CITY OF WESTLAKE

AGENDA

City Council Regular Meeting
Tuesday, November 10, 2026, at 6:00 PM

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

Live Broadcasting:
https://cityofwestlake.my.webex.com
Meeting ID: 2631 754 3031| Password: hello
or
United States Toll: +1-650-479-3208

CITY COUNCIL:

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

CITY STAFF:

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

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS

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CONSENT AGENDA

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

A. MINUTES_City Council Regular Meeting - 10.06.2026 DRAFT

B. Financial Statement - September 2026

PRESENTATIONS/PROCLAMATIONS

A. Panther Partner Award Presentation to the City of Westlake

Presented By: Andraes Alexander, D.B.A., Executive Dean Palm Beach State College

B. Proclamation 2026-22 - Veterans Day

C. Proclamation 2026-23 - Honoring Marcia Andrews

PUBLIC HEARING - QUASI JUDICIAL

A. **MSP-2026-07:** Master Sign Plan for Mavis Tires & Brakes at Publix at Westlake Plaza, Parcel A, including one wall sign on the south building elevation and the previously approved monument sign.

Submitted By: Planning and Zoning

B. **MSP-2026-05:** Sandglass of Westlake Master Sign Plan, including two residential pod entry monument signs and one waiver comprising five deviations from Figure 113-11-3.

Submitted By: Planning and Zoning

C. **SPM-2026-02:** The applicant is requesting approval of a Site Plan Modification for James Business Park, located at 17035 Persimmon Boulevard West, to accommodate an overnight kennel providing dog day care, overnight boarding, and grooming within an existing 10,855 square-foot tenant space in Unit 700 (Bay 3A) of the North Building. The proposal includes an approximately 1,840square-foot fenced outdoor pet relief and play area within an existing loading area, associated exterior improvements, revised parking and loading calculations, and

an amendment to Condition 2 of Development Order SPR-2022-01 concerning allowable uses within the development.

Submitted By: Planning and Zoning

PUBLIC HEARING

A. **FIRST READING** - Ordinance No. 2026-12 - Continuation of Palm Beach County Fire/Rescue MSTU Participation

Submitted By: City Manager

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE CITY'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF WESTLAKE MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.

B. **FIRST READING** Ordinance No. 2026-11 - Synthetic Turf Regulations

Submitted By: Planning and Zoning

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "SYNTHETIC TURF"; AMENDING CHAPTER 107, "LANDSCAPING," SECTION 107-30, "APPLICABILITY," TO ESTABLISH REGULATIONS FOR SYNTHETIC TURF CONSISTENT WITH SECTION 125.572, FLORIDA STATUTES, AND RULE 62-308.100, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C. **FIRST READING** Ordinance 2026-13 – Data Centers and Small-Scale Comprehensive Plan Amendments

Submitted By: Planning and Zoning

ORDINANCE 2026-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-197, "SPECIAL APPLICATIONS," TO UPDATE THE CRITERIA FOR SMALL-SCALE COMPREHENSIVE PLAN

AMENDMENTS; AMENDING SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "DATA CENTER"; AMENDING TABLE 101-1-2, "PERMITTED USES," TO ALLOW A DATA CENTER AS A CONDITIONAL USE IN THE MIXED USE ZONING DISTRICT; AMENDING CHAPTER 119, "ZONING," BY CREATING SECTION 119-XX, "DATA CENTERS," TO ESTABLISH CONDITIONAL USE, SITING, INFRASTRUCTURE, NOISE, WATER, EMISSIONS, AND DESIGN STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

D. **CU-2026-01:** Conditional Use for an overnight kennel with dog day care, overnight boarding, grooming, and an accessory outdoor pet relief and play area at James Business Park, 17035 Persimmon Boulevard West.

Submitted By: Planning and Zoning

NEW BUSINESS

A. Discussion, Consideration and Approval of a Procurement Waiver and Authorization for the City Manager to Negotiate and Execute an Agreement with Citibot, Inc. for an AI Resident Engagement and Customer Service Platform

Submitted By: City Manager

B. Discussion Regarding City Council Decorum Policy and Rules of Procedure

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard

B. Councilman Erik Gleason

C. Councilman Gary Werner

D. Vice Mayor Greg Langowski

E. Mayor JohnPaul O'Connor

PUBLIC COMMENTS

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REPORT - STAFF

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **December 1, 2026**

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

In accordance with the Americans with Disabilities Act, persons who need an accommodation in order to attend or participate in this meeting should contact the City Clerk at (561) 530-5880 at least three (3) business days prior to the meeting in order to request such assistance.

AGENDA POSTED: Wednesday, November 4, 2026

File Attachments for Item:

A. MINUTES_City Council Regular Meeting - 10.06.2026 DRAFT

CITY OF WESTLAKE

MINUTES

City Council Regular Meeting
Tuesday, October 06, 2026 at 6:00 PM

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

CITY COUNCIL:

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

CITY STAFF:

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

DRAFT

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

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

   Meeting ID: 2632 888 9851
   Password: hello
2. Participants also dialed in using phone with the following number:

   United States Toll: +1-650-479-3208
   Meeting ID: 2632 888 9851

CALL TO ORDER

Mayor O'Connor called the City of Westlake regular meeting of Tuesday, October 6, 2026, to order at 6:00 PM.

ROLL CALL
Present and constituting a quorum:

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

Also present:

Howard W. Brown, Jr., ICMA-CM, City Manager
Zoie Burgess, CMC, City Clerk
Jacob G. Horowitz, City Attorney

PLEDGE OF ALLEGIANCE
Mayor O'Connor led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

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

Councilman Werner requested the addition of a proclamation honoring the anniversary of October 7th.

Vice Mayor Langowski identified two areas of the proposed text he wished to revise.

Council discussion and proposed revisions began.

Motion by Vice Mayor Langowski to amend the agenda to include the proclamation honoring October 7th. seconded by Councilman Werner.

ROLL CALL

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

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

Motion by Vice Mayor Langowski to approve the agenda as amended seconded by Councilman Werner.

ROLL CALL

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

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

PUBLIC COMMENTS

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

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber updated the Council on street lighting, noting repairs on the city's west side, ADA pad hazards, and outages in The Pines, with additional lighting near Pratt Whitney expected by the end of 2026 or in 2027. Mr. Farber also praised the September 11th ceremony and 5K race, specifically commending staff member Yla Flores, and said he would like to assist with the upcoming holiday market.

Public Comment – Ms. Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres raised concerns about the sidewalk outside Westlake Palms, access restrictions for The Terraces during the 5K, the need for a council liaison to the Arts in Public Places committee, and maintenance of privately owned monuments along Seminole Pratt Whitney Road. Mayor O'Connor said staff would follow up.

CONSENT AGENDA

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A. MINUTES_City Council Regular Meeting - 09.01.2026 DRAFT
B. MINUTES_City Council Workshop - Strategic Planning 09.08.2026 DRAFT
C. MINUTES_City Council First Budget Hearing 09.08.2026 DRAFT
D. MINUTES_City Council Special Meeting 09.14.2026 DRAFT
E. MINUTES_City Council Final Budget Hearing 09.14.2026 DRAFT
F. Financial Statements - August 2026

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

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

ROLL CALL

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

Councilman Gleason YES

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

Fire Rescue provided their monthly report.

PRESENTATIONS/PROCLAMATIONS

A. 9-1-1 Emergency Communications Working in your Community

Presented by: Supervisor Meredith Jacobs

PBSO provided their monthly report.

The district lieutenant introduced PBSO Communications Division staff, with Communications Officer Casey Thomas delivering the main presentation.

B. Presentation - Palm Beach County Library System

Presented by: Douglas Crane, Director - Palm Beach County Library System

Mr. Douglas Crane, Director of the Palm Beach County Library System, appeared with Doris De Mayo, manager of the Acreage Branch, and gave an overview of library services, usage, and future plans.

C. Proclamation 2026-19- Florida City Government Week October 2026

Mayor O'Connor read Proclamation 2026-19- Florida City Government Week October 2026 into the record, declaring October 19–25, 2026 as Florida City Government Week and encouraging public participation in local government.

Mayor O'Connor read the amended proclamation honoring the victims of the October 7, 2023 attacks on Israel.

D. Proclamation 2026-20 - National Breast Cancer Awareness Month

Mayor O'Connor read Proclamation 2026-20 into the record, declaring October 2026 as National Breast Cancer Awareness Month.

PUBLIC HEARING - QUASI JUDICIAL

A. MSP-2026-06: The applicant is requesting approval of a Master Sign Plan for Chase Bank, located at 5040 Seminole Pratt Whitney Road within Grove Market Plaza. The proposed Master Sign Plan includes three wall signs located on the north, east, and west elevations of the principal structure and one ATM sign located on the south elevation. The application includes a request to waive Section 113-11 of the City Code to permit three wall signs where a maximum of two wall signs is otherwise permitted.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Horowitz swore in witnesses who would provide testimony. The council disclosed ex parte communications.

Mr. Leon presented MSP-2026-06 for Chase Bank at 5040 Seminole Pratt Whitney Road in Grove Market Plaza. The request was to approve a master sign plan for three wall signs and one ATM sign, including a waiver to allow three wall signs where two are normally permitted. Staff reported the signs met code requirements and had no objections to the application or waiver.

Brief presentation from applicant.

Council discussion.

Mayor O'Connor opened for public comments.

Motion by Councilman Werner to approve MSP-2026-06, the Master Sign Plan for Chase Bank, seconded by Councilwoman Leonard.

ROLL CALL

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

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

PUBLIC HEARING

A. Second Reading: Ordinance No. 2026-10 amending Chapter 24 of the City of Westlake Code of Ordinances to create Section 24-30, "School Zone Speed Detection Systems," authorizing the placement, installation, and operation of School Zone Speed Detection Systems (SDS) and establishing enforcement and hearing procedures consistent with Section 316.008(9), Florida Statutes.

Submitted By: City Manager

ORDINANCE 2026-10

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER 24 ENTITLED "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES BY SPECIFICALLY CREATING SECTION 24-30 ENTITLED "SCHOOL ZONE SPEED DETECTION SYSTEMS" OF ARTICLE II ENTITLED "TRAFFIC ENFORCEMENT," TO AUTHORIZE THE PLACEMENT, INSTALLATION, AND OPERATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES, ESTABLISH TRAFFIC ENFORCEMENT PROCEDURES WHEN SPEED DETECTION SYSTEMS ARE UTILIZED FOR SCHOOL ZONE SPEED LIMIT VIOLATIONS, AND CREATE HEARING PROCEDURES RELATING TO SUCH SCHOOL ZONE SPEED LIMIT VIOLATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Horowitz read the ordinance title into the record.

Mr. Brown provided a brief staff update, noting that the ordinance had been presented and read at first reading on September 1, 2026, with a condition that Exhibit A: the school zone speed earnings report be included in the package. The ordinance was before the Council for second and final reading.

Mayor O'Connor opened for public comments.

Council discussion.

Motion by Councilman Gleason to approve Ordinance No. 2026-10 seconded by Councilwoman Leonard.

ROLL CALL

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

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

B. Resolution 2026-22 - Authorizing the City of Westlake to Piggyback on the City of Plantation Contract with RedSpeed Florida, LLC for School Zone Speed Detection Services and Approval of the Piggyback Agreement.

Submitted By: City Manager

RESOLUTION 2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PIGGYBACKING OF CITY OF PLANTATION CONTRACT NO. 005-24 WITH REDSPEED FLORIDA, LLC FOR SCHOOL ZONE SPEED DETECTION SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Horowitz read the resolution title into the record.

Mr. Brown clarified that while the preceding ordinance established the legal framework for school zone speed detection, this resolution authorized the city to enter into a piggybacking agreement with RedSpeed Florida, LLC under the City of Plantation's Contract to provide the actual detection services.

Mayor O'Connor opened for public comments.

Council discussion.

Motion by Councilman Gleason to approve Resolution 2026-22, seconded by Councilman Werner.

ROLL CALL

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

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

NEW BUSINESS

A. Auditor Selection Committee – Consideration and Appointment of Committee Members

Submitted By: City Clerk's Office

Mayor O'Connor introduced the item.

Ms. Burgess reported that the Auditor Selection Committee was created by Resolution 2026-18 on August 4, 2026. The committee consists of one council member as chair and four citizen members. Four applications were received by the deadline.

Mayor O'Connor then invited the applicants who were present to introduce themselves to the Council.

Public Comment – Ms. Christina Calas - 15539 Goldfinch Circle – Ms. Calas identified herself as a Certified Forensic Accountant with extensive experience in auditing, forensic accounting, and financial reporting. She said she wanted to contribute to the city and believed the committee was a good fit for her skills.

Public Comment – Mr. Richard Godes - 5313 Hutchinson Way – Mr. Godes noted he had 60 years of public accounting experience, had retired from full-time practice five years earlier, and still maintained a limited practice. He said he was eager to help the city select a qualified auditor.

Public Comment – Ms. Danielle Brown - 15948 Whippoorwill Circle – Ms. Brown briefly described herself as someone who loves numbers and accounting, noting she performs accounting for a real estate and sugar company. She expressed enthusiasm to serve the city.

Motion by Vice Mayor Langowski to approve the four applicants to serve on the Auditor Selection Committee seconded by Councilwoman Leonard.

ROLL CALL

Councilman Gleason	YES
Councilwoman Leonard	YES
Vice Mayor Langowski	YES

Mayor O'Connor	YES
Councilman Werner	YES

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

B. Auditor Selection Committee – Consideration and Appointment of Chair

Submitted By: City Clerk's Office

RESOLUTION NO. 2026-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, PROVIDING FOR THE APPOINTMENT OF _____ AS THE CHAIR TO THE WESTLAKE AUDITOR SELECTION COMMITTEE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Horowitz read the resolution title into the record.

Council discussion.

Motion by Councilwoman Leonard to appoint Mayor JohnPaul O'Connor as Chair of the Westlake Auditor Selection Committee and to adopt Resolution 2026-31, seconded by Councilman Gleason.

ROLL CALL

Councilwoman Leonard	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilman Werner	NO
Councilman Gleason	YES

With all in favor, motion carried without dissent (4-1).

C. Mutual Aid Agreement to Provide Natural Disaster Debris Removal, Reduction and Disposal Between the City of Westlake and Phillips Heavy, Inc.

Submitted By: Operations Coordinator

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MUTUAL AID AGREEMENT FOR HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL WITH PHILLIPS HEAVY, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND 12 PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Horowitz read the resolution title into the record.

Mr. Brown invited Operations Coordinator Hanif Christie to present the item.

Mr. Christie stated that Phillips Heavy, Inc. would provide post-disaster debris removal, Temporary Debris Management Site (TDMS) operations, and hauling and disposal services, ensuring the City has the necessary debris management resources in place prior to an emergency.

Council discussion.

Motion by Councilman Gleason to approve Resolution No. 2026-30, seconded by Councilwoman Leonard.

ROLL CALL

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

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

D. Annual Ceremonial Proclamations List

Submitted By: City Clerk's Office

Mayor O'Connor introduced the item.

Ms. Burgess explained that the prior year, the Council had agreed to establish an annual list identifying which ceremonial proclamations would be presented each month. The existing list was being presented again for the 2026–2027 fiscal year, with an opportunity to add or modify items.

Council discussion.

Motion by Councilman Werner to approve the annual ceremonial proclamations list for 2026–2027 as recommended by staff, with the addition of the October 7th Day of Remembrance proclamation, seconded by Vice Mayor Langowski.

ROLL CALL

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

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

E. Consideration and Approval of the City of Westlake 2026–2027 Strategic Plan

Submitted By: City Manager

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING THE 2026-2027 STRATEGIC PLAN FOR THE PURPOSE OF DEFINING THE CITY'S STRATEGIC PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Mayor O'Connor introduced the item.

Mr. Horowitz read the resolution title into the record.

Mr. Brown explained the 2026–2027 Strategic Plan converts Council priorities into specific actions and timelines, covering City Hall, technology, public safety, road connectivity, parks, cost recovery, council procedures, interlocal matters, and continued efforts to extend Seminole Pratt Whitney Road. Mr. Brown noted the plan was updated at the September 8, 2026 Strategic Planning Workshop.

Council discussion.

Motion by Vice Mayor Langowski to approve Resolution 2026-29, the City of Westlake 2026–2027 Strategic Plan, seconded by Councilman Werner.

ROLL CALL

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

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

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard honored women affected by breast cancer and thanked Bobby Farber for his continued contributions to the city.

B. Councilman Erik Gleason noted that he had seen at least one new face in the audience and expressed hope that more residents would attend future meetings. He encouraged the community to spread the word that civic participation makes the city stronger.

C. Councilman Gary Werner had no additional comments.

D. Vice Mayor Greg Langowski reported that the Education Advisory Board met on September 17, 2026, and will next meet on November 5, 2026. He requested council support for two proclamations honoring School Board Member Marcia Andrews and retired Golden Grove Elementary Principal Linda Edgecomb. The Council expressed consensus in support. He also noted that a new elementary school principal was present and that school naming nominations were underway.

E. Mayor JohnPaul O'Connor thanked his council colleagues for their leadership and thanked all city staff for their hard work. Mayor O'Connor acknowledged Councilman Gleason's last day in law enforcement, thanking him for his dedicated public service. He also extended additional recognition to Bobby Farber exceptional work on the September 11th remembrance ceremony and 5K race.

REPORT – STAFF

No comments.

REPORT - CITY ATTORNEY

No comments.

REPORT - CITY MANAGER

Mr. Brown reported that, due to indoor air quality concerns in the main City Hall building, the city temporarily closed the building as a precaution. He said operations would continue without interruption, with staff working remotely and public-facing services relocated to Building A. A remediation contractor was scheduled to inspect the building on October 7, 2026, after which an action plan would be developed. He said Council would be kept informed as the process moved forward.

PUBLIC COMMENTS

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Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber praised the 5K event. He also discussed smart street lighting and traffic signal technology, saying such systems could improve safety, reduce costs, and automatically report outages. He expressed interest in sharing additional research with the Council. Mr. Farber also urged the Council to consider forming a resident advisory committee representing all subdivisions to provide grassroots input on comprehensive and strategic planning and said he would be willing to serve.

Public Comment – Ms. Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres echoed support for a resident advisory committee and said that, as Westlake grows, some infrastructure and aesthetic issues such as monument signage appear to be getting overlooked. She also questioned the council's indication that it no longer responds to public comments and asked who made that decision.

Public Comment – Mr. Frank Winewski – 5948 Buttonbush Dr. - Mr. Winewski identified himself as a 25-year fire rescue veteran, union district vice president, and HOA vice president. He praised Westlake's visibility at regional and professional events, thanked Mayor O'Connor for representing the city, encouraged continued participation in Palm Beach County Days, and urged residents to take part in the school naming process that evening.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 8:13 PM.

Zoie P. Burgess, CMC, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

B. Financial Statement - September 2026

MEMORANDUM

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

FROM: **Lucus McDonald, Accounting Supervisor**

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

DATE: **October 29, 2026**

SUBJECT: **September 2026 Financial Report**

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

General Fund

- Total Revenues through September were approximately 104% of the annual budget. Collections of the FY2026 Ad Valorem Tax and Special Assessments were approximately 98% and 100%, respectively.
- Total Expenditures and Contingency through September were approximately 81% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through September were approximately 358% of the annual budget, which was a result of a higher than anticipated rate of construction and donations on commercial permits. A donation of $1,500 per Single Family Residence building permit is paid into the Housing Assistance Program.

Special Revenue Fund – Comprehensive Planning Services

- Total Revenues through September were approximately 53% of the annual budget.
- Total Expenditures through September were approximately 87% of the annual budget.

City of Westlake

Financial Report

September 30, 2026

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City of Westlake

Financial Statements

September 30, 2026

Balance Sheet
September 30, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Cash - Checking Account	$ 2,262,920	$ -	$ -	$ 2,262,920
Cash Restricted for Donated Funds	275,521	-	-	275,521
Assessments Receivable	38,043	-	-	38,043
Due From Other Funds	3,312,507	-	-	3,312,507
Investments:				
Money Market Account	12,533,577	1,036,552	-	13,570,129
Other	-	2,673,151	-	2,673,151
Prepaid Items	177	-	-	177
Deposits	666	-	-	666
Mortgages Receivable	-	3,421,327	-	3,421,327
TOTAL ASSETS	**$ 18,423,411**	**$ 7,131,030**	**$ -**	**$ 25,554,441**
LIABILITIES				
Accounts Payable	$ 16,196	$ -	$ 136,762	$ 152,958
Accrued Expenses	225,616	2,587	-	228,203
DBPR surcharge	4,790	-	-	4,790
DCA surcharge	7,068	-	-	7,068
Impact Fees	352,619	-	-	352,619
Unearned Revenue	230,614	-	-	230,614
Due To Other Districts	145,127	-	-	145,127
Due To Other Gov'tl Units	81	-	-	81
Deposits	14,264	-	-	14,264
Deferred Revenue-Developer Submittals (Minto)	-	-	4,782	4,782
Due To Other Funds	-	107,237	3,205,270	3,312,507
Deferred Inflow of Resources	38,043	-	-	38,043
TOTAL LIABILITIES	**1,034,418**	**109,824**	**3,346,814**	**4,491,056**
FUND BALANCES				
Nonspendable:				
Prepaid Items	177	-	-	177
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	7,021,206	-	7,021,206
Unassigned:	17,388,150	-	(3,346,814)	14,041,336
TOTAL FUND BALANCES	**$ 17,388,993**	**$ 7,021,206**	**$ (3,346,814)**	**$ 21,063,385**
TOTAL LIABILITIES & FUND BALANCES	**$ 18,423,411**	**$ 7,131,030**	**$ -**	**$ 25,554,441**

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ -	$ -	$ 421,113	$ 421,113
Ad Valorem Taxes	7,525,730	7,525,730	7,387,968	(137,762)
Ad Valorem Taxes - Discounts	(301,000)	(301,000)	(277,020)	23,980
Discretionary Sales Surtaxes	605,400	605,400	-	(605,400)
FPL Franchise	487,100	487,100	603,991	116,891
Gas	82,000	82,000	105,701	23,701
Solid Waste	42,300	42,300	64,896	22,596
Electricity	621,400	621,400	820,772	199,372
Water	198,900	198,900	192,454	(6,446)
Gas	182,500	182,500	202,859	20,359
Communication Services Taxes	159,800	159,800	195,085	35,285
Occupational Licenses	37,300	37,300	55,933	18,633
Building Permits	-	-	4,398	4,398
Building Permits - Surcharge	-	-	11	11
Building Permits - Admin Fee	99,200	99,200	108,008	8,808
Engineering Permits	-	-	1,804	1,804
Planning & Zoning Permits	-	-	2,500	2,500
State Revenue Sharing Proceeds	102,800	102,800	101,338	(1,462)
Alcoholic Beverage License	1,100	1,100	-	(1,100)
Other Public Safety Chrgs/Fees	9,400	9,400	12,769	3,369
Garbage/Solid Waste Revenue	233,400	233,400	464,114	230,714
Penalties	-	-	204	204
Other Operating Revenues	10,200	10,200	10,782	582
Special Events	-	-	14,350	14,350
Event Sponsors	-	-	52,482	52,482
Judgements and Fines	-	-	2,226	2,226
Interest - Tax Collector	-	-	7,846	7,846
Special Assmnts- Tax Collector	948,700	948,700	948,878	178
Special Assmnts- Delinquent	-	-	605	605
Special Assmnts- Discounts	(37,900)	(37,900)	(35,643)	2,257
Donations	-	-	3,000	3,000
Other Miscellaneous Revenues	-	-	2,335	2,335
Lien Search Fee	12,500	12,500	13,965	1,465
TOTAL REVENUES	**11,020,830**	**11,020,830**	**11,489,724**	**468,894**

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
EXPENDITURES				
Legislative				
Mayor/Council Stipend	60,000	60,000	60,000	-
FICA Taxes	4,600	4,600	4,590	10
ProfServ-Legislative Expense	75,000	75,000	48,417	26,583
Telephone, Cable & Internet Service	4,700	4,700	6,201	(1,501)
Lease - Building	176,000	176,000	6,000	170,000
Public Officials Insurance	5,500	5,500	4,662	838
Misc-Event Expense	254,000	254,000	285,732	(31,732)
Council Expenses	80,000	80,000	67,726	12,274
Payroll Services	-	-	68	(68)
Dues, Licenses, Subscriptions	15,000	15,000	20,636	(5,636)
Total Legislative	674,800	674,800	504,032	170,768
City Manager				
Contracts-City Manager	258,500	258,500	261,267	(2,767)
Travel & Training	-	-	1,998	(1,998)
Misc-Public Relations	50,000	50,000	9,796	40,204
Office Supplies	12,200	12,200	3,088	9,112
Dues, Licenses, Subscriptions	2,700	2,700	1,383	1,317
Total City Manager	323,400	323,400	277,532	45,868
City Clerk				
ProfServ-Web Site Maintenance	7,600	7,600	3,558	4,042
Contracts-City Clerk	233,100	233,100	233,100	-
Postage and Freight	1,900	1,900	3,362	(1,462)
Printing	12,500	12,500	5,322	7,178
Legal Advertising	17,500	17,500	11,035	6,465
Miscellaneous Expenses	12,500	12,500	27,598	(15,098)
Office Supplies	2,900	2,900	5,735	(2,835)
Dues, Licenses, Subscriptions	35,600	35,600	27,513	8,087
Total City Clerk	323,600	323,600	317,223	6,377

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Finance				
Auditing Services	8,100	8,100	-	8,100
Contracts-Finance	108,100	108,100	108,100	-
Total Finance	116,200	116,200	108,100	8,100
Legal Counsel				
ProfServ-Legal Services	101,500	101,500	148,692	(47,192)
ProfServ-Legal Litigation	122,600	122,600	6,331	116,269
Total Legal Counsel	224,100	224,100	155,023	69,077
Other Administrative Services				
ProfServ-Info Technology	85,300	85,300	87,153	(1,853)
Contracts-Admin. Service	456,500	456,500	456,500	-
Misc-Assessment Collection Cost	9,500	9,500	2,929	6,571
General Government	150,000	150,000	-	150,000
Total Other Administrative Services	701,300	701,300	546,582	154,718
Facility Services				
Telephone, Cable & Internet Service	9,200	9,200	10,030	(830)
Lease - Building	25,000	25,000	-	25,000
Insurance (Liab,Auto,Property)	13,900	13,900	9,465	4,435
Miscellaneous Services	1,500	1,500	6,101	(4,601)
Cleaning Services	14,300	14,300	14,057	243
Principal-Capital Lease	16,700	16,700	25,723	(9,023)
Interest-Capital Lease	2,800	2,800	2,290	510
Total Facility Services	83,400	83,400	67,666	15,734
Community Services				
Contracts-Solid Waste	1,360,400	1,360,400	1,264,312	96,088
Contracts-Sheriff	1,398,600	1,398,600	1,289,308	109,292
Electricity	253,800	253,800	202,592	51,208
R&M-Community Maintenance	31,200	31,200	28,600	2,600
Operating Supplies	58,600	58,600	-	58,600
Roadway Services	13,600	13,600	19,646	(6,046)
Total Community Services	3,116,200	3,116,200	2,804,458	311,742

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Capital Expenditures & Projects				
Capital Improvements	50,000	50,000	-	50,000
Cap Outlay - Equipment	25,000	25,000	-	25,000
Total Capital Expenditures & Projects	75,000	75,000	-	75,000
Reserves				
Misc-Contingency	280,700	280,700	7,805	272,895
1st Quarter Operating Reserves	1,473,400	1,473,400	-	1,473,400
Reserve - Capital Projects	1,500,000	1,500,000	-	1,500,000
Total Reserves	3,254,100	3,254,100	7,805	3,246,295
TOTAL EXPENDITURES & RESERVES	**8,892,100**	**8,892,100**	**4,788,421**	**4,103,679**
Excess (deficiency) of revenues Over (under) expenditures	2,128,730	2,128,730	6,701,303	4,572,573
OTHER FINANCING SOURCES (USES)				
Grants/Donations-Other Sources	-	-	36,850	36,850
Grants and Aids	(50,000)	(50,000)	-	50,000
Contribution to (Use of) Fund Balance	2,078,730	-	-	-
TOTAL FINANCING SOURCES (USES)	**2,028,730**	**(50,000)**	**36,850**	**86,850**
Net change in fund balance	$ 2,078,730	$ 2,078,730	$ 6,738,153	$ 4,659,423
FUND BALANCE, BEGINNING (OCT 1, 2025)	**10,650,840**	**10,650,840**	**10,650,840**	
FUND BALANCE, ENDING	**$ 12,729,570**	**$ 12,729,570**	**$ 17,388,993**	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ -	$ -	$ 40,526	$ 40,526
Dividends	-	-	113,656	113,656
Donations	300,000	300,000	919,315	619,315
TOTAL REVENUES	**300,000**	**300,000**	**1,073,497**	**773,497**
EXPENDITURES				
Housing Assistance Program Manager				
Contracts - Housing Assistance Program Manager	-	-	90,773	(90,773)
Total Housing Assistance Program Manager	-	-	90,773	(90,773)
Other Administrative Services				
Bank Fees	-	-	176	(176)
Education / Training	-	-	464	(464)
Total Other Administrative Services	-	-	640	(640)
Physical Environment				
Software	-	-	4,000	(4,000)
Software License Fees & Renewals	-	-	9,000	(9,000)
Total Physical Environment	-	-	13,000	(13,000)
Public Assistance				
Misc-Admin Fee (%)	21,000	21,000	-	21,000
Assistance Program	279,000	279,000	211,581	67,419
Total Public Assistance	300,000	300,000	211,581	88,419
TOTAL EXPENDITURES	**300,000**	**300,000**	**315,994**	**(15,994)**
Excess (deficiency) of revenues Over (under) expenditures	-	-	757,503	757,503
Net change in fund balance	$ -	$ -	$ 757,503	$ 757,503
FUND BALANCE, BEGINNING (OCT 1, 2025)	**6,263,703**	**6,263,703**	**6,263,703**	
FUND BALANCE, ENDING	**$ 6,263,703**	**$ 6,263,703**	**$ 7,021,206**	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ -	$ -	$ -	$ -
Building Permits	2,268,800	2,268,800	726,349	(1,542,451)
Reinspection Fees	-	-	100	100
Building Permits - Surcharge	6,000	6,000	5,137	(863)
Other Building Permit Fees	30,000	30,000	82,650	52,650
Building Permits - Admin Fee	147,100	147,100	152,872	5,772
Engineering Permits	261,200	261,200	593,126	331,926
Planning & Zoning Permits	336,800	336,800	70,482	(266,318)
TOTAL REVENUES	**3,049,900**	**3,049,900**	**1,630,716**	**(1,419,184)**
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	261,200	261,200	524,052	(262,852)
ProfServ-Info Technology	327,400	327,400	203,934	123,466
ProfServ-Legal Services	42,300	42,300	10,290	32,010
ProfServ-Planning/Zoning Board	336,800	336,800	326,343	10,457
ProfServ-Compliance Service	186,500	186,500	185,760	740
ProfServ-Building Permits	1,738,800	1,738,800	1,313,919	424,881
Special Magistrate	30,000	30,000	-	30,000
Telephone, Cable & Internet Service	5,300	5,300	3,900	1,400
Lease - Building	24,000	24,000	-	24,000
Printing	1,000	1,000	-	1,000
Miscellaneous Services	3,000	3,000	3,172	(172)
Misc-Admin Fee (%)	33,800	33,800	33,800	-
Billing Service Fees	41,200	41,200	21,791	19,409
Office Supplies	900	900	95	805
Cleaning Services	12,800	12,800	14,484	(1,684)
Principal-Capital Lease	4,200	4,200	505	3,695
Interest-Capital Lease	700	700	74	626
Total Comprehensive Planning	3,049,900	3,049,900	2,642,119	407,781
TOTAL EXPENDITURES	**3,049,900**	**3,049,900**	**2,642,119**	**407,781**
Excess (deficiency) of revenues Over (under) expenditures	-	-	(1,011,403)	(1,011,403)
Net change in fund balance	$ -	$ -	$ (1,011,403)	$ (1,011,403)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**(2,335,411)**	**(2,335,411)**	**(2,335,411)**	
FUND BALANCE, ENDING	**$ (2,335,411)**	**$ (2,335,411)**	**$ (3,346,814)**	

City of Westlake

Supporting Schedule

September 30, 2026

Cash and Investment Report

September 30, 2026

GENERAL FUND

Account Name	Bank Name	Investment Type	Yield	Balance
Checking Account - Operating	BankUnited	Checking Account	n/a	$2,262,920
Money Market	BankUnited	MMA	3.37%	$12,809,098
			Subtotal	**$15,072,018**

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	3.37%	$963,505
Government Checking	Valley Bank	Checking Account	3.56%	$73,047
Brokerage Account	Valley Bank	Government Fund Class A	3.34%	$2,673,151
			Subtotal	**$3,709,703**
			Total	**$18,781,721**

File Attachments for Item:

B. Proclamation 2026-22 - Veterans Day

Proclamation

IN HONOR AND RECOGNITION OF VETERANS DAY

WHEREAS, Veterans Day is observed annually on November 11 to honor the brave men and women who have served in the United States Armed Forces, recognizing their courage, patriotism, and unwavering commitment to protecting our nation and preserving our freedoms; and

WHEREAS, throughout our nation's history, generations of courageous men and women have answered the call to serve, demonstrating extraordinary bravery, selflessness, and dedication in defense of our country and the principles upon which it was founded; and

WHEREAS, the freedoms we enjoy as Americans have been safeguarded through the sacrifices of our Veterans and their families, whose service and devotion reflect the highest ideals of duty, honor, and country; and

WHEREAS, the City of Westlake proudly recognizes the Veterans within our community and throughout our nation, whose courage, sacrifice, and continued contributions serve as an inspiration to present and future generations.

NOW, THEREFORE, I, JOHNPAUL O'CONNOR, MAYOR OF THE CITY OF WESTLAKE, FLORIDA, on behalf of the City Council and the residents of the City of Westlake, do hereby proclaim November 11, 2026, as VETERANS DAY in the City of Westlake, extending our heartfelt gratitude and appreciation to all Veterans for their honorable service and sacrifice.

FURTHER, I encourage all residents to join in honoring our nation's Veterans and recognizing their invaluable contributions to our country and communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 10th day of November 2026.

_____

JohnPaul O'Connor, Mayor

ATTEST:

_____

Zoie P. Burgess, CMC
City Clerk

File Attachments for Item:

C. Proclamation 2026-23 - Honoring Marcia Andrews

Proclamation

HONORING MARCIA ANDREWS

In Recognition of 51 Years of Dedicated Service to Education and the Community

WHEREAS, Marcia Andrews has devoted 51 years to serving public education in Palm Beach County, including 16 years as the District 6 Representative on the Palm Beach County School Board, demonstrating an unwavering commitment to students, educators, and families; and

WHEREAS, throughout her remarkable career, Mrs. Andrews has served as a teacher, assistant principal, principal, director, and chief human resources officer, dedicating her professional life to advancing educational opportunities and student achievement; and

WHEREAS, since her election to the School Board in 2010, Mrs. Andrews has been a dedicated advocate for western Palm Beach County communities, championing educational excellence, school improvements, and stronger partnerships between schools and families; and

WHEREAS, her leadership has extended beyond Palm Beach County through her service as Chair of the Council of the Great City Schools, where she advocated for public education and student success on a national level; and

WHEREAS, Mrs. Andrews' dedication to mentorship, community involvement, and public service has left a lasting impact on countless students, families, and educators throughout Palm Beach County; and

WHEREAS, as she prepares to retire, the City of Westlake proudly recognizes Mrs. Andrews for her extraordinary service, compassionate leadership, and invaluable contributions to education and our community.

NOW, THEREFORE, I, JohnPaul O'Connor, Mayor of the City of Westlake, Florida, on behalf of the City Council and our residents, do hereby recognize and honor: MARCIA ANDREWS for her 51 years of exemplary service to public education and extend our heartfelt gratitude and best wishes for a fulfilling and well-deserved retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 10th day of November 2026.

_____
JohnPaul O'Connor, Mayor

ATTEST:

_____
Zoie P. Burgess, CMC, City Clerk

File Attachments for Item:

A. MSP-2026-07: Master Sign Plan for Mavis Tires & Brakes at Publix at Westlake Plaza, Parcel A, including one wall sign on the south building elevation and the previously approved monument sign.

Submitted By: Planning and Zoning

Meeting Agenda Item Coversheet

MEETING DATE:	11/10/2026	**Submitted By:** Planning and Zoning			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**MSP-2026-07:** Master Sign Plan for Mavis Tires & Brakes at Publix at Westlake Plaza, Parcel A, including one wall sign on the south building elevation and the previously approved monument sign.				
STAFF RECOMMENDATION: (MOTION READY)	**Motion to Approve** MSP-2026-07– Master Sign Plan for Mavis Tires & Brakes at Publix at Westlake Plaza, Parcel A.				
SUMMARY *and/or* JUSTIFICATION:	Bohler Engineering, acting as agent for the property owner, requests approval of a Master Sign Plan for Mavis Tires & Brakes at Publix at Westlake Plaza, Parcel A. The proposal includes one wall sign on the south building elevation and incorporates the monument sign previously approved on December 14, 2020, under MSP-2020-02. Section 113-8 of the City's Code requires all commercial developments, multi-tenant buildings, and planned developments located within the City to submit and obtain approval of a Master Sign Plan. Approval of the Master Sign Plan is required prior to the issuance of any sign building permit.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:	X	**PROCLAMATION:**		
	EXHIBIT(S):	X	**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Staff Report Application Justification Statement Master Sign Plan LOA letter Boundary Survey				
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***					
FISCAL IMPACT *(if any):*			$		

City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 11/10/2026

PETITION DESCRIPTION

PETITION NUMBER: MSP-2026-07 Mavis Tires & Brakes *(Publix at Westlake Plaza - Parcel A)*

OWNER: PUBLIX SUPER MARKETS INC

APPLICANT: Bohler Engineering

ADDRESS: 16725 Persimmon Blvd. West Westlake, FL 33470

PCN: Portion of 77-40-43-01-24-001-0000

REQUEST:

The applicant is requesting approval of a Master Sign Plan for Mavis Tires & Brakes, located on Parcel A within Publix at Westlake Plaza. The proposed Master Sign Plan includes one (1) wall sign on the south elevation of the building and incorporates the monument sign previously approved under MSP-2020-02.

