCHMARK:**  
PALM BEACH COUNTY "AMANDA"  
PBCO BRASS DISK / ELEVATION = 25.536'(NAVD88)

TO REACH THE STATION FROM THE INTERSECTION OF SEMINOLE PRATT WHITNEY ROAD AND ORANGE BOULEVARD (EAST), GO SOUTH ON SEMINOLE PRATT WHITNEY ROAD FOR 1.4 MILE TO THE M-CANAL AND 60TH STREET NORTH. THE STATION IS LOCATED IN THE SOUTHWEST WINGWALL OF THE CONCRETE BRIDGE OVER THE M-CANAL, 6.6 FEET SOUTH OF THE SOUTHWEST END OF THE WEST HANDRAIL, 66 FEET NORTH OF THE CENTERLINE OF 60TH STREET, 46.2 FEET WEST OF THE CENTERLINE OF THE 2 LANE SEMINOLE PRATT WHITNEY ROAD. THE STATION IS A P.B.C. BRASS DISK STAMPED "AMANDA".

NOTE: ELEVATIONS SHOWN HEREON ARE IN FEET AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)  
NOTE: CONVERSION FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) = +1.47 FEET.



**ALTA/NSPS LAND TITLE SURVEY  
CITY OF WESTLAKE - POD-K**

REVISIONS			Prepared For: UHS OF DELAWARE, INC.	
No.	Date	Description	Drawn	Last Date of Field Survey: 07/07/18
1	05/07/19	Revise per comments	LJO	

**GeoPoint Surveying, Inc.**  
4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
Suite 105 www.geopointsurvey.com  
Riviera Beach, FL 33404 Licensed Business Number LB 7768  
Drawn: LJO Date: 07/06/18 Data File: XXXXXXXX  
Check: GAR P.C.: S.B. Field Book: 2018-17W60  
Section: 12 Twn. 43 S., Rng. 40 E. Job #: Westlake-POD-K

## **Seventh Order of Business**

August 12, 2019

**RESOLUTION 2019-19**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR MEADOWS OF WESTLAKE PHASE II (POD R), A PARCEL OF LAND LOCATED BY METES AND BOUNDS BEING DESCRIBED AS A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE, MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153, PUBLIC RECORDS OF 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 the Meadows of Westlake Phase II (Pod R) a parcel of land located by metes and bounds being described as a Subdivision in Section 6, Township 43 south, range 41 east, City of Westlake, Palm Beach County, Florida, being a replat of tract R and open space tract #10 through open space tract #14 inclusive, Meadows of Westlake - Phase I, plat book 127, pages 140 through 153, public records of Palm Beach County, Florida, in the City of Westlake, Palm Beach County, Florida; as described in Exhibit 'A' containing approximately 50.749 acres 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 City of Westlake's interim 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 Meadows of Westlake Phase II (Pod R), as described in the attached Exhibit "A", containing approximately 50.749 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 12th day  
of August, 2019.

---

City of Westlake  
Roger Manning, Mayor

---

Sandra DeMarco, City Clerk

---

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

**Exhibit 'A'**  
**Meadows of Westlake Phase II**  
**Legal Description**

**DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 4544.61 FEET; THENCE S.00°11'07"W., A DISTANCE OF 1049.99 FEET TO A POINT ON THE BOUNDARY OF TRACT "R", AS SHOWN ON THE PLAT OF MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK \_\_\_, PAGES \_\_\_ THROUGH \_\_\_ INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THE FOLLOWING COURSES BEING ALONG THE BOUNDARY OF TRACT "R", AS SHOWN ON SAID PLAT; THENCE S.00°11'12"W., A DISTANCE OF 66.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 660.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°01'45", A DISTANCE OF 104.01 FEET TO A POINT OF TANGENCY; THENCE S.09°12'57"W., A DISTANCE OF 141.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 1302.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°23'50" , A DISTANCE OF 395.34 FEET TO A POINT OF TANGENCY; THENCE S.08°10'52"E., A DISTANCE OF 168.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 760.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 08°22'04", A DISTANCE OF 111.00 FEET TO A POINT OF TANGENCY; THENCE S.00°11'12"W., A DISTANCE OF 79.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 56°14'06", A DISTANCE OF 392.60 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE WESTERLY WITH A RADIUS OF 452.11 FEET AND A RADIAL BEARING OF S.82°42'21"W., AT SAID INTERSECTION; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°21'20", A DISTANCE OF 89.60 FEET TO A POINT OF TANGENCY; THENCE S.04°03'41"W., A DISTANCE OF 76.44 FEET; THENCE S.40°56'19"E., A DISTANCE OF 36.67 FEET; THENCE S.04°03'41"W., A DISTANCE OF 29.00 FEET TO A POINT ON THE NORTH BOUNDARY OF TOWN CENTER PARKWAY PHASE II, AS RECORDED IN PLAT BOOK 126, PAGES 34 THROUGH 38, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT FOR THE FOLLOWING TWO (2) COURSES; 1) N.85°56'19"W., A DISTANCE OF 161.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 3090.00 FEET; 2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'33", A DISTANCE OF 30.15 FEET TO A NON-TANGENT INTERSECTION; THENCE CONTINUE ALONG THE BOUNDARY OF TRACT "R", AS SHOWN ON THE PLAT OF MEADOWS OF WESTLAKE - PHASE I PER PLAT BOOK \_\_\_, PAGES \_\_\_ THROUGH \_\_\_, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.03°30'08"E., A DISTANCE OF 29.15 FEET; THENCE N.49°03'41"E., A DISTANCE OF 36.76 FEET; THENCE N.04°03'41"E., A DISTANCE OF 76.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 312.11 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°01'06", A DISTANCE OF 21.89 TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 400.00 FEET AND A RADIAL BEARING OF N.12°15'09"W., AT SAID INTERSECTION; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'34", A DISTANCE OF 60.80 FEET TO A POINT OF TANGENCY; THENCE S.86°27'25"W., A DISTANCE OF 247.77 FEET; THENCE N.03°32'35"W., A DISTANCE OF 150.00 FEET; THENCE S.86°27'25"W., A DISTANCE OF 31.25 FEET; THENCE N.03°32'35"W., A DISTANCE OF 185.00 FEET; THENCE S.86°27'25"W., A DISTANCE OF 175.00 FEET TO NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 40.00 FEET AND A RADIAL BEARING OF N.3°32'35"W., AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 62.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1340.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'25", A DISTANCE OF 197.78 FEET TO A POINT OF TANGENCY; THENCE N.12°00'00"W., A DISTANCE OF 239.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 1160.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°40'47", A DISTANCE OF 175.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°15'03", A DISTANCE OF 59.52 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 640.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°03'54", A DISTANCE OF 112.43 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°21'51", A DISTANCE OF 56.80 FEET TO A POINT OF TANGENCY; THENCE S.00°00'00"E., A DISTANCE OF 193.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 40.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°35'31", A DISTANCE OF 20.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 190.00 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 239°11'01", A DISTANCE OF 793.16 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°35'31", A DISTANCE OF 20.66 FEET TO A POINT OF TANGENCY; THENCE N.00°00'00"E., A DISTANCE OF 166.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°41'59", A DISTANCE OF 59.13 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1160.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°41'59", A DISTANCE OF 95.15 FEET TO A POINT OF TANGENCY; THENCE N.80°00'00"W., A DISTANCE OF 81.31 FEET; THENCE N.10°00'00"E., A DISTANCE OF 135.00 FEET; THENCE S.80°00'00"E., A DISTANCE OF 10.00 FEET; THENCE N.10°00'00"E., A DISTANCE OF 50.00 FEET; THENCE N.80°00'00"W., A DISTANCE OF 37.70 FEET; THENCE N.10°00'00"E., A DISTANCE OF 135.00 FEET; THENCE S.80°00'00"E., A DISTANCE OF 109.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 840.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'00", A DISTANCE OF 293.22 FEET TO A POINT OF TANGENCY; THENCE N.80°00'00"E., A DISTANCE OF 67.71 FEET TO A POINT OF



CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 960.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'25", A DISTANCE OF 201.74 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°28'53", A DISTANCE OF 62.47 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1840.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°22'19", A DISTANCE OF 76.17 FEET TO A POINT OF TANGENCY; THENCE N.00°11'13"E., A DISTANCE OF 62.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 62.83 FEET TO A POINT OF TANGENCY; THENCE N.89°48'47"W., A DISTANCE OF 104.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1365.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'43", A DISTANCE OF 148.79 FEET TO A POINT OF TANGENCY; THENCE S.83°56'30"W., A DISTANCE OF 153.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1335.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°07'00", A DISTANCE OF 282.32 FEET TO A POINT OF TANGENCY; THENCE N.83°56'30"W., A DISTANCE OF 207.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 865.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°52'18", A DISTANCE OF 88.65 FEET TO A POINT OF TANGENCY; THENCE N.89°48'47"W., A DISTANCE OF 661.62 FEET; THENCE N.00°11'13"E., A DISTANCE OF 135.00 FEET; THENCE S.89°48'47"E., A DISTANCE OF 7.50 FEET; THENCE N.00°11'13"E., A DISTANCE OF 50.00 FEET; THENCE N.89°48'47"W., A DISTANCE OF 20.38 FEET; THENCE N.00°11'13"E., A DISTANCE OF 150.00 FEET; THENCE S.89°48'47"E., A DISTANCE OF 674.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1200.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°52'17", A DISTANCE OF 122.97 FEET TO A POINT OF TANGENCY; THENCE S.83°56'30"E., A DISTANCE OF 207.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1000.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°07'00", A DISTANCE OF 211.48 FEET TO A POINT OF TANGENCY; THENCE N.83°56'30"E., A DISTANCE OF 153.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1700.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'43", A DISTANCE OF 185.30 FEET TO A POINT OF TANGENCY; THENCE S.89°48'47"E., A DISTANCE OF 636.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59", A DISTANCE OF 628.32 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING.

CONTAINING: 56.623 ACRES, MORE OR LESS.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

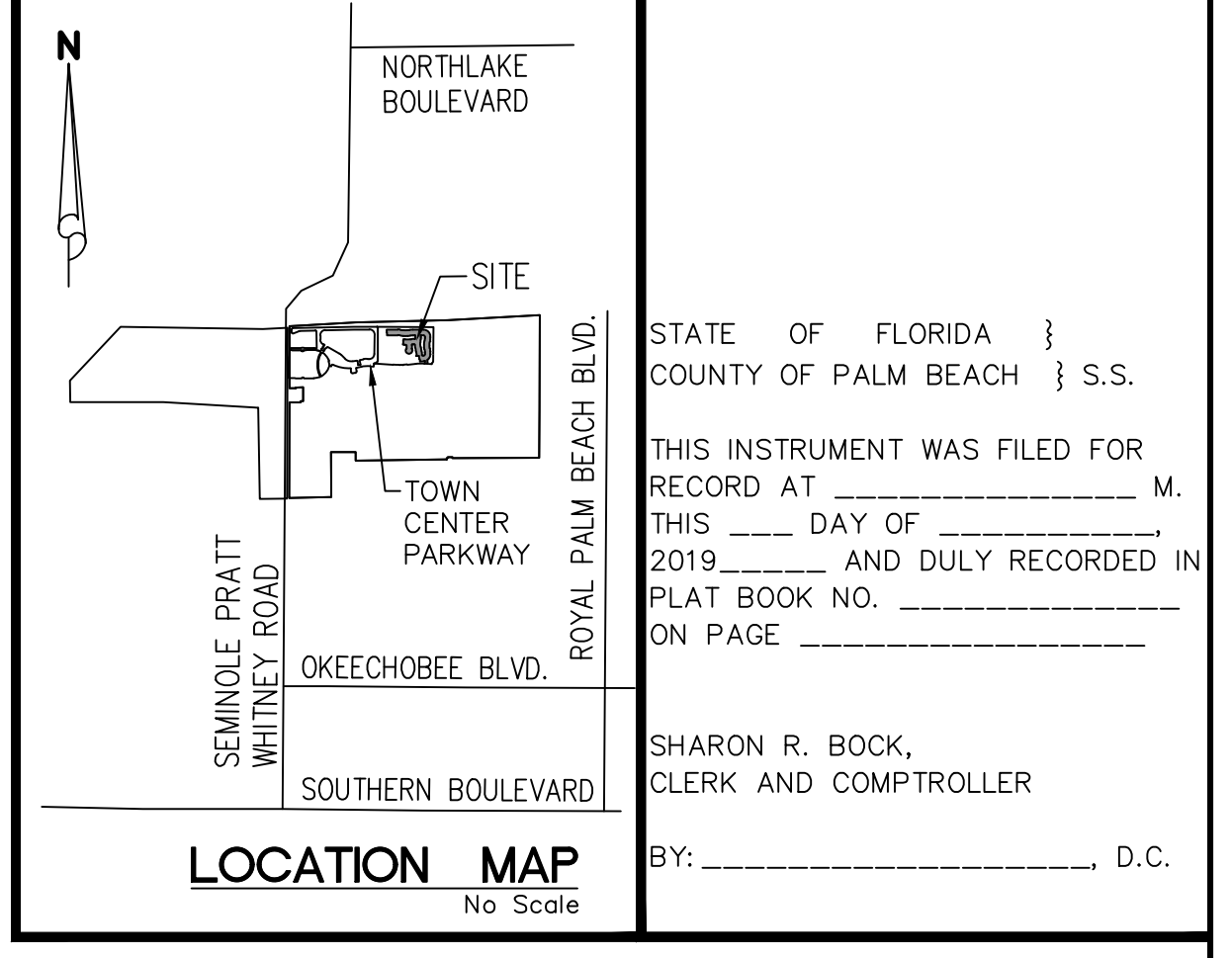
COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THENCE S.89°48'53"E. ALONG THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO THE NORTH

BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 4544.61 FEET; THENCE S.00°11'07"W., A DISTANCE OF 1049.99 FEET TO A POINT ON THE BOUNDARY OF TRACT "R", AS SHOWN ON MEADOWS OF WESTLAKE - PHASE I PER PLAT BOOK \_\_\_\_, PAGES \_\_\_\_ THROUGH \_\_\_\_, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.00°11'12"W., A DISTANCE OF 66.88 FEET; THENCE N.89°48'48"W., A DISTANCE OF 320.00 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY WITH A RADIUS OF 340.00 FEET AND THE POINT OF BEGINNING WATER MANAGEMENT #4 ; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°01'45", A DISTANCE OF 53.58 FEET TO A POINT OF TANGENCY; THENCE S.09°12'57"W., A DISTANCE OF 141.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 1622.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°23'50", A DISTANCE OF 492.50 FEET TO A POINT OF TANGENCY; THENCE S.08°10'52"E., A DISTANCE OF 168.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 440.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'04", A DISTANCE OF 64.26 TO A POINT OF TANGENCY; THENCE S.00°11'12"W., A DISTANCE OF 64.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°16'13", A DISTANCE OF 120.46 FEET TO A POINT OF TANGENCY; THENCE S.86°27'25"W., A DISTANCE OF 55.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 62.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1660.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'25", A DISTANCE OF 245.02 FEET TO A POINT OF TANGENCY; THENCE N.12°00'00"W., A DISTANCE OF 239.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 840.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°00'00", A DISTANCE OF 249.23 FEET TO A POINT OF TANGENCY; THENCE N.05°00'00"E., A DISTANCE OF 149.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2160.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°48'47", A DISTANCE OF 181.45 FEET TO A POINT OF TANGENCY; THENCE N.00°11'13"E., A DISTANCE OF 62.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 62.83 FEET TO A POINT OF TANGENCY; THENCE S.89°48'47"E., A DISTANCE OF 132.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 80.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59", A DISTANCE OF 125.66 FEET TO A POINT OF TANGENCY; THENCE S.00°11'12"W., A DISTANCE OF 51.88 FEET TO THE POINT OF BEGINNING WATER MANAGEMENT #4.

CONTAINING: 5.874 ACRES, MORE OR LESS.

TOTAL CONTAINING: 50.749 ACRES, MORE OR LESS.

MEADOWS OF WESTLAKE - PHASE II
A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT
OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE,
MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND SHOWN AND DESCRIBED HEREON AS MEADOWS OF WESTLAKE - PHASE II, A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE, MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 454.61 FEET; THENCE S.00°11'07"W. A DISTANCE OF 1049.99 FEET TO A POINT ON THE BOUNDARY OF TRACT "R", AS SHOWN ON THE PLAT OF MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153 INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THE FOLLOWING COURSES BEING ALONG THE BOUNDARY OF TRACT "R", AS SHOWN ON SAID PLAT; THENCE S.00°11'12"W., A DISTANCE OF 66.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 660.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°01'45", A DISTANCE OF 104.01 FEET TO A POINT OF TANGENCY; THENCE S.09°12'57"W., A DISTANCE OF 141.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 1302.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°23'50", A DISTANCE OF 395.34 FEET TO A POINT OF TANGENCY; THENCE S.08°10'52"E., A DISTANCE OF 168.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 760.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'04", A DISTANCE OF 111.00 FEET TO A POINT OF TANGENCY; THENCE S.00°11'12"W., A DISTANCE OF 79.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°14'06", A DISTANCE OF 392.60 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE WESTERLY WITH A RADIUS OF 452.11 FEET AND A RADIAL BEARING OF S.82°42'21"W., AT SAID INTERSECTION; THENCE SOUTHERLY LONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°21'20", A DISTANCE OF 89.60 FEET TO A POINT OF TANGENCY; THENCE S.04°03'41"W., A DISTANCE OF 76.44 FEET; THENCE S.40°56'19"E., A DISTANCE OF 36.67 FEET; THENCE S.04°03'41"W., A DISTANCE OF 29.00 FEET TO A POINT ON THE NORTH BOUNDARY OF TOWN CENTER PARKWAY PHASE II, AS RECORDED IN PLAT BOOK 126, PAGES 34 THROUGH 38, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT FOR THE FOLLOWING TWO (2) COURSES; 1) N.85°56'19"W., A DISTANCE OF 161.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 3090.00 FEET; 2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'33", A DISTANCE OF 30.15 FEET TO A NON-TANGENT INTERSECTION; THENCE CONTINUE ALONG THE BOUNDARY OF TRACT "R", AS SHOWN ON THE PLAT OF MEADOWS OF WESTLAKE - PHASE I PER PLAT BOOK 127, PAGES 140 THROUGH 153, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.03°30'08"E., A DISTANCE OF 29.15 FEET; THENCE N.49°03'41"E., A DISTANCE OF 36.76 FEET; THENCE N.04°03'41"E., A DISTANCE OF 76.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 312.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°01'06", A DISTANCE OF 21.89 TO A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 400.00 FEET AND A RADIAL BEARING OF N.12°15'09"W., AT SAID INTERSECTION; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'34", A DISTANCE OF 60.80 FEET TO A POINT OF TANGENCY; THENCE S.86°27'25"W., A DISTANCE OF 247.77 FEET; THENCE N.03°32'35"W., A DISTANCE OF 150.00 FEET; THENCE S.86°27'25"W., A DISTANCE OF 312.5 FEET; THENCE N.03°32'35"W., A DISTANCE OF 185.00 FEET; THENCE S.86°27'25"W., A DISTANCE OF 175.00 FEET TO NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 40.00 FEET AND A RADIAL BEARING OF N.3°32'35"W., AT SAID INTERSECTION; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 62.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1340.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'25", A DISTANCE OF 197.78 FEET TO A POINT OF TANGENCY; THENCE N.12°00'00"W., A DISTANCE OF 239.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 1160.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°40'47", A DISTANCE OF 175.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°15'03", A DISTANCE OF 59.52 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 640.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°03'54", A DISTANCE OF 112.43 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°15'1", A DISTANCE OF 56.80 FEET TO A POINT OF TANGENCY; THENCE S.09°00'00"E., A DISTANCE OF 195.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 40.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°35'31", A DISTANCE OF 20.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 190.00 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 239°11'01", A DISTANCE OF 793.16 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°35'31", A DISTANCE OF 20.66 FEET TO A POINT OF TANGENCY; THENCE N.00°00'00"E., A DISTANCE OF 166.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°41'59", A DISTANCE OF 59.13 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1160.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°41'59", A DISTANCE OF 95.15 FEET TO A POINT OF TANGENCY; THENCE N.80°00'00"W., A DISTANCE OF 81.31 FEET; THENCE N.10°00'00"E., A DISTANCE OF 135.00 FEET; THENCE S.80°00'00"E., A DISTANCE OF 10.00 FEET; THENCE N.10°00'00"E., A DISTANCE OF 50.00 FEET; THENCE N.80°00'00"W., A DISTANCE OF 37.70 FEET; THENCE N.10°00'00"E., A DISTANCE OF 135.00 FEET; THENCE S.80°00'00"E., A DISTANCE OF 109.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 840.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'00", A DISTANCE OF 293.22 FEET TO A POINT OF TANGENCY; THENCE N.80°00'00"E., A DISTANCE OF 67.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 960.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'25", A DISTANCE OF 201.74 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°28'53", A DISTANCE OF 62.47 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1840.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°22'19", A DISTANCE OF 76.17 FEET TO A POINT OF TANGENCY; THENCE N.00°11'13"E., A DISTANCE OF 62.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 865.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°28'53", A DISTANCE OF 88.65 FEET TO A POINT OF TANGENCY; THENCE N.89°48'47"W., A DISTANCE OF 66.62 FEET; THENCE N.00°11'13"E., A DISTANCE OF 135.00 FEET; THENCE S.89°48'47"E., A DISTANCE OF 7.50 FEET; THENCE N.00°11'13"E., A DISTANCE OF 50.00 FEET; THENCE N.89°48'47"W., A DISTANCE OF 20.38 FEET; THENCE N.00°11'13"E., A DISTANCE OF 150.00 FEET; THENCE S.89°48'47"E., A DISTANCE OF 674.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1200.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°52'17", A DISTANCE OF 122.97 FEET TO A POINT OF TANGENCY; THENCE S.83°56'30"E., A DISTANCE OF 207.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1080.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°07'00", A DISTANCE OF 211.48 FEET TO A POINT OF TANGENCY; THENCE N.83°56'30"E., A DISTANCE OF 153.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1700.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'43", A DISTANCE OF 185.30 FEET TO A POINT OF TANGENCY; THENCE S.89°48'47"E., A DISTANCE OF 636.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59", A DISTANCE OF 628.32 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING.
CONTAINING: 56.623 ACRES, MORE OR LESS.

LESS AND EXCEPT:

A PARCEL OF LAND BEING ALL OF WATER MANAGEMENT TRACT #4 AS SHOWN ON THE PLAT OF MEADOWS OF WESTLAKE - PHASE I PER PLAT BOOK 127, PAGES 140 THROUGH 153, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THENCE S.89°48'53"E. ALONG THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 454.61 FEET; THENCE S.00°11'07"W., A DISTANCE OF 1049.99 FEET TO A POINT ON THE BOUNDARY OF TRACT "R", AS SHOWN ON MEADOWS OF WESTLAKE - PHASE I PER PLAT BOOK 127, PAGES 140 THROUGH 153, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.00°11'12"W., A DISTANCE OF 66.88 FEET; THENCE N.89°48'48"W., A DISTANCE OF 320.00 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY WITH A RADIUS OF 340.00 FEET AND THE POINT OF BEGINNING WATER MANAGEMENT #4; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°01'45", A DISTANCE OF 53.58 FEET TO A POINT OF TANGENCY; THENCE S.09°12'57"W., A DISTANCE OF 141.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 1622.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°23'50", A DISTANCE OF 492.50 FEET TO A POINT OF TANGENCY; THENCE S.08°10'52"E., A DISTANCE OF 168.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 440.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'04", A DISTANCE OF 64.26 TO A POINT OF TANGENCY; THENCE S.00°11'12"W., A DISTANCE OF 64.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°16'13", A DISTANCE OF 120.46 FEET TO A POINT OF TANGENCY; THENCE S.86°27'25"W., A DISTANCE OF 55.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 62.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1660.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°27'25", A DISTANCE OF 245.02 FEET TO A POINT OF TANGENCY; THENCE N.12°00'00"W., A DISTANCE OF 239.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 840.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°00'00", A DISTANCE OF 249.23 FEET TO A POINT OF TANGENCY; THENCE N.05°00'00"E., A DISTANCE OF 149.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2160.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°48'47", A DISTANCE OF 181.45 FEET TO A POINT OF TANGENCY; THENCE N.00°11'13"E., A DISTANCE OF 62.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 62.83 FEET TO A POINT OF TANGENCY; THENCE S.89°48'47"E., A DISTANCE OF 132.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 80.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59", A DISTANCE OF 125.66 FEET TO A POINT OF TANGENCY; THENCE S.00°11'12"W., A DISTANCE OF 51.88 FEET TO THE POINT OF BEGINNING WATER MANAGEMENT #4.
CONTAINING: 5.874 ACRES, MORE OR LESS.
TOTAL CONTAINING: 50.749 ACRES, MORE OR LESS.

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

ROAD RIGHT-OF-WAY

TRACT "A" SHOWN HEREON AS GOLDFINCH CIRCLE, HUMMINGBIRD LANE, JASMINE LANE AND SUNFLOWER COURT ARE HEREBY DEDICATED TO THE MEADOWS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE, AS A PRIVATE ROADWAY FOR INGRESS AND EGRESS, ACCESS, UTILITIES AND DRAINAGE PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, AN EASEMENT OVER AND UNDER SAID TRACT "A" AS SHOWN HEREON IS ALSO RESERVED IN FAVOR OF THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO, AND FOR THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER, REUSE WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES AND THE INSPECTION, REPAIR, REPLACEMENT, UPGRADE AND MAINTENANCE OF WATER, REUSE WATER, WASTEWATER, AND WATER MANAGEMENT FACILITIES, AN EASEMENT OVER AND UNDER SAID TRACT "A" AS SHOWN HEREON IS ALSO RESERVED IN FAVOR OF THE CITY OF WESTLAKE FOR SERVICE VEHICLES AND EMERGENCY VEHICLES. THE CITY OF WESTLAKE AND THE SEMINOLE IMPROVEMENT DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT AREA OR SAID TRACT "A" EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE SEMINOLE IMPROVEMENT DISTRICT, AND FOR MAINTENANCE AS IT RELATES TO THE CITY OF WESTLAKE'S SERVICE VEHICLES AND EMERGENCY VEHICLES.

OPEN SPACE TRACTS

TRACTS O.S.T. #18 THROUGH O.S.T. #29, INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO MEADOWS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE, FOR OPEN SPACE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

RECREATION TRACTS

TRACTS R.T. #1 THROUGH R.T. #3, INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE MEADOWS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE, FOR RECREATIONAL PURPOSES AND SHALL BE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, 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 RESERVED 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 RESTRICTION OF RIGHTS, COVENANTS AND DEDICATIONS AS MAY HEREAFTER BE IMPOSED BY GRANTOR; 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 PROVIDERS 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 FOREVER OVER, UNDER, IN, ON, UPON AND ACROSS THE UTILITY EASEMENTS DESCRIBED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITY FACILITIES (INCLUDING CABLES, CONDUITS, 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 FPL'S COMMUNICATIONS PURPOSES IN CONNECTION WITH ELECTRIC SERVICE AND THE RIGHT OF INGRESS AND EGRESS TO THE UTILITY EASEMENTS AT ALL TIMES

LAKE MAINTENANCE ACCESS EASEMENTS

THE LAKE MAINTENANCE ACCESS EASEMENTS (L.M.A.E.) AS SHOWN HEREON ARE HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA. ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO STORMWATER MANAGEMENT AND DRAINAGE FACILITIES LOCATED WITHIN THE ASSOCIATED WATER MANAGEMENT TRACTS FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

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 THEREIN 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 ENCOMPASSED BY THIS 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, MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS DAY OF 2019.

WITNESS: MINTO PBLH, LLC
A FLORIDA LIMITED LIABILITY COMPANY
PRINT NAME: JOHN F. CARTER, MANAGER
WITNESS:
PRINT NAME:

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN F. CARTER WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF 2019

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF FLORIDA
PRINT NAME:
COMMISSION NO.

ACCEPTANCE OF DEDICATION & RESERVATIONS

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 ITS MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS DEDICATION, DATED THIS DAY OF 2019.

WITNESS: SEMINOLE IMPROVEMENT DISTRICT
AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA
BY: SCOTT MASSEY, PRESIDENT
PRINT NAME:
COMMISSION NO.

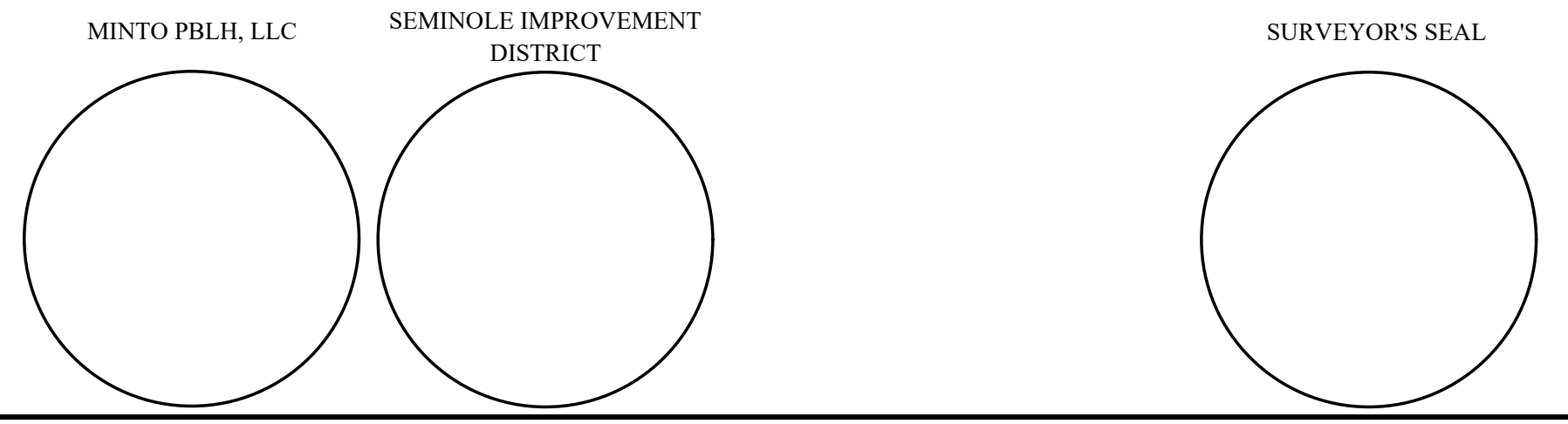
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED SCOTT MASSEY WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF SEMINOLE IMPROVEMENT DISTRICT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID DISTRICT, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE DISTRICT SEAL OF SAID DISTRICT AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR STATUTORY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID DISTRICT.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF 2019

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF FLORIDA
PRINT NAME:
COMMISSION NO.



ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

MEADOWS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS THE DEDICATIONS AND RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS DAY OF 2019.

WITNESS: MEADOWS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT
BY: JOHN CARTER, PRESIDENT
PRINT NAME:
COMMISSION NO.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN F. CARTER WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF MEADOWS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATION AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF 2019.

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF FLORIDA
PRINT NAME:
COMMISSION NO.

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. 177.09(19), 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 CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CITY OF WESTLAKE, FLORIDA.

DATE: GARY A. RAGER, P.S.M.
LICENSE NO. LS4828
STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY
GARY A. RAGER, P.S.M.
LS4828 STATE OF FLORIDA.
GEOPOINT SURVEYING, INC.
4152 WEST BLUE HERON BOULEVARD, SUITE 105,
RIVIERA BEACH, FLORIDA 33404.
CERTIFICATE OF AUTHORIZATION NO. LB7768

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd. Phone: (561) 444-2720
Suite 105 www.geopointsurvey.com
Riviera Beach, FL 33404 Licensed Business Number LB 7768
Sheet No. 1 of 10 Sheets

# MEADOWS OF WESTLAKE - PHASE II

A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE, MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

### MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA  
COUNTY OF DUVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE. UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 28283 AT PAGE[S] 1060 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON. IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS SENIOR VICE PRESIDENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

WELLS FARGO BANK, N.A., SUCCESSOR-BY-MERGER  
TO WACHOVIA BANK, NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SUSAN BEAUGRAND  
SENIOR VICE PRESIDENT

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED SUSAN BEAUGRAND, WHO IS PERSONALLY KNOWN, TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS SENIOR VICE PRESIDENT OF WELLS FARGO BANK, N.A., A NATIONAL BANKING ASSOCIATION, AND ACKNOWLEDGED TO AND BEFORE ME THAT SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID BANKING ASSOCIATION AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID BANKING ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, DUVAL COUNTY, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_



(SEAL)

NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

### 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 \_\_\_\_\_ 2019, IN ACCORDANCE WITH SEC. 177.071(2), F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH SEC. 177.081(1), F.S.

