

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

Regular Meeting and Public Hearing

Monday, August 13, 2018

Meeting Location

Westlake Council Chambers

4005 Seminole Pratt-Whitney Road

Westlake, FL 33470

6:30 PM

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



Council Members

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

August 13, 2018

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 13, 2018 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. Pledge of Allegiance
3. Approval of Agenda
4. Audience Comments on Agenda Items (3) Minute Time Limit
5. Approval of Minutes of the July 9, 2018 Meeting
6. Approval of the Financial Statements for June 2018
7. Acceptance of Financial Audit for Fiscal Year 2017
8. Presentation of Final Master Plan Amendment – Administratively Approved, No Council Action Required
9. Presentation of the Meadows of Westlake Phase 1

PUBLIC HEARING

10. Resolution 2018-16 – Approving Meadows of Westlake Phase 1 Plat
11. Resolution 2018-17 - Notice of Intent on National Flood Insurance Program
12. Budget Discussion and Presentation (Ken Cassel)
 - A. Resolution 2018-18 – Setting Dates for Preliminary and Final Budget Hearings
 - B. Resolution 2018-19 - Setting Proposed Millage Rate
13. IT Services Agreements
14. City of Westlake and Seminole Improvement District Cost Sharing Agreement
15. Response Time Report from Palm Beach County Fire Rescue – Informational Only
16. PBSO Monthly Report – Informational Only
17. Manager’s Report
18. Attorney’s Report
19. Audience Comments on Other Items (3) Minute Time Limit
20. Council Comments
21. 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.
John Carter

Terry Lewis
Kelley Burke

Fifth 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 9, 2018, 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
Karina 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
Don Hearing	Coutleur & Hearing
John Carter	Minto PBLH

The following is a summary of the minutes and actions taken during the July 9, 2018 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

Mayor Manning stated there was a request to move the 10th and 11th orders of business up to be addressed after the approval of the minutes.

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

FOURTH ORDER OF BUSINESS

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

There being none, the next item followed.

July 9, 2018

FIFTH ORDER OF BUSINESS

Approval of Minutes of the June 11, 2018 Meeting

On MOTION by Councilwoman Crump seconded by Vice Mayor Long Robinson with all in favor the minutes of the June 11, 2018 meeting were approved.

PUBLIC HEARING

Mr. Hearing addressed the Board and provided a presentation of the amended final plat for Town Center Parkway South, Phase II and the final plat for ILEX Way Phase I.

TENTH ORDER OF BUSINESS

Resolution 2018-14 – Approving the Amended Final Plat of Town Center Parkway South, Phase II

Mr. Cassel read Resolution 2018-14 by title only.

On MOTION by Councilman Everett seconded by Councilman Stanavitch with all in favor Resolution 2018-14, approving the amended final plat of Town Center Parkway South, Phase II, was adopted.

ELEVENTH ORDER OF BUSINESS

Resolution 2018-15 – Approving the Final Plat ILEX Way Phase I

Mr. Cassel read Resolution 2018-15 by title only.

On MOTION by Councilwoman Crump seconded by Vice Mayor Long Robinson with all in favor Resolution 2018-15, approving the final plat ILEX Way Phase I, was adopted.

SIXTH ORDER OF BUSINESS

Approval of Financial Statements for May 2018

On MOTION by Councilman Stanavitch seconded by Councilwoman Crump with all in favor the financials for May 2018 were approved.

SEVENTH ORDER OF BUSINESS

Interlocal Agreement with Solid Waste Authority – Solid Waste and Recycling Collection Services

Ms. Booker provided an overview of the Interlocal Agreement with Solid Waste Authority for solid waste and recycling services.

Mr. Cassel read the agreement by title only.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Everett with all in favor the Interlocal Agreement with Solid Waste Authority for solid waste and recycling collection services was approved.

EIGHTH ORDER OF BUSINESS

Interlocal Agreement Solid Waste Authority – Disaster Debris Management

Ms. Booker provided an overview of the Interlocal Agreement with Solid Waste Authority for disaster debris management.

Mr. Cassel read the agreement by title only.

On MOTION by Councilman Stanavitch seconded by Vice Mayor Long Robinson with all in favor the Interlocal Agreement with Solid Waste Authority for disaster debris management was approved.

NINTH ORDER OF BUSINESS

Interlocal Agreement with Solid Waste Authority – Municipal Revenue Sharing Recycling Program

Ms. Booker provided an overview of the Interlocal Agreement with Solid Waste Authority for Municipal Revenue Sharing Recycling Program.

Mr. Cassel read the agreement by title only.

On MOTION by Councilwoman Crump seconded by Vice Mayor Long Robinson with all in favor the Interlocal Agreement with Solid Waste Authority for Municipal Revenue Sharing Recycling Program was approved.

TWELFTH ORDER OF BUSINESS

Consideration of Bid for IT Services – Backup to be Provided Under Separate Cover

Mr. Cassel stated they are still in discussions with Avatara regarding the contract.

THIRTEENTH ORDER OF BUSINESS

Response Time Report from Palm Beach County Fire Rescue – Informational Only

This item is for informational purposes only.

FOURTEENTH ORDER OF BUSINESS

PBSO Monthly Report – Informational Only

This item is for informational purposes only.

July 9, 2018

FIFTEENTH ORDER OF BUSINESS

Manager's Report

Mr. Cassel reported the following:

- Recycling and trash containers are being delivered to new residents.
- Account information is being set up for water and wastewater services to new residents.
- The Seminole Pratt Whitney project is progressing well. Traffic will be split in the next week or two. There will be one north bound lane on the east side and one southbound lane on the west side. The project is expected to be closed out by the end of the month.
- Staff continues to have land development regulation meetings.

SIXTEENTH ORDER OF BUSINESS

Attorney's Report

Ms. Booker reported the following:

- The first check was received last week from FP&L for the Franchise Agreement.
- The three Interlocal Agreements with Palm Beach County approved by the Council in June are expected to be on the County Agenda for August.
- There are still inquiries for the Housing Program, but no new submittals.

SEVENTEENTH ORDER OF BUSINESS

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

Mr. Carter provided the Council with an update on development by Minto PBLH.

EIGHTEENTH ORDER OF BUSINESS

Council Comments

The following comments were made:

- Vice Mayor Long Robinson asked if funds were being allocated for a City Hall. Mr. Cassel responded funds will be earmarked in the Fiscal Year 2019 budget.
- Vice Mayor Long Robinson provided an update on the Book Bag Pop-Up Giveaway Program. There has been an overwhelming response to the program with over three hundred book bags filled with supplies being donated.

NINETEENTH ORDER OF BUSINESS

Adjournment

There being no further business, the meeting adjourned at 7:04 p.m.

Kenneth Cassel
City Manager

Roger Manning
Mayor

Sixth Order of Business



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Steven Fowler, Accountant II, Alan Baldwin, Accounting Manager
CC: Ken Cassel, City Manager
DATE: August 3, 2018
SUBJECT: June Financial Report

Please find attached the June 2018 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City is provided below. Should you have any questions or require additional information, please contact me at Steven.Fowler@inframark.com.

General Fund

- Total Revenue was approximately 106% of the annual budget which includes revenue from a funding agreement with Minto Community LLC. (Developer) and fees for Building, Engineering and Planning/Zoning Permits. 100% of Ad Valorem Tax has been collected.
- Total expenditures through June were approximately 79% of the annual budget.
 - Capital Outlay-Equipment - 48-gallon nestable cart - \$10,973

Special Revenue Fund – Housing Assistance Program

- A budget amendment was approved in January.

Table of Contents

<u>FINANCIAL STATEMENTS</u>	Page #
Balance Sheet	1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	2 - 4
Special Revenue Fund (Housing Assistance Program)	5
<u>SUPPORTING SCHEDULES</u>	
Cash and Investment Report	6
Bank Reconciliation	7
Check Register	8-9

City of Westlake

Financial Statements

June 30, 2018

Balance Sheet
June 30, 2018

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 842,772	\$ -	\$ 842,772
Accounts Receivable	151,571	-	151,571
Due From Other Gov'tl Units	12,800	-	12,800
Due From Other Districts	463	-	463
Due From Other Funds	10,000	-	10,000
Investments:			
Money Market Account	87,061	281,315	368,376
Prepaid Items	159,973	-	159,973
TOTAL ASSETS	\$ 1,264,640	\$ 281,315	\$ 1,545,955
<u>LIABILITIES</u>			
Accounts Payable	\$ 153,109	\$ -	\$ 153,109
Accrued Expenses	19,700	-	19,700
Solid Waste fees	1,792	-	1,792
Impact Fees Payable	219,062	-	219,062
Due To Other Funds	-	10,000	10,000
TOTAL LIABILITIES	393,663	10,000	403,663
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	159,973	-	159,973
Restricted for:			
Special Revenue	-	271,315	271,315
Unassigned:	711,004	-	711,004
TOTAL FUND BALANCES	\$ 870,977	\$ 271,315	\$ 1,142,292
TOTAL LIABILITIES & FUND BALANCES	\$ 1,264,640	\$ 281,315	\$ 1,545,955

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2018

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 2,000	\$ 1,500	\$ 730	\$ (770)
Ad Valorem Taxes	138,030	138,030	140,217	2,187
Ad Valorem Taxes - Discounts	(5,521)	(5,521)	(5,463)	58
Local Option Gas Tax	-	-	68	68
Public Services Tax-Water	-	-	12,800	12,800
Communication Services Taxes	-	-	6,856	6,856
Occupational Licenses	5,000	3,750	4,680	930
Building Fees	160,000	120,000	771,532	651,532
Engineering Fees	-	-	179,938	179,938
Planning & Zoning Fees	-	-	79,360	79,360
Other Licenses, Fees & Permits	-	-	758	758
Local Govt .05c Sales Tax	1,000	750	-	(750)
Administrative Fees	-	-	24,351	24,351
Judgements and Fines	-	-	99	99
Other Impact Fees	1,500	1,125	-	(1,125)
Developer Contribution	1,580,967	1,053,978	769,568	(284,410)
Lien Search Fee	-	-	238	238
Inspection Fees	1,000	750	2,150	1,400
TOTAL REVENUES	1,883,976	1,314,362	1,987,882	673,520

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2018

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Mayor/Council Stipend	204,000	153,000	153,000	-
FICA Taxes	15,606	11,705	11,705	-
ProfServ-Engineering	100,000	75,000	107,339	(32,339)
ProfServ-Legal Services	284,280	213,210	218,540	(5,330)
ProfServ-Legislative Expense	18,000	13,500	18,000	(4,500)
ProfServ-Planning/Zoning Board	170,000	127,500	170,502	(43,002)
ProfServ-Consultants	40,000	30,000	14,700	15,300
ProfServ-Building Permits	160,000	120,000	435,394	(315,394)
Management Services	283,830	212,873	256,558	(43,685)
ProfServ-Web Site Maintenance	5,900	4,425	3,925	500
Auditing Services	7,000	3,500	-	3,500
Communication - Telephone	7,500	5,625	2,187	3,438
Postage and Freight	1,500	1,125	1,049	76
Lease - Building	500	500	500	-
Insurance - General Liability	15,000	15,000	6,000	9,000
Printing and Binding	1,000	750	-	750
Legal Advertising	10,000	7,500	19,747	(12,247)
Miscellaneous Services	-	-	439	(439)
General Government	33,360	25,020	14,395	10,625
Council Expenses	10,000	7,500	-	7,500
Misc-Contingency	90,000	67,500	11,597	55,903
Office Supplies	2,500	1,875	5,106	(3,231)
Dues, Licenses, Subscriptions	9,000	6,750	3,805	2,945
Cap Outlay - Equipment	-	-	10,973	(10,973)
Cap Outlay - Office Computers	20,000	15,000	-	15,000
Cap Outlay - Software	120,000	90,000	-	90,000
Total Administration	1,608,976	1,208,858	1,465,461	(256,603)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2018

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Other Public Safety</u>				
Contracts-Sheriff	275,000	206,250	29,388	176,862
Total Other Public Safety	275,000	206,250	29,388	176,862
TOTAL EXPENDITURES	1,883,976	1,415,108	1,494,849	(79,741)
Excess (deficiency) of revenues				
Over (under) expenditures	-	(100,746)	493,033	593,779
Net change in fund balance	\$ -	\$ (100,746)	\$ 493,033	\$ 593,779
FUND BALANCE, BEGINNING (OCT 1, 2017)	377,944	377,944	377,944	
FUND BALANCE, ENDING	\$ 377,944	\$ 277,198	\$ 870,977	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2018

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 1,585	\$ 1,585
Developer Contribution	316,500	316,500	316,500	-
TOTAL REVENUES	316,500	316,500	318,085	1,585
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Admin Fee (%)	22,155	16,616	-	16,616
Assistance Program	294,345	220,759	46,745	174,014
Bank Fees	-	-	25	(25)
Total Administration	316,500	237,375	46,770	190,605
TOTAL EXPENDITURES	316,500	237,375	46,770	190,605
Excess (deficiency) of revenues Over (under) expenditures	-	79,125	271,315	192,190
Net change in fund balance	\$ -	\$ 79,125	\$ 271,315	\$ 192,190
FUND BALANCE, BEGINNING (OCT 1, 2017)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ 79,125	\$ 271,315	

City of Westlake

Supporting Schedules

June 30, 2018

Cash and Investment Report

June 30, 2018

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	n/a	\$842,772
Money Market	BankUnited	MMA	n/a	1.00%	\$87,061
				Subtotal	<u>\$929,833</u>

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	n/a	1.00%	\$281,315
				Subtotal	<u>\$317,256</u>
				Total	<u><u>\$1,247,090</u></u>

City of Westlake

Bank Reconciliation

Bank Account No. 0300 Bank United - GF
 Statement No. 06-18
 Statement Date 6/30/2018

G/L Balance (LCY)	842,772.00	Statement Balance	842,224.70
G/L Balance	842,772.00	Outstanding Deposits	1,272.30
Positive Adjustments	0.00		
		Subtotal	843,497.00
Subtotal	842,772.00	Outstanding Checks	725.00
Negative Adjustments	0.00	Differences	0.00
		Ending Balance	842,772.00
Ending G/L Balance	842,772.00		
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
6/20/2018	Payment	7491	MARK L. DUBOIS	725.00	0.00	725.00
Total Outstanding Checks.....				725.00		725.00
Outstanding Deposits						
6/30/2018		CREDIT CAR	RENEWAL FEE/PERMIT	G/L Ac 1,272.30	0.00	1,272.30
Total Outstanding Deposits.....				1,272.30		1,272.30

City of Westlake

Check register

June 1-30, 2018

CITY OF WESTLAKE

**Payment Register by Fund
For the Period from 6/1/2018 to 6/30/2018
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
----------	-----------------	------	-------	-------------	---------------------	--------------------------	---------------	-------------

GENERAL FUND - 001

001	7479	06/05/18	DAKIM, INC	111598	DATE STAMP	Office Supplies	551002-51301	\$264.78
001	7480	06/05/18	T-MOBILE USA, INC.	63851-053018	SERVICE FOR 4/21-5/20/18	Communication - Telephone	541003-51301	\$218.70
001	7481	06/05/18	INFRAMARK, LLC	30679	MANAGEMENT FEES 5/18	Management Services	531093-51301	\$31,196.83
001	7481	06/05/18	INFRAMARK, LLC	30679	MANAGEMENT FEES 5/18	Postage and Freight	541006-51301	\$9.40
001	7481	06/05/18	INFRAMARK, LLC	30679	MANAGEMENT FEES 5/18	WEB	531094-51301	\$366.67
001	7481	06/05/18	INFRAMARK, LLC	30679	MANAGEMENT FEES 5/18	Office Supplies	551002-51301	\$14.20
001	7481	06/05/18	INFRAMARK, LLC	30679	MANAGEMENT FEES 5/18	Communication - Telephone	541003-51301	\$204.88
001	7482	06/05/18	CARD SERVICES CENTER	0935-051018	PURCHASES FOR 4/12 THRU 5/12/1	Miscellaneous Services	549001-51301	\$439.00
001	7482	06/05/18	CARD SERVICES CENTER	0935-051018	PURCHASES FOR 4/12 THRU 5/12/1	AMAZON REPLACEMENT PADS	551002-51301	\$6.89
001	7482	06/05/18	CARD SERVICES CENTER	0935-051018	PURCHASES FOR 4/12 THRU 5/12/1	AMAZON PAPER	551002-51301	\$81.28
001	7482	06/05/18	CARD SERVICES CENTER	0935-051018	PURCHASES FOR 4/12 THRU 5/12/1	AMAZON REPLACEMENT PADS	551002-51301	\$7.20
001	7482	06/05/18	CARD SERVICES CENTER	0935-051018	PURCHASES FOR 4/12 THRU 5/12/1	PIZZA	549900-51301	\$89.86
001	7482	06/05/18	CARD SERVICES CENTER	0935-051018	PURCHASES FOR 4/12 THRU 5/12/1	PALM BEACH COUNTY LEAG	549900-51301	\$77.78
001	7482	06/05/18	CARD SERVICES CENTER	0935-051018	PURCHASES FOR 4/12 THRU 5/12/1	PALM BEACH COUNTY LEAG	549900-51301	\$13.23
001	7483	06/05/18	ANNE M. GANNON-TAX COLLECTOR	2018 POSTAGE	POSTAGE FOR TAX NOTICE	Postage and Freight	541006-51301	\$9.00
001	7484	06/08/18	PBC SHERIFF'S OFFICE	60161	OFF DUTY SECURITY 5/14/18	Contracts-Sheriff	534100-52901	\$212.00
001	7485	06/08/18	MARK L. DUBOIS	18180	SERVICE FOR 5/18	M.Dubois May-RECLASS TO 531075	531093-51301	\$800.00
001	7486	06/13/18	PBC SHERIFF'S OFFICE	60190	OFF DUTY 5/1/18-5/31/18	Contracts-Sheriff	534100-52901	\$6,460.00
001	7487	06/13/18	PBC FINANCE DEPARTMENT	TLAKE-053118	IMPACT FEES-MAY 2018	Other Current Liabilities	229000	\$45,376.82
001	7488	06/14/18	NOVA ENGINEERING AND	0164035	SERVICES 4/29/18-05/26/18	ProfServ-Building Permits	531091-51501	\$55,038.75
001	7489	06/14/18	FED EX	6-203-09438	OVERNIGHT 05/31/18	Postage and Freight	541006-51301	\$27.79
001	7490	06/18/18	CMG-PB REMITTANCE ADDRESS	35857-053118	NOTICE OF ORDINANCE 5/30-6/11	Legal Advertising	548002-51301	\$120.40
001	7491	06/20/18	MARK L. DUBOIS	18182	SERVICES 6/4/18-6/14/18	ProfServ-Mgmt Consulting Serv	531027-51301	\$725.00
001	7492	06/21/18	LAW OFFICES OF PAM E. BOOKER, ESQ	124	LEGAL SERVICE FOR 6/18	ProfServ-Legal Services	531023-51401	\$24,282.25
001	7493	06/21/18	CHEN MOORE & ASSOCIATES, INC.	0000135371	SERVICE FOR 5/1 THRU 5/31/18	ProfServ-Engineering	531013-51501	\$6,991.68
001	7494	06/21/18	SOLID WASTE AUTHORITY	053118-SWA	SOLID WASTE FEES-FEB-MAY 2018	Solid Waste fees	202130	\$11,094.84
001	7495	06/22/18	OFFICE DEPOT	151946642001	PLASTIC TABS	Office Supplies	551002-51301	\$13.38
001	7495	06/22/18	OFFICE DEPOT	151946643001	PLASTIC TABLE	Office Supplies	551002-51301	\$105.34
001	7495	06/22/18	OFFICE DEPOT	151943926001	MISC OFFICE SUPPLIES	Office Supplies	551002-51301	\$104.62
001	DD135	06/05/18	CARD SERVICES CENTER	051018-ACH	PURCHASES FOR 4/12-5/12/18 DOU	Miscellaneous Services	549001-51301	\$439.00
001	DD135	06/05/18	CARD SERVICES CENTER	051018-ACH	PURCHASES FOR 4/12-5/12/18 DOU	Office Supplies	551002-51301	\$6.89
001	DD135	06/05/18	CARD SERVICES CENTER	051018-ACH	PURCHASES FOR 4/12-5/12/18 DOU	Office Supplies	551002-51301	\$81.28
001	DD135	06/05/18	CARD SERVICES CENTER	051018-ACH	PURCHASES FOR 4/12-5/12/18 DOU	Office Supplies	551002-51301	\$7.20
001	DD135	06/05/18	CARD SERVICES CENTER	051018-ACH	PURCHASES FOR 4/12-5/12/18 DOU	Misc-Contingency	549900-51301	\$89.86

CITY OF WESTLAKE

**Payment Register by Fund
For the Period from 6/1/2018 to 6/30/2018
(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	DD135	06/05/18	CARD SERVICES CENTER	051018-ACH	PURCHASES FOR 4/12-5/12/18 DOU	Misc-Contingency	549900-51301	\$77.78
001	DD135	06/05/18	CARD SERVICES CENTER	051018-ACH	PURCHASES FOR 4/12-5/12/18 DOU	Misc-Contingency	549900-51301	\$13.23
001	7478	06/11/18	PHILLIP D EVERETT	PAYROLL	June 11, 2018 Payroll Posting			\$2,909.27
001	DD126	06/11/18	KARA S. CRUMP	PAYROLL	June 11, 2018 Payroll Posting			\$2,784.77
001	DD127	06/11/18	KATRINA L. LONG	PAYROLL	June 11, 2018 Payroll Posting			\$2,784.77
001	DD128	06/11/18	ROGER B MANNING	PAYROLL	June 11, 2018 Payroll Posting			\$2,826.27
001	DD129	06/11/18	JOHN A. STANAVITCH	PAYROLL	June 11, 2018 Payroll Posting			\$2,867.77
							Fund Total	\$199,240.66

Total Checks Paid	\$199,240.66
--------------------------	---------------------

Seventh Order of Business

City of Westlake, Florida
ANNUAL FINANCIAL REPORT
September 30, 2017

City of Westlake, Florida
ANNUAL FINANCIAL REPORT

Fiscal Year Ended September 30, 2017

TABLE OF CONTENTS

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITORS	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-7
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements	
Statement of Net Position	8
Statement of Activities	9
Fund Financial Statements:	
Balance Sheet – General Fund	10
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balances – General Fund	12
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	13
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	14
Notes to Financial Statements	15-20
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	21-22
MANAGEMENT LETTER	23-24



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the City of Westlake, Florida (the "City") as of and for the year ended September 30, 2017, and the related notes to financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

- 1 -

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of City of Westlake, Florida, as of September 30, 2017, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

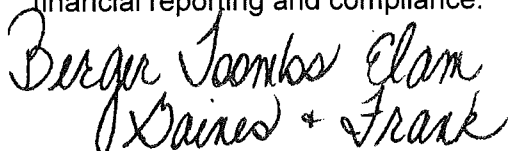
Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated August 2, 2018 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

August 2, 2018

City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2017

Management's discussion and analysis of the City of Westlake, Florida (the "City") financial performance provides an analysis of the City's financial activities. The analysis provides summary financial information for the City and should be read in conjunction with the City's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The City's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the City's financial position and results of operations. The *Fund financial statements* present financial information for the City's major funds. The *Notes to financial statements* provide additional information concerning the City's finances.

The *Government-wide financial statements* include the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the City, with the difference between assets and liabilities reported as net position. Net position is reported in one category; 1) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the City and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the City. To assist in understanding the City's operations, expenses have been reported as governmental activities. Governmental activities funded by the City include general government.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the City. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2017

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the City's General Fund. *Fund financial statements* provide more detailed information about the City's activities. Individual funds are established by the City to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* are designed to provide the reader with a broad overview of the City's finances, in a manner similar to a private sector business. In the government-wide **statement of net position**, the governmental activities column is presented on a consolidated basis and is reported on a full-accrual economic resource basis, which recognizes all noncurrent assets and receivables as well as all noncurrent debt and obligations. The effect of interfund activity has been eliminated from the *government-wide financial statements*. In contrast, the governmental fund financial statements are grouped into funds to account for and to maintain control over resources that have been segregated for specific activities or objectives. The *fund financial statements* are presented using the current financial resources measurement focus and the modified accrual basis where as revenues are recorded when collected in the current year or within 60 days of year-end and expenditures are recorded when a liability is incurred. The difference between the two statements arises primarily from the long-term economic focus of the *government-wide statements* versus the current financial resources focus of the *fund financial statements*. A reconciliation of the *government-wide* and the *fund financial statement* is provided to illustrate these differences.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the City. Additional information about the accounting practices of the City are included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2017.

- ◆ The City's total assets exceeded total liabilities by \$1,354,344 (net position). Net investment in capital assets totaled \$976,400 and unrestricted net position was \$377,944.
- ◆ Governmental activities revenues totaled \$2,338,243 while governmental activities expenses totaled \$1,313,584.

**City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2017**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the City

The following schedule provides a summary of the assets, liabilities and net position of the City and is presented by category.

	Net Position	
	Governmental Activities	
	2017	2016
Current assets	\$ 454,783	\$ 815,351
Capital assets	976,400	-
Total Assets	1,431,183	815,351
Current liabilities	76,839	485,666
Net position-net investment in capital assets	976,400	-
Net position-unrestricted	377,944	329,685
Total Net Position	\$ 1,354,344	\$ 329,685

The increase in capital assets and net investment in capital assets is related to the contribution of land in the current year.

The decrease in current assets and current liabilities is related to unearned revenues in the prior year.

City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2017

The following schedule provides a summary of the changes in net position of the City and is presented by category.

Change In Net Position

	Governmental Activities	
	2017	2016
Program Revenues		
Charges for services	\$ 238,569	\$ 2,128
Operating contributions	1,117,965	535,966
Capital contributions	976,400	-
Investment earnings	1,293	-
Miscellaneous revenues	4,016	-
Total Revenues	<u>2,338,243</u>	<u>538,094</u>
Expenses		
General government	1,306,764	208,409
Public safety	6,820	-
Total Expenses	<u>1,313,584</u>	<u>208,409</u>
Changes in Net Position	1,024,659	329,685
Net Position - October 1, 2016	329,685	-
Net Position - September 30, 2017	<u>\$ 1,354,344</u>	<u>\$ 329,685</u>

The increase in operating contributions and general government expenses in the current year is related to the fact that this is the first full year of operations.

The increase in capital contributions is related to the land contribution in the current year.

**City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2017**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The City received a land contribution of \$976,400 during the year ended September 30, 2017.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily because of lower professional and legal services than were anticipated.

The September 30, 2017 budget was amended to reflect increased planning and zoning and decreased public safety expenditures than were anticipated in the original budget.

Economic Factors and Next Year's Budget

The City will continue to develop in 2018 and therefore, it is expected revenues and expenditures will increase as the City expands.

Request for Information

The financial report is designed to provide a general overview of the City's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City of Westlake, Florida, Inframark Infrastructure Management Services, 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

City of Westlake, Florida
STATEMENT OF NET POSITION
September 30, 2017

	<u>Governmental Activities</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 454,783
Non-current Assets	
Land	<u>976,400</u>
Total Assets	<u><u>1,431,183</u></u>
 LIABILITIES	
Current Liabilities:	
Accounts payable and accrued expenses	<u>76,839</u>
 NET POSITION	
Net investment in capital assets	976,400
Unrestricted	<u>377,944</u>
Total Net Position	<u><u>\$ 1,354,344</u></u>

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2017

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenues and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contribution</u>	<u>Capital Grants and Contribution</u>	<u>Governmental Activities</u>
Governmental Activities:					
General government	\$ (1,306,764)	\$ 238,569	\$ 1,117,965	\$ 976,400	\$ 1,026,170
Public safety	(6,820)	-	-	-	(6,820)
Total Governmental Activities	<u>\$ (1,313,584)</u>	<u>\$ 238,569</u>	<u>\$ 1,117,965</u>	<u>\$ 976,400</u>	<u>1,019,350</u>
General Revenues					
Investment earnings					1,293
Miscellaneous revenues					4,016
Total General Revenues					<u>5,309</u>
Change in Net Position					
					1,024,659
Net Position - October 1, 2016					
					329,685
Net Position - September 30, 2017					
					<u>\$ 1,354,344</u>

See accompanying note to financial statements.

**City of Westlake, Florida
BALANCE SHEET
GENERAL FUND
September 30, 2017**

	General Fund
ASSETS	
Cash and cash equivalents	\$ 454,783
LIABILITIES AND FUND BALANCES	
Liabilities:	
Accounts payable and accrued expenses	\$ 76,839
Fund balance:	
Unassigned	377,944
Total Liabilities and Fund Balances	\$ 454,783

See accompanying notes to financial statements.

City of Westlake, Florida
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2017

Total Governmental Fund Balances	\$ 377,944
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets not being depreciated, land used in governmental activities are not current financial resources and; therefore, are not reported at the fund statement level.	<u>976,400</u>
Net Position of Governmental Activities	<u><u>\$ 1,354,344</u></u>

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GENERAL FUND
For the Year Ended September 30, 2017

Revenues	
Licenses and permits	\$ 238,569
Developer contributions	1,117,965
Investment earnings	1,293
Miscellaneous revenues	4,016
Total Revenues	<u>1,361,843</u>
Expenditures	
Current:	
General government	1,306,764
Public safety	6,820
Total Expenditures	<u>1,313,584</u>
Net change in fund balances	48,259
Fund Balances - October 1, 2016	<u>329,685</u>
Fund Balances - September 30, 2017	<u>\$ 377,944</u>

See accompanying notes to financial statements.

City of Westlake, Florida
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2017

Net Change in Fund Balances - Total Governmental Funds	\$	48,259
--	----	--------

Amounts reported for governmental activities in the Statement of Activities are different because:

Capital assets contributed by developers do not use current resources and therefore, are not recognized at the fund level.

976,400

Change in Net Position of Governmental Activities

\$ 1,024,659

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
For the Year Ended September 30, 2017

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Taxes	\$ 68,000	\$ -	\$ -	\$ -
Licenses and permits	156,000	251,525	238,569	(12,956)
Intergovernmental revenues	1,000	-	-	-
Developer contributions	1,118,197	1,118,197	1,117,965	(232)
Investment earnings	-	-	1,293	1,293
Miscellaneous revenues	-	-	4,016	4,016
Total Revenues	<u>1,343,197</u>	<u>1,369,722</u>	<u>1,361,843</u>	<u>(7,879)</u>
Expenditures				
Current:				
General government	1,068,197	1,411,101	1,306,764	104,337
Public safety	275,000	10,000	6,820	3,180
Total Expenditures	<u>1,343,197</u>	<u>1,421,101</u>	<u>1,313,584</u>	<u>107,517</u>
Net change in fund balances	-	(51,379)	48,259	99,638
Fund Balances - October 1, 2016	<u>-</u>	<u>329,684</u>	<u>329,685</u>	<u>1</u>
Fund Balances - September 30, 2017	<u>\$ -</u>	<u>\$ 278,305</u>	<u>\$ 377,944</u>	<u>\$ 99,639</u>

See accompanying notes to financial statements.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Westlake, Florida (the “City”) have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City's more significant accounting policies are described below.

1. Reporting Entity

The City was incorporated on June 20, 2016 under the authority of Chapter 165, Florida Statutes. The City has a Council-Manager form of government and operates under the City of Westlake Charter. The governing body of the City is the City Council, which is comprised of a mayor and four council members, the first city council serves until the first election in March, 2020. In the March, 2020 election, seats 1 and 3 will be elected to a four year term. In March, 2022, the Mayor and seats 2 and 4 will be elected to a four year term.

As required by GAAP, these financial statements present the City of Westlake, Florida (the primary government) as a stand-alone government. The reporting entity for the City includes all functions of government in which the City Council exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the City has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

a. Government-wide Financial Statements

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include separate columns for the governmental and business-type activities of the primary government.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements (Continued)

Governmental activities normally are supported by special assessments and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

b. Fund Financial Statements

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

The City classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The City has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Assigned Fund Balance – This classification consists of the City Councils' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the City's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned Fund Balance is considered to be utilized first.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current year or soon thereafter to pay liabilities of the current year. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal year.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal year is considered to be an accrual item and so has been recognized as revenue of the current fiscal year.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current position. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a year.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current position, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

3. Basis of Presentation

Governmental Major Funds

General Fund – The General Fund is the City’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The City is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories; and
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

b. Capital Assets

The City defines capital assets as assets with an initial cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis is historical cost or estimated historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2017

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

c. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 166, Florida Statutes. The City utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its general fund. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general fund. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet and statement of net position as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned. The investment policy of the City follows the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2017, the City's bank balance was \$497,307 and carrying value was \$454,783. The City controls its exposure to custodial credit risk because it maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

The City's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes.

Concentration of Credit Risk

The City places no limit on the amount it may invest in any one issuer.

The types of deposits and investments and their level of risk exposure as of September 30, 2017 were typical of these items during the year then ended. The City considers any decline in fair value for certain investments to be temporary. In addition, the City has the ability to hold investments that have fair values less than cost until maturity. The City did not hold any investments as of September 30, 2017.

**City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2017**

NOTE C – CAPITAL ASSETS

	Balance 10/1/2016	Additions	Deletions	Balance 9/30/2017
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Land and Improvements	\$ -	\$ 976,400	\$ -	\$ 976,400

NOTE D – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance.

NOTE E – RELATED PARTY TRANSACTION

In August 2016, the City entered into a lease agreement with the Developer for the use of certain facilities within the City. The City agreed to pay the Developer \$500 per year for a lease term of five years with the option to renew for additional terms.



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Westlake, Florida (the "City"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, and have issued our report thereon dated August 2, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the City's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Honorable Mayor and Members of the City Council
City of Westlake, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants
Fort Pierce, Florida

August 2, 2018



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Westlake, Florida as of and for the year ended September 30, 2017, and have issued our report thereon dated August 2, 2018.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated August 2, 2018, should be considered in conjunction with this Management Letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not City of Westlake, Florida has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City of Westlake, Florida did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for City of Westlake, Florida. It is management's responsibility to monitor the City of Westlake, Florida's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2017.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the City of Westlake, Florida for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor and Members of the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

August 2, 2018

Eighth Order of Business



City of Westlake
Planning and Zoning Department
Staff Report – MPA-2018-01 –8/6/2018

PETITION DESCRIPTION

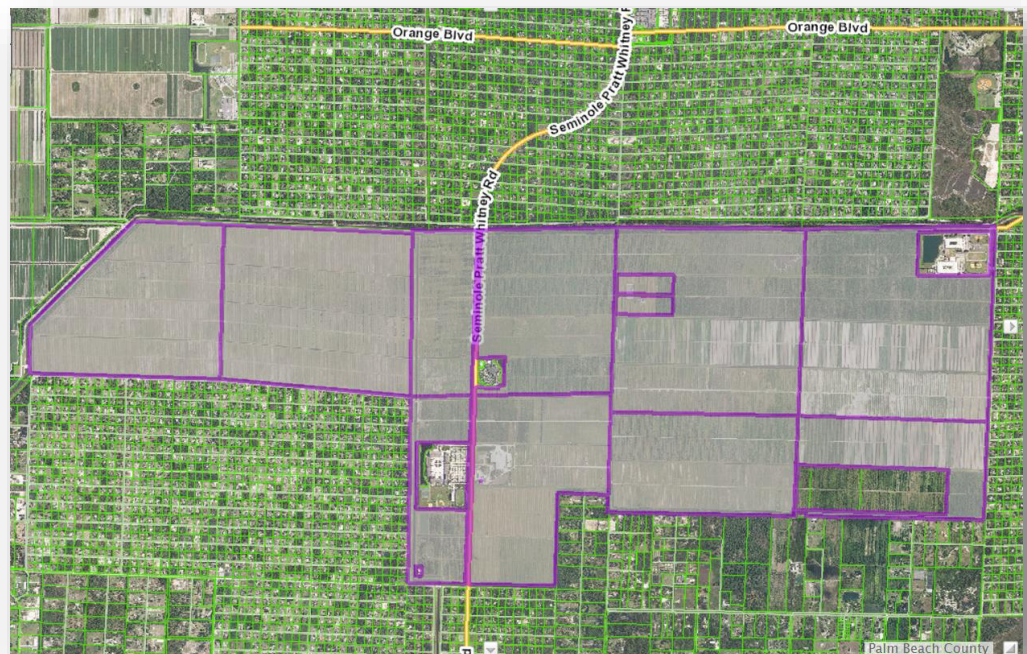
PETITION NUMBER: MPA-2018-01
APPLICANT: Cotleur & Hearing
OWNER: Minto PBLH, LLC
REQUEST: Amend the Minto Westlake Final Master Plan as follows:

- Modifications to the dwelling unit allocation in Pods M, P, R and U
- Modification to the boundary of Pods P, R, S and U, and update the roadways to be consistent with the adopted Future Land Use Map
- Adjustments to the acreages of Pods I, J and K to reflect the right of way changes to be consistent with the approved Comprehensive Plan (1.94 acres of right of way decreased, resulting in an increase of 1.94 acres within the MUPD parcels (I, J and K))
- Modifications to the Transect Plan and Phasing Plan to provide consistency with the Final Master Plan

LOCATION: Westlake, FL 33470
AFFECTED PCN: 77-41-43-05-00-000-1030; 77-41-43-06-00-000-3010; 77-41-43-06-00-000-1010; 77-40-43-12-00-000-1010; 77-41-43-08-00-000-1010; 77-40-43-01-00-000-1010; 77-41-43-07-00-000-1000

Total Gross Site Area: 3,788.60 acres
Existing Land Use: Vacant and Agricultural
Future Land Use: The City of Westlake adopted its Future Land Use Map on March 12, 2018
Zoning: Traditional Town Development (TTD); Agricultural Enclave Overlay (AGEO)

Site Location Map



BACKGROUND

On June 20, 2016, the City of Westlake was incorporated as the 39th municipality in Palm Beach County. Prior to its incorporation, the subject property received *the following approvals from the Palm Beach County Board of County Commissioners:*

October 29, 2014

- *Ordinance No. 2014-030* approved an amendment to the Comprehensive Plan for the site specific Agricultural Enclave, including a Conceptual Master Plan and Implementing Principles. The Ordinance also made various text changes to the Plan related to the Agricultural Enclave Future Land Use. These Amendments were codified and are include as part of the County's Comprehensive Plan.
- *Resolution No. 2014-1646* included rezoning the property from Agricultural Residential (AR) and Public Ownership (PO) Zoning Districts to the Traditional Town Development (TTD) Zoning District.
- *Resolution No. R-2014-1647* approved a Requested Use for a College or University to be located within the property.
- *Resolution No. R-2014-1648* approved a Requested Use for a Hotel to be located within the property.

December 8, 2014

Corrective resolution (No. R-2014-1892), which amended Engineering Condition E.9 of Resolution 2014-1646 to add "iii. Notwithstanding the foregoing, no connection of Persimmon Boulevard shall be made to 140th prior to the issuance of the 2700th dwelling unit permit."

On July 8, 2015, the Palm Beach County Development Review Officer (DRO) approved an application for the Final Master Plan, Final Phasing Plan, and Final Transect Plan.

After its incorporation, the City of Westlake approved the following Master Plan amendments:

MPA-2016-01: Approved on January 23, 2017, MPA-2016-01 modified the Master Plan as follows:

1. Reduction in TND Pod F acreage by 42 acres and 200 dwelling units
2. Increase in TND Pod P acreage by 42 acres and 200 dwelling units
3. Reduction in PUD Pod Q acreage by 21 acres
4. Increase in PUD Pod R acreage by 21 acres
5. Increase in PUD Pod Q dwelling units by 17 units
6. Reduction in PUD Pod U dwelling units by 17 units
7. Reduction in TMD Pod L acreage by 5 acres
8. Increase in Pod PC-1 acreage by 5 acres
9. Right-of-way adjustments

MPA-2017-01: Approved on November 13, 2017, MPA-2017-01 modified the Master Plan allowing minor adjustments to the pod boundaries, acreages, and dwelling units of Pods R and Q: Eleven (11) dwelling units were transferred from Pod R to Pod Q.

On March 12, 2018, the City Council adopted the City's Comprehensive Plan (Ordinance 2017-05). Until the City adopts its Code of Ordinances, all development within the City limits shall be in compliance with the County's Code of Ordinances effective at the time of its incorporation.

APPLICATION REQUEST & ANALYSIS

The applicant is requesting an amendment to the Minto Westlake Final Master Plan as follows:

1. Modifications to the dwelling unit allocation in Pods M, P, R and U
2. Modification to the boundary of Pods P, R, S and U
3. Updates to roadway configurations
4. Adjustments to the acreages of Pods I, J and K to reflect the right of way changes to be consistent with the approved Comprehensive Plan (1.94 acres of right of way decreased, resulting in an increase of 1.94 acres within the MUPD parcels (I, J and K)
5. Modifications to the Transect Plan and Phasing Plan to provide consistency with the Final Master Plan

Final Master Plan

The applicant is proposing to make the following modification to the Final Master Plan (FMP) that was previously approved on November 13, 2017 (MPA-2017-01):

- Increase in PUD Pod R dwelling units from 239 units to 388 units (increase of 149 units)
- Reduction in PUD Pod U dwelling units from 397 units to 248 units (decrease of 149 units)
- Increase in PUD Pod R acreage from 109.96 acres to 132.97 acres (increase of 23.01 acres)
- Reduction in PUD Pod U acreage from 106.60 acres to 83.59 acres (decrease of 23.01 acres)
- Reduction in Pod P dwelling units from 810 units to 500 units-age restricted/active-adult residential development- (decrease of 310 units)
- Reduction in Pod P acreage from 189.87 acres to 146.00 acres (decrease of 43.87 acres)
- Increase in Pod S dwelling units from 759 units to 1,043 units (increase of 284 units)
- Increase in Pod S acreage from 158.90 acres to 202.77 acres (increase of 43.87 acres)
- Increase in Pod M dwelling units from 600 units to 626 units (increase of 26 units)
- Revise the configuration of Pod P to reflect the proposed internal pod design.
- Update the roadway configurations on the Master Plan to be consistent with the City's recently adopted Future Land Use Map. The roadway acreages that were modified have been added to the affected pod acreage. This resulted in acreage changes to Pods I, J, and K. The acreages for Pods I and K decreased by 0.0048 percent and 6.16 percent, respectively. The acreage for Pod J increased by 15.06 percent.
- The easements and proposed ROW's (60th) contained along the northern boundary of the TTD have been updated to reflect current configuration. The approved FMP reflects overlapping easements and ROW dedications. The Applicant has worked to remove any overlapping easements from the TTD boundary, which has been depicted on the proposed FMP.

The proposed modifications in single family dwelling units will allow more density to remain close to the central core of the City in proximity to non-residential uses. **Both Pods R and U are Planned Unit Development (PUD) pods; therefore, the overall acreage of PUD areas will remain unchanged. Likewise, Pods M, P and S are Traditional Neighborhood Development (TND) pods. Therefore, the proposed reallocation of dwelling units from Pod P will not change the overall TND pod density or acreage. The total Natural Transect area remains unchanged at 55 percent.**

Table 1 summarizes amendments to the Final Master Plan including petitions 2016-01; 2017-01 and the current subject application 2018-01. The table indicates changes in acreages and the number of dwelling residential units.