SUMMARY

The applicant, Bohler Engineering, acting as agent for the property owner, is requesting approval of a Master Sign Plan for Mavis Tires & Brakes, located on Parcel A within Publix at Westlake Plaza. The proposed Master Sign Plan includes one (1) wall sign on the south elevation of the building and incorporates the monument sign previously approved on December 14, 2020, under MSP-2020-02, pursuant to Resolution 2020-39.

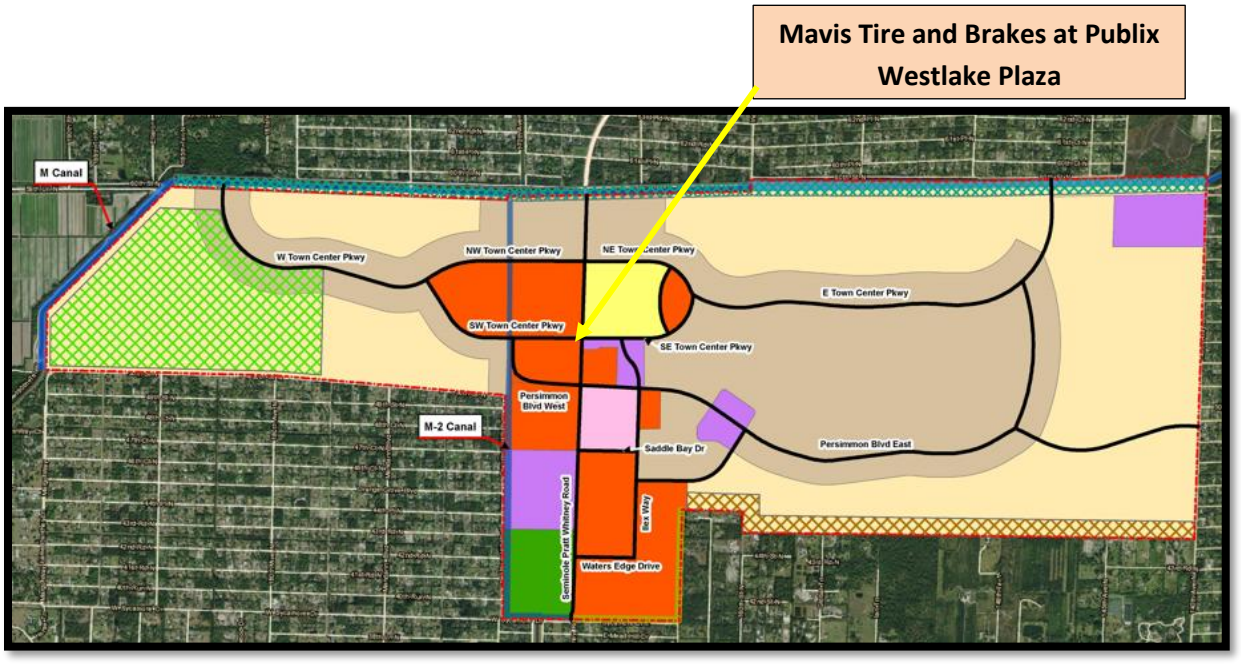
Pursuant to Section 113-8 of the City's Code, commercial developments, multi-tenant buildings, and planned developments must obtain Master Sign Plan approval prior to the issuance of any sign building permit.

STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the **Planning and Zoning and Engineering Departments** have no objections to the above-mentioned application.

PETITION FACTS

a. Total Gross Site Area: 1.11 acres (Outparcel A)
b. Building Data: 5,636 sq.ft Mavis Tires and Brakes
c. Land Use and Zoning
   Existing Land Use: Vacant
   Future Land Use: Downtown Mixed Use
   Zoning: Mixed Use



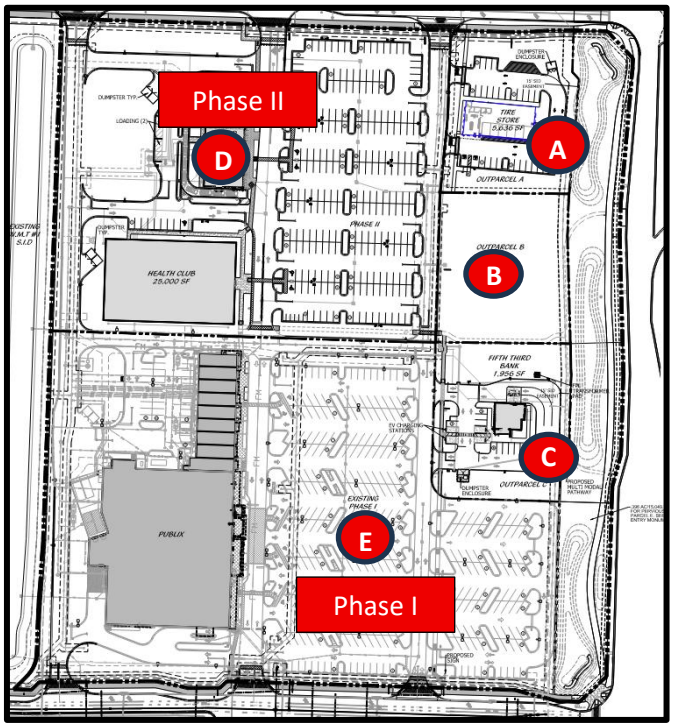
BACKGROUND

The subject application requests Master Sign Plan approval for Mavis Tires & Brakes on Parcel A, an approximately 1.11-acre outparcel within the larger 20.321-acre Publix at Westlake Plaza development. The overall development was originally approved by the City Council on November 9, 2020, under the original Master Plan of Pod G South, known as Publix at Westlake Plaza (Resolution 2020-03).

- On November 9, 2020, the City Council also approved a concurrent site plan application for Publix Grocery Store Phase One located in Parcel E (Resolution 2020-34). Phase One is now constructed containing 48,367 sq. ft Publix grocery store with a drive through pharmacy and a 1,400 sq. ft. liquor store and included an attached 9,600 sq. ft. inline retail/office/medical building; and a plaza landscaping plan in the Mixed Use Zoning District.
- On January 8, 2024, the City Council approved to relocate previously approved outparcel uses and include Phase Two at Westlake Plaza (Parcel D). Parcel C and Parcel B were amended to include uses as shown below.

January 8, 2024, master plan approval

Parcel A
1.11 acres-with a 5,750 Sq.Ft Retail (Tire Store) *(Approved on 01/08/2024)*
Parcel B
1.05 acres-with a 4,000 Sq. Ft. Fast Food with Drive Thru
Parcel C Completed
1.12 acres- with a 5,500 Sq. Ft. Bank with Drive Thru
Parcel D (Phase Two) Completed
6.45 acres- with 25,000 Sq. Ft. Physical Fitness, Massage Therapy & Spa; 6,000 Sq. Ft. inline retail/office/medical building; 3,024 Sq. Ft. Fast Food with Drive Through
Parcel E (Phase One) Completed
8.72 acres- with a 48,367 sq. ft Publix grocery store with a drive thru pharmacy and a 1,400 sq. ft. liquor store; and, 9,600 sq. ft. inline retail/office/medical building



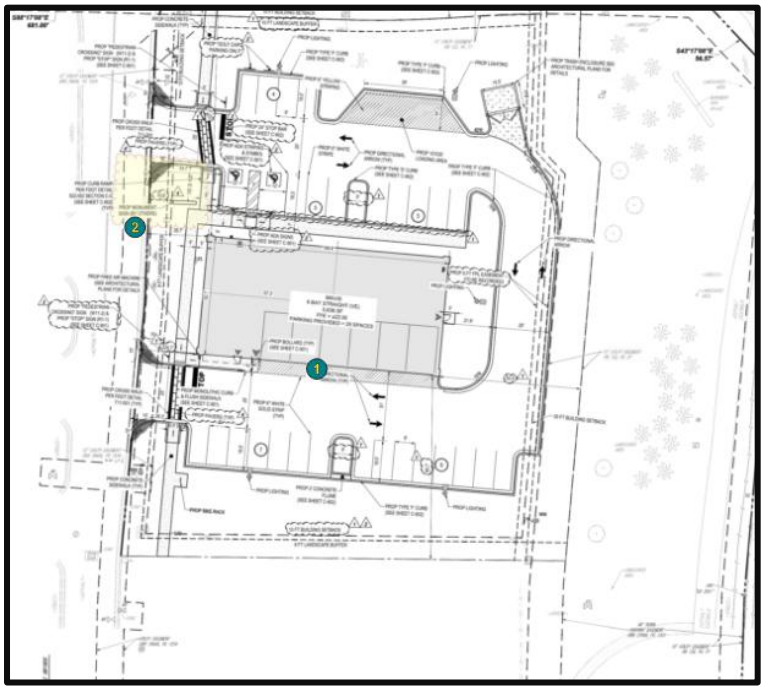
- On June 6, 2024, the City Council approved a bank drive-through with a 1,956-square-foot building and dual drive-through lanes on Parcel C, subject to two conditions of approval.
- On May 8, 2025, Parcel D received approval for a Minor Site Plan Modification to remove the electric vehicle (EV) charging stations.
- On September 24, 2025, Parcel D received approval for a Minor Site Plan Modification to remove one (1) handicap parking space on the north side of the Planet Fitness building.
- On January 6, 2026, the City Council postponed SPR-2025-04 per applicant requested to the February 3rd, 2026 City Council meeting.
- On February 3, 2026, the City Council approved SPR-2025-04 for a 5,636-square-foot motor vehicle repair building with six service bays.

STAFF ANALYSIS
The applicant is requesting approval of a Master Sign Plan for Mavis Tires & Brakes, a 5,636-square-foot motor vehicle repair facility with six service bays, located on Parcel A within Publix at Westlake Plaza development, west of Seminole Pratt Whitney Road. The proposed Master Sign Plan includes one (1) wall sign on the south elevation of the building and incorporates the monument sign previously approved on December 14, 2020, under MSP-2020-02, pursuant to Resolution 2020-39.

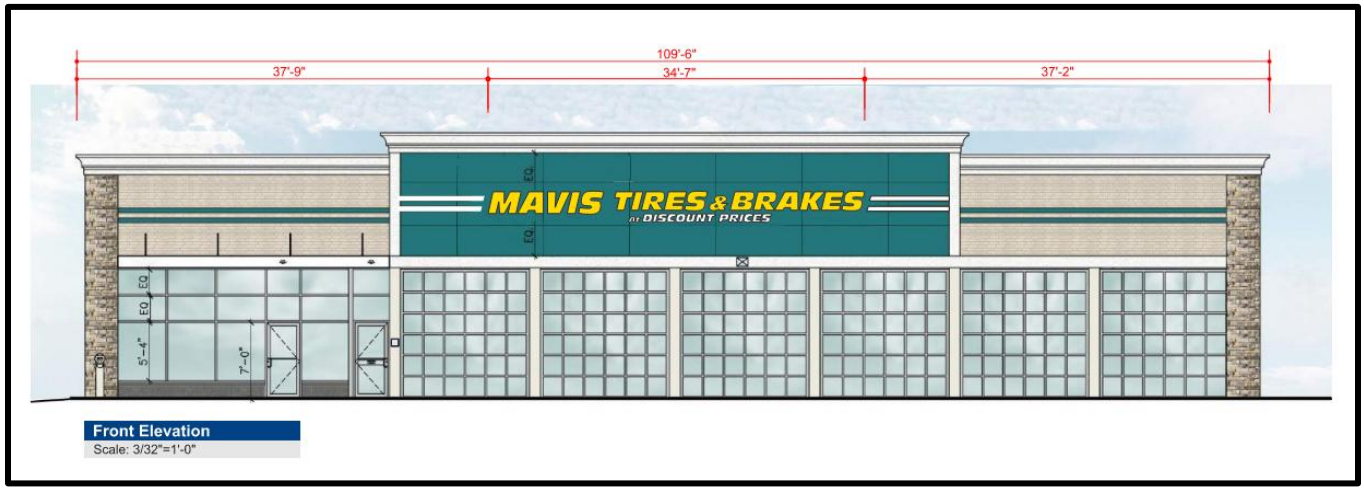
The proposed wall sign consists of internally illuminated channel letters and a tagline, with a total sign area of 87.70 square feet. Its placement and scale complement the building's architectural features and provide business identification. The monument sign provides identification at the site entrance and incorporates colors and materials compatible with the surrounding commercial development.

The proposed signage is compatible with the commercial character of Publix at Westlake Plaza. Based on the submitted plans, the signage is not anticipated to obstruct pedestrian or vehicular circulation or adversely affect traffic visibility. The proposed Master Sign Plan is consistent with the general intent and purpose of Chapter 113, Signs.

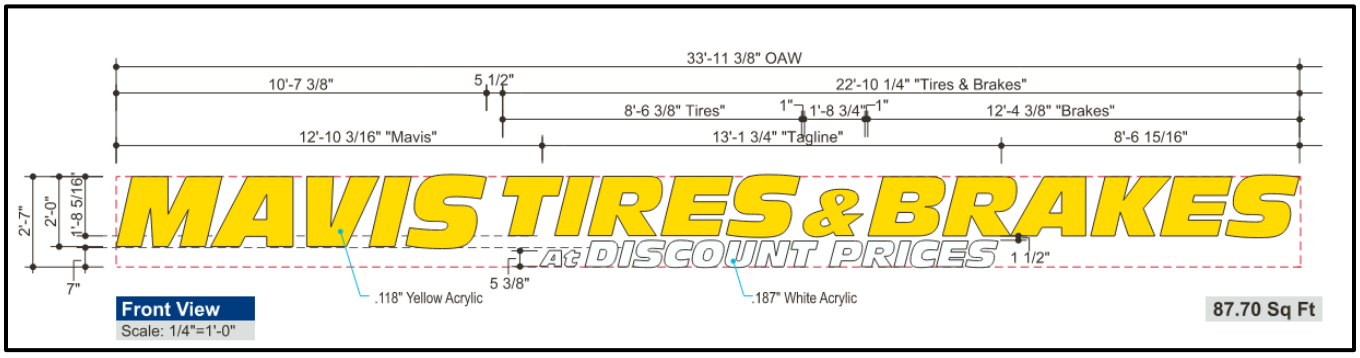
Proposed Signs Location



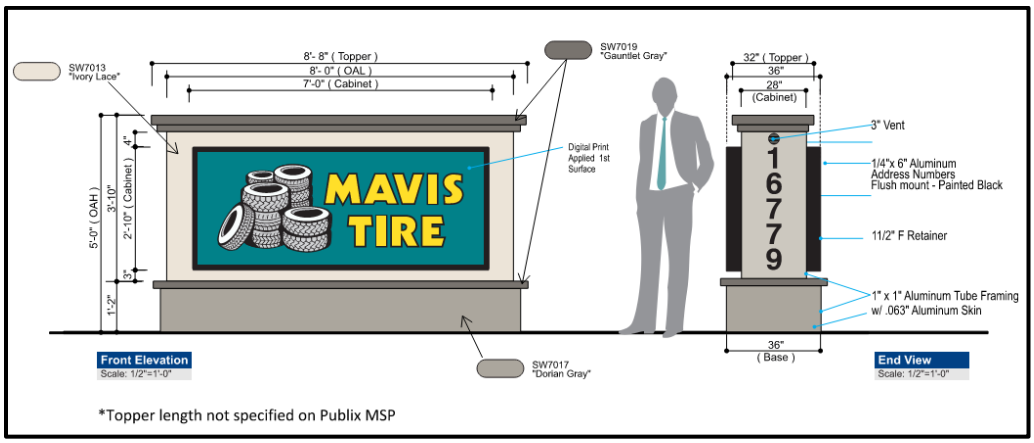
Proposed Wall Sign on the South Elevation



Proposed Wall Sign



Previously Approved Monument Sign



FINAL REMARKS

MSP-2026-07 will be heard by the City Council on November 10, 2026. The public hearing was advertised in compliance with the City's code requirement. Based upon the facts and findings contained herein, the Planning and Zoning and Engineering Departments have no objections to the above-mentioned application.

3/9/22b

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

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

APPLICATION FOR MASTER SIGNAGE PLAN

CITY COUNCIL MEETING DATE: _____

*The **City Council** meets on **the second Monday of the month at 6:30 p.m.**, in the Westlake City Council Chambers, located at 4005 Seminole Pratt Whitney Road.*

See page 3 for review process and submittal deadline.

INSTRUCTIONS TO APPLICANTS:

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

I. PROJECT DESCRIPTION AND APPLICANT INFORMATION

PROJECT NAME: Mavis - Loxahatchee (MSP-2026-07)

PROJECT ADDRESSS: 16775 Persimmon Blvd, Westlake, FL 33470

DESCRIPTION OF PROJECT: Development of a +/- 5,636 sf tire service center and accompanying onsite infrastructure

Estimated Project Cost: _____

Property Control Number (PCN): 77-40-43-01-24-001-0000

Section/Township/Range: 77 / 40 / 43

Property Owner(s) of Record (Developer) Publix Super Markets, Inc.

Address: 330 Publix Corporate Pkwy, Lakeland, FL 33811-3311

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

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

Name: Bohler Engineering FL, LLC

Address: 600 N Westshore Blvd, Suite 950, Tampa, FL 33609

Phone No.: 813-812-4100 Fax No.: _____ E-mail Address: fl-permits@bohlereng.com

II. LAND USE & ZONING

A) ZONING DISTRICT Mixed Use **B) FUTURE LAND USE DESIGNATION** _____

C) EXISTING USE(S) Vacant

D) PROPOSED USE(S) Tire Service Center

III. ADJACENT PROPERTIES

	EXISTING USE(S)	FUTURE LAND USE DESIGNATION	ZONING DISTRICT
SUBJECT PROPERTY	Vacant	Downtown Mixed Use	Mixed Use
NORTH	ROW	Downtown Mixed Use	Mixed Use
SOUTH	Vacant	Downtown Mixed Use	Mixed Use
EAST	ROW	Downtown Mixed Use	Mixed Use
WEST	Vacant	Downtown Mixed Use	Mixed Use

IV. OWNER AND APPLICANT/AGENT ACKNOWLEDGEMENT AND CONSENT

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

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

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

Publix Super Markets, Inc.	Bohler Engineering FL, LLC
Owner's Name (please print)	Applicant/Agent's Name (please print)
William W Rayburn, IV	
Owner's Signature as VP RE Assets	Applicant/Agent's Signature
09-22-2026	9/23/2026
Date	Date

V. APPLICATION FEES

See City of Westlake Fee Schedule

VI. ADMINISTRATIVE COSTS

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

William W Rayburn, IV	9-22-2026
Owner's Signature to Acknowledge As VP RE Assets	**Date**

VII. SUBMITTAL REQUIREMENTS

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

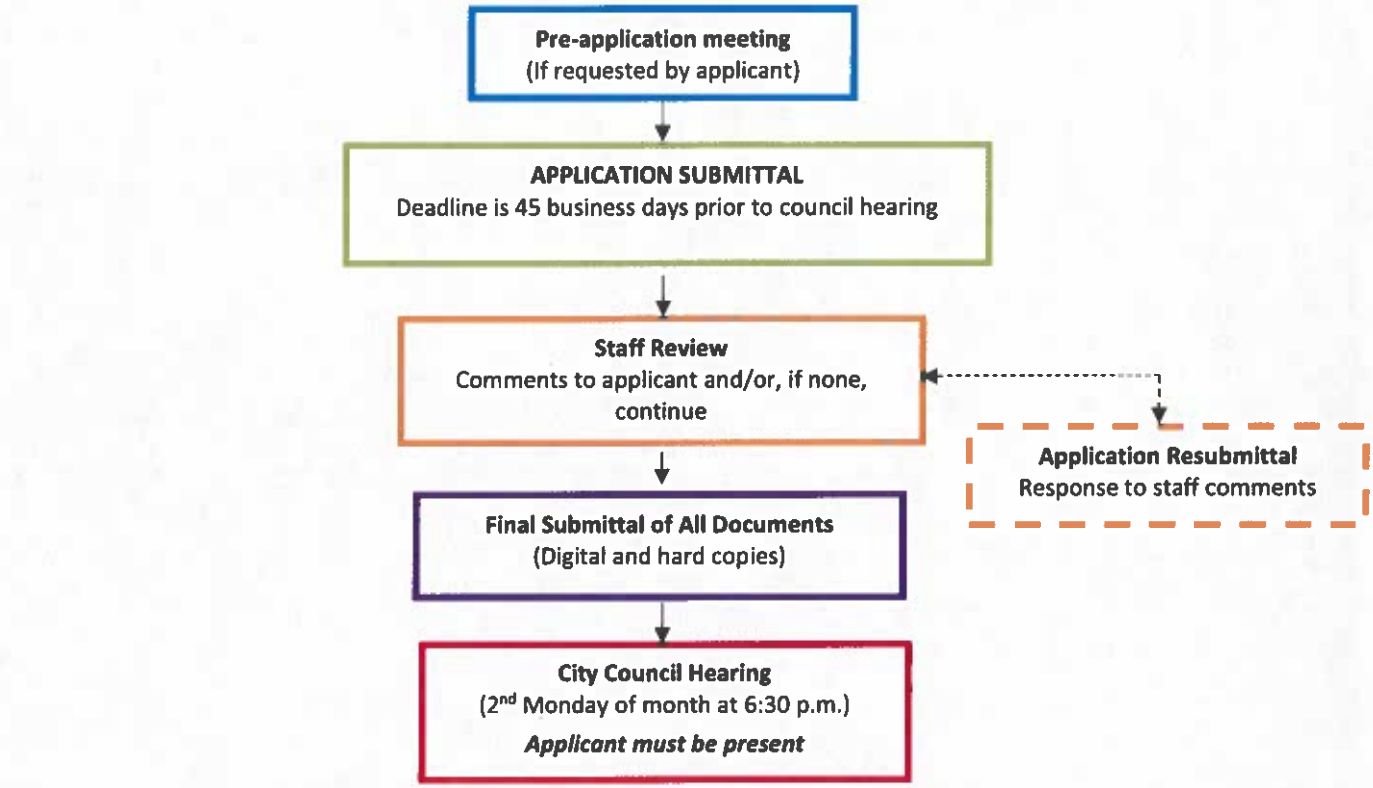
1) ***Complete signed application form as provided by the City and all required fees and costs.***

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

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

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

VIII. REVIEW PROCESS



IX. APPLICATION REQUIREMENTS FOR PERMANENT SIGNS

[See Page 7 for Temporary Pole-Mounted Banners]

Pursuant to Chapter 6, Section 6.9

Section 6.9 Master Signage Plan. The City Council, at the time of development order or site plan approval or amendment, may waive one or more of the requirements of this chapter as part of a master sign plan. A master sign plan may be considered for two or more signs.

(A) The City Council may vary the size, setback requirements, number, and type of signs as part of a master sign plan application, provided the City Council determines an application complies with the general intent and purpose of Chapter 6.

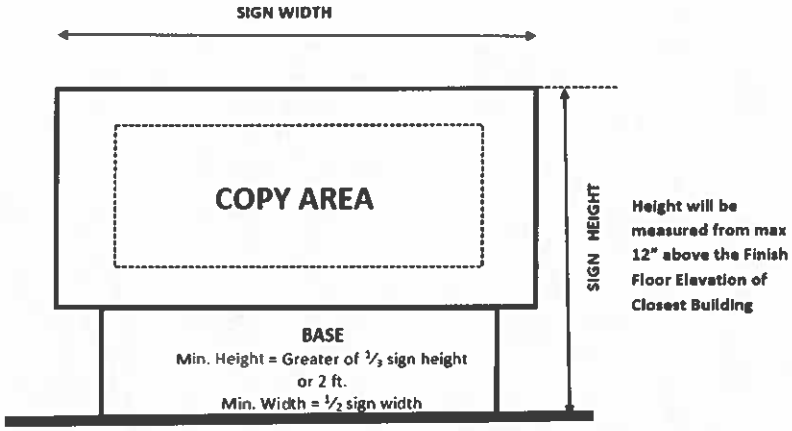
(B) The Planning and Zoning Director may require any development order application for a PD, Civic, or conditional use application to include an overall Master Signage Plan. It shall not be a requirement to know all tenants at the time of submittal of the Master Signage Plan.

(C) The master signage plan shall indicate location, number, size, font, color, type of sign, landscaping, and illumination of proposed sign(s). The Master Signage Plan shall be guided by the purpose and intent section of Chapter 6. Application for a master signage plan shall include the following:

(1) An overall plan identifying location of all proposed signs on the parcel, except window signs. The location of window signs may be included, but it is not mandatory.

(2) The layout of all proposed signs including:

(a) Elevations plans drawn to scale and depicting all permanent signs placed or to be placed on the building on the parcel.



(b) A plan, drawn to scale, indicating the location of all permanent freestanding signs erected or to be erected on the parcel, including setbacks; depicting the sign type, dimensions, color, style, material, and copy area; and the method of supporting the signs;

(c) For signs providing for more than one (1) occupant, the amount of sign area allocated for each occupant shall be indicated.

(d) The types of illumination to be used for each type of sign.

(e) Method of attachment for all signs placed or to be placed on the building or the parcel.

(3) A calculation of copy area for each individual sign.

(4) The placement of signs on the building(s) .

(5) A deviation table on drawing identifying deviations from the requirements of Chapter 6.

(D) Once the Master Signage Plan has been approved for a parcel, the criteria shall apply to the entire parcel shown on the master signage plan, as well as to each individual owner or occupant, and shall remain as long as the building(s) exist, regardless of change of ownership, management, or occupancy. No permanent sign permit shall be issued contrary to the master signage plan unless a new master signage plan has been submitted and approved by the Planning and Zoning department and/or City Council as applicable. When renovations to existing buildings include changes to an existing master site plan, all signage must meet the requirements of the amended master plan within one (1) year after the issuance of the first certificate of occupancy for the renovations.

X. MASTER SIGNAGE PLAN REQUIREMENTS CHECKLIST

☒	**Site Plan showing location and setbacks for each ground sign**
	Signage Package
☒	**Graphic showing type and location of *all* signs including ground signs, wall signs, directional signs, etc.**
☒	**Sign Specifications**
☐	Material
☐	Colors
☐	Dimensions including depth
☐	Mounting
☐	Returns
☐	Trim Cap
☐	Illumination
☐	Power Supply
☒	**Elevation Plan for each type of sign**
☐	Type
☐	Number
☐	Location
☐	Setbacks
☐	Area and Dimensions of sign
☐	Material
☐	Method of Support/Attachment
☐	Color of sign face
☐	Color of returns
☐	Copy area color and dimensions
☐	Font Type
☐	Font Color
☐	Letter Height
☐	Logos/graphics
☐	Landscaping
☐	Number and dimensions of tenant panels
☐	Illumination

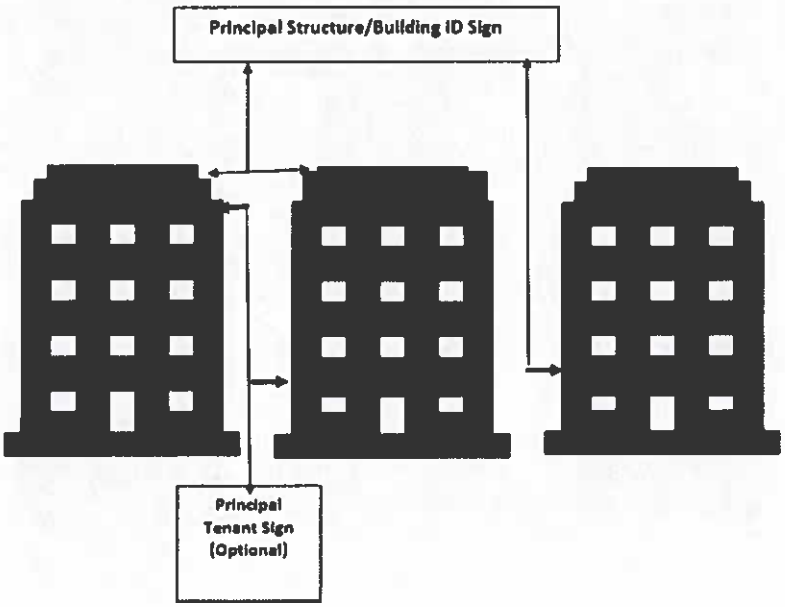
☐	Deviation Table on each drawing

☐	**Window Sign Elevation Drawing**
☐	Sign Location
☐	Sign Area
☐	Windowpane Area
☐	Letter Height
☐	Font Type
☐	Graphics
☐	**Summary Deviation Table (See example below)**

Please provide a summary deviation table listing each type of sign which deviates from required Code (see Chapter 6, Section 6.20), for which a waiver is requested as in the example below:

EXAMPLE SUMMARY DEVIATION TABLE

Sign Type	Code Requirement	Applicant Request	Deviation
Ground Sign for Commercial Building Within Pod	Height = 8'	Height: 17'	+ 9'
	Width = 12'	Width: 15'	+ 3'
	Sign Area = 120 sf.	Sign Area: 255 sf.	+135 sf.
	Copy Area = 60 sf.	Copy Area: 144 sf.	+ 84 sf.
	No. of Tenants = 6 Tenants	9 Tenants	+ 3 Tenants
	Base = 2' or 30% of sign height including base [30% x 8' = 2.64']	Base: 2.5'	-.14'
Wall Sign for Principal Structure or Building Identification or Principal Tenant [See illustration below]	Copy = 1 sign or message at 3' max letters	Copy: 2 lines with 2nd line of copy at 1' max letters.	2nd Line of Copy
	Total Sign Area = 90 sq. ft.	Sign Area: 92 sq. ft.	+ 2 sq. ft.
	One set of 2 signs [Principal Structure *or* Building name *and* Principal Tenant name]	2 sets of signs fronting ROW	+ 1 set of signs



XI. APPLICATION REQUIREMENTS FOR TEMPORARY POLE-MOUNTED BANNERS

Pursuant to Chapter 6, Section 6.43

Section 6.43 Criteria to Permit. Pole-mounted banners shall only be permitted in civic, commercial, or mixed-use zoned areas for the limited purpose of brand identification or as a holiday decoration, provided the following conditions are met:

(1) **Master Signage Plan Required.** A master signage plan approved by City Council is required for all pole-mounted banner programs, except those installed on city property by the city. Any additional pole-mounted banners, graphics, locations, or increase of sign square footage other than what has been previously approved by City Council requires a new miscellaneous plan review approval. As part of the application process, the applicant must complete a detailed sign program to include:

(a) A copy of a current site plan showing all the proposed locations where the pole- mounted banners are to be placed;

(b) The light pole detail upon which the pole-mounted banner is to be located;

(c) The pole-mounted banner's copy shall be limited to the name of the development, the development's logo, and the development's branding, which does not include any individual business name, tenant, or individual business' logo. Please provide graphic representation(s).

(d) All graphic designs, variations, and/or seasonal sets of the banners must be provided for City Council review and approval in accordance with the criteria set forth herein. City Council may prescribe specific time periods during which a particular seasonal set of banners may be displayed if approval of more than one (1) set of banners is sought by the applicant.

(2) **Requirements.** The program must satisfy the following requirements:

(a) Pole-mounted banners must be located on an existing light pole;

(b) One (1) pole-mounted banner per light pole may be permitted;

(c) Pole mounted banners on light poles shall be two-sided with the identical design on each side;

(d) Trees, palms, or shrubs shall not be pruned beyond the limits of the city codes or accepted maintenance standards in order to facilitate the placement of any banners;

(e) Banners shall not interfere or block any existing or future traffic or pedestrian controls or signage;

(f) Within twenty-four (24) hours of announcement of a tropical storm or hurricane watch by the National Hurricane Center, which places the city within the "3-day cone of probability" all pole-mounted banners shall be removed;

(g) The city may require the removal of any pole-mounted banner should the city find that the pole-mounted banner is in a state of disrepair or is not being maintained appropriately with respect to accepted maintenance standards (e.g., not faded, free from rips and tears, properly attached, un-tattered, and generally in a state of good repair). The applicant shall either remove or replace the banner within ten (10) calendar days of being noticed;

(h) All poles holding or supporting pole-mounted banners shall require a building permit in order to verify the safety and wind loads of the banners;

(i) Pole-mounted banners shall only be interior to a particular site or development and shall not be placed in an area immediately adjacent to a public right-of-way;

(j) Light poles with pole-mounted banners shall be a minimum of fifteen (15) feet from the property line.

(k) The minimum clearance of banners above the finished grade shall be eight (8) feet;

(l) Non-rectangular pole-mounted banners shall conform only to the maximum banner area criteria providing that a minimum clearance of eight (8) feet above the finished grade is maintained;

(m) Height limitation. A banner's highest point shall not exceed the highest point of the pole upon which it is mounted;

(n) Banner size:

Height of Light Pole	Maximum Banner Area	Maximum Dimensions
20 to 25 feet	21 square feet	3 feet width by 7 feet length
Less than 20 feet	4.5 square feet	1.5 feet width by 3 feet length

Please provide the following required information:

	Required	Provided
Minimum Light Pole Setback	Fifteen (15) feet from the property line	
Minimum clearance of banners above the finished grade	Eight (8) feet	
Light Pole Height	N/A	
Maximum Banner Area	Light pole <20' = 4.5 sq. ft. Light pole >20' = 21 sq. ft.	
Maximum Banner Size	Light pole <20' = 3' wide by 7' long Light pole >20' = 1.5' wide by 3' long	

XII. TEMPORARY POLE-MOUNTED BANNERS CHECKLIST

☐	Site Plan showing location of all the proposed locations where the pole-mounted banners are to be placed
☐	A light pole detail upon which pole-mounted banners are to be located
☐	Graphic representation of pole-mounted banners' copy

600 N Westshore Boulevard, Suite 950
Tampa, FL 33609
o. 813.812.4100

September 23, 2026

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

RE: **Justification Statement**
Project Name: Mavis Tire & Brakes – City of Westlake
Application No.: PL202600050 – Master Sign Plan
Subject Parcel ID: 77-40-43-01-24-001-0010

To whom it may concern,

On behalf of our client, Bohler Engineering FL, LLC is submitting this Master Sign permit application for the Mavis Tire & Brakes – City of Westlake project, located at 16775 Persimmon Boulevard West, Loxahatchee, FL 33470. There is currently an approved master sign plan permit (MSP 2020-02) for the Publix at Westlake Plaza that has been included in the submittal package. In addition, the proposed sign location has already been reviewed and approved by the City of Westlake under application SPR-2025-04. This application for the Mavis Tire & Brakes proposes the following signage (no deviations are being requested):

1. **Description of the property history and site conditions:**
   - This is an existing outparcel in the Publix at Westlake Paza, located at the corner of Town Center Parkway S & Seminole Pratt Whitney Road. The overall master development was existing designed with outparcels, this specific project is located on Parcel A.

2. **History of approvals on the property:**
   - Parcel A has the following approved permits and is currently under construction:
     - Land Development Permit: ENG-2025-16
     - Landscape Permit: LP-2025-06
     - Site Plan Permit: SPR-2025-04
     - SFWMD – App # 250606-53654
     - Palm Beach County Fire – 2479
     - Seminole Improvement District – PDU Permit – SID 2025.APP.016
     - Seminole Improvement District – Landscape & Irrigation – SID 2025.APP.018

3. **Statements addressing the special standards and criteria that may be required for the application:**
   - Providing sign plan for new building signage consisting of channel letters, including the “at discount prices” portion of the sign
   - Providing sign plan for custom monument sign pre-approved via Publix original Master Sign Plan (MSP-2020-02), design S23, S24, and S25 (individual ground sign). The Mavis logo was updated but the sign design and size remain the same.

4. **Statement of consistency with the comprehensive plan:**
    - The application for the master sign plan meets the current broad aesthetic and unified design goals for a zoned mixed use commercial zoning district. As shown in the previously approved Publix Master Sign Plan (MSP-2020-02).

5. **Statements concerning compliance with applicable LDRs:**
    - The proposed signage plan is consistent with the applicable LDRs.

Should you have any questions or would like to discuss the project at any time, please contact me at kdedrick@bohlereng.com or (813) 812-4100.

Sincerely,

BOHLER



Kayla Dedrick, PE
Project Manager

AUTHORIZATION

Publix Super Markets, Inc. ("Owner"), as the fee simple owner of the real property within which the below-described Premises lies, makes the following representations to the City of Westlake of Palm Beach County, Florida (the "AHJ"), as follows:

1. Owner is a party to that certain Lease Agreement dated February 3, 2025 (the "Lease") with Mavis Southeast, LLC ("Tenant") whereby Owner leases to Tenant certain premises (the "Premises") identified as outparcel "A" located in the Westlake Plaza shopping center, City of Westlake of Palm Beach County, Florida.

2. The Lease provides that Tenant, at Tenant's expense, may apply for permits for signage. Landlord grants Allen Industries whose mailing address is 7844 W. Central Ave. Toledo, OH 43617 permission to install the signage submitted for approval for the above-referenced Tenant, however, it must meet all applicable codes, and be UL approved.

3. The Lease also provides that Tenant shall not allow any liens to attach to Landlord's interest in the Premises. However, Tenant may execute Notices of Commencement pertaining to Tenant's leasehold interest in the Premises for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction of tenant improvements, by or on behalf of Tenant.

Therefore, Tenant is authorized to apply for and obtain permits for Tenant's improvements, including the execution and filing of Notices of Commencement pertaining to Tenant's leasehold interest for such improvements.

The AHJ shall be entitled to rely on this Authorization for three (3) months from the date hereof.

Dated this 27th day of August 2026.