ATTEST: \_\_\_\_\_  
CITY MANAGER, KEN CASSEL

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 MINTO PBLH, LLC; 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

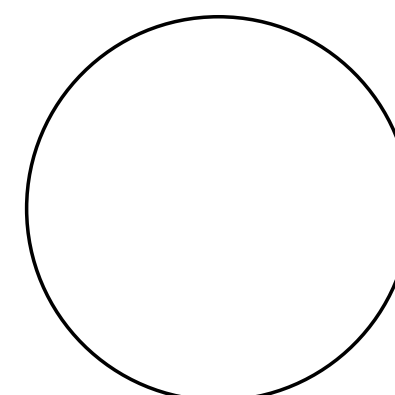
### AREA TABULATION (IN ACRES)

SINGLE FAMILY LOTS (213 LOTS):	39.966	OPEN SPACE TRACT #22:	0.062
ROADWAY TRACT (TRACT "A"):	9.005	OPEN SPACE TRACT #23:	0.066
RECREATION TRACT #1:	0.253	OPEN SPACE TRACT #24:	0.069
RECREATION TRACT #2:	0.269	OPEN SPACE TRACT #25:	0.069
RECREATION TRACT #3:	0.172	OPEN SPACE TRACT #26:	0.069
OPEN SPACE TRACT #18:	0.299	OPEN SPACE TRACT #27:	0.126
OPEN SPACE TRACT #19:	0.069	OPEN SPACE TRACT #28:	0.062
OPEN SPACE TRACT #20:	0.069	OPEN SPACE TRACT #29:	0.062
OPEN SPACE TRACT #21:	0.062		
TOTAL ACRES, MORE OR LESS:			50.749

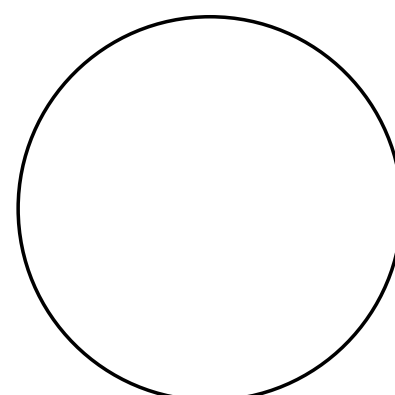
### SURVEYORS NOTES

- PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: "■" A 1 1/2" BRASS DISK STAMPED "PRM LB7768" SET IN A 4"x4"x24" CONCRETE MONUMENT. PERMANENT CONTROL POINTS ARE SHOWN AS THUS: "⊙" A MAGNETIC NAIL AND DISK STAMPED "PCP LB7768". (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.89°48'53"E. 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 WHERE 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 DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF 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

MORTGAGEE'S JOINDER  
AND CONSENT



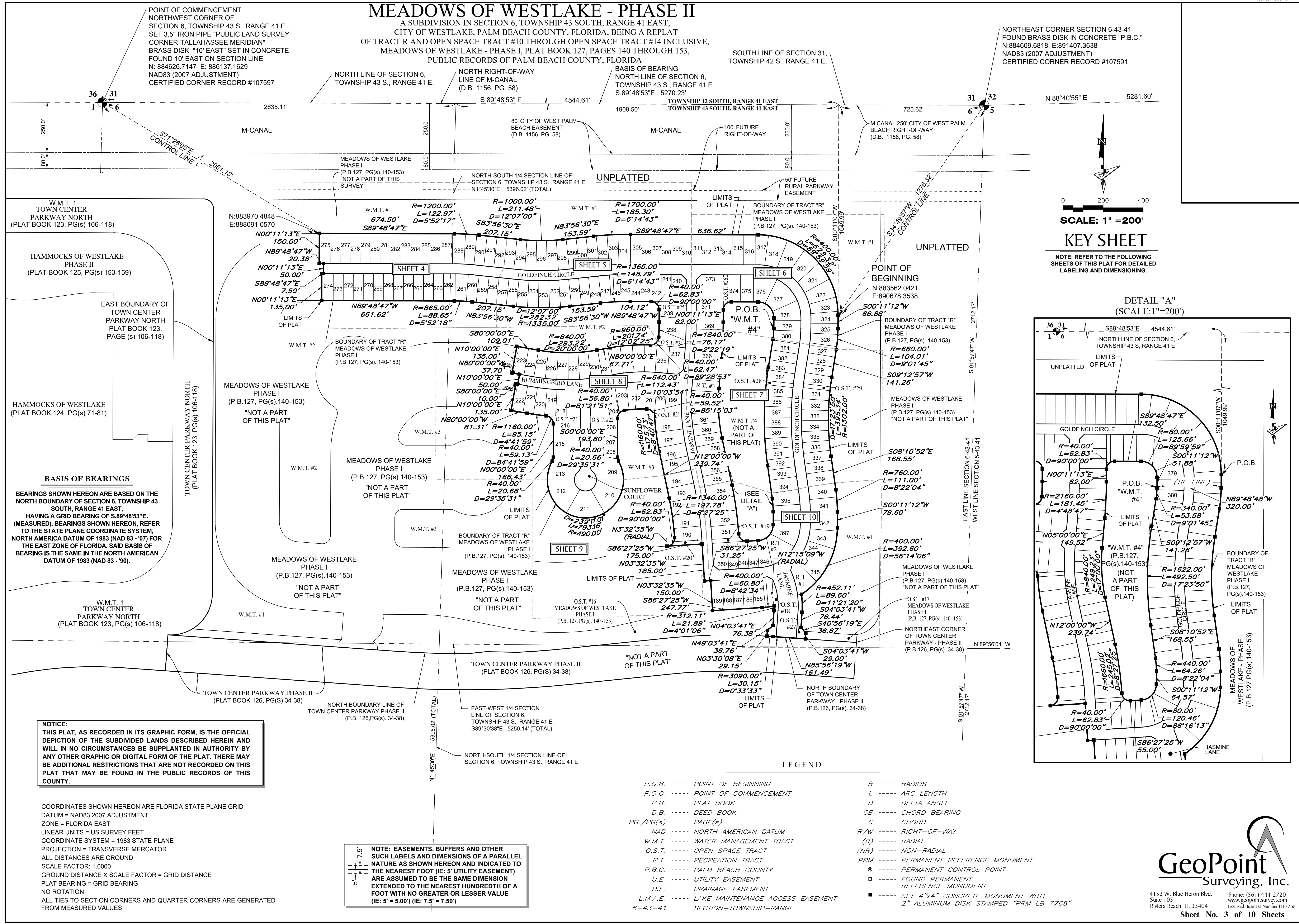
CITY OF  
WESTLAKE



4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
Suite 105 www.geopointsurvey.com  
Riviera Beach, FL 33404 Licensed Business Number LB 7768

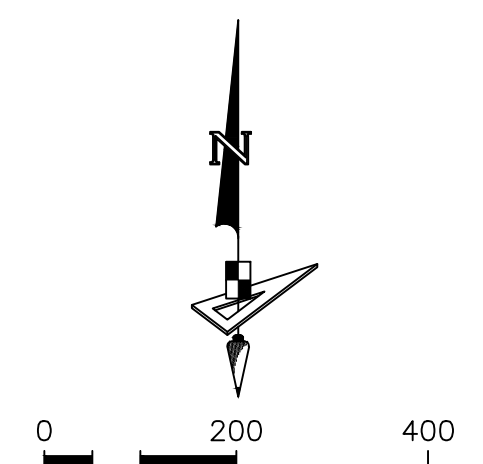
# MEADOWS OF WESTLAKE - PHASE II

A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE, MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



POINT OF COMMENCEMENT NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 S., RANGE 41 E. SET 3.5" IRON PIPE "PUBLIC LAND SURVEY CORNER-TALLAHASSEE MERIDIAN" BRASS DISK "10" EAST" SET IN CONCRETE FOUND 10' EAST ON SECTION LINE N: 884626.7147 E: 886137.1629 NAD83 (2007 ADJUSTMENT) CERTIFIED CORNER RECORD #107597

NORTHEAST CORNER SECTION 6-43-41 FOUND BRASS DISK IN CONCRETE "P.B.C." N:884609.6818, E:891407.3638 NAD83 (2007 ADJUSTMENT) CERTIFIED CORNER RECORD #107591

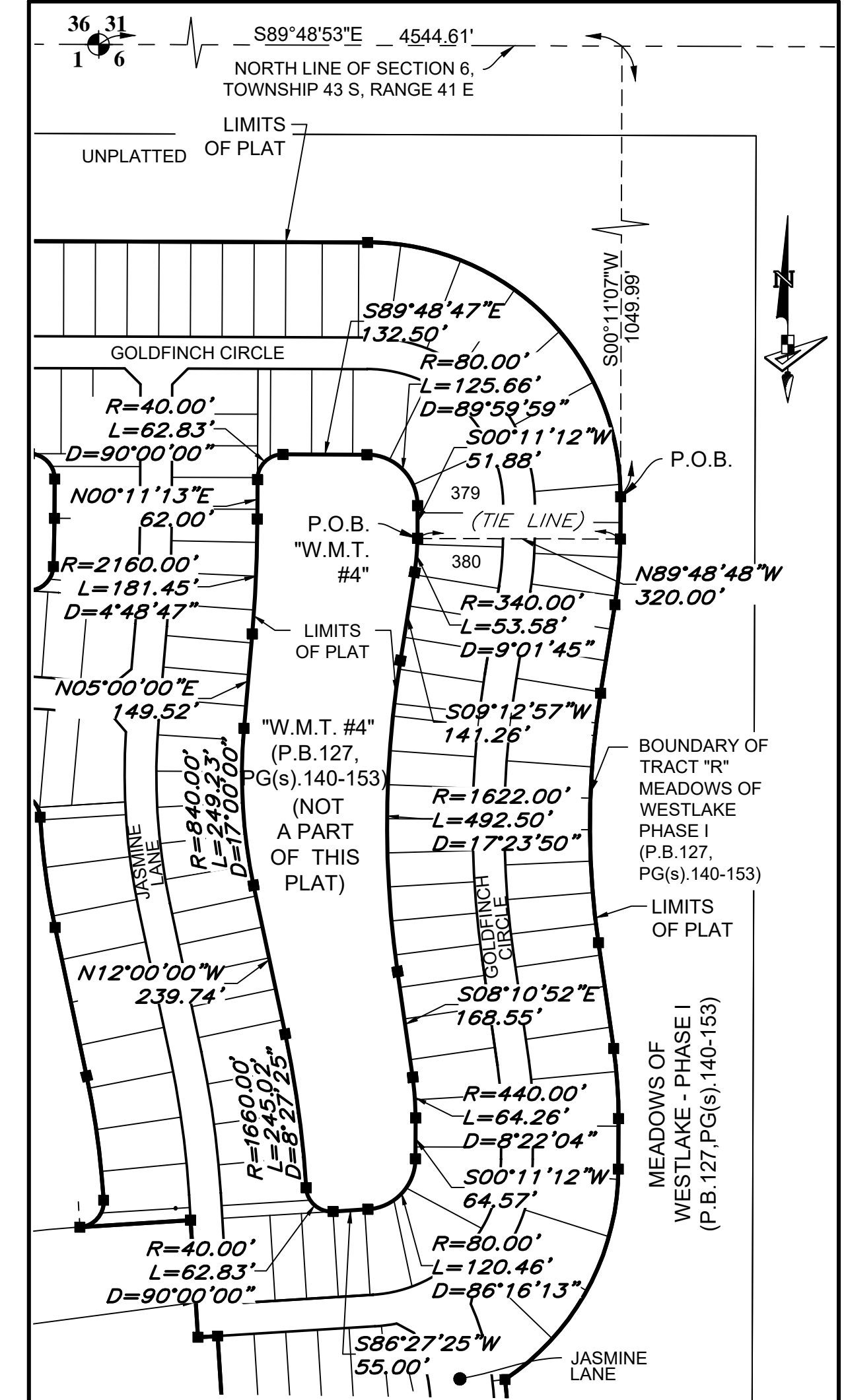


SCALE: 1" = 200'

## KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELING AND DIMENSIONING.

## DETAIL "A" (SCALE: 1"=200')



**BASIS OF BEARINGS**  
BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. (MEASURED). BEARINGS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA 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).

**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

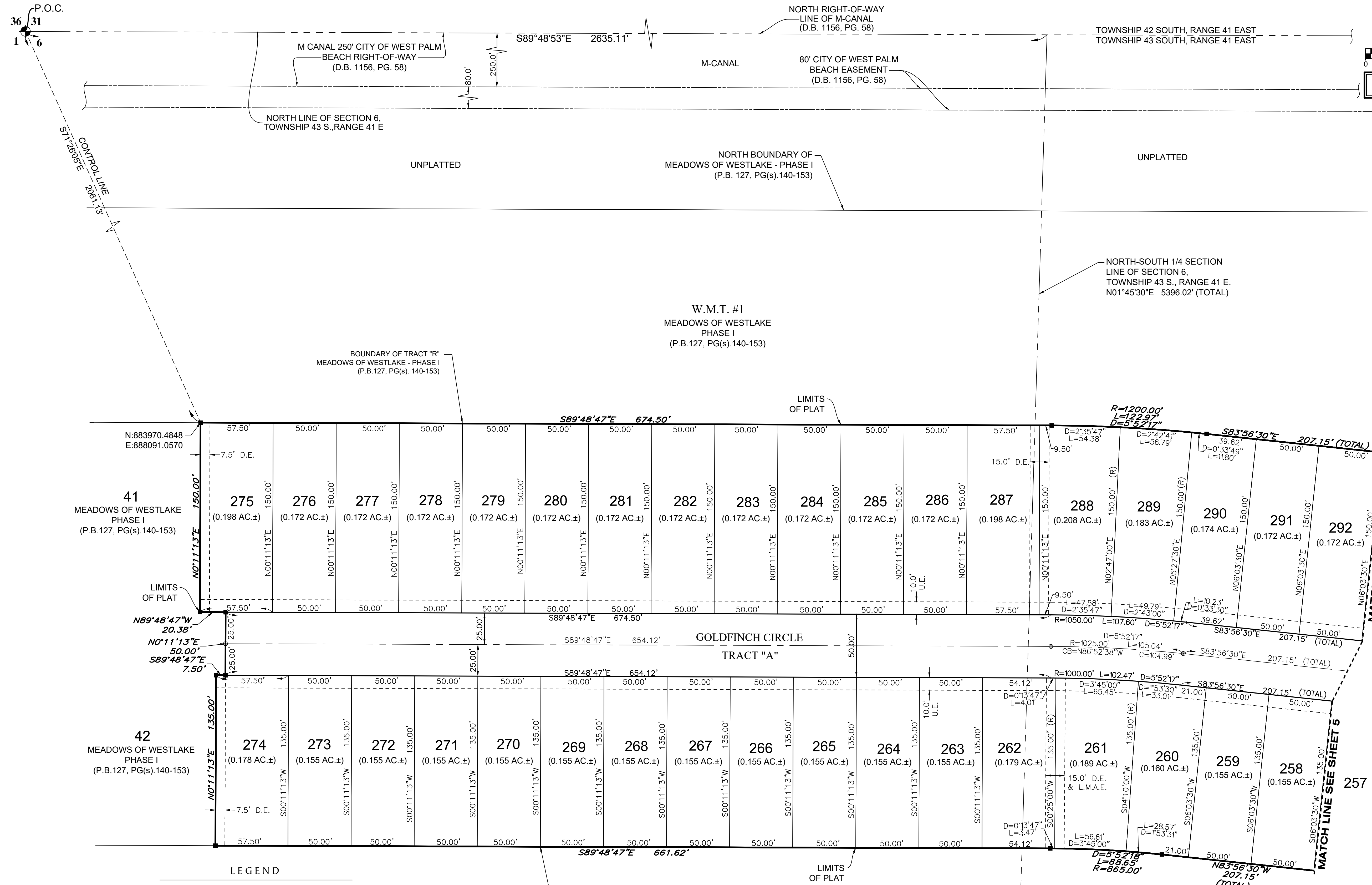
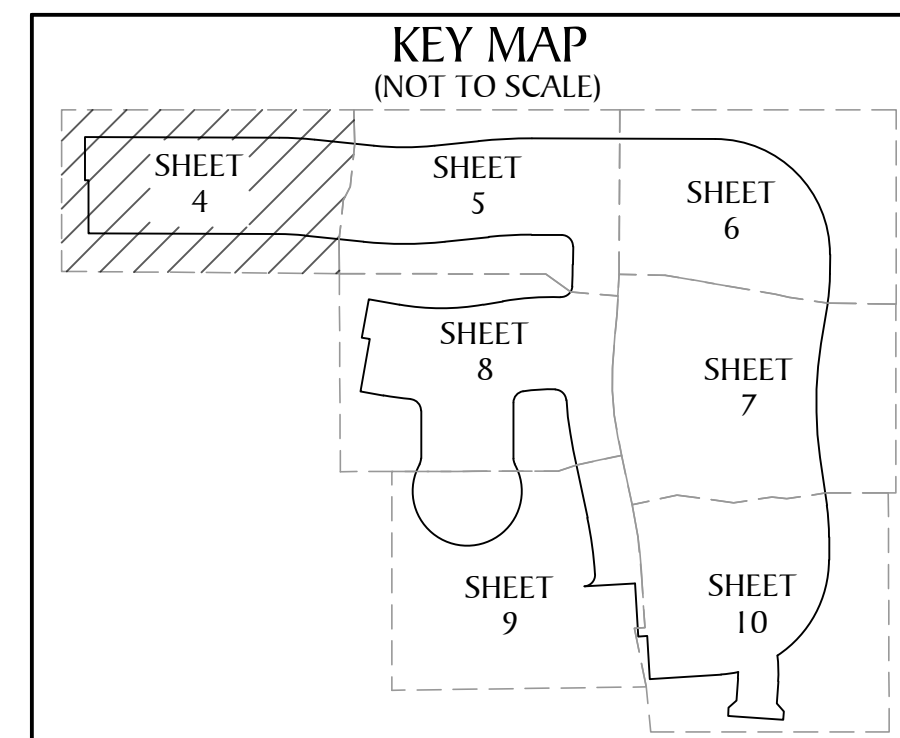
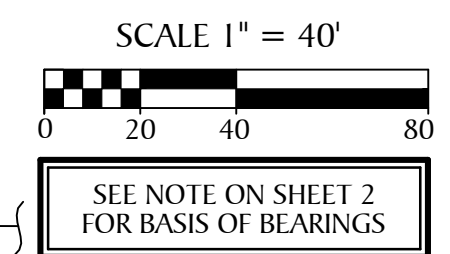
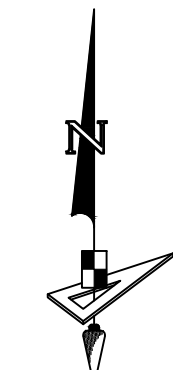
COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID DATUM = NAD83 2007 ADJUSTMENT ZONE = FLORIDA EAST LINEAR UNITS = US SURVEY FEET COORDINATE SYSTEM = 1983 STATE PLANE PROJECTION = TRANSVERSE MERCATOR ALL DISTANCES ARE GROUND SCALE FACTOR: 1.0000 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE PLAT BEARING = GRID BEARING NO ROTATION ALL TIES TO SECTION CORNERS AND QUARTER CORNERS ARE GENERATED FROM MEASURED VALUES

**NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00) (IE: 7.5' = 7.50)**

- P.O.B. --- POINT OF BEGINNING
- P.O.C. --- POINT OF COMMENCEMENT
- P.B. --- PLAT BOOK
- D.B. --- DEED BOOK
- PG./PG(S) --- PAGE(S)
- NAD --- NORTH AMERICAN DATUM
- W.M.T. --- WATER MANAGEMENT TRACT
- O.S.T. --- OPEN SPACE TRACT
- R.T. --- RECREATION TRACT
- P.B.C. --- PALM BEACH COUNTY
- U.E. --- UTILITY EASEMENT
- D.E. --- DRAINAGE EASEMENT
- L.M.A.E. --- LAKE MAINTENANCE ACCESS EASEMENT
- 6-43-41 --- SECTION-TOWNSHIP-RANGE
- R --- RADIUS
- L --- ARC LENGTH
- D --- DELTA ANGLE
- CB --- CHORD BEARING
- C --- CHORD
- R/W --- RIGHT-OF-WAY
- (R) --- RADIAL
- (NR) --- NON-RADIAL
- PRM --- PERMANENT REFERENCE MONUMENT
- --- PERMANENT CONTROL POINT
- --- FOUND PERMANENT REFERENCE MONUMENT
- --- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"

# MEADOWS OF WESTLAKE - PHASE II

A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE, MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



- LEGEND**
- |   |   |
|---|---|
| P.O.B. ----- POINT OF BEGINNING                 | R ----- RADIUS  |
| P.O.C. ----- POINT OF COMMENCEMENT              | L ----- ARC LENGTH  |
| P.B. ----- PLAT BOOK                            | D ----- DELTA ANGLE   |
| D.B. ----- DEED BOOK                            | CB ----- CHORD BEARING  |
| PG./PG(s) ----- PAGE(S)                         | C ----- CHORD   |
| NAD ----- NORTH AMERICAN DATUM                  | R/W ----- RIGHT-OF-WAY  |
| W.M.T. ----- WATER MANAGEMENT TRACT             | (R) ----- RADIAL  |
| O.S.T. ----- OPEN SPACE TRACT                   | (NR) ----- NON-RADIAL   |
| R.T. ----- RECREATION TRACT                     | PRM ----- PERMANENT REFERENCE MONUMENT  |
| P.B.C. ----- PALM BEACH COUNTY                  | ● ----- PERMANENT CONTROL POINT   |
| U.E. ----- UTILITY EASEMENT                     | □ ----- FOUND PERMANENT REFERENCE MONUMENT                                      |
| D.E. ----- DRAINAGE EASEMENT                    | ■ ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768" |
| L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT |   |
| 6-43-41 ----- SECTION-TOWNSHIP-RANGE            |   |

**GeoPoint**  
Surveying, Inc.

4152 W. Blue Heron Blvd.  
Suite 105  
Riviera Beach, FL 33404

Phone: (561) 444-2720  
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Licensed Business Number LB 7768

Sheet No. 4 of 10 Sheets

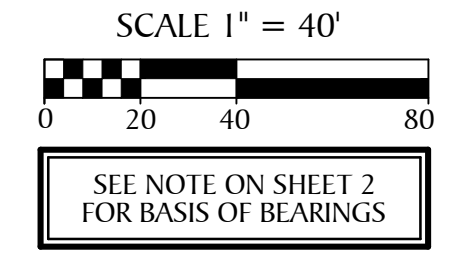
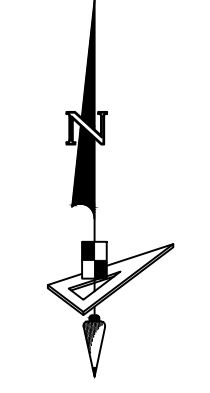
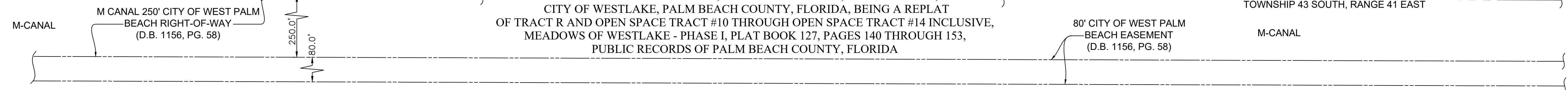
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NORTH LINE OF SECTION 6, TOWNSHIP 43 S., RANGE 41 E

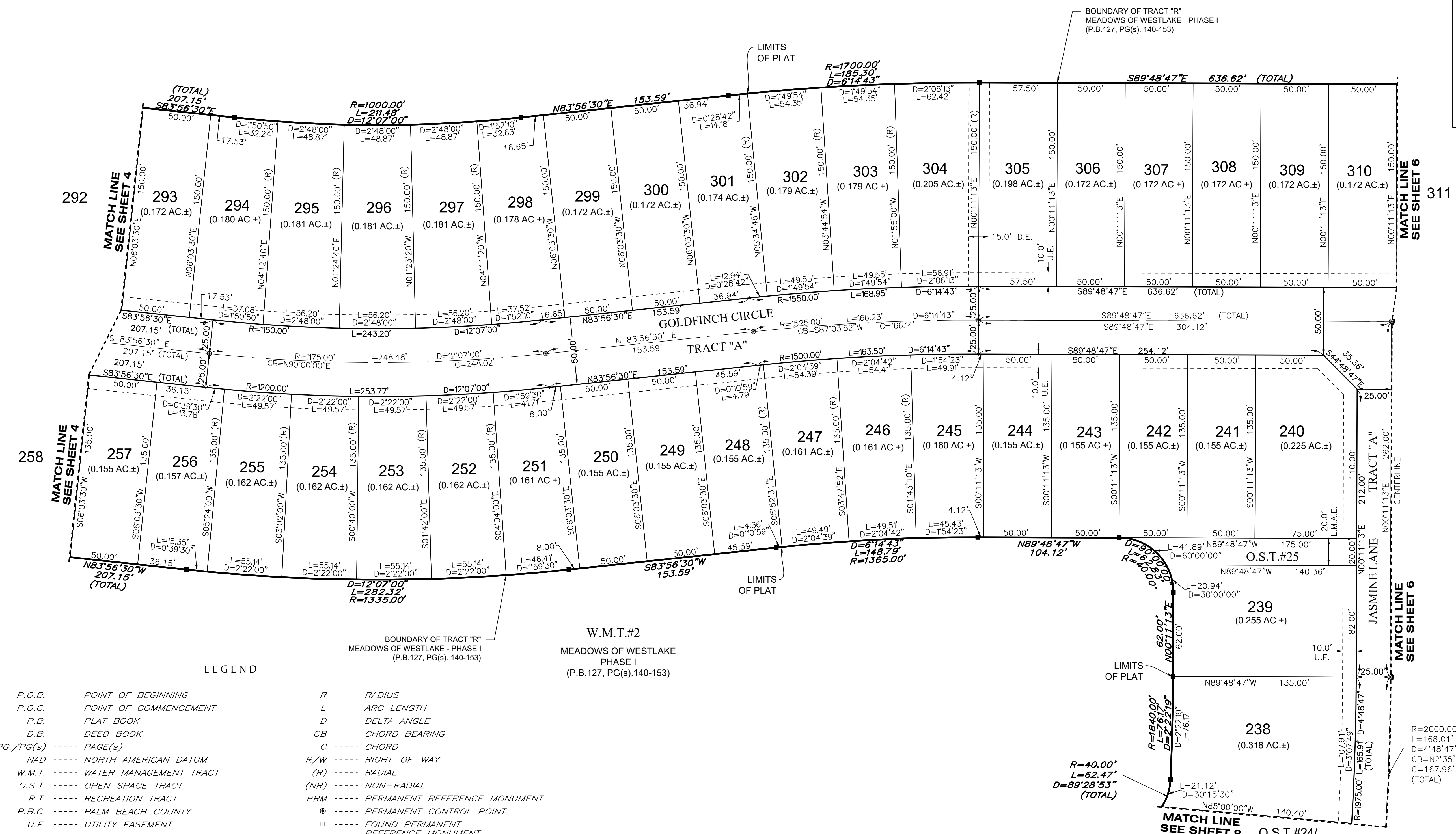
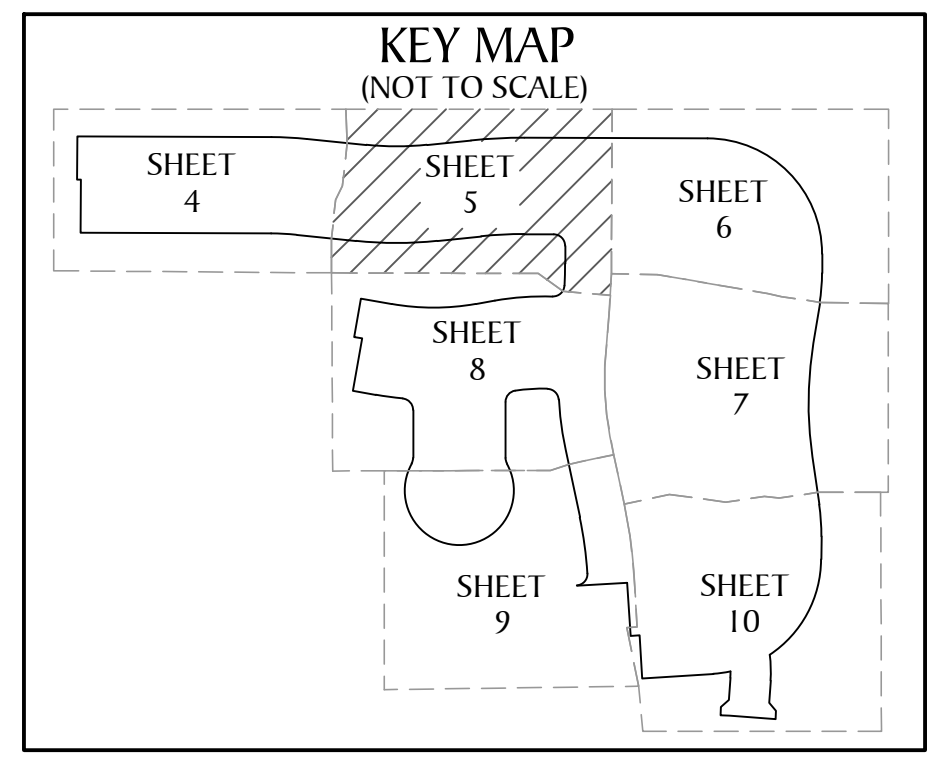
NORTH RIGHT-OF-WAY LINE OF M-CANAL (D.B. 1156, PG. 58)

TOWNSHIP 42 SOUTH, RANGE 41 EAST TOWNSHIP 43 SOUTH, RANGE 41 EAST



UNPLATTED MEADOWS OF WESTLAKE - PHASE I (P.B. 127, PG(s).140-153) UNPLATTED

W.M.T.#1 MEADOWS OF WESTLAKE PHASE I (P.B.127, PG(s).140-153)



**LEGEND**

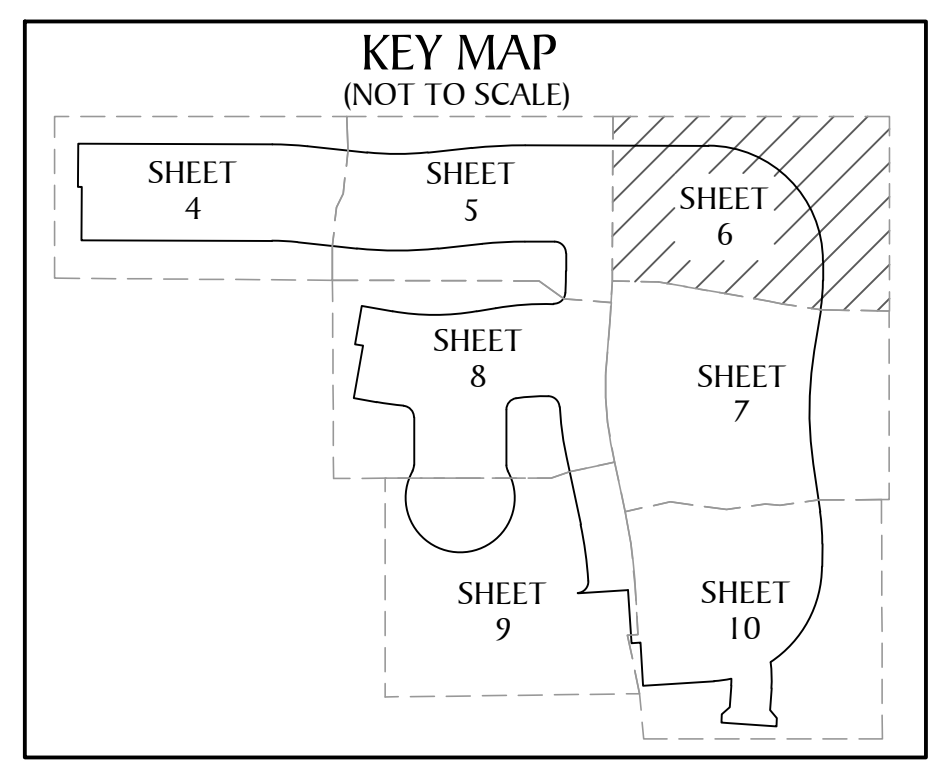
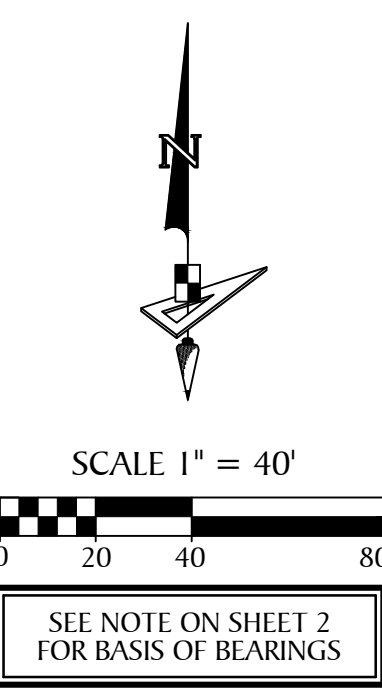
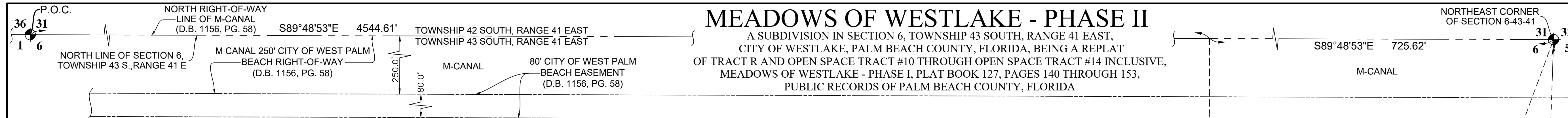
P.O.B. ----- POINT OF BEGINNING	R ----- RADIUS
P.O.C. ----- POINT OF COMMENCEMENT	L ----- ARC LENGTH
P.B. ----- PLAT BOOK	D ----- DELTA ANGLE
D.B. ----- DEED BOOK	CB ----- CHORD BEARING
PG./PG(s) ----- PAGE(S)	C ----- CHORD
NAD ----- NORTH AMERICAN DATUM	R/W ----- RIGHT-OF-WAY
W.M.T. ----- WATER MANAGEMENT TRACT	(R) ----- RADIAL
O.S.T. ----- OPEN SPACE TRACT	(NR) ----- NON-RADIAL
R.T. ----- RECREATION TRACT	PRM ----- PERMANENT REFERENCE MONUMENT
P.B.C. ----- PALM BEACH COUNTY	● ----- PERMANENT CONTROL POINT
U.E. ----- UTILITY EASEMENT	□ ----- FOUND PERMANENT REFERENCE MONUMENT
D.E. ----- DRAINAGE EASEMENT	■ ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"
L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT	
6-43-41 ----- SECTION-TOWNSHIP-RANGE	



