

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Discussion Meeting 6:00-6:55 PM (Non-Agenda Items Workshop)

AGENDA

JULY 6, 2021 - 7:00 - 10:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 4)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" to be acknowledged as part of the official public record for the meeting. The Town Council meeting will be live-streamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

1. Approval of **Resolution No. 2021-31** appointment of Janet Eick as a regular member of the Finance Audit and Advisory Committee (FAAC).
2. Approval of **Resolution No. 2021-34** Regularly Scheduled First Meeting Date in September 2021.
3. Approval of **Resolution No. 2021-35** Entering into Building and Code Enforcement Piggyback agreements.

PUBLIC HEARING

4. Approval of **Resolution No. 2021-30** the Culver's Restaurant Site plan for land owned by BW Solar Sportsystems, Inc., consisting of 1.39 acres more or less, located on the north side of Southern Boulevard east of "B" Road Loxahatchee Groves, Florida, legally described in Exhibit "A" to this Resolution; providing for severability; providing for conflicts; and providing for an effective date. (**Quasi-Judicial**)
5. Approval of **Ordinance No. 2021-06** amending Article 10 definitions, abbreviations and construction of terms, Section 10-15 definitions of its Unified Land Development Code to revise the definition of height: providing for conflict, severability, codification, and an effective date.
6. Approval of **Ordinance No. 2021-05** amending Article 1, in General, and Article III, Collection of Waste Franchises and Registration of Contractors authorized, of Charter 38, Solid Waste, Loxahatchee Groves Code; providing for conflict; providing for severability; providing for codification; and providing an effective date.

REGULAR AGENDA

7. Approval of **Resolution No. 2021-32** establishing the Town’s preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for the fiscal year beginning October 1, 2021, proposed at \$450/unit for residential curbside service which is the same rate as for FY 2021, the current year.
8. Approval of **Resolution No. 2021-33** establishing the Town’s preliminary ad valorem millage rate of 3 mills for Truth-in-Millage (“TRIM”) purposes for the fiscal year beginning October 1, 2021, proposed at 3 mills which is the same rate as for FY 2021, the current year.

The Town Council will sit as the Board of Supervisors for the Loxahatchee Groves Water Control Dependent District for item 9.

9. Approval of **Resolution No. 2021- DD03** establishing the district’s preliminary Road & Drainage non-ad valorem assessment rate for the fiscal year beginning October 1, 2021, proposed at \$200/unit which is the same rate as for FY 2021, the current year.
10. Discussion of Road Abandonment Memo.
11. Paving Estimates for Minor Roads:
 - a. 22nd Road North \$38,621
 - b. Flamingo Road \$24,637
 - c. Los Angeles Drive \$24,637
 - d. Paradise Trail \$24,520
 - e. Raymond Drive \$51,205
 - f. San Diego Drive \$37,460

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)
Laura Danowski (Seat 2)
Marianne Miles (Seat 3)
Marge Herzog (Seat 5)
Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager
Assistant Town Manager
Town Attorney
Public Works Director
Town Clerk

ADJOURNMENT

Comment Cards:

Note public comment rules are modified during the COVID-19 pandemic, see above.

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting 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 included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



Agenda Item #1

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Approval of Resolution 2021-31 FAAC Appointment

Background:

Ms. Janet Eick, currently an alternate, is being nominated as a regular voting member of the Finance Audit and Advisory Committee (FAAC) by Councilmember Miles as her appointee.

Recommendations:

Staff recommends that a motion be made to approve Resolution No. 2021-31 appointing Janet Eick as a regular voting member of the Finance Audit and Advisory Committee (FAAC).

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JANET EICK AS VOTING MEMBERS OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council by resolution established the “Finance Advisory and Audit Committee” to review the Town’s Finance Advisory and Audit Committee (FAAC) and advise the Town’s Council as to suggested revisions to the FAAC; and

WHEREAS, the Town Council has adopted several Resolutions amending the initial resolution; and

WHEREAS, the FAAC is comprised of five voting members appointed by individual Town Council Members through adoption of a resolution; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to make appointment to the FAAC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, as follows:

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Finance Audit and Advisory Committee (FAAC) for a term of (1) year:

Marianne Miles

Janet Eick

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. . This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARINANNE MILES, COUNCIL MEMBER	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-__ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS TO LEGAL FORM:

Phillis Maniglia, Council Member

Marianne Miles, Council Member

Town Attorney

Margaret Herzog, Council Member

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Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

DATE: July 6, 2021

SUBJECT: Amending a Regularly Scheduled Meeting Date for The First Meeting in September 2021.

Background:

Rule 2.1 of the adopted Town Council Rules of Order and Procedure sets the regular meeting of the Town Council as the first Tuesday of each month at 7:00 p.m., which may be changed from time to time as needed by a majority vote of the Town Council.

Recommendations:

Staff recommends changing the date and time of its first meeting in September 2021 from September 7th to September 8, 2021, at 7:30 p.m.

RESOLUTION NO. 2021-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS REGULARLY SCHEDULED MEETING DATE FOR THE FIRST MEETING IN SEPTEMBER 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rule 2.1 of the adopted Town Council Rules of Order and Procedure sets the regular meeting of the Town Council as the first Tuesday of each month at 7:00 p.m., which may be changed from time to time as needed by a majority vote of the Town Council; and

WHEREAS, the Town Council desires to change the date and time of its first meeting in September 2021 to September 8, 2021, at 7:30 p.m.; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to make this change.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby changes the date and time of its first meeting in September to September 8, 2021, at 7:30 p.m. and directs the Clerk to notice the meeting accordingly.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 6th DAY OF July 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

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Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: July 6, 2021

SUBJECT: Approval Resolution No. 2021-35 entering into Piggyback Agreements for Building Department Services and Code Compliance Services

Background:

On May 18, 2021, the Town Council directed staff to bring back an executable contract with SAFEbuilt for “turnkey” building department services, including a Certified Building Official, plans review, permitting, inspection, and related services as well as code enforcement. Staff has prepared a Piggyback Agreement for Building Department Services based on the competitively awarded Contract between SAFEbuilt Florida, LLC and Okeechobee County and a Piggyback Agreement for code compliance services based on the competitively awarded Contract between Calvin, Giordano & Associates, Inc. and the Village of Estero. SAFEbuilt Florida, LLC and Calvin, Giordano & Associates, Inc. are each a wholly owned subsidiary of SAFEbuilt, LLC.

The Town is currently providing for Building Department Services through an Interlocal Agreement with Palm Beach County that runs per fiscal year. The Interlocal Agreement may be terminated upon sixty (60) days written notice prior to the end of the current fiscal year. The County is amenable and has agreed to begin transition plan upon Council approval of the SAFEbuilt agreements. Part of the transition process will be adoption of an all-inclusive building and permitting fees schedule prior to October 1. The current Town and PBC fee schedules are attached for reference.

The Town Manager previously took action to terminate the Town’s contract for code compliance services with C.A.P. Government, Inc. and entered into interim Professional Services Agreements between the Town and Calvin, Giordano & Associates, Inc. for code and certain building services (primarily FDAs), in compliance with the Town’s Purchasing Ordinance and Manual. The interim Professional Services Agreements will automatically terminate upon the Town entering into the Piggyback Agreements with Calvin, Giordano & Associates, Inc. for code compliance and building services.



The estimated fiscal impact of these turnkey services are estimated to be as follows in FY 2022:

Building & Permit Revenues	<u>\$ 26,500</u>
Permit Tech	\$ 52,000
Code Officer	<u>\$ 108,000</u>
Total Cost	<u>\$ 160,000</u>
Net Cost	<u><u>\$ 133,500</u></u>

¹ % of Fee negotiable after 12 months

² 50/50 split of Permit Tech costs between % of fee and hourly schedule

³ Code Inspector 24 hours a week or 3 days a week

⁴ Additional 6 hours of Code Support added to the 24 proposed to review, establish, improve process and revise implement ordinances as needed.

The estimated net costs of \$133,500 reflected above are less than the historical net cost of prior years' permit tech and code officer costs which were \$192,500 and \$198,100 in 2017 and 2018, respectively, prior to the moratorium on code activities and termination of the management contract. The last code contractor (CAP) has been billing at a cost of \$9,000 to 12,000 per month which is also greater than the total turnkey contract costs anticipated with SAFEbuilt.

Recommendations:

Staff recommends the following motions:

- Move that the Town Council direct staff to provide notice of termination of the Interlocal Agreement for Planning and Building Permitting and Inspection Services to Palm Beach County effective October 1, 2021
- Move that the Town Council approve Resolution No. 2021-35 entering into Piggyback Agreements for Building Department Services with SAFEbuilt Florida, LLC. and Code Compliance Services with Calvin, Giordano & Associates, Inc. effective August 1, 2021.

RESOLUTION NO. 2021-35

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING OTHER GOVERNMENT AGENCY CONTRACTS; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133 of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, the Town is in need of reliable sources for goods and services relating to Building Department and Code Compliance; and

WHEREAS, the Town Administration has researched and located several government agency contracts for goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contracts; and

WHEREAS, the Town Council has previously considered information and heard presentations from potential vendors; and

WHEREAS, the Town Manager does not believe the Town could get better prices for the goods and services if the Town procured them itself; and

WHEREAS, the Town Manager recommends that the Town Council authorize the use of the local government contracts between Okeechobee County and SAFEbuilt Florida, LLC for

Building Department services and between the Village of Estero and Calvin Giordano & Associates, Inc. for Code Compliance services, and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to act in accordance with the recommendation of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the local government contracts between Okeechobee County and SAFEbuilt Florida, LLC for Building Department services and between the Village of Estero and Calvin Giordano & Associates, Inc. for Code Compliance services. The Mayor is authorized to execute any and all documents to implement the use of the other government contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use these other government contracts so long as they remain in effect, including renewals or extensions of the contracts by the other government agencies.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 6th DAY OF July 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

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Piggyback Purchasing Agreement

This Agreement for Building Department Services (“Agreement”) is made as of the _____ day of _____, 2021, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (the “TOWN”), and SAFEbuilt Florida, LLC, 3755 Precision Dr., Suite 140, Loveland, Colorado 80538, a limited liability company authorized to do business in the State of Florida (the “CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform building department services, including, but not limited to, management, building inspection, and plans review (“SERVICES”) for the TOWN; and,

WHEREAS, Okeechobee County through its competitive selection process awarded the Contract (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions.

4.1 The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. CONTRACT (including the Solicitation, Contractors Proposal and Contract).

4.2 The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to

mirror the CONTRACT which shall expire on November 30, 2022. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the

CONTRACTOR does not transfer the records to the TOWN.

- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov , OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall provide Indemnatee with counsel in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any

settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Insurance.

8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.

8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The

policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.

8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.

8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Elizabeth V. Lenihan, Town Attorney

CONTRACTOR: SAFEbuilt Florida, LLC, a Delaware
limited liability company
By: SAFEbuilt, LLC, its sole member

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by _____, as _____ of _____, a limited liability company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT “A”
LIST OF SERVICES

I. LIST OF SERVICES

Building Official Services

- ✓ Provide a designated Building Official for the TOWN
- ✓ Manage and help administer the department and report to the TOWN’S designated official
- ✓ Be a resource for CONTRACTOR team members, TOWN staff, and applicants
- ✓ Help guide citizens through the complexities of the codes In order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how *they* may impact projects in the area
- ✓ Oversee CONTRACTOR’S quality assurance program and will make sure that CONTRACTOR is meeting its agreed upon performance measurements and TOWN’S expectations
- ✓ Provide training for CONTRACTOR’S inspectors on TOWN adopted codes and local amendments as needed
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other TOWN departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without code compliance of all applicable departments/divisions
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for the TOWN-frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with TOWN staff to establish and/or refine building department processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Be the main point of contact from CONTRACTOR for the TOWN
- ✓ Issue stop-work notices for non-conforming activities - as needed

Building. Plumbing. Mechanical and Electrical Inspection Services

- ✓ Perform consistent code compliant Inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite Inspection consultations to citizens and consultants while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket
- ✓ Discuss Inspection results with site personnel

Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and Interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Reporting Services

CONTRACTOR will work to develop a reporting schedule and format that meets the TOWN'S needs. CONTRACTOR can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other Items that are of special interest to TOWN.

2. TOWN OBLIGATIONS

- ✓ All fees will be collected by the TOWN
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, use of photocopier and fax machine
- ✓ TOWN shall provide CONTRACTOR with a list of requested inspections and supporting documentation
- ✓ Provide CONTRACTOR with remote access to the TOWN'S permitting software

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding TOWN holidays.

Deliverables	
INSPECTION SERVICES	Perform inspections within twenty-four (24) hours of receiving inspectionrequest(s) from the TOWN
MOBILE RESULTING	CONTRACTOR will provide its inspectors with field devices to enter results immediately

PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	CONTRACTOR will provide comments within the following timeframes:		
	<u>Project Type:</u>	First Comments	Second Comments
	Single family within Multi-family within Small commercial within (under \$2M in valuation) Large commercial within	5 business days 10 business days 10 business days 15 business days	5 business days or less 5 business days or less 5 business days or less 10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT “B”
FEE SCHEDULE FOR SERVICES

1.FEE STRUCTURE

CONTRACTOR fees for Services provided pursuant to this Agreement will be as follows:

Building Department Service Fees	
90% of fees collected based on Exhibit C: Town Permit Fee Schedule	
Activities/Meetings where no permit fee is generated (As requested with prior written approval by Town)	
Normal Business Hours- 8:00am to 5:00pm	\$50.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$68.00 per hour – one (1) hour minimum
Time tracked will include travel time from CONTRACTOR’S office to the TOWN or Inspection Site	

2.INVOICE & PAYMENT STRUCTURE

CONTRACTOR will invoice the TOWN on a monthly basis and provide all supporting documentation. All payments are due to CONTRACTOR within 45 days of invoice date. The TOWN may request additional information before approving the invoice. When additional information is requested the TOWN will identify specific disputed item(s) and give specific reasons for any request. If additional Information Is requested, TOWN will submit payment within thirty (30) days of resolution of the dispute. All invoicing and payment will be in accordance with the Local Government Prompt Payment Act.

EXHIBIT “C”
TOWN PERMIT FEE SCHEDULE

Developing an updated Permit Fee Schedule, inclusive of services currently provided directly by the Town and services currently provided by the County through Interlocal Agreement, is part of the transition services. An all-inclusive Permit Fee Schedule will be adopted by the Town prior to October 1, 2021, which will be made a part of this Agreement upon adoption.

EXHIBIT “D”
OKEECHOBEE COUNTY CONTRACT

EXHIBIT “E”
OKEECHOBEE COUNTY RFQ 2019-10 BUILDING DEPARTMENT SERVICES

EXHIBIT “F”
SAFE BUILT RESPONSE TO RFQ 2019-10 BUILDING DEPARTMENT SERVICES

**MASTER AGREEMENT FOR PROFESSIONAL
SERVICES**

*

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter called the "Agreement") made and entered into this ____ day of ____ by and between **OKEECHOBEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and **SAFEbuilt Florida, LLC**, a Foreign Limited Liability Company, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County; and

WHEREAS, the COUNTY has full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, the CONSULTANT is in the business of providing building department management, building inspection services, building plan review, and management of Construction Industry Licensing Meetings in Okeechobee County and elsewhere in the State of Florida; and

WHEREAS, the CONSULTANT is competent and has sufficient manpower, training and technical expertise to perform the services contemplated in this Agreement in a timely and professional manner consistent with the standard of the industry in which CONSULTANT operates; and

WHEREAS, the CONSULTANT was the successful bidder of a service competitively bid and identified as " Building Department Services RFQ2019-10 which satisfies the COUNTY'S Procurement Policy; and

WHEREAS, the CONSULTANT agrees to provide such goods and services as more particularly described in this Agreement, as well as in that certain RFQ#2019-10 and any bid or quotation documents issued in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** THAT the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement and are hereby ratified and made a part of this Agreement.
2. **Specific Provisions.** THAT the parties hereby agree to the following specific provisions:
3. **Description or Work.** The COUNTY hereby retains CONSULTANT to furnish the goods and services as described in the COUNTY's RFQ 2019-10, and as outlined in the CONSULTANT's Scope of Services, attached hereto as Exhibit "A" which is attached hereto and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of

the body of this Agreement.

- a. CONSULTANT must provide all labor, materials, equipment and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- b. CONSULTANT must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposal (**RFP**), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the COUNTY, together with any addenda, hereinafter, the "Bid Documents". The Bid Documents are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

4. **Payment for Services.**

- a. **Payment of Building Department Services:** CONSULTANT will receive from COUNTY 90% of all revenue collected each month in accordance with **Exhibit "C" Okeechobee County Building Department Permit Fees**. CONSULTANT must invoice this revenue collection separately each month and provide backup documentation for each invoice to the COUNTY for payment of same.

- 1. Percentage of revenue collected each month in accordance with Exhibit "C" will be reviewed within one year after the effective date of this Agreement, or sooner if the Building Department Permit Fee Schedule is amended within such one-year period; provided however that in no event will such percentage exceed 90% during the term of this Agreement.

- b. **Payment for Construction Licensing Fees:** CONSULTANT will receive from COUNTY 100% of all licensing fees collected each month for Continuing Licensing Fees. CONSULTANT must invoice licensing fee collections separately each month and provide backup documentation for each invoice to the COUNTY for payment of same.

- c. **Payment for Services for Attendance and Management of Construction Licensing Board Meetings:** CONSULTANT will receive a flat rate fee of \$300 for each Construction Industry Licensing Meeting attended up to 6 hours, with an hourly rate thereafter of \$90 per hour for Building Official, \$55 per hour for Administrative (permit technician) and \$80 per hour for inspector. CONSULTANT must invoice this service separately each month and provide backup documentation for each invoice to the COUNTY for payment of same.

- d. CONSULTANT must perform all work required by the Scope of Services. The COUNTY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONSULTANT's obligations. Without limitation of the COUNTY's rights under this Agreement and applicable law, CONSULTANT must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONSULTANT.

- e. CONSULTANT guarantees to amend, revise, replace, or correct to the satisfaction of the COUNTY any error appearing in the work as a result of CONSULTANT's failure to comply with the warranties and representations contained herein. If the COUNTY deems it expedient to require CONSULTANT's to correct deficient or defective work, an equitable deduction from the contract price shall be made therefor, or in the alternative, the COUNTY, at its option, may seek damages.

- f. Neither inspection nor payment, including final payment, by the COUNTY will relieve

CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

g. CONSULTANT is prohibited from placing a lien on any property owned by the COUNTY. This prohibition applies to any of CONSULTANT's sub-consultants, suppliers, **and** employees.

5. **Term.** This Agreement has a Term of three (3) years, beginning December 1, 2019 and ending November 30, 2022 and may be renewed for up to three (3) additional one (1) year Terms, upon agreement of the parties in writing, unless sooner terminated under the terms of this Agreement.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the COUNTY in whole or in part at any time without cause by the COUNTY giving written notice to CONSULTANT not less than 60 days prior to the date of termination; provided, however that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the COUNTY or CONSULTANT giving written notice to the other party not less than ten (10) days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. COUNTY's Project Manager: Robbie L. Chartier, County Administrator.
- b. CONSULTANT's Project Manager: Tom Walsh, SAFEbuilt Regional Operations Manager.

8. Notices. All notices to the parties under this Agreement shall be in writing and sent certified mail to

- a. To COUNTY: Okeechobee County Board of County Commissioners, Attention: County Administrator, 304 NW 2nd Street, Okeechobee, Room 123, Florida 34972;
- b. To CONSULTANT: SAFEbuilt, LLC., Attention: Greg Toth, President 3755 Precision Drive, Suite 140, Loveland, CO 80538.

9. Insurance.

- a. The CONSULTANT must maintain such insurance as will fully protect both CONSULTANT and the COUNTY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONSULTANT, any sub-consultant, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required in this Agreement must not be less than the amount described in the Bid Documents. If the Bid Document do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
1. Workers' Compensation (unless exempt) with Employer's Liability with a limit of \$100,000.00 each accident, \$100,000.00 each employee, \$500,000.00

- policy limit for disease;
- ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent CONSULTANTS, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury, and advertising injury.
 - iii. Professional Liability: CONSULTANT and its officers, employees and/or agents will provide the COUNTY a Certificate of Insurance evidencing professional liability insurance with limits not less than \$ 1,000,000 (minimum) aggregate with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement, including but not limited to design errors and omissions. CONSULTANT must maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of completion of any work performed under this Agreement. In the event that CONSULTANT goes out of business during the Term of this Agreement or the three (3) year period described hereinabove, CONSULTANT must purchase Extended Reporting Coverage for claims arising out of CONSULTANT's negligent acts, errors, and omissions during the term of the Professional Liability Policy.
 - iv. Automotive & Automotive Equipment: \$300,000 (minimum) Combined Single Limits (CSL) for bodily injury; to include hired and non-owned.
 - v. CONSULTANT must furnish the COUNTY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured and Loss Payee on all policies required by paragraph 9 except Workers' Compensation and Professional Liability. In the event the insurance coverage expires prior to the completion of the Project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the COUNTY before commencement of any work activities.
 - vi. CONSULTANT must ensure that any and all of CONSULTANT's sub-consultants comply with all insurance requirements of sub-paragraph 9.a., including the requirement to include the COUNTY and CONSULTANT as an additional insured and Loss Payee on their general liability and automotive insurance policies.
 - vii. All deductible amounts shall be paid for and be the responsibility of CONSULTANT for any and all claims under this Agreement.
 - viii. Indemnification: Any contract negotiated with the selected firm shall contain a provision which Indemnifies and holds harmless Okeechobee County, its officers and employees from and against all claims, suits, sanctions, damages or causes of actions resulting from any personal injury, loss of life or damage to property which results from the performance of services by said firm, CONSULTANT shall furnish the COUNTY Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf, before beginning its performance under this Agreement and the County shall be specifically included as an additional insured or loss payee on all policies except Worker's Compensation. In the event insurance coverage expires prior to the completion of this agreement, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must

be on file with and approved by the COUNTY before commencement of any work activities.

- ix. Said insurance coverage procured by CONSULTANT as required herein shall be considered, and CONSULTANT agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to CONSULTANT, and that any other insurance, or self-insurance available to CONSULTANT shall be considered secondary to, or in excess of, the insurance coverage(s) procured by CONSULTANT as required herein.
- x. Nothing herein shall be construed to extend COUNTY's liability beyond that provided in section 768.28, Florida Statutes.

10. General Provisions. That the parties hereby agree to the following general provisions:

- a. **Representation of the CONSULTANT.** CONSULTANT represents that it has technical expertise and training to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the profession. CONSULTANT will provide a designated Building Official **for** Okeechobee County.
- b. **Representation of the County.** The COUNTY represents that it is duly organized and existing as a political subdivision of the State of Florida. Further, the COUNTY has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and for control over the services to be provided.
- c. **Personal Nature of Agreement; Assignment.** The parties acknowledge that the COUNTY places great reliance and emphasis upon the knowledge, expense, training, and personal abilities of CONSULTANT. Accordingly, this Agreement is personal and CONSULTANT shall not assign or delegate any rights or duties hereunder without the specific written consent of the COUNTY. In the event CONSULTANT requires the services of any sub-consultant or professional associate in connection with the work to be performed under this Agreement, CONSULTANT shall obtain the written approval of the COUNTY Project Manager prior to engaging such sub-consultant or professional associate.
- d. **Independent CONSULTANT.**
 - 1. It is specifically agreed that CONSULTANT is deemed to be an independent CONSULTANT and not a servant, employee, joint adventurer or partner of the COUNTY. It is further agreed that no agent, employee, or servant of CONSULTANT shall be deemed to be the agent, employee, or servant of the COUNTY. None of the benefits, if any, provided by the COUNTY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the COUNTY to the employees, agents, or servants of CONSULTANT. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and sub-consultants during the performance of this Agreement. Although CONSULTANT is an independent CONSULTANT, the work contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to the CONSULTANT, the CONSULTANT's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The COUNTY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf

of CONSULTANT.

- ii. CONSULTANT shall bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONSULTANT agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

e. Indemnification.

- i. CONSULTANT shall indemnify and hold the COUNTY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the COUNTY, or its agents, officers, or employees, arising directly or indirectly from CONSULTANT's performance under this Agreement or by any person on CONSULTANT's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This shall include persons employed or utilized by CONSULTANT (including CONSULTANT's agents, employees, and sub-consultants). CONSULTANT shall further indemnify the COUNTY against any claim that any product purchased or licensed by the COUNTY from CONSULTANT under this Agreement infringes a United States patent, trademark, or copyright. The parties agree that CONSULTANT has received consideration for this indemnification, and any other indemnification of the COUNTY by CONSULTANT provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONSULTANT, by CONSULTANT's execution of this Agreement. CONSULTANT's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy.
- ii. That in the event that any claim in writing is asserted by a third party which may entitle the COUNTY to indemnification, the COUNTY shall give notice thereof to CONSULTANT which notice shall be accompanied by a copy of statement of the claim. Following the notice, CONSULTANT shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONSULTANT shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the COUNTY decides to participate in the proceeding or defense, the COUNTY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONSULTANT, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- 111. That the indemnification provisions of this paragraph shall survive the termination of this Agreement.
- iv. Nothing herein shall be construed to extend the COUNTY's liability beyond that provided in section 768.28, Florida Statutes.

f. **Bid Documents.** Any request for proposals (RFP), request for qualifications (RFQ), bid specifications, or other similar documents issued for this service by the COUNTY, together with any addenda, are considered the "Bid Documents" and are hereby incorporated into this contract by reference. CONSULTANT agrees to abide by all the terms, conditions and requirements of the Bid Documents which are declared to be a material part of this Agreement and are hereby attached as Exhibit "D" and incorporated herein by reference.

g. **Conflicts.** Should the CONSULTANT have an unavoidable conflict of interest, (none of which are anticipated, and which the CONSULTANT agrees to not intentionally create), the CONSULTANT shall assist the COUNTY in retaining an appropriate service provider for the matter in which the conflict exists.

h. Public Records.

i. The CONSULTANT is a "contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the COUNTY to perform the service.
 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under COUNTY's procedures or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of the physical form, made or received in connection with this Agreement.
- iii. Should CONSULTANT assert any exemptions to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon CONSULTANT.
- iv. CONSULTANT consents to the COUNTY's enforcement of CONSULTANT's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONSULTANT shall pay all court costs and reasonable attorney's fees incurred by COUNTY.

- v. CONSULTANT's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONSULTANT shall be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.
 - vi. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 , FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY ADMINISTRATOR, AT RCHARTIER@CO.OKEECHOBEE.FL.US 863-763-6441, EXT 1 ; 304 NW 2ND STREET, ROOM 123,OKEECHOBEE, FL 34972.**
- i. Federal or State funding. If any portion of the funding for this Agreement is derived from the Federal Government, the State of Florida, or any department of the Federal or State Government, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTACTOR shall make inquiry from the COUNTY 's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. E- Verify. CONSULTANT shall expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the Term of this Agreement.
 - ii. Agency. CONSULTANT agrees and acknowledges that it, its employees, and its sub-consultants are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the COUNTY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida , and all officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT and person employed or utilized by CONSULTANT in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY's sovereign immunity.
 - iv. Workers' Compensation insurance. CONSULTANT must provide Workers' Compensation Insurance in accordance with Florida 's Workers' Compensation law for all employees. If subcontracting any of the work, CONSULTANT must ensure that the subcontractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONSULTANT must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONSULTANT must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent CONSULTANTS, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
 - v. Liability Insurance. CONSULTANT shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the

Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONSULTANT shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under this Agreement, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible CONSULTANT shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the COUNTY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The COUNTY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The COUNTY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to provide and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the COUNTY or the State of Florida may have.

- vi. Inspections. CONSULTANT shall permit, and require its sub-consultants to permit, the COUNTY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. CONSULTANT shall comply with §20.055(5), Florida Statutes and shall incorporate in all subcontracts the obligation to comply with §20.055(5), Florida Statutes.

11. Miscellaneous Provisions. THAT the parties hereby agree to the following miscellaneous provisions:

- a. **Non-Discrimination.** That CONSULTANT shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement. CONSULTANT shall take all measures necessary to effectuate these assurances.
- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONSULTANT recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing,

authorized, and signed by the authorized County representatives.

- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Compliance with Laws.** The CONSULTANT, its employees, sub-consultants or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.
- f. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONSULTANTs work product, services, or materials shall not be construed to operate as a waiver of any of the COUNTY's rights under this Agreement, or of any cause of action the COUNTY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- i. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- j. **Amendment.** This Agreement may be amended only with the written approval of the parties.
- k. **Law; Venue.** This Agreement is being executed in Okeechobee County, Florida and shall be governed in accordance with the laws of the State of Florida. Okeechobee County, Florida, shall be the venue of any action thereon.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF. the parties hereto have executed and delivered this instrument on the day and year indicated above and the signatories below to bind the parties set forth herein.

OKEECHOBEE COUNTY, a
political subdivision of the State of
Florida

By:

ATTEST:

Approved as to form and legality:

SAFEbuilt Florida, LLC

By:

(CORPORATE SEAL)

ATTEST:

STATE OF FLORIDA
COUNTY OF _____, Secretary

The foregoing instrument was sworn to and subscribed before me this day of , by and
authorized agent of SAFEbuilt Florida, LLC, who is personally known to be or who has produced
as identification.

Signature of Notary Public – State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

EXHIBIT A- LIST OF SERVICES

I. LIST OF SERVICES

Building Official Services

- ✓ Provide a designated Building Official for the County
- ✓ Manage and help administer the department and report to the County's designated official
- ✓ Be a resource for Consultant team members, County staff, and applicants
- ✓ Help guide citizens through the complexities of the codes In order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how *they* may Impact projects in the area
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and *your* expectations
- ✓ Provide training for our inspectors on County adopted codes and local amendments as needed
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other County departments
- ✓ Oversee certificate of occupancy Issuance to prevent issuance without code compliance of all applicable departments/divisions
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for the County-frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with County staff to establish and/or refine building department processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Be the main point of contact from Consultant for the County
- ✓ Issue stop-work notices for non-conforming activities - as needed

Building. Plumbing. Mechanical and Electrical Inspection Services

- ✓ Perform consistent code compliant Inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite Inspection consultations to citizens and CONSULTANTS while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket
- ✓ Discuss Inspection results with site personnel

Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise In the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and Interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices

- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Additional Services

- ✓ Specialty/local CONSULTANT licensing
- ✓ Preparation of agenda packets/minutes for the Construction Industry Licensing Board meeting and Code Enforcement Board/Magistrate (where topic involves violation of licensing or building code regulations) pursuant to section 12.01.03, Okeechobee County Code

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other Items that are of special interest to you.

2. COUNTY OBLIGATIONS

- ✓ All fees will be collected by the County
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, use of photocopier and fax machine
- ✓ County shall provide Consultant with a list of requested inspections and supporting documentation
- ✓ Provide Consultant with remote access to the County's permitting software

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding County holidays.

Deliverables			
INSPECTION SERVICES	Perform inspections within twenty-four (24) hours of receiving inspection request(s) from the County		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes:		
	<u>Project Type:</u>	First Comments	Second Comments
	Single family within	5 business days	5 business days or less
	Multi-family within	10 business days	5 business days or less
	Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	Large commercial within	15 business days	10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT B- FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Building Department Service Fees	
90% of fees collected based on Exhibit C: County Building Department Fee Schedule	
Activities/Meetings where no permit fee is generated (As requested with prior written approval by County)	
Normal Business Hours- 8:00am to 5:00pm	\$50.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$68.00 per hour – one (1) hour minimum
Time tracked will include travel time from Consultant's office to the County/Inspection Site	

2. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the County on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The County may request additional information before approving the invoice. When additional information is requested the County will identify specific disputed item(s) and give specific reasons for any request. If additional Information Is requested, County will submit payment within thirty (30) days of resolution of the dispute.

EXHIBIT C- COUNTY FEE SCHEDULE

Attached as a separate file.

PUBLIC NOTICE

OKEECHOBEE COUNTY, FLORIDA REQUEST FOR QUALIFICATIONS BUILDING DEPARTMENT SERVICES

Okeechobee County RFQ # 2019-10

Notice is hereby given that Okeechobee County, Florida, is inviting interested firms to submit qualifications documents to provide Building Department Services, including the intake and review of building permit applications, the issuance of building permits, plans review services, building inspection services, building official services and contractor licensing services. This agreement shall be for an initial term of three (3) years, with three successive one (1) year renewal options.

Qualifications documents to provide Building Department Services within the scope of this Request for Qualifications (RFQ) shall include a letter of transmittal, organizational profile and Firm's qualifications, resumes of individuals to perform the work, scope of services proposed, public entity crimes affidavit, and other pertinent data as outlined in the information regarding the Firm.

Interested firms shall submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (PDF/A) format in a sealed enclosure bearing the name and address of the responding firm and the words BUILDING DEPARTMENT SERVICES prior to 4:00 p.m. local time on Tuesday, July 9, 2019 at the Okeechobee County Historic Courthouse, County Administrator's Office, Room 123, 304 NW 2nd Street, Okeechobee, FL 34972. Submittals received after the time and date specified will not be considered. No pre-submittal meeting will be held.

Okeechobee County accepts no responsibility for any expense related to preparation or delivery of qualifications documents. Okeechobee County reserves the right to reject any and all submittals, to waive technical errors and informalities in any or all qualifications documents, to re-advertise for RFQs, and to accept the submittal or any portions thereof, which, in its sole judgment, best serves the public interest.

An RFQ document can be obtained from the County website at www.co.okeechobee.fl.us. Click on Bids and Proposals on the homepage.

Direct RFQ inquiries to William Royce, Community Development Director, at (863) 763-5548 or by email to planning@co.okeechobee.fl.us.

Okeechobee County is an Equal Employment Opportunity Employer.

Terry W. Burroughs, Chair
Board of County Commissioners
Okeechobee County, Florida

Sharon Robertson, Clerk and Comptroller
Board of County Commissioners
Okeechobee County, Florida

Publish June 7, 2019

**OKEECHOBEE COUNTY, FLORIDA
REQUEST FOR QUALIFICATIONS
BUILDING DEPARTMENT SERVICES**

Okeechobee County RFQ # 2019-10

SCOPE OF SERVICES

INTRODUCTION AND BACKGROUND

With this Request for Qualifications (RFQ), Okeechobee County is soliciting submittals from qualified firms to provide complete Building Department Services for unincorporated Okeechobee County, Florida. The successful firm will provide all professional and technical services for operating a building department, including intake and review of building permit applications, issuance of building permits, review of construction plans, performing building inspections, services pertaining to contractor licensing, and acting as County Building Official in accordance with Chapter 468.604, F.S. and functioning as the director of the Building Department.

The agreement for the provision of Building Department Services shall be for an initial term of three (3) years, with three successive one (1) year renewal options, subject to continuation of all terms and conditions, including pricing. There will be no guaranteed contract amount.

Okeechobee County, Florida, is a rural county in south-central Florida, on the north shore of Lake Okeechobee. The permanent population is around 41,000. Permitting activity has been fairly steady but with a noticeable increase following the 2017 storm season.

The table below shows the number of permit applications received, the number of building inspections performed, and total revenues from building permit, inspection and contractor licensing related activities for the last five full fiscal years, and the first six months of the current fiscal year.

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19 Oct. - Mar.
Applications	2,236	2,140	2,482	2,592	3,648	1,385
Inspections	4,005	4,253	5,303	5,519	7,777	3,810
Revenues	\$426,674	\$467,296	\$560,928	\$642,678	\$805,655	\$292,663

SCOPE OF SERVICES

The successful respondent will provide the full and complete services necessary to operate a County Building Department, such as:

1. Provide Building Official Services in accordance with Chapter 468.604, F.S.

2. Provide permit technicians or other staff for permit application intake, permit issuance, collection of fees, customer contacts and other related activities in operating the front office of a building department that operates weekdays, except holidays, from 8:00 a.m. to 5:00 p.m.
3. Review and process construction plans for issuance of building permits under the Florida Building Code (structural, electrical, mechanical, plumbing, floodplain management), including applications for all required certificates, licenses, and registrations.
4. Review plans for compliance with applicable county, state and federal codes and regulations and other building code requirements.
5. Perform all required building inspections associated with issued building permits in a timely manner, including inspections for compliance with county codes (structural, electrical, mechanical, plumbing, floodplain management, landscaping and zoning).
6. Perform other inspections as needed, including for existing buildings, business tax receipts, housing programs and the like.
7. Provide contractor licensing services including serving as staff to the local Construction Industry Licensing Board.
8. Maintain records of inspections and investigations.
9. Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.
10. Contact and meet with county officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns and attend county site plan technical review committee meetings.
11. Be available for emergency response when requested by the county during duty and after duty hours and during states of emergency.

The County will provide the office environment, including the permitting software, work spaces, desktop computers, local phone service, records retention, copiers, printers, and the like. The County will collect all fees. The County will provide access including remote access to the permitting software.

The successful respondent will provide consumable office products and materials and materials necessary for use by the Building Official, building inspectors and plans reviewers, including vehicles, ladders, cell phones and tablets. Cell phone numbers shall be provided to the County. Vehicles necessary to perform the services shall be maintained at the expense of the successful Firm.

Vehicles shall be kept clean, in good repair, free from leaking fluids, properly registered and insured, and shall bear the name of the company on each side of the vehicle.

While performing services outside of the office, all personnel shall wear a uniform shirt with the name or logo of the successful respondent identified on the shirt.

GENERAL RFQ PROVISIONS

Public Entity Crimes Affidavit: Respondents shall submit an executed Public Entity Crimes Affidavit with their qualifications documents (Exhibit 'A').

Addenda: Each respondent shall examine all documents associated with this RFQ and independently evaluate its provisions. Any inquiries concerning interpretation or clarification of information contained in the RFQ shall be directed to the Community Development Director by email to planning@co.okeechobee.fl.us.

Should substantive issues relating to this RFQ arise as a result of such inquiries received prior to 4:00 p.m. on June 18, 2019, a written addendum providing appropriate interpretation, clarification and/or additional information will be issued. On or prior to June 25, 2019, any addenda shall be posted on the County website and sent by email to any potential respondents that have requested such notification from the Community Development Department. However, it is the responsibility of all respondents to verify all addenda prior to submitting a response to the RFQ.

Legal Name: Submitted qualifications documents shall clearly indicate the legal name, address and telephone number of the firm, company, partnership and/or individual submitting the response. Submittals shall be signed in ink above the typed or printed name and title of the signatory who shall possess the authority to bind the respondent to the qualifications documents that are submitted. The submittal shall contain a statement that the respondent has received and fully understands the information contained in the RFQ and related documents.

Preparation Expenses: All expenses associated with the preparation and submission of qualifications documents in response to this RFQ shall be borne by the respondent.

Reservation of Rights: Okeechobee County hereby reserves the right to conduct such investigation(s) as it deems appropriate to determine the ability and capacity of any respondent to perform the work or provide the services required for this project.

Applicable Law: All laws and regulations of the federal, state and/or Okeechobee County governments shall apply to any contract for services which is let pursuant to this RFQ. The venue for any action arising out of such contract shall lie solely in the circuit court in and for Okeechobee County.

Insurance: The selected firm shall not commence work under any contract for services until valid proof of insurance is submitted as follows:

1. Professional Liability: \$1,000,000 (minimum) Combined Single Limits (CSL)
2. General Liability: Bodily injury and property damage \$500,000 (minimum) Combined Single Limits (CSL).
3. Automotive & Automotive Equipment: \$300,000 (minimum) Combined Single Limits (CSL) for bodily injury; to include hired and non-owned.
4. Worker's Compensation: As required by Chapter 440, Florida Statutes.
5. Okeechobee BOCC to be named as additional insured for general liability and automotive coverages.

Indemnification: Any contract negotiated with the selected firm shall contain a provision which indemnifies and holds harmless Okeechobee County, its officers and employees from and against all claims, suits, sanctions, damages or causes of actions resulting from any personal injury, loss of life or damage to property which results from the performance of services by said firm.

E-Verify: Any contract negotiated with the selected firm shall contain a provision to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the selected firm during the term of the contract.

Proprietary Information: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Qualifications and the responses are in public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosing, citing specifically the applicable exempting law.

All documents received from respondents in response to this Request for Qualifications will become the property of Okeechobee County and will not be returned to the respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County, unless otherwise specified in the Contract.

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

**RECORDS MANAGEMENT LIAISON OFFICER
OKEECHOBEE COUNTY
304 NW 2ND STREET
OKEECHOBEE, FLORIDA 32972
TELEPHONE: (863) 763-6441 Ext. 1
EMAIL: PUBLICRECORDS@CO.OKEECHOBEE.FL.US**

QUALIFICATIONS AND EXPERIENCE

Firms desirous of providing professional services to the County shall submit a summary of their qualifications to do so, including the following information:

Company Qualifications:

A brief but complete history of your company, including:

- Qualifications, experience and expertise of your company as a whole.
- Qualifications, experience and expertise of the individual employees who will provide the services to the county including general and specialty certifications.

Experience with other entities:

A list of similar services provided to municipalities and other governmental entities in Florida, including the following information:

- Name of the entity for which the work was performed.
- Brief description of the scope of the work.
- Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project (minimum of 3 references).

Other relevant information:

Provide any other information the firm feels is relevant to evaluating the firm's qualifications for the provision of these services to the county.

Supervision and Personnel:

Respondent must demonstrate how the operation will be supervised and what quality control policies will be in place for the service.

Records:

Respondent shall be required to maintain records in accordance with local, state, and federal public records retention requirements and shall be required to provide copies of public records upon request in accordance with local, state and federal law.

EVALUATION OF SUBMITTALS

Responses to provide the required professional services shall be evaluated in accordance with Okeechobee County policy governing acquisition of professional services.

A Professional Services Evaluation Committee (PSEC), appointed by the County Administrator, shall review all submittals. The PSEC shall evaluate statements of qualifications and experience and

shall conduct discussions with not less than three (3) firms regarding their qualifications, approach to the project, and ability to provide the required professional services. Evaluation shall include, but not be limited to:

1. Ability of professional personnel to perform the services;
2. Participation of certified minority business enterprise;
3. Past record with the Board and/or other government agencies with respect to quality and timeliness of services;
4. Willingness and ability to meet time and budget requirements;
5. Location;
6. Recent, current and projected workload of the firm:

The PSEC, following the evaluation procedure set forth herein, shall recommend in order of preference a listing of at least three (3) firms deemed most qualified to provide the required professional services together with a listing of all other certified firms responding to the public notice.

The public shall not be excluded from the proceedings under this section.

The PSEC shall forward its recommendation(s) to the County administrator for submission to the Board. The Board shall approve the PSEC recommendations(s) as submitted or may, following public presentations by not less than three (3) certified firms, approve in order of preference a modified listing of not less than three (3) firms deemed most qualified to provide the required services.

COMPETITIVE NEGOTIATION

Following Board approval, in order of preference, of at least three (3) firms deemed to be most highly qualified to provide the required professionals services, the County administrator shall initiate contract negotiations with the most highly qualified firm to establish terms of engagement and compensation which is determined to be fair, competitive, and reasonable. Such determination shall be based upon a detailed analysis of the professional services required in addition to consideration of the scope and complexity of the project.

In the event that negotiations with the most qualified firm are unsuccessful, the County Administrator shall formally terminate negotiations with that firm, subject to confirmation by the Board, and initiate negotiations with the second most qualified firm. In the event that negotiations with the second most qualified firm are unsuccessful, the County Administrator shall formally terminate negotiations with that firm, subject to confirmation by the Board, and initiate negotiations with the third most qualified firm.

In the event that negotiations with the third most qualified firm are unsuccessful, the County Administrator shall formally terminate negotiations with that firm, subject to confirmation by the Board, and request approval of additional firms, continuing negotiations in accordance with this procedure until agreement is reached.

PROHIBITION AGAINST CONTINGENT FEES

Each contract for professional services shall contain a prohibition against contingent fees as follows:

"The (professional services provider) warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the (professional services provider) to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the (professional services provider) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

EXHIBIT 'A'

**PUBLIC ENTITY CRIMES AFFIDAVIT
SECTION 287.133(3)(a) FLORIDA STATUTES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____.
2. This sworn statement is submitted by _____
(name of entity submitting sworn statement) whose business address is
_____ and (if applicable) its Federal
Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any bid
or contract for goods or services to be provided to any public entity or an agency or political
subdivision of any other state or the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes, means finding of guilt or a conviction of a public entity crime, with or
without an adjudication of guilt, in any federal or state trial court of recording relating to
charges brought by indictment or information after July 1, 1989, as a result of a jury verdict,
non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,
means:
 1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019,
by _____, who is personally known to me or who
has produced _____, as identification and who did (did not) take an oath.

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or Rank)

Schedule

Advertisement for RFQ 2019-10	June 7, 2019
Technical Questions/Inquiries Due to County	June 18, 2019 at 4:00 p.m.
Submit to planning@co.okeechobee.fl.us	
Responses due from County	June 25, 2019
Submittal Deadline for RFQ Qualifications Documents	July 9, 2019 at 4:00 p.m.
Professional Services Evaluation Committee Meeting	July 16, 2019*
Respondent Presentations to PSEC	July 24, 2019*
County Commission Consideration of Respondent Ranking	August 8, 2019

* Times to be determined for PSEC meetings

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July 3, 2019

Okeechobee County Historic Courthouse
Attention: William Royce, Community Development Director
County Administrator's Office, Room 123
304 NW 2nd Street
Okeechobee, FL 34972

Firm Name
SAFEbuilt Florida, LLC

Address
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

Phone
954.921.7781

RE: Request for Qualifications—RFQ #2019-10—for Building
Department Services

Due: Tuesday, July 9, 2019 by 4:00 PM

Dear Mr. Royce,

SAFEbuilt Florida, LLC (SAFEbuilt) is pleased to submit our proposal in response to Okeechobee County's (hereinafter referred to as County) *Request for Qualifications* (RFQ) for Building Department Services. As the County's current provider, we are eager and prepared to continue providing superior service to your community.

Our proposal guarantees the County a solution that provides professional personnel with the familiarity needed to streamline your Building Department operations, the ability to meet time and budget requirements, and quality control processes to help enhance customer satisfaction. Maintaining a partnership with our team, we will deliver the following solutions:

Risk Mitigation

- Ensured continuity of operations
- Process improvements aligned with County goals
- Tracking and reporting against our continuous improvement standards to ensure performance goals

Stabilized Budgets

- Use of onsite and remote (paperless) plan review to increase turnaround times and forecast revenue streams
- Efficient resource management
- Evaluation of fees and methodology

Improved Service Levels

- Client-educated customer service approach to service delivery
- Use of online building department software to provide transparency of projects in review

Building Department Services is our passion, holding over 27 years of experience providing the requested services for similar counties throughout Florida and across the United States.

SAFEbuilt commits to providing all services outlined in this RFQ. We have received and fully understand the information contained in the RFQ and related documents, and I am authorized to bind SAFEbuilt in a contract with the County.

We are thrilled for the opportunity to continuing partnering with the County. If you have any questions about our proposal, please contact Shellie Ransom-Jackson, Building Official, at 305.733.2752, or via email at Sransom-jackson@cgasolutions.com.

Best Regards,

Matt Royer | Chief Operating Officer
SAFEbuilt

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Evaluation Criteria

Our team has thoroughly reviewed the *Request for Qualifications* and addressed each requirement, ensuring we are the most qualified to provide Building Department Services for Okeechobee County. **The following proposal addresses each of the below Evaluation Criteria.**

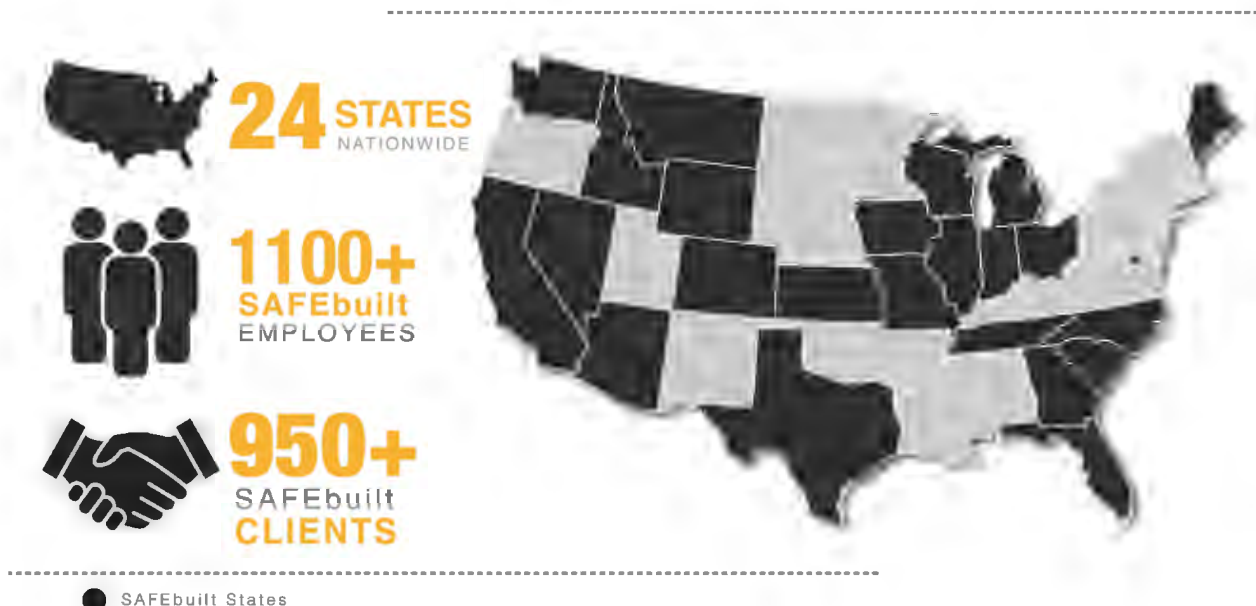
Table 1. Okeechobee County
1. Ability of professional personnel to perform the services
2. Participation of certified minority business enterprise
3. Past record with the Board and/or other government agencies with respect to quality and timeliness of services
4. Willingness and ability to meet time and budget requirements
5. Location
6. Recent, current and projected workload of the firm

Company Qualifications

QUALIFICATIONS, EXPERIENCE AND EXPERTISE OF COMPANY

Founded in 1992, SAFEbuilt has a proven track record of providing comprehensive Building Department Services for 27 years. While we started by simply providing construction inspection services in Colorado, we have since become a national leader in the industry—establishing municipal partnerships in 24 states. In addition to inspections, we now offer **full service and supplemental building department operations, code enforcement and arborist services**. Other services include:

- ➔ Residential, Commercial and Industrial Plan Review
- ➔ Building, Mechanical, Electrical, and Plumbing Inspection
- ➔ Fire Plan Review
- ➔ Fire Inspection
- ➔ Permit Technician
- ➔ Certified Building Official
- ➔ Community Development Automation Software
- ➔ Expedited Plan Review, Inspections, and Engineering for Special Projects
- ➔ Housing Authority Inspections
- ➔ Planning and Zoning
- ➔ Disaster Recovery
- ➔ Landscape Design and Arborist Services



As a statewide and national Building Department Services provider, we deliver outstanding solutions to Florida Building Departments. We ensure the highest levels of service, professionalism and responsiveness in the industry. Our team supports and enhances your services with proven best practices, qualified personnel, innovative technology and well-established quality control practices.

During our time in business, we have built and maintained a solid and reliable reputation throughout the Building and Safety community, giving our partners—like the County—confidence in our ability to successfully deliver services. Many of our customers are very long-term clients, demonstrating both longevity in the industry and conviction that SAFEbuilt is an experienced and valued partner.

QUALIFICATIONS, EXPERIENCE AND EXPERTISE OF EMPLOYEES

Our team consists of skilled industry professionals who provide communities with consistent and responsive service every day. With our exceptional reputation and professional staff, our team is ideally suited to meet the County's service goals and objectives. All are highly skilled and adept in their chosen disciplines. Through our work

with other municipal clients, our staff has knowledge of all required codes and regulations, permit application processes, as well as operational, management and staffing models.

Our staff, currently serving your County, are International Code Council (ICC) certified in their respective disciplines and include Building Official, Plans Examiners, various trade Inspectors, as well as qualified and experienced Permit Technicians. We ensure to continue delivering this team with the right combination of expertise and customer services, guaranteeing your citizens receive the best levels of service. Our proposed staff resumes can be found under the **Supervision and Personnel** section, starting on page 10.

We use best practices to meet each service requirement, managing projects effectively and efficiently. Our plans examiners and inspectors perform work for all disciplines including, but not limited to electrical, plumbing, mechanical and fire.