Table 1. Summary of Amendments to the Final Master Plan Including the Subject Application

POD(1)		ACREAGE			Dwelling Units RESIDENTIAL			NONRESIDENTIAL
		PETITION 2016-01	PETITION 2017-01	PETITION 2018-01	PETITION 2016-01	PETITION 2017-01	PETITION 2018-01	
C	REC	125.00	125.00	125.00	-	-	-	-
B	PUD	125.00	125.00	125.00	500	500	500	-
E	TND	29.30	29.30	29.30	150	150	150	-
F	TND	32.22	32.22	32.22	150	150	150	-
G	TMD	74.95	74.95	74.95	10	10	10	350,000 SF RETAIL 150,000 SF OFFICE
H	MUPD	40.70	40.70	40.70	-	-	-	425,000 SF EDC
I	MUPD	68.38	68.38	68.05	-	-	-	175,000 SF EDC 3,000 STDNT COLLEGE
J	MUPD	32.20	32.20	37.05	-	-	-	250,000 SF EDC
K	MUPD	41.16	41.16	38.58	-	-	-	250,000 SF EDC
L	TMD	55.18	55.18	55.18	30	30	30	150,000 SF RETAIL 250,000 SF OFFICE 150 ROOM HOTEL
M	TND	115.17	115.17	115.17	600	600	626	-
N	TND	54.62	54.62	54.62	260	260	260	-
O	PUD	62.70	62.70	62.70	165	165	165	-
P	TND	189.87	189.87	146.00	810	810	500	-
Q	PUD	111.82	111.82	111.82	325	336	336	-
R	PUD	109.96	109.96	132.97	250	239	388	-
S	TND	158.90	158.90	202.77	759	759	1,043	-
T	PUD	52.56	52.56	52.56	140	140	140	-
U	PUD	106.60	106.60	83.59	397	397	248	-
V	REC	67.00	67.00	67.00	-	-	-	-
PACKING PLANT		26.80	26.80	26.80	-	-	-	PACKING PLANT
C-1	CIVIC	4.40	4.40	4.41	-	-	-	FIRE STATION
C-2	CIVIC	6.30	6.30	6.30	-	-	-	GOVERNMENT USE
C-3	CIVIC	12.00	12.00	12.00	-	-	-	ELEM. SCHOOL
C-4	CIVIC	50.00	50.00	50.00	-	-	-	DISTRICT PARK
PC-1	PRVT CIVIC	14.88	14.88	14.88	-	-	-	PRIVATE CIVIC
PC-2	PRVT CIVIC	9.56	9.56	9.56	-	-	-	PRIVATE CIVIC
PC-3	PRVT CIVIC	12.71	12.71	12.71	-	-	-	PRIVATE CIVIC
PC-4	PRVT CIVIC	11.00	11.00	11.00	-	-	-	PRIVATE CIVIC
PC-5	PRVT CIVIC	4.70	4.70	4.70	-	-	-	PRIVATE CIVIC
TOTAL		1805.64	1805.65	1807.59	4,546	4,546	4,546	

Phasing Plan

The applicant has updated the table on the Phasing plan to reflect the acreage and dwelling unit reallocations proposed within the FMP. In response to the dwelling unit modifications, the applicant has revised the phasing schedule for Phases 1, 2, and 3. Table 2 indicates the current approved Phasing plan and the proposed subject application.

Table 2. Proposed Phasing Plan Amendments

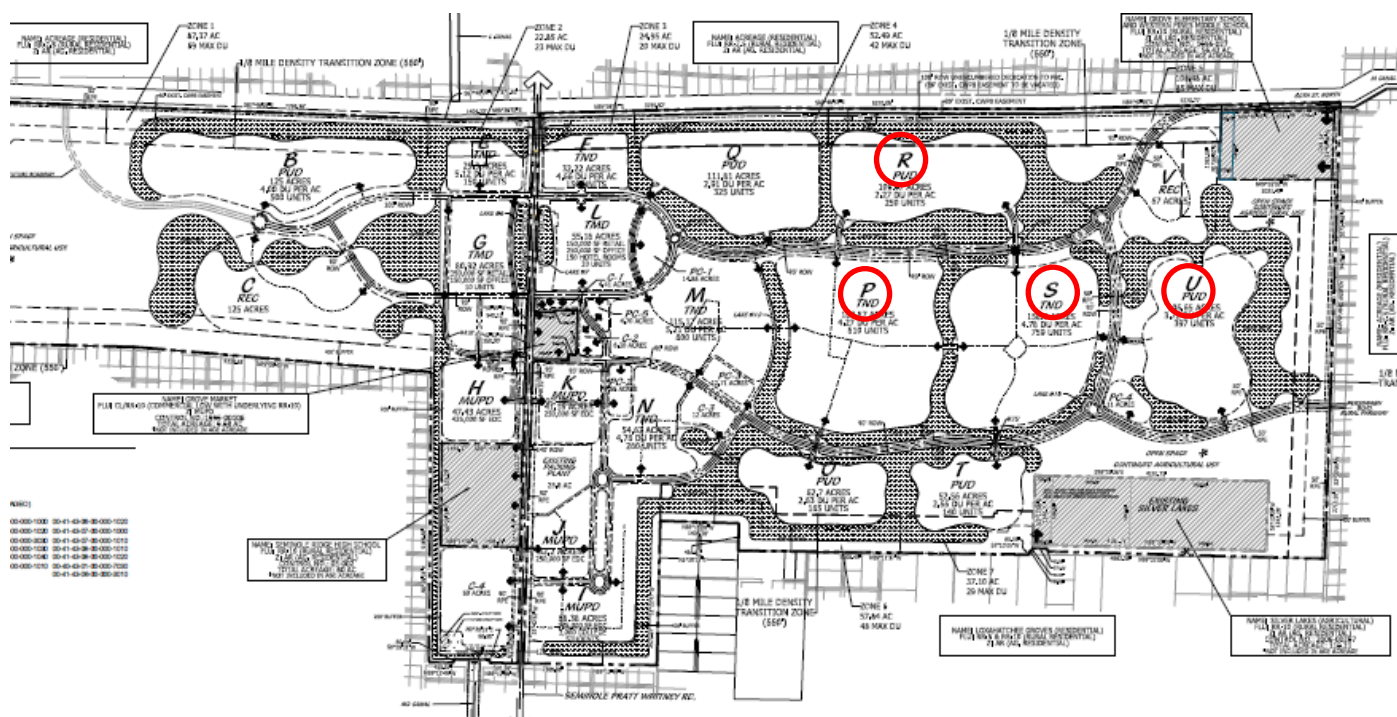
PHASING PLAN												
PHASE	PETITION MPA-2017-01						PETITION MPA-2018-01					
	PARCEL	ACRES	CUMULATIVE ACRES	DWELLING UNITS	CUMULATIVE DU	NON RES. ACRES	PARCEL	ACRES	CUMULATIVE ACRES	DWELLING UNITS	CUMULATIVE DU	NON RES. ACRES
1	F,L,P,Q	1243.05	1243.05	1,315	1,315	61.71	L,Q,R,P	1478.5	1478.50	1,254	1,254	55.18
2	R	292.69	1535.74	250	1,565	0	M	254.61	1733.11	626	1,880	0
3	J,M	191.22	1726.96	600	2,165	32.2	F,J	75.75	1808.86	150	2,030	37.05
4	G,K,N,O	403.21	2130.17	435	2,600	116.11	G,K,N,O	384.99	2193.85	435	2,465	113.53
5	I	113.27	2243.44	-	2,600	68.38	I	119.66	2313.51	-	2,465	68.05
6	B,S,T	566.35	2809.79	1,399	3,999	0	B,S,T	625.75	2939.26	1,683	4,148	0
7	U,V	593.44	3403.23	397	4,396	0	U,V	541.84	3481.10	248	4,396	0
8	E	29.28	3432.51	150	4,546	0	E	31.62	3512.72	150	4,546	0
9	C	310.74	3743.25	-	4,546	0	C	230.53	3743.25	-	4,546	0
10	H	45.35	3788.60	-	4,546	40.7	H	45.35	3788.60	-	4,546	40.7
TOTAL		3788.60	3788.60	4,546	4,546	319.1		3788.60	3788.60	4,546	4,546	314.51

The applicant is proposing to develop Pod P as a 500-unit active-adult community. The initial Palm Beach County approval of the Phasing plan only accounted for the traffic intensity of the proposed cumulative number of dwelling units in each phase. It is necessary to address the change from traditional square feet to account for the proposed 500 age restricted/active -adult units in Pod P. Therefore, the applicant has provided a traffic equivalency report based on the 1,565 dwelling units identified on the approved Phasing plan that takes into consideration the proposed age restricted/active-adult units.

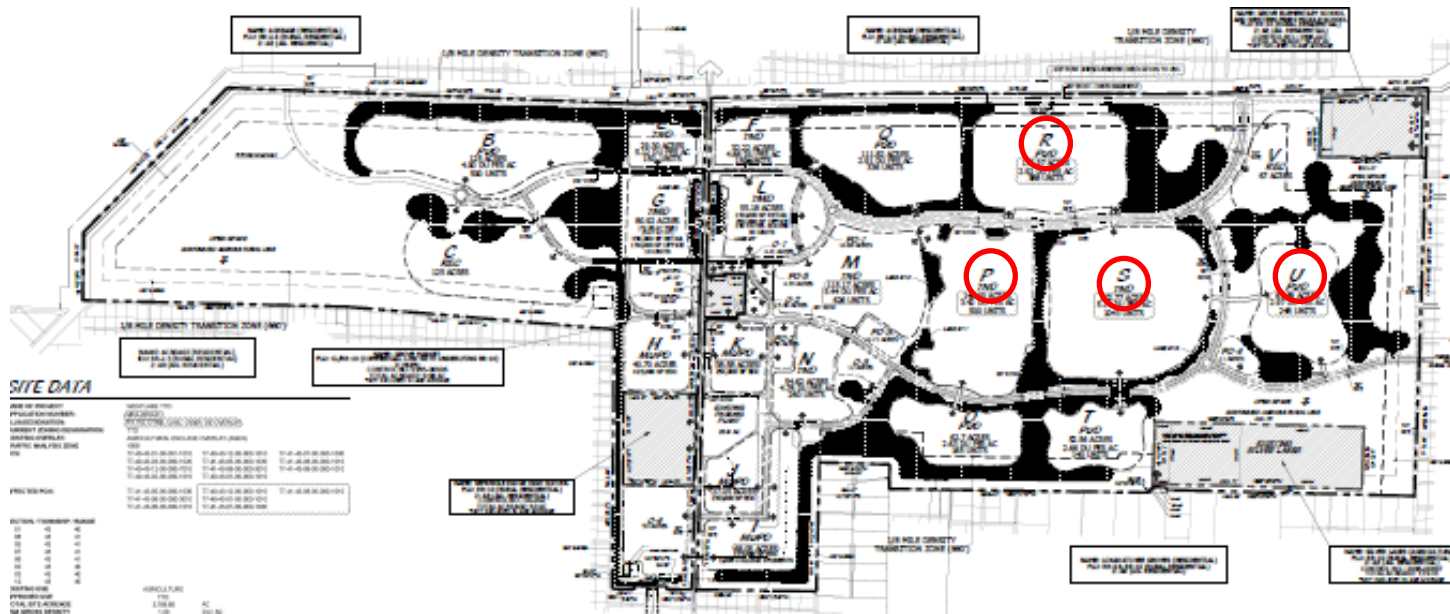
The dwelling units within Phases 1 and 2 will include detached single-family units, detached age-restricted units, and multi-family units. The 1,565 dwelling units reflected at the end of Phase 2 equates to 15,148 daily trips, 1,132 AM Peak Hour trips, and 1,225 PM Peak Hour trips. This is equivalent to 1,230 single-family units, 150 multi-family units, and 500 age-restricted units, for a total of 1,880 dwelling units. As proposed, the increase in total dwelling units at the end of Phase 2 will result in the same traffic intensity.

The maps below present a graphic depiction of the current approved Final Master Plan and the proposed amendments. The pods that are affected by this this master plan amendment are identified on the subject maps.

Approved Master Plan



Proposed Master Plan



Transect Plan

The Transect Plan has been updated to reflect the acreage and dwelling unit reallocations reflected in the FMP. The adjusted Transect Plan remains in full compliance with the Comprehensive Plan Conceptual Plan and policies. The Natural Transect consists of Rural Parkways, open space, active and passive recreation, agriculture, conservations, landscape buffers, water bodies, etc. The Westlake TTD is required to maintain a minimum Natural Transect area of 55 percent. No changes are proposed to the percentage of Natural Transect area with the subject application.

Consistency with Comprehensive Plan

The proposed amendments to the FMP are consistent with the City’s adopted Comprehensive Plan, including the Conceptual Plan, as discussed below. To ensure continued consistency with the recently adopted Comprehensive Plan, the roadways shown on the FMP have been updated to match the recently adopted Future Land Use Map. As part of the subject application, the applicant provided a status update of the applicable conditions of approval within Resolution 2014-1646. The following conditions are related to the Final Master Plan:

- All Petitions – No. 2, 3, 7, 8
- Environmental – No. 1
- Landscape- General – No. 1
- Palm Tran – No. 1, 2, 3
- Planning – No. 2, 3, 6, 8, 10, 11, 12, 14, 16, 37, 43, 47

The table below presents how the applicable conditions of approval have been previous satisfied by the certified FMP and how the proposed amendment continues to be in compliance with the conditions. The City recently adopted their Comprehensive Plan in March 2018. Included with the adoption was the Future Land Use Map (FLUM). The roadways depicted on the Future Land Use Map vary slightly from the way these roads are show in Final Master Plan. In an effort to maintain consistency with the newly adopted Comprehensive Plan, the roadways on the proposed master plan have been updated to match the FLUM.

CONDITIONS	STATUS
<p><u>ALL PETITIONS</u></p> <p>2. Prior to Final Master Plan approval by the Development Review Officer (DRO), the Master Plan, Transect Plan, and the Phasing Plan shall be revised to:</p> <ul style="list-style-type: none"> a. convert 150,000 square feet of EDC to Professional or Business Office in Pod G; b. relocate 150,000 square feet of EDC in Pod G to EDC MUPD in Pod H; and, c. convert 250,000 square feet of EDC to Professional or Business Office in Pod L. 	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>(DRO: PLANNING- Zoning)</p>	
<p>3. Prior to Final Master Plan approval by the Development Review Officer (DRO), the Concurrency table shall be modified to remove the notation "Requested uses other than college or hotel will be subject to BCC approval." (DRO: ZONING- Zoning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>4. Development of the Traditional Town Development shall be developed in accordance with the Preliminary Phasing Plan dated October 15, 2014 subject to the following limitation: A minimum of sixty (60) percent of the current phase's non-residential square feet and one hundred (100) percent of the prior phase's</p>	<p>Ongoing</p>

non-residential square feet shall receive a Certificate of Occupancy (CO) or Certificate of Completion (CC) prior to any residential building permit application for the next phase. (ONGOING: PLANNING- Planning)

ENVIRONMENTAL

1. A Phase II Environmental Audit, with emphasis on the areas used as storage for regulated substances and the areas designated for residential development, shall be submitted to the Department of Environmental Resources Management for review and approval prior to Final Master Plan approval by the Development Review Officer. DRO: ENVIRONMENTAL RESOURCES MANAGEMENT Environmental Resources Management)

The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.

LANDSCAPE-GENERAL

1. Prior to Final Master Plan Approval by the Development Review Officer (DRO), the Property Owner shall submit a Conceptual Landscape Plan for the Landscape Buffer as described in Landscape Condition 2. The Landscape Plan may be combined with the Rural Parkway Conceptual Landscape Plan pursuant to the requirements of Planning Conditions. (DRO: ZONING- Zoning)

The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.

PALM TRAN

1. Prior to Final Master Plan Approval by the Development Review Officer, the Applicant shall submit an Access Management Plan to Palm Tran for review and approval. The Plan shall indicate the location of an easement for a Bus Stop Boarding and Alighting Area at approximately every quarter-mile along the main conveyance of Seminole-Pratt Whitney Road. The purpose of this easement is for the future construction of mass transit infrastructure in a manner acceptable to Palm Tran. The easement location shall also be shown the roadway design plans for Seminole Pratt-Whitney Road and the related rural parkway plans. (DRO/ONGOING: PALM-TRAN- Palm-Tran)

The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.

2. Prior to Final Master Plan Approval by the Development Review Officer, the Applicant shall submit an Access Management Plan to Palm Tran for review and approval. The Plan shall indicate a Bus Bay and/or Bulb Out at a Bus Stop Boarding and Alighting Area at approximately every half-mile along the main conveyance of Seminole-Pratt Whitney Road. This requirement, in conjunction with a Bus Stop Boarding and Alighting Area easement, is for the future construction of mass transit infrastructure in a manner acceptable to Palm Tran.

The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.

The Bus Bay and/or Bulb Out location shall also be shown on the roadway design plans for Seminole Pratt-Whitney Road and the related rural parkway plans. (DRO/ONGOING: PALM-TRAN - Palm-Tran)

3. Prior to Final Master Plan Approval by the Development Review Officer, the Master Plan shall be revised to indicate a minimum two-acre Park and Ride lot with a Bus Bay and/or Bulb Out at a Bus Stop Boarding and Alighting Area in Pod I, in conjunction with the development of the community college, and shall be subject to the approval of Palm Tran. This requirement, in conjunction with a Bus Stop Boarding and Alighting Area easement, is for the future construction of mass transit infrastructure in a manner acceptable to Palm Tran. The 2-acre Park and Ride lot and pertinent information shall also be shown on the Site plan for Pod I. (DRO/ONGOING: PALM-TRAN - Palm-Tran)

The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.

PLANNING-LAND USE ORDINANCE

- 2. Non-residential uses shall be limited to the following maximum intensities:
 - a. 500,000 square feet of Commercial uses;
 - b. 450,000 square feet of Commercial Office uses;
 - c. 1,050,000 square feet of Light Industrial and Research and Development Uses (defined as those that are not likely to cause undesirable effects upon nearby areas; these uses shall not cause or result in the dissemination of excessive dust, smoke, fumes, odor, noise, vibration or light beyond the boundaries of the lot on which the use is conducted);
 - d. 200,000 square feet of Civic uses;
 - e. 150 room Hotel; and
 - f. 3,000 student College/University. (ONGOING: PLANNING – Planning)

The proposed FMP amendment does not exceed the maximum intensities stated herein.

<p>3. Development of the site must conform with the Site Data table, the Conceptual Plan and the Implementing Principles. (ONGOING: PLANNING- Planning)</p>	<p>The proposed FMP amendment does conform to the approved site data table, Conceptual Plan, and Implementing Principles.</p>
<p>6. The Conceptual Plan and Implementing Principles require: <ul style="list-style-type: none"> a. The Conceptual Plan establishes a maximum of 15% of Enclave may be developed under the PUD-Residential Pod standards; b. The Conceptual Plan depicts the location of Rural Parkways; and c. The Implementing Principles establishes provisions consistent with the "Transect Zone" definition in the Comprehensive Plan. (ONGOING: PLANNING- Planning) </p>	<p>The proposed FMP amendment is in compliance with this condition and percentage thresholds.</p>
<p>8. To ensure a balanced development with a diversity of uses: at the time of rezoning and any subsequent Development Order Amendments, the project shall include a Phasing Plan and/or Conditions of Approval requiring minimum non-residential uses to be concurrent with residential uses, unless all non-residential uses are built out. (ONGOING: PLANNING- Planning)</p>	<p>The proposed amendment includes an updated Phasing Plan, which demonstrates residential and non-residential uses being provided in Phase I of development.</p>
<p>10. Prior to Final Master Plan approval by the Development Review Officer (DRO), the Transect Plan shall be revised to include a table indicating minimum dimensions for the Natural Transect. (DRO: PLANNING- Planning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>11. Prior to Final Master Plan approval by the Development Review Officer (DRO), the Transect Plan shall be revised to indicate a minimum of fifty-five (55) percent of the total land area designated as Natural Transect. (DRO: PLANNING- Planning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>12. Prior to Final Master Plan approval by the Development Review Officer (DRO), the Transect Plan and associated table shall be revised to indicate the location, quantities, and requirements of the Sub-urban Transect Subzones. (DRO: PLANNING- Planning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>14. Prior to Final Master Plan approval by the Development Review Officer (DRO),</p>	

<p>the Property Owner shall provide a conceptual Rural Parkway Landscape Plan , for the subject length of Seminole Pratt-Whitney Road identified as a Rural Parkway in the Comprehensive Plan, subject to approval by the Planning Division, to include the following minimum quantities per segment, per side of the road:</p> <ol style="list-style-type: none"> a. Canopy trees, 1 per 1,100 square feet of Rural Parkway Easement; b. Flowering Trees, 1 per 2,000 square feet of Rural Parkway Easement; c. Palms, 1 per 1,800 square feet of Rural Parkway Easement; d. Pines, 1 per 4,000 square feet of Rural Parkway Easement; e. Large Shrubs, 1 per 400 square feet of Rural Parkway Easement; f. Medium Shrubs, 1 per 300 square feet of Rural Parkway Easement; g. Small Shrubs, 1 per 200 square feet of Rural Parkway Easement; and h. Turf grass and other groundcover as applicable for areas not planted with landscape material. (DRO: PLANNING – Planning) 	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>16. Prior to Final Master Plan approval by the Development Review Officer (DRO), the Property Owner shall submit detailed architectural and landscape plans for the proposed "context-sensitive community identification monuments" within the Seminole Pratt Whitney Rural Parkway that include plans, elevations, relevant details, and indicate materials, finishes and colors for discretionary review and approval by the Planning Director. These shall then be incorporated into the Design Standards. (DRO: PLANNING -Planning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>37. Prior to Final Master Plan approval by the DRO, the Property Owner shall submit detailed architectural and landscape plans for the proposed "context-sensitive community identification monuments" within the Persimmon Road Rural Parkway that include plans, elevations, relevant details, and indicate materials, finishes and colors for discretionary review and approval by the Planning Director. These shall then be incorporated into the Design Standards (DRO: PLANNING –Planning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>43. Prior to Final Master Plan approval by the DRO, the property owner shall submit detailed architectural and landscape plans for the proposed "context-sensitive community identification monuments" within the "Town Center Parkway" Rural Parkway that include plans, elevations, relevant details, and indicate materials, finishes and colors for discretionary review and approval by the Planning Director. These shall then be incorporated into the Design Standards. (DRO: PLANNING- Planning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>
<p>47. Prior to Final Master Plan approval, the Master Plan shall be revised to incorporate the "AG Enclave TTD Pod Limitations" table as depicted on the adopted Conceptual Plan. (DRO: PLANNING- Planning)</p>	<p>The condition was satisfied with the approved Final Master Plan. Certified by the DRO on 7/8/15.</p>

FINAL REMARKS

The subject application was reviewed and approved Administratively by the Development Review Officers (DRO). The City of Westlake DRO includes the City’s Planning and Zoning and Engineering Departments; and, other applicable agencies.

Ninth Order of Business



City of Westlake

Planning and Zoning Department

Staff Report - 8/6/18

PETITION DESCRIPTION

PETITION NUMBER: FSBP-2018-08 Phase I Final Subdivision Plan (Pod R)

APPLICANT: Cotleur & Hearing

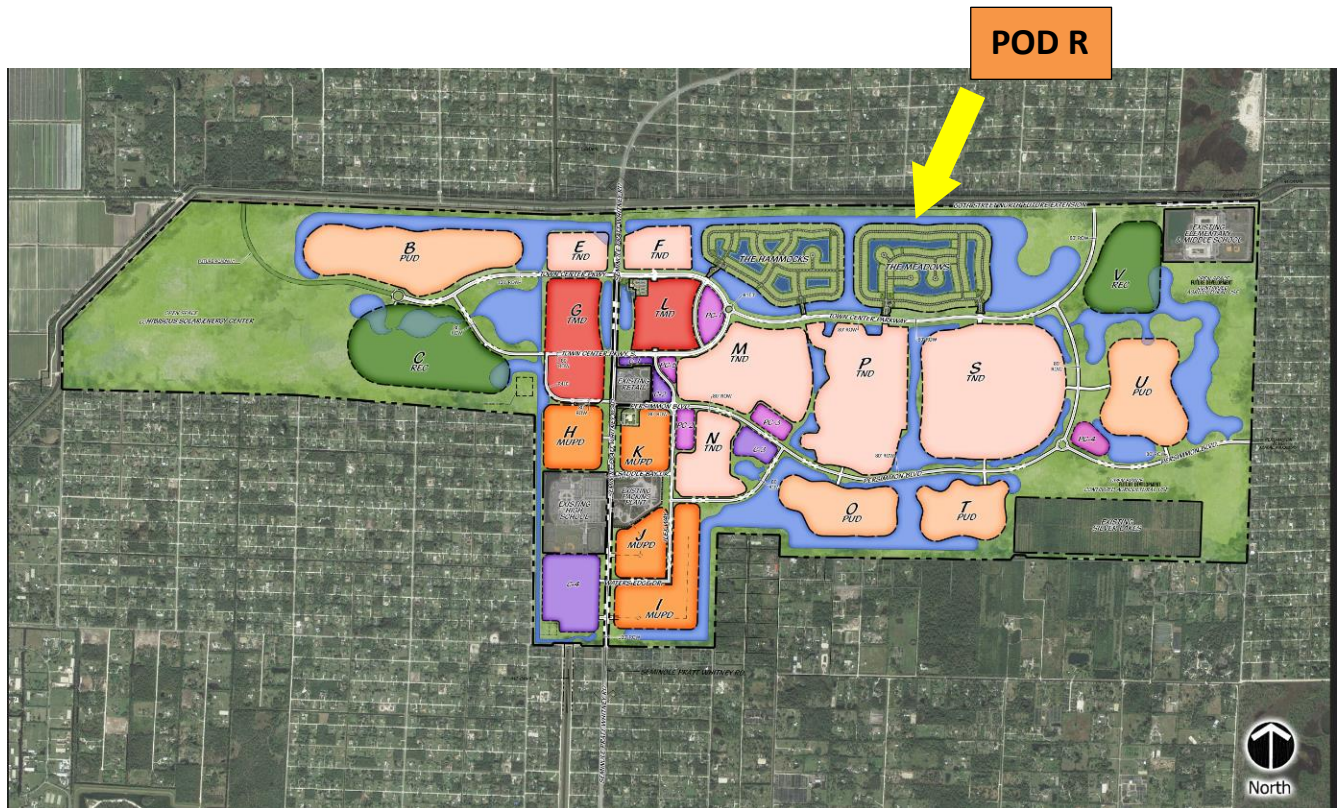
OWNER: Minto PBLH, LLC

REQUEST: The applicant is requesting approval of the Final Subdivision Plan for Pod R (Meadows of Westlake) Phase I located within the Westlake Traditional Town Development (TTD).

LOCATION: City of Westlake, Pod R, Phase I

PROPERTY CONTROL NUMBERS: 77-41-43-06-00-000-1010
77-41-43-06-00-000-3010

LOCATION MAP



1. PETITION FACTS - *Phase I Final Subdivision Plan (Pod R)*

- a. **Total Gross Site Area:** 132.974 acres
- b. **Total Affected Area:** 82.336 acres
- c. **Density:** 2.92 Dwelling Units per Acre
- d. **Land Use and Zoning**
 - Existing Land Use:** Vacant / Agricultural / Utility
 - Future Land Use:** R1 and R2. City’s adopted Future Land Use Map, March 12, 2018.
 - Zoning:** TTD / PUD

2. REVIEW AND ANALYSIS

The applicant is requesting approval of the Meadows of Westlake **Phase I** Final Subdivision Plan (Pod R). Pod R is situated in the northern portion of the municipal boundary, east of Seminole Pratt Whitney Road, and north of Town Center Parkway. The plat boundary for this subdivision plan contains 169.427 acres and Pod R boundary survey contains 132.974 acres. Pod R will be developed in two (2) phases. The subject request is for Phase 1. The following tables indicate phases breakdown per acreage and number of dwelling units:

	Phase I	Phase II	Total
Plat Area Pod R	82.336 acres	50.638 acres	132.974 acres

Lot Width	Phase I (Dwelling Units)	Phase II (Dwelling Units)	Total (Dwelling Units)
50 feet	126	TBD	TBD
65 feet	58	TBD	TBD
Total	184	204	388

The corresponding plat application includes the surrounding perimeter lakes within the plat boundary. The perimeter lake areas will be dedicated to the Seminole Improvement District (SID). Phase I of the Meadows will include 184 units and 82.34 acres. Phase II will include 204 units and 50.64 acres.

Pod R has a Planned Unit Development (PUD) designation and was approved for 109.96 acres and 239 single family detached homes. On July 24, 2018, a Final Master Plan amendment (Petition MPA-2018-01) was approved modifying the number of dwelling units and acreage of Pod R to a total of 388 dwelling units and 132.97 acres.

Since the subject application has a Planned Unit Development (PUD) designation, it was reviewed for compliance with Ordinance 2018-3 that amended PUD provisions included on the City’s interim ULDC code.

The applicant is proposing 50-foot and 65-foot wide lots with a depth of 135 feet. In terms of lot dimensions, building coverage and setbacks the subject application meets requirements of Table 3.E.2.D as follows:

Table 3.E.2.D - PUD Property Development Regulations

POD	Minimum Lot Dimensions			Density		FAR (2)	Building Coverage	Setbacks			
	Size	Width and Frontage	Depth	Min.	Max.			Front	Side	Side Street	Rear
Residential											
TTD SF	<u>6,000</u>	<u>65</u>	<u>75</u>	-	-	-	<u>50%</u>	<u>20</u>	<u>7.5</u>	<u>15</u>	<u>15</u>
TTD SF	<u>3,750 sf</u>	<u>50'</u>	<u>75'</u>	-	-	-	<u>50 percent</u>	<u>10' Bldg</u> <u>20' FLG</u> <u>10' SLG</u>	<u>5'</u>	<u>15' Bldg</u> <u>20' SLG</u>	<u>15'</u>
ZLL	Refer to <u>Article 3.D.2.B, Zero Lot Line (ZLL)</u> .										

Recreation and Open Space

In terms of Neighborhood Parks, Pod R Subdivision Plan is required to comply with Policy Recreation 1.1.4 of the City’s Comprehensive Plan which establishes a Level of Service (LOS) of 2.0 acres per 1,000 residents. The subject application complies with policy REC 1.1.4 as follows:

PHASE 1

For 184 units x 2.32 people=426.88 people

Then it is required 0.85 acres - PROVIDED on FSBP Phase 1 is 1.659 acres

PHASE 2

For 204 units x 2.32 people= 473.28 people

Then, it is required 1 acre - PROVIDED on FSBP Phase 2 is 0.669 acres

For Phase 1 and Phase 2, the total acres dedicated to Neighborhood Parks are in compliance with the LOS. The total required acreages is 1.85 acres and the applicant is providing a total of 2.328. Also, the largest area of Neighborhood Parks is provided in Phase 1 of Pod R Subdivision Plan.

Street Network

Three street cross-sections are proposed within Pod R. All three cross-sections are consistent with the PUD roadway standards. The street cross-sections have been included in the Pod R Design Standards. The regulatory street signs, stop signs, etc have also been included in the submitted Design Standards.

Landscape Standards

A total of 27 percent open space is required within the pod, which equates to approximately 35.84 acres. The Applicant has designed the community to provide 37.70 (45.78 percent in Phase 1, 28.3% gross) acres of open space areas. The open space areas include open greens, lake areas, and recreation areas. The roadways will include a series of street trees that will establish the streetscape of the community.

Drainage

All drainage and water management systems within Minto Westlake will be owned and operated by Seminole Improvement District (SID). It is proposed that Pod R runoff be directed to on-site inlets and storm sewer and then connected to the Master Drainage System for water quality treatment and attenuation. Legal positive outfall is available via connection to the Master Drainage System which discharges to the S.I.D. canal system.

Community Identity Monuments

In accordance with the Minto Westlake Master Signage Plan, the applicant is proposing two community identity monuments at each of the community entrances. The monument details are included within the Design Standards for Pod R.

Design Standards

The Design Standards are in accordance with the approving development order for the Minto Westlake TTD. The document includes typical site elements, pedestrian amenities, lighting, signage, architectural styles of models, recreational amenities, etc.

FINAL REMARKS

Application FSBP-2018-08 Phase I Final Subdivision Plan (Pod R) was approved on July 31, 2018.

Tenth Order of Business

August 13, 2018

RESOLUTION 2018-16

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT OF MEADOWS OF WESTLAKE PHASE I, BEING DESCRIBED AS A PORTION LAND DESCRIBED BY METES AND BOUNDS AS A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 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 Meadows of Westlake, Phase I, Final Plat, described by metes and bounds as a parcel of land lying in Section 6, Township 43 South, Range 41 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 the Meadows of Westlake, Phase I, as described in the attached Exhibit "A", containing approximately 169.427 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 13th day
of August, 2018.

City of Westlake
Roger Manning, Mayor

Sandra Demarco, City Clerk

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

EXHIBIT "A"
LEGAL DESCRIPTION MEADOWS OF WESTLAKE PHASE I:

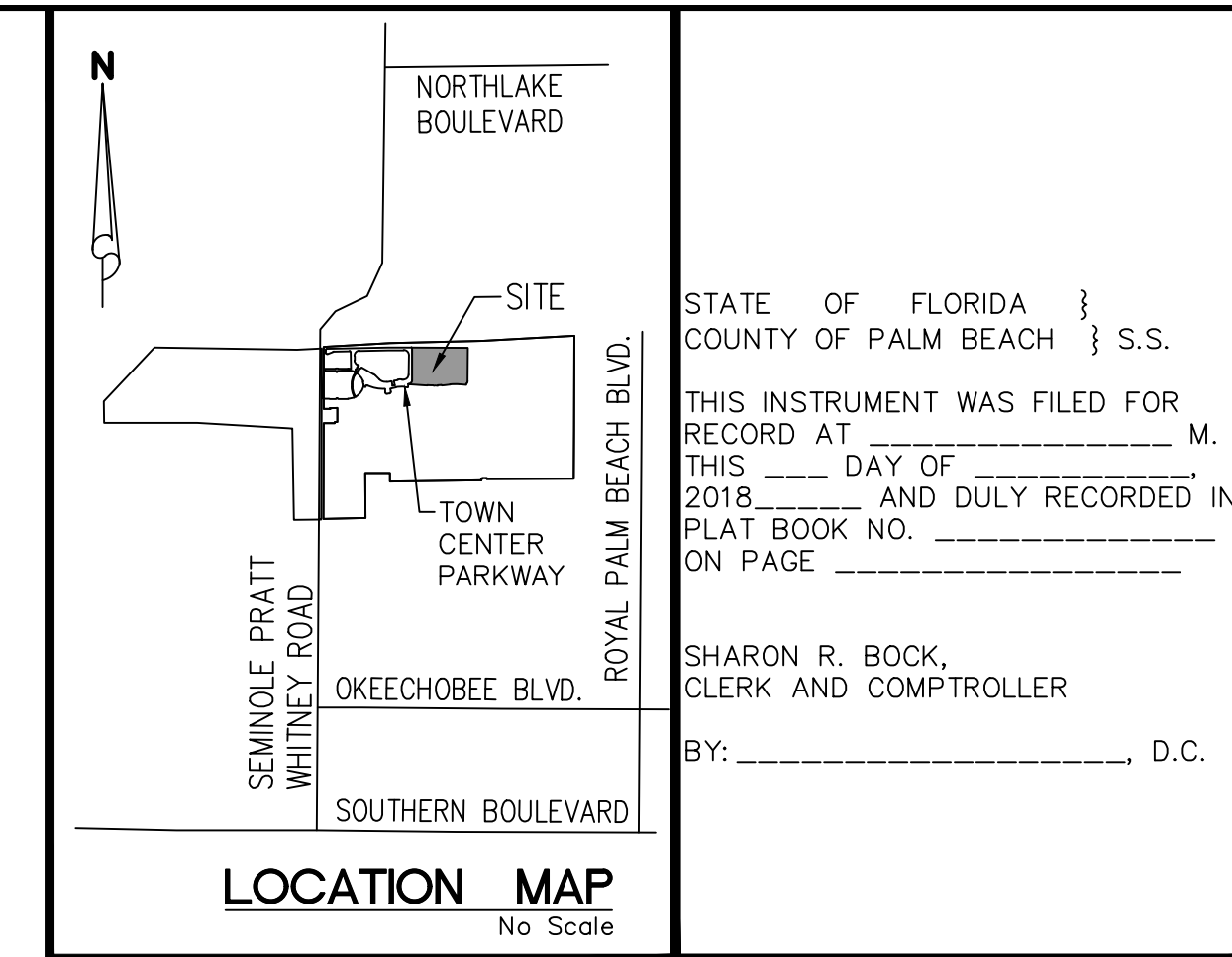
KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND SHOWN AND DESCRIBED HEREON AS MEADOWS OF WESTLAKE - PHASE I, BEING A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY 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 1378.35 FEET; THENCE S.00°11'07"W., A DISTANCE OF 480.00 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S.89°48'53"E. ALONG A LINE 480.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID SECTION 6, A DISTANCE OF 3378.24 FEET; THENCE S.00°11'07"W., A DISTANCE OF 2035.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 128.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°04'10", A DISTANCE OF 185.58 FEET TO A NON-TANGENT INTERSECTION; THENCE S.04°03'38"W., A DISTANCE OF 40.27 FEET TO THE NORTHEAST CORNER OF TOWN CENTER PARKWAY - PHASE II PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ____, PAGE ____ OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTH LINE OF SAID PLAT OF TOWN CENTER PARKWAY - PHASE II FOR THE FOLLOWING (8) COURSES; 1) N.85°56'19"W., A DISTANCE OF 416.69 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 09°56'39", A DISTANCE OF 536.30 FEET TO A POINT OF TANGENCY; 3) THENCE S.84°07'02"W., A DISTANCE OF 499.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 4910.00 FEET; 4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'19", A DISTANCE OF 241.82 FEET TO A POINT OF TANGENCY; 5) THENCE N.88°51'59".W, A DISTANCE OF 157.56 FEET; 6) THENCE S.83°47'51"W., A DISTANCE OF 93.56 FEET TO A NON-TANGENT INTERSECTION TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 4910.00 FEET, AND A RADIAL BEARING OF N.00°08'10"W. AT SAID INTERSECTION; 7) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'55", A DISTANCE OF 365.53 FEET TO A POINT OF TANGENCY; 8) THENCE N.85°52'14"W., A DISTANCE OF 1132.12 FEET TO A NON-TANGENT INTERSECTION TO A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 206.79 FEET, AND A RADIAL BEARING OF N.04°07'46"E. AT SAID INTERSECTION, ALSO A POINT ON THE EAST BOUNDARY LINE OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID EAST LINE OF TOWN CENTER PARKWAY NORTH FOR THE FOLLOWING (3) COURSES; 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°56'39", A DISTANCE OF 339.06 FEET TO A POINT OF TANGENCY; 2) THENCE N.00°11'07"E., A DISTANCE OF 1919.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 50.00 FEET; 3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 169.427 ACRES, MORE OR LESS.

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 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 _____
2018, AND DULY RECORDED IN
PLAT BOOK NO. _____
ON PAGE _____

SHARON R. BOCK,
CLERK AND COMPTROLLER

BY: _____, D.C.

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 I, BEING A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, 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 1378.35 FEET; THENCE S.00°11'07"W., A DISTANCE OF 480.00 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S.89°48'53"E. ALONG A LINE 480.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID SECTION 6, A DISTANCE OF 3378.24 FEET; THENCE S.00°11'07"W., A DISTANCE OF 2035.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 128.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°04'10", A DISTANCE OF 185.58 FEET TO A NON-TANGENT INTERSECTION; THENCE S.04°03'38"W., A DISTANCE OF 40.27 FEET TO THE NORTHEAST CORNER OF TOWN CENTER PARKWAY - PHASE II PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 34 THROUGH 38, INCLUSIVE, OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTH LINE OF SAID PLAT OF TOWN CENTER PARKWAY - PHASE II FOR THE FOLLOWING (8) COURSES: 1) N.85°56'19"W., A DISTANCE OF 416.69 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 09°56'39", A DISTANCE OF 536.30 FEET TO A POINT OF TANGENCY; 3) THENCE S.84°07'02"W., A DISTANCE OF 499.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 4910.00 FEET; 4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'19", A DISTANCE OF 241.82 FEET; 5) THENCE N.88°51'59"W., A DISTANCE OF 157.56 FEET; 6) THENCE S.83°47'51"W., A DISTANCE OF 93.56 FEET TO A NON-TANGENT INTERSECTION TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 4910.00 FEET, AND A RADIAL BEARING OF N.00°08'10"W. AT SAID INTERSECTION; 7) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'55", A DISTANCE OF 365.53 FEET TO A POINT OF TANGENCY; 8) THENCE N.85°52'14"W., A DISTANCE OF 1132.12 FEET TO A NON-TANGENT INTERSECTION TO A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 206.79 FEET, AND A RADIAL BEARING OF N.04°07'46"E. AT SAID INTERSECTION, ALSO A POINT ON THE EAST BOUNDARY LINE OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID EAST LINE OF TOWN CENTER PARKWAY NORTH FOR THE FOLLOWING (3) COURSES: 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°56'39", A DISTANCE OF 339.06 FEET TO A POINT OF TANGENCY; 2) THENCE N.00°11'07"E., A DISTANCE OF 1919.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 50.00 FEET; 3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 169.427 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 "R"
TRACT "R", 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 THE CITY OF WESTLAKE, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID MINTO PBLH, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

ROAD RIGHT-OF-WAY
TRACT "A" SHOWN HEREON AS GOLDFINCH CIRCLE, HUMMINGBIRD LANE, MEADOWLARK COURT AND WILDFLOWER 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. #1 THROUGH O.S.T. #9, 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 IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

TRACTS O.S.T. #10 THROUGH O.S.T. #14, AS SHOWN HEREON, ARE HEREBY RESERVED FOR MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR OPEN SPACE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

TRACTS O.S.T. #15 THROUGH O.S.T. #18, INCLUSIVE, 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 OPEN SPACE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, 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.

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.

LAKE MAINTENANCE EASEMENTS
THE LAKE MAINTENANCE EASEMENTS (L.M.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 CITY OF WESTLAKE.

DRAINAGE EASEMENTS

THE DRAINAGE EASEMENTS (D.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, 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.

WATER MANAGEMENT TRACTS

TRACTS W.M.T. #1 THROUGH W.M.T. #5, 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 STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

CITY OF WESTLAKE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT AND 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 _____, 2018.

WITNESS: _____ MINTO PBLH, LLC
A FLORIDA LIMITED LIABILITY COMPANY

PRINT NAME: _____ BY: _____

WITNESS: _____ 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 _____, 2018.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: _____

COMMISSION NO. _____

(SEAL)

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, HEREBY ACCEPTS THE DEDICATIONS AND RESERVATIONS TO SAID DISTRICT AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS ____ DAY OF _____, 2018.

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

WITNESS: _____ BY: _____

PRINT NAME: _____ SCOTT MASSEY, PRESIDENT

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 _____, 2018.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: _____

COMMISSION NO. _____

(SEAL)

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 _____, 2018.

WITNESS: _____ MEADOWS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT

PRINT NAME: _____ BY: _____

WITNESS: _____ JOHN CARTER, PRESIDENT

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 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 _____, 2018.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC STATE OF FLORIDA

PRINT NAME: _____

COMMISSION NO. _____

(SEAL)

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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 VICE PRESIDENT THIS ____ DAY OF _____, 2018.

WELLS FARGO BANK, NATIONAL ASSOCIATION
A NATIONAL BANKING ASSOCIATION

WITNESS: _____ BY: _____

PRINT NAME: _____ SIGNATURE OF VICE PRESIDENT

WITNESS: _____ PRINT NAME

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME PERSONALLY APPEARED _____ (PRINTED NAME) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT OF WELLS FARGO BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AND ACKNOWLEDGED TO AND BEFORE ME THAT [HE] [SHE] EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID ASSOCIATION, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2018.