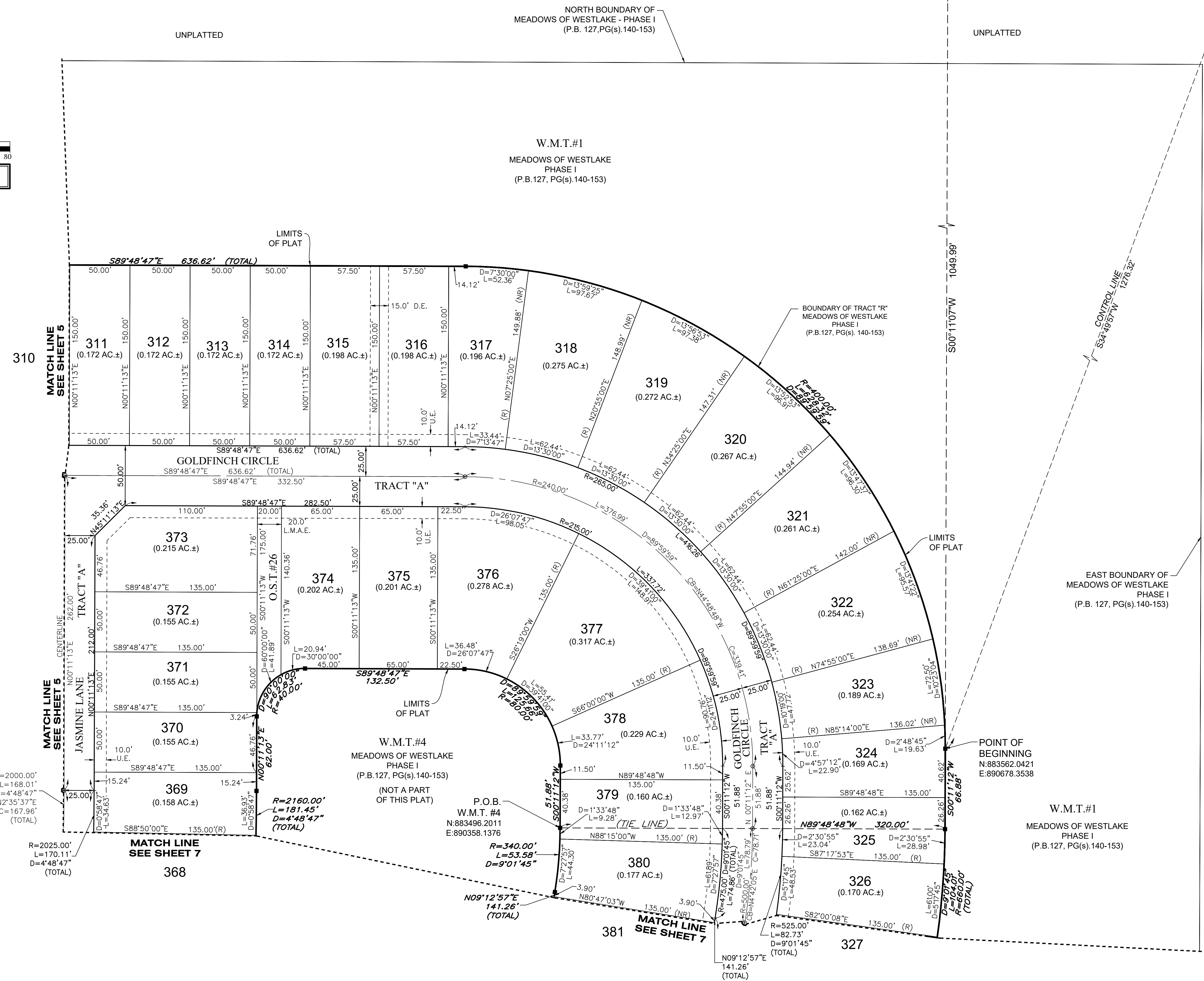
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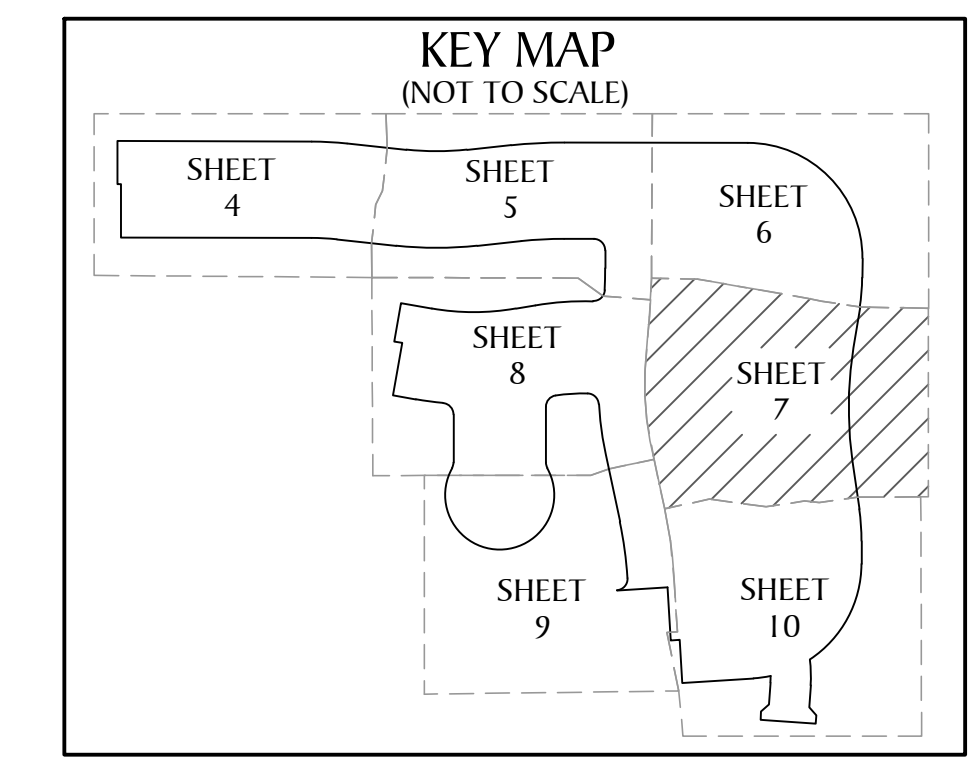
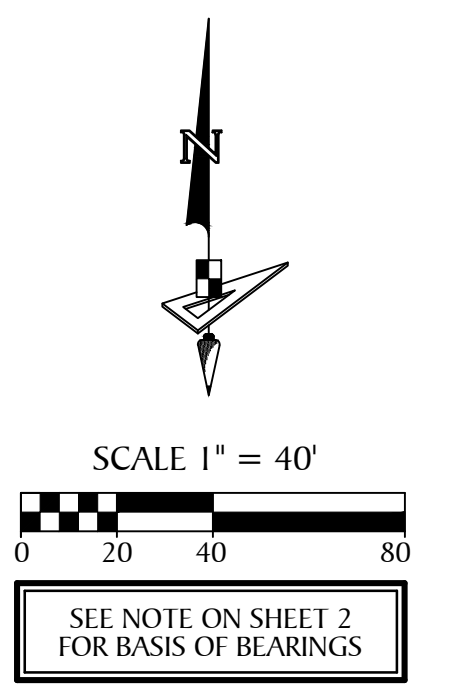
- LEGEND**
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  - ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"





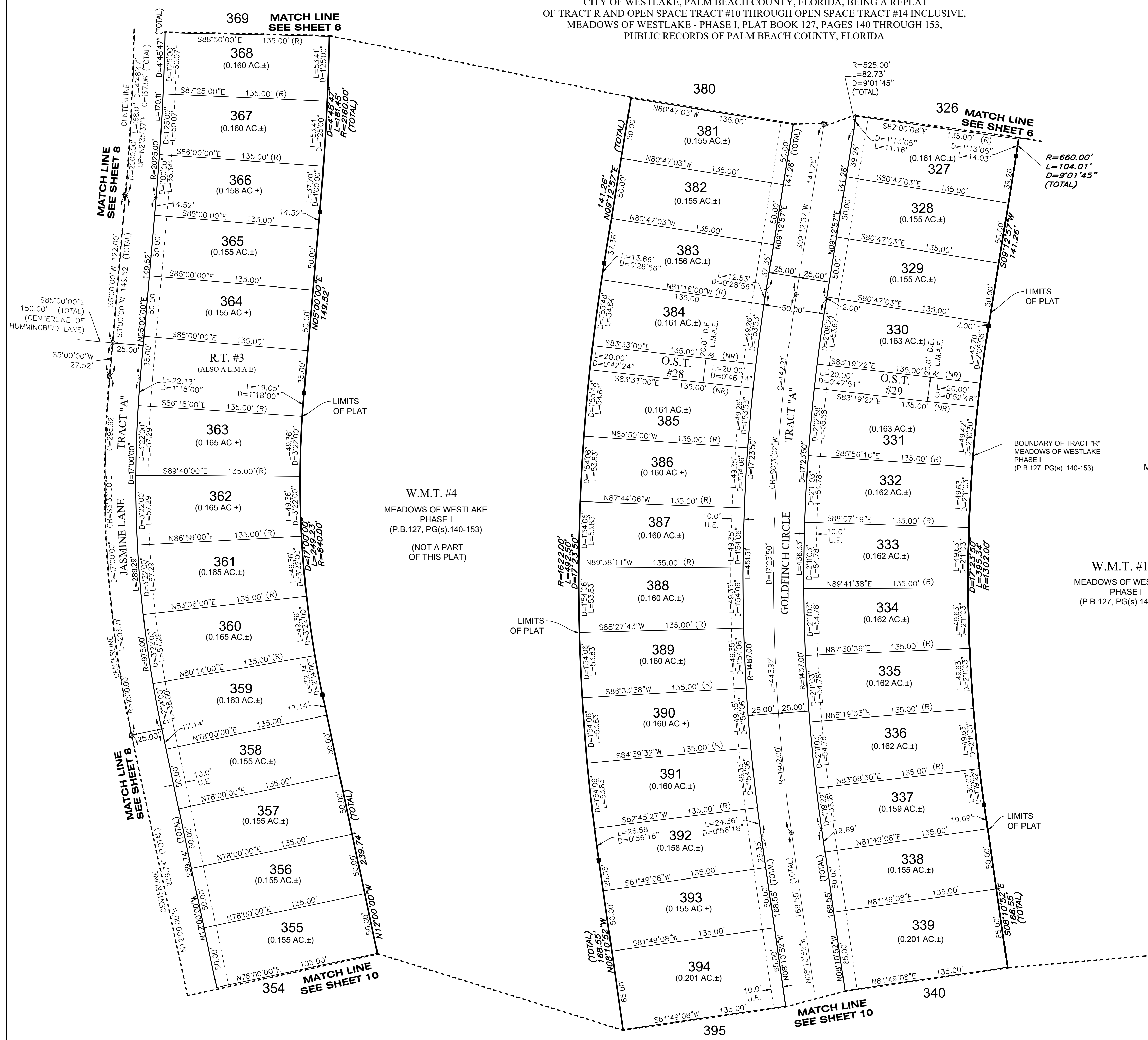
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**LEGEND**

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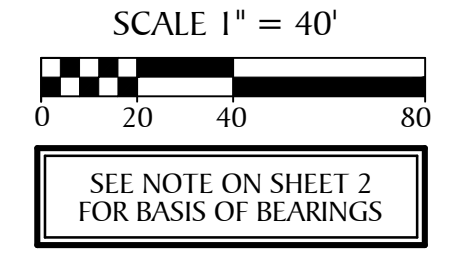
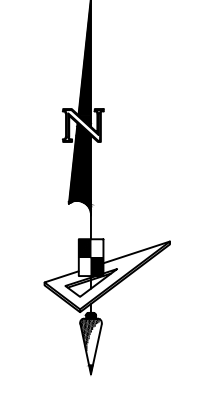
W.M.T. #4  
MEADOWS OF WESTLAKE  
PHASE I  
(P.B. 127, PG(s). 140-153)  
  
(NOT A PART  
OF THIS PLAT)

W.M.T. #1  
MEADOWS OF WESTLAKE  
PHASE I  
(P.B. 127, PG(s). 140-153)

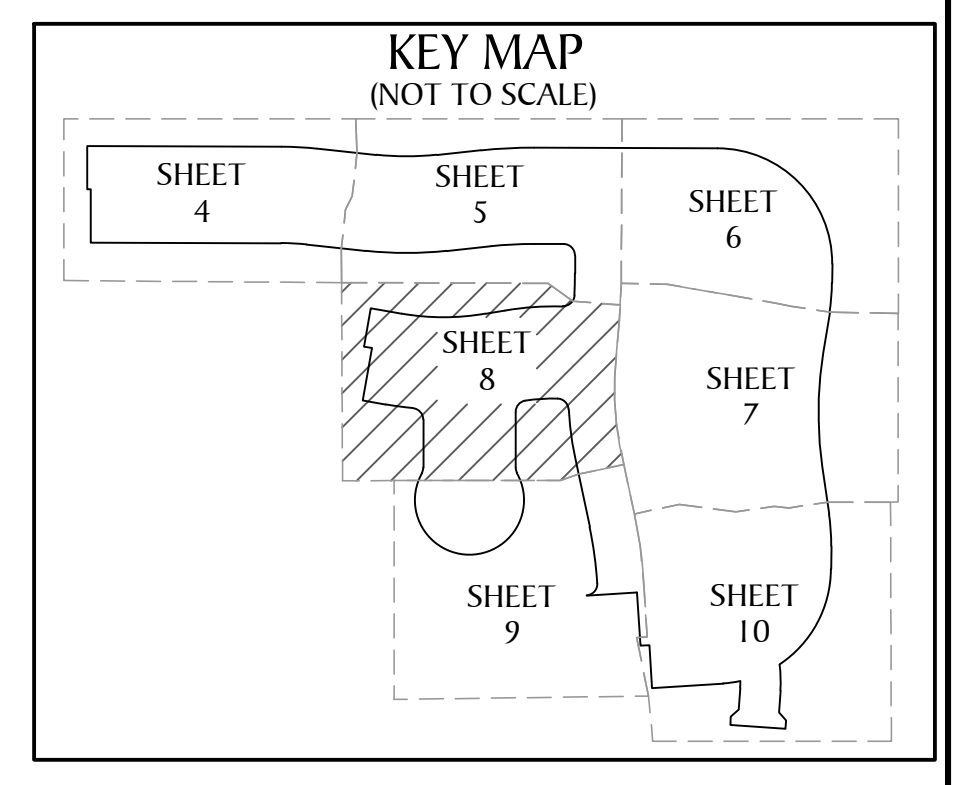
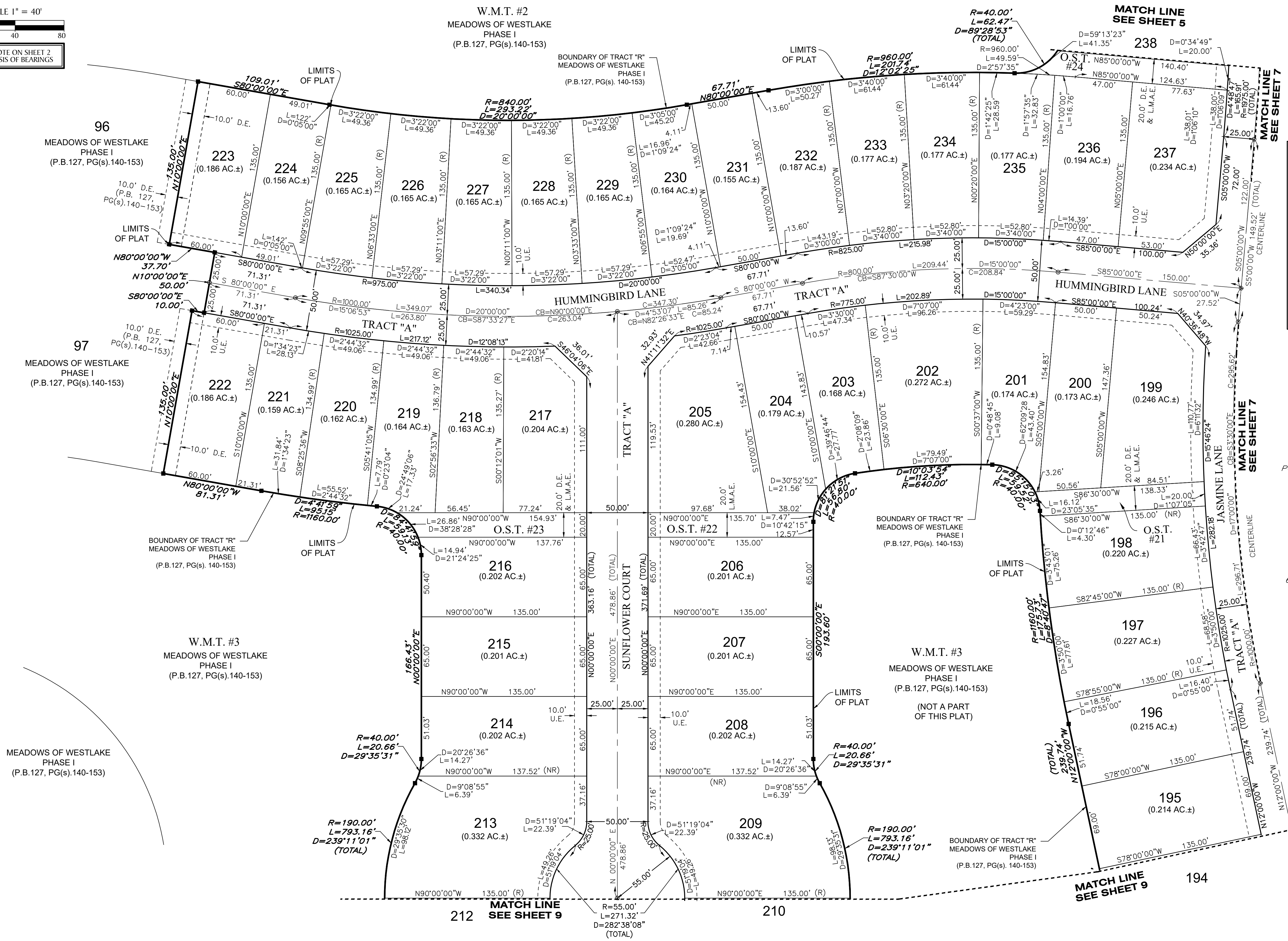


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MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



SEE NOTE ON SHEET 2  
FOR BASIS OF BEARINGS

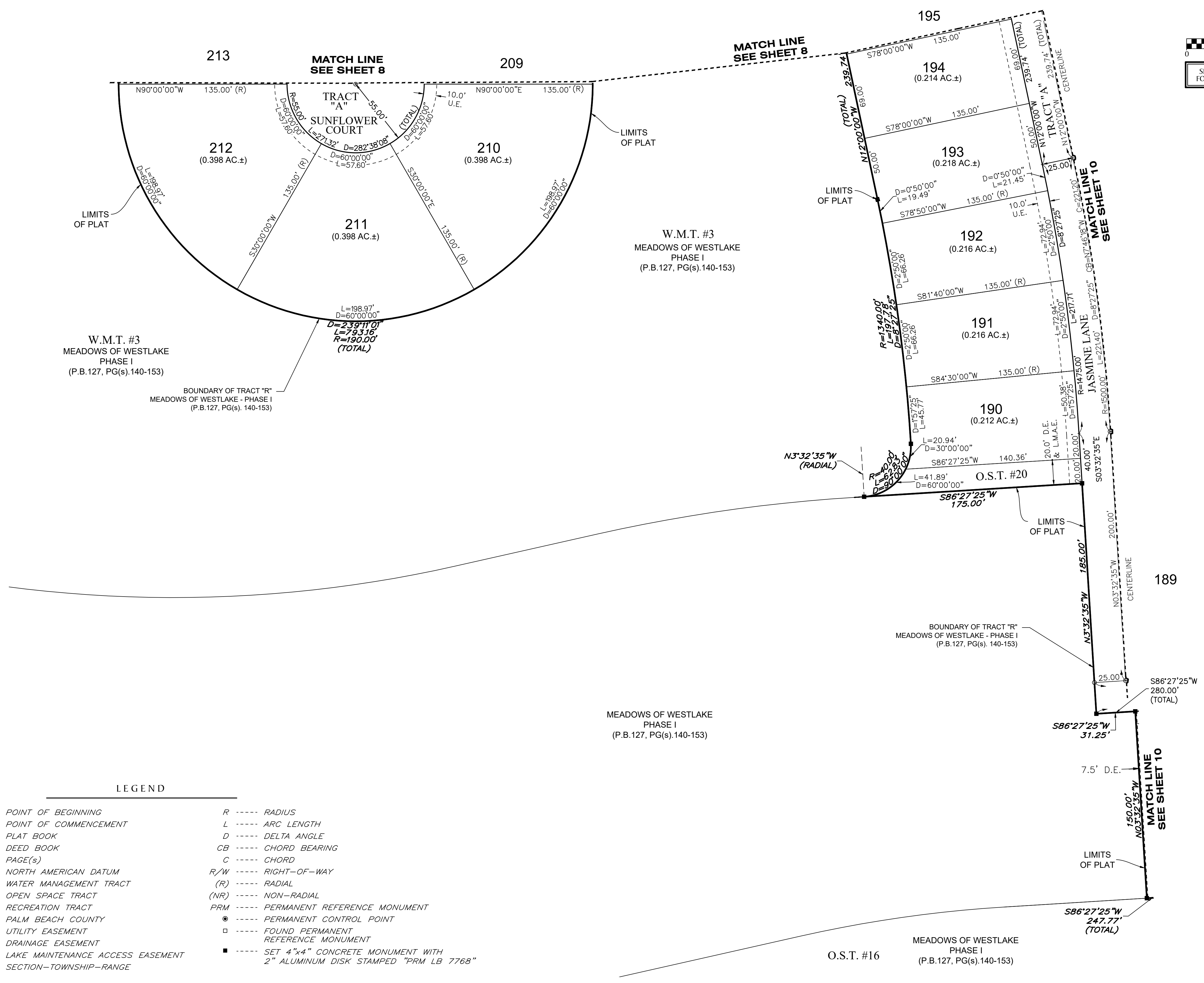
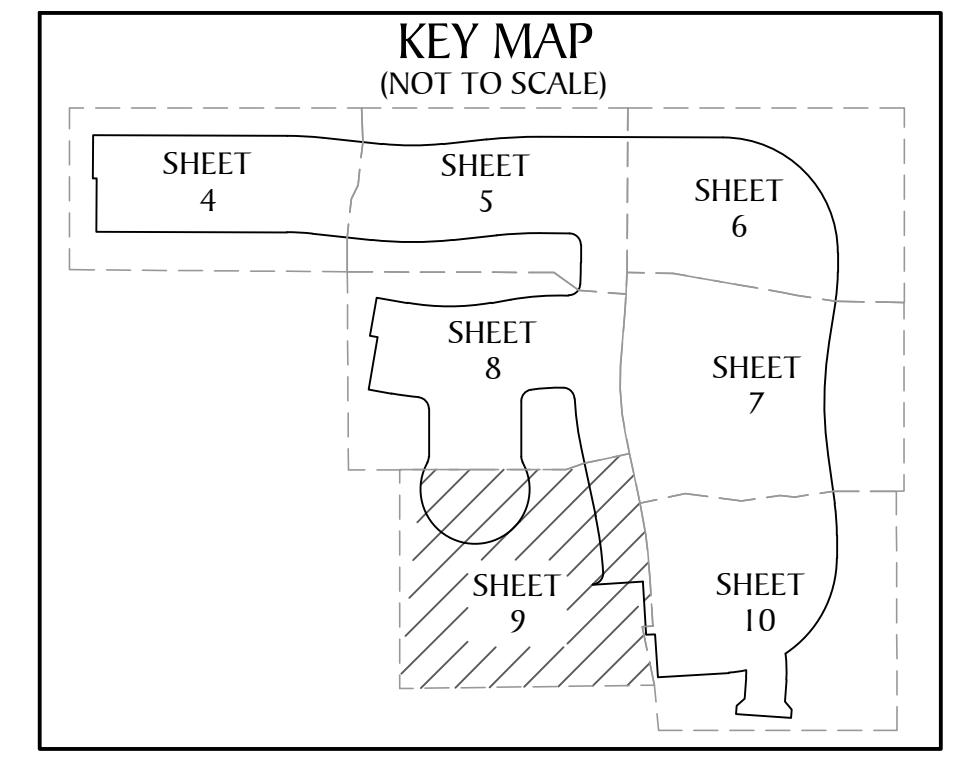
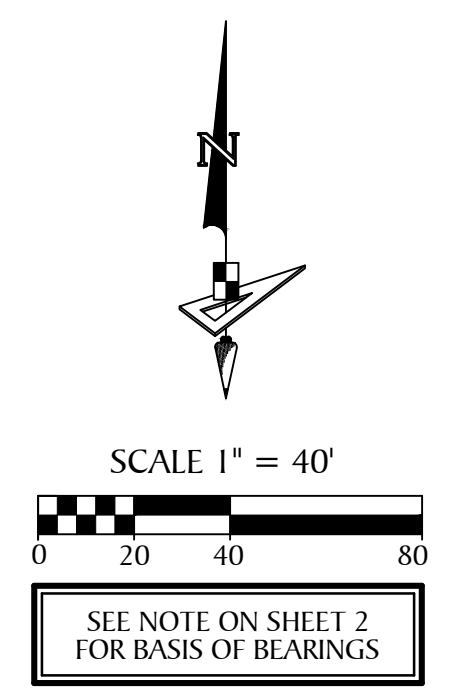


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  - L ----- ARC LENGTH
  - D ----- DELTA ANGLE
  - CB ----- CHORD BEARING
  - C ----- CHORD
  - R/W ----- RIGHT-OF-WAY
  - (R) ----- RADIAL
  - (NR) ----- NON-RADIAL
  - PRM ----- PERMANENT REFERENCE MONUMENT
  - ----- PERMANENT CONTROL POINT
  - ----- FOUND PERMANENT REFERENCE MONUMENT
  - ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"



# MEADOWS OF WESTLAKE - PHASE II

A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT  
OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE,  
MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



**LEGEND**

P.O.B. ----- POINT OF BEGINNING	R ----- RADIUS
P.O.C. ----- POINT OF COMMENCEMENT	L ----- ARC LENGTH
P.B. ----- PLAT BOOK	D ----- DELTA ANGLE
D.B. ----- DEED BOOK	CB ----- CHORD BEARING
PG./PG(s) ----- PAGE(s)	C ----- CHORD
NAD ----- NORTH AMERICAN DATUM	R/W ----- RIGHT-OF-WAY
W.M.T. ----- WATER MANAGEMENT TRACT	(R) ----- RADIAL
O.S.T. ----- OPEN SPACE TRACT	(NR) ----- NON-RADIAL
R.T. ----- RECREATION TRACT	PRM ----- PERMANENT REFERENCE MONUMENT
P.B.C. ----- PALM BEACH COUNTY	● ----- PERMANENT CONTROL POINT
U.E. ----- UTILITY EASEMENT	□ ----- FOUND PERMANENT REFERENCE MONUMENT
D.E. ----- DRAINAGE EASEMENT	■ ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"
L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT	
6-43-41 ----- SECTION-TOWNSHIP-RANGE	

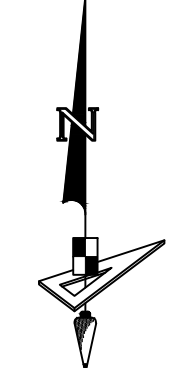
**GeoPoint**  
Surveying, Inc.

4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
Suite 105 www.geopointsurvey.com  
Riviera Beach, FL 33404 Licensed Business Number LB 7768

Sheet No. 9 of 10 Sheets

# MEADOWS OF WESTLAKE - PHASE II

A SUBDIVISION IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT  
OF TRACT R AND OPEN SPACE TRACT #10 THROUGH OPEN SPACE TRACT #14 INCLUSIVE,  
MEADOWS OF WESTLAKE - PHASE I, PLAT BOOK 127, PAGES 140 THROUGH 153,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

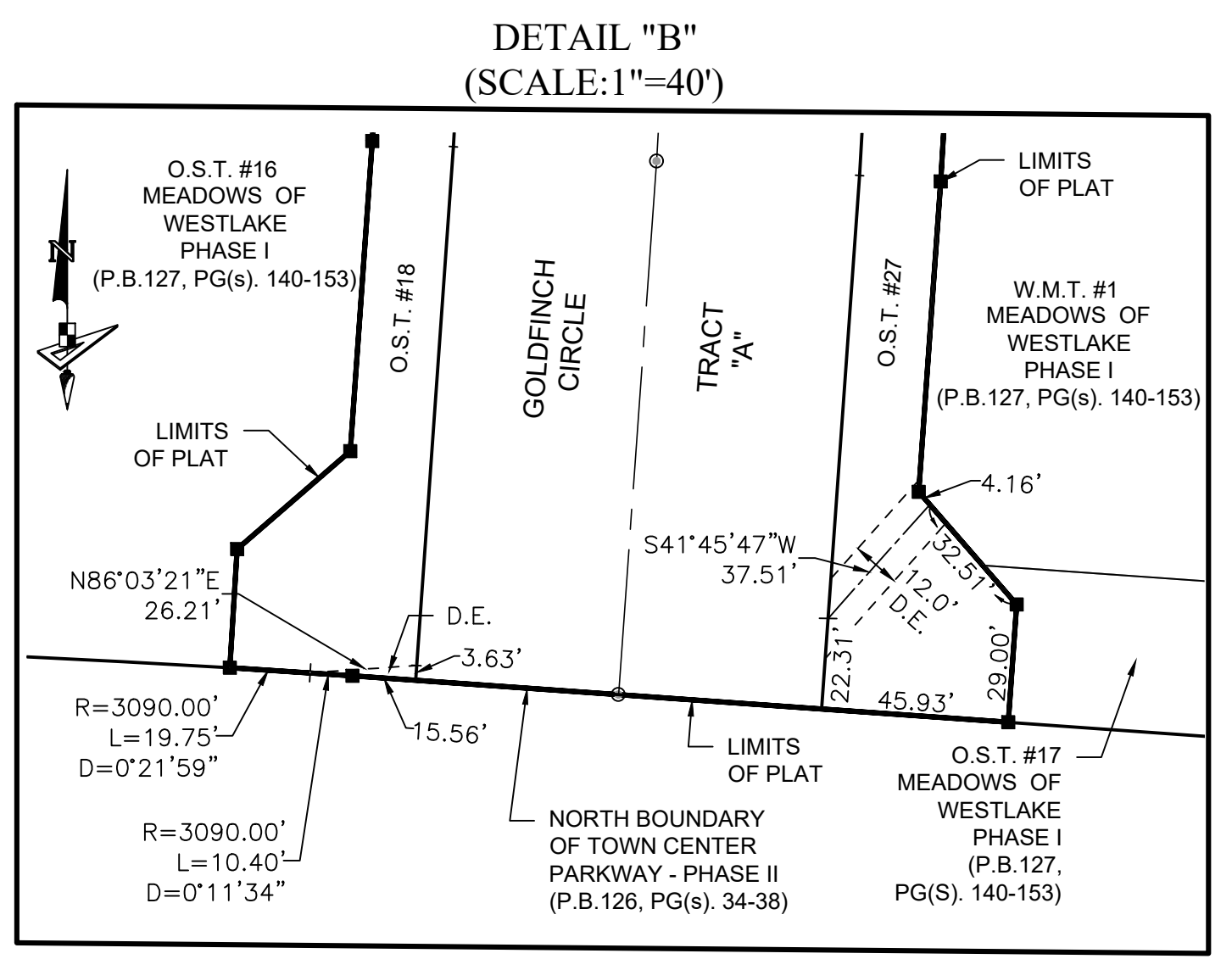
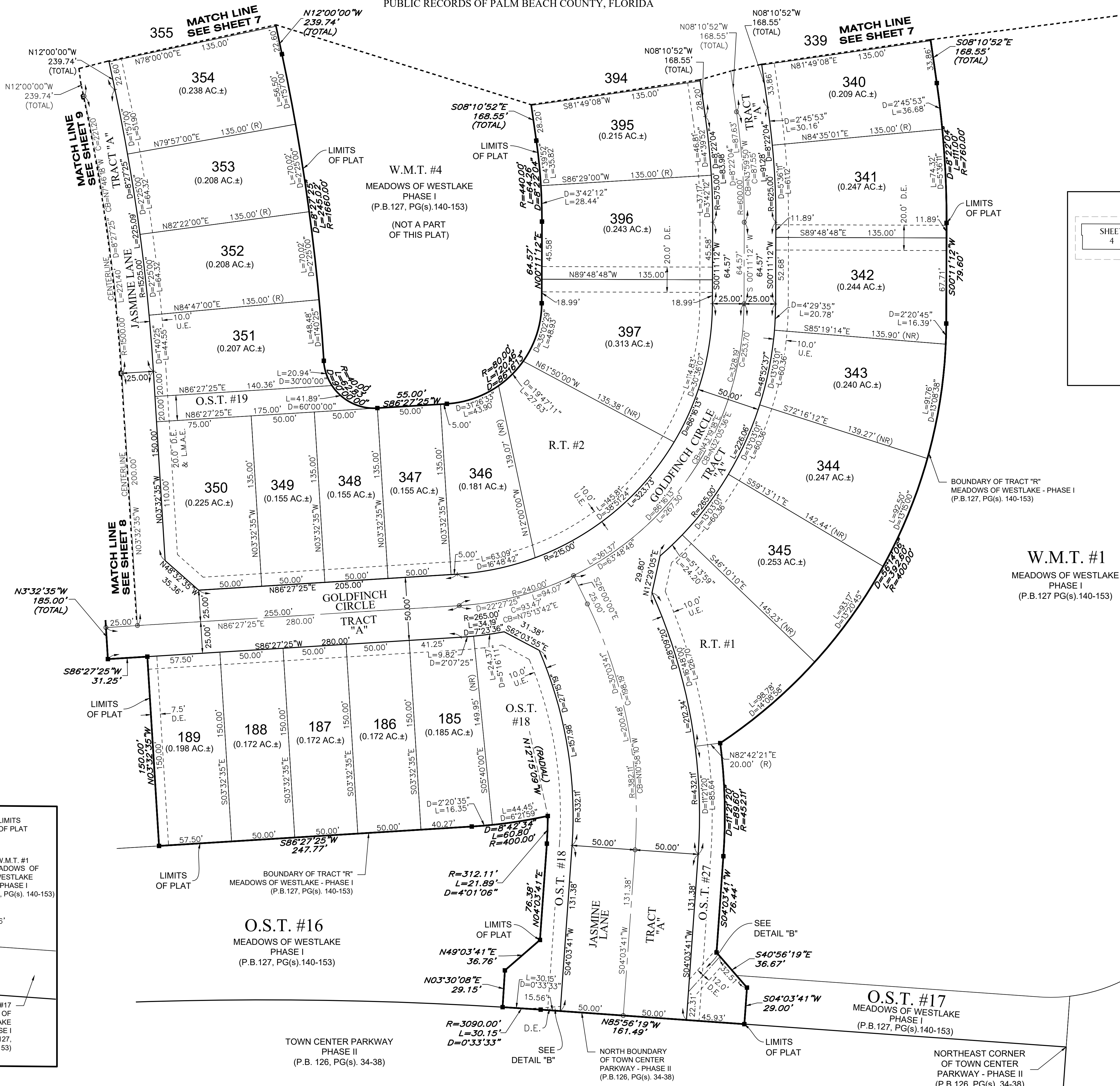
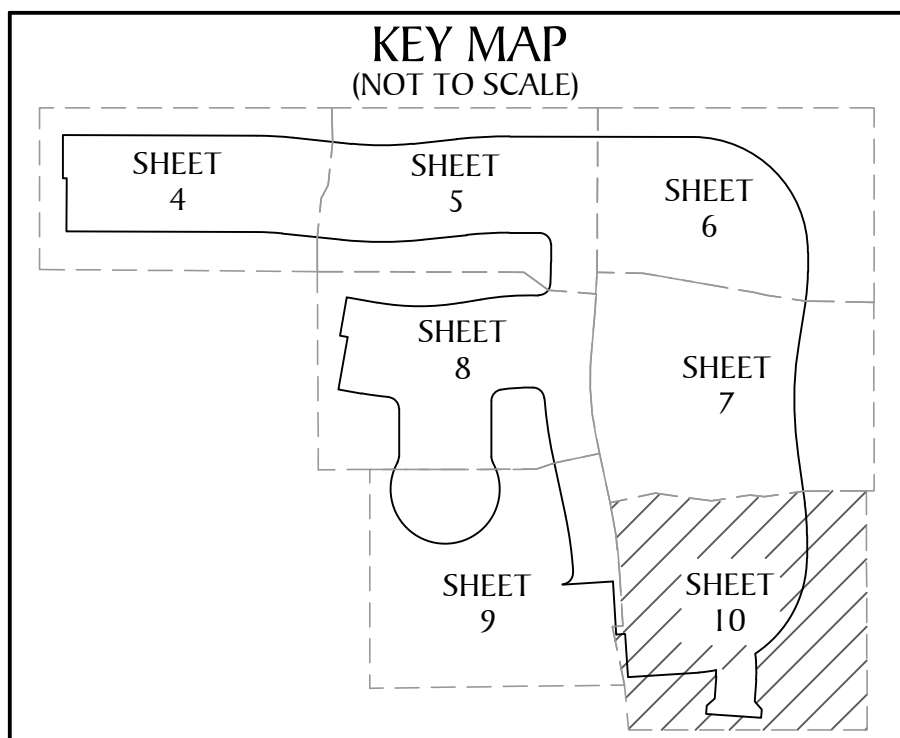