Example structures and projects are listed below:

- | | |
|-------------------------------------|-----------------------------|
| → Hospitals | → Industrial |
| → Universities and Schools | → Fire Stations |
| → Single and Multi-family Dwellings | → Police Stations |
| → Hotels and Resorts | → Regional Shopping Centers |
| → Historic Buildings | → High-Rise Buildings |
| → Libraries | → Tenant Improvements |

In addition to our experience, we pride ourselves on the exceptional service we deliver. Through our familiarity with the County, we understand the high level of service your residents expect. Our work with your community affords us the ability to continue delivering the same outstanding service to your citizens. Our goal is to approach each day and every relationship through embodying our core values, as shown below.



SERVICE

We always provide unequal service levels to our customers, external and internal.



IMPROVEMENT

We strive to continuously improve and understand how we can do better tomorrow.



RESPECT

We are respectful in the way we interact with everyone.



INTEGRITY

We choose to do the right thing every time.



TEAMWORK

We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.

Experience with Other Entities

The County needs a provider with relevant project experience with contracts of similar size, scope and complexity. As described in this proposal, we currently deliver industry-leading tools and techniques to meet the County's requirements. Our proven approaches increase productivity through established work management, scheduling and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance.

Below are three relevant projects, demonstrating our experience, including completion of services on-time and within budget.

City of Eustis, Florida

Services Provided:

Dedicated Building Official responsible for reviewing plans for compliance with all codes and ordinances; residential and commercial inspections to ensure construction complies with the approved specifications and plans; currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, plan review and inspection services.



Reference:

Lori Barnes, AICP, CPM
Development Services Director
4 North Grove Street, P.O. Drawer 68
Eustis, FL 32727
Phone: (352) 483-5460
barnesl@ci.eustis.fl.us

City of Dunnellon, Florida

Services Provided:

Assisting City since 2004 with a Building Official responsible for performing plan review and inspections. We have become familiar with the City's processes and procedures, as well as City staff, residents and contractors. Over the years, our staff has reviewed construction drawings and inspected the new and existing construction of thousands of commercial buildings and single-family homes. Additionally, our Building Official assists with flood plain management and ISO services.



Reference:

Lonnie smith
Community Development
20750 River Drive
Dunnellon, FL 34431
Phone: (352) 465-8500 ext. 1011
lsmith@dunnellon.org

City of Treasure Island, Florida

Services Provided:

The City contacted us for assistance due to one of their inspectors being injured. After meeting with our team and being impressed with the caliber of our staff, the City was confident we could assist them with equally qualified individuals on a full-time basis. We are currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, plan review and inspection services.



Reference:

Paula Cohen
Community Improvement Director
City of Treasure Island
120 – 108TH Avenue
Treasure Island, FL 33706
(727) 547-4575 ext. 239
pcohen@mytreasureisland.org

In addition, please see below for full service turn-key project examples.

Village of Estero

09/2015 – Ongoing
Complete community development services.
9401 Corkscrew Palms Circle
Estero, FL 33927
Steve Sakozy, Village Manager
239.221.5035

City of Deerfield Beach

03/2014 – Ongoing
Complete building code services
150 NE 2nd Avenue
Deerfield Beach, FL 33441
David Santucci, Assistant City Manager
954.480.4263

City of Pembroke Pines

2009 – Ongoing
10100 Pines Boulevard
Pembroke Pines, FL 33026
Charles Dodge, City Manager
954.435.6500

Other Relevant Information

UNDERSTANDING OF THE COUNTY

As a community known for its ‘old values and new visions,’—cultural enthusiasts and outdoor activities—we understand the importance of having a partner that equally values your community and its citizens. We have extensive experience working with communities of similar size, with similar needs. Communities that are largely built-out require a different approach to effectively manage the quality and speed of building projects.

Programs like same-day review for simple building permits, two-hour windows for inspection appointments, homeowner workshops and concurrent review increase building department efficiency and decrease response time. We bring these innovations, as well as continuous improvement to the County to not only demonstrate accountability but also to extend your positive image with residents and business.

In addition to the importance of understanding how to maintain and develop within a rural community, we are also aware of other key areas of focus important to community development. Please see figure to the right.

CUSTOMER SERVICE PHILOSOPHY

Customer service is our top priority—we take the right steps to assure your community is always satisfied with our performance. We treat all of our internal and external clients with the same level of respect, creating and maintaining impartiality and mutually beneficial relations among departments, stakeholders, and citizens alike. We send out periodic customer satisfaction surveys to receive feedback on our work performance and services provided.

These surveys allow us to gauge the satisfaction with our clients using a Net Promoter Score (NPS) metric. NPS measures the willingness of customers/clients to recommend a company to others. It is proven as one of the best tools for predicting long-term customer satisfaction. NPS ranges from -100 to +100. A positive score or NPS above 0 is considered “good” while +50 is considered “excellent”—our current overall NPS score is 57.

1 Fiscal Accountability

SAFEbuilt gives careful consideration to our processes, ensuring we continually improve fiscal outcomes, disciplines, transparency and accountability. We monitor our policy objectives and strategies annually.

2 Economic Development

Protecting and improving the financial, political and social well-being of communities is important not only to your community leaders, but also to our team as well. Acting as a seamless extension of your building department, we align our strategic efforts to those that are important to you.

3 Infrastructure

The physical and organizational structures and facilities of a community are our sweet spot. It’s our specialty, and we are committed to supporting your team in assuring quality infrastructures to keep your residents safe through a thorough understanding and practice of all local, state and federal codes, regulations and standards.

4 Land Resource Management

Land being over-used or misused can degrade and reduce productivity and disrupt natural equilibriums. It is an important issue, and our team is dedicated to maintaining optimal land use management.

5 Safety and Community Services

Safety and Community Services are our top priority. It is our goal to not only reduce and prevent injury and crime, but also to build strong, cohesive, vibrant and participatory communities. If necessary, SAFEbuilt initiates interventions to reduce the factors which cause injuries, in order to develop and sustain injury-free environments.

Supervision and Personnel

PROJECT MANAGEMENT

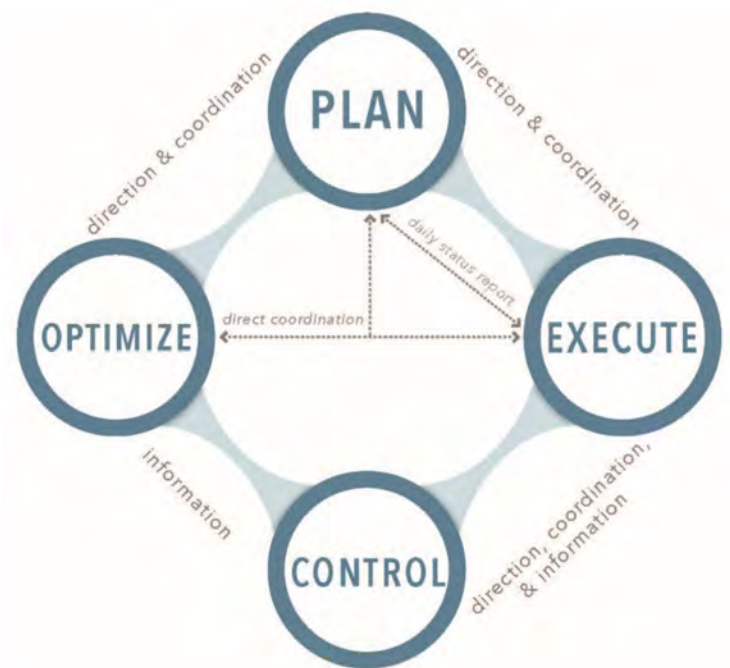
Close coordination and frequent communication are critical to successfully managing fluctuating workloads. Our long-standing practice of partnering with County staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps. The following is a summary of our project management plan.

Project Management plan

Our Contract Management Plan begins with the application of our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework, illustrated below, is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, our team delivers a contract management approach that combines the right people, processes and tools to perform the *Scope of Services* requirements. Our methodology is structured to streamline our resources used and provide responsive services.

Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process. Our Building Official will manage the day-to-day business of providing excellent services to complete work on time and within budget.



Monthly Contract Status Reports

If needed, we produce a schedule and budget, then generate a report measuring our progress against that schedule. Further, we provide information that measures percent of budget that has been expended, as well as where the budget is being spent. These reports are supplied monthly. Comparing the work accomplished with scheduled activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

All Contract-Related Correspondence

We agree to participate in all required coordination meetings. Our team works to coordinate meetings, when requested by the County, if your staff feel it will result in better communication and streamlined workflow. This may include all stakeholders involved in projects to discuss and develop plans.

SCOPE OF SERVICES

We will continue delivering our customized approach to meet or exceed all of the requirements identified in the *Scope of Services*. By applying best practices to each functional area of the scope, we create operational efficiencies for you—**decreased cost, reduced turnaround and response times and increased customer satisfaction.**

Table 2. Scope of Services

Responsibility	SAFEbuilt will meet all Compliance Requirements
Provide Building Official Services in accordance with Chapter 468.604, F.S.	✓
Provide permit technicians or other staff for permit application intake, permit issuance, collection of fees, customer contacts and other related activities in operating the front office of a building department that operates weekdays, except holidays, from 8:00 a.m. to 5:00 p.m.	✓
Review and process construction plans for issuance of building permits under the Florida Building Code (structural, electrical, mechanical, plumbing, flood plain management), including applications for all required certificates, licenses, and registrations.	✓
Review plans for compliance with applicable county, state and federal codes and regulations and other building code requirements	✓
Perform all required building inspections associated with issued building permits in a timely manner, including inspections for compliance with county codes (structural, electrical, mechanical, plumbing, floodplain management, landscaping and zoning).	✓
Perform other inspections as needed, including or existing buildings, business tax receipts, housing programs and the like.	✓
Provide contractor licensing services including serving as staff to the local Construction Industry Licensing Board.	✓
Maintain records of inspections and investigations.	✓
Review and maintain all records required by the Federal Emergency Management Agency(FEMA) in association with processing of building permits and elevation certificates.	✓
Contact and meet with county officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns and attend county site plan technical review committee meetings.	✓
Be available for emergency response when requested by the county during duty and after duty hours and during states of emergency	✓

QUALITY CONTROL

Our team prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk.

To ensure quality, we have implemented a Quality Control (QC) program where our Building Official performs random quality evaluations of our staff throughout the year. Our QC activities include:

- ➔ Standardized processes for intake, completion of returned work, email correspondence, review comment letters and other items to ensure consistency and client satisfaction (i.e., logging review data into each municipality's system).
- ➔ Our Building Official conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- ➔ Periodic peer review of others' plan reviews.

- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training, to grow professionally and improve skill sets.
- Building Official conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.

Send periodic customer satisfaction surveys for feedback on work performed and services provided.

- SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

Given SAFEbuilt's comprehensive approach to management and plan review, the probability of risk is low. As part of our QC&A process, we ensure our standards are met. We involve the County in the entire process to maintain transparency.

In addition to the routing and tracking systems used for plan review, staff receive training on a regular basis to stay up-to-date on current codes, ordinances, amendments and regulations. We also mitigate risk through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs. Further, we follow an iterative process comprised of planning implementation and progress monitoring.

Our plan for program success is to eliminate or reduce the risks identified by the process described above. This may be achieved by adjustments in technical steps and schedule. If necessary, the next step is minimizing the likelihood and impact of risk. It is unlikely for risk to reach this level, yet we are prepared to implement additional mitigation strategies, such as switching out staff, reviewing best practices, adjusting schedules, and increasing the frequency of peer review.

PERSONNEL

We have a large reach in qualified staff, being a nationwide firm with extensive support resources. Should a need arise for more staff utilization during increased workloads or seasonal fluctuations, we can provide resources as needed.

Staff resumes immediately follow this section.

Records

We agree to maintain records in accordance with local, state and federal public records retention requirements. In addition, we agree to provide copies of public records upon request in accordance with local, state and federal law.

Piggyback Purchasing Agreement

This Agreement for Code Enforcement Services ("Agreement") is made as of the _____ day of _____, 2021, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (the "TOWN"), and Calvin, Giordano & Associates, Inc., 1800 Eller Dr., Suite 600, Ft. Lauderdale, Florida 33316, a corporation authorized to do business in the State of Florida (the "CONTRACTOR").

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform code compliance services ("SERVICES") for the TOWN; and,

WHEREAS, Village of Estero through its competitive selection process awarded the Contract ("CONTRACT") to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.
4. Contract Documents and Conflict of Terms and Conditions.
 - 4.1 The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. CONTRACT (including the Solicitation, Contractors Proposal and Contract).

4.2 The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement, including Exhibits hereto;
- C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under Section 2.3 of the CONTRACT, and more particularly specified in the Exhibits to this Agreement. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term

to mirror the CONTRACT which is a continuing contract and in full force and effect unless and until it is terminated as provided therein. This Agreement may be terminated in the same manner as and in accordance with the CONTRACT.

6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov , OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall provide Indemnatee with counsel in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim

would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Insurance.

8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.

8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.

8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.

8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Robert Shorr, Mayor

ATTEST:

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Elizabeth V. Lenihan, Town Attorney

CONTRACTOR: Calvin, Giordano & Associates,
Inc., a company authorized to do business in Florida

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by _____, as _____ of _____, a corporation authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT "A"
VILLAGE OF ESTERO CONTRACT

EXHIBIT "B"
VILLAGE OF ESTERO RFQ FOR GENERAL PLANNING SERVICES FOR THE
VILLAGE'S COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT "C"
CALVIN, GIORDANO & ASSOCIATES RESPONSE TO RFQ

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AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE VILLAGE OF ESTERO, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 29th day of September, 2015, by and between the VILLAGE OF ESTERO, a Florida municipal corporation (the "VILLAGE"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the VILLAGE is in need of a qualified consulting firm to act as the VILLAGE's consulting, planning, zoning, engineering, building and code compliance firm in a continuing contract for services, including, but not limited to planning, zoning, development review, building plan review, and code compliance services in conjunction with the VILLAGE's Community Development Department, as more particularly described in this Agreement (collectively, the "Professional Services"); and

WHEREAS, the VILLAGE, pursuant to a Request for Qualifications dated as of July 13, 2015, including the General Information and Exhibits attached thereto (hereinafter collectively referred to as the "RFQ"), selected CONTRACTOR to perform the aforementioned services as an independent CONTRACTOR to the VILLAGE; and

WHEREAS, CONTRACTOR performs these services for many governmental entities, including other municipalities, and has offered to provide such services at a high quality level to the VILLAGE for a reasonable cost as set forth herein; and

WHEREAS, the VILLAGE and the CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the Professional Services will be provided by the CONTRACTOR; and

WHEREAS, the VILLAGE has followed the selection and negotiation process for all services which require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) under Chapter 287.055 F.S., as amended;

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE, AND INTENT.

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the CCNA. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

CONTRACTOR shall perform professional consulting services for the VILLAGE consisting of the following:

2.1 PLANNING AND ZONING SERVICES:

- Provide all staff services for planning and zoning applications.
- Provide information to the general public as it relates to all land development activities within the VILLAGE.
- Provide information to builders and developers as it relates to policies and procedures within the VILLAGE relative to land planning within the VILLAGE.
- Coordinate and attend ONE pre-application meeting for cost recovery applications.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all VILLAGE Council meetings and any workshops, at which attendance by the CGA is deemed necessary by the Village Manager or designee. Attend other County and State agency meetings and forums as required by the Village Manager or designee.
- Act as staff for the VILLAGE to Lee County, Southwest Florida Regional Planning Council and State Department of Economic Opportunity as required by the Village Manager or designee.

- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities in conjunction with the VILLAGE's Community Development Director.
- Organize, maintain retrieve and archive official records of VILLAGE and retrieve as necessary.
- Provide information to Village Manager or designee on all relevant and applicable planning issues.
- Provide central intake services for all applications attendant to the above.
- Prepare and coordinate agendas and back up materials for Planning and Zoning and Design Review Boards and VILLAGE Council for all Community Development matters.
- Review all zoning permit applications for conformity to approved plat, development order and zoning code. This does not include plat or development order review.
- Review all sign code permits.
- Review all applications for certificates of use to ensure conformity to zoning code and coordinate with the issuance of a business tax receipt.
- Prepare zoning verification letters and minimum use determinations.
- Collect all fees based on approved fee schedule.
- Perform all planning and zoning reviews not subject to work authorizations or cost recovery (see Section 2.12 below).

Staffing Level: Staffing shall consist of one Senior Planner, one Zoning Technician, and one half-time intake/administrative assistant shared with Development Review.

Fixed Fee: \$276,750.00 per year.

2.2 DEVELOPMENT REVIEW SERVICES.

- Provide all staff services for development order and site plan applications.
- Perform all development reviews in connection with applications for development orders and site plan approvals not subject to work authorizations or cost recovery (see Section 2.12 below).

Staffing Level: Staffing shall consist of one Senior Development Review Planner, and one half-time intake/administrative assistant shared with Zoning and Planning.

Fixed Fee: \$174,250.00 per year.

2.3 CODE COMPLIANCE SERVICES.

The CONTRACTOR shall provide Code Compliance Services forty hours per week, including weekends & evenings as needed. It is anticipated that as part of the transition plan for the services that will initially be required hereunder, the code compliance

compliance officer may have to spend more time on weekends and evenings until a proper level of compliance is achieved in the Village. The Code Compliance Officer will conduct code compliance inspections to determine violations of the Village's codes, rules and regulations, including, without limitation, sign codes and lot mowing compliance, which shall be both proactive (based on personal observations) and reactive (based on complaints - Phone; E-mail; Online through Inkforce; Walk-ins; or Village Manager or designee assigned projects).

The process for warnings shall include:

- Initial Inspection
- Violation Established
- Attempt to Establish Contact with the Property Owner/ Occupant
- Courtesy Notice Issued (Mailed first class to Owner of Records and/or Posted on the property)
- Re-inspection
- Violation Complied -Affidavit of Compliance issued / Case Closed
- Violation Not Complied - Formal Notice of Violation/ Notice of Hearing

The process for citations shall include:

- Formal Notice of Violation/ Notice of Hearing Issued (Mailed to Owner of records via First Class & Certified Mail/ Posted if green card not received min. 10 days prior to hearing)
- Case Presented to Special Magistrate
- Order issued by Special Magistrate (Set comply-by Date & Per diem fine)
- Re-Inspection
- Violation Complied -Affidavit of Compliance issued / Case Closed
- Violation Not Complied -Affidavit of Non-Compliance Issued/ Fines start to accrue and liens filed.

Additional tasks shall include:

- Coordination of the Business Tax receipt program, which will include routine patrolling of commercial areas to ensure BTRs are valid and current.
- Providing testimony and evidence at Special Magistrate Hearings.
- Creating and maintaining all documents related to the Special Magistrate process (Notices of Hearing, Orders, Continuances, Time Extensions, Requests for Relief, etc.)
- Creating and maintaining Special Magistrate Hearing Agendas.
- Providing assistance to the Special Magistrate and Code Compliance Inspector during hearings.
- Creating and maintaining Special Magistrate Hearing minutes & voice recordings.

- Filing & Archiving of Code Compliance case files.
- Assisting other VILLAGE Departments in the performance of their duties.
- Attending HOA and Civic Association meetings as requested by VILLAGE Manager or designee.
- Attending Village functions/ Council meetings as requested by Village Manager or designee.
- Answering phone calls (cell phone & land line).
- Meeting with residents/business owners upon request.

Staffing Level: Staffing shall consist of one Code Compliance Officer with vehicle and phone and one part time clerk to be shared with the Building Department.

Fixed Fee: \$188,600.00 per year

2.4 INFORMATION TECHNOLOGY SERVICES.

The CONTRACTOR shall provide the following Information technology services consisting of the following:

IT Assessment

- Perform inventory and document all VILLAGE owned hardware/software.
- Assess the VILLAGEs network infrastructure/security and document accordingly (Identify all network vulnerabilities).
- Create summary of VILLAGE IT Assessment with recommended solutions.

End User/Desktop Support

- Create/Delete user account for employees.
- Change/Reset user passwords.
- Troubleshoot all computer related issues.
- Perform desktop Operating System updates and hot fixes using recommended software.

File Backup - utilizing recommended solutions for hardware and software

- Create backup strategy for network-shared files to include off-site storage & tape retention.
- Perform backups on all network related files.
- Maintain tape backup device.

Network File Sharing - utilizing recommended solutions for hardware and software

- Create process for network file sharing on server.

- Train users on proper file sharing methods.

Network Print Sharing

- Configure all printers for network printing (if feasible).
- Install network printers on user workstations.

Email

- Configure and administer exchange server to host VILLAGE email.
- Recommend email archiving for compliance with state retention requirements.
- Maintain exchange server.

Procurement

- Act on behalf of the VILLAGE for all technology purchases as requested by the VILLAGE Manager.
- Hardware and software costs (other than the software described in this Agreement) are not included under this contract.
- Create and implement defined security policies for all VILLAGE staff internally and remotely.
- Create and implement email policies for all VILLAGE staff.

Server Maintenance - utilizing recommended solutions for hardware and software

- Perform monthly server updates to include firmware and operating system.
- Replace all malfunction parts under warranty with manufacture.

Staffing Level: Staffing shall consist of one on-site System Support Manager with phone.

Fixed Fee: \$123,000.00 per year

2.5 INKFORCE.NET SOFTWARE.

The INKfor:ce.net project approach contains eight basic components throughout the implementation process for each module. The four modules include:

- Code Enforcement Group
- Building and Permitting Group
- Planning and Zoning Group
- Business Licensing Group

In order to implement the software, the CONTRACTOR shall perform the following tasks.

- An initial meeting will take place with the INKforce™ Project Manager to review and confirm in complete detail the total project scope, specific system requirements, goals and objectives, workflows and business processes.
- All GIS requirements will be identified and reviewed.
- Perform a comprehensive review of the VILLAGE network hardware and client/mobile devices, etc. to develop a project plan, work flow diagrams and defined scope statement.
- Determine if any software customization is needed.
- Setup code, fee schedule, and impact fee databases.
- Develop a data export procedure to import payment information into the VILLAGEs accounting software.
- Provide hands-on training for all modules.
 - Conduct a web-based training session
 - Conduct internal testing
- Obtain implementation feedback by reviewing new data collected in the test database and the processes and work flows used by the end users

Total Setup Cost: \$59,000.00 (one-time fee). Included in cost are:

- Building module
- Code Enforcement module
- Planning and Zoning module (including set up for Development Review/Site Plan and Environmental reviews)
- Occupational Licensing module
- Point of Sale module
- GIS module
- 5 enterprise wide licenses
- Timely GIS address updates (in connection with Lee County Property Appraiser's GIS system)
- Bronze call center support
- Training
- Laserfische GIS integration support for GIS portal and components
- Municipal code data entry
- Data transfer bridge into Local accounting software
- Escrow account where the software source code will remain with any updates as applied during implementation and future updates.

Annual hosting fee \$15,300.00

2.6 LASERFISCHE SOFTWARE.

Laserfiche is a unified solution that will manages all of the VILLAGE's documents and records, regardless of location or media. CONTRACTOR will oversee the successful deployment of the Laserfiche Avante software completed by MCCi LLC. Our process and expected deliverables is as follows:

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the project manager, the basic folder structure, document naming scheme and template set-up will be configured prior to onsite training.

Remote Installation and Configuration -The focus of this process is for MCCi to coordinate with the VILLAGE's IT staff in securing the required resources needed to install the Laserfiche Avante software and all of its components.

Business Process Workflow Configuration - MCCi's team of expert Project Managers and System Engineers will work in concert with the VILLAGE's IT staff to build a simplified workflow in the Laserfiche environment.

Software training services - MCCi will administer either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins. These training services will be provided onsite and remotely.

Total Setup Cost:\$ 63,232.00 (one-time fee). Included in cost are:

- ECM software licensing for Avante
- Web tools for Avante
- 3rd Party integration tools (Geodocs Toolset)
- Year 1 of maintenance
- Professional installation services
- Training center 10 - 24 users
- 5 fully named users
- 10 accessible web licenses
- OCR Scheduler for Laserfiche
- LF Workflow
- Exclusive access to the virtual training center

Annual Maintenance after first year \$11,950.00

2.7 BUILDING SERVICES.

The CONTRACTOR shall provide services for the five functional aspects related to the building permit process.

Permit Intake

- A Plans Examiner/Inspector will be on site a minimum of 40 hours a week to ensure that the staffing levels remain sufficient to provide an efficient and effective customer experience.
- Digital permit applications will be utilized for small single use permits including water heaters, air conditioner change outs, and re-roofs.
- Develop and implement permit checklists and application forms.
- Develop and implement a permit walkthrough permitting process with a defined schedule

Plan Review/Processing

- Permit application and plans will reviewed by all departments with a goal of 5 business days but all reviews will be completed in no more than 10 business days for large projects and 5 business days for minor permits.
- CONTRACTOR staff will provide the customer with a clear path to approval.
- All plan reviews will be fully documented in InkForce as the reviews proceed. When all disciplines and departments have approved a file the permit will be processed immediately, the customer will be contacted and the permit will be issued.
- Provide qualified and experienced professionals trained to provide efficient and effective reviews.
- Provide concise comments specific to the project. The review comments will provide a clear path to approval.
- All review staff will be available for customer consultations for professional and friendly assistance.

Inspections

CONTRACTOR will set up several methods to create effective options for scheduling and providing an inspection.

- Establish a dedicated phone line for inspection scheduling.
- Provide a dedicated email for inspection requests.
- Utilize and advertise the permitting software's ability to allow the customer to schedule inspections online.
- Implement inspection-scheduling procedures and timeframes.
- InkForce Permitting Software.
- Provide electronic access in each inspector vehicle.

- Effectively route inspections.
- Provide inspection management. This process provides guidance to the customer with communications at the site. The inspectors will review the project and inform the customer of the next required inspection and any items needed for the inspection.

Permit Closeout

This process includes reviewing the file to ensure that all documents have been received and completed. Producing all required certificates (certificate of occupancy or completion) and insuring that copies have been transmitted to the property appraiser's office for assessment. The processes will include:

- Organizing the file for effective record keeping.
- Implementing a tracking system for permit closeout.
- Issuing a letter for all permits that will expire in the next 45 days. This will assist in reducing the number of incomplete/expired permits.
- Issuing a letter for all permits that have expired. This will allow the permit holder to act prior to the need for a new permit under Florida law.
- Implement a reporting system to notify code enforcement of all expired permits and create a code violation. This step will reduce the overwhelming number of expired permits. This will also help reduce the blight on the VILLAGE by being proactive for partially complete projects and potential unsafe properties.
- Implement a tracking system for all certificates. This will ensure that the VILLAGE is receiving the correct taxes for real property by ensuring that the property has been correctly assessed.

File Maintenance

- Ensure that all files are correctly marked with a valid permit number.
- Centralize all permit files into 3 categories. (in review, issued, closed)
- Prepare each file for scanning during the closeout process.
- Assist in facilitating the complete implementation of electronic file storage. Work to make each electronic file available online.

Staffing Level: Staffing shall consist of one Chief Building Official with vehicle and phone, one Plans Examiner/Inspector with vehicle and phone, two receptionist/clerks, and one part time clerk to be shared with Code Compliance.

Fixed Fee: \$604,750.00 per year.

2.8 PROFESSIONAL SERVICES: HOURLY

In addition to the fixed fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Village Manager or designee, including, but not limited to, engineering, traffic engineering, landscape architect, survey and any other services requested by the Village Manager or designee.

Hourly Fee: See professional fee schedule attached as Exhibit "A."

2.9 PROFESSIONAL SERVICES: WORK AUTHORIZATIONS

CONTRACTOR will provide the necessary personnel and equipment for administrative and capital projects including, but not limited to, design, permitting, inspections, special reports, studies, and other related services as required by the Village Manager or designee, for which CONTRACTOR shall submit a schedule of work to be performed along with a cost proposal which shall require prior approval from the Village Manager or designee prior to any work being done by CONTRACTOR.

2.10 GENERAL ITEMS

2.10.1 Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the VILLAGE and its citizens.

2.10.2 CGA shall provide vehicles to the Code Compliance Office, Chief Building Official and Plans Examiner.

2.10.3 While performing services under the Agreement, all personnel shall wear uniform shirt with the logo of the CGA and/or the VILLAGE and shall wear a VILLAGE identification tag. Identification tag shall be furnished by the Village.

2.10.4 While performing services under the Agreement, all personnel shall be equipped with communication equipment, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the Village Manager or designee and such list shall be updated and maintained on a current basis at all times.

2.10.5 The VILLAGE shall be responsible to provide CONSULTANT with office space for the on-site staff in Estero to be provided by CONSULTANT hereunder. The office space shall be furnished with furniture and equipment including computers and telephone system in the same manner as in the offices for the VILLAGE's own staff.

2.10.6 All services to be provided under this Agreement by CONSULTANT shall be provided in such a manner as to reasonably meet or exceed the Levels of Service set forth in Exhibit A to the RFQ.

2.10.7 The staff to be provided to the VILLAGE by CONSULTANT under this contract shall report to the VILLAGE Manager or designee. For all purposes of this Agreement, the Village Manager's designee shall be the Community Development Director, unless and until CONSULTANT is notified by the VILLAGE Manager in writing to the contrary. In the event that there is any difference of opinion as to process or substantive issues with respect to policies relating to services to be provided by CONSULTANT hereunder, the determination of the Community Development Director shall govern. If, following a determination of policy made by the Community Development Director, the CONSULTANT desires to have a formal review of such policy, the parties shall meet (CONSULTANT, VILLAGE Manager and Community Development Director), reasonably review such matters on a collaborative basis and attempt to reach a resolution of the issues therein. If any such discussion the final decision of the VILLAGE Manager with respect thereto shall govern.

2.11 WORK AUTHORIZATIONS FOR SPECIAL PROJECTS.

Special projects include all items not included within this scope and not covered by the cost recovery process. These items include the development of the VILLAGE's first comprehensive plan and land development regulations, modifications to ordinances and special studies.

2.12 COST RECOVERY.

Professional services associated with the processing and review of applications, submissions, or requests concerning proposed matters affecting development, utilization, or improvement of property in the Village, including, without limitation, the preparation of staff reports and attendance at public hearings related to such applications. Applications subject to cost recovery shall include the following:

- Planned Development (including original plan, amendments and final approval)
- Development of Regional Impact (including all DRI related reviews such as abandonments, substantial and non-substantial deviations, ordinance and agreement reviews, time extensions, and notices of proposed change.)
- Special Exception
- Variances
- Development Order (including new submittals, major or minor modifications, and resubmittals)
- Plat

- Vacation
- Comprehensive Plan Amendment
- Rezoning
- Any planning, zoning or other type of development application as determined by the Village Manager or designee as being suitable in scope and complexity for treatment under the cost recovery system.

The disciplines to be covered by these services include, without limitation:

- Planning and Zoning (including historic review issues)
- Civil Engineering (including Flood Plain issues)
- Traffic Engineering
- Landscape Architecture
- Environmental
- Survey

The cost recovery system shall be as set forth in an Ordinance with respect to Cost Recovery as enacted by the Village Council to include the Village's actual costs of the provision of services, in terms of VILLAGE staff and CONSULTANT's fees for time expended in such review and processing. To the extent that on-site staff from the CONSULTANT work on cost recovery matters, the charges for their work on an hourly basis shall be credited back against the Fixed Fees payable under this Contract.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT, whether fixed fee or hourly pursuant to a work authorization or for services under the cost recovery system.

3.2 CONSULTANT shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A."

3.3 VILLAGE shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, the VILLAGE may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT.

When the above reasons for withholding payment are removed or resolved in a manner satisfactory to VILLAGE, payment may be made. The amount withheld shall not be subject to payment of interest by VILLAGE.

3.5 The fixed fees contained herein are based upon the amount of land development activity anticipated to occur in VILLAGE in FY 2015-2016. If the amount of land development activity increase or decreases, the Village Manager may, with the consent of CONSULTANT, increase or reduce some or all of the fixed fee amounts to reflect such increase or reduction in land development activity. During the first year of this Agreement, the Village Manager along with the CONSULTANT shall review the levels of staff under this Agreement on January 1, 2016 and on April 1, 2016 and shall meet to discuss an appropriate and equitable readjustment of the levels of staff necessary to meet the actual levels of land development activities that have occurred.

3.6 After the first fiscal year of this Agreement, each fiscal year thereafter, after the anniversary date of this Agreement, the parties shall meet and review the fixed fees, staffing levels, and hourly rates in Exhibit A and discuss adjusting them to the actual levels based on the necessary staffing levels and scope of work. The level of fixed fees was determined for purposes of this Agreement by the actual salaries of the Estero-based staff for CONSULTANT with a multiplier of 2.05 reflecting the Indirect Costs of CONSULTANT. Indirect costs include fringe benefits and general administrative expenses plus a factor for operating margin. The CONSULTANT shall promptly provide to the VILLAGE a copy of the annual audit report by its certified public accountants with respect to the Special Purpose Schedule of Indirect Costs utilized for consulting contracts with the Florida Department of Transportation.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT - This Agreement is a continuing contract, and shall commence on the date that it is fully executed by all parties and effective pursuant to the terms hereof, and shall continue in full force and effect unless and until it is terminated as provided below. The effective dates for services hereunder to be provided by CONSULTANT shall be on November 1, 2015, except that services for the Building Department shall be effective on January 1, 2016. In each case, the parties shall meet and reasonably agree upon a mutually satisfactory and reasonable transition plan to assure that services will be ready to be provided for each of these effective dates and that the fixed fees under this Contract are equitably adjusted to reflect the actual numbers and salaries of on-site personnel in Estero as the work transitions to on-site staff from what initially will be performed at CONSULTANT's home office in Ft. Lauderdale. It is recognized that such transition plans may require that some of the services hereunder may not initially meet the time limits in the Level of Services attachment to the RFQ until such time as the full compliment of staff has been hired and are working at the Estero offices.

4.2 TERMINATION -Without Cause - This Agreement may be terminated by VILLAGE for any reason or no reason upon one hundred twenty {120} calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of VILLAGE up through the date of termination. Under no circumstances shall VILLAGE make payment for services that have not been performed.

4.3 TERMINATION - With Cause - This Agreement may be terminated by either party upon thirty {30} calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by VILLAGE, CONSULTANT shall indemnify VILLAGE against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.

4.4 TERMINATION -Transfer of Ownership -This Agreement may be terminated by the VILLAGE upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify VILLAGE Manager at least thirty {30} calendar days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to VILLAGE all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the VILLAGE and any replacement consultants in the transition, including taking any acts necessary to allow the transfer in a usable format of all information and data stored under the computer software utilized under this Agreement.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;

- c. CONSULTANT has failed to obtain the approval of the VILLAGE where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen {15} calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 5.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the VILLAGE within ten {10} days after notice that these sums are due. Nothing in this Article shall limit the VILLAGE's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3 In an Event of Default by the CONSULTANT, it shall be liable for all actual and reasonably foreseeable damages resulting from the default.

5.4 The VILLAGE may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the VILLAGE. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The VILLAGE's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the VILLAGE in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the VILLAGE Manager detailed status reports showing the status of all pending matters including, without limitation, cost recovery matters, work authorizations and special projects. The monthly status reports shall be detailed by project and cost recovery account/work authorizations, and shall be in the form reasonably agreed to by the VILLAGE Manager or designee.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the VILLAGE's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays excepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONSULTANT is an independent CONTRACTOR under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the VILLAGE.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the VILLAGE.

12.2 CONSULTANT shall not perform any services for Lee County or any municipality that is contiguous to the VILLAGE, unless approved by the VILLAGE.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the VILLAGE. In such instance, CONSULTANT shall disclose the relationship immediately to the VILLAGE Manager, who may retain an alternate consultant for those services. If the services relate to a fixed fee service, the fees for the alternate consultant shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONSULTANT pursuant to this

Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this contract until CONSULTANT has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE Manager or designee, nor shall the CONSULTANT allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts approved by the VILLAGE Manager, with such coverages specifying amount of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Florida Statutes. CONSULTANT shall be responsible for maintaining the professional liability insurance on a claims made basis for a minimum of three (3) years following the termination of this Agreement. Upon request of VILLAGE, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify VILLAGE, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$250,000 during the policy term. The VILLAGE Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the VILLAGE Manager. The VILLAGE shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF VILLAGE AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates Shelley Eichner, its Senior Vice President, as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The VILLAGE Manager or designee shall have the right to require CONSULTANT to change any personnel working on VILLAGE projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from VILLAGE Manager or designee shall not be made unreasonably or arbitrarily.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either VILLAGE or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT: Shelley Eichner, Senior Vice President

Calvin, Giordano & Associates, Inc.

1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

Telephone: (954) 921-7781

Facsimile: (954) 921-8807

FOR VILLAGE: VILLAGE Manager

Village of Estero

21500 Three Oaks Parkway

Estero, FL 33928

With Copy to:

Burt L. Saunders, Esq.

Gray Robinson

8889 Pelican Bay Boulevard

Naples, FL 34118

VILLAGE Attorney

And a copy to:

Mary Gibbs

Community Development Director

VILLAGE OF ESTERO

21500 Three Oaks Parkway

Estero, FL 33928

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of VILLAGE and VILLAGE shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. VILLAGE shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the VILLAGE. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the VILLAGE Manager and provides said VILLAGE

Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the VILLAGE may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONSULTANTS

Subconsultants, if needed, will be subject to the prior written approval of the VILLAGE Manager or designee.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the VILLAGE to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the VILLAGE. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the VILLAGE Manager, which may be withheld or conditioned by the VILLAGE Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The VILLAGE may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The VILLAGE may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the VILLAGE deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the VILLAGE all reasonable facilities and assistance to facilitate the performance of inspections by the VILLAGE's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to VILLAGE contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the VILLAGE and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the VILLAGE.

SECTION 26. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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, council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, council, percentage, gift or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Lee County, Florida.

SECTION 28. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and VILLAGE, and all negotiations and oral understandings between the parties are merged herein.

33.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 34. WAIVER

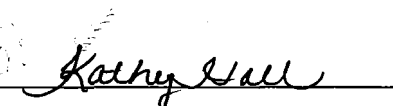
The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF
ESTERO AND CALVIN, GIORDANO & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services on the respective dates under each signature:

ATTEST:

VILLAGE OF ESTERO; through its
VILLAGE Council,

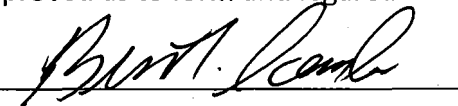

KATHLEEN HALL, ^{Village}TOWN CLERK

BY 

NICK BATOS, ITS MAYOR

13 day of September, 2015

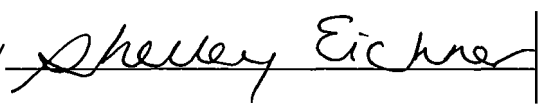
Approved as to form and legal sufficiency

BY 

Burt Saunders, Village Counsel

ATTEST:

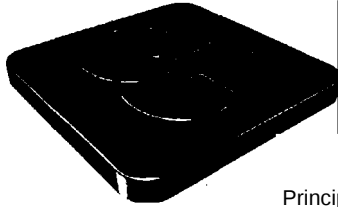
CALVIN, GIORDANO & ASSOCIATES, INC., a
Florida corporation

BY 

Its Senior Vice President, thereunto duly
authorized.

cfl.1 day of September, 2015

EXHIBIT A



Calvin Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

	Principal	215.00	LANDSCAPE ARCHITECT	
	Contract Administrator	190.00	Associate, Landscape Architect	165.00
	Project Administrator	165.00	Senior Landscape Architect	135.00
	Executive Assistant/ Clerical	75.00	Environmental Administrator	125.00
			Landscape Architect	120.00
			Environmental Specialist	105.00
			Landscape CADD Technician	95.00
			Environmental Assistant	90.00
			Landscape Inspector/Arborist	105.00
			Landscape Designer	120.00
			Landscape Site Plan Reviewer	135.00
	ENGINEERING			
	Associate, Engineering (VI)	190.00		
	Director, Engineering (V)	175.00		
	Project Manager (IV)	150.00		
	Project Engineer (III)	130.00		
	Engineer (II)	110.00		
	Jr. Engineer (I)	100.00		
	Senior CADD Tech Manager	115.00		
	CADD Technician	95.00		
	Permit Administrator	90.00		
	PATA TECH DEVELOPMENT			
	Associate, Data Tech Dev.	165.00		
	GIS Coordinator	145.00		
	GIS Specialist	125.00		
	Multi-Media 3D Developer	115.00		
	GIS Technician	100.00		
	Sr. Applications Developer	165.00		
	Applications Developer	135.00		
	Network Administrator	155.00		
	System Support Specialist	115.00		
	IT Support Specialist	85.00		
	GOVERNMENTAL SERVICES			
	Associate, VP	190.00		
	Director of Code Enforcement	145.00		
	Director of Building Code	145.00		
	Project Manager	145.00		
	Grants Administrator	125.00		
	Code Enforcement Field Supervisor	110.00		
	Code Enforcement Field Inspector	90.00		
	Building Official	115.00		
	Building Plans Reviewer	90.00		
	Building Inspector	90.00		
	Permit Processor	75.00		
	SURVEYING			
	Associate, Surveying	165.00		
	Senior Registered Surveyor	145.00		
	Survey Crew	135.00		
	Registered Surveyor	130.00		
	Survey Coordinator	105.00		
	CADD Technician	95.00		
	3D Laser Scanner	355.00		
	Hydrographic Survey Crew	330.00		
	G.P.S. Survey Crew	155.00		
	Sub-meter G.P.S	75.00		
	Soft Dig (per hole)	480.00		
	Utility Locates (per hour)	205.00		
Building Code Services			INDOOR AIR QUALITY SERVICES	
Coastal Engineering			Sr. Environmental Scientist	125.00
Code Enforcement			Environmental Scientist	100.00
Construction Engineering and Inspection				
Construction Services			CONSTRUCTION	
Contract Government			Associate, Construction	165.00
Data Technologies and Development			Construction Management Director	135.00
Emergency Management Services			Construction Manager	125.00
Engineering			Senior Inspector	100.00
Environmental Services			Inspector	90.00
Facilities Management			Construction Coordinator	90.00
Indoor Air Quality				
Landscape Architecture			EMERGENCY MANAGEMENT	
Municipal Engineering			Director	145.00
Planning			Planner	105.00
Public Administration			Assistant Planner	90.00
Redevelopment and Urban Design				
Surveying and Mapping			PLANNING	
Traffic Engineering			Associate, Planning	175.00
Transportation Planning			Director of Planning	150.00
			Planning Administrator	150.00
			Planning Manager	145.00
			Senior Planner	125.00
			Assistant Planner	90.00
			EXPERT WITNESS	
			Principal/Associate	330.00
			Registered Engineer/Surveyor	280.00
			Project Engineer	230.00
GSA Contract Holder				

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

FORT LAUDERDALE

WEST PALM BEACH

PORT ST. LUCIE

HOMESTEAD

TAMPA/ CLEARWATER

JACKSONVILLE

ATLANTA

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
CALVIN, GIORDANO & ASSOCIATES, INC.**

DATED: September 24, 2015

The undersigned, being all of the members of the board of directors of CALVIN GIORDANO & ASSOCIATES, INC., a Florida corporation (the "Corporation"), do hereby agree, pursuant to the provisions of the Florida Business Corporation Act, that the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force as if adopted at a formal meeting of the board of directors of the Corporation, and the undersigned do hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given:

Officers of the Corporation

RESOLVED, that the corporation hereby authorizes Shelley Eichner, Senior Vice President of Calvin, Giordano & Associates, Inc. to enter into a contract **TO PROVIDE COMMUNITY DEVELOPMENT SERVICES TO THE VILLAGE OF ESTERO.**

General Ratification

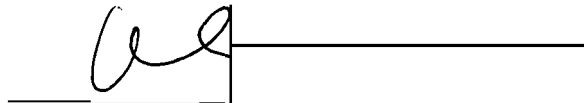
FURTHER RESOLVED, that all actions taken by the prior and existing officers and directors of the Corporation, when acting in the capacity of directors and officers of the Corporation, acting alone or jointly with any other officers or directors of the Corporation, during the period from inception of the Corporation through the date hereof, be, and they hereby are, approved, ratified and confirmed in all respects as the acts and deeds of the Corporation; and

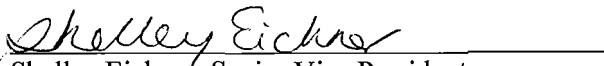
FURTHER RESOLVED, that this Unanimous Written Consent may be executed **in** one or more original or facsimile counterparts, each of which when so executed and delivered and all of which when taken together shall constitute but one and the same instrument.

· **IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Written Consent as of the date first above written.

BOARD OF DIRECTORS:


Dawn Hopkins, Corporate Secretary


Dennis Giordano, President


Shelley Eichner, Senior Vice President

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

State of Incorporation - Florida

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July 13, 2015

**VILLAGE OF ESTERO, FLORIDA
REQUEST FOR QUALIFICATIONS
FOR GENERAL PLANNING SERVICES
FOR THE VILLAGE'S
COMMUNITY DEVELOPMENT DEPARTMENT**

INVITATION

IN ACCORDANCE WITH SECTION 287.055 OF FLORIDA STATUTES "CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT" (CCNA), THE VILLAGE OF ESTERO HEREBY INVITES INTERESTED AND QUALIFIED FIRMS WITH FLORIDA LICENSED PROFESSIONAL ARCHITECTS, ENGINEERS, PLANNERS, LANDSCAPE ARCHITECTS AND/OR SURVEYORS TO PRESENT THEIR QUALIFICATIONS FOR PROVIDING GENERAL PLANNING SERVICES TO THE TO-BE-FORMED COMMUNITY DEVELOPMENT DEPARTMENT OF THE VILLAGE OF ESTERO IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

1. Services. The services shall include the following on a continuing contract basis:

- Code enforcement and contractor licensing;
- Development review, including site plans;
- Environmental review and enforcement;
- Zoning;
- Planning;
- Transportation review and planning as it relates to land approvals;
- Housing and Historical Preservation;
- Administration, including support functions such as IT and GIS;
- Board of Adjustment and appeal;
- Building Permitting and plan review (including floodplain review);
- Building Inspections;
- Assistance with Village Land Use Boards, as needed.

2. Information Package. Qualified parties interested in responding to this Request for qualifications request a general information package containing details relevant to this RFQ from Peter Lombardi, Interim Village Manager, by emailing lombardi@estero-fl.gov or calling 239-390-8000.

3. Responses. Written responses shall be due on or before Wednesday, August 5, 2015 at 2:00 p.m. at the Village's address set forth above. Responses by email in PDF format will be accepted. If the responder is unable or unwilling to provide any of the listed services, this must be stated in the response.

4. Questions. Questions concerning this RFQ should be directed by email to Peter Lombardi, Interim Village Manager, at Lombardi@estero-fl.gov, with a copy to Vice-Mayor Howard Levitan, levitan@estero-fl.gov.

5. Ranking of Qualifications; Negotiation. Firms will be qualified and ranked by the Village Council pursuant to the terms and requirements of the CCNA. Among the factors to be considered will be the capabilities, adequacy of personnel, past record, and experience of the firms, and the individuals within such firms to be performing professional services for the Village. Rankings of respondents shall be done as soon as possible after the date for responses, and all responders notified. Negotiations will commence with the most qualified firm upon such notification.

6. Right to Reject. The Village of Estero reserves the right to reject any or all responses, waive any informality or irregularity on any response if considered non-substantial to the Village, or to cancel this invitation at will. Responses received after the date and time stipulated herein will be considered late therefore disqualified.

By: Peter Lombardi, Interim Village Manager

July 13, 2015

**VILLAGE OF ESTERO, FLORIDA
REQUEST FOR QUALIFICATIONS
FOR GENERAL PLANNING SERVICES
FOR THE VILLAGE'S
COMMUNITY DEVELOPMENT DEPARTMENT**

GENERAL INFORMATION

1. Commencement of Service: The services to be provided as listed in the RFQ are to be phased in over the following schedule:

Code Enforcement and contractor licensing, development review, environmental review and enforcement, zoning, planning, transportation review, housing and historic preservation, and administration (including IT, GIS, and assistance to Land Use Boards) shall commence on October 1, 2015;

Board of adjustment and appeal, building permitting and plan review (including floodplain review), and building inspections shall commence on January 1, 2016.

2. Levels of Service. For the purposes of information and comparison only, the Levels of Service relating to Community Development proposed to the Village by Lee County are shown in the attached "Exhibit A." These are the levels of service that Lee County has stated are currently being performed for the unincorporated areas of the County, which previously included the Village of Estero. The proposed cost of the overall Community Development services proposed for FY 2015-2016 by Lee County are shown in the attached "Exhibit B," which is also provided for information and comparison purposes only. The figures shown in Exhibit A are shown net of revenue. The most recent revenue figures from Lee County are shown in Exhibit C attached hereto from Lee County for the calendar period 1/1/2014 to 12/31/2014 and relate to the Estero Fire District, which has similar (but not the same) borders as the Village of Estero, and is again provided for information and comparison purposes only.

3. Reports: More information regarding current activities by Lee County Community Development with respect to properties in the Village of Estero may be found on the Lee County Community Development Website through the “econnect” system. Attached as Exhibit D are a variety of reports for the month of June, which are provided for information purposes only.

EXHIBIT "A"

Service Levels

Community Development

Development review:

The Development Order (DO), Limited Review Development Order (LDO), and Plat processes are strictly administrative and not subject to public input. Staff reviews and approves/rejects applications based upon compliance with the Lee Plan, the Land Development Code, Administrative Codes and applicable Florida State Statutes. Target review/inspection timeframes are as follows:

Large DO Applications:

Initial review.....	15 business days
Resubmittal review	7 business days/review
Minor change.....	5 business days/review
Amendment.....	8 business days/review
CC Inspection.....	1 business day

Small DO Applications:

Initial Review	10 business days
Resubmittal review	7 business days/review
Minor change.....	5 business days/review
Amendment.....	8 business days/review
CC Inspection.....	1 business day

LDO Applications:

Type A.....	5 business days/review
Type B.....	10 business days/review
Type C.....	10 business days/review
Type D.....	10 business days/review
Type E.....	10 business days/review
CC Inspection.....	1 business day

Plat Applications:

Preliminary review	21 business days/review
Final review	21 business days/review
(Legal Sufficiency reviews by the Village Attorney)	

Petitions to Vacate Easements, Rights-of-Way and Plats (VAC) is a process that includes a public hearing with approval/denial action by the Village Council. Staff conducts an application review for compliance with the applicable Administrative Code(s) and Florida State statutes, and prepares a summary staff report with a recommendation for action (Blue Sheet for BoCC) presented by the Village Attorney.

VAC Applications

Preliminary review	21 business days/review
Final review	21 business days/review

Planning and Historic Preservation:

The following are administrative processes not subject to public input:

Application:	Typical Review time:
Land Use Boundary Determinations	7 business days/review
Wetland Determinations	7 business days/review
Regular Certificates of Appropriateness (Historic)	7 business days/review
Certificates to Dig	20 business days/review

The following applications are required to go to the Historic Preservation Board (HPB):

Application:	Review/Notice Type:	Typical Review Time:
Special Certificate of Appropriateness	Initial review	30 calendar days
	Resubmittal review	15 calendar days/review
	Public hearing notice (newspaper)	5 calendar days
	Historic preservation board meeting and final action	70 calendar days from application being found complete
	Suspend action for technical advice	35 calendar days
	Historic preservation board meeting and final action	105 calendar days from application being found complete (if technical advice is required)
Historic Designation	Initial review	30 calendar days
	Resubmittal review	15 calendar days/review
	Preparation of designation report	20 calendar days
	Notice to owner	20 calendar days prior to public hearing
	Public hearing notice (newspaper)	5 calendar days
	Historic preservation board public hearing	70 calendar days from designation report being filed with HPB
	Historic preservation board decision	14 calendar days after date of public hearing
	Recording of designation	25 calendar days after date of decision rendered

The following is the process for comprehensive plan amendments which requires three public hearings:

Review/Notice Type:	Typical Review Time:
Initial review	30 calendar days
Resubmittal review	30 calendar days/review
Public hearing notice (ad due to News Press)	21 calendar days prior to LPA public hearing
Staff report distributed	14 calendar days prior to LPA public hearing
LPA meeting	30± calendar days from date application is complete
Transmittal staff report prepared	14 calendar days from LPA meeting
Public hearing notice (ad due to News Press)	14 calendar days prior to BOCC transmittal hearing (notice prepared and paid for by CAO)

Environmental Review and Enforcement:

- Environmental review of comprehensive plan amendments, rezoning applications, special exceptions, and development orders, including reviewing protected species surveys and management plans associated with large projects. Also includes Certificate of Compliance reviews for landscaping, preserved vegetation, stormwater pond plantings, invasive exotic plant removal, management plans, and open space requirements related to development orders.
- Review and approval of Vegetation Permits.
 - Vegetation Removal Permits for existing trees in common areas of developments that are deemed to pose a safety hazard to pedestrian or vehicular traffic or existing buildings or structures; diseased trees which are a hazard; or trees weakened by natural causes as specified in the LDC. To be completed in 7-10 business days.
 - Notices of Clearing – staff conducts a survey for protected species, prepares a document to send to the Clerk of Courts for recording, as required by the LDC and Administrative Code. To be completed within 30-45 days.
 - Exotic Removal – inspection and provision of courtesy letter confirming the presence of exotic species on property and recommending methods of removal to avoid damaging existing native vegetation.
- Compliance and Enforcement – inspections of development sites to ensure ongoing compliance with environmental regulations and development approvals and identify environmentally-related code violations. Initial inspection 1-2 days from receipt of complaint, Notice of Violation sent within 8 business days of inspection, participation in Enforcement Hearing.
- Dock and Shoreline Structures Permitting and Inspection. Initial review/revision review within 1 business day of submittal, final inspection within 1 business day of notification.
- Staffing of Eagle Technical Advisory Committee, maintenance of Bald Eagle data.