PUBLIX SUPER MARKETS, INC.,
a Florida corporation

By: William W Rayburn, IV
William W. Rayburn, IV,
Vice President of Real Estate Assets

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of August, 2026 by William W. Rayburn, IV, as Vice President of Real Estate Assets of Publix Super Markets, Inc., a Florida corporation, on behalf of the corporation. Such person ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public

[SEAL]
VICKI BREKKE
Commission # HH 608727
Expires December 26, 2028

Vicki Brekke
Printed or Typed Name of Notary Public
Notary Public of the State of Florida
My Commission No.: _____
My Commission Expires: _____



Mavis Tire - # 2308

E29160
Westlake, FL
September 21, 2026

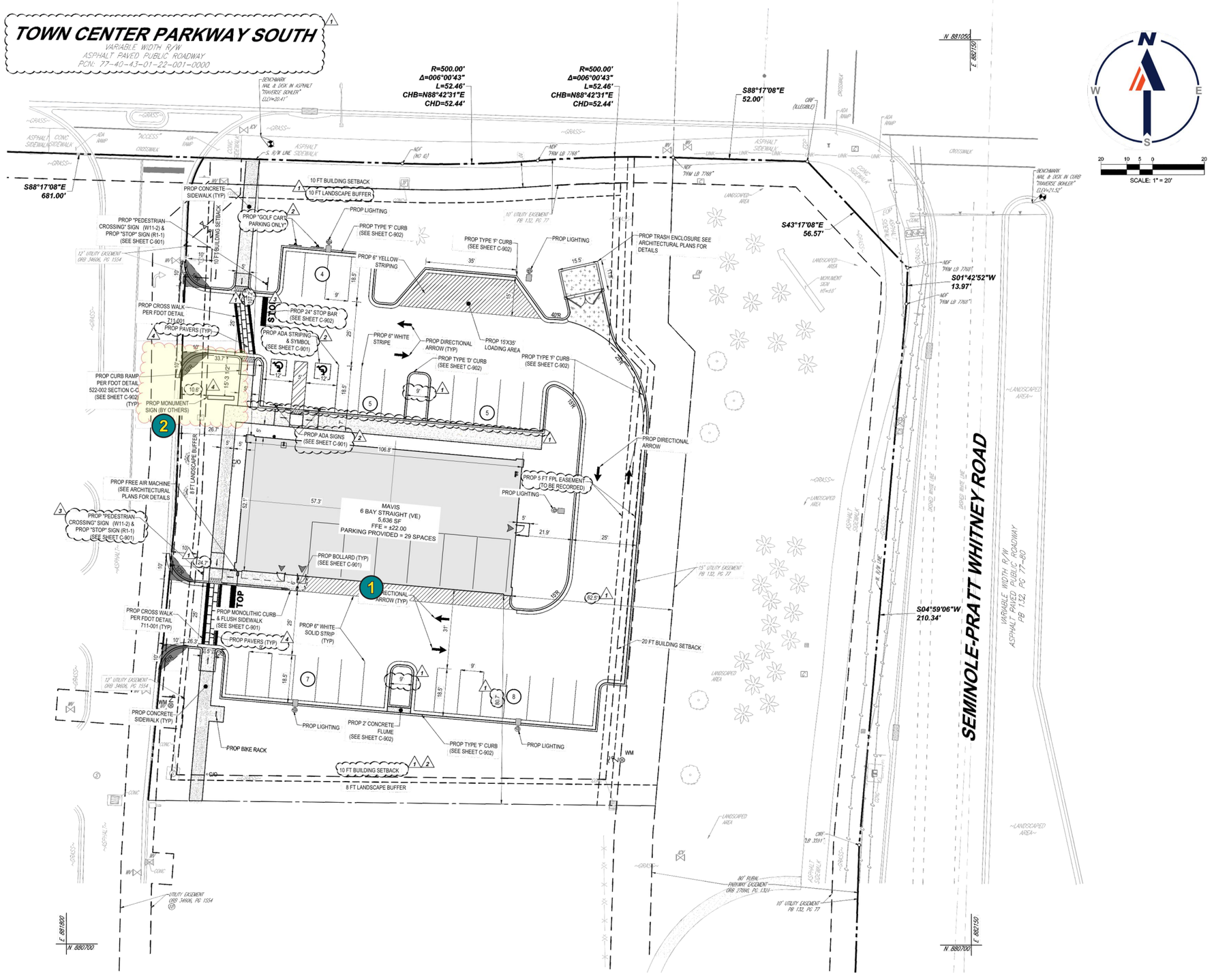
Allen Industries
YOUR BRAND AT ITS BEST™

1-800-967-2553
www.allenindustries.com

Customer Approval / Signature

Marcelo Nandi

Signature: 09/22/2026 **Date:**



Site Plan

Proposed

BUILDIING SIGNAGE

1 - 24 Channel Letters
16775 Persimmons Blvd.
Westlake, FL 33470

GENERAL SIGNAGE

2 - Custom - Monument Sign
16779 Persimmons Blvd.
Westlake, FL 33470

Allen Industries
YOUR BRAND AT ITS BEST™
1-800-967-2553
www.allenindustries.com

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Client:
Mavis Tire
 # 2308

Address:
16779 Persimmons Blvd. W
Westlake, FL 33470.

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	2 of 10

File Name:
MAV-E29160_Westlake, FL_202

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

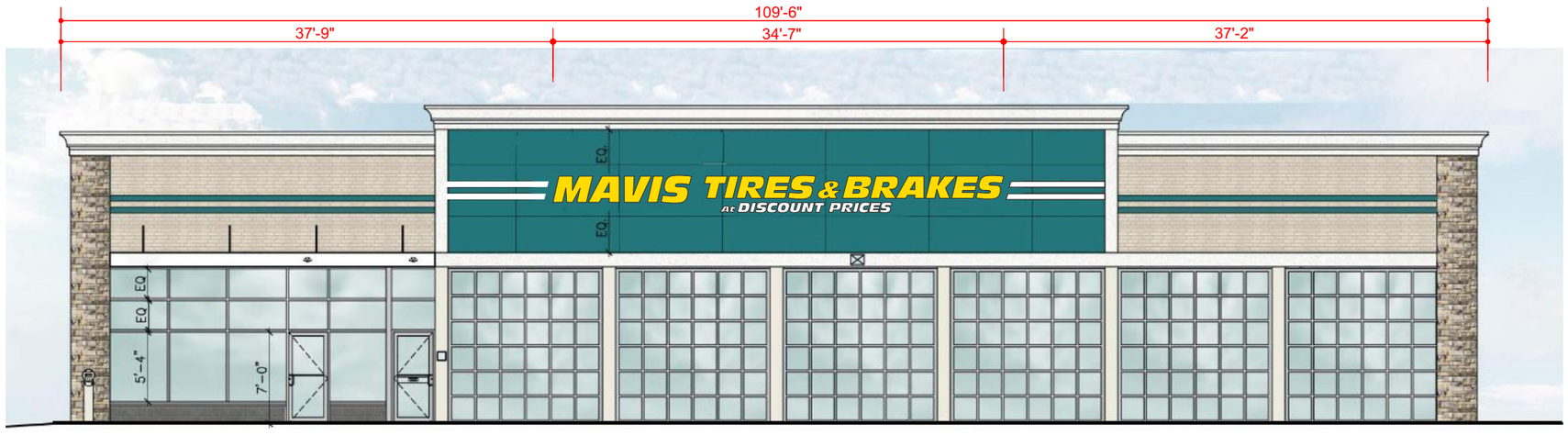
Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature:

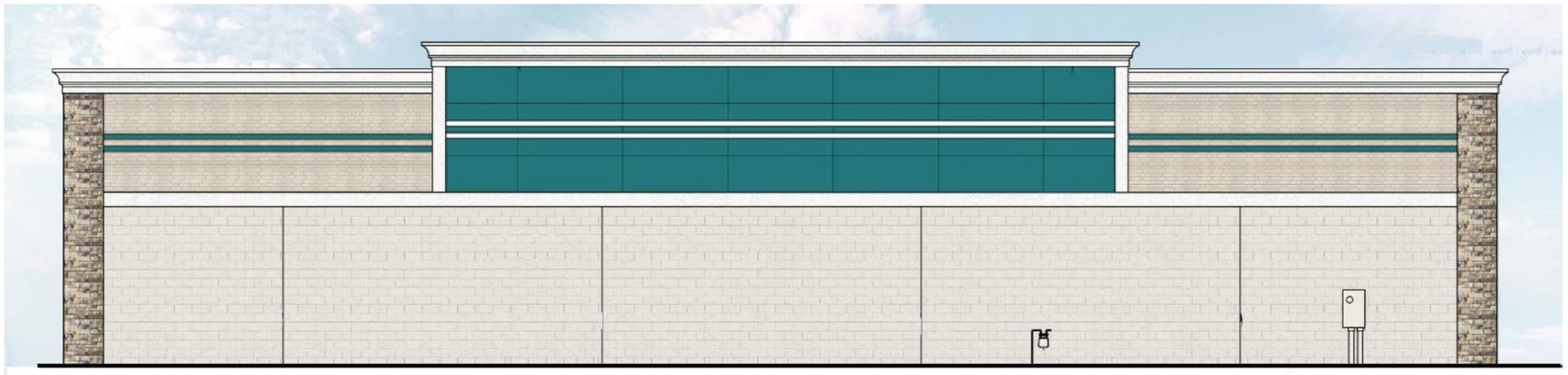
Approval Date:

Elevations

Proposed



Front Elevation
Scale: 3/32"=1'-0"



Rear Elevation
Scale: 3/32"=1'-0"

Allen Industries
YOUR BRAND AT ITS BEST™
1-800-967-2553
www.allenindustries.com

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Client:
Mavis Tire
 # 2308

Address:
16779 Persimmons Blvd. W
Westlake, FL 33470.

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	3 of 10

File Name:
MAV-E29160_Westlake, FL_202

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature:

Approval Date:

Proposed Graphics Note | Signage shown is representative only. Physical site survey is required to ensure proposed signage will fit in designated location and comply with local code.

Elevations

Proposed



Front Elevation
Scale: 3/32"=1'-0"



Rear Elevation
Scale: 3/32"=1'-0"

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Client:
Mavis Tire
 # 2308

Address:
16779 Persimmons Blvd. W
Westlake, FL 33470.

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	4 of 10

File Name: **MAV-E29160_Westlake, FL_202**

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

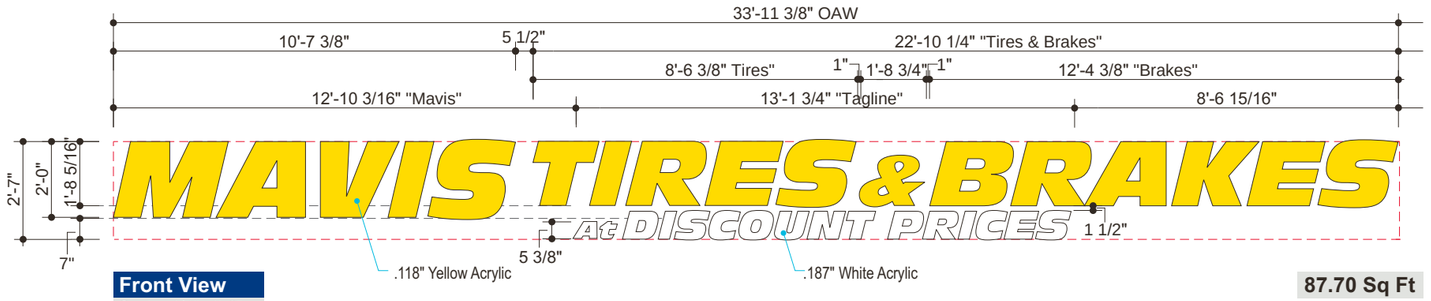
Client Review Status
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Client Signature:

Approval Date:

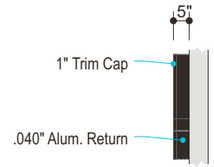
1 MAV-CL-03 - 24" Channel Letters w/ Tag Line Letters

DESIGN INTENT ONLY
Engineering Required to Determine Actual Production & Installation Requirements



Front View
Scale: 1/4"=1'-0"

87.70 Sq Ft

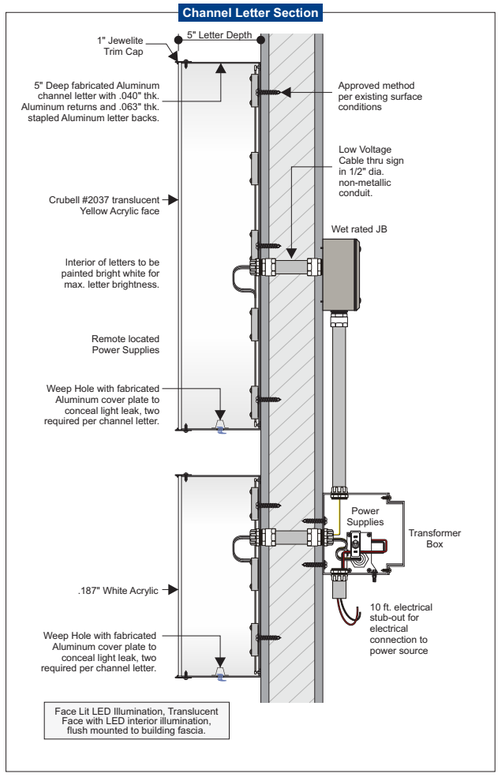


Side View
Scale: 1/4"=1'-0"



Night View
Scale: 1/4"=1'-0"

Channel Letter Section



General Specifications

Face:	MTB: .118" Curbell #2037 Yellow Acrylic - 1" Black Trim Cap Tagline: .187" White Acrylic - 1" Black Trim Cap
Returns:	5" x .040" Alum. Coil Stock - Black
Backs:	3mm ACM - White
Illum:	41K White LEDs as Required by Manufacturer, Remote Power Supplies
Electrical:	(1) 20 AMP Circuit, 120 Volts *Actual # of Circuits to be Determined by Licensed Electrical Contractor*
Wall Type:	**TBD**
Install:	min. 3/8" All Thread Fasteners (or approved equivalent) and Wood Blocking as Required
Quantity:	(1) ONE

Color Specifications

- #2037 Yellow Acrylic
- #7328 White Acrylic
- Trim Cap - Black
- Pre-Finished Coil Stock: Black

Allen Industries FILE NUMBER: E212503 | Listed (MET) E212503 | Electric Sign Complies with UL48 | THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF **ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE** AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | GROUNDED ELECTRICAL CONNECTIONS

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Client: **Mavis Tire # 2308**

Address: **16779 Persimmons Blvd. W Westlake, FL 33470.**

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	5 of 10

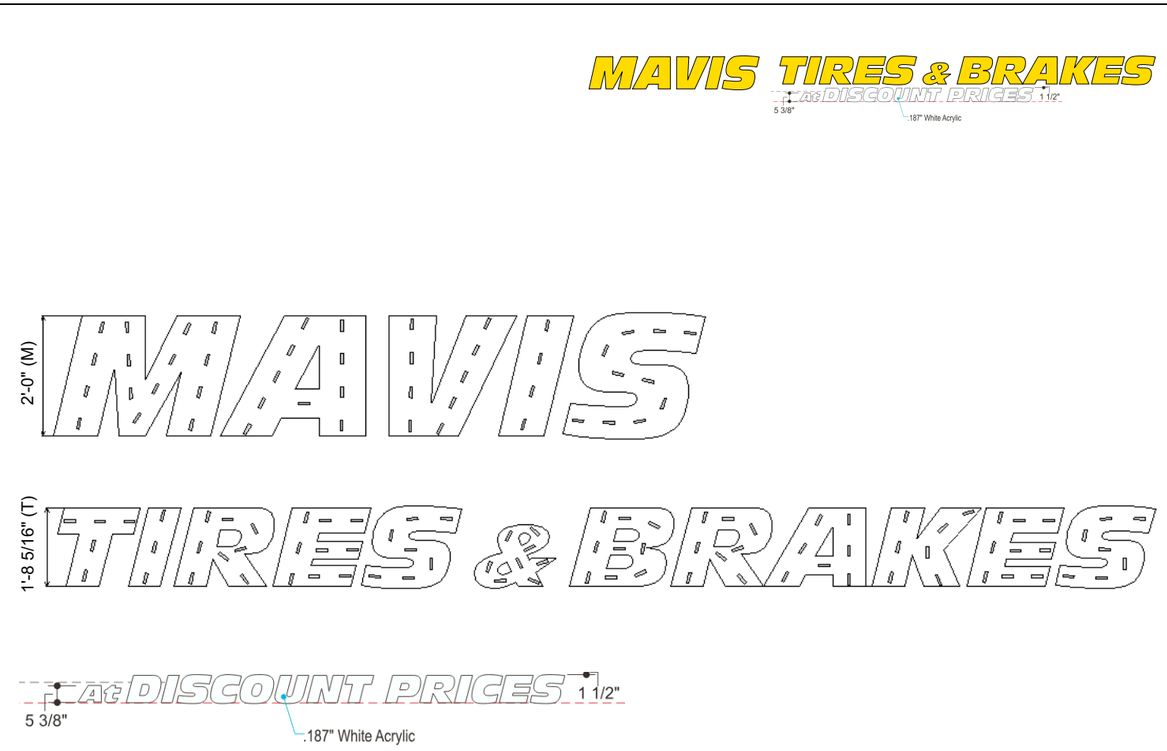
File Name: **MAV-E29160_Westlake, FL_202**

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature: | Approval Date:



Material Breakdown		
Tetra LT Medium (4100K)	**Modules**	**24V P/S**
M	15	P/S 1
A	10	
V	9	
I	4	
S	10	
T	5	
I	3	
R	8	
E	9	
S	7	
&	8	
B	9	P/S 2
R	8	
A	7	
K	7	
E	9	
S	7	
CABINET	40	

DIMMABLE POWER SUPPLY	5 YEAR WARRANTY POWER SUPPLY	5 YEAR WARRANTY POWER SUPPLY	10 YEAR WARRANTY POWER SUPPLY
GEPS24D-100U-NA	Sku# 93137579 - GEPS24-100U-GLX2	Sku# 95054945 - GEPS24LT-100U-NA	Sku# 93137578 - GEPS24-100U-TT

1) **THE GRAPHICS ABOVE ARE FOR REFERENCE ONLY** and should not be used for commercial quotation or bid without validation. The material estimates for Tetra® LED Systems are based upon our engineering standards and information provided pertaining to font, letter height, can depth, face material, and any special instructions provided by the customer. Missing information will cause delays in delivery of estimates as well as affect product selection, quantities, application, and illumination.
2) **LED MODULE PLACEMENT AND QUANTITY IS AN APPROXIMATION ONLY.** The sign manufacturer must verify module placement and quantity to ensure even illumination.
3) Final material quantities for estimation purposes and construction are the responsibility of the sign OEM.
4) All signs should be tested as complete units (including correct Tetra® power supply) before installation for acceptable color, illumination, intensity, & functionality.
5) For detailed information refer to the applicable Tetra® product found under Signage; https://products.gecurrent.com/led-signage-lighting

TECHNICAL SUPPORT:
888-694-3533
EMAIL: tetradrawings@gecurrent.com

Sign Type	Illumination	Primary Circuit (120 VAC)	SKU	Description	Name	Quantity
CHANNEL LETTERS	FACE LIT	2.2 Amps	93146576	GELTM2441-1	Tetra LT Medium (4100K)	175 Modules / 117 Ft
Can Depth / LED Distance From Face	Power Supply Location	Sign Area				
5" / N/A	REMOTE	50.66 Sq Ft				
Special Instructions		Total Module Watts				
		126.00 Watts	SEE OPTIONS ABOVE	100W - 24V DRIVER	100W - 24V DRIVER	2 Ea
			-	-	-	
Notes		Total Lumens				
		20650.00 Lumens	191600041		Wire Connector	44 Ea
		407.62 Lumens/Sq Ft	9409		18 AWG Supply Wire	90 Ft

Current

Drawn By: TL
Checked By: BL
Date: 12-30-25

Job Name: MAVIS TIRES & AUTO
Customer Name:

Drwg #: 111651 - 01 **Rev -**

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Client: **Mavis Tire # 2308**

Address: **16779 Persimmons Blvd. W Westlake, FL 33470.**

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	6 of 10

File Name: **MAV-E29160_Westlake, FL_202**

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature:

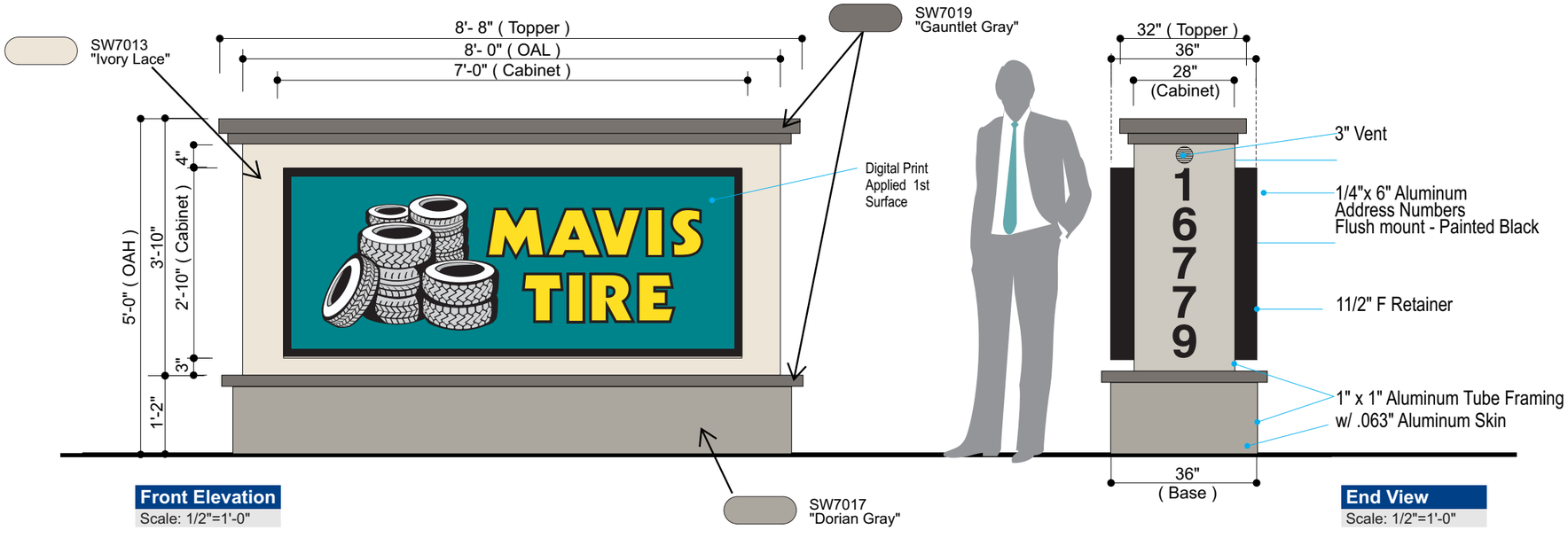
Approval Date:

2 MTB Out Parcel Monument Sign

LED Illuminated - Face Lit - Flat

Insert Item Code

DESIGN INTENT ONLY
Engineering Required to Determine Actual Production & Installation Requirements



Front Elevation
Scale: 1/2"=1'-0"

End View
Scale: 1/2"=1'-0"

*Topper length not specified on Publix MSP

Color Specifications

- SW7019 "Gauntlet Gray"
- SW7013 "Ivory Lace"
- SW7017 "Dorian Gray"
- Pantone Black C

All paint finishes to be Satin unless otherwise specified

Vinyl Specifications

- Pantone 321 C
- Pantone Yellow C
- Pantone Black C
- White

General Specifications

Face:	.187" White Polycarbonate - 1st Surface Digital Print Vinyl Decoration
Cabinet:	1" x 1" Aluminum Tube Framing w/ .063" Aluminum Skin
Skirt:	1" x 1" Aluminum Tube Framing w/ .063" Aluminum Skin
Illum:	LED Illumination (DS GE Snap Modules), Self Contained Power Supplies
Electrical:	(1) 20 AMP Circuit, 120 Volts *Actual # of Circuits to be Determined by Licensed Electrical Contractor*
Quantity:	(1) ONE

Allen Industries FILE NUMBER: E212503 | Listed MET E212503 Electric Sign Complies with UL48 | THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF **ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE** AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | GROUNDED ELECTRICAL CONNECTIONS

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Client: **Mavis Tire # 2308**

Address: **16779 Persimmons Blvd. W Westlake, FL 33470.**

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	7 of 10

File Name: **MAV-E29160_Westlake, FL_202**

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

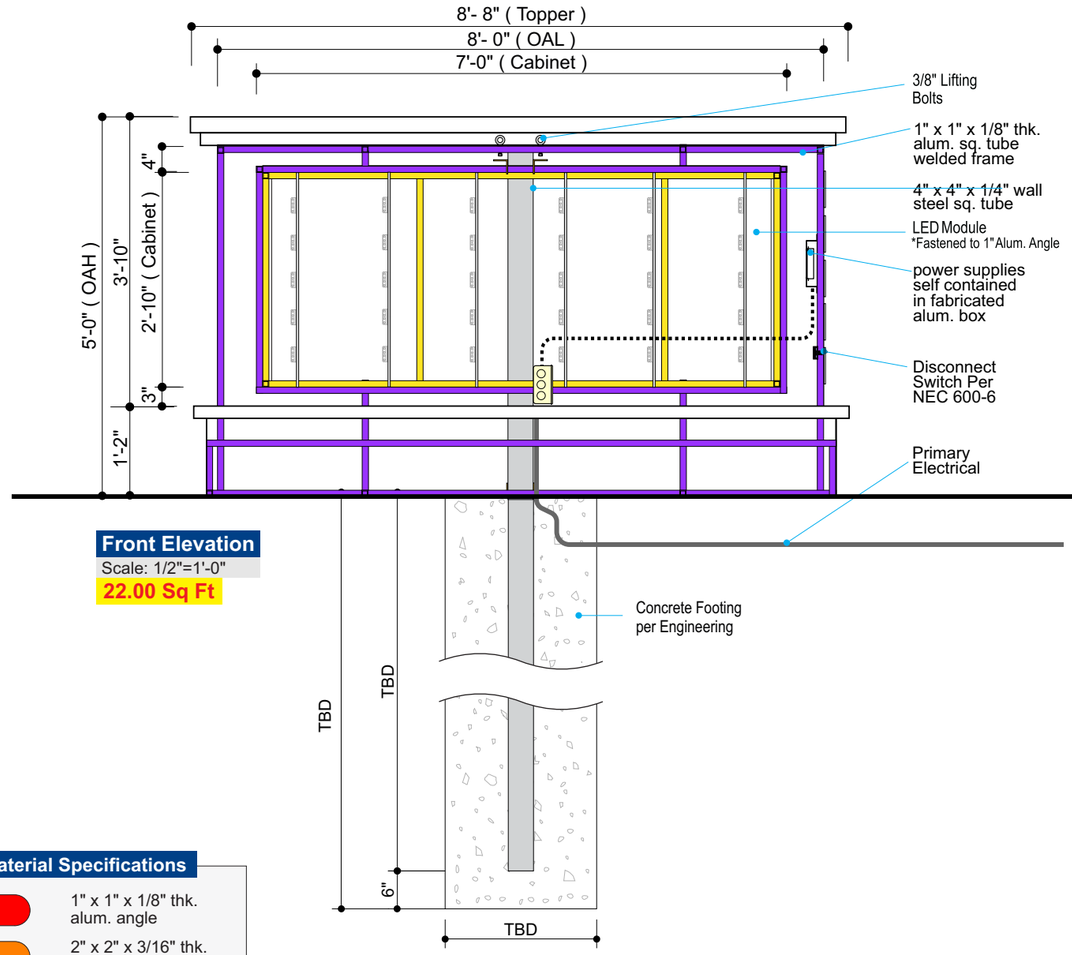
Client Signature: | Approval Date:

2 MTB Out Parcel Monument Sign

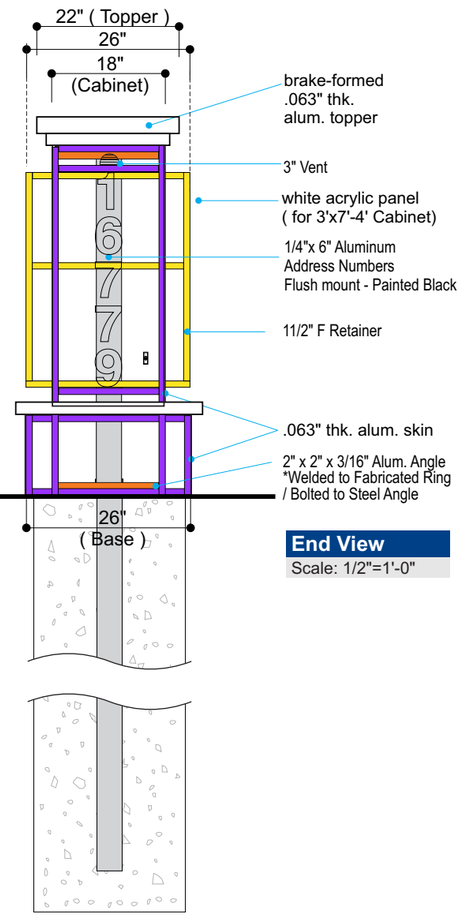
LED Illuminated - Face Lit - Flat

Insert Item Code

DESIGN INTENT ONLY
Engineering Required to Determine Actual Production & Installation Requirements



Front Elevation
Scale: 1/2"=1'-0"
22.00 Sq Ft



End View
Scale: 1/2"=1'-0"

Material Specifications

- 1" x 1" x 1/8" thk. alum. angle
- 2" x 2" x 3/16" thk. alum. angle
- 2" x 2" x 3/16" thk. steel angle
- Internal Steel
- 1" x 1" x 1/8" wall alum. sq. tube
- 1/8" thk. alum.
- .040" thk. alum. Skin

General Specifications

Face:	.187" White Polycarbonate - 1st Surface Digital Print Vinyl Decoration
Cabinet:	1" x 1" Aluminum Tube Framing w/ .063" Aluminum Skin
Skirt:	1" x 1" Aluminum Tube Framing w/ .063" Aluminum Skin
Illum:	LED Illumination (DS GE Snap Modules), Self Contained Power Supplies
Electrical:	(1) 20 AMP Circuit, 120 Volts *Actual # of Circuits to be Determined by Licensed Electrical Contractor*
Quantity:	(1) ONE

Allen Industries — MET FILE NUMBER: E212503 | Listed MET E212503 Electric Sign Complies with UL48 | THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF **ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE** AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | GROUNDED ELECTRICAL CONNECTIONS

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Client: **Mavis Tire # 2308**

Address: **16779 Persimmons Blvd. W Westlake, FL 33470.**

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	8 of 10

File Name: **MAV-E29160_Westlake, FL_202**

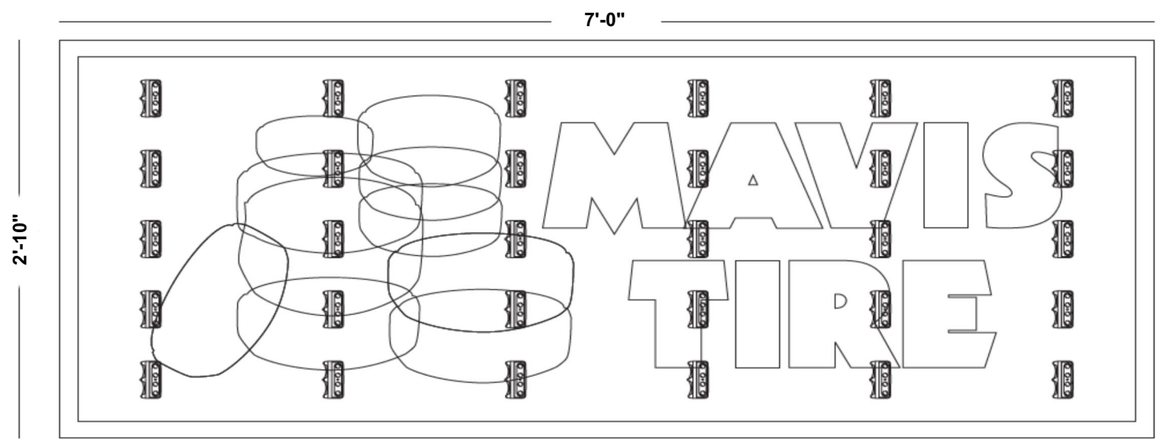
Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature:

Approval Date:



Material Breakdown		
Snap DS 71K (24V)	Modules	24V P/S
CABINET	30	P/S 1

DIMMABLE POWER SUPPLY	5 YEAR WARRANTY POWER SUPPLY	5 YEAR WARRANTY POWER SUPPLY	10 YEAR WARRANTY POWER SUPPLY
GEPS24D-100U-NA	Sku# 93137579 - GEPS24-100U-GLX2	Sku# 95054945 - GEPS24LT-100U-NA	Sku# 93137578 - GEPS24-100U-TT

1) **THE GRAPHICS ABOVE ARE FOR REFERENCE ONLY** and should not be used for commercial quotation or bid without validation. The material estimates for Tetra® LED Systems are based upon our engineering standards and information provided pertaining to font, letter height, can depth, face material, and any special instructions provided by the customer. Missing information will cause delays in delivery of estimates as well as affect product selection, quantities, application, and illumination.
2) **LED MODULE PLACEMENT AND QUANTITY IS AN APPROXIMATION ONLY.** The sign manufacturer must verify module placement and quantity to ensure even illumination.
3) Final material quantities for estimation purposes and construction are the responsibility of the sign OEM.
4) All signs should be tested as complete units (including correct Tetra® power supply) before installation for acceptable color, illumination, intensity, & functionality.
5) For detailed information refer to the applicable Tetra® product found under Signage; **https://products.gecurrent.com/led-signage-lighting**

TECHNICAL SUPPORT:
888-694-3533
EMAIL: tetradrawings@gecurrent.com

Sign Type	Illumination
DOUBLE SIDED CABINET	FACE LIT
Can Depth / **LED Distance From Face**	**Power Supply Location**
18" / N/A	SELF-CONTAINED
Special Instructions	
SNAP DS TO BE INSTALLED @ 8" OC (Standard - 1.5 modules/ft)	
ESTIMATE FOR BOTH SIDES OF SIGN	
Notes	

Primary Circuit (120 VAC)
1.1 Amps
Sign Area
22.00 Sq Ft
Total Module Watts
77.70 Watts
Total Lumens
12000.00 Lumens
545.45 Lumens/Sq Ft

SKU	Description
93128533	GEDS71-3
SEE OPTIONS ABOVE	100W - 24V DRIVER
-	-
	GEDSRL08-3
	GEDSSE-3 / GEDSFE-3
	GEDSIC-3
191600041	
9409	

Name	Quantity	
Snap DS 71K (24V)	30 Modules	21 Ft
100W - 24V DRIVER	1 Ea	
-		
Rails (8')	3 Ea	
Socket / Frame Endcap	12 Ea	
Interconnector	0 Ea	
Wire Connector	42 Ea	
18 AWG Supply Wire	40 Ft	

Current

Drawn By: BL
Checked By: BL
Date: 2-18-26

Job Name:
Customer Name: Mavis Tire

Drwg #: 112398 - 01 **Rev -**

PAGE 1 of 1

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Client:
Mavis Tire
 # 2308

Address:
16779 Persimmons Blvd. W
Westlake, FL 33470.

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	9 of 10

File Name: **MAV-E29160_Westlake, FL_202**

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature:

Approval Date:

2 MTB Out Parcel Monument Sign

LED Illuminated - Face Lit



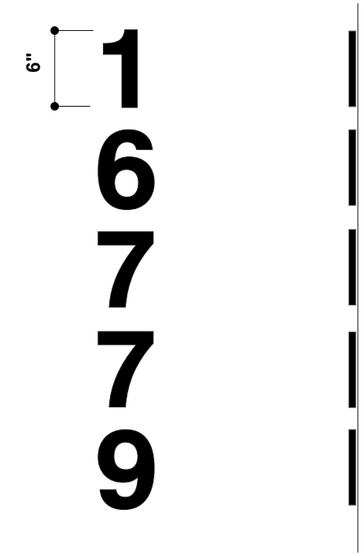
Front View
Scale: 1"=1'-0"

General Specifications

Face:	.150" Clear Polycarbonate w/ Printed Vinyl Applied 1st Surface
Quantity:	(2) TWO

Color Specifications

- Pantone 321 C
- Pantone Yellow C
- Pantone Black C
- White



Front Elevation
Scale: 1"=1'-0"

Side Elevation
Scale: 1"=1'-0"

General Specifications

Address Numbers: 1/4" Flat cut aluminum. Mounted to face with D/S VHB tape

Paint Color Specifications

- Pantone Black

All paint finishes to be Satin unless otherwise specified

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Client: **Mavis Tire # 2308**

Address: **16779 Persimmons Blvd. W Westlake, FL 33470.**

Date:	Estimate #:	Job #:	Page #:
02/13/26	E29160	J0017114	10 of 10

File Name: **MAV-E29160_Westlake, FL_202**

Sales:	Design:	PM:
House	AMS	AS

#	Date	Description	Initial
1	07/09/26	Update Address	AMS
2	09/21/26	Update Monument	DE
3			
4			
5			
6			

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature:

Approval Date:

File Attachments for Item:

B. MSP-2026-05: Sandglass of Westlake Master Sign Plan, including two residential pod entry monument signs and one waiver comprising five deviations from Figure 113-11-3.