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 _____, 2018, IN ACCORDANCE WITH SEC. 177.07(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: _____ BY: _____

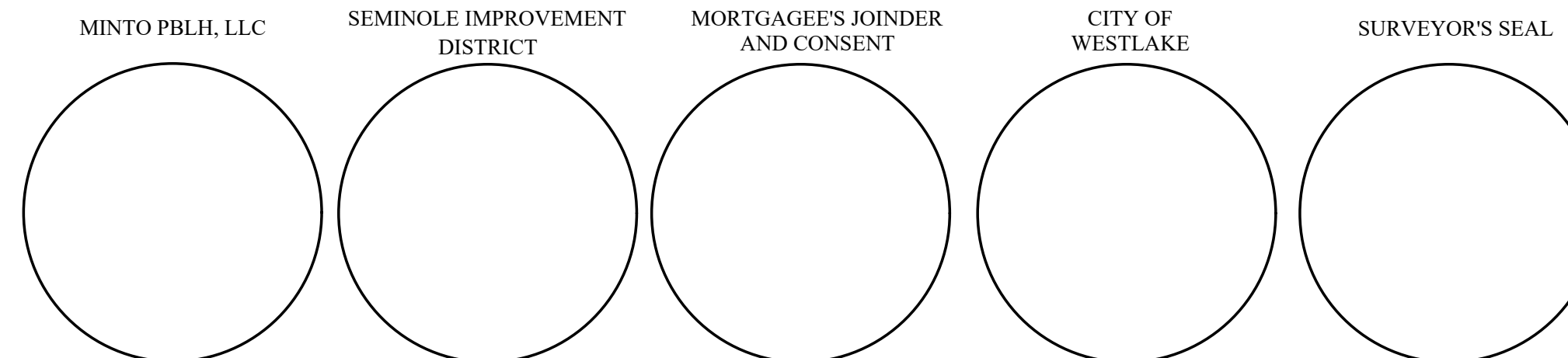
CITY MANAGER, KEN CASSEL CITY MAYOR, ROGER MANNING

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



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 COMPLES 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



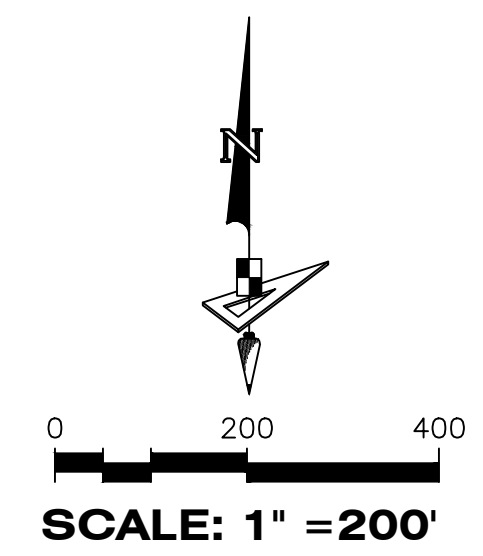
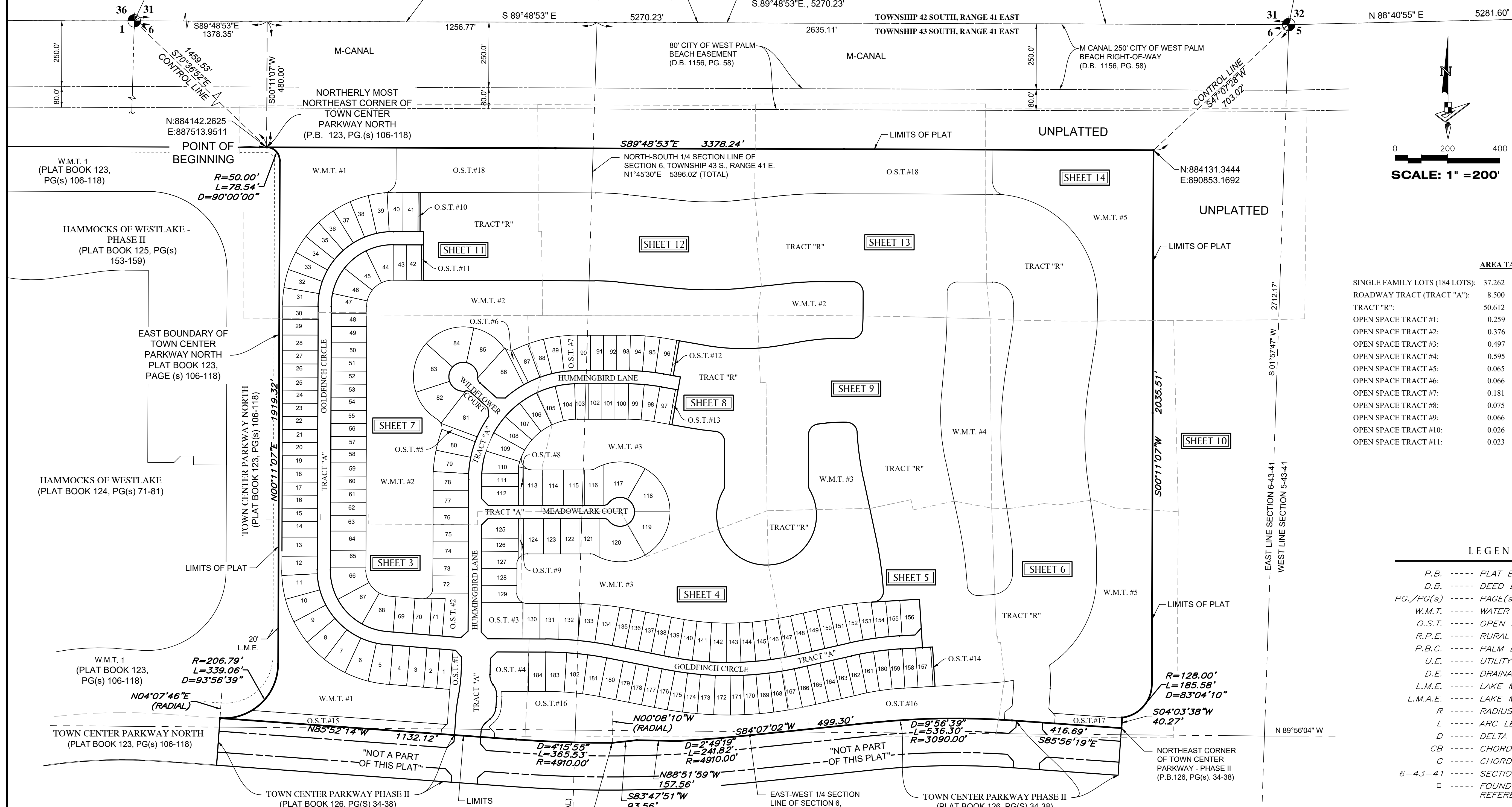
4152 W. Blue Heron Blvd. Phone: (561) 444-2720
Suite 105 www.geopointsurvey.com
Riviera Beach, FL 33404 Licensed Business Number LB 7768

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 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-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



AREA TABULATION (IN ACRES)

SINGLE FAMILY LOTS (184 LOTS):	37.262	OPEN SPACE TRACT #12:	0.031
ROADWAY TRACT (TRACT "A"):	8.500	OPEN SPACE TRACT #13:	0.031
TRACT "R":	50.612	OPEN SPACE TRACT #14:	0.026
OPEN SPACE TRACT #1:	0.259	OPEN SPACE TRACT #15:	0.670
OPEN SPACE TRACT #2:	0.376	OPEN SPACE TRACT #16:	5.733
OPEN SPACE TRACT #3:	0.497	OPEN SPACE TRACT #17:	0.224
OPEN SPACE TRACT #4:	0.595	OPEN SPACE TRACT #18:	9.204
OPEN SPACE TRACT #5:	0.065	WATER MANAGEMENT TRACT #1:	6.148
OPEN SPACE TRACT #6:	0.066	WATER MANAGEMENT TRACT #2:	14.693
OPEN SPACE TRACT #7:	0.181	WATER MANAGEMENT TRACT #3:	13.716
OPEN SPACE TRACT #8:	0.075	WATER MANAGEMENT TRACT #4:	5.874
OPEN SPACE TRACT #9:	0.066	WATER MANAGEMENT TRACT #5:	14.474
OPEN SPACE TRACT #10:	0.026		
OPEN SPACE TRACT #11:	0.023	TOTAL ACRES, MORE OR LESS:	169.427

LEGEND

- P.B. ----- PLAT BOOK
- D.B. ----- DEED BOOK
- PG./PG(S) ----- PAGE(S)
- W.M.T. ----- WATER MANAGEMENT TRACT
- O.S.T. ----- OPEN SPACE TRACT
- R.P.E. ----- RURAL PARKWAY EASEMENT
- P.B.C. ----- PALM BEACH COUNTY
- U.E. ----- UTILITY EASEMENT
- D.E. ----- DRAINAGE EASEMENT
- L.M.E. ----- LAKE MAINTENANCE EASEMENT
- L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
- R ----- RADIUS
- L ----- ARC LENGTH
- D ----- DELTA ANGLE
- CB ----- CHORD BEARING
- C ----- CHORD
- 6-43-41 ----- SECTION-TOWNSHIP-RANGE
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET PERMANENT REFERENCE MONUMENT
- ⊙ ----- PERMANENT CONTROL POINT
- P.C. ----- POINT OF CURVATURE
- P.T. ----- POINT OF TANGENCY
- R/W ----- RIGHT-OF-WAY

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

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).

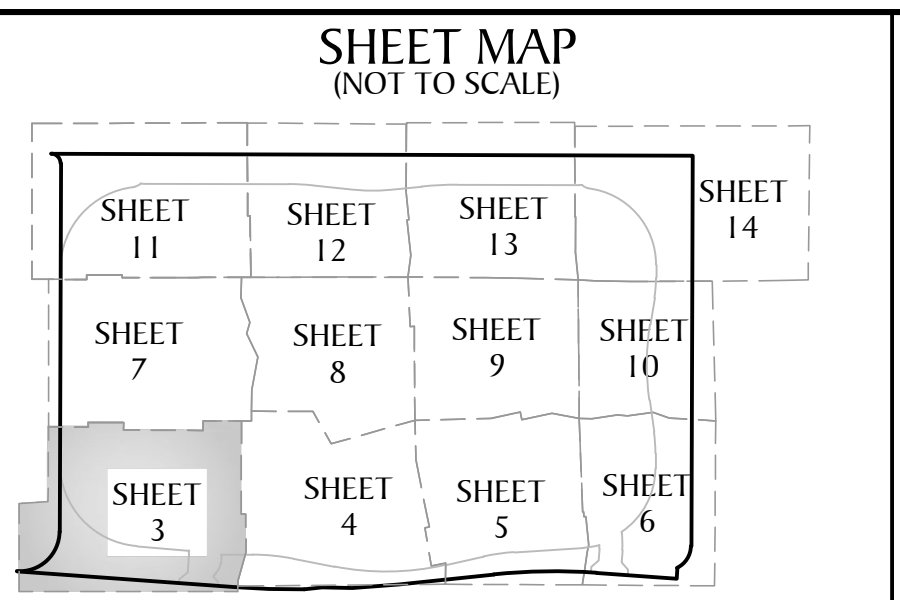
NOTES:
1. THIS PARCEL CONTAINS 78.392 ACRES, MORE OR LESS.
2. ALL LINES THAT INTERSECT A CURVE THAT ARE NOT LABELED NON-RADIAL (NR) ARE RADIAL.

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 HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00") (IE: 7.5' = 7.50")

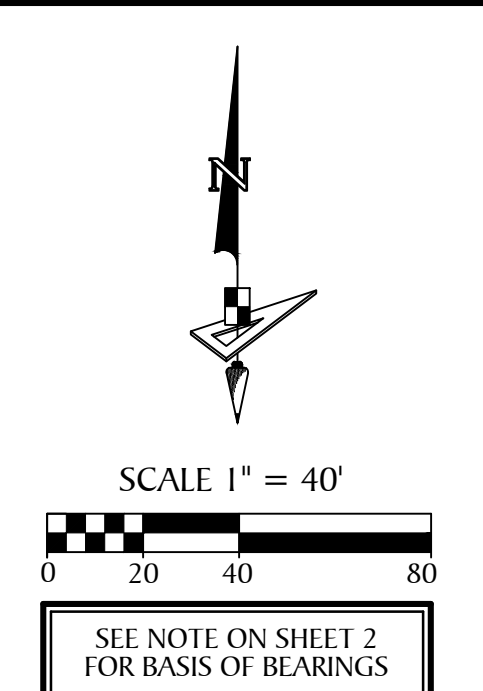
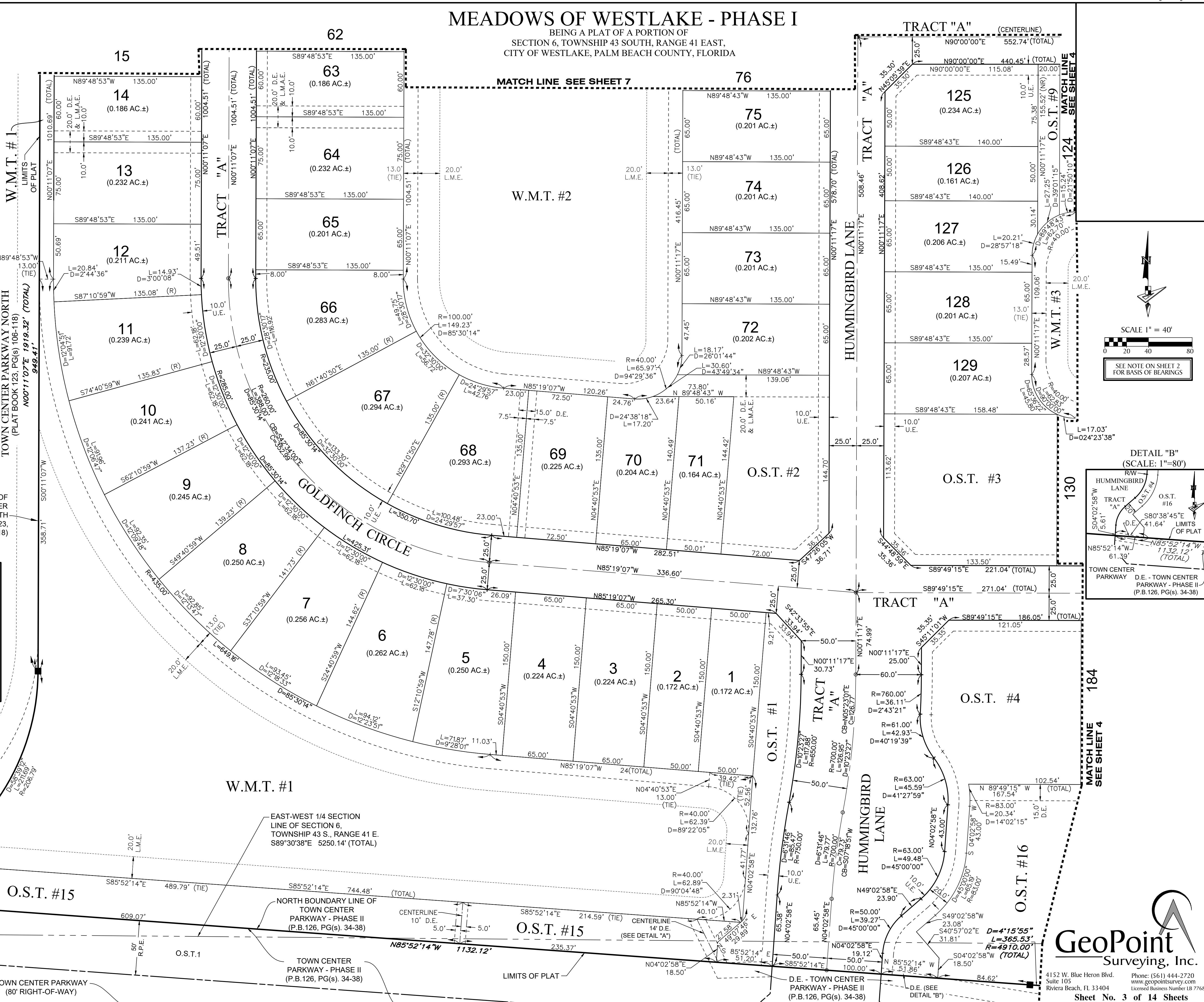
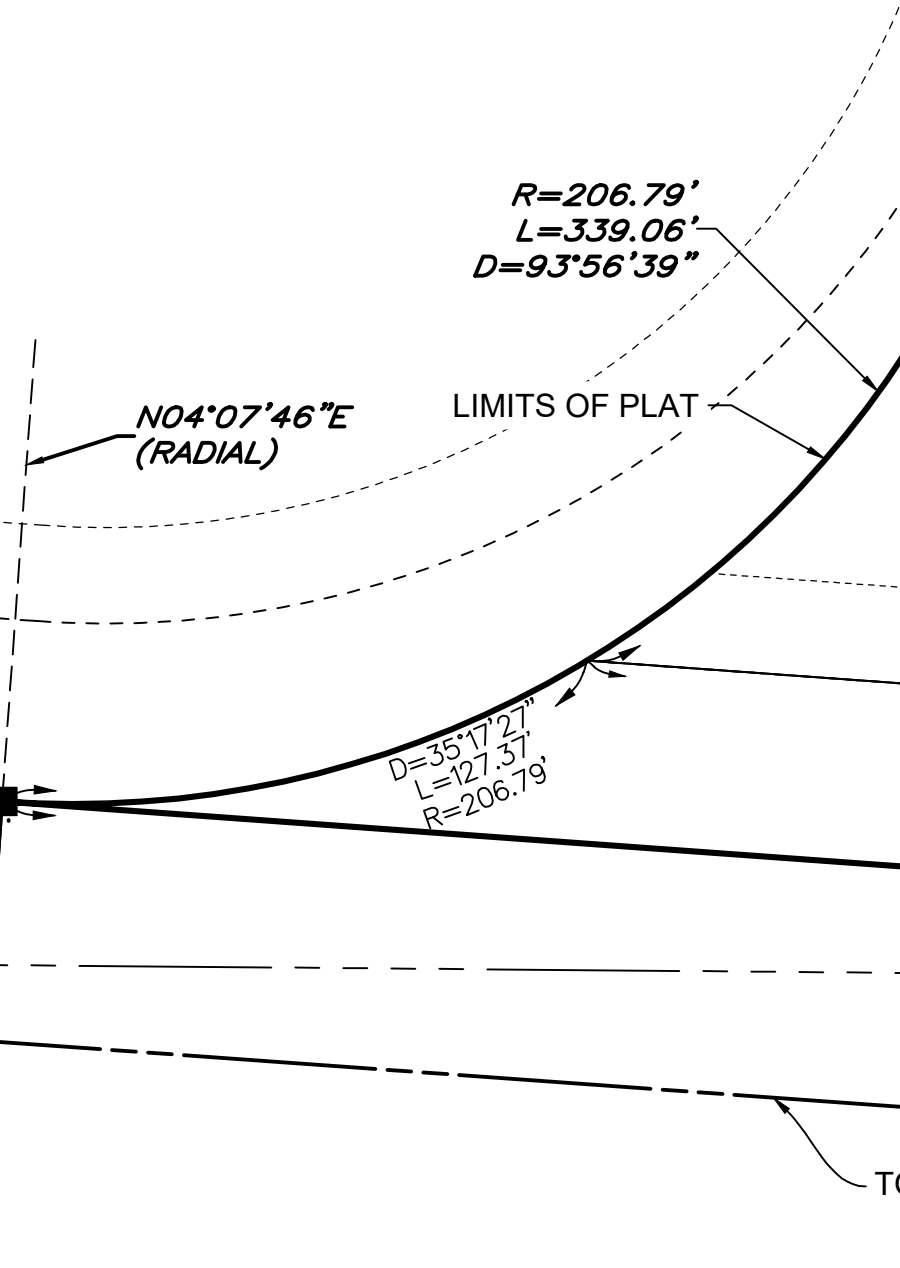
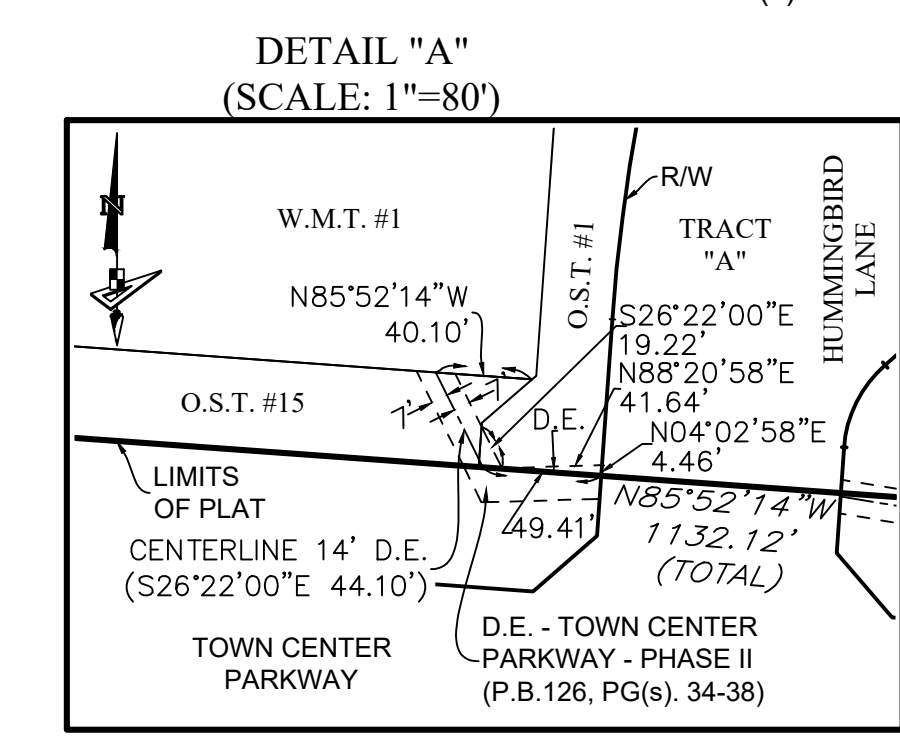
KEY SHEET
NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELING AND DIMENSIONING.

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(s) ----- PAGE(S)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY



GeoPoint
Surveying, Inc.

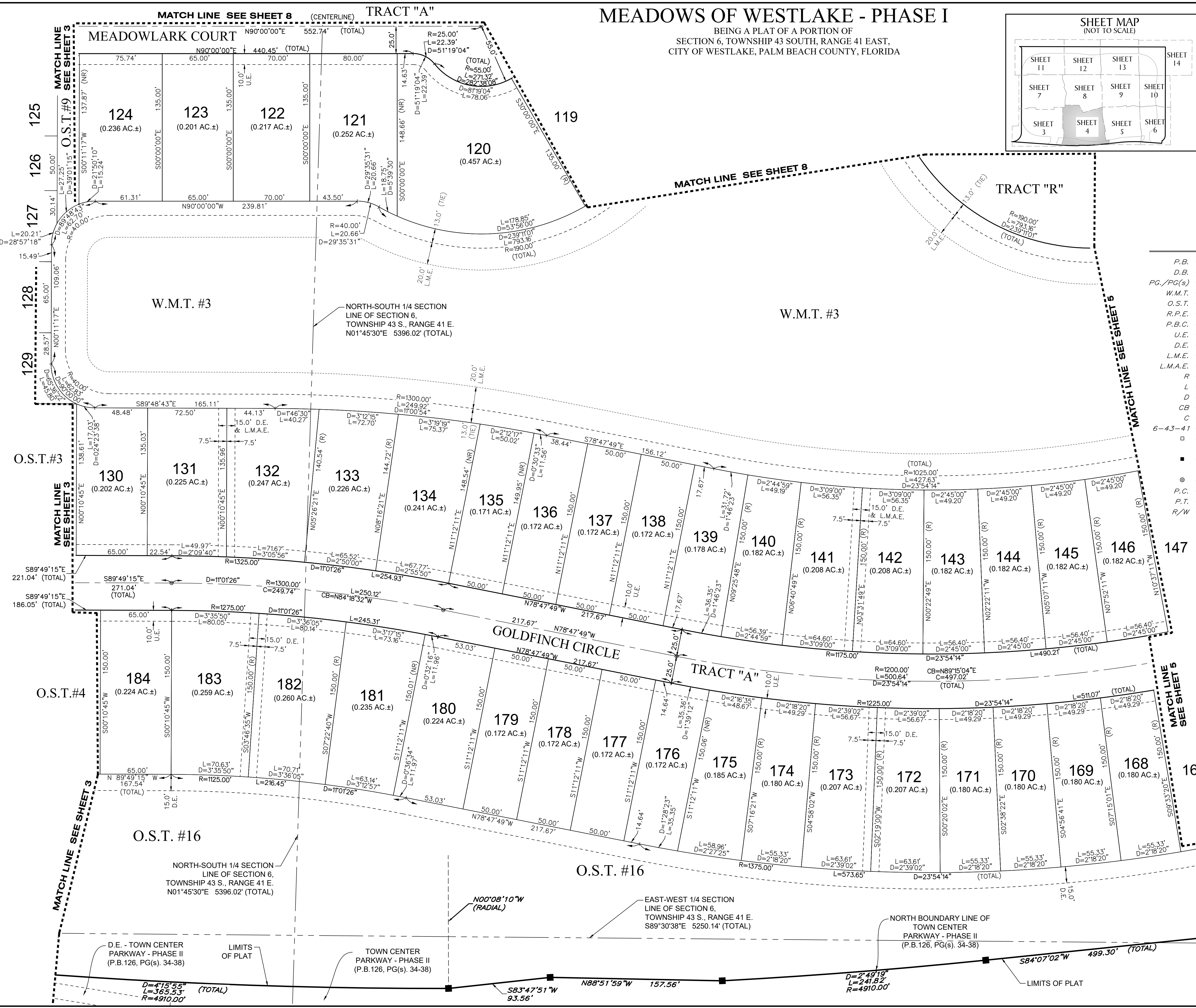
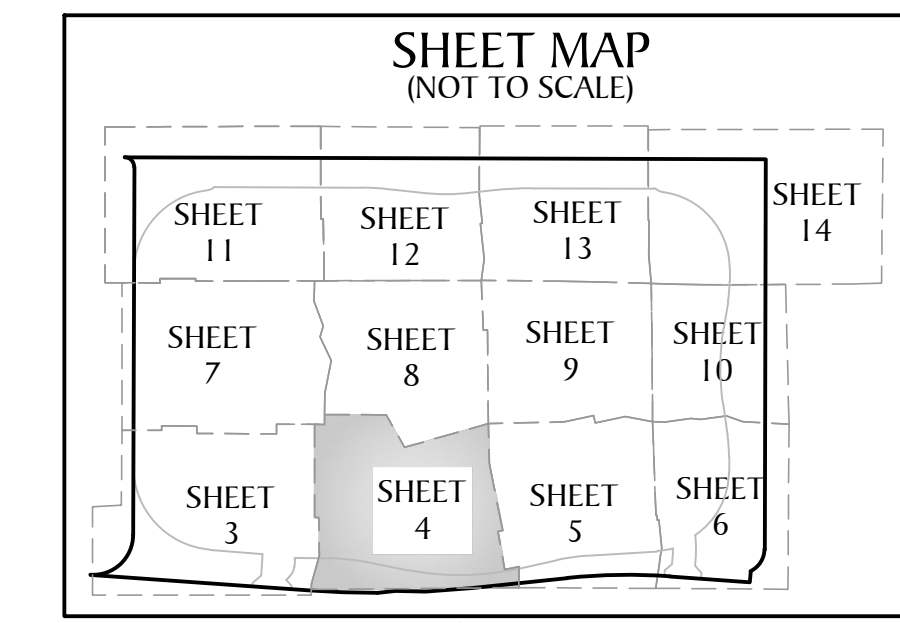
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

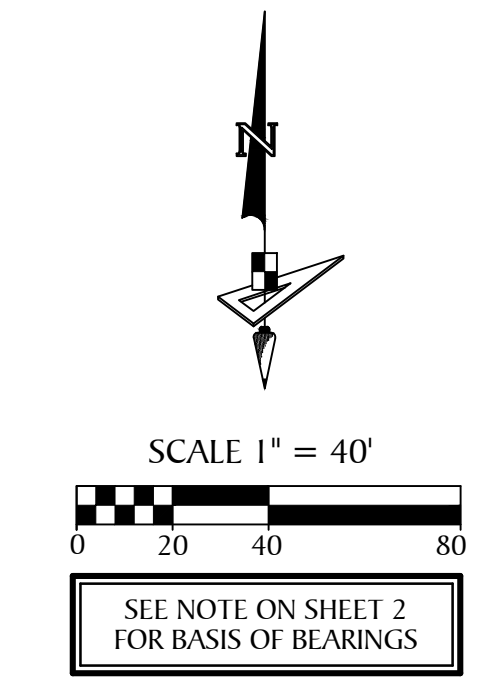
Sheet No. 3 of 14 Sheets

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(s) ----- PAGE(S)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ⊙ ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY



GeoPoint
Surveying, Inc.

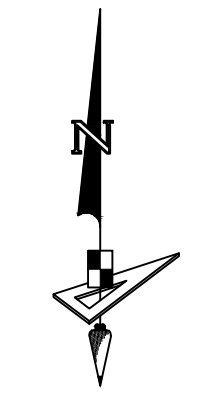
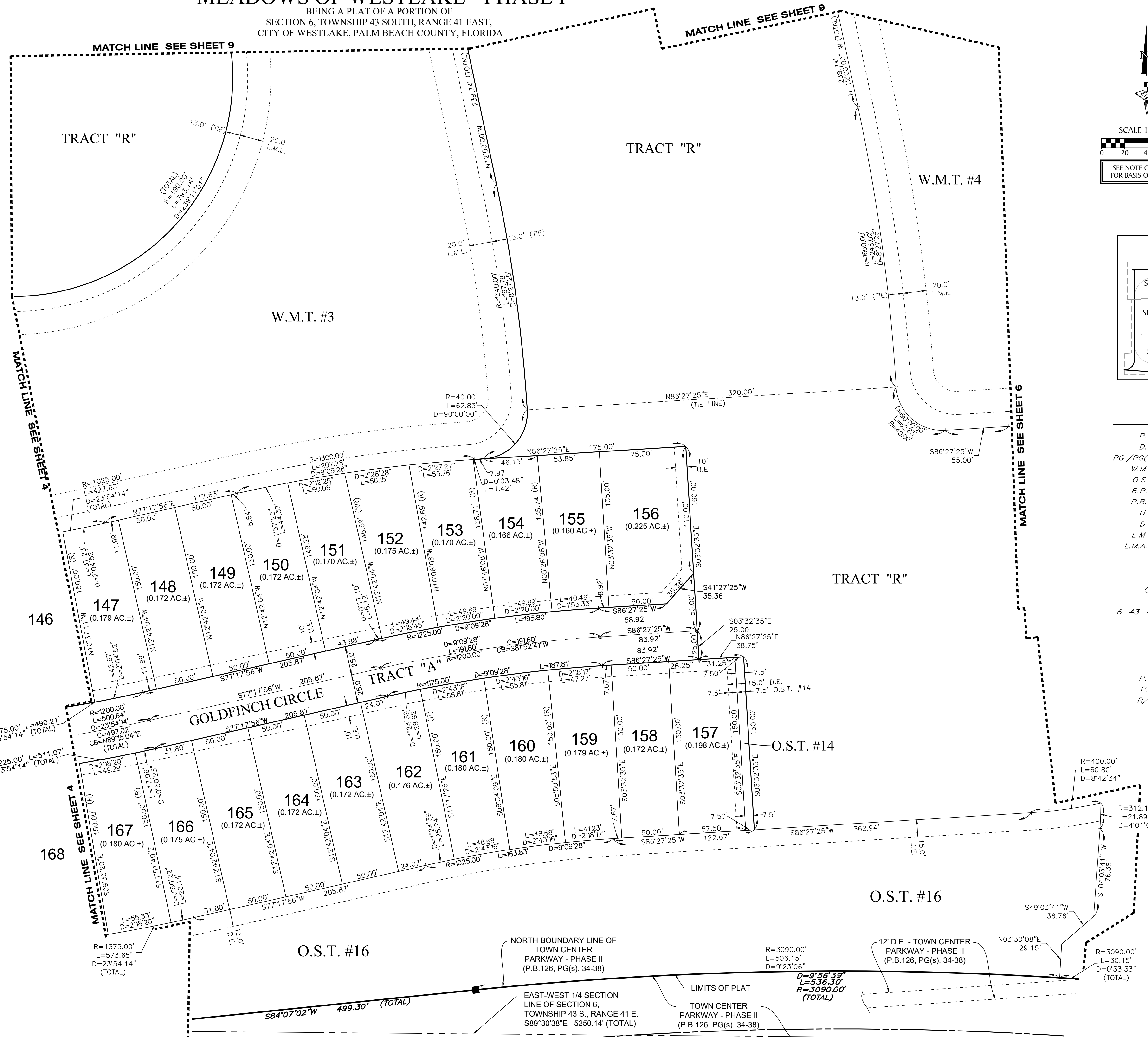
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Sheet No. 4 of 14 Sheets

MEADOWS OF WESTLAKE - PHASE I

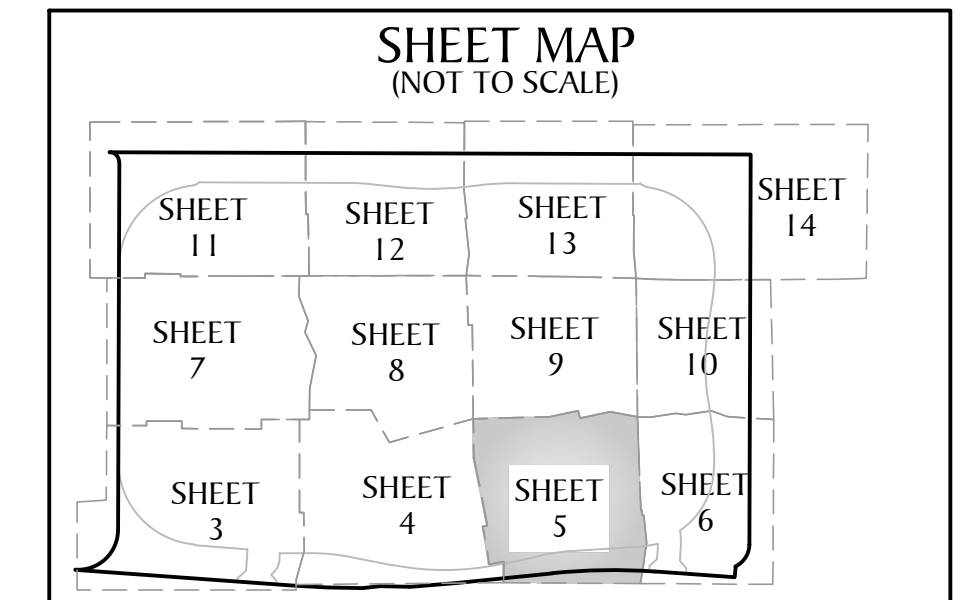
BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



SCALE 1" = 40'

0 20 40 80

SEE NOTE ON SHEET 2 FOR BASIS OF BEARINGS



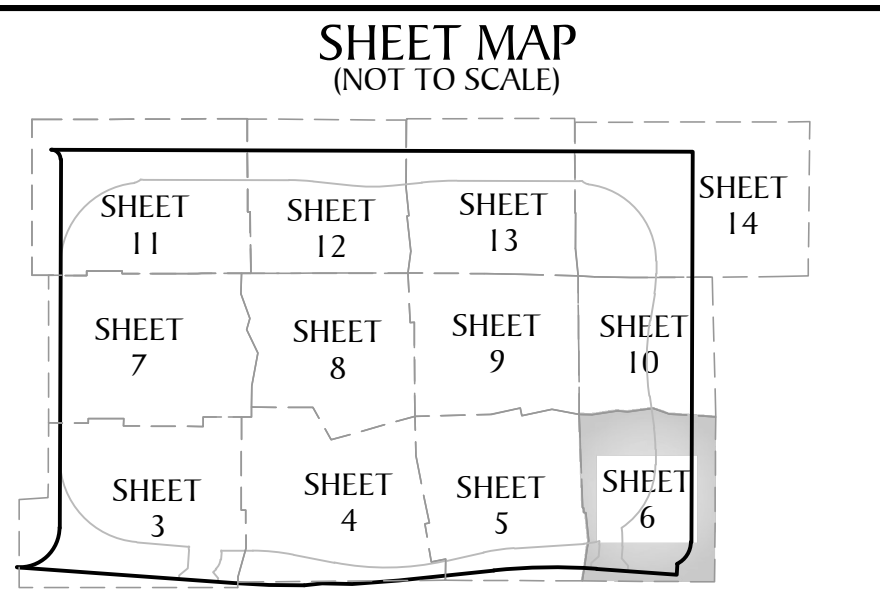
- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(s) ----- PAGE(S)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY



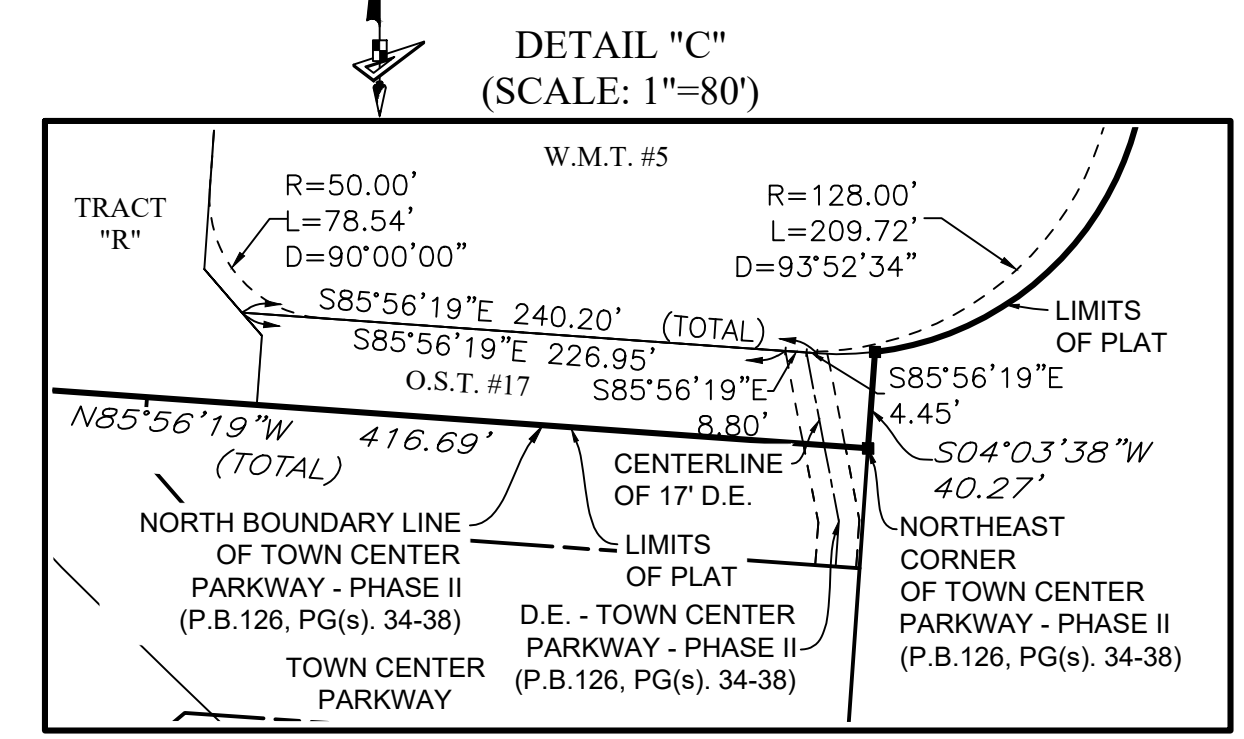
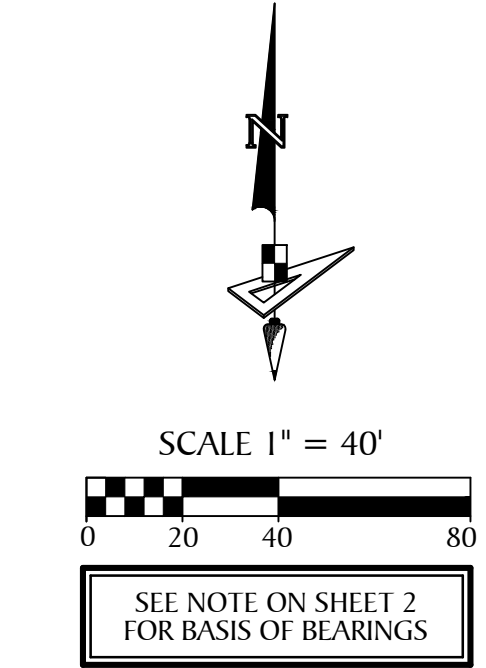
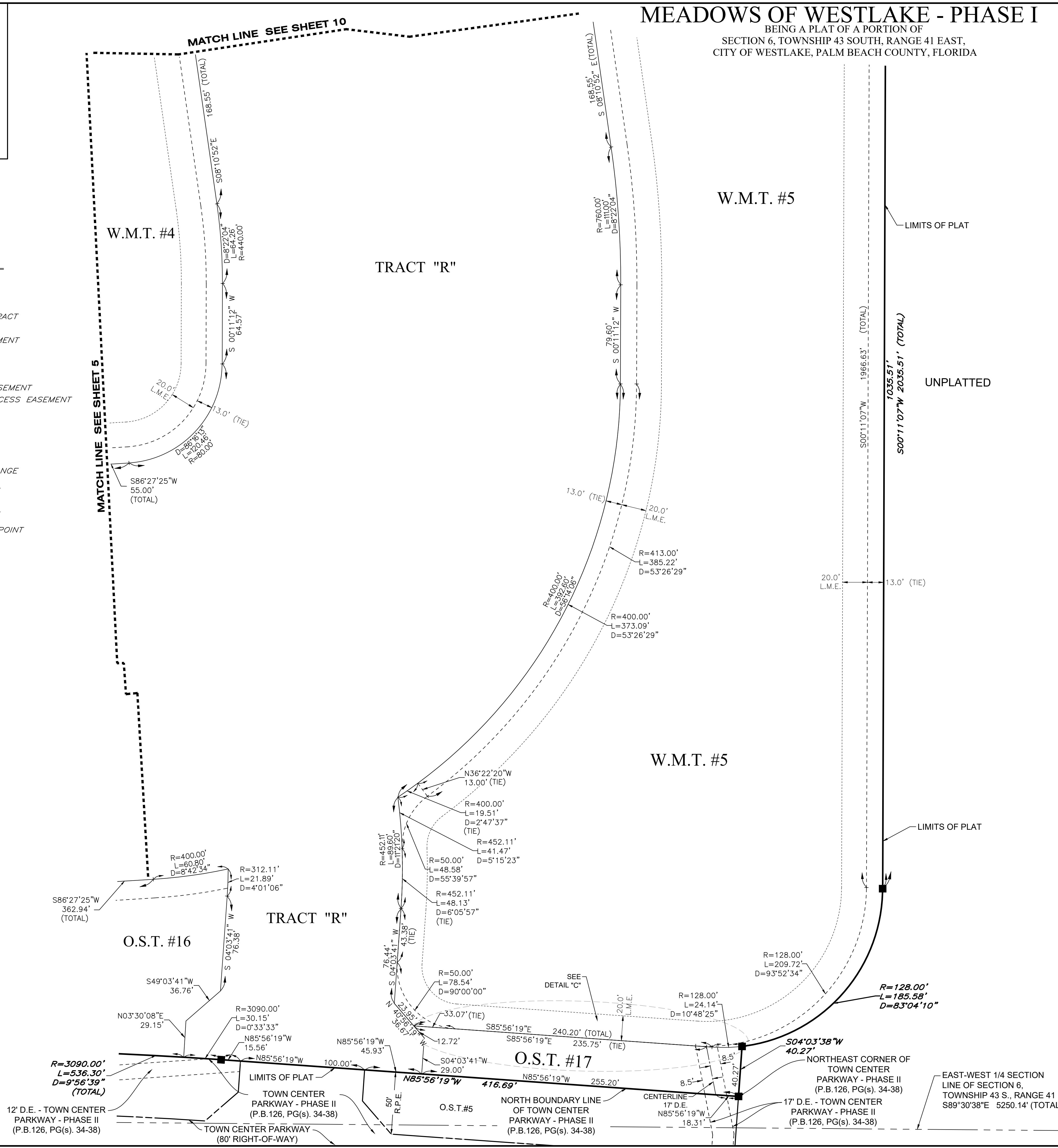
4152 W. Blue Heron Blvd. Phone: (561) 444-2720
Suite 105 www.geopointsurvey.com
Riviera Beach, FL 33404 Licensed Business Number LB 7768