Zoning:

- Conventional Rezoning, Variances, Special Exceptions and Administrative Actions
 - Sufficiency review and comment within 15 working days of receipt of application and sufficiency responses.
 - Once sufficient, hearing date to be scheduled within 60 days (by Village), during which time staff prepares agendas, notices, and staff reports. Staff reports issued 2 weeks prior to hearing date.
- Planned Development Rezoning and Amendments
 - Sufficiency review and comment within 15 working days of receipt of application and sufficiency responses.
 - Once sufficient, hearing date to be scheduled within 60 days (by Village), during which time staff prepares agendas, notices, and staff reports. Staff reports issued 2 weeks prior to hearing date.
- Zoning Verification Letters
 - Reviewed/issued by staff within 10 working days

Building Department Turn Around Times

Permitting: The permitting process operates on target times as outlined below. The actual review times (inclusive of floodplain review, zoning review, and structural plan review) vary based on the department workload. The current review times are published daily on the department website, with both the target times and actual turnaround based on current department workload.

- Residential new-target time is 7 days
- Residential resubmittal and revision-target time is 3 days
- Commercial (new)-target time is 21 days
- Commercial resubmittal and revision-target time is 7 days
- Commercial Interior Remodel-target time is 16 days

Building Inspections: inspections are conducted with a 1 day turnaround, with contractors/owners having until 5:30 am to make an inspection request for the business day.

Board of Adjustments and Appeals: applicants have thirty days from the date a decision is rendered to file an appeal to the Board. Hearings will be conducted within 15 days of the appeal request being filed.

Code Enforcement Activities

- Code complaints-initial inspection due within three days of complaint
- Fence permit inspections-one day turnaround
- Sign permit inspections-one day turnaround

EXHIBIT "B"

Lee County Proposal to Provide Services to Village of Estero FY15-16	FY14-15 Adopted Budget	FY15-16 Proposed Budget	8.2% of UnIncorp. Population	Total
Natural Resources				
Surface Water Mgmt				
Provide project management services for surface water projects				
Respond to requests for action regarding flooding and water quality complaints				
Review plans for development that effect surface water management				
Participate in and review regional water management studies				
Monitor and report hydrologic data (rainfall, river stage and groundwater levels)				
Manage mandated NPDES MS4 permit				
Track TMDL compliance for Impaired waters	\$ 1,456,519	\$ 1,467,664	\$ 121,988	
Major Maintenance				
(Estero River, 10 Mile Canal, Surface Water Mgt Plan, Neighborhood Imp Plan, Filter Marsh & BMP				
Maintenance, Clean & Snag Program)	\$ 1,180,000	\$ 1,180,000	\$ 96,760	
Appeal 2015 Preliminary Flood Insurance Rate Maps FIRM (2 year task estimated cost)			\$ 100,000	
Total Natural Resources				\$ 318,748
Community Development				
Code enforcement and contractor licensing	2,403,073	2,356,100		
Development review	1,390,917	1,373,200		
Environmental review and enforcement	757,470	728,303		
Zoning	1,073,302	1,128,615		
Planning	1,404,043	1,607,060		
Administration	1,455,733	1,505,312		
Board of adjustments and appeal				
Permitting and plan review (and floodplain review)				
Building Inspections				
Total Community Development	\$ 8,484,538	\$ 8,698,590	\$ 713,284	\$ 713,284
Transportation				
Canal Maintenance				
Ditch/Canal cleaning to maintain hydraulic flow, including				
cleaning/repairing drainage pipes, catch basins and weirs	\$ 2,014,231	\$ 1,960,292	\$ 160,744	
Transportation Trust				
Roadway maintenance:				
Maintain pavement condition, patching potholes, sweep curbed roads, bike paths, sidewalks	10,236,232	10,147,193		
Landscape maintenance, including irrigation systems, roadside median mowing	3,843,093	3,928,598		
Maintain bridges, handrails and guardrails	1,357,067	1,343,532		
Maintain roadway signage and striping	2,807,463	2,713,744		
Maintain traffic signals, flashers, ITS devices and streetlights; Traffic Operations Center	4,590,809	4,781,481		
Administration	1,006,371	1,060,253		
Long range transportation planning, zoning & development review & road maintenance				
acceptance/vacation activities, right-of-way inventory	503,396	581,914		
Engineering and general traffic analysis & Right-of-way permitting (mostly driveways)	1,761,591	1,803,166		
	\$ 26,106,022	\$ 26,359,881	\$ 2,161,510	
Total Transportation	\$ 28,120,253	\$ 28,320,173		\$ 2,322,254
Animal Services				
Animal Control and Shelter	\$ 2,367,486	\$ 2,362,382	\$ 193,715	
Total Animal Services				\$ 193,715
Other				
Estero Election 03/03/2015				\$ 78,824
Vehicle Replacement Fund	\$ 1,699,887	\$ 1,699,887	\$ 139,391	\$ 139,391
Employee Pay Increase for FY15-16 (not yet included in budget)		\$ 513,831	\$ 42,134	\$ 42,134
Total Estero Proposal	\$ 43,308,683	\$ 44,262,527		\$ 3,808,350

EXHIBIT "C"

Revenues For: Estero Fire District From: 1/1/2014 To: 12/31/2014

ACCOUNT STRING	ACTIVITY	COUNT	REVENUE
Permits			
LC5240015501.322000.9006	Air Conditioning	1,734	\$157,501.11
LC5240015501.322000.9011	Building Move Permit Fees	1	\$500.00
LC5240015501.322000.9001	Building Permits	1,707	\$729,749.34
LC5240015501.322000.9015	Demolition	16	\$2,550.00
LC5240015501.322000.9005	Electric	5	\$375.00
LC5240015501.322000.9005	Electric / Low Voltage Trade	1,099	\$87,180.00
LC5240015501.322000.9019	Fire Alarms	44	\$3,712.00
LC5240015501.322000.9023	Fire Suppression	69	\$8,186.25
LC5240015501.322000.9023	Fire Tank and Lines	17	\$2,125.00
LC5240015501.322000.9014	Gas	114	\$11,400.00
LC5240015501.322000.9005	Low Voltage Sub Permits	30	\$3,150.00
LC5240015501.322000.9009	Occupancy	55	\$3,810.00
LC5240015501.322000.9004	Plumbing	438	\$65,668.39
LC5240015501.322000.9003	Roofing	535	\$50,660.00
LC5240015501.322000.9010	Sewer	305	\$22,875.00
LC5240015501.322000.9008	Sign	148	\$11,350.05
LC5240015501.322000.9004	Solar	102	\$7,725.00
SUBTOTAL		6,419	\$1,168,517.14
Permitting-Other			
LC5240015501.322000.9021	Building Reinspection Fees	397	\$29,500.00
LC5240015501.322000.9001	Change of Contractor	20	\$1,050.00
LD5120315500.369900.9001	Copies	30	\$870.66
LC5240015501.322000.9002	Permit Extensions	5	\$500.00
LC5240015501.322000.9020	Plan Review	1,958	\$280,296.60
LC5240015501.322000.9001	Reprint Permit Board	6	\$35.00
LC5240015501.322000.9020	Res Zoning Fee	1,088	\$33,235.00
LC5240015501.322000.9001	Revision Fees	174	\$7,066.23
LC5240015501.322000.9001	Temporary Co	7	\$950.00
SUBTOTAL		3,685	\$353,503.49
Code Enforcement/Cont. Licensing			
.C5241115500.343900.9024	Abandoned Property Registration	1	\$3,600.00
.C5241115500.343900.9016	Hearing Exam Cost	8	\$985.00
.C5241115500.343900.9015	Hearing Examiner Fine	2	\$3,711.71
.C5241115500.343900.9005	Lot Mowing *	8	\$2,579.95
.C5241115500.343900.9021	Nuisance Abatement *	3	\$724.75
.C5241115500.343900.9016	Release of Lien	3	\$855.00
SUBTOTAL		25	\$12,456.41

Planning

LB5150715500.322000.9018	Comp. Plan Fees	3	\$8,660.00
LE5151815500.322000.9001	Dock Permits	13	\$3,845.00
LE5151815500.322000.9001	Plan Review	12	\$1,494.00
LE5151815500.322000.9028	Reinspection Fees	9	\$750.00
LE5151815500.329000.9002	Vegetation Permit	24	\$848.00
	SUBTOTAL	61	\$15,597.00

Development Review

LC5151315500.341900.9012	DO Applications	16	\$63,680.40
LC5151315500.341900.9019	DO Minor Changes	13	\$2,300.00
LC5151315500.341900.9013	DO Resubmittals & Amends	11	\$10,920.00
LC5151315500.341900.9014	DO Variances & ADDs	1	\$400.00
LC5151315500.341900.9016	LDO Applications & Amends	63	\$20,850.00
LC5151315500.341900.9020	Plats	13	\$17,803.00
LC5151315500.341900.9019	Reinspection Fee	1	\$50.00
LC5151315500.341900.9011	Vacations & RDM	1	\$900.00
	SUBTOTAL	119	\$116,903.40

Zoning

LF5151615500.341900.9010	Administrative Applications	26	\$35,450.00
LF5151615500.341900.9008	DCI & PD Rezoning	4	\$43,564.00
LF5151615500.341900.9021	Home Occ Lic & MUD,ZVL	18	\$3,600.00
LF5151615500.341900.9007	Special Exceptions & COPs	2	\$2,000.00
	SUBTOTAL	50	\$84,614.00

Total Community Development Revenues	\$1,751,590
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Department of Community Development
Development Services Division
Development Review Applications Received

Village of Estero Planning Community

From: 6/1/2015 To: 6/30/2015

Case Number	Project Name	Application Type	Received Date	Target Date	Completed Date	Calendar Days	Disp.
Staff Name: AHB ADD2015-00098	Alvin Block, AICP LEGACY CHURCH	PDZ Application (PD Admin)	06/12/2015	07/13/2015			
Total Cases for: Alvin Block, AICP		1					
Staff Name: GWR PLT2015-00017 LDO2015-00258	Gary W Rashford UNIVERSITY HIGHLAND TRACT 3 R DISCOVERY DAY ACADEMY	CAO Preliminary Review LR1 Application (LDO Resub) A	06/05/2015 06/17/2015	07/07/2015 06/24/2015	06/29/2015 06/30/2015	24 13	DEN APPR
Total Cases for: Gary W Rashford		2					
Staff Name: OXH DOS2015-00048	Ohdet Hanna ESTERO 4.2	RO1 Application (Resubmittal)A	06/16/2015	06/25/2015			
Total Cases for: Ohdet Hanna		1					
Staff Name: RLW LDO2015-00356 LDO2015-00368	Rebecca Whitney MCDONALD'S CORKSCREW SBS CYPRESS HAMMOCK	APPL A (trnsmtl, pond-RES/AG) APPL A (trnsmtl, pond-RES/AG)	06/25/2015 06/29/2015	07/02/2015 07/07/2015			
Total Cases for: Rebecca Whitney		2					
Staff Name: RDH DOS2015-00056 DOS2015-00047 LDO2015-00248 LDO2015-00373 LDO2015-00369	Robert D. Hutcherson SHOPPES OF COCONUT TRACE HIGHLAND OAKS DRIVE CVS 3281 RETAIL HEALTH CENTER THE VILLAS AT TIMBERLAKE TURNBERRY II @ PELICAN SOUND	DO2 Application (Small DO) A RO1 Application (Resubmittal)A LR1 Application (LDO Resub) A APPL A (trnsmtl, pond-RES/AG) APPL A (trnsmtl, pond-RES/AG)	06/03/2015 06/10/2015 06/18/2015 06/29/2015 06/29/2015	06/17/2015 06/19/2015 06/25/2015 07/07/2015 07/07/2015	06/22/2015 06/23/2015 06/22/2015	19 13 4	DEN DEN DEN
Total Cases for: Robert D. Hutcherson		5					

EXHIBIT "D"



Department of Community Development
Development Services Division

Development Review Applications Received

Village of Estero Planning Community

From: 6/1/2015 To: 6/30/2015

Case Number	Project Name	Application Type	Received Date	Target Date	Completed Date	Calendar Days	Disp.
Staff Name: SLH LDO2015-00328	Susan L Hollingsworth MARSH LANDING COMMUNITY ASSESSMENT	APPL A (transmtl, pond-RES/AG)	06/12/2015	06/19/2015	06/19/2015	7	DEN
Total Cases for: Susan L Hollingsworth		1					
Staff Name: ETS DOS2015-00037	Tom Sawtell GENOVA SALES CENTER	RO1 Application (Resubmittal)A	06/18/2015	06/29/2015			
Total Cases for: Tom Sawtell		1					
Staff Name: COM2015-01097	ESTERO - 96K ROCK	Letter of Transmittal Req'd	06/08/2015	06/10/2015	06/08/2015	0	APPR
Total Cases for:		1					
Grand Total Cases:		<u>14</u>					



Department of Community Development
Development Services Division

Zoning Applications Received

Village of Estero Planning Community

From: 6/1/2015 To: 6/30/2015

Case Number	Project Name	Application Type	Received Date	Target Date	Completed Date	Calendar Days	Disp.
Staff Name: AHB	Alvin Block, AICP						
ADD2015-00098	LEGACY CHURCH	PDZ Application (PD Admin)	06/12/2015	07/13/2015			
DCI2015-00016	ESTERO WAS MINOR CPD	Minor Plan Dev Application	06/26/2015	12/23/2015			
Total Cases for:	Alvin Block, AICP	2					
Staff Name: NMR	Nettie M Richardson						
MUD2015-00037	8601 JUDETH LN	MUD App(Min Use Determination	06/12/2015	07/12/2015			
Total Cases for:	Nettie M Richardson	1					
Grand Total Cases:		3					

Pending Development Review Cases in Village of Estero Planning Community

From 01/01/2000 To 7/7/2015

Current as of 07/07/2015

Project Name / File Number	Location	Date Received	Type of Application	County Reviewer	Project Type/ Description
COCONUT POINT HONDA DS2014-00079	SFWMD ERP NO.36-03930-P must be modified and submitted prior to issuance of a vegetation removal permit.	05/22/2015	DO Submittal Small		Approved for the construction of a 30,710 square foot automobile dealership with a drive-through service area, connection to US 41 via an access on the adjacent property, a new driveway to Atlantic Gulf Boulevard, a new driveway to Galloway Ford Drive, a monument sign, multiple vehicle display pads, vehicle display areas, sidewalk connections to US 41, open parking, overflow grass parking, drainage improvements including connections to a master stormwater management system, water and sewer connections, site lighting, landscaping, and related site improvements. [CNC2014-00079]
WINE PLACE SUITES COCONUT DS2015-00023		03/10/2015	DO Submittal Small		Denied DO2 04/08/2015. 114 room all suites hotel to be developed on Lot 7 (tract 2F) at coconut point area 2
NOVA SALES CENTER DS2015-00037		06/18/2015	DO Submittal Small		Denied DO2 04/13/2015. A temporary real estate sales office and associated infrastructure
GH LAND OAKS DRIVE DS2015-00047	Off-site surety not required SFWMD ERP 36-01871-S-09 SFWMD WU 36-07482-W	06/10/2015	DO Submittal Small		Denied DO2 05/14/2015. APPROX .913 LF OF ROADWAY TO SERVICE FUTURE COMMERCIAL OUTPARCEL DEVELOPMENT WITH ASSOCIATED INFRASTRUCTURE IMPROVEMENTS
TERO 4.2 DS2015-00048	Off-site surety required	06/16/2015	DO Submittal Large		Denied DO1 05/27/2015. Clear and fill approx 4.24 acres of the subject property for future development this includes required landscape buffers as necessary and a right turn lane per FDOT
LOPPES OF COCONUT TRACE DS2015-00056		06/03/2015	DO Submittal Small		Proposed Construction of a Multi-use Development within the estero pointe CPD
IVEWAY DS2015-00087		02/11/2015	Type D Limited Review		Approval for a 2nd driveway from the existing parking lot to Block Lane (privately owned road)

Project Name / File Number	Location	Date Received	Type of Application	County Reviewer	Project Type/ Description
VER RIDGE ROUNDABOUT IO2015-00109		05/19/2015	Type B Limited Review		Approved to amend the configuration of an existing roundabout and the addition of a 5 foot wide sidewalk.
IE WEST BAY GOLF CLUB IO2015-00194		04/13/2015	Type A Limited Review		For replatting of the clubhouse tract into two lots (PLT2015-00012)
PRING RUN BOCCE COURTS IO2015-00196		04/15/2015	Type C Limited Review		Approval of bocce courts
US 3281 RETAIL HEALTH CENTER IO2015-00248		06/18/2015	Type B Limited Review		Request for proposed improvements to the Vehicular Use Area and Site Plan of existing CVS store
ELLA TERRA IO2015-00278		05/19/2015	Type B Limited Review		adding sidewalks and pedestrian crossing within the community along bella terra blvd
ARSH LANDING COMMUNITY ISN IO2015-00328		06/12/2015	Type A Limited Review		Request for removal of (13) trees
CDONALD'S CORKSCREW SBS IO2015-00356		06/25/2015	Type A Limited Review		Reconfiguring of drive-thru to accommodate side-by-side drive thru, menu boards and minor ADA compliance updates.
MPRESS HAMMOCK IO2015-00368	41 South to Coconut Rd, East on Coconut to destination	08/29/2015	Type A Limited Review		Sealcoat/Restripe as existing
IE VILLAS AT TIMBERLAKE IO2015-00373		06/29/2015	Type A Limited Review		sealcoat/restripe as existing

Pending Zoning Cases in Village of Estero Planning Community

From 01/01/2000 To 7/7/2015

Current as of 07/07/2015

Project Name / Case Number	Location	HEX Hearing Date	HEX Disposition	BCC Hearing Date	County Reviewer	Project Type/ Description	Project Size
ESTERO CROSSING 12015-00001						Rezone 42.97 acres from Commercial Planned Development (CPD) to Mixed Use Planned Development (MPD) to allow for the development of a maximum of 400 residential units and 62,000 square feet of commercial use. Application includes potential for development of an Assisted Living Facility with 200 beds, gas station with 24 fueling positions, and hotel with 100 units.	
NORTH POINT MPD 12015-00006	Northeast corner of US 41 and Williams Road, Village of Estero, Estero Planning Community, Lee County, FL.					Concurrent requests to amend the Mixed Use Planned Development Zoning and the Development of Regional Impact Development order to: increase the maximum number of dwelling units from 150 to 600; decrease the maximum retail floor area from 550,000 to 300,000 square feet and allow the ability to increase retail floor area with simultaneous decrease in residential units; maintain the allowed maximum intensity of 120,000 square feet of office and 150 units for hotel/motel use; revise the approved Master Concept Plan and DRI Map H to modify the location of uses permitting mixed use throughout the project; and extend the commencement and build out dates by four years and 364 days beyond the statutory extensions granted due to Tropical Storms Debby and Isaac (build out date would be July 29, 2026).	
ENNOVA 12015-00009	9050 Corkscrew Road (southeast corner of Corkscrew Road and Via Coconut Point), Estero Planning Community, Lee County, FL.					Rezone 16.95 acres from Agriculture District (AG-2) and Commercial Planned Development (CPD) to Residential Planned Development (RPD) to allow development of up to 205 residential units with associated amenities and infrastructure. Maximum building height of 45 feet/4 stories is proposed.	16.95 Acre

NOTE: Staff Reports are available 14 days prior to the HEX Hearing Date with the exception of Variances (VAR), Consumption on Premises (COP) and Special Exceptions (SEZ) which are available 7 days prior to the HEX Hearing Date.

Project Name / File Number	Location	HEX Hearing Date	HEX Disposition	BCC Hearing Date	County Reviewer	Project Type/ Description	Project Size
VOLUNTEERS OF AMERICA 2015-00013						Request to rezone +/- 21.36 acres from Commercial Planned Development (CPD) per Zoning Resolutions Z-05-038 and Z-05-039 to Residential Planned Development (RPD) to permit assisted living with a maximum of 330 beds. Maximum building height requested is 45 feet. Development will connect to both public potable water and sanitary sewer service. No development blasting is requested.	21.36 Acre
ESTERO WAS MINOR CPD 2015-00016						Rezone 1.36 acres from Mixed Use Planned Development, MPD to Commercial Planned Development, CPD to allow development of up to 15,000 square feet of total floor area.	
NORTH POINT DRI 2015-00002	Northeast corner of US 41 and Williams Road, Village of Estero, Estero Planning Community, Lee County, FL.					Concurrent requests to amend the Mixed Use Planned Development Zoning and the Development of Regional Impact Development order to: increase the maximum number of dwelling units from 150 to 600; decrease the maximum retail floor area from 550,000 to 300,000 square feet and allow the ability to increase retail floor area with simultaneous decrease in residential units; maintain the allowed maximum intensity of 120,000 square feet of office and 150 units for hotel/motel use; revise the approve Master Concept Plan and DRI Map H to modify the location of uses permitting mixed use throughout the project; and extend the commencement and build out dates by four years and 364 days beyond the statutory extensions granted due to Tropical Storms Debby and Isaac (build out date would be July 29, 2026).	99.71 Acres

NOTE: Staff Reports are available 14 days prior to the HEX Hearing Date with the exception of Variances (VAR), Consumption on Premises (COP) and Special Exceptions (SEZ) which are available 7 days prior to the HEX Hearing Date.

LEE COUNTY BUILDING PERMIT REPORT

New Construction

Village of Estero

From: 6/1/2015 To: 6/30/2015

Permit Type	# Units	# Issued	Value
Single Family		12	\$3,440,910.00
Residential Addition/Sheds (wood/CBS)		1	\$15,000.00
U/R, Gl.Rm., Vinyl Rm., Sc.Rm., Greenhouse		10	\$61,526.00
Pool Enclosure		23	\$165,224.00
Alteration/Interior Remodeling		12	\$356,533.00
Structural Slabs/All Decks (SFR Foundations)		1	\$6,749.00
Roofover/Alum/Prefab Shed/Aluminum Carports		4	\$34,840.00
Garage Door		1	\$1,002.00
Shutters		32	\$288,415.00
Window (Glass/vinyl/acrylic) Replacement		7	\$67,033.00
Window and Shutters		4	\$45,304.00
Mobile Home		3	\$96,000.00
Park Model		2	\$161,200.00
COMMERCIAL		2	\$159,000.00
AWNING/CANOPY		1	\$2,357.00
CONCRETE STRUCT. SLA/ALL DECKS		1	\$44,000.00
INTERIOR REMODEL		1	\$95,000.00
SHUTTERS		7	\$69,214.00
WINDOW (Glass/vinyl/acrylic) REPLACEMENT		6	\$25,485.00
Window and Shutters		3	\$18,991.00
Roof		6	\$102,065.00
Hood Suppression		1	\$2,000.00
Hood		2	\$5,400.00
LP Tank & Lines		3	\$6,645.00
Monitor		3	\$1,550.00
Natural Gas		6	\$8,100.00
Sprinklers		6	\$12,528.00
Underground Water		1	\$31,500.00
Fence		5	\$29,346.00
Pool - Above Ground		1	\$49,500.00
Pool - Below Ground		8	\$316,500.00
Pool w/ Spa - Below Ground		7	\$385,795.00

Permit Type	# Units	# Issued	Value
Current Period Total		<u>182</u>	<u>\$6,104,712.00</u>



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Electronic

**REQUEST FOR QUALIFICATIONS FOR GENERAL PLANNING SERVICES
FOR THE VILLAGE'S COMMUNITY DEVELOPMENT DEPARTMENT**

**RFQ#
2015-01**

Prepared
For: **THE VILLAGE OF ESTERO**
21500 Three Oaks Pkwy
Estero, FL 33928

**Due Date/Time:
August 5, 2015
2:00 P.M.**



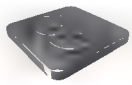
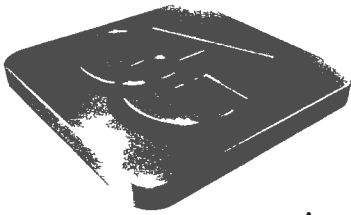


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August 5, 2015

Mr. Peter Lombardi, Interim Village Manager
Village of Estero
21500 Three Oaks Pkwy
Estero, FL 33928

RE: RFQ #2015-01 for General Planning Services for the Village's Community Development Department

Dear Mr. Lombardi:

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit our qualifications for consideration to provide **GENERAL PLANNING SERVICES** as set forth in and pursuant to the RFQ issued by the Village. We have reviewed the scope of services contemplated by the Village of Estero, and have identified a project team with the necessary experience and skills to successfully complete all requested services. Calvin, Giordano and Associates has been assisting the public sector by providing contract services for all aspects of government needs relative to planning and zoning, code enforcement, building code services, landscape architecture, engineering, traffic engineering, surveying, construction management and inspection, and GIS. **CGA is a leader in assisting newly incorporated communities establish their policies and procedures as they transition from County government.** Our staff has been instrumental with the Cities of Weston and West Park and the Town of Loxahatchee Groves in this regard.

CGA is a well-established multi-disciplinary firm headquartered in Fort Lauderdale, with satellite offices located in West Palm Beach, Port St. Lucie, Homestead, Clearwater, Jacksonville, Florida and Atlanta, Georgia. For more than 75 years, our firm has been providing consulting services to both private and public sector clients. CGA's mission is to provide innovative services that exceed client expectations. With a diverse team of professionals and technical staff, CGA possesses the expertise and experience that encompasses all facets of the planning and development process as well as all other tasks that fall under the direction of the Community Development Department.

We have carefully reviewed the scope of services requested by the Village and fully understand the effort required to provide ongoing Community Development Department functions and are committed to devoting the suitable staff and resources to ensure total success.

I, Shelley Eichner, AICP will serve as the Principal -in-Charge and Sarah Sinatra Gould shall serve as the Project Manager.

PRINCIPAL-IN-CHARGE

Shelley Eichner, AICP
Senior Vice President
seichner@cgasolutions.com
Office: (954) 921-7781
Fax: (954) 921-8807

PROJECT MANAGER

Sarah Sinatra Gould, AICP
Planning Department Director
ssinatra@cgasolutions.com
Office: (954) 921-7781
Fax: (954) 921-8807

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering
and Inspection
Construction Services
Contract Government
Data Technologies
and Development
Emergency Management
Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment
and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Thank you for giving us the opportunity to respond to this request for qualifications. I know that given the opportunity, CGA's extensive county and local government experience and expertise can provide the quality services the Village of Estero desires and expects.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

E, —

Shelley Eichner, AI CP
Senior Vice President

MISSION

Calvin, Giordano & Associates', Inc. (CGA) mission for the implementation of our services, is to provide cost effective, customer centered services for the effective implementation and enforcement of the Village of Estero, Lee County and the State of Florida Ordinances, Laws and Codes. Our mission includes making Village of Estero Community Development Department an exceptional place to do business.

The professional staff at Calvin, Giordano & Associates, Inc (CGA) has an extensive amount of experience in providing contract government services, specifically to newly incorporated municipalities. Our expertise has been obtained over the past two decades of contract government services throughout the State of Florida. The proposed CGA staff possesses decades of hands on experience in operating local government entities both as in house employees and as contract service providers. These are the individuals that will be dedicated to the successful service delivery for the Village of Estero. CGA's various divisions have successfully accomplished the transition to contract services in the Town of Davie CRA, City of Deerfield Beach, Town of Lauderdale By The Sea, Town of Loxahatchee Groves, City of Pompano, Town of Surfside, City of Weston and the City of West Park as well as numerous other municipalities with hourly "as needed" contracts. CGA has successfully accomplished dozens of transitions for a variety of services including but not limited to, Planning and Community Development, Building Code Services, Engineering, Project Management, Public Services and Code Enforcement in numerous other Florida municipalities. The approach and philosophy that CGA applies to transitioning service delivery is to ensure the integration of existing and new resources. Specifically we will identify and define the scope of work, expectations and deliverables.

Experience with Newly Incorporated Municipalities

CGA completed the first Comprehensive Plans for the **Cities of Weston, West Park and the Town of Loxahatchee Groves** soon after their incorporation.



City of Weston. The City of Weston is a master planned community consisting of 25 square miles located in western Broward County. The area was originally developed in the 1980's by the Arvida Corporation and its Indian Trace Community Development District. During the early 1990's, as residents began to populate the area, it became apparent that County government, located over twenty miles away did not understand the goals of the residents. Furthermore, as a tax "donor" community, many of the financial resources generated were used to fund projects outside of the area. On September 1, 1996, the residents voted overwhelmingly to incorporate to ensure that control of land use, zoning and maintenance of the "Weston" lifestyle was established and maintained. Six months later, an additional 1200 acres that was developed much earlier was annexed. CGA, as the district engineers, took on the role of city staff (planning, engineering, and landscape architecture) in this contract city. CGA continues to provide planning, engineering, landscape architecture as well as code compliance services for the City.

City of West Park. The City of West Park incorporated in 2005 to ensure redevelopment received focused attention and that services such as code enforcement were provided on a level equal to incorporated cities.

CGA prepared the first comprehensive plan and first zoning code to reflect the need for redevelopment, urban design principles, and park and open space for residents. CGA continues to provide ongoing municipal planning, building and code compliance services for the City of West Park.



Town of Loxahatchee Groves. The Town of Loxahatchee Groves is an eclectic semi-rural community where some residents wished for few regulations and others desired a more environmentally friendly approach to existing and future development. The Town incorporated in 2006 to protect this rural, agricultural community at the edge of urban development in Palm Beach County. Calvin, Giordano & Associates was hired to prepare the Town's first Comprehensive Plan.

A major challenge was to balance the needs and oftentimes conflicting desires of residents, landowners, and the independent Water Control District and develop a set of goals, objectives, and policies for the Comprehensive Plan. A visioning process was undertaken to determine the needs and desires of the various groups on a variety of issues to create a strategic plan for the Town. The strategic vision plan was the guiding tool in developing the Comprehensive Plan. Throughout the process, staff regularly communicated and met with elected officials, Town staff, and residents to ensure that the plan is reflective of the community. Public workshops focused on common themes and consensus building to craft a Comprehensive Plan that suited such varied interests.

Prior to final adoption, drafts of the plan were readily available in print and on the Town's website and stakeholders were encouraged to review and provide comments on THEIR plan.

The adopted Comprehensive Plan focused on balancing agricultural uses with residential uses, supported equestrian trails, and protected the overall rural lifestyle of the Groves while meeting all the state statutory requirements.



TRANSITION PLAN

The professional staff of CGA has an extensive amount of experience in contract government services for both existing and new municipalities, transitions and new start-ups; entire organizations, or partial services, or specific projects. The same CGA staff who assisted in the transition to contract government are those individuals who have been selected for the successful service delivery for the Village of Estero. The following approach will be subject to the guidance and needs of the Community Development Director, Mary Gibbs and the Vice-Mayor, Howard Leviton, as the Planning and Zoning Liaison.

The approach and philosophy that CGA applies to transitioning service delivery is essentially ensuring the integration of existing and new people and resources, and specifically defining work programs and expectations/deliverables. Our recommended approach, which is of course flexible to the Village's interests, is defined in three functional areas; 1) Discovery/Introductions, 2) Definition of Work Programs/Processes, and 3) Start Up/Implementation. There is overlap amongst the three components as some elements of each of the three functional areas will occur concurrently. CGA will dedicate any and all support staff during the transition period to ensure smooth progress and success. The Transition Plan detailed in the three functional areas, following contract execution, is more specifically defined as follows:

1. Discovery/Introductions
 - A. Key Village and CGA Personnel Introductions and Relationship Building
 - B. Define Specific Roles and Relationships for Village and CGA Personnel
 - C. Identification of Resources, Time, Technology, Equipment, etc.
 - D. Data Research and Gathering for Critical Information
2. Work Program and Processes
 - A. Define Specific Areas of Work Program
 - B. Evaluate Processes and Recommendations for Improvement
 - C. Integration of Personnel and Resources
 - D. Define Performance Measures. Written Procedures, Checklists
 - E. Define Customer Service and Ethics Expectations
 - F. Conduct Training
3. Start Up/Implementation
 - A. Finalize Work Assignments and Resource Allocations
 - B. Gather, Share, and Assimilate Feedback Amongst Staff
 - C. Establish Customer Satisfaction Surveys
 - D. Provide "Hands On" Supervision and Communication
 - E. Initiate Operations, Continually Cycling Management, Evaluation, Training, Feedback

PLANNING

With a diverse team of professionals and technical staff, CGA possesses the expertise and experience that encompasses all facets of the planning and development process. CGA provides current, comprehensive planning and/or zoning services throughout Florida and several of our planners currently serve as consulting staff members as well as Community Development Directors for several municipalities. This responsibility requires complete understanding of planning policy and historic precedence to equitably administer zoning and development codes. This role also requires stellar written and verbal communication skills and the ability to maintain professional working relationships with not only colleagues and staff persons but also municipal officials, neighborhood activists and the community at-large. CGA recognizes the uniqueness of each community and easily adapts to a variety of environments. The contract government model's effectiveness has been tested in all of these areas with positive results.

Comprehensive Planning

CGA's multidisciplinary team members have worked together to build a long resume of providing comprehensive planning services throughout our many years of experience. An important component of those plans and long-term visions typically include analyses and discussions on environmental protection, prevention of sprawl, housing opportunities, improving neighborhoods, building upon existing community character, coordinating infrastructure improvements and maintaining and improving quality of life.

Land Development and Zoning Codes

CGA has prepared codes which have assisted municipalities' in their desire to either attract new development, create greater safeguards from development that appears too intense or to clarify code language for ease of use. Some of these ordinances include TOC and TOD ordinances, an overlay district to accommodate places of public assembly consistent with the Religious Land Use and Institutional Persons Act (RLUIPA) and corridor analyses resulting in codes to help manage large lot aggregation to avoid over development. Other new zoning concepts include the preparation of solar panel and car charging station ordinances. In this case, the municipality wanted to encourage green technology, but understood the importance of having regulations in place for aesthetic purposes. These ordinances provided the municipality with those protections, while not hindering sustainable designs.

CGA also has experience developing and implementing hybrid form-based codes. With this experience we can prepare strategies that can improve the plans through text and map changes to reflect 21st Century development patterns and techniques.

Development Review

CGA has undertaken the role of both leading and supporting planning and zoning departments in several newly incorporated communities for more than 15 years. A common theme that all of these communities have is a desire to set their own destiny in terms of planning and zoning. The City of Weston incorporated in 1996 and the City of West Park incorporated in 2005. From the beginning, CGA has handled all of the planning and zoning activities for these two cities. We have developed all of the policies and procedures for planning and zoning reviews, modified and updated all comprehensive plans, codes and land development regulations. CGA also leads the Planning Departments in the Towns of Surfside and Medley. While these are long time established municipalities, both towns lacked full service departments and had serious deficiencies in their processes. CGA has formalized the development process and created standards for applications, including timeframes for completion of tasks.

CGA provides current planning and development review/zoning services to several municipalities throughout Florida and acts as the primary Development Review Committee (DRC) contact. CGA's planning staff possesses a thorough and complete understanding of planning processes from both a public and private perspective and from municipal to state authority. CGA staff participates in and regularly attends conferences and seminars at the local, state and national levels in order to keep abreast of trends in planning.

Our planning and zoning staff are instrumental in shepherding projects from development review through completion of construction. They generally coordinate all disciplines involved in development review, permit issuance and construction through certificate of occupancy (CO). CGA can create a schedule for Development Review, based on the level of service required by the Village, including a set time for staff to review plans, provide comments and meet with the applicant.

The process that we engage in as a reviewing entity starts off with conducting a site visit once we receive a set of the plans from the Village. Over the years, this has been a critical component to ensure that the comments generated are poignant to the development of the project and addresses current on-site conditions. Depending on the project, the initial site visit can also be coordinated with Village Staff, particularly if there are sensitive considerations that need to be accounted for, such as proximity to critical land uses or utilities or the presence of valuable natural resources that deserve a complete analysis. Specifically, by conducting this site visit we have been able to verify vegetation that is mislabeled, omitted or incorrectly accounted for on the plan's included surveys.

An example of a Development Review process is as follows: applications are submitted to the Planning Department. Staff reviews the application for completeness and circulates to the Development Review members. Staff has 10 calendar days to review and provide written comments to the Planning Department. The Planning Department compiles the comments and forwards the applicant the written comments prior to the Development Review meeting. Prior to the meeting with the applicant, CGA staff will always seek to coordinate with Village Staff and other reviewing consultants, as needed, to mediate any potential conflicts in comments being generated by the various team members. Staff also encourages a pre-application meeting prior to submitting a site plan, rezoning, variance, or other development plan to confirm the applicant understands the process.

It has been our practice to work closely with municipal Staff in the development of the comments and in attending any pre-application meeting coordinated with the applicant prior to officially submitting a site plan.

After the final revisions and upon review of the site plan by the DRC members, the site plan will be scheduled for public hearings, if applicable. If needed and upon request by the Village, CGA staff can prepare draft staff reports for the Planning and Zoning Commission and Village Council and attend the scheduled meetings to answer questions or provide any further clarifications.

Historic Preservation

CGA's planning staff work in a variety of settings, including some jurisdictions with significant historic features. CGA is currently working with the Miami-Dade County Historic Board to introduce incentives for historic preservation within the development process. We also have experience analyzing zoning code impacts to historic districts and have been involved in projects that successfully incorporate historic structures into new development schemes. The Surf Club, is a private club in Surfside, Florida, was designed by Russel Pancoast and built in 1930. It was a winter spot for celebrities and politicians of the

time and the site is made up of four acres of oceanfront property. It had many additions and renovations, but the original plans were discovered. A developer purchased the site with the intent of building a large condominium hotel. CGA staff, on behalf of the Town, worked with the Historic Board and the developer to support a project sensitive to an important historic structure. The developer is currently restoring the project to its former glory and, for the first time since it was constructed, opening it to the public as the primary feature of their development.

Original Surf Club from 1930s



Proposed historic renovation and coordination with future development



Transportation Planning

In today's transportation focused market, virtually every regional planning activity and site-specific development involves assessing traffic-related impact. From our combined experience in managing FDOT, municipal and developer driven transportation projects, we have developed a mutually beneficial approach that integrates both public and private-sector perspectives. We currently provide transportation municipal services to many local governments as well as being the district-wide general planning consultant for FDOT District 4, assisting with developments of regional impact, methodology letters of understanding, transportation planning, interchange review and traffic analysis review.

Our Traffic Engineers are a part of the review process for all land development applications and will provide the Village with a comprehensive, non-biased approach to ensuring the Village's interests are protected.

Environmental Review

CGA has extensive experience with environmental review and provides on-going environmental services to a number of municipalities. CGA is responsible for the environmental resource management and environmental planning services to the City of Weston including, wetland mitigation and permitting, invasive and exotic vegetation control administration, site plan review landscape inspection services and annual landscape inspections. CGA reviews all development applications for compliance to the City's landscape and tree preservation codes.



CGA has environmental specialists on board who can maintain the Bald Eagle data and staff the advisory committee. CGA has acted as certified endangered species monitor in multiple construction projects throughout the state of Florida. Each project required the observers be certified and approved through the FFWCC. The majority of our observers have advanced degrees in their respective fields.

GEOGRAPHIC INFORMATION SYSTEMS (GIS) AND INFORMATION TECHNOLOGIES (IT)

GIS

The Data Technologies and Development Department at CGA has been involved in the full spectrum GIS development for over 16 years, inclusive of, but not limited to, data development, data management, QA/QC, generalized mapping, data collection, data analysis, customize GIS web applications and GIS web hosting, just to name a few. CGA has also been an ESRI Business Partner for over eight years. This position allows us to leverage additional resources from the world's industry leader to ensure that our client's needs and requirements are met with the highest standards.

CGA has installed an optimum GIS network environment to handle most client needs. There are two network environments specifically dedicated for GIS, in an effort to provide the highest level of quality service and support. During the initial planning stages of all GIS projects, CGA conducts an assessment to become familiar with not only the project requirements, but also the goals, objectives and expectations of the stakeholders. In addition, other components of the assessment include the project responsibilities of both CGA and government agency staff.

CGA has on staff GIS professionals with various specialties such as:

GIS Design	Application Development
GIS Analysis	Desktop GIS
Emergency Management	GIS Web Applications
Land Surveying	GIS Web Hosting
Public Works / Utility Mapping	Client Server GIS Applications
Cadastral Mapping	Database Customization
GIS / RDBMS Management (DBA)	Mobile GIS Application Development
Database tuning and performance	Real-time mobile GIS "INKforce"
	Disconnected GIS

CGA is an authorized ESRI Business Partner, Microsoft Certified Partner, and have developed INKforce™, a GIS based mobile application for Code Enforcement Tracking (CET), Building and Permitting Tracking (BPT), Fire Inspections Tracking (FIT), Planning and Zoning (PNZ) and Business Tax Receipts (BTR).

IT

CGA's Data Technologies and Development Department offers professional experience in the field of IT. Our knowledge spans from Desktop Support to complex Network Implementations. We have been involved with municipal agency contracts ranging from stepping into evaluating and managing an existing environment to designing, planning and implementing a new environment. Our different levels of expertise allow us to provide the right professional depending on the task that you require. We tailor our service specifically to your needs.

BUILDING CODE SERVICES

Norman Bruhn, Director of Building Code Services, will be the lead contact for the CGA Building Department for the Village of Estero. Norman is a State of Florida Licensed General Contractor and Building Official with over 30 years of experience in the construction industry. Peter Beaudoin, State of Florida Certified Building Official, will assist him with over 20 years of experience in Building Departments. The Building Code Services Division management team will provide the Village with strong management focused on customer service.



Building Code Operations

The CGA Building Code Services Division is prepared to provide an efficient and friendly Building Department to serve the Village of Estero and its customers. The CGA Building Division is comprised of more than 50 full-time experienced employees with the dedication and knowledge required to properly provide Building Code Services. The Building Code Services Division has many responsibilities. Every aspect of the permitting process is very important. The process can be broken down into five functional areas. Of course each functional area has overlap and depends on the success of each for the success of the Division. The five functional areas are:

- Permit Intake
- Plan Review/Processing
- Inspections
- Permit Closeout (Certificates)
- File Maintenance

Permit Intake

The customer service counter is the face of the Building Division. When a customer enters the department it is the permitting staff's responsibility to make the customer's experience positive. The staff will be dressed in a professional logoed shirt. CGA staff will provide an efficient and professional experience for the customer. Each customer will be greeted and receive an acknowledgement that they will be assisted in

a timely manner. Staffing at the customer service counter will fluctuate as needed to maintain a minimal wait time. CGA's permitting staff's experience and training will provide seamless customer service.

- All permitting professionals will dress appropriately. Professional color coordinated logoed shirts.
- FRIENDLY and PROFESSIONAL staff.
- Digital permit applications will be utilized for small single use permits including water heaters, air conditioner change outs, and re-roofs.
- Permit checklist will provide the customer with the information needed to assist in the process.

Plan Review and Processing

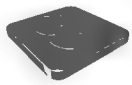
Permit application and plans will be reviewed with a goal of five business days. We understand that fluctuations in the workload may not always allow us to maintain that threshold but all reviews will be completed in no more than 10 business days for large projects and five business days for minor permits. This is accomplished by having an efficient system and a qualified staff. CGA plan reviewers will provide approval to all applications when the file is in compliance with the applicable laws, codes and ordinances. If the permit file is found to be deficient, concise comments will be provided identifying the deficiencies. CGA staff will provide the customer with a clear path to approval. All plan reviews will be documented in the permitting software at the time the review is complete. When all disciplines and departments have approved a file the permit will be processed immediately, the customer will be contacted and the permit will be issued. CGA understands that a day delay by any one individual in this process will delay the entire project and is unacceptable.

- Provide qualified and experienced professionals trained to provide efficient and effective reviews.
- Provide concise comments specific to the project. The review comments will provide a clear path to approval.
- All review staff will be available for customer consultations for professional and friendly assistance.

Inspections

CGA will provide several customer friendly methods to request an inspection. After scheduling an inspection, our inspectors will provide a complete and efficient inspection. The inspection staff is trained to reduce cost with effective inspection routing. Every inspector will be provided with mobile electronic access to the permitting software for real time data entries into our INKforce system. CGA is always leading the way in terms of applying automation and technology to improve and expedite service delivery. INKforce is also utilized in the Code Compliance process, which results in a fully integrated system. Inspection staff are trained to assist customers in the field. This is accomplished by managing the inspection requirements on a project. The inspectors will review the project and inform the customer of the next required inspection and any items needed for the inspection. By planning ahead with the customer the inspector is able to reduce the number of visits required to a project, resulting in a code compliant project.

- Implement inspection-scheduling procedures.
- Provide electronic access in each inspector vehicle. This will increase productivity and customer service. Customers will be able to view the inspection results in real time to allow them to move forward with the project.
- Effectively route inspections.



- Provide inspection management. This process provides guidance to the customer with communications at the site. The inspectors will review the project and inform the customer of the next required inspection and any items needed for the inspection.



Permit Close Out

The successful completion of a permit includes the permit closeout. This step of the permitting process is sometimes not given the level of effort it is due. This process includes reviewing the file to ensure that all documents have been received and completed. Producing all required certificates (certificate of occupancy or completion) and insuring that copies have been transmitted to the property appraiser's office for assessment. Organizing the file for effective record keeping is a necessary part of the process.

- Implementation of a tracking system for permit closeout.
- Issuing a letter for all permits that will expire in the next 45 days. This will assist in reducing the number of incomplete/expired permits.
- Issuing a letter for all permits that have expired. This will allow the permit holder to act prior to the need for a new permit under Florida law.

File Maintenance

The permitting staff is also responsible for accurate and consistent file maintenance. This appears to be a simple process but is often overlooked. CGA utilizes a simple but effective method to organize the permit

files. Every file receives a permit number and is filed in numerical order by the permit number. The files are organized into three categories; files in process, issued permit and completed permits. Every CGA staff member is familiar with the filing system and can locate a file without assistance.

- Ensuring that all files are correctly marked with a valid permit number.
- Centralizing all permit files into 3 categories. (in review, issued, closed)
- Prepare each file for scanning during the closeout process.
- Assist in facilitating the complete implementation of electronic file storage. Work to make each electronic file available online.

Floodplain Review

CGA's building division provides complete floodplain management with certified floodplain managers. This allows the building division to provide a single solution to our customers. We provide services including, assisting a community to join the national flood insurance program, ordinance development and plan review.

CODE COMPLIANCE

Management Plan

As a result of our hard work and dedication to our clients, we have been able to grow our Code Compliance Department to over 25 staff members. Our supervisors average 25 years of municipal and private experience in the code compliance arena. Every code compliance officer is FACE certified and many have obtained multiple FACE certifications. Each project staffing level varies accordingly with the geography, population and scope, but in most cases CGA provides our clients with the Supervisor, Lead Code Compliance Officer, Code Compliance Officers, Lead Administrator and Code Administrators. The full service compliment of staff allows us to streamline the entire process including the Hearing Examiner process.

Operations Plan

CGA will implement a comprehensive turnkey code compliance program for the Village applying the following principles and business model. CGA will assign full time dedicated field inspectors, who will work proactively in the field, not reactively from the office. GIS based maps and field activity will be monitored by management in person, as well as by electronic tracking devices installed in all vehicles.

CGA will carefully select personnel with positive, flexible, customer service orientated attitudes; who are able to create a "results" oriented approach, not a traditional "process" oriented approach. Secondly, CGA will provide ongoing professional development training to all staff members, to "train up" individual abilities. Customer Service will continuously be reinforced as a top priority that we, CGA, are providing on behalf of our client, the Village, to all of its local citizens. A proactive, in the field, "on view" philosophy of identifying code violations (based upon established priorities with the Village) will be implemented by all staff, as opposed to solely a reactive complaint driven approach which is traditionally utilized. In this manner, far greater productivity, volume and results in terms of public contact and code compliance will be achieved. Our INKforce software fully automates all Code Compliance and Hearing Examiner functions, forms and data. Municipal code compliance is a very long, detailed, labor intensive process; especially if conducted in a manual, hard copy, traditional process. INKforce removes many of the manual mundane tasks associated with the Code Compliance process. By automating the process we are able to minimize user errors, which can cause cases to be lost or thrown out, are greatly reduced.

Service Level Improvement

CGA's business model for providing municipal Code Compliance Services is designed and operates in a manner that allows it to be more efficient and effective than traditional manual systems, with approximately one-third less staffing resources; along with realizing a commensurate cost savings. Every step, process and form of the Code Compliance process from initial information through compliance is fully programmed and automated in the **INKforce** software. Additionally all staff members work on laptops in the field, with real time Internet connection and printers, in their vehicles, to expedite information and customer friendly service delivery. Necessary information is entered into electronic versions of forms, notices, agendas and correspondence, which are systematically generated by the software; saving a great deal of time and manual hard copy labor. Staff members are able to use their time more efficiently in the

field working with residents and businesses to improve and maintain their properties through compliance. This automated process results in cost efficiencies and expedited compliance for the Village and residents.

In addition to automating the day to day forms, including NOV, Hearing Examiner Agendas, and orders, INKforce also delivers automated reporting which includes, but is not limited to:

- Daily, weekly or monthly total NOV and Complaint Reporting
 - Includes complaint/NOV type and quantity
- Heat map reporting
 - Allowing Village Staff and CGA Management to efficiently dispatch additional staff when needed
- Automated Hearing Examiner agenda creation



This business model and approach, coupled with a committed priority to productive attitudes, training, professional development, and customer service, allows for increased services, at a lower operating expense. This model is currently operating successfully in the cities of Deerfield Beach, Pompano, Weston, and West Park and the Town of Lauderdale-By-The-Sea.

CGA TRAINING AND SAFETY STANDARDS

CGA prides itself on maintaining a high level of efficiency and safety. We have found that a safe working environment lends itself to an efficient working environment. This starts with a quality, highly trained staff. CGA team members are trained on a continuous basis utilizing several methods. CGA provides in house training through professional programs, mentoring, continuing education, participation in local seminars, and participation in training opportunities. Recent training of Code Compliance Division staff includes but is not limited to:

- 1) Florida Association of Code Enforcement (FACE)
- 2) CGA on boarding and in-house customer service training
- 3) Voluntary self-performed in house safety audits and reporting
- 4) Monthly safety tailgate meetings

All CGA employees receive proper Personal Protective Equipment (PPE) and the associated training. CGA is in the process of expanding our OSHA training. We currently have over 25 employees that are 10-hour OSHA certified, including Chris Giordano.



PRESS RELEASE

City of Pompano Beach

100 West Atlantic Boulevard | Pompano Beach, FL 33060

Press Release Date: 5/15/14

City Receives High Marks on Customer Service Survey

In March of 2010 and April of 2012, Customer Service Surveys were conducted for residents with the goal of benchmarking and improving City services. The surveys were taken from a cross section of City of Pompano Beach residents by an outside firm to determine their attitudes and perceptions towards various City services. In April of this year, the third follow-up Customer Service Survey was completed. Numerous programs and initiatives set in motion after the first survey were continued and new ones were created to continue bolstering citizen satisfaction based on the 2012 survey results.

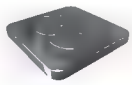
The results of the third survey are extremely encouraging and speak to the success of staff initiatives to improve customer service in the City of Pompano Beach.