Submitted By: Planning and Zoning

Meeting Agenda Item Coversheet

MEETING DATE:	11/10/2026	**Submitted By:** Planning and Zoning			
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**MSP-2026-05:** Sandglass of Westlake Master Sign Plan, including two residential pod entry monument signs and one waiver comprising five deviations from Figure 113-11-3.				
STAFF RECOMMENDATION: **(**MOTION READY)	**Motion to approve** MSP-2026-05, the Sandglass of Westlake Master Sign Plan, including Waiver 1, components 1A through 1E, subject to the conditions of approval in the staff report.				
SUMMARY *and/or* JUSTIFICATION:	Cotleur & Hearing, on behalf of Minto PBLH, LLC, requests approval of the initial Master Sign Plan for Sandglass of Westlake. The proposal includes two residential pod entry monument signs, one at Town Center Parkway North and one at Town Center Parkway South. Each sign is paired with a matching decorative wall without sign copy on the opposite side of the entrance roadway. The request includes Waiver 1, components 1A through 1E, addressing overall length, height, omission of the attached totem, sign wall surface area, and design and materials.				
SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**		
	STAFF REPORT:	X	**PROCLAMATION:**		
	EXHIBIT(S):	X	**OTHER:**		
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Staff Report Engineering Approval Letter Application Justification Statement Master Sign Plan				
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**		
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***					
FISCAL IMPACT *(if any):*			$		

City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 11/10/2026

PETITION DESCRIPTION

PETITION NUMBER: MSP-2026-05 *Sandglass of Westlake Master Sign Plan*

OWNER: Minto PBLH, LLC

APPLICANT: Cotleur & Hearing

ADDRESS: N/A

PCN: 77-40-43-01-30-002-0000, 77-40-43-01-33-005-0000, 77-40-43-01-33-006-0000

REQUEST

The applicant is requesting approval of a Master Sign Plan for Sandglass of Westlake, formerly known as Westlake West, located in the northwestern portion of the City, south of 60th Street North, west of Parcel G, and west of Seminole Pratt Whitney Road. The proposal includes two residential pod entry monument signs, one at Town Center Parkway North and one at Town Center Parkway South. Each sign is paired with a decorative wall without sign copy on the opposite side of the entrance roadway. The request includes one waiver comprising five deviations from the standard sign structure depicted in Figure 113-11-3.

SUMMARY

Cotleur & Hearing, on behalf of Minto PBLH, LLC, requests approval of the initial Master Sign Plan for Sandglass of Westlake. The plan identifies four entry walls: Sign Wall A and Decorative Wall B at Town Center Parkway North, and Sign Wall C and Decorative Wall D at Town Center Parkway South. Only Walls A and C display the community name, “Sandglass of Westlake.” No other permanent sign types are proposed under this application.

Each monument sign has an overall structure length of 38 feet 1 inch and an overall height of 8 feet, including a 2-foot base. Each sign contains 58.75 square feet of copy area. The applicant

requests one waiver with five components addressing overall length, height, omission of the attached totem, sign wall surface area, and design and materials.

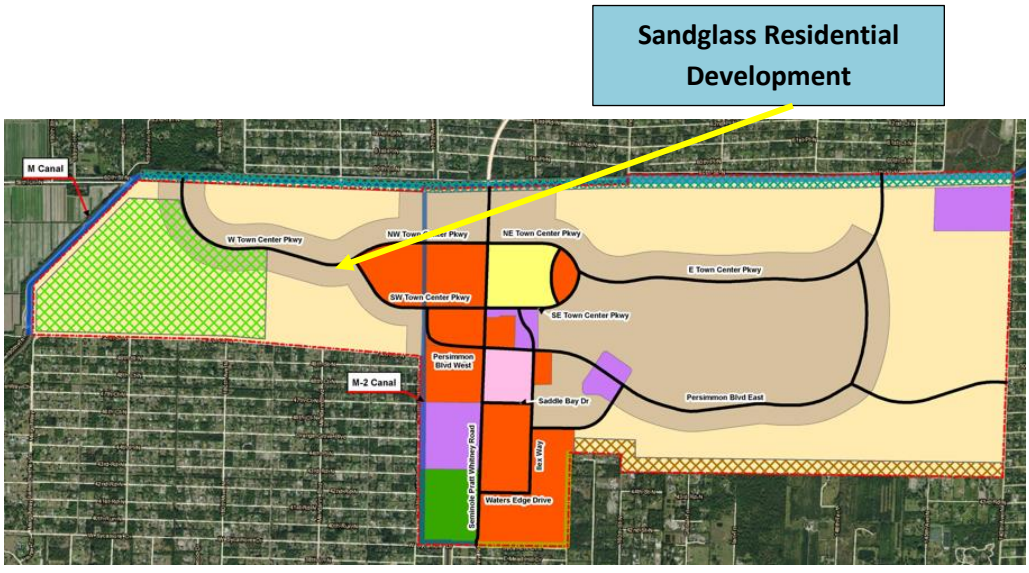
STAFF RECOMMENDATION

Based upon the findings contained in this report, staff recommends approval of MSP-2026-05, the Sandglass of Westlake Master Sign Plan, including Waiver 1, components 1A through 1E, subject to the following conditions:

1. Signs and associated walls shall conform to the Master Signage Program dated September 30, 2026, as approved by the City.
2. Sign copy shall be limited to Walls A and C, with a maximum copy area of 58.75 square feet per sign. Walls B and D shall remain decorative walls without sign copy.
3. A minimum 10-foot setback from the applicable right-of-way shall be maintained. Final locations shall be verified through survey information submitted with the permit applications.
4. Illumination shall be limited to concealed backlighting of opaque letters and ground-mounted wall-wash lighting. Wall-wash lighting shall operate as static 3000K white light. Color-changing, flashing, strobe, and animated lighting shall not be permitted.
5. Before permit issuance for Wall C, the applicant shall document ownership and authorization for construction and maintenance across the affected internal tract boundary, to the satisfaction of the City Attorney and City Engineer.

PETITION FACTS

a. Total Gross Site Area: 613.20 acres
b. Building Data: 1,950 Single Family Homes
c. Land Use and Zoning
   Existing Land Use: Vacant
   Future Land Use: Residential 1, Residential 2, & Mixed Use
   Zoning: R-1, R-2, & Mixed Use



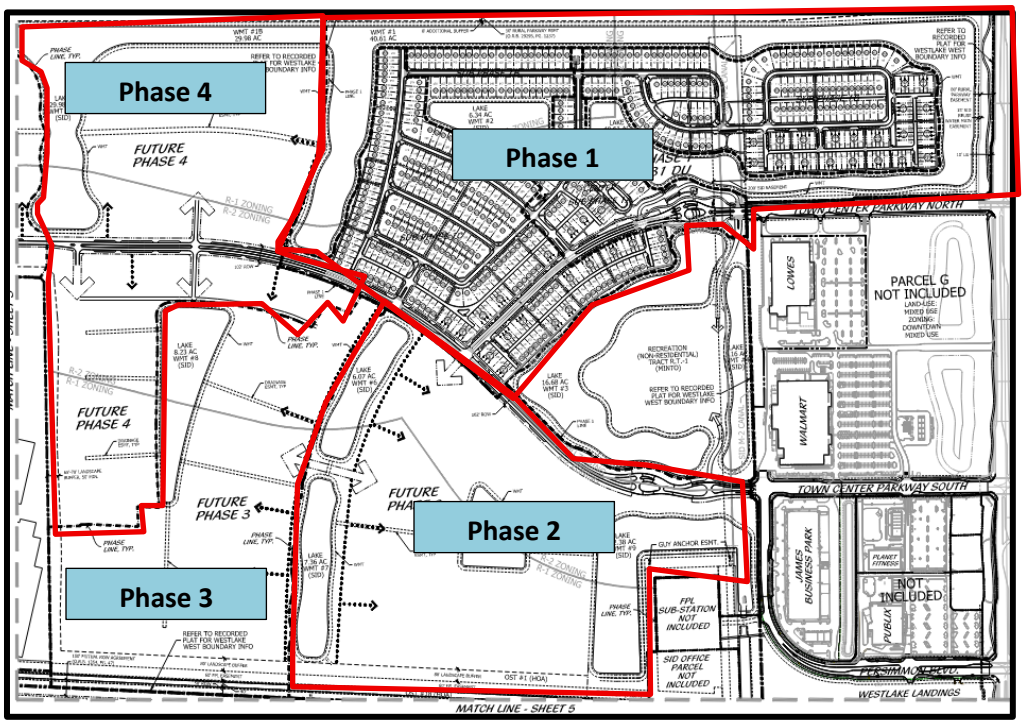
BACKGROUND

Sandglass of Westlake, formerly known as Westlake West, is located west of Seminole Pratt Whitney Road and south of 60th Street North. The application identifies Residential 1, Residential 2, and Downtown Mixed Use future land use designations, with corresponding R-1, R-2, and Mixed Use zoning. The applicant identifies Wall C at Town Center Parkway South as located within the Mixed Use zoning district.

This application establishes the initial community entry signage program. Additional permanent signage would require subsequent City review through the applicable approval process.

- On January 28, 2026, the Master Site Plan was approved which included phase 1 with a total of 433 units.
- On June 4, 2026, the Master Site Plan Amendment for Phase 1A was approved which included an increase of residential units from 433 units to 528.
- On September 8, 2026, the City Council adopted a rezoning for the piece of the development to be rezone to R-2 from Mixed Used.
- On August 25, 2025, the City Council adopted a Future LandUse Amendment for a portion of the development for Residential-2 from Downtown Mixed-Used.
- On October 2, 2026, the Master Site Plan Amendment for Phase 1B was approved which included an increase of residential units from 428 units to 532.

Sandglass Site Plan



STAFF ANALYSIS

The proposed Master Sign Plan establishes a coordinated identification sign at each of the community's two accessways. The sign walls incorporate smooth white stucco, stepped curvilinear forms, decorative cut-outs, and integral landscape planters. Matching decorative walls are located across each entrance roadway without additional sign copy.

Each sign displays 58.75 square feet of copy within a 15-foot-by-3-foot-11-inch rectangle, below the 60-square-foot maximum identified in the applicant's compliance analysis. The requested waiver concerns the sign structure's dimensions and design rather than an increase in copy area.

The proposed horizontal design omits the standard attached totem and incorporates related architectural motifs into the surrounding entrance features. The 8-foot overall structure is taller than the standard 7-foot sign wall depicted in Figure 113-11-3 but lower than its 12-foot totem. The stepped wall and integral planter help integrate the additional length into the entrance landscape. The proposed sign wall surface area exceeds the applicant's stated standard by 1.5 square feet.

Per Chapter 113. Sign. SECTION 113-8 Master Sign Plan: The city council, at the time of development order or site plan approval or amendment, may waive one (1) or more of the requirements of this chapter as part of a master sign plan.

The applicant requests one waiver from the standard structure depicted in Figure 113-11-3. The five components are identified separately below so that each deviation can be evaluated expressly.

No.	Element	Figure 113-11-3 (image)	Proposed (Sheet 4)	Deviation
1A	Overall length	23′-6″ overall, measured at the 2′ planter base	38′-1″ overall (plan)	+14′-7″
1B	Height	7′-0″ sign wall; 12′-0″ totem	8′-0″ overall (6′-0″ wall on 2′-0″ base); no totem	1′-0″ taller than the image's sign wall; 4′-0″ lower than its totem
1C	Totem	12′-0″ high by 2′-10″ wide, attached to the sign wall	None. The totem motif is expressed instead in the entry piers and gate columns (Sheet 7)	Totem eliminated
1D	Sign wall surface area	123 sq. ft. (excludes 2′ × 23′-6″ planter)	124.5 sq. ft. (20′-9″ × 6′-0″ sign panel above the 2′ base)	+1.5 sq. ft. (about 1%)
1E	Design and materials	Dryvit Terraneo cabinet; grey header; PMS 5483 totem cover	Smooth white stucco (SW 7005); curvilinear stepped wall with decorative cut-outs and integral planter	Design and materials differ from the image
—	Copy area (the only regulated sign component)	60 sq. ft. maximum	58.75 sq. ft. (15′-0″ × 3′-11″)	Complies — not a deviation

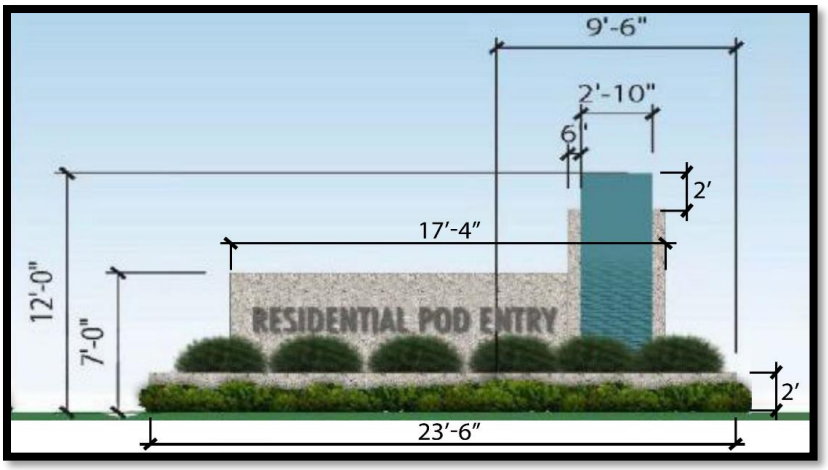
The applicant identifies Sign Wall C as crossing an internal platted tract boundary. The applicant states that both tracts are under common ownership and are intended to be conveyed to the Sandglass Homeowners Association. No setback waiver is requested. Ownership, construction authorization, maintenance responsibility, and any necessary easement or other instrument shall be verified before permit issuance.

Residential Pod Entry Monument Sign (Main Entry Signs)

The applicant proposes two residential pod entry monument signs for Sandglass of Westlake: one at Town Center Parkway North (Wall A) and one at Town Center Parkway South (Wall C). Each sign is paired with a matching decorative wall without sign copy on the opposite side of the entrance roadway (Walls B and D). The applicant requests one waiver comprising five deviations from Figure 113-11-3, as detailed below.

1. **Residential Pod Entry Monument Sign:** To allow 38'-1" ft wall length. (Per Chapter 113, Section 113-11 allows for 23 feet and 6 inches)
2. **Residential Pod Entry Monument Sign:** Residential Pod Entry Monument Sign (Main Entry Signs): To allow deviation from the design depicted in Figure 113-11-3 by omitting the totem attached to the regulated sign wall. Totem-style elements are incorporated into the surrounding architectural entry feature.
3. **Residential Pod Entry Monument Sign:** To allow a 8 ft overall height (Per Chapter 113, Section 113-11 allows for 7 feet)
4. **Residential Pod Entry Monument Sign:** To allow a different design (Per Chapter 113 Figure 113-11-3 requires a specific design, see below)
5. **Residential Pod Entry Monument Sign:** To allow a wall surface area if 124.5 sq.ft. (Per Chapter 113, Section 113-11 allows for 123 sq.ft.)

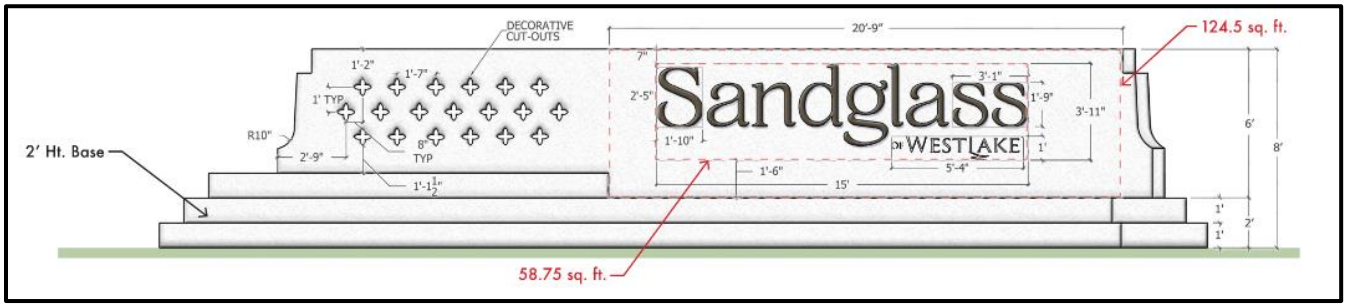
Residential Pod Entry Monument Sign – Figure 113-11-3

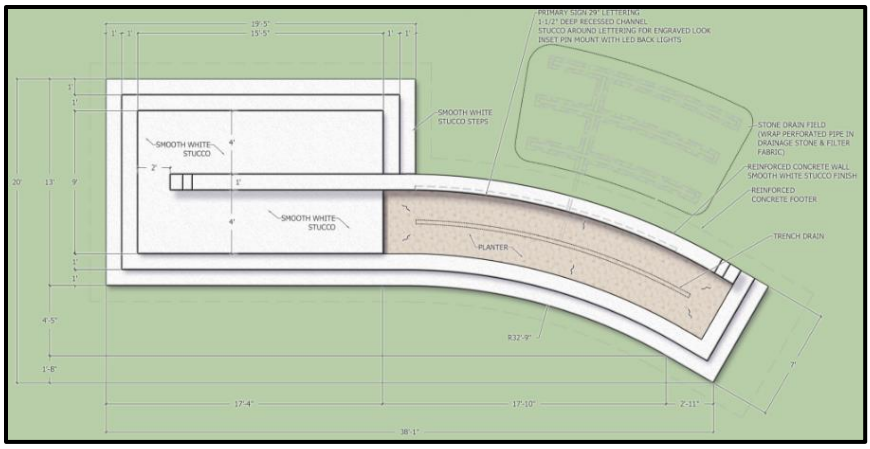


Residential Pod Entry Monument Sign (Main Entry Signs) Location



Residential Pod Entry Monument Sign (Main Entry Signs)









Staff finds that the proposed design provides coordinated community identification while limiting sign copy to two monument signs. The stepped walls, integral planters, and matching decorative walls create a unified entrance treatment. Subject to the recommended conditions, the proposed Master Sign Plan and Waiver 1, components 1A through 1E, are compatible with the residential character of the development and consistent with the general intent and purpose of the City's sign regulations.

FINAL REMARKS

MSP-2026-05 is scheduled for a quasi-judicial public hearing before the City Council on November 10, 2026. Staff recommends approval of the Master Sign Plan, including Waiver 1, components 1A through 1E, subject to the conditions stated in this report.

City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 11/10/2026

PETITION DESCRIPTION

PETITION NUMBER: MSP-2026-05 *Sandglass of Westlake Master Sign Plan*

OWNER: Minto PBLH, LLC

APPLICANT: Cotleur & Hearing

ADDRESS: N/A

PCN: 77-40-43-01-30-002-0000, 77-40-43-01-33-005-0000, 77-40-43-01-33-006-0000

REQUEST

The applicant is requesting approval of a Master Sign Plan for Sandglass of Westlake, formerly known as Westlake West, located in the northwestern portion of the City, south of 60th Street North, west of Parcel G, and west of Seminole Pratt Whitney Road. The proposal includes two residential pod entry monument signs, one at Town Center Parkway North and one at Town Center Parkway South. Each sign is paired with a decorative wall without sign copy on the opposite side of the entrance roadway. The request includes one waiver comprising five deviations from the standard sign structure depicted in Figure 113-11-3.

SUMMARY

Cotleur & Hearing, on behalf of Minto PBLH, LLC, requests approval of the initial Master Sign Plan for Sandglass of Westlake. The plan identifies four entry walls: Sign Wall A and Decorative Wall B at Town Center Parkway North, and Sign Wall C and Decorative Wall D at Town Center Parkway South. Only Walls A and C display the community name, “Sandglass of Westlake.” No other permanent sign types are proposed under this application.

Each monument sign has an overall structure length of 38 feet 1 inch and an overall height of 8 feet, including a 2-foot base. Each sign contains 58.75 square feet of copy area. The applicant

requests one waiver with five components addressing overall length, height, omission of the attached totem, sign wall surface area, and design and materials.

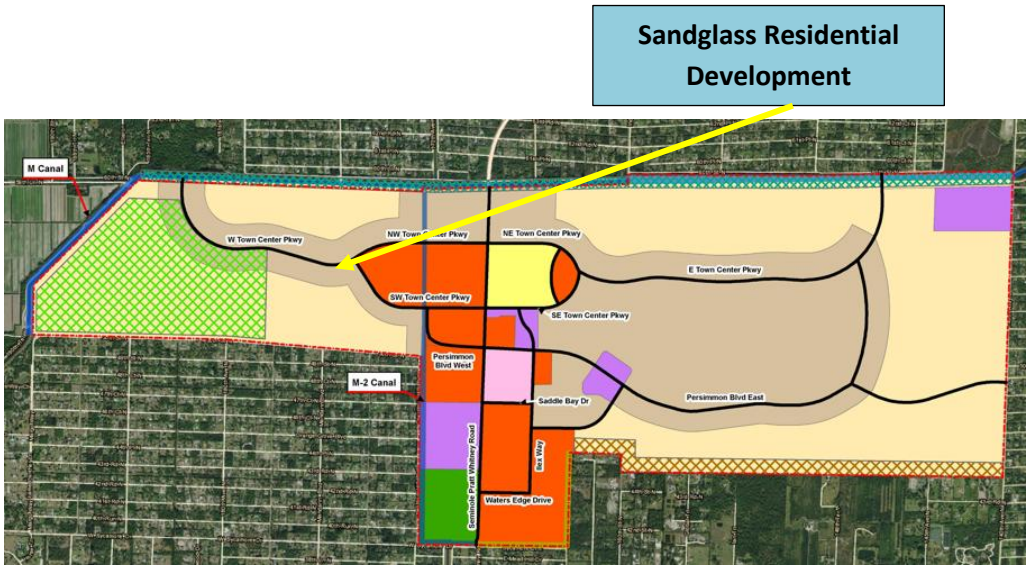
STAFF RECOMMENDATION

Based upon the findings contained in this report, staff recommends approval of MSP-2026-05, the Sandglass of Westlake Master Sign Plan, including Waiver 1, components 1A through 1E, subject to the following conditions:

1. Signs and associated walls shall conform to the Master Signage Program dated September 30, 2026, as approved by the City.
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PETITION FACTS

a. Total Gross Site Area: 613.20 acres
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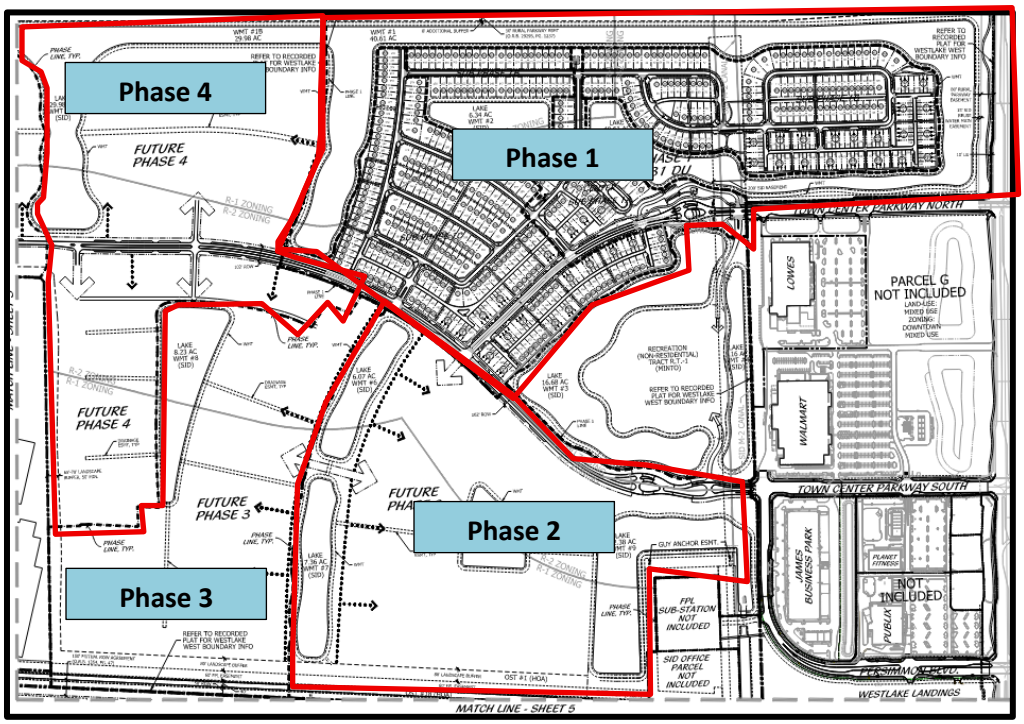
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Sandglass Site Plan



STAFF ANALYSIS

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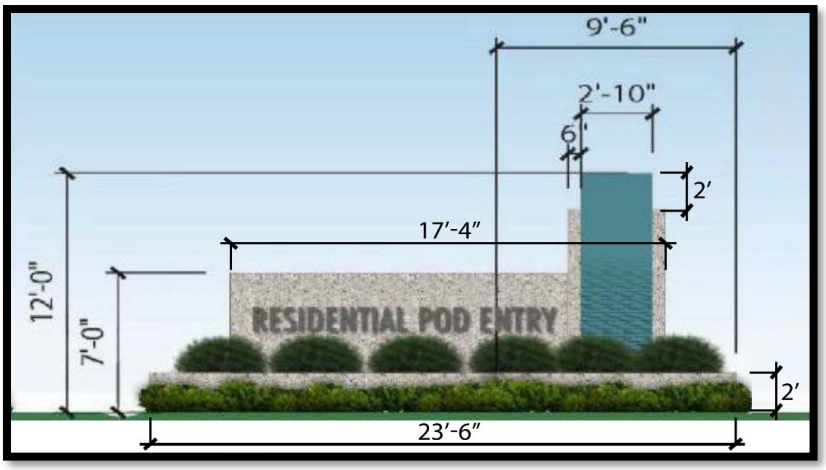
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Residential Pod Entry Monument Sign (Main Entry Signs)

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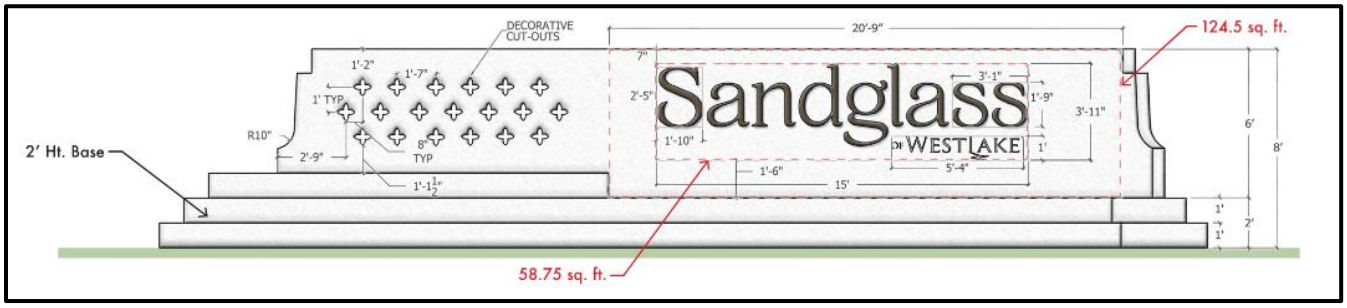
Residential Pod Entry Monument Sign – Figure 113-11-3

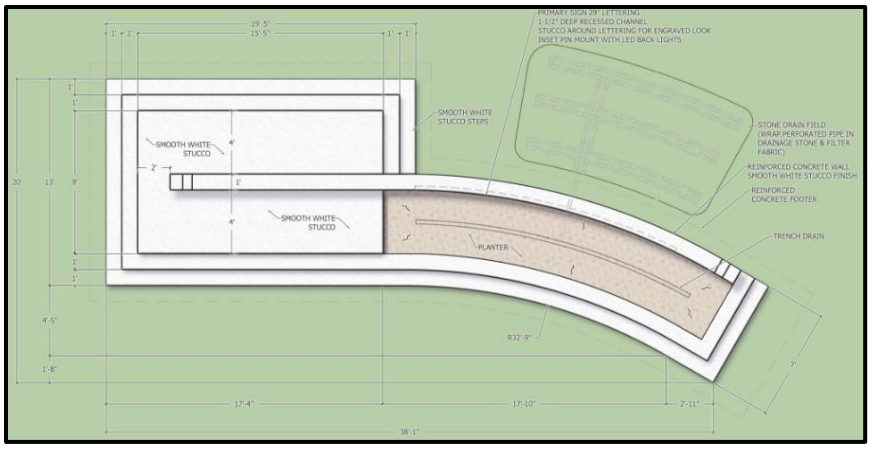


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Staff finds that the proposed design provides coordinated community identification while limiting sign copy to two monument signs. The stepped walls, integral planters, and matching decorative walls create a unified entrance treatment. Subject to the recommended conditions, the proposed Master Sign Plan and Waiver 1, components 1A through 1E, are compatible with the residential character of the development and consistent with the general intent and purpose of the City's sign regulations.

FINAL REMARKS

MSP-2026-05 is scheduled for a quasi-judicial public hearing before the City Council on November 10, 2026. Staff recommends approval of the Master Sign Plan, including Waiver 1, components 1A through 1E, subject to the conditions stated in this report.

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

DATE:	9/15/2026
APPLICATION NUMBER:	MSP-2026-05
DESCRIPTION:	Sandglass (Westlake West) – Master Sign Plan
APPLICANT:	Cotleur & Hearing
OWNER:	Minto PBLH, LLC
REQUEST:	Master Signage Plan Review
LOCATION:	Westlake, FL
STAFF REVIEW:	**RECOMMENDATION OF APPROVAL**

Commented [JC1]: UPDATE FOR PERMIT INFO

The Engineering Department recommends approval of the plans submitted on 08/27/2026.

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

1. 1) Sandglass MSP Application.pdf, dated 07/30/26
2. 2) 2026-7-30 Sandglass master sign plan Permit Application Fee CWL, dated 07/30/26
3. 3) Sandglass Master Sign Plan Justification Statement DEH 8_19_2026, dated 08/27/26
4. 4) 13-0518_139_01_Sandglass_MSP_08-27-26 (1), dated August 2026

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



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

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

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

MASTER SIGN PLAN APPLICATION
(MSP-2026-05)

PLANNING & ZONING BOARD ☐ **Meeting Date:** _____

CITY COUNCIL ☐ **Meeting Date:** _____

INSTRUCTIONS TO APPLICANTS:

1. **Please complete all sections of this application. If not applicable, indicate with N/A.**
2. **Provide all required documents as shown on the attached checklist. If not applicable, indicate with N/A.**

*The **Planning & Zoning Board** meets the **second Monday of the month at 6:00 p.m.,** as needed in the City Council Chambers, 4005 Seminole Pratt Whitney Road. The applicant will be informed in writing of their scheduled meeting date. After review and recommendation by the Planning & Zoning Board, applications will be heard by the City Council. The **City Council** meets on **the second Monday of the month at 6:30 p.m.,** in the City Council Chambers.*

I. PROJECT DESCRIPTION & APPLICANT INFORMATION

PROJECT NAME: Sandglass Master Sign Plan

PROJECT ADDRESS: TBD

DESCRIPTION OF PROJECT: Master Sign Plan for Sandglass Residential Community

Property Control Number (PCN), list additional on a separate sheet: 77-40-43-01-30-002-0000
Estimated project cost: TBD
Property Owner(s) of Record (Developer) Minto PBLH, LLC
Address: 16604 Town Center Parkway, Suite B, Westlake, FL 33470
Phone No.: 954-973-4490 Fax No.: _____ E-mail Address: JFCarter@Mintousa.com
Agent (if other than owner complete consent section on page 3):
Name: Donaldson E. Hearing - Cotleur & Hearing
Address: 1934 Commerce Lane, Ste. 1, Jupiter, FL 33458
Phone No.: 561-747-6336 Fax No.: _____ E-mail Address: DHearing@Cotleur-Hearing.com

II. LAND USE & ZONING

A) **ZONING MAP DESIGNATION** R-1/R-2 &MU B) **FUTURE LAND USE MAP DESIGNATION** R-1/R-2 & DMU

C) Existing Use(s) Vacant

D) Proposed Use(s), as applicable Master sign plan for Sandglass residential community

III. ADJACENT PROPERTIES

	Name of Business/ Subdivision	Land Use Designation	Zoning Designation	Existing Use(s)	Approved Use(s)
NORTH	60th Street	Roadway	Municipal	Roadway	Municipal
SOUTH	Unincorporated (Residential)	SF Residential	Residential	Unincorporated (Residential)	Unincorporated (Residential)
EAST	Parcel E/Parcel G	R-2/Downtown Mixed Use	R-2/Mixed Use	Vacant/Publix/James Business Park	SF Residential/ Mixed Use
WEST	FP&L Solar Fields	Utility	R-1	FP&L Solar Fields	FP&L Solar Fields

V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT

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

I/we, the owners, hereby give consent to Cotleur & Hearing to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the application and property I/we own described in the application.

By signing this document, I/we affirm that I/we understand and will comply with the provisions and regulations of the City of Westlake, Florida, Code of Ordinances. I/we further certify that all of the information contained in this application and all the documentation submitted is true to the best of my/our knowledge.

John F. Carter
Owner's Name (please print)

Owner's Signature

7-30-2026
Date

Donaldson E. Hearing
Applicant/Agent's Name (please print)

Applicant/Agent's Signature

July 30, 2026
Date

Cotleur & Hearing
LAND PLANNING + LANDSCAPE ARCHITECTURE
JUPITER + ORLANDO EST. 1991
CELEBRATING 35 YEARS

SANDGLASS OF WESTLAKE

(f/k/a Westlake West)

Master Sign Plan

(MSP-2026-05)

Justification Statement

August 27, 2026

Revised: September 30, 2026

Introduction

On behalf of the property owner and applicant, Minto PBLH, LLC, Cotleur & Hearing requests approval of a Master Sign Plan for Sandglass of Westlake, the residential community formerly known as Westlake West. The Master Sign Plan establishes the community identification signage for the project entries and is submitted pursuant to Section 113-8 (Master Sign Plan) of the City of Westlake sign regulations.

The Master Sign Plan proposes a single, consistent residential pod entry monument sign at each of the community's two accessways, Town Center Parkway North and Town Center Parkway South. At each entry the sign wall is paired with a decorative flanking wall of matching design on the opposite side of the entry road, for four walls in total. The lettering "Sandglass of Westlake" appears only on the sign wall at each entry (Walls A and C on Sheet 3A); the decorative flanking walls (Walls B and D) carry no copy. No other permanent sign types are proposed for approval under this application.

Background

Sandglass of Westlake is part of the larger, original Minto Westlake site, which was roughly co-extensive with the present-day boundaries of the City of Westlake. The community is located in the northwest portion of the City, on the south side of 60th Street North, west of Parcel G on the west side of Seminole Pratt Whitney Road. Per the adopted Comprehensive Plan the property carries Future Land Use designations of Residential 1 & Residential 2, and is zoned R-1 & R-2, with the exception of the north wall of the Town Center Parkway South entrance which falls into the Mixed Use Zoning District, Downtown Mixed use future land designation.

The overall Master Plan for Sandglass of Westlake contains 1,950 dwelling units consisting of 1,450 detached and 500 attached residential units on 613.201 net acres. Phase 1, consisting of 194.769 acres, contains 531 dwelling units. The Master Plan Amendment and Phase 1 Site Plan Amendment for the community are currently under review by the City under Petition No. MPA-2026-03. As stated in the justification statement accompanying that application, the Applicant advised the City that a Master Sign Plan application addressing all signs and community identification monuments would follow. This application is that submittal.

Access to the community is provided by two accessways: Town Center Parkway North and Town Center Parkway South. One residential pod entry monument sign, with its decorative flanking wall, is located at each of these two accessways.

Subject Request

The Applicant requests approval of a Master Sign Plan authorizing two (2) residential pod entry monument signs, one at each accessway, each paired with a decorative flanking wall of matching design, as shown on the accompanying Master Signage Program (Sheet 4 – sign detail), together with the waiver identified in Table 2 below.

Sheet 3A locates all four walls. Sheets 3B and 3C detail the Town Center Parkway North and Town Center Parkway South entries, including the setback dimensions.

Description of the Proposed Sign

The proposed residential pod entry monument sign is a curvilinear architectural entry feature finished in smooth white stucco (SW 7005 Pure White) with an integral landscape planter. The structure has an overall length of 38 feet 1 inch and an overall height of 8 feet, measured from finished grade (base = 2') , and is constructed of a reinforced concrete wall on a 24-inch fully grouted CMU base with a reinforced concrete footing. The wall steps down in a series of horizontal courses to meet the adjacent grade and planter.

The sign copy consists of the community name, "Sandglass of Westlake," in 29-inch pin-mounted aluminum letters set within a 1½-inch deep recessed channel with stucco returns for an engraved appearance. The copy is contained within a rectangle measuring 15 feet by 3 feet 11 inches, for a copy area of 58.75 square feet, which is within the 60 square feet permitted by the sign code.

The wall surface to the left of the copy carries a field of decorative cut-outs arranged in a regular pattern. The standard totem element is not proposed as part of the Sandglass sign program. However, the totem motif appears in some of the various architectural features at the entrance, rather than as a separate vertical sign element. This is the same design approach the City reviewed and approved for the Silver Lake master sign plan.

The sign is externally illuminated by ground-mounted LED landscape linear wall wash lights located below and external to the sign surface at the base of the wall, and by concealed LED back lighting to the pin-mounted opaque letters. Both illumination methods are of the type expressly contemplated for residential zoning districts, which permit backlighting with opaque lettering together with permanently fixed and encased lighting from below the sign surface. The wall-wash fixtures will operate as static 3000K white light only; the fixture's color-changing and strobe functions will not be used. No internally illuminated sign cabinet, exposed lamp, flashing or animated element is proposed.

This master sign plan submittal for Sandglass will initiate the plan as a "living" document that will continue to evolve, subsequent to this initial approval. As new signage is created within the Sandglass community, the applicant will submit amendments to the master sign plan to the City. This submittal today establishes the Main Entry signs for the Sandglass community.

Consistency with the Sign Regulations

Table 113-11 Permitted Signs – "Residential Pod Entry Monument" establishes the standards for a Residential Pod Entry Monument ground sign. The proposed sign complies with each of those standards other than the structure dimensions depicted in Figure 113-11-3, as summarized below.