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(s) ----- PAGE(S)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ⊙ ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY



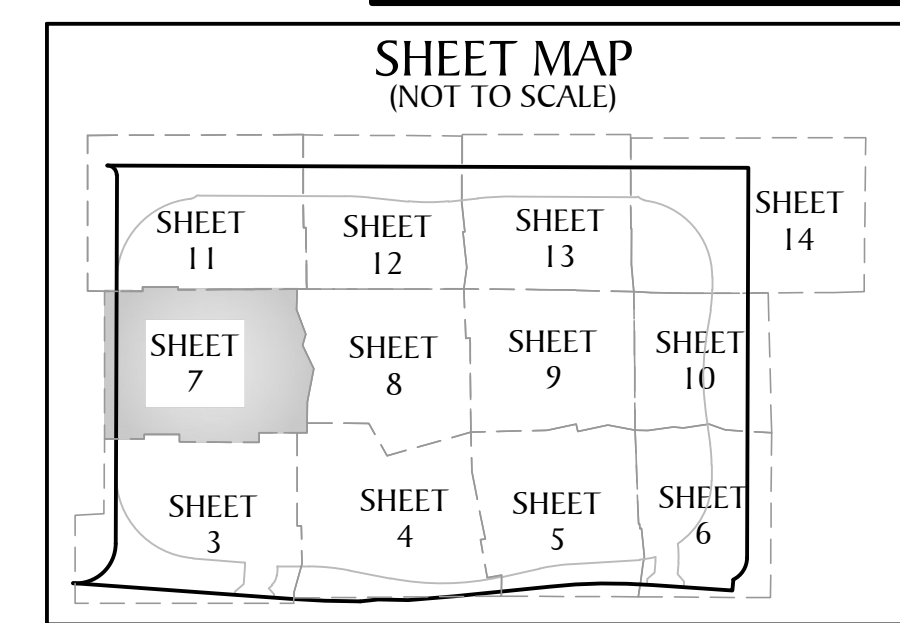
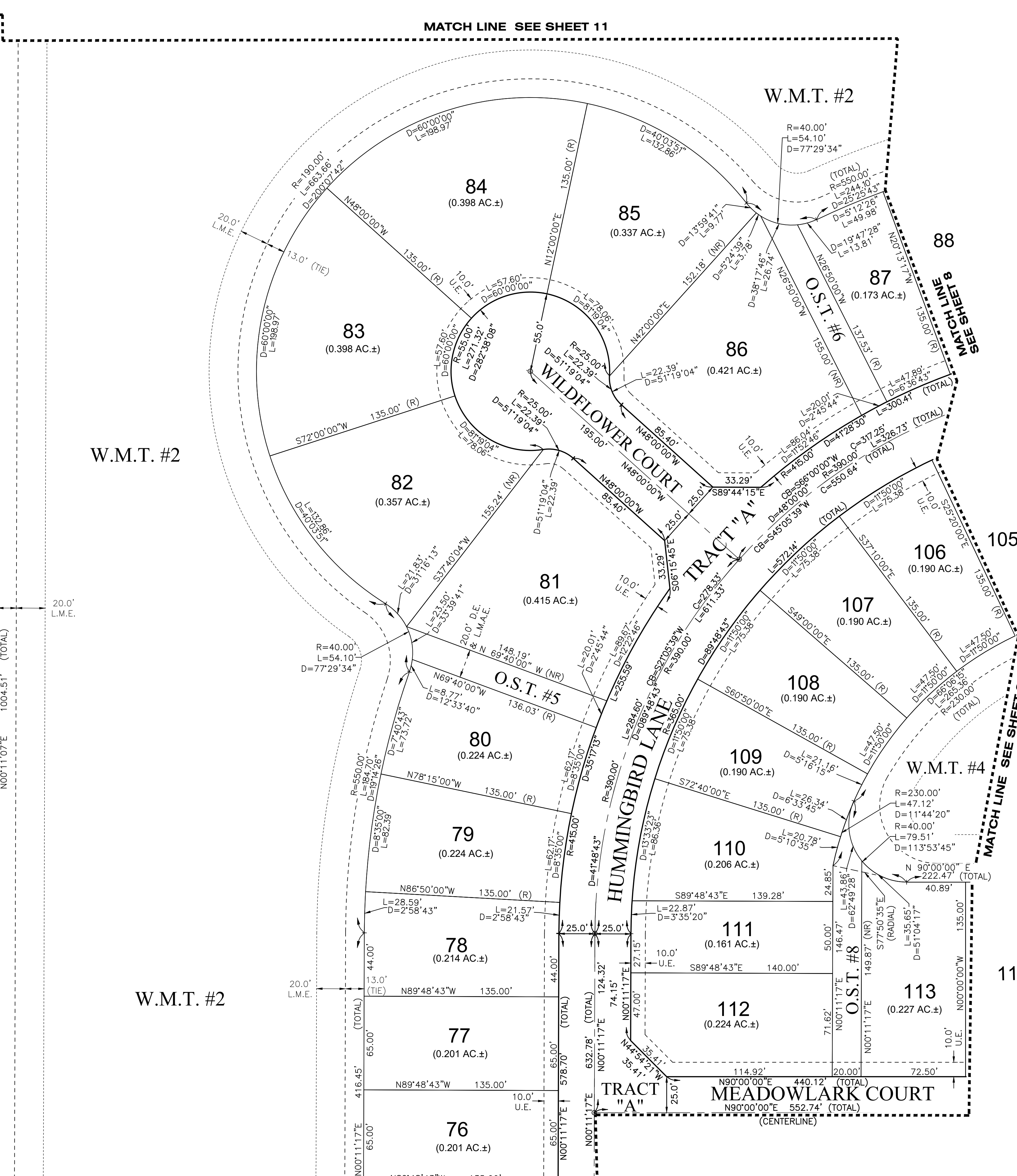
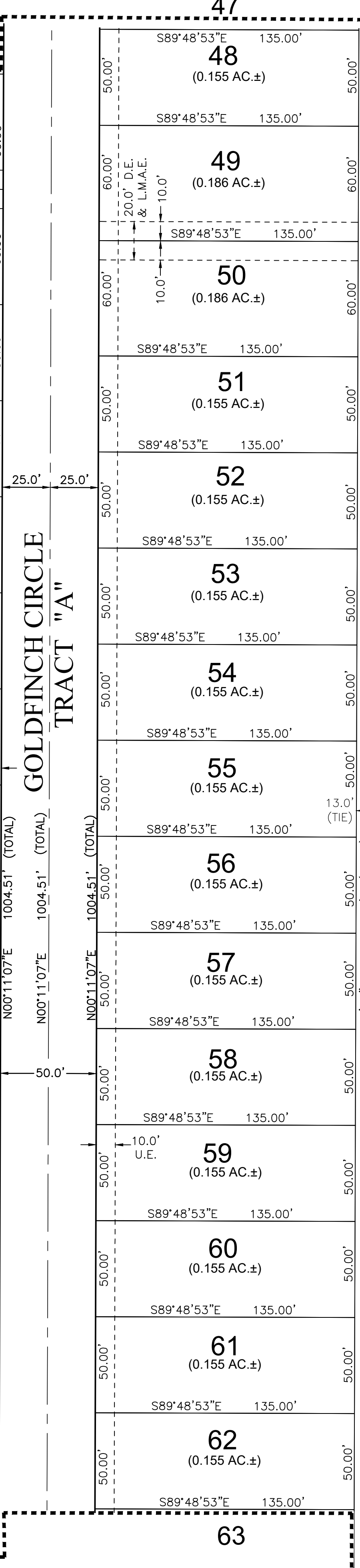
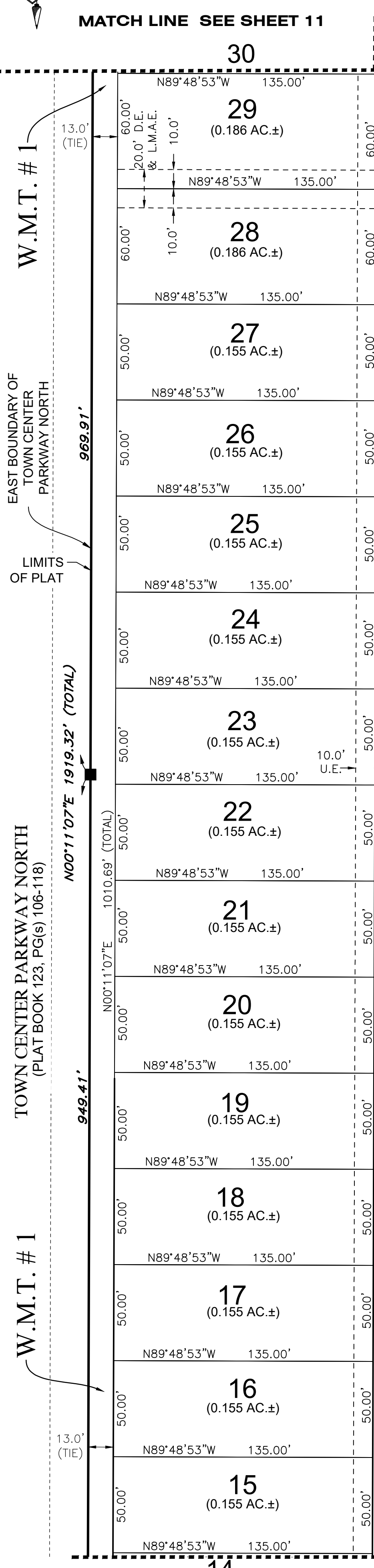
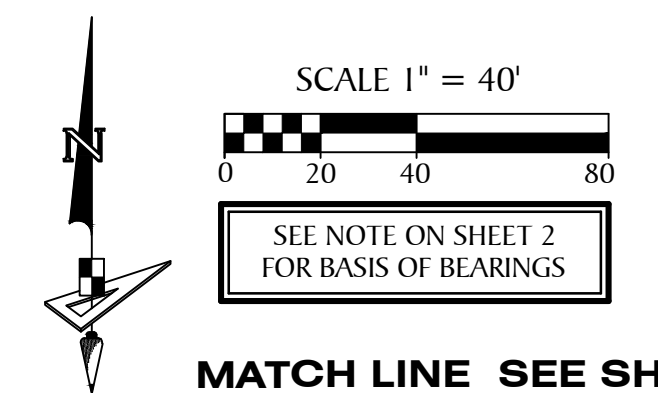
GeoPoint
Surveying, Inc.

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

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

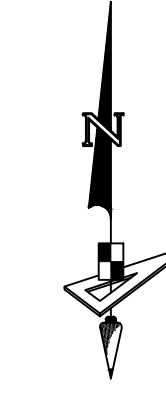


- ### LEGEND
- P.B. --- PLAT BOOK
 - D.B. --- DEED BOOK
 - PG./PG(s) --- PAGE(S)
 - W.M.T. --- WATER MANAGEMENT TRACT
 - O.S.T. --- OPEN SPACE TRACT
 - R.P.E. --- RURAL PARKWAY EASEMENT
 - P.B.C. --- PALM BEACH COUNTY
 - U.E. --- UTILITY EASEMENT
 - D.E. --- DRAINAGE EASEMENT
 - L.M.E. --- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. --- LAKE MAINTENANCE ACCESS EASEMENT
 - R --- RADIUS
 - L --- ARCH LENGTH
 - D --- DELTA ANGLE
 - CB --- CHORD BEARING
 - C --- CHORD
 - 6-43-41 --- SECTION-TOWNSHIP-RANGE
 - --- SECTION PERMANENT REFERENCE MONUMENT
 - --- SET PERMANENT REFERENCE MONUMENT
 - --- PERMANENT CONTROL POINT
 - P.C. --- POINT OF CURVATURE
 - P.T. --- POINT OF TANGENCY
 - R/W --- RIGHT-OF-WAY

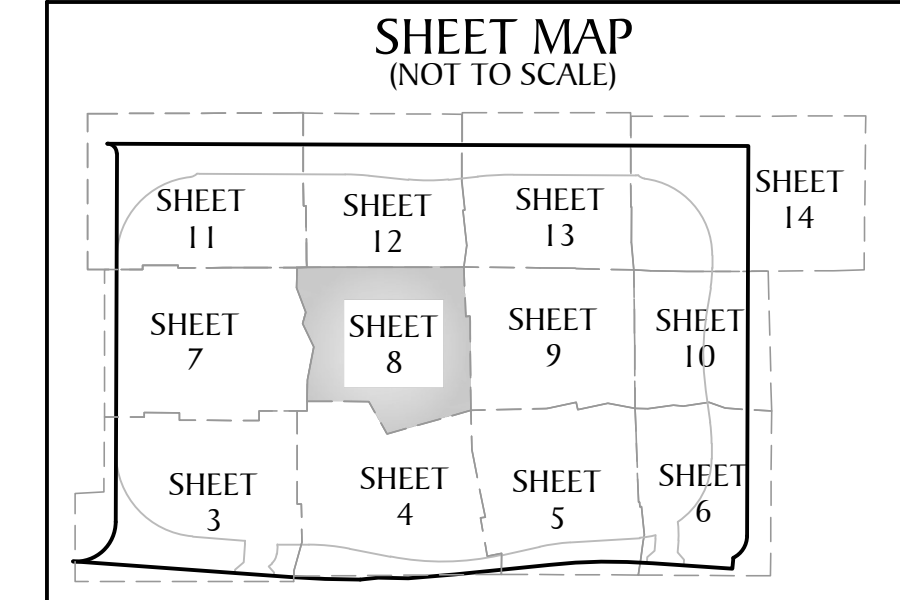
MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA

W.M.T. #2



SCALE 1" = 40'
0 20 40 80
SEE NOTE ON SHEET 2 FOR BASIS OF BEARINGS



LEGEND

- P.B. ----- PLAT BOOK
- D.B. ----- DEED BOOK
- PG./PG(S) ----- PAGE(S)
- W.M.T. ----- WATER MANAGEMENT TRACT
- O.S.T. ----- OPEN SPACE TRACT
- R.P.E. ----- RURAL PARKWAY EASEMENT
- P.B.C. ----- PALM BEACH COUNTY
- U.E. ----- UTILITY EASEMENT
- D.E. ----- DRAINAGE EASEMENT
- L.M.E. ----- LAKE MAINTENANCE EASEMENT
- L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
- R ----- RADIUS
- L ----- ARCH LENGTH
- D ----- DELTA ANGLE
- CB ----- CHORD BEARING
- C ----- CHORD
- 6-43-41 ----- SECTION-TOWNSHIP-RANGE
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET PERMANENT REFERENCE MONUMENT
- ----- PERMANENT CONTROL POINT
- P.C. ----- POINT OF CURVATURE
- P.T. ----- POINT OF TANGENCY
- R/W ----- RIGHT-OF-WAY



MATCH LINE SEE SHEET 12

MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 4

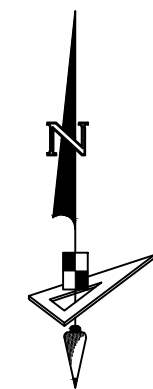
MATCH LINE SEE SHEET 9



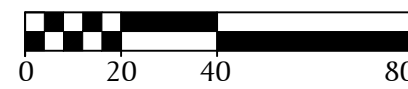
4152 W. Blue Heron Blvd. Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

MEADOWS OF WESTLAKE - PHASE I

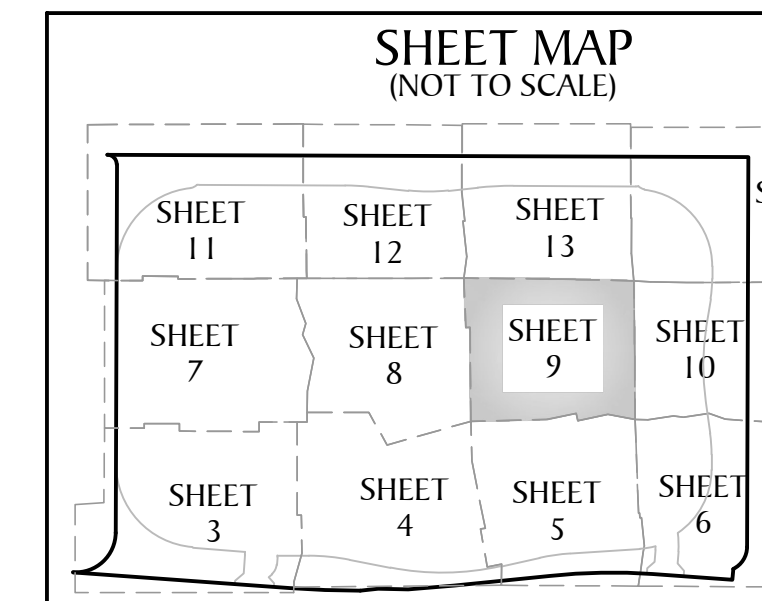
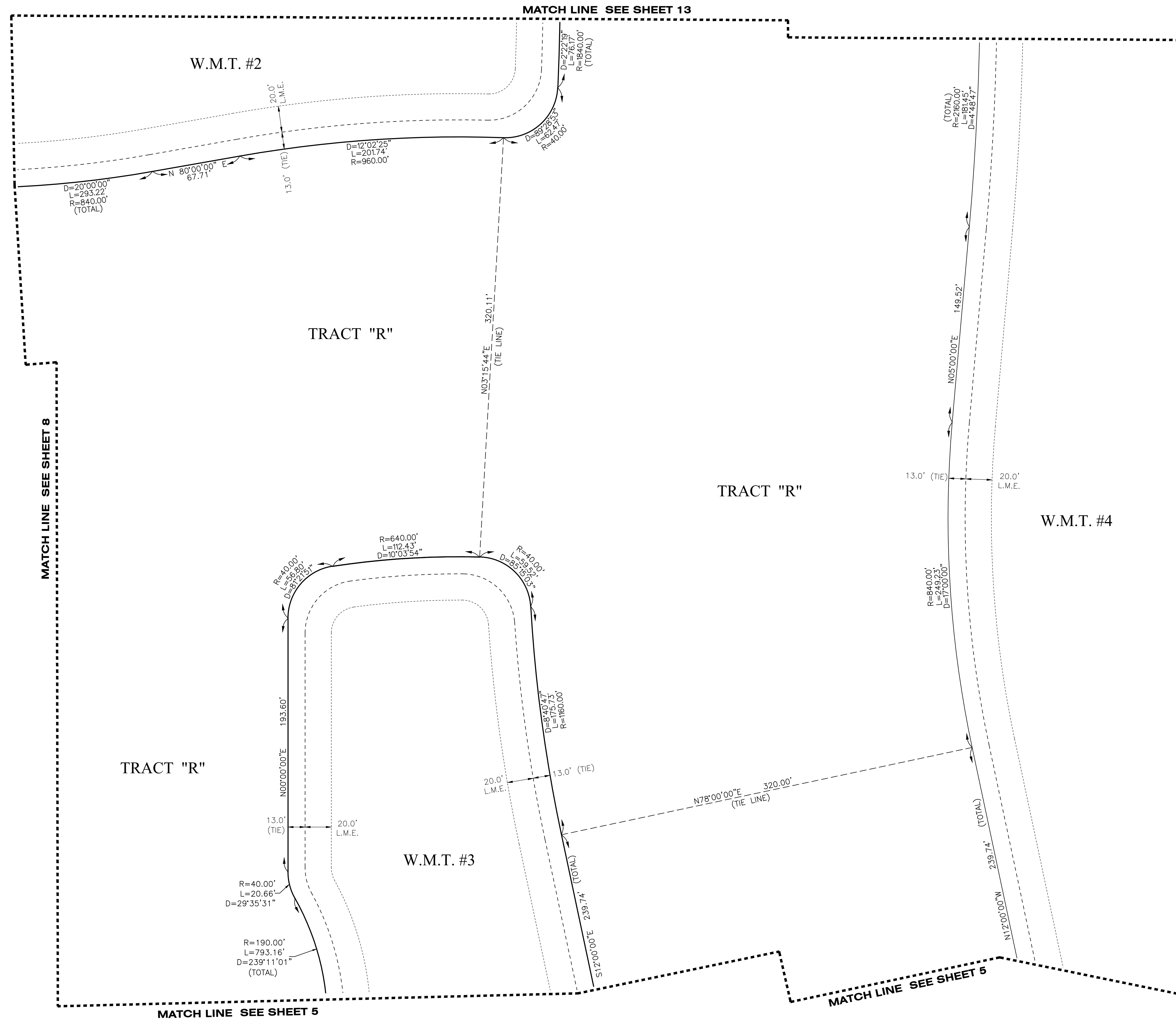
BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



SCALE 1" = 40'



SEE NOTE ON SHEET 2
FOR BASIS OF BEARINGS



LEGEND

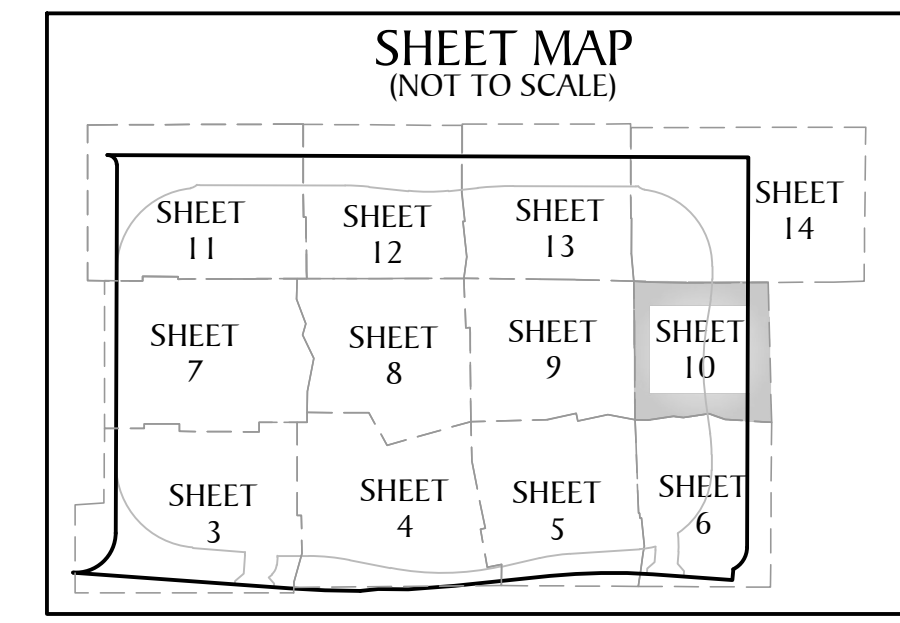
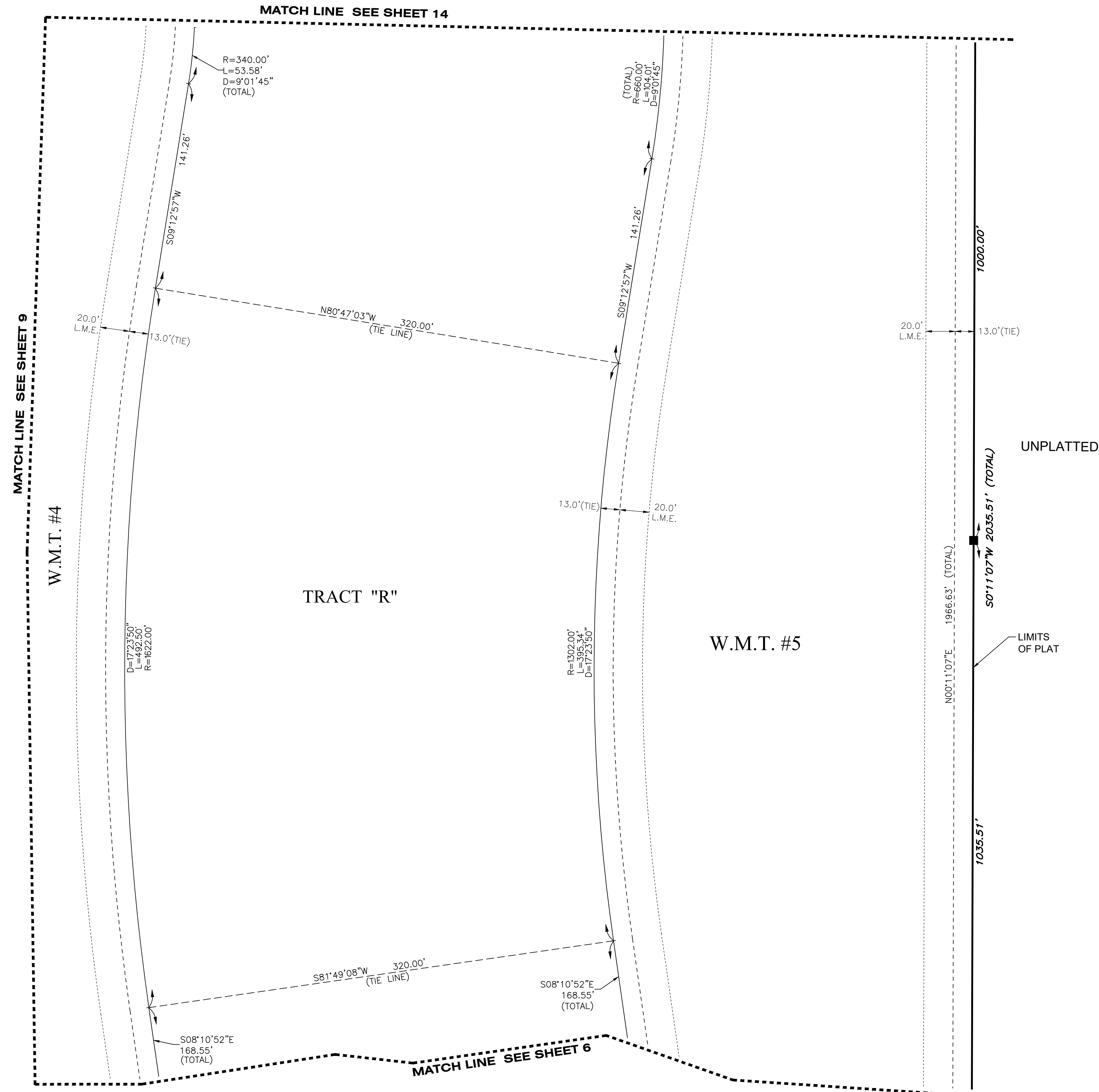
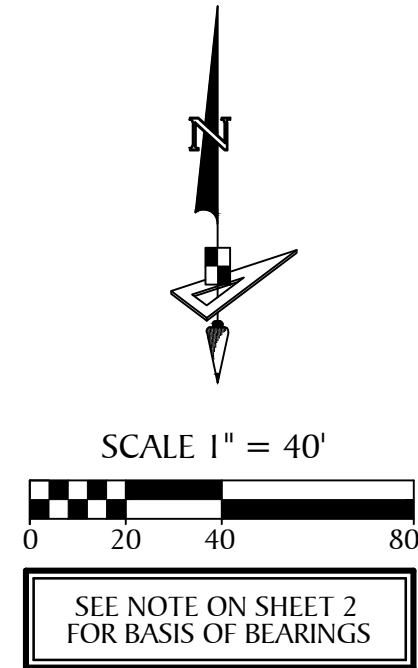
- P.B. ---- PLAT BOOK
- D.B. ---- DEED BOOK
- PG./PG(S) ---- PAGE(S)
- W.M.T. ---- WATER MANAGEMENT TRACT
- O.S.T. ---- OPEN SPACE TRACT
- R.P.E. ---- RURAL PARKWAY EASEMENT
- P.B.C. ---- PALM BEACH COUNTY
- U.E. ---- UTILITY EASEMENT
- D.E. ---- DRAINAGE EASEMENT
- L.M.E. ---- LAKE MAINTENANCE EASEMENT
- L.M.A.E. ---- LAKE MAINTENANCE ACCESS EASEMENT
- R ---- RADIUS
- L ---- ARCH LENGTH
- D ---- DELTA ANGLE
- CB ---- CHORD BEARING
- C ---- CHORD
- 6-43-41 ---- SECTION-TOWNSHIP-RANGE
- ---- FOUND PERMANENT REFERENCE MONUMENT
- ---- SET PERMANENT REFERENCE MONUMENT
- ⊙ ---- PERMANENT CONTROL POINT
- P.C. ---- POINT OF CURVATURE
- P.T. ---- POINT OF TANGENCY
- R/W ---- RIGHT-OF-WAY



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 I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(s) ----- PAGE(s)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ⊙ ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY

GeoPoint
Surveying, Inc.

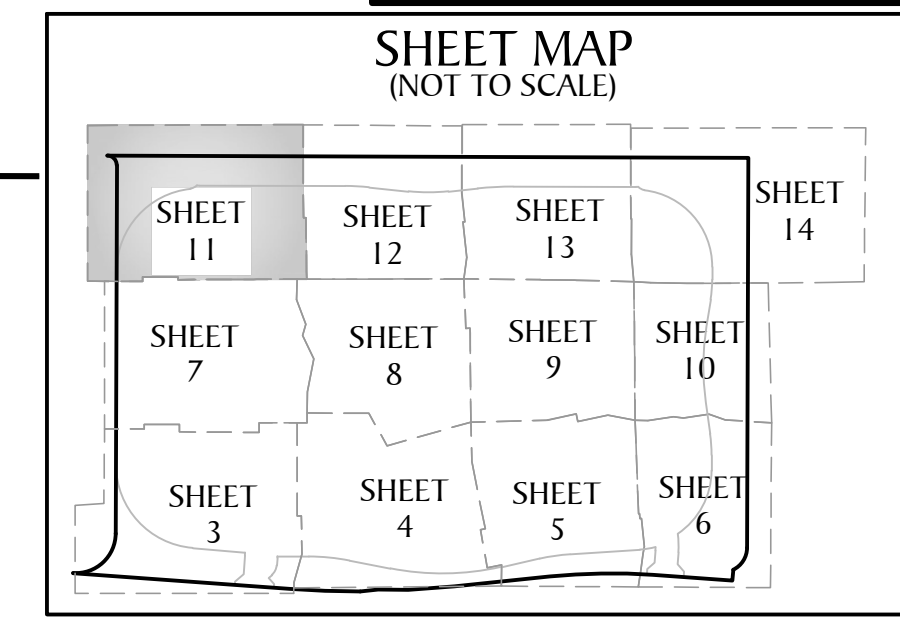
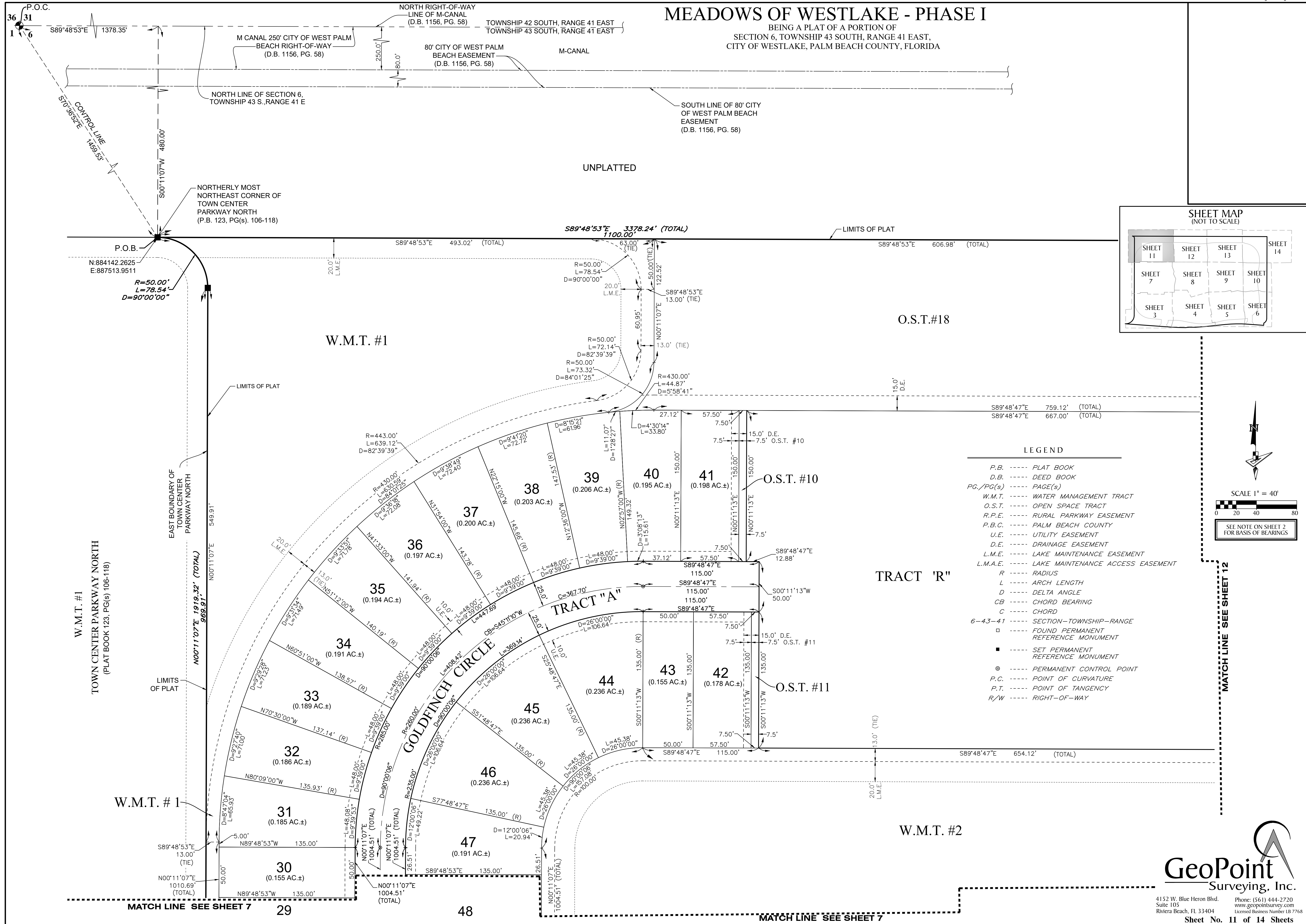
4152 W. Blue Heron Blvd. Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

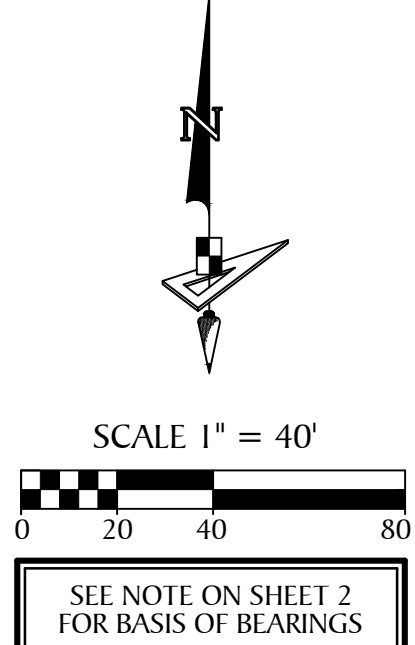
Sheet No. 10 of 14 Sheets

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(s) ----- PAGE(S)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY



GeoPoint
Surveying, Inc.

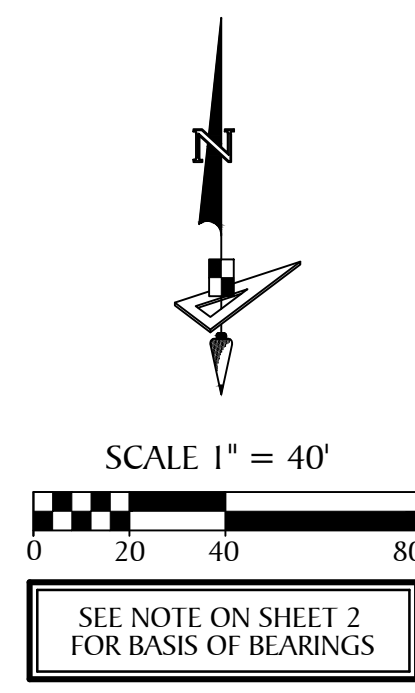
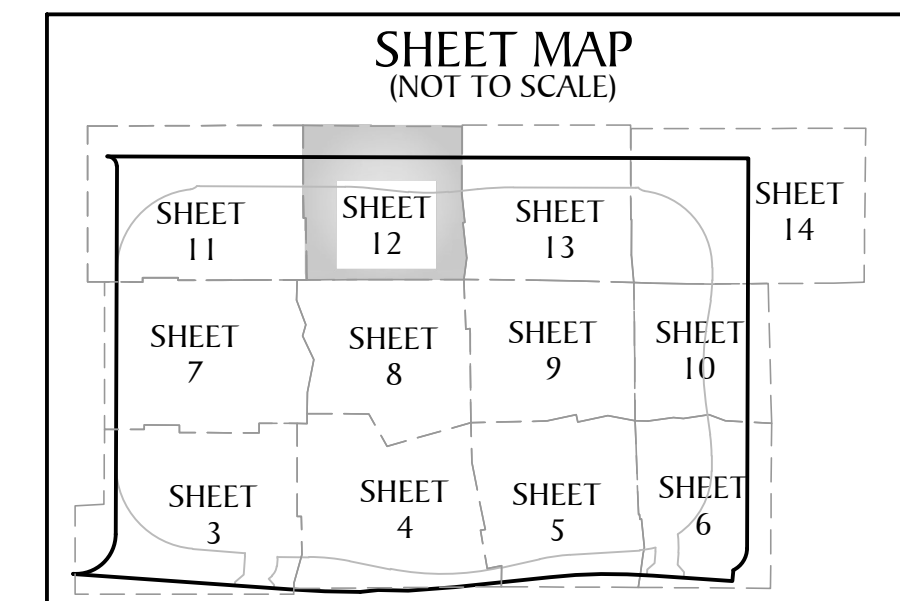
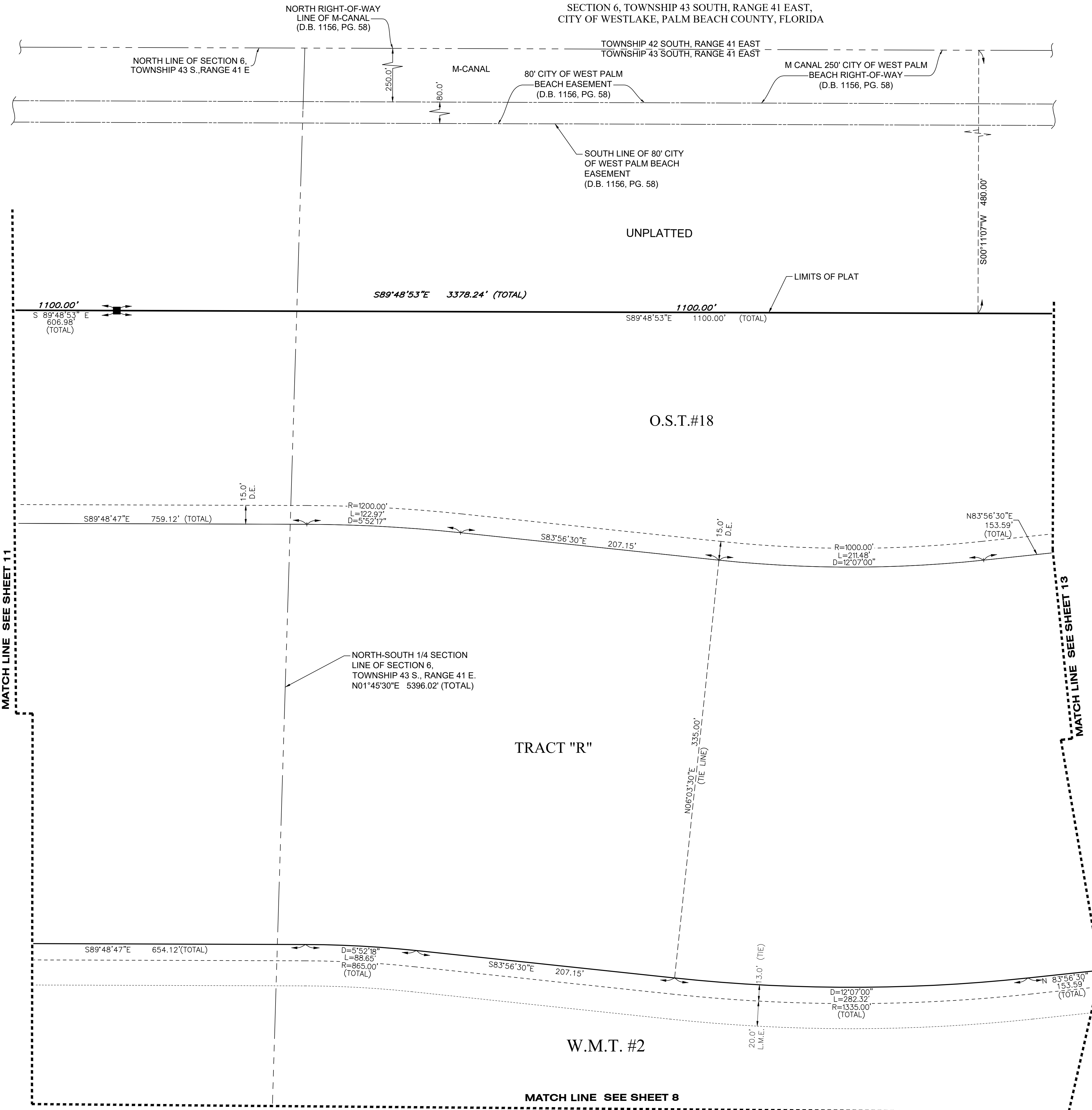
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number: LB 7768

Sheet No. 11 of 14 Sheets

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(S) ----- PAGE(S)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY

GeoPoint
Surveying, Inc.