SCALE 1" = 40'  
0 20 40 80

SEE NOTE ON SHEET 2 FOR BASIS OF BEARINGS

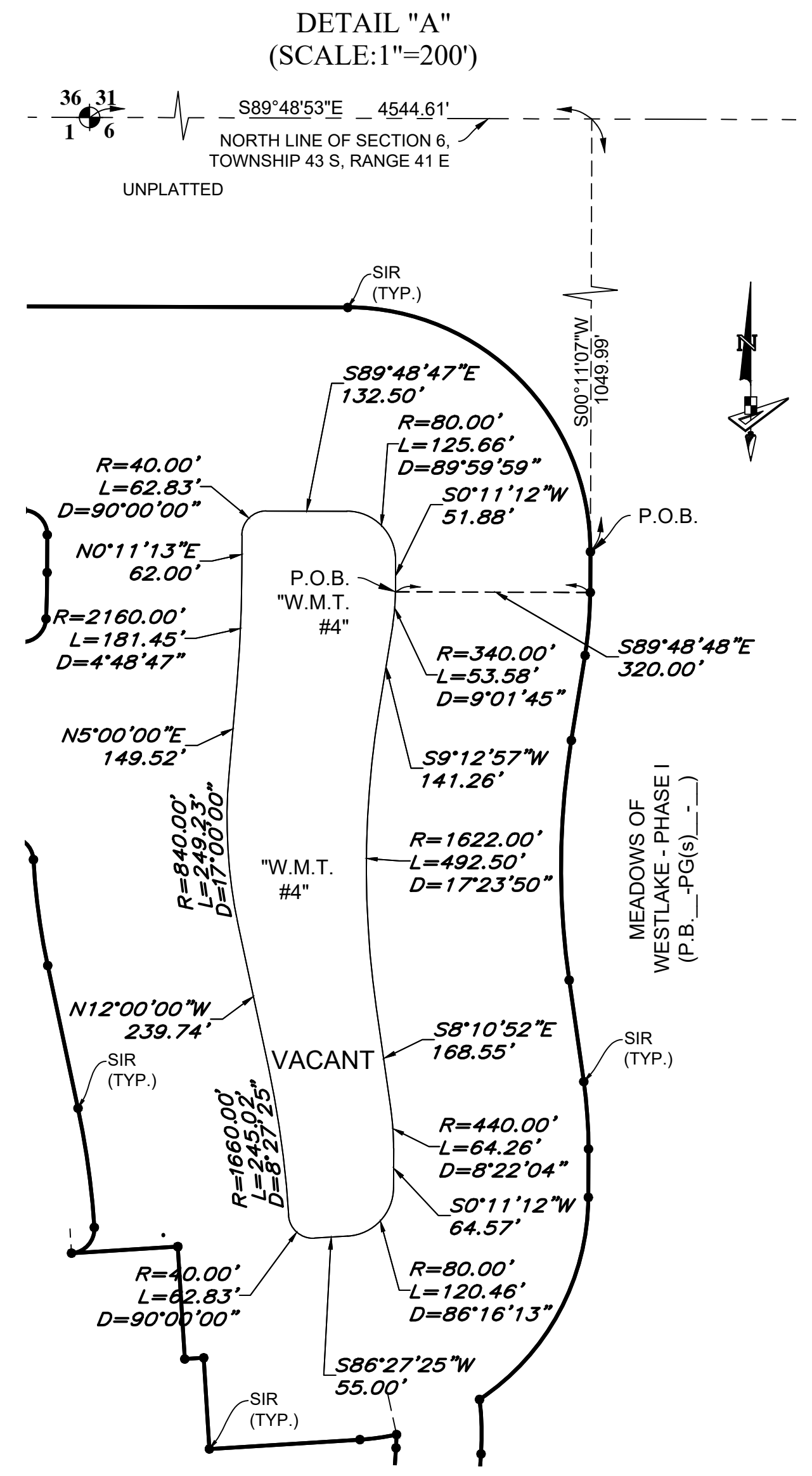
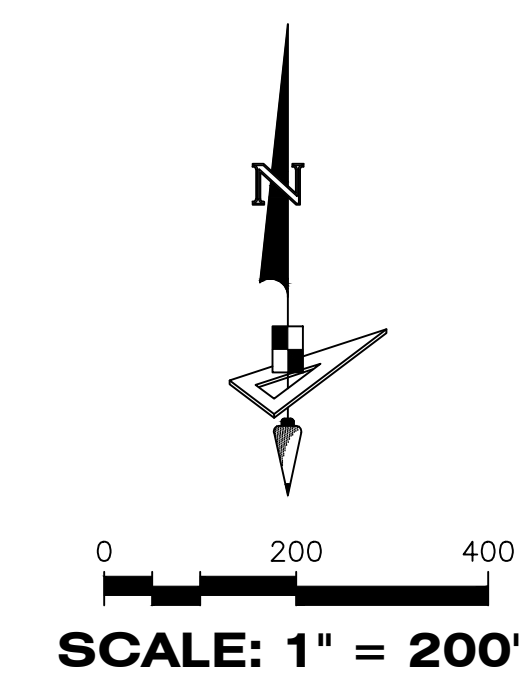
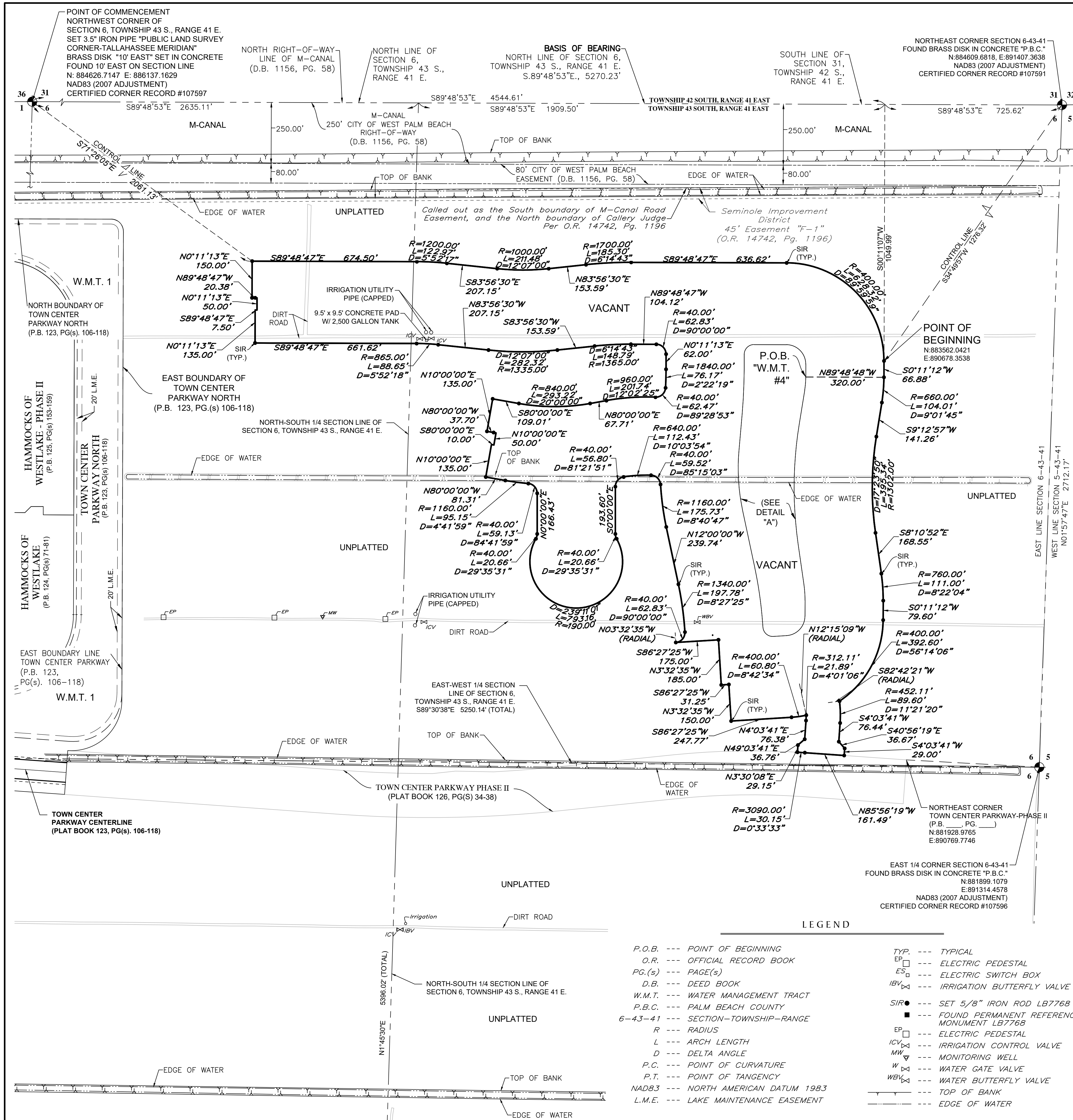
### LEGEND

- P.O.B. --- POINT OF BEGINNING
- P.O.C. --- POINT OF COMMENCEMENT
- P.B. --- PLAT BOOK
- D.B. --- DEED BOOK
- PG./PG(s) --- PAGE(S)
- NAD --- NORTH AMERICAN DATUM
- W.M.T. --- WATER MANAGEMENT TRACT
- O.S.T. --- OPEN SPACE TRACT
- R.T. --- RECREATION TRACT
- P.B.C. --- PALM BEACH COUNTY
- U.E. --- UTILITY EASEMENT
- D.E. --- DRAINAGE EASEMENT
- L.M.A.E. --- LAKE MAINTENANCE ACCESS EASEMENT
- 6-43-41 --- SECTION-TOWNSHIP-RANGE
- R --- RADIUS
- L --- ARC LENGTH
- D --- DELTA ANGLE
- CB --- CHORD BEARING
- C --- CHORD
- R/W --- RIGHT-OF-WAY
- (R) --- RADIAL
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- PRM --- PERMANENT REFERENCE MONUMENT
- --- PERMANENT CONTROL POINT
- --- FOUND PERMANENT REFERENCE MONUMENT
- --- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 776B"



4152 W. Blue Heron Blvd.  
Suite 105  
Riviera Beach, FL 33404  
Phone: (561) 444-2720  
www.geopointsurvey.com  
Licensed Business Number: LB 7768





**MEADOWS OF WESTLAKE PHASE II BOUNDARY SURVEY**

Prepared For: MINTO COMMUNITIES, LLC

Last Date of Field Survey: 12/11/17

**SURVEYOR'S CERTIFICATE**

This certifies that a survey of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**GeoPoint Surveying, Inc.**

4152 W. Blue Heron Blvd. Suite 105 Riviera Beach, FL 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business Number LB 7768

Gary A. Rager  
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828  
 Check: GAR P.C.: Field Book: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Drawn: SWM Date: 01/09/19 Data File: Westlake Pod R  
 Section: 6 Twn. 43 S, Rng. 41 E Job #: POD R-2, BS

REVISIONS

No.	Date	Description	Drawn

Sheet No. 2 of 2 Sheets

WESTLAKE PHASE II MEADOWS OF WESTLAKE PHASE II MEADOWS OF WESTLAKE PHASE II MEADOWS OF WESTLAKE PHASE II MEADOWS OF WESTLAKE PHASE II  
 PLOTTED BY: SERGIO JACOBO ON: 2/10/18 12:29 PM LAST SAVED BY: SERGIO ON: 2/10/18 12:29 PM

## **Eighth Order of Business**

August 12, 2019

## RESOLUTION 2019-20

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR THE KINGFISHER BOULEVARD PLAT, BEING DESCRIBED AS A PORTION LAND DESCRIBED BY METES AND BOUNDS AS A PARCEL OF LAND LYING IN SECTION 1, 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 the Kingfisher Boulevard, Final Plat, described by metes and bounds as a parcel of land lying in Section 1, Township 43 South, Range 40 East, in the City of Westlake, Palm Beach County, Florida, 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 "Kingfisher Boulevard", as described in the attached Exhibit "A", containing approximately 2.085 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 \_\_\_\_\_ day  
of August 12, 2019.

---

City of Westlake  
Roger Manning, Mayor

---

Sandra DeMarco, City Clerk

---

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

EXHIBIT 'A'  
Kingfisher Boulevard  
Legal Description

DESCRIPTION:

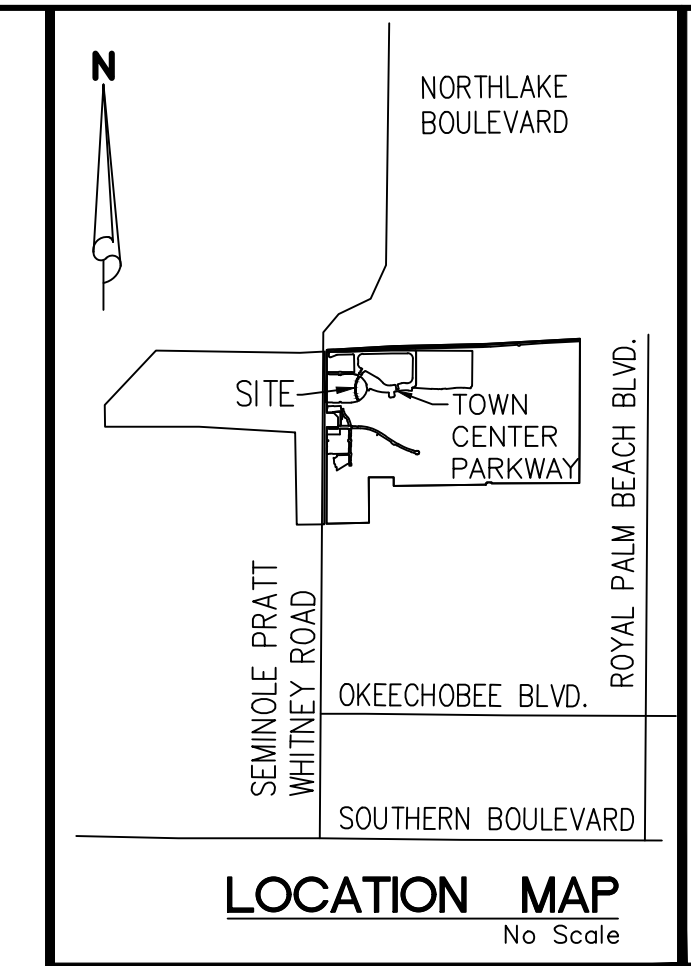
A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.01°33'05"W. ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL ROAD 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 PUBLIC RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT, A DISTANCE OF 1989.15 FEET; THENCE S.01°23'03"E., A DISTANCE OF 1701.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY, ACCORDING TO THE PLAT OF TOWN CENTER PARKWAY NORTH, AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S.59°12'32"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 75.09 FEET TO A POINT ON THE WEST BOUNDARY LINE OF "AMENITY CENTER" TRACT, WESTLAKE AMENITY PARCEL, AS RECORDED IN PLAT BOOK 124, PAGES 65 THROUGH 67, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST BOUNDARY LINE, FOR THE FOLLOWING SIX (6) COURSES: 1) S.75°15'27"W., A DISTANCE OF 17.96 FEET; 2) THENCE S.28°42'51"W., A DISTANCE OF 115.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1069.00 FEET; 3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'52", A DISTANCE OF 535.74 FEET TO A POINT OF TANGENCY; 4) THENCE S.00°00'01"E., A DISTANCE OF 165.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1069.00 FEET; 5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°06'11", A DISTANCE OF 487.02 FEET TO A POINT OF TANGENCY; 6) THENCE S.26°06'12"E., A DISTANCE OF 115.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF "TRACT-A", ACCORDING TO THE PLAT OF TOWN CENTER PARKWAY SOUTH, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, OF SAID PUBLIC RECORDS; THENCE S.63°53'48"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF "TRACT-A" TOWN CENTER EAST, AS RECORDED IN PLAT BOOK 124, PAGES 46 THROUGH 50, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE FOR THE FOLLOWING FIVE (5) COURSES; 1) THENCE N.26°06'12"W., A DISTANCE OF 115.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1131.00 FEET; 2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°06'11", A DISTANCE OF 515.27 FEET TO A POINT OF TANGENCY; 3) THENCE N.00°00'01"W., A DISTANCE OF 165.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1131.00 FEET; 4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'52", A DISTANCE OF 566.81 FEET TO A POINT OF TANGENCY; 5) THENCE N.28°42'51"E., A DISTANCE OF 131.01 FEET TO THE POINT OF BEGINNING.

CONTAINING: 90,823 SQUARE FEET OR 2.085 ACRES, MORE OR LESS.

# KINGFISHER BOULEVARD

BEING A PLAT OF A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



STATE OF FLORIDA }  
 COUNTY OF PALM BEACH } S.S.

THIS INSTRUMENT WAS FILED FOR RECORD AT \_\_\_\_\_ M. THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019 AND DULY RECORDED IN PLAT BOOK NO. \_\_\_\_\_ ON PAGE \_\_\_\_\_

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

### DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS KINGFISHER BOULEVARD, BEING A PLAT OF A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### DESCRIPTION:

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

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.01°33'05"W. ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL ROAD 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 PUBLIC RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT, A DISTANCE OF 2750.66 FEET; THENCE S.01°23'03"E., A DISTANCE OF 1701.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY, ACCORDING TO THE PLAT OF TOWN CENTER PARKWAY NORTH, AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE S.59°12'32"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 75.09 FEET TO A POINT ON THE WEST BOUNDARY LINE OF "AMENITY CENTER" TRACT, WESTLAKE AMENITY PARCEL, AS RECORDED IN PLAT BOOK 124, PAGES 65 THROUGH 67, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST BOUNDARY LINE, FOR THE FOLLOWING SIX (6) COURSES: 1) S.75°15'27"W., A DISTANCE OF 17.96 FEET; 2) THENCE S.28°42'51"W., A DISTANCE OF 115.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1069.00 FEET; 3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'52", A DISTANCE OF 535.74 FEET TO A POINT OF TANGENCY; 4) THENCE S.00°00'01"E., A DISTANCE OF 165.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1069.00 FEET; 5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°06'11", A DISTANCE OF 487.02 FEET TO A POINT OF TANGENCY; 6) THENCE S.26°06'12"E., A DISTANCE OF 115.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF "TRACT-A", ACCORDING TO THE PLAT OF TOWN CENTER PARKWAY SOUTH, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, OF SAID PUBLIC RECORDS; THENCE S.63°53'48"W., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF "TRACT-A" TOWN CENTER EAST, AS RECORDED IN PLAT BOOK 124, PAGES 46 THROUGH 50, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE FOR THE FOLLOWING FIVE (5) COURSES; 1) THENCE N.26°06'12"W., A DISTANCE OF 115.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1131.00 FEET; 2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°06'11", A DISTANCE OF 515.27 FEET TO A POINT OF TANGENCY; 3) THENCE N.00°00'01"W., A DISTANCE OF 165.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1131.00 FEET; 4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'52", A DISTANCE OF 566.81 FEET TO A POINT OF TANGENCY; 5) THENCE N.28°42'51"E., A DISTANCE OF 131.01 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 90,823 SQUARE FEET OR 2.085 ACRES, MORE OR LESS.

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

### ROAD RIGHT-OF-WAY

KINGFISHER BOULEVARD, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, IN FEE SIMPLE, FOR ROAD RIGHT-OF-WAY PURPOSES AND FOR ANY AND ALL PURPOSES AUTHORIZED BY CHAPTER 2000-431, LAWS OF FLORIDA AND CHAPTERS 189 AND 298, FLORIDA STATUTES. RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE, OPERATIONS, REPAIR AND/OR REPLACEMENT OF THE RIGHT-OF-WAY AND ANY FACILITIES SHALL REMAIN THE PERPETUAL OBLIGATION OF THE SEMINOLE IMPROVEMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

THE CITY OF WESTLAKE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED AND RESERVED AN EASEMENT OVER THE ROAD RIGHT-OF-WAY FOR ANY AND ALL MUNICIPAL PURPOSES, IN SO FAR AS SUCH USES ARE NOT INCONSISTENT WITH ITS UTILIZATION FOR ROAD RIGHT-OF-WAY PURPOSES.

IN WITNESS WHEREOF, MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MINTO PBLH, LLC  
 A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
 JOHN F. CARTER, MANAGER

PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN F. CARTER WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC STATE OF FLORIDA  
 PRINT NAME: \_\_\_\_\_  
 COMMISSION NO. \_\_\_\_\_  
 (SEAL)

### ACCEPTANCE OF DEDICATION

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

THE CITY OF WESTLAKE, FLORIDA, A MUNICIPAL CORPORATION, HEREBY ACCEPTS THE DEDICATION OF ROAD RIGHT-OF-WAY AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

CITY OF WESTLAKE  
 A MUNICIPAL CORPORATION

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_ CITY MAYOR, ROGER MANNING

PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED ROGER MANNING WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS CITY MAYOR OF THE CITY OF WESTLAKE, A MUNICIPAL CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC STATE OF FLORIDA  
 PRINT NAME: \_\_\_\_\_  
 COMMISSION NO. \_\_\_\_\_  
 (SEAL)

### ACCEPTANCE OF DEDICATION & RESERVATIONS

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 ITS MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS DEDICATION, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
 SCOTT MASSEY, PRESIDENT

PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED SCOTT MASSEY WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF SEMINOLE IMPROVEMENT DISTRICT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID DISTRICT, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE DISTRICT SEAL OF SAID DISTRICT AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR STATUTORY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID DISTRICT.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

(SEAL)

### MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA  
 COUNTY OF DUVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 28283 AT PAGE[S] 1060 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS SENIOR VICE PRESIDENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

WELLS FARGO BANK, N.A., SUCCESSOR-BY-MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
 SUSAN BEAUGRAND  
 SENIOR VICE PRESIDENT

PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
 COUNTY OF DUVAL

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED SUSAN BEAUGRAND, WHO IS PERSONALLY KNOWN, TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS SENIOR VICE PRESIDENT OF WELLS FARGO BANK, N.A., A NATIONAL BANKING ASSOCIATION, AND ACKNOWLEDGED TO AND BEFORE ME THAT SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID BANKING ASSOCIATION AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID BANKING ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, DUVAL COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

(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 \_\_\_\_\_, 2019, IN ACCORDANCE WITH CHAPTER 177, F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH CHAPTER 177, F.S.

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
 CITY MANAGER, KEN CASSEL CITY MAYOR, ROGER MANNING

### TITLE CERTIFICATION

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

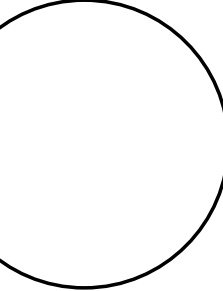
WE, FOUNDERS TITLE, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN MINTO PBLH, LLC; THAT THE CURRENT TAXES HAVE BEEN PAID; AND 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)

ROADWAY (TRACT "A") = 2.085  
 TOTAL = 2.085 ACRES

CLERK'S SEAL



### SURVEYORS NOTES

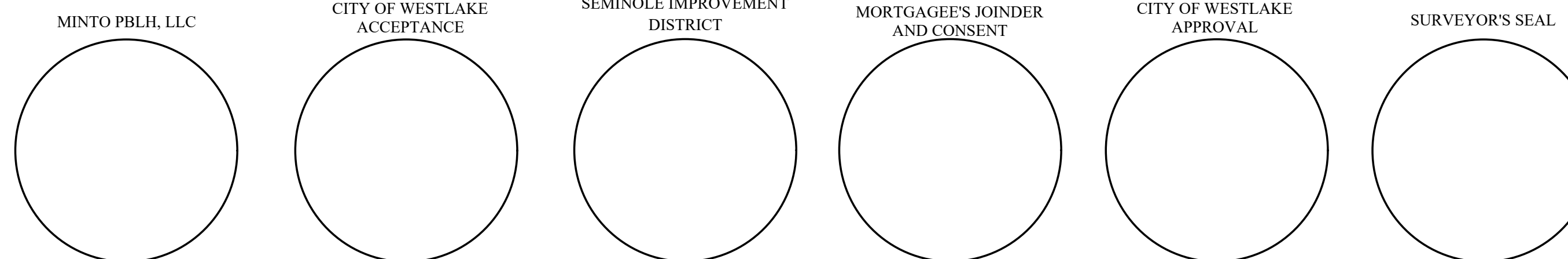
- PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: "■" A 1 1/2" BRASS DISK STAMPED "PRM LB7768" SET IN A 4"x4" CONCRETE MONUMENT. PERMANENT CONTROL POINTS ARE SHOWN AS THUS: "●" A MAGNETIC NAIL AND DISK STAMPED "PCP LB7768". MONUMENTS ARE SHOWN AS THUS: "●" A 1/2" IRON ROD WITH CAP STAMPED "LB7768". (UNLESS 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.89°48'53"E. 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 APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WHERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS OVERLAP.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF 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.
- 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. 177.091(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 CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CITY OF WESTLAKE, FLORIDA.

DATE: \_\_\_\_\_ GARY A. RAGER, P.S.M.  
 LICENSE NO. LS4828  
 STATE OF FLORIDA

THIS INSTRUMENT PREPARED BY  
 GARY A. RAGER, P.S.M.  
 48428 STATE OF FLORIDA,  
 GEOPOINT SURVEYING, INC.,  
 4152 WEST BLUE HERON BOULEVARD, SUITE 105,  
 RIVIERA BEACH, FLORIDA 33404.  
 CERTIFICATE OF AUTHORIZATION NO. LB7768



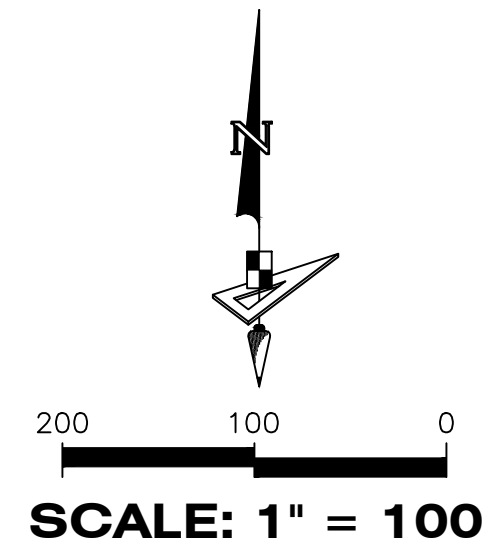
**GeoPoint**  
 Surveying, Inc.

4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
 Suite 105 www.geopointsurvey.com  
 Riviera Beach, FL 33404 Licensed Business Number: LB 7768

Sheet No. 1 of 2 Sheets

# KINGFISHER BOULEVARD

BEING A PLAT OF A PORTION OF  
SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

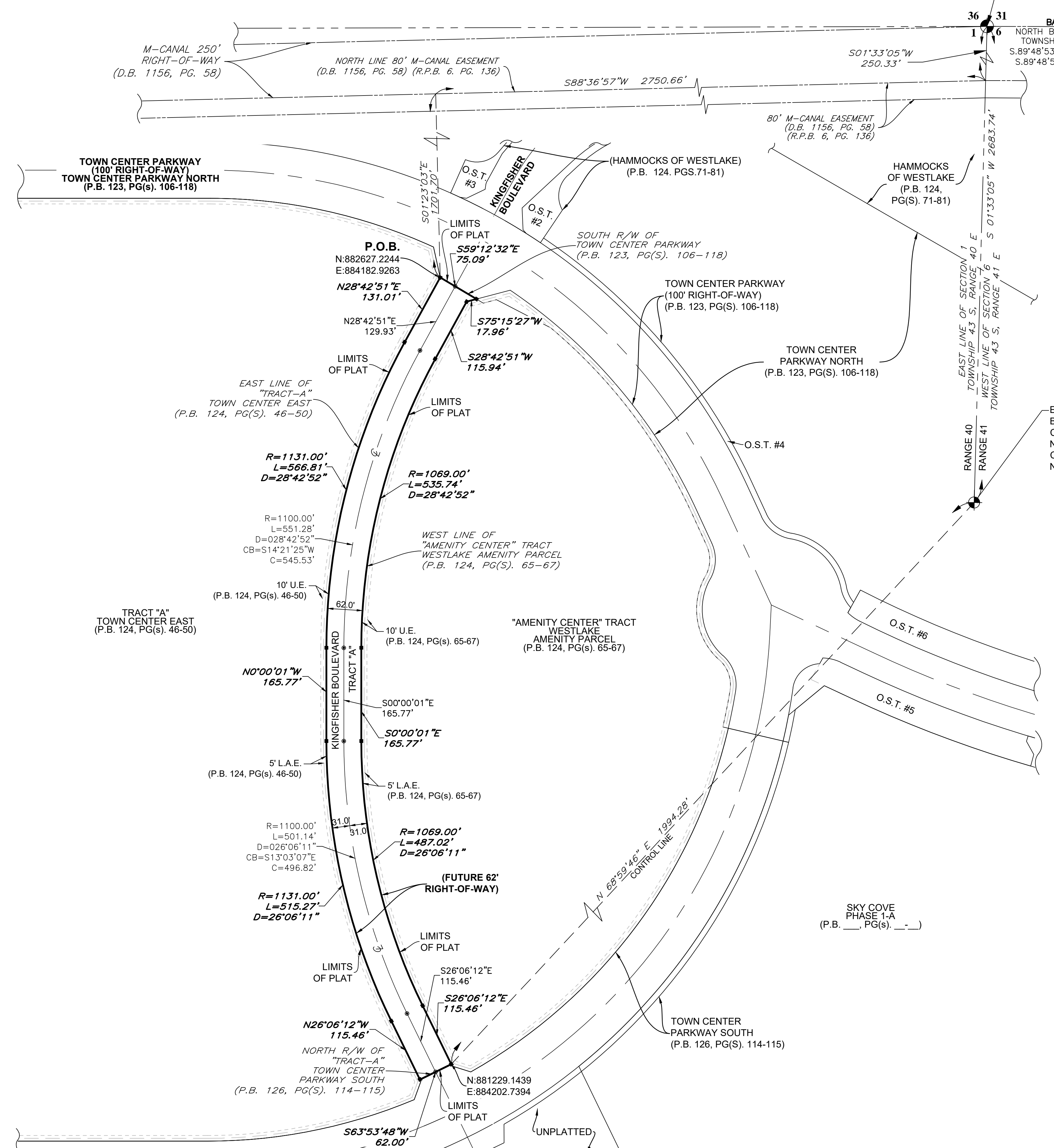


POINT OF COMMENCEMENT  
NORTHWEST CORNER OF  
SECTION 6, TOWNSHIP 43 S., RANGE 41 E.  
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY  
CORNER-TALLHASSEE MERIDIAN"  
BRASS DISK "10' EAST" SET IN CONCRETE  
FOUND 10' EAST ON SECTION LINE  
N: 884626.7147 E: 886137.1629  
NAD83 (2007 ADJUSTMENT)  
CERTIFIED CORNER RECORD #107597

**BASIS OF BEARINGS**  
NORTH BOUNDARY OF SECTION 6,  
TOWNSHIP 43 S., RANGE 41 E.  
S.89°48'53"E., 5270.23' (MEASURED)  
S.89°48'52"E., 5270.39' (COUNTY)

**NORTHEAST CORNER**  
SECTION 6-43-41  
FOUND BRASS DISK IN CONCRETE  
"P.B.C." N:884609.6818-E:891407.3638  
NAD83 (2007 ADJUSTMENT)  
CERTIFIED CORNER RECORD  
#107591

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



**EAST 1/4 CORNER SECTION 1-43-40**  
BRASS DISK IN CONCRETE "P.B.C."  
CCR: 107599 (GEOPOINT)  
N:881943.9584 (83/07) - E:886064.5056 (83/07)  
CCR: 53946 (PBCo.)  
N:881944.0640 (83/90) - E:886064.4800 (83/90)