Table 1. Compliance with Table 113-11 – Residential Pod Entry Monument

Standard (Table 113-11)	Code Requirement	Proposed	Status
Max. size of copy area	60 sq. ft.	58.75 sq. ft. (15'-0" × 3'-11")	Complies
Max. sign faces	1	1	Complies
Max. number of signs	2 per accessway	1 at Town Center Parkway North; 1 at Town Center Parkway South	Complies
Max. sign structure dimensions	**Per Figure 113-11-3**	**Overall length 38'-1"; overall height 8'; wall surface area 124.5 sq. ft. above base.**	**Waiver 1 requested (items 1A through 1E)**
Additional requirements	For pod name only. Logos and graphics may not be larger than 30% of the copy area occupied by text.	Community name only ("Sandglass of Westlake"). The community logo is not used on the sign.	Complies
Setback (ground signs)	Min. 10 feet from right-of-way	Minimum 10 feet from right-of-way at all four locations	Complies
Height	Per Figure 113-11-3: 7'-0" sign wall; 12'-0" totem	8'-0" overall (6'-0" wall on 2'-0" base); no totem	Waiver 1 (item 1B)

First, the copy area is the only regulated sign component of the monument. It measures 15'-0" by 3'-11", or 58.75 square feet — within the 60 square foot maximum permitted. No waiver of the copy area standard is requested or required. Second, the sign regulations define sign copy area as the smallest rectangle encompassing all letters, numbers, characters, logos and emblems, and provide expressly that sign copy area "shall not include any supporting framework or bracing." The entry wall on which the copy is mounted is supporting structure and an architectural entry feature; it is not copy. The waiver requested below is therefore directed to the structure dimensions depicted in Figure 113-11-3, not to the amount of signage displayed.

Waiver Requests

Section 113-8 of the sign regulations provides that the City Council, at the time of development order or site plan approval or amendment, may waive one or more of the requirements of the chapter as part of a master sign plan, and that a master sign plan may be considered for two or more signs. Section 113-8 (1) provides that the City Council may vary the size, setback requirements, number and type of signs as part of a master sign plan application, provided the City Council determines that the application complies with the general intent and purpose of the chapter. The waiver requested below is sought under that authority. As Staff requested, Table 2 lists each deviation from the image in Figure 113-11-3 as a separate item, with the Figure 113-11-3 dimension, the proposed dimension and the difference, so that each can be evaluated on its own. Together, items 1A through 1E make up the single waiver requested: to construct the entry monument as designed in lieu of the structure depicted in Figure 113-11-3.

Table 2. Waiver 1 — Deviations from Figure 113-11-3

No.	Element	Figure 113-11-3 (image)	Proposed (Sheet 4)	Deviation
1A	Overall length	23′-6″ overall, measured at the 2′ planter base	38′-1″ overall (plan)	+14′-7″
1B	Height	7′-0″ sign wall; 12′-0″ totem	8′-0″ overall (6′-0″ wall on 2′-0″ base); no totem	1′-0″ taller than the image's sign wall; 4′-0″ lower than its totem
1C	Totem	12′-0″ high by 2′-10″ wide, attached to the sign wall	None. The totem motif is expressed instead in the entry piers and gate columns (Sheet 7)	Totem eliminated
1D	Sign wall surface area	123 sq. ft. (excludes 2′ × 23′-6″ planter)	124.5 sq. ft. (20′-9″ × 6′-0″ sign panel above the 2′ base)	+1.5 sq. ft. (about 1%)
1E	Design and materials	Dryvit Terraneo cabinet; grey header; PMS 5483 totem cover	Smooth white stucco (SW 7005); curvilinear stepped wall with decorative cut-outs and integral planter	Design and materials differ from the image
—	Copy area (the only regulated sign component)	60 sq. ft. maximum	58.75 sq. ft. (15′-0″ × 3′-11″)	Complies — not a deviation

Note: Wall C crosses an internal platted tract line. No setback waiver is required or requested; see Internal Tract Line at Town Center Parkway South, below.

Justification for Waiver 1 — Sign Structure Dimensions

The waiver is consistent with the general intent and purpose of the sign regulations, which are directed to the protection of property values, effective communication, the beauty of the community and public safety. Each of those purposes is served by the proposed design.

The amount of information displayed is not increased. The copy area is 58.75 square feet — below the maximum the Code permits — and consists solely of the community name. No logo, emblem, tenant panel, changeable copy or secondary message is proposed. A reviewer approaching the entry sees no more sign copy than the Code contemplates. Compared with the image in Figure 113-11-3, what the waiver permits is a longer architectural wall behind that copy, without the totem, which communicates nothing and advertises nothing.

The additional wall area is architecture and landscape, not signage. The structure is a curvilinear stucco entry wall with an integral planter, stepped courses and a decorative cut-out field. It functions as the entry feature for the community in the same way a landscaped berm, hedge or garden wall would, and it would be permitted without limit if it carried no copy at all. The decorative flanking wall at each entry, which matches the sign wall in form and carries no copy, illustrates the point. Applying a sign-structure dimension standard to it produces the anomalous result that an entry wall becomes less permissible because a name is mounted on it.

Height. The image in Figure 113-11-3 shows a 7′-0″ sign wall with a 12′-0″ totem. The proposed monument is 8′-0″ overall — 1′-0″ taller than the image's sign wall, but 4′-0″ lower than its totem, which is not proposed. The wall reads as 6 feet of vertical face above a 2-foot base course. The mass is horizontal rather than vertical, and it steps down to meet grade at both ends so that the feature settles into the landscape rather than standing apart from it.

No totem element is proposed. Where the Code and other communities within Westlake contemplate a vertical totem element as part of the sign wall for the standard residential pod entry monument, Sandglass proposes a deconstructed version of the standard by using the totem motif incorporated into other architectural elements such as at the entrance gates and various architectural features that are part of the "entry experience".

The design is consistent with what the City has previously approved. The scale, materials and treatment are consistent with the entry features approved and constructed elsewhere within the City of Westlake, including the Silver Lake master sign plan and the Terraces of Westlake. Approval of this waiver maintains, rather than departs from, the established character of community entries within the City.

Public safety is not affected. The monuments are set back a minimum of 10 feet from the right-of-way, are externally illuminated by shielded LED wall-wash fixtures directed at the sign face, and contain no illuminated cabinet, flashing or animated element. Sight distance at each accessway is maintained.

Setbacks are dimensioned on Sheets 3B and 3C. The 10-foot dimension to the nearest right-of-way is the minimum setback and is maintained at all four walls. The east-west dimensions to the nearest right-of-way point are approximate; they are shown to demonstrate that the minimum setback is met, and they are expected to vary with final survey. Final wall locations will be confirmed at building permit, and the 10-foot minimum will be maintained.

Internal Tract Line at Town Center Parkway South

The sign wall on Town Center Parkway South (Wall C), the northernmost of the two walls at that entry, is located across an internal platted tract boundary. The setback standard in the sign regulations runs to the right-of-way line, and a minimum 10-foot setback from the right-of-way is maintained at this wall and at each of the other three walls.

The internal line in question separates two tracts that are, and will remain, under common ownership. Both tracts will be conveyed to and maintained by the Sandglass Homeowners Association. The line is not a right-of-way line, and it is not a boundary with a separate or adjoining owner whose interests a setback is intended to protect. No setback is therefore implicated, and no waiver is required.

Conclusion

The proposed Master Sign Plan provides a single, consistent and restrained community identification sign at the two accessways serving Sandglass of Westlake. It displays less sign copy than the Code permits, at a setback the Code requires, with no totem element and no secondary signage. The waiver requested is limited to the dimensions of the architectural entry wall on which the copy is mounted, and it is consistent with the general intent and purpose of the sign regulations and with entry features previously approved within the City.

The Applicant respectfully requests approval of the Master Sign Plan and the waiver set forth in Table 2. The Applicant will collaborate closely with Staff to bring this application to completion as quickly as possible, and the development team is available to answer any questions Staff might have.

Thank you.

Sandglass
OF WESTLAKE™

Cotleur & Hearing
LAND PLANNING + LANDSCAPE ARCHITECTURE

Cotleur & Hearing
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561-747-6336
www.cotleurhearing.com

MASTER SIGNAGE PROGRAM

SEPTEMBER 2026

SIGNAGE PROGRAM INDEX

3A SIGN LOCATION MAP

3B NORTH SIGN ENTRY DETAIL

3C SOUTH SIGN ENTRY DETAIL

4 RESIDENTIAL POD ENTRY MONUMENT SIGN DETAILS

5A SANDGLASS ENTRANCE RENDERING - OVERALL

5B SANDGLASS ENTRANCE RENDERING - MONUMENT SIGN & WALL

5C SANDGLASS ENTRANCE RENDERING - FEATURE

5D SANDGLASS ENTRANCE RENDERING - GATES

6 FIG. 113-11-3 STANDARD RESIDENTIAL POD ENTRY MONUMENT SIGN

7 DECONSTRUCTED ELEMENTS OF STANDARD RESIDENTIAL POD ENTRY MONUMENT SIGN

8 RESIDENTIAL POD ENTRY MONUMENT SIGN LIGHTING SPECIFICATIONS

9 WAIVER TABLE

SIGN LOCATION MAP

WESTLAKE™

RESIDENTIAL POD ENTRY MONUMENT SIGN



A **TOWN CENTER PARKWAY NORTH SIGN WALL**

B **TOWN CENTER PARKWAY NORTH DECORATIVE WALL**

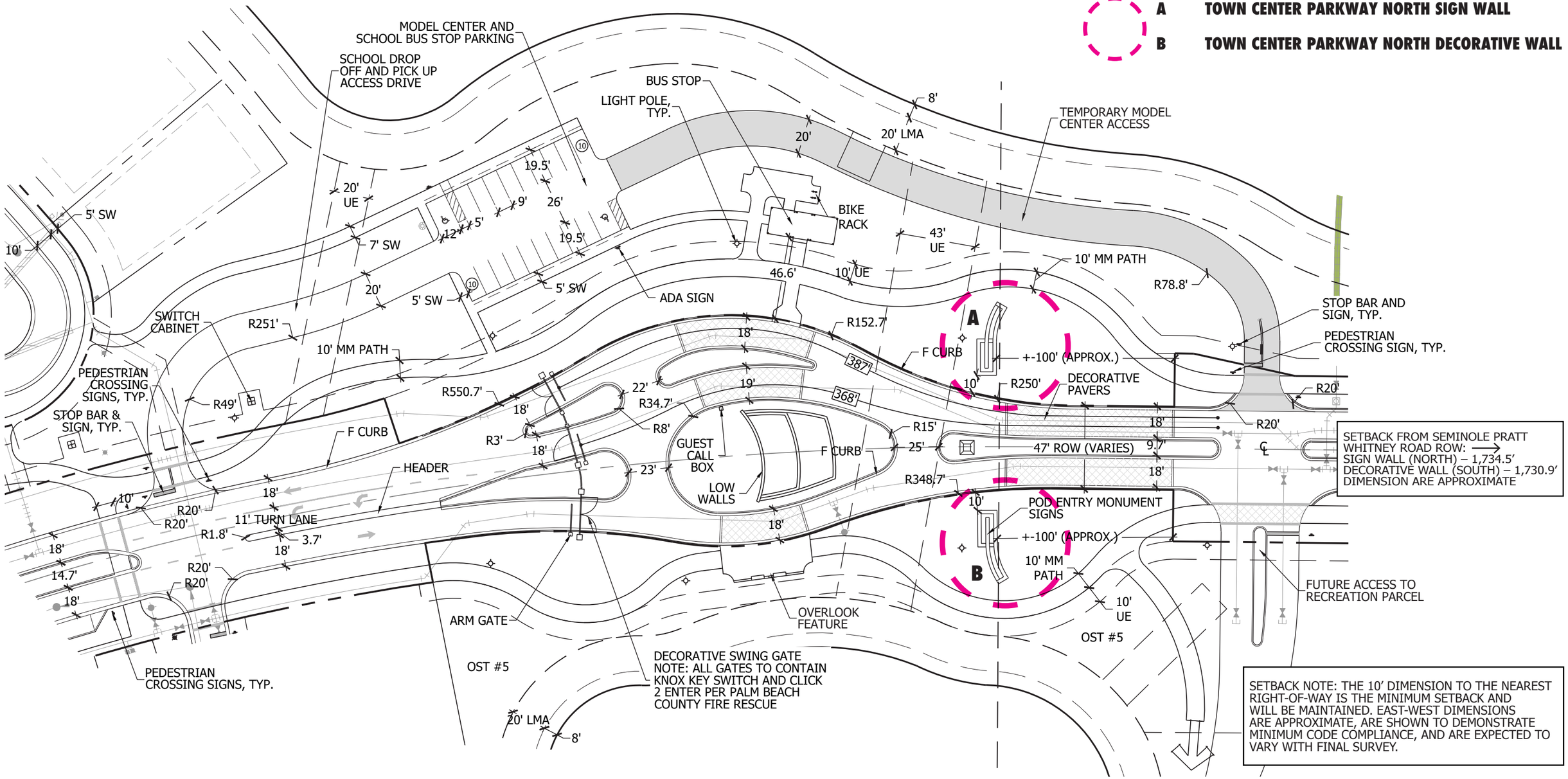
C **TOWN CENTER PARKWAY SOUTH SIGN WALL**

D **TOWN CENTER PARKWAY SOUTH DECORATIVE WALL**

NORTH SIGN ENTRY DETAIL

WESTLAKE™

TOWN CENTER PARKWAY NORTH



SOUTH SIGN ENTRY DETAIL

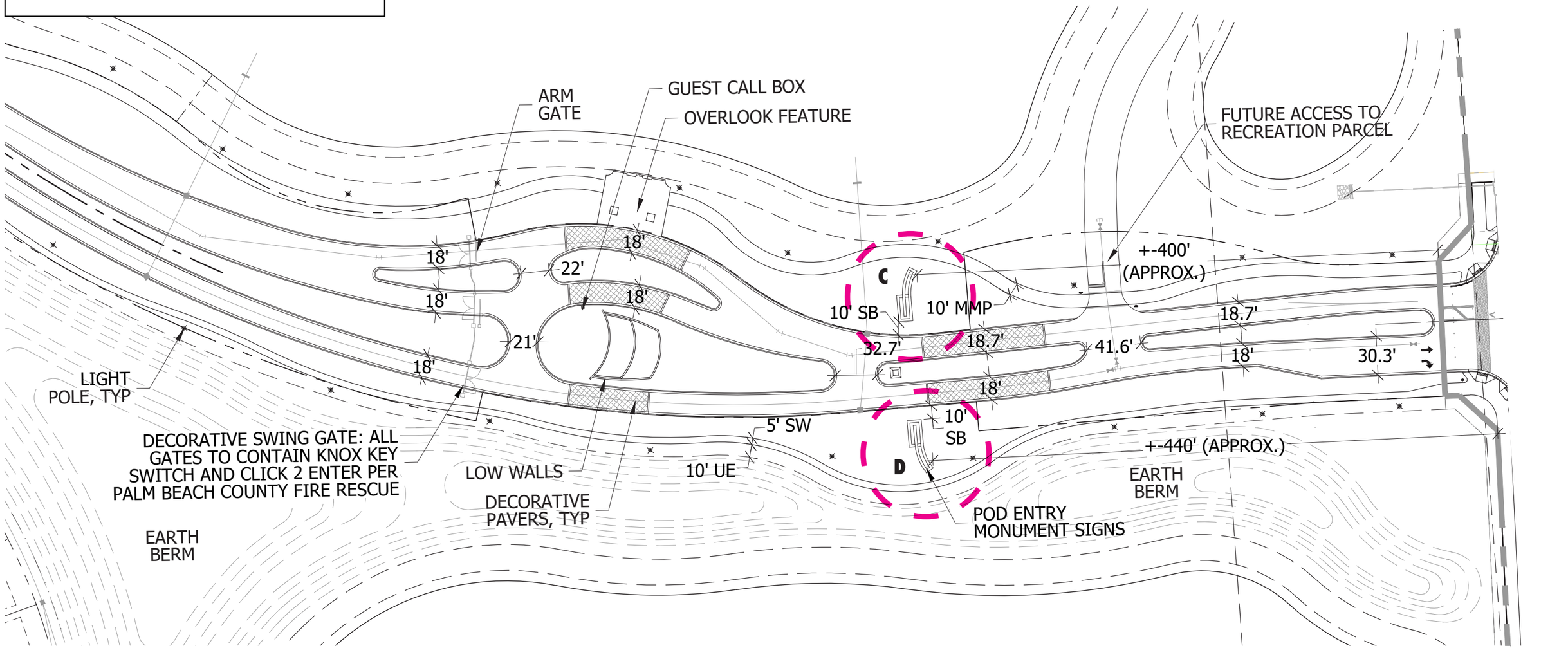
WESTLAKE™

TOWN CENTER PARKWAY SOUTH

SETBACK NOTE: THE 10' DIMENSION TO THE NEAREST RIGHT-OF-WAY IS THE MINIMUM SETBACK AND WILL BE MAINTAINED. EAST-WEST DIMENSIONS ARE APPROXIMATE, ARE SHOWN TO DEMONSTRATE MINIMUM CODE COMPLIANCE, AND ARE EXPECTED TO VARY WITH FINAL SURVEY.

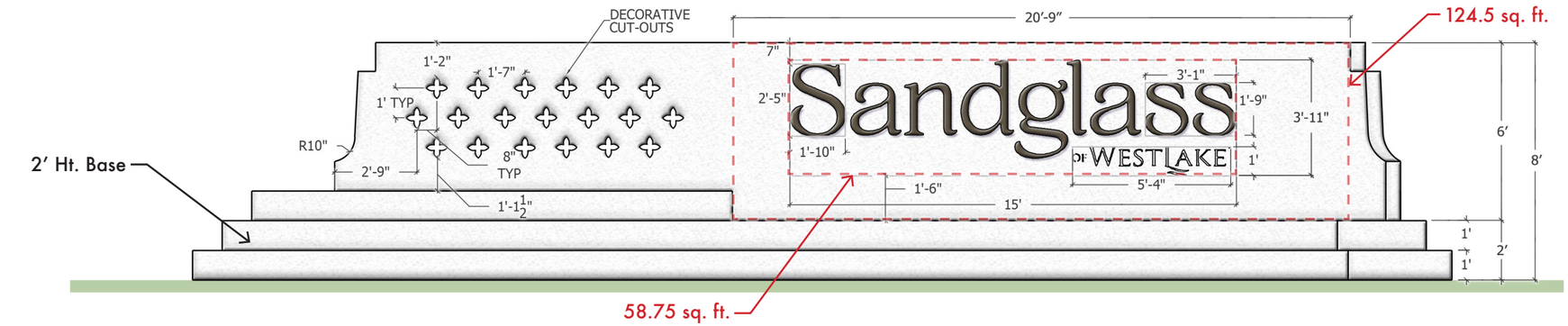
C **TOWN CENTER PARKWAY SOUTH SIGN WALL**

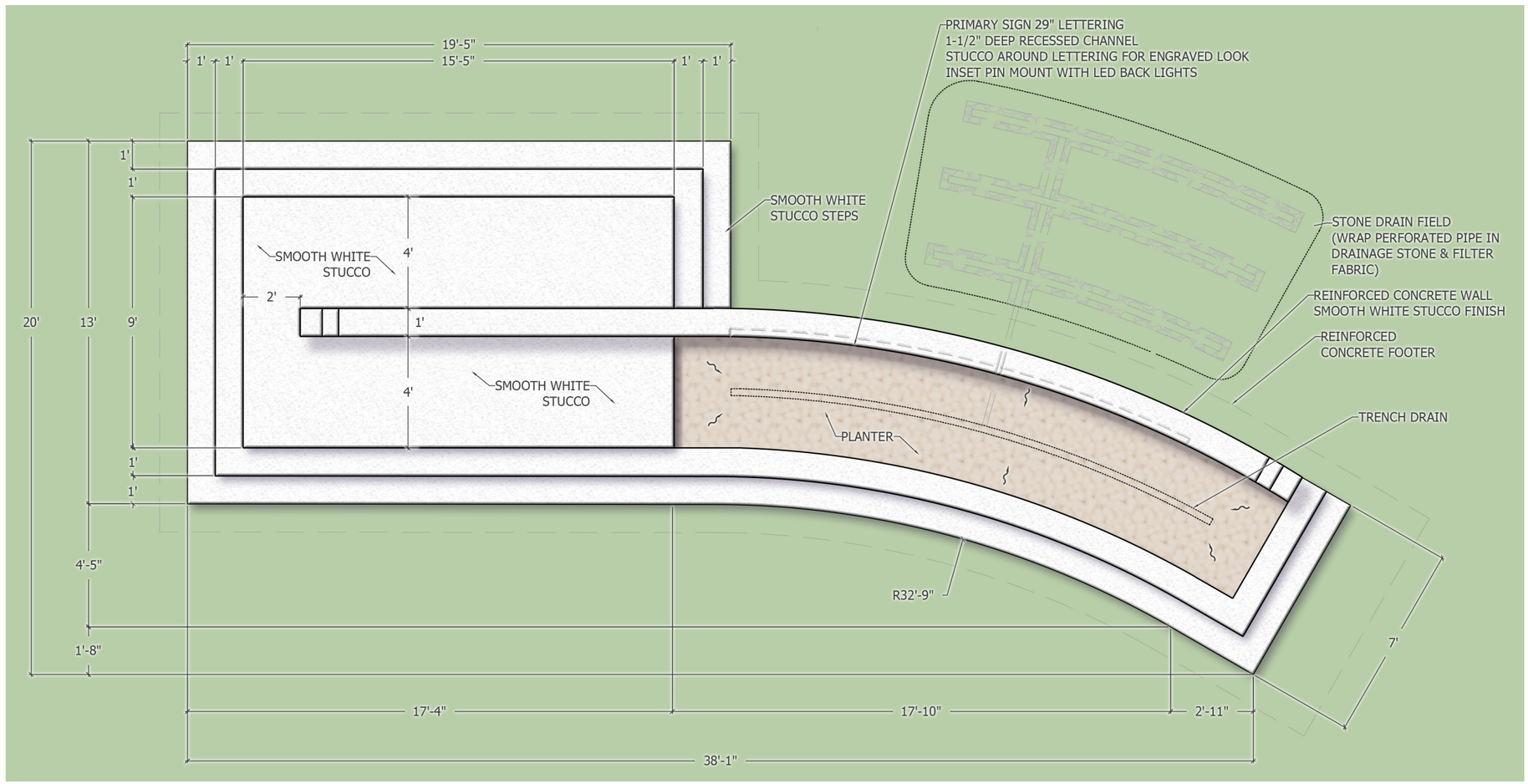
D **TOWN CENTER PARKWAY SOUTH DECORATIVE WALL**



RESIDENTIAL POD ENTRY MONUMENT SIGN DETAILS

WESTLAKE™





SIGN LETTERS :
1 1/2" Channel Lit Letters.
Max Height 29".

COPY AREA:
58.75 sq. ft. [15'x3'-11"]

COLORS/MATERIALS:
Smooth Integral Color Stucco - Three-coat Portland cement plaster/stucco over CMU or approved masonry substrate; smooth hand-troweled architectural finish with subtle natural variation. Integral color: bright neutral white. Finish shall be matte/non-reflective. Provide field mock-up for Architect approval. Sherwin Williams SW 7005 Pure White or similar.

LIGHTING:
Channel Lit Letters
Ground Lighting - 4' Linear Wall Washer

SW 7005 PURE WHITE

COMMUNITY LOGO

Sandglass OF WESTLAKE™

SANDGLASS ENTRANCE RENDERING - OVERALL

WESTLAKE™



SANDGLASS ENTRANCE RENDERING - MONUMENT SIGN AND WALL

WESTLAKE™



SANDGLASS ENTRANCE RENDERING - FEATURE

WESTLAKE™



SANDGLASS ENTRANCE RENDERING - GATES

WESTLAKE™

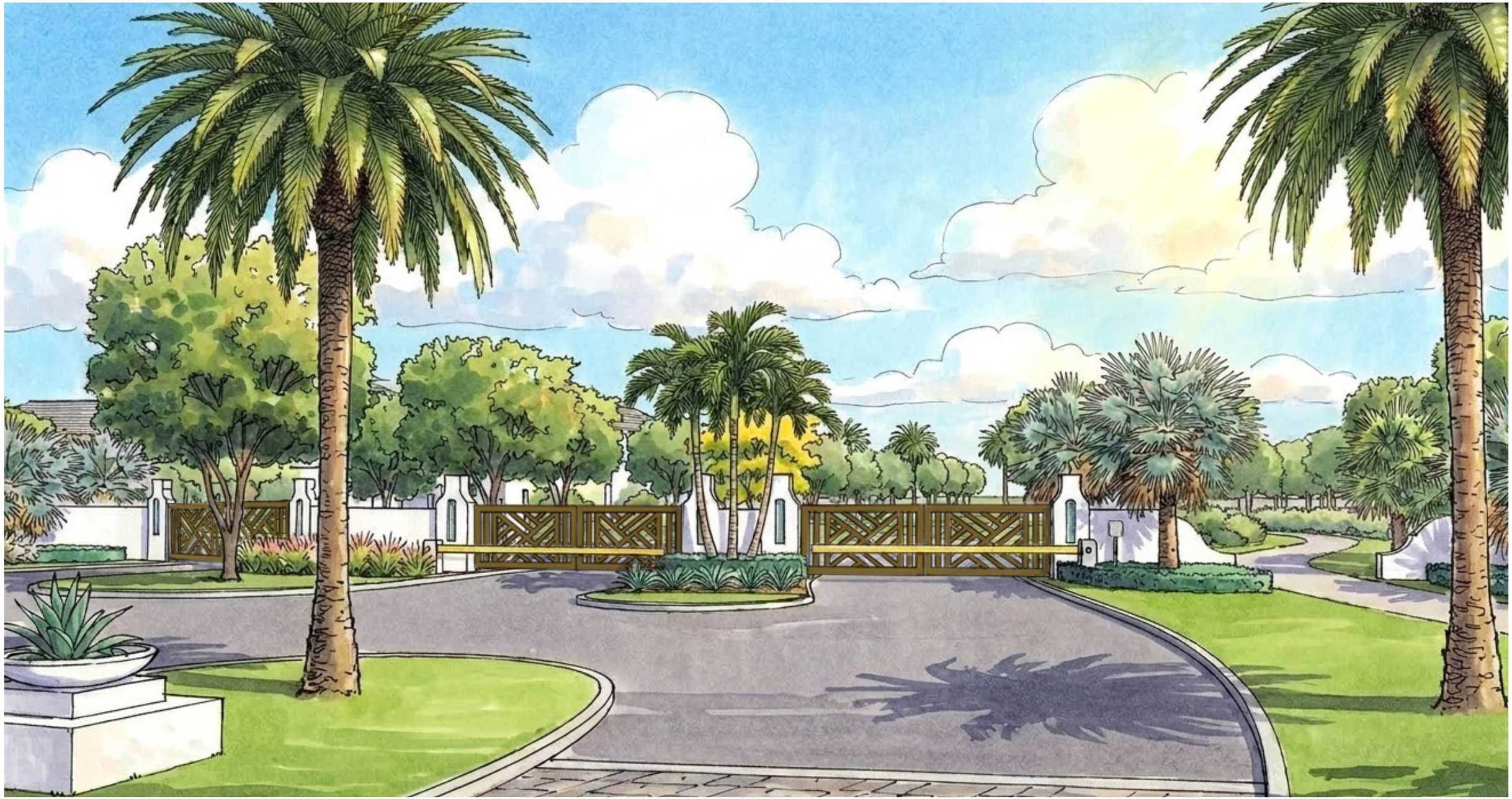
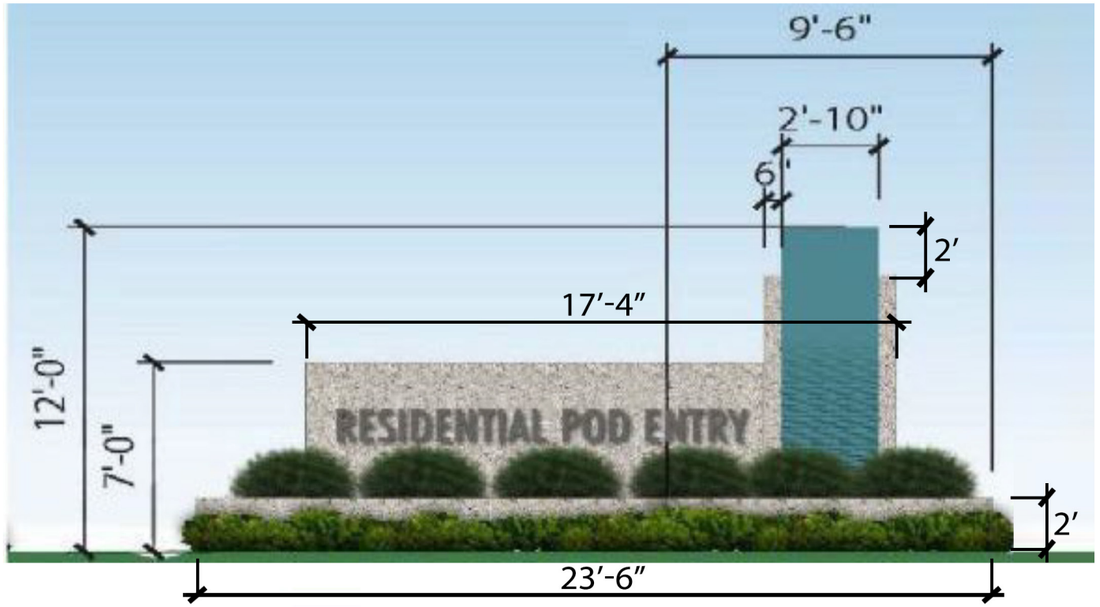


FIG. 113-11-3 STANDARD RESIDENTIAL POD ENTRY MONUMENT SIGN



PMS 404C

PMS 5483

DRYVIT TERRANEO

Main cabinet color: Dryvit Terraneo Everest

Header color: Grey

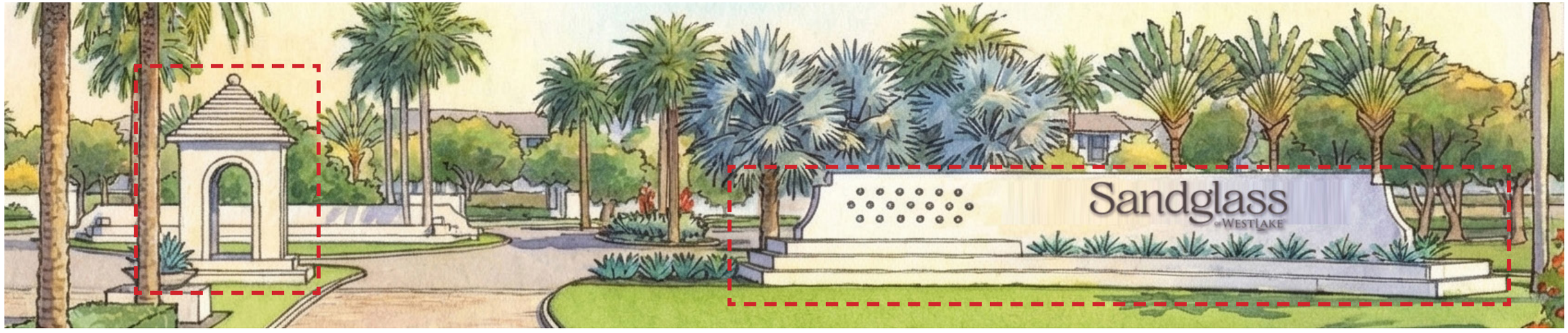
Pole cover: PMS 5483

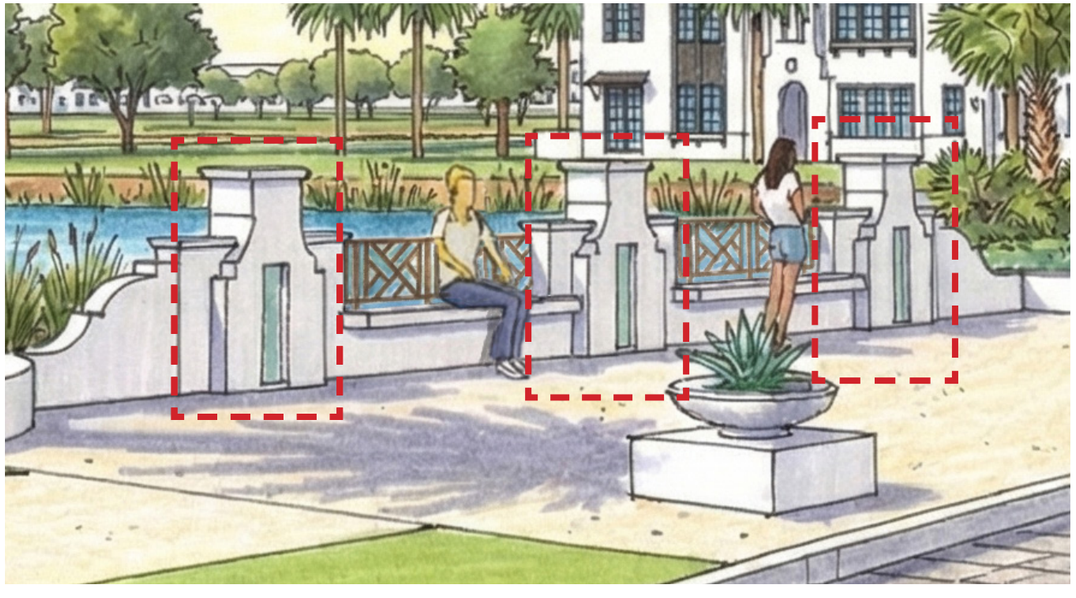
Embellishments: Dryvit Terraneo

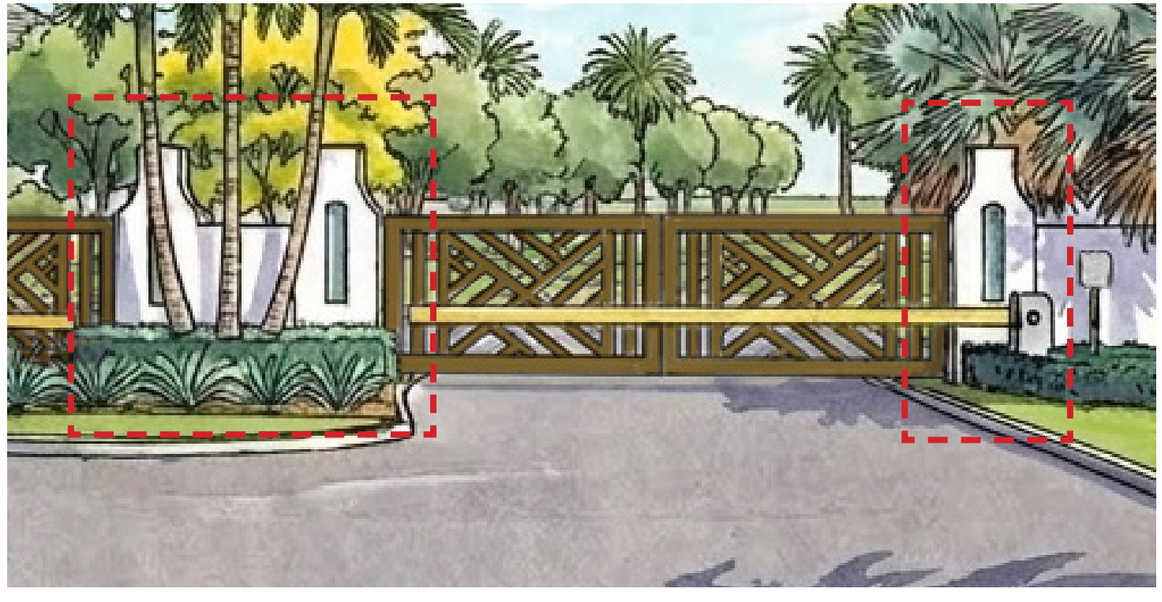
NOTE: SIGN WALL SURFACE AREA = 123 S.F.
(EXCLUDES 2' X 23'-6" PLANTER SURFACE AREA)

DECONSTRUCTED ELEMENTS OF STANDARD RESIDENTIAL POD ENTRY MONUMENT SIGN

WESTLAKE™



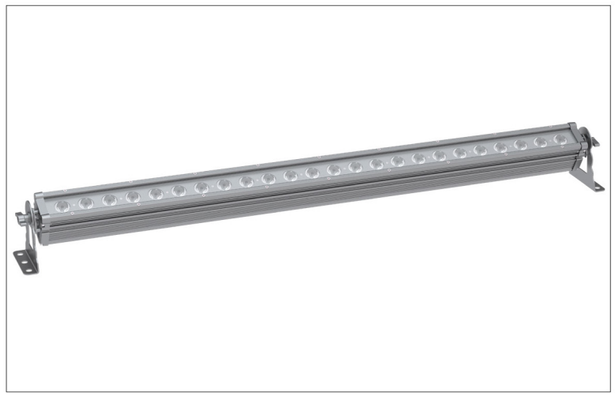




RESIDENTIAL POD ENTRY MONUMENT SIGN LIGHTING SPECIFICATIONS

WESTLAKE™

PROJECT: **SANDGLASS OF WESTLAKE**	TYPE: **LA**
LOCATION: **CITY OF WESTLAKE**	CAT:





Black Silver White

Black and White finishes are available as special order only

Description
Heavy duty 4ft linear wall washer in 3000K, RGB, or RGBW

Features
- 1x24 LED pattern with long-life, low-maintenance LEDs (addressable as 4 sets of 6 LEDs)
- Quick-ship & special order options available (please allow 12-16 weeks for special order options)
- Durable die-cast aluminum housing with IP65 rating
- Single cable power and signal linking
- DMX 512 Data protocol
- RDM Required to address - fixtures are factory set to ID=001
- Adjustable angle design and easy installation maximizes on site flexibility
- Additional optics and visor options available (special order only)

Mounting
Attached mounting arms

Applications
Commercial wall washing, entrance and facade lighting, seasonal & decorative displays, entertainment and event lighting, large scale and municipal installations, bridges and walkways

3000K STATIC WHITE ONLY. THE RGB/RGBW COLOR-CHANGING, DMX SEQUENCING AND STROBE FUNCTIONS OF THIS FIXTURE ARE NOT TO BE USED (THE CODE PROHIBITS FLASHING OR ANIMATED ILLUMINATION).