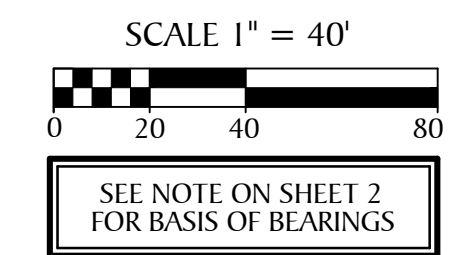
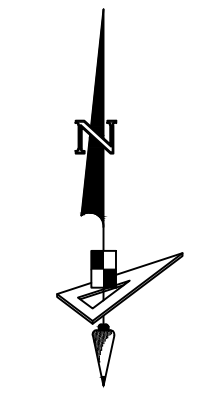
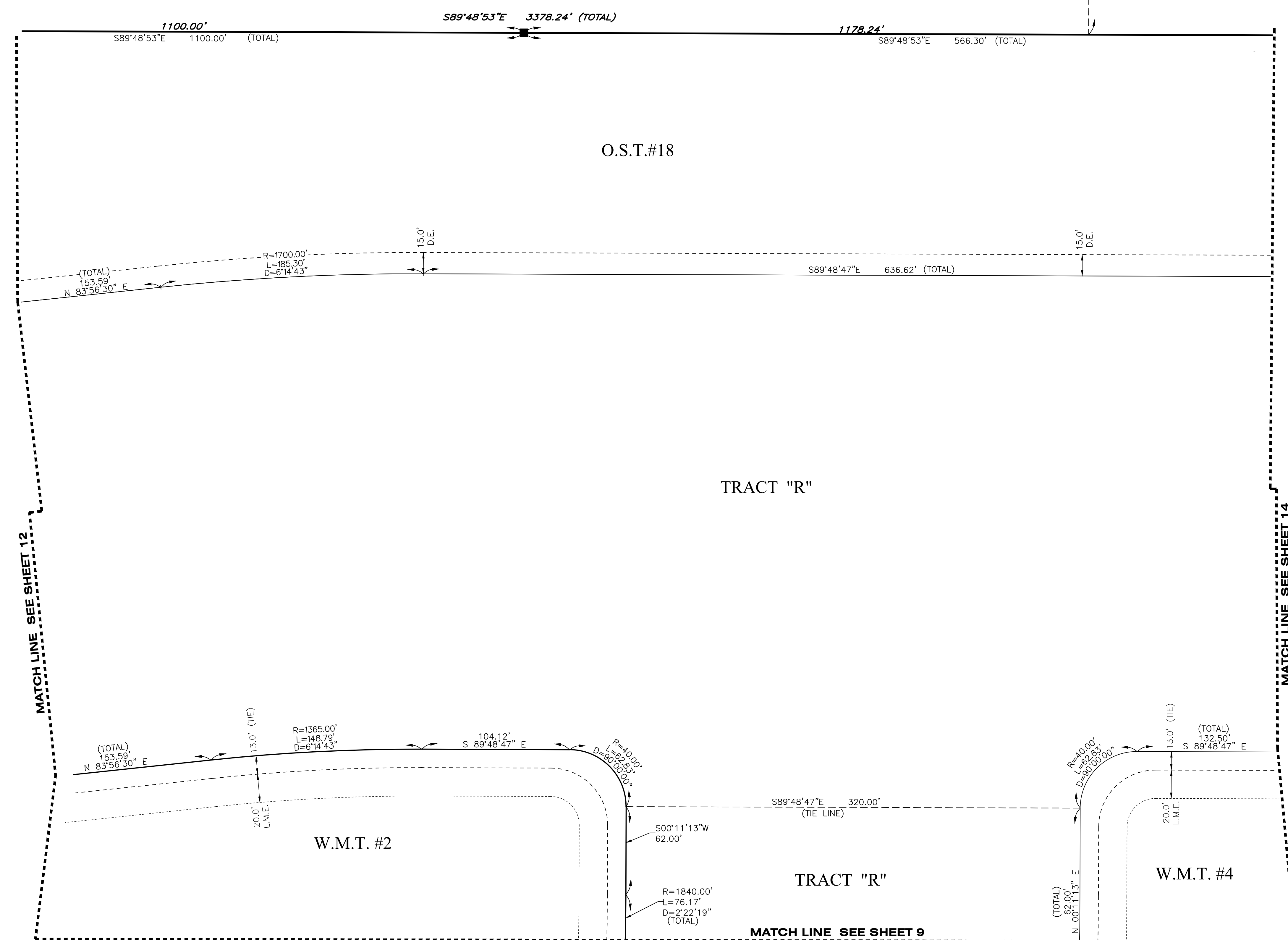
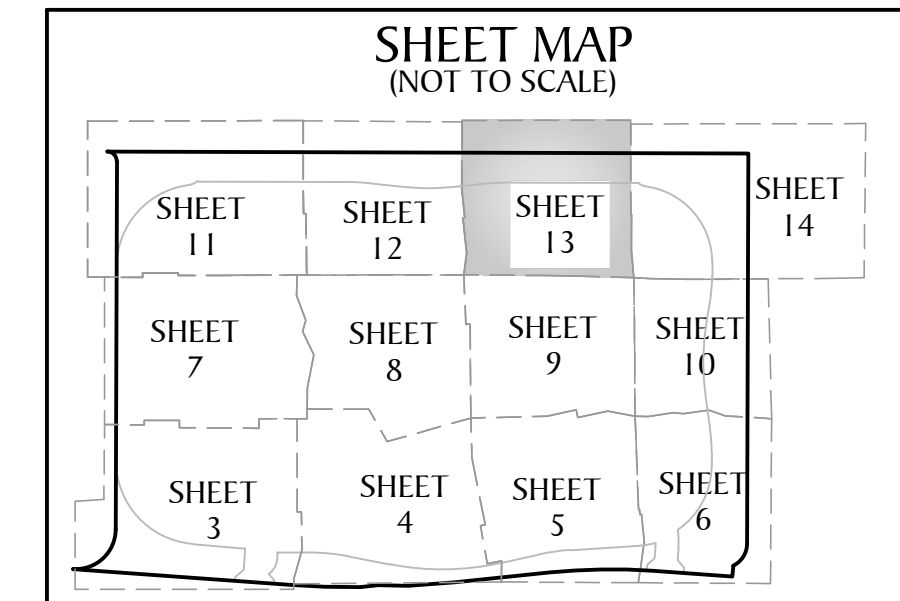
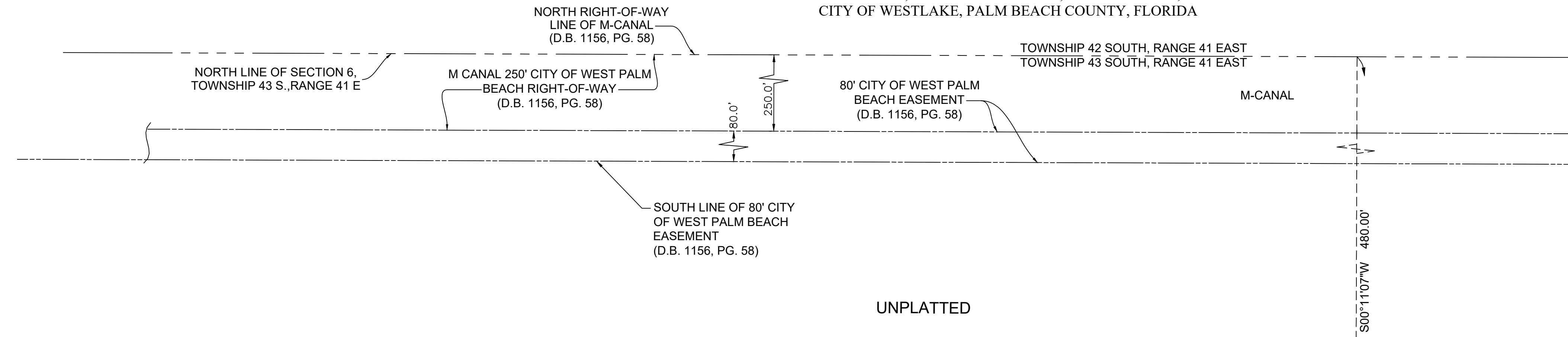
4152 W. Blue Heron Blvd. Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Sheet No. 12 of 14 Sheets

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



- LEGEND**
- P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - PG./PG(s) ----- PAGE(s)
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - R.P.E. ----- RURAL PARKWAY EASEMENT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - L.M.E. ----- LAKE MAINTENANCE EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - R ----- RADIUS
 - L ----- ARCH LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET PERMANENT REFERENCE MONUMENT
 - ----- PERMANENT CONTROL POINT
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY

GeoPoint
Surveying, Inc.

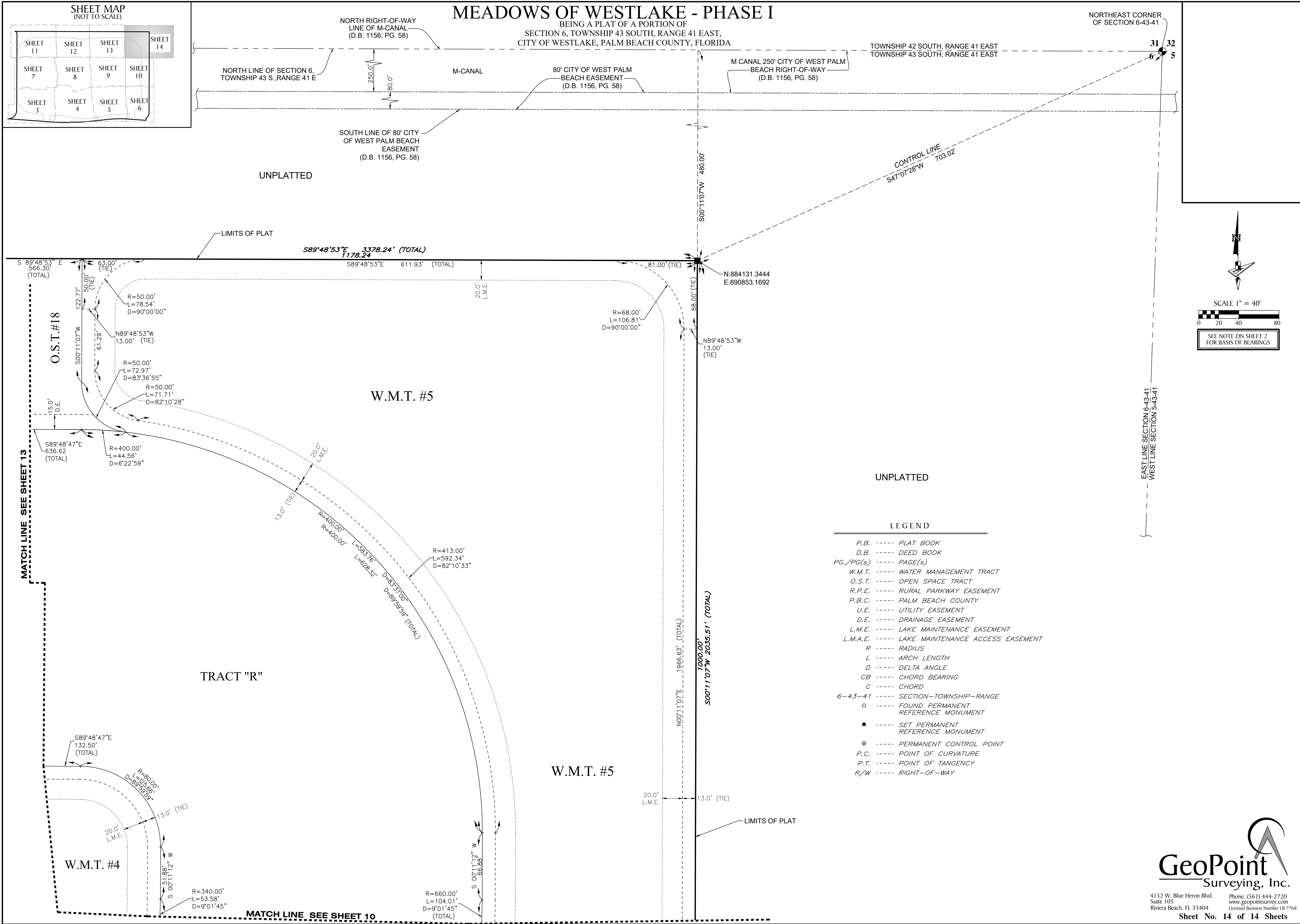
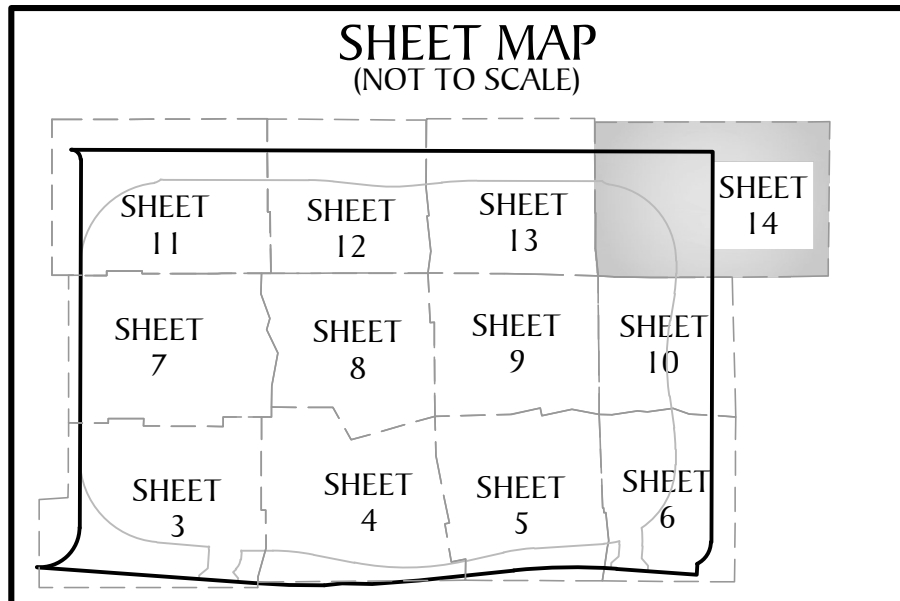
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Sheet No. 13 of 14 Sheets

MEADOWS OF WESTLAKE - PHASE I

BEING A PLAT OF A PORTION OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA



LEGEND

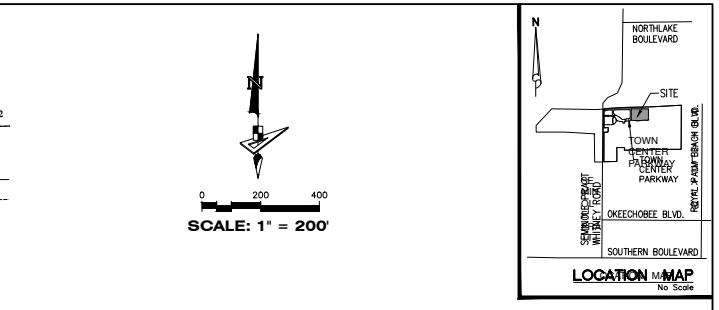
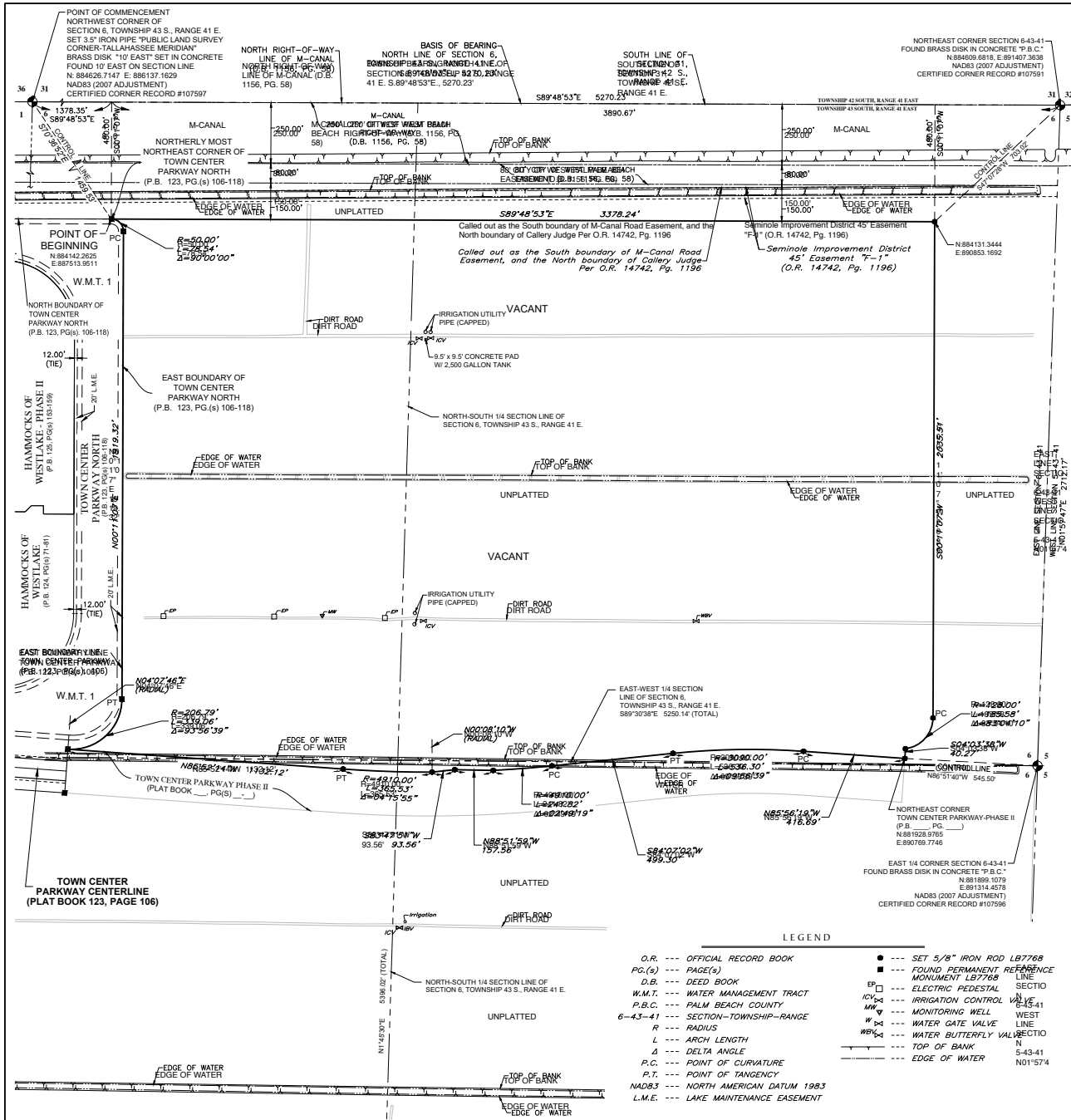
- P.B. ----- PLAT BOOK
- D.B. ----- DEED BOOK
- PG./PG(S) ----- PAGE(S)
- W.M.T. ----- WATER MANAGEMENT TRACT
- O.S.T. ----- OPEN SPACE TRACT
- R.P.E. ----- RURAL PARKWAY EASEMENT
- P.B.C. ----- PALM BEACH COUNTY
- U.E. ----- UTILITY EASEMENT
- D.E. ----- DRAINAGE EASEMENT
- L.M.E. ----- LAKE MAINTENANCE EASEMENT
- L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
- R ----- RADIUS
- L ----- ARCH LENGTH
- D ----- DELTA ANGLE
- CB ----- CHORD BEARING
- C ----- CHORD
- 6-43-41 ----- SECTION-TOWNSHIP-RANGE
- ----- FOUND PERMANENT REFERENCE MONUMENT
- ----- SET PERMANENT REFERENCE MONUMENT
- ⊙ ----- PERMANENT CONTROL POINT
- P.C. ----- POINT OF CURVATURE
- P.T. ----- POINT OF TANGENCY
- R/W ----- RIGHT-OF-WAY

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

Sheet No. 14 of 14 Sheets



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 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 1378.35 FEET; THENCE S 0°11'07"W, A DISTANCE OF 480.00 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S 89°48'53"E, ALONG A LINE 480.00 FEET SOUTH AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID SECTION 6, A DISTANCE OF 3378.24 FEET; THENCE S 0°11'07"W, A DISTANCE OF 2055.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 126.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°04'17", A DISTANCE OF 185.58 FEET TO A NON-TANGENT INTERSECTION; THENCE S 0°03'38"W, A DISTANCE OF 40.27 FEET TO THE NORTHEAST CORNER OF TOWN CENTER PARKWAY - PHASE II PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGE 106 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTH LINE OF SAID PLAT OF TOWN CENTER PARKWAY - PHASE II FOR THE FOLLOWING (8) COURSES: 1) N 85°56'19"W, A DISTANCE OF 416.69 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 390.00 FEET; 2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°05'09", A DISTANCE OF 536.30 FEET TO A POINT OF TANGENCY; 3) THENCE S 8°49'17"W, A DISTANCE OF 499.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 491.00 FEET; 4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'17", A DISTANCE OF 241.82 FEET TO A POINT OF TANGENCY; 5) THENCE N 8°05'19"W, A DISTANCE OF 157.56 FEET; 6) THENCE S 85°47'51"W, A DISTANCE OF 93.56 FEET TO A NON-TANGENT INTERSECTION TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 480.00 FEET, AND A RADIAL BEARING OF N 0°08'19"W, AT SAID INTERSECTION; 7) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°15'55", A DISTANCE OF 365.53 FEET TO A POINT OF TANGENCY; 8) THENCE N 112°12'21"W, A DISTANCE OF 1112.12 FEET TO A NON-TANGENT INTERSECTION TO A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 206.79 FEET, AND A RADIAL BEARING OF N 0°07'46", AT SAID INTERSECTION, ALSO A POINT ON THE EAST BOUNDARY LINE OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGES 106 THROUGH 118, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID EAST LINE OF TOWN CENTER PARKWAY NORTH FOR THE FOLLOWING (3) COURSES: 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°56'39", A DISTANCE OF 339.06 FEET TO A POINT OF TANGENCY; 2) THENCE N 0°11'07"E, A DISTANCE OF 1919.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 50.00 FEET; 3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00", A DISTANCE OF 78.84 FEET TO THE POINT OF BEGINNING.

CONTAINING: 169.427 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1) EASEMENTS, RIGHTS-OF-WAY, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY FOUNDERS TITLE, DATED MAY 23, 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 LIBBERS 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.

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) SD AND SWCD EASEMENTS WITHIN BOUNDARY HAVE BEEN RELEASE PER O.R. 28084, PG. 0985.

EASEMENTS AND OTHER MATTERS AFFECTING TITLE:

1. TERMS, CONDITIONS, RIGHTS AND RESERVATIONS CONTAINED IN THAT AGREEMENT BETWEEN WEST PALM BEACH WATER COMPANY AND INDIAN TRAIL RANCH, INC. RECORDED SEPTEMBER 25, 1956, IN OFFICIAL RECORDS BOOK 1156, PAGE 36 AND THAT DEED BETWEEN INDIAN TRAIL RANCH, INC. AND THE CITY OF WEST PALM BEACH, RECORDED IN OFFICIAL RECORDS BOOK 1156, PAGE 58, TOGETHER WITH AND AFFECTED BY ASSIGNMENT, RECORDED IN OFFICIAL RECORDS BOOK 1854, PAGE 1826 AND AGREEMENT BETWEEN CITY OF WEST PALM BEACH AND CITY NATIONAL BANK OF MIAMI BEACH, TRUSTEE, RECORDED IN OFFICIAL RECORDS BOOK 1854, PAGE 1938, THAT ASSIGNMENT, RECORDED IN OFFICIAL RECORDS BOOK 8405, PAGE 1104 AND BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1854, PAGE 1803, QUIT CLAIM DEED AND AGREEMENT FOR RESERVATION OF RIGHTS, RECORDED IN OFFICIAL RECORDS BOOK 14742, PAGE 1196, AND PARTIAL RELEASE OF EASEMENTS AND RESERVATIONS OF RIGHTS, RECORDED FEBRUARY 3, 2016, IN OFFICIAL RECORDS BOOK 28084, PAGE 985, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
2. INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SEMINOLE IMPROVEMENT DISTRICT, RECORDED APRIL 26, 2006, IN OFFICIAL RECORDS BOOK 20252, PAGE 184, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. MATTERS AS CONTAINED ON THAT CERTAIN PLAT OF TOWN CENTER PARKWAY NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 123, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, RECORDED AUGUST 13, 2015, IN OFFICIAL RECORDS BOOK 2737, PAGE 15, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
5. NOTICE OF WESTLAKE COMMUNITY FOUNDATION FEE, RECORDED JANUARY 16, 2018, IN OFFICIAL RECORDS BOOK 29588, PAGE 1066 AND CORRECTIVE WESTLAKE COMMUNITY FOUNDATION FEE, RECORDED JANUARY 24, 2018, IN OFFICIAL RECORDS BOOK 29608, PAGE 1177, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
6. DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR WESTLAKE RESIDENCES, RECORDED JANUARY 16, 2018, IN OFFICIAL RECORDS BOOK 29588, PAGE 782, TOGETHER WITH FIRST AMENDMENT TO DECLARATION, RECORDED MAY 1, 2018, IN OFFICIAL RECORDS BOOK 29619, PAGE 284, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
7. COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS BY AND BETWEEN MINTO PBLH, LLC AND WELLS FARGO BANK, NATIONAL ASSOCIATION, RECORDED JANUARY 25, 2018, IN OFFICIAL RECORDS BOOK 29611, PAGE 873, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

MEADOWS AT WESTLAKE BOUNDARY SURVEY

REVISIONS			Prepared For: MINTO COMMUNITIES, LLC	
No.	Date	Description	Dem.	Last Date of Field Survey: 12/11/17

This certifies that a survey of the herein described property was made under my supervision and that the boundaries of the same as shown on the plat thereon are in accordance with the laws and regulations of the State of Florida. I am a duly Licensed Professional Surveyor and am duly qualified to perform the duties of such office.

Geary A. Rahey
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 154828
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint
 Surveying, Inc.

4152 W. Blue Heron Blvd. Phone: (561) 444-2720
 Suite 100 www.geo-point.com
 Riviera Beach, FL 33404 Licensed Business Number 18 7734

Geary A. Rahey
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 154828
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet No. 1 of 1 Sheets

LEGEND

- O.R. --- OFFICIAL RECORD BOOK
- PG.(s) --- PAGE(S)
- D.B. --- DEED BOOK
- W.M.T. --- WATER MANAGEMENT TRACT
- P.B.C. --- PALM BEACH COUNTY
- 6-43-41 --- SECTION-TOWNSHIP-RANGE
- R --- RADII(S)
- L --- ARCH LENGTH
- Δ --- DELTA ANGLE
- P.C. --- POINT OF CURVATURE
- P.T. --- POINT OF TANGENCY
- NAD83 --- NORTH AMERICAN DATUM 1983
- L.M.E. --- LAKE MAINTENANCE EASEMENT
- --- SET 5/8" IRON ROD LB7768
- --- FOUND PERMANENT REFERENCE MONUMENT LB7768
- --- ELECTRIC PEDISTAL
- --- IRRIGATION CONTROL VALVE
- --- MONITORING WELL
- --- WATER GATE VALVE
- --- WATER BUTTERFLY VALVE
- N --- NORTH
- W --- WEST LINE
- E --- EAST LINE
- S --- SOUTH LINE
- TOP OF BANK
- EDGE OF WATER



CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

- | | |
|----------------------------|-------------------------------|
| 1. DATE: | 7/27/2018 |
| 2. PETITION NUMBER: | ENG-2018-15 |
| 3. DESCRIPTION: | Pod R Phase I Plat |
| APPLICANT: | Minto PBLH, LLC |
| OWNER: | Minto PBLH, LLC |
| REQUEST: | Plat & Boundary Survey Review |
| LOCATION: | Westlake, Florida |
| 4. STAFF REVIEW: | APPROVAL LETTER |

This is the third review of this Plat and Boundary Survey. This review is done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. Following are our comments.

Plat Comments:

All of our previous comments have been adequately addressed. The plat is now in compliance with Chapter 177 F.S. and is suitable for recording.

Boundary Survey Comments:

All comments regarding the boundary survey were adequately addressed in the second review.

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

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

Eleventh Order of Business

August 13, 2018

RESOLUTION 2018-17

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, PROVIDING A NOTICE OF INTENT TO THE FEDERAL INSURANCE ADMINISTRATOR THAT THE CITY OF WESTLAKE WILL IMPLEMENT AND ENFORCE PROVISIONS CONSISTENT WITH THE NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain areas of the City of Westlake are subject to periodic flooding, or flood-related erosion, causing serious damages to properties within these areas; and

WHEREAS, relief is available in the form of Federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968; and

WHEREAS, it is the intent of this City Council for the City of Westlake to require the recognition and evaluation of flood, or flood-related erosion hazards in all official actions relating to the land use in areas having these hazards; and

WHEREAS, this body has the legal authority pursuant to Florida Statutes, Chapter 166, to adopt land use and control measures promote the public health, safety, and general welfare of its citizens to reduce future flood losses.

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 assures the Federal Insurance Administrator that it will enact as necessary, and maintain in force in those areas having flood, or flood-related erosion hazards, adequate land use and control measures with effective enforcement provisions consistent with the Criteria set forth in Part 60 of the National Flood Insurance Program Regulations (CFR44); and

Section 3: The City Council for the City of Westlake hereby vests the Building Official with the responsibility, authority and means to:

- (a) Assist the Administrator, at his request, in his delineation of the limits of the area having special flood, or flood-related erosion hazards.
- (b) Provide such information as the Administrator may request concerning present uses and occupancy of the flood plain, or flood-related erosion areas.
- (c) Cooperate with Federal, State, and local agencies and private firms which undertake to study, survey, map, and identify flood plain, or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining flood plain, and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
- (d) Upon occurrence, notify the Administrator in writing whenever the boundaries of the City have been modified by annexation or the city has otherwise assumed or no longer has authority

to adopt and enforce floodplain management regulations for a particular area. In order that all Flood-hazard Boundary Maps and Flood Insurance Rate Maps accurately represent the City's boundaries, include within such notification a copy of a map of the city suitable for reproduction, clearly delineating the new corporate limits or new area for which the city has assumed or relinquished flood plain management regulatory authority.

Section 4: The City Council for the City of Westlake hereby appoints the City Manager to maintain for public inspection and to furnish upon request for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map, any certificates of flood-proofing, and information on the elevation (in relation to mean sea level) of the level of the lowest flood (including basement) of all new or substantially improved structures, and include whether or not such structures include a basement, and if the structure has been proofed; and

Section 5: The City Council for the City of Westlake hereby Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the program.

PASSED AND APPROVED by City Council for the City of Westlake, on this 13th day of August, 2018.

City of Westlake
Roger Manning, Mayor

Sandra Demarco, City Clerk

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

Twelfth Order of Business

CITY OF WESTLAKE



Annual Operating Budget **Fiscal Year 2019**

Version 1 - Proposed Budget
(Version Date: 8/10/2018)

Table of Contents

	<u>Page #</u>
Public Officials	i
Administrative Staff	i
Proposed Budget	
General Fund	
Summary Budget.....	1
Detailed Budget.....	2 - 3
Special Revenue Fund	4
Narratives	5 - 10

CITY OF WESTLAKE

Public Officials

Mayor

Roger Manning

Vice Mayor

Katrina Long Robinson

Councilmann

Philip Everett

Councilman

John Stanavitch

Councilwoman

Kara Crump

Administrative Staff

Ken Cassel, City Manager

Pam Booker, Attorney

Inframark Infrastructure Management Services, Financial Services

FY2019 Summary Budget - General Fund

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU JUNE-2018	PROJECTED JUL - SEP-2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES						
Interest - Investments	\$ 1,293	\$ 2,000	\$ 730	\$ 243	\$ 973	\$ 2,000
Ad Valorem Taxes (5.125 millage)	-	138,030	140,217	-	140,217	236,400
Ad Valorem Taxes - Discounts	-	(5,521)	(5,463)	-	(5,463)	(9,500)
Licenses, Permits & Fees	253,397	167,500	814,569	10,586	825,155	970,500
Other Taxes	-	1,000	19,724	9,855	29,579	123,200
Developer Contribution	1,117,965	1,580,967	769,568	811,399	1,580,967	2,408,400
TOTAL REVENUES	1,372,655	1,883,976	1,739,345	832,083	2,571,428	3,731,000
EXPENDITURES						
<i>Legislative</i>						
Salaries	204,000	204,000	153,000	51,000	204,000	204,000
Payroll Taxes	15,606	15,606	11,705	3,902	15,607	15,600
Other Legislative / Council Expenses	-	28,000	16,000	5,333	24,667	44,000
Total Legislative	219,606	247,606	180,705	60,235	244,273	263,600
<i>Administrative</i>						
Executive Services	249,101	283,830	256,558	85,519	342,077	410,000
Auditing Services	3,085	7,000	-	7,000	7,000	7,000
General Government	58,361	126,260	71,153	23,400	94,886	423,100
Misc-Contingency	1,858	90,000	11,597	3,866	15,463	90,000
Cap Outlay	-	140,000	10,973	-	10,973	6,000
Total Administrative	312,405	647,090	350,281	119,785	470,399	936,100
<i>Legal Counsel</i>						
ProfServ-Legal Services	296,300	284,280	218,540	74,100	292,640	296,300
Total Legal Counsel	296,300	284,280	218,540	74,100	292,640	296,300
<i>Comprehensive Planning</i>						
ProfServ-Planning/Zoning/Eng	475,949	430,000	696,235	103,073	799,308	925,000
Total Comprehensive Planning	475,949	430,000	696,235	103,073	799,308	925,000
<i>Other Public Safety</i>						
Contracts-Sheriff	6,820	275,000	29,388	9,796	39,184	550,000
Total Other Public Safety	6,820	275,000	29,388	9,796	39,184	550,000
<i>Road and Street Facilities</i>						
Electricity-General	-	-	-	-	-	10,000
Total Road and Street Facilities	-	-	-	-	-	10,000
<i>Parks and Recreation</i>						
R&M-Parks	-	-	-	-	-	50,000
Total Parks and Recreation	-	-	-	-	-	50,000
<i>Reserves</i>						
Building-Future City Hall (yr.1 of 5)	-	-	-	-	-	700,000
Total Reserves	-	-	-	-	-	700,000
TOTAL EXPENDITURES	1,311,080	1,883,976	1,475,149	366,989	1,845,804	3,731,000
Excess (deficiency) of revenues over (under) expenditures	61,575	-	264,196	465,094	725,624	-
FUND BALANCE, BEGINNING	329,686	391,261	391,261	-	391,261	1,116,885
FUND BALANCE, ENDING	\$ 391,261	\$ 391,261	\$ 655,457	\$ 465,094	\$1,116,885	\$1,116,885

FY2019 Detail Budget - General Fund

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2017	BUDGET FY 2018	THRU JUN-2018	JUL - SEP-2018	PROJECTED FY 2018	BUDGET FY 2019
REVENUES						
Interest - Investments	\$ 1,293	\$ 2,000	\$ 730	\$ 243	\$ 973	\$ 2,000
Ad Valorem Taxes	-	138,030	140,217	-	140,217	236,400
Ad Valorem Taxes - Discounts	-	(5,521)	(5,463)	-	(5,463)	(9,500)
Local Option Fuel Tax	-	-	68	27	95	100
Local Discretionary Sales Tax	-	-	-	-	-	800
FPL Franchise Fee	-	-	-	8,333	8,333	33,300
Public Service Tax-Electricity	-	-	-	-	-	18,000
Public Service Tax-Water	-	-	12,800	6,400	19,200	76,800
Communications Service Tax	-	-	6,856	3,428	10,284	27,100
Occupational Licenses	7,575	5,000	4,680	-	4,680	5,000
Building Permits	242,697	160,000	546,851	-	546,851	600,000
Engineering Permits	-	-	179,938	-	179,938	75,000
Planning/Zoning Permits	-	-	79,360	-	79,360	250,000
Other Licenses, Fees and Permits	-	-	758	253	1,011	4,700
Municipal Revenue Sharing program	-	-	-	-	-	1
Local Govt Half Cent Sales Tax	-	1,000	-	-	-	400
Administrative Fees	-	-	495	-	495	-
Judgements and Fines	-	-	99	-	99	-
Other Impact Fees	1,565	1,500	-	1,500	1,500	1,500
Developer Contribution	1,117,965	1,580,967	769,568	811,399	1,580,967	2,408,400
Lien Search Fees	-	-	238	-	238	-
Inspection Fees	1,560	1,000	2,150	500	2,650	1,000
TOTAL REVENUES	1,372,655	1,883,976	1,739,345	832,083	2,571,428	3,731,000

EXPENDITURES

Legislative

Mayor/Council Stipend	204,000	204,000	153,000	51,000	204,000	204,000
FICA Taxes	15,606	15,606	11,705	3,902	15,607	15,600
ProfServ-Legislative Expense	-	18,000	16,000	5,333	21,333	24,000
Council Expenses	-	10,000	-	-	3,333	20,000
Total Legislative	219,606	247,606	180,705	60,235	244,273	263,600

Administrative

ProfServ-Consultants	-	40,000	14,700	4,900	19,600	40,000
ProfServ-Information Technology	-	-	-	-	-	148,000
Management Services	249,101	283,830	256,558	85,519	342,077	410,000
ProfServ-Web Site Maintenance	-	5,900	3,925	1,308	5,233	6,100
Auditing Services	3,085	7,000	-	7,000	7,000	7,000
Communication - Telephone	2,789	7,500	2,187	729	2,916	7,500
Postage and Freight	415	1,500	1,049	350	1,399	1,500
Insurance - General Liability	5,000	15,000	6,000	-	6,000	16,500
Lease - Building	500	500	500	-	500	500
Printing & Binding	-	1,000	-	-	333	1,000
Legal Advertising	11,884	10,000	19,047	6,349	25,396	12,000
Miscellaneous Services	-	-	439	-	439	-
General Government	28,219	33,360	14,395	2,867	17,262	100,000
Misc-Contingency	1,858	90,000	11,597	3,866	15,463	90,000
City Events	-	-	-	-	-	75,000

FY2019 Detail Budget - General Fund

ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2017	BUDGET FY 2018	THRU JUN-2018	JUL - SEP-2018	PROJECTED FY 2018	BUDGET FY 2019
Office Supplies	9,554	2,500	5,106	1,702	6,808	5,000
Dues, Licenses, Subscriptions	-	9,000	3,805	5,195	9,000	10,000
Cap Outlay - Equipment	-	-	10,973	-	10,973	-
Cap Outlay - Software	-	120,000	-	-	-	-
Cap Outlay - Computers	-	20,000	-	-	-	6,000
Total Administrative	312,405	647,090	350,281	119,785	470,399	936,100
Legal Counsel						
ProfServ-Legal Services	296,300	284,280	218,540	74,100	292,640	296,300
Total Legal Counsel	296,300	284,280	218,540	74,100	292,640	296,300
Comprehensive Planning						
ProfServ-Engineering	-	100,000	107,339	35,780	143,119	75,000
ProfServ-Building Permits	-	160,000	435,394	16,126	451,520	600,000
ProfServ-Planning/Zoning Board	-	170,000	153,502	51,167	204,669	250,000
Total Comprehensive Planning	475,949	430,000	696,235	103,073	799,308	925,000
Other Public Safety						
Contracts-Sheriff	6,820	275,000	29,388	9,796	39,184	550,000
Total Other Public Safety	6,820	275,000	29,388	9,796	39,184	550,000
Road and Street Facilities						
Electricity-General	-	-	-	-	-	10,000
Total Road and Street Facilities	-	-	-	-	-	10,000
Parks and Recreation						
R&M-Parks	-	-	-	-	-	50,000
Total Parks and Recreation	-	-	-	-	-	50,000
Reserves						
Building-Future City Hall (yr.1 of 5)	-	-	-	-	-	700,000
Total Reserves	-	-	-	-	-	700,000
TOTAL EXPENDITURES	1,311,080	1,883,976	1,475,149	366,989	1,845,804	3,731,000
Excess (deficiency) of revenues over (under) expenditures	61,575	-	264,196	465,094	725,624	-
FUND BALANCE, BEGINNING	329,686	391,261	391,261	-	391,261	1,116,885
FUND BALANCE, ENDING	\$ 391,261	\$ 391,261	\$ 655,457	\$ 465,094	\$ 1,116,885	\$ 1,116,885

FY2019 Budget - Special Revenue Fund (Housing Assistance Program)

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ADOPTED BUDGET FY 2018	ACTUAL THRU JUN-2018	PROJECTED JUL - SEP-2018	TOTAL PROJECTED FY 2018	ANNUAL BUDGET FY 2019
REVENUES						
Interest - Investments	\$ -	\$ -	\$ 1,585	\$ 59	\$ 1,644	\$ -
Other Impact Fees	-	-	-	-	-	-
Developer Contribution	-	316,500	316,500	-	316,500	-
Housing Assistance Fee	-	-	-	-	75,000	150,000
TOTAL REVENUES	-	316,500	318,085	59	318,144	150,000
EXPENDITURES						
<i>Administrative</i>						
Administration Fee	-	22,155	-	5,539	5,539	11,300
Assistance Program	-	294,345	46,745	10,000	56,745	138,700
Total Administrative	-	316,500	46,745	15,539	62,284	150,000
TOTAL EXPENDITURES	-	316,500	46,745	15,539	62,284	150,000
Excess (deficiency) of revenues Over (under) expenditures	-	-	271,340	(15,480)	255,860	-
FUND BALANCE, BEGINNING	-	-	-	-	-	255,860
FUND BALANCE, ENDING	\$ -	\$ -	\$ 271,340	\$ (15,480)	\$ 255,860	\$ 255,860

Budget Narratives

General Fund-Revenue

Interest - Investments

The City earns interest income from investments in Money Market accounts.

Ad Valorem Taxes

The City will levy an Ad Valorem assessment on all parcels within its borders to pay for the operating expenditures during the Fiscal Year.

Ad Valorem Taxes - Discounts

In accordance with applicable Florida Statutes, property owners within the City limits are entitled to a discount providing their Ad Valorem taxes are paid by specific dates. The discount is calculated as if all residents took full advantage of the early pay process.

Local Option Fuel Tax

Florida statutes allow a municipality to levy a tax on the sale of fuel. The State of Florida administers the tax and remits receipts to the municipality.

Local Discretionary Sales Tax

Florida statutes allow municipalities to levy surtaxes on various transactions subject to state sales and communication services taxes. The State of Florida administers the tax and remits receipts to the municipality.

FPL Franchise Fee

Florida statutes allow municipalities to collect a fee from utilities companies for their use of public facilities necessary to provide service to customers. The fee is collected by the utility from its customers and remitted to the municipality.

Public Service Tax-Electricity

Florida statutes allow municipalities to levy a tax on the value of electrical service provided within its borders. The tax is collected by the utility from its customers and remitted to the municipality.

Public Service Tax-Water

Florida statutes allow municipalities to levy a tax on the value of water service provided within its borders. The tax is collected by the company from its customers and remitted to the municipality.

Communication Services Tax

The State of Florida levies a tax on the sale of communication services. This revenue is shared with its counties and municipalities.

Occupational Licenses

The City collects a business tax on all businesses operating within the City limits. This is an annual fee and is collected October 1st each year or when a new business opens within the City limits.

Building Permits

The City collects fees to cover the costs of operating the Building Department. This revenue will vary from year to year depending upon the volume of permit activity.

Engineering Permits

The City collects fees to cover the cost of operating the Engineering Department. This revenue will vary from year to year depending upon the volume of permit activity.

Planning/Zoning Permits

The City collects fees to cover the cost operating the Planning and Zoning Department. This revenue will vary from year to year depending upon the volume of permit activity.

Other Licenses, Fees and Permits

The City collects fees from vendors to register to do work within its borders, as well as fees for various other licenses and permits.

Budget Narratives

General Fund-Revenue (continued)

Municipal Revenue Sharing Program

The State of Florida provides municipalities with a share of its revenues based on an allocation formula.

Local Govt. Half Cent Sales Tax

The Half-Cent Sales Tax is a state authorized tax, approved by residents of a city, for funding certain well-defined community projects.

Other Impact Fees

The City collects all applicable impact fees from new construction in accordance with applicable laws, codes and statutes. The City remits those fees to the applicable agency and keeps a portion for administrative cost in accordance with applicable statutes.

Developer Contribution

The City has a funding agreement in place with Minto PBLH, LLC.

Inspection Fees

Inspection fees collected from property owners or businesses for change of use and occupational licenses.

Budget Narratives

General Fund-Expenditures

Expenditures – Legislative

Mayor/Council Stipend

The City Charter specifies the Mayor and City Council receive compensation for their service to the community.

FICA Taxes

Payroll taxes on City Council stipend. The budgeted amount for the fiscal year is calculated at 7.65% of the total payroll expenditure.

ProfServ - Legislative Expense

The amount is to cover the cost of a firm to represent the City during the legislative session.

Council Expense

The amount is to cover the cost of the city council attending various meetings and trainings throughout the year.