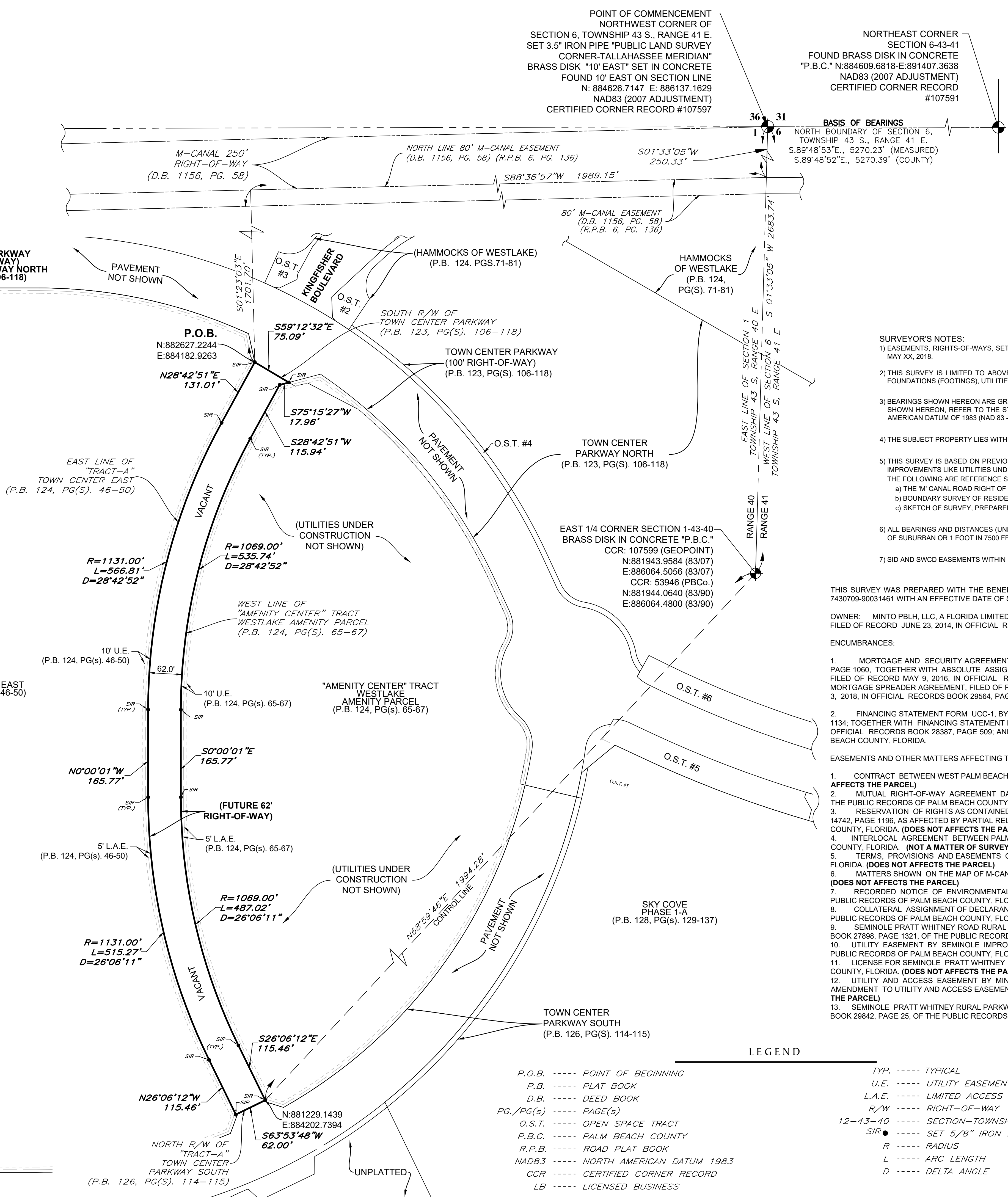
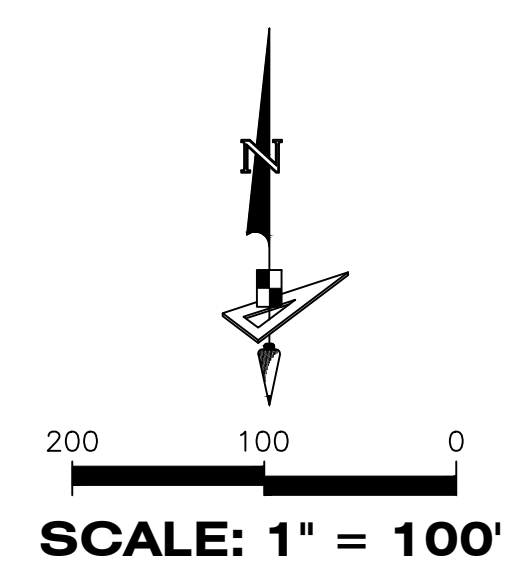
### LEGEND

- P.O.B. ----- POINT OF BEGINNING
- P.B. ----- PLAT BOOK
- D.B. ----- DEED BOOK
- PG./PG(s) ----- PAGE(S)
- O.S.T. ----- OPEN SPACE TRACT
- P.B.C. ----- PALM BEACH COUNTY
- R.P.B. ----- ROAD PLAT BOOK
- LB ----- LICENSED BUSINESS
- CL ----- CENTERLINE
- U.E. ----- UTILITY EASEMENT
- L.A.E. ----- LIMITED ACCESS EASEMENT
- R/W ----- RIGHT-OF-WAY
- NAD83 ----- NORTH AMERICAN DATUM 1983
- CCR ----- CERTIFIED CORNER RECORD
- R ----- RADIUS
- L ----- ARC LENGTH
- D ----- DELTA ANGLE
- CB ----- CHORD BEARING
- C ----- CHORD
- 1-43-40 ----- SECTION-TOWNSHIP-RANGE
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET PERMANENT REFERENCE MONUMENT
- ----- PERMANENT CONTROL POINT

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



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Riviera Beach, FL 33404 Licensed Business Number: LB 7768



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

COMMENT: AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.01°33'05"W. ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL ROAD 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 PUBLIC RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT, A DISTANCE OF 1989.15 FEET; THENCE S.01°23'03"E, A DISTANCE OF 1701.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY, ACCORDING TO THE PLAT OF TOWN CENTER PARKWAY NORTH, AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S.59°12'32"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 75.09 FEET TO A POINT ON THE WEST BOUNDARY LINE OF "AMENITY CENTER" TRACT, WESTLAKE AMENITY PARCEL, AS RECORDED IN PLAT BOOK 124, PAGES 65 THROUGH 67, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST BOUNDARY LINE, FOR THE FOLLOWING SIX (6) COURSES: 1) S.75°15'27"W, A DISTANCE OF 17.96 FEET; 2) THENCE S.28°42'51"W, A DISTANCE OF 115.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1069.00 FEET; 3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'52", A DISTANCE OF 535.74 FEET TO A POINT OF TANGENCY; 4) THENCE S.00°00'01"E, A DISTANCE OF 165.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1069.00 FEET; 5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°06'11", A DISTANCE OF 487.02 FEET TO A POINT OF TANGENCY; 6) THENCE S.26°06'12"E, A DISTANCE OF 115.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF "TRACT-A", ACCORDING TO THE PLAT OF TOWN CENTER PARKWAY SOUTH, AS RECORDED IN PLAT BOOK 126, PAGES 114 AND 115, OF SAID PUBLIC RECORDS; THENCE S.63°53'48"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF "TRACT-A" TOWN CENTER EAST, AS RECORDED IN PLAT BOOK 124, PAGES 46 THROUGH 50, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE FOR THE FOLLOWING FIVE (5) COURSES: 1) THENCE N.26°06'12"W, A DISTANCE OF 115.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1131.00 FEET; 2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°06'11", A DISTANCE OF 515.27 FEET TO A POINT OF TANGENCY; 3) THENCE N.00°00'01"W, A DISTANCE OF 165.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 1131.00 FEET; 4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'52", A DISTANCE OF 566.81 FEET TO A POINT OF TANGENCY; 5) THENCE N.28°42'51"E, A DISTANCE OF 131.01 FEET TO THE POINT OF BEGINNING.

CONTAINING: 90,823 SQUARE FEET OR 2.085 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1) EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY FOUNDERS TITLE, DATED MAY XX, 2018.
2) THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS ALONG AND NEAR THE BOUNDARY LINES, AND THAT NOTHING BELOW THE GROUND WAS LOCATED INCLUDING, BUT NOT LIMITED TO FOUNDATIONS (FOOTINGS), UTILITIES, ETC. (INTERIOR OCCUPATION NOT LOCATED)
3) BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. THE GRID BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA 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).
4) THE SUBJECT PROPERTY LIES WITHIN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, WHERE THE FLOOD ZONE IS UNDETERMINED AT THE TIME OF THIS SURVEY.
5) THIS SURVEY IS BASED ON PREVIOUS FIELD SURVEYS, DOCUMENTS OF RECORD, FOUND MONUMENTS, EXHIBITS, AND HISTORICALLY USED CORNERS, AS WELL AS THE LEGAL DESCRIPTION SHOWN HEREON. IMPROVEMENTS LIKE UTILITIES UNDER CONSTRUCTION ARE NOT LOCATED FOR THE PURPOSE OF SHOWING THE BOUNDARY OF A PROPOSED PLAT. THE FOLLOWING ARE REFERENCE SURVEYS USED IN DETERMINING THE BOUNDARY LOCATION FOR CALLERY JUDGE GROVES:
a) THE 'M' CANAL ROAD RIGHT OF WAY MAP, RECORDED IN ROAD PLAT BOOK 6, PAGE 136.
b) BOUNDARY SURVEY OF RESIDENTIAL AT CALLERY JUDGE GROVES, PREPARED BY LIDBERG LAND SURVEYING, INC. (JOB NO.: 04-106-101C), DATED OCTOBER 5, 2007.
c) SKETCH OF SURVEY, PREPARED BY S.P. MUSICK, DATED MARCH 5, 1965.
6) ALL BEARINGS AND DISTANCES (UNITED STATES SURVEY FEET) AS SHOWN HEREON ARE AS DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED. MEASUREMENTS MADE ARE TO THE ACCURACY STANDARD OF SUBURBAN OR 1 FOOT IN 7500 FEET.
7) SID AND SWCD EASEMENTS WITHIN BOUNDARY HAVE BEEN RELEASE PER O.R. 28084, PG. 0985.

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A SEARCH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, STATE OF FLORIDA, COMMENCING FROM CHICAGO TITLE INSURANCE COMPANY NUMBER 7430709-90031461 WITH AN EFFECTIVE DATE OF SEPTEMBER 20, 2013 AND CONTINUING UP TO AND INCLUDING JULY 6, 2018 AT 11:00 P.M.:

OWNER: MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY VIRTUE OF SPECIAL WARRANTY DEED, FILED OF RECORD JUNE 23, 2014, IN OFFICIAL RECORDS BOOK 28871, PAGE 505 AND QUIT CLAIM DEED, FILED OF RECORD JUNE 23, 2014, IN OFFICIAL RECORDS BOOK 28871, PAGE 511, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ENCUMBRANCES:

- 1. MORTGAGE AND SECURITY AGREEMENT BY AND BETWEEN MINTO PBLH, LLC AND WELLS FARGO BANK, N.A., AS ADMINISTRATIVE AGENT, FILED OF RECORD MAY 9, 2016, IN OFFICIAL RECORDS BOOK 28283, PAGE 1060, TOGETHER WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, FILED OF RECORD MAY 9, 2016, IN OFFICIAL RECORDS BOOK 28283, PAGE 1094; MORTGAGE MODIFICATION AGREEMENT, FILED OF RECORD DECEMBER 29, 2016, IN OFFICIAL RECORDS BOOK 28798, PAGE 1467; MORTGAGE SPREADER AGREEMENT, FILED OF RECORD FEBRUARY 16, 2017, IN OFFICIAL RECORDS BOOK 28896, PAGE 893; MORTGAGE MODIFICATION AND FUTURE ADVANCE AGREEMENT, FILED OF RECORD JANUARY 3, 2018, IN OFFICIAL RECORDS BOOK 29564, PAGE 571, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
2. FINANCING STATEMENT FORM UCC-1, BY AND BETWEEN MINTO PBLH, LLC AND WELLS FARGO BANK, N.A., AS ADMINISTRATIVE AGENT, FILED OF RECORD MAY 9, 2016, IN OFFICIAL RECORDS BOOK 28283, PAGE 1134; TOGETHER WITH FINANCING STATEMENT FORM UCC-3, FILED OF RECORD JUNE 21, 2016, IN OFFICIAL RECORDS BOOK 28384, PAGE 733; FINANCING STATEMENT FORM UCC-3, FILED OF RECORD JUNE 22, 2016, IN OFFICIAL RECORDS BOOK 28387, PAGE 509; AND FINANCING STATEMENT FORM UCC-3, FILED OF RECORD FEBRUARY 16, 2017, IN OFFICIAL RECORDS BOOK 28896, PAGE 903, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EASEMENTS AND OTHER MATTERS AFFECTING TITLE:

- 1. CONTRACT BETWEEN WEST PALM BEACH WATER COM. AND INDIAN TRAIL RANCH, INC., RECORDED IN DEED BOOK 1156, PAGE 36, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
2. MUTUAL RIGHT-OF-WAY AGREEMENT DATED APRIL 1, 1966 AND RECORDED APRIL 1, 1966, IN OFFICIAL RECORDS BOOK 1354, PAGE 47, AS ASSIGNED IN OFFICIAL RECORDS BOOK 2606, PAGE 1023, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
3. RESERVATION OF RIGHTS AS CONTAINED WITHIN QUIT CLAIM DEED AND AGREEMENT FOR RESERVATION OF RIGHTS, DATED JANUARY 30, 2003, RECORDED FEBRUARY 3, 2003, IN OFFICIAL RECORDS BOOK 14742, PAGE 1196, AS AFFECTED BY PARTIAL RELEASE FROM THE SEMINOLE IMPROVEMENT DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 28084, PAGE 985, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
4. INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND SEMINOLE IMPROVEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 20252, PAGE 184, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (NOT A MATTER OF SURVEY-BLANKET EASEMENT)
5. TERMS, PROVISIONS AND EASEMENTS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 25, 1956 IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
6. MATTERS SHOWN ON THE MAP OF M-CANAL ROAD, RECORDED IN ROAD PLAT BOOK 6, PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
7. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, RECORDED AUGUST 13, 2015, IN OFFICIAL RECORDS BOOK 27737, PAGE 15, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
8. COLLATERAL ASSIGNMENT OF DECLARANT'S RIGHTS BY AND BETWEEN MINTO PBLH, LLC AND WELLS FARGO BANK, NA., RECORDED JANUARY 25, 2018, IN OFFICIAL RECORDS BOOK 29611, PAGE 673, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
9. SEMINOLE PRATT WHITNEY ROAD RURAL PARKWAY EASEMENT, BY MINTO PBLH, LLC TO SEMINOLE IMPROVEMENT DISTRICT AND PALM BEACH COUNTY, RECORDED OCTOBER 30, 2015, IN OFFICIAL RECORDS BOOK 27898, PAGE 1321, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (SHOWN)
10. UTILITY EASEMENT BY SEMINOLE IMPROVEMENT DISTRICT TO PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, RECORDED JUNE 6, 2016, IN OFFICIAL RECORDS BOOK 28347, PAGE 411, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
11. LICENSE FOR SEMINOLE PRATT WHITNEY ROAD CROSSINGS BY PALM BEACH COUNTY, RECORDED JUNE 29, 2017, IN OFFICIAL RECORDS BOOK 29189, PAGE 1445, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
12. UTILITY AND ACCESS EASEMENT BY MINTO PBLH, LLC AND FLORIDA POWER & LIGHT COMPANY, RECORDED AUGUST 10, 2017, IN OFFICIAL RECORDS BOOK 29283, PAGE 1333, TOGETHER WITH AMENDMENT TO UTILITY AND ACCESS EASEMENT, RECORDED APRIL 30, 2018, IN OFFICIAL RECORDS BOOK 29817, PAGE 650, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)
13. SEMINOLE PRATT WHITNEY ROAD RURAL PARKWAY MAINTENANCE AGREEMENT, BY AND BETWEEN MINTO PBLH, LLC AND SEMINOLE IMPROVEMENT DISTRICT, RECORDED MAY 10, 2018, IN OFFICIAL RECORDS BOOK 29842, PAGE 25, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (DOES NOT AFFECTS THE PARCEL)

WESTLAKE BOUNDARY SURVEY PROPOSED KINGFISHER BOULEVARD

Table with columns for REVISIONS (No., Date, Description, Drawn), Prepared For: MINTO COMMUNITIES, LLC, Last Date of Field Survey: ---, and SURVEYOR'S CERTIFICATE. Includes signature of Gary A. Rager, Florida Professional Surveyor & Mapper No. LS4828.

GeoPoint Surveying, Inc. logo and contact information: 4152 W. Blue Heron Blvd., Suite 105, Riviera Beach, FL 33404. Phone: (561) 444-2720. Website: www.geopointsurvey.com. License Number: LB 7768.

- Legend: P.O.B. --- POINT OF BEGINNING, P.B. --- PLAT BOOK, D.B. --- DEED BOOK, PG./PG(S) --- PAGE(S), O.S.T. --- OPEN SPACE TRACT, P.B.C. --- PALM BEACH COUNTY, R.P.B. --- ROAD PLAT BOOK, NAD83 --- NORTH AMERICAN DATUM 1983, CCR --- CERTIFIED CORNER RECORD, LB --- LICENSED BUSINESS.
TYP. --- TYPICAL, U.E. --- UTILITY EASEMENT, L.A.E. --- LIMITED ACCESS EASEMENT, R/W --- RIGHT-OF-WAY, 12-43-40 --- SECTION-TOWNSHIP-RANGE, SIR --- SET 5/8" IRON ROD LB7768, R --- RADIUS, L --- ARC LENGTH, D --- DELTA ANGLE

## **Ninth Order of Business**

## MEMORANDUM

**To:** Mayor Roger Manning  
 City Council Members  
 Ken Cassel, City Manager

**From:** Pam E. Booker, City Attorney 

**Date:** August 1, 2019

**Subject:** Agreement for Solid Waste Services with Advanced Disposal Services

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The City of Westlake has received solid waste services through the Solid Waste Authority (“SWA”) of Palm Beach County since incorporation. The SWA awards service agreements to service providers for the unincorporated areas of Palm Beach County. The SWA awarded the contract for Service Area 2, to Advanced Disposal Service (“ADS”). Service Area 2, includes the municipal boundaries for the City of Westlake. Pursuant to Florida Statutes, Section 165.061, and the City’s charter, the City was required to remain under the existing contract for solid waste services for a five-year term, or until expiration of the existing contract, whichever is less. The existing contract between SWA and ADS at the time of incorporation expired on September 30, 2018. The SWA extended the contract for one additional year, through September 30, 2019. The City of Westlake has continued to operate under the terms and conditions of the extended contract provisions.

The SWA went out for bids for new franchise agreement(s) for solid waste services, at the end of 2018. As a result of the new bids, the contract for Service Area 2, was again awarded to ADS, on or about April 24, 2019. A copy of that agreement is attached hereto. The fees for services have increased for the 2019/2020 year. The residential collection rates are reflected in Exhibit “B”, in the amount of \$225.24 per residential unit per year. The residential disposal rates are collected via the non-ad-valorem tax roll for most Palm Beach County residents. The City of Westlake is not on the non-ad-valorem tax roll for solid waste services, therefore, this rate is reflected in the revised Exhibit “B” rate schedule. The rate for 2019/2020 is \$198.12 per residential unit per year. The total annual residential rate per unit is \$423.26. This is an increase over the 2018/2019 rate in the amount of \$69.26. The disposal rate for 2019 was \$172.00, with the collection rate being \$182.00, for a total cost of \$354.00 annual residential rate per unit.

The agreement defines “solid waste” as residential solid waste and commercial solid waste, including bulk waste, garbage, rubbish, refuse, trash, vegetative waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. “Roll-off collection services” are not exclusive to ADS. Commercial vegetative waste and construction and demolition (C&D) debris is not exclusive to ADS.

There are a few areas of the existing agreement which are being modified herein, the first is in changing references to the “Authority” to the “City of Westlake”, throughout the document. Second, amendments have been made to Exhibit “B”, which reflects residential and commercial rates for collection

services, the exhibit has been modified to reflect services the City of Westlake is not receiving from ADS. The service deductions include the contractor not providing collection carts to residents, and the vegetative service fee has been reduced to account for the maturity of vegetation for Westlake. Section 4(A)(3) Carts: is being deleted because the City of Westlake provides the containers for residential solid waste collection services. ADS will not be providing the containers. Third, Section 6(C), Charges, Rates and Levels of Service, Solid Waste Disposal Costs, provides for SWA to charge an assessment on the non-ad-valorem portion of the tax bill for disposal costs. The City of Westlake is not being billed on the non-ad-valorem portion of the tax bill for disposal services, therefore, these costs will be billed on the mailed invoices or at the time of issuance of the certificate of occupancy.

Section 18, of the agreement entitled "Complaints", addresses how complaints are resolved. Complaints shall be directed to the Contract Administrator, then forwarded to the contractor (ADS). The complaints must be resolved by 12:00 noon on the next business day. If the complaint can-not be resolved, ADS must notify the Contract Administrator in writing as to the reason the complaint can-not be resolved. Carlos Mangual, Operations Manager for ADS has received and addressed all residential complaints consistent with the provisions contained herein. Should complaints become persistent, liquidated damages in the amount of \$200.00 per incident may be assessed by the City. The Agreement further provides \$10,000.00 in liquidated damages for major prohibitions and failures to meet deadlines.

These are the highlights from the agreement between ADS and the City of Westlake for the collection and disposal of solid waste, recycling and vegetative waste removal for the City. We recommend approval of the agreement with the changes as noted. The effective date would be October 1, 2019, and expires September 30, 2024, with the right to renew for two, one-year extensions, taking the agreement through September 30, 2026. Should you have any questions or need any additional information please feel free to contact our office.



**AGREEMENT BETWEEN THE CITY OF WESTLAKE  
AND  
ADVANCED DISPOSAL SERVICES**

**THIS AGREEMENT** made and entered into this 22<sup>nd</sup> day of July, 2019 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 **Advanced Disposal Services (“ADS”)**, environmental service provider, whose address is 5489 Leeper Drive, Florida 33470, 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.

**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 solid waste collection, solid waste disposal, recyclables and yard debris waste; and

**WHEREAS**, ADS has an existing contract for solid waste services with the Solid Waste Authority of Palm Beach County, 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 ADS is qualified to serve as the City’s solid waste provider, providing solid waste collection, vegetative collection, recycling services and disposal services as the exclusive service provider pursuant to the terms and provision of the Agreement attached hereto, and ADS may provide other services as requested by the City Manager; and

**WHEREAS**, the City intends to employ ADS to provide professional solid waste services to the City, that are in the best interest, health, safety and welfare of the residents and businesses within the jurisdictional limits of the City.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the City and ADS wish to enter into this agreement between the Parties, as follows:

**Section 1. CONTRACT DOCUMENTS.** ADS’s existing contract with the Solid Waste Authority of Palm Beach County is attached hereto and incorporated herein, as Exhibit “A”. ADS will provide services as set forth in RFP, with the Solid Waste Authority of Palm Beach County. The RFP and ADS’s responses thereto are attached hereto as Exhibit “B”.

**Section 2. PARTY REFERENCES.** All references to Solid Waste Authority of Palm Beach County shall mean the City of Westlake, Florida, except for reference to the Solid Waste Authority’s facilities and the specific Equal Business Opportunity Program found in Sections 42 and 43 of the Agreement.

**Section 3.** Section 1, of the Agreement, entitled Term, shall be modified as follows:

1. ~~Term:~~

~~The term of this Agreement shall be for the period beginning **October 1, 2019**, and expiring **September 20, 2026**.~~

**TERM OF AGREEMENT.** This Agreement shall be for a five (5) year term, commencing on October 1, 2019, and expiring on September 30, 2024. The Parties have the option to renew for two (2) additional one (1) year terms, at the end of the initial expiration date of September 30, 2024.

**Section 4. CARTS.** The following language shall be inserted in Section 4(B)(3) entitled "Carts". The City of Westlake shall deliver curbside residential units one cart for residential collection services. Additional carts may be purchased from the City.

Section 4(B)(3) of the Agreement shall be deleted as follows: ~~Carts: Contractor shall deliver each Curbside Residential unit one Cart, and be responsible for all maintenance, repair, and replacement. Upon the completion of this Agreement Carts will be property of the Authority. A Cart monthly maintenance fee, as set forth in Exhibit B, will be paid to the Contractor by the Authority. Carts must meet all specifications as set forth below:~~

- ~~1. Each Cart shall consist of a body, lid, wheels, axle, and necessary accessories;~~
- ~~2. Carts will be procured in 46-48, 64-66 and 94-96 gallon sizes with gray body and gray lid;~~
- ~~3. The wheeled Carts shall be designed to contain solid waste materials including garbage, refuse, and rubbish;~~
- ~~4. Carts shall have the Authority's logo hot stamped onto the top half of the two opposite sides (neither the front nor back) of the cart body. The logo shall be approximately 8 inches high by 8 inches wide. Camera ready artwork will be provided as well as the defined color(s) at the time the contract is awarded;~~
- ~~5. The Carts shall be designed to be dumped by both semi-automated and fully automated disposal truck systems;~~
- ~~6. The Carts shall be designed to be fit with axles which do not require holes or bolts through the body, to eliminate potential leakage of liquids escaping odors or entry of insects;~~
- ~~7. All Carts must meet all ANSI (American National Compliance) Standards;~~
- ~~8. Lid shall not be ventilated and shall be held closed by its own weight;~~
- ~~9. An arrow pointed in the direction of the front of the Cart shall be molded into the top of the Cart's lid; and~~
- ~~10. Printed on the top of the lid in block letters not obstructing other information:~~

~~"GARBAGE ONLY"  
"NO HAZARDOUS WASTE"~~

~~The Contractor's residential curbside Solid Waste, Yard Waste, and Recycle collection vehicles shall be equipped with 3rd Eye Digital or comparable monitoring system. Data acquired through set monitoring system shall be available to the Contract Administrator and the Authority Customer Information Service (CIS) office personnel upon request. All requested information shall be provided in a timely manner to avoid assessment of Liquidated Damages as authorized pursuant to this Section 19.B.~~

**Section 5.** Section 4(C) of the Agreement entitled "RATES FOR SERVICES", shall be modified as follows:

The statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recovered Materials, DISPOSAL based on a cost per cubic yard; ~~CONTAINER MAINTENANCE expressed in a monthly flat rate based on the size of the Container;~~ and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid waste and recycling collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

**Section 6.** Section 4(D) of the Agreement, entitled, Method of Payment, shall be modified as follows:

The Authority or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service, ~~including curbside Cart maintenance fee~~ in accordance with

Exhibit B. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service at rates not to exceed those initially set out in Exhibit B as adjusted in subsequent years in accordance with Section 6 and Exhibit C. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.

**Section 7.** Section 5(A)(3) of the Agreement, entitled, Recycling Containers, shall be modified as follows:

The ~~Contractor~~ **City** shall ensure distribution of Recycling Containers as supplied by the Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Authority. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

**Section 8.** Section 6(C) of the Agreement, entitled, Solid Waste Disposal Costs, shall be modified as follows:

Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit B. ~~Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement.~~ The City shall invoice for disposal services cost, in addition to collection services costs. The City may elect to place the collection for disposal service costs on the non-ad-valorem tax roll. The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit B. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.

**Section 9.** Section 28, of the Agreement, entitled Notices, is modified as follows:

28. NOTICE: Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

~~AS TO THE AUTHORITY:~~

~~Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412~~

~~Attention: Contract Administrator ——— Copy to: Executive Director~~

**As to the City:** Ken Cassel, Manager  
4001 Seminole Pratt Whitney Road  
Westlake, Florida 33470

**With a copy to:** Pam E. Booker, City Attorney  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470

**As to ADS:** Carlos Mangual, Operations Manager  
Advanced Disposal Services  
5489 Leeper Drive  
West Palm Beach, FL 33407

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e. printed) after 5:00 pm or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

**Section 9. CONTINGENT FEE.** ADS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ADS, 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 ADS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 10. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and ADS in the spaces provided below.

**IN WITNESS WHEREOF,** the parties hereto have caused these present to be executed the day and year first above written.

Attest:

**CITY OF WESTLAKE, FLORIDA**

\_\_\_\_\_  
City Clerk, Sandra DeMarco

By: \_\_\_\_\_  
Roger Manning, Mayor

**ADVANCED DISPOSAL SERVICES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Carlos Mangual, Operations Manager



**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG RD, WEST PALM BEACH, FL 33412**

**SOLID WASTE AND RECYCLING COLLECTION SERVICES  
FRANCHISE AGREEMENT**

**BETWEEN**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

**AND**

**ADVANCED DISPOSAL SERVICES**

**FOR**

**SERVICE AREA 2**

**AGREEMENT NO. 19-402B**

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**SOLID WASTE AND RECYCLING COLLECTION SERVICES  
FRANCHISE AGREEMENT  
SERVICE AREA 2**

This Agreement is hereby made and entered into this 21<sup>st</sup> day of April, 2019, between **Solid Waste Authority of Palm Beach County**, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and **Advanced Disposal Services** (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

**1. TERM:**

The term of this Agreement shall be for the period beginning **October 1, 2019**, and expiring **September 30, 2026**.

**2. DEFINITIONS:**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.
- D. Business Days** shall mean Monday through Saturday, except for Holidays.
- E. Cart** shall mean a curbside container meeting the Authority's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.
- F. Collection** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.



- G. Commercial Recycling Collection Service** shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.
- H. Commercial Single Stream Recycling Collection Service** shall mean the practice of collecting Source Separated Recovered Materials generated by commercial establishments in a commingled form without separating the fiber from the other materials as is required under Dual Stream Collection.
- I. Commercial Solid Waste** shall include Solid Waste that is not Residential Solid Waste, but for the purposes of this Agreement shall exclude commercial Vegetative Waste, the collection of which is not exclusive to the Contractor.
- J. Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- K. Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- L. Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- M. Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle other than a Cart. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- N. Containerized Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recovered Materials, and which also receive Residential Collection Service for Solid Waste, and the delivery of those Recovered Materials to the Recovered Materials Processing Facility or designated Authority transfer station.
- O. Containerized Residential Solid Waste Collection Service** shall mean Solid Waste collection service of all Dwelling Units whose Garbage, Trash or Bulk Trash is collected by means of a central or shared Container and not by means of a Cart.
- P. Contract** shall mean this Agreement.
- Q. Contractor** shall mean that person or entity identified as such in the first paragraph of this Agreement that has entered into this Agreement to provide the services described herein for the Service Area.



- R. Contract Administrator** shall mean the person designated by the Authority who shall act as the Authority's representative during the term of this Agreement, or his/her designee.
- S. County** shall mean Palm Beach County.
- T. Curbside Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Authority, and the delivery of those Recovered Materials to the Authority Recovered Materials Processing Facility or designated Authority transfer station.
- U. Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected by means of a Cart at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.
- V. Designated Facility** shall mean an Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.
- W. Dual Stream Recycling Collection** shall mean the practice of collecting Recovered Materials in two separate containers, one for fiber and one for commingled containers and other materials accepted in the Authority's recycling program.
- X. Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.
- Y. Fiscal Year** shall mean the period starting on October 1 of a given year and ending September 30 of the following year during this Agreement.
- Z. Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.
- AA. Hazardous Waste** shall mean Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- BB. Hotel or Motel** shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2011), or its successor law.
- CC. Land Clearing** shall mean the removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not



limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

- DD. Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- EE. Peak Times** shall mean the period beginning on November 1 of a given year and ending on April 30 of the following year, unless otherwise specified by the Authority.
- FF. Public Awareness Program** shall mean that program developed by the Authority to inform and encourage residential and commercial collection customers to use all Collection services offered by the Authority through the Agreement. It shall also mean information concerning level of service and changes in scope of service.
- GG. Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal, including but not limited to landfilling, placement upon the land or in the water, or combustion. The materials currently designated by the Authority for Residential Recycling Collection Service and Commercial Recycling Collection Service are newspapers (including inserts); magazines; catalogs; phone books; mixed paper, aluminum cans; plastic containers #1 - #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; Kraft bags; and steel and ferrous cans.
- HH. Recovered Materials Processing Facility (RMPF)** shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recovered Materials, plus other items authorized by the Authority, for sale, as specifically designated by the Contract Administrator, in writing.
- II. Recycling Container** shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.
- JJ. Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- KK. Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.
- LL. Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.



- MM. Roll-off Collection Service** shall mean the Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites and shall require Solid Waste Authority Rule IV Permit. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source, including the Contractor, for the purpose of recycling the C&D material, if, and only if, they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor. Roll-off collection Service also includes the collection of commercial vegetative waste.
- NN. Service Area** shall mean that portion of the unincorporated area of the County as described in Exhibit A, for which Contractor has been granted an exclusive franchise.
- OO. Sludge** shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- PP. Solid Waste** shall mean Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.
- QQ. Solid Waste Authority Disposal Facility** shall mean place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County.
- RR. Source Separated** shall mean that Recovered Materials are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles and rubber.
- SS. Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit B.
- TT. Special Waste** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.



- UU. Trash** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.
- VV. Force Majeure** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, fighting, epidemic, war, riot, civil disturbance, or sabotage.
- WW. Vegetative Container** shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Vegetative Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a vegetation receptacle. Such container including Vegetative Waste shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.
- XX. Vegetative Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.

### **3. SERVICES PROVIDED BY CONTRACTOR:**

The Contractor shall provide mandatory Residential automated or semi-automated Solid Waste Collection Services and Residential Recycling Collection Services in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor.

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the Authority or its designee.

Roll-off Collection Services shall not be exclusive to the Contractor. Commercial Vegetative Waste and Construction and Demolition Debris (C&D) shall not be exclusive to the Contractor.

Collection of Solid Waste contained in roll-off containers for businesses in the Service Area is exclusive to the Contractor.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Authority, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.



The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling haulers collecting Source Separated Recovered Materials from commercial customers in the Service Area.

#### 4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:

**A. Curbside Residential Solid Waste and Vegetative Waste Collection Services:** The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4.A and shall continue until such time as the Contract is terminated. Whereas the Contractor is providing Solid Waste and Vegetative Waste Collection Service on behalf of the Authority, all Solid Waste and Vegetative Waste collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to a Designated Facility. Solid Waste collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those provided for under Federal, State and local laws, regulations and rules, including any rules of the Authority, this Agreement prevails.

1. **Conditions and Frequency of Service:** All Curbside Residential Solid Waste properly placed in Carts and Vegetative Waste properly containerized in Vegetative Containers or otherwise prepared for collection as dictated by this Agreement shall be collected by the Contractor.

All Curbside Residential Solid Waste Collection Service, with the exception of the holidays identified in Section 7, shall be provided twice per week, unless options of service (Exhibit B) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Missed Saturday Residential Solid Waste and Vegetative Waste must be collected by 12:00 noon on the following Monday.

The Contractor shall provide Semi-automated/Automated Garbage Collection services, during the term of this agreement as follows:

- a) For the first sixty (60) days of this Agreement the Contractor shall collect all Garbage and Trash placed both inside and outside of the Carts; and
- b) thereafter, and for the remaining term of this Agreement, the Contractor shall not be responsible for collection of Garbage placed outside the Carts; however, notwithstanding, the Contractor shall collect Garbage from both inside and outside the Cart on the Friday, Saturday, and Monday following Thanksgiving, and from December 26 through January 1, of each year during the term of this Agreement.