NOTE THIS FIXTURE IS 100-240V LINE VOLTAGE, NOT LOW-VOLTAGE

WET LOCATION

c ETL US Intertek

Technical Information

CCT	3000K	RGB	RGBW
Input Voltage Range	100-240V AC, 50/60Hz		
Max Power	96W	97.8W	96W
Power Factor	0.99	0.99	0.99
Input Current	0.99A	0.93A	0.92A
Drive Current	1.5A	0.5A	0.5A
Max Power Linking	9 units		
Max Signal Linking	30 units (use PZM-WW-SIGADPT-BK)		
Max Lumens	4800Lm	2700Lm	3100Lm
Dimming	0-100%		
Strobe	0-20Hz		
Data Protocol	DMX512; RDM Required for address		
DMX Channel	4 Channels (6 Channels for Strobe) 4 Sets of 6 LEDs	12 Channels (14 Channels for Strobe) 4 Sets of 6 LEDs	16 Channels (18 Channels for Strobe) 4 Sets of 6 LEDs
Optics	25° Standard		
Net Weight	7Kg (15.4Lbs)		
Working Temp	-20°C (-4°F) ~ 45° (113°F)		
IP Grade	IP65		
Safety Rating	cETLus Listed; Wet locations		
Rated Life	50,000 Hours		

WAIVER TABLE

No.	Element	Figure 113-11-3 (image)	Proposed (Sheet 4)	Deviation
1A	Overall length	23′-6″ overall, measured at the 2′ planter base	38′-1″ overall (plan)	+14′-7″
1B	Height	7′-0″ sign wall; 12′-0″ totem	8′-0″ overall (6′-0″ wall on 2′-0″ base); no totem	1′-0″ taller than the image's sign wall; 4′-0″ lower than its totem
1C	Totem	12′-0″ high by 2′-10″ wide, attached to the sign wall	None. The totem motif is expressed instead in the entry piers and gate columns (Sheet 7)	Totem eliminated
1D	Sign wall surface area	123 sq. ft. (excludes 2′ × 23′-6″ planter)	124.5 sq. ft. (20′-9″ × 6′-0″ sign panel above the 2′ base)	+1.5 sq. ft. (about 1%)
1E	Design and materials	Dryvit Terraneo cabinet; grey header; PMS 5483 totem cover	Smooth white stucco (SW 7005); curvilinear stepped wall with decorative cut-outs and integral planter	Design and materials differ from the image
—	Copy area (the only regulated sign component)	60 sq. ft. maximum	58.75 sq. ft. (15′-0″ × 3′-11″)	Complies — not a deviation

File Attachments for Item:

C. SPM-2026-02: The applicant is requesting approval of a Site Plan Modification for James Business Park, located at 17035 Persimmon Boulevard West, to accommodate an overnight kennel providing dog day care, overnight boarding, and grooming within an existing 10,855 square-foot tenant space in Unit 700 (Bay 3A) of the North Building. The proposal includes an approximately 1,840square-foot fenced outdoor pet relief and play area within an existing loading area, associated exterior improvements, revised parking and loading calculations, and an amendment to Condition 2 of Development Order SPR-2022-01 concerning allowable uses within the development.

Submitted By: Planning and Zoning

Meeting Agenda Item Coversheet

MEETING DATE:	11/10/2026	**Submitted By:** Planning and Zoning
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**SPM-2026-02:** The applicant is requesting approval of a Site Plan Modification for James Business Park, located at 17035 Persimmon Boulevard West, to accommodate an overnight kennel providing dog day care, overnight boarding, and grooming within an existing 10,855 square-foot tenant space in Unit 700 (Bay 3A) of the North Building. The proposal includes an approximately 1,840square-foot fenced outdoor pet relief and play area within an existing loading area, associated exterior improvements, revised parking and loading calculations, and an amendment to Condition 2 of Development Order SPR-2022-01 concerning allowable uses within the development.	
STAFF RECOMMENDATION: **(**MOTION READY)	**Motion to Approve** – SPM-2026-02, the James Business Park Site Plan Modification, including amendment to Condition 2 of Development Order SPR-2022-01 as recommended in the staff report, subject to the conditions of approval.	
SUMMARY *and/or* JUSTIFICATION:	The applicant requests a Site Plan Modification to accommodate a dog day care, overnight boarding, and grooming facility within an existing 10,855-square-foot tenant space in Unit 700 (Bay 3A) at James Business Park, located at 17035 Persimmon Boulevard West. The proposal includes an approximately 1,840-square-foot fenced outdoor pet relief and play area within an existing loading area, associated exterior improvements, and revised parking and loading calculations. The request also includes amendment of Condition 2 of Development Order SPR-2022-01. The applicant proposes allowing light industrial or commercial uses. Staff recommends a narrower amendment retaining the light industrial use restriction while allowing conditional uses expressly approved by the City Council and incorporated into the approved site plan and development order. The overnight kennel is separately evaluated under CU-2026-01. Staff recommends that CU approval be contingent upon approval of SPM-2026-02, including amendment of Condition 2 accommodating the proposed use.	

SELECT, *if applicable*				
	AGREEMENT:		**BUDGET:**	
	STAFF REPORT:	X	**PROCLAMATION:**	
	EXHIBIT(S):	X	**OTHER:**	

IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Agenda Item Sheet Staff Report Engineering Approval Letter Application Justification Statement Site Plan Operational Plan Odor Sanitation Animal Waste and Facility Maintenance Plan Data Sheet Outdoor Yard Floor Plan

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

City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 11/10/2026

PETITION DESCRIPTION

PETITION NUMBER: SPM-2026-02 *James Business Park Site Plan Modification*
OWNER: JAMES BUSINESS PARK LLC
APPLICANT: Cotleur & Hearing
PCN: Portion of 77-41-43-05-06-006-0000

REQUEST

The applicant is requesting approval of a Site Plan Modification for James Business Park, located at 17035 Persimmon Boulevard West, to accommodate an overnight kennel providing dog day care, overnight boarding, and grooming within an existing 10,855 square-foot tenant space in Unit 700 (Bay 3A) of the North Building. The proposal includes an approximately 1,840square-foot fenced outdoor pet relief and play area within an existing loading area, associated exterior improvements, revised parking and loading calculations, and an amendment to Condition 2 of Development Order SPR-2022-01 concerning allowable uses within the development.

SUMMARY

The applicant is requesting approval of a Site Plan Modification to accommodate a dog day care, overnight boarding, and grooming facility within the existing 135,541-square-foot North Building at James Business Park. The development contains two buildings totaling 145,643 square feet. The proposed facility will occupy approximately 10,855 square feet, including approximately 2,435 square feet dedicated to animal boarding areas, with the remaining space accommodating reception, offices, grooming, indoor daycare, circulation, and support functions.

The proposed facility will provide indoor pet care services, including daycare, overnight boarding, grooming, and customer drop-off and pick-up. In addition, the applicant proposes a fenced outdoor pet relief area measuring approximately 1,840 square feet within the existing loading area along the east side of the building.

The proposed use requires 11 parking spaces, resulting in a total overall parking requirement of 200 spaces for the development. The existing development provides 224 parking spaces, exceeding the required minimum. The proposed modification also reduces the number of loading spaces from 40 to 38. Three designated parking spaces are proposed for customer drop-off and pick-up to accommodate the operational needs of the facility.

Condition 2 of Development Order SPR-2022-01 requires all uses to comply with the Code definition of “Light Industrial Uses.” In its October 14, 2026 justification letter, the applicant requests amendment of that condition to allow “Light Industrial Uses or Commercial Uses.” The requested wording would broaden the allowable uses throughout James Business Park beyond the proposed kennel tenant.

Staff recommends permitting conditional uses expressly approved by the City Council and incorporated into the approved site plan and development order, while retaining the existing light industrial use restriction for other uses. This approach accommodates the proposed overnight kennel through CU-2026-01 without broadly authorizing commercial uses throughout the development.

The overnight kennel is separately evaluated under Conditional Use application CU-2026-01, scheduled for City Council consideration on November 10, 2026. CU-2026-01 approval is contingent upon approval of SPM-2026-02, including amendment of Condition 2 to accommodate the proposed use.

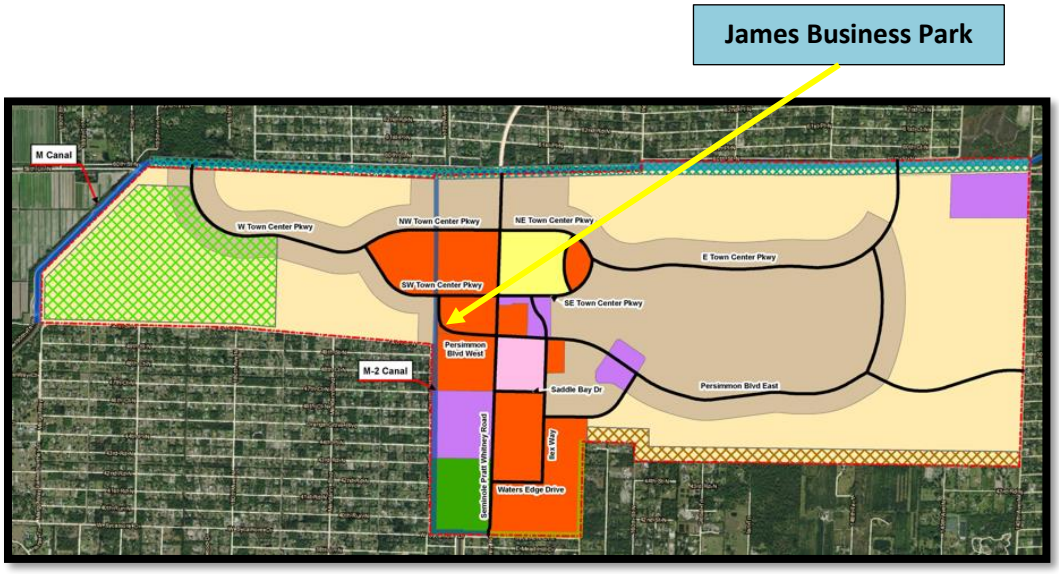
STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the above-mentioned application meets all of the required City of Westlake land development regulations. The Planning and Zoning and Engineering Departments recommend the following Conditions of Approval:

1. Condition 2 of Development Order SPR-2022-01 shall be amended to read:
   "All uses within James Business Park shall comply with the Code definition of 'Light Industrial Uses,' except for conditional uses expressly approved by the City Council and incorporated into the approved site plan and development order. All such conditional uses shall remain subject to the applicable conditional use approval and conditions imposed by the City Council."
2. Required fencing, gates, ramp, shade structures, and drainage improvements shall be completed before commencement of outdoor animal activities.
3. Required parking, loading areas, service circulation, pedestrian access, and emergency access shall remain unobstructed and available for their approved purposes.
4. Approval of SPM-2026-02 does not independently authorize operation of the overnight kennel. Separate approval of CU-2026-01 is required.
5. All other conditions of Development Order SPR-2022-01, as previously amended, shall remain in effect except as expressly modified by this approval.

PETITION FACTS

a. Total Gross Site Area: 11.66 acres
b. Building Data: North Building 135,540 sq. ft.; South Building 10,103 sq. ft. (total 145,643 Sq. Ft. for light-industrial warehouse)
c. Land Use and Zoning
   Existing Land Use: Industrial Warehouse
   Future Land Use: Downtown Mixed Use
   Zoning: Mixed Use



BACKGROUND

James Business Park is an existing two-building development within Tract A in the southwestern portion of Pod G. The proposed facility will occupy Unit 700 (Bay 3A) of the North Building. The application includes modifications to the tenant's existing loading area and an amendment to Condition 2 of Development Order SPR-2022-01.

- On May 24, 2021, the City Council approved the plat for Pod G Southwest.
- On July 5, 2022, the City Council approved the site plan for the two-building development totaling 145,643 square feet.
- On July 5, 2022, the City Council approved a Master Sign Plan (MSP) for the subject development, which included 22 waivers.
- On May 3, 2024, the development received approval for a Minor Site Plan Modification to add one (1) FPL transformer and remove light poles from the rear of Building 1.
- On August 23, 2024, the development received approval for a Minor Site Plan Modification to allow indoor recreational use on the subject site.
- On January 16, 2026, the development received approval for a site plan modification to accommodate the parking requirements associated with the indoor recreational use.

STAFF ANALYSIS

The proposed Site Plan Modification accommodates a 10,855-square-foot dog day care, overnight boarding, and grooming facility within Unit 700 (Bay 3A) of the existing North Building. No expansion of the principal building footprint is proposed.

Exterior improvements are concentrated within an existing loading area on the east side of the building. The proposal includes an approximately 1,840-square-foot outdoor pet relief and play area, white PVC fencing and gates, synthetic pet turf over an AirGrid drainage base, three approximately 16-foot-by-20-foot shade sails, and a ramp connecting the tenant space to the outdoor area through an existing overhead door.

The applicant also proposes a curb and a five-foot-wide landscaped infiltration strip to receive liquids from the outdoor turf area. The final drainage and containment design, including its capacity and handling of rinse water and animal-related liquids, shall be subject to City Engineering review and approval before construction.

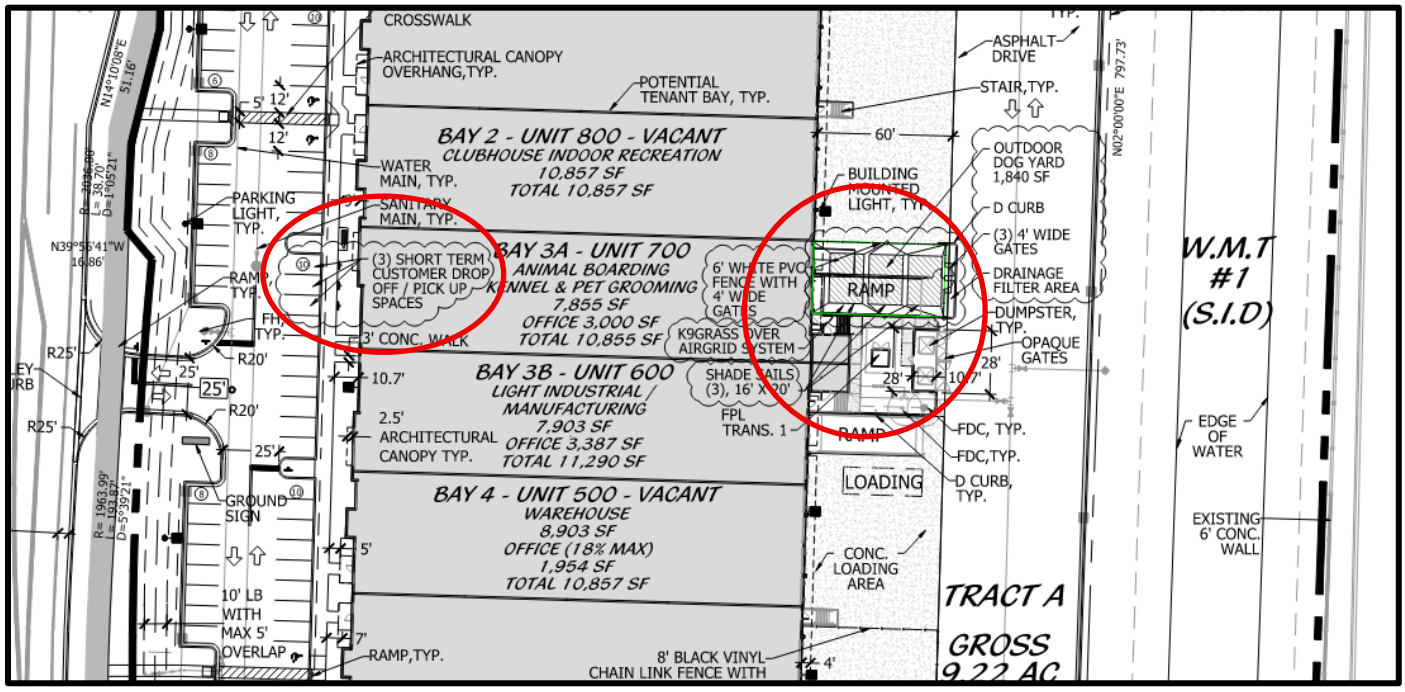
PARKING AND LOADING

The submitted parking analysis identifies an overall development requirement of 200 parking spaces, with 224 spaces provided, resulting in a surplus of 24 spaces. Three spaces near the tenant entrance are designated for short-term customer drop-off and pick-up. The proposal reduces the number of loading spaces provided from 40 to 38 by converting an existing loading area serving Unit 700 (Bay 3A) to the outdoor enclosure.

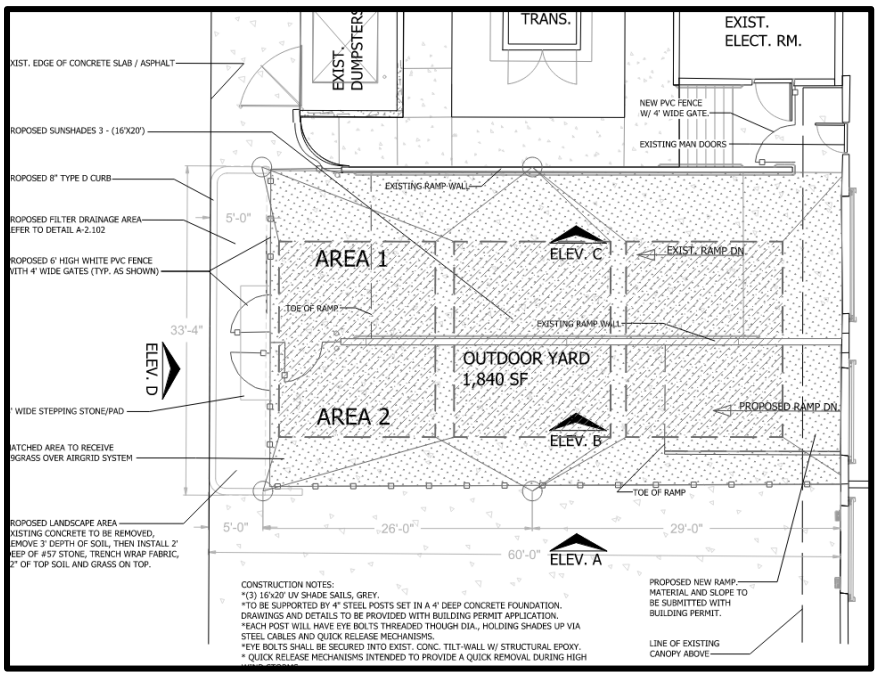
The proposed improvements are limited to an existing developed portion of the site and do not expand the principal building footprint. The recommended conditions require construction in

accordance with the approved plans, Engineering approval of the outdoor drainage design, and preservation of required parking, loading, pedestrian access, service circulation, and emergency access. Operational characteristics, including animal capacity, outdoor hours, supervision, noise mitigation, and sanitation, are evaluated separately under CU-2026-01.

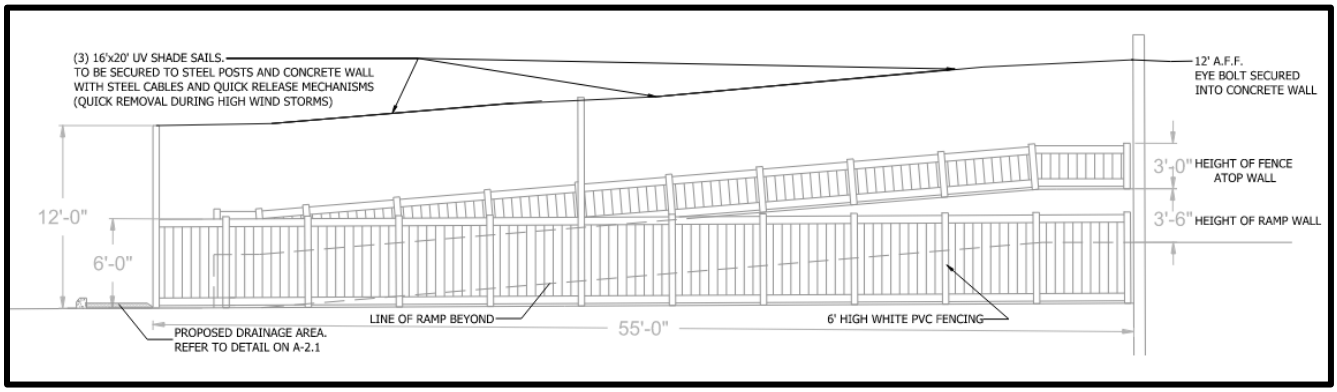
Proposed Site Improvements



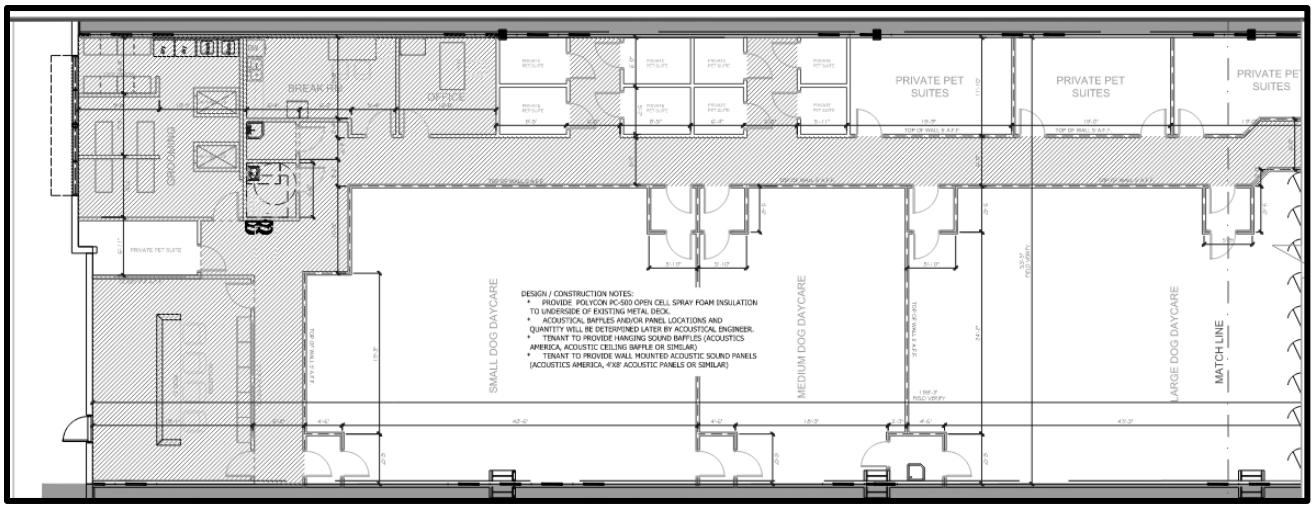
Proposed Outdoor Area

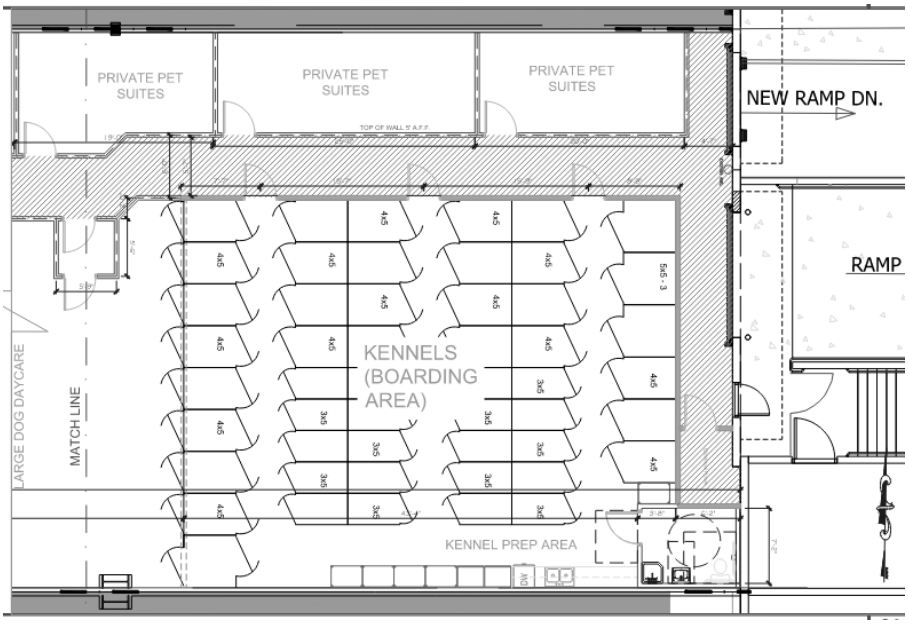


Proposed Ramp



Proposed Floor Plan





Traffic
All material traffic comments were addressed. The total trips projected for this application do not exceed the approved trips for Westlake per the Development Order.

Fire Rescue
The site plan application was reviewed by Mr. Wesley Jolin, IAAI-CFI, Fire Safety Specialist, from Palm Beach County Fire Rescue with no further comments.

FINAL REMARKS
SPM-2026-02 is scheduled for City Council consideration on November 10, 2026, following consideration of companion Conditional Use application CU-2026-01. The public hearing was advertised in compliance with the City's code. The subject application was reviewed by the City of Westlake Staff (Planning and Zoning, Engineering) and Palm Beach County Fire Rescue. Please see enclosed letter from City Engineer.

CITY OF WESTLAKE

Engineering Department

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

DATE:	9/11/2026
APPLICATION NUMBER:	SPM-2026-02
DESCRIPTION:	James Business Park Dog Day Care - Site Plan Modification
APPLICANT:	Cotleur & Hearing
OWNER:	James Business Park, LLC
REQUEST:	Site Plan Modification Review
LOCATION:	Westlake, FL
STAFF REVIEW:	**RECOMMENDATION OF APPROVAL**

The Engineering Department recommends approval of the plans submitted on 09-02-2026.

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

1) 1) SPM-2026-02 James Bus Park - Dog Day Care Application
2) 2) SPM-2026-02 Application Fee Receipt from City
3) 2) SPM-2026-02 Justification Statement
4) 3) DOG UNLEASHED A-2_1 - FLOOR PLAN (4)
5) 4) DOG UNLEASHED A-1_1 - OUTDOOR YARD (3)
6) 5) DOG UNLEASHED A-2_2 - DATA SHEETS (5)
7) 6) Site Plan - Updated 08_28_2026
8) 7) CU-2026-01 Operational Plan
9) 8) CU-2026-01 Odor Sanitation Animal Waste and Facility Maintenance Plan
10) 9) CU-2026-01 Noise Management Plan
11) 10) Dog Waste Station Spec

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



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

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

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

APPLICATION FOR SITE PLAN REVIEW

PLANNING & ZONING BOARD ☐ **Meeting Date:** _____

CITY COUNCIL **Meeting Date:** _____

INSTRUCTIONS TO APPLICANTS:

1. **Please complete all sections of this application. If not applicable, indicate with N/A.**
2. **Provide all required documents as shown on the attached checklist. If not applicable, indicate with N/A.**

*The **Planning & Zoning Board** meets the **second Monday of the month at 6:00 p.m.,** as needed in the City Council Chambers, 4005 Seminole Pratt Whitney Road. The applicant will be informed in writing of their scheduled meeting date. After review and recommendation by the Planning & Zoning Board, applications will be heard by the City Council. The **City Council** meets on **the second Monday of the month at 6:30 p.m.,** in the City Council Chambers.*

I. PROJECT DESCRIPTION & APPLICANT INFORMATION

PROJECT NAME: James Business Park – Dog Day Care (SPM-2026-02)

PROJECT ADDRESS: 17035 Persimmon Blvd. West (Bay 3A – Unit 700)

DESCRIPTION OF PROJECT: Dog Day Care Facility in Bay 3A

Property Control Number (PCN), list additional on a separate sheet: 77-40-43-01-21-001-0000

Estimated project cost: TBD

Property Owner(s) of Record (Developer) James Business Park, LLC

Address: 6051 Southern Blvd., Suite 800, West Palm Beach, FL 33413

Phone No.: 561-281-2671 Fax No.: _____ E-mail Address: btristano.jamlyn@gmail.com

Agent (if other than owner complete consent section on page 3):

Name: Cotleur & Hearing

Address: 1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Phone No.: 561-747-6336 Fax No.: _____ E-mail Address: dhearing@cotleur-hearing.com

II. LAND USE & ZONING

A) **ZONING MAP DESIGNATION** Mixed Use B) **FUTURE LAND USE MAP DESIGNATION** Downtown Mixed Use

C) Existing Use(s) Bay 3A - Vacant

D) Proposed Use(s), as applicable Commercial Use in the Mixed Use Zoning District

III. ADJACENT PROPERTIES

	EXISTING USE(S)	FUTURE LAND USE DESIGNATION	ZONING DISTRICT
SUBJECT PROPERTY	Constructed	Downtown Mixed Use	Mixed Use
NORTH	Pod G North – Walmart – Under Construction	Downtown Mixed Use	Mixed Use
SOUTH	Pod H – Westlake Landings (Under Construction)	Downtown Mixed Use	Mixed Use
EAST	Publix Plaza Constructed	Downtown Mixed Use	Mixed Use
WEST	Vacant	Residential 2	Residential 2

V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT

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

I/we, the owners, hereby give consent to Cotleur & Hearing to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the application and property I/we own described in the application.

By signing this document, I/we affirm that I/we understand and will comply with the provisions and regulations of the City of Westlake, Florida, Code of Ordinances. I/we further certify that all of the information contained in this application and all the documentation submitted is true to the best of my/our knowledge.

Ben Tristano	Donaldson Hearing	Owner's
Name (please print)	Applicant/Agent's Name (please print)	
		Owner's
Signature	Applicant/Agent's Signature	
7-30-26	July 30 2026	
Date		Date

Cotleur & Hearing
LAND PLANNING + LANDSCAPE ARCHITECTURE
JUPITER + ORLANDO EST. 1991
CELEBRATING 35 YEARS

POD G SOUTHWEST — JAMES BUSINESS PARK

Site Plan Modification (SPM-2026-02)

Justification Statement

August 28, 2026; (Revised September 29, 2026); Revised October 14, 2026

Introduction

The Applicant, Jamlyn Supply, Inc., is requesting approval of a site plan modification running in tandem with a concurrent conditional use application (CU-2026-01) within this existing light industrial and commercial warehouse development. The site plan was initially approved by Development Order on July 22, 2022 (SPR-2022-01). Subsequently, on January 2, 2026, the applicant received approval from the City, by Ordinance No. 2025-10, amending Chapter 101, revising Section 101-1, to establish a definition for Recreation, Indoor Sport Court (Padel). Prior to that, on August 23, 2024, the City administratively approved SPM-2024-03, which added 45,841 square feet of Indoor Recreation and 5,051 square feet of Health, Physical Fitness use to the approved use program. Then on August 5, 2025, a variance was approved by Development Order (VAR-2025-02) to the Xcel Padel tenant to allow a reduction of the required 1,000-foot distance from another establishment licensed for the retail sale of alcoholic beverages. This facility is located within the southwest portion of Pod G, directly west of the Publix Plaza, and is fully constructed. The plat of "Pod G Southwest" was previously approved and is recorded in the Public Records, containing approximately 11.666 acres.

The Applicant is proposing a dog daycare with overnight boarding and grooming within 10,855 square feet in Unit 700 (Bay 3A) of the North Building at 17035 Persimmon Boulevard West. The Site Data table identifies the tenant space at 10,855 square feet, of which 2,435 square feet is animal boarding kennel area. The balance is the reception area, office, grooming area and daycare area. The facility will include indoor pet care, boarding, supervision, customer reception, office and support functions, grooming, kennel and boarding areas, and related accessory service areas. A fenced outdoor pet relief and play area of approximately 1,840 square feet is proposed contiguous to the occupied tenant space, within the existing loading area on the east side of the building and entirely within the area previously designated for loading for Unit 3A. The outdoor area will be improved with an AirGrid base installed directly over the existing concrete loading apron and K9Grass antimicrobial pet turf laid over the AirGrid. The outdoor area is accessory to the primary indoor operation and will be used for supervised pet relief and limited outdoor activity.

Nature of the Operation

How this business actually runs matters to how the City evaluates it, so it is worth setting out before getting to the individual criteria.

The facility operates predominantly as a weekday dog daycare. Owners drop their dogs off in the morning on the way to work, the dogs stay through the day under staff supervision, and the owners pick them up in the evening on the way home. That pattern accounts for most of the activity at the facility and most of the trips it generates, and it follows the ordinary commuting day rather than adding to it.

Overnight boarding service demand is concentrated around holidays, vacations, and specific client needs. On a typical weekday in the middle of the month very few dogs stay overnight; around Thanksgiving, the winter holidays, and spring break more do. The Applicant is not minimizing that component, and it is the reason the Conditional Use is requested under the "Overnight kennel, including kennels ancillary to veterinarian services" category. It is simply not the center of the operation.

The facility is predominantly a dog facility but is not exclusive to dogs. Cats and other small animals, such as birds and reptiles are occasionally boarded, generally around holidays, and they are housed in the separate private rooms and suites rather than in any group area.

Within the 10,855-square-foot tenant space, Sheet A-2.1 tabulates 825 square feet of reception and office area, 438 square feet of grooming area, 5,347 square feet of daycare areas, and 2,435 square feet of boarding areas. The daycare areas are more than twice the boarding areas, and the boarding areas are roughly a fifth of the tenant space. The building is laid out for daytime care, and the plan itself demonstrates that boarding is subordinate to it.

The space is organized around that program. The front of the tenancy is a reception and customer lobby with a fifteen-foot counter, and a small ancillary retail display sits at that counter for customers who are already in the building. Behind reception are the grooming area with two bathing tubs and cage dryers, separate communal daycare rooms for small, medium, and large dogs, eight private rooms and a group of private suites for animals that need higher-service or individual accommodation, a laundry, an employee break room, a kennel prep area, and a comparatively small kennel area with individual runs at four by five, three by five, and five by five feet. In addition to the man door, a new ramp down accessed by the existing overhead door leads to the outdoor yard.

The operator runs three other facilities in Palm Beach County and Westlake would be the fourth. The procedures described in this statement and in the supporting plans are existing, in-use protocols rather than something written for this application.

Consistency with Development Order SPR-2022-01

Condition 2 of Development Order SPR-2022-01 provides that "[a]ll uses must be in compliance with the Code definition of 'light Industrial Uses'." The Applicant has evaluated the proposed use against that condition and believes the proposed use complies with it.

The City's September 25, 2026 comments on SPM-2026-02 again take the position that Condition 2 limits the property to light industrial uses and that the Development Order must be amended to allow this use. The Applicant continues to read and interpret Condition 2 as set out below. To the extent the City wishes to add conditions of approval to ensure that the performance standards associated with this conditional use are maintained, the Applicant will agree to reasonable conditions. The Operational Plan, the Noise Management Plan, and the Odor, Sanitation, Animal Waste and Facility Maintenance Plan submitted with this application already provide those protections, and a condition requiring the facility to operate consistent with those plans is the most direct way to make them enforceable.

The Code defines Light Industrial Uses as land uses that include construction operation and storage facilities, manufacturing, assembly, processing or storage of products "when such activities have minimal

and inoffensive external impacts such as smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual impacts on the surrounding neighborhood." The operative content of the definition is a performance standard, and the City has consistently described it that way. The SPR-2022-01 staff report, immediately after quoting the definition, states that "[t]he above definition will serve as the basis to determine allowable uses, and their potential impact in terms of smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual effect." Zoning Verification Letter ZV-2026-03, issued March 24, 2026, repeats that sentence in the present tense. That is the way we read and interpret the condition.

The approved use program is consistent with that interpretation. The representative uses accepted with the 2022 approval include Indoor Recreation, Contractor Supply Store, Party Rental & Supply, Equipment Rental & Supply, and Medical & Pharma Laboratories & Research Centers, several of which are not manufacturing, assembly, processing, or storage of products under a literal interpretation of the definition. The City has also applied the condition this way in practice. SPM-2024-03 introduced 45,841 square feet of Indoor Recreation (the padel facility) and 5,051 square feet of Health, Physical Fitness use administratively as a minor modification, expressly finding that "[t]he uses listed in the modified site plan were approved by the City Council on June 5, 2022, as part of application SPR-2022-01," without any amendment to Condition 2. The currently approved Site Data table also carries a cheer club and a massage therapy and spa use, and the City Council granted VAR-2025-02 allowing the padel tenant to serve alcoholic beverages.

The underlying zoning is Mixed Use. In the MU permitted use table, "Light industrial uses" is one permitted use among many; Retail Sales or Service, Office, Commercial recreation uses, Athletic Training Facility, Veterinary, and Food Service, Restaurants and cafes are permitted by right, and "Overnight kennel, including kennels ancillary to veterinarian services" is a conditional use. The Downtown Mixed Use future land use category is, as ZV-2026-03 describes it, "intended to accommodate a mix of residential, commercial, and service oriented uses in a cohesive development pattern."

Measured against the impact standard the definition supplies, the proposed use complies with Condition 2. The operation is conducted almost entirely indoors within an existing tenant bay. It produces no smoke, dust, soot, dirt, or vibration. Potential noise and odor impacts are addressed through building construction, mechanical design, and operational controls described in the Noise Management Plan and the Odor, Sanitation, Animal Waste and Facility Maintenance Plan submitted with this application. There are no adverse visual impacts; the outdoor pet area is located within an existing loading area on the east side of the building, oriented toward the Publix at Westlake service and loading area, and is not visible from Persimmon Boulevard West or from any residential area.