Expenditures – Administrative

ProfServ – Consultants

This amount represents fees paid for compiling, organizing and maintaining permitting and other files.

ProfServ – Information Technology

This amount is the expected first-year costs for the development and maintenance of the City's information technology infrastructure. This amount is net of expected reimbursements from Seminole Improvement District for its share of the costs.

Management Services

The City receives City Manager, City Clerk, Administrative and Financial services as part of a Management Agreement with Inframark Infrastructure Management Services. This amount for the fiscal year is based on the current and projected staffing needs for the City in the coming year.

ProfServ - Web Site Maintenance

This amount is for the cost of website hosting and posting of information to meet current Florida Statutes, as well as the annual domain name fees and the cost of any modifications to the web site.

Auditing Services

The City is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. This amount for the fiscal year is based on a projection of prior years' expenditures.

Communication - Telephone

Services are provided by Telephone T-Mobile USA Inc.

Postage and Freight

This amount is for postage and/or freight used for City mailings, vendor checks and other correspondence.

Insurance – General Liability

The City's General Liability & Public Officials Liability Insurance policy is currently with Public Risk Insurance. Public Risk Insurance specializes in providing insurance coverage to governmental agencies. This amount for the fiscal year is based on prior year premiums plus any anticipated market adjustments.

Budget Narratives

General Fund Expenditures – Administrative (continued)

Lease – Building

The City leases from Minto PBLH, LLC two structures and associated parking spaces to hold meetings of the City Council and to conduct other City business

Printing & Binding

This amount is for the cost of copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The City's is required to advertise various notices for monthly council meetings, planning & zoning meetings and other public hearings in a newspaper of general circulation.

General Governmental

This amount is for various expenditures not covered in specific line items within the budget but that are recurring in nature.

Misc-Contingency

This amount is for any other miscellaneous expenses that are incurred during the year. During the initial setup of the City there are miscellaneous items that are unforeseen that need to be covered.

City Events

This amount is for the cost of city-wide social events that City may wish to sponsor.

Office Supplies

This amount is for supplies used in the preparation of required mailings, and other special projects, as well as the cost for supplies in the City's office.

Dues, Licenses, Subscriptions

This amount is for membership fees and dues to including but not limited to the Chamber of Commerce, Fla League of Cities, FL League of Mayors and Western Communities Counsel.

Capital Outlay - Computers

This amount is for the funding of computers to operate the building department software and other programs not supplied by contract.

Expenditures – Legal Counsel

ProfServ - Legal Services

The City's legal counsel will provide general legal services to the City in accordance with the contract between the City and the Attorney.

Expenditures – Comprehensive Planning

ProfServ – Engineering Department

The City's engineer provides services to the City in accordance with their respective contracts. i.e. Plan review, attendance at meetings, and other services within their scope. These services are covered by the permit fees of the applicant as part of the building permit process.

ProfServ – Building Department

The City contracts the Building department services to provide plan review permit issuance and inspections services. The service is funded by the permit fees of the applicant as part of the building permit process.

Budget Narratives

General Fund Expenditures – Comprehensive Planning (continued)

ProfServ – Planning/Zoning Department

The City contracts the Planning & Zoning department services to provide site plan review, comprehensive master planning, zoning review for permit issuance. These services are funded by the permit fees of the applicant as part of the building permit review process.

Expenditures – Other Public Safety

Contracts-Sheriff

The City contracts for police services through the Palm Beach County Sheriff within the City limits.

Expenditures – Road and Street Facilities

Electricity-General

This amount is for electric service to the City's traffic signals.

Expenditures – Parks and Recreation

R&M-Parks

This amount is for costs to maintain the City's park facilities.

Reserves

Building-Future City Hall

Funds will be set aside over a 5-year period for the construction of a City Hall. This amount is the funding for the first year.

Budget Narratives

Special Revenue Fund (Housing Assistance Program)-Revenue

Housing Assistance Fee

A portion of the building permit fee for new construction will go toward funding the Housing Assistance Program.

Special Revenue Fund (Housing Assistance Program)-Expenditures

Assistance Program

This is the amount of funding available for homeowner assistance less an allowance of 7.5 % of funding for administrative expenditures.

Administration Fee

This is an allowance for administrative expenditures equal to 7.5% of available funding.

12A.

RESOLUTION 2018-18

A RESOLUTION OF THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, SETTING THE FIRST AND FINAL PUBLIC HEARINGS FOR THE CITY OF WESTLAKE PROPOSED MILLAGE RATE AND BUDGET FOR FISCAL YEAR 2018/2019; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Westlake, Palm Beach County, Florida, held a properly noticed public meeting on August 13, 2018, relating to the established the maximum ad valorem tax rate; and

WHEREAS, the TRIM process requires that the City of Westlake set the First Public Hearing no later than August 4, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City of Westlake, Palm Beach County, Florida, that:

SECTION 1. APPROVAL OF PUBLIC HEARING DATES The Public Hearings have been scheduled for September 10, 2018 and September 24, 2018 at 6:30 p.m. in the Westlake Community Center, 4005 Seminole Pratt Whitney Road, Westlake, FL 33470, which will not conflict with the School Board and County millage/budget hearings.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED and approved by the City Council of the City of Westlake, Florida, on this 13th day of August, 2018.

CITY OF WESTLAKE, FLORIDA

BY:

Roger Manning, Mayor

ATTEST:

Sandra Demarco, City Clerk

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

12B.

RESOLUTION 2018-19

A RESOLUTION OF THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE MAXIMUM AD VALOREM TAX RATE FOR CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, FOR FISCAL YEAR 2018/2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Westlake, Palm Beach County, Florida, held a properly noticed public meeting on August 13, 2018, relating to the establishment established the maximum ad valorem tax rate; and

WHEREAS, the gross taxable value of property within the City of Westlake, Palm Beach County, Florida, has been certified by the County Property Appraiser to the City of Westlake as \$ 48,564,617.

NOW, THEREFORE, BE IT RESOLVED by the City of Westlake, Palm Beach County, Florida, that:

SECTION 1. APPROVAL OF TENTATIVE MILLAGE RATE. The Fiscal Year 2018-2019 tentative operating millage rate shall be 5.125 mills, which is a 89.37 % increase from the rolled-back rate of 2.7064 mills.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED and approved by the City Council of the City of Westlake, Florida, on this 13th day of August 2018.

CITY OF WESTLAKE, FLORIDA

BY: _____
Roger Manning, Mayor

ATTEST:

Sandra Demarco, City Clerk

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

Thirteenth Order of Business



Date: August 8, 2018
To: Mayor and Council
Copy: Pam Booker, City Attorney
From: Ken Cassel, City Manager
Subject: IT Services

Memorandum

The purpose of this memorandum is to consolidate all the information regarding the various components of the Information Technologies that are and will be utilized by the City and its staff of consultants to provide services to the residents and developers.

As each of you know, we operate in a very unique government structure. This structure requires innovative processes, means and methods to accomplish the operation of the City's functions. The requirement for multiple entities to operate as one has been a significant challenge. At the same time this challenge has offered the opportunity to be innovative in the way all the entities interact. The challenge was to set up a system that allowed all the entities to work on a common platform while maintaining their individual companies' IT security.

With the rapid changes in technology and the ever-changing needs of the City we have chosen to utilize leased services, software and hardware. This allows the flexibility to expand or contract with the needs of the City and eliminates the significant capital outlay for computers, servers, IT specialist test, software and space. Additionally, The City and Seminole Improvement District must be able to access common data and information that both utilize to provide services. Therefore, instead of each entity having to set up its own IT infrastructure there will be one IT Infrastructure and each will pay its proportional share of the cost. The IT Infrastructure consists of the backbone IT infrastructure, phones, copiers, document management, permitting software, and GIS (maps, infrastructure, P&Z etc.).

Below are the different components of the IT infrastructure, their projected annual cost and pro-rata share to the two entities. All the prorated splits and percentages will be monitored and adjusted annually.

Component	Company Providing	Annual Cost	City Cost	SIDCost	Split
IT Infrastructure	AVATARA / Net One	\$ 57,060.00	\$ 39,942.00	\$ 17,118.00	66 / 33
Permitting Software	Blue Prince / Harris Computer Corp.	\$ 48,798.00	\$ 36,598.00	\$ 12,199.50	75 / 25
Copier / Document Management	Toshiba	\$ 28,800.00	\$ 23,040.00	\$ 5,760.00	80 / 20
GIS System	Florida Technical Consultants	\$ 54,000.00	\$ 37,800.00	\$ 16,200.00	58 / 42
Arc GIS On Line	ESRI	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	50 / 50
Total Projected Annual Cost		\$ 192,658.00	\$ 139,380.00	\$ 53,277.50	

The City Attorney and I have been in contact with the various providers regarding their contract service levels, data retention, data ownership, etc. At this time, the concerns of the City have been addressed.

The GIS system expense is an estimate based on projected number of hours needed to get the system up and maintained for the year. As we get into the process, anything we can do with staff, or if we find more efficient measures, the cost could come down. Florida Technical consultants is on multiple government contracts and provided the City the same pricing structure as those public bid contracts. Split based on current volumes and estimated future usage.

The Avatara cost will increase as the City grows and we add additional personnel to the system. Conversely, should there be a need to decrease the number of individuals with access, the fees are adjusted downward. Split based on number of users.

The Blue Prince contract for permitting remains constant and does not have a limit on the number of users. The staff has evaluated the software and is very pleased with the way it handles the processes and information. Split based on estimated percentage of permits utilization.

The Toshiba / Document Management (Docuware) contract is off a State bid and provides both a multifunction device and the document management software and document storage. Split based upon estimated percentage of usage.

We have had a conference call with all the vendors regarding how the system is proposed to operate and they all expressed the ability to make the various components work together in a satisfactory manner for the City and SID.

AVATARA, LLC. COMPLETECLOUD AGREEMENT

CompleteCloud Agreement ("Agreement") is made and entered into as of the ____ day of ____, 2018 ("Effective Date"), by and between Avatara, LLC., a Missouri limited liability company ("Avatara"), and City of Westlake, Florida ("Customer").

RECITALS

- A. Customer, among other things, desires to outsource certain information technology services for its business.
- B. Avatara, among other things, provides a package of information technology known as CompleteCloud.
- C. Customer desires to access CompleteCloud for the purpose of outsourcing certain information technology services and Avatara desires to permit Customer to access CompleteCloud for such purposes, all on and subject to the terms and conditions set forth within this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the parties hereto do hereby covenant and agree as follows:

1. **Access to CompleteCloud and Selected Services.** Subject to the terms and conditions of this Agreement and further defined in Schedule A Selected Services, Avatara agrees to make commercially reasonable efforts to (a) provide Customer with access to and use of CompleteCloud by means of an Internet or other connection, (b) install and maintain the Avatara Servers and host the Customer's software and Customer's data, and (c) provide support to such hosted environment.
2. **Customer Responsibilities.** In addition to other obligations set out in this Agreement, Customer agrees to (a) if applicable, permit Avatara's employees, contractors or agents to install, maintain and update on Customer's premises or by means of remote access any routers or related network hardware and/or software necessary for Avatara to provide the Selected Services, (b) comply with all rules, policies, guidelines and other requirements with respect to the Selected Services provided to Customer by Avatara, (c) comply with all federal, state, and local laws and regulations applicable to Customer's use of the Selected Services, (d) protect and not allow unauthorized use of Customer's administrator user name and password and/or the user names and passwords of authorized users, and (e) notify Avatara immediately if Customer becomes aware of any unauthorized use of the CompleteCloud.
3. **Confidential Information.**
 - 3.1 **Avatara Confidential Information.** means information which Avatara treats as confidential, in each instance whether written, oral or otherwise, whether or not patentable or copyrightable, that Avatara either marks in good faith as "Confidential" or otherwise informs Customer in writing (including, without limitation, by this Agreement) is confidential or that Customer should reasonably know is confidential. Specifically, but without limiting the generality of the foregoing, Avatara Confidential Information includes, all information concerning the operation of the CompleteCloud, this Agreement, any proposal, and Avatara's methodology, pricing and customer list. Notwithstanding the foregoing, Avatara Confidential Information does not include information that is (a) known by Customer at the time of receipt from Avatara, (b) approved in writing for release from this provision by Avatara, (c) now or which hereafter becomes part of the public domain through no action or omission of Avatara, (d) independently developed by Customer without access to or use of Confidential Information, or (e) acquired by Customer from a third

party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality.

3.2 Customer Confidential Information. means information which Customer treats as confidential, in each instance whether written, oral or otherwise, whether or not patentable or copyrightable, that Customer either marks in good faith as “Confidential” or otherwise informs Avatara in writing (including, without limitation, by this Agreement) is confidential or that Avatara should reasonably know is confidential. Notwithstanding the foregoing, Customer Confidential Information does not include information that is (a) known by Avatara at the time of receipt from Customer, (b) approved in writing for release from this provision by Customer, (c) now or which hereafter becomes part of the public domain through no action or omission of Avatara, (d) independently developed by Avatara without access to or use of Confidential Information, or (e) acquired by Avatara from a third party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality.

3.3 Confidentiality Agreement. Customer and Avatara mutually agrees forever (a) to keep confidential and not to disclose any and each parties Confidential Information, (b) to ensure that all employees and contractors keep confidential and do not disclose any and all Confidential Information, and (c) not to use any Confidential Information except for the purposes contemplated by this Agreement. Notwithstanding anything herein to the contrary, either party may make disclosures of Confidential Information required by court order provided each party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed Avatara to participate in the proceeding.

3.4 Use of Information by Avatara. Notwithstanding anything contained in this Agreement to the contrary, Avatara may (a) use and disclose to third parties aggregate statistics, totals, numbers of users, comparisons to averages, and similar information for Avatara’s marketing and internal purposes, (b) view, access and use reports generated by means of the Selected Services with respect to Customer’s network(s) for Avatara’s internal purposes, including, without limitation, to support the Selected Services and document performance levels, and (c) identify Customer as a customer of Avatara for marketing purposes.

4. Notices and Licenses. Customer agrees not to remove any copyright or other intellectual property right notices on or in the Selected Services and to comply with the terms of any license agreement for any Avatara Software used in connection with the Selected Services.

5. Intellectual Property. Avatara reserves all intellectual property and other proprietary rights in and to the CompleteCloud not specifically granted to Customer in this Agreement.

6. Warranties, Disclaimers and Limitation of Liability.

6.1 Avatara Warranties. Avatara warrants and represents that any hardware in connection with the Selected Services will be installed in a workmanlike manner consistent with commercial standards in the network installation industry and that the Avatara servers and site installed equipment will work appropriately to deliver the Selected Services.

6.2 Customer Warranties. Customer warrants and represents that (a) Customer has obtained all permissions, licenses and/or sublicenses necessary for Avatara to install and maintain the Customer Software and Customer’s data and to operate the Customer Software in connection with the Selected Services, (b) Avatara’s copying and/or use of the Customer Software and Customer’s data do not and will not in any way constitute an infringement or other violation of any copyright, trade secret, trade dress, trademark, patent, invention, mask work, proprietary information, nondisclosure and/or other right of any third party, and (c) the Customer Software and Customer’s data do not and will not contain any feature which would in any way impair the operation of the CompleteCloud or any of Avatara’s other software, other data, and/or hardware including, without limitation, (i) software locks, drop dead devices, back doors, time bombs, or other software routines which may disable a computer program automatically with the passage of time or under the positive control of a person other than Licensee, or (ii) any form of virus, a Trojan horse, worm or other software routines or hardware components which may permit unauthorized access or disable, erase, or otherwise harm software, hardware, or data.

6.3 Disclaimers. EXCEPT AS PROVIDED IN SECTION 6.1 ABOVE, AVATARA DOES NOT WARRANT (A) THE PERFORMANCE OR RESULTS CUSTOMER MAY OBTAIN BY USING THE SELECTED SERVICES, (B) THAT THE FUNCTIONS CONTAINED IN THE SELECTED SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, DEFECTS IN THE SELECTED SERVICES WILL BE CORRECTED, OR (C) THE OPERATION OF THE SELECTED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS PROVIDED IN SECTION 6.1 ABOVE, AVATARA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, COMPATIBILITY, RELIABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SELECTED SERVICES OR ANY PART OR ELEMENT THEREOF. EXCEPT AS PROVIDED IN SECTION 6.1 ABOVE, AVATARA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVATARA OR A REPRESENTATIVE OF AVATARA SHALL CREATE A WARRANTY.

6.4 Mutual Limitation of Liability. IN NO EVENT SHALL AVATARA OR CUSTOMER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE UTILITY SERVICES, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OR DIMINISHED PERFORMANCE OF CUSTOMER'S NETWORK, LOSS OF DATA OR DAMAGES ARISING DURING THE PERFORMANCE OF AVATARA'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF AVATARA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AVATARA'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO AVATARA BY CUSTOMER WITH RESPECT TO MONTHLY FEES FOR THE SELECTED SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIM FOR DAMAGES.

6.5 Mutual Indemnification. Customer hereby indemnifies and agrees to defend and hold Avatara and its officers, directors, agents, employees, affiliates and shareholders harmless from and against any and all damages, losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of Customer's breach of obligations under this Agreement or out of any action or claim brought by a third party alleging copyright, patent, service mark or trademark infringement or dilution or invasion of privacy/publicity in any materials relating to the reproduction, installation, operation maintenance or other use of the Customer Software and/or Customer's data in the manner contemplated by this Agreement.

Avatara hereby indemnifies and agrees to defend and hold Customer and its officers, directors, agents, employees, affiliates and shareholders harmless from and against any and all damages, losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of Avatara's breach of obligations under this Agreement or out of any action or claim brought by a third party alleging copyright, patent, service mark or trademark infringement or dilution or invasion of privacy/publicity in any materials relating to the reproduction, installation, operation maintenance or other use of the Customer Software and/or Customer's data in the manner contemplated by this Agreement.

7. Miscellaneous.

7.1 Assignment. This Agreement may not be assigned, transferred, pledged or hypothecated by Customer without the prior written consent of Avatara.

7.2 Force Majeure. Neither Avatara nor Customer shall be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, weather, terrorism, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing; provided, however, that in the case of an event of the type contemplated in this Section 7.2, Customer shall not be excused from paying amounts due with respect to the period prior to such event.

7.3 General. This Agreement, including Schedule A, supersedes and cancels all prior and contemporaneous Agreements, written or oral, between the parties hereto with respect to the subject matter hereof and constitutes the entire understanding between the parties with respect to the subject matter hereof, and no brochure, marketing material, promise or other representation not included in this written Agreement is part of the Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

7.4 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri, without regard to its conflict of laws rules. The parties hereby agree that any dispute that may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in St. Louis County, Missouri and they hereby submit to the exclusive jurisdiction of the courts of the State of Missouri located in St. Louis County, Missouri and/or the federal courts in the Eastern District of Missouri located in the City of St. Louis, Missouri, with respect to any action or legal proceeding commenced by any party and irrevocably waive any objection they now or hereafter may have respecting the venue of any action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth herein for each party or such other address as either party shall furnish in writing to the other.

7.5 Non-Solicitation. Neither party shall directly solicit the personnel of the other party, or the other party’s subcontractors, who are involved in the performance of this Agreement to undertake employment with such party, such party’s parent company, any subsidiary or affiliated company of such party, or any contractor of such party, during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, provided that a general advertisement of a job opening shall not be deemed to be a solicitation for employment under this Section 7.5.

7.6 Notices. Any notice given under this Agreement shall be written or sent by facsimile. Written notice shall be sent by certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service, which delivers to the noticed destination, and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to Avatara, LLC:

Rob McCormick
2329 Market St.
St. Louis, MO 63103

If to CUSTOMER:

Ken Cassel
4001 Seminole Pratt Whitney Rd
Westlake, FL 33470

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

AVATARA, LLC.

CUSTOMER

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

SCHEDULE A

SELECTED SERVICES

Personal Virtual Environment.

Each Customer user will be designated as a Standard, Terminal, Graphic, or Email/Account only users. Designation will be based on their application set.

The **Standard User** is engineered using a VDI desktop with an industry standard hypervisor. Each user has a dedicated Virtual Machine (VM) running an individual copy of Microsoft Windows, with dedicated memory and storage resources. Software and configuration may be individualized for the user. Access to the VDI desktop is through Avatara's connection manager with RDP as the underlying protocol.

The **Terminal User** is targeted toward light weight users who have a common task-based job. Users have engineered desktops on a Microsoft RD Server, with all users on the customer's terminal server having the same set of applications and sharing memory and storage resources at the Microsoft OS level with no hypervisor level separation. Maintenance activities must be performed on all users at the same time. Access to this desktop is through Avatara's connection manager with RDP as the underlying protocol.

The **Graphic User** is targeted toward heavy graphic application users, especially full-time drafters, using Autodesk or similar CAD products. Users are engineered on dedicated computer hardware with Autodesk certified graphics cards. This allows users of this platform to have a very high-end experience with no degradation from a traditional environment. Access to this desktop can utilize **RDP graphics protocol** or **Teradici graphics protocol** which uses a high bandwidth protocol which supports full motion graphics with no loss on the LAN.

The **Customer Computer User** is targeted towards situations where the computer cannot or should not be virtualized. Examples of this are Apple computers, computers specified by manufactures to drive Imaging Machines, CNC Machines, or other business processes that demand on-site computer resources. This user type may also be utilized to make use of new specially built CAD computers.

The **eMail/Account Only User** will be given an account on active directory and an email address which can be accessed via the web, shared or personal computers and/or mobile device.

Shared Users can be set up on CompleteCloud. Each users will have their own account/email, but can share a Standard or Graphic computer. Only one user can be logged on to the computer at a time. For each shared environment there will be one Standard or Graphic fee which will include one email/account, each additional user will be charged as a separate eMail/Account only user.

Users will either be provided a CompleteCloud Desktop Thin Client, CompleteCloud Laptop Thin Client, CompleteCloud Tablet or utilize a customer provided access device. Designated customer access devices will have management tools added to them to help facilitate the usage of CompleteCloud.

Thin Clients can be deployed as access devices provided with CompleteCloud. The CompleteCloud leverages Windows embedded Thin Clients that get mounted to the back of a monitor and include a keyboard, mouse, and sound bar. For various applications that require USB connections or require drivers to be installed on a local machine a **Thin Client Plus** is utilized. **Thin Client Plus** can be utilized as a hardware or software fix depending on the type of device needing to be connected. Example use case are check scanners, specialty scanners, survey devices, etc. USB devices that behave as storage devices (USB Flash drives or hard drives), mobile devices, or USB devices like keyboards and mice do not require a **Thin Client Plus**.

Customer Access Device can be utilized instead of a Thin Client. Typically this is the case when businesses have recently invested in new desktop computers, and would like to leverage those computers to access the CompleteCloud virtual desktop. Avatara offers an option to reload those computers with the access software used on CompleteCloud's Thin Clients, effectively converting those desktops to Thin Clients. The customer is responsible for any hardware failures in this model, and failed desktop units are replaced by CompleteCloud Thin Clients.

Corporate Virtual Server Environment.

CompleteCloud provides for a private corporate server plant to facilitate the usage of business line applications, email and file storage. Such virtual servers may include active directory, exchange server, file share server, and appropriate application server or database servers (SQL).

Storage.

Corporate Storage – File server storage for traditional business documents and files is unlimited

Graphic Storage – storage containing video, geospatial, or high resolution images require custom quote

Exchange Email Storage – mailbox storage of 100 GB per 25 users is included in per user fee. Additional Exchange storage requires custom quote.

Archival Email Storage – to optimize the performance of Microsoft Outlook and Microsoft Exchange policies are set to transition a portion of the email storage from Exchange to Archival on the File Server. Archival Email Storage is unlimited.

Archival with 7 year storage - Outsourced

Included Software.

CompleteCloud provides personal and corporate infrastructure software licenses including: Microsoft Desktop, Microsoft Office Pro, Skype for Business Basic (chat), Microsoft Exchange, Microsoft Active Directory and Fileshare, Microsoft SQL Server, Acrobat Reader, and current anti-spam and anti-malware software.

On-Site Equipment.

CompleteCloud provides customer site equipment including site firewall, switches and routers, wifi access points, and personal Thin Clients and monitor, keyboards, and mouse as selected by Customer.

Security.

CompleteCloud provides a private cloud infrastructure with enterprise level security measures in place. The system utilizes site and server firewalls, intrusion detection and system monitoring tools, current anti-spam and anti-malware software, and high level physical security including video surveillance, biometric access, and controlled key system for locked server cabinets.

Backup.

All customer data is backed up in a secondary data center. Databases such as SQL servers are backed up on a custom defined schedule per customer/application, and all file server backups happen nightly. Backups are retained for 30 days for operational recovery. Additional backup processes may be scheduled at an additional charge. Read-only backup archive is set up for free and unlimited.

Support.

CompleteCloud Support is provided via three service teams: User Support, Orders, and Projects.

User Support Team (Support) provides 24/7 US based support. All users have unlimited access to Support with no additional charge and no usage limit. The User Support Team should be utilized for existing technology that has stopped working such as virtual machines, software, file shares, access to printers, etc. Users can access Support via phone and email, whereas the Voice Preferred phone line is the preferred and prioritized method of communication during the hours of 7AM CST and 7PM CST. The Voice Preferred phone line goes directly into our Tier 1 and Tier 2 support teams for immediate response. Emails to Support and voicemails left with Support have a target response time of 30 minutes.

The User Support Team will also access Tier 3, Accounting, Field Tech and Account Management resources as needed to support the end user.

The Orders Team (Orders) is utilized to build out new users, change or remove users and implement/update new software under scheduled maintenance windows. Most order work is routine and completed after hours. Turnaround time on new users is 1-3 business days with no onsite hardware, and 3-5 business days if hardware needs to be shipped. Graphic servers and Remote servers have a 14 day lead time. Note Orders works on a batch schedule and does not provide target responses to users within 30 minutes, initial response will be provided within 24 hours. Any issue that must be handled in less than 24 hours should go through the User Support Team.

From time to time mid-long term projects will occur, which will be executed by our **Projects Team**. Examples of mid to long term projects would be the implementation of new servers for a new ERP system, or setting up a new

location with internet and onsite firewall, switches, Wi-Fi access points, and end user devices. These projects will require a standard statement of work and agreed upon completion time. Most projects are included in the CompleteCloud user fee. If projects are deemed out of scope or have an accelerated due date, Avatara reserves the right to charge for the project work. If Avatara charges for project work, such charges will be agreed to with Customer via a signed statement of work prior to the project kickoff.

Internet Connectivity.

Internet connectivity is scoped and priced prior to the execution of this agreement and such cost is included in the CompleteCloud user fee. Avatara will manage the Internet Service Provider and pay the bill for Customer. If changes or additions in internet connectivity occur within the initial contract period that significantly change the overall cost structure for Avatara, Avatara reserves the right to charge a pass through fee equivalent to the increase in cost for such change or addition. For example, a second site is opened for the customer with \$500 internet cost and additional onsite hardware, with no additional users or revenue to Avatara. Such internet cost would be passed through to the customer.

CompleteCloud utilizes a dedicated internet connection, and unless otherwise specified or approved does not recommend/allow sharing the same internet pipe with a VOIP phone system. This separation is an effort to maintain the highest quality of the Customer's computer platform and voice quality on their existing VOIP phone system. The cost of internet and management of third party provided VOIP phone systems is not included with the CompleteCloud service.

Minimum Fee.

CompleteCloud has a minimum monthly fee of \$3,190.00. At any point if the sum of Customers user fees falls below the minimum monthly fee, the minimum monthly fee will be charged.

Invoices and Payment.

On the 10th of the month prior to service a snapshot of current user count is made for Customer. Customer will be charged for the following month's service based on this snapshot. *For example, if on May 10th Customer has 50 users, and on May 11th they add their 51st user, Customer will be charged for 50 users in June. If on May 11th they remove a user to equate to 49 users, Customer will be charged for 50 users in June. These changes would be reflected on July's invoice.*

Customer will receive an invoice up to 10 days prior to the 1st of the month of service. Customer invoice is due upon receipt and payment must be received by the 15th of the month of service. *For example, invoice will be delivered for June services on or about May 20th. Such invoice would be late on June 15th.*

Payment not received by the 15th of the month of services are subject to a 3.5% late fee on all outstanding balance. If payment is not received the end of the month of service, support services may be suspended. If payment is not received by the 15th of the month after services, all CompleteCloud systems and services will be suspended until fees are received. *For example, fees not paid for June services by July 15th will result in access to the CompleteCloud system shut down until all past due fees are paid.*

Term.

The term of the agreement is 3 years, starting with the first month of live service on CompleteCloud platform.

Thereafter, the term of this Agreement shall be automatically renewed for successive terms of one (1) year each (each a "Renewal Term") unless terminated by either party at the end of the Initial Term or a Renewal Term by providing written notice thereof at least thirty (30) days before the scheduled expiration of, as applicable, the Initial Term or a Renewal Term, in which event such Initial Term or the Renewal Term shall expire on the last day of such Initial Term or Renewal Term. Upon renewal, the fee for such services shall be the fee set forth in the Pricing Schedule of this agreement unless the parties agree in writing to a different fee.

Early Termination.

This Agreement may be terminated by either party upon written notice to the other party in the event that the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party gives the other party written notice of such breach, and such termination shall be effective upon the date specified in such notice; provided, however, that the failure of Avatara to meet the performance levels set forth in this agreement shall not be considered a material breach unless such failure continues for a period two months out of three consecutive

months. Such notification of breach must be sent to all parties listed in 7.6 Notices. **Support emails or support calls do not classify as notification of breach.**

This agreement may be terminated for convenience with 30 day notice by customer. Such termination will evoke a termination penalty equal to the minimum monthly payment multiplied by the remaining months in the term of the Agreement. Customer agrees that this penalty is fair and reasonable since there is no breach of contract by Avatara and Avatara has extensive upfront costs that must be recaptured over the term of the contract.

Additionally, Avatara recognizes the importance of Customer's core business software. Avatara will provide hardware to the manufacture specifications to host customer's core business line software. If Avatara fails to provide a solution wherein the customer line of business software can operate according to the specifications of the software manufacture, the customer will not be required to go live on the service. At any point if Avatara is not providing the underlying manufacturer recommended hardware need to run the customer's core business line software and thus performance is impacted negatively, customer will provide notice of such deficiency and Avatara will have 30 days to cure. If no such cure is made by Avatara, Customer may terminate the agreement with no penalty with written notification and must provide a valid written explanation from the software manufacturer proving that the line of business software is malfunction or simply not working as a result of the Avatara infrastructure/solution. **Duties Upon Termination.**

Upon the expiration or earlier termination of this Agreement for any reason, (a) Customer shall (i) immediately cease using the Selected Services and return, remove or delete any Avatara Software in its possession, (ii) promptly pay any fees or other amounts due as of such termination within thirty (30) days after the date of invoice to Customer for such amounts, and (iii) immediately return any and all Avatara Confidential Information, and (b) Avatara shall (i) immediately return any and all Customer Confidential Information, (ii) promptly return Customer's data on a customer provided hard drive, such data will include file share, SQL database, and a PST of all Exchange email mailboxes, (iii) and provide a transfer code and existing DNS entries for any domain registered by Avatara.

CompleteCloud Managed Security

Customer may purchase CompleteCloud Managed Security as a bundle or each component of the bundle can be purchased a la carte.

CompleteCloud OpenDNS Umbrella – OpenDNS is a cloud-delivered web filtering and network security service that proactively protects users from advanced malware, botnets and phishing attacks.

Remote Multi-Factor Authentication – CompleteCloud Remote Multi-Factor Authentication (MFA) initiates the login process with confirmation of screen typed login and password with a cell phone call to confirm identity.

Alert Logic Cloud Defender – With the addition of Alert Logic Cloud Defender, the CompleteCloud infrastructure provides an additional layer of defense that comes with a 24x7 Security Operations Center (SOC) equipped with correlation engines housing Petabytes of data.

- Continuous Threat Research (Honey Pots)
- Network Threat Detection (Packet Monitoring)
- Log Archives
- Identification of New Attack Patterns
- Vulnerability Management (Recommendations)
- Certified Security Experts

Compliance Reporting – Customer will receive compliance reporting on a quarterly basis. The Compliance Reporting will also include a Third Party Intrusion Detection Analysis.

CompleteCloud Voice.

CompleteCloud Voice is delivered as a per-handset (instead of per user) subscription service. This service includes a dedicated T1 or other dedicated connectivity per Customer Site. It also includes a hosted PBX system, all voice telecom circuits, and can include Polycom HD voice SIP handsets or you can use existing IP phone handsets.

CompleteCloud Voice Environment:

- Dedicated T1 internet for phones at each site
- POE LAN Switches
- Polycom HD Voice SIP Handset or utilize your current VOIP phones
- Local numbers and number portability

- Full regulatory support – emergency services (e911), lawful intercept (CALEA compliant)

CompleteCloud Voice Key Features:

- Full auto-attendant, IVR (Interactive Voice Response), hunt groups and call queuing capabilities
- Personal DID numbers
- Extension-to-Extension Dialing
- Voicemail
- Voicemail to E-mail
- Advanced Call Forwarding, Call Waiting, Call Screening
- Caller ID
- Do Not Disturb
- Three-way Calling
- Video calls
- Personal and company eFax
- Allowed access with some soft clients for: PCs, Smart phones, Tablets

CompleteCloud Phone Options:

- Utilize current VOIP phones
- Basic Phone (Polycom VVX 201)
- Standard Phone (Polycom VVX 400)
- Executive Video Phone (Polycom VVX 600)
- Desktop Conference (Polycom Soundstation 5000)

Add On Products.

Customer may add on solutions to the base CompleteCloud platform. Below are the most current set of Add On Products, such list can change from time to time.

CompleteCloud FileCloud allows for Customer to securely share large files with external constituents including customers and partners. FileCloud also allows for access to files on local machines when not connected to CompleteCloud. FileCloud carries a 5 user minimum and will be charged as a lump sum to Customer monthly, not as a per user line item.

Netmail-Archive and Search/eDiscovery Netmail Search uses a Case Management Dashboard that lets them create, track, manage, and save multiple cases. Our eDiscovery tool, Netmail Search, includes advanced capabilities designed to allow users to find the right email quickly and easily, without having to employ complex query language.

Netmail-Federated Search Perform simultaneous searches across multiple repositories including network shares, OneDrive, SharePoint, Exchange and many more. Perform advanced eDiscovery searches on messages, attachments, audit files and others documents using guided navigation. Review search results in a single preview pane and export them quickly and easily.

Netmail-Enhanced Security (inbound and outbound mail) Netmail Secure is email security for administrators who want to spend less time managing email. With easy-to-apply policies for attachment blocking, content filtering, and outbound limits, Netmail Secure protects organizations from both targeted attacks and unknown threats. Netmail Secure also reduces end-user complexity by providing easy-to-use email encryption software. Outbound Content Filtering lets you quickly identify payment card data, debit and credit card numbers, Personally Identifiable Information (PII) and Protected Health Information (PHI) within email and email attachments. Several pre-defined dictionaries are also included with Netmail to help you quickly apply appropriate content filters.

Site Continuity Kit is a per site kit that can be acquired to help minimize downtime at a location due to hardware failure of onsite switches, VPN/Firewall, or internet outages. The Site Continuity Kit includes: Backup Switch, Backup VPN, and Backup Internet on a per site basis.

Pricing Schedule.

Note: The below listed table is approximate selection of product components. Actual initial invoice is based on final installed quantities and may vary from month to month during the term of this contract.

CompleteCloud	Quantity	Price Per User	Monthly Cost
CompleteCloud Standard with Thin Client		\$190.00	\$0.00
CompleteCloud Standard with Thin Client Plus		\$200.00	\$0.00
CompleteCloud Standard with Customer Access Device	24	\$165.00	\$3,960.00
CompleteCloud Graphics Teradici Protocol with Thin Client		\$270.00	\$0.00
CompleteCloud Graphics Teradici Protocol with Customer Device		\$260.00	\$0.00
CompleteCloud Graphics RDP Protocol with Thin Client		\$250.00	\$0.00
CompleteCloud Graphics RDP Protocol with Customer Access Device		\$230.00	\$0.00
Customer Supplied Graphics Computer		\$120.00	\$0.00
CompleteCloud Terminal Server with Thin Client		\$160.00	\$0.00
CompleteCloud Terminal Server with Customer Device		\$150.00	\$0.00
CompleteCloud Account and eMail only		\$15.00	\$0.00
Stand Alone Thin Client		\$100.00	\$0.00
Extra Avatara Provided Monitor with CompleteCloud		\$40.00	\$0.00

CompleteCloud Managed Security	Quantity	Price Per User	Monthly Cost
Managed Security – Bundle-Cisco Umbrella, MFA, Alert Logic, Compliance reporting (50 user minimum)		\$12.00	\$0.00
Managed Security - OpenDNS-Cisco Umbrella a al carte (50 user minimum)	50	\$3.00	\$150.00
Managed Security - Multi-Factor Authentication a al carte (50 user minimum)		\$5.00	\$0.00
Managed Security - Alert Logic a al carte (50 user minimum)		\$5.50	\$0.00
Managed Security - Compliance Reporting a al carte (50 user minimum)		\$3.50	\$0.00

CompleteCloud Add-On Products	Quantity	Price Per User/Site	Monthly Cost
Site Continuity Kit (per site)		\$250.00	\$0.00
FileCloud – Secure File Sharing (5 user minimum)	5	\$8.00	\$40.00
Netmail – Archive/Search (50 user minimum)		\$2.00	\$0.00
Netmail – Federated Search (50 user minimum)		\$3.00	\$0.00
Netmail – Security Enhancement (50 user minimum)		\$1.50	\$0.00

CompleteCloud Voice	Quantity	Price Per User	Monthly Cost
CompleteCloud Voice (PBX)	9	\$30.00	\$270.00
Voice Utilizing Current VOIP Phone		\$0.00	\$0.00
Voice Basic Phone (Polycom VVX 201)		\$5.00	\$0.00
Standard Phone (Polycom VVX 400)	9	\$15.00	\$135.00
Executive Video Phone (Polycom VVX 600)		\$25.00	\$0.00
Conference Phone (Polycom Soundstation 5000)		\$35.00	\$0.00
CompleteCloud Site Fee for Voice T-1 (per site)		\$250.00	\$0.00

Biscom – E-Fax First Line		\$89.00	\$0.00
Biscom – E-Fax Additional Lines		\$7.50	\$0.00
		1-Time Install/Migration Fee	\$2,400.00
		Total Monthly Cost	\$4,555.00

Service Level Agreements.

Service Availability

The CompleteCloud infrastructure provides service availability in line with the underlying technology. While the availability of a server based infrastructure is higher than a traditional on premise environment, some factors of the availability vary and/or are outside of the control of Avatara. The Service Level Agreement below is meant to provide a fair penalties in the case Avatara fails to meet the stated availability expectations.

Core Server Infrastructure

The core server plant in the data center provides the highest level of availability. The core server plant includes all servers other than your workstation nodes. Service credits would apply to the entire company.

Downtime (Monthly)	Credit
Over 1 hour	10% of monthly fee
Over 2 hours	25% of monthly fee
Over 4 hours	50% of monthly fee
Over 8 hours	100% of monthly fee

Workstation Node(s)

The Workstation Nodes and Graphic Stations provide the personal computers for the users. To provide the highest performance and comply with Microsoft licensing they are housed on a separate designated server. Workstation credits can be applied as a per user, partial company or entire company. Normal user issues and reboots do not apply to Workstation Node Downtime. A Complete failure of the workstation or workstation node must occur.

Downtime (Monthly)	Credit
Over 2 hour	10% of monthly fee
Over 4 hours	25% of monthly fee
Over 6 hours	50% of monthly fee
Over 8 hours	100% of monthly fee

Client Site LAN Infrastructure

The client site LAN equipment includes the VPN and Switches. This equipment is not housed in the data center, so Avatara cannot guarantee uptime due to power surges and other events that we cannot prevent. Our service levels will provide for new equipment to be built, configured and shipped to the Customer site within 8 hours of failure. Avatara will use the fastest delivery method available, but cannot guarantee service levels for FedEx, UPS, etc. Response Time credits will apply to the users at the site effected by the hardware outage. Client should have contingency plans in place to work at home or another location during the outage. All systems will be available via remote access.

Response Time (Equipment leaving Avatara)	Credit
Over 8 hours	25% of monthly fee
Over 12 hours	50% of monthly fee
Over 24 hours	100% of monthly fee

Software/Applications

Avatara cannot guarantee the availability of software provided as part of the CompleteCloud infrastructure, nor guarantee software hosted within the CompleteCloud infrastructure.

Telecommunications/Internet

Avatara cannot guarantee quality or uptime of internet or telecommunication services provides by external venders.

Failure to perform

If the performance standards set forth above are not met at the 100% credit level uptime for the entire company in any two out of three consecutive months the customer may terminate this agreement with 30 days' notice without liability.

CityView[®]

***BluePrince[®] 2.8 Community Development
Software***

Master Software and Services Agreement
For The City of Westlake, FL

June 1, 2018



BluePrince[®]

Software and Services for Community Development

Table of Contents

Master Software and Services Agreement Signature Page.....	3
Software License and Services Agreement	4
EXHIBIT A: Software and Services Pricing and Payment	10
EXHIBIT B: Description of Modules and Services	12
Program Products (Modules).....	12
One-Time Installation Services	14
Ongoing Services	14
EXHIBIT C: Professional Services Statement of Work	15
Definitions of Departments and Use.....	15
Implementation Consulting	15
On-Site Consulting	15
Data Import.....	16
QuickReports	16
EXHIBIT D: Support and Maintenance Services.....	17
Software Support Overview	17
Software Maintenance Overview	18
Software Support Restrictions	19
Software Maintenance Restrictions	19
Online Services Support and Maintenance.....	20
EXHIBIT E: Customer Obligations.....	21
EXHIBIT F: Project Methodology	23
Timeline	23
Timeline Estimation Chart	24
Project Methodology Details.....	25

Master Software and Services Agreement Signature Page

Effective as of the date that this agreement is last signed by either party (the "Effective Date").

Project Manager Contact Information

<p>N. Harris Computer Corporation 4464 Markham Street, Suite 1202 Victoria, BC V8Z 7X8</p> <p>Attention: <u> Ryan Frommel </u></p> <p>Telephone No: <u> 828-350-9950 x67210 </u></p> <p>Fax No: <u> n/a </u></p> <p>E-mail Address: <u> rfrommel@harriscomptuer.com </u></p>	<p>City of Westlake, FL 4001 Seminole Pratt Whitney Road Westlake, FL 33470</p> <p>Attention: <u> Ken Cassel </u></p> <p>Telephone No: <u> 561-530-5880 </u></p> <p>Fax No: _____</p> <p>E-mail Address: <u> kcassel@westlakegov.com </u></p>
--	---

This Master Software and Services Agreement sets forth the terms and conditions under which N. Harris Computer Corporation shall provide Software and Implementation Services described in this document.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

N. Harris Computer Corporation

City of Westlake, FL

By: _____
 (Signature)

By: _____
 (Signature)

Title: _____
 (Type or Print Position)

Title: _____
 (Type or Print Position)

Date: _____

Date: _____

Software License and Services Agreement

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of June 1, 2018 (the “**Effective Date**”), by and between N. Harris Computer Corporation, an Ontario based Corporation having its principal place of business located at 1 Antares Dr. Nepean, ON K2E 8C4 Canada (hereinafter “**Vendor**”), and The City of Westlake, FL, a city having its principal place of business located at 4001 Seminole Pratt Whitney Road, Westlake, FL 33470 (hereinafter “**Customer**”).