All Vegetative Waste up to six (6) cubic yards placed at an accessible pick-up location shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If the customer has commingled Residential Solid Waste and Vegetative Waste, the Contractor shall tag the pile with an Authority provided tag, and is not required to collect the commingled





material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor or any other private hauler to collect the non-conforming material. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Authority by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Vegetative Waste shall be collected one (1) time per week on one (1) of the two (2) scheduled route days. The Contractor shall not be required to collect more than six (6) cubic yards of Vegetative Waste per dwelling unit per week. In the event that more than six (6) cubic yards is placed at the curb by the customer, the Contractor shall not be required to collect the pile. Contractor will tag the pile with an Authority provided tag, instructing the customer to contact the Authority for an estimate for removal. The Contractor shall conduct estimates no later than 72 hours after initial notice from the Authority, however nothing shall preclude the Contractor from conducting the estimate sooner. Pricing shall be based on the per cubic yard rate in Exhibit B. Removal of material by the Contractor shall be completed no later than 72 hours after payment is received. Failure to remove material within the 72 hours of payment shall be subject to assessments as set forth in this Agreement.

With the exception of palm fronds, tree branches and Christmas trees, The Contractor shall have a reliable expectation that all Vegetative Waste will be bagged or in a Vegetative Container, and that each Vegetative container, when filled, will not exceed 50 pounds in weight or 50 gallons in capacity. The Contractor shall have a reliable expectation that branches will not exceed 6 feet in length, 6" in diameter or 50 pounds in weight, that there is no length limitation on palm fronds, and that Christmas trees will be presented whole or in sections that in either case shall not exceed 8 ft. in length or 50 pounds in weight. In the event that Vegetative Waste is not presented as stated in this paragraph, the Contractor shall tag the pile with an Authority provided tag, and shall not be required to collect the non-conforming material until the first regularly scheduled collection day after the customer has properly presented the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Bulk trash shall be limited to three (3) items per week, and collected on one of the two regularly scheduled garbage collection days. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings and other like structures or debris generated by major remodeling/construction projects. Contractor is required to collect a maximum of two (2) cubic yards of C&D per week on one of the two regularly scheduled garbage collection days per dwelling unit. In the event that the customer places more than two (2) cubic yards of C&D for Collection, the Contractor shall tag the pile with an Authority provided tag, instructing the customer to contact the Authority for a removal estimate. Contractor shall follow same guidelines as vegetative estimates stated above. The Contractor shall have a reliable expectation that small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container. There shall be no weight limit for any item of Bulk Trash.



In the event Bulk Trash contains Chlorofluorocarbons (CFCs), the Contractor shall collect the Bulk Trash item separately in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County.

2. **Accessibility:** Contractor shall collect all Residential Solid Waste and Vegetative Waste placed Curbside where the edge of the waste is within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, if the edge of all Residential Solid Waste and Vegetative Waste to be collected is within two (2) feet of the sidewalk, the Contractor shall be required to collect it.

In the event there is no other accessible location available to the customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, the Contract Administrator to approve an alternate Collection location. Contract Administrator's decision regarding the approval of a suitable alternate Collection location shall be final.

For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County or special district, or a road on private property for which an easement has been granted to the public and when such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is so certified by the Contract Administrator, or the residential structure is located in such a manner as to prevent access to the Residential Solid Waste by the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event the customer and the Contractor cannot agree on an alternative location the Contract Administrator shall designate the alternative location, and the Contract Administrator's decision shall be final. Regardless of any accommodation made pursuant to the facts described in this paragraph, Vegetative Waste must continue to be placed curbside.

Except in the case described in the previous paragraph, if the customer requests Special Services, such as back door service, these services shall be billed directly to the customer by the Contractor in accordance with Exhibit B. In the event that a Special Service request is not listed in Exhibit B, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Contract Administrator shall determine the cost, and such determination shall be final.

3. ~~Carts: Contractor shall deliver each Curbside Residential unit one Cart, and be responsible for all maintenance, repair, and replacement. Upon the completion of this Agreement Carts will be property of the Authority. A Cart monthly maintenance fee, as set forth in Exhibit B.~~



~~will be paid to the Contractor by the Authority. Carts must meet all specifications as set forth below:~~

- ~~1. Each Cart shall consist of a body, lid, wheels, axle, and necessary accessories;~~
- ~~2. Carts will be procured in 46-48, 64-66 and 94-96 gallon sizes with gray body and gray lid;~~
- ~~3. The wheeled Carts shall be designed to contain solid waste materials including garbage, refuse, and rubbish;~~
- ~~4. Carts shall have the Authority's logo hot stamped onto the top half of the two opposite sides (neither the front nor back) of the cart body. The logo shall be approximately 8 inches high by 8 inches wide. Camera ready artwork will be provided as well as the defined color(s) at the time the contract is awarded;~~
- ~~5. The Carts shall be designed to be dumped by both semi-automated and fully-automated disposal truck systems;~~
- ~~6. The Carts shall be designed to be fit with axles which do not require holes or bolts through the body, to eliminate potential leakage of liquids escaping odors or entry of insects;~~
- ~~7. All Carts must meet all ANSI (American National Compliance) Standards;~~
- ~~8. Lid shall not be ventilated and shall be held closed by its own weight;~~
- ~~9. An arrow pointed in the direction of the front of the Cart shall be molded into the top of the Cart's lid; and~~
- ~~10. Printed on the top of the lid in block letters not obstructing other information:~~

~~"GARBAGE ONLY"~~  
~~"NO HAZARDOUS WASTE"~~

~~The Contractor's residential curbside Solid Waste, Yard Waste, and Recycle collection vehicles shall be equipped with 3<sup>rd</sup> Eye Digital or comparable monitoring system. Data acquired through set monitoring system shall be available to the Contract Administrator and the Authority Customer Information Service (CIS) office personnel upon request. All requested information shall be provided in a timely manner to avoid assessment of Liquidated Damages as authorized pursuant to this Section 19.B.~~

- B. Containerized Residential Solid Waste Collection Services:** The initial Containerized Residential Collection Service provided by this Agreement shall be as set forth in this Section 4.B and shall continue until such time as the Contract is terminated.
- 1. Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. A minimum of once per week service



is required of all customers, or such other minimum frequency as provided by law. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive once a week service during off-Peak Times of the year and up to three times per week Collection service during Peak Times, as required, at no additional cost to the customer as long as the average is two times per week on an annual basis. The size and location of the Container and frequency of collection (more than the minimum of once per week) shall be determined by the Contractor and the residential complex in accordance with this Agreement. However, size and frequency shall be sufficient to provide that no Residential Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. In the case of an unresolved dispute, the Contract Administrator shall resolve such issue. The Contractor shall be paid the appropriate containerized unit collection rate in accordance with Exhibit B. Any service requested by the residential complex above three times per week or greater than the two times per week annual average, with the exception of Bulk Trash collection, shall be paid in accordance with the "commercial solid waste collection" rates in Exhibit B.

The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. A community may request a roll-off container for bulk waste collected one (1) time per week in accordance with the maintenance fees set forth in Exhibit B. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator, whose determination shall be final. In the event Bulk Trash contains Chloroflorocarbons, (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical containers (e.g., Carts) may be utilized.

The Contractor shall provide Containers and charge the customer the approved monthly container maintenance fees as necessary. Commercial Container monthly maintenance fees, terms, and provisions contained in the Agreement shall also apply to Containers utilized for residential service. Customers may own their Container(s) provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

The Contractor shall collect all Residential Solid Waste placed in a Container or alternate Carts, and shall not be required to collect Residential Solid Waste that is not so placed. The Contractor has a reliable expectation that Vegetative Waste will not be commingled with Garbage. Where Carts are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.



All Containers and Compactors provided by the Contractor shall be in good condition. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification, sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. Contractor may charge the customer for any Container maintenance in accordance with the rates set forth in Exhibit B. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The Contractor shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition.

3. **Service Interruption:** The Contractor may not stop service to a residential containerized customer for non-payment of fees for Container monthly maintenance or special services without notification by certified letter to the Contract Administrator or his designee and the customer at which time the Contract Administrator shall have five (5) Business Days following receipt of such notice to investigate and respond.

**C. Commercial Solid Waste Collection Service:** The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of once-a-week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor Container shall have the ability to receive service on an on-call basis provided the roll-off Compactor is free from leaks or spillage. Permanent roll-off and Compactor Containers must be collected within 24 hours of customer request. There shall be no odor at any time emanating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Authority proves the roll-off Compactor violates any of the above criteria, the Contract Administrator will determine the frequency of service. The size of the Container and the frequency of collection shall be determined between the customer and the Contractor. However size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.
2. **Method of Collecting:** Service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, Carts may be utilized. Commercial small waste generators who generate less than one (1) cubic yard per week may purchase up to two (2) Carts, and shall be charged the monthly rate and Cart maintenance fee, as set out in Exhibit B.

The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such customer provided Containers shall be of a type that can be serviced by the Contractor's equipment. All Commercial Solid Waste shall be placed in a Container,



**Compactor or Cart.** Vegetative Waste shall not be commingled with Garbage. All Carts, Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

All Carts, Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container and any other labeling as may be required by Authority rule. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. The Contractor may charge the customer in accordance with the rates set forth in Exhibit B.

In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service until the Compactor is repaired or replaced. The Contractor may charge the customer for collection and disposal only in accordance with rates set forth in Exhibit B.

**3. Level, Type and Disclosure of Rates for Commercial Collection and Other Services:**

- a. **Commercial Collection Service:** The Contractor shall only charge rates as set out in Exhibit B or as otherwise allowed by this Agreement. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement on level of service, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit B. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, Special Service(s) fees and Container monthly maintenance charges except as otherwise provided in this Agreement.
- b. **Disclosure:** By October 1<sup>st</sup> of each year of this Agreement, the Contractor shall provide the customer an annual disclosure statement which may be placed either directly on the billing statement generated by the Contractor's billing system or on a separate cover letter included with the billing statement, and provide a Level of Service form as provided in Exhibit B. Contractor shall send a residential containerized and commercial customer list to the Authority as well as a master copy of the disclosure statement which includes the following language:



### "REGULATION BY THE SOLID WASTE AUTHORITY"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Services Agreement are regulated by a franchise granted by the Solid Waste Authority of Palm Beach County. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Contract Administrator at 1-866-792-4636.

### "COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the container monthly maintenance fee as approved by the Authority. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at no cost to the customer or the Authority.

### "SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates are fixed by the Solid Waste Authority. A copy of these rates can be obtained from the Contractor or Contract Administrator.

### "RATES FOR SERVICES"

The statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recovered Materials, DISPOSAL based on a cost per cubic yard; ~~CONTAINER MAINTENANCE expressed in a monthly flat rate based on the size of the Container,~~ and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid waste and recycling collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.



- D. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service, ~~including curbside Cart maintenance fee~~ in accordance with Exhibit B. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service at rates not to exceed those initially set out in Exhibit B as adjusted in subsequent years in accordance with Section 6 and Exhibit C. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
- E. Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday, except as otherwise provided for following a holiday as detailed in Section 4.A.1. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00a.m. and 5:00p.m. Monday through Saturday. Other non-residential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. Routes and Schedules:** The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

The Contract Administrator or designee shall review requested day or starting point change(s) to routes and approve or deny the request(s) within 10 Business Days. The Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, the Contractor shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Authority. Notification of day or starting point changes to routes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Authority and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. The Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

## **5. RECYCLING COLLECTION SERVICE:**

The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The Authority or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the Authority or its designee. Unless otherwise provided for in this Agreement, all Recovered Materials collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to the Authority's Recovered Materials Processing Facility or an Authority transfer station, or other facility designated in writing by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall retain the right to continue to provide Commercial Recycling Collection Service to contractor's existing Commercial Recycling Collection Service customers in the Service Area, including the delivery of said materials to





facilities not designated by the Authority, under agreements effective and in place as of the date of award of the franchise governed by this Agreement for the term of said agreements. Unless specifically provided to the contrary herein, Contractor shall not compete with the Authority for Recovered Materials within the Franchise area. Recovered Materials collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those in Federal, State and local laws, regulations and rules, including rules of the Authority, this Agreement prevails. Contractor shall, upon request of the Authority, provide Authority with a list of all Commercial Recycling Collection Service customers in the Service Area as of the effective date of this Agreement, which list shall include the expiration date for each such customer.

**A. Curbside Residential Recycling Collection Services will be governed by the following terms and conditions:**

- 1. Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week on a scheduled route basis which shall coincide with the regularly scheduled solid waste collection pick-up days.

Recovered Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place in a solid waste collection vehicle or Cart. Commingling of Solid Waste with Recovered Materials shall be subject to assessments as set forth in this Agreement. Recovered Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials. Said vehicle shall contain signage designating the vehicle as such and include the Authority's toll-free new bin telephone number.

- 2. Accessibility for and Manner of Curbside Recycling Collection:** Contractor shall collect all Recovered Materials placed in a Recycling Container or paper bag and additionally cardboard and/or paper bags, which may be placed beside the container, when any edge of said Recovered Materials is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, paper bags, bundles, or cardboard, as the customer sets out. Cardboard and/or paper bags shall be collected if placed next to, or inside, the Recycling Container(s). Where the resident is physically unable to deliver Recovered Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to prevent access to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.



- 3. Recycling Containers:** ~~The Contractor~~ shall ensure distribution of Recycling Containers as supplied by the Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Authority. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.
- B. Containerized Residential Recycling Collection Services** will be governed by the following terms and conditions:
- 1. Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Recycling Service to Dwelling Units as are designated by the Authority that are located in the Service Area. Containerized Residential Recycling Service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below, and up to twice a week as necessary during Peak Times of the year.
  - 2. Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recovered Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recovered Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple unit residential complex or development being serviced) and the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. If there is a large amount of cardboard placed outside of the Container (i.e., in the case of a 101 gallon Container), an alternate, larger Container shall be provided, upon agreement by the customer and the Authority. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.
- C. Commercial Recycling Collection Services:** The Contractor shall provide Commercial Recycling Collection Services on behalf of the Authority for any business in the Service Area where the Authority has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.
- 1. Conditions and Frequency of Service:** The Contractor shall provide Commercial Recycling Collection Services to all businesses or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recovered Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recovered Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recovered Materials generated by the customer. The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.



Compactors may be obtained by customers from any source provided that such Compactor be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the Recovered Material without spillage. All Commercial Recovered Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. All Containers and Compactors provided by the Contractor shall be clearly labeled to indicate they hold Recovered Materials only.

Recovered Materials shall not be commingled with other solid waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place them in a Solid Waste collection vehicle. Commingling of Recovered Materials with Solid Waste shall subject the Contractor to assessments as set forth in this Agreement. Recovered Materials set out for collection by customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials and shall be delivered to a facility designated by the Authority. Said vehicle shall contain signage designating vehicle as such and include the Authority's toll-free new bin telephone number (1-866-639-2467).

Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

2. **Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit B. The Contractor will be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement.
3. **Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recovered Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a Recovered Materials dealer or other person or entity properly registered to engage in the Recovered Materials business in Palm Beach County, whether for profit or nonprofit, from accepting and transporting commercially generated, Source Separated Recovered Materials from such commercial generator, provided however, that such activities are subject to applicable State and local laws, regulations and rules, including rules of the Authority, and provided that the transporter reports such information to the Authority in accordance with applicable State and local laws and rules, including rules of the Authority.



- D. Authority Public Drop-off Recycling Collection Services:** The Contractor shall provide Public Drop-off Recycling Collection Services to all Authority Public Drop-off Locations within the unincorporated and municipal areas of the Service Area at the approved Commercial Recycling Collection Service collection rate set out in Exhibit B as may be adjusted in accordance with Section 6 and Exhibit C. The Authority will provide the containers. The frequency of collection shall be sufficient to provide that no Recovered Materials need be placed outside the Container and shall be determined by the Authority. The Contract Administrator or his designee will establish the number of Containers to be collected and frequency of collection as defined in Exhibit F. The Authority has the right to add or remove up to five (5) containers annually and/or increase or decrease service as deemed necessary.

The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times. Public Drop-off Commercial Recycling Container collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday.

The Contractor shall bring Recovered Materials collected from the Public Drop-off locations to the Authority owned Recovered Materials Processing Facility or an Authority transfer station.

Authority owned Public Drop-off Recycling Collection Containers damaged by the Contractor shall be replaced at no charge to the Authority within three (3) Business Days.

- E. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service.

The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in Exhibit B. The rate set out in Exhibit B shall be adjusted in subsequent years in accordance with Section 6 and the Payment Adjustment Schedule (Exhibit C). The Authority shall provide recycling Containers for commercial customers utilizing a 95 or 101 gallon Container(s) at no charge to the Contractor or customer. The Contractor may be asked to bill the Authority or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service, at the rate set out in Exhibit B, as determined by the Contract Administrator.

- F. Hours of Collection:** Curbside Residential Recycling Collection Service shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday, except as otherwise specified in Section 4.A.1. Dwelling Units receiving Containerized Residential Recycling Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. Other non-residential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

- G. Routes and Schedules:** Route and schedule changes shall be handled as specified in Section 4, Paragraph F.



**H. Replacement of Recycling Containers for Residential Dwelling Units:**

1. The Contractor will replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or its personnel (including agents, employees or subcontractors) in accordance with Section 10, and report all such replacements to the Authority. Such replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Authority with the cost for replacement containers deducted from the Contractor's monthly fees.
2. The Authority, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Authority and lost or damaged by the occupant of a Dwelling Unit, and the Contractor shall report all such replacements to the Authority.
3. The Contractor shall promptly deliver Recycling Containers or Containers as requested by the Authority on behalf of the residential customers for the purpose of excess Recovered Materials or for new residential customers.

- I. Contaminated Recovered Materials:** In the event the curbside customer places Solid Waste in the Recycling Container(s) or Container(s), the Contractor must place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason for non-collection. Contamination stickers will be provided to the Contractor by the Authority. In the event the curbside customer places fiber and commingle material mixed together in either container, Contractor may leave the material but must place a contamination sticker on the container(s) advising the customer of the reason for non-collection.

In the event the Contractor is unaware that a load of Recovered Materials collected pursuant to Residential Containerized Recycling Collection or Commercial Recycling Collection is commingled with Solid Waste, and the Contractor is charged a disposal fee by the Authority, the Contractor is authorized to make an effort to identify the customer responsible for the contamination and charge the customer the applicable disposal charges based on the size of the container serviced for that customer.

- J. Recovered Materials Processing Facility:** The Contractor shall deliver all Recovered Materials collected pursuant to this Agreement from the Service Area to the Solid Waste Authority RMPF, or a SWA transfer station or other facility designated, in writing, by the Contract Administrator.
- K. Change in Scope of Recycling Collection Service:** From time to time, at the sole option of the Authority, it may be necessary to modify the scope of Recovered Materials that will be included in Recycling Collection Service. Should this occur, the Authority and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.



## 6. CHARGES, RATES AND LEVEL OF SERVICES:

- A. Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services with the exception of those specifically excluded, the charges shall be initially based on the rates established in Exhibit B, and as subsequently adjusted pursuant to this Agreement. For all cost components other than fuel, the Contractor shall receive an annual adjustment in the Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service, and Commercial Solid Waste Collection Service and Residential Recycling Collection Service rates. At the end of the first year of this Agreement, and each year thereafter, the adjustment shall be made as set out in Exhibit C.

Additionally, for Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service the Contractor shall receive a biannual fuel price adjustment for the fuel cost component as set out in Exhibit C.

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Authority Board. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Authority and the Contractor.

### B. Billing, Collection, and Payments:

1. The Authority will be responsible for the billing and collection of payments for those units included in the Authority's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Authority shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Authority collects from customers for such service. Payments from the Authority to the Contractor will be due and paid no later than the tenth day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the Authority shall provide to the Contractor the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the Authority shall provide to the Contractor a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of this Agreement, the Authority shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Authority's Fiscal Year will be added to the customer service list and payment will be paid by the Authority to the Contractor in the Contractor's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Authority to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a



**Certificate of Occupancy.** After the first year of the Agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcel was not included on the annual assessment roll provided by the Authority, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the Authority, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Authority has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the Authority reserves the right to correct any errors of omission or commission per the laws and rules that govern the Authority. In the event the Authority pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.
- C. Solid Waste Disposal Costs:** Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit B. ~~Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement.~~ The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit B. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.
- D. Extraordinary Rate Adjustment:** The Contractor may petition the Authority at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Authority may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Authority Board, in its sole discretion, may approve or deny the request, in whole or in part, within 120 days of receipt of the request and all other additional information required by the Authority.
- E. Franchise Fee:** To compensate the Authority for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the Authority a fee of three percent (3%) of all gross revenues charged for services or operations conducted in the Service Area in accordance with Exhibit E. Solid Waste disposal costs paid by the Contractor to the Authority under this



Agreement shall be deducted from the gross revenue total prior to calculation of the franchise fee due to the Authority. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. Misrepresentation of revenues by Contractor shall result in the following: 1) Contractor must pay the Authority the calculated difference determined from the misrepresentation within five (5) Business Days; 2) Contractor must pay an additional 20% assessment based on the misrepresented amount; 3) Contractor shall submit a Certified Financial Statement on a quarterly basis for the remainder of the Agreement. Such Certified Financial Statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting practices.

- F. Exclusive Franchise:** Authority agrees to assist the Contractor in taking timely action against any entity violating, and/or in defense of, the Contractor's exclusive franchise rights granted under this Agreement.
- 7. HOLIDAYS:** The Contractor shall not be required to perform Collection on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recovered Material and Vegetative Waste not collected from curbside service customers on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. Residential Solid Waste and residential Recovered Material not collected from container service customers shall be collected on the next Business Day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide collection of Commercial Solid Waste, Commercial Recovered Material, Residential Solid Waste, Vegetative Waste and Residential Recovered Material and provide for operations personnel to accept calls from the Authority and the Contractor's customers.
- 8. SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit B. In the event the requested special service is not included within Exhibit B, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.
- 9. PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the Authority with the Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the Authority. Additionally it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recovered Material or solid waste as specified within this Contract to the Authority.
- The Commercial Recycling customer will also be notified, by the Authority through the Contractor, about special commercial recycling events, workshops, educational forums and symposiums and other activities, as needed.
- 10. TREATMENT OF CONTAINERS:** The Contractor shall collect Residential Solid Waste, Vegetative Waste and Recovered Materials and Commercial Solid Waste and Recovered Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Unless





otherwise specified in this Agreement, any Cart, Vegetative Container, Container, Compactor or Recycling Container requiring repair, replacement or delivery for whatever reason shall be repaired and/or replaced or delivered within five (5) Business Days of the request of the customer or the Authority. Unless otherwise specified in the Agreement, any Cart, Vegetative Container, Container, Compactor or Recycling Container damaged by the Contractor or reported in poor condition by the customer or the Authority shall be repaired or replaced at the Contractor's expense. Unless otherwise specified in the Agreement, for Recycling Containers provided to the Contractor by the Authority, the cost of Recycling Containers provided to replace those damaged by the Contractor or reported in poor condition by the customer or the Authority shall be deducted from the Contractor's monthly fees. The Contractor shall neatly re-place the Cart, Container, Recycling Container and Vegetative Container to the point of collection.

#### **11. PERSONNEL OF THE CONTRACTOR:**

- A. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- B. Supervisory personnel must be present to direct operations on all routes in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with Contractor's name and office telephone number.
- C. Contractor shall provide personnel sufficient to complete all routes. Supervisory personnel may temporarily operate collection vehicles in an emergency situation.
- D. The Contractor shall keep all contact information provided to the Authority current at all times.
- E. The Contractor's collection employees shall wear a uniform or shirt bearing the company's name during operations.
- F. The Contractor's name and office telephone number shall be properly displayed on all Solid Waste and Recycling Collection Vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recovered Materials shall be clearly identified for that purpose.
- G. The Contractor shall provide operating and safety training for all personnel.
- H. The Contractor's employees shall treat all customers in a polite and courteous manner.
- I. The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and email address for all key personnel.
- J. In the event of a dispute between customer and Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his designee as requested by the Authority.
- K. Any employee of the Contractor who removes or diverts Solid Waste or Recovered Materials from the Authority's system without authorization shall be prohibited from providing Solid Waste or Recovered Materials Collection services under this Agreement.



- 12. SPILLAGE:** The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Solid Waste, Vegetative Waste and Recovered Materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Authority or the customer within two (2) Business Days unless otherwise specified within this Agreement.
- 13. SOLID WASTE AND RECOVERED MATERIALS PROCESSING FACILITIES:** All Residential Solid Waste, Vegetative Waste, and Recovered Material, and all Commercial Solid Waste and Recovered Material collected by the Contractor in the Service Area(s) pursuant to this Agreement shall be hauled to a Designated Facility. For all Service Areas the Contractor is free to use any suitable Designated Facility.

The Contract Administrator may specify in writing facilities not owned by the Authority as Designated Facilities. These facilities are supplemental to the facilities owned by the Authority. The Authority does not guarantee the continued availability of facilities not owned by the Authority. In the event a Designated Facility not owned by the Authority is unavailable, closes, or has its Designated Facility status revoked, Contractor shall use an alternate Designated Facility at no charge to the Authority.

Facilities managed and operated by the Authority, are periodically closed for maintenance an average of 30 Business Days every five (5) years. In the event a Designated Facility is closed, the Contractor shall take the Solid Waste, Vegetative Waste and Recovered Materials to another Designated Facility at no charge to the Authority, except as limited herein.

In the event an Authority owned Designated Facility closes more than 30 Business Days in a five (5) year period, for all routes in any Service Area, Contractor shall receive additional compensation for the additional travel time to an alternate Designated Facility. Contractor's rates shall be increased to 1.08 times the rate set out in Exhibit B, as adjusted by Exhibit C, if applicable, for each Business Day the Authority-owned Designated Facility is closed in excess of thirty (30) Business Days and for each type of waste or Recovered Material for which acceptance is unavailable.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Curbside Residential Recycling Collection Service or Containerized Residential Recycling Collection Service delivered to the Designated Facility contains more than 10%, by volume of the total load, material which is not Recovered Material or that there is more than 5% fiber products within the commingled Recovered Material or 5% commingled Recovered Material by volume within a load of fiber, the Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Commercial Recycling Collection Service delivered to the Designated Facility contains more than 10% by weight or volume of the total load of solid waste, trash or commingle within a load of paper products, the Authority has the right to reject the load and to charge Contractor the full disposal fee for each ton within the load. The Contractor may pass this cost through to a commercial customer in the event that the Contractor can prove that the customer caused the contamination to the

satisfaction of the customer. It is the responsibility of the Contractor to notify the Authority of any customer who has repeatedly contaminated the Recovered Materials.

The Authority currently operates a Dual Stream recycling program for both residential and commercial Recovered Materials. If at any time during the term of this Agreement the Authority begins to accept Single Stream Commercial Recovered Materials, the Authority reserves the right to designate a specific subset of facilities for the receipt and pre-processing of the material. The Authority shall designate at least one facility in each Service Area. In the event the Authority fails to designate at least one facility in a Service Area(s), Contractor's rates for Commercial Recycling Collection for those accounts receiving Single Stream Commercial Recovered Material Collection service shall be increased to 1.08 times the rate set out in Exhibit B, as adjusted by Exhibit C, if applicable, for each Business Day no such designated facility is provided in the Service Area(s).

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.
15. **VEGETATIVE WASTE:** All Vegetative Waste shall be collected separately from Residential Solid Waste and Recovered Materials. Contractor is not required to collect debris generated by Land Clearing activity which includes, but is not limited to, stumps, tree trunks and logs.
16. **SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:** The Contractor shall not be required to collect and dispose of Special Waste.
17. **OFFICE AND EQUIPMENT YARD:** The Contractor shall maintain an office within Palm Beach County where complaints from the Authority and commercial customer inquiries shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and shall be open during normal business hours and shall have local customer service and sales representatives sufficient to provide adequate phone coverage and assistance to customers within their own Service Area(s) from 8:00 a.m.



to 5:00 p.m., Monday through Saturday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide a dedicated email address and computer with internet access to receive complaints from the Authority. The contractor must have a fax machine and dedicated fax line to be utilized in the event of a computer system malfunction. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The Contractor shall provide a contact person for the Authority to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Authority direction or situations requiring immediate attention. An equipment yard must be established no later than September 1, 2019. Failure to establish an office and equipment yard may result in loss of franchise. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement.

18. **COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or his designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 12:00 noon the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than 12:00 noon the next business day.

When the Contract Administrator or his designee notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint by 12:00 noon on the next Business Day after its receipt. If a complaint cannot be resolved by 12:00 noon on the next Business Day following the scheduled Collection day, the Contract Administrator shall be notified in writing of reason for non-resolution of the complaint.

Non-conforming Solid Waste, Recovered Materials and Vegetative Waste not properly tagged by the Contractor shall be collected by the Contractor by 12:00 noon on the next Business Day following the scheduled Collection day. Complaints of sloppy service provided by Contractor, including, but not limited to Solid Waste, Recovered Materials or Vegetative Waste being left in the roadway or Carts and Vegetative Containers not being returned to point of collection on the scheduled Collection day shall be resolved by 5:00 p.m. on the same day.

The Contractor shall investigate and provide the Contract Administrator or his designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and Carts, which shall be repaired or replaced within three (3) Business Days. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.



**19. QUALITY OF PERFORMANCE OF CONTRACTOR:** It is the intent of this Agreement to ensure that the Contractor provides high quality services. The following constitute violations of this Agreement that have negative impacts on the Authority and the public, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise. The parties readily acknowledge that given the nature of the subject matter and performance required under this Agreement, the actual amount of damages, if any, that may be assessed is not able to be determined at the time of execution of this Agreement.

**A. Complaints:** All complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 12:00 noon on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received from curbside customers exceed the following annual or monthly allowable complaint(s), the Contract Administrator shall impose as liquidated damages the amount of \$200.00 per incident to reimburse the Authority for the cost of receiving, logging, investigating, and following up on the complaint.

Complaint Type	Service Area 2 (Monthly Total)
Garbage, Trash and Damage	45
Recycling	35
Vegetation	155

**B. Other Administrative Charges:** In addition to the liquidated damages provided for in Subsection 19.A related to customer complaints, the Contract Administrator may, without regard to the percentage of customer complaints, also impose liquidated damages at the rate of \$200.00 per day per incident for any other infraction of this Agreement to reimburse the Authority for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

1. Failure to provide clean, safe, sanitary equipment;
2. Failure to maintain office hours as required;
3. Failure to provide documents and reports in a timely and accurate manner;
4. Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, Cart, Vegetative Container or mailbox within the required time period;
5. Failure to clean spillage other than the clean-up required by the Palm Beach County Health Department, as provided in Section 19.C.7 below;
6. Failure to cover and or secure materials on collection vehicles;
7. Collection employees out of uniform;
8. Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
9. Failure to provide schedule and route maps;
10. Using an improper truck for the specific service provided;
11. Failure to submit a disclosure notice to either a customer or the Contract Administrator;



12. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Authority, for the purpose of tracking and verifying countywide recycling activity;
13. Failure to collect Recovered Materials, Solid Waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12 month period;
14. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
15. Failure to place a contamination sticker in Recycling Containers, as required;
16. Failure to repair damage to property resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days;
17. Failure to return calls to the Authority in a timely manner;
18. Failure to provide a supervisor on routes to direct operations in safe and satisfactory manner;
19. Failure to remove Vegetative Waste tagged in accordance with Section 4.A.1 within 72 hours will result in a \$200.00 liquidated damage assessment each day until Vegetative Waste is removed.

**C. Major Prohibitions and Liquidated Damages:** The following constitute serious violations of this Agreement that have negative impacts on the Authority and the public, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise. The parties readily acknowledge that given the nature of the subject matter and performance required under this Agreement, the actual amount of damages, if any, that may be assessed is not able to be determined at the time of execution of this Agreement.

1. **Mobilization and Preparation:** Prior to the commencement of the term of this franchise Agreement, the Contractor shall prepare for the collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the requirements as set out in Exhibit G. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit G, the Authority has the right to assess and collect liquidated damages in accordance with Section 19.C.1. Failure to meet the deadline of more than two tasks may lead to loss of the exclusive franchise for each Service Area.
2. Failure to meet the requirements in accordance with Section 48 will result in a \$10,000 liquidated damage assessment for each task deadline missed to compensate the Authority for costs, including additional supervision, associated with assisting the Contractor in getting back on schedule.
3. Intentionally commingling Solid Waste, Vegetative Waste and/or Recovered Materials (including commingling recovered fiber with recovered commingle material, or recovered dual stream material with recovered single stream material in the event that the Authority authorizes single stream Commercial Recycling Collection Service) is prohibited and may result in liquidated damages in the amount of \$5,000.00 per incident to reimburse the Authority for the cost of inspecting, sorting, handling and disposing of the contaminated load, and the costs associated with potential injury to employees and workers who are exposed to said contamination, and upon the fifth offense may constitute default of contract and result in loss of Franchise.



4. Changing routes, including the starting point of a route without approval from the Authority or notification to the Authority and the customer is prohibited and will result in liquidated damages of \$2,000.00 per incident to reimburse the Authority for the costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the Authority or customer.
5. Billing commercial customers service charges unauthorized by this Agreement, such as special fuel surcharges, handling charges or billing charges, is prohibited and will result in the assessment of liquidated damages in the amount of \$500 per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and the customer, and coordinating the reimbursement to the customer for all non-approved charges. Contractor shall also be required to reimburse the customer for all non-approved charges paid by the customer.
6. Violating the exclusive Franchise in another contractor's Service Area without approval from the Authority is prohibited and will result in the assessment of liquidated damages of \$5,000.00 per incident to compensate the Authority for managerial, and investigative costs associated with defending and reinstating the exclusive Franchise rights of the Authority's franchisee, in addition to reasonable attorney's fees incurred by the Authority. Additionally, Contractor will be required to pay restitution to the offended contractor in an amount equal to the contractor's lost collection charges at the rate per cubic yard, or pull, whichever is applicable, as of the time of the infraction for every cubic yard, or pull.
7. Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of \$2,500.00 per day, per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Authority retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.
8. The Contractor, providing Collection service on behalf of the Authority, excepting as provided for in Section 5, is required to deliver all Commercial and Residential Solid Waste, Vegetative Waste and Recovered Materials collected pursuant to this Agreement to disposal facilities and/or Recovered Materials Processing Facilities, designated by the Authority. Diversion of these materials to any facility not designated by the Authority without the written consent of the Contract Administrator, whether within or outside Palm Beach County, is prohibited and will result in the following assessments:

The first offense will result in the assessment of liquidated damages in the amount of \$100,000.00 to compensate the Authority for the investigative and legal costs and expenses incurred to ascertain and quantify the extent of the violation. Additionally, in the case of Solid Waste, the Contractor shall reimburse the Authority for lost revenue based on the per



ton tipping fee for garbage in effect at the time of the offense for each ton of material diverted, plus reimbursement for lost energy revenues, if any. In the case of Recovered Material, in addition to liquidated damages, the Contractor shall reimburse the Authority for lost net revenue based solely on the then current average commodity value as determined by Authority sales and the then current incremental processing cost paid by the Authority for processing at the Authority-owned Recovered Materials Processing Facility.