The revised tenant drawings and the Site Data table dated August 28, 2026 tabulate the interior area by function, the parking and loading counts are carried through the Site Data table, the sound attenuation materials are specified by manufacturer with data sheets on Sheet A-2.2, and the outdoor pet area is drawn and dimensioned with its containment and drainage detail. Condition 2 asks whether the external impacts of a use are minimal and inoffensive. That question can now be answered from the plans rather than from narrative description alone.

The setting reinforces that conclusion. James Business Park sits on the back side of the Publix at Westlake shopping center, with the M-2 canal, the most significant canal in the City, on the opposite side of the

property. It is an industrial and warehouse development. The outdoor yard is located within the large rear loading area of the North Building, which is screened by existing walls and landscaping, and it faces the Publix service and loading area rather than any residential neighborhood, outdoor dining area, or customer gathering area.

Proposed Use and Classification

The proposed use is a commercial use, which is allowable within the Mixed Use zoning district. More specifically, the proposed dog daycare with overnight boarding and grooming is most appropriately classified under the City's permitted use table as:

> *"Overnight kennel, including kennels ancillary to veterinarian services."*

This use is identified as a conditional use in Table 119-127, Permitted Uses. Zoning Verification Letter ZV-2026-03 confirms this classification and confirms that the use requires Conditional Use approval by the Planning and Zoning Board and the City Council together with a Site Plan Modification. The proposed pet daycare and overnight boarding operation fits within this category because the facility will provide supervised daytime pet care together with overnight boarding and kennel services. The Applicant has classified the use under the overnight kennel category because overnight boarding occurs, even though daycare is the predominant activity and boarding is offered as a service to daycare clients. The Site Data table uses the corresponding parking and use category, "Animal Boarding Kennel and Pet Grooming," which has been added to the Proposed Use row alongside the previously approved Light Industrial and Indoor Recreation and Health, Physical Fitness uses.

The proposed use is also consistent with the Downtown Mixed Use future land use category, the Mixed Use zoning district, and the approved development order for James Business Park. It is a service-oriented commercial use located within an existing approved business park and supports Westlake's growing residential and employment base by providing a needed local service in an appropriate non-residential setting.

As discussed, Applicant will accept a condition of approval on Application CU-2026-01 that it is contingent on approval of SPM-2026-02, so that Application CU-2026-01 may be heard first by City Council. (Applicant also agrees to staff's proposal to include as part of Application SPM-2026-02 a request to modify Condition 2 of SPR-2022-01 to read:
2. All uses must either be Light Industrial Uses or Commercial Uses.)

Indoor Operational Plan

During the intake and approval process to accept new pets, all dogs undergo a four-hour temperament test. They must be vaccinated and require medical records from their veterinarian to be considered. The facility maintains a clean, sanitized facility with a specialized air conditioning and filtration unit made specifically for boarding to keep airborne pathogens away. All staff is Pet CPR certified and trained to give top notch care to the dogs. When playing in the dog yards, indoor or outdoor, there will always be a staff member supervising. Pet owners can only enter the front lobby area, and only trained personnel and staff can enter the rear area where the dogs are located for daycare and boarding.

The interior layout includes separate daycare play areas for small, medium, and large dogs, together with separate individual holding and separation areas for dogs that require individual handling or cannot be combined with other animals. A dimensioned floor plan identifying each area and its square footage is submitted with this application as Sheet A-2.1. Interior partition walls in the play and kennel areas are five feet above finished floor at the top of wall, and the reception glass runs from four to eight feet above finished floor. Detailed capacities, staffing, supervision, and emergency procedures are set out in the Operational Plan submitted with this application.

On capacity, a maximum of 70 dogs are boarded overnight, and that is a peak-period figure rather than a typical night. A maximum of 35 dogs are in the outdoor area at any one time, counted across the large dog and small dog play areas combined. Because the yard is divided into two roughly equal, separated areas rather than being a single pen, those animals are never in one undifferentiated group. Overnight, one trained attendant remains on site whenever any animal is boarded, including when only a single animal is boarded, with a second attendant on peak holiday periods.

The demising walls and tenant separations will be designed to meet all applicable requirements, including fire separation between tenant spaces, and will incorporate the sound-absorbing materials and mats described in the Noise Management Plan.

Noise attenuation is built into the tenant improvement rather than left to operations alone. Three types of material do the work. An open cell spray foam insulation is applied at two inches to the underside of the existing metal deck, a Class A, Class I material with a Flame Spread Index below 25 and a Smoke Developed Index below 450 that meets the NFPA 285 exterior wall assembly and NFPA 286 fifteen-minute thermal barrier requirements. Wall-mounted acoustic panels are provided in four-foot by eight-foot units with a frameless, Class A, acoustically rated six-pound-per-cubic-foot fiberglass core, rated at an NRC of 0.85 at one inch and 1.15 at two inches. Suspended acoustic ceiling baffles use the same core and the same ratings.

Data sheets for each are provided on Sheet A-2.2. Those data sheets are representative of the products to be installed. These are industry-standard acoustic materials, and comparable products of equivalent type and performance may be substituted. Consistent with the note carried on Sheet A-2.1, final selection and the locations and quantities of baffles and panels will be confirmed by the acoustical engineer at construction documents. The Noise Management Plan now states the minimum sound-attenuation requirements the construction documents must meet, and the Applicant has no objection to a condition of approval requiring that the acoustical panel and baffle locations and quantities, prepared by an acoustical engineer consistent with those minimums, be submitted with the building permit application for the tenant improvement and reviewed by the Building Official.

Operationally, dogs are grouped and separated by size and temperament, a barking dog is redirected by staff immediately, a persistent barker is removed from the group to an individual area, and a dog that cannot be managed is excluded from the program. Exterior doors and gates remain closed except for animal and staff passage. Feeding and intake are staggered, and overnight the dogs are held in individual runs with dimmed lights and ambient sound masking. Full detail is provided in the Noise Management Plan submitted with this application.

Outdoor Pet Relief and Play Area

The outdoor play yard consists of the area around the existing ramp and the neighboring dock positions directly behind Unit 700 (Bay 3A). Sheet A-1.1 dimensions the enclosure at approximately 60 feet by 33 feet 4 inches overall, of which approximately 1,840 square feet is play area, carried as two bays at 26 feet and 29 feet, with the remaining 5-foot strip along the rear serving as the landscape and dry well area. It occupies only area previously designated for loading for Unit 3A and does not encroach into any other unit's loading area.

The yard is not a single open outdoor area. It is divided into two supervised play areas, a large dog outdoor play area and a small dog outdoor play area, which is what the 26-foot and 29-foot bays on the plan represent, alongside the 5-foot landscape strip. Dividing the yard allows size-separated groups to be outside at the same time without mixing, which matters for supervision, for group sizing, and for keeping noise down. It also means the outdoor capacity is spread across two separated areas rather than concentrated in one.

No architectural changes to the building are proposed. Access to the yard is through the existing man door and there are no new or modified building doors and no wall openings. Additional access from the existing overhead door to a new proposed ramp to the yard will be provided.

The enclosure is a six-foot-high white PVC privacy fence. A solid fence rather than chain link is used deliberately because it acts as a noise barrier at the source. Where the fence sits atop the existing three-foot six-inch concrete ramp wall, the fence above the wall is three feet high. A three-foot-wide stepping stone and pad path provides the walking route to the gates.

Four gates are provided, and all of them are part of the fence enclosure rather than the building. One gate leads from the existing man door landing into the play area, and that is the everyday staff and animal route out of the building.

One internal gate within the enclosure divides the large dog play area from the small dog play area. The remaining two are four-foot-wide gates with ten-inch magnetic gate latches leading in from the rear drive aisle, one to each play area, provided for occasional maintenance access. Those two swing outward, consistent with the dumpster enclosure gates located immediately adjacent to the tenant's enclosure, and they remain closed and latched except during maintenance. They are not used for animal movement or for daily operations.

Three 16-foot by 20-foot UV shade sails are provided, and the color is specified as grey to complement the existing building. The sails are supported by four-inch steel posts set in four-foot-deep concrete foundations, with drawings and details to be provided with the building permit application. Each post carries eye bolts threaded through its diameter, and the sails are held by steel cables with quick-release mechanisms so they can be taken down quickly ahead of a high-wind storm. Eye bolts into the existing concrete tilt-wall are secured with structural epoxy, with the wall eye bolt set at twelve feet above finished floor.

The playing surface is K9Grass by ForeverLawn with AlphaSan antimicrobial protection, laid over an AirGrid base installed directly on the existing concrete slab. The turf is infill-free and has a flow-through

backing, so waste and odor are not trapped in the surface, and the AirGrid is the drainage plane between the turf and the slab.

The outdoor area is used only between 5:00 a.m. to 11:00 p.m., with use outside that window limited to emergencies. Dogs are taken outside in supervised rotations and are never left unattended in the outdoor area.

Outdoor Area Drainage and Waste Containment

The reference to "subsurface drainage" in the original justification statement was imprecise and is withdrawn. No piped subsurface drainage system is proposed for the outdoor area. The drainage description carried in the July 27, 2026 revision of this statement is superseded in full by the system now drawn on Sheet A-1.1 and in Detail 02 on Sheet A-2.1, which is described below.

A proposed eight-inch Type D curb rings the enclosure and is set above the finished grass elevation. The yard therefore functions as a contained basin. Surface flow is directed inward, and nothing sheet-flows out of the enclosure onto adjacent pavement or toward any stormwater inlet.

Along the full rear of the enclosure, a five-foot-wide strip carries the receiving system. The existing concrete in that strip is removed, three feet of soil is excavated, and two feet of #57 stone is placed in the excavation and wrapped in trench wrap and soil separator fabric so that soil does not migrate into and clog the stone. Twelve inches of topsoil and grass are placed over the stone. The finished grass surface sits below the top of the curb, so surface flow from the turf runs off into the landscape area and percolates rather than ponding or escaping.

What that assembly amounts to is a natural dry well: grass over a soil layer over rock and filter cloth, sized to receive the liquids generated in the yard and to purify them naturally as they percolate. Nothing is piped anywhere. No animal waste, no wash water, and no runoff leaves the enclosure or reaches the stormwater management system. The curb is the physical barrier and the dry well is the receiving system. The Applicant has no objection to a condition of approval confirming that nothing from the outdoor area discharges to the stormwater management system, and the detail will be coordinated with the Building Department at permit.

Waste handling is what keeps that system working. Solid waste is picked up by staff the moment it is deposited, indoors and out. Dwell time is the single largest driver of odor, so nothing is allowed to accumulate. Waste is double-bagged and sealed at the point of collection. A Low Profile Dog Waste Station with a round can is provided in the yard, giving staff a bag dispenser over a lidded, perforated, lined can at the point of use. The station is an interim holding point only, not storage. It is emptied at least once per shift, and typically every two to three hours during the staff walk-through, and the sealed liner is carried directly inside. Bagged waste is then placed in a dedicated, lidded, leak-proof, odor-control container located inside the tenant space, not in the site dumpster enclosure, and the private hauler collects it directly from the tenant space not less than two times per week, and more often as demand requires. No animal waste is ever placed in the James Business Park dumpsters or refuse enclosures. That interior container is washed and deodorized as required and not less than once per week. The station can is cleaned indoors at a sink within the tenant space that drains to the building's sanitary plumbing, so no

liquid from cleaning the receptacle is discharged to the yard, the landscape area, or the stormwater management system.

The turf is spot-cleaned continuously, rinsed at the end of each outdoor rotation and again at closing, and treated on a scheduled basis with EcoStrong Outdoor Odor Eliminator, a concentrated bio-enzymatic product. The enzymes break down the waste, naturally occurring bacteria consume it, and the bacteria convert the waste to water, which evaporates. The product is non-toxic and safe for pets and people, and is labeled for use on lawns and turf, concrete and stone, and in kennels. It is applied by pump or multi-use sprayer at the manufacturer's dilution, and surfaces are re-wetted after the first application as the manufacturer directs. In addition to the enzymatic treatment, surfaces are treated with a veterinary-grade disinfectant on the cleaning schedule. Waste is never rinsed, swept, or washed into any drain, inlet, swale, or pavement area. Pest control is provided under a monthly contract with a licensed operator.

Hours of Operation

Customer hours, meaning the hours the lobby is open for drop-off, pick-up, grooming appointments, and accessory retail, are Monday through Friday 7:00 a.m. to 7:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and Sunday 9:00 a.m. to 3:00 p.m.

Staff are on site before the lobby opens and after it closes for opening preparation, animal care, the final outdoor rotation, and closing cleanup. One trained attendant remains on site overnight whenever any animal is boarded, including when only a single animal is boarded, with a second attendant on peak holiday periods

The outdoor yard is used between 5:00 a.m. to 11:00 p.m. All outdoor rotations are accomplished within that window. Under most normal circumstances outdoor use falls within 7:00 a.m. to 9:00 p.m. On boarded evenings the final rotation typically ends around 10:00 p.m., and it runs toward 11:00 p.m. only when the facility is near boarding capacity. The window is set to accommodate those peak periods, and the Applicant cannot accept a narrower condition that would put the operator in violation during them. The final outdoor rotation begins at approximately 8:30 p.m. and concludes by 11:00 p.m., after which dogs remain inside the building until 5:00 a.m. the following morning. The Applicant has no objection to a condition of approval fixing outdoor hours at 5:00 a.m. to 11:00 p.m., with emergencies as the exception. After 11:00 p.m., the outdoor area is used for emergencies only.

Staffing runs to approximately eight employees at the greatest shift. That is a maximum shift figure, generally during the holiday periods when boarding demand is highest, and it is not the everyday weekday number.

Emergency Operation and Storm Sheltering

The facility is designed to remain open and to care for boarded animals through hurricanes and major storms rather than closing and turning animals away. To support that, the tenant will install a manual transfer switch on the tenant's electrical service so that the space can be operated from a portable generator if utility power is lost. The transfer switch is an interior electrical installation permitted with the tenant improvement. The generator itself is portable. It is a mobile, wheeled unit. No permanent generator is proposed, and no exterior generator enclosure, new equipment pad, or separate fuel storage

is proposed. The generator is placed in its operating position only during a utility power outage, a pending storm, or a similar emergency, and it is not otherwise kept outdoors. Its operating position is behind the existing dumpster enclosure, on the existing concrete pad and lawn area, where it is screened from general view and located outside of all required parking, loading, vehicular use and fire access areas and outside the outdoor animal yard. The manual transfer switch is installed inside the tenant's electrical room, adjacent to the tenant's electrical panel. A UL-listed, outdoor-rated generator cord runs from the generator up the ramp and beneath the overhead bay door nearest the dumpster enclosure, and connects to the transfer switch through a locking quick-connect inlet, so the overhead door remains closed and locked while the generator operates. Fuel is limited to the generator's integral tank. The generator is operated outdoors only and is positioned away from building openings as the manufacturer's instructions and the applicable fire code require, and its operation will comply with the City's noise regulations. The transfer switch and connection are designed and installed by a Florida-licensed electrical contractor under a building permit, in accordance with the Florida Building Code, the National Electrical Code (NFPA 70), and the Florida Fire Prevention Code. The facility's storm procedures, including the shade sail take-down and the post-event inspection of the enclosure, are set out in the Operational Plan.

Accessory Retail

The retail component is less than 200 square feet, it is ancillary to the principal use, and it is not open to the general public. It serves only clients whose pets are at the facility. It consists of miscellaneous dog supplies and treats, specialty shampoos specific to the pet's stay, and convenience items for pets. The display is located within the reception and customer lobby, entirely within the reception and office area already counted in the parking calculation. It generates no independent customer trip, and for that reason it does not change the parking calculation.

Parking Justification

A. Applicable Westlake Parking Rate

The City of Westlake Code includes a defined parking rate for the applicable animal-care use category. Table 8-6 of the Land Development Regulations, adopted by Ordinance 2021-06 (Chapter 8, Parking Regulations), identifies:

> *"Animal boarding kennel and pet grooming — 1 space per 400 square feet of office."*

Because the proposed use falls within the City's defined animal boarding kennel and pet grooming use category, no parking waiver or alternative parking methodology is requested. The proposed parking requirement is calculated directly using the City's adopted parking standard for the specific use.

B. Proposed Floor Area Allocation

The tenant space totals 10,855 square feet, of which 2,435 square feet is kennel boarding, 5,347 square feet is the daycare areas, 475 square feet is the reception area, 438 square feet is the grooming area, 350 square feet of office area, with 1,810 square feet taking up corridors and restroom area. Note the total area allocated to office use for the purpose of the parking calculations is 3073 SF. (2,435+5,347+3,073=10,855) The animal care area is non-office and is not double counted anywhere else in the table.

C. Parking Calculation

Applying the Code rate to the office area, 3,073 square feet divided by 400 square feet is 7.68, which is 8 parking spaces. That is the Code requirement for this tenant space.

The Applicant is not asking to be held only to that figure. Staff observed in Comment 13 that the operation anticipates roughly eight employees at peak together with customer drop-off and pick-up activity, and that is a fair observation. In response, the Applicant has voluntarily shown 11 spaces for Bay 3A on the revised Site Data table: the 8 spaces required by Code plus 3 additional reserved drop-off and pick-up spaces. In response to Staff's September 25, 2026 comments, the parking table now shows those as two separate lines, the 8 Code-required spaces calculated at one space per 400 square feet of office, and the 3 reserved drop-off and pick-up spaces assigned to Bay 3A, and revised Notes 11 and 12 read as follows:

> *Note 11: "THREE (3) CUSTOMER DROP-OFF & PICK-UP SPACES ARE RESERVED FOR BAY 3A. THEY ARE IN ADDITION TO THE 8 SPACES REQUIRED BY CODE FOR THE USE, ARE COUNTED IN THE PARKING PROVIDED FOR BAY 3A, AND ARE NOT ASSOCIATED WITH ANY OTHER USE. NO SHARED PARKING IS PROPOSED FOR THE DEVELOPMENT. THE RESERVED SPACES ARE 1.5% OF THE REQUIRED PARKING, LESS THAN THE 5% MAXIMUM."*
>
> *Note 12: "ANIMAL BOARDING KENNEL & PET GROOMING PARKING IS CALCULATED AT THE CODE RATE OF 1 SPACE PER 400 SF OF OFFICE: 3,073 SF / 400 = 7.68, OR 8 SPACES REQUIRED."*

Depicting 11 spaces does not change the Code requirement, which remains 8. It demonstrates that the Applicant has addressed the actual impact of the use rather than relying on the minimum. It is worth noting that eight employees is a greatest-shift, holiday-period figure and not a typical weekday count, so the 11 spaces proposed is conservative.

D. Reserved Drop-Off and Pick-Up Spaces

Three of the eleven spaces are reserved for customer drop-off and pick-up. Because those spaces are reserved, the Applicant has evaluated them against the City provision that governs the reservation of parking and addresses it here directly rather than leaving it to a later round of review.

Section 8.9(1)(H) of the Land Development Regulations, adopted by Ordinance 2021-06 (Chapter 8, Parking Regulations), provides:

> *"Assigned parking. Parking spaces assigned to a specific use may be authorized by the city manager or his/her designee, provided the number of spaces assigned to a particular use does not exceed 5% of the number of spaces required for such use."*

The same subsection further provides:

> *"Assigned spaces and required signage shall be indicated on the approved site plan associated with the affected use. Assigned parking shall not be considered in shared parking calculations."*

The Applicant has done what that provision requires. The three drop-off and pick-up spaces and their signage are shown on the Site Plan, adjacent to the Bay 3A entrance, and they are not included in any shared parking calculation. Note 11 on the Site Data table measures the three spaces against the parking

required for the development: three of the 200 spaces required is 1.5 percent, comfortably inside the 5 percent ceiling.

No shared parking is proposed or relied upon anywhere within James Business Park. The three drop-off and pick-up spaces are removed from the general parking supply and allocated to Bay 3A. They are counted in the parking provided for this use, they are not associated with any other use or tenant, and they are reserved for this tenant's customer drop-off and pick-up rather than available for general parking. That is how the Site Plan and the Site Data table reflect them today. The Applicant does not waive the ability to revisit that allocation through a future application if circumstances change.

Section 8.9(1)(H) expressly contemplates authorization of assigned parking by the city manager or his or her designee. The Applicant requests that authorization as part of this approval, and the spaces and their signage are shown on the Site Plan submitted with the companion Site Plan Modification as the provision requires.

E. Technical Parking Justification

The proposed parking calculation is appropriate because it applies the City's specific adopted parking standard for "Animal boarding kennel and pet grooming." The City's code establishes this parking requirement based on office area rather than total building area. That distinction is important because the majority of the tenant space is used for pet daycare, boarding, kennel, grooming, indoor animal care, and support functions. Those areas do not generate parking demand in the same manner as conventional office, retail, restaurant, or assembly space. Parking demand is primarily associated with the office, reception, administrative, customer support, employee, and drop-off and pick-up components of the facility.

The operating model reinforces that. Employees arrive before customer hours and hold their spaces through the shift, so employee demand is steady and predictable. Customer activity is short-duration and naturally staggered because drop-off runs with the morning commute and pick-up runs with the evening commute, and a typical counter transaction takes only a few minutes. Grooming appointments are scheduled across the day. Boarding pick-ups and drop-offs are concentrated at the front and back ends of holiday periods, which are not the same days as peak weekday daycare turnover.

Loading

The outdoor pet area occupies the existing ramp, a new ramp and two adjacent dock positions directly behind Unit 700 (Bay 3A), and those positions are labeled accordingly on the plans. The Code requires 4 loading spaces for this development. The approved plan provided 40, and with the two positions given up, 38 remain, which is 34 more than required.

The development therefore continues to satisfy the loading requirement by a substantial margin and does so without relying on any dock serving another tenant bay. Only the loading positions previously designated for Unit 3A are used, and there is no encroachment into any other unit's loading area. The dock positions being converted are those directly serving Unit 700, a tenant that does not receive tractor-trailer deliveries, so no other tenant loses loading capacity or maneuvering area. The fence is set inside the existing loading apron and does not encroach into the drive aisle or the fire access lane. The shade

sails are installed at a clear height that maintains the required vertical clearance over the paved area beneath them, and no post is located within the drive aisle. Animal movement is entirely between the tenant door and the fenced enclosure, a distance of a few feet, and animals never cross a drive aisle, a loading maneuvering area, or the dumpster service route. The dumpster enclosure and its service approach are unchanged.

Signage

No signage approval is requested with this petition. The tenant anticipates wall signage on the building frontage and potentially at the rear, and a tenant panel on the existing ground sign. All signage will be submitted under a separate sign permit and will comply with the approved James Business Park Master Sign Plan (MSP-2022-02) and Chapter 113 of the City Code. Permitted signage locations are shown on the approved Master Sign Plan.

Conditional Use Criteria Justification

The proposed dog daycare with overnight boarding satisfies the applicable conditional use criteria of the City of Westlake Code, as follows:

Criterion 1 — Comprehensive Plan

> *"Comprehensive plan. The proposed use is consistent with the comprehensive plan."*

The proposed dog daycare with overnight boarding is consistent with the City's Comprehensive Plan because it is a commercial service use located within the Downtown Mixed Use future land use category. The use supports the City's mixed-use planning framework by providing a needed local service within an existing approved non-residential business park. The use is also consistent with the approved development order for James Business Park, as discussed under Consistency with Development Order SPR-2022-01 above.

Criterion 2 — Chapter Requirements

> *"Chapter requirements. The proposed use is consistent with all applicable requirements of this Chapter."*

The proposed use is properly classified as "Overnight kennel, including kennels ancillary to veterinarian services," which is identified as a conditional use in Table 119-127, Permitted Uses. The proposed use will comply with applicable City conditional use, site operation, parking, access, sanitation, screening, and buffering requirements. The use will operate within an existing tenant bay, with the approximately 1,840 square foot outdoor pet area limited to a fenced, supervised, accessory relief and play area. The use will also comply with the City's adopted parking rate for "Animal boarding kennel and pet grooming" based on the proposed office area, and the Applicant has shown parking in excess of that rate as described in the Parking Justification above.

This concurrent Site Plan Modification (SPM-2026-02) has been filed to update the approved use program, the Site Data table, and the affected site plan components, and signage will be permitted separately in accordance with the approved Master Sign Plan and Chapter 113.

Criterion 3 — Zoning District Standards

> *"Zoning District Standards. The proposed use is consistent with the zoning district standards for such use as provided in Chapter 3."*

The proposed use is consistent with the Mixed Use zoning district and the character of the existing James Business Park. The use is commercial in nature and is appropriately located within an existing non-residential business park. The proposed dog daycare and overnight boarding operation fits within the conditional use category for "Overnight kennel, including kennels ancillary to veterinarian services," and does not introduce residentially intrusive activity, outdoor storage, industrial processing, or any use that would be incompatible with surrounding commercial development.

The proposed use is also consistent in character with other approved uses within James Business Park, including the Indoor Recreation and Health, Physical Fitness uses approved under SPM-2024-03.

Criterion 4 — Public Welfare

> *"Public Welfare. The proposed use provides for the public health, safety, and welfare by" addressing pedestrian access, vehicular ingress and egress, adequate roadways, onsite circulation and parking, and access for public safety purposes.*

The use will utilize the existing approved access, circulation, parking, and fire access systems serving James Business Park. The outdoor pet area is contiguous to the tenant space, allowing staff to move animals directly between the indoor facility and the outdoor area without crossing public streets or primary drive aisles. Access is through the existing man door as well as the existing overhead door to a new proposed ramp down will be provided to the yard. No new or modified building doors are proposed and no wall openings are proposed.

The proposed operation also includes internal management procedures that support public welfare and safe operations. Dogs will be evaluated before acceptance into the program, vaccination records will be required, and animals will be separated by size and temperament within the facility. The Operational Plan submitted with this application sets out maximum capacities, staffing levels, supervision procedures, and protocols for escaped animals, medical emergencies, fire and severe weather, and after-hours issues, including 24-hour contact available to the City and to adjacent tenants. The fenced enclosure, gates, and shade sail posts are located so that fire access and onsite circulation are unaffected. The only gates on the drive aisle side are the two four-foot maintenance gates, which swing outward into the tenant's own former loading area, matching the adjacent dumpster enclosure gates, and which stay closed and latched except during maintenance. Animals do not move through them. The reserved drop-off and pick-up spaces are located at the Bay 3A entrance so that customer activity stays out of the loading and service circulation.

The proposed use also makes a direct contribution to public welfare during declared emergencies. The operator intends to shelter and care for boarded animals through hurricanes and major storms, supported by a manual transfer switch that allows the tenant space to be run from a portable generator, should the need arise. Pet sheltering capacity is a recognized gap in storm preparedness because households that cannot place a pet are measurably less likely to evacuate when told to do so. A facility of this type inside the City gives Westlake residents a local option they currently have to leave the community to find, and it

reduces the number of households that either delay evacuation or shelter in unsafe conditions rather than leave an animal behind.

Criterion 5 — Screening and Buffering

> *"Screening and buffering. The proposed use utilizes such techniques as landscaping, screening, buffering, site or building design, or business operation procedures to mitigate impacts on surrounding properties," including noise, odor, lighting, signs, waste disposal, visual impacts, and hours of operation.*

The proposed use includes several compatibility protections. The outdoor area is located in an existing service and loading area, is accessory to the indoor use, and is fenced and supervised. The six-foot solid white PVC privacy fence screens the yard visually and functions as a barrier at the source for sound. Odor and sanitation are addressed by the infill-free antimicrobial turf assembly, immediate waste pickup with double-bagging and containment inside the tenant space, scheduled bio-enzymatic treatment, and a veterinary-grade disinfectant program.

On waste disposal specifically, the enclosure is designed as a contained basin. An eight-inch Type D curb set above the finished grass elevation rings the yard, and a five-foot-wide natural dry well runs the full rear of the enclosure, built up from two feet of #57 stone wrapped in trench wrap and soil separator fabric with twelve inches of topsoil and grass over it. Surface flow runs off the turf into that landscape area and percolates. Nothing is piped anywhere, and no animal waste, wash water, or runoff leaves the enclosure or reaches the stormwater management system. The Applicant has no objection to a condition of approval confirming that.

The existing S.I.D. drainage and retention area, the existing six-foot concrete wall, and existing landscape buffering along the east property boundary provide physical separation from Publix at Westlake. The area is oriented toward a commercial loading and service area, not toward a residential neighborhood, an outdoor dining area, or a customer gathering area. The surrounding context is an industrial and service environment. There is no residential receptor with a line of sight or a line of sound to this tenancy, and there are very few people in the immediate vicinity who could be disturbed by it.

The primary operation occurs indoors, including daycare, boarding, grooming, animal care, and customer support functions. Grooming is a customary component of the proposed pet-care operation and supports both daycare and boarding activity.

Noise is mitigated through the building improvements described in the Indoor Operational Plan above, including two-inch PolyCon PC 500 open cell spray foam insulation at the underside of the existing metal deck and Acoustics America wall panels and suspended ceiling baffles, with locations and quantities to be determined by an acoustical engineer at construction documents consistent with the minimum sound-attenuation requirements stated in Section 4 of the Noise Management Plan, together with group sizing and separation, a standing rule that exterior doors and gates remain closed except for animal and staff passage, and a written complaint response protocol. The North Building itself, at 135,541 square feet, separates the outdoor pet area from any residentially designated property to the west, so there is no direct line of sound to any residential district; the nearest homes are a significant distance west, across

Persimmon Boulevard and the M-2 canal. Full detail is provided in the Noise Management Plan and the Odor, Sanitation, Animal Waste and Facility Maintenance Plan submitted with this application.

Criterion 6 — Patterns of Development

> *"Patterns of Development. The proposed use will result in logical, timely, and orderly development patterns."*

The proposed use represents orderly occupancy of an existing tenant bay within an approved business park. It does not require expansion of the building, new public roads, new utilities, or conversion of residential land. The use supports the continued build-out and tenant diversification of James Business Park.

Criterion 7 — Purpose and Intent

> *"Purpose and Intent. The proposed use will be in harmony with the general purpose and intent of this chapter and the goals, objectives, and policies of the City."*

The proposed use is in harmony with the City's mixed-use and non-residential development objectives because it provides a needed local commercial service within an existing approved business park. The use is appropriately scaled, primarily indoor, operationally controlled, and compatible with the surrounding commercial environment.

The use is also well-suited to Westlake's growing residential population, as many residents and employees will benefit from local access to dog daycare, boarding, and related grooming services without having to travel outside the community. Because the operation is built around weekday drop-off and pick-up on the commute, it serves the working households already traveling this corridor.

The storm sheltering component reinforces that. A local facility that stays open and cares for boarded animals during a hurricane, supported by a manual transfer switch and a portable generator, should the need arise, serves a community need that is not otherwise met within the City and is consistent with the City's interest in the health, safety and welfare of its residents.

Criterion 8 — Compatibility

> *"Compatibility. The overall compatibility of the proposed development with adjacent uses," including adverse visual impacts, environmental impacts, and other negative impacts such as noise, glare, odor, mechanical equipment, and lighting.*

The proposed use is compatible with adjacent uses. The facility is located within an existing business park building, and the outdoor area is limited to an approximately 1,840 square foot fenced, accessory area within an existing loading zone that served only Unit 3A. The site design, existing wall, landscape buffering, indoor operational emphasis, supervised outdoor activity, sanitation measures, and compliance with the City's adopted parking standard mitigate potential visual, noise, odor, parking, and operational impacts.

The operational characteristics of the facility further support compatibility. Daycare is the predominant activity and drives the weekday pattern of the business, with dogs dropped off in the morning and picked up in the evening. Boarding is offered to those same daycare clients and is concentrated around holidays and vacations rather than run as a full-time kennel, which is why the floor plan devotes 5,347 square feet

to daycare areas and 2,435 square feet to boarding areas. Dogs will be screened before acceptance, vaccination records will be required, and the facility includes separate interior areas to manage animals by size and temperament.

No changes to the building footprint, elevations, parapet height, or architectural treatment are proposed. The only exterior work is at the existing loading area on the east side of the building, and it consists of the fence, the gates, the shade sails, the new ramp down from the existing overhead door, the curb, and the landscape and dry well strip. The wall-mounted fan note that appeared on an earlier tenant drawing has been removed. Any roof-mounted mechanical equipment will be screened from line of sight by the existing building parapet. No new site lighting is proposed. Shade sail color is grey, selected to complement the existing building. The proposed use generates no smoke, dust, soot, dirt, or vibration, and noise and odor are controlled through the building improvements and operational protocols described above and in the supporting plans.

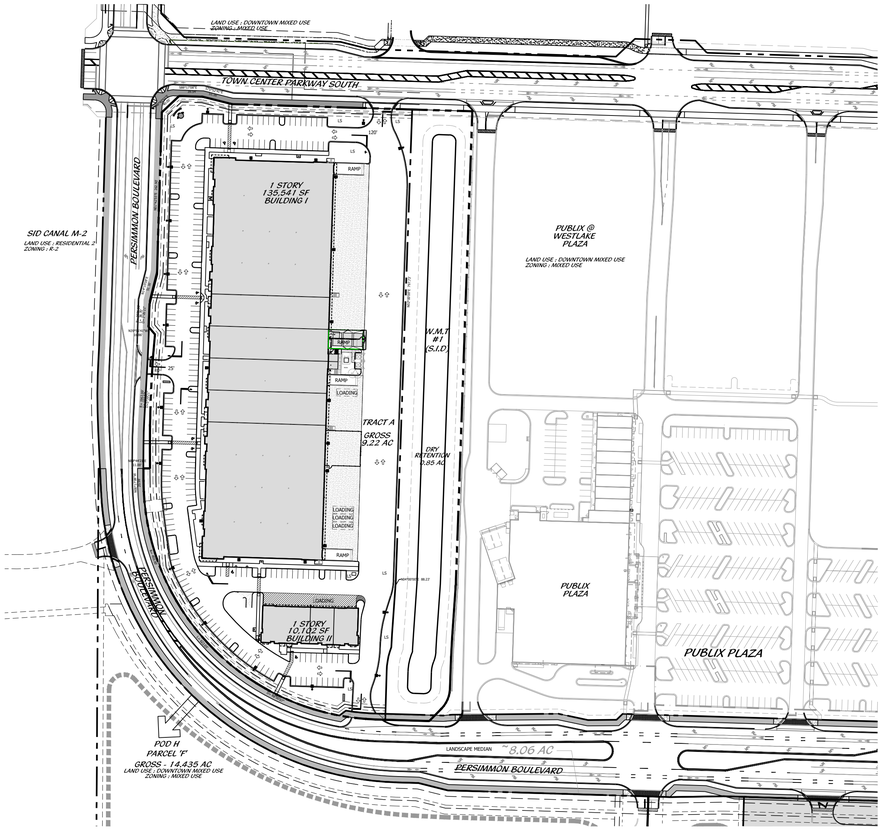
One further point bears on compatibility. Nobody has a stronger interest in this use being compatible than the property owner. James Business Park, LLC owns and manages this building and its other tenancies, and the owner is the party who bears the consequence if a tenant creates a nuisance for its neighbors. A tenancy that generated complaints from the other businesses in the park would be the owner's problem to solve, and this tenancy was underwritten with that in mind. Taken together with the setting, which is an industrial and service environment with no residential receptor having a line of sight or sound to this tenancy and very few people in the immediate vicinity who could be disturbed, the compatibility question here is being managed by the party with the most at stake in getting it right, in about as forgiving a location for this use as there is in the City.

Conclusion

The Applicant is requesting approval of this site plan modification request as presented. This justification statement, the plans, and the supporting materials have been revised in response to Planning and Zoning Staff Comments #1 dated July 24, 2026 to the concurrent Conditional Use application (CU-2026-01), to the Planning and Zoning Staff Comments on this Site Plan Modification dated September 25, 2026, and to the revised tenant drawings and Site Data dated August 28, 2026. An Operational Plan, a Noise Management Plan, and an Odor, Sanitation, Animal Waste and Facility Maintenance Plan are submitted with this application and address the operational characteristics of the use in detail.

Thank you.

JAMES BUSINESS PARK



SHEET INDEX

SHEET 1	COVER PAGE
SHEET 2	DETAILED SITE PLAN
SHEET 3	SITE DETAILS

PROJECT TEAM

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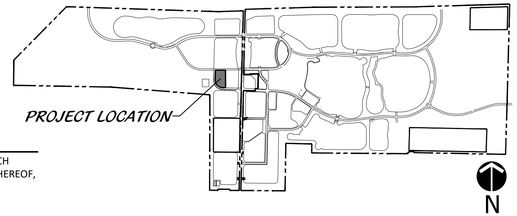
ENVIRONMENTAL CONSULTANT
EW CONSULTANTS, INC.

STUART, FLORIDA 34996
PHONE: 772-287-8771
MOBILE: 772-485-1700

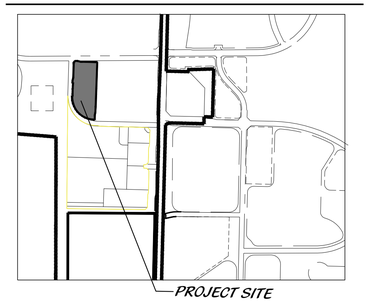
SEMINOLE IMPROVEMENT DISTRICT ENGINEER
CAULFIELD & WHEELER
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
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DEVELOPER
PBLH, LLC
4400 WEST SAMPLE RD. SUITE 200
COCONUT CREEK, FLORIDA 33073
PHONE: 954-973-4490
FAX: 954-978-5330

LOCATION MAP



KEY MAP



GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA AMERICANS WITH DISABILITIES ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

ALL MECHANICAL EQUIPMENT SHALL BE ROOF MOUNTED & SCREENED FROM LINE OF SIGHT BY BUILDING PARAPET.