WHEREAS: (a) Vendor is in the business of licensing the Program Products (as defined in **Exhibit B**) for commercial use and providing associated professional services; and (b) Customer desires to license from Vendor and Vendor desires to license to the Customer, the Program Products, all upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement Use. The following Exhibits described below and attached to this Agreement shall be deemed an integral part of this Agreement:

- Exhibit “A” - Software and Services Pricing and Payment
- Exhibit “B” - Description of Modules and Services
- Exhibit “C” - Professional Services Statement of Work
- Exhibit “D” - Support and Maintenance Services.

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Exhibit, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

2. Grant of License. Subject to the terms and conditions of this Agreement, Vendor hereby grants to Customer a non-exclusive and non-transferable license to use the object code version of the computer software program(s) explicitly listed in **Exhibit A** as further described in **Exhibit B** (the “**Program Products**”) solely for its own internal use at Customer’s primary site. .

3. Limitation on the Use of the Program Products. Customer shall not: (a) sell, transfer, publish, disclose, display, sub-license, assign or otherwise make available the Program Products or any copies thereof to any third party; (b) reverse assemble, reverse compile, reverse engineer, translate or otherwise attempt to derive the source code from any part of the Program Products; (c) use the Program Products in any way for creating or designing any derivative works, including, without limitation, any competitive software package; (d) modify or create derivative works of the Program Products beyond the configuration and personalization allowed; (e) make any copies of the Program Products, related documentation or any part thereof; (f) remove any copyright, legal, restrictive or other proprietary rights notice contained on or included in the Program Products or any part thereof; (g) rent, lease, lend, distribute, transfer or use the Program Products for timesharing, service bureau use or host the Program Products for others to use, or otherwise use the Program Products for any purpose other than the Customer’s own internal business purposes; (h) sabotage the use of or purposefully alter the configuration of the program; or (i) install or use the Program Products at any site other than the primary Customer site. Customer agrees to secure and protect the Program Products and each part thereof in a manner consistent with the maintenance of the Vendor rights hereunder, and to take all necessary action to ensure that the Customer’s employees, officers, directors, agents, and consultants comply with the terms of this Agreement.

4. Services. Subject to the terms and conditions of this Agreement, during the Term Vendor agrees to use commercially reasonable efforts to provide the services described below and explicitly listed in **Exhibit A**:

a) **Implementation and Training Services.** Vendor shall provide Customer with the implementation and training services set forth in the Professional Services Statement of Work (“**SOW**”) attached hereto as **Exhibit C** (the “**Professional Services**”).

b) **Support and Maintenance Services.** Vendor shall provide Customer with the support and maintenance services described in **Exhibit D** (“**Support and Maintenance Services**”), as long as the Customer maintains continuous coverage for the Program Products via a Support and Maintenance Agreement with Vendor. Customer may be required to pay additional costs for Professional Services beyond the delinquent Support and Maintenance payments to renew a Support and Maintenance Agreement with Vendor after a lapse in continuous coverage for the Program Products.

5. Updates and New Releases. During the Term, Vendor shall provide Customer with all Updates (as defined below) to the Program Products explicitly listed in **Exhibit A**, provided these Program Products are under Warranty or are included with the Support and Maintenance Services. Vendor shall not be obligated to provide Customer with any Upgrades (as defined below), unless Customer purchases these Upgrades at additional cost. An “**Update**” means a minor release of the Program Products which includes minor published modifications related to a bug fix or error correction [or minor additional functionality]. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2). An “**Upgrade**” means a major release of the Program Products which is a complete new published version of the Program Product or a new module that [significantly] modifies, revises or alters the Program Product and adds features, functionality or enhancement to such Program Product. An Upgrade is designated by a change in the number to the left of the decimal in the version number (for example, a change from 1.X to 2.X).

6. Pricing and Payment. Customer agrees to pay Vendor the license fees, professional services fees and maintenance and support fees set out in **Exhibit A** in accordance with the payment terms specified in Exhibit A. All fees are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property, sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Vendor’s net income).

7. Term. The term of this Agreement shall commence on the Effective Date and continue for twelve (12) months thereafter (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew for successive 12-month terms (each a “**Renewal Term**”) unless either party delivers written notice of nonrenewal to the other party no less than 90 days prior to the end of the then-current term. The Initial Term and a Renewal Term shall collectively be referred to as the “**Term**”.

8. Termination.

a) **Right to Terminate.** This Agreement may be terminated as follows:

(i) Each party may terminate this Agreement effective upon written notice to that effect if the other party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice thereof;

(ii) Either party may terminate this Agreement effective immediately upon written notice to the other party if (A) the business of the other party is terminated or suspended; (B) the other party becomes the subject of any proceeding under bankruptcy, insolvency or liquidation law, whether voluntary or involuntary, which is not resolved favorably to such party within ninety (90) days of commencement thereof; (C) a receiver is appointed in respect of the whole or a substantial part of the other party’s assets; or (v) if any assignment is made of the other party’s business for the benefit of its creditors or the other party becomes insolvent;

(iii) By Vendor effective immediately upon written notice to that effect if Customer breaches its obligations of confidentiality, any term of Section 2 or any other intellectual property right of Vendor.

b) **Effect of Termination.** Upon termination of this Agreement for the reasons set forth in Section 8(a) above, the license rights granted in this Agreement shall terminate and the Customer shall immediately cease using the Program Products and return to Vendor the Program Products, any copies thereof, and all diskettes, CD-ROMs, DVDs, object codes, operating instructions, operating manuals and documentation related to the Program Products. In addition to any other rights or remedies Vendor may have, upon termination of this Agreement, the Customer acknowledges and agrees that Vendor may terminate Customer's access and use of the Program Products via electronic means. The termination of the Agreement shall be in addition to and not in limitation of any other rights or remedies to which either party is or may be entitled. Termination of this Agreement, for any reason other than termination for Vendor material breach of this Agreement, shall not relieve Customer of liability for payment of sums due or to become due to Vendor hereunder. The provisions and covenants contained in Sections 9, 10, 12, 13, 14, and 15 shall survive and shall not be affected by the termination for any reason of this Agreement.

9. Ownership of Intellectual Property. The Program Products, all applicable rights to patents, copyrights, trademarks, and trade secrets in the Program Products, any enhancements or modifications to the Program Products, and all copies of any of the foregoing are and shall remain the sole and exclusive property of Vendor, and all title thereto shall remain with Vendor. In addition, Vendor shall be the sole and exclusive owner of all copyrights, patents, trade secrets, trademarks, and other proprietary rights, in all reports, analyses, letters, memoranda, documentation, know-how, techniques, lists, information, and materials developed by Vendor in the course of performing the Professional Services under the SOW ("**Work Product**") or previously developed or acquired by Vendor and that are used in connection with the performance of Professional Services under the SOW ("**Pre-existing Work**"). Should any rule of law or court of competent jurisdiction provide or declare that any Work Product or Pre-existing Work should not be owned by Vendor, Customer hereby expressly agrees that it shall assign all rights in and to any such Work Product and Preexisting Work to Vendor. Upon receipt in full of all payments required under this Agreement, Vendor hereby grants Customer, for Customer's own benefit, a non-exclusive, non-transferable license to use during the Term all Work Product delivered to Customer by Vendor.

10. Data Management. Customer agrees that (a) Vendor hosts a separate and complete copy of the data contained in the BluePrince database; (b) Vendor may use the data for commercial purposes; and (c) Vendor shall have all rights to all of the fees it collects pursuant to the services described above. Customer represents and warrants to Vendor that it has obtained all relevant consents necessary for Vendor to have a copy of and to use the data it has received (including for any data that is personally identifiable information) in the manner contemplated by the parties in this Agreement. Customer acknowledges that if this Agreement is terminated for any reason, Vendor shall have the right to erase, destroy and no longer maintain any data received under this Agreement. Customer further acknowledges and agrees that (i) Vendor is not backing up Customer's data, (ii) Customer is not in any way relying on Vendor to backup the data for any reason whatsoever; and (iii) Customer is solely responsible for the backing up and integrity of ~~its~~ all its data.

11. Certain Responsibilities of Customer. The Customer shall be exclusively responsible for the supervision, management, and control of its use of the Program Products, including, but not limited to: (a) ensuring proper machine configuration, program installation, audit controls, password protection, and operating methods; (b) establishing adequate backup plans, based on alternate procedures, in the event of a licensed program malfunction; (c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction; (d) maintaining a dedicated Internet connection; and (e) provide Vendor full access to the BluePrince database for the purposes of software support, backup, and hosting of the online services available through the Citizen Access Portal. It is understood that it shall be the Customer's responsibility to enter into the Customer's system the data necessary for the operation of Program Products and to ensure the accuracy of all data and to update and monitor the accuracy of the Program Products. Customer's failure to

provide sufficient oversight to the use of the Program Products, which results in Vendor staff intervention, shall be subject to support charges at the rate of \$165/hour.

12. Indemnification.

a) **Indemnification for Intellectual Property Infringement.** Vendor agrees to defend Customer and its officers, agents, and employees from and against any claim, suit, demand, or action alleging that the Program Products or any component thereof infringe a United States patent, copyright, trademark, or trade secret, and shall pay the costs and expenses (including reasonable legal fees) finally awarded by a court of competent jurisdiction or agreed to in a settlement provided that (i) Customer gives Vendor prompt written notice of any such claim and full opportunity to defend the same; (ii) Customer has not made any admissions or entered into any settlement without Vendor's prior written consent; (iii) Vendor has sole control of the defense of any such claim and all settlement negotiations; (iv) Customer provides reasonable assistance and information to Vendor; and (v) the claim does not arise from any of the circumstances set out in Section 12(b).

(b) In addition, if a temporary or a final injunction is obtained against Customer's use of the Program Products or any component thereof by reason of infringement of a United States patent, copyright, trademark, or trade secret, Vendor shall, at its option and expense, either: (i) procure for Customer the right to continue to use the Program Products or such component or (ii) replace or modify for Customer the Program Products or such component so that it no longer infringes such rights, so long as the utility or performance of the Program Products is not materially impaired and the Program Products continue to conform to their applicable specifications and / or documentation in all substantial respects. If Vendor is unable to provide either of the remedies described in clause (i) or (ii), then Customer shall have the option to terminate this Agreement. Notwithstanding the foregoing, Vendor shall have no liability to Customer for any infringement action that is based upon or arises out of (A) Customer's negligence or misuse of the Program Products, (B) Customer modification or other change of the Program Products, other than changes made or authorized by Vendor, (C) the combination, integration or use of the Program Products with any other system, equipment, hardware, or software, (D) failure or breakdowns of any third-party hardware or software, (E) failure of Customer to install any update to the Program Products provided by Vendor; (F) compliance with the Customer's written instructions or specifications; or (G) use of the Program Products after notice from Vendor that it should cease due to possible infringement.

This Section 12 constitutes the entire liability of Vendor, and Customer's sole and exclusive remedy with respect to, any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property rights.

13. Limited Warranty and Disclaimer.

(a) Vendor warrants that for a period of ~~60-90~~ days after the Program Products have been installed [in production](#), the Program Products shall operate in all material respects with the Vendor's then current specifications for the Program Products. If Vendor breaches the foregoing warranty and Customer promptly notifies Vendor in writing of the nature of the breach, Vendor shall make commercially reasonable efforts to promptly repair or replace the non-conforming Program Products without charge. Vendor shall have no liability under this Agreement for the failure of the Program Products to conform with the warranty in this Section 13 if such failure is the result of (a) Customer's negligence or misuse of the Program Products, (b) Customer's modification or other change of the Program Products, other than changes made or authorized by Vendor, (c) the failure of data supplied by Customer to conform to the applicable formats of Vendor, (d) failure or breakdowns of any third-party hardware or software, or (e) the combination of the Program Products with any other system, equipment, hardware, or software. This is Customer's sole and exclusive remedy for breach of the warranty

in this Section 13.

- (b) TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 13(A), THE PROGRAM PRODUCTS ARE LICENSED AND ALL OTHER MATERIALS, MAINTENANCE AND SUPPORT SERVICES, PROFESSIONAL SERVICES AND OTHER SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

VENDOR, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE PROGRAM PRODUCTS AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE LICENSEE ASSUMES SOLE RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE THE LICENSEE'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE.

VENDOR DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM PRODUCTS SHALL OPERATE ERROR FREE, ~~THAT IT SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS,~~ OR THAT ALL ERRORS OR DEFECTS IN THE PROGRAM PRODUCTS CAN BE FOUND OR CORRECTED.

- (c) NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON VENDOR UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF VENDOR.

14. Limitation on Liability and Damages. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, VENDOR, ITS OFFICERS, DIRECTORS AND EMPLOYEES SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO FOR LOSS PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH LOSS OR DAMAGE IS FORESEEABLE. CUSTOMER AGREES THAT VENDOR'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED THE LICENSE FEES ACTUALLY PAID BY CUSTOMER TO VENDOR UNDER THIS AGREEMENT.

15. Confidentiality.

(a) "**Confidential Information**" means the Program Products and all information or material that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its

written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other

party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction.

(b) The parties acknowledge that it may receive Confidential Information from the other party or otherwise in connection with this Agreement. Each of the parties agree:

1. to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
2. not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
3. not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;
4. not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
5. to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

16. Miscellaneous.

a) Relationship of the Parties. Vendor and Customer are independent entities engaged in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent or employee of the other party for any purposes whatsoever. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

b) Entire Agreement. This Agreement (including the **Exhibits** attached hereto) shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all previous or contemporaneous agreements and understandings relating to the subject matter hereof, whether oral or in writing. This Agreement cannot be amended or modified except by a subsequent written agreement executed by duly authorized representatives of both parties. No provisions in any purchase orders or in any other documentation employed by Customer in connection with this Agreement will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted.

c) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall

nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

d) No Waiver; Remedies Cumulative. No failure or delay on the part of any party in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any provision of this Agreement, nor shall any single or partial waiver of any breach of any provision of this Agreement constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

e) Counterparts. This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

f) Trial by Jury. The parties hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Vendor in connection therewith or contemplated thereby.

g) Assignment. Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

h) Notice. Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
4464 Markham Street, Suite 1202
Victoria, BC V8Z 7X8
Attn: Sean Higgins

and in the case of the Customer, to:

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

Attn: Ken Cassel

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 16.

(i) Mediation. Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(j) Governing Law. This Agreement shall be governed by the laws of the State of Florida and the federal laws of United States applicable therein. ~~This Agreement excludes any applicable Uniform Commercial Code. This Agreement excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG), and any legislation implementing such Convention, if otherwise applicable.~~

(k) Further Assurances. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

(l) Allocation of Risk. Customer acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Customer and Vendor and set forth an allocation of risk reflected in the fees and payments due hereunder.

EXHIBIT A: Software and Services Pricing and Payment

The prices for the offer below shall remain valid for 90 days **from the date of the proposal**. Target and Deadline dates for critical project milestones have been established to achieve an efficient date of completion. Target dates may be adjusted throughout the project as long as the Deadline dates are achieved.

BluePrince 2.8 Implementation for the City of Westlake, FL

Critical Project Milestones	Target	Deadline
Contract Execution	TBD	TBD
Kickoff	TBD	TBD
Requirements Complete	TBD	TBD
UAT Complete	TBD	TBD
Go Live Date	TBD	TBD

PROGRAM PRODUCTS FEE TABLE	TOTAL
One- Time License Fees	
BluePrince Core 2.8 (to be configured for MySQL environment)	\$6,000
Building Permits and Inspections Module	\$5,000
Planning and Zoning Module	\$3,000
Code Enforcement Module	\$3,000
Contractor Bundle	\$1,500
Existing CC Integration (Vendor TBD)	\$1,500
Bluebeam Revu eXtreme (2) Licenses	\$1,198

Professional Services Fees	
Implementation / Consulting / Programming Hours (80 hours) ¹	\$13,200
Project Management <u>(16 Hours)</u>	\$2,640
2 day(s) Onsite Training (16 hours) ^{2,3}	\$3,000

Total Amount Due	\$40,038
-------------------------	-----------------

Recurring Costs	
Annual Support and Maintenance , Initial Term (12) months ^{4,5,6}	\$7,000
Contractor Bundle Functional Support (<i>Selected</i>)	\$1,500
Bluebeam Revu eXtreme Annual Maintenance & Support ⁷	\$298

1. Additional implementation/consulting/programming hours beyond the (80 hours) included may be billed at a rate of \$165 per hour.

2. Unless on-site days are specified, implementation and training services are provided remotely. Additional on-site days may be purchased at a cost of \$1,500 per day plus travel expenses.

The Organization shall reimburse Harris for (1) its direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$75.00 per hour; (3) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and

3. -documentation copying or production. Would only apply if the customer opted for onsite training days.
4. Initial support and maintenance term would commence upon execution of the contract, and would be due within 30 days of contract execution
5. Annual support and maintenance is recalculated on a yearly basis.
6. Basic Contractor Bundle Technical Support provides support for your staff only, and excludes direct support for your contractors. Full functional support for the Contractor Bundle includes the above mentioned technical support, and additional support directly to your contractors.
7. All Bluebeam pricing is valid for 30 days from the date of the proposal.

Project Scope. The Customer agrees that the offer includes a complete list of software modules and Professional Services for this project. Customer also agrees that the deadlines for the Critical Project Milestones listed above will be maintained as “No Later Than” dates and will make every commercially reasonable effort to achieve these milestones. The Project Methodology defined within **Exhibit E** will be utilized to manage changes to target milestones and Change Orders will be issued for any modifications of the deadlines.

1. Payment Terms. ~~The customer agrees that all invoices are due within 30 days of the date of the invoice. One Hundred percent (100% or \$21,198) of the above “One-Time License Fees” are due within 30 days of executing this Agreement. An invoice for the initial support & maintenance term will be generated on the effective date due within 30 days of executing this Agreement. The remaining Professional Service Fees will be billed according to the payment milestones in the table below. An invoice for the annual support and maintenance fees will be generated on a yearly basis at least 90 days prior to the end of the yearly renewal date.~~

<u>Payment Milestone</u>	<u>Deliverable</u>	<u>Target Date</u>	<u>Amount Invoiced</u>
<u>Project Kickoff</u>	<u><i>The Project Kick-Off will be a call with all project managers to review configuration work sheets and project timeline</i></u>	<u>TBD</u>	<u>\$4,710</u>
<u>Scope Delivery</u>	<u><i>Completed Configuration Worksheets</i></u>	<u>TBD</u>	<u>\$4,710</u>
<u>Requirements complete</u>	<u><i>Final round of configuration has been delivered for testing</i></u>	<u>TBD</u>	<u>\$4,710</u>
<u>User Acceptance Testing complete, scheduling of go-live</u>	<u><i>Configuration Testing is complete and a go live date has been scheduled</i></u>	<u>TBD</u>	<u>\$4,710</u>

~~1. **Payment Terms.** The customer agrees that all invoices are due within 30 days of the date of the invoice. One Hundred percent (100% or \$40,038.00) of the above “Total Amount Due” is due within 30 days of executing this Agreement. An invoice for the annual support and maintenance fees for subsequent terms shall be generated at least 30 days prior to the end of the Initial Term.~~

2. Support and Maintenance Term. The initial Support and Maintenance period begins on the Effective Date. Subsequent Support and Maintenance periods are for one full year and renew annually. The rates quoted for Support and Maintenance Services only apply for continuous coverage of the Customer’s installation from Vendor.

3. Payment for Annual Recurring Costs after Initial Term. In order to avoid a lapse in services or coverage, the payment for Annual Recurring Costs shall be invoiced annually prior to expiration of services. Annual Recurring Costs are recalculated annually.

4. Change Orders. This quote is based on the scope outlined in **Exhibit A**. Any adjustments must be documented via a written Change Order which is signed by both parties. The Target Dates for any project milestone may be adjusted by mutual agreement as long as the associated Deadline is maintained. Adjustments to Deadline dates require a Change Order signed by both parties. If delays outside the control of Vendor are experienced with this project causing Deadline Date(s) to be significantly delayed, charges may be incurred to extend the duration of the project.

5. Late Fees. Vendor shall invoice Customer for all amounts due under this Agreement. All invoices are due within 30 days of the invoice date. With respect to any invoice not paid in full within 10 days of the due date set forth in the invoice, Customer shall pay Vendor a late fee calculated as 5% of all past due amounts. ~~If the invoice remains unpaid for over 30 days, the Customer shall pay Vendor an increased late fee of 10% of all past due amounts. In addition, if~~ Customer fails to pay any undisputed amount that is past due for over thirty (30) days after notice from Vendor, then

Customer acknowledges and agrees that Vendor may terminate Customer's access and use of the Program Products via electronic means.

EXHIBIT B: Description of Modules and Services

NOTE: Exhibit A identifies the Modules and Services included in this Agreement.

Program Products (Modules)

BluePrince 2.8 Program Products available for License are defined below. These are purchased separately and may not be provided as part of this Agreement. The Modules purchased in this Agreement are outlined in **Exhibit A**.

1. BluePrince 2.8 Core Features: The BluePrince 2.8 system provides enhanced project management components which allow a Customer to manage all planning and development activity. During development, projects need to be managed across several departments, and BluePrince is designed to facilitate the flow of required approvals and tasks. Users across municipal departments are authorized to perform different tasks (e.g., approvals, assess fees, send notification letters).

Maintenance and General Administration: BluePrince runs an extremely flexible nightly maintenance routine, and also monitors input and changes during the day. BluePrince notifies users about upcoming events, such as approvals that are due, inspections that are scheduled, and permits that are about to expire. As part of this general administration, users may import simple data records from CSV files to create or update property or contractor information.

Information Access: BluePrince 2.8 allows users to search for any object (e.g., permit, project, person, inspection, property) by almost any field (e.g., permit number, permit type, invoice number, first name, address). BluePrince 2.8 uses a fully relational database; data is entered once and only once. BluePrince 2.8 enforces data integrity safeguards, including controlled data access, regular data backup, and a user interface carefully designed to eliminate data entry errors.

Accounting and Fees: BluePrince 2.8 is equipped to handle unique fee schedules, including mandatory and optional fees. Multiple special fees can be added. BluePrince 2.8 supports an unlimited number of accounting codes/fee categories assigned to fees. BluePrince 2.8 also allows users to void fees, waive fees, adjust fees, defer fees, and accept partial payments. External customers of the Customer can establish escrow (pre-paid, draw-down) accounts for automatic payment of fees. Accounting is integrated throughout BluePrince 2.8.

Custom Fields and Templates: BluePrince 2.8 includes supplementary tools that customize a Customer's software and keep it running smoothly. The BluePrince 2.8 form designer tool allows users to customize the layout and contents of all forms within the system quickly and easily. BluePrince's customizable fields allow for short text, long text, numerical, currency, date, time, dropdown, multiselect, and multi-select with comment field types. Customers can add an unlimited number of custom fields to their BluePrince 2.8 installation. Additionally, BluePrince 2.8 contains a running comment and note log on which any authorized user can add a comment.

Reporting: The BluePrince 2.8 software is installed with a local reporting solution, BlueReport, which contains several standard reports and an easy-to-use report wizard that enables Customers to create their own custom reports. For many departments the standard reports are sufficient, but the freedom to build their own reports is essential for some communities. BlueReport is easy to use and quickly produces reports that can be exported to Excel, other spreadsheet and database applications, text format, and PDF. QuickReports are web-based reports which can be accessed anywhere, anytime. This reporting solution has a set of common reports. QuickReports also offers report scheduling and a department executive dashboard. The executive dashboard allows officials to quickly view permits issued by type, which subdivisions are most active, the week's top fee categories, and the number of inspections performed. If the standard QuickReports and capabilities of BlueReport are not sufficient, Customers may define and purchase Custom QuickReports to meet their needs.

2. Building Permitting and Inspections: BluePrince 2.8 Building Permitting and Inspections provide outstanding support for creating and managing building permits, assigning and scheduling building inspections, and related activities. These capabilities easily adjust to meet the Customers' requirements – for example, users can design and customize as many different building permits, inspections, and fees as they desire. Users can increase speed and improve data accuracy and consistency by identifying which fields are relevant to a given project, as well as providing pre-configured options from which to select. BluePrince 2.8 projects allow multiple building permits involving multiple building permit types to be assigned, with no need to enter in any information twice — each building permit form is pre-filled with all of the project's information. Customers can track all of the business rules within their building permitting and inspection department. BluePrince 2.8 building permit types use templates to automatically generate documents that can be sent electronically via e-mail / fax, or printed. All steps in the building permit and project process are accessible at any point for reporting, printing, and archival needs.

Wireless Inspections: BluePrince's wireless inspection features allow building and other inspectors to conduct all of their necessary business wirelessly. Inspectors can see a list of their inspections, enter results, create new inspections, search the BluePrince 2.8 database, enter notes into the BluePrince 2.8 database, and send quick messages back to the office. Inspectors can use web-enabled mobile devices, including most cell phones and laptops. If the inspector's device supports printing, the inspector can print and leave inspection results on site. BluePrince 2.8 also allows inspectors to capture, store, and associate digital photographs with their results

3. Contractor Bundle: BluePrince 2.8 provides an online portal that allows Customer contractors to manage their permit and inspection needs 24 hours a day, seven days a week. Each Customer can enable and disable capabilities available to users of the portal. This service assists the Customer to expand and improve customer services. In addition, it increases departmental efficiency by reducing foot traffic and telephone inquiries. Contractor Access provides the end customers of each jurisdiction a personalized Project Page, from which they can request projects, request related permits, track submitted plans and projects, manage plan reviews, approvals, and inspections. Project workflow processes are automatically followed within the portal, so that projects initiated in person at the department follow the same path as those started online, including checking contractor license status. Customers can submit multiple permit requests on a single property or requests for a single permit type on multiple properties without having to enter in any duplicate information. Portal customers can view and manage projects, permits, and inspections by project number, permit number, inspection number, address, applicant, contractor, owner, and other fields. In addition, authorized users can request, cancel, and view the status and results of inspections. When requesting inspections, if the relevant Customer has allowed, customers can specify the date and time at which they would like their inspection. BluePrince 2.8 also supports online payments for Customer invoices. Contractors can easily pay invoices from their personal Project Page through a secure PayPal portal, allowing the use of credit card entry directly to PayPal. For a monthly fee, Contractors and other customers may begin using the Citizen Access Portal at www.buildingdepartment.com after they create an account and choose the level of features desired.

4. Planning and Zoning: The Planning and Zoning allows the Customer's departments involved with development to manage and interact. Users can issue zoning permits, handle zoning relief permits, log variances, handle checklists, and adapt to Customer-customized work flows for each project type.

5. Code Enforcement: Jurisdictions can create and manage code enforcement events including, but not limited to, property maintenance and zoning violations, letters, inspections, and fees. Action items are initiated when a case is created.

One-Time Installation Services

Vendor has the following one-time BluePrince 2.8 installation services available for purchase. **Exhibit A** identifies the Services included in this Agreement.

- 1. Solution Implementation:** The Vendor staff shall provide off-site installation, configuration, and training, as described in detail in the Professional Services Statement of Work (**Exhibit C**).
- 2. Data Conversion and Importation:** The Vendor staff shall take existing data from the source(s) listed in **Exhibit C**, convert the data and import it for use in BluePrince.
- 3. Training:** The Vendor staff provides training for all modules and services through advanced online training techniques, telephone calls, and on-site implementation and / or training support as described in **Exhibit C**.

Ongoing Services

Vendor has Support and Maintenance Services as defined in **Exhibit D** available for purchase. **Exhibit A** defines the Services included in this Agreement. Customers purchasing Support and Maintenance Services also have the opportunity to purchase additional software and professional services unavailable to other customers.

EXHIBIT C: Professional Services Statement of Work

This section describes the anticipated scope of the project, as defined in **Exhibit A**. As the implementation progresses, any additional items that are not included in this section shall require a change order for additional software modules or professional services, as applicable.

Definitions of Departments and Use

1. **Use Definitions:** The Customer Departments that may be impacted by this project are identified in **Exhibit A**. For each Customer department, the potential usage of BluePrince will be identified. This information is used to plan the installation, configuration, training, and User Acceptance testing required during Implementation. The anticipated size of each impacted user group will also be estimated.
2. **Finance / Accounting Usage Description:** If the BluePrince Accounting and Fee capabilities are going to be utilized, it is critical that the Vendor Implementation Team understand how the accounting data collected by BluePrince shall be identified, accumulated, reported to and reviewed by members of the Financial and Accounting departments so that these aspects can be included in the Configuration and User Acceptance Test Planning.
3. **Database Platform:** Unless noted in **Exhibit A**, BluePrince shall be installed using MySQL.

Implementation Consulting

1. **Consulting Hours:** The estimated number of implementation and training consulting hours for this project is based on the original scope of this project. These hours may be spent in a variety of project related activities, as documented in **Exhibit F**. Customer will not be charged for any additional consulting hours without agreement through a Change Order.
2. **Configuration Assistance and Product Training:** Configuration assistance and training are conducted over the phone or in a WebEx Meeting setting, unless on-site days are listed in **Exhibit A**. On-site visits for configuration or training may be purchased by the Customer. See **Exhibit A** for a complete list of modules that shall be configured and trained.
3. **Additional Hours:** If additional hours are required based on changes in the scope of the project or scheduling outside the control of Vendor, a change order shall be issued and if executed, additional implementation consulting shall be billed at the rate of \$165/hour. This mechanism is only used if the scope or scheduling for the project prevents Vendor from completing the implementation within a reasonable timeframe for reasons outside the Vendor control.

On-Site Consulting

The Number of Days On-Site is identified in **Exhibit A**. If on-site days are included, a Vendor engineer shall make a site visit to the Customer after Go-Live. During this visit, additional training and support for the Go-Live service launch shall be provided, depending on the specific needs of the customer. The Go-Live travel date shall be arranged to best suit the needs of the on-site visit.

Data Import

Part of the Core set of capabilities for BluePrince enables users to import simple records from .CSV files containing property or contractor data. When this tool is not sufficient, Customers may need to purchase Professional Services identified in **Exhibit A** to convert and import Legacy Data into BluePrince. If included, the legacy data to be imported is defined in this section.

Customer has elected not to import legacy data.

QuickReports

Customers can access a suite of standard reports through QuickReports and the capabilities of BlueReport. Additional reporting may be requested via a Change Order during or after the Implementation Project. The delivery timeframe and any charges will be defined as part of the Change Order.

EXHIBIT D: Support and Maintenance Services

Vendor shall provide Support and Maintenance Services during the Term of this Agreement for the Program Products listed in **Exhibit A** integrated by the Vendor Team and shall include the accompanying online services. The descriptions of Support and Maintenance Services are listed in the sections below.

Software Support Overview

As part of this Support, the Customer is entitled to the following services:

1. Support Specifics

- a. Vendor shall use commercially reasonable efforts to provide E-mail support via trouble ticketing system and unlimited telephone answering service with a response time of two business hours (Mon - Fri, 8am - 5pm Eastern Time).
- b. Full shared screen support enabling support engineers to remotely see the Customer's computer screen and execute commands when needed.
- c. The opportunity to purchase:
 - i) Customized training programs
 - ii) BluePrince optimization consultations
 - iii) Custom programming (System/Database interface, Data Export, Reporting)

2. System Defect Classifications – Reported problems are categorized as follows:

- a. **Blocker** – System failure that halts business operations. This failure is due to a BluePrince software failure and is not related to hardware, network, or other infrastructure difficulties. No workaround exists.
- b. **Critical** – Component failure. One or more pieces of the BluePrince software suite does not work as intended and no workaround exists. In this case, core functionality remains, but the system is not fully operable. Web services might not function, for example.
- c. **Major** – Failure or defect that may impede but does not prevent business operations and for which a workaround exists.
- d. **Minor** – Defect such as a misspelling or an incorrect link is encountered. Full or usable functionality remains.
- e. **Enhancement** – Request for development that shall improve functionality or usability.

3. Response Goals and Documentation

- a. **Response goals** for all support issues shall be within two hours of initial reporting and within two hours of each subsequent customer correspondence (during Vendor customer support hours). Vendor shall provide e-mail and / or telephone support as needed and may use screen sharing using WebEx Meeting to resolve the problem.
- b. **Ticket Logging.** All tickets and calls shall be logged into the system, identified according to severity and immediately dispatched to the appropriate support work groups. If performance is not satisfactory, please direct complaints to your Vendor Account Manager.
- c. **Customer notification.** The Customer shall be notified through the automated trouble ticketing system as soon as an issue is logged, and the Vendor Support Team shall personally document a response within two hours via e-mail. Vendor shall communicate with the Customer to gather all information to correctly resolve or identify and escalate the system issue¹. All e-mail correspondence should include appropriate trouble ticketing information to correctly route communication according to the appropriate issue and support work group.

¹ In order to properly prioritize each issue, Vendor shall assign a defect classification after consulting with the Customer.

4. Service Escalation

- a. In cases where a solution cannot be provided to restore major functionality after identification of Blocker and Critical defects, Vendor support shall escalate the issue to the Vendor Development Team to resolve the difficulty as quickly as possible. Major functionality shall be restored as soon as possible via an emergency patch release. The Customer shall provide technical support to assist system engineers and product development staff to diagnose and resolve the problem.
- b. Major defects shall be resolved as rapidly as practical and shall be distributed through planned releases. Fixes shall be delivered according to when they were received and prioritized based upon importance. Vendor may contact the Customer through phone or e-mail to gather additional information to help resolve these issues and to provide consultation on available workarounds.
- c. Minor and Enhancement defects shall be reviewed and resolutions shall be distributed through planned releases. Feature requests and enhancements should be made in writing to the Vendor Support Team through the Vendor trouble ticketing system. Feature requests shall be prioritized according to feasibility and anticipated value to the entire Vendor user base.

5. Contacting Vendor Support

All reports of system problems should be submitted through one of the following means:

- a. BluePrince: Create a trouble ticket directly through BluePrince.
- b. E-mail: Create a trouble ticket by sending an e-mail to bpsupport@harriscomputer.com
- c. Phone: Call 888-592-5336/828-350-9950, and follow the prompts for “Technical Support” to speak to a technical support engineer (if available) or to create a trouble ticket via our 24 hour answering service.
- d. BluePrince Community: Register for access to our BluePrince Community Forum, and submit a trouble ticket directly from the website.

Software Maintenance Overview

As part of this Maintenance, the Customer is entitled to the following services:

- a. **Preferred Notification.** Preferred notification priority and upgrade support for all planned updates to the Program Products purchased.
- b. **Forum News.** All news regarding updates shall be documented on the BluePrince Community Forum. The Customer may receive automatic notifications by subscribing to the BluePrince Community News Forum.
- c. **Release Access.** Access to all maintenance / bug fix updates to the Program Products purchased.
A maintenance release is a planned release that addresses non-critical system defects. An emergency bug fix is an unplanned type of maintenance release used to fix Blocker and Critical system defects.

Software Support Restrictions

Vendor shall provide support for Program Products, with the following restrictions:

1. **Third Party Programs.** The Vendor Support Team does not support or maintain any programs or interfaces built by the Customer or third party providers. While provided BluePrince APIs are supported, applications, integrations, or interfaces built using these APIs are not supported by Vendor Support.
2. **Support Limitations.** If, however, the Customer chooses to develop such an interface, the following limits on this support agreement shall be in effect:
 - a. Vendor shall not provide support or maintenance for such an interface.
 - b. Vendor shall not provide Vendor technical support for problems caused by such Customer developed integration.
 - c. Beyond providing access to historical database backups (up to two months of weekly backups archived on the Vendor servers), Vendor shall not provide assistance in data recovery, restoration, or repair that may be necessary to resolve an issue caused by such an interface.
3. **Product Sunset.** Vendor may choose to discontinue offering Support and Maintenance Agreements for older versions of BluePrince. At that time, the Customer shall be offered the opportunity to upgrade to a newer version of BluePrince or CityView, for a fee, or continue to run their existing version as long as an existing Support and Maintenance Agreement is active. The Customer must understand that technical issues that exist or arise in a version of BluePrince for which maintenance has been discontinued shall not be fixed by Vendor. All customers shall be given at least 12 months prior to any discontinuation of support on the BluePrince 2.8 product. Note that should Vendor choose to stop selling Support and Maintenance services on an older version, when any Support and Maintenance Agreement expires, BluePrince shall no longer operate as a software solution.

Software Maintenance Restrictions

Vendor shall provide Maintenance for BluePrince and Program Products, with the following restrictions

1. **Updates.** Vendor shall provide the described maintenance as a part of this service in order to provide the most stable software available in a proactive manner. If the Customer chooses not to install specific minor or maintenance releases, Vendor shall not be responsible for any system defects that arise as a failure to move to the latest version.
2. **Update Limits.** Vendor shall attempt to keep all customers on the latest stable version of BluePrince and shall not be responsible for system defects that arise as failure to upgrade because of the Customers' inability to receive updates for reasons outside of the vendor's control, including but not limited to, loss of Internet connection or outdated contact information.

3. **Product Sunset.** Vendor may choose to discontinue offering Support and Maintenance Agreements for older versions of BluePrince. At that time, the Customer shall be offered the opportunity to upgrade to a newer version of BluePrince or CityView, for a fee, or continue to run their existing version as long as an existing Support and Maintenance Agreement is active. The Customer must understand that technical issues that exist or arise in a version of BluePrince for which maintenance has been discontinued shall not be fixed by Vendor. Enhancements and new features shall also not be developed for non-maintained versions of BluePrince. All customers shall be given notice at least 12 months prior to any discontinuation of maintenance on the BluePrince product. Note that should Vendor choose to stop selling Support and Maintenance services on an older version, when any Support and Maintenance Agreement expires, BluePrince shall no longer operate as a software solution.

Online Services Support and Maintenance

As part of the optional Program Product Citizen Access Portal, Vendor shall provide citizens of the Customer with the following:

1. **Support.** Access to unlimited telephone, e-mail, and shared screen support for trouble tickets.
2. **Hosting.** Support and maintenance includes direct support from Vendor to the customer, freeing your departments from dealing with online support requests from citizens.

EXHIBIT E: Customer Obligations

Based upon Vendor's experience, in order to successfully implement the BluePrince software solution for the Customer by the Go-Live date, the Customer must meet the following obligations. Please communicate these obligations to the appropriate party within your organization.

1. **Project Manager.** Customer shall assign a Project Manager as the single point of contact and escalation for all project related issues. This Customer Project Manager shall be the primary interface for the Vendor Project Manager and shall be responsible for facilitating the efforts and escalations with the Customer's employees and departmental stakeholders to ensure that the project milestones and deadlines are met. Additionally, this Customer Project Manager shall ensure participation by departmental stakeholders in regularly scheduled status review meetings hosted by the Vendor Project Manager.
2. **Cooperation.** In order for Vendor to properly implement BluePrince software, every Customer department that interacts with BluePrince software shall actively assist Vendor in defining the workflow, data, system interface, testing and training requirements of the customer, participating in training and User Acceptance Testing, and in implementing the complete BluePrince installation.
3. **Documentation.** The Customer shall actively participate in defining the detailed workflow, data, system interface, testing and training needs critical to success of the Implementation and shall review and participate in change review and version control of baselined documentation. This action shall include all user perspectives and activities expected to be supported by Vendor.
4. **Legacy Data for Export, Conversion and Import.** If the Customer has purchased Data Conversion Services as noted in **Exhibit A**, Customer acknowledges that the definition of legacy data sources specified in **Exhibit C** is accurate and is a complete list of legacy data to be imported to BluePrince. The customer has provided a sample or complete set of the relevant data in the source data format specified to Vendor prior to the execution of this Agreement, and acknowledges that any changes to the source data formats shall incur a minimum charge as noted in **Exhibit A**. Customer shall provide additional samples and/or sets of the source data at each Milestone defined in the Implementation Schedule and in the Data Integration Test Plan. Vendor shall make its best efforts to import as much of the legacy data provided by the Customer and to do so as accurately as possible. However, 100% data conversion cannot be guaranteed, and Vendor shall not be required to resolve data integrity / cleanliness issues that are native to the Customer's legacy system. Vendor and the Customer shall work cooperatively to test, review, and analyze imported data so that conversion issues are identified and resolved as quickly as possible.
5. **Mobile Hardware.** Unless specifically stated, no customized support for mobile wireless hardware shall be provided. If required, specific Mobile Hardware must be identified as a system interface and included in all system interface testing plans.
6. **Process Optimization.** The Customer shall actively direct and take ownership for any business process optimization enabled by Vendor.
7. **Training.** The Customer shall dedicate uninterrupted time of appropriate personnel for training. Customers who choose to reduce Vendor training requirements by training staff themselves take ownership of the associated training hours. The Customer shall make its best effort to maximize attendance in the training sessions and cooperate with the Vendor Team so that training is as effective as possible.
8. **Enable Online Collaboration Tools.** The Customer shall make its best effort to enable WebEx Meetings for the purposes of shared desktop functionality needed for training and configuration tasks.
9. **Enable Communication.** The Customer shall allow for e-mail communications to and from blueprince.com and its domain aliases. The Customer shall allow outbound Internet access to the BluePrince website and its aliases from each client and the server.

10. **Deadlines.** The Customer shall commit all appropriate resources to meeting the deadlines noted.
11. **Changes and Enhancements.** The Customer understands that while BluePrince is a highly configurable software package, it is not custom software. Any and all changes to the Project or BluePrince enhancement requests shall need to be considered by Vendor for incorporation. Change/Enhancement requests shall be submitted to the Vendor Project Manager during the Implementation Project utilizing the change order request, or to the Support Team during Support and Maintenance utilizing the trouble ticket process. Depending upon the urgency, complexity and anticipated cost of the requested enhancement, a Project Impact Statement, with a quote, may be generated and provided to the customer.
12. **Third Party Software.** The Customer is responsible for obtaining, installing, and administering, prior to the Project Kick-Off date, all third party software necessary for this BluePrince installation, as listed in the table below and consistent with the Technical Environment noted in **Exhibit C**.
13. **System Requirements.** The following system requirements must be in place before the kick-off date.

Server Recommended:

Physical or Virtual

Windows Server 2008 or 2012 R2

4GB RAM or greater

500GB available hard drive space (depending on historical database size)

Quad-core processor or greater

Internet access¹

Workstation(s) Recommended:

Windows 7

2GB RAM or greater

250GB available hard drive space

Dual-core processor or greater

TCP/IP access to Server

Internet access¹

¹ Specific rates for internet access will depend on the configuration.

EXHIBIT F: Project Methodology

This section describes the methodology and timeline that the Vendor Implementation Team shall utilize in the implementation of the BluePrince software solution for the Customer. Evaluation, planning, and training are based on industry best practices that have been identified and fine-tuned by Vendor based on our cumulative understanding of customer needs and operational procedures. The schedule is provided as an indicator of approximate level of effort and is based on rough averages.

Timeline

Both parties recognize the importance of meeting the deadline dates for critical project milestones defined in **Exhibit A**. Maintaining this schedule is dependent upon successful progress throughout the Project and both parties meeting the responsibilities outlined in this Agreement.

Standard Timeline: The average timeline for the installation, configuration, training, and Go Live is approximately 4 months. Below is a chart of the major milestones and responsible parties.

Timeline Changes: Proposed changes to the target dates for milestones defined in **Exhibit A** must be submitted in writing and agreed to by both parties within a Change Order to this Agreement. Any delays that are communicated throughout the implementation process and mutually agreed to in writing by both parties shall have no penalties associated with them as long as they are within the deadlines established in **Exhibit A**.

Penalties for Missed Deadlines: If any milestone deadline defined in **Exhibit A** is missed as a result of delays on the part of the Customer, then Vendor reserves the right to postpone the implementation to a later date. Missed deadlines may also result in Change Orders at an additional cost to the Customer.

Fast Tracking: The timeline below may be shortened to allow the Customer to go live with BluePrince as soon as possible. This adjustment shall be determined after kick-off and depends largely on the Customer's willingness to use the self-training tools and aggressively meet project deadlines.

Timeline Estimation Chart

This chart provides a rough template of timing for a BluePrince Implementation Project based on an average implementation of 4 months. The critical Dependencies for each step in the Project are also defined.