The second offense may result in loss of franchise(s) and a ten (10) year ban on the ability to bid on future Solid Waste Authority of Palm Beach County Solid Waste and Recycling Collection Services.

Provided that the Contractor provides timely notification to the Authority, and notwithstanding the above, the parties agree that it is not the intent of this subsection to punish the Contractor, beyond the payment of restitution, for the random, infrequent or inadvertent actions of an employee, acting in a manner other than as directed by the Contractor, that result in the diversion of materials from an Authority approved facility.

The unauthorized diversion of Solid Waste and/or Recovered Materials from the Authority system, in addition to being a violation of this Agreement, is prohibited by Solid Waste Authority Rule 5, regulating Solid Waste Collection and Disposal, and Rule 6, regulating Recovered Materials Collection and Processing. To the extent allowed by law, the imposition of the above liquidated damages is in addition to any fines or penalties that may arise out of any proceeding, criminal or civil, for violations of the Palm Beach County Solid Waste Act (Ch. 2001-331), any Authority rule, or any other Federal, State, or local act, ordinance, resolution or rule.

9. Failure to complete a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of \$2,000.00 for each route/community per day not completed to reimburse the Authority for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional \$2,000.00 assessment for each route/community not completed.
10. Failure to make a Good Faith Effort to utilize the services of the subcontractors and suppliers listed in the Contractor's Subcontractor/Supplier Utilization Plan in the manner and in the amounts specified therein shall result in the imposition of Liquidated Damages in an amount up to the difference between the dollar amounts specified in the Subcontractor/Supplier Utilization Plan and the amount actually spent.
11. Further, failure to make a Good Faith Effort to achieve the S/M/WBE goal shall be considered by the Authority as a Material Breach of the Agreement, and further, shall constitute a Default of Contract subject to the provisions of Section 29 and shall be cause for debarment in accordance with the Authority's Purchasing Manual, Section 11, paragraphs D or E and





Section 29 of this Agreement. For the purpose of this section, and notwithstanding anything to the contrary in the Purchasing Manual or herein, such action shall only be imposed by the Governing Board of the Solid Waste Authority and only subsequent to a public hearing before the Board during which hearing the Contractor shall have the opportunity to present facts and evidence in its defense.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the Authority Board and present its defense to such assessment.

The Authority shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Authority Board will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision in accordance with the applicable Florida Appellate Rules.

**D. Filing of Requested Information and Documents:**

1. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to residential and commercial Solid Waste and Recovered Materials Collection services that is requested by the Authority. All Solid Waste (including Vegetative Waste) and Recovered Materials tonnage collected by the Contractor in the Service Area during each month, whether residential or commercial, shall be reported accurately to the Authority, in a format and with such dates as specified by the Authority, on or before the 10th day of the following month.
2. The Contractor shall file and keep current with the Authority all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Authority, in a format acceptable to the Contract Administrator, that all required documents are current and on file with the Authority.
3. The Contractor shall provide the Authority on a quarterly basis a list of all commercial customers and containerized residential customers within the Service Area. The list shall include at a minimum the customer name, customer contact person, customer contact telephone number, service address, compactor or container size, level of service and monthly invoice amount.
4. Failure to file any document or report within three (3) Business Days of the required filing date, except where granted an extension by the Contract Administrator, may result in the assessment of liquidated damages as authorized pursuant to this Section 19.B.



**20. NATURAL DISASTERS:** In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. However the Authority and the Contractor may mutually agree to execute a temporary agreement under which the Contractor will collect debris generated by a natural disaster. Contractor shall have a reasonable expectation that under a separate agreement or agreements, the Authority will procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the Authority and the debris collection contractor in the aftermath of a natural disaster in an effort to return the county to its pre-disaster state, and resume normal collection services.

**21. FORCE MAJEURE:** Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure event, give written notice to the other party describing the Force Majeure preventing continued performance of the obligations of this Agreement.

**22. PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the Authority within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the Authority to engage in the business of Collection in Palm Beach County, shall constitute an event of default.

**23. PERFORMANCE BOND:** The Contractor shall furnish to the Authority a performance bond executed by a surety company rated A- VII or higher by A.M. Best & Co., having a successful record of continuous operation, and licensed, admitted and authorized to do business in the State of Florida or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit D, attached. A clean, irrevocable letter of credit or bond, either of which meeting the requirements of this section, may be substituted for the other upon approval by the Authority. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to Authority legal counsel and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the Authority as obligee and it shall provide that bond(s) shall not be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Authority. A current performance bond or letter of credit evidencing required coverage must be in force and on file at the Authority at all times.

**24. INSURANCE:**

- A. Worker's Compensation Insurance:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.
- B. Liability Insurance:** The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such insurance shall be with an insurance company with a current AM Best Rating of A- VII or better, and authorized to do business in the state of Florida and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or Indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain \$5,000,000.00 in umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Authority, a political subdivision of the State of Florida, as an additional insured as its interests may appear and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the Authority. Current certificates of insurance evidencing required coverage must be on file with the Authority at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless Authority under the provisions of Section 25 of this Agreement.

- 25. INDEMNIFICATION:** The Contractor will indemnify, save and hold the Authority harmless from any and all liabilities, losses or damages the Authority may suffer as a result of claims, demands, costs or judgments against the Authority arising out of the acts or omission of the Contractor or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of this Agreement and the work to be performed thereby. The Contractor shall not be responsible for nor be required to indemnify or hold the Authority harmless for any act, omission, negligence or other liability to the extent caused by the act or omission of the Authority or any one of its employees or agents.
- 26. ACCESS AND AUDITS:** The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services for every year of the Agreement and for five (5) years following the end of the term of this Agreement. Upon request, the Authority or its designee shall have the right to review all records maintained by the Contractor upon 48 hours written notice. In the event that the Authority exercises its right to review under this Section within the term of this Agreement or within the five (5) year period following the end of the term of this Agreement, Contractor must then continue to maintain all records until released by the Authority. If the Contractor fails to maintain records as required pursuant to this Section or infringes the Authority's right to review said records at any time during the period beginning on the date of execution of this Agreement and ending on the date five (5) years after the end of the term of this Agreement, or in the event the Authority has exercised its right to review, the date beyond the date five (5) years after the end of the term of this Agreement that the records are released by the Authority, the Authority will suffer damage, the amount



of which is difficult or impossible to ascertain. Therefore, as a consequence of the aforementioned failure, and in addition to the liquidated damages specifically provided for in this Agreement, the Contractor shall pay to the Authority, as liquidated damages, the sum of \$1,000,000.

- 27. **POINT OF CONTACT:** All dealings, contacts, notices, and payments between the Contractor and the Authority shall be directed by the Contractor to the Contract Administrator or designee.
- 28. **NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

~~AS TO THE AUTHORITY:~~

~~Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attention: Contract Administrator Copy to: Executive Director~~

**AS TO THE CONTRACTOR:**

Advanced Disposal  
5489 Leeper Drive, Suite 200  
West Palm Beach, Florida 33407  
Attention: Carlos Mangual, Operations Manager  
Office No.: 561-471-6110 / Cell No.: 561-510-0502 / E-Mail: carlos.mangual@advanceddisposal.com

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

**29. DEFAULT OF CONTRACT:**

- A. To the extent permitted by law, the Authority may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:
  - 1. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
  - 2. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60)



days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
  4. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Authority pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by Authority to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Authority to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- B. However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the Authority may secure the Contractor's billing records (at the request of the Authority, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim collection services, the Authority may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Authority under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Authority. The cost to provide interim collection service, including all of the Authority's costs, shall be at the Contractor's expense, paid by the Authority and deducted from Contractor's payment(s).
- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of Authority and regardless of whether Contractor has corrected each individual condition of default, Contractor may be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively, shall constitute a condition of irredeemable default. The Authority shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Authority



may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement. Contractor shall be deemed to have frequently, regularly or repeatedly defaulted in the event Authority has given Contractor default notice pursuant to Section 29(A)(4) three times in any one year time period or five times cumulatively during the term of this agreement.

- D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Authority's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and the Authority shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor shall reimburse the Authority for all direct and indirect costs of providing interim collection service incurred due to the Contractor's failure to perform.
- E. Authority shall be in default ("Authority Default") under this Agreement if the Authority fails to observe or perform any of the covenants, conditions, or obligations imposed upon Authority hereunder, and such failure shall continue for a period of ninety (90) days after written notice from Contractor to Authority specifying Authority's default; provided, however, that if the nature of Authority's default is such that more than ninety (90) days are reasonably required for its cure, then Authority shall not be deemed to be in default if Authority commences such cure within such ninety (90) day period and thereafter diligently pursues such cure to completion. In the event of an Authority Default, Contractor and Authority shall attempt to negotiate a resolution of the Authority Default for a period not to exceed sixty (60) days from the later of: (i) the date that notice of the Authority Default is delivered to the Authority; or (ii) the end of any contractually provided cure period. In the event that the parties are unable to negotiate a resolution of the Authority Default and Contractor wishes to pursue the matter, Contractor shall have the right to seek specific performance of the terms of this Agreement. In the event Contractor seeks specific performance and is unable to obtain specific performance of this Agreement through no fault of Contractor, Contractor shall have the right to terminate this Agreement and/or pursue damages.
30. **PUBLIC WELFARE:** The Authority shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Materials as shall from time to time be necessary and desirable for the public welfare. The Authority shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recovered Materials set out herein shall also be liberally construed to include, but not be limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and agreement between the Authority and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.



- 31. RIGHT TO REQUIRE PERFORMANCE:** The failure of the Authority at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Authority thereafter to enforce the same. Nor shall waiver by the Authority of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.
- 32. TITLE TO WASTE:** The Authority shall, at all times, hold title and ownership to all Commercial Solid Waste, Recovered Materials and Vegetative Waste and Residential Solid Waste, Vegetative Waste, and Recovered Materials and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.
- 33. GOVERNING LAW AND VENUE:** Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.
- 34. COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations and rules.
- 35. SEVERABILITY:** The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
- 36. ASSIGNMENT:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Authority. The Authority shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Authority shall be null and void and shall be grounds for the Authority to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and Authority shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

It is the intent of the parties that no person, corporation or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(s) or holding companies, shall at any time hold or have control of more than two (2) of the four (4) Solid Waste and Recycling Collection Franchise Service Areas identified as Service Area 1, Service Area 2, Service Area 3 and Service Area 4, nor exceed this amount from the acquisition of an additional franchise.



For purposes of this section a parent, subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 10% of the stock or financial interest of another person, corporation or company.

37. **MODIFICATION:** This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.
38. **INDEPENDENCE OF AGREEMENT:** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Authority for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
39. **ANNEXATIONS AND INCORPORATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Service Area boundaries and the rights of the parties to this Agreement due to incorporation will be as provided by Florida Statutes Section 165.061, as amended, or its successor.
40. **CHANGE OF LAW:** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

41. **OTHER RATE ADJUSTMENTS:** The Authority will strictly enforce all of the provisions of the Franchise Agreement including liquidated damages clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower bidder's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low rate, may, at the Authority's sole discretion, result in cancellation of all Solid Waste and Recycling Collection Services Franchise Agreements for all Service Areas entered into with the Contractor.





## 42. EQUAL BUSINESS OPPORTUNITY PROGRAM

### 42.1 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:

The Governing Board of the Authority has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the Authority's procurement process as described in Section 6 of the Purchasing Manual, is incorporated herein.

#### A. Affirmative Procurement Initiative (API):

The Authority has applied the following contract-specific Affirmative Procurement Initiative to this contract. Contractor hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement.

#### SBE and MWBE SUBCONTRACTOR PARTICIPATION:

The Authority established a mandatory 20% participation goal for Small/Minority/Women Business Enterprise (S/M/WBE) participation in this agreement in accordance with the solicitation.

#### B. Subcontractor/Supplier Utilization Plan:

The Subcontractor / Supplier Utilization Plan submitted by the Contractor to Authority with its proposal for this contract contains the names of the certified S/M/WBE Subcontractors to be used by Contractor on this contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Subcontractor, and documentation including a description of each S/M/WBE Subcontractor's scope of work and confirmation of each S/M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of Contractor to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the Authority, and may result in debarment from performing future Authority contracts, withholding of payment up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.



### **C. Calculating S/M/WBE Participation:**

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under the agreement by the Net Revenue earned in the performance of this Agreement. Net Revenue shall be defined as Gross Revenue less the sum of the disposal charges billed to commercial customers, the disposal charges in excess of the residential credit incurred by the Contractor and paid to the Authority in performance of its services to residential customers, and the franchise fees paid to the Authority. Gross Revenue shall be defined as all revenue derived by the Contractor in performance of this Agreement, including but not limited to the monthly residential rates paid to the Contractor by the Authority, the commercial charges billed by the Contractor to the commercial customer, container maintenance charges, special services charges, and all other revenue received by the Contractor from any source in relation to this Agreement.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the Authority. For the purpose of this requirement, an eligible local S/M/WBE firm included in the Contractor's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to Bid/RFP. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the Authority's Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.

### **D. Demonstration of Good Faith Effort:**

For the purposes of this agreement, "Good Faith Effort" as defined in the Authority's Purchasing Manual, is incorporated herein. The Subcontractor/Supplier Utilization Plan is a binding part of this contract agreement which states the Contractor's commitment for the use of Joint Venture Partners and/or Subcontractors/Suppliers in the performance of this contract agreement. The Subcontractor/Supplier Utilization Plan shall state the names, scope of work, and dollar value of work to be performed by each of Contractor's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the EBO Office. The Subcontractor/Supplier Utilization Plan may be modified by submitting to the EBO Office a request for additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, or dollar values of work to be performed. Upon approval by the EBO office or its designee of the requested additions, deletions or modifications, it shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of Section 37 without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, Contractor shall follow all requirements of the EBO Program, including:

1. If awarded Contractor is unable to meet the participation requirements for S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the contractor shall seek



substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved in writing by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.

2. If, after reasonable Good Faith Efforts, the Contractor is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the contractor's inability to meet the goal requirement. In the event the contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial S/M/WBE proposed utilization, the contract may, in the Authority's sole discretion, be terminated for material breach or the Authority may impose other penalties and sanctions within the law.
3. If requesting a post-award vendor subcontracting waiver, the Contractor shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See Exhibit J). Documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted.

#### **E. Equal Business Opportunity (EBO) Program Compliance – General Provisions**

1. Contractor acknowledges that the Authority's EBO Program is in furtherance of the Authority's efforts at economic inclusion, and that Contractor's commitments, including but not limited to the Subcontractor/Supplier Utilization Plan, are part of Contractor's scope of work as referenced in the Authority's solicitation that formed the basis for contract award and subsequent execution of this Agreement. Contractor's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the M/WBE and SBE Participation Goals are considered by the parties to this Agreement to be material terms. Contractor voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this contract by the Authority. Without limitation, Contractor further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:
  - a) Contractor shall cooperate fully with the EBO Office and other Authority departments in their data collection and monitoring efforts regarding Contractor's utilization and payment of all of its subcontractors and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this contract, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely submittal of Monthly Subcontractor/Supplier Utilization Reports (Exhibit H), and when established the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its subcontractors and suppliers with this requirement;
  - b) Contractor shall cooperate fully with any Authority or EBO investigation (and shall also respond truthfully and promptly to any Authority or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of Contractor or its Subcontractors or suppliers;



- c) Contractor shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- d) Contractor shall immediately notify Authority in writing to the EBO and the Originating Department for this contract of any proposed changes to Contractor's Subcontractor / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Contractor to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by Contractor of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (Exhibit J) and Change To Utilization Plan form (Exhibit I), and shall be subject to advanced written approval by the Originating Department and the EBO;
- e) Contractor shall immediately notify the Originating Department and EBO of any transfer or assignment of its contract with the Authority, as well as any transfer or change in its ownership or business structure in accordance with Section 36;
- f) Contractor shall retain all records of its Subcontractor payments for this contract for a minimum of five (5) years following the conclusion of this contract;
- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a Contractor's Subcontractor/Supplier Utilization Plan, the Contractor shall not be given credit for the participation of its S/M/WBE subcontractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and the Contractor and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) Contractor acknowledges that the Authority will not execute an agreement for this project until the Contractor and each of its Subcontractors for this project have registered and/or maintained active status in the Authority's Vendor Registration System and when established its CBR, and Contractor has represented to Authority which primary commodity codes each registered Subcontractor will be performing under for this contract;
- i) Contractor acknowledges that the Authority will not execute an agreement for this project until the Contractor provides an executed agreement with each of its S/M/WBE Subcontractors or suppliers with a contract term having the same as with this Agreement at a minimum.



## **F. Affirmative Procurement Initiatives - Compliance**

### **1. Commercial Non-discrimination Policy Compliance:**

As a condition of entering into this agreement, the Contractor represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the Authority's Commercial Non-discrimination Policy, as described in Section 50 hereof and in Section 6 of the Purchasing Manual, is incorporated herein. As part of such compliance, Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information, or on the basis of any otherwise unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Non-discrimination Policy as submitted to the Authority pursuant to the bid solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to Authority contracts.

### **2. Prompt Payment:**

As a requirement of this contract by Contractor, Contractor shall be required to submit to Authority accurate payment information with each invoice regarding each of its subcontractors to ensure that the Contractor's reported subcontract participation is accurate. Contractor shall pay its subcontractors in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the Authority, whichever is sooner.

### **3. Violations:**

In addition to the above, Contractor acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;



- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
  - c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
  - d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
  - e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.
4. Penalties, Sanctions and Debarment:

Any person who violates the provisions of this section shall be subject to the provisions of Section 6 of the EBO Program and Section 19 of this Agreement including but not limited to:

- a) Suspension of contract;
- b) Withholding of funds up to an amount equivalent to the deficiency in the S/M/WBE Participation;
- c) Termination of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal; to a future bid or RFP and
- e) Disqualification of Contractor or other business firm from eligibility for providing goods or services to the Authority for a period not to exceed three (3) years (subject to change) (upon Authority Board approval).

- 43. LOCAL BUSINESS PARTICIPATION:** The Governing Board of the Authority has made it a goal for this Agreement that the use of local businesses be maximized. For the purposes of this requirement, the term "local business" means a business which has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued as of the Bid due date. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one (1) of the joint ventures/partners meets the test set forth in this subsection. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence as of the Bid due date. A post office box or location at a postal service center shall not constitute a permanent place of business. Contractor shall prioritize the satisfaction of the



S/M/WBE goals established in Section 42 of the Agreement. Upon satisfaction of the requirements of Section 42, Contractor shall prioritize the utilization of local businesses. For every procurement, Contractor shall contact local businesses that provide the supplies or services sought, assess their qualifications and interest to provide the supplies or services sought, and provide them with the opportunity to submit a quote, bid or proposal. Contractor shall thoroughly investigate the capabilities of local businesses and maintain documentary evidence that it did not reject local businesses without sound reasons. The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract for five (5) years following the term of this Agreement and shall allow the Authority to inspect such records upon request.

- 44. PUBLIC ENTITY CRIMES:** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.
- 45. SUBSTANTIAL COMPLIANCE:** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator or his designee.
- 46. COMPETENCY TO CONTRACT:** The Contractor expressly recognizes, acknowledges, and agrees the Solid Waste Authority of Palm Beach County is a legally constituted agency, that is, a dependent special district created by the Florida Legislature in Chapter 2001-331, Laws of Florida. Furthermore, the Contractor expressly admits, acknowledges, and recognizes the Authority's jurisdiction and ability to enter into collection franchise agreements in Palm Beach County. The Contractor expressly recognizes, acknowledges and agrees that the Authority has the legal right under Chapter 2001-331, Laws of Florida, to maintain flow control of Solid Waste generated within Palm Beach County, and has the right under 403.7046 F.A.C. to provide for the exclusive collection, transportation and processing of Recovered Materials from single family and multi-family residential properties. The Contractor hereby waives any legal causes of action regarding the Solid Waste Authority's competency and/or ability to enter into solid waste collection franchise agreements.
- 47. COMMUNITY SERVICE:** The Contractor shall provide collection of debris through means of roll-off Container(s), placement and collection pull service or by mechanical means utilizing a clamshell vehicle throughout each Fiscal Year, at no cost to the Authority or others, for illegal dumping, neighborhood cleanups and special events, including, but not limited to the Great American Cleanup, and other events as requested by the Authority.

Contractor shall pay the cost of loading and transporting such containers and/or debris to an Authority approved disposal facility. The Authority shall pay the cost of disposal.

For neighborhood cleanups and special events, Contractor shall provide collection of debris on a schedule as determined by the Authority's community service manager or designee. In the case of illegal dumping that is determined by the Authority to pose a nuisance or danger to the public, Contractor shall provide collection of debris within 24 hours of notice sent by either electronic means or by phone.



The maximum quantity of debris to be collected within each Service Area during each fiscal year of the Agreement is as follows:

Service Area	Cubic Yards
1	500
2	500
3	500
4	500

Contractor shall receive a written quarterly report from the Authority to accurately reflect the amount of debris collected each quarter and the total year-to-date.

**48. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of Ordinance 2009-049 and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**49. SCRUTINIZED COMPANIES:**

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

B. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.





**50. COMMERCIAL NON-DISCRIMINATION POLICY:** It is the policy of the Authority not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

**51. THIRD PARTY BENEFICIARY DISCLAIMER:** It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement. No language in this Agreement should be construed or interpreted as creating a third party beneficiary.

**52. PUBLIC RECORDS, ACCESS AND AUDITS**

1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

2. **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGER  
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG ROAD  
WEST PALM BEACH, FL. 33412  
561-640-4000 EXT. 4210  
RECORDS\_CUSTODIAN@SWA.ORG**

3. The Contractor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon Authority's request, Contractor shall provide Authority with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

4. Notwithstanding anything herein to the contrary, the Contractor expressly acknowledges that: i) it is providing a specific service to the Authority in the performance of this Contract; ii) acting on behalf of the Authority in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.



5. Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the Contractor and the Contractor must provide the records or allow access to the records within a reasonable time. A Contractor who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
6. Therefore, the Contractor is required to:
  - 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service;
  - 2) Upon Authority's request from the Authority's Records Manager provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the Authority would provide the records at a cost that does not exceed the cost provided by Florida law;
  - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the Contractor does not transfer the records to the Authority; and
  - 4) Upon completion of the Agreement, transfer, at no cost, to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion or termination of the Agreement the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Record Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the Authority.
7. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and Advanced Disposal Services has executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY**

By:   
Daniel Peikowitz, Executive Director

**ATTEST:**

(Seal)

By:   
Sandra Vassalotti, Clerk to the Board

**APPROVE AS TO LEGAL SUFFICIENCY**

**APPROVE AS TO TERMS AND CONDITIONS**

By:   
Howard J. Falcon, III  
General Counsel

By:   
Signature  
John Archamba  
Print Name  
Director, Customer  
Title Service

**ATTEST:**

**ADVANCED DISPOSAL SERVICES:**

By:   
Jeffrey Everitt, Secretary & Treasurer  
Corporate Secretary  
WITNESSES:   
Philip A. Anit, President

By:   
Signature  
John Special  
Print Name  
President  
Title

Witness Signature  
Philip A. Anit  
Print Witness Name

Witness Signature  
Adrienne Lealitt  
Print Witness Name

(Corporate Seal)

Approved by Authority Board on February 13, 2019, Item No. 9.D.1



**SOLID WASTE AND RECYCLING COLLECTION SERVICES  
FRANCHISE AGREEMENT**

**EXHIBITS**



**EXHIBIT A**

**Solid Waste Authority Franchise Area Boundaries**

Description of the boundaries of franchise known as **Service Area 2** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	40
1 thru 36	41	40
1 thru 36	42	40
1 thru 42	43	40
1 thru 36	44	40
19, 20, 21, 28, 29, 30, 31, 32, 33	42	41
16,17,18 (south of and inclusive of south side of North Lake Blvd)	42	41
4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 26, 27, 28, 29, 30, 31, 32, 33, 34, 35	43	41
12 (north of and inclusive of north side of Heritage Farms Rd)	45	41
8, 9 (south of and inclusive of the south side of Forest Hill Blvd)	44	42
10 (south of and inclusive of south side of Forest Hill Blvd and east of and inclusive of east side of Jog Rd)	44	42
13, 14, 23, 24, 25, 26, 35, 36, 37, 38, 39	44	42
15, 22, 27, 34, 39 (east of and inclusive of east side of Jog Rd)	44	42
1, 2 (east of and inclusive of east side of Jog Rd)	45	42
7, 8, 9, 10 (south of and inclusive of the south side of Forest Hill Blvd), 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, 41, 42	44	43
3, 4, 5, 6	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.



**EXHIBIT B**

**APPROVED RATE SCHEDULE  
SERVICE AREA 2  
FY 2019-2020 MONTHLY RATES**

**RESIDENTIAL COLLECTION (PER UNIT)**

<b>Services</b>	<b>Curbside Service</b>	<b>Containerized Service</b>
Solid Waste	\$9.69 (2x/wk)	\$5.70 (2x/wk avg)
Vegetative	\$8.29 (1x/wk)	XXXXXXX
Recycling	\$3.79 (1x/wk)	\$2.21 (1.5x/wk avg)
Cart Maintenance Fee	\$2.10	N/A
<b>Total:</b>	<b>\$23.87</b>	<b>\$7.91</b>

**COMMERCIAL COLLECTION**

Container Solid Waste Collection Rate	\$3.55 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$4.44 (1.25x the container collection rate)
Commercial Recycling Collection Rate	\$2.10 per cubic yard
Small Business Generator (less than 1 cubic yard per week, additional Cart maintenance fee)	\$32.00 per month (\$16.00 collection and \$16.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$16.00
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$210.00 per pull
Roll-off Collection Rate	\$175.00 per pull

**EXHIBIT B****SPECIAL SERVICES RATES ESTABLISHED BY THE AUTHORITY***(Not to be Adjusted during the Term of the Agreement)*

<b>SERVICE</b>	<b>RATE PER SERVICE</b>
Rolling Out Commercial 95 or 101 Gallon Container with 10 or more feet per direction	\$1.00 (no charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per Service per Container
Back Door Service (Residential Curbside Only)*	\$22.00 per Dwelling Unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on Container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Container Sizes (above one time per year residential only)	\$55.00
Changing Out Container Sizes (Commercial)	\$55.00
Additional 96 Gallon Cart (Residential)	\$65.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or Special Equipment required because of impaired accessibility	Negotiable
Turn around Compactors (commercial customer only)	\$20.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$8.00 Per CY
Residential Mixed Collection (Vegetation with C&D and/or bulk)	\$22.00 Per CY

\* No charge for residents medically unable to bring Solid Waste or Recovered Materials to curbside as delineated in Section 4.

**EXHIBIT B**

**MONTHLY CONTAINER MAINTENANCE FEES ESTABLISHED BY THE AUTHORITY**

*(Not to be Adjusted during the Term of the Agreement)*

<b>CONTAINERS (NON-COMPACTING)</b>	
<b>SIZE (cubic yards)</b>	<b>RATE w/out locking mechanism</b>
<b>CART</b>	<b>\$2.10</b>
<b>2 YD</b>	<b>\$24.00</b>
<b>3 YD</b>	<b>\$26.00</b>
<b>4 YD</b>	<b>\$28.00</b>
<b>6 YD</b>	<b>\$30.00</b>
<b>8 YD</b>	<b>\$32.00</b>
<b>10-40 YD ROLL-OFF</b>	<b>\$50.00</b>

Capacities in between these values can be obtained by interpolation.  
 Capacities outside of these values can be obtained by extrapolation.

**COMMERCIAL SOLID WASTE AND VEGETATIVE DISPOSAL CHARGE CALCULATION**

The Authority will determine the commercial disposal fee rates (\$/cubic yard) each Fiscal Year based on a calculation supplied by the Authority and the tipping fee. The calculation for non-compacted Garbage and Trash is 134 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = \_\_\_\_\$/cy. Commercial non-compacted Vegetation is calculated at 350 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = \_\_\_\_\$/cy. The compacted rate for commercial solid waste or vegetative waste may be billed at either actual expense or three times the rate for non-compacted solid waste or vegetative rate, respectively.

In the unlikely event the Authority charges a tipping fee for Recovered Materials, the Contract Administrator will determine the conversion factor and calculate the factor times the tipping fee for Recovered Materials. The Contractor will be responsible for billing Commercial Recycling Collection customers for the Recovered Materials disposal fee.



**EXHIBIT B**

**RESIDENTIAL SOLID WASTE DISPOSAL CREDIT CALCULATION**

Category	Type	Generation Factor (Tons/Year)	Times(x) Garbage Tipping Fee	Annual Credit per unit
I	Single Family	1.10	x	=
II	Multi-family, 4 or less units	0.67	x	=
III	Mobile Homes	1.10	x	=
IV	Multi-family, more than 4 units	0.74	x	=

**RESIDENTIAL VEGETATIVE WASTE DISPOSAL CREDIT CALCULATION**

Category	Type	Generation Factor (Tons/Year)	Times(x) Vegetation Tipping Fee	Annual Credit per unit
I	Single Family	0.85	x	=
II	Multi-family, 4 or less units	0	x	=
III	Mobile Homes	0.58	x	=
IV	Multi-family, more than 4 units	0	x	=

**EXHIBIT C**

**PAYMENT ADJUSTMENT SCHEDULE**

**A. Annual Adjustment – Non-Fuel**

The annual adjustment shall be applied to those rates subject to adjustment as shown in Exhibit B and as provided within this Agreement. For the purpose of this Agreement, the Non-Fuel component is assumed to represent 90% of the Contractor's costs therefore 90% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

The rates shall be adjusted annually, commencing on the first anniversary date, by the change in the Water and Sewer and Trash Collection Services Index, Series ID CUSR0000SEHG, as published by the United States Department of Labor, Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). The change in the index shall be calculated by dividing the average of the index over the twelve month period ending the December preceding the effective date of the adjustment by the average of the index over the twelve month period from January 2017 through December 2017. The first adjustment shall be effective October 1, 2019.

For example:

For the year beginning October 1, 2019, the average of the index over the twelve month period from January 2018 through December 2018 shall be divided by the average of the index over the twelve month period from January 2017 through December 2017. The result shall be multiplied by the rates subject to adjustment, and that result shall be rounded to the nearest cent. The resultant rates shall be effective from October 1, 2019 through September 30, 2020.

**B. Bi-Annual Fuel Adjustment (Fuel Surcharge/Credit)**

The rates subject to adjustment shall be subject to a bi-annual fuel price surcharge/credit for fluctuations in the price of fuel. For the purpose of this Agreement, fuel is assumed to represent 10% of the Contractor's costs therefore 10% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

For the rates subject to adjustment, a bi-annual fuel surcharge/credit shall be charged/credited basis based on the percentage change in the bi-annual average price of fuel as published by the Oil Price Information Service (OPIS) and measured by the OPIS Standard Rack, OPIS No. 2 Distillate Gross Prices, Unbranded Average for Miami, Florida between the month of November 2017 and the month two (2) months prior to the effective date.

For example:

For the month of October 2018, the fuel surcharge/credit shall be calculated by dividing the reported unbranded average price for August 2018 by the unbranded average price for November 2017, multiplying the result by ten (10) percent of the bid or Authority established price, and subtracting ten (10) percent of the bid or Authority established price.

Assuming:

Index for November	2017	315.98
Index for August	2018	340.67
Commercial Solid Waste Collection Rate (per yd.)	\$3.55	
Surcharge: $340.67/315.98 \times .10 \times 3.55 - (.10 \times 3.55) =$	\$0.254	

The surcharge/credit shall be rounded to the nearest cent, which in this example would result in a \$.03 per cubic yard surcharge.



**EXHIBIT D**

**PERFORMANCE BOND REQUIREMENT**

The Annual Performance Bond due to the Authority from the Contractor is calculated as:

Gross Annual Revenues (Minus Disposal Fees paid to the Authority) x 1/3 = Performance Bond Required

**Sample Performance Bond Requirement**

Gross Revenue	\$2,450,000
Less Disposal Fees	<u>750,000</u>
	\$1,700,000

Annual Performance Bond Requirement =  $0.3333 \times \$1,700,000 = \$566,667$



**EXHIBIT E**

**MONTHLY FINANCIAL REPORTING FORMAT**

The Contractor shall submit to the Authority within forty-five (45) days of the end of each month a revenue statement prepared in accordance with general accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate monthly statements will need to be submitted: two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this Franchise Agreement is shown below.

*(Contractor)*

**Statement of Revenues and Disposal Expenses**

**(Residential or Commercial) Service Area X**

**For (month, year) ended (month, year)**

**Revenues:**

(list by type - commercial and residential, including collection rates, container rental, special service rates, etc.)