The overall impression of the City of Pompano Beach was rated as very positive with 93.8% of the respondents indicating that their impression was either favorable or very favorable. This rating is up from 60.5% in 2010 and 87.2% in 2012. Conversely, only 0.5 felt the impression of the City was unfavorable, down from 7.3% in 2010 and 1.3% in 2012. The performance of the City government has significantly increased since 2010 by 44.2% with favorable or very favorable rating of 83.3%.

Additionally, building and permitting improved from 56% approval in 2010 to almost 88% in 2014. Code Compliance improved from 43% in 2010 to over 92% in 2014. Another survey question that received very positive results was citizen satisfaction with interactions with City employees which is up to 96.8%.

This Customer Service Survey is confirmation that the City of Pompano Beach continues to make great strides in improving City services customer satisfaction. With this very important feedback we will continue our effort to improve our City's customer experience.

The entire 2014 Customer Service Survey results can be viewed by visiting the City's web site at www.pompanobeachfl.gov.



SECTION 2 PROJECT EXPERIENCE

See the following pages for some examples of Calvin, Giordano & Associates' project experience relevant to the scope of work specified in this RFQ.



PEMBROKE PINES BUILDING CODE DEPARTMENT Pembroke Pines, Florida



The City of Pembroke Pines is one of the largest cities in Broward County, and at one point was the fastest growing in the nation. The City maintained a sizable building and zoning department to accommodate the robust activity. However, as economic conditions slowed, resulting in major decreases in building activity, the City was forced to evaluate options to cut costs and provide building and zoning services. The City chose to contract the overall Building Department services to a private contractor. In June, 2009 the Pembroke Pines City Commissioners voted to approve a multi-year contract with CGA to administrate the City's Building Code Services.

As a result of CGA's service delivery as a "turnkey" contract government services provider; the city eliminated its entire annual operating deficit and enhanced customer service.

Client

City of Pembroke Pines

Contact information at time of project:

Charles Dodge
City Manager
10100 Pines Boulevard
Pembroke Pines, FL 33026
(954) 431-4884

Project Date

July 2009 - Current

Services Provided

Building Code Services

Principal in Charge

Dennis J. Giordano

Team Members

Norman Bruhn
Joanne Maglietta
George Desharnais

Company Role

Prime



CODE COMPLIANCE SERVICES Pompano Beach, Florida



CGA has provided the Pompano Beach with Comprehensive Code Compliance services since 2010. CGA has implemented our automated software INKforce, which has allowed us to increase our compliance officers time on the streets to 99% and reduced their in office time to less than 1%. This increased efficiency and presence on the streets has fueled our dramatic increase in the City's resident customer satisfaction survey, which has seen an increase of resident satisfaction of the code compliance department from 43% in 2010 to 92% in the most recent survey conducted in 2014.

Client

City of Pompano Beach

Contact information at time of project:

Dennis Beach
100 West Atlantic Blvd
Pompano Beach, FL 33060
(954) 786-4600

Project Date

2010 - Current

Services Provided

Comprehensive Code
Compliance

Principal-in-Charge

Dennis J. Giordano

Team Members

William Johnson
Mario Sotolongo
Bernard Pita

Company Role

Prime



LAND DEVELOPMENT PLANNING SERVICES Surfside, Florida



CGA was selected to provide review of land development plan services for the Town. CGA met this challenge by providing planning personnel that were knowledgeable about Town and County Codes and local interagency coordination. The entire CGA multi-disciplinary team serves as an available resource.

CGA planning staff is available to the public during all regular working hours and attends Town and all necessary inter-local government meetings. CGA planning staff reviews and processes commercial and residential development projects; reviewed and processed all specialized planning functions such as variances, conditional uses, FLUM and zoning amendments as well as text amendments; prepares all necessary staff reports and CGA works closely with the Town administration, Code Compliance and Building Departments to provide seamless, efficient services to the community.

CGA also prepared the Town's EAR-based Amendments. The project included revised Comprehensive Plan Data Inventory and Analysis including current transportation data, population projections, and housing analysis. The revised Goals, Objectives, and Policies reflected Surfside's interest in incorporating many of the concepts advanced in the November 2006 Townwide Charrette. Additionally, consideration was made to assure the Comprehensive Plan addressed improved transportation along Collins and Harding Avenue.

Client

Town of Surfside

Contact information at time of project:

Guillermo Olmedillo
Town Manager
9293 Harding Avenue
Surfside, FL 33154
(305) 861-4863

Project Date

2006-Present

Services Provided

Planning and Zoning
Civil Engineering
Landscape Architecture
Data Technologies

Principal in Charge

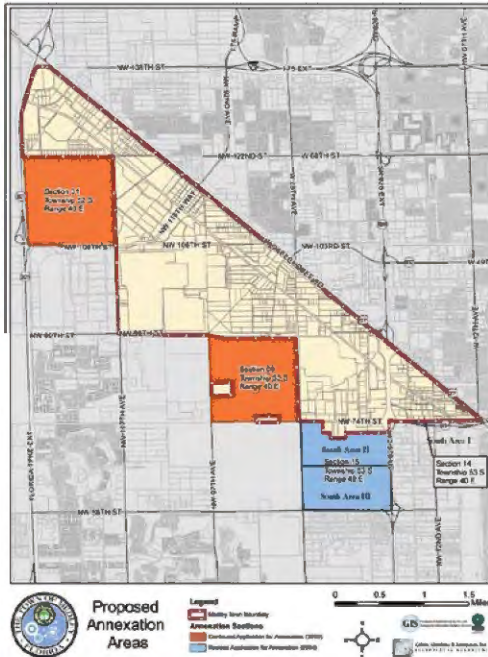
Shelley Eichner, AICP

Team Members

Sarah Sinatra Gould, AICP
Robert McSweeney, PE
Gianno Feoli, ASLA, AIA
Chris Giordano



MEDLEY PLANNING AND ZONING Medley, Florida



General Planning and Zoning Services

CGA staff has been designated as the Town Planners. In this role, CGA staff reviews all site plans and performs zoning permit reviews for all building permits. Staff interacts with the public and Town staff on a daily basis and performs all day to day planning and zoning activities required by the Town.

Emergency Management

CGA has assisted the Town in the preparation of their Comprehensive Emergency Management Plan as well as hosted "table top" exercises to prepare the Town Staff in case of an emergency.

EAR-based Comprehensive Plan Amendments

CGA responded to the Objections, Recommendations and Comments (ORC) Report for the Town of Medley's EAR-based Amendments. Our comprehensive planning team successfully took action on State of Florida concerns including environmental issues related to solid waste facilities located in the Town, HB697 greenhouse reduction strategies, and water supply planning. The EAR-based Amendments were found in compliance by the State in April 2009.

Annexation Study

CGA prepared the Medley Annexation Study according to the requirements of Chapter 20, Article I, Section 20-3 of the Miami-Dade County Code to document the key characteristics and impacts of the proposed annexation by the Town of Medley. The Town decided not to proceed with the proposed annexations at that time, but may consider the annexations in the future.

Client

Town of Medley

Contact information at time of project:

Jorge Corzo, PE, CFM
Town Engineer
7777 NW 72 Avenue
Medley, FL 33166
(305) 887-9541 Ext. 143

Project Date

2009-Present

Services Provided

Planning and Zoning
Emergency Management

Principal in Charge

Shelley Eichner, AICP

Team Members

Sarah Sinatra Gould, AICP
Matine Jou



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

GENERAL PLANNING SERVICES Weston, Florida



CGA has provided professional planning services to the City of Weston since its incorporation in 1996. Services include site plan review, variances, conditional use applications, and future land use map amendments. CGA has prepared all development standards, design guidelines, land development regulations and administrative materials related to planning for the City of Weston.

CGA personnel are on call to provide the public with day-to-day zoning assistance as well as presentations to the City Commission. Planning functions include intergovernmental coordination with County and neighboring cities on key land use issues.

Client

City of Weston

Contact information at time of project:

Denise Barrett
Director of
Communications
17200 Royal Palm Blvd
Weston, Florida 33326
(954) 385-2000
dbarrett@westonfl.org

Project Date

1996-Present

Services Provided

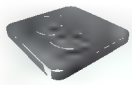
Planning and Zoning
Comp Plans
EAR
Traffic Engineering
Civil Engineering
Environmental Services
GIS

Principal in Charge

Shelley Eichner, AICP

Team Members

Sarah Sinatra Gould, AICP
Sandra Lee, AICP CEP,
LEED AP BD+C
Bill Tesaro



SECTION 3 RESUMES

See the following pages for resumes of all key personnel.



Shelley Eichner, AICP

Senior Vice President

SUMMARY OF QUALIFICATIONS

Ms. Eichner is a Senior Vice President and a Partner of Calvin, Giordano & Associates and oversees all private sector and public sector planning activities. She has over 30 years of diversified planning and platting experience in securing land development approvals, land use plan amendments and local government planning.

Ms. Eichner previously served as Senior Planner for Broward County's Department of Planning and Environmental Protection. She managed and supervised plat applications, created a permit monitoring system, and monitored compliance with all aspects of development approvals. Duties included coordinating the development review agencies in the preparation and adoption of the ordinances amending the Weston Development of Regional Impact.

PROJECT EXPERIENCE

Growth Management Director and Provision of General Planning Services: City of West Park, City of Weston, Town of Surfside, Town of Loxahatchee Groves. Responsible for all planning activities, including plat and site plan review as well as the creation and modification of land development regulations; establishment of zoning, landscaping, sign codes; and, preparation of a master park plan. Oversaw communication and coordination between city management, elected officials, major developers, and residents.

Site Plan Review: Supervised preparation and presentation of site plan reviews and reports under an ongoing cost recovery process. Plans from the cities are distributed to various plan review disciplines and the final reports are presented in a cohesive and consistent manner.

Comprehensive Planning: Supervised preparation of comprehensive plans, evaluation and appraisal reports, EAR-based amendments, water supply plan goals, and capital improvements element updates for various local governments.

Zoning Codes: City Weston, City of West Park, City of Sunny Isles Beach, Town of Surfside. Responsible for preparation, presentation and adoption of zoning codes. Direction required the coordination of workshops and consensus building among the elected officials, residents and developers in the city.

Transit Oriented Development: Sheridan Station-side Village, Hollywood, Florida. Coordinated all planning and engineering services for the site plan application and land use plan amendment for the Sheridan Station-side Village, a mixed-use development integrating an existing Tri-rail station and other transit services.

Town Center Zoning Overlay Districts: City of Hollywood, City of Miami Gardens, City of Sunny Isles Beach. Responsible for development of zoning overlay district comprising zoning criteria, architectural, and landscape requirements leading to town center master plan implementation and for special districts.

Ongoing Private Development Coordination: Responsible for coordinating all aspects of land development activities including platting and site planning, rezoning, and obtaining all government approvals and building permits. Specific tasks involve ensuring that engineering, survey, landscape architecture, and construction management personnel are working together to bring a project to completion.

EDUCATION

M.P.A., Florida Atlantic University, Boca Raton, FL

B.A., Psychology and Management, McGill University, Montreal, Canada

PROFESSIONAL REGISTRATION

American Institute of Certified Planners
No. 116948

PROFESSIONAL ASSOCIATIONS

American Planning Association -
Past President of Broward Chapter

PROFESSIONAL MEMBERSHIPS

Broward County Management Efficiency and Study Committee, Member (Appointed by County Commission); Chair of Growth Management Subcommittee, 2004-2006, & 2009-2011

Technical Advisory Group to the Broward County League of Cities, Chair, 2003-2006

Chair Staff Working Group, School Board of Broward County, 2005-Present
Broward County Oversight Committee, 2009 - Present

Broward County League of Cities Scholarship Committee, Chair, 2010 - Present



Sarah Sinatra Gould, AICP

Director, Planning Department

SUMMARY OF QUALIFICATIONS

Ms. Sinatra has over 10 years of planning experience including municipal planning director duties such as processing zoning requests, land use plan amendments, site plan reviews, plats rezoning petitions, variances, vacation/abandonments and all other development application reviews. She holds a Master's degree in Urban and Regional Planning from FAU. Ms. Sinatra has also written evaluation and appraisal reports, comprehensive plans and zoning and land development codes. She is experienced in writing form-based codes and transit-oriented zoning codes. As the planning department director for Calvin, Giordano & Associates, she acts as the community development director for the City of Weston, the City of West Park and the Town Planner for the Towns of Surfside and Medley. For those entities, she carries out day-to-day planning and zoning activities, presents staff reports and recommendations to the commissions, the planning and zoning boards and provides customer service assistance to residents, developers and business owners.

PROJECT EXPERIENCE

Comprehensive Planning

Town of Surfside EAR. Identified items of concern from the Town's 2006 Charrette, including transportation planning and traffic issues. The EAR also recognized challenges with density and intensity.

Town of Surfside EAR Based Amendments. Incorporated many issues from the Town's 2006 Charrette and provided an analysis on tourist/hotel uses.

City of West Park Comprehensive Plan. Prepared the City's first Comprehensive Plan.

City of Sunny Isles Beach EAR. The City's intense population growth resulted in the need for an evaluation of recreation and open space uses and traffic concerns.

Sheridan Stationside Land Use Plan Amendment. Completed an amendment to the City of Hollywood and the Broward County Land Use Plans to change the land use designation on 40 acres to Transit Oriented Development (TOD). This included residential, hotel units, commercial office at a rail station to create true transit development. There was also an affordable housing component.

City of West Park Transit Oriented Corridor Land Use Plan Amendment. Amended the City and County Land Use Plans to create a Transit Oriented Corridor (TOC) for the City of West Park. The designation provided 575,000 square feet of office space, 500,000 square feet of commercial area, 200 hotel rooms and 1,500 new residential units to a depressed portion of US 441/SR7.

Zoning and Land Development Codes

City of West Park Land Development and Zoning Code. Prepared the City's first Land Development and Zoning Code. These ordinances included new sign and landscape criteria to provide an identity for the newly incorporated City.

Town of Surfside Zoning Code. Created a modified form-based code for the Town. Facilitated many months of workshops to gain as much input as possible from the residents. The code resulted in "McMansion" standards to avoid over building in the single family neighborhood. This code also included new landscape regulations to provide more substantial buffers between uses.

Town of Surfside Design Guidelines. The design of buildings and their compatibility

EDUCATION

B.A. in Political Science, Florida Atlantic University, 1997-2001

Masters in Urban and Regional Planning, Florida Atlantic University, 2001-2003

PROFESSIONAL CREDENTIALS

American Institute of Certified Planners No. 158802

American Planning Association

Florida Chapter of the American Planning Association

Appointed member of the Miami-Dade Shoreline Development Review Committee



Sarah Sinatra Gould, Page 2

for the Town became issues of concern. A number of workshops were held to gain public participation in crafting design guidelines for the Town.

City of Hollywood. Created zoning guidelines and distance separation requirements for homeless shelters, free restaurants, half-way housing, and substance abuse clinics.

Town of Medley. Analyzed solid waste activities in the Town and prepared new zoning category to correct non-conformities.

Collier County Post Disaster Temporary Housing Study. Reviewed the County's Comprehensive Plan and Zoning Code to determine where housing could be located after a disaster as well as identifying sections of the code to be waived in post disaster conditions.

City of West Park Enterprise Zone. Prepared housing, population and income data as well as mapping data for inclusion into the Broward County Enterprise Zone. The State of Florida granted inclusion of the City in the Broward Enterprise Zone in 2010.

Town of Surfside. Prepared an overhaul of the Town's sign code. Added illumination standards and made allowance for LED screens to accommodate the business owners' requests.

Municipal Planning Staff

City of West Park, Planning and Zoning Director. Oversee the day to day functions of the Planning and Zoning Department. Respond to zoning calls from property owners and interested parties. Created the development review process for the City and chair the development review group meetings. Review zoning permits and certificates of use. Complete development reviews including site plans, plats, variances, special exceptions, land use plan amendments and rezoning applications. Created the necessary applications for these development reviews and prepare all staff memorandums to the City Commission.

City of Weston, Director of Development Services. Process development review applications including site plans, plats, variances, special exceptions, land use plan amendments and rezoning as well as managing the Planning and Zoning Department. Prepare items for the Development Review Committee (DRC) and the City Commission by chairing the DRC meeting, preparing the staff memorandum to the City Commission and presenting the application to the City Commission.

Town of Surfside, Town Planner. Respond to zoning calls from the public. Created the development review process for the Town and chair the development review group meetings. Review zoning permits and prepare items for the Design Review Board Meeting. Present site plans and permits to the Design Review Board, which analyze architectural and design standards in completing the review. Complete development reviews including site plans, plats, variances, special exceptions, land use plan amendments and rezoning applications. Prepare all staff memorandums and present the items to the Planning and Zoning Board and the Town Commission.

Town of Medley, Town Planner. Process development review applications including site plans, plats, variances, special exceptions, land use plan amendments and rezoning as well as the managing the agenda for the Development Review Committee (DRC). Prepare and present applications to the Town Council.

City of Pahokee, Consulting Planner. Provide zoning assistance to the City and to the general public. Review development applications including site plans, plats, variances, conditions uses, and rezoning applications. Prepare staff memorandums and present the items to the Planning and Zoning Board and the City Commission.



Richard D. Cannone, AICP *Planning Administrator*

SUMMARY OF QUALIFICATIONS

Richard Cannone, a Planning Administrator at Calvin, Giordano & Associates is responsible for the preparation of comprehensive land use plan amendments for public and private clients, as well as assisting the Planning Department with required analyses for EAR-based Amendments and Comprehensive Plans. In addition to comprehensive planning, Mr. Cannone will assist the Department in representing various municipal clients of CGA by reviewing applications, preparing staff reports and attending meetings for current planning activities, including but not limited to development applications such as rezoning, site plan and plat review, special exception, conditional use and amendments to the comprehensive plan. When required, Mr. Cannone will be responsible for project management, scheduling and budgeting for private and public sector clients.

PROJECT EXPERIENCE

Assistant Project Manager the Related Group, 2013-2014. Facilitate and assist the Vice President in all phases of entitlements, development and construction, including permitting, customer service, sales/marketing, management, association turnover and other problems or issues related to the timely finalization of the project. Negotiate a variety of contract with vendors, as well as agreements, easements and other instruments with local and state governments.

Planning Administrator Broward County, 2013. Supervisory and administrative work managing comprehensive planning, land use, special projects, zoning, code enforcement and redevelopment in Broward County.

Planning Administrator Calvin, Giordano & Associates, 2011-2013. Responsible for project management, scheduling and budgeting for private and public sector clients, the preparation of comprehensive land use plan amendments and land development regulations for public and private clients, as well as assisting the Planning Department with required analyses for Comprehensive Plan Amendments, Comprehensive Plans, Annexation Studies, Neighborhood Plans, Design Guidelines and Zoning/Land Development regulations. Currently implementing a variety of land development code amendments based upon strategies identified in the Comprehensive Plan for municipal clients.

- **Town of Medley Consulting Planner.** Responsible for all planning activities including plat and site plan review as well as the creation and modification of land development regulations; updating the Town's zoning codes; and preparation of a solid waste overlay project. Oversees communication and coordination between Town management, elected officials, major developers, and residents. Creation of Certificate of Use Ordinance and BTR Ordinance.
- **City of Pahokee, Florida.** Preparation of site plan reviews and reports for the City of Pahokee under ongoing cost recovery process. Plans from the City are distributed to various plan review disciplines and the final reports are presented in a cohesive and consistent manner.
- **Preparation of Annexation Studies for the City**
- **City of Hallandale Beach, Florida. RAC and Fashion Row Arts Districts.** Update of City Land Development/Zoning Codes and Overlay Districts consistent with the City-wide Master Plan and Regional Activity Center.
- **Ongoing Private Development Coordination:** Responsible for coordinating all aspects of land development activities including platting and site planning, rezoning, and obtaining all government approvals and building permits.

EDUCATION

MS Public Management,
St. Thomas University,
Miami, Florida

BS Community and
Regional Planning,
Iowa State University,
Ames, Iowa

PROFESSIONAL REGISTRATION

American Institute of
Certified Planners

TRAINING

Affordable Housing Finance

Real Estate Development
Finance

Home Inspection

Community/Neighborhood
Organizing

Effective Lobbying

Asset and Property
Management

Conflict Resolution

Communicating with
difficult people

Economic Development
Marketing

Economic Development
Finance

NIMS IS 700, IS 800, ICS
100, ICS 200 and
Emergency Management
Coordination



Richard Cannone, AICP, Page 2

- **City of Hallandale Beach, Hallandale Beach, Florida.** Director, Development Services, Housing, Economic Development and CRA Departments. Performed highly complex and responsible managerial and administrative work directing physical and economic development/redevelopment, community redevelopment, planning and zoning programs, and code enforcement/compliance to ensure growth of City and efficient use of City's resources in adherence with long and short-term goals, ordinances, policies and procedures pertaining to development services. Directed and supervised the operation and oversaw the daily activities of the Economic Development, Planning and Zoning, Code Compliance, Building, Community Redevelopment Agency and Engineering divisions within the Department of Development Services that included a staff of 35 full time employees and a budget of approximately \$15 million. Acted as primary liaison with the public and City officials in the receipt, processing, review and recommendation of all land development applications. Responded to public inquiries regarding City development and planning. Consulted with investors and developers who are reviewing the City, prepared and gave presentations to various interested civic and professional groups as it relates to redevelopment of the City.

City Manager/Finance Director City of Clairton, 2010-2011. Chief Executive Officer of a Pennsylvania Third Class City located in the Pittsburgh, Pennsylvania metropolitan area with a total budget of approximately \$3.5 million and 40 employees. Responsible to a five member City Council for the day-to-day operations of the municipality including, but not limited to, finance and budgeting, economic development, building, planning, code enforcement, community development, public works, library, contract management for utilities and other contracts, public safety (police, volunteer fire and EMS), risk management, recreation (including management of regional swimming pool) administration, labor negotiations and personnel matters.

City Manager City of Weslaco, 2009-2010. Chief Executive Officer of a municipality along the United States/Mexico Border. Annual General Fund Budget of approximately \$29 million with 350 employees. Responsible to a five member City Council for the day-to-day operations of the municipality including, but not limited to, finance and budgeting, economic development, building, planning, code enforcement, community development, public works, library, contract management for utilities and other contracts, public safety (police, fire, EMS), risk management, recreation, regional airport, homeland security, administration, labor negotiations and personnel matters.

Development Services/CRA/Economic Development Director City of Hallandale Beach, 2007-2009 & 2010. Duties & Responsibilities: Directed and supervised the operation and oversaw the daily activities of the Economic Development, Housing, Planning and Zoning, Code Compliance, Building, Community Redevelopment Agency and Engineering divisions within the Department of Development Services that includes a staff of 35 full time employees, 10 contract employees and a budget of approximately \$15 million as well as assist in the implementation of the City's Capital Improvement Program.

Senior Land Planner Greenberg Traurig, 2005-2007. Duties & Responsibilities: Senior Land Planner with International Law firm. Work closely with land use and environmental attorneys in developing and implementing innovative growth management and project strategies to assist clients with problem solving and achieving compliance with planning and regulatory requirements

Principal Planner City of Coral Gables, 2003-2005. Duties & Responsibilities: Perform professional planning and supervisory duties. Administer the review of all Planning Department applications to include comprehensive land use plan amendments, re-zoning, developments of regional impact, notice of proposed change applications, annexations, site plans, plats, abandonment's, and conditional uses. Advise developers and property owners of policies and regulations.



Nakeischea Loi Smith, AICP

Senior Planner

SUMMARY OF QUALIFICATIONS

Ms. Smith has seven years of municipal planning experience ranging from processing building permits and reviewing zoning applications to authoring land development and zoning ordinances, codes and regulations for both local and international governments. She holds a Master's degree in City Planning from the Massachusetts Institute of Technology where she specialized in Housing, Community and Economic Development. As the Senior Planner at Calvin, Giordano & Associates, Ms. Smith carries out general planning and zoning functions for the City of Miami Gardens, City of Pahokee, City of West Park, Town of Cutler Bay, Town of Medley and Town of Surfside in addition to developing special studies and preparing reports. She also works closely with Community Redevelopment Agencies throughout Florida as part of CGA's Redevelopment and Urban Design Division, which focuses on community improvement and revitalization.

PROJECT EXPERIENCE

City of Pahokee, Florida. Processed rezoning petitions and presented staff reports and recommendations to the commission and planning and zoning boards.

Town of Cutler Bay, Florida. Conducted an analysis of ordinances related to cost recovery and notice/advertisement procedures. Prepared recommendations and drafted proposed language to be included in the revised land development regulations.

Town of Medley, Florida. Reviewed site plans for commercial development and prepared staff reports for variance and rezoning applications.

Town of Surfside, Florida. Analyzed the existing sign code and identified issues and inconsistencies. Prepared a rewrite of the sign code to include updated standards, elimination of contradictory language, clarification of terms and definitions, and incorporation of modern sign typologies.

Martin County, Florida. Assisted in the development of the County's first form-based code within the seven Community Redevelopment Areas.

Miami-Dade County, Florida. Prepared a Finding of Necessity Study for the establishment of a Metrozoo-Richmond Heights Community Redevelopment Area.

Nassau, Bahamas. Established the country's first Business Improvement District within downtown Nassau.

YEARS OF EXPERIENCE

7

EDUCATION

MA, City Planning,
Massachusetts Institute of
Technology, 2007

BA, Sociology,
Northeastern Illinois
University, 2004

AA, French, Northeastern
Illinois University, 2004

AA, Spanish, Houghton
College, 1998

PROFESSIONAL AFFILIATIONS

American Institute of
Certified Planners
No. 165215

Business Member of the
City of Hollywood Green
Team Advisory Committee



Chris Giordano, MSC

Director of Management Services

SUMMARY OF QUALIFICATIONS

Chris Giordano has ten years of construction management experience. After graduating from the University of Central Florida with a Bachelor of Science in Electrical Engineering Technology, he pursued a career in the construction management industry. Chris held the positions of Project Administrator, Project Manager, Contracts Manager, and finally Project Controls Manager for the Orion Marine Group before deciding being appointed Project Administrator at Calvin, Giordano & Associates, Inc.

Chris has managed hundreds of millions of dollars in construction. The clients for these projects ranged from federal, state, local and private clients. Chris gained construction experience throughout the southeastern United States as well as in the Caribbean.

PROJECT EXPERIENCE

Director of Management Services – Governmental Services. Calvin, Giordano, & Associates, Inc., Fort Lauderdale, FL.

- Coordinates and Assist in the Management of all Government Contracts
- Manages the Production of Bid Documents, Responses to RFIs, and Bidding Process
- Recommend Award of Contracts to City Commission
- Manage the Contractor's Submittals, Payment Applications, Claims, Change Orders
- Ensure Contractors are Maintaining Current Schedule and Budget Goals.
- Manage and Direct all Required Subconsultants and Inspectors as Needed

Capital Improvement Projects Managed:

- Town of Surfside Utility Rehabilitation Project
- Town of Surfside Community and Aquatic Center Construction
- Town of Surfside Comprehensive Traffic Study and Analysis
- Town of Surfside Seawall Inspection, Design and Reconstruction
- Sunny Isles Beach Newport Fishing Pier Project Administration and Permitting
- Sunny Isles Beach North Bay Road Bridge Project Administration and Permitting
- Port Sutton Manatee Observation
- Jupiter Maintenance Dredging Manatee Observation
- Tampa MATOC Dredging Manatee Observation

PROJECT CONTROLS MANAGER & CHIEF ESTIMATOR

Orion Dredging Services, LLC, Jacksonville, FL. (2008 – 2009)

- Create and Present all PSR & PCSR Reports for Division, Primavera Progress Schedules, Cost and Revenue Forecasts, and Direct Cost and Schedule Support to Project Managers.
- Perform all Bid Estimates for Federal, State, Local, Private and International Projects.
- Forecast Every Project on a Monthly Basis and Present Findings in Monthly PCSR Meetings.
- Managed Multiple Public Works Contracts Concurrent with PCM & Estimating Duties.

Marine Construction Projects Managed:

- Pier Construction and Cruise Ship Berth Dredging-Waterside Improvements, Labadee, Haiti.
- USACE Blount Island Emergency Dredging for Navy Ship Traffic and Mooring – Jacksonville, FL

EDUCATION

BSEET, Electrical Engineering Technology, Concentration on Computer Systems. University of Central Florida, 2005

PROFESSIONAL REGISTRATION

Florida Marine Specialty Contractor (Active License) No. SCC131151012

OSHA 10-Hour Safety Certified



Chris Giordano, Page 2

- TPA FY 08 Maintenance Dredging for Commercial Ship Traffic and Mooring – Tampa, FL
- Port Everglades Maintenance Dredging for Commercial Ship Traffic and Mooring – Fort Lauderdale, FL

Contract Manager; Subaqueous Services, Inc., Orlando, FL. (2004 – 2008)

- Managed Office Staff of 10 Employees.
- Maintained all Correspondence with Owners/Engineers.
- Managed \$44 million In Annual Contract Backlog.
- Created and Attended all Presentations for Governments, Citizens, Conferences and Private Firms.
- Created Project Tracking Databases.

Marine Construction Projects Managed:

- Volusia County Emergency Beach Nourishment – Dune Restoration.
- Miami Dade County BEAR 1 (Beach Erosion and Re-nourishment)
- Tampa Port Authority Hookers Point Expansion.
- Jaxport Dames Point Expansion – Project One.
- SFWMD Lake Trafford Restoration – Phase II.
- FIND MSA 434/434C DMMA Construction.
- Island Pointe Marina Dredging.
- Bayou Grande Villas Maintenance Dredging.
- Port Everglades Maintenance Dredging.
- Panama City Marina and Homeowner Canal Dredging.
- Peace River Hurricane Debris Cleanup.
- FP&L Hurricane Debris Cleanup.
- Hendry County Oxbow Dredging.
- SFWMD S-65A Rock Rip Rap Bank Restoration.

Engineering Inspector Intern, GLC Construction, Hallandale, FL. (1999 – 2001)

- Air Tested Concrete.
- Slump Tested Concrete.
- Inspected Pollution Retard Baffles.
- Inspected Mud Work on Drainage Structures.



Norman Bruhn

Director of Building Code Services

SUMMARY OF QUALIFICATIONS

Norman Bruhn has over 25 years of construction management experience. After graduating from Santa Fe College with an Associates of Arts in Criminal Justice, he pursued a career in the construction industry. Norman has held the positions of Assistant Superintendent, Project Supervisor, Chief Structural Inspector and Plans Examiner, and finally the Building Official for numerous cities and organizations such as Norcot Inc., City of Coal Springs, Town of Davie, City of Cooper City, Capri Engineering, Miami Shores Village, and City of Pembroke Pines.

At Calvin, Giordano & Associates, Inc., Norman has been appointed the Director of Building Code Services where he oversees all of our Building Code employees throughout all of Broward County in municipalities such as Fort Lauderdale, Pembroke Pines, West Park, Pompano Beach, Weston, Lighthouse Point, and Deerfield Beach.

PROJECT EXPERIENCE

09/2008 - Present: Miami Shores Village, Florida

Building Official, Building Chief Inspector, and Building Plans Examiner

- Job duties include municipal inspections, plan review, and all building official duties.
- Responsible for all means and method of building department operations.

08/2007-09-2008: Calvin, Giordano & Associates, Inc., Fort Lauderdale, Florida

- Building Official/Building Director and Chief Structural Inspector (Town of Surfside)(A.B. City of West Park)

04/2006-04/2007: Capri Engineering, Sunrise, Florida

- Senior Inspector/Plans Examiner. Job duties included municipal inspection and plan review for several Broward cities, plan review for private provider services and threshold inspections.

07/2002-03-2006 & 04/2007-08/2007: City of Cooper City, Florida

- Assistant Building Official/Chief Structural Inspector. Job duties include supervision of inspectors and plan reviewers. Performance of administrative tasks including the issuing of Certificate of Occupancy as required by the F.B.C.

12/2000-07/2002: Town of Davie, Florida

- Building Inspector for structural aspects of new construction, alterations and additions of all types of construction. Job duties include performing all inspections required by the S.F.B.C. including F.A.C.

10/1998-12/2000: City of Coral Springs, Florida

- Building Inspector for structural aspects of new construction, alterations and additions of all types of construction. Job duties include performing all inspections required by the S.F.B.C. including F.A.C.

10/1993-08-1997: Norcot, Inc., Port St. Lucie, Florida

- Project supervisor in charge of entire jobs from sales, bidding scheduling, and completion. Type of work was small residential remodels (kitchens, baths, room additions). 50% owner

EDUCATION

Associates Degree
Santa Fe Community
College

LICENSES & CERTIFICATIONS

Florida State Certified
General Contractor
CG-C057387

Florida State Certified
Roofing Contractor
CCC-1329044

Florida State Certified
Structural Inspector
BN-3525

Florida State Certified Plans
Examiner, PX-1809

Florida State Building Code
Administrator
BU-1346



Norman Bruhn, Page 2

01-1993-10-1993: B & D Structures, Inc., North Miami Beach, Florida

- Structural supervisor for concrete forming crew with 5 to 15 men in my direct supervision. Job duties included all layout, material ordering, scheduling concrete/pumps, and forming.

02/1989-02-1991: Rogers & Ford Construction, Boynton Beach, Florida

- Assistant supervisor with 2 to 20 men in my direct supervision. Job duties included layout and supervising production. Projects included Club and facilities at Weston, Publix food store & plaza at Weston, and solid waste transfer station.

01/1985-02/1989: North South Construction / Ocean Properties Limited, Boynton Beach, Florida

- Assistant superintendent traveling to 5 states building Marriott Hotels.



Peter A. Beaudoin

Assistant Building Official

SUMMARY OF QUALIFICATIONS

Peter Beaudoin has over 40 years of construction experience. Peter has held management positions of Mechanical Superintendent, Chief Inspector and Plan Reviewer for both Plumbing and Mechanical, and Building Official for several municipalities such as the City of Cooper City, Coral Springs, West Park, Pembroke Pines, Deerfield Beach, and Lighthouse Point. Being licensed and certified in mechanical and plumbing along with his many years of experience, makes Peter a versatile asset to Calvin, Giordano & Associates, Inc.

PROJECT EXPERIENCE

2007-Present: Chief Mechanical Inspector/ Plumbing plans Examiner

- Review construction Plans in the Mechanical and Plumbing disciplines for conformity to the Florida Building Code as well as local agencies requirements. Assist the contractors, engineers and architects as well as owner builders with corrections and interpretations
- Performed field inspections in both disciplines when code violations were observed correction notices were issued and follow up inspections were performed for compliance
- Supervised one field inspector and part time will call inspectors when needed and in the absence of the Building official I assumed the full responsibilities including issuing certificates of occupancies

1993-2007: Building Official Chief Mechanical / Chief Plumbing Inspector, City of Cooper City, FL

- In September 1993 this was an entry level inspector's position. I performed field inspections for compliance to the South Florida Building code under the supervision of the Building Official and Chief Mechanical Inspector Doval Sallustio. I qualified for and received my Plumbers certification through the Broward County Board of Rules and Appeals and performed field inspections for compliance to the South Florida Building Code as well as the health department and utilities and local agencies again under the direction of Mr. Sallustio
- I qualified and received the Standard plans examiners license from the Department of Business and Professional Regulation for the Mechanical and Plumbing disciplines.
- I reviewed construction plans for the conformity to the South Florida Building as well as the new Florida Building Codes
- September 1998 I was promoted to Chief Mechanical and Plumbing Inspector
- November 2005 I was promoted and assumed the duties of the Building official
- My duties included over seeing a department with 8 employees administrating the department budget employee evaluations, attending commission meetings and issuing Certificates of occupancies and also performed Mechanical/Plumbing plans review and Inspections

1980-1993: Mechanical Superintendent, Ivey Mechanical Contractors, Nashville, Tennessee

- Over saw the installation of sheet metal duct work, chillers, air-handlers, steam and chill water piping systems in various hospitals in Broward County Including Coral Springs Medical Center , Hollywood Memorial, University Hospital in Tamarac Florida and Northwest Regional Medical Center in Margate Florida

LICENSES

Plumbing State of Florida
Contractors CFC039969
(inactive)

Broward County Board
of Rules and Appeals
Mechanical Plans Examiner
/ Inspector

Broward County Board
of Rules and Appeals
Plumbing Plans Examiner/
Inspector

Department of Business
and Professional
Regulation Building Code
Administrator BU1065

Department of Business
and Professional
Regulation Standard Plans
Examiner PX980

Department of Business
and professional
Regulation) Standard
Inspector (BN273



Peter A. Beaudoin, Page 2

1972-1979: Gordon F. Merrick Oil Company, Plaistow, New Hampshire

- Assist in the installation of boilers and forced hot air furnaces, threaded steel pipe for oil storage tanks.



Mario Sotolongo

Senior Code Enforcement Supervisor

SUMMARY OF QUALIFICATIONS

Mario Sotolongo has over twenty (20) years of professional experience in the construction industry. Mr. Sotolongo is the Senior Code Enforcement Supervisor in the City of Pompano Beach, a division of the Governmental Services Department with Calvin, Giordano & Associates, Inc. (CGA). Since Mr. Sotolongo has been with CGA, he has become FACE Level IV certified and obtained a Yellow Belt in Lean Six Sigma.

PROFESSIONAL EXPERIENCE

2012 to Present: Calvin, Giordano & Associates, Inc., Government Services
Code Compliance Supervisor, City of Pompano Beach
Code Inspector, Zone 5 (Highlands)

200-2012: City of Fort Lauderdale, Department of Sustainable Development
Code Enforcement Officer. (Levels I, II and III)

- Trained and qualified in Noise Regulations, City wide
- Enforcement of Artificial lighting restrictions during Sea Turtle nesting season
- Artificial lighting restrictions, City wide
- Uniform Land Development Regulations
- Special Entertainment Districts (noise and special regulations)
- Special Reaction Team (Specialized Enforcement Actions City wide)

2003-2006: Nelco Companies / AAA Glass & Mirror
Glass and Glazing Contractor

- Inside Sales
- Outside Sales
- Building Permit Applications
- Office Manager

1992-1999: National Glass and Construction Company, Miami, FL
Building Contractor, specializing in Commercial Glass and Glazing

- Vice President (1997 to 1999)
- Project Manager
- Designer (CAD Level I)
- Estimator (1992 to 1997)
- Sales and Estimating
- Drafting
- Building Permit Applications

1990-1992: Lloyd's Register of Shipping, La Habana, Cuba, British Ships
Classification Society

Inspection and Insurance Adjuster

- Assistant to Senior Inspector (1991 to 1992)
- Report Review and Translation
- Automotive Mechanic and Driver (1990 to 1991)
- Report Review and Translation

1989-1990: MAINCON B.V., Dutch Ships Handlers Corporation
Supply of spare parts to ocean going vessels

- Local Sales and Technical Representative
- General Office Management
- Sales and Technical assistance to vessel owners

EDUCATION

School of Engineering,
Universidad de la Habana,
CUJAE, Cuba. Associate in
Mechanical

School of Engineering,
Universidad de la Habana,
ISCAH, Cuba. Associate in
Mechanical Engineering

CERTIFICATIONS/ PROFESSIONAL REGISTRATIONS

Green Building and
Sustainable
Development Course

Quest Technologies
Environmental Noise
Reduction

FL Institute of Government
- FACE Level IV

FL Institute of Government
- FACE Level III

FL Institute of Government
- FACE Level II

FL Institute of Government
- FACE Level I

BCC Institute of Public Safety
- Parking Enforcement
Specialist

Dade County – Trade Bldgt
Specialty Metal Awnings and
Shutter

MDCC Real Estate FREC
Course I



Sandra Lee, AICP CEP, LEED AP BC+D, CFM

Director, Environmental

SUMMARY OF QUALIFICATIONS

Ms. Lee has 20 years of professional experience and directs CGA's Environmental Department coordinating our regulatory permitting, environmental planning, site assessment, resource management and environmental technical support services. Before joining CGA, Ms. Lee was a Biologist with the Growth Management Division of Monroe County. During the three years that CGA provided planning and zoning services for the newly incorporated City of Marathon, she lived full-time in the Florida Keys and was responsible initially for all the environmental planning for the City of Marathon and subsequently for a full range of planning services for the City. Prior to relocating to Fort Lauderdale, Ms. Lee was a resident of the Florida Keys for 10 years where she became very familiar with the environmental sensitivities regarding the flora, fauna, land and special government programs governing and protecting the 160-mile string of coral islands making up the Keys, a designated area of critical State concern. In general, Ms. Lee:

- Provides technical support, environmental resource management, environmental planning and sustainable development services to public and private entities
- Provides permitting services to obtain environmental resources permits at the local, state and federal level
- Coordinates interagency and multi-disciplinary team efforts
- Provides most feasible development and mitigation options, and the probable costs for mitigation options
- Prepares Coastal and Conservation Elements for Comprehensive plans, coordinates on Comprehensive Plan Evaluation and Appraisal Reports (EAR) and EAR based amendments
- Designs wetland mitigation plans, provides bidding and construction oversight services for the construction and installation of mitigation and natural areas
- Manages the compliance monitoring on over 2,000 acres of constructed wetlands and administers the maintenance contract on over 2,000 acres of created and enhanced wetlands
- Conducts and manages field staff conducting wetland, wildlife and habitat assessments, imperiled species surveys, mitigation compliance monitoring reporting, and tree surveys

ENVIRONMENTAL RESOURCE PERMITTING EXPERIENCE

Archdiocese of Miami Blessed John XXIII Religious Facility, Miramar, Florida.

Responsible for environmental permitting, which included the site assessments, wetland assessments and obtaining a U.S. COE, a Broward County and two South Florida Water Management District permits; one for the development site and one for a newly constructed off-site mitigation area. Nearly the entirety of the development site was wetland and was comprised of multiple habitat types and qualities. The Archdiocese had previously obtained environmental resource permits for this project and purchased mitigation previously constructed under a prior project. However, the Archdiocese had let all permits expire and needed to again go through the entire permitting process, under new regulatory criteria. Permitting required extensive negotiation to allow previously purchased mitigation credit from a private development site to continue to apply to this project. Additional off-site mitigation was also required. Also designed the newly constructed off-site mitigation area, conducted the mitigation construction oversight and long term compliance monitoring, and the conducted maintenance oversight for the off-site mitigation area.

YEARS OF EXPERIENCE
20

EDUCATION

M.A. Biology/Ecology,
Magna Cum Laude
St. Cloud State University,
Minnesota

B.A. Biology/Botany,
Magna Cum Laude
St. Cloud State University,
Minnesota

PROFESSIONAL REGISTRATION

American Institute of
Certified Planners
No. 018627

Green Building
Certification Institute
LEED A.P. BD+C
NO. 10215598

Association of State
Floodplain Managers CFM
No. US-07579

Florida DEP Qualified
Stormwater Management
Inspector
No. 5889



Sandra Lee, AICP CEP, LEED AP BD+C, CFM, Page 2

Pembroke Lakes Square/Miramar Pinelands Natural Area, Miramar, Florida. Responsible for coordinating and finalizing the permitting through the U.S. COE, Broward County and the SFWMD with mitigation plan components from multiple firms for the construction of a commercial complex in Pembroke Pines on a 26+ acre site that was entirely wetlands. Mitigation was constructed in Miramar on the County-owned Miramar Pinelands Natural Area that was purchased with State funding. The project required a tri-party agreement with County Commission approval for mitigation construction on County park land. The project also required obtaining a permit modification for additional adjacent wetlands purchased and added to the development site; coordinated the purchase of mitigation bank credits for the additional land.

Dania Basin 5 Drainage Improvements, Dania Beach, Florida. Designed and permitted a unique bio-swale stormwater improvement system to benefit both the developed and adjacent natural habitats. Conducted all site and wetland functional assessments for permitting and processed permits through the U.S. COE, the South Florida Water Management District and Broward County; permitting required extensive negotiation with various Divisions of Broward County for use of County land that is designated wilderness area, mangrove habitat, and serves as a buffer to West Lake Park. The project required the development of an Agreement with the County and the City requiring approval by the County Commission. The construction of the bio-swale did require unavoidable impacts to wetlands; however, the swale design included enhancements that created greater wetland functional gain than the functional loss through the impacts. The project restored historic sheet flow of freshwater to the West Lake Park habitat.

Foxcroft Multi-Family Residential Development, Miramar, Florida. Responsible for site assessments and obtaining a U.S. COE, Broward County, and a South Florida Water Management District permit for the redevelopment of a golf course into a residential development. Mitigation bank credits were purchased for the U.S. COE permit and on-site mitigation was conducted for Broward County. Additionally, over 20 acres of non-mitigation created wetland habitat was designed and included in the final plan.

Public Lands, Weston, Florida. Responsible for obtaining a water use permit from the South Florida Water Management District for nearly 1,000 acres of irrigated public land.

City Center Parking, Pembroke Pines, Florida. Responsible for environmental permitting, which included the site assessments, wetland assessments and obtaining a U.S. COE, a Broward County and a South Florida Water Management District permit for the development site and for a newly constructed off-site mitigation area. Nearly the entirety of the development site was wetland and was comprised of multiple habitat types and qualities; also developed the mitigation plan for the conversion of an off-site golf course to wetland habitats. The development fell within an FPL power line easement requiring additional coordination and approvals with FPL. The U.S. COE permit required the coordination of purchasing mitigation bank credits. Economic developments in 2014 led to the City selling the off-site golf course. Currently working with the City to release the recorded conservation easement and modify the issued permits to allow the City build the parking facility with mitigation bank credits instead of designed off-site mitigation.

Dania Cove Park, Dania Beach, Florida. Obtained local, state and federal permits to install site improvements required by a Florida Communities Trust and a Parks for People grant including dock, shoreline platform, and shoreline protection measures on a City park located along the Dania cut-off canal. Designed a stabilization system for a badly eroded and unstable shoreline embankment and developed a shoreline vegetation plan.

Ortanique Residential Subdivision, Pompano Beach, Florida. On behalf of the City CRA obtained an ongoing Florida Fish and Wildlife Conservation Commission permit to relocate burrowing owls and collapse burrows to allow on-going site grading work to be conducted within the subdivision.

Drainage Improvements, Lake Park, Florida. Conducted a submerged aquatic vegetation survey and obtained a U.S. COE and SFWMD permit for installation of a new outfall and upgrades to existing outfalls into the Lake Worth Lagoon for a Town drainage improvement project.

FPL Substation, Dania Beach, Florida. Conducted the site assessments and wildlife survey and obtained a U.S. COE and a Florida Department of Environmental Protection permit for the expansion of an electric substation in mangrove habitat recognized as Outstanding Florida Waters, and coordinated the purchase of mitigation bank credits for the wetland impacts.



Sandra Lee, AICP CEP, LEED AP BD+C, CFM, Page 3

Pembroke Harbor/Pembroke Cay, Pembroke Pines, Florida. Responsible for coordinating the final issuance of permits, with multiple firms, for a 170 acre residential and commercial development project that required 34 acres of on-site mitigation and the purchase of 55 mitigation bank credits. Completed the final wetland mitigation plan and planting chart. Conducted the site assessment and obtained a permit modification for a roadway extension which included additional wetland impacts and the purchase of additional mitigation bank credits.

A1A Improvements and Bike Lanes, Jupiter, Florida. Obtained environmental permits, conducted the site assessments, including shoreline and submerged aquatic vegetation surveys, for new outfalls into the Lake Worth Creek Aquatic Preserve which is recognized as Outstanding Florida Waters. Conducted the investigations to complete and submit the environmental LAP documentation.

Drainage Improvements, Weston, Florida. Obtained a US COE and a Broward County permit, and modified two South Florida Water Management District master surface water permits for drainage improvements including culvert replacements.

Increment III Mitigation Areas, Weston, Florida. Re-permitted Increment III of the Weston DRI through Broward County for document consistency with the final mitigation conditions, and amended the Increment II Conservation Easement dedicated to the Florida Department of Environmental Protection.

WETLAND MITIGATION COMPLIANCE MONITORING EXPERIENCE

Increment III, Weston, Florida. Conducted the quarterly, five year compliance monitoring and reporting program on 1,535 acres of sawgrass marsh, tree island, constructed refugia, and lake-shelf habitat, documented utilization by a wide variety of wildlife including the federally listed Snail Kite.

Pembroke Falls, Pembroke Pines, Florida. Conducted the quarterly, five year compliance monitoring and reporting program on 204 acres of forested wetland, marsh, hammock, and open water, documented utilization by a wide variety of wildlife including the federally listed Wood Stork.

Memorial Hospital, Miramar, Florida. Conducted the quarterly, five year compliance monitoring and reporting program on 51 acres containing slough, marsh, wet prairie, and tree island habitat; documented utilization by a wide variety of wildlife including flamingos.

Isles at Weston, Weston, Florida. Conducted the quarterly, five year compliance monitoring and reporting program on 65 acres of marsh containing shallow channels and hydric islands which also contains an archaeological site.

Berman Preserve, Davie, Florida Conducted the quarterly, five year compliance monitoring and reporting program on 28 acres of marsh, tree islands, slough, forested uplands, and forested wetlands.

Blessed John XXIII Religious Facility, Miramar, Florida. Conducted the quarterly, five year compliance monitoring and reporting program on seven acres of slough, marsh, and wet prairie habitat located among other mitigation sites.

Pembroke Harbor, Pembroke Pines, Florida. Conducted the quarterly, five year compliance monitoring and reporting program on 34 acres of wetland containing emergent marsh, tree islands, and open water with a hydric berm separating the mitigation from an adjacent drainage canal. Obtained a contract to continue oversight after the regulated compliance monitoring period.

Miramar Pinelands, Broward County, Florida. Conducted the quarterly, five year compliance monitoring and reporting program on 32 acres of wetland creation located on Broward County Park land at the historic head of the Snake Creek slough, contains open water and wet prairie habitat.

ROADWAY PROJECT EXPERIENCE

Pines Boulevard widening, Pembroke Pines, Florida. Completed the Contamination Screening Evaluation Report and the State Environmental Impact Report.

A1A Improvements and Bike Lanes, Jupiter, Florida. Completed the site assessments including shoreline and submerged aquatic vegetation surveys for new outfalls into the Lake Worth Creek Aquatic Preserve, which is recognized as Outstanding Florida Waters. Conducted the investigations to complete and submit the environmental LAP documentation.



Sandra Lee, AICP CEP, LEED AP BD+C, CFM, Page 4

Holmberg Road Sidewalk Installation, Parkland, Florida. Conducted the site assessments for the installation a 6' wide concrete sidewalk along the north side of Holmberg Road from NW 71st Terrace east to SR 7, conducted the investigations to complete and the submit the environmental LAP documentation.

Bonaventure Boulevard Roundabouts at Saddle Club Road and at Lakeview Drive, Weston, Florida. Conducted the site assessments and conducted the investigations to complete and submit the environmental LAP documentation.

Bus Stop Improvements and Greenway, West Park, Florida. Conducted the site assessments for improvements to bus stop locations along Pembroke Road and Hallandale Beach Boulevard and for a pedestrian 'Greenway' consisting of a seven-foot-wide meandering sidewalk with pathway lighting, benches, trash receptacles, sod and small groupings of palms and accent trees to be constructed along the east side of Barak Obama Boulevard. Conducted the investigations to complete and submit the environmental LAP documentation.

MUNICIPAL EXPERIENCE

Environmental Management, Weston, Florida: Responsible for the environmental resource management and environmental planning services to the City and the administration of the maintenance contracts on over 2,000 acres of created and enhanced wetlands.

Land Clearing Review, Loxahatchee Groves, Florida. On behalf of the Town reviewed and issued the land clearing permit for a 15+ acre religious facility on Pineland habitat, developed the tree mitigation plan, developed the performance guarantee estimate, conducted the site inspections to ensure compliance to the issued permit, and final permit close-out.

Environmental Planning, Marathon, Florida During the three years that CGA provided planning and zoning services for the newly incorporated City of Marathon, Ms. Lee lived full-time in the Florida Keys and was responsible initially for all the environmental planning for the City of Marathon and subsequently for a full range of planning services for the City. Ms. Lee worked closely with the City Administration, Code Compliance and Building Department to provide seamless, efficient services to the community. She reviewed and processed all applications for commercial and residential development, implemented the local 'Rate of Growth' residential allocation system, reviewed and processed specialized planning functions such as variances, conditional uses, FLUM, zoning and text amendments; and prepared all necessary staff reports and public notices gaining in depth experience in implementing:

- Heightened habitat, wetland and shoreline protection measures;
- Transfer of development rights to protect sensitive habitat;
- Coastal protection measures;
- Habitat Open Space overlays to protect sensitive habitat; and
- Rate of Growth measures

Code Review, Palm Beach, Florida. Requested by the Town to review the Town's Ocean Vista zoning requirements and the State laws relative to the regulations for trimming vegetation on beach dunes to identify inconsistencies and to make recommendations to the Town to achieve consistency with the State regulations.