Event	Responsible Party	Week #	Dependencies
Kick-Off Meeting	<ul style="list-style-type: none"> Vendor Project Manager Customer Project Manager and Key Departmental Contacts 	1	Executed Agreement, Key Contacts Identified
Software Installation	<ul style="list-style-type: none"> Vendor Engineer Customer I.T. Contact 	1-4 ³	Required Environment Available
Customer Training	<ul style="list-style-type: none"> Vendor Engineer Customer Users 	1-5	User Groups & Needs Identified
Business Process Analysis and Recommendations	<ul style="list-style-type: none"> Vendor Engineer Customer Key Departmental Contacts 	2-5	n/a ongoing
Software Configuration	<ul style="list-style-type: none"> Vendor Engineer Customer Key Departmental Contacts 	2-10	Software Installed
Testing	<ul style="list-style-type: none"> Vendor Engineer 	4-12	Software Configuration Complete
Pre Go-Live Alignment	<ul style="list-style-type: none"> Vendor Project Manager 	6-13	Testing Complete
Go-Live	<ul style="list-style-type: none"> Vendor Engineer Customer I.T. Contact 	14	All critical issues resolved; follow-up items aligned
Two- Week Tweak	<ul style="list-style-type: none"> Vendor Engineer Customer Project Manager 	15-16	BluePrince Software actively in use
Online Service Launch	<ul style="list-style-type: none"> Vendor Engineer Customer Project Manager 	15-16	BluePrince Software actively in use, Online Services Configured
Post Go –Live Alignment	<ul style="list-style-type: none"> Vendor Project Manager Customer Project Manager 	16	Configuration Online Services, Two-Week Tweak Complete
Project Closeout	<ul style="list-style-type: none"> Vendor Project Manager, Engineer Customer Project Manager, Key Departmental Contacts 	16	Post Go-Live Alignment Complete

³ Initial configuration may be performed on Vendor servers, allowing flexibility in software installation schedule. Customer Training and final User Acceptance Testing must be performed on Customer environment.

Project Methodology Details

1. **Kick-Off Meeting** – The Kick-Off meeting is used to review the critical deadlines for major milestones of the project and to define initial target dates for early milestones. The scope of the project is confirmed in terms of the departments planning to use BluePrince and the estimated size of user groups. The Vendor Project Manager leads this meeting and uses a Project Checklist. Throughout the project, any changes to the scope, schedule, roles or deadlines shall be handled through Change Orders.

2. **Software Installation** – A Vendor Engineer guides you through the server installation process.
 - IT contacts.** Establish a primary and backup IT contact responsible for working with BluePrince. Explain examples of when Vendor Technical Support might contact IT, and review the details of how IT can contact Technical Support, as specified in **Exhibit D**.
 - Server configuration checkpoint.** Designate the hardware to be used for the BluePrince server. Preferably a stand-alone system running no other software.

 - Server Installation.** Installation shall take approximately one hour with detailed instructions and full on-line and phone support from a Vendor engineer.
 - Client installation on each end user machine.** The BluePrince client installer has an “msi” file extension. Manual installation steps are required to accept or overwrite the settings during the installation for each client machine.

3. **Customer Training** – A Vendor Engineer shall help direct users to self-service training materials. He or she shall also provide remote instruction over WebEx Meeting shared desktop technology.
 - a) **Self-Service Training**
 - i) BluePrince University: On-line videos and recorded webinars.
 - ii) BluePrince Training Mode: at user’s own pace.
 - b) **Instructor-Led Training** – provided for all purchased products (Remote over WebEx Meeting)

4. **Business Process Analysis and Recommendations** – Prior to software configuration, the Vendor Engineer shall gain an understanding of your detailed business processes and determine how to best represent them in BluePrince. Additionally, where practicable, the Vendor Engineer shall offer recommendations on optimizing existing business processes to eliminate bottlenecks and maximize efficiencies across departments within the Customer’s organization.
 - Workflows.** Capture workflow process from beginning to end for all project types (e.g., Building Developments, Code Enforcement, Approvals, Inspections).
 - Accounting.** Identify and represent fee assignment and payment procedures.
 - Contractors and Companies.** Understand and translate the detailed requirements for contractor and company participation in the building processes.
 - User Accounts.** Understand and represent the Customer’s user types, options, usage, and access.
 - Project Steps.** Implement and review the relationship between Projects, Workflows, People, and Accounts – who does what, and in what order.

5. **Software Configuration** – A Vendor Engineer shall help you configure BluePrince to accurately reflect your business processes through a series of shared desktop configuration sessions, including but not limited to:
 - a) Jurisdiction Information. Configure cities, logo, website, address, contact numbers.
 - b) User Accounts. User account identifiers, permissions, task alignment.
 - c) Detailed Characteristics. Permit Types, Inspections, Approvals, CE Case Types, Zoning Districts.
 - d) Fee Definition. Fee Categories, Fee Calculation, Valuation Table Usage.
 - e) Integration. GIS, Document Management (Laserfiche).
 - f) Forms and Letters. Define forms and letters to be printed with BluePrince data.

6. **Testing** – Key Customer users test the functionality of the configuration prior to going live with the BluePrince software solution while Vendor Engineers perform additional analysis of potential duplications within the Customer’s data.
 - a) **User Acceptance Test (UAT):** Testing of all modules, permits, fees, user access options, approvals and reports are executed prior to Go-Live. Key Customer user personnel execute this testing in cooperation with the Vendor Engineer.
 - b) **Import and Integration Data Tests:** During User Acceptance Testing, users review and signoff on imported legacy data and integrated data to validate the custom scripts involved.
 - c) **Audit of Duplicate Data:** Audit scripts are executed by Vendor Engineers to identify potential duplicate data (property, contractors, companies).

7. **Pre Go-Live Punch List:** Prior to scheduling a final Go Live date, a punch list of items to be addressed for the project must be reviewed and signed off between the Vendor and Customer Project Managers. A review meeting of these outstanding items is scheduled, with the Vendor Sales and Client Services Executives invited to participate, to ensure that all expectations from the Sales cycle have been met and that all preconditions for completion of the Implementation and handoff to Client Services have been addressed. Some of these items may be required prior to Go Live, but some of them may be scheduled after Go Live. The purpose of this list is to ensure that the Go Live is successful and the Project can be closed out efficiently with a clear plan for any outstanding items.

8. **Go-Live** – On this date all new users and departments covered under the scope of this project shall be “live” with the BluePrince software solution in a production environment.
 - a) This is the deadline by which the following conditions are met:
 - i) Configuration, training, data import, system integration testing complete.
 - ii) All new departments and users begin using BluePrince full time.
 - iii) Legacy systems to be replaced are no longer used.
 - b) This date is a commitment by the Customer to Vendor that if not met could result in an amendment to this Agreement with the potential for additional professional services fees.

9. **Two-Week Tweak** – A Vendor Engineer is available to make configuration adjustments if requested. Vendor recommends that the Customer implement any recommended changes prior to configuring and activating Online Services.
10. **Online Services Launch** – a Vendor Engineer works with the Customer to configure the Online Services related to the Citizen Access Portal. This step may be delayed after Go Live and implemented through the Customer Support process, if desired.
11. **Post Go-Live Alignment:** After Go Live and prior to formal Project Closeout, the updated punch list of items is again reviewed and signed off between the Vendor and Customer Project Managers. A copy of this list is provided to both the Vendor Sales and Client Services Executives. If there are any outstanding items on the list, a Change Order is created to define how the remaining items will be handled and identifying any costs associated with the extension of the Implementation.
12. **Project Closeout** – A formal Closeout meeting is held to ensure that all project participants understand the status of remaining items, that all users know how to contact Vendor Support, and introduces the benefits of belonging to the Community Forum.

Continuing Professional Services Agreement

For

Professional Geographic Information System (GIS) Services

RFQ #2016-02

This Agreement is made by and between the **TOWN OF JUPITER ISLAND, FLORIDA**, with an address of 2 Bridge Road, Hobe Sound, FL 33455 (the "Town") and Florida Technical Consultants, a Florida Limited Liability Company, with a principal address of 401 West Atlantic Avenue, Suite 09, Delray Beach, FL 33444 (the "Consultant").

SECTION 1 – SCOPE OF SERVICES

The Consultant shall perform, as needed, continuing GIS services for the Town's water, wastewater and reclaimed water utility, South Martin Regional Utility ("SMRU"). SMRU projects (each a "Project" and collectively "Projects") may include, but are not limited to, the following:

- Update and Correct Existing Data
 - Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information including pond, manhole structure, pipeline, valve, water and sanitary service line, water/ IQ meter, backflow preventer, fire hydrant, lift station and well data
 - Attributes to be added/ verified include:
 - Boundaries
 - Service Area boundaries
 - Neighborhood/ Subdivision Boundaries
 - Municipal Boundaries
 - Pipelines:
 - Material (Pipe & Casing)
 - Year Constructed/ Rehabilitated
 - Diameter (Pipe & Casing)
 - Abandoned vs in service
 - Flow Directions
 - Main break locations & year
 - Valve locations, type
 - Chlorine residual data
 - Utility Easements - O.R. book & Page #
 - Manhole/ Cleanout
 - Rim & Invert elevations
 - Year Constructed/ Rehabilitated
 - Fire Hydrant
 - Number
 - Flow rating & recent test flow data
 - Lift Station

- Number
- Public VS Private
- Pump information & design flow rate
- Wetwell Depth & influent/ effluent pipe data
- Contributing areas/ cascading station information
- Backflow Prevention Devices
 - Year Installed
 - Type/ size
 - Certification # & Date
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Maintain existing GIS map (desktop & web based) with new development project as-builts, and with field corrections from SMRU staff
- Training
 - Provide training to the respective SMRU personnel
- Other work orders
 - Special work orders for the development of GIS layers for various applications
 - Evaluation of existing GIS system, and recommendations for future applications & improvements

Professional Services will be rendered in response to periodic written work authorizations issued by the Town on an as-needed basis, in accordance with Section 1.9. Each work authorization will be subject to scope definition and fee negotiation, at the established hourly rates. This shall be a continuing services agreement in accordance with Sec. 287.055, Florida Statutes. No assignment, minimum amount of professional service or compensation is guaranteed under this Agreement.

1.1 Non-Exclusive

This is a non-exclusive Agreement and the Town may secure similar or identical services from other professionals.

1.2 Work Authorizations

1.2.1 For each task or assignment, the Town shall request Consultant to develop for review by the Town:

- (a) a scope of services. Consultant shall describe the Professional GIS Services utilizing the category established in Section 1 of this Agreement;
- (b) an estimate of fees and costs base on the hourly rates established in this Agreement;
- (c) a task/deliverable schedule; and
- (d) a payment schedule based on deliverables

1.2.2 Town and Consultant may negotiate scope definition and fees (at the agreed hourly rates) for each work authorization. Upon mutual agreement of the scope of services, fees and costs, task/deliverable

schedule and payment schedule, a written work authorization for each task shall be executed by Consultant and Town. Town shall not be liable to pay for any Professional Services provided without a properly executed work authorization.

1.2.3 The hourly rates effective for each Work Authorization issued under this Agreement are attached as **Schedule A**.

1.2.4 Fees for work authorizations may be established with an upper limit or “not to exceed” amount or based upon a fixed (lump sum), and all such fees shall be based on the hourly rates attached in Schedule A.

1.2.5 A form of work authorization acceptable to the Town for Consultant’s use is attached to this Agreement.

SECTION 2 – COMPLETION SCHEDULE

2.1 Schedule

Consultant agrees to complete its Professional Services and provided the indicated deliverables in accordance with the schedule approved for each work authorization.

2.2 Delay

2.2.1. Consultant’s Professional Services shall be timely performed in compliance with the schedule or as amended in a writing executed by both parties. If Consultant is delayed at any time in the progress of its Professional Services by any act, failure to act or neglect of the Town, or any separate consultant or contractor hired directly by the Town, or by occurrences beyond the control and without any fault or negligence of Consultant, Consultant shall provide to the Town, within five (5) working days of the date the delay began, written notice of the delay. Provided Consultant has timely notified the Town of such delay, the Town shall amend the schedule in writing, for the time delay actually caused by such occurrence, as determined by the Town in its sole discretion. This extension of time shall be Consultant’s sole and exclusive remedy attributed to such delay.

2.2.2. Consultant acknowledges responsibility for any delay damages suffered by the Town as a result of Consultant’s negligent, reckless or intentional wrongful actions or inactions. In the event that the Town suffers or reasonably believes that it will suffer actual delay damages as a result of Consultant aforesaid actions or inactions, the Town, in its sole discretion, said discretion to be exercised reasonably and in good faith, shall have the right and be entitled to terminate this Agreement upon five (5) day’s written notice and such termination shall not be construed to constitute a breach of this Agreement by the Town.

SECTION 3 - PROFESSIONAL SERVICES FEE & EXPENSES

3.1 Hourly Rates.

Consultant’s hourly rates effective for the term of this Agreement are attached as **Schedule A** and incorporated herein.

3.2 Fee Schedule.

The fee to be paid by the Town to Consultant, for all Professional Services of both Consultant and any of its subcontractors (“Fee”) and administrative reimbursements in connection with a work authorization, shall be set forth in a detailed Fee Schedule attached to each specific work authorization issued under this Agreement. The Fee Schedule shall detail estimated hours by position category for each phase of Professional

Services, along with the hourly rates. All reimbursable expenses and costs, including administrative expenses, documents production, travel, etc., shall be detailed in the Fee schedule. Attached to this Agreement as **Schedule A** is a list of Consultant's hourly rates for every position or level of professional or staff for whom time will be invoiced under this Agreement.

3.3 Professional Service Fee.

3.3.1. The Fee for a work authorization shall not exceed the total amount shown on the Fee Schedule. The Fee may be adjusted, if necessary, by a written amendment to the applicable work authorization, duly approved and executed by Consultant and Town, provided the Town's budget includes, or is adjusted to include, the entire Fee. The Fee shall be the sole compensation paid to Consultant.

3.3.2 The Fee and Fee Schedule for each work authorization shall include all fees or payments that Consultant proposes to pay or make to its subcontractors/vendors under the work authorization.

3.3.3 No minimum or specific amount of Professional Services, work authorizations, tasks, assignment, Fees or compensation is guaranteed under this Agreement.

3.4 Administrative and Travel Expenses.

3.4.1 The Fee and Fee Schedule shall include all administrative out-of-pocket expenses to be reimbursed under this Agreement. Administrative expenses charged to the Town will be credited with all rebates, refunds, or dividends, as well as a proportion of any volume rebates or credits earned with the purchase of materials, goods or services charged to administrative expenses.

3.4.2 Consultant shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the Town. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the Town's prior written approval, shall be paid in accordance with the rates and conditions established by the Town's Travel Policy or the applicable law or ordinance.

3.5 Payment Schedule.

A Payment Schedule tied to the deliverables under the applicable work authorization, which payment schedule shall not be front-loaded, shall be attached to each work authorization.

3.5 Subcontracts.

Sub-contractual services may be invoiced at the actual sub-consultant fees paid by Consultant plus three (3%) for administrative costs.

3.6 Invoices.

3.6.1. Invoices must identify the PO number, the work authorization number and the Contract Number. Invoices shall be submitted directly to: Finance Director, South Martin Regional Utility/Town of Jupiter Island, P.O. Box 395, Hobe Sound, FL 33475. Invoices must identify the PO number and Work Authorization number. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the Town.

3.6.2 Each work authorization shall be invoiced separately.

3.6.3 Invoices for upper limit type work authorizations shall identify the work authorization number and show the actual hours worked, person performing services, Professional Service performed and/or deliverable provided, hourly rate, and dates(s) of service.

3.6.4 Invoices for lump sum type work authorizations shall identify the work authorization number and shall be accompanied by a status report briefly describing the activities and services performed under said work authorization during the billing period.

3.6.5. Invoices received from Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the Town to determine if services have been rendered in conformity with the work authorization and Agreement.

3.7 Payment.

3.7.1. The Fee shall be paid in accordance with the Payment Schedule established for the work authorization and upon acceptance of deliverables satisfactory to the Town and receipt of a proper invoice from Consultant.

3.7.2. Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

3.7.3. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

3.8 "Final Invoice"

In order for both parties to close their books and records, Consultant shall submit its final invoice for each work authorization no later than four (4) months after completion of all Professional Services under said work authorization. Consultant shall clearly indicate "Final Invoice" on its final invoice for each work authorization. Such indication shall certify to the Town that all Services have been properly performed and all charges and costs owed in connection with the work authorization and this Agreement have been invoiced to the Town under the appropriate work authorization. Any requests for reimbursement or fee payment under a work authorization, if not properly included on the final invoice or not submitted within four months of completion of Professional Services, are waived by Consultant.

SECTION 4 - TERM

4.1 This Agreement shall commence as of the date of full execution of this Agreement and work authorizations may be issued under this Agreement for Professional Services to be completed prior to expiration of this Agreement. This Agreement shall expire four (4) years from the date of full execution, subject to the renewal and termination provisions of this Agreement. The Agreement expiration date may be extended for up to two (2) additional years at the sole option of the Town. Any term extension shall be evidenced by a formal written amendment to this Agreement, duly executed by both Town and Consultant.

4.2 Notwithstanding the foregoing, the terms of this Agreement shall continue in force until completion of the Professional Services related to any work authorization duly issued under this Agreement, unless terminated early by either party or pursuant to the termination provisions in this Agreement.

4.3 It is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, representations and warranties made in this Agreement or otherwise made in writing by the Consultant, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

SECTION 5 - MODIFICATIONS TO THE SCOPE

Notwithstanding the foregoing provisions, the Town reserves the right to make changes to a project or the scope of Professional Services under any work authorization at any time, including alterations, reductions or additions thereto. Upon receipt by Consultant of Town's notification of a contemplated change, Consultant shall in writing: (i) provide a detailed estimate for the increase or decrease in Consultant's Fee and other costs that would result from the contemplated change; (ii) notify the Town of any estimated change in the completion date; and (iii) advise the Town how the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules. If the Town so instructs in writing, Consultant shall suspend work on the portion of the scope of services affected by a contemplated change, pending the Town's decision to proceed with the change. If the Town elects to make the change, the parties shall execute a written amendment to the applicable work authorization and Consultant shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes or revisions of studies that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for scope of work ("Substituted Services") already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

SECTION 6 - REPRESENTATIONS OF THE CONSULTANT

6.1 Authority.

Consultant hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 Duly Licensed.

Consultant represents that it is duly licensed to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 No Solicitation.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the Town shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.4 Public Entity Crimes Act.

Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and any parent corporations, affiliates,

subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants under this Agreement, are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Town's competitive procurement activities.

6.5 Standard of Care.

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances.

6.6 Ethics Provisions; No Conflicts of Interest.

6.6.1 Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

6.6.2 Consultant represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the Town, or any Town agency or selection committee.

6.6.3 Consultant represents that it does not employ, directly or indirectly, the mayor, members of the Town commission or any official, department director, or head of agency of any member entity of the Town; or member of any board, committee or agency of the Town.

6.6.4 Consultant represents that it does not employ, directly or indirectly, any official of the Town or any member entity of the Town. Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the Town who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

6.6.5 Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town commission, any department director or head of any Town agency, any employee of the Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

6.6.6 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.

6.6.7 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the Town under this Agreement.

6.6.8 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any

administrative or legal proceeding.

6.6.9 Consultant shall promptly notify the Town in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the Town as to whether such association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by Consultant. The Town agrees to notify Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant, the Town shall so state in its opinion and Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by Consultant under this Agreement.

6.6.10 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

6.8. Lobbying Certification.

Consultant certifies to the best of its knowledge and belief that no Federal or State grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a Member of Congress, a member of the Florida Legislature or any state agency.

6.9 Truth in Negotiation Statement

Signature of this Agreement by Consultant serves as the execution of a truth-in-negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement and the associated work authorizations are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the Town determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within one year following the expiration or termination of this Agreement.

6.10 Financial Capability

Consultant certifies that Consultant has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by work authorizations under this Agreement.

6.11 No Felony or Fraud

Consultant certifies that neither Consultant nor any of Consultant's principals have been convicted of a felony or fraud.

SECTION 7 – RESPONSIBILITIES OF THE TOWN

7.1 Designation of Representative

The Town agrees to designate an individual to act as the Town's representative with respect to the Professional Services to be rendered under this Agreement and any specific work authorization(s), provided that such representative shall not have the authority to amend or modify this Agreement or the work authorizations. Such person shall have complete authority to transmit instructions, receive information and interpret and define the policies and decisions of the Town with respect to Consultant's Professional Services.

7.2 Specification of Town Requirements

The Town agrees to provide information as to the Town's requirements for the task or assignment under a work authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability and budgetary limitations.

7.3 Items to be furnished upon the Consultant's Request

The designated representative of the Town will use reasonable efforts to provide to Consultant, upon Consultant's request, the following information, along with previous reports or studies and any other data relative to design or construction of a project. The Town makes no representation that any such data or documents provided by the Town are accurate or reliable.

7.3.1 Data/ Maps prepared by others relevant to the project;

7.3.2 Appropriate professional interpretations of data prepared by others relevant to the project;

7.3.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

7.3.4 Property descriptions; and

7.3.5 Zoning, deed and other land use restrictions

7.4 Access to Property

The Town agrees to arrange for access to and make all provisions for Consultant to enter the SMRU facilities as required for Consultant to perform services under this Agreement.

7.5 Attendance at Meetings

The Town agrees that a representative of the Town will attend regularly scheduled work authorization and project progress meetings, when requested, held at the Town or Consultant's local office, as well as substantial completion inspections and final inspections. Consultant's Project Manager, or a key team member, will attend all regularly scheduled work authorization and project progress meetings at the dates and times established.

SECTION 8 – DOCUMENTS

8.1 Ownership of Documents.

All maps, plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, computer files, electronic data, intellectual property and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and will become the exclusive property of the Town without restriction or

limitation on their use and will be made available, upon request, to the Town at any time during the performance of the Professional Services and/or upon completion or termination of this Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). Consultant acknowledges and affirms that pursuant to 17 U.S.C. §106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. Consultant waives and assigns to Town all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Any reuse of Consultant's prepared documents by the Town, except for the specific purpose intended under this Agreement, will be at Town's risk and without liability or legal exposure to Consultant or its sub-consultants.

8.2 Obligation to Furnish Documents to the Town

Consultant shall deliver to the Town for approval and acceptance, and before being eligible for final payment of any amounts due under any work authorization(s), all documents and materials prepared for the Town in connection with such work authorization and this Agreement.

SECTION 9 - SMALL BUSINESS PROGRAM

9.1 Small Business Commitment.

Consultant shall comply with the Town's Small Business Ordinance, as adopted from time to time, which is incorporated herein by this reference. Consultant shall comply with the small business commitment contained in Consultant's Proposal. Failure of Consultant to maintain Small Business participation at the proposed level may require evidence of a good faith effort by Consultant and may be considered cause for cancellation of this Agreement and may be considered by the Town as a past performance factor in future procurements. Consultant shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the Town to inspect and audit such records.

SECTION 10 – STANDARD TERMS AND CONDITIONS

10.1 Consultants Competitive Negotiation Act

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom. Consultant acknowledges that the Town complied with all legal requirements under Section 287.055, Florida Statutes.

10.2 Personnel; Staffing; Sub-consultants

10.2.1 Independent Contractor Relationship. All persons employed by Consultant and engaged in any of the work or Professional Services performed by Consultant pursuant to this Agreement shall at all times be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees or agents of the Town. Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than as may be specifically provided for in this Agreement. Consultant shall be responsible to the Town for all Professional Services or work performed by Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

10.2.2 Personnel. Consultant represents that its project manager and all key staff identified in Consultant's Proposal shall remain assigned to work authorizations under this Agreement, unless otherwise specifically agreed by the Town. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. Consultant specifically acknowledges that its employees will not be covered by the Town's workers' compensation insurance and Consultant will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the Town to Consultant under this Agreement.

10.2.3 Non-Discrimination by Consultant. The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, and that in providing services, Consultant does not discriminate with regard to any of the aforementioned factors.

10.2.4 Unauthorized Aliens/Patriot's Act. The knowing employment by Consultant or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that Consultant is notified or becomes aware of such default, Consultant shall take steps as are necessary to terminate said employment with twenty-four (24) hours of notification or actual knowledge that an alien is being employed. Consultant's failure to take such steps as are necessary to terminate the employment of any said alien within twenty-four (24) hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. Consultant shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

10.2.5 Selection of Sub-Consultants. Consultant shall obtain the prior written approval of the Town as to each proposed sub-consultant and the Town reserves the right to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If it becomes necessary to replace a particular sub-consultant to complete its part of the services under a work authorization Consultant shall promptly do so, subject to prior written approval and acceptance of the new sub-consultant by the Town, which approval shall not be unreasonably withheld.

10.3 Compliance with Laws.

In the conduct of Professional Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and Town ordinances and regulations.

10.4 State Taxes.

Consultant understands that in performing the Services for the Town, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the Town's tax exemption number for purchasing supplies or materials.

10.5 Availability of Funds

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Town. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements or work authorizations with a term of more than one year, but any agreement or work authorization so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the Town may terminate this Agreement upon no less than twenty-four (24) hours notice to Consultant. The Town shall be the sole and final authority as to the availability of funds.

10.6 Right to Audit.

Consultant shall maintain (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices to be submitted under this Agreement and (b) adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Professional Services, as well as copies of communications regarding the performance of its obligations under this Agreement, for at least five (5) years after the date of final payment made under this Agreement or the final conclusion of any litigation regarding this Agreement. The Town shall have access to such timesheets, books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business located in the State of Florida during the term hereunder and for at least five (5) years after the date of final payment of this Agreement.

10.7 Public Records Law

Consultant shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Consultant in conjunction with this Agreement. Failure by Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Town. Notwithstanding the foregoing, the documents describing the design of public buildings and facilities may be except from disclosure under the public records laws for security reasons. Consultant will obtain written authorizing from Town prior to disclosing any documents describing the design of public buildings and facilities.

10.8 Confidentiality

Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Town and securing its consent in writing.

10.9 No Pledge

Consultant shall not pledge the Town's credit or attempt to make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

10.10 Insurance.

10.10.1 Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the Town from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a subcontractor of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

10.10.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional

certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

10.10.3 The Town shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Consultant's self-insurance retention.

10.10.4 Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Town prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or work authorization by name, WA number and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

10.10.5 All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the Town as Additional Insured. No costs shall be paid by the Town for an additional insured endorsement.

10.10.6 Consultant shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$300,000.00 Combined Single Limit, covering each motor vehicle. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than \$2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the Town. Self-insured retentions or deductibles should not exceed \$50,000.00 for written agreements or contracts with the Town with a value of less than \$1,000,000; and \$100,000 for contracts with a value of \$1,000,000 or more..

10.10.7 Consultant shall ensure that its sub-consultants will maintain during the term of their agreement, the above types of insurance, in coverage amounts acceptable to the Town.

10.10.8 Anything to the contrary notwithstanding, the liabilities of Consultant and any sub-consultants under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages.

10.11. Indemnification.

Consultant agrees to indemnify, defend, save and hold harmless the Town and its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's performance of the Professional Services or caused by or arising out of (a)

any act, omission, default or negligence of Consultant in the provision of the Professional Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's execution of Professional Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the performance of this Agreement by Consultant or any act or omission of Consultant, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Consultant agrees to pay all claims and losses and shall defend all suits, in the name of the Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision. To the extent considered necessary by the Town, any sums due Consultant under this Agreement may be retained by Town until all of Town's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Town. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the Town for its own negligence, or intentional acts of the Town, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

10.12 Force Majeure

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

10.13. Termination

10.13.1 Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party five (5) calendar days prior to termination.

10.13.2 In the event this Agreement, or any work authorization, is terminated by the Town for cause, the Town may take over the Professional Services and complete them by contracting with another consultant (s) or otherwise, and in such event, Consultant shall be liable to the Town for any additional cost incurred by the Town due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to Consultant had this Agreement, or any work authorization, not been terminated.

10.13.3 The Town shall have the right to terminate this Agreement and any work authorization, in whole or in part, without cause, and for its convenience, upon written notice to Consultant. Consultant shall have no right to terminate this Agreement for convenience.

10.13.4 Upon termination, Consultant shall immediately assemble and deliver all maps, GIS files, documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, CADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals,

written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and Town projects to the Town.

10.13.5 In the event of termination, Consultant, upon receipt of the notice of such termination, shall: (1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the Town (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the Town, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement and the work authorizations hereunder; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the Town.

10.13.6 In the event of termination, the Town shall compensate Consultant for all authorized Professional Services satisfactorily performed through the termination date, and for costs incurred, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to Consultant shall be made (1) for Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall Town be obligated to compensate Consultant for lost profits, or any resulting or consequential damages.

10.13.7 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

10.14 Communications and Notice

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties at the addresses listed in **Schedule B**.

10.15 Litigation; Governing Law; Venue; Waiver of Jury Trial

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Town and Consultant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper and exclusive venue for any suit concerning this Agreement shall be Martin County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

10.16 Remedies

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

10.17 Time of Essence

Time shall be of the essence for each and every provision of this Agreement.

10.18 Waiver.

10.19.1 Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

10.19.2 Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of Consultant, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications or other documents and works, nor shall any approval by the Town be deemed to be an assumption of such responsibility by the Town for a defect or omission in designs, Construction Documents, Technical Specifications or other documents prepared by Consultant, its employees, agents or sub-consultants.

10.20 Headings.

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

10.21 Counterparts; Digital Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, and work authorizations, by electronic means.

10.22 Severability of Provisions

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

10.23 Assignment.

This Agreement may not be assigned by Consultant without the written authorization of the Town after Town's determination of the ability of the assignee to perform the Professional Services. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

10.24 Attached Schedules

The following Schedules and Forms are attached to this Agreement and incorporated into and made a part of this Agreement:

Schedule A – Hourly Rates
 Schedule B – Notice provisions
 Form of Work Authorization

10.25 Entire Agreement; Controlling Provisions; Amendment

10.25.1 Consultant submitted its Proposal dated September 15, 2016 (the "Proposal") in response to the Request For Qualifications Number 2016-02 "(RFQ 2016-02)" issued by the Town.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/26/2015 **EXPIRATION DATE:** 10/25/2017

PERSON: BARTON JAMES H

FEIN: 471886339

BUSINESS NAME AND ADDRESS:

FLORIDA TECHNICAL CONSULTANTS, LLC

10327 TRIVERO TERRACE

BOYNTON BEACH FL 33437

SCOPES OF BUSINESS OR TRADE:

ARCHITECTURAL OR
ENGINEERING F

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

JENNIFER ANN MARANGOS
JAMES HERBERT BARTON
12008 N LAKE DR
BOYNTON BEACH, FL 33436-5564

Policy Number: 4085381079
Effective Date: 06-30-16
Expiration Date: 12-30-16
Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2009
Make: TOYOTA
Model: PRIUS
VIN: JTDKB20U897877776

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$1MIL/\$1MIL	
PROPERTY DAMAGE LIABILITY	\$100,000	
MEDICAL PAYMENTS	\$2,000	
PERSONAL INJURY PROTECTION	BASIC	NON-DED/INSD&REL
UNINSURED MOTORIST/STACKED	\$1MIL/\$1MIL	
COMPREHENSIVE		\$500 DED
COLLISION		\$500 DED

___ Lienholder ___ Additional Insured ___ Interested Party

Additional Information:

Issued 8/8/2016

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



CERTIFICATE OF LIABILITY INSURANCE

08/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

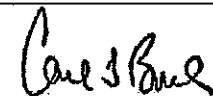
PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	
INSURED Florida Technical Consultants, LLC 401 W. Atlantic Ave. Suite 09 Delray Beach FL 33444	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
A	Professional Liability		N	UDC-1734967-EO-16	04/18/2016	04/18/2017	Each Claim:	\$ 2,000,000
							Aggregate:	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Palm Beach - Public Works Dept 951 Okeechobee Rd. Suite A West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 177
 DATE (MM/DD/YYYY)
 08/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

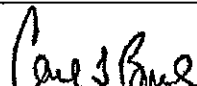
PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Florida Technical Consultants, LLC 401 W. Atlantic Ave. Suite 09 Delray Beach FL 33444	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	UDC-1734967-CGL-16	04/18/2016	04/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Jupiter Island, Florida is an additional insured.

CERTIFICATE HOLDER Town of Jupiter Island, Florida 2 Bridge Road Hobe Sound, FL 33455	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

8. **Exhibits.**

All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.

CONSULTANT:

TOWN OF JUPITER ISLAND, FLORIDA

By: _____

By: _____

Print Name: _____

Whitney D. Pidot, Mayor

Date: _____, 20____

Date: _____, 20____

Attest: _____

Town Clerk

Professional GIS Services

WORK AUTHORIZATION No. _____

CONSULTANT: _____
Contract No. _____

1. **Project.** _____

2. **Detailed Scope of Professional Services.**

A detailed scope of services under this Work Authorization, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit** _____.

3. **Deliverables and Schedule**

For study/design related services: Consultant shall deliver to the Town the deliverables specified at the time indicated on the attached **Exhibit** _____.

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**

The total Fee to be paid to Consultant under this Work Authorization shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit** _____.

The payment schedule (based on deliverables) is attached as **Exhibit** _____.

Total Fee:	Original WA for project/study:	\$ _____
	Amd No. 1 to WA	\$ _____
	Amd No. 2 to WA	\$ _____

5. **Agreement Reference**

This Work Authorization shall be performed under the terms and conditions described within the Continuing Professional Services Agreement, dated _____, 20____, by and between the Town of Jupiter Island, Florida, and _____, Contract No _____.

6. **Small Business.**

Consultant acknowledges that its Proposal contains a statement of Small Business Participation at _____ of the aggregate total value of the work authorizations to be issued under the Agreement. Consultant has attached the SB Statement of Small Business Participation form and any other required small business forms with this Work Authorization.

7. **Insurance.**

Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.

WA # _____

SCHEDULE B

Notice

All notices required by this Agreement shall be sent in accordance with Section 10.14 to the following addresses:

To the Town: Utility Director
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

To Consultant: James Barton
President
Florida Technical Consultants
401 West Atlantic Avenue, Suite 09
Delray Beach, FL 33444

**SCHEDULE A
HOURLY RATES**

Position	Rate Aug 2016 – Sept 2018	Rate Oct 2018 – Sept 2020	Rate Oct 2020 – Sept 2022
Project Manager	\$ 135	\$ 140	\$ 145
Senior Professional Engineer	\$ 125	\$ 130	\$ 135
Project Engineer	\$ 115	\$ 120	\$ 125
Project GIS Analyst	\$ 110	\$ 115	\$ 120
Sr. CAD Manager	\$ 95	\$ 100	\$ 105
Field Inspector	\$ 95	\$ 100	\$ 105
Junior Engineer	\$ 95	\$ 100	\$ 105
GIS Specialist	\$ 95	\$ 100	\$ 105
CAD Technician	\$ 80	\$ 85	\$ 90
GIS Technician	\$ 80	\$ 85	\$ 90
Clerical	\$ 50	\$ 50	\$ 55

SCHEDULE A
HOURLY RATES

10.25.2 This Agreement, including the RFQ, the Proposal, and Schedules which are all incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

10.25.3 Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

10.25.4 This Agreement may only be modified by written amendment executed by the Town and Consultant. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the Town. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

[Signatures on following page.]

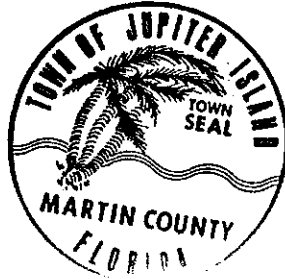
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and have hereunto signed in their names by their duly authorized representatives.

ATTEST:

TOWN OF JUPITER ISLAND, FLORIDA

By: *Sven Carter*
Town Clerk

By: *Whitney D. Pidot*
Whitney D. Pidot, Mayor



Date: 9/12/16, 2016

CONSULTANT: *[Signature]*
By: _____

Print Name: James Barton

Title: President



Fourteenth Order of Business

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTLAKE AND THE
SEMINOLE IMPROVEMENT DISTRICT REGARDING THE PROVISION OF
CERTAIN INFORMATION TECHNOLOGY SERVICE TO BE COST SHARED AND
FOR ASSURANCE OF NON-DUPLICATION OF SERVICES**

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

RECITALS

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

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

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

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

WHEREAS, SID and Westlake have determined on the basis of mutual advantage and in accordance with economic and other factors influencing the needs and development of documents, permitting and GIS database functions of both SID and Westlake, the entities may be in the better position to share the information technology services, facilities and document management discussed in this Agreement; and

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

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

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

WHEREAS, the Parties wish to memorialize in this Agreement their understandings and intentions as to the provision of services for information technologies; and

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

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

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

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

3. **Contractual Services for IT Infrastructure.** The City has entered into an agreement with AVATARA/Net One for the provision of a cloud based service for access to various documents required for the operation of local government business activities, which activities includes provisions for the management of SID related water, sewer, re-use and drainage related documents. The City and SID shall share in the annual pro-rata share of these contractual services on a 60%/40% basis for this year and all subsequent years as costs may increase with increased demands for services. The Parties' may renegotiate the pro-rata cost share in future years as the needs dictate.

4. **Contractual Services for Permitting Software.** The City has entered into an agreement with Blue Prince/Harris Computer Corporation for the issuance, tracking and permitting of all building department functions, which activities includes provisions for the management of SID related water, sewer, re-use and drainage related permit applications. The City and SID shall share in the annual pro-rata share of these contractual services on a 70%/30% basis for this year and all

subsequent years as costs may increase with increased demands for services. The Parties' may renegotiate the pro-rata cost share in future years as the needs dictate.

5. Contractual Services for Copier /Document Management. The City has entered into an agreement with Toshiba for the leasing of a copier, scanner and document management services. The agreement is based upon a state bid contract. The City and SID shall share in the annual pro-rata share of these contractual services on a 90%/10% basis for this year and all subsequent years as costs may increase with increased demands for services. The Parties' may renegotiate the pro-rata cost share in future years as the needs dictate.

6. Contractual Services for GIS System. The City has entered into an agreement with Florida Technical Consultants for the creations and management of a GIS database system for the City of Westlake, which database includes the mapping and management of SID related utilities located within the City. The City and SID shall share in the annual pro-rata share of these contractual services on a 60%/40% basis for this year and all subsequent years as costs may increase with increased demands for services. The Parties' may renegotiate the pro-rata cost share in future years as the needs dictate.

7. Contractual Services for ArcGIS Online. The City has entered into an agreement with ArcGIS Online for the of an online public GIS system for the City's website data, which will serve the needs of the City and SID. The City and SID shall share in the annual pro-rata share of these contractual services on a 50%/50% basis for this year and all subsequent years as costs may increase with increased demands for services. The Parties' may renegotiate the pro-rata cost share in future years as the needs dictate.

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

ATTEST: **SEMINOLE IMPROVEMENT DISTRICT**

By: _____ By: _____
Secretary Scott Massey, President

Dated: _____, 2018

DISTRICT ATTORNEY
Approved as to form and legal sufficiency

By: _____

Date: _____

ATTEST:

Clerk

CITY OF WESTLAKE, FLORIDA
BY ITS CITY COUNCIL

By: _____
Clerk, Sandra DeMarco

By: _____
Roger Manning, Mayor

Printed Name: _____

Dated: _____, 2018

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
City Attorney, Pam E. Booker

By: _____
District Attorney, Robert P. Diffenderfer

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Ken Cassel, District Manager

By: _____
Ken Cassel, City Manager

Fifteenth Order of Business



Fire Rescue

Chief Michael Mackey
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

July 19, 2018

Ken Cassel, Village Manager
City of Westlake
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Dear Mr. Cassel:

Enclosed is the Response Time Report for the City of Westlake for the month of June 2018.

If you have any questions of concerns, please contact me at 561-214-3263

Sincerely,

A handwritten signature in blue ink that reads "William Rowley".

William Rowley, District Chief
Palm Beach County Fire Rescue

*"An Equal Opportunity
Affirmative Action Employer"*



7/12/2018

Palm Beach County Fire Rescue

Westlake Response Time Report

20180601 to 20180630

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:													
F18101257	22	SEMINOLE PRATT WHITNEY RD WLK	06/14/2018		13:43:40	13:43:49	13:44:07	13:52:35	14:34:46	0:00:34	0:00:18	0:08:28	0:09:20
Average Response Times:										0:00:34	0:00:18	0:08:28	0:09:20
Corrupt Data:													
F18109021	22	SEMINOLE PRATT WHITNEY RD WLK	06/27/2018		23:56:21	23:56:30		23:59:58	00:18:19	Empty Time Fields			

Total number of Events: 2

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



7/12/2018

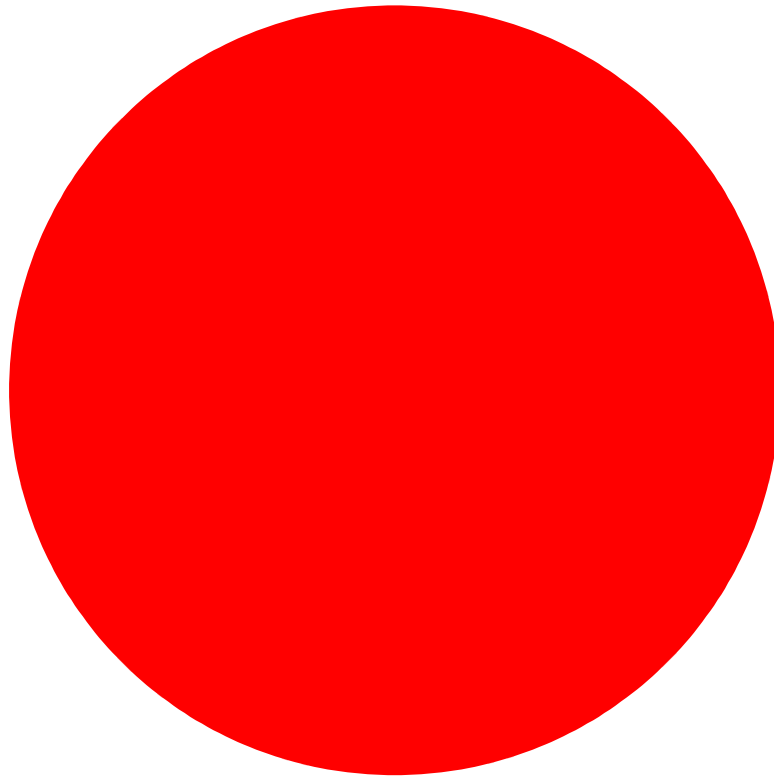
Palm Beach County Fire Rescue

Westlake - # of Calls by Type

20180601 to 20180630

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	2
Total number of Events:	2

Calls by Situation Dispatched



■ Medical Calls:

Sixteenth Order of Business

District 15 City of Westlake Monthly Report: July 2018



Calls for Service	Monthly
Business/Residence Checks	249
Traffic Stops	46
Calls for Service (Excluding 1061's)	89
All CAD Calls – Total*	338

Traffic Summary	Monthly
Warnings (Written and Verbal)	41
Citations	5
Total	46

Data Source: CrimeView Dashboard
*Omit Miscellaneous Calls

Summary: During the month, there were 338 generated calls within the district. 87% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Sexual Assault	0
Robbery	0
Burglary - Residential	0
Burglary - Vehicle	0
Burglary - Business/Construction	1
Theft	0
Motor Vehicle Theft	0
Vandalism	0
Fire	0
Total	1

Construction Burglary:

- **S21C: 18-099232 at E Sycamore Dr/ Seminole Pratt Whitney Rd reported on 7/20/18 occurred between 7/19/18-7/20/18.**

Unknown suspect(s) opened the garage at listed address and removed the Liftmaster Security Plus garage door opener. No further information at this time.