\$ \_\_\_\_\_

**Total Revenue:**

\$ \_\_\_\_\_

**Disposal Expenses:**

Disposal fees paid to the Authority

\$ \_\_\_\_\_

**Net**

\$ \_\_\_\_\_

**Franchise Fees (Net x .03%)**

\$ \_\_\_\_\_

**"The Accompanying Notes are an Integral Part of this Statement"**



**EXHIBIT F**

**AUTHORITY PUBLIC DROP-OFF RECYCLING CONTAINERS**

SERVICE AREA 2 ALL CONTAINERS ARE 80Y UNLESS NOTED						
Organization	Address	City/State/Zip	District/Num	Service Day/s	Frequency	Qty
Atlantic Property & Equipment	4601 10th Ave N	Lake Worth, FL 33463	2	Tues	1	1
Belks Convenience Store	300 Swain Blvd		Greenacres	Tues	2	1
Congress Park	2326 Congress Ave		Palm Springs	Tues - Fri	2	1
Crown Plaza	6430 Melaleuca Ln	Greenacres, FL 33463	Greenacres	Mon-Thurs	2	1
Don Ramon's Restaurant	7101 Dixie Hwy S		West Palm Beach	Tues - Fri	2	1
Duthie-Freeman Centre Condo	4400-4401 Charlotte St	Lake Worth, FL 33461	2	Tues	1	1
Family Matters (WIC, Lantana)	1216 Lantana Rd W	Lantana, FL 33462	Lantana	Tues - Fri	2	1
Flagler Square	1860 Forest Hill Blvd	Lake Clarke Shores, FL 33406	Lake Clarke Shores	Thurs	1	1
Fortune Way G Building	11320 Fortune Circle	Wellington, FL 33414	Wellington	Tues	1	1
Fun Depot	2001 10th Ave N	Lake Worth, FL 33461	Lake Worth	Tues - Fri	2	2
Gaslight Business Park Condo Assoc Inc	1937 10th Ave N	Lake Worth, FL 33467	Lake Worth	Tues - Fri	2	2
Gonz Collision Center	1401 Dixie Hwy N		Lake Worth	Tues - Fri	2	1
Greenacres, City of	2995 Jog Rd	Greenacres, FL 33463	Greenacres	Mon	1	1
Hoffmans Chocolate	145 Swain Blvd	Greenacres, FL 33463	Greenacres	Mon-Thurs	0	0
Hoffmans Chocolate	5190 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Mon-Thurs	2	2
Hotshots Paintball	16169 Southern Blvd	Loxahatchee Groves, FL 33470	Loxahatchee Groves	Tues	1	1
Lake Worth Commerce Center	1100 Barnett Dr	Lake Worth, FL 33463	Lake Worth	Tues - Fri	2	2
Lake Worth Professional Plaza	5311 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Tues	1	1
Lantana Municipal Beach	100 Ocean Ave	Lantana, FL 33462	Lantana	Tues	2	1
Leisureville Press	635 Gator Dr	Lantana, FL 33462	Lantana	Tues - Fri	2	1
Lion Country Safari	2003 Lion Country Safari Rd	Loxahatchee, FL 33414	2	Tues - Fri	2	3
Locks of Love	2925 10th Ave N	Palm Springs, FL 33461	Palm Springs	Tues	1	1
Padron Industrial Plaza	3395 Lake Worth Rd		Palm Springs	Tues	1	1
Palm Beach State College	4200 Congress Ave	Lake Worth, FL 33461	2	Tues - Fri	2	6
Palm Beach State College	15845 Southern Blvd		2	Tues - Fri	2	1



**EXHIBIT F**

SERVICE AREA 2 ALL CONTAINERS ARE 80Y UNLESS NOTED							
Organization	Address	City/Zip	District/Zone	Service Days	Frequency	Qty	
Palm Coast Plaza	3044 Military Trl S	Lake Worth, FL 33463		2	Tues - Fri	0	0
PBC - Fire Rescue Station #21D(Loxahatchee)	14200 Old Okeechobee Blvd	Loxahatchee Groves, FL 33411	Loxahatchee Groves		Tues - Fri	2	2
PBC - Fire Rescue Station #35D(Lantana)	2501 Lantana Rd W	Lantana, FL 33462		2	Tues - Fri	2	2
Palm Springs Commerce Center	3281 Lake Worth Rd		Palm Springs		Tues - Fri	2	1
Royal Palm Professional Center	11440 Okeechobee Blvd	Royal Palm Beach, FL 33411	Royal Palm Beach		Tues	1	1
Shoppes at Chancefor	12020 South Shore Blvd #400	Wellington, FL 33414	Wellington		Tues - Fri	1	2
SWA CCTS	1810 Lantana Rd	Lantana, FL 33462		2	Tu-Thu-Fri	3	4
The Marketplace	7350 Lake Worth Rd	Lake Worth, FL 33463		2	Tues - Fri	2	2
VI at Lakeside Village	2792 Donnelly Dr	Lake Worth, FL 33462		2	Tues - Fri	2	1
Village Walk of Wellington	2500 Village Walk Cir	Wellington, FL 33414	Wellington		Tues	1	1
Wellington Land Development	11101 Crown Way S		Wellington		Tues - Fri	2	2
Woodlake Plaza	5815-5901 Lake Worth Rd	Greenacres, FL 33463	Greenacres		Tues - Fri	2	2
						Total Containers	55



**EXHIBIT G****MOBILIZATION AND PREPARATION**

<b>Task</b>	<b>Completion Deadline</b>
Submit Residential Curbside Routing to SWA for review and approval	6/7/19
Provide SWA with truck orders or verification of vehicle source(s)	6/14/19
Hire operations manager, supervisors and provide verification to SWA	8/23/19
Secure container source and provide verification to SWA	8/23/19
Equipment yard and office sited and set up	8/23/19
Office and accounting staff hired and in place	8/23/19
Maintenance staff hired and in place	8/23/19
Disposal bond in place with SWA for October 1, 2019	8/23/19
Provide transition report to SWA outlining plan to minimize disruptions during transition period	9/2/19
Secure vehicles	9/2/19
Supervisors run routes	8/26/19 through 9/01/19
Disclosure notices mailed to commercial customers	8/29/19
All Drivers hired and in place	9/07/19
Drivers and Supervisors run routes	9/10/19 through 9/29/19



## Monthly Subcontractor/Supplier Utilization Report

**EXHIBIT H**

SECTION I - GENERAL INFORMATION			
<b>Project Name:</b>		<b>Contract Number and Work Order Number (If applicable):</b>	
<b>Report #:</b>	<b>Reporting Period:</b> _____ to _____	<b>S/M/WBE Contract Goal:</b>	<b>Contract Completion Date:</b>
<b>Prime Contractor Name:</b>		<b>Project Manager (PM) Name:</b>	
<b>Prime Contractor Street Address:</b>			
<b>Prime Contractor Phone #:</b>	<b>Prime Contractor Email Address:</b>	<b>PM Phone #:</b>	<b>PM Email Address:</b>

**SECTION II - UTILIZATION INFORMATION**

**Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Equal Business Opportunity Program at (561) 640-4000.**

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
<b>PRIME CONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$





**EXHIBIT H**

**Monthly Subcontractor/Supplier Utilization Report (Continued)**

**SECTION II - UTILIZATION INFORMATION**

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Equal Business Opportunity Program at (561) 640-4000.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
<b>PRIME CONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
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<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>SUBCONTRACTOR</b>					\$	\$		\$
<b>Total Paid to Date for All Subcontractors</b>					\$	\$		\$

**SECTION III - AFFIDAVIT**

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel (Signature)	Prime Contractor Authorized Personnel (Print)	Title	Date



**EXHIBIT H****Monthly Subcontractor/Supplier Utilization Report (Continued)**

Please review instructions to complete this form.

**SECTION I : GENERAL INFORMATION**

1. **Project Name:** Enter the entire name of the Project.
2. **Contract Number (work order):** Enter the Authority contract number and work order number
3. **Report Number:** Enter the Monthly Subcontractor/Supplier Utilization Report number.
4. **Reports must be in a numerical series (i.e., 1, 2, and 3).**
5. **Reporting Period:** Enter the beginning and end dates for which this report covers (i.e., 06/01/2019-07/01-2019)
6. **S/M/WBE Contract Goal:** Enter the S/M/WBE Contract Goal on entire contract.
7. **Contract Completion Date:** Enter the expiration date of the contract, (not work order).
8. **Prime Contractor Name:** Enter the complete legal business name of the Prime Contractor.
9. **Prime Contractor Street Address:** Enter the mailing address of the Prime Contractor.
10. **Prime Contractor Phone Number:** Enter the telephone number of the Prime Contractor.
11. **Prime Contractor Email Address:** Enter the email address of the Prime Contractor.
12. **Project Manager (PM) Name:** Enter the name of the Project Manager for the Prime Contractor on the project.
13. **PM Telephone Number:** Enter the direct telephone number of the Prime Contractor's Project Manager.
14. **PM Email Address:** Enter the email address of the Prime Contractor's Project Manager.

**SECTION II : UTILIZATION INFORMATION**

15. **Federal Identification Number:** Enter the Federal Identification Number of the Subcontractor/Supplier(s)
16. **Business Name:** Enter the complete legal business name of the Subcontractor/Supplier(s)
17. **S/M/WBE Certified (Yes/No):** Enter "yes" or "no" to indicate if the subcontractor is S/M/WBE Certified
18. **Description of Work:** Enter the type of work being performed by the Subcontractors/Supplier(s) (i.e., electrical services).
19. **Total Project Amount:** Enter the dollar amount allocated to the Subcontractors/Supplier(s) for the entire project (i.e., amount in the subcontract agreement).
20. **Amount Paid During Reporting Period:** Enter the total amount paid to the Subcontractor/Supplier(s) during the reporting period.
21. **Invoice Number:** Enter the Subcontractor/Supplier's invoice number related to the payment reported this period.
22. **Total Paid (to Each Subcontractor) to Date:** Enter the total amount paid to the Subcontractor/Supplier(s) to date.
23. **Total Paid to All Subcontractors to Date:** Enter the total amount paid to all subcontractors during reporting period.

**SECTION III: AFFIDAVIT**

24. **Affidavit:** Statement attesting to the contents of the report.
25. **Prime Contractor Name Authorized Personnel (signature):** Signature of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
26. **Prime Contractor Name Authorized Personnel (print):** Printed name of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
27. **Title:** Enter the title of authorized employee completing the Monthly Subcontractor/Supplier Utilization Report.
28. **Date:** Enter the date of submission of the Subcontractor Utilization Report to the Authority.



## Change To Utilization Plan

**EXHIBIT I**

### SOLICITATION INFORMATION

**Instructions:** List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity Office (EBO) for the contract listed below.

Name of Prime Contractor: \_\_\_\_\_

Contract Name: \_\_\_\_\_

### ORGANIZATION STATUS

**All sections of the following table must be completed.**

Role	Name of Firm	Certifications (S/M/WBE)	New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		

**\*\*IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACHED DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.**

**Note:** If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

### JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

### BIDDER/PROPOSER SIGNATURE

I hereby affirm that the above information is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed new Subcontractors/Suppliers confirming their intent to perform the scope of work for the price indicated above. All Subcontractors/Suppliers removed or reduced in dollar value have been notified of the change in writing. I understand and agree that if this change to utilization is approved, this document shall be attached there to and become a binding part of the contract.

\_\_\_\_\_  
Prime Contractor's Authorized Agent

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Equal Business Opportunity Office

\_\_\_\_\_  
Sign & Date

\_\_\_\_\_  
Approved/Denied



**EXHIBIT J**

**Post-Award Vendor Subcontracting Waiver Request**

**DATE:** \_\_\_\_\_

CONTRACT INFORMATION				
<b>Contract Title:</b>				
<b>Contract #:</b>				
<b>Prime Contractor:</b>				
<b>Contact Person:</b>		<b>Phone #:</b>		<b>Email:</b>

**RATIONALE FOR WAIVER**

The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a *change to the Utilization Plan* (if not previously submitted) with this *Post-Award Subcontracting Waiver Request Form*.

**1a. Select the statement below that best explains why the required subcontracting goal(s) were not met:  
(Check all that apply)**

<input type="checkbox"/>	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met
<input type="checkbox"/>	The Authority issued a change order that required expedited completion of the scope of work, and causing the subcontracting goal(s) to not be met
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Equal Business Opportunity Program Policy and could not be replaced with another S/M/WBE that could perform the scope of work
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met

**1b. In the box below, please provide further detail for each statement selected above.**



**EXHIBIT J**

**Post-Award Vendor Subcontracting Waiver Request**

**2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all support documentation (i.e. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from the S/M/WBE subcontractor(s). (Attach additional page, if necessary.)**

**3a. Select the statement that best describes other good faith efforts made: (Check all that apply)**

Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project

Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors

Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others

Other:

N/A – No Good Faith Effort attempted

**3b. In the box below, please provide further details for each statement selected above and attached support documentation.**

**AFFIRMATION**

The undersigned does hereby declare that the statements contained herein and all documentation provided are true, accurate and complete and include all material information necessary to determine compliance with the Equal Business Opportunity Program Policy.

Signature

Name & Title (Print)

**FOR EBO USE ONLY**

Signature

Waiver Status:

Approved

Denied

Name & Title (Print)

Date:



**EXHIBIT K**

**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACT AGREEMENTS**

The following Subcontract Agreements are attached:

**A-1 Balers & Compactors, LLC**

**AA Staffing Firm**

**Coastal Waste & Recycling of Palm Beach County, LLC**

**CS Hauling Services, LLC**

**Rolando's Compactors, Inc.**

**Superior Wash**



**APPROVED RATE SCHEDULE**  
**SERVICE AREA 2**  
**FY 2019-2020 MONTHLY RATES**

**Residential Collection (Per Unit)**

<b>Services</b>	<b>Curbside Service</b>	<b>Containerized Service</b>	
Solid Waste	\$9.69 (2x/wk)	\$5.70 (2x/wk avg)	
Vegetative	<del>\$8.29</del> 1x/wk <b>\$5.29 (1x/wk)</b>	XXXXXXX	
Recycling	\$3.79 (1x/wk)	\$2.21 (1.5x/wk avg)	
<b>Cart Maintenance Fee</b>	<b>\$2.10</b>	<b>N/A</b>	
<b>Total:</b>	<del><b>\$23.87</b></del> <b>\$18.77</b>	<b>\$7.91</b>	<b>\$225.24 (year)</b>

**Residential Disposal (Per Unit)**

<b>Services</b>		
Residential Disposal	\$16.51 (1x/wk)	\$198.12 (year)
<b>Total:</b>		<b>\$423.36 year per residential unit</b>

**Commercial Collection**

Container Solid Waste Collection Rate	\$3.55 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$4.44 (1.25x the container collection rate)
Commercial Recycling Collection Rate	\$2.10 per cubic yard
Small Business Generator (less than 1 cubic yard per week, additional Cart maintenance fee)	\$32.00 per month (\$16.00 collection and \$16.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$16.00
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$210.00 per pull
Roll-off Collection Rate	\$175.00 per pull

August 12, 2019

**RESOLUTION 2019-21**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ADVANCED DISPOSAL SERVICES, FOR SOLID WASTE COLLECTION, SOLID WASTE DISPOSAL, RECYCLING AND YARD DEBRIS SERVICES FOR THE CITY OF WESTLAKE, PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

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**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 the management of solid waste collection, solid waste disposal; recycling services and yard debris collection and disposal; and

**WHEREAS**, the City of Westlake currently utilizes the services of Advanced Disposal Services which under the Solid Waste Authority's existing agreement is the service provider for Area 2; and

**WHEREAS**, the City of Westlake hereby waives the solicitation of requests for qualifications/bids for the provision of solid waste services, by electing to utilize the existing contract for services between the Solid Waste Authority of Palm Beach County and Advanced Disposal Services.; and

**WHEREAS**, the Solid Waste Authority entered into the agreement with Advanced Disposal Services, through a competitive solicitation process and awarded the contract to three vendors, including Advanced Disposal Services for service to Area 2, 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 Advanced Disposal Services; and

**WHEREAS**, the City Council desires to formalize the agreement for solid waste 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 Advanced Disposal Services, including but not limited to solid waste services 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** by the City Council for the City of Westlake, Florida on this 12th day of August, 2019.

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Roger Manning, Mayor  
City of Westlake

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Sandra DeMarco, City Clerk

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

**AGREEMENT BETWEEN THE CITY OF WESTLAKE  
AND  
ADVANCED DISPOSAL SERVICES**

**THIS AGREEMENT** made and entered into this 22<sup>nd</sup> day of July, 2019 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 **Advanced Disposal Services (“ADS”)**, environmental service provider, whose address is 5489 Leeper Drive, Florida 33470, 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.

**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 solid waste collection, solid waste disposal, recyclables and yard debris waste; and

**WHEREAS**, ADS has an existing contract for solid waste services with the Solid Waste Authority of Palm Beach County, 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 ADS is qualified to serve as the City’s solid waste provider, providing solid waste collection, vegetative collection, recycling services and disposal services as the exclusive service provider pursuant to the terms and provision of the Agreement attached hereto, and ADS may provide other services as requested by the City Manager; and

**WHEREAS**, the City intends to employ ADS to provide professional solid waste services to the City, that are in the best interest, health, safety and welfare of the residents and businesses within the jurisdictional limits of the City.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the City and ADS wish to enter into this agreement between the Parties, as follows:

**Section 1. CONTRACT DOCUMENTS.** ADS’s existing contract with the Solid Waste Authority of Palm Beach County is attached hereto and incorporated herein, as Exhibit “A”. ADS will provide services as set forth in RFP, with the Solid Waste Authority of Palm Beach County. The RFP and ADS’s responses thereto are attached hereto as Exhibit “B”.

**Section 2. PARTY REFERENCES.** All references to Solid Waste Authority of Palm Beach County shall mean the City of Westlake, Florida, except for reference to the Solid Waste Authority’s facilities and the specific Equal Business Opportunity Program found in Sections 42 and 43 of the Agreement.

**Section 3.** Section 1, of the Agreement, entitled Term, shall be modified as follows:

1. ~~Term:~~

~~The term of this Agreement shall be for the period beginning **October 1, 2019**, and expiring **September 20, 2026**.~~

**TERM OF AGREEMENT.** This Agreement shall be for a five (5) year term, commencing on October 1, 2019, and expiring on September 30, 2024. The Parties have the option to renew for two (2) additional one (1) year terms, at the end of the initial expiration date of September 30, 2024.

**Section 4. CARTS.** The following language shall be inserted in Section 4(B)(3) entitled "Carts". The City of Westlake shall deliver curbside residential units one cart for residential collection services. Additional carts may be purchased from the City.

Section 4(B)(3) of the Agreement shall be deleted as follows: ~~Carts: Contractor shall deliver each Curbside Residential unit one Cart, and be responsible for all maintenance, repair, and replacement. Upon the completion of this Agreement Carts will be property of the Authority. A Cart monthly maintenance fee, as set forth in Exhibit B, will be paid to the Contractor by the Authority. Carts must meet all specifications as set forth below:~~

- ~~1. Each Cart shall consist of a body, lid, wheels, axle, and necessary accessories;~~
- ~~2. Carts will be procured in 46-48, 64-66 and 94-96 gallon sizes with gray body and gray lid;~~
- ~~3. The wheeled Carts shall be designed to contain solid waste materials including garbage, refuse, and rubbish;~~
- ~~4. Carts shall have the Authority's logo hot stamped onto the top half of the two opposite sides (neither the front nor back) of the cart body. The logo shall be approximately 8 inches high by 8 inches wide. Camera ready artwork will be provided as well as the defined color(s) at the time the contract is awarded;~~
- ~~5. The Carts shall be designed to be dumped by both semi-automated and fully automated disposal truck systems;~~
- ~~6. The Carts shall be designed to be fit with axles which do not require holes or bolts through the body, to eliminate potential leakage of liquids escaping odors or entry of insects;~~
- ~~7. All Carts must meet all ANSI (American National Compliance) Standards;~~
- ~~8. Lid shall not be ventilated and shall be held closed by its own weight;~~
- ~~9. An arrow pointed in the direction of the front of the Cart shall be molded into the top of the Cart's lid; and~~
- ~~10. Printed on the top of the lid in block letters not obstructing other information:~~

~~"GARBAGE ONLY"~~

~~"NO HAZARDOUS WASTE"~~

~~The Contractor's residential curbside Solid Waste, Yard Waste, and Recycle collection vehicles shall be equipped with 3rd Eye Digital or comparable monitoring system. Data acquired through set monitoring system shall be available to the Contract Administrator and the Authority Customer Information Service (CIS) office personnel upon request. All requested information shall be provided in a timely manner to avoid assessment of Liquidated Damages as authorized pursuant to this Section 19.B.~~

**Section 5.** Section 4(C) of the Agreement entitled "RATES FOR SERVICES", shall be modified as follows:

The statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recovered Materials, DISPOSAL based on a cost per cubic yard; ~~CONTAINER MAINTENANCE expressed in a monthly flat rate based on the size of the Container;~~ and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid waste and recycling collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

**Section 6.** Section 4(D) of the Agreement, entitled, Method of Payment, shall be modified as follows:

The Authority or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service, ~~including curbside Cart maintenance fee~~ in accordance with

Exhibit B. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service at rates not to exceed those initially set out in Exhibit B as adjusted in subsequent years in accordance with Section 6 and Exhibit C. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.

**Section 7.** Section 5(A)(3) of the Agreement, entitled, Recycling Containers, shall be modified as follows:

The ~~Contractor~~ **City** shall ensure distribution of Recycling Containers as supplied by the Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Authority. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

**Section 8.** Section 6(C) of the Agreement, entitled, Solid Waste Disposal Costs, shall be modified as follows:

Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit B. ~~Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement.~~ The City shall invoice for disposal services cost, in addition to collection services costs. The City may elect to place the collection for disposal service costs on the non-ad-valorem tax roll. The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit B. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.

**Section 9.** Section 28, of the Agreement, entitled Notices, is modified as follows:

28. NOTICE: Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

~~AS TO THE AUTHORITY:~~

~~Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412~~

~~Attention: Contract Administrator ——— Copy to: Executive Director~~

**As to the City:** Ken Cassel, Manager  
4001 Seminole Pratt Whitney Road  
Westlake, Florida 33470

**With a copy to:** Pam E. Booker, City Attorney  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470

**As to ADS:** Carlos Mangual, Operations Manager  
Advanced Disposal Services  
5489 Leeper Drive  
West Palm Beach, FL 33407

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e. printed) after 5:00 pm or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

**Section 9. CONTINGENT FEE.** ADS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ADS, 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 ADS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 10. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and ADS in the spaces provided below.

**IN WITNESS WHEREOF,** the parties hereto have caused these present to be executed the day and year first above written.

Attest:

**CITY OF WESTLAKE, FLORIDA**

\_\_\_\_\_  
City Clerk, Sandra DeMarco

By: \_\_\_\_\_  
Roger Manning, Mayor

**ADVANCED DISPOSAL SERVICES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Carlos Mangual, Operations Manager

## **Tenth Order of Business**



**Date:** August 2, 2019  
**To:** Mayor and Council  
**Copy:** Pam Booker, City Attorney  
**From:** Ken Cassel, City Manager  
**Subject:** PBSO Contract

## Memorandum

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As the Council knows the City is responsible for providing police services within its jurisdiction. We have been working with the Palm Beach County Sheriff's office since incorporation to ensure the needs of the City were covered. The first two and a half years we were able to provide the necessary supplemental coverage through permit personnel.

Now that we have over five hundred residents and are continually growing at a rapid rate, we can no longer provide the appropriate coverage with permit personnel. I have been working with the Sheriff's office for the past year on the appropriate staffing level, contract terms and fee structure. We have come to agreement and the terms and conditions are included in the contract. The proposed budget anticipates the cost of the PBSO contract.

The key points included in the contract are:

- One full time 24/7 officer (it takes 5 officers to equal 1 FTE) dedicated to the City.
- Patrol Unit (Car/Truck) marked with City of Westlake and City Logo with standard PBSO equipment.
- Executive officer.
- Sergeant.
- Full-service crime lab.
- Aviation and helicopter unit.
- Organized crime investigations (includes Vice & Narcotics).
- Prisoner and jail services.
- Criminal investigations.
- Marine patrol.
- Evidence Custodial.
- Other support services, such as traffic homicide, canine, etc. (as available to other Sheriff Districts or law enforcement).
- Any increase in base fee structure shall be approved by the City Council as part of the budget process.
- Additional staffing increases shall be supported by appropriate analysis and shall be approved by the Council prior to implementation.

- Initial contract term is for 5 years with a 5-year auto renewal; unless terminated in accordance with Article 12 of the agreement.
- Termination with or without cause shall be delivered by June 30<sup>th</sup> and would be effective October 1<sup>st</sup> of the same year.

It is therefore recommended that the Council approve the attached resolution authorizing the Mayor to execute the agreement on behalf of the City.



August 12, 2019

**RESOLUTION 2019-22**

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT FOR LAW ENFORCEMENT SERVICES ON BEHALF OF THE CITY OF WESTLAKE, WITH THE PALM BEACH COUNTY SHERIFF'S OFFICE AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Westlake was incorporated on or about June 2016, and the City charter provides for law enforcement services to be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies; and

**WHEREAS**, the City Manager has negotiated an agreement for Law Enforcement services with the Palm Beach County Sheriff's office as attached hereto as Exhibit "A"; and

**WHEREAS**, the Palm Beach County Sheriff's office has agreed to provide professional law enforcement services to the City of Westlake, based upon the terms and conditions of the agreement attached hereto; and

**WHEREAS**, Article 5.1, of the Agreement provides for an annual fee for services commencing on October 1, 2019 through September 30, 2020, in the amount of Six-Hundred-Fifty Thousand Dollars (\$650,000.00), on an annual basis, with said payments being made on a monthly basis; and

**WHEREAS**, Article 11, Section 11.1, Term of the Agreement, provides for a commencement date of October 1, 2019 and ends on September 30, 2019, for a five-year duration, with an automatic five-year extension, unless the Agreement is terminated pursuant to the terms herein; and

**WHEREAS**, Article 2, Section 2.4, of the Agreement provides for annual cost adjustments to be provided to the City by May 31<sup>st</sup> of each year, with said increases being approved by the City Council prior to implementation; and

**WHEREAS**, it is in the best interest of the City to protect the health, safety and welfare of its' residents, visitor, and businesses, it is the City's desire to enter into this Agreement for professional law enforcement services with the Sheriff as set forth herein;

**NOW THEREFORE**, be it resolved by the City Council for the City of Westlake, Florida:

**Section 1.** The foregoing recitals are hereby affirmed, ratified, and incorporated herein.

**Section 2.** The City Council for the City of Westlake, hereby approve and authorize the Mayor, Roger Manning, to execute the Agreement for Law Enforcement Services

by and between the Palm Beach County Sheriff's office and the City of Westlake, as attached hereto as Exhibit "A".

**Section 3.** This Resolution shall become effective immediately upon adoption.

**PASSED AND APPROVED BY** the City Council for the City of Westlake, Florida, this 12th day of August 2019.

**CITY OF WESTLAKE**

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City of Westlake  
Roger Manning, Mayor

**ATTEST:**

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Sandra DeMarco, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

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Pam E. Booker, City Attorney

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND  
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE  
AND THE CITY OF WESTLAKE**

This Agreement is made by and between the CITY OF WESTLAKE, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "CITY") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, the SHERIFF has agreed to provide the CITY a high level of professional law enforcement services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the CITY is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – DEFINITIONS**

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. City Manager shall mean the chief administrative officer of the CITY and shall include any individual employed by the CITY or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the CITY functions related to law enforcement services.

**ARTICLE 2 – LEVELS OF SERVICE**

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the CITY, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the CITY to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the City to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the CITY (including all CITY facilities and parks) and Seminole Improvement District facilities wholly within the corporate limits of the CITY, and other duties in accordance with the SHERIFF's general orders, the CITY Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the CITY, and statutes of the State of

Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce City Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the CITY when necessary, at no additional cost to the CITY the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the CITY, upon the request of the CITY, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. CITY Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the CITY.

- F. Unless exigent circumstances exist, all deputies assigned to the City of Westlake shall remain within the corporate limits of the City of Westlake.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "City of Westlake" and the City logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the City Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the CITY.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the CITY to discuss law enforcement issues related to services impacting the CITY.

2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the CITY cost changes associated with the renewal of law enforcement services by no later than ~~March-May~~ 31<sup>st</sup> of each prior fiscal year through the term of the agreement.
- B. Annual Staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and ~~must-shall~~ be approved by the City Council prior to implementation.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the CITY, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

**ARTICLE 3 – OTHER RESPONSIBILITIES**

3.1 Employment Responsibility

- A. All sheriffs’ deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the CITY are deemed Palm Beach County Sheriff’s Office employees and not employees of the CITY.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the CITY shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers’ compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the CITY and residents thereof.

3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The CITY does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

**ARTICLE 4 – CITY RESPONSIBILITIES**

4.1 Office Space

A. All positions provided for in this agreement will be located at the SHERIFF’s District 15 office and will carry out their job functions as required under this Service Agreement.

B. Future space planning shall be coordinated with the SHERIFF and the CITY.

4.2 The CITY shall provide two (2) copies of CITY’S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

**ARTICLE 5 – CONSIDERATION**

5.1 The total amount due for all services beginning October 1, 2019 through September 30, 2020, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$650,000.00.

5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the CITY’S budget process and approved by the CITY Council.

5.3 Additional law enforcement services as set forth in Article 2.1(E) ~~must be authorized by the CITY in writing and will be billed at the then current extra duty permit hourly rate. The SHERIFF shall invoice the CITY within ten (10) days of the close of each month for any such additional law enforcement services and payment shall be remitted to the SHERIFF on or before the 25<sup>th</sup> day of the month in which the invoice is received shall be compensated at a rate of \$90.00 per hour and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF. Alternatively, the CITY may opt to submit an application for an off-duty permit.~~

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5.4 ~~The SHERIFF shall invoice the CITY within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25<sup>th</sup> day of the month preceding the month of service. The CITY agrees to pay the SHERIFF in equal monthly installments on or before the 25<sup>th</sup> day of the month preceding the month of service.~~



5.5 The CITY shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the CITY.

5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

**ARTICLE 6 – AUDIT OF RECORDS**

6.1 The CITY may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF’s records relating to the services provided pursuant to the terms of this Agreement.

6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the CITY and SHERIFF may agree.

6.3 The CITY may elect to perform the audit itself or to have an outside third party do so.

**ARTICLE 7 – FINES AND FORFEITURES**

7.1 Law Enforcement Education Funds

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the CITY pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the City of Westlake. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

7.2 Chapter 316, Florida Statutes, Fines

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the CITY consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Alarm Ordinance Fines and Fees.

The CITY shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the CITY pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of

the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

#### **ARTICLE 8 – INSURANCE**

8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.

8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

#### **ARTICLE 9 – HOLD HARMLESS**

9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the CITY harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the CITY for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the CITY from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the CITY, its employees, agents, servants, visitors, and/or any other third parties.

9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the CITY holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in

equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the CITY while in the performance of this Agreement, and the CITY shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the CITY while in the performance of this Agreement.

In no event shall the CITY hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

#### **ARTICLE 10 – INDEPENDENT CONTRACTOR**

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

#### **ARTICLE 11 – TERM**

11.1 This Agreement shall remain in full force and effect commencing October 1, 2019 and ending September 30, ~~2029~~2025, ~~with an auto renew for 5 years,~~ all dates inclusive, and shall automatically renew for an additional five (5) year term, unless the Agreement is otherwise extended, amended, or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the CITY.

#### **ARTICLE 12 – TERMINATION**

12.1 The CITY or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement ~~only~~ as set forth in this subsection. Written notice shall be delivered by ~~March 31<sup>st</sup>~~ ~~April~~June 30<sup>th</sup> of any given year for termination effective ~~as of October 1<sup>st</sup> of the following fiscal year of that same year.~~ This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the City Manager.

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#### **ARTICLE 13 – TRANSITION**

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a CITY Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the CITY pursuant to the terms hereof.

**ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
  
  - B. This Agreement shall be enforceable by the CITY according and to the extent of the provisions hereof.
- 14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 14.3 The City Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the City of Westlake, pursuant to Resolution No. R2019-\_\_\_ of the City Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the City of Westlake or the laws of the State of Florida.

**ARTICLE 15 – NOTICE**

15.1 The persons to receive notice under this Agreement are:

CITY MANAGER:

Kenneth Cassel

4001 Seminole Pratt Whitney Road

Westlake, FL 33470

CITY ATTORNEY:

Pam E. Booker

4001 Seminole Pratt Whitney Road

Westlake, FL 33470

SHERIFF:

Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:  
Department of Legal Affairs  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

**ARTICLE 16 – NON-ASSIGNABILITY**

16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the City Council, which consent must be evidenced by a duly passed resolution.

**ARTICLE 17 – THIRD PARTIES**

17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

**ARTICLE 18 – JOINT PREPARATION**

18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**ARTICLE 19 – ENTIRE AGREEMENT**

19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

**ATTEST:** **CITY OF WESTLAKE,  
FLORIDA**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Sandra Demarco, City Clerk Roger Manning, Mayor

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_  
Pam E. Booker, City Attorney

**ATTEST:** **SHERIFF OF PALM BEACH COUNTY**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Eric Coleman, Major Ric L. Bradshaw

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Sheriff's Agency Attorney

**EXHIBIT A**

This Exhibit A was adopted as part of the Agreement effective October 01, 2019.

<b>Palm Beach County Sheriff's Office Allocations</b>	
Title	Quantity
Deputy Sheriff LE	5
<b>TOTAL</b>	<b>5</b>

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

As the City grows, future allocations will be provided through systematic tiered increases and will be mutually agreed upon.

## **Eleventh Order of Business**



**11A.**

## **NOTICE OF MEETING SCHEDULE CITY OF WESTLAKE**

The City Council of the City of Westlake will hold meetings for Fiscal Year 2020 at the Westlake Community Center located at 4005 Seminole-Pratt Whitney Road, Westlake, Florida at 6:30 p.m. on the following dates.

October 7, 2019  
October 28, 2019  
November 12, 2019  
December 9, 2019  
January 13, 2020  
February 10, 2020  
March 9, 2020  
April 13, 2020  
May 11, 2020  
June 8, 2020  
July 13, 2020  
August 10, 2020  
September 14, 2020

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Municipalities. Meetings may be continued to a date, time and location to be specified on the record at the meetings. A scheduled meeting may be cancelled by the Council based on the business needs of the City.

There may be occasions when one or more Councilmen/Councilwoman will participate via telephone. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the City Clerk at 954-603-0033 at least two (2) calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the City.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and accordingly, the person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Kenneth Cassel  
City Manager

# **Thirteenth Order of Business**

## District 15 City of Westlake Monthly Report: July 2019



Calls for Service	Monthly
Business/Residence Checks	315
Traffic Stops	91
Calls for Service (Excluding 1061's)	158
<b>All CAD Calls – Total*</b>	<b>473</b>

Traffic Summary	Monthly
Warnings (Written and Verbal)	76
Citations	16
<b>Total</b>	<b>92</b>

Data Source: CrimeView Desktop  
\*Omit Miscellaneous Calls

**Summary:** During the month of July, there were 473 generated calls within the district. 86% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Sexual Assault	0
Robbery	0
Burglary - Residential	1
Burglary - Vehicle	0
Burglary - Construction	0
Larceny	0
Motor Vehicle Theft	0
Vandalism	0
Fire	0
<b>Total</b>	<b>1</b>

**Residential Burglary:**

REPORT #	DATE/TIME FROM	DATE/TIME TO	BEAT	ADDRESS	NOTATIONS
19092995	07/13/19 16:30	07/13/19 20:30	15- 31		Unknown suspect(s) entered the residence while the victim went out for dinner and removed several pieces of jewelry. CCTV shows a red vehicle driving slowly by the residence several times.

# **Fourteenth Order of Business**

Fire Rescue Monthly Report will be provided under separate cover.