Community Rating System Certification, Weston and Pembroke Pines, Florida. Compiled and submitted the annual certification documents to FEMA for the CRS participation in the NFIP. Obtained an upgraded CRS score for the City of Weston.

NPDES Annual Reporting, Town of Surfside, the City of Sunny Isles Beach and City of Pembroke Pines, Florida. Compiled and submitted the annual MS4 reporting documents for the Town of Surfside, the City of Sunny Isles Beach and Pembroke Pines.



Sandra Lee, AICP CEP, LEED AP BD+C, CFM, Page 5

GRANT ADMINISTRATION

Dania Cove Park, Dania Beach. Coordinated with the County and State on gaining approval for the project site design, tracked all expenditures and processed and obtained all grant disbursements for the City from the Florida for Communities Trust and the Parks for People Grants for the site development, and closed out the grants.

Bonaventure Pump Stations, Weston. Tracked all expenditures and processed and obtained all grant disbursements funds for the City from a Florida Division of Emergency Management Hazard Mitigation grant, a South Florida Water Management District grant, and a Florida Department of Environmental Protection grant.

Stormwater Improvements, West Park. Tracked all expenditures and processed and obtained all grant disbursements funds for the City from South Florida Water Management District and a Florida Department of Environmental Protection grant.

Sanitary Sewer Improvements, Surfside. Tracked all expenditures and processed and obtained all grant disbursements funds for the City from a Florida Department of Environmental Protection grant.

Drainage Improvements, Surfside. Tracking all expenditures to process disbursement requests for two Florida Department of Environmental Protection Department grants.

PROFESSIONAL ORGANIZATION ACTIVITIES

Ms. Lee currently serves as the President of Board of Directors of the South Florida Chapter of the U.S. Green Building Council and actively participates in the Chapter activities and educational programs. Throughout 2009 she served on the Greenhouse Gas Reduction Subcommittee of the Broward County Climate Change Task Force and participated in the Built Environment working group. Ms. Lee is also actively involved with and currently serves as a Board officer for the South Florida Association of Environmental Professionals.



Eric Czerniejewski, P.E., ENV SP *Director of Traffic Engineering*

SUMMARY OF QUALIFICATIONS

Eric Czerniejewski, P.E., is the Director of Traffic Engineering for CGA with 18 years of experience in transportation infrastructure design, traffic engineering and transportation planning. He has experience in transportation projects that include preparation of traffic studies including corridor studies, traffic impact studies, mobility studies and parking utilization and reduction studies. He is also specialized in signalization design, roadway design, managing, designing and permitting select transportation infrastructure engineering projects; planning, developing and coordinating civil engineering design documents; and coordinating construction engineering and inspection. Some of his relevant mobility plan experience includes development of citywide mobility plan for the City of Fort Lauderdale, preparation of the campus master mobility plans for Florida International University and Florida Atlantic University campuses as well as Memorial Health Care Joe DiMaggio Hospital campus. He is certified to prepare traffic control plans and process LAP projects by FDOT.

PROJECT EXPERIENCE

Transportation Manager, City of Fort Lauderdale -Managed and supervised the traffic engineering, transportation planning and transportation design program for the City of Fort Lauderdale (City) Transportation and Mobility Department including all Department traffic engineers and transportation planners.

Managed the Downtown Fort Lauderdale Transportation Management Associations' (TMA) Citywide Sun Trolley community bus service including development of the Uptown Link and route extensions. Developed and submitted relevant grant applications for transportation and transit projects including TIGER, Transportation Enhancement, EPA Green Streets and FTA New Freedom. Developed the Capital Improvement Plan (CIP) for traffic, roadway, transit, aviation and parking improvement projects aligned with the City Commission Action Plan. Developed and Monitored Citywide Strategic Plan Performance Measures for Transportation initiatives including Sun Trolley/Community Bus Equipment, Routes and Fares. Developed the key citywide long-range transportation plan including the 2015-2035 comprehensive strategic multimodal program entitled Connecting the Blocks- Creating Options for Moving People-Created the City Complete Streets Guidelines

- Managed the citywide review of all transportation elements of the Development Review Committee to determine traffic impacts for new development projects submitted for approval. Included review of all traffic impact studies and parking studies and ensured that walkability and alternate modes of transportation was being provided along the transportation network adjacent to the development site.
- Collaborated with Government Agency Partners including the Downtown TMA. The Florida Department of Transportation (FDOT), Broward Metropolitan Planning Organization (MPO), South Florida Regional Transportation Authority, Broward County, Federal Aviation Administration and adjacent municipalities on all public transit, traffic engineering and transportation projects in the City.
- These included the following projects in the City Commission Action Plan:
- The Wave Streetcar, Florida East Coast All Aboard Florida, SR-A1A Rehabilitation and Modification projects, Broward Blvd Gateway Implementation Project, FDOT Advanced Transportation Management System Central Broward Corridor Project, Central Broward East West Transit, SFRTA Tri-Rail Coastal Link, Downtown and Uptown Mobility Hub Development Initiatives, Downtown Units Land Use Plan Amendment.

EDUCATION

Bachelor of Science (BS), Civil Engineering, SOUTHERN ILLINOIS UNIVERSITY AT EDWARDSVILLE, Edwardsville, Illinois

CERTIFICATIONS & LICENSES

Professional Engineer License (#58002)

ENVISION Sustainability Professional Certification

Advanced Maintenance of Traffic Certification (FDOT)

PROFESSIONAL AFFILIATIONS

ASCE Region 5 Governor

ASCE Broward Past President

ASCE National Public Policy Committee

AWARDS

ASCE Government Engineer of the Year (2013)

ASCE Engineer of the Year (2011)

ASCE Young Engineer of the Year (2006)



Eric Czerniejewski, PE, ENV SP, Page 2

FDOT District 6 Districtwide Public Transportation Consultant Contract - Provided studies, performed evaluations, developed strategies, and secured funding for highway, transit, rail, freight and seaport projects while enhancing performance for all transportation modes. These analyses required expertise in collecting data, assessing the context, validation of data, analysis of demands, forecasting and growth and provided transit design and construction determinations in conjunction to responding to public and private stakeholders concerns. Completed the following projects as part of this Contract:

- Miami Dade Aviation Department (MDAD) Triennial Safety Audit of MDAD Automated People
- Mover Systems- Audit Review of the MDAD Transit Security Program Plan and System Safety Program Plan
- Miami Dade Transit (MDT) Triennial Safety Audit of Bus and Rail Systems- Audit Review of the MDAD Transit Security Program Plan and System Safety Program Plan

Broward MPO Pompano Beach Education Corridor Transit Study - Due Diligence was performed to determine the feasibility of a transit shuttle or circulator to improve access to the educational facilities along the Coconut Creek Parkway corridor that runs through Pompano Beach, Margate, Coconut Creek and Coral Springs. This included estimating capital and operating costs, identifying opportunities and/or constraints and coordinating proposed transit improvements with other plans or projects including: land use plans, traffic, roadway and sidewalk projects, interface with existing and future Tri-Rail service and Mobility Hubs for the Premium Transit Corridors at Sample Road and University Drive (Gateway Hub).

Hallandale Beach Boulevard Corridor Improvements- Project Manager who performed the design and permit approvals for Florida Department of Transportation (FDOT) and Broward County Traffic Engineering Department for the conversion of two Hallandale Beach one-way collector roadways, to two-way facilities. The two key issues addressed were evaluation of the geometrics and centerline transition through the intersections, as well as improving the overall travel time between US 1 and SR A1A. This included the evaluation of the existing and future vehicle delays in traffic flow on Hallandale Beach Boulevard. The geometric alignment included eliminating a southbound through movement for each intersection. The analysis of the traffic flow on Hallandale Beach Boulevard required a progression analysis of the traffic signals from US 1 to SR A1A, which detailed the net change in the signal cycles and the effect on the traffic flow. In addition, left-turn flashing arrows (permitted left turn), elimination of pedestrian crosswalks and modification to signals to eliminate crossing maneuvers, cycle reductions and improvement to traffic flow were also a part of the traffic analysis. Services provided included traffic engineering and transportation planning, signalization design, roadway design, drainage design, public participation and utility coordination. The signalization design included incorporation of upgraded pedestrian signal infrastructure, as well as revised signal phasing and timings.

Coral Station at Brickell Way Traffic Impact Analysis - This traffic impact study evaluated the anticipated traffic impacts within a downtown Miami area for a proposed mixed-use development. The site features offices, apartments, restaurants, retail and a parking garage. The analysis included data collection, trip generation and distribution, forecasted future volumes and a traffic signal warrant analysis. In addition, Consultant looked at other approved project traffic within a one-mile radius of the project to better predict the future capacity of the surrounding roadways. Synchro capacity analysis software was used to evaluate traffic operations and followed MUTCD guidelines for the traffic signal warrant analysis.

Florida Department of Transportation (FDOT) District 6 Biscayne Boulevard (NE 5th Street to NE 13th Street) - In order to continue the enhancements of the US 1 Corridor for the City of Miami, Consultant developed a streetscape design to unify the area surrounding the American Airlines Arena, Bicentennial Park and the Performing Arts Center. Enhancement of the pedestrian corridor and integration with the existing Roberto Burle Marx paving design, directly to the south, was integral in the design of the project. Coordinated with the City of Miami during the design process, participated in numerous public involvement and design meetings, and incorporated access management concepts, including limited vehicular access and multi-modal transportation. Improvements included specialty paving and lighting elements. This project was part of a multi-year continuing service contract with FDOT District 6.



Michael Conner, RLA, ASLA

Senior Landscape Architect

SUMMARY OF QUALIFICATIONS

Mr. Conner has more than 30 years of combined experience in municipal, commercial, and private sector work. As a Registered Landscape Architect and a Certified Arborist, he is also knowledgeable in all aspects of urban and community forestry planning and tree inventory and appraisal – particularly in built-out environments in the South Florida area. His expertise lies in site planning, hardscape and landscape design. He also has successful experience in public space creation and planning, environmental mitigation, contract administration, site inspections, and grant writing. **He will contribute his expertise in native planting, arborist services, and landscape construction administration for landscape projects.**

PROJECT EXPERIENCE

Library Park, Weston, Florida; Project Manager, Lead Designer. Responsible for the design detailing and construction administration of a five-acre passive-use park with a signature fountain component, outdoor classroom facilities and a historical narrative trail adjacent to a public library, a middle school and a high school. Mr Connor provided site design beyond the conceptual level, planting selection and irrigation design, implementing the City's adopted wayfinding and branding components, visibility and security design, and coordination with an architectural sub-consultant for the development of restroom facilities.

Peace Mound Park, Weston, Florida; Project Manager. Responsible for the design detailing and construction administration of a waterfront passive park with the purpose of ensuring celebrating the existence of an archaeological Tequesta Indian burial mound. Mr. Connor was responsible for conducting an audit of over 200 existing trees, determining their health and relocation parameters and coordinating the mitigation of any vegetation that needed to be removed.

Bonaventure Boulevard and Blatt Road Roundabout, Weston, FL; Construction Landscape Architect: Provided landscape design and coordinated with traffic, electrical and civil engineering for a new roundabout. The project included the integration of landscape planting signage, branding, wayfinding, lighting, bicycle trails and pedestrian pathways.

NW 27th Avenue Streetscape, Miami-Dade County, Florida; Project Manager, Lead Designer. Developed a planting and irrigation design for the FDOT roadway through two cities and several districts. Mr. Connor was responsible for all permitting and coordination of several consumptive-use permits for varying zones through various segmented agencies and three municipalities, the implementation of City wayfinding and detailing specialty planting design to provide each city with their own character.

Memorial Regional Hospital 35th Avenue Streetscape, Hollywood, Florida; Design Team Member. Responsible for the construction detailing of hardscape components and planting for a streetscape design and wayfinding for a re-dedicated roadway segment to the hospital campus as part of this LEED-Gold project.

SW 48th Avenue Median Enhancement, West Park, Florida; Project Manager, Lead Designer. Assisted the City in obtaining grant funding for the beautification of roadway medians. Provided landscape and irrigation design as well as construction administration for the four-block project.

YEARS OF EXPERIENCE
25+

EDUCATION

B.S. Landscape
Architecture
Ball State University,
Indiana, 1985

B.S., Environmental
Design
Ball State University,
Indiana, 1985

Ball State Honors College
Sigma Lambda Alpha,
Landscape Architecture
Honor Society

PROFESSIONAL REGISTRATION

Landscape Architect,
Florida License
#LA0001181

ISA Certified Arborist
License #FL0777

PROFESSIONAL ASSOCIATIONS

American Society of
Landscape Architects
Chairperson 1990
Broward Section

Florida Urban Forestry
Council
President 1999

Landscape Inspectors
Society of Florida

International Society
of Arboriculture



Curt A. Keyser, PE

Director of Engineering

SUMMARY OF QUALIFICATIONS

Mr. Keyser has more than 20 years of leadership, management, and engineering experience, including full P&L responsibility. He has an extensive project management background that includes 350+ storage tank compliance programs, 200+ corporate image re-branding initiatives, and multiple ADA compliance upgrade design projects for such companies as BP, Shell, Texaco, Hess, and others.

- Operations Leadership – Possesses solid experience and proven success in managing complex operations, cross-functional teams, and million-dollar budgets. Equally effective as a leader and key contributor. Applies a hands-on, participatory approach to team management that celebrates employee success and provides ongoing feedback for improvement.
- Strategic Planning and Execution – Maintains effective balance between big picture, strategic thinking and a focus on the details necessary for program execution. Success in achieving buy-in from upper management for key strategies.
- Organizational Change Management – Frequently serves as a key catalyst for change and manager of game-changing initiatives, including mergers/ acquisitions, market downturns, and turnarounds for under-performing operations.

PROJECT EXPERIENCE

Pinnacle Development Services, Fort Lauderdale, Florida. As president, held full P&L responsibility for engineering consulting firm, managing team of seven and a \$1.2 million annual budget. Drove sales initiatives, including bid and proposal preparation/submission. Oversaw all design and permitting work.

Petropac Solutions, Fort Lauderdale, Florida. Vice president of engineering, branch manager; promoted to direct all aspects of 11 departments within the largest branch operation of a \$35 million retail petroleum service company, as well as directing engineering projects/initiatives. Supervised team of more than 100 and administered a \$20 million annual budget, reporting directly to the company president. Oversaw all activities involving general construction, engineering, permitting, facilities maintenance, petroleum contracting, and environmental compliance. Maintained relationships with a client base that included Shell, 7-Eleven, BP, Texaco, and Amoco.

DF. Consultants, Fort Lauderdale, Florida. General manager; scheduled, executed, and managed all engineering and permitting tasks for a retail petroleum consulting firm, leading a team of 10 that included CADD draftsmen and permit expeditors. Serviced a client base that included Chevron, Mobil, Hess, and Shell among others. In charge of overall quality control and improvement for engineering drawings and documents.

Shell Oil Company, Fort Lauderdale, Florida. District engineer; promoted to handle construction and related functions (including due diligence, design, and permitting) involving new retail sites and major capital investments. Planned and administered \$20 million annual budget.

WATER AND WASTEWATER TREATMENT PLANT CONSTRUCTION AND RENOVATION

Water Treatment Plant Communications Towers, Palm Beach County, Florida. Project manager and engineer-of-record for design and construction of communications towers at Palm Beach County Water Treatment Plant #9, Water Treatment Plant #11, and Morikami Park Reclaimed Water Treatment Plant.

EDUCATION

Bachelor of Science in Mechanical Engineering
Virginia Polytechnic Institute & State University, 1990

CERTIFICATIONS & LICENSES

Professional Engineering Licenses, Florida (#51407) and Pennsylvania (#PE053306E)

Certified Building Contractor License, Florida (#CBC1250810)

Certified Pollutant Storage Systems Specialty Contractor License, Florida (#PC56807)

Certified Underground Utilities and Excavation Contractor License, Florida (#CUC1223786)

Certified Plumbing Contractor License, Florida (#CFC1425870)

Certified Mechanical Contractor License, Florida (#CMC1249334)

PROFESSIONAL AFFILIATIONS

Member: American Society of Civil Engineers, Florida Engineering Society, and National Society of Professional Engineers

Member: Cooper City's Planning and Zoning Advisory Board, 2000–2004; Served as Board Chairman, 2003–2004



Curt A. Keyser, PE, Page 2

Water Treatment Plant Degasifier Improvements, Delray Beach, Florida. Project manager for major improvements to the odor control system at Palm Beach County Water Treatment Plant #3.

Water Treatment Plant Hypochlorite System Improvements, Delray Beach, Florida. Project manager for major improvements to the hypochlorite pump and piping system, including removal and replacement of all pumps, pipes, valves, meters, and appurtenances within the existing hypochlorite room at Palm Beach County Water Treatment Plant #3.

UTILITIES INSTALLATION

Eagle Transport Lift Station and Force Main Installation, Port Everglades, Florida. Project manager for abandonment of septic system and installation of new lift station with two-inch diameter HDPE force main connected to existing eight-inch sanitary force main.

Gravity Sewer Main Extension, Miami Gardens, Florida. Project manager and engineer-of-record for abandonment of septic system and installation of new oil/water separator, 130-linear-foot, six-inch diameter sanitary lateral, and 425-linear-foot, eight-inch diameter gravity sanitary main connected to existing sanitary manhole. Project included open-cutting and maintenance of traffic for busy six-lane thoroughfare.

Advance Auto Parts Lift Station and Force Main Installation, Hollywood, Florida. Project manager and engineer-of-record for installation of new lift station with two-inch diameter x 1500-linear-foot HDPE force main connected to existing eight-inch sanitary force main.

Shell Oil Lift Station and Force Main Installation, Plantation, Florida. Project manager for abandonment of septic system and installation of new lift station with two-inch diameter x 1200-linear-foot HDPE force main connected to existing eight-inch sanitary force main.

ROADWAY AND DRAINAGE DESIGN

Pines Mobil Turn Lane, Pembroke Pines, Florida. Project manager and lead designer for increased storage and taper at left turn lane from northbound University Drive to westbound Pines Boulevard in connection with the redevelopment of the Mobil gas station on the northwest corner of the intersection.

Pines Boulevard Bus Stop, Pembroke Pines, Florida. Project manager and lead designer for Broward County Mass Transit Authority bus stop bay on north side of Pines Boulevard West of University Drive in connection with the redevelopment of the Mobil gas station on the northwest corner of that intersection.

Shell Access Road, Dania Beach, Florida. Project manager and lead designer for access road, and associated drainage, from Stirling Road to rear of proposed Shell gas station for future development of a hotel.

NPDES Municipal Separate Stormwater System (MS4) 2013 Annual Report, City of Weston, Florida. Project manager for the preparation of the City's annual report. Coordinated with City's director of public works to collect and assemble required data and to complete and submit report in compliance with FDEP requirements.



Antoine Jackson

GIS Specialist

SUMMARY OF QUALIFICATIONS

Mr. Jackson has managed federal, state and local projects. He has more than 15 years of experience in civil engineering and GIS. His expertise includes conveying GIS/spatial information to a non-GIS/technical audience. His experience includes GIS spatial and attribute data management, integrating data from disparate sources, defining datatypes, identifying data anomalies and responding to business requests for database changes.

PROFESSIONAL EXPERIENCE

Calvin, Giordano & Associates - Fort Lauderdale, Florida USA - GIS Specialist

- Member of Data Technologies and Development Division
- Assist GIS Manager, Project Managers and / or Project Engineers in various GIS related projects
- Daily activities included the production of spatial data, development and maintenance of spatial
- Enterprise databases, topological analysis, data conversion between various formats, and spatial analyzes
- Develop tools to automate the monthly updates of parcel ownership (Created custom ArcToolbox tools to automate monthly property updates)
- Collaborate in the ten-year program of the Office of the U.S. Census [2010 Decennial Census Local
- Programming using VBA Script language in order to customize ArcPad applications 7x

Cogent Infotech, Miami Dade County. GIS Analyst

Develops a wide variety of computerized maps and map layers through the use of automated drafting equipment by interpreting source data, electronically drafting or digitizing the information into the computer data base, adhering to pre-established Assessor and GIS mapping conventions and following pre-established procedures and sequences; quality assures layers for accuracy; identifies and corrects GIS errors; establishes and maintains GIS and computer data files; determines scale, line size and color to print hard copies of computerized maps using a plotter; trains staff to interpret source documents and use automated drafting equipment; may act as departmental liaison regarding the Geographic Information System (GIS); may assist in writing and simplifying procedures; may act as a lead worker to extra-help staff; graphically depicts parcel splits, combinations and land boundary adjustments, including subdivisions, condominiums and townhouses, through the use of computer aided drafting techniques and tools, by interpreting and researching legal descriptions on recorded deeds and survey maps; prepares chronology of changes to parcels requiring additional research; transfers revised parcel drawings to Assessor computer files and the County GIS utilizing standards and protocols appropriate to each function; calculates land areas; annually revises parcel maps to reflect tax code area changes by evaluating information provided by the State Board of Equalization; answers questions and provides information to the public and staff regarding assessment maps; prepares legal descriptions of tax delinquent properties, describing property boundaries in relation to adjacent properties by researching and combining existing descriptions; completes supporting forms, paperwork and correspondence to relay completion of parcel changes to the property owners and staff.

EDUCATION

Oklahoma Comm. College,
Oklahoma City, OK
Drafting Degree

Rose State College
Midwest City, OK.
Associate Degree
Electrical Engineering

TRAINING

Formal training for Geo
Media, Huntsville, Alabama

ESRI Arc Map at Metro
Tech, Norman, OK



Antoine Jackson, Page 2

Aerotek, Williams Energy. GIS Analyst, 09/12 -02/14

- Maintain geospatial attributes associated with the pipeline system
- This includes maintaining the centerline position of the pipeline, valve locations, pipe attributes and other information that pertains to the pipeline that are stored in SDE and SQL database
- Responsible for generating alignment sheets, HCA maps and risk assessment data sheets
- I used ESRI products and custom pipeline application will be utilized to perform tasks and develop solutions that are unique to each project
- Coordinate with engineering to define potential HCA impacts as defined in CFR49 Part 195 and will be a member of the audit team responding to DOT audits; manages and maintains data for National Pipeline Mapping System (NPMS) annual submission
- Worked directly with field personnel to collect, process, incorporate and correct data for pipeline updates
- Conducts research, queries, and creates custom data and maps for various internal customers
- Responsible for data acquisition and integration as new pipeline systems are acquired
- Support GIS department with basic mapping assistance, research, and printing
- Assist with data acquisition and integration when new pipelines and/or facilities are acquired
- Create, maintain, and input pipeline information into GIS-based pipeline management and maintenance system
- Input pipeline maintenance records
- Verifying data using PODS, ArcGIS PODS tool bar and of PODS data model organization

Randstan Engineering, Shell Oil Houston, GIS Analyst. TX 05/12-08/12

Responsible for completing assigned tasks under the supervision of the Project Manager. Under limited supervision, assists in the design, development, implementation, and maintenance of systems, software, GIS, and data integration solutions to administrative, scientific and technical problems through the use of computer technology.

- Develops and modifies simple applications and scripts using ArcObjects, Python, VBScript Oracle, and Model Builder
- Participated in documentation compliance reviews and related remediation for system security and controls
- Creates new computer programs or credit existing programs in order to produce maps and automate procedures
- Maintains databases for GIS-related metadata
- Writes documentation as necessary
- Participates as needed, in meetings with developers and client staff to fully understand expected project outcomes
- Works cooperatively with managers to complete assigned work
- Proactively seeks input and clarification from other employees assigned to given projects in order to minimize time spent in performing the essential duties of the position

City of Houston, Houston, TX, ProjectTech. 02/08-04/12

Work closely with the Engineering & Construction Division's Substitute Services Program. Obtains the property owner's signed right of entry agreement for the sanitary sewer and water CIP projects that require substitute service. I prepared technical standards, engineering drafting of plans for various projects. I have developed a data base for the Developers Participation Contracts using Access, VB, and Arc Map. Performs reference drawings and obtain project data from outside sources. Prepares, maintains, and updates reports and records. Conduct field investigations.

- Mapped existing and future water, storm and sewer routes
- Reviewed customer's as built plans
- Create maps and graphs, using GIS software and related equipment
- Review water/wastewater as-built and additional engineering drawings
- Use additional ESRI tools to validate and modify GIS layers
- Gather, analyze, and integrate spatial data from staff and determine how best the information can be displayed using GIS



Antoine Jackson, Page 3

- Compile geographic data from a variety of sources including censuses, field observation, satellite imagery, aerial photographs, and existing maps
- Analyze spatial data for geographic statistics to incorporate into documents and reports
- Design and update database, applying additional knowledge of spatial feature representations
- Enter new map data through use of a digitizer or by direct input of coordinate information using the principles of cartography including coordinate systems, longitude, latitude, elevation, topography, and map scales
- Analyze geographic relationships among varying types of data
- Prepare metadata and other documentation
- Move, copy, delete, and add files, drawings, and maps to output reports in hard copy or electronic transfer
- Present information to users and answer questions
- Retrieve stored maps



Timothy N. Rodriguez

Applications Development Manager

SUMMARY OF QUALIFICATIONS

Mr. Rodriguez is the Applications Developer Manager for the Data Technologies and Development Group at Calvin, Giordano & Associates. He holds more than eleven years of experience in programming technologies such as VB, VB.Net, C#, COM+, ASP, JAVA, XML, XSL, MSSQL Server 7.0 – 2008, Crystal Reports, Reporting Services 2005, AJAX, Team Foundation Services, MS Project 2010, ESRI ARC GIS Server. Tim has successfully created and deployed various projects in regards to critical business processes which required him to assess, gather, and develop requirements which carefully adhered to the budget and scheduling constraints.

PROJECT EXPERIENCE

INKforce.net Enterprise Government Software

Designed, and helped developed a web-based data driven, GIS, building and permitting, code enforcement, planning and zoning and online payment portal system to help automate the process of everyday functions for the each municipality listed.

- City of Weston Florida
- City of West Park Florida
- Town of Pembroke Park Florida
- City of Pembroke Pines Florida
- Miami Dade County Florida
- Town of Lake Park Florida
- City of Madeira Beach
- City of Odessa Texas
- Prince George County Virginia
- City of Pompano Beach Florida
- City of Greenacres Florida
- City of Sunny Isles Beach Florida
- Town of Lauderdale By The Sea
- Palm Beach County
- Managed the enterprise wide software rollout of the INKforce.net enterprise software solution
- Managed the deployment of our enterprise wide support ticketing software
- Responsible for rolling out the Team Foundation Services software application which incorporates all areas of our software development cycles and PNPs
- Continue managing a group of software developers which provide customized processes, reports and analytics for both internal and external customers
- Responsible for continued development in budgeting, resource allocations and projections for growth management
- Responsible for documenting and discovering new opportunities for the firm's external customers' business requirements.
- Facilitated in the design and project management of the proposal tracking system. This application was customized to create, monitor, track and provide analytical reports specific to the proposal process. The systems internal workflow was constructed to provide much need constraints by introducing a role based security platform which added several levels of auditing capabilities at every stage within the proposals lifecycle.
- Designed and developed a web-based data driven, GIS surveying system to automate the process of collecting evacuation responses for Palm Beach County. The system provided county employees the ability to collect, analyze, compile problem areas in relation to disaster management evacuation

YEARS OF EXPERIENCE
11+

EDUCATION

Master of Business
Administration Florida
International University,
2012

Bachelor of Science in
Management Information
Systems, Florida
International University,
2007

PROFESSIONAL ACHIEVEMENTS

Vice President of Miramar,
Pembroke Pines Chamber
of Commerce Leadership
Group XXII 2009

Addressed Governor
Crist on behalf of Young
Professionals during
the Governors breakfast
(Broward Days 2009)

First ever recipient of
the Corporate Annual
Continues Improvement
Award, 2004 (American
Mobile Healthcare)

Active Member of the
GCUG (Gold Coast User
Group) for Microsoft
Developers and
Professionals

Active Member of
PASS (Professional
Association for SQL Server
Technologies)

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Planning, Zoning and Building Fees

Code	Description	Starting Amount	Charged by	Amount Per	From	To
All Divisions						
	Certified		Each	\$1.00		
	Copies 11 x17		Pages	\$1.25		
	Copies 18 x 24		Pages	\$1.60		
	Copies 8 1/2 x 11		Pages	\$0.15		
	Copies 8 1/2 x 14		Pages	\$0.15		
	Copies Microfilm		Pages	\$1.25		

PZB - Administration Division

50840	Address - Street Change		Addresses	\$1,642.00		
01905	Address Assignment: 1-50 /51-100/100+	\$21.00	Addresses	\$21.00	0	50
01905	Address Assignment: 1-50 /51-100/100+	\$21.00	Addresses	\$16.00	51	100
01905	Address Assignment: 1-50 /51-100/100+	\$21.00	Addresses	\$11.00	101	99,999,999
50730	Address Change		Addresses	\$1,173.00		
01910	Address Street Reservation: 2 yrs		Addresses	\$117.00		
01915	Address Verification		Addresses	\$31.00		
01920	Admin CD/DVD		CDs/DVDs	\$20.00		
01897	Admin Rush Fee		Requests	\$26.00		
04641	Administration - Liens and Fines Zoning application Research (per PCN)		PCNs	\$52.00		
01892	Administration Rush - Fines/Liens Search		Searches	\$26.00		
01893	Administration Rush - Open Permit Search		Searches	\$26.00		
01880	Administration--Lien Searches: Individual Request (Non-Refundable)		Searches	\$52.00		
01895	Administration--Open Permit Searches: Individual (Non-Refundable)		Searches	\$52.00		
50198	Annual Subscriptions	\$220.00				
Q1935	Building Roll Plans -- per page		Pages	\$3.00		

PZB - Building Division

Code	Description	Starting Amount	Charged by	Amount Per	From	To
50920	1st Reinspection	\$50.00				
50930	2nd Reinspection	\$100.00				
50940	3rd Reinspection	\$300.00				
	Access Control (Sub)		By Value (\$75 Minimum)			
	Accessory Bldg - Multi- Family / Commercial		By Value (\$75 Minimum)			
	Accessory Bldg < 36 Sq Ft Site Built or Prefab		\$ 50 Each			
	Accessory Bldg > 400 Sq Ft Site Built		By Value (\$75 Minimum)			
	Accessory Bldg >= 36 & <= 400 Sq Ft Site Built		\$200 Each			
	Accessory Bldg >= 36 Sq Ft Prefab		\$100 Per 400 Sq Ft			
	Accessory Dwelling		By Value (\$75 Minimum)			
	Accessory Structure - Misc		By Value (\$75 Minimum)			
	Addition - Garage/Porch		By Value (\$75 Minimum)			
	Addition - Non-Residential		By Value (\$75 Minimum)			
	Addition - Residential		By Value (\$75 Minimum)			
	Adult Care Facility		By Value (\$75 Minimum)			
	Adult Entertainment		By Value (\$75 Minimum)			
	Ag Improvement Process G-Bldg Code Exempt		Ag Exemption Processing			
	Agency Review Private Provider Application		By Value (\$75 Minimum)			
50200	Ag Exemption Processing	\$200.00				
	Air Piping (Sub)		By Value (\$75 Minimum)			
	Airport / Heliport / Terminal Building		By Value (\$75 Minimum)			
50210	Airport Overlay Special Review (Per Permit)		Each	\$50.00		
50215	Alt Method and Material Processing	\$150.00				
	Alterations - Multi-Residential		By Value (\$75 Minimum)			
	Alterations - Non-Residential		By Value (\$75 Minimum)			
	Alterations - Residential		By Value (\$75 Minimum)			
	Alterations- Mobile Home		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Aluminum Structure - Carport		\$150 Each			
	Aluminum Structure - Porch		\$150 Each			
	Amphitheater		By Value (\$75 Minimum)			
	Animal Clinic / Hospital / Shelter		By Value (\$75 Minimum)			
50705	Annual Decal Permit Registration	\$250.00				
50710	Annual Early Permit Registration	\$250.00				
50715	Annual Facilities Permit Registration	\$250.00				
50700	Annual Fax Program	\$400.00				
	Annual Permit - Facilities		\$250 Each Unit			
	Annual Permit - Prepaid		Annual Early Permit Registration			
50720	Annual Permits Program Decals		Each	\$25.00		
50726	Annual Prepaid Permits \$100 each		Each	\$100.00		
50725	Annual Prepaid Permits \$75 each		Each	\$75.00		
	Apartment Building 2-4 Units		By Value (\$75 Minimum)			
	Apartment Building 5 Or More Units		By Value (\$75 Minimum)			
	Art Gallery		By Value (\$75 Minimum)			
	Assembly Building		By Value (\$75 Minimum)			
	Audio Music (Sub)		By Value (\$75 Minimum)			
	Audio Telecom (Sub)		By Value (\$75 Minimum)			
	Auditorium		By Value (\$75 Minimum)			
	Automatic Teller		By Value (\$75 Minimum)			
	Automotive Showroom		By Value (\$75 Minimum)			
	Awning		\$100 Per 2,000 Sq Ft			
	Awning (Sub)		\$100 Per 2,000 Sq Ft			
	Bank		By Value (\$75 Minimum)			
	Bank with Drive Through		By Value (\$75 Minimum)			
	Barber or Beauty Shop		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Bath or Pool House - Commercial		By Value (\$75 Minimum)			
	BDA - Bi-Directional Amplifier		\$ 75 Each			
	Bed And Breakfast		By Value (\$75 Minimum)			
50760	Bld Admin Non-Supv Labor		Hours	\$50.00		
50770	Bld Admin Supv Labor		Hours	\$75.00		
50780	Bld Lic Non-Supv Labor		Hours	\$80.00		
50790	Bld Lic Supv Labor		Hours	\$100.00		
	Bleachers		By Value (\$75 Minimum)			
	Boardwalk		By Value (\$75 Minimum)			
	Boathouse - Commercial		By Value (\$75 Minimum)			
	Boatlift		By Value (\$75 Minimum)			
	Bridge - Pedestrian		By Value (\$75 Minimum)			
50708	Building - Pre-Registration of Annual Decal Permit	\$125.00				
50190	Building CD/DVD		CDs/DVDs	\$20.00		
50191	Building Copies - Roll Plans		Pages	\$2.50		
51095	Building NOC Lien Law Notification--Offline Permits	\$5.00				
50386	Building Pre-app Conference for DRO Type II or Type III (Concurrent Review)	\$234.00				
	Bus Shelter - Privately Owned		By Value (\$75 Minimum)			
	Bus Shelter - Publicly Owned		By Value (\$75 Minimum)			
	Cabin		By Value (\$75 Minimum)			
	Cable Television (Sub)		By Value (\$75 Minimum)			
	Canopy / Tent / Membrane Str		\$100 Per 2,000 Sq Ft			
	Canopy- Open Parking Structure/ Solid Roof		By Value (\$75 Minimum)			
	Canopy Structure - Fuel Island		By Value (\$75 Minimum)			
	Canopy-Structure Open / Solid Roof		By Value (\$75 Minimum)			
	Car Rental Facility		By Value (\$75 Minimum)			
	Car Wash		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
51040	Change Contractor	\$75.00				
51050	Change of Lot	\$300.00				
	Change of Occupancy		By Value (\$75 Minimum)			
51060	Change Owner	\$50.00				
	Civic Center		By Value (\$75 Minimum)			
	Closed Circuit Television (Sub)		By Value (\$75 Minimum)			
	Clubhouse		By Value (\$75 Minimum)			
	Comfort Station		By Value (\$75 Minimum)			
	Communication Antenna		By Value (\$75 Minimum)			
	Communication Building		By Value (\$75 Minimum)			
	Communication Tower		By Value (\$75 Minimum)			
	Community Center		By Value (\$75 Minimum)			
	Compost Facility		By Value (\$75 Minimum)			
	Concession Stand		By Value (\$75 Minimum)			
	Concrete Slab / Hard Surface - Non-Res		\$100 Per 20,000 Sq Ft			
	Congregate Living Facility - 5 Or Less		By Value (\$75 Minimum)			
	Congregate Living Facility - 6 Or More		By Value (\$75 Minimum)			
51086	Construction Board of Adjustment-Appeals Filing Fee		Each	\$250.00		
	Convenience Store with Gas Sales		By Value (\$75 Minimum)			
	Convenience Store with no Gas Sales		By Value (\$75 Minimum)			
	Convention Center		By Value (\$75 Minimum)			
	Data (Sub)		By Value (\$75 Minimum)			
	Day Care Center		By Value (\$75 Minimum)			
	Deck		By Value (\$75 Minimum)			
	Demolition Residential - Mobile Home		Permit: Demo Single Family Dwelli			
	Distribution Center		By Value (\$75 Minimum)			
	Dock Non-Residential		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Dock Residential		By Value (\$75 Minimum)			
	Door - O.H. or Roll-up-Replacement -Garage		\$100 Per 3 Openings			
	Driveway with Turn-Out not on County R.O.W. 1&2 Fam		\$100 Per 20,000 Sq Ft			
	Driveway with Turn-Out on a County R.O.W. 1&2 Fam		\$100 Per 20,000 Sq Ft			
	Dry Cleaning Shop		By Value (\$75 Minimum)			
	Dry Dock		By Value (\$75 Minimum)			
	Duct Work Only (Sub)		By Value (\$75 Minimum)			
50850	Duplicate CO-CC		COs/CCs	\$20.00		
50860	Duplicate Permit		Each	\$20.00		
	Educational Building		By Value (\$75 Minimum)			
50880	Elec Waiver Power Release (+\$20 Ea Addtl Meter)	\$150.00	Meters		0	1
50880	Elec Waiver Power Release (+\$20 Ea Addtl Meter)	\$150.00	Meters	\$20.00	1	999,999
	Electric BDA - Bi-Directional Amplifier		By Value (\$75 Minimum)			
	Electrical		By Value (\$75 Minimum)			
	Electrical - Irrigation Systems		By Value (\$75 Minimum)			
	Electrical - Traffic Systems		By Value (\$75 Minimum)			
	Electrical Access Control - Multi Family, Commercial		By Value (\$75 Minimum)			
	Electrical -CATV - Phone Electric Service		\$ 75 Each			
	Electrical Change Of Service - 1&2 Fam/Mobile Home		\$100 Each			
	Electrical Change Of Service - Comm		\$100 Per 400 Amps			
	Electrical Fire Alarm		By Value (\$75 Minimum)			
	Electrical Fire Alarm - Sub Permit		\$ 75 Each			
	Electrical Generator - Elec Only 1&2 Fam		\$150 Each			
	Electrical Generator - Other Than 1&2 Fam		By Value (\$75 Minimum)			
	Electrical Generator and Tank and/or Lines 1-2 Family		\$250 Each			
	Electrical LV Commercial System		By Value (\$75 Minimum)			
	Electrical LV Residential System		\$ 75 Each Unit			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Electrical Repairs <= \$2500.00		\$ 75 Each			
	Electrical Repairs > \$2500.00		By Value (\$75 Minimum)			
	Electrical Site Lighting		\$100 Per 5 Poles			
	Electrical Temp Event or Power Pole		\$100 Each			
	Elevator (Sub)		By Value (\$75 Minimum)			
	Elevator Control (Sub)		By Value (\$75 Minimum)			
	Emergency - Building		By Value (\$75 Minimum)			
	Emergency - Electrical		By Value (\$75 Minimum)			
	Emergency - Mechanical		By Value (\$75 Minimum)			
	Emergency - Plumbing		By Value (\$75 Minimum)			
	Enclosure- Patio/Porch - Multi Family Condo/Apt.		By Value (\$75 Minimum)			
	Enclosure- Patio/Porch - SFD, Duplex, Townhouse		By Value (\$75 Minimum)			
	Energy Management (Sub)		By Value (\$75 Minimum)			
	Entry Feature		By Value (\$75 Minimum)			
	Equestrian Facility		By Value (\$75 Minimum)			
	Equipment Building		By Value (\$75 Minimum)			
50220	Excess Sub: 2nd Review Same (Per Page)		Pages	\$50.00		
50230	Excess Sub: Sufficiency Re-Review	\$100.00				
	Exhaust System (Sub)		By Value (\$75 Minimum)			
	Exploratory Demo Multi Res. - Commercial		By Value (\$75 Minimum)			
	Exploratory Demo Residential - 1 & 2 Family		By Value (\$75 Minimum)			
50363	Extend: Building Permit/Application	\$75.00				
	Factory or Plant		By Value (\$75 Minimum)			
	Farm Tenant Quarters		By Value (\$75 Minimum)			
50185	FBC: Accessibility		Codes/Plans	\$75.00		
50188	FBC: Energy Code		Codes/Plans	\$35.00		
50110	FBC: Building Code		Codes/Plans	\$125.00		

Code	Description	Starting Amount	Charged by	Amount Per	From	To
50150	FBC: Existing Building Volume		Codes/Plans	\$75.00		
50120	FBC: Fuel/Gas Code		Codes/Plans	\$90.00		
50130	FBC: Mechanical Code		Codes/Plans	\$90.00		
50160	FBC: PBC Amendments to FBC		Codes/Plans	\$10.00		
50140	FBC: Plumbing Code		Codes/Plans	\$90.00		
50170	FBC: Residential Volume		Codes/Plans	\$110.00		
50182	FBC: Supplements		Codes/Plans	\$40.00		
50180	FBC: Test Protocol For Hurricane Zone		Codes/Plans	\$50.00		
51082	FEMA Community Acknowledgement		Each	\$100.00		
	Fema Trailer		\$150 Each			
	Fence - Commercial		\$100 Per 500 Liner Foot			
	Fence - Commercial (Sub)		\$100 Per 500 Liner Foot			
	Fence - Pool Barrier - In Yard		\$150 Each			
	Fence - Pool Barrier - New On Deck		\$100 Each			
	Fence - Residential		\$125 Each			
	Fence/Wall Existing Pool Barrier Confirm		\$ 75 Each			
	Fiber Optic Cabling (Sub)		By Value (\$75 Minimum)			
50890	Final By Affidavit	\$100.00				
	Fire Alarm (Sub)		\$ 75 Each			
	Fire Damage Repair		By Value (\$75 Minimum)			
	Fire Sprinkler		\$ 75 Each			
	FIRE SPRINKLER NFPA 13 COMMERCIAL/ OTHER (SUB)		\$ 75 Each			
	FIRE SPRINKLER NFPA 13 D RESIDENTIAL (SUB)		\$ 75 Each			
	FIRE SPRINKLER NFPA 13 R MULTI - RES / OTHER (SUB)		\$ 75 Each			
	Fire Station		By Value (\$75 Minimum)			
	Fire Suppression		\$ 75 Each			
	Fire Suppression (Sub)		\$ 75 Each			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Fluid Pipe (Sub)		By Value (\$75 Minimum)			
	Footing		By Value (\$75 Minimum)			
	Fountain		By Value (\$75 Minimum)			
	Fuel Lines (Sub)		\$100 Each			
	Fuel Lines Only		\$100 Each			
	Fuel Tank <= 500 Gals Incl Lines / Remove		\$100 Each Unit			
	Fuel Tank <= 500 Gals Incl Lines/Remove (Sub)		\$100 Each Unit			
	Fuel Tank > 500 Gals Incl Lines / Remove		\$150 Each Unit			
	Fuel Tank > 500 Gals Incl Lines/Remove (Sub)		\$150 Each Unit			
	Fuel Tank Replacement		\$100 Each Unit			
	Funeral Home / Mortuary / Crematory		By Value (\$75 Minimum)			
	Garage or Storage - Commercial		By Value (\$75 Minimum)			
	Garage or Vehicle Repair		By Value (\$75 Minimum)			
	Gas Lines Only		\$100 Each			
	Gas Lp Lines Exterior (Sub)		\$100 Each			
	Gas Lp Lines Interior (Sub)		\$100 Each			
	Gas Lp Lines Interior / Exterior (Sub)		\$100 Each			
	Gas Lp Tanks <= 500 Gals Incl Lines/Remove (Sub)		\$100 Each Unit			
	Gas Lp Tanks > 500 Gals Incl Lines/Remove (Sub)		\$150 Each Unit			
	Gas Natural Lines Exterior (Sub)		\$100 Each			
	Gas Natural Lines Interior (Sub)		\$100 Each			
	Gas Natural Lines Interior / Exterior (Sub)		\$100 Each			
	Gas Tank <= 500 Gals Incl Lines / Remove		\$100 Each Unit			
	Gas Tank > 500 Gals Incl Lines / Remove		\$150 Each Unit			
	Gas Tank Replacement		\$100 Each Unit			
	General Electrical		By Value (\$75 Minimum)			
	General Mechanical		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	General Plumbing		By Value (\$75 Minimum)			
	Generator (Sub)		By Value (\$75 Minimum)			
50900	Gen-Spec Advisory Insp Labor		Hours	\$100.00		
	Golf Cart Building		By Value (\$75 Minimum)			
	Government Building		By Value (\$75 Minimum)			
	Grooms Quarters		By Value (\$75 Minimum)			
	Guard House		By Value (\$75 Minimum)			
	Guest House		By Value (\$75 Minimum)			
	Gun Club		By Value (\$75 Minimum)			
	Gymnasium		By Value (\$75 Minimum)			
	Hangar		By Value (\$75 Minimum)			
	Health Spa		By Value (\$75 Minimum)			
	Hood -Commercial Cooking		\$100 Each Unit			
	Hospital		By Value (\$75 Minimum)			
	Hotel		By Value (\$75 Minimum)			
	HVAC - Eqpmt C/O - Comm/Common Multi-Res		\$150 Per 10 Units			
	HVAC - Eqpmt C/O - Res - W/In Unit		\$100 Each Unit			
	HVAC (Sub)		By Value (\$75 Minimum)			
	HVAC Hood Only (Sub)		\$100 Each Unit			
	HVAC New w/Duct Work		By Value (\$75 Minimum)			
	Incidental Building Work (Sub)		By Value (\$75 Minimum)			
50000	Insp Adult Entertainment Building	\$75.00				
50870	Insp Comp Agreement	\$100.00				
50910	Insp Off-Duty Hours		Hours	\$100.00		
	Instrumentation Wiring (Sub)		By Value (\$75 Minimum)			
	Intercom (Sub)		By Value (\$75 Minimum)			
	Interior Improvement - Multi-Residential		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Interior Improvement - Non Residential		By Value (\$75 Minimum)			
	Interior Improvement - Residential		By Value (\$75 Minimum)			
	Interior Improvement - Restaurant		By Value (\$75 Minimum)			
	Irrigation (Sub)		By Value (\$75 Minimum)			
	Irrigation Electric (Sub)		By Value (\$75 Minimum)			
	Jail		By Value (\$75 Minimum)			
	Kennel -Commercial		By Value (\$75 Minimum)			
	Kiosk		By Value (\$75 Minimum)			
	Laboratory		By Value (\$75 Minimum)			
	Landscape Lighting (Sub)		By Value (\$75 Minimum)			
	Laundromat		By Value (\$75 Minimum)			
	Laundry Services		By Value (\$75 Minimum)			
	Library		By Value (\$75 Minimum)			
	Lift Station - Utility		By Value (\$75 Minimum)			
	Lightning Protection (Sub)		By Value (\$75 Minimum)			
51070	Liquor License Verification	\$30.00				
50410	Local Prod Appvl: Complex	\$1,000.00				
50440	Local Prod Appvl: Re-verify Under New Standard	\$100.00				
50420	Local Prod Appvl: Revision Same FBC	\$200.00				
50430	Local Prod Appvl: Simple	\$500.00				
	Lounge - Cocktail		By Value (\$75 Minimum)			
	Low Voltage (Sub)		By Value (\$75 Minimum)			
	Machine Or Welding Shop		By Value (\$75 Minimum)			
	Maintenance Building		By Value (\$75 Minimum)			
	Mall - Covered		By Value (\$75 Minimum)			
	Manufactured Building - Commercial		By Value (\$75 Minimum)			
	Manufactured Building - Residential		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Marine Facility		By Value (\$75 Minimum)			
	Market		By Value (\$75 Minimum)			
50450	Master PR Accessory Structures	\$200.00				
50460	Master Pr Minor Structures	\$100.00				
50470	Master Pr Model SFD	\$500.00				
	Mausoleum		By Value (\$75 Minimum)			
	Mechanical Equipment		By Value (\$75 Minimum)			
	Medical Air (Sub)		By Value (\$75 Minimum)			
	Medical Gas (Sub)		By Value (\$75 Minimum)			
	Medical Office Building		By Value (\$75 Minimum)			
	Medical Out-Patient Facility		By Value (\$75 Minimum)			
	Medical Vacuum Piping (Sub)		By Value (\$75 Minimum)			
	Merchandise Security (Sub)		By Value (\$75 Minimum)			
	Mini-Storage		By Value (\$75 Minimum)			
	Miscellaneous		By Value (\$75 Minimum)			
	Miscellaneous Building		By Value (\$75 Minimum)			
	Miscellaneous Electric		By Value (\$75 Minimum)			
	Miscellaneous Mechanical		By Value (\$75 Minimum)			
	Miscellaneous Plumbing		By Value (\$75 Minimum)			
51084	Mitigation Affidavit		Each	\$75.00		
	Mobile Home Addition		By Value (\$75 Minimum)			
	Mobile Home Dwelling - Special Permit		\$200 Each			
	Mobile Home Replacement		\$200 Each			
	Mobile Home Tie-Down		\$200 Each			
	Mobile Home Trade Permits		\$ 50 Each Unit			
	Motel		By Value (\$75 Minimum)			
	Movie Studio		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Mural - Art in Public Places		\$100 Each			
	Museum		By Value (\$75 Minimum)			
50100	National Electrical Code NFPA 70		Codes/Plans	\$95.00		
	Nature Center		By Value (\$75 Minimum)			
51090	NOC Lien Law Notification	\$5.00				
	Nurse Call (Sub)		By Value (\$75 Minimum)			
	Nursery - Commercial		By Value (\$75 Minimum)			
	Nursing or Convalescent Facility		By Value (\$75 Minimum)			
	Office Building		By Value (\$75 Minimum)			
	Paint Spray Booth (Sub)		By Value (\$75 Minimum)			
	Parking Garage Multi-Residential/Commercial		By Value (\$75 Minimum)			
	Parking Lot-New or Expansion - Multi-Res/Commercial		\$100 Per 20,000 Sq Ft			
	Parking/Paving/Repaving - Multi-Res/Commercial		\$100 Per 20,000 Sq Ft			
50955	Partial CO-CC Comm		Each	\$1,000.00		
50965	Partial CO-CC Residential		Each	\$300.00		
50270	Permit: Demo Access Bld And Vacant Lot	\$150.00				
50280	Permit: Demo Commercial (Per 50,000 Sqft)	\$250.00	Gross Square Footage			
50290	Permit: Demo Interior - Non-Structural	\$150.00				
50305	Permit: Demo SFD w/vacant lot landscaping	\$400.00				
50285	Permit: Demo Sign	\$100.00				
50300	Permit: Demo Single Family Dwelling	\$250.00				
50315	Permit: Excavation 1-2 Family	\$150.00				
	Photo Studio		By Value (\$75 Minimum)			
	Picnic Shelter		By Value (\$75 Minimum)			
	Pier		By Value (\$75 Minimum)			
50875	Plan Re-stamp/Addtl Set (per 2009 fee schedule)	\$50.00	Pages	\$5.00	1	999,999
4	Planetarium		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Playground Equipment - Non-Residential		By Value (\$75 Minimum)			
50795	Pln Rv Off-Duty Labor		Hours	\$100.00		
	Plumbing		By Value (\$75 Minimum)			
	Plumbing - Irrigation System		By Value (\$75 Minimum)			
	Plumbing - Sewer Connection		\$ 75 Each Unit			
	Plumbing - Water Connection		\$ 75 Each Unit			
	Plumbing - Water Meter - 1&2 Fam		\$ 75 Each Unit			
	Plumbing - Water Meter - Other		By Value (\$75 Minimum)			
	Plumbing Water Heater C/O - within unit 1-2 Family		\$100 Each Unit			
	Plumbing Water Heater Multi-Res/Commercial		\$150 Each Unit			
	Pneumatic Piping (Sub)		By Value (\$75 Minimum)			
	Pneumatic System Control (Sub)		By Value (\$75 Minimum)			
	Point of Sale Electric (Sub)		By Value (\$75 Minimum)			
	Pool Alarm (Sub)		By Value (\$75 Minimum)			
	Pool Barrier (Sub)		\$ 75 Each			
	Pool Barrier CoverSolid or Net (Sub)		\$100 Each			
	Pool Barrier Existing Fence (Sub)		\$ 75 Each			
	Pool Barrier Fence/Wall (Sub)		\$150 Each			
	Pool Barrier Mesh Safety (Sub)		\$100 Each			
	Pool Barrier Screen Enclosure (Sub)		\$200 Each			
	Pool Commercial		By Value (\$75 Minimum)			
	Pool Commercial - Addition-Renovation		By Value (\$75 Minimum)			
	Pool Deck (Sub)		By Value (\$75 Minimum)			
	Pool or Spa Cover		By Value (\$75 Minimum)			
	Pool or Spa Heater new with lines		\$150 Each			
	Pool or Spa Heater Replacement 1&2 Family		\$100 Each			
	Pool or Spa Heater Replacement Comm & Multi-Residential		\$150 Each Unit			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Pool Plumbing (Sub)		By Value (\$75 Minimum)			
	Pool Residential - Above - Ground		By Value (\$75 Minimum)			
	Pool Residential - In-Ground - Pre-Fab		By Value (\$75 Minimum)			
	Pool Residential - In-Ground - Site Built		By Value (\$75 Minimum)			
	Pool Residential-Addition- Renovation		By Value (\$75 Minimum)			
	Post Office		By Value (\$75 Minimum)			
50385	Pre-App Design Review	\$100.00				
	Prepaid - Tube Type Skylight		Annual Prepaid Permits \$75 each			
	Prepaid - Utility Connections		Annual Prepaid Permits \$75 each			
	Prepaid AC Change Out - Electric Hardware		Annual Prepaid Permits \$100 each			
	Prepaid Water Heater - Electric Hardware		Annual Prepaid Permits \$100 each			
	Public Works Building		By Value (\$75 Minimum)			
	Race Track		By Value (\$75 Minimum)			
	Railing (Balcony, Ramp,Etc)		\$ 75 Each			
50361	Reactivate Application Fee	\$75.00				
	Recording Studio		By Value (\$75 Minimum)			
	Recreation Building		By Value (\$75 Minimum)			
	Recreation Court		By Value (\$75 Minimum)			
	Recycling Station		By Value (\$75 Minimum)			
	Refrigeration or Coolers (Sub)		By Value (\$75 Minimum)			
	Rehabilitation Center - Criminal		By Value (\$75 Minimum)			
	Rehabilitation Center - Medical		By Value (\$75 Minimum)			
	Religious Building		By Value (\$75 Minimum)			
	Relocate Building - Non - Residential		By Value (\$75 Minimum)			
	Relocate Building - Residential		By Value (\$75 Minimum)			
50360	Renew/Extend: Building Permit	\$75.00				
50370	Renew: Sub or Trade Permit	\$50.00				

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Repair Shop		By Value (\$75 Minimum)			
	Reroofing - Commercial, Attached Res, Multi-Family		By Value (\$75 Minimum)			
	Reroofing - Mitigation		By Value (\$75 Minimum)			
	Reroofing - SFD/Duplex		By Value (\$75 Minimum)			
	Research & Development Building		By Value (\$75 Minimum)			
	Residence/Multi-Family Condo 2-4 Units		By Value (\$75 Minimum)			
	Residence/Multi-Family Condo 5 or More Units		By Value (\$75 Minimum)			
	Restaurant		By Value (\$75 Minimum)			
	Restaurant - Fast Food		By Value (\$75 Minimum)			
	Restroom		By Value (\$75 Minimum)			
	Retail or Mercantile Building		By Value (\$75 Minimum)			
	Retaining Wall		By Value (\$75 Minimum)			
50390	Review Per Sheet Fee		Pages	\$20.00		
50380	Revision: Initial Fee	\$75.00				
	Roof Recovering - Residential Roof-Over		By Value (\$75 Minimum)			
	Roofing (Sub)		By Value (\$75 Minimum)			
	Roofing Flat (less than 4 squares)		\$150 Each			
	Roofing Penetrations - Master/Product Approved		\$ 75 Each			
	Roofing Penetrations - Vents/Skylights		\$100 Each			
	Roofing Repair (Under 2 Squares Or \$2500 Value)		\$ 75 Each			
	Satellite Dish		By Value (\$75 Minimum)			
	Sauna Multi-Residential or Commercial		By Value (\$75 Minimum)			
	Screen Enclosure - Pool Enclosure		\$200 Each			
	Screen Enclosure - Repair		\$ 75 Each			
	Screen Wall		\$100 Each			
	Screen/Door/Flexible Infill Panels - Mstr/Product Approved		\$ 50 Each			
	Seawall or Bulkhead		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
50975	Section Building-Partial Inspections		Each	\$250.00		
	Security Alarm (Sub)		By Value (\$75 Minimum)			
	Service Change or Upgrade (Sub)		By Value (\$75 Minimum)			
	Service Station		By Value (\$75 Minimum)			
	Sewage Plant		By Value (\$75 Minimum)			
	Sewer Lines (Sub)		By Value (\$75 Minimum)			
	Shopping Center		By Value (\$75 Minimum)			
	Shutter		\$150 Per 20 Openings			
	Siding		By Value (\$75 Minimum)			
	Sign - Freestanding - Non-Billboard		\$150 Each Unit			
	Sign - Wall Supported		\$100 Each			
	Sign Billboard - New or Replace		\$500 Each			
	Sign Face Change		\$100 Each			
	Single Family Dwelling - Duplex		Building Residential - Net Sq Ft			
	Single Family Dwelling - Zero Lot Line		Building Residential - Net Sq Ft			
	Single-Family Dwelling Detached		Building Residential - Net Sq Ft			
	Site Development Multi Res. - Multi-Res. - Commercial		By Value (\$75 Minimum)			
	Site Development Residential - 1 & 2 Family		By Value (\$75 Minimum)			
	Site Lighting (Sub)		\$100 Per 5 Poles			
50405	Site Plan Review After Platting (Per Permit)		Each	\$150.00		
	Site Plan Rvw Acc Encl <= 36 Sq Ft - Det SFD		\$ 50 Each			
	Site Plan Rvw Court Surf 1-2 Family		\$ 50 Per 20,000 Sq Ft			
	Site Plan Rvw Drive-Park No Row 1-2 Family		\$ 50 Per 20,000 Sq Ft			
	Site Plan Rvw Fence 1-2 Family No Barrier		\$ 75 Each			
	Site Plan Rvw Flag Pole 20 feet or less - Residential Only		\$ 50 Each			
	Site Plan Rvw New Re-Surface-No Row 1-2 Family		\$ 50 Per 20,000 Sq Ft			
	Site Plan Rvw Painted Wall Sign		\$100 Each			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Site Plan Rvw Slab-No Fut Str 1-2 Family		\$ 50 Per 20,000 Sq Ft			
	Slab with Footing		\$100 Per 20,000 Sq Ft			
	Solar- Attic Fan		By Value (\$75 Minimum)			
	Solar Photovoltaic (Sub)		By Value (\$75 Minimum)			
	Solar Water Heater (Sub)		By Value (\$75 Minimum)			
	Solar-Photovoltaic		By Value (\$75 Minimum)			
	Solar-Thermal		By Value (\$75 Minimum)			
	Spa - Commercial		By Value (\$75 Minimum)			
	Spa - Residential		By Value (\$75 Minimum)			
	Special Permit -Canopy/Tent/Membrane Structure- Temporary		By Value (\$75 Minimum)			
	Special Permit- Other Structure- Temporary		By Value (\$75 Minimum)			
50252	Special Proc Complex Projects or New Construction	\$300.00				
50254	Special Proc Construction Start Prior to Permit Per Bld Code	\$100.00				
50250	Special Proc Simple Projects	\$150.00				
	Sports Complex		By Value (\$75 Minimum)			
	Stable - Commercial		By Value (\$75 Minimum)			
50980	Stocking Permit	\$200.00				
	Storage Building		By Value (\$75 Minimum)			
	Stucco On Lath		By Value (\$75 Minimum)			
50950	Temp CO-CC Comm		Each	\$500.00		
50960	Temp CO-CC Residential		Each	\$150.00		
	Temporary Electric Service (Sub)		By Value (\$75 Minimum)			
	Temporary Fence (construction)		\$100 Per 500 Liner Foot			
	Temporary Sales Office		By Value (\$75 Minimum)			
	Temporary Vegetation Barricade Permit		\$ 75 Each			
	Theater		By Value (\$75 Minimum)			
	Tower - Air Traffic		By Value (\$75 Minimum)			

Code	Description	Starting Amount	Charged by	Amount Per	From	To
	Townhouse - 5 Or More Units		By Value (\$75 Minimum)			
	Townhouse - 2 To 4 Units		By Value (\$75 Minimum)			
	Transportation Facility		By Value (\$75 Minimum)			
	Tube Type Skylight		\$100 Each Unit			
	University or College		By Value (\$75 Minimum)			
50970	Unproductive Trip	\$75.00				
	Utility Connections		\$100 Each Unit			
	Utility Service Building		By Value (\$75 Minimum)			
	Vacuum System Wiring (Sub)		By Value (\$75 Minimum)			
	Walk - In Cooler		By Value (\$75 Minimum)			
	Walk- In Cooler - Exterior		By Value (\$75 Minimum)			
	Wall - Infill Under Existing Roof		\$150 Each			
	Wall For Future Sign		\$150 Each			
	Wall Landscape - Site		\$150 Per 500 Liner Foot			
	Wall Perimeter / Entry Columns - SFD, Duplex		\$150 Per 500 Liner Foot			
	Warehouse		By Value (\$75 Minimum)			
	Waste (Grey) or Water Treatment Plant		By Value (\$75 Minimum)			
	Water Lines (Sub)		By Value (\$75 Minimum)			
	Water Ride		By Value (\$75 Minimum)			
	Water Service Lines (Sub)		By Value (\$75 Minimum)			
50735	Weekly Permit Report (RAPS)	\$188.68				
	Window & Door Replacement Exempt - SFD, Duplex, Townhouse		\$100 Per 20 Openings			
	Window & Door Replacement Impact - Residential / Multi-Family		\$100 Per 20 Openings			
	Window & Door Replacement Non-Impact - Residential / Multi-Family		\$200 Per 20 Opening			
	Zoo Building		By Value (\$75 Minimum)			

PZB - Code Enforcement Division

08120 CE BCC Lot Clearing Admin Fee

\$540.00

Code	Description	Starting Amount	Charged by	Amount Per	From	To
08060	CEB Modification Application	\$67.00				
08200	Code Enforcement -- Rush Fee		Requests	\$26.00		
08195	Code Enforcement--Violation Research (Non-Refundable)		Searches	\$52.00		
08180	Mortgage Foreclosure Registration (PZB 50% of fee charged by Reg Agt))		PCNs	\$100.00		

PZB - Contractor Certification Division

07430	CC: Countywide Enrollment	\$100.00				
07264	Contractors: Activate & Change Company Name - Review Fee - Non-Refundabl	\$225.00				
07267	Contractors: Activate & Replace Quaiaified Company - Review Fee - Non-Refun	\$225.00				
07259	Contractors: Activate an Inactive Certificate - Review Fee - Non-Refundable	\$225.00				
07070	Contractors: Apartment Mainenance Technician Certification - Application	\$50.00				
07075	Contractors: Apartment Maintenance Technician Certification	\$50.00				
06999	Contractors: Application - Review Fee - Non-Refundable	\$225.00				
07249	Contractors: Change of Company Name - Review Fee - Non-Refundable	\$225.00				
07279	Contractors: Qualified a Second Comapny - Review Fee - Non-Refundable	\$250.00				
07079	Contractors: Reciprocity Application - Review Fee - Non-Refundable	\$225.00				
07274	Contractors: Reinstate & Change Comapny Name - Review Fee - Non-Refunda	\$225.00				
07269	Contractors: Reinstate an Expired Certificate - Review Fee - Non-Refundable	\$225.00				
07265	Contractors: Activate & Change Company Name	\$225.00				
07268	Contractors: Activate & Replace Qualified Company	\$225.00				
07260	Contractors: Activate an Inactive Certificate	\$225.00				
07020	Contractors: Active Renewal	\$250.00				
07091	Contractors: Add DBA\Fictitious Name	\$50.00				
07000	Contractors: Application	\$225.00				
07120	Contractors: Board Records Search Letter	\$75.00				
07250	Contractors: Change of Company Name	\$225.00				
07140	Contractors: Inactive Renewal	\$150.00				
07060	Contractors: Late Renewal Contractor \$25	\$25.00				

Code	Description	Starting Amount	Charged by	Amount Per	From	To
07110	Contractors: Letter of Reciprocity	\$75.00				
07280	Contractors: Qualify an Second Company	\$250.00				
07080	Contractors: Reciprocity Application	\$225.00				
07275	Contractors: Reinstate & Change Company Name	\$225.00				
07270	Contractors: Reinstate an Expired Certificate	\$225.00				
07090	Contractors: Replacement Certificate	\$50.00				
07001	Contractors: Revision of Application in progress	\$150.00				
07030	Journeyman Application	\$50.00				
07029	Journeyman Application - Review Fee - Non-Refundable	\$50.00				
07050	Journeyman Certificate Renewal	\$50.00				
07150	Journeyman Reciprocity	\$50.00				
07149	Journeyman Reciprocity - Review Fee - Non-Refundable	\$50.00				
07219	Journeyman: Reinstate an Expired Certificate - Review Fee - Non-Refundable	\$50.00				
07160	Journeyman: Late Renewal \$5	\$5.00				
07220	Journeyman: Reinstate an Expired Certificate	\$50.00				

PZB - Planning Division

05485	Amend FLUA Small Scale Admin/Public Hearing Continuances	\$1,187.00				
05401	Amendment FLUA Advertising/Administration	\$1,173.00				
05471	Amendment FLUA Large Scale Acreage Fee (+\$ per acre > 100 acres)	\$15,598.00	Acres		0	100
05471	Amendment FLUA Large Scale Acreage Fee (+\$ per acre > 100 acres)	\$15,598.00	Acres	\$36.00	100	99,999,999
05475	Amendment FLUA Large Scale Admin/Public Hearing Continuances	\$4,744.00				
05481	Amendment FLUA Small Scale Base Fee (up to 10 acres)	\$9,734.00				
05451	Amendment to FLUA Tier Change (includes staff time for Tier Change Study)	\$16,713.00				
03000	Commercial Needs Assessment Report		Reports	\$6.00		
05350	Comprehensive Plan (Only)		Codes/Plans	\$30.60		
05490	Comprehensive Plan Appeal to LPA and/or BCC	\$1,729.00				

Code	Description	Starting Amount	Charged by	Amount Per	From	To
05611	Comprehensive Plan Letters of Determination for single family lot of record	\$42.00				
05352	Comprehensive Plan With Binder		Codes/Plans	\$37.94		
05354	Comprehensive Plan With Binder and Maps		Codes/Plans	\$53.75		
05501	DRI Advertising/Administration	\$2,345.00				
05511	DRI FLUA Acres = > 3001	\$164,872.00				
05521	DRI FLUA Acres = 1,001 - 3,000	\$109,185.00				
05531	DRI FLUA Fees by Acres < 1000	\$53,478.00				
05309	Historic Application/Certificate to Dig	\$2,228.00				
05315	Historic Initial Review Co Arch (Major)	\$2,228.00				
05314	Historic Initial Review Co Arch (Minor)	\$333.00				
05316	Historic Tax Exemption Review Co Arch	\$587.00				
03591	Monitoring Administrative Time Extension: Original	\$301.00				
03593	Monitoring Administrative Time Extension: Reapplication	\$90.00				
04260	Monitoring Permit Review for Conditions of Approval	\$54.00				
04270	Monitoring Status Report	\$1,149.00				
03596	Monitoring Variance Time Extension	\$382.00				
03005	PBC: Fairshare Road Impact Fee Ordinance		Codes/Plans	\$5.00		
04101	Phase 1 Initiation of Text Amendment	\$4,408.00				
04121	Phase 2 Text Amendment	\$10,530.00				
05368	Planning CD/DVD		CDs/DVDs	\$20.00		
05445	Planning Confirmation Letter	\$42.00				
05460	Planning CRALLS, TIM, 2020 Map	\$5,572.00				
05550	Planning DRO Review	\$333.00				
05375	Planning Residential Projects Report		Reports	\$58.00		
05465	Planning TCEA, MMTD	\$16,713.00				

Code	Description	Starting Amount	Charged by	Amount Per	From	To
03122	Annual Report Review	\$318.00				
03142	Appeal to BCC	\$1,765.00				
03143	Appeal to DRAB	\$1,765.00				
03140	Appeal to Hearing Officer	\$3,562.00				
03481	Appeal to ZC	\$1,729.00				
03861	Arch Review project <= 10,000 sq ft (+\$ per page)	\$387.00	Pages		0	1
03861	Arch Review project <= 10,000 sq ft (+\$ per page)	\$387.00	Pages	\$9.00	1	99,999,999
03866	Arch Review project > 10,000 sq ft (+\$ per page)	\$773.00	Pages		0	1
03866	Arch Review project > 10,000 sq ft (+\$ per page)	\$773.00	Pages	\$9.00	1	999,999,999
04631	Billboard Demo/Relo	\$361.00				
00962	Billboard Registration Renewal	\$58.00				
04635	Billboard Rep/Maint	\$353.00				
03711	Buildable Lot Review	\$312.00				
50235	Building Concurrency	\$58.00				
03704	Business Tax Receipt Zoning Verification	\$103.00				
03059	Class A Conditional Use (=\$ per acre)	\$5,110.00				
03831	Class B Conditional Use (+\$ per acre)	\$4,717.00				
04040	Concurrency Equivalency Determination	\$186.00				
04021	Concurrency Reservation	\$312.00				
03351	Congregate Living Facility Type 1 and Type 2 in RM	\$2,880.00				
03121	Corrective Resolutions (Applicant error)	\$223.00				
03580	Development Order Abandonment	\$285.00				
03840	Development Order Amendment	\$6,489.00				
03100	DRI Determination of Substantial Dev	\$3,718.00				
03090	DRI Rezoning	\$11,404.00				
03839	Final DRO Review	\$3,231.00				

Code	Description	Starting Amount	Charged by	Amount Per	From	To
03780	Hearing/Meeting Continuance/Postponement	\$90.00				
03410	Landscape Alternative Plan (+ \$ per page)	\$405.00	Landscape Plan number of pages		0	1
03410	Landscape Alternative Plan (+ \$ per page)	\$405.00	Landscape Plan number of pages	\$9.00	1	999,999
03401	Landscape Annual Inspection	\$177.00				
03403	Landscape Final Inspection	\$177.00				
03381	Landscape Inspection for Tree Removal/Replacement	\$388.00				
03404	Landscape Monitoring Inspection	\$177.00				
03395	Landscape Permit	\$175.00				
03390	Landscape Plan, Revisions (+ \$ per page)	\$190.00	Pages	\$9.00	0	999,999
03400	Landscape Plan: Zoning Initial Review (+ \$ per page)	\$107.00	Landscape Plan number of pages	\$9.00	0	999,999
03402	Landscape Preliminary Inspection	\$177.00				
03770	Legal Advertisements	\$313.00				
03710	Legal Lot Review	\$312.00				
03551	Modification to Zoning Plan	\$1,467.00				
03720	Name Change	\$206.00				
03751	PAC All Agencies	\$884.00				
03065	Per Acre Fee		Acres	\$21.00		
04070	Per Page Fee	\$9.00	Pages			
03120	Reconsideration of Zoning Application	\$430.00				
03850	Resubmittal (apply at 3rd resubmittal)	\$380.00				
03800	Rezoning to PDD or TDD	\$5,110.00				
03790	Rezoning to Standard District	\$3,364.00				
03810	Rezoning--Voluntary for SE/Conditional to PDD	\$2,554.00				
03901	Subdivision	\$1,892.00				
04171	Temporary Sign	\$582.00				
03171	Type 1 Variance	\$1,326.00				
05390	Type 1 Waiver	\$1,326.00	Waivers		0	5

Code	Description	Starting Amount	Charged by	Amount Per	From	To
05390	Type 1 Waiver	\$1,326.00	Waivers	\$117.00	5	999,999
03163	Type 1 Waiver for NEO/Vegetation/Setback/Parking	\$396.00				216
05441	Type 2 Variance - Concurrent	\$2,631.00				
03820	Type 2 Variance Standalone	\$4,717.00				
05393	Type 2 Waiver	\$2,828.00	Waivers		0	5
05393	Type 2 Waiver	\$2,828.00	Waivers	\$117.00	5	999,999
03017	ULDC: Hardcopy + Latest Supplement		Codes/Plans	\$79.00		
03012	ULDC: Copy in CD/DVD		CDs/DVDs	\$50.00		
03308	Unity of Title or Control (release)	\$183.00				
03124	Violations of Code or DO	\$1,450.00				
04570	ZAR (Temp Use and Limited Contractor Storage Yard & Home Occ Landscape)	\$814.00				
04584	ZAR Late Submittal (Temp Use)	\$1,629.00				
03116	ZAR Resubmittal		Each	\$157.00	3	99,999,999
03531	Zoning Agency Review	\$1,436.00				
03030	Zoning CD/DVD: Copy of Document		CDs/DVDs	\$20.00		
03844	Zoning Certification Documents		Documents	\$1.00		
03706	Zoning Confirmation Formal and Non-Site Specific	\$1,018.00				
03705	Zoning Confirmation Letter Informal	\$101.00				
03845	Zoning Copies of Plan(s) Per Page		Pages	\$2.50		
03080	Zoning PAC for DRO Type II or Type III (Concurrent Review)	\$308.00				
03661	Zoning Permit Review: Design Features	\$325.00	Valuation	\$325.00	0	75,000
03661	Zoning Permit Review: Design Features	\$325.00	Valuation	\$504.00	75,000	200,000
03661	Zoning Permit Review: Design Features	\$325.00	Valuation	\$879.00	200,000	400,000
03661	Zoning Permit Review: Design Features	\$325.00	Valuation	\$1,330.00	400,000	750,000
03661	Zoning Permit Review: Design Features	\$325.00	Valuation	\$1,615.00	750,000	999,999,999
03650	Zoning Permit Review: Off-Duty Hours - workday, (<=2 hours)	\$218.00	Hours		0	2
03650	Zoning Permit Review: Off-Duty Hours - workday, (<=2 hours)	\$218.00	Hours	\$109.00	2	999,999,999

Code	Description	Starting Amount	Charged by	Amount Per	From	To
03621	Zoning Permit Review: Revisions, or 3 or more Reviews (+\$ per page)	\$175.00	Pages		0	1
03621	Zoning Permit Review: Revisions, or 3 or more Reviews (+\$ per page)	\$175.00	Pages	\$9.00	1	99,999,999
04760	Zoning Postage Domestic-Certified per mail		Certified Letters	\$5.23		
04761	Zoning Postage Domestic-First Class per mail		First Class Letters	\$1.33		
03765	Zoning ULDC Admendment Legal Advertisement (LDRC)	\$313.00				
03760	Zoning ULDC Amendment Legal Advertisement (BCC)	\$729.00				
03153	Zoning ULDC Amendment Phase 2 with Subcommittee	\$5,530.00	Requested Uses		1	5
03153	Zoning ULDC Amendment Phase 2 with Subcommittee	\$5,530.00	Requested Uses	\$1,103.00	5	9,999,999
03151	Zoning ULDC Amendment Phase 2 without a Subcommittee <=5 Code Provisio	\$4,376.00	Each		1	5
03151	Zoning ULDC Amendment Phase 2 without a Subcommittee <=5 Code Provisio	\$4,376.00	Each	\$882.00	5	999,999
03150	Zoning ULDC Amendment: Phase 1 Initiation	\$1,737.00				
03630	Zoning: Building Permit Review Expedited Process (+ \$ per page)	\$175.00	Pages		0	1
03630	Zoning: Building Permit Review Expedited Process (+ \$ per page)	\$175.00	Pages	\$9.00	2	999,999
03846	Zoning: Expedited Consideration Application (+\$ per addl cond)	\$938.00	Conditions		0	2
03846	Zoning: Expedited Consideration Application (+\$ per addl cond)	\$938.00	Conditions	\$426.00	2	999,999,999
03640	Zoning: Permit Review Project with an Improved Value > \$75,000.00	\$50.00	Valuation		0	2,000
03640	Zoning: Permit Review Project with an Improved Value > \$75,000.00	\$50.00	Valuation	\$0.01	2,000	10,000
03640	Zoning: Permit Review Project with an Improved Value > \$75,000.00	\$50.00	Valuation	\$0.00	10,000	100,000
03640	Zoning: Permit Review Project with an Improved Value > \$75,000.00	\$50.00	Valuation	\$0.00	100,000	500,000
03640	Zoning: Permit Review Project with an Improved Value > \$75,000.00	\$50.00	Valuation	\$0.00	500,000	1,000,000
03640	Zoning: Permit Review Project with an Improved Value > \$75,000.00	\$50.00	Valuation	\$0.00	1,000,000	2,000,000
03640	Zoning: Permit Review Project with an Improved Value > \$75,000.00	\$50.00	Valuation	\$0.00	2,000,000	999,999,999
03610	Zoning: Permit Review Project with Improvement Value <=\$75,0000.00 (+\$ per	\$327.00			0	1
03610	Zoning: Permit Review Project with Improvement Value <=\$75,0000.00 (+\$ per	\$327.00		\$9.00	1	999,999
03651	Zoning: Permit Review: Off-Duty Hours - non-workday (>4 hours, + \$ addl hr)	\$438.00	Hours		0	4
03651	Zoning: Permit Review: Off-Duty Hours - non-workday (>4 hours, + \$ addl hr)	\$438.00	Hours	\$109.00	4	999,999,999

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2018-62**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2013-01 set forth fees and charges for limited zoning and planning services; zoning review and zoning confirmation letters and interpretations; and

WHEREAS, Resolution No. 2016-14 amended and incorporated all fees and charges assessed into one comprehensive fee schedule; and

WHEREAS, Resolution 2017-16 amended and incorporated all fees and charges assessed into one comprehensive fee schedule; and

WHEREAS, Resolution 2017-81 amended and incorporated all fees and charges assessed into one comprehensive fee schedule; and

WHEREAS, Resolution No. 2018-28 amended and incorporated all fees and charges assessed into one comprehensive fee schedule; and

WHEREAS, Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule of rates, fees and charges relating to planning and zoning, building and other services rendered by Town Government for the citizens of the Town of Loxahatchee Groves and the public; and

WHEREAS, the Town Council desires to make certain the schedule of rates, fees, and charges is available to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, THAT:

Section 1: The Town Council of the Town of Loxahatchee Groves hereby officially amends the schedule of rates, fees and charges attached hereto as **Exhibit "A"** and made part hereof as if fully set forth herein.

Section 2: This duly adopted schedule of rates, fees and charges shall be available at the Town Hall during normal business hours.

Section 3: All fees and permits included herein shall be adjusted annually in accordance with the seasonal adjustments by the National Consumer Price Index, established in April of each year, if applicable.

Section 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6: This Resolution shall take effect on upon adoption by the Town Council.

Council Member McLendon offered the foregoing Resolution. Council Member Batcheler seconded the Motion, and upon being put to a vote, the vote was as follows:

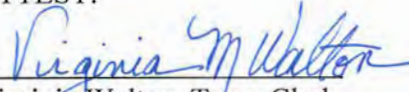
	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	☒	☐	☐
TODD MCLENDON, VICE MAYOR	☒	☐	☐
DAVID DEMAROIS, COUNCIL MEMBER	☒	☐	☐
JOYCE BATCHELER, COUNCIL MEMBER	☒	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☒	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF AUGUST 2018.

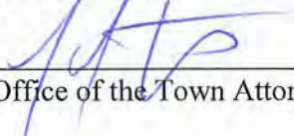
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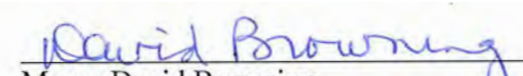
TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

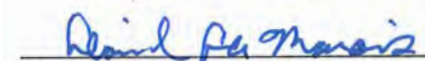

Virginia Walton, Town Clerk

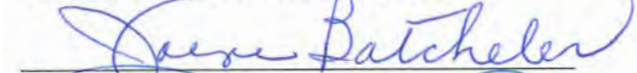
APPROVED AS TO LEGAL
FORM:

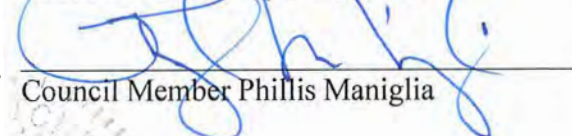

Office of the Town Attorney


Mayor David Browning


Vice-Mayor Todd McLendon


Council Member David DeMarois


Council Member Joyce Batcheler


Council Member Phillis Maniglia



TOWN OF LOXAHATCHEE GROVES

PERMIT / APPLICATION FEES

TOWN OF LOXAHATCHEE GROVES

PERMIT/APPLICATION FEES

EFFECTIVE DATE: 06/05/2018

PERMIT / APPLICATION	TYPE	FEE (DOLLARS)	APPLICATION LINK	Revision	NOTES
PLANNING & ZONING FEES					
Preliminary Plat Review Application	Initial Deposit	1,017.00			Cost Recovery/Time & Material
Special Exception Permit Application - Category A	Initial Deposit	5,085.00			Cost Recovery/Time & Material
Site Plan Application	Initial Deposit	5,085.00			Cost Recovery/Time & Material
Variance Application	Application Fee	3,050.00	Variance Application		Cost Recovery/Time & Material
Future Land Use Amendment Application	Initial Deposit	5,085.00			Cost Recovery/Time & Material
Rezoning Application	Initial Deposit	5,000.00			Cost Recovery/Time & Material
Special Exception Application Review - Category B	Flat Fee	500.00			Review/Determination by Town Manager
Zoning Confirmation Request Application	Flat Fee	204.00			Fixed Cost
Time Extensions	Flat Fee	100.00			Fixed Cost
BUILDING PERMIT FEES					
Building Permit Application F	Flat Fee	61.00	Building Permit Application		
Building Permits Application/Failure to obtain violation	4x/permit fee	244.00			Failure to obtain permit prior to work
Business Tax Receipt	Flat Fee	21.00	Business Tax Receipt Application		
Certificate of Conformity Request Application	Flat Fee	203.00	Certificate of Conformity Request Application		
Lot Splits/Combinations	Flat Fee/ea. Lot	200.00	Certificate of Conformity Request Application		Flat Fee for each Lot Split and each Lot Combination
General Vegetative Land Clearing Application	Flat Fee	102.00	General Land Clearing Application		Initial Review
Land Clearing Permit	Cost Recovery	\$2,034.00			Cost Recovery will be assessed per case. <i>Used for Vacant & Commercial Properties.</i>
Non-Residential Farm Building Application	Flat Fee	61.00			Initial Review
Residential Vegetative Land Clearing Application	Flat Fee	102.00	Land Clearing/Residential Clearing Exemption & Waiver/Residential Clearing Exemption & Waiver.docx		\$100 for initial Review.
Residential Clearing Permit	Cost Recovery	102.00	Residential Clearing Exemption & Waiver Application		Cost Recovery will be assessed per case. <i>Used for Residence and Accessory Buildings</i>
Manure Permit - Haulers	Flat Fee	509.00	\$15. each sticker over 3		
Manure Permit - Property Owner	No Fee	0.00	Manure Permits/Manure Permit - Property Owner.docx		
Special Exception Application Review - Category C	Flat Fee	61.00			Temporary Event - Administrative Review
Temporary Sign Permit	Flat Fee	61.00	Temporary Sign Permit Application		
Water Permit	Flat Fee	61.00			
Canal Culvert Application Review	Cost Recovery	\$1,000.00	Canal Culvert Application		Cost Recovery Time & Materials
Drainage Culvert Application Review	Flat Fee	100.00			
Administrative Site Plan Amendment	Flat Fee	250.00			Administrative Review/Approval
Vested Rights Determination Application	Cost Recovery	250.00			Subject to additional fees above initial \$250.00 fee
Floodplain Development Application Fee	Flat Fee	225.00			
MOT Application Review Fee	Cost Recovery	500.00			Subject to additional fees based on scope of work
MISCELLANEOUS FEES & CHARGES					
Blueprints	N/A				
Certified Copies	Flat Fee	1.00			
RECORDS REQUEST DEPOSIT (Time Estimate)	Deposit	To Be Determined			
8 1/2 X 11 - BLACK & WHITE SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
8 1/2 X 14 - BLACK & WHITE SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
8 1/2 X 14 - COLOR SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
11X 17 - BLACK & WHITE SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
11X 17 - COLOR SINGLE SIDED/DOUBLE SIDED	Flat Fee	.15/.20			
Color Photographs (on photo paper)	Flat Fee	2.00			
Lien Search Request	Flat Fee	26.00			
Postage	Flat Fee	Actual Cost			
Room Rental (Council Chambers)	Flat Fee	\$150.00 Plus \$35.00			
Room Rental (Conference Room)	Flat Fee	\$100.00/3 hrs.			
Reproduction of Audio CD's/Video DVD's	Flat Fee	10.00			
Returned Check Fee		\$25.00 or 5% of check			
RV Pilot Program Fee	Flat Fee	500.00/per RV			Permit (179 days)
RV Pilot Program Solid Waste Fee	Flat Fee	128.14/per RV			Permit (179 days)

Ten percent (10%) of all scheduled Planning & Zoning Fees will be retained by the Town to offset Administrative costs with exception of Building Permit Application, and all Miscellaneous Fees and Charges.

Requirements:

72 hour minimum review time to process applications and permits.

All permits submitted on a Palm Beach County application must include three (3) sets of required documents.

The Town = 1 set

PBC = 2 stamped sets

Revised 11/07/2017 Revised 5/30/2018

SAFEBUILD

Building & Code Services Preliminary Pricing Proposal Worksheet

	Rate	Hours (Month)	Cost / Month	Annualized Cost	Annualized Revenue
Building Services¹					
Building Official		NA			
Inspections	0.9	NA	\$ 19,875.00	\$ 238,500.00	\$ 26,500.00
Plan Review		NA			
Building Administration					
Permit Tech ²	\$	50.00	Full Time	\$ 4,333.33	\$ 52,000.00
Code Compliance^{3,4}					
Code Inspector	\$	75.00	120	\$ 9,000.00	\$ 108,000.00
Year 1 Cost					
			\$ 13,333.33	\$ 160,000.00	
Less Annualized Revenue			\$ 2,208.33	\$ 26,500.00	
Total Year 1 Cost			\$ 11,125.00	\$ 133,500.00	

Assumptions

Annualize Revenue	\$ 265,000.00
Monthly Revenue	\$ 22,083.33

¹ % of Fee negotiable after 12 months

² 50/50 split of Permit Tech costs between % of fee and hourly schedule

³ Code Inspector 24 hours a week or 3 days a week

⁴ Additional 6 hours of Code Support added to the 24 proposed to review, establish, improve process and revise implement ordinances as needed.



Agenda Item #4

TO: Town Council of Town of Loxahatchee Groves

FROM: James Fleischmann, Town Planning Consultant

VIA: James Titcomb, Town Manager

DATE: July 6, 2021

SUBJECT: Approval of Resolution No. 2021-30 Approving Proposed Culver's Restaurant Site Plan

Background:

A Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation was assigned to the 90-acre Groves Town Center (GTC) located at the northeast corner of Southern Boulevard and "B" Road by Town Council Ordinance 2013-09 and most recently updated by Ordinance 2019-08. A Site Plan for Pod A of GTC was approved by the Town council (Resolution 2018-83). Site Plan approval for Culver's Restaurant, located within Pod B of GTC is proposed.

The Applicant has requested approval of proposed Site Plan SP-20-0504 (Culver's Restaurant) including 4,479 sq. ft. of restaurant space.

The Town Council should consider approval, approval with conditions, or denial of Resolution 2021-30, the subject of which is Site Plan Approval Application SP-20-0504. The Planning and Zoning Board (PZB) recommended approval of the Culver's Restaurant Site Plan Application SP-20-0504 at its June 17, 2021, meeting by a 3 – 0 vote.

Based upon the review of Application SP-20-0504 within the report titled "Staff Summary Culver's Restaurant Site Plan Review" (June 17, 2021), included herein by reference, Staff finds the proposed Culver's Restaurant Site Plan consistent with the Town's Comprehensive Plan and land development regulations.

Attachments

1. Map of location within Groves Town Center
2. Resolution 2021-30

Recommendations:



Staff recommends a motion to approve Resolution 2020-30 subject to the Site Plan dated September 18, 2020, and Conditions of Approval included therein. as recommended by PZB and Staff.

**TOWN OF LOXAHATCHEE GROVES
PLANNING AND ZONING BOARD
June 17, 2021**

**AGENDA ITEM STAFF SUMMARY:
Culver's Restaurant Site Plan Review**

I. Site and Applicant Information

Project Name	Culver's Site Plan Approval
Project Nos.	SP-20-0504
Agent	Taylor Parker, Bohler Engineering
Applicant	Kase Bethel
Owner	Solar Sportsystems, Inc
Parcel Control No.	41-41-43-31-12-002-0010 (a portion thereof)
Location	North side of Southern Boulevard west of Groves Town Center Drive
Size (Acreage)	1.39 Acres
Zoning	Multiple Land Use Planned Unit Development (MLU/PUD)
Future Land Use	Multiple Land Use (MLU)
Existing Use	Vacant
Approved Use	Commercial Low (Portion of Pod B of Groves Town Center PUD)
Proposed Use	Culver's Restaurant

II. Adjacent Properties (Existing Use, Future Land Use and Zoning)

LAND USE	NORTH	SOUTH	EAST	WEST
EXISTING USE	Vacant	Southern Boulevard followed by residential in Wellington	Vacant	Vacant
APPROVED USE	Groves Town Center Avocado Avenue followed by the Town Commons Pod	Southern Boulevard followed by residential in Wellington	Groves Town Center Pod B – Vacant	Groves Town Center Pod B – Approved Southern Palms Carwash
FUTURE LAND USE	MLU	Residential - Wellington	MLU	MLU
ZONING	MLU/PUD	Residential - Wellington	MLU/PUD	MLU/PUD

III. Submitted Support Documents

ITEM	CONTENT
Site Plan	Tabular computations, location and height of structure, floor area, vehicular circulation system and connections to internal streets and adjacent properties, adjacent public r-o-w, location of trash and garbage disposal system, location, dimensions, clearances and access of parking areas, location of drainage features, and location and design of signs.
Engineering Plans	Grading and Drainage Plan, Utility Plan, Soil Erosion & Sediment Phase 1 Control Plan, , Soil Erosion & Sediment Phase 2 Control Plan, Water and Wastewater Detail Plans, Irrigation Plan, Floodplain Development Application, Stormwater Management Report (SFWMD), Flood Zone Map (AE Zone).
Architectural Plans	Floor Plans and Elevations.
Service Provider Letters	Palm Beach County Water Utilities, GTC Conceptual Management Plan Traffic Statement and TPS Letter, Historic Preservation Letter
Natural Features Inventory	Tree Disposition Plan (tree survey and inventory and disposition)
Landscape Plans	Landscape Plan
Photometric Plan	Type, number and location of lighting fixtures. Lighting intensity at locations throughout the site, including perimeter property lines. Meets requirements of the town Code.

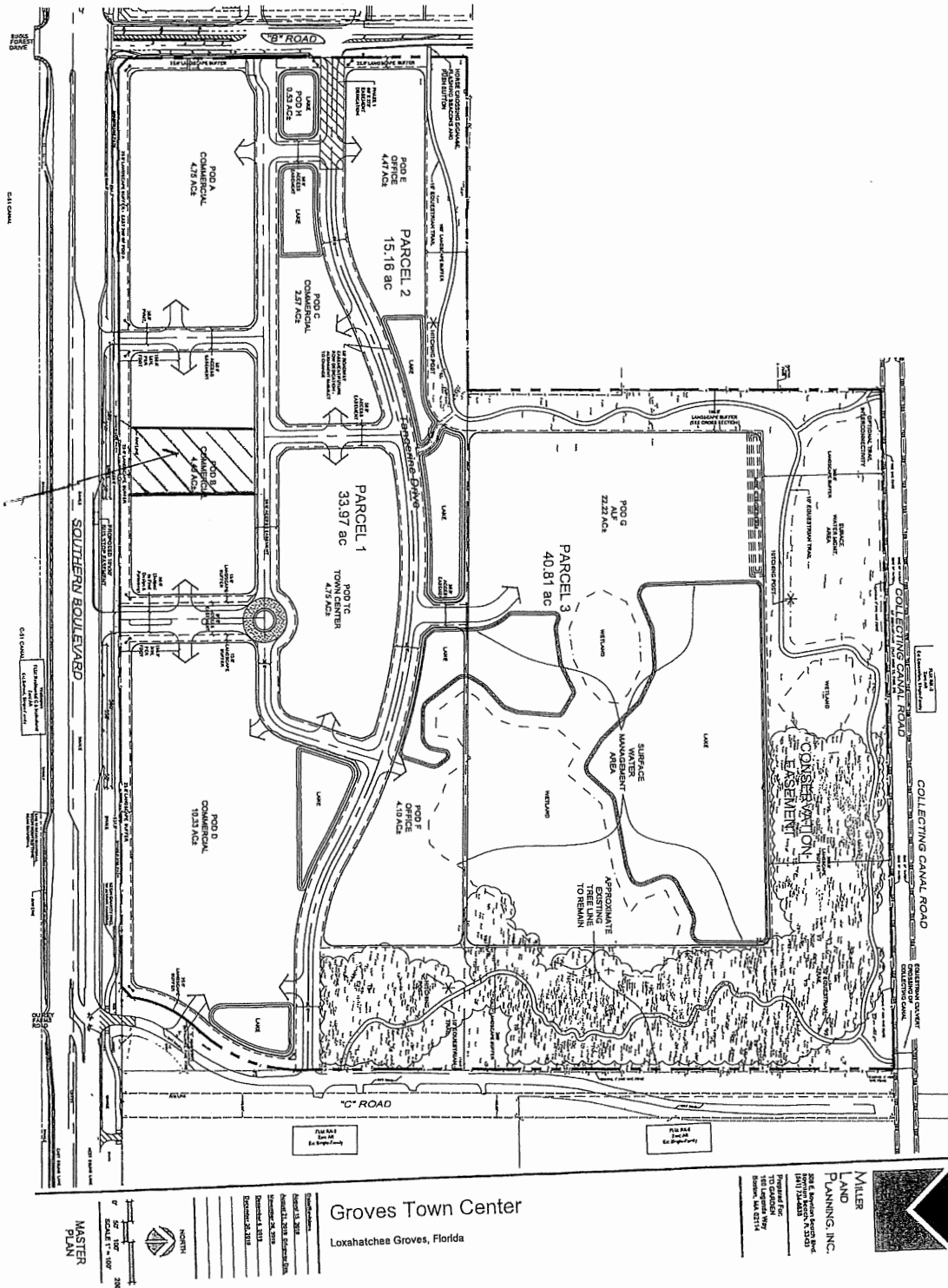
IV. Property History

The 1.39 acre Subject Site, located in Groves Town Center Pod B on the north side of Southern Boulevard west of Groves Town Center Drive, consists of a single parcel. The property is part of the 90 acre "Groves Town Center" which was assigned a Multiple Land Use (MLU) future land use designation by the Town in 2011 (Ref: Ordinance 2011-17) for the purpose of implementing a mixed-use development concept consisting of the following three land uses: Commercial Low (CL), Commercial Low Office (CL-O), and Institutional (INST). Subsequent to the MLU approval, the Groves Town Center parcel was assigned an MLU/PUD zoning approval, including a Conceptual Master Plan, by the Town in 2015 (Ordinance 2013-10).

The Conceptual Master Plan, revised, most recently by Ordinance 2019-08, includes several Development Pods. The 1.39 acre Subject Site is located within the 4.98 Pod B which is designated for commercial uses on the Groves Town Center Conceptual Master Plan (Ref: EXHIBIT 1).

V. Staff Review of Site Plan Approval Application

Per ULDC Section 155-005 *Mandatory Site Plan Approval*, an approved site plan is required prior to development of the property. The Applicant has proposed approval of a 4,479 sq. ft. Culver's Restaurant on the 1.39 Subject Site. The proposed Site Plan is presented on EXHIBIT 2. Principal Site Plan characteristics are described and assessed in the following paragraphs.



1. Adjacent Land Uses (Refer to Attachment 1)

Direction	Existing/Approved Uses	Potential Issues
North	Vacant/Groves Town Center (GTC) internal road (Avocado Avenue) followed by GTC Pod TC (Town Center)	None – Future Development
South	Southern Boulevard followed by the C-51 Canal	None – FDOT approved access improvements to be provided by FDOT and Groves Town Center
East	Vacant Pod B parcel/Future commercial development	None – Future Development
West	Vacant/Pod B parcel – Approved Southern Palms Carwash	None – Proposed development

2. Infrastructure Impacts

Infrastructure Service	Summary
Water/wastewater	Property can be served by County central water/wastewater along Southern Boulevard. Applicant currently coordinating with PBCWUD. An executed Standard Development Agreement (SDA) with the County will be presented to the Town within 30 days of Site Plan Approval by the Town
Surface Water Management	Stormwater Management Report and Civil Plans provided. The drainage system will consist of a dry detention area and underground exfiltration trenches. Legal positive outfall provided by discharge to the GTC Master Drainage System. A control structure will regulate discharge to the Master Drainage System.
Solid Waste Disposal	Solid Waste Authority letter confirms disposal capacity available. Applicant must execute an agreement with the Town's Contract Hauler for collection.
Transportation	GTC Traffic Statement provided. Projected trips do not exceed the approved threshold for GTC with a restriction that Culver's not open until after the A.M. peak time of 7:00 – 9:00.
Parks and Recreation	Not Applicable – Commercial land use and zoning
Public Schools	Not Applicable – Commercial land use and zoning
FIRE/EMS	Letter from Palm Beach County Fire/Rescue indicating an estimated response time less than the average for the nearest station.

3. Environment

Item	Summary
Natural Resources	The Stormwater Management Report states that the Subject Site contains a tree and grass surface coverage and there are no wetlands. A native tree inventory and disposition plan is included. No statement regarding animal species listed as protected by federal, state or local environmental regulatory agencies is included
Historical Resources	One known archaeological site (i.e. No. 8PB11426 -West Palm Beach Canal) is located on or within 500 feet of the subject property. If activities on the subject property impact the Canal, mitigation work may be required by the Florida Division of Historic Resources. A letter from the Florida Master Site File was provided stating that there are no cultural resources on the Subject Site.
Flood Zone	Zone AE, per Palm Beach County Flood Insurance Rate Panel 541 of 1,200 with a 100-year flood elevation of 17.6 feet NAVD.

4. Comprehensive Plan and Zoning Consistency

The Comprehensive Plan was amended in 2011 (i.e. Town Ordinance 2011-17) to add Special Policy 1.15.2 to the Future Land Use Element and revise the Future Land Use Map (FLUM) from RR 5 (Rural Residential 5) to MLU (Multiple Land Use) on the related 90.3 acre parcel of land located at the northeast corner of B Road and Southern Boulevard. Special Policy 1.15.2 was added to read as follows:

"1.15.2 Special Policy:

- (1) Land use and density/intensity of development on the property delineated as "Special Policy 1.15.2" on the Future Land Use Map, Map # FLU -1.10, shall be regulated by the application of the Multiple Land Use (MLU) land use category, and the following criteria: Commercial Low (CL) – Maximum of 34.34 acres/ 103,000 sq. ft. of retail commercial space; Commercial Low Office - Maximum of 16.0 acres/44,000 sq. ft. of professional and medical office commercial space; and Institutional – Minimum of 40.0 acres/Maximum of 128 congregate living beds.
- (2) A 300 foot wide buffer shall be incorporated in the master plan along that portion of the MLU adjacent to the Collecting Canal".

The amended FLUM indicating the MLU designation on the 90.3 acre parcel is presented on EXHIBIT 3. The proposed Culver's Restaurant is located within the 90.3 acre MLU FLUM designation and included within the 103,000 sq. ft. of retail commercial space approved by Special Policy 1.15.2.

The Town Zoning Map was amended (Ref: EXHIBIT 4) in 2015 (i.e. Town Ordinance 2013-10) to assign a Multiple Land Use Planned Unit Development (MLU/PUD) designation to the 90.3 acre property which is the subject of Special Policy 1.15.2.

As part of the MLU/PUD designation, a Conceptual Master Plan (i.e. Groves Town Center (Ref: EXHIBIT 1) was approved. The proposed Culver's Restaurant is located within Pod B of the Conceptual Master Plan which is designated for retail use.

Based upon the above land use and zoning amendments, the proposed Culver's Restaurant is consistent with the Town Comprehensive Plan, FLUM and Zoning Map.

EXHIBIT 3 Loxahatchee Groves Future Land Use Map (FLUM)

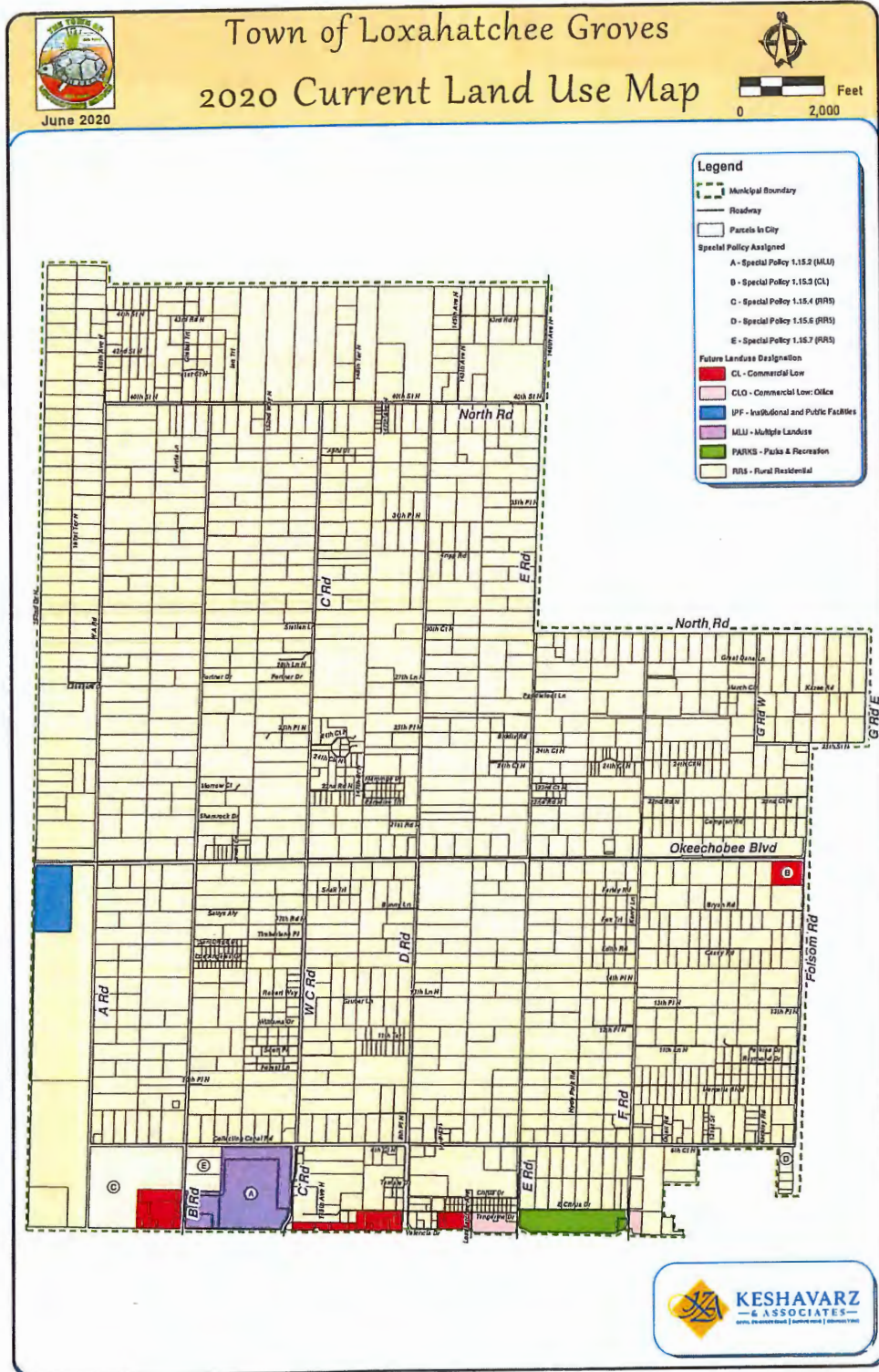
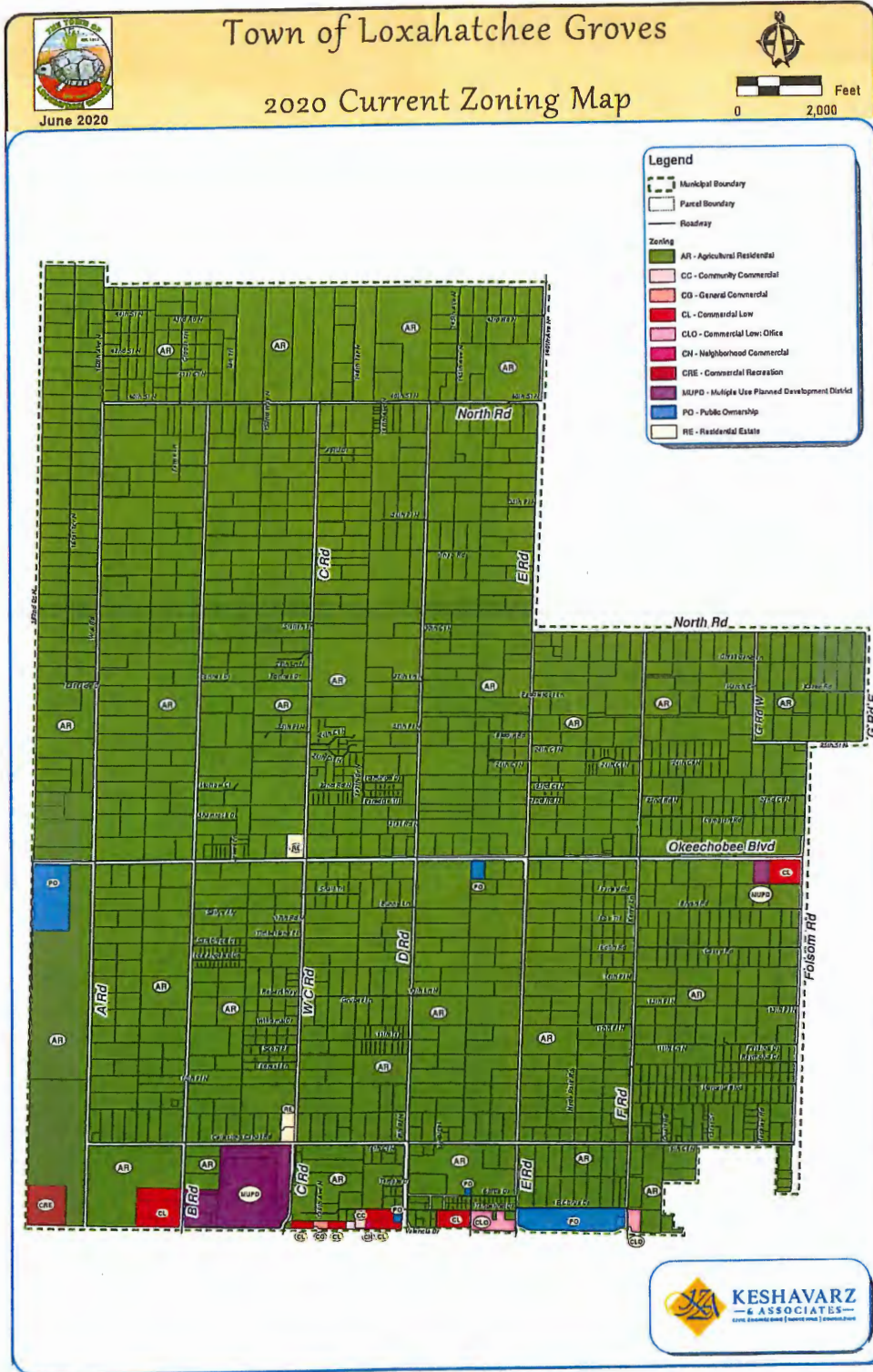


EXHIBIT 4 Loxahatchee Groves Zoning Map



5. Zoning Requirements: CL Zoning District Regulations

Regulation	Standard	Property Complies?
Minimum lot size	1 acre	Yes – 1.39 acres
Frontage and Access	ULDC Section 100-35: legal access from a publically dedicated street	Yes – Proposed access to both Southern Blvd. and "B" Road via interior MLUPUD streets.
Minimum frontage/width	150 feet	Yes – 174.65 ft. on Southern Blvd.
Minimum depth	150 feet	Yes - 338.43 feet
Maximum Floor-Area-Ratio	0.10	Yes – 0.0752
Maximum building and roofed structures lot coverage	25%	Yes – 0.0752
Front setback	50 feet	Yes – 98.7 feet
Side setback	25 feet	Yes – 40 feet (East side) and 80.5 feet (west)
Rear setback	25 feet	Yes – 146.9 feet
Maximum impervious area	70%	Yes – 67.4%
Minimum pervious area	30%	Yes - 32.6%
Maximum building height	35 feet	Yes – 23 feet 1 inch

6. ULDC Section 155-020: Substantive Requirements (Site Plan)

Criterion	Compliance
Section 150-020 (A) Conformance to the approved and/or recorded plat, if applicable	Property is in conformance with the Groves Town Center Plat, approved by the Town (Resolution 2010-27).
Section 150-020 (B) Consistency with the Loxahatchee Groves Comprehensive Plan	Yes – Refer to Section D, above.
Section 150-020 (C) Conformance with the Town of Loxahatchee Groves ULDC	Yes – Refer to Section D, and E above and Section G, below.
Section 150-020 (D) Conformity with Town Water Control District's requirements and regulations.	Dry detention area and exfiltration trenches. Legal positive outfall provided by discharge to the GTC Master Drainage System to be approved by the Town

7. ULDC Supplementary Requirements

a. ULDC Article 85: Landscape Plan Requirements

Requirement	Response
Section 85-020 The location, including height, caliper and canopy spread of all landscape plant material	Provided in the Plant Schedule of the Landscape Plan (L-2)

Requirement	Response
Section 85-025 (B) Plots of 2 acres or more shall preserve or create and maintain an ecological community of at least 3% of area of the property.	Not applicable. Parcel size is 1.39 acres.
Section 85-030 Site distance for landscaping adjacent to street intersections and points of access (Ref: ULDC Section 105-005 Site distance triangle): 10 feet from the intersection on driveway and street.	1 10-foot Site Distance Triangles at the intersection of the north driveway and Avocado Avenue.
Section 85-050 Landscape plan requirements for non-residential/non-agricultural land uses.	Landscape and Irrigation Plans and Landscape Elevations provided (L-1 – L6)
Section 85-050 (D) (2), (3) and (11) A tree survey, including trees to be removed or relocated, including proposed relocation sites	Tree inventory and tabular list provided in the Tree Disposition Plan (L-1). Trees to be removed are identified Additional detail regarding mitigation to be provided in the Vegetation Removal Permit per ULDC Article 87.
Section 85-050 (E) Irrigation plan if irrigation system to be used	Provided in the Irrigation Plan (L-3)
Section 85-055 (B) (2) Primary structures treated with shrubs @ 2.5 foot height along 40% of the structure frontage	Provided in the Landscape Plan @ 100% of Southern Boulevard frontage (Sweet Viburnum hedge) (L-2)
Section 85-05 (C) (1) – (5) Interior open space area indicated on Landscape Plan	Interior Open Space at 24.3% indicated on Landscape Plan (L-2). Areas delineated on Landscape Plan
Section 85-055 (C) (1) – (5) Meets interior open space tree and shrub requirements	Landscape materials indicated on Site Plan (L-2).
Section 85-055 (F) Dumpsters, mechanical equipment and electrical transformers screened	Meets requirement. Provided in the Landscape Plan (L-2)
Section 85-055 (G) Signs screened	Monument Sign screened Provided in the Landscape Plan (L-2)
Section 85-055 (H) Existing vegetation credit requested and calculated	No credit requested.
Section 85-060 (B) Landscape buffer along property line abutting AR District	N/A – Adjacent property to north, east and west = Groves Town Center MLU/PUD. Southern Boulevard to the south.
Section 85-060 (C) 8-foot compatible use buffer	Provided 8-foot buffer on east and 10-foot buffer on west property lines per Site Plan drawing.

b. ULDC Article 90 Signs

Allowed Signs	Response
Section 90-070 Sign permit requirements	Condition of Approval
Section 90-040(B) Standards by sign type and zoning district (CL District shopping center or other multi-tenant center)	
(1) Mandatory attached building identification (i.e. address) sign : 1 per structure or business @ maximum sign face of 4 sq. ft.	Condition of Approval
(2) Attached awning sign (optional): Maximum 1 per structure or business @ maximum sign face of 4 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.

Allowed Signs	Response
(3b) Shopping center or other multi-tenant center: 1 wall sign per building, 2 if corner location @ maximum sign face of 18 sq. ft. to 36 sq. ft.	Four proposed, one each on north, south, east and west elevations per Design Development Scheme "A" (A-4). Requires Sign Code variance.
(4) Attached canopy sign: 1 per canopy or 2 per building whichever is less @ 16 sq. ft. to 24 sq. ft.	None proposed per Design Development Scheme "A" (A-4).
(5a) Outparcel or individual stand-alone building free-standing monument or panel sign(s): Primary sign - 1 per building @ maximum sign face of 60 sq. ft.; Drive-thru secondary sign @ maximum sign face of 12 sq. ft.	1 Primary Sign and 1 Menu Board sign allowed – 1 monument sign and 1 menu board sign proposed per Site Plan Sign dimensions not indicated. Will be determined during Sign Permit approval.
(6) Real Estate or Project Sign (to be removed after sale or project completion) 1 per street frontage @ maximum sign face of 12 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
Sections 90-065 Landscaping around signage to meet the requirements of Section 85-050 Landscape design for interior open space	Provided in the Landscape Plan (L-2).
Traffic Control Signs	7 signs per Site Plan

c. Article 95 Parking and Loading

Requirement	Response
Section 95-010 (B) Minimum parking space requirements – 31 spaces required. 1 handicap spaces required (Ref: Table 208.2 PBC ULDC – 2% of total)	49 spaces provided. 2 handicap spaces provided. Exceeds code.
Section 95-100(A) Size of parking spaces – 90 Degree Standard space = 11' x 22.5"; 60 Degree Angle space = 11' x 24.5 feet; Handicap space = 14' x 22.5'	Size and dimension of parking spaces, including 2.5-foot car overhangs are depicted on the site plan. Meets code.
Section 95-100(A) Aisle widths: 22 feet for 60 degree parking and 28 feet for 2-way 90 degree parking.	Meets Code. 60 degree parking aisles = 22 feet. 90 degree parking aisle = 28 feet.
Section 95-050 Minimum loading space requirements (i.e. for restaurant uses 2,000 to 20,000 sq. ft.) = 1 space	1 provided. Meets code
Section 95-070 Size of loading spaces – 12' x 45' with 14' vertical clearance	1 space @ 12' x 45'. Meets Code.
Section 95-085 and 95-095 Minimum of 7 queuing spaces, 4 of which are prior to the menu board. Dimensions = 9' x 20'.	10 queuing spaces, 4 before the menu board. Queuing lane = 11' wide x 20 feet long. Meets Code.

d. Architecture

Proposed architectural elevations (Sheet A-4) are included in the site plan application. The Applicant has considered the Rural Vista Guidelines and applied them, where applicable, to the various design elements throughout the project.

- Trim at corners of buildings
- Breaks at larger building walls using banding, projections and canvas window awnings.

- Use of metal roofing where applicable
- Screening of mechanical and service areas
- Signage structures mimicking the architecture of the buildings
- Proposed Native Landscape material where possible
- All exterior lighting is directed downward and contains shields to be contained within the property boundaries

e. Compatibility

An inventory of land uses adjacent to the 1.39 acre Subject Property is presented in Section II of this analysis. The adjacent properties to the north, east and west are assigned a Future Land Use designation of Multiple Land Use (MLU), all of which are portions of the 90.32 acre Groves Town Center. The property is assigned a MLU/PUD zoning designation including retail and office commercial and assisted living uses laid out in an approved Conceptual Master Plan.

In addition to the Conceptual Master Plan, access management, buffering, screening, setback, height, landscaping, and incorporation of Rural Vista Guidelines design criteria can further enhance compatibility.

Individual uses, including Southern Palms Carwash and Heartland Dental Office, have approved site plans within Pod B. Culver's Restaurant and a yet-to-be determined fourth use will complete development within Pod B. To insure internal consistency among an between the four uses a Pod B Overall Site Plan (Administrative Plan) has been prepared to coordinate the following issues among the four uses: connectivity; common ingress/egress points; sidewalk access; landscaping and the Southern Boulevard berm. Compliance with the Administrative Site Plan (Ref: EXHIBIT 5) and common infrastructure plan will insure compatibility among four Pod B properties.

VI. Staff Recommendation

Staff finds the proposed site plan is consistent with the Town's Comprehensive Plan and land development regulations. Further, Staff recommends approval of SP-20-0504 subject to the, Site Plan dated September 18, 2020 and Conditions of Approval per ATTACHMENT A.

[illegible]

POD B OVERALL SITE PLAN

BOHLER//

200 S. BISCAYNE BLVD.
SUITE 19-105
MIAMI, FLORIDA 33131
Phone: (786) 681-0600

ATTACHMENT A

Culver's Restaurant Site Plan

Conditions of Approval

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. The Final Conditions of Approval in Town Ordinance 2019-08 are adopted and incorporated herein by reference. Ordinance 2019-08 assigned an amended Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated on the Culver's Restaurant Site Plan is dated September 18, 2020. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

- (a) Administrative amendments permitted under Section 155-005 of the ULDC;
- (b) Amendments required to conform to the Conceptual Master Plan;
- (c) Amendments necessary to comply with Site Plan Conditions of Approval; and
- (d) Infrastructure and utility improvements which are in accordance with the ULDC

4. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Prior to fee title conveyance, a lot shall be platted.

5 The Town Manager and his designated agents shall review and approve all building permit applications prior to processing by Palm Beach County for consistency with the following: (1) Site Plan and Conditions of Approval; (2) Landscape Plan; (3) Floor Plans, and Elevations; and (4) Photometric Plan

6. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager and Town Engineer shall review and approve all related land development plans.

7. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2022. A time extension for this condition shall be acknowledged by the Town of Loxahatchee Groves pursuant to a State of Emergency Order issued by the Governor of Florida upon written notification by the Owner, or

approval of a traffic study which complies with the Palm Beach County Mandatory Traffic Performance Standards in place at the time of the request.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 4,479 sq. ft. of restaurant use consistent with the Site Plan dated September 18, 2020.

2. Per the Traffic Statement, to insure that projected trips do not exceed the approved threshold for Groves town Center, the Culver's Restaurant shall not open until after the A.M. peak time of 7:00 – 9:00.

3. Bars and night clubs are prohibited.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

6 Prior to submittal of any building permit cross-access agreements shall be executed with property directly abutting the site to its east and west.

C. ENGINEERING

1. The Pod B Overall Site Plan (Administrative Site Plan) shall be used cooperatively with remaining Pod B developers illustrating coordination of the following issues: shared drainage facilities, cross-access and pedestrian access locations, shared access and drive aisles, adjoining landscape buffers, and consistency of landscape materials.

2. Prior to the issuance of the Site Development Permit for this project:

a. A Cross Access Agreement shall be completed and recorded with adjacent Pod B projects to the east and west that adequately addresses vehicular, pedestrian, and bicycle access as well as drainage infrastructure capacity and connectivity.

b. The Master Site Development Permit for the 1st Phase of Construction must be approved by the Town.

3. Prior to the issuance of the Site Development Permit and Building Permit for this project, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod B per Town Code Section 100-060.

4. Prior to the commencement of construction of this project the Applicant shall:

- a. Provide the Town Engineer with copies of all permits, permit applications, and requests for additional information to and from the regulatory agencies regarding issues on all permit applications, certification, and approvals for this project including, but not limited to, the South Florida Water Management District, Palm Beach County Water Utilities Department, Florida Department of Transportation, Palm Beach County Fire Rescue, Palm Beach County Health Department, etc.
- b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.

5. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection Agency (EPA) and local regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

6. The construction, operation, and maintenance of any elements of this project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development, it is determined by the Town that any of the surrounding areas are experiencing negative drainage impacts caused by this project, it shall be the applicant's responsibility to resolve said impacts in a period of time and a manner that is acceptable to the Town prior to additional construction activities. The Town may issue a Stop Work Order or cease issuance of any related Building Permits until all drainage concerns are resolved.

7. Prior to the issuance of the Certificate of Completion for the Site Development Permit, the application shall:

- a. Provide copies of the required test results as provided for on the plans and specification and in accordance with FDOT for review by the Town Engineer.

- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.

8. Prior to issuance of the first Certificate of Occupancy within Pod B, the work associated with the Master Site Development Permit for the 1st Phase of Construction must be completed, certified, and approved by the Town.

9. Prior to the issuance of the Certificate of Occupancy for this project, the ADA pedestrian sidewalk to Southern Boulevard and the vehicular driveway connection and drive aisle to Avocado Avenue must be constructed, certified, and approved by the Town.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. Project landscaping shall comply with the Landscape Plan dated May 27, 2021, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated September 18, 2020. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a cocoplum hedge. A rendering of the berm and hedge shall be provided prior to any land clearing activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

3. The remainder of the onsite landscaping shall comply with the Landscape Plan dated May 27, 2021.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated October 14, 2020 and the requirements of ULDC Section 50-030 *Outdoor Lighting*.

2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

3. Per ULDC Section 50-030(D) (5) "*Glare*", open air parking lighting, with the exception of security lighting, shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated September 18, 2020.

G. ARCHITECTURAL

1. Architectural elevations shall comply with Design Development Scheme "A", Sheet A-4 dated September 3, 2020.

H. SIGNAGE

The initial sign permit submittal shall include a master sign program detailing the location, number, colors and size of proposed signage within the Culver's Restaurant development. The master sign program shall be used as model for all subsequent signage within Culver's Restaurant development.

1. Per Sections 05-040 and 90-070 of the ULDC, Town permits for all project signs shall be obtained prior to building permit application.

2. All signs shall comply with the type, number, size and location standards of ULDC Section 90-040 (B).

I. UTILITIES AND SERVICES

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town Council of the Town of Loxahatchee Groves for the provision of central potable water and wastewater service to the project prior to the issuance of the first building permit.

2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and the Town's third-party hauler prior to issuance of the initial certificate of occupancy.

H. ULDC WAIVERS

Per Ordinance 2019-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "*Glare*"; and (2) ULDC Section 95-100(E) "*Wheelstops and curbing*".

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION 2021-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE CULVER'S RESTAURANT SITE PLAN FOR LAND OWNED BY BW SOLAR SPORTSYSTEMS, INC., CONSISTING OF 1.39ACRES MORE OR LESS, LOCATED ON THE NORTH SIDE OF SOUTHERN BOULEVARD EAST OF "B" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of June 17, 2021 recommended approval of the Culver's Restaurant Site Plan Approval Application SP-20-0504; and

WHEREAS, the Heartland Dental Office Site Plan Approval Application SP-20-0504 was presented to the Town Council at a quasi-judicial public hearing conducted on July 6, 2021; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town Council has considered the findings in the staff report dated June 17, 2021 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. The Site Plan is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations, including Section 25-015 "*Permitted uses*" and Article 155 "*Site Plans*". This Site Plan, along with the Conditions of Approval, as adopted and presented in Exhibit C hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.
3. This Site Plan, as presented in Exhibit B hereto, along with Conditions of Approval, as adopted and presented in Exhibit C hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with Conditions of Approval as adopted and presented in Exhibit C hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan, as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands, noise and the natural functioning of the environment.
6. This Site Plan as presented in Exhibit B hereto along with Conditions of Approval, as adopted and presented in Exhibit C hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Culver's Restaurant Site Plan SP-20-0504 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B and made a part hereof.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 6th day of July 2021.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk

Vice Mayor Laura Danowski

Council Member Phillis Maniglia

APPROVED AS TO LEGAL FORM:

Council Member Marg Herzog

Town Attorney

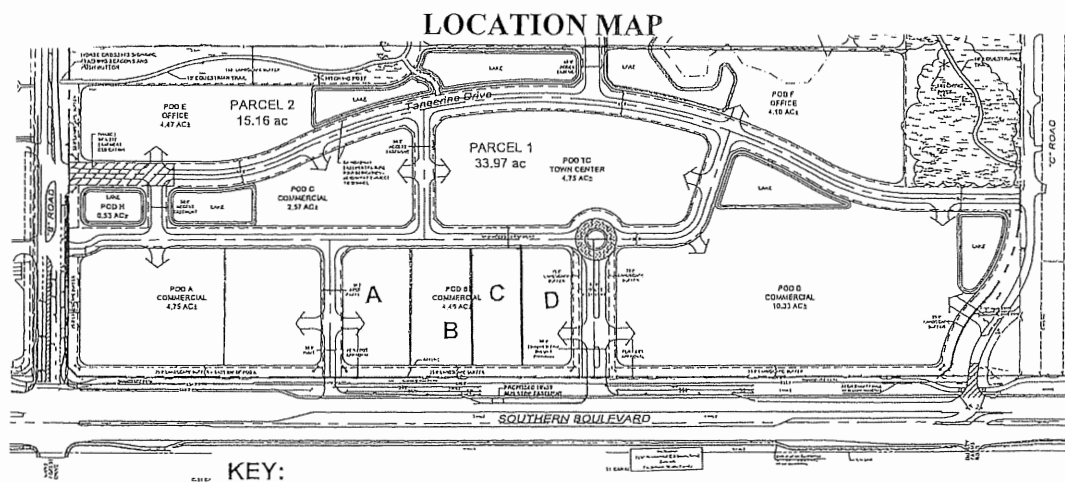
Council Member Marianne Miles

EXHIBIT A**LEGAL DESCRIPTION AND LOCATION MAP****LEGAL DESCRIPTION**

A portion of Pod and Tract LB4. "Groves Town Center PUD", according to the plat thereof, as recorded in plat book 128, pages 66 through 70, of the public records of Palm Beach County, Florida, more particularly as described as follows:

Commencing at the southwest corner of said Tract LB4; Thence south $88^{\circ}26'46''$ east along the south line of said Tract LB4, also being the North Right-Of-Way line of Southern Boulevard 249.06 feet to the point of beginning; Thence north $01^{\circ}33'14''$ East 348.33 feet; Thence south $88^{\circ}26'46''$ east 174.65 feet; Thence south $01^{\circ}33'44''$ west 348.33 feet to a point on the aforementioned south line and north Right-Of-Way line; Thence north $88^{\circ}26'46''$ west along said south line and north Right-Of-Way line 174.65 feet to the point of beginning.

Said lands situate, lying, and being in the Town of Loxahatchee Groves, Palm Beach County, Florida, and containing 60,834 square feet (1.3966 acres), more or less.



A – Southern Palms Car Wash

B – Culver's Restaurant

C - To Be Determined

D – Heartland Dental Office

EXHIBIT B

CULVER'S RESTAURANT SITE PLAN SP-20-0504

(Refer to the following page)

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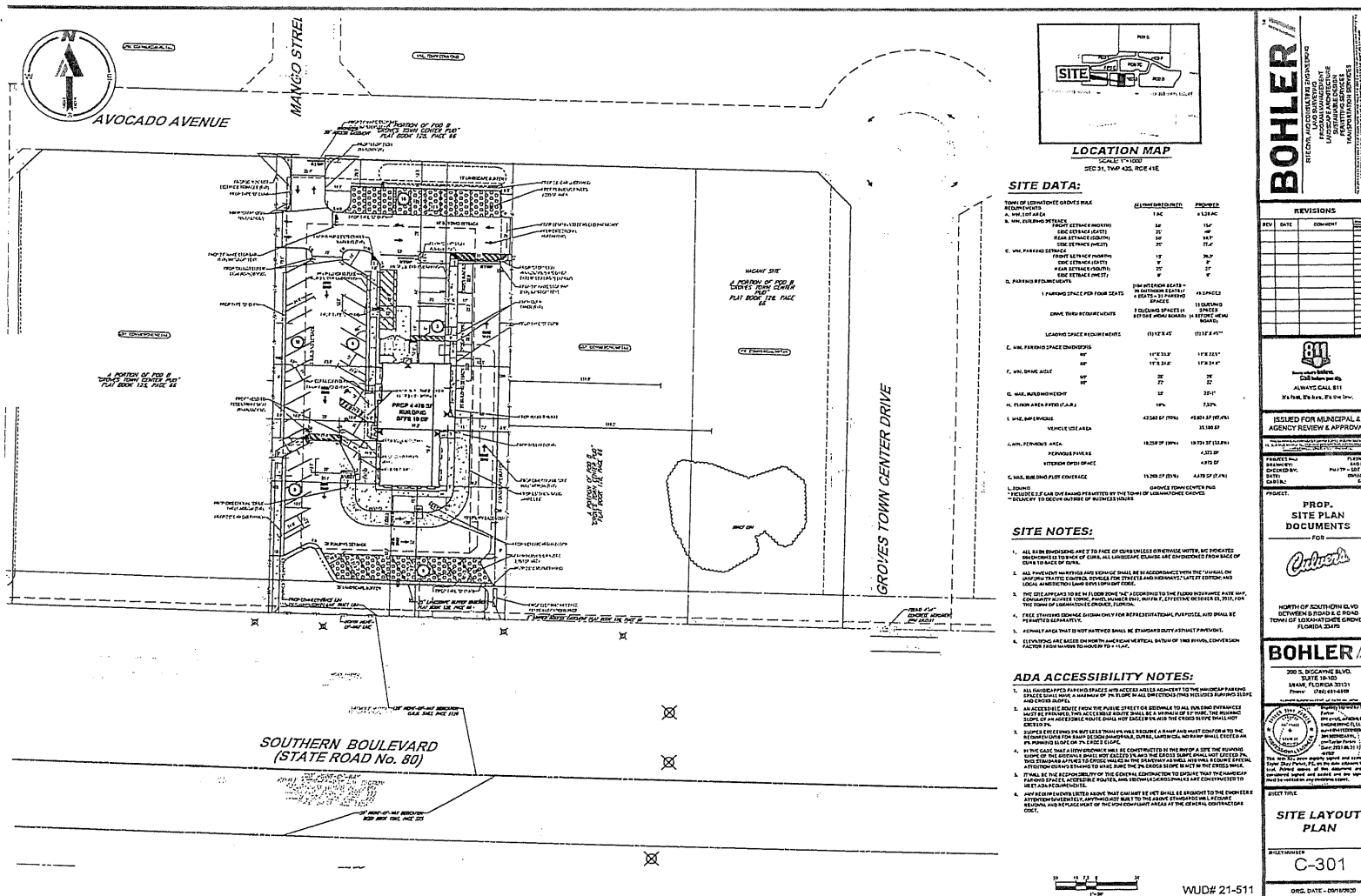


EXHIBIT C

Culver's Restaurant Site Plan

Conditions of Approval

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. The Final Conditions of Approval in Town Ordinance 2019-08 are adopted and incorporated herein by reference. Ordinance 2019-08 assigned an amended Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated on the Culver's Restaurant Site Plan is dated September 18, 2020. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

- (a) Administrative amendments permitted under Section 155-005 of the ULDC;
- (b) Amendments required to conform to the Conceptual Master Plan;
- (c) Amendments necessary to comply with Site Plan Conditions of Approval; and
- (d) Infrastructure and utility improvements which are in accordance with the ULDC

4. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Prior to fee title conveyance, a lot shall be platted.

5 The Town Manager and his designated agents shall review and approve all building permit applications prior to processing by Palm Beach County for consistency with the following: (1) Site Plan and Conditions of Approval; (2) Landscape Plan; (3) Floor Plans, and Elevations; and (4) Photometric Plan

6. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager and Town Engineer shall review and approve all related land development plans.

7. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2022. A time extension for this condition shall be acknowledged by the Town of Loxahatchee Groves pursuant to a State of Emergency Order issued by the Governor of Florida upon written notification by the Owner, or approval of a traffic study which complies with the Palm Beach County Mandatory Traffic Performance Standards in place at the time of the request.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 4,479 sq. ft. of restaurant use consistent with the Site Plan dated September 18, 2020.
2. Per the Traffic Statement, to insure that. projected trips do not exceed the approved threshold for Groves Town Center, the Culver's Restaurant shall not open until after the A.M. peak time of 7:00 – 9:00.
3. Bars and night clubs are prohibited.
4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.
5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

C. ENGINEERING

1. The Pod B Overall Site Plan (Administrative Site Plan) shall be used cooperatively with remaining Pod B developers illustrating coordination of the following issues: shared drainage facilities, cross-access and pedestrian access locations, shared access and drive aisles, adjoining landscape buffers, and consistency of landscape materials.
2. Prior to the issuance of the Site Development Permit for this project:
 - a. A Cross Access Agreement shall be completed and recorded with adjacent Pod B projects to the east and west that adequately addresses vehicular, pedestrian, and bicycle access as well as drainage infrastructure capacity and connectivity.
 - b. The Master Site Development Permit for the 1st Phase of Construction must be approved by the Town.
3. Prior to the issuance of the Site Development Permit and Building Permit for this project, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod B per Town Code Section 100-060.
4. Prior to the commencement of construction of this project the Applicant shall:
 - a. Provide the Town Engineer with copies of all permits, permit applications, and requests for additional information to and from the regulatory agencies regarding issues on all permit applications, certification, and approvals for this project including, but not limited to, the South Florida Water Management District, Palm Beach County Water Utilities Department, Florida Department of Transportation, Palm Beach County Fire Rescue, Palm Beach County Health Department, etc.
 - b. Schedule a pre-construction meeting with the Town. Inspections related to the Site Development Permit for this project will not be performed until the pre-construction meeting has occurred. Failure to comply with this condition could result in a Stop Work Order for all work and construction activity related to this project.

5. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection Agency (EPA) and local regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

6. The construction, operation, and maintenance of any elements of this project shall not have any negative impacts on the existing drainage of the surrounding areas. If at any time during the project development, it is determined by the Town that any of the surrounding areas are experiencing negative drainage impacts caused by this project, it shall be the applicant's responsibility to resolve said impacts in a period of time and a manner that is acceptable to the Town prior to additional construction activities. The Town may issue a Stop Work Order or cease issuance of any related Building Permits until all drainage concerns are resolved.

7. Prior to the issuance of the Certificate of Completion for the Site Development Permit, the application shall:

- a. Provide copies of the required test results as provided for on the plans and specification and in accordance with FDOT for review by the Town Engineer.
- b. Submit to the Town all required recorded easements and easement modifications.
- c. Provide electronic certified civil design as-built drawings in both PDF and AutoCAD formats for review and approval by the Town Engineer.

8. Prior to issuance of the first Certificate of Occupancy within Pod B, the work associated with the Master Site Development Permit for the 1st Phase of Construction must be completed, certified, and approved by the Town.

9. Prior to the issuance of the Certificate of Occupancy for this project, the ADA pedestrian sidewalk to Southern Boulevard and the vehicular driveway connection and drive aisle to Avocado Avenue must be constructed, certified, and approved by the Town.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. Project landscaping shall comply with the Landscape Plan dated May 27, 2021, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated September 18, 2020. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a cocoplum hedge. A rendering of the berm and hedge shall be provided prior to any land clearing activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

3. The remainder of the onsite landscaping shall comply with the Landscape Plan dated May 27, 2021.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated October 14, 2020 and the requirements of ULDC Section 50-030 *Outdoor Lighting*.

2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

3. Per ULDC Section 50-030(D) (5) “*Glare*”, open air parking lighting, with the exception of security lighting, shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated September 18, 2020.

G. ARCHITECTURAL

1. Architectural elevations shall comply with Design Development Scheme “A”, Sheet A-4 dated September 3, 2020.

H. SIGNAGE

The initial sign permit submittal shall include a master sign program detailing the location, number, colors and size of proposed signage within the Culver’s Restaurant development. The master sign program shall be used as model for all subsequent signage within Culver’s Restaurant development.

1. Per Sections 05-040 and 90-070 of the ULDC, Town permits for all project signs shall be obtained prior to building permit application.

2. All signs shall comply with the type, number, size and location standards of ULDC Section 90-040 (B).

I. UTILITIES AND SERVICES

1. A Developer’s Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town Council of the Town of Loxahatchee Groves for the provision of central potable water and wastewater service to the project prior to the issuance of the first building permit.

2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and the Town’s third-party hauler prior to issuance of the initial certificate of occupancy.

H. ULDC WAIVERS

Per Ordinance 2019-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "*Glare*"; and (2) ULDC Section 95-100(E) "*Wheelstops and curbing*".

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Agenda Item #5

TO: Town Council of Town of Loxahatchee Groves

FROM: James Fleischmann, Town Planning Consultant

VIA: James Titcomb, Town Manager

DATE: July 6, 2021

SUBJECT: Approval Ordinance No. 2021-06 Revising the ULDC Definition of “Height”

Background:

At the April 6, 2021, Town Council meeting while considering approval of the Lockhart Self-Storage Site Plan, there was a discussion of the definition of “Height”, as it occurs in Article 10 *Definitions, Abbreviations and Construction of Terms* Section 10-15 *Definitions* of the Town’s ULDC. The definition currently reads as follows:

“Height. For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip and gambrel roofs, and to the highest point of any non-roofed structure, provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation. Sign height is defined within Article 90, "Signs." For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the height calculation of structures placed on berms shall include the height of the berm”.

Staff was directed by Council to prepare an ordinance that more closely resembled that of Palm Beach County. Staff has prepared the following revised definition of “Height” in ordinance form based upon Council direction, as follows:

“Height. For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a



mansard roof, to the mean height level between eaves and ridge for gable, hip and gambrel roofs, and to the highest point of any non-roofed structure, ~~provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation.~~ Sign height is defined within Article 90, "Signs." ~~For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the~~ The height calculation of structures placed on berms shall include the height of the berm”.

Recommendations:

Staff recommends a motion to Approve Ordinance No. 2021-06 upon First Reading.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING ARTICLE 10 DEFINITIONS, ABBREVIATIONS AND CONSTRUCTION OF TERMS, SECTION 10-15 DEFINITIONS OF ITS UNIFIED LAND DEVELOPMENT CODE TO REVISE THE DEFINITION OF HEIGHT: PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes is authorized and empowered to adopt land development regulations within the Town; and

WHEREAS, the Town Council of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend Article 10, Section 10-15 Definitions, of its adopted Unified Land Development Code (“ULDC”); and

WHEREAS, the Town Council directed staff, at its April 6, 2021, meeting to revise the ULDC definition of “Height”, as worded in Section 2 herein; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

WHEREAS, the Town Council has conducted a public hearing for the amendment of Article 10 Section 10-15 Definitions; and

WHEREAS, the Town Council finds that the adoption of this ordinance to revise the definition of “Height” in ULDC Article 10 Section 10-15 Definitions is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners, and residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: That the Town Council of the Town of Loxahatchee Groves, hereby amends the definition of the term “Height” in Article 10 Section 10-15 Definitions of the ULDC to read as follows:

“Height. For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip, and gambrel roofs, and to the highest point of any non-roofed structure, ~~provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation.~~ Sign height is defined within Article 90, "Signs." ~~For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the height calculation of structures placed on berms shall include the height of the berm”.~~

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4: Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made part of the Unified Land Development Code of the town of Loxahatchee Groves, Florida, that

the sections of this ordinance may be renumbered, re-lettered, and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

Section 6: Effective Date. This ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __DAY OF _____, 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Margaret Herzog, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____ 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐

Phillis Maniglia, COUNCIL MEMBER

☐ ☐ ☐

Marg Herzog, COUNCIL MEMBER

☐ ☐ ☐

Marianne Miles, COUNCIL MEMBER

☐ ☐ ☐

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS TO LEGAL FORM:

Margaret Herzog, Council Member

Town Attorney

Phillis Maniglia, Council Member

Marianne Miles, Council Member



Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves
FROM: Elizabeth V. Lenihan, Town Attorney
VIA: James Titcomb, Town Manager
DATE: July 6, 2021
SUBJECT: Solid Waste Ordinance 2021-05

Background:

Staff has been addressing needed updates to the Solid Waste Collection Ordinance and Contract to re-organize and re-define the documents and the service provided. One of the major changes is to address residential and commercial service.

Currently, residential service includes solid waste cart service, recycling service, and 6 cubic yards of vegetative waste collection. Residential service is based on dwelling units, which is calculated by rooftops and is charged at \$450 per dwelling unit collected by the Town on the tax roll. Commercial service is currently solid waste service through cart or container and recycling service, charged at a series of different rates based on the level of collection. Commercial service rates are collected by the Contractor through billing.

Staff is proposing to redefine service to require either residential or commercial service on each property within the Town. Residential service would include, similar to now, solid waste service (one cart), recycling service, and 6 cubic yards of vegetative waste collection. Properties receiving residential service could obtain up to two residential service subscriptions and two additional carts through special services (total of up to 4 carts of solid waste, 12 cubic yards of vegetative waste, and recycling). Commercial service would be service for any property being used for a commercial purpose or desires to obtain service in excess of the residential service. Residential service is still proposed to be collected on the tax roll, while Commercial service and special services will be billed by the Contractor.

The Contractor and staff have also discussed a change to the rate structure and to the franchise fees. The proposed change to the residential service makes this service more limited and the franchise fee of 3% is proposed to continue for this service. There is a proposed change to raise rates and change the franchise fee to 25% for commercial service and to raise the franchise fee to



10% for all special services, including the two additional carts available to residential service customers.

Staff has just received the tax roll, which will be evaluated in setting the new rates. Staff is working with the Contractor, current tax roll and the currently served and potential commercial accounts to properly estimate the rates moving forward. Staff is proposing to prepare the appropriate property owner notifications related to the potential change in assessments for the residential service customers based on the information that is identified through this process.

Ordinance 2021-05 includes the changes outlined above and is presented for first reading. The Contract amendments will be brought forward following the second reading of the ordinance and will encompass these changes to the Ordinance as well as the rate calculations that Coastal and staff are working on.

Recommendations:

Staff recommends a motion that the Council approve Ordinance No. 2021-05 upon first reading.

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I, IN GENERAL, AND ARTICLE III, COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED, OF CHAPTER 38, SOLID WASTE, LOXAHATCHEE GROVES CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council believes it is necessary to modify its current regulations for the collection and disposal of solid waste; and

WHEREAS, the Town Council believes that the modifications will enhance the ability of the Town to ensure appropriate levels of service are provided and used within the Town; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby amends Article I, In General, of Chapter 38, Solid Waste, Loxahatchee Groves Code, as follows:

ARTICLE I. – IN GENERAL

Sec. 38-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Biomedical or Biohazardous Waste: As defined by F.S. § 403.703(2), as may be amended.

Biological Waste: As defined by F.S. § 403.703(3), as may be amended.

Bulk Waste: Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of

Bulk Waste: No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup.

Business Days: Monday through Saturday, except for holidays.

Cart: A curbside container meeting the town's specifications intended for collection via automated or semi-automated means supplied to residential collection service customers.

Collection: The process whereby solid waste, vegetative waste, recovered material, or recyclable material is gathered from within the service area and transported to a designated facility.

Commercial Collection Service: The collection of solid waste and any special services from property within the service area that is used for a commercial purpose or desires collection service that exceeds residential collection service. Such service includes collection from containers and compactors, but does not include roll-off collection service.

Compactor: Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and Demolition Debris (C&D): Materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Container: Any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the town manager, in writing.

Designated Facility: A disposal, processing, recovery, recycling or transfer facility, managed, permitted or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the Solid Waste Authority of Palm Beach County.

Franchisee: A person or entity that has entered into an agreement with the town to provide collection services within the service area.

Garbage: All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include vegetative waste or special waste.

Hazardous Waste: As identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States

Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.

Holiday: A designated holiday on which the franchisee shall not be required to provide collection service or to maintain office hours. At a minimum, the designation of holidays shall correspond to those days when the Solid Waste Authority Landfills are closed.

Household Hazardous Waste (HHW): As defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

Land Clearing: The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting vegetation that was removed without the aid of a mechanical device to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

Property: A plot as defined in Section 10-015 of the Town of Loxahatchee Groves Unified Land Development Code.

Pyrolysis: A process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:

- (a) Crude oil, diesel, gasoline, home heating oil, or another fuel;
- (b) Feedstocks;
- (c) Diesel and gasoline blendstocks;
- (d) Chemicals, waxes, or lubricants; or
- (e) Other raw materials or intermediate or final products.

Pyrolysis Facility: A facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.

Recovered Materials: Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered materials are not solid waste. Recovered materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile or rubber). Among other things, unsorted construction and demolition debris is not a recovered material.

Recyclable Materials (Recyclables): Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Recycling Cart: A container intended for recyclables collection with a ninety-six (96) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the franchisee's collection vehicles and containing not over two hundred fifty (250) pounds.

Recycling Container: A rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of recyclable materials.

Residential Collection Service: The collection of source separated recyclable materials, up to six cubic yards of vegetative waste, and one cart of all other solid waste at curbside or roadway, plus any residential special services, from property within the service area. Residential collection service shall be subscribed to by the owner or lessee of property within the service area on a per property basis. Each property utilizing residential collection service may be provided no more than two residential collection services (source separated recyclable materials, up to 12 cubic yards of vegetative waste, and two carts of all other solid waste) and two additional carts of solid waste as special services. Special services other than additional carts have no maximum.

Residue: The portion of the recyclable materials stream accepted by the franchisee that is not converted to recovered materials due to breakage and/or transportation or processing inefficiencies.

Roll-off Collection Service: The collection and disposal of roll-off containers within locations in the service area. Roll-off containers may be utilized for solid waste, vegetative waste, and/or C&D debris.

Service Area: The corporate limits of the Town of Loxahatchee Groves, Florida.

Sludge: A solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

Solid Waste: As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Includes bulk waste, garbage, rubbish, refuse, trash, vegetative waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations; and shall not include special waste or recovered materials.

Source Separated: Recyclable materials that are separated from solid waste at the location where the recyclable materials and solid waste are generated. The term does not require that various types of recyclable materials be separated from each other, and recognizes de minimis solid waste (less than 10 percent by volume or weight) may be included in the recyclable materials. Recyclable materials deposited in combination with more than 10 percent solid waste

by volume or weight at the location where the recyclable materials and solid waste are generated are not source separated and are solid waste.

Special Services: Any services requested or required by the customer which are in addition to or a change in residential or commercial collection service, as applicable.

Special Waste: Wastes that may require special handling and management, including but not limited to, biohazardous waste, biological waste, hazardous waste, lead-acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, sludge, dead animals, livestock waste, and septic tank waste. Special waste may also include items determined by the town manager to be reasonably unmanageable.

Town Manager: The Town Manager for the Town of Loxahatchee Groves, Florida, or his or her designee.

Trash: All refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of households, stores, offices and other business places, but shall not include vegetative waste.

Vegetative Waste: Any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards, but shall not include land clearing.

Sec. 38-42. - Solid waste collection fees; billing; payment; enforcement.

- (a) The town shall have the power to create, install, improve, maintain and fund any and all costs associated with establishing and operating a system of providing a ~~solid waste~~ collection services program (solid waste collection program) for residential and/or commercial collection service to the property owners, residents and citizens of the town. The recipients of the town's solid waste collection program will enjoy protection and enhancement of public health and safety by the provision of reliable and effective service to persons who own or use such property, and enrichment of property value and minimization of potential liability attendant with the use of the assessed property.
- (b) Fees for ~~trash service~~ the solid waste collection program, including costs for collection, and administration fees necessary to provide the solid waste collection ~~services program, as shall be established by the town council, shall be collected by the town for the trash solid waste collection service program within the town.~~ Fees for the solid waste collection program, or any portion thereof, may be collected as a special assessment levied and collected by the town, or billed and collected by the town or solid waste collection franchisee. The town may

also provide, by agreement, for the billing and collection of the town's fee for ~~trash~~ the solid waste collection service program, or any portion thereof, by another governmental entity. The town may provide for the inclusion of such administrative fees to fund the billing and collection of the charges for solid waste collection ~~service program~~ in any bill sent or special assessment levied to property owners within the town.

(c) Any ~~residential property owner or lessee, apartment owner or owner operator of a commercial establishment~~ who shall fail to make appropriate payment for ~~trash~~ the solid waste collection service program shall have his ~~trash solid waste collection program~~ service terminated. Any ~~residential property owner or lessee, apartment owner or owner operator of a commercial establishment~~ whose ~~trash solid waste collection program~~ service shall be so terminated shall be deemed in violation of this chapter and upon conviction of such violation shall be punished as provided by in Chapter 14 of this Code.

(ed) If a property owner fails to pay for ~~garbage solid waste~~ garbage solid waste collection services, or to adequately provide for ~~garbage solid waste~~ garbage solid waste collection services in accordance with this chapter, the town shall have the right to enter upon the premises, remove garbage, trash or ~~construction other~~ waste and charge the owner the cost to the town for such services. Billing for collection shall be on a per pickup basis. The town shall forward to the owner at his last-known address a copy of the charges for such collection, including any delinquency charges, and, if same is not paid within 30 days after such notice is mailed, the same shall be and constitutes a lien upon the property in question.

(de) The town attorney may institute foreclosure proceedings to foreclose any lien imposed pursuant to ~~subsection (b) of this section~~. The owner of the property against which the lien exists shall be liable to the town for a reasonable attorney's fee to compensate its attorney for services in collecting the amounts due on said lien, together with all costs occasioned in foreclosing said lien, and the same shall be decreed to be a lien upon the lands described and shall be collected at the time and in the manner provided for the collection of the amount evidenced by said lien. The decree rendered in such case for the enforcement and collection and the amount due thereunder shall determine the principal, interest, costs, and attorneys' fee to be chargeable against each property so encumbered, which amounts shall constitute a lien against the property described. In foreclosing such liens, the town may pursue and follow any recognized process to enforce liens and any number of assessment liens against the same owner or occupant may be foreclosed in one proceeding.

(ef) The lien in favor of the town upon the property for all unpaid services, interest, attorneys' fees, and court costs shall have priority over all other liens and encumbrances, except state,

county, and municipal taxes, and shall be on parity with the lien of such state, county, and municipal taxes.

Sec. 38.3. Solid waste collection special assessments shall constitute a lien on improved real property.

All solid waste collection special assessments imposed against the owners of assessed units pursuant to this chapter shall constitute, and are hereby imposed as, liens against such real property as of January 1 of each year or as soon thereafter as the certified roll is received by the tax collector. Until fully paid and discharged or barred by law, the solid waste collection special assessments shall remain liens equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If any solid waste collection special assessment liens become delinquent by not being fully paid by April 1 following the year in which they are assessed, or immediately after 60 days have expired from the mailing of the original notice set forth by the uniform method, whichever is later, and remain delinquent, such liens shall be enforced by the tax collector in the same manner as any other special assessment lien of the Town.

Section 3. The Town of Loxahatchee Groves hereby amends Article III, Collection of Waste; Franchises and Registration of Contractors Authorized, of Chapter 38, Solid Waste, Loxahatchee Groves Code, as follows:

ARTICLE III. COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED

Sec. 38-54. Reserved. ~~Definitions.~~

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~**Biomedical or Biohazardous Waste:** As defined by F.S. § 403.703(2), as may be amended.~~

~~**Biological Waste:** As defined by F.S. § 403.703(3), as may be amended.~~

~~**Bulk Waste:** Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of Bulk Waste. No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup. The term "Bulk Waste" may be used interchangeably with the term "Bulk Trash."~~

~~Business Days:~~ shall mean Monday through Saturday, except for Holidays.

~~Cart:~~ shall mean a curbside container meeting the Town's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.

~~Collection:~~ The process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

~~Commercial Recycling Collection Service:~~ shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.

~~Commercial Solid Waste:~~ shall include Solid Waste that is not Residential Solid Waste.

~~Commercial Solid Waste Collection Service:~~ shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services

~~Compactor:~~ Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

~~Construction and Demolition Debris (C&D):~~ Materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

~~Container~~ shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Town Manager, in writing.

~~Contractor:~~ A person or entity that has entered into an Agreement with the Town to provide solid waste and recycling collection services for the Town.

~~Dwelling Unit:~~ Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit and as further described in Town Code.

~~Garbage:~~ All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.

~~**Hazardous Waste:** A hazardous waste as identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.~~

~~**Household Hazardous Waste (HHW):** Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.~~

~~**Land Clearing:** The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.~~

~~**Pyrolysis:** means a process through which post use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:~~

- ~~(a) Crude oil, diesel, gasoline, home heating oil, or another fuel.~~
- ~~(b) Feedstocks.~~
- ~~(c) Diesel and gasoline blendstocks.~~
- ~~(d) Chemicals, waxes, or lubricants.~~
- ~~(e) Other raw materials or intermediate or final products.~~

~~**Pyrolysis Facility:** means a facility that receives, separates, stores, and converts post use polymers, using gasification or pyrolysis.~~

~~**Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile or rubber). Among other things, unsorted Construction and Demolition Debris is not a Recovered Material.~~

~~**Recyclable Materials (Recyclables):** Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.~~

Recycling Cart: A Container intended for Recyclables collection with a ninety-six (96) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles and containing not over two hundred fifty (250) pounds.

Recycling Container: shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.

Residential Recycling Collection Service: The collection of Recovered Materials by the Town or its Contractor from all Dwelling Units in the Service Area that also receive Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Town, and the delivery of those Recovered Materials to an Authority Recovered Materials Processing Facility or designated Authority transfer station.

Residential Solid Waste Collection Service: The collection of Residential Solid Waste and Vegetative Waste for all Dwelling Units from which Garbage is collected at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.

Residential User: A person, including, but not limited to, owners, lessees, and sublessees utilizing a building, a portion thereof, specifically designed for and used for occupancy of that person.

Residue: The portion of the Recyclable Materials stream accepted by the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or processing inefficiencies.

Roll-off Collection Service: The Collection of C&D only roll off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites.

Service Area: The corporate limits of the Town of Loxahatchee Groves, Florida.

Sludge: A solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

Solid Waste: As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations.

~~Solid Waste Authority Disposal Facility:~~ A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the Authority.

~~Source Separated:~~ Recovered Materials that are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term “various types of Recovered Materials” means metals, paper, glass, plastic, textiles and rubber.

~~Special Services:~~ Any services requested or required by the customer which are in addition to or a change in, Residential Solid Waste Collection Service or Residential Recycling Collection Service.

~~Special Waste:~~ Special Waste refers to wastes that can require special handling and management, including but not limited to, Biohazardous Waste, Biological Waste, Hazardous Waste, lead-acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste. Special Waste may also include items determined by the Town Manager to be reasonably unmanageable.

~~Trash~~ shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

~~Vegetative Waste~~ shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as Vegetative Waste and any section must not be more than 8 feet in length or 50 pounds in weight.

~~Sec. 38-55. Franchise for collection of solid waste and residential recycling collection service.~~

- (a) The town may enter into an exclusive franchise for the collection services, which may include any or all of the collection of solid waste, bulk waste, vegetative waste, C&D

debris and/or residential recyclable materials of Solid Waste and Residential Recyclable Materials from all locations in the town to the extent not prohibited by state law or may enter into any number of franchises that the town determines is in the best interest of the town.

- (b) In the event that the town grants an exclusive franchise, or any number of franchises, all collection within the town shall be performed by the franchisee(s). ~~contract, or a Solid Waste or Recyclable Materials collection entity is not granted a franchise by the Town and has existing contracts within the Town, then only existing contracts as of June 5, 2018, for Solid Waste Collection Services and Residential and Recyclable Materials Collection Services are exempt until such time as the contract expires at which time the customer/property owner must use a solid waste collection entity that is franchised by the Town.~~
- (c) The town council may require businesses performing ~~Solid Waste collection, disposal, and recycling~~ services within the town to pay a franchise fee to the town, in an amount determined by the town council, for the privilege of conducting and operating ~~solid waste collection, disposal, and recycling~~ services on the public streets, roads, alleys, and other thoroughfares of the town. The franchise fee, ~~as indicated below,~~ shall be based on a percentage of the amount charged for ~~solid waste collection, services~~ that is described in a franchise agreement between the town and ~~franchisee a contractor.~~ Any franchise fee required by the town council shall be paid to the town in a manner and an amount as set forth in a franchise agreement with the franchisee ~~contractor.~~

Sec. 38-56. Collection to be by town or franchisee.

- (a) ~~Each residential~~ The owner or lessee of each property within the town, ~~each apartment owner and each owner-operator of a non-residential use~~ shall subscribe to residential or adequate commercial a regularly scheduled solid waste collection service or Recyclable Materials Collection service as may be provided either by the town or the town's franchisee ~~by such private individual or concern as may be franchised by the Town,~~ except as may be exempted by town ordinance or state law. Separate service is required for each property. The levels of necessary service shall be determined based upon the use of the property. Any collection services in addition to regularly scheduled collection services shall be scheduled through the town or the town's franchisee. Verification of adequate ~~Solid Waste and Recyclable~~ collection services must be provided to the town upon the town's request. Determination of adequacy of service is in the sole discretion of the town.
- (b) It is unlawful for any ~~No~~ individual, corporation or other entity ~~will be permitted to perform collection services Solid Waste or Recyclable Materials within the Town either on a regularly scheduled basis or, alternatively, on a non-scheduled short-term, or temporary, basis~~ unless such individual, corporation or other entity is properly franchised by the town, except as may be required or exempt by state law or town ordinance.

Sec. 38.57. ~~Reserved. Solid waste collection special assessments shall constitute a lien on improved real property.~~

~~All solid waste collection special assessments imposed against the owners of assessed units pursuant to this chapter shall constitute, and are hereby imposed as, liens against such real property as of January 1 of each year or as soon thereafter as the certified roll is received by the tax collector. Until fully paid and discharged or barred by law, the solid waste collection special assessments shall remain liens equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If any solid waste collection special assessment liens become delinquent by not being fully paid by April 1 following the year in which they are assessed, or immediately after 60 days have expired from the mailing of the original notice set forth by the uniform method, whichever is later, and remain delinquent, such liens shall be enforced by the tax collector in the same manner as any other special assessment lien of the Town.~~

Sec. 38.58. Containers required.

Each ~~dwelling unit~~ property within the town shall be required to have a town approved garbage container for either residential or commercial collection service. It shall be unlawful within the town for any person to place any solid waste or ~~vegetative waste~~ recyclable materials out for collection unless such solid waste or ~~vegetative waste~~ recyclable material is in a container, if such container is required and approved by the town council. A garbage can may not be used if a container has been required and approved by town council.

Sec. 38.59 Precollection procedures generally.

- (a) The placement of ~~garbage~~ solid waste, vegetative waste, or recyclable materials in a loose and uncontained manner on the roadside, swale, other locations adjacent to the roadway, or in dumpster enclosures shall be strictly prohibited.
- (b) No person shall place for curbside collection any ~~garbage, bulk~~ solid waste, bulk waste, vegetative waste, or recyclable materials upon any property other than in the swale or area adjacent to and directly in front of the same property from which the ~~garbage, bulk~~ solid waste, bulk waste, vegetative waste, or recyclable materials was generated or accumulated, unless a predetermined location has been approved by the town and the town's franchisee ~~Contractor~~.
- (c) All ~~garbage~~ containers, when placed for curbside collection, shall be at ground level, not within the roadway, and immediately accessible to collection crews.
- (d) No person shall place any ~~garbage~~ containers, or any accumulation of ~~garbage, bulk~~ solid waste, bulk waste, or vegetative waste, or recyclable materials upon private property in any part of a front yard or a side yard abutting a right-of-way except during the day scheduled for collection or the day immediately preceding the day

scheduled for collection, as provided herein. No person shall place any ~~garbage~~ containers, or any accumulation of ~~garbage, solid waste, bulk waste, or vegetative waste, or recyclable materials~~ in any portion of a roadway or right-of-way. No person in possession of real property shall allow any ~~garbage~~ containers or roll-out cart, or any accumulation of ~~garbage, bulk solid waste, bulk waste, or vegetative waste, or recyclable materials~~ to remain in any portion of a roadway or right-of-way abutting his/her property to the centerline of the roadway or right-of-way, or in any part of the front yard or side yard abutting the roadway or right-of-way, except during the day scheduled for collection or during the day immediately preceding the day scheduled for collection.

- (e) Private roads shall be fully accessible to the town's ~~contractor~~ franchisee and equipment in order for collections to be made by the town's ~~Contractor~~ franchisee without delay.
- (f) ~~Unacceptable materials~~ Special waste shall be stored and properly disposed of by the person responsible for their generation or accumulation.
- (g) ~~Hazardous wastes shall be stored and properly disposed of by the person responsible for their generation or accumulation.~~

Sec. 38.60. Hours when waste and materials ~~garbage, etc.,~~ may be placed out for collection.

It shall be unlawful within the town for any person to place any solid waste or recyclable materials adjacent to the public road used for access to the property any earlier than 6:00 p.m. on the day before the scheduled ~~solid waste~~ collection day applicable to such person's property. It shall be unlawful within the town for any person to fail to remove from the public roadway used for access to the property or adjacent to such public roadway any container within 24 hours of the day following the scheduled ~~Solid Waste or Recyclable Materials~~ collection day applicable to such person's property. All solid waste, bulk waste, Bulk, Vegetation vegetative waste, and recyclable materials must be placed out for pick up no later than 7:00 a.m. on the day of collection service.

Sec. 38.61. Construction and demolition debris.

- (a) Collection of construction and demolition debris may be made part of the town's ~~exclusive~~ franchise agreement for solid waste collection.
- (b) Construction and demolition debris originating prior to, during, or subsequent to the construction of new buildings, alterations or additions to existing buildings of whatsoever type or from demolition of existing structures will not be collected under the town's residential collection service, unless due to minor homeowner repairs.

- (c) Construction and demolition debris resulting from minor homeowner repairs (residential do-it-yourself projects) which meet the requirements for ~~trash~~ solid waste collection must be bundled, bagged or boxed and will be collected at curbside as part of the regular residential solid waste collection service. Discarded lumber pieces must be no longer than four (4) feet without nails.
- (d) Larger materials and volumes may be picked up by special request at an additional charge from the franchisee ~~contractor~~.

Sec. 38.62. Registration of recovered material dealers.

- (a) A recovered materials dealer or pyrolysis facility must register with the town before engaging in business within the service area ~~jurisdiction of the local government~~. Such registration process is limited to requiring the dealer or pyrolysis facility to:
- (1) register its name, including the owner or operator of the dealer or pyrolysis facility, and, if the dealer or pyrolysis facility is a business entity, its general or limited partners, its corporate officers and directors;
 - (2) its permanent place of business;
 - (3) evidence of its certification under Section 403.7046, Florida Statutes; and;
 - (4) a certification that the recovered materials or post-use polymers will be processed at a recovered materials processing facility or pyrolysis facility satisfying the requirements of Section 403.7046.
- (b) The town shall charge the dealer or pyrolysis facility a registration fee commensurate with and no greater than the cost incurred by the town ~~local government~~ in operating its registration program, as established by resolution by the town council. Registration program costs are limited to those costs associated with the activities described in this article ~~ordinance~~.
- (c) The town's reporting or registration process with regard to recovered materials or post-use polymers is governed by Section 403.7046 and rules of the Florida Department of Environmental Protection or any successor agency performing a like function, adopted pursuant to Section 403.7046.
- (d) Only recovered materials dealers or pyrolysis facilities that have properly registered with the town may collect recovered materials from properties within the service area.
- (e) Recovered materials dealers and pyrolysis facilities located within the town may only receive recovered materials if they are properly registered with the town.
- (f) Nothing in this section authorizes recovered materials dealers or pyrolysis facilities from collecting or receiving any materials other than recovered materials.
- (g) The town may temporarily or permanently revoke the authority of a recovered materials dealer to do business within the town. If the town ~~believes~~ alleges that the recovered

materials dealer finds the recovered materials dealer has consistently and repeatedly violated state or local laws, rules, regulations, and the town's ordinances, it shall notice the recovered materials dealer of the charges and schedule a hearing before the town's special magistrate using the notice and hearing process of Chapter 162, Florida Statutes.

Sec. 38.63. Recycling program.

- (a) ~~Residential collection.~~ Recyclable materials must be source separated for collection. Collection of recyclable materials is part of residential collection service. Collection of recyclable materials is available for commercial collection service as a special service and is not curbside.
- (1) ~~Paper Goods.~~ Paper goods placed out for collection as recyclable materials shall be segregated from all other solid waste and recyclable materials. ~~by all residential units not using containerized refuse service. It shall be in a container provided by the town's Contractors and placed out for collection according to a scheduled day established by the town along with all other solid waste or next to the container or Garbage Can used by such solid waste customers. Recyclable materials shall not be placed in plastic bags, and adequate precaution shall be made to prevent newspapers from being scattered by the elements.~~
- (2) ~~Clear glass, plastic and aluminum cans.~~ All clear glass, plastic and aluminum cans placed out for collection as recyclable materials shall be segregated from all other solid waste and recyclable materials. ~~placed in the container provided for by the contractor of the town and placed out for collection according to a scheduled day established by the town along with all other solid waste or next to the container or Garbage Can used by solid waste customers. No other waste besides clear glass, plastic and aluminum cans shall be placed in the container that is provided for by the town.~~
- (b) All recyclable materials placed out for collection shall be in the recycling cart or recycling container provided by the town or the franchisee and placed out for collection for the scheduled day of collection in accordance with the provisions of this article.
- (c) Recyclable materials shall not be placed in plastic bags and adequate precaution shall be made to prevent recyclable materials from being scattered by the elements.
- (b) ~~c~~ Unauthorized collection. It shall be a violation of this section for any person not authorized by the town to collect or remove any recyclable materials as provided for above which has been specifically placed for collection in any recycling container in any residential area of the town.

Sec. 38.64. Vegetative waste.

(a) Vegetative waste shall be collected from residential collection service customers areas as set forth in the franchise agreement between the town and its franchisee contractor and as approved by the town manager-Contract Administrator. Vegetative waste shall be placed adjacent to the pavement or travel way of the road.

(b) Community piles.

(1) Residential collection service customers may apply to the town annually for collection of vegetative waste by community pile to be used by more than one property.

- a. Applications must include each property that will participate in the community pile and be signed by the residential collection service customer for each property.
- b. Applications must demonstrate a need for community pile based on limitations in access, logistical issues, or safety concerns; and include the proposed location for the community pile.

(2) Applications for community piles, and the location thereof, may be approved by the town manager, in his or her sole discretion, with input from the franchisee.

(3) The town manager, in his or her sole discretion, may authorize community piles without application of the property owners for the benefit of the community.

(4) Community piles do not grant residential collection service customers additional vegetative waste capacity. Additional vegetative waste placed in community piles will be charged by the franchisee on a per cubic yard basis in equal amounts to each of the properties participating in the community pile.

(5) Commercial collection service customers are not eligible for community piles.

(6) Community piles will follow the same pre-collection and collection rules and schedules as all other vegetative waste collection set forth in this article.

(7) The town manager, in his or her sole discretion, may alter or terminate authorization for or location of a community at any time in the best interests of the town.

(c) No more than six cubic yards of vegetative waste shall be placed out for pickup at a time for each residential collection service subscribed to at that property.

(d) All ~~items~~ vegetative waste other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative Waste, except palm fronds and Christmas trees, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as Vegetative Waste and any section must not be more than 8 feet in length or 50 pounds in weight.

- (e) In the event of a dispute between the franchisee ~~contractor~~ and a customer as to what constitutes vegetative waste, the situation will be reviewed and decided by the town manager, whose decision shall be final.
- (b) Vegetative waste may not be placed adjacent to the pavement or travel way of the road at time periods or at locations outside of those allowed by this article. In the event this occurs, the town's franchisee ~~contractor~~ may collect the vegetative waste at any time upon request from the customer and charge the customer a fee as set forth in the franchise agreement ~~with the contractor if requested by the customer~~.

Sec. 38.65. Bulk waste ~~trash~~.

- (a) It shall be unlawful for any person to leave outside any building in a place accessible to children any appliance, refrigerator or container with any doors, lids or closures of any type in place. This prohibition shall not apply to any appliance, refrigerator or container at a commercial establishment which has been placed on or adjacent to the rear of the building and is crated, strapped or locked to an extent that it is impossible for a child to obtain access to any compartment thereof.
- (b) If bulk waste ~~trash~~ is placed adjacent to the pavement or travel way of the street/alley at time periods or at locations outside of those allowed by this article, the town's franchisee ~~contractor~~ may collect the bulk waste ~~trash~~ at any time upon request from the customer and charge the customer a fee as set forth in the franchise agreement ~~with the contractor if requested by the customer~~.
- (c) Bulk waste will be collected by the franchisee in accordance with the franchise agreement, and may be collected as part of the residential or commercial collection service or as special services.

Sec. 38.66. Interim rates for new structures.

The town shall have the ability to charge property owners, who receive a certificate of occupancy after the ~~solid waste~~ collection services non ad-valorem assessment roll has been provided to the Tax Collector, on a pro-rata basis, as part of the fee for the granting of the certificate of occupancy or final permit.

Sec. 38.67. Community piles.

~~The town may provide for the establishment of vegetative piles that may be used by more than one property owner for residential vegetative waste as approved by the town manager and its Contractor.~~

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARYANN MILES, COUNCIL MEMBER	☐	☐	
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
____ DAY OF _____, 2021.**

Council Member _____ offered the foregoing ordinance. Council Member
_____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARYANN MILES, COUNCIL MEMBER	☐	☐	
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakesha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



Agenda Item # 7

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: RESOLUTION NO. 2021-32 establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for FY 2021-2022

Background:

Truth-in-Millage (TRIM) rates are due to the Palm Beach County Property Appraiser's office by July 23rd though the office requests the rates earlier to facilitate preparation of TRIM notices which will be sent out by their office no later than August 19th. The accompanying Resolution 2021-32 specifies the preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services to be included on the annual TRIM notice for all taxable property within the Town of Loxahatchee Groves.

The proposed rate of \$450 per unit is set at the same rate at the same rate as in FY 2020-2021 and the 3 preceding fiscal years as we continue to develop the new ordinance and related contract amendments, including changes in the franchise fees for special services and commercial as well as rebalancing residential and commercial rates. The fiscal impact of these changes will be presented to Council at its budget workshops. The Council may adopt final rates at or below the preliminary TRIM rates.

Following the second reading of the ordinance and approval of related contract changes, the Town will be required to send notices in accordance with statutory requirements to all affected property owners on the change and the residential assessment rate will be reduced at the final adoption. The Town's final non-ad valorem assessment rate for Solid Waste Collection and Recycling Services will be adopted following the required public hearing in September currently scheduled for September 8th.

Recommendations:

Staff recommends approval of the Resolution No. 2021-32 establishing the Town's preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services for the fiscal



year beginning October 1, 2021 proposed at \$450/unit for residential curbside service (the same rate as for FY 2021, the current year)

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Town of Loxahatchee Groves Ordinance No. 2008-05, entitled “Special Assessments,” adopted on July 1, 2008, provides for the home rule authority of the Town Council to levy and collect special assessments; and

WHEREAS, Ordinance 2008-05, authorizes the Town to “create, install, improve, maintain and fund any and all costs associated with the Town establishing and operating a Town system of providing a solid waste collection services program (Solid Waste Collection Program) for residential and/or commercial service to the property owners, residents and citizens of the Town,” and provides findings of special benefit to real property as a result of such services; and

WHEREAS, the Town has in place a Collection Agreement, pursuant to which the Town provides Solid Waste Collection Services to, among others, all residential properties that receive residential solid waste collection services within the Town; and

WHEREAS, the Town believes it is in the best interests of the residents and residential property owners to collect funds for the costs of the Town’s Solid Waste Collection Services to all residential dwelling units that receive Solid Waste Collection Services provided by the Town, through its Collection Agreement, through the levy and collection of a special assessment, as

such will permit the payment for the services on an annual basis along with property taxes and other special assessments and reduce the costs of the Solid Waste Collection Program to the Town; and

WHEREAS, the Town's Collection Agreement with Contractor provides for the levy and collection of a Solid Waste Collection Services Special Assessment by the Town, and remittance of payment to Contractor; and

WHEREAS, Solid Waste Collection Services provided by the Town through its Collection Agreement as defined hereinafter provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; and

WHEREAS, Town staff has reviewed the budget for Solid Waste Collection Services for residential dwelling units that receive residential Solid Waste Collection Services provided by the Town through the Collection Agreement to ensure that the Solid Waste Collection Services Special Assessment meets the legal requirements for special benefit and fair apportionment; and

WHEREAS, the Town Council determines that it is fair and equitable to levy and collect a non-ad valorem special assessment to fund the Solid Waste Collection Services provided by the Town through its Collection Agreement, consistent with the methodology and allocation as provided hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the Town Council and incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Ordinance No. 2008-05 (the "Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE. This Resolution constitutes the Preliminary Assessment Resolution which initiates the process for developing the annual Assessment Roll and directs the imposition of a Solid Waste Collection Services Assessment as described hereinafter, for the Fiscal Year beginning October 1, 2021. Its purpose is to provide procedures and standards for the imposition of a Solid Waste Collection Services Assessment for all Dwelling Units that receive solid waste collection services within the Town under the general home rule powers of a municipality to impose special assessments, and to authorize a procedure for the funding of Solid Waste Collection Services for these residential properties, facilities, or programs providing special benefits to Assessed Properties within the Town.

SECTION 4. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Assessed Property" means all Residential Property that receive a special benefit from the delivery by the Town of the Solid Waste Collection Services, programs or facilities described herein.

"Assessment Coordinator" means the Town Manager or such other person designated by the Town Council to administer the Town's Solid Waste Collection Services, facility, or program, or such person's designee.

"Assessment Roll" means the special assessment roll relating to the residential Solid Waste Collection Services Assessment approved herein, or an Annual Rate Resolution pursuant to the Final Resolution.

“Billing Unit” means each Dwelling Unit receiving residential Solid Waste Collection Services.

"Cost Apportionment" means the apportionment of the residential Solid Waste Collection Services Assessed Cost among all Residential Properties that receive residential Solid Waste Collection Services pursuant to the apportionment methodology described in Section 8 of this Preliminary Assessment Resolution.

“Dwelling Unit” means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of mobile homes, travel trailers, or the like for residential purposes, with each mobile home, travel trailer, or the like used for residential purposes being a single Dwelling Unit.

"Estimated Solid Waste Collection Services Assessment Rate Schedule" means that rate schedule attached hereto as Appendix “A” and hereby incorporated herein by reference, specifying the Solid Waste Collection Services Assessed Costs determined in Section 9 of this Preliminary Assessment Resolution and the estimated Solid Waste Collection Services Assessments established in Section 9 of this Preliminary Assessment Resolution.

“Improvement Codes” mean the building use codes (also known as DOR codes) assigned by the Property Appraiser to Tax Parcels within the Town.

"Residential Property" means those Tax Parcels with a Code Description designated as Single-Family "Residential" within the Improvement Codes and those otherwise designated as “Residential” within the Improvement Codes that receive residential Solid Waste Collection Services by the Town through the Collection Agreement.

“Solid Waste Collection Services” shall mean the collection of solid waste as described in Section 109 of Town Ordinance 2008-05, and as provided pursuant to the Collection Agreement with Contractor.

“Solid Waste Collection Services Assessment” means a special assessment lawfully imposed by the Town against Assessed Property to fund all or any portion of the cost for Town’s Solid Waste Collection Services for residential properties, facilities, or programs providing a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property. Solid Waste Collection Services funded by this Solid Waste Collection Services Assessment include those services provided pursuant to the Town’s Collection Agreement for residential Solid Waste Collection Services.

“Solid Waste Collection Services Cost” means the amount necessary in any Calendar Year to fund the provision of the Town’s Solid Waste Collection Services for residential properties, facilities, or programs that provide a special benefit to Assessable Property, through the Collection Agreement. In addition, Solid Waste Collection Services Cost shall include all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Collection Services Assessment, including costs for providing required notice, legal and management staff costs, any service charges of the Tax Collector or Property Appraiser, and amounts necessary to off-set discounts received for early payment of Solid Waste Collection Services Assessments pursuant to the Uniform Assessment Collection Act.

“Tax Collector” shall mean the Tax Collector of Palm Beach County.

“Tax Parcel” means a parcel of property located within the Town to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“Uniform Assessment Collection Act” means Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any successor statutes authorizing the collection of non-ad valorem special assessments on the same bill as ad valorem taxes, and any regulations pertaining thereto.

SECTION 5. PROVISION AND FUNDING OF SOLID WASTE COLLECTION SERVICES.

(A) Upon the imposition of the Solid Waste Collection Services Assessment for Solid Waste Collection Services for residential properties, facilities, or programs against Assessed Property located within the Town, the Town shall provide Solid Waste Collection Services to such Assessed Property through the Collection Agreement. The cost to provide such Solid Waste Collection Services, facilities, or programs to residential properties, as described herein, shall be funded in whole or in part from proceeds of the Solid Waste Collection Services Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of Solid Waste Collection Services for properties, facilities, and programs in an amount not less than the Solid Waste Collection Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

SECTION 6. IMPOSITION AND COMPUTATION OF SOLID WASTE COLLECTION SERVICES ASSESSMENTS. Solid Waste Collection Services Assessments shall be imposed against all Residential Property Dwelling Units that receive residential Solid Waste Collection Services, as provided herein. The Cost Apportionment described herein is approved and adopted as the methodology to impose and compute the Solid Waste Collection Services Assessment.

SECTION 7. LEGISLATIVE DETERMINATIONS OF AUTHORITY, SPECIAL

BENEFIT AND FAIR APPORTIONMENT. The Town Council adopts the following legislative findings relating to the Solid Waste Collection Services special assessment:

AUTHORITY

7.1 Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Town Council has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of Town ordinances or resolutions.

7.2 The Town Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Town Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Solid Waste Collection Services, facilities or programs.

7.3 Section 403.706(1), Florida Statutes, provides that the Town is responsible to collect and transport solid waste from within its boundaries to a solid waste disposal facility.

7.4 To fulfill its obligations, the Town entered into a Collection Agreement with a Contractor for the collection and transport of solid waste from residential properties that receive residential solid waste collection services within the Town.

SPECIAL BENEFIT

7.5 The Town provides Solid Waste Collection Services to the Assessed Properties through its Collection Agreement. All Assessed Properties receive residential Solid Waste

Collection Services, and therefore are required to receive the Town's Solid Waste Collection Services through the Town's Collection Agreement.

7.6 The special benefit provided to the Assessed Properties as a result of the provision of Solid Waste Collection Services by the Town through its Collection Agreement, and as a result of the Solid Waste Collection Services Assessment include, by way of example and not limitation, the availability and use of Solid Waste Collection Services by the owners and occupants of the Assessed Properties, the enhancement of environmentally responsible use and enjoyment of developed residential properties in the Town, the protection of public health and safety, ensuring sanitary collection and disposal of solid waste from Dwelling Units on Residential Property in the Town, a potential increase in value to property, and better service to landowners and tenants.

7.7 The Town's provision of Solid Waste Collection Services through its Collection Agreement possesses a logical relationship to the use and enjoyment of the Assessed Properties by:

7.7.1 protecting and potentially increasing the value of the Dwelling Units on Residential Property by providing solid waste services;

7.7.2 enhancing the environmentally responsible use of residential land in the Town;

7.7.3 protecting the health of intended occupants in the use and enjoyment of Dwelling Units on Residential Property by ensuring the proper collection and disposal of solid waste from the Assessed Properties;

7.8 Commercial properties, and multi-family residential properties in the Town that receive commercial solid waste collection services are not specially benefited by the Town's Solid Waste Collection Services funded by the Solid Waste Collection Special Assessment in

that those properties receive volume-based solid waste collection services. Commercial properties and multi-family residential properties in the Town that do not receive residential solid waste collection services are not benefited by the provision of the residential Solid Waste Collection Services provided by the Town through its Collection Agreement. Therefore, it is fair and reasonable not to levy a special assessment for the funding of residential solid waste collection services upon those properties. The cost of services provided to properties that are not assessed shall not be paid by any funds collected pursuant to the Town's Solid Waste Collection Special Assessment.

IMPOSITION AND COLLECTION

7.9 The Solid Waste Collection Services Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

7.10 The Solid Waste Collection Services Assessment imposed pursuant to this Resolution is imposed by the Town of Loxahatchee Groves' Town Council, not the Palm Beach County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed as ministerial.

7.11 So long as the Solid Waste Special Assessment is levied, the Assessed Properties will not be billed directly by the Town for the Solid Waste Collection Services they receive from the Town through the Collection Agreement.

APPORTIONMENT

7.12 The size or the value of the Residential Property does not determine the scope of the required solid waste services. The potential demand for Solid Waste Collection Services is

driven by the existence of a Dwelling Unit.

7.13 Apportioning the Solid Waste Assessed Costs for Solid Waste Collection Services attributable to Residential Property on a per Dwelling Unit basis (Billing Units) avoids cost inefficiency and unnecessary administration and is a fair and reasonable method.

7.14 Because commercial properties, and multi-family residential properties that receive commercial solid waste collection services, do not benefit from the provision of Solid Waste Collection Services by the Town through the Collection Agreement, the Solid Waste Collection Services Assessed Costs are not apportioned to those properties.

SECTION 8. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES. The Collection Agreement provides for an annual charge for the Solid Waste Collection Services provided by the Town through its Collection Agreement. The Solid Waste Collection Services Costs include other costs associated with the Solid Waste Collection Special Assessment, which are then allocated to the Assessed Properties in addition to the annual charge in the Collection Agreement to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Dwelling Units on such Tax Parcel. For the Fiscal Year commencing October 1, 2021, the annual charge per Dwelling Unit (Billing Units) in the Town is \$450.00.

SECTION 9. DETERMINATION OF SOLID WASTE COLLECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL SOLID WASTE COLLECTION ASSESSMENT RATES.

(A) The Solid Waste Collection Service Assessed Costs to be assessed and apportioned among Assessed Properties pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2021, is the amount determined in the manner described in Section 8 above, and within the Estimated Solid Waste Collection Services Assessment Rate Schedule, attached hereto as

Appendix A. The approval of the Estimated Solid Waste Collection Services Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Collection Services Assessed Costs.

(B) The estimated Solid Waste Collection Services Assessments specified in the Estimated Solid Waste Collection Services Assessment Rate Schedule are hereby established to fund the Solid Waste Collection Services Assessed Costs determined to be assessed in the Fiscal Year beginning October 1, 2021.

(C) The estimated Solid Waste Collection Services Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Assessment Roll for the Fiscal Year beginning October 1, 2021, as provided in Section 10 of this Preliminary Assessment Resolution.

SECTION 10. ANNUAL ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year beginning October 1, 2021, in the manner provided in this Preliminary Assessment Resolution. The Assessment Coordinator shall apportion the estimated Solid Waste Collection Service Assessed Cost to be recovered through Solid Waste Collection Services Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and the Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2021, be in printed form if the amount of the Solid Waste Collection Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Collection Services Assessments for the Town's Solid Waste Collection Services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Solid Waste Collection Services Assessed Cost among parcels of Assessed Property located within the Town, as the methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the residential Solid Waste Collection Services provided by the Town through its Collection Agreement.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 8, 2021, at the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Collection Services Assessment from the public and affected property owners and consider imposing the Solid Waste Collection Services Assessment and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The Town Manager, or his designee, shall publish notice of the public hearing authorized by Section 11 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than twenty (20) days prior to the date of the public hearing authorized in Section 11 above, in substantially the form attached hereto as Appendix B.

SECTION 13. NOTICE BY MAIL. The Town Manager, or his designee, shall also ensure timely notice by use of the TRIM notice forwarded annually by the Property Appraiser's Office, or by U.S. Mail as may be required by law (including Chapter 2003-348 Laws of Florida, a special act relating to the annual TRIM notice in Palm Beach County), to the Owner of each

parcel of Assessed Property, at least twenty (20) days prior to the public hearing, as required by the Ordinance, and the Uniform Assessment Collection Act.

SECTION 14. PROOF OF NOTICE. The Town Manager, or his designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the Town from the Solid Waste Collection Services Assessments will be utilized solely for the provision of Solid Waste Collection Services, facilities, and programs by the Town to Assessed Properties, through its Collection Agreement, as described herein.

SECTION 16. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this

SECTION 18. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 6TH DAY OF JULY 2021.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS T LEGAL FORM:

Margaret Herzog, Council Member

Elizabeth V. Lenihan, Town Attorney

Phillis Maniglia, Council Member

Marianne Miles, Council Member

APPENDIX A

ESTIMATED SOLID WASTE COLLECTION SERVICES ASSESSMENT RATE SCHEDULE

SECTION A-1 DETERMINATION OF SOLID WASTE COLLECTION SERVICES ASSESSED COSTS. The estimated Solid Waste Collection Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2021, is **\$675,000.**

SECTION A-2 ESTIMATED SOLID WASTE COLLECTION SERVICES ASSESSMENTS. The estimated Solid Waste Collection Services Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Solid Waste Collection Services Assessed Cost for the Fiscal Year commencing October 1, 2021, are hereby established as follows for the purpose of this Preliminary Assessment Resolution:

RESIDENTIAL DWELLING UNITS: \$450.00 PER DWELLING UNIT (BILLING UNIT)

FORM OF NOTICE TO BE PUBLISHED

[illegible]

Notice is hereby given that the Town Council of the Town of Loxahatchee Groves will conduct a public hearing to consider imposing Solid Waste Collection Services Special Assessments upon residential dwelling units that receive residential solid waste collection services, for the Solid Waste Collection Services provided by the Town to such properties within the Town of Loxahatchee Groves.

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file written objections with the Town Council within 20 days of this notice. If a person decides to appeal any decision made by the Town Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's Office at (561) 793-2418, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of dwelling units attributed to that parcel. The proposed Solid Waste Collection Services Assessment is as follows:

\$450.00 PER DWELLING UNIT

Copies of the Assessment Ordinance, the Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (561) 793-2418, Monday through Wednesday between 8:00 a.m. to 6:00 p.m. and Thursday until 5:00 p.m.

TOWN CLERK TOWN OF LOXAHATCHEE GROVES.

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Agenda Item # 8

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: RESOLUTION NO. 2021-33 establishing the Town's preliminary ad valorem millage rate for Truth-in-Millage ("TRIM") purposes for FY 2021-2022

Background:

Truth-in-Millage (TRIM) rates are due to the Palm Beach County Property Appraiser's office by July 23rd though the office requests the rates earlier to facilitate preparation of TRIM notices which will be sent out by their office no later than August 19th. The accompanying Resolution 2021-31 specifies the preliminary millage rate to be included on the annual TRIM notice for all taxable property within the Town of Loxahatchee Groves.

The proposed rate of 3 mills is set at the same rate as in FY 2020-2021 and the 2 preceding fiscal years as we continue to develop the proposed budget and capital plan for FY 2021-2022 that will be presented to Council at its budget workshops.

The Town's final millage will be adopted following the required public hearings in September currently scheduled for September 8th and September 21st. The Council may adopt final rates at or below the preliminary TRIM rates.

Recommendations:

Staff recommends approval of the Resolution No. 2021-33 establishing the Town's preliminary ad valorem millage rate for Truth-in-Millage ("TRIM") purposes for the fiscal year beginning October 1, 2021 proposed at 3 mills (the same rate as for FY 2021, the current year)

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-33

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2021/2022; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2021/2022; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2021/2022 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 200.065 (TRIM), the Palm Beach County Property Appraiser has certified the taxable value within the jurisdiction of the Town of Loxahatchee Groves, including a copy of the Statement required to be submitted under Florida Statute Section 195.073(3) (a/k/a Form DR-420); and

WHEREAS, pursuant to Florida Statute Section 200.065(2)(b), the Town must advise the Palm Beach County Property Appraiser of its proposed millage rate, of its rolled back rate computed pursuant to Florida Statute Section 200.065(1), and of the date, time and place at which a public hearing will be held to consider the proposed millage rate, proposed millage levy for voted debt service, and the tentative budget;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: The Town Manager, or his designee, is hereby authorized and instructed to complete and transmit the DR-420 to the Palm Beach County Property Appraiser, and to take

such further action as is reasonably required pursuant to Section 200.065, Florida Statutes.

Section 3: The Town Council hereby adopts a proposed operating millage rate of **3.000** for General Fund budget purposes for Fiscal Year 2021-2022.

Section 4: The Town Council hereby recognizes the rolled back millage rate as **2.8181** for General Fund budget purposes for Fiscal Year 2021-2022.

Section 5: The Town Council of the Town of Loxahatchee Groves hereby sets September 8, 2021, at the Town of Loxahatchee Groves Town Hall, 155 F Road Loxahatchee Groves, Florida 33470, as the date, time and place of the Public Hearing to consider the proposed millage rate and the tentative budget.

Section 6: That if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8: That this Resolution shall be effective immediately upon adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 6TH DAY OF JULY 2021.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS T LEGAL FORM:

Margaret Herzog, Council Member

Elizabeth V. Lenihan, Town Attorney

Phillis Maniglia, Council Member

Marianne Miles, Council Member



Agenda Item #9

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: RESOLUTION NO. 2021-DD03 establishing the District's preliminary Road & Drainage non-ad valorem assessment rate for FY 2021-2022

Background:

Truth-in-Millage (TRIM) rates are due to the Palm Beach County Property Appraiser's office by July 23rd though the office requests the rates earlier to facilitate preparation of TRIM notices which will be sent out by their office no later than August 19th. The accompanying Resolution 2021-DD03 specifies the District's preliminary non-ad valorem assessment rate for Roads and Drainage to be included on the annual TRIM notice for all taxable property within the boundaries of the Loxahatchee Groves Water Control District.

The proposed rate of \$200 per unit is set at the same rate as in FY 2020-2021 and the 2 preceding fiscal years as we continue to develop the proposed budget and capital plan for FY 2021-2022 that will be presented to Council at its budget workshops.

The District's final non-ad valorem assessment rate for Roads and Drainage will be adopted following the required public hearing in September currently scheduled for September 8th. The Council may adopt final rates at or below the preliminary TRIM rates.

Recommendations:

Staff recommends approval of the Resolution No. 2021-DD03 establishing the District's preliminary Road & Drainage non-ad valorem assessment rate for the fiscal year beginning October 1, 2021 proposed at \$200/unit (the same rate as for FY 2021, the current year).

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**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2021-DD03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and

WHEREAS, the District has been authorized by the Florida Statutes to construct, improve, manage and maintain water control and drainage facilities, and by the Florida Legislature to construct, improve, maintain and repair roadways, within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to section 189.05, Florida Statutes, and the Special Act; and

WHEREAS, it is fair and reasonable to impose a non-ad valorem special assessment upon specially benefited property to fund the costs of the District Services; and

WHEREAS, the Board of Supervisors determines that such operations, repairs and maintenance of the District works are uniformly required within all Units of the District and properties receiving District Services, as each is connected and receive equal benefit through the operations and maintenance of the District’s Services; and

WHEREAS, the Board of Supervisors for the District finds that there are 7,797.84 Assessable Units (acres) that receive the benefits of District and being assessed for such services through this Resolution; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to levy and collect the special assessment to fund District Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 2018-175, Laws of Florida, (the "Special Act"), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

(a) Purpose. This Resolution constitutes the Preliminary Rate Resolution which initiates the annual process for imposing the annual special assessments, as authorized Chapter 189, Florida Statutes, creates the Assessment Roll and directs the imposition of Loxahatchee Groves Water Control District Special Assessments for the Fiscal Year beginning October 1, 2021.

(b) Definitions. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Special Act and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

1. *Assessed Costs* shall include all costs of providing District Services to and for Assessed Properties that receive benefits from District Services, including water control and drainage services, and as well as road construction, improvement, repair and maintenance services associated with the District's responsibilities of providing water control and drainage services to Assessed Properties within the Town. These costs shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction, or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature

whatsoever, (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the District, or the Town as authorized by the Interlocal Agreement between the Town and District, to provide District Services; (M) all costs associated with the structure, implementation, collection, and enforcement of the special assessment, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of special assessment pursuant to the Uniform Assessment Collection Act and Florida law; (N) all other costs and expenses necessary or incidental to the provision of District Service or construction of District facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the District Board of Supervisors by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible special assessments; and (P) reimbursement to the Town or any other Person for any moneys advanced for any costs incurred by the Town or such Person in connection with any of the foregoing components of Assessed Cost or the provision of District Services.

2. *Assessed Properties* shall mean all properties that are provided a special benefit by the District's provision of District Services.
3. *District Services* are all services (including those items described above in the definition of Assessed Costs) provided by the District relating to water control and drainage services, and road construction, improvement, repair and maintenance services associated with the District's responsibilities.

SECTION 4. PROVISION AND FUNDING OF THE DISTRICT'S WATER MANAGEMENT SYSTEM.

- (a) Upon the imposition of District Special Assessment, the District shall provide District Services to such Assessed Property.

- (b) It is hereby ascertained, determined and declared that each Assessed Property will be benefited by the District's provision of District Services in an amount not less than the special assessment imposed upon such Assessed Properties, computed in the manner set forth herein.

SECTION 5. IMPOSITION AND COMPUTATION OF WATER MANAGEMENT

SYSTEM ASSESSMENTS. The special assessment for District Services shall be imposed upon all Assessable Units that receive District Services.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT, FAIR APPORTIONMENT, AND PARCEL APPORTIONMENT METHODOLOGIES.

- (a) Special Benefit: The District is authorized to levy and collect the special assessment pursuant to the Special Act, Town Ordinances and Chapters 189 and 298, Florida Statutes. Assessed Properties are benefitted by the provision of District Services:

1. Water control and drainage services enable the use of lands, including the development thereof;
2. The unique nature of the roads and water control and drainage facilities, including the canal networks, has resulted in an interconnection of the two types of facilities, such that the proper repair and maintenance of one directly affects the use and functionality of the other. Roadway drainage facilities, including culverts, must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the water control system, including the canals. The canals and related drainage facilities must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the roadways, including avoidance of washouts and roadway collapses, which affects the usability and safety of roadways and impairs access to Assessed Properties.
3. The importance of roadway construction, improvement maintenance and repair to the ability of the District to provide water control and drainage services was recognized by the Florida Legislature in 1999, as evidenced by Chapter 99-425, Florida Statutes, which expressly provided the power to the previously independent water control district "to maintain roadways and roads necessary and convenient for the exercise of the powers and duties" of the district, and "to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the

reclamation operations of the district.” The Florida Legislature, further recognizing the importance of roads and roadways to the ability of the District to provide water control and maintenance services, authorized the formerly independent special district to “construct, maintain, improve and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or board of supervisors thereof.”

4. The special benefits provided by the District Services to Assessed Property include, but are not limited to: (A) the ability to use and develop property; (B) enhancing safety and access to Assessed Property; (C) improved appearance; (D) rendering Assessed Property more adaptable to a current or reasonably foreseeable use; (E) alleviation of the burdens caused by drainage and accumulation attendant with the use of Assessed Property; and (F) ensuring that the interaction between the drainage and roadway facilities is facilitated so that both functions work in a coordinated fashion to ensure proper water control and drainage, and safety of travel and use of roads and roadways within the Town.

These findings provide the requisite special benefit and logical relationship between the District Services and real property so as to permit the District Services to be funded by non-ad valorem special assessment.

- (b) Fair and Reasonable Apportionment: It is fair and reasonable to equally apportion the Assessed Costs of the Water Management System upon the assessed units, on a per acre basis, as the size of the Assessed Property corresponds with its impact with water control and drainage facilities, as well as the potential for use of roadways reliant on proper drainage, and the amount of the assessment on each of the assessed units does not exceed the benefits received by each assessed unit from the District’s Services.
- (c) Units: Assessable Units shall be calculated on a per acre basis. Each tract or parcel of land that is less than one acre shall be assessed as one full acre (one unit). Each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

SECTION 7. DETERMINATION OF WATER MANAGEMENT SYSTEM ASSESSED COSTS; ESTABLISHMENT OF ANNUAL WATER MANAGEMENT SYSTEM ASSESSMENT RATES.

- (a) The District Services Assessed Costs to be assessed and apportioned among Assessed Properties for the Fiscal Year commencing October 1, 2021, is preliminarily \$2.5 million. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2021, is \$200 per Unit. The adoption of this Preliminary Rate Resolution determines the amount of the District Services Assessed Costs. The remainder of such Fiscal Year budget for District Services shall be funded from available District revenue other than assessment proceeds.
- (b) The estimated special assessment specified herein are hereby established to fund the costs of the District Services to be assessed in the Fiscal Year commencing October 1, 2021.
- (c) The estimated special assessment established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Palm Beach County Property Appraiser in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2021 as provided in this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

- (a) The Palm Beach County Property Appraiser is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided herein and Section 197.3632, Florida Statutes. The Assessment Roll shall include all units being assessed herein. The Palm Beach County Property Appraiser shall apportion the estimated Assessed Costs in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Special Act, Town Ordinances, and the updated Assessment Roll shall be maintained on file in the office of the Secretary of the District and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2021, be in printed form if the amount of the special assessment for each parcel of property can be determined by the use of a computer terminal available to the public.
- (b) It is hereby ascertained, determined, and declared that the method of determining the special assessments for District Services as set forth herein is a fair and reasonable method of apportioning the Assessed Cost among units of Assessed Property.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 8, 2021, at the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Board of Supervisors of the District

will receive and consider any comments on the special assessment from the public and affected property owners and consider imposing District Services Assessments for the Fiscal Year beginning October 1, 2021 and collecting the assessments on the same bill as non-ad valorem taxes.

SECTION 10. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the District from the special assessment will be utilized for the District Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund District Services.

SECTION 11. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 13. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Laura Danowski	☐	☐	☐
Robert Shorr	☐	☐	☐
Marge Herzog	☐	☐	☐
Phillis Maniglia	☐	☐	☐
Marianne Miles	☐	☐	☐

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,
THIS 6th DAY OF JULY 2021.**

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

ATTEST:

Clerk for the Loxahatchee Groves
Water Control District

APPROVED AS TO LEGAL FORM:

Attorney for the Loxahatchee Groves Water
Control District

Chairperson/President

Supervisor/Treasurer

Supervisor

Supervisor

Supervisor



Agenda Item #10

TO: Town Council of Town of Loxahatchee Groves
FROM: Elizabeth V. Lenihan, Town Attorney
VIA: James Titcomb, Town Manager
DATE: June 25, 2021
SUBJECT: Removal of Roads from Town Maintenance

Background:

At the Town Council meeting on June 1, 2021, there was some discussion regarding removal of roads from Town maintenance and off the Town's Gas Tax Map. The Town Council requested additional information come forward regarding this topic.

A local government cannot be obligated or compelled to perform or provide any particular construction or maintenance of public roads. However, once a local government assumes the maintenance responsibility for a public road, it must continue to maintain the road. Once a local government accepts the dedication of a road for public use, and voluntarily undertakes the improvement and/or maintenance of that road, the only way for the local government to disclaim further maintenance responsibility is to abandon the road pursuant to the procedures set forth in Chapter 336, Florida Statutes.

There are principles to be considered for abandonment, particularly with regard to the general public welfare, including whether the general public is using the roads and streets in question (including public service vehicles such as garbage trucks, police, fire, or emergency vehicles). If the road(s) to be abandoned are in use by the general public, they *should not* be abandoned if such abandonment would be injurious to the public welfare or violate individual property rights. The Resolution adopted approving any abandonment should contain findings that it is in the best interest of the public welfare to take such action.

It is recommended that the Town Council adopt an Ordinance setting forth the procedures for abandonment. A petition, or application for abandonment should be required, which would include:



1. A location map.
2. The legal description of the petition site.
3. The interest to be abandoned (Town right-of way, public easement, public interest in private right-of-way).
4. Survey of the petition site, including boundaries of abutting properties, square footage of the petition site, and existing obstructions, encroachments or uses of the petition site (utilities, ditches, fences).
5. Identification of any easements that are needed or should remain on the petition site.
6. A list of abutting and affected property owners within 300 feet of the petition site, including mailing address and legal description of the owner's property.
7. Consent letters from all abutting and affected property owners within 300 feet of the petition site.
8. Consent letters from all utility providers (i.e. electric, cable, telephone, water, wastewater).
9. Statement or documentation showing access to abutting and affected properties will not be affected and that the petition site is not used for public services (garbage, mail, drainage, emergency services).
10. Certification the petition site is not part of a federal, state, or county right-of-way or acquired or dedicated for such purpose.
11. Evidence of title ownership of or interest in the petition site, if applicable.
12. Evidence of payment of taxes and special assessments that relate to the petition site, if applicable.
13. Payment of applicable fees related to the petition or application.
14. Justification as to why the petition or application should be approved.
15. If the petition site is to be used by the property owner(s) as a private road after the abandonment, all of the property owners along the road must have signed the petition and the following will also be required:
 - a. Evidence that the road has been constructed to the applicable maintenance standard.
 - b. A Notice of Non-Maintained Access form signed by each of the property owners along the road, which will be recorded in the Public Records of Palm Beach County.
 - c. An acknowledgement of and pledge to comply with all applicable maintenance standards, signed by each of the property owners along the road.
 - d. A statement on how public services will be provided to the property owners along the road (i.e. collection of solid waste, vegetative waste, and recyclables; emergency, postal). Community piles may be considered for vegetative waste collection based on eligibility. Failure to provide access to services, including any applicable eligibility for community piles, may result in the denial of the petition.
 - e. Plans and timeframe for completion of any improvements required to bring the roadway to required standards, including safety, drainage, and accessibility (i.e. adding a turn-around at the end). Such improvements will be made at the sole expense of the property owners along the road.



The proposed Ordinance would set forth requirements for review of the petition or application by Town staff. Chapter 336, Florida Statutes, requires a public hearing be held prior to the abandonment of roads. It is recommended that this process be followed for all right-of-way and easement related abandonments. All abandonments will be at the sole discretion of the Town Council and in the best interest of the public health, safety, and welfare. The proposed Ordinance would set forth the procedures for that public hearing and the method and effect of an approval or denial by Town Council. The proposed Ordinance would also include language regarding applicability of assessments previously levied, and of code enforcement once any abandonment takes place.

Recommendations:

Move that the Town Council direct staff to develop an Ordinance setting forth abandonment procedures for consideration by Town Council.

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TO: Town Council of Town of Loxahatchee Groves

FROM: Larry A. Peters, P.E., Director of Public Works

VIA: James Titcomb, Town Manager

SUBJECT: Paving Estimates for Minor Roads

Background:

At the Town Council meeting held June 20, 2021, the Town Council requested that staff prepare a cost estimate for six (6) minor road segments, to include, Raymond Drive, Los Angeles Drive, San Diego Drive, 22nd Road North, Flamingo Road, and Paradise Trail.

Please see the attached cost estimates for building the base and providing a 2" Asphalt overlay as shown below:

22 nd Road North	\$38,621
Flamingo Road	\$24,637
Los Angeles Drive	\$32,945
Paradise Trail	\$24,520
Raymond Drive	\$51,205
San Diego Drive	\$37,460

Recommendations:

Staff requests that Town Council provide direction as to which road segments are to be improved, and a timeframe for each. Funding will be addressed as part of the budget process.

Town of Loxahatchee Groves
Public Works Department

Cost Estimate for Paving of Minor Roads: 22nd Rd N. off C Rd- 0.244

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00*

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 645.0 tons= \$ 6,772.50

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00*

Water Truck to Water Material Prior to Rolling (IKS) \$ 218.00*

Roller to Compact Roadway (Rental) \$ 732.00*

Sub-Total Materials \$ 8,217.50

Man Hours (IKS)

Grader Operator \$ 300.00*

Water Truck Operator/Roller Operator \$ 300.00*

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00*

Tack @ \$.45/sq yd. x 2,147 sq yd.= \$ 966.15

Pave @ \$12.50/sq yd. x 2,147 sq yd.= \$26,837.50

Paving Sub-Total \$29,803.65

Project Grand Total \$38,621.15

Note: There is currently adequate drainage on the North side of 22nd Dr N. in order to provide drainage for the crowned roadway, however one 10"x20 ft. long HDPE drain will need to be replaced.

(*) All costs associated with the asterisk's can be shared equally amongst the residents of Flamingo, Paradise and 22nd Rd N. if all roads are done in conjunction.

Town of Loxahatchee Groves
Public Works Department

Cost Estimate for Paving of Minor Roads: Flamingo Dr- 0.151miles

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00*

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 322.0 tons= \$ 3,381.00

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00*

Water Truck to Water Material Prior to Rolling (IKS) \$ 218.00*

Roller to Compact Roadway (Rental) \$ 732.00*

Sub-Total Materials \$ 4,826.00

Man Hours (IKS)

Grader Operator \$ 300.00*

Water Truck Operator/Roller Operator \$ 300.00*

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00*

Tack @ \$.45/sq yd. x 1,329 sq yd.= \$ 598.05

Pave @ \$12.50/sq yd. x 1,329 sq yd.= \$16,612.50

Paving Sub-Total \$19,210.55

Project Grand Total \$24,636.55

Note: There is currently adequate drainage on Flamingo Dr. in order to provide drainage for the crowned roadway.

(*) All costs associated with the asterisk's can be shared equally amongst the residents of Flamingo, Paradise and 22nd Rd N. if all roads are done in conjunction.

Town of Loxahatchee Groves
Public Works Department

Cost Estimate for Paving of Minor Roads: Los Angeles Dr 0.214 miles

MOT- 2men @ \$20.00/hr. x 8hrs.=	\$ 320.00
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Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 430.0 tons=	\$ 4,515.00
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Equipment

Grader to Distribute and Build Crown (IKS)	\$ 175.00
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Water Truck to Water Material Prior to Rolling (IKS)	\$ 218.00
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Roller to Compact Roadway (Rental)	\$ 732.00
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Sub-Total Materials	\$5,960.00
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Man Hours (IKS)

Grader Operator	\$ 300.00
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Water Truck Operator/Roller Operator	\$ 300.00
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Sub-Total Man Hours	\$ 600.00
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Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT	\$ 2,000.00
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Tack @ \$.45/sq yd. x 1,883 sq yd.=	\$ 847.35
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Pave @ \$12.50/sq yd. x 1,883 sq yd.=	\$23,537.50
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Paving Sub-Total	<u>\$26,384.85</u>
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Project Grand Total	\$32,944.85
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Note: There is not currently adequate drainage on either side of Los Angeles Drive in order to provide drainage for the crowned roadway. Drainage swales and Driveway culverts will e required for proper drainage of Los Angeles Dr.

Town of Loxahatchee Groves
Public Works Department

Cost Estimate for Paving of Minor Roads: Paradise Trail- 0.150

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00*

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 322.0 tons= \$ 3,381.00

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00*

Water Truck to Water Material Prior to Rolling (IKS) \$ 218.00*

Roller to Compact Roadway (Rental) \$ 732.00*

Sub-Total Materials \$ 4,826.00

Man Hours (IKS)

Grader Operator \$ 300.00*

Water Truck Operator/Roller Operator \$ 300.00*

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00*

Tack @ \$.45/sq yd. x 1,320 sq yd.= \$ 594.00

Pave @ \$12.50/sq yd. x 1,320 sq yd.= \$16,500.00

Paving Sub-Total \$19,094.00

Project Grand Total \$24,520.00

Note: There is currently adequate drainage on Flamingo Dr. in order to provide drainage for the crowned roadway.

(*) All costs associated with the asterisk's can be shared equally amongst the residents of Flamingo, Paradise and 22nd Rd N. if all roads are done in conjunction.

Town of Loxahatchee Groves
Public Works Department

Cost Estimate for Paving of Minor Roads: Raymond Dr.- 0.327 miles

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$11.15 /ton x 860.0 tons= \$ 9,890.00

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00

Water Truck to Water Material Prior to Rolling (IKS) \$ 218.00

Roller to Compact Roadway (Rental) \$ 732.00

Sub-Total Materials \$ 11,335.00

Man Hours (IKS)

Grader Operator \$ 300.00

Water Truck Operator/Roller Operator \$ 300.00

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00

Tack @ \$.45/sq yd. x 2,878 sq yd.= \$ 1,295.10

Pave @ \$12.50/sq yd. x 2,878sq yd.= \$35,975.00

Paving Sub-Total \$39,270.10

Project Grand Total \$51,205.10

Note: There is currently adequate drainage on each side of Raymond Dr. in order to provide drainage for the crowned roadway.

Town of Loxahatchee Groves
Public Works Department

Cost Estimate for Paving of Minor Roads: San Diego Dr 0.214 miles

MOT- 2men @ \$20.00/hr. x 8hrs.= \$ 320.00

Placement of Base rock

Material provided and delivered by PB Agg.

FDOT #11 @ \$10.50 /ton x 860.0 tons= \$ 9,030.00

Equipment

Grader to Distribute and Build Crown (IKS) \$ 175.00

Water Truck to Water Material Prior to Rolling (IKS) \$ 218.00

Roller to Compact Roadway (Rental) \$ 732.00

Sub-Total Materials \$10,475.00

Man Hours (IKS)

Grader Operator \$ 300.00

Water Truck Operator/Roller Operator \$ 300.00

Sub-Total Man Hours \$ 600.00

Paving With 2" Type S-1 or 12.5 Asphalt

Mobilize & MOT \$ 2,000.00

Tack @ \$.45/sq yd. x 1,883 sq yd.= \$ 847.35

Pave @ \$12.50/sq yd. x 1,883 sq yd.= \$23,537.50

Paving Sub-Total \$26,384.85

Project Grand Total \$37,459.85

Note: There is currently adequate drainage on each side of San Diego Drive in order to provide drainage for the crowned roadway.