ALL GROUND MOUNTED ELECTRICAL & TELECOMMUNICATION BOXES SHALL BE FULL SCREENED WITH LANDSCAPING TO THE TALLEST POINT OF SAID EQUIPMENT.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND IN PART A REPLAT OF A PORTION OF TRACT "A", POD G SOUTH - WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACT A = 9.226 ACRES (EXCLUDES SID WMT)

Cover Page

ANIMAL BOARDING, KENNEL & PET GROOMING C.U. MODIFICATION

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Land Planners
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www.cotleurhearing.com
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James Business Park
PALM BEACH COUNTY, FL

DESIGNED		DEH
DRAWN		RNK
APPROVED		DEH
JOB NUMBER		13-0518.98.01
DATE		04-29-22
REVISIONS		05-18-22
01-05-24	08-01-24	06-07-22
02-16-24	08-22-24	11-08-22
03-20-24	08-26-25	12-28-22
07-24-24	10-21-25	10-06-23
08-28-26	06-29-26	11-10-25

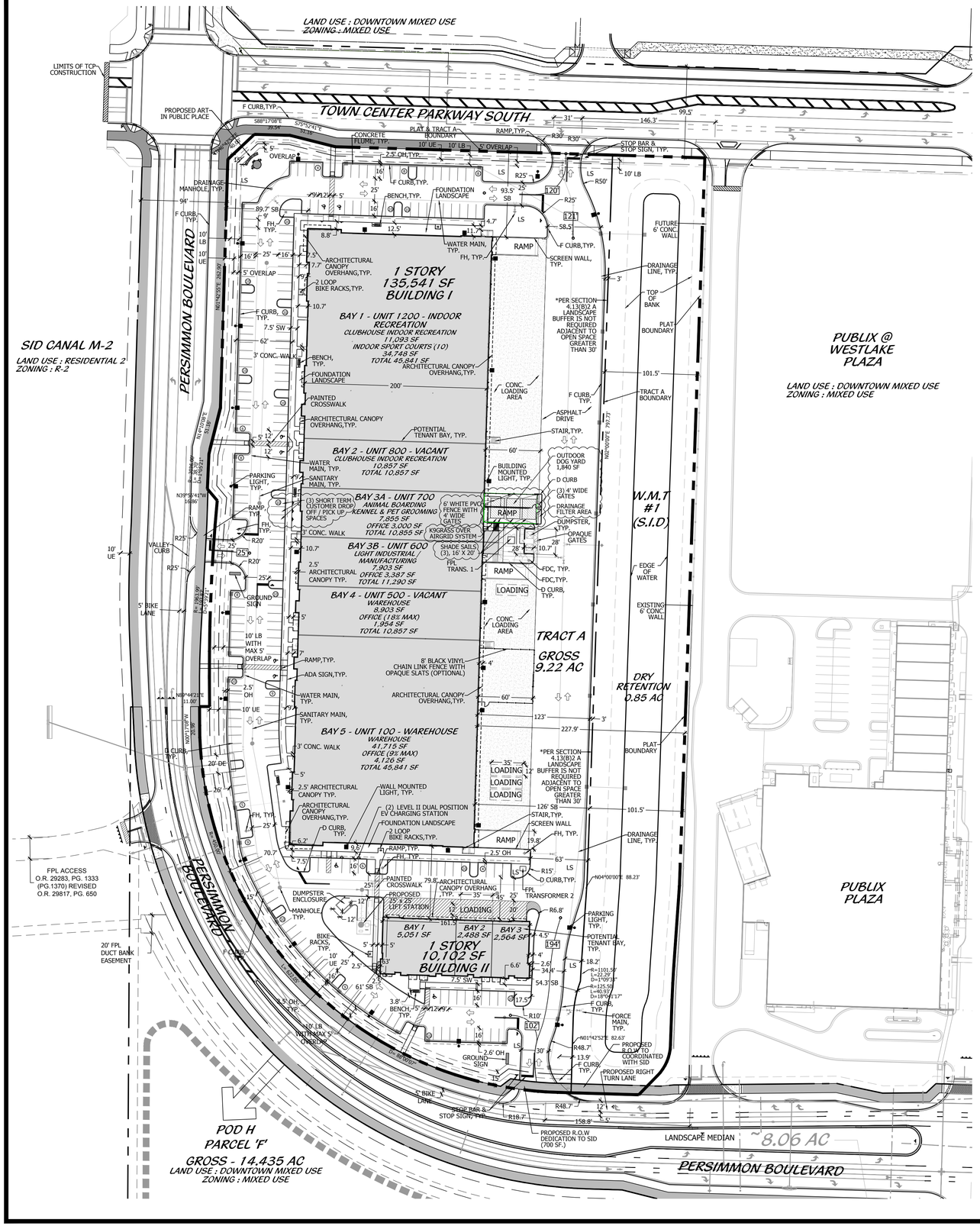
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0' 30' 60' 120'

August 28, 2026 11:28:09 a.m.
Drawing: 13-0518.98.01 SP.DWG

SHEET 1 OF 3

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SITE DATA

NAME OF APPLICATION	JAMES BUSINESS PARK
APPLICATION NUMBER	SPM-2026-02 & CU-2026-01
PROJECT NUMBER	CH 13-0518.98.01
FUTURE LAND USE DESIGNATION	DOWNTOWN MIXED USE
EXISTING ZONING DISTRICT	MIXED USE
SECTION/ TOWNSHIP/ RANGE	01 43 40
PROPERTY CONTROL NUMBER	77-40-43-01-21-001-0000
EXISTING USE	LIGHT INDUSTRIAL: WAREHOUSING W ANCILLARY OFFICE (NOTE: 3)
APPROVED USE	LIGHT INDUSTRIAL: WAREHOUSING W ANCILLARY OFFICE (NOTE: 3)
PROPOSED USE	LIGHT INDUSTRIAL: WAREHOUSING W ANCILLARY OFFICE (NOTE: 3) INDOOR RECREATION AND HEALTH, PHYSICAL FITNESS, MASSAGE THERAPIST & SPA ANIMAL BOARDING, KENNEL & PET GROOMING

SITE DATA	**SQ.FT.**	**AC.**	**%**
DEVELOPMENT AREA	401,179.00	9.210	
PROPOSED ROW DEDICATION	700.00	0.016	
SUB TOTAL TRACT A	**401,879.00**	**9.226**	79.08%
TRACT B (SID ROW)	1,611.72	0.037	0.32%
WMT 1	104,674.68	2.403	20.60%
TOTAL POD G SOUTH WEST PLAT AREA	***508,165.40***	***11.666***	***100.00%***

BUILDING DATA		**SQ.FT.**	**AC.**	**%**	
TOTAL GROSS FLOOR AREA		**145,643**	**3.62**	**100.00%**	
NORTH BUILDING					
BAY 1 - INDOOR RECREATION			-	0.00%	
	CLUBHOUSE INDOOR RECREATION	11,093	0.25	7.62%	
	INDOOR SPORT COURTS (10)*	34,748	*PADEL COURTS		
	TOTAL	**45,841**			
BAY 2 - VACANT			0.25	7.45%	
	CLUBHOUSE INDOOR RECREATION*	10,857	*CHEER CLUB		
	TOTAL	**10,857**			
BAY 3 - A					
	ANIMAL BDG. KENNEL & PET GROOMING (ABK&PG)				
	ABK&PG INDOOR AREA	7,782			
	ABK&PG OFFICE	3,073			
	SUB TOTAL	**10,855**			
BAY 3 - B					
	LIGHT INDUSTRIAL/MANUFACTURING	7,903			
	OFFICE (30% MAX)*	3,387			
	SUB TOTAL	**11,290**			
	TOTAL	**22,145**			
BAY 4 - VACANT			-	0.00%	
	WAREHOUSE	8,903			
	OFFICE (18% MAX)*	1,954	*MAX OFFICE USE IS 18% OF TOTAL SQ FT.		
	TOTAL	**10,857**			
BAY 5 - WAREHOUSE			-	0.00%	
	WAREHOUSE	41,715			
	OFFICE (9% MAX)*	4,126	*MAX OFFICE USE IS 9% OF TOTAL SQ FT.		
	TOTAL	**45,841**			
	NORTH BUILDING TOTAL	**135,541**	**3.11**	**93.06%**	
SOUTH BUILDING					
BAY 1 - HEALTH, PHYSICAL FITNESS		**5,051**	0.12	3.47%	
BAY 2 - WAREHOUSE			-	0.00%	
	WAREHOUSE	1,990			
	OFFICE (20% MAX)*	498	*MAX OFFICE USE IS 20% OF TOTAL SQ FT.		
	TOTAL	**2,488**			
BAY 3 - WAREHOUSE			-	0.00%	
	WAREHOUSE	2,050			
	OFFICE (20% MAX)*	513	*MAX OFFICE USE IS 20% OF TOTAL SQ FT.		
	TOTAL	**2,563**			
	SOUTH BUILDING TOTAL	**10,102**	**0.23**	**6.94%**	
BUILDING LOT COVERAGE (NOTE: 1)		**147,743.86**	**3.39**	**29%**	
BUILDING HEIGHT PROPOSED		**1 STORY**	**48 FEET**		
MAXIMUM BUILDING HEIGHT PER CODE (NOTE: 5)			**70 FEET**		
MAXIMUM FAR PER CODE		**3.00**			
PROPOSED FAR		**0.29**			

PERVIOUS AREA	**SQ.FT.**	**AC.**	**%**
LANDSCAPE & OPEN SPACE AREAS	62,908.19	1.44	12.38%
SUB TOTAL	**62,908.19**	**1.44**	**12.38%**

IMPERVIOUS AREA	**SQ.FT.**	**AC.**	**%**
BUILDING FOOTPRINT (NOTE :2)	145,643.00	3.34	28.66%
VEHICULAR USE AREAS & LOADING	177,879.65	4.08	35.00%
SIDEWALK & ENTRY STEPS	15,448.16	0.35	3.04%
SUB TOTAL	**338,970.81**	**7.78**	**66.70%**

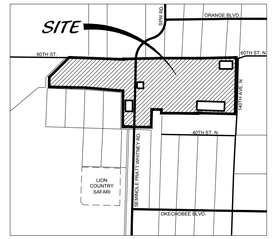
TOTAL TRACT A	**401,879.00**	**9.23**	**79.08%**
SUB TOTAL TRACT B (SID ROW)	1,611.72		0.32%
WMT 1	104,674.68		20.60%
TOTAL POD G SOUTH WEST PLAT AREA	***508,165.40***		100.00%
TOTAL PERVIOUS REQUIRED	**100,469.75**	**2.31**	**25.00%**
TOTAL PERVIOUS PROVIDED	**167,582.87**	**3.85**	**32.98%** (NOTE: 8)
PERVIOUS PROVIDED PARCEL A (SITE)	62,908.19	1.44	12.38%
PERVIOUS PROVIDED WMT 1	104,674.68	2.40	20.60%

PARKING		**REQUIRED**	**PROVIDED**	
NORTH BUILDING		**SQ. FT**		
	CLUBHOUSE, INDOOR RECREATION (1/360 SF)	21,950	61	
	INDOOR SPORTS COURT (4 PER COURT + 1/EMPLOYEE)	34,748	44	
	WAREHOUSE (1/2400 SF)	50,618	21	
	LIGHT INDUSTRIAL / MANUFACTURING GENERAL (1/1200 SF)	7,903	7	
	ANIMAL BOARDING KENNEL & PET GROOMING (1/EMPLOYEE + 3 DROP OFF)	3,072	11	(NOTE: 11) (NOTE: 12)
	OFFICE (1/300 SF)	9,467	32	
SOUTH BUILDING				
	PHYSICAL FITNESS, MASSAGE THERAPY & SPA(1/250 SF)	5,051	20	
	WAREHOUSE (1/2400 SF)	4,041	2	
	OFFICE (1/300 SF)	1,010	3	
TOTAL		**200**	**224**	
ADA SPACES (INCLUDED IN TOTAL)		7	8	
TOTAL LOADING (12' X 35')		4	38	

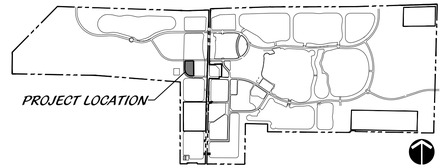
SITE AMENITIES	**REQUIRED**	**PROVIDED**
BENCHES	0	5
BIKE RACK (5% OF REQD. PARKING)	4	8 (NOTE: 4)
LEVEL II EV CHARGING POSITIONS & EVECPS (2% OF REQD. PARKING) (NOTE: 6)	4	4 (NOTE: 6)
LOW SPEED ELECTRIC VEHICLE (SPEV) SPACES (2% MIN 10% MAX) (NOTE: 7)	4	2 (NOTE: 7)

1. NOTE - BUILDING LOT COVERAGE INLUDES ALL OVERHANGS > 30 INCHES
2. NOTE - INCLUDES BUILDING FOOTPRINT ONLY. OVERHANGS GREATER THAN 30" ARE INCLUDED IN LOT COVERAGE
3. NOTE - ANCILLARY OFFICE LIMITED BY GROSS FLOOR AREA AS NOTED ABOVE UNDER BUILDING DATA.
4. NOTE - 4 (2) BIKE LOOP RACKS = 16 BIKE STALLS
5. NOTE - THE SITE IS WITHIN 100' OF R-2 ZONING DISTRICT
6. NOTE - EVCPS SHALL BE SIGNED AND DELINEATED IN ACCORDANCE WITH LDR ARTICLE 8.9 (1)(E)
7. NOTE - LSEV ARE PERMITTED TO PARK IN ALL STANDARD PARKING SPACES PER LDR ARTICLE 8.9 (1)(F)(7). GIVEN THE INDUSTRIAL NATURE OF THE SITE, DESIGNATED OR REQUIED SIZE LSEV SPACES ARE NOT PROPOSED.
8. NOTE -WMT 1 AND THE DEVELOPMENT SITE (TRACT A OF THE POD G S-W PLAT) ARE A PART OF THE COMMON DEVELOPMENT PLAN AS WMT 1 PROVIDES OPENSPACE AND WATER MANAGEMENT BENEFITS TO TRACT A. THE COMBINED GREEN SPACE EXCEEDS THE MINIMUM 25% REQUIREMENT.
9. NOTE - OUTDOOR STORAGE SHALL BE LIMITED TO 10% OF THE GROSS PROJECT BUILDING AREA (13,554 SF)
10. NOTE - OUTDOOR STORAGE AREAS SHALL BE FULLY SCREED WITH 8' HEAVY GAUGE BLACK VINYL FENCE WITH OPAQUE PVC SLATES. STORED MATERIALS SHALL NOT EXCEED THE HEIGHT OF THE FENCE
11. NOTE - 3 RESERVED- DROP OFF & PICK UP SPACES FOR BAY 3A ARE SHOWN AS REQUIRED PARKING. THE RESERVED PARKING IS 1.5% OF REQUIRED PARKING THUS LESS THAN 5% MAX.
12. NOTE - ANIMAL BOARDING KENNEL & PET GROOMING PARKING RATE PER CODE IS 1 SP PER 400 SF OF OFFICE HOWEVER, UNIT 3A TENANT PROPOSES 8 EMPLOYEES AT GREATEST SHIFT AND 3 DROP OFF AND PICK UP SPACES (RESERVED) FOR A TOTAL OF 11 SPACES)

LOCATION MAP



KEY MAP



SETBACK CHART

BUILDING I	**FEET**
FRONT (PERSIMMON BLVD)	70.7'-89.7'
SIDE (PERSIMMON BLVD.)	70.7'
SIDE (TOWN CENTER PKY)	93.5'
REAR (WMT 1)	126'
BUILDING II	**FEET**
FRONT (PERSIMMON BLVD)	61'
SIDE(PERSIMMON BLVD.)	61'
SIDE (WMT)	54.3'
REAR (BUILDING 1)	79.8'

LEGEND

ROW:	RIGHT OF WAY	CL:	CENTER LINE
AC:	ACRES	SW:	SIDEWALK
UE:	UTILITY EASEMENT	PBC:	PALM BEACH COUNTY
DE:	DRAINAGE EASEMENT	LME:	LAKE MAINTENANCE EASEMENT
LU:	LANDUSE	WMT:	WATER MANAGEMENT TRACT
LB:	LANDSCAPE BUFFER	RPE:	RURAL PARKWAY EASEMENT
LAE:	LIMITED ACCESS EASEMENT	SPW:	SEMINOLE PRATT WHITNEY
ESMT:	EASEMENT	PBW:	PERSIMMON BLVD. WEST
TYP:	TYPICAL	LSEV:	LOW SPEED ELECTRIC VEHICLE
ADA:	AMERICANS WITH DISABILITIES	SID:	SEMINOLE IMPROVEMENT DISTRICT
R:	RADIAS		

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND IN PART A REPLAT OF A PORTION OF TRACT "A", POD G SOUTH - WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACT A = 9.226 ACRES (EXCLUDES SID WMT)

PROJECT TEAM

PROPERTY OWNER
JAMLYN SUPPLY, INC
6051 SOUTHERN BLVD,
WEST PALM BEACH, FLORIDA 33413
PHONE: 561-281-2671

SURVEYOR
GEOPOINT SURVEYING, INC
4152 WEST BLUE HERON BLVD, SUITE 105
RIVIERA BEACH, FLORIDA 33404
PHONE: 561-444-2720
FAX: 813-248-2266

SITE PLANNER
COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1
JUPITER, FLORIDA 33458
PHONE: 561-747-6336
FAX: 561-747-1377

TRAFFIC ENGINEER
PINDER TROUTMAN CONSULTING, INC.
2005 VISTA PARKWAY, SUITE 111
WEST PALM BEACH, FLORIDA
PHONE: 561-296-9698
FAX: 561-684-6336

CIVIL ENGINEER
SIMMONS & WHITE
2581 METROCENTRE BLVD, SUITE 3
WEST PALM BEACH, FLORIDA 33407
PHONE: 561-478-7848

ENVIRONMENTAL CONSULTANT
EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD, SUITE 208
STUART, FLORIDA 34996
PHONE: 772-287-8771
MOBILE: 772-485-1700

SEMINOLE IMPROVEMENT DISTRICT ENGINEER
CAULFIELD & WHEELER
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE: 561-392-1991

DEVELOPER
PBLH, LLC
4400 WEST SAMPLE RD. SUITE 200
COCONUT CREEK, FLORIDA 33073
PHONE: 954-973-4490
FAX: 954-978-5330

PDR CHART

TABLE 3-12: MU District Non- Residential Standards

Non-Residential Use Type	Minimum Parcel Size (Square Feet)	Minimum Front Setback (Feet)	Minimum Side Setback (Feet)	Minimum Rear Setback (Feet)	Minimum Building Separation (Feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Light Industrial	43,560	30	10	10	20	50%	25%

1, Buildings separated from residential zoning districts by a road or canal are not considered adjacent to residential zoning districts.

SITE PLAN

ANIMAL BOARDING, KENNEL & PET GROOMING C.U. MODIFICATION

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

James Business Park

PALM BEACH COUNTY, FL

DESIGNED			DEH
DRAWN			RNK
APPROVED			DEH
JOB NUMBER			13-0518.98.01
DATE			04-29-22
REVISIONS			05-18-22
01-05-24	08-01-24	06-07-22	
02-16-24	08-22-24	11-08-22	
03-20-24	08-26-25	12-28-22	
07-24-24	10-21-25	10-06-23	
08-28-26	06-29-26	11-10-25	

Scale: 1" = 60'

0' 30' 60' 120'

August 28, 2026 11:28:09 a.m.
Drawing: 13-0518.98.01 SP.DWG

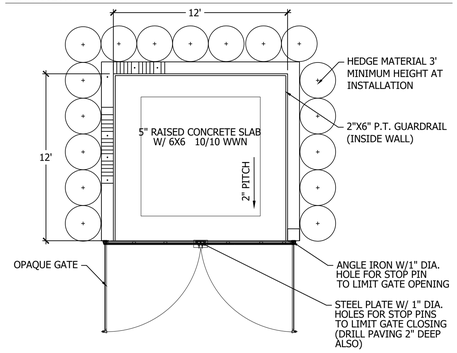
SHEET 2 OF 3

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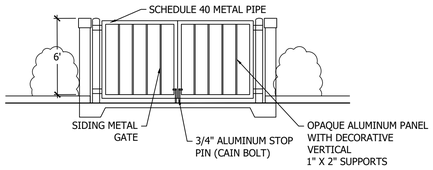
DUMPSTER DETAIL

NTS

PLAN VIEW

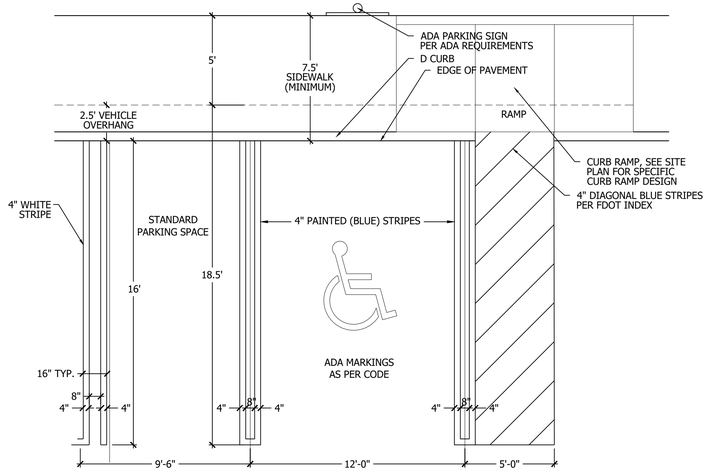


ELEVATION VIEW



STANDARD AND ADA PARKING DETAIL

NTS



NOTE: APPLICANT IS USING A FULL 18.5' STALL DEPTH PLUS A 2.5' VEHICLE OVERHANG AREA TO ACCOMMODATE LARGE VEHICLES THAT ELECTRICAL VEHICLE CHARGING PARKING SPACES SHALL BE DELINEATED AND SIGNED PER LDR ARTICLE 8.9 (1)(E)

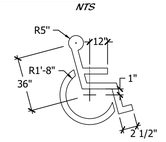
ADA SIGN & SYMBOL DETAIL

NTS



COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

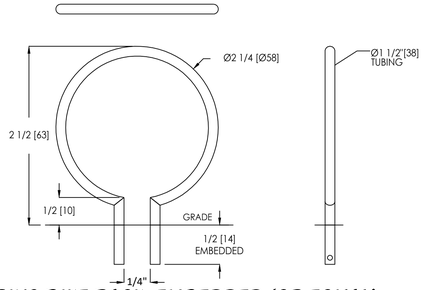
COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL ADA STALLS

BIKE RACK DETAIL

NTS

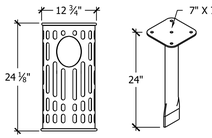


RING BIKE RACK, EMBEDDED (OR EQUAL)
HOLDS 2 BIKES PER RING

landscapeforms•
www.landscapeforms.com Ph: 800.521.2546

TRASH CAN DETAIL

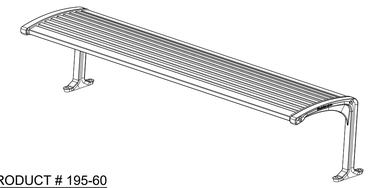
NTS



TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

BENCH DETAIL

NTS

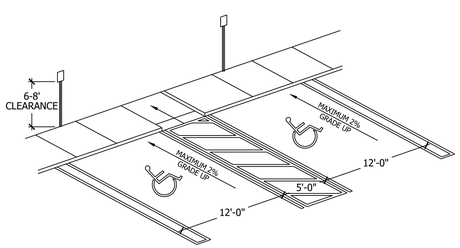


PRODUCT # 195-60
Manufacture: DuMor, INC
195 Series, 6-Foot, Backless, Surface Mount.
Frame Powder Coat Finish
w/ Textured Silver
Color: White
Or approved by Landscape Architect

INSTALL PER MANUFACTURERS RECOMMENDATIONS

Contact Information:
repservices.com
sales@repservices.com
Phone: 866.232.8532

ADA RAMP DETAIL

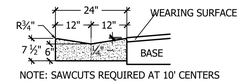


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL ADA SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF ADA SPACES

VALLEY CURB DETAIL

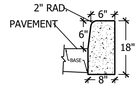
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NOTE: SAWCUTS REQUIRED AT 10' CENTERS

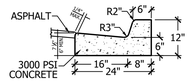
D CURB DETAIL

NTS



F CURB DETAIL

NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

EV CHARGING STATION

NTS

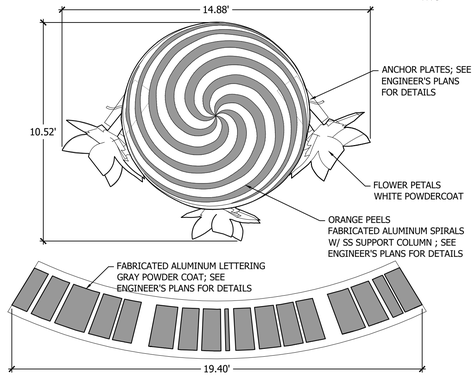


PRODUCT # IQ 200
Manufacture: Blink
Blink IQ 200 Level II
EV Charging Stations
Charging: Dual
Type: Rectangular Pedestal Mounted
Or approved by Landscape Architect

INSTALL PER MANUFACTURERS RECOMMENDATIONS

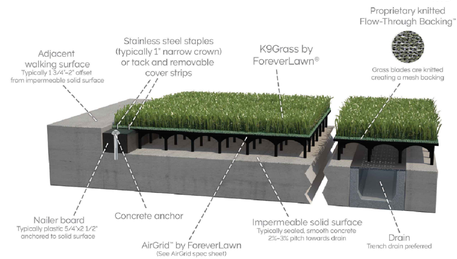
AIPP DETAIL

NTS



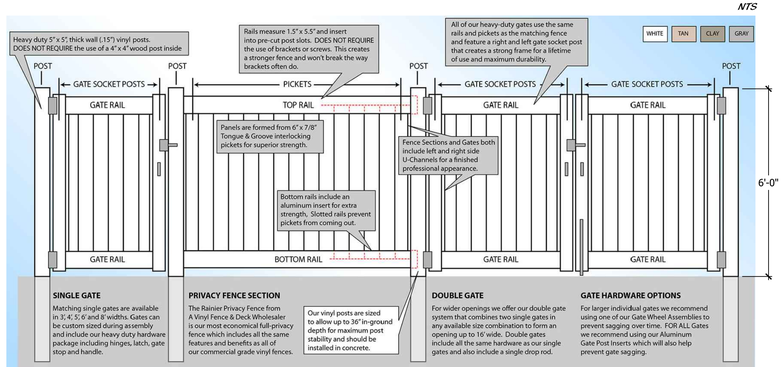
K9 GRASS OVER AIRGRID SYSTEM

NTS



6' HT PVC FENCE WITH 4' GATES

NTS



Site Details

ANIMAL BOARDING, KennEL & PET GROOMING C.U. MODIFICATION

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

James Business Park

PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
REVISIONS	05-18-22
01-05-24	08-01-24 06-07-22
02-16-24	08-22-24 11-08-22
03-20-24	08-26-25 12-28-22
07-24-24	10-21-25 10-06-23
08-28-26	06-29-26 11-10-25

Scale: 1" = 60'

0' 30' 60' 120'

August 28, 2026 11:28:09 a.m.
Drawing: 13-0518.98.01 SP.DWG

SHEET 3 OF 3

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Cotleur & Hearing
LAND PLANNING + LANDSCAPE ARCHITECTURE
JUPITER + ORLANDO EST. 1991
CELEBRATING 35 YEARS

OPERATIONAL PLAN

Dog Daycare, Boarding and Grooming — Unit 700 (Bay 3A)

James Business Park | 17035 Persimmon Boulevard West, Westlake, Florida

Submitted in response to Planning and Zoning Staff Comments #1, Items 9 and 10

August 28, 2026

1. Purpose

This Operational Plan describes how the proposed dog daycare, boarding and grooming facility will be operated on a day-to-day basis. It is submitted in support of Conditional Use application CU-2026-01 and responds to Staff Comments 9 and 10. The operator currently runs three other facilities in Palm Beach County; the procedures described here are the operator's existing, in-use protocols. This revision reflects the tenant floor plan on Sheet A-2.1, the outdoor yard plan, elevations and drainage detail on Sheets A-1.1 and A-2.1, and the product data sheets on Sheet A-2.2, all prepared by GBM Architecture, PA, dated August 28, 2026.

2. Nature of the Operation

It is worth being clear at the outset about what this business actually is, because the Code category the application is filed under does not describe it very well. The Conditional Use is requested for an overnight kennel because that is the category the City Code puts this use in. In practice, the facility operates predominantly as a weekday dog daycare. Owners drop their dogs off in the morning on the way to work, the dogs spend the day in supervised group play with rest periods and outdoor rotations, and the owners collect them in the evening on the way home. That daily cycle is the business.

Overnight boarding is a service offered to the existing daycare clients rather than a separate line of business. It is used when a client travels, and it concentrates around holidays, school breaks and vacation periods, or around a specific client need.

The floor plan demonstrates the intended program and operation. Of the 10,855 square feet in the tenant space, 5,347 square feet is daycare area and 2,435 square feet is boarding area. Boarding is roughly 22 percent of the tenant space, and the daycare area is more than twice the size of the boarding area. The balance is 825 square feet of reception and office, 438 square feet of grooming, and 1,810 square feet of corridor, restroom and electrical room. The kennel area is comparatively small, and it is a hard physical limit on the number of dogs that can ever be boarded here on a given night.

Within the boarding area the plan shows eight private rooms and a separate group of private suites. These are higher-service accommodations for specific client needs: a dog that does not do well in a group setting, an older dog, a dog on medication that needs to be watched, or a client who simply wants a private room for the pet. They are not the everyday model.

The everyday model is the three separate communal daycare rooms, divided for small, medium and large dogs. Dogs are grouped by size and temperament, play in supervised groups, rest on a rotation, and use the outdoor yard in supervised rotations through the day.

The operator runs three other facilities in Palm Beach County. Westlake would be the fourth. Everything described in this plan, in the Noise Management Plan and in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan is a procedure the operator uses today at those locations. None of it was written for this application.

The facility is predominantly a dog facility, but it is not exclusive to dogs. Cats are occasionally boarded, generally around holidays and in small numbers. Cats are housed in the private rooms and suites rather than in any group area, and they do not use the outdoor yard.

3. Facility Description

The facility occupies 10,855 square feet in Unit 700 (Bay 3A) of the North Building. That figure comes from the Site Data table dated August 28, 2026, which controls. Of the 10,855 square feet, 7,782 square feet is animal boarding kennel and daycare area. The office area designated for the parking analysis is 3,073 square feet.

The dimensioned floor plan on Sheet A-2.1 tabulates the interior as follows:

Interior Area (Sheet A-2.1)	Square Feet
Reception / office area / Grooming Area (office)	1,263
Corridor/Restroom / Electric (office)	1,810
Daycare areas (small, medium and large dog daycare rooms)	5,347
Boarding areas (private rooms, separate private suites, kennel area and kennel prep)	2,435
Total	10,855

The interior program shown on Sheet A-2.1 is:

- A reception and customer lobby with a 15-foot reception desk and glass from 4 feet to 8 feet above finished floor. Customers are limited to this area.
- A 438-square-foot grooming area with two bathing tubs, cage dryers and a grooming desk.
- An employee break room and a laundry for bedding and towels.
- Eight private rooms and a separate group of private suites. Top of wall in these rooms is 5 feet above finished floor.
- Three communal daycare rooms, separated as small dog daycare, medium dog daycare and large dog daycare.
- A kennel area with runs at 4 feet by 5 feet, 3 feet by 5 feet and 5 feet by 5 feet, and an adjoining kennel prep area.
- An existing electrical room.
- A new ramp down at the rear of the tenant space leading out to the outdoor yard through the existing man door.

The outdoor yard is located within the existing loading apron on the east side of the North Building, directly behind Bay 3A, and uses only area previously designated for loading for Unit 3A. The enclosure is dimensioned on Sheet A-1.1 at roughly 60 feet by 33 feet 4 inches overall, made up of a 5-foot

landscape strip along the rear and two play bays at 26 feet and 29 feet. The play area is approximately 1,840 square feet. The yard is divided into two separate play yards for dog sized-grouping separation. Access is through a new ramp down at the rear of the tenant space leading out to the outdoor yard through the existing overhead door. No new building doors and no new wall openings are proposed, and no change is made to the building footprint, elevations, parapet or architectural treatment.

4. Hours of Operation

Category	Hours
Customer hours (lobby open for drop-off, pick-up, grooming appointments, ancillary retail)	Monday–Friday 7:00 a.m. – 7:00 p.m.; Saturday 9:00 a.m. – 5:00 p.m.; Sunday 9:00 a.m. – 3:00 p.m.
Employee and animal-care hours	Not limited or fixed by this application. Staff are on site before the lobby opens and after it closes for opening preparation, animal care, the final outdoor rotation and closing cleanup.
Outdoor yard hours	5:00 a.m. – 11:00 p.m., seven days a week. Outside those hours the outdoor yard is used for emergencies only.
Overnight staffing	One trained attendant on site overnight whenever any animal is boarded, including a single animal. A second attendant on peak holiday periods.

Dogs do not use the outdoor yard after 11:00 p.m. The final outdoor rotation begins at approximately 8:30 p.m. and concludes by 11:00 p.m., after which dogs remain inside the building until 5:00 a.m. the following morning. The Applicant has no objection to a condition of approval fixing outdoor hours to 5:00 a.m. to 11:00 p.m., with emergencies only being the exception.

5. Capacity

Measure	Proposed Maximum
Maximum dogs on site at any one time (daycare and boarding combined)	150
Maximum dogs boarded overnight	70, at a peak period
Maximum dogs in the outdoor yard at one time	35, across the large dog and small dog play areas combined
Maximum dogs per supervised play group (indoors or outdoors)	grouped by size and temperament

Boarding capacity is limited by the physical kennel area, which is comparatively small. The boarding areas total 2,435 square feet within a 10,855-square-foot tenant space, and the number of runs, private rooms and suites drawn on Sheet A-2.1 sets a ceiling on how many dogs can be boarded on any night regardless of demand. Daily daycare capacity is managed by reservation. The facility does not accept

walk-in daycare or boarding beyond the stated maximums, and reservations are closed once the daily maximum is reached.

The outdoor yard is divided into a large dog play area and a small dog play area of roughly equal size, so the 35-dog outdoor maximum is carried as two separate, size-matched groups that never mix.

6. Staffing

- Eight employees at the greatest shift. That is the peak figure carried in the parking analysis for Bay 3A. It reflects a holiday or high-occupancy period, not a typical weekday.
- One trained attendant on site overnight whenever any animal is boarded, including a single animal. On a peak holiday period there may be two.
- A manager or shift lead is on duty during all customer hours.
- All staff are Pet CPR certified and complete the operator's animal handling and safety training before working unsupervised with animals.
- Staffing ratios in play areas are maintained so that no group of dogs is ever left unattended.

7. Animal Intake and Screening

- Every dog completes a four-hour temperament evaluation before it is accepted for daycare or boarding.
- Current vaccination records and medical records from the dog's veterinarian are required before acceptance and must be kept current thereafter.
- Dogs that display aggression toward people or other dogs, or that cannot be safely managed in the facility, are not accepted.
- Dogs showing signs of illness at drop-off are not admitted and the owner is asked to consult their veterinarian.
- Intake records, including emergency contact and veterinarian information, are maintained for every animal on site.

8. Grouping, Separation and Supervision

- The interior includes separate daycare play areas for small, medium and large dogs, together with individual holding and separation areas for dogs that require individual handling or cannot be combined with other animals.
- Dogs that require individual handling are housed in the private rooms or in the separate private suites. That is what those accommodations are for, and it is why they are drawn as individual rooms rather than as additional group space.
- A trained staff member is physically present with the dogs at all times, indoors and outdoors. Dogs are never left unattended in the outdoor yard.
- Boarded dogs are housed in individual kennel runs, private rooms or private suites overnight.

- Customers are limited to the front lobby. Only trained personnel and staff enter the animal care areas.
- Play groups are rotated with rest periods to reduce over-stimulation, which also reduces barking.

9. Outdoor Yard Use Protocol

- Dogs use the outdoor yard in supervised rotations of approximately 20 minutes throughout the day.
- Rotations are staggered so that no more than 35 dogs are outside at one time, carried as two size-matched groups, one in the large dog play area and one in the small dog play area.
- The first rotation begins no earlier than 5:00 a.m.; the final rotation begins at approximately 8:30 p.m. and concludes by 11:00 p.m. Outside that window the yard is used for emergencies only.
- Access between the tenant space and the yard is through the existing man door and the ramp down via the existing overhead door.
- Four gates serve the enclosure, and all of them are part of the fence rather than the building. One gate leads from the existing man door landing into the play area and is the everyday staff and animal route. One internal gate within the enclosure divides the large dog play area from the small dog play area. The remaining two are 4-foot-wide gates with 10-inch magnetic latches opening from the rear drive aisle, one into each play area, and they are for occasional maintenance access only.
- The two maintenance gates swing outward, consistent with the dumpster enclosure gates immediately adjacent to the tenant's enclosure, so no gate swings inward into the area where a group of dogs is gathered. They are kept closed and latched at all times except during maintenance procedures.
- Gates are opened one at a time. Two staff members manage each transfer between the tenant space and the enclosure through the man door gate, and the gate is latched again before the group is released. Every gate is latched at all times except during passage.
- Because the yard is divided, size-matched groups can be outside at the same time without mixing. The internal gate is closed whenever two groups are out.
- A 3-foot-wide stepping stone and pad path provides the walking route to the maintenance gates, so staff are not crossing the turf every time the enclosure is entered from outside.
- The yard surface is K9Grass by ForeverLawn with AlphaSan antimicrobial protection, installed over an AirGrid base laid directly on the existing concrete loading apron.
- The dogs use the slope of the existing ramp areas inside the enclosure. That grade change is a feature of the design rather than a leftover condition. It gives the dogs more activity than a flat pad would, and it moves surface water toward the landscape area at the rear of the enclosure.
- Three 16-foot by 20-foot grey UV shade sails are provided over the yard. They are carried on 4-inch steel posts set in 4-foot-deep concrete foundations and on eye bolts set into the existing

concrete tilt wall at 12 feet above finished floor with structural epoxy, and they are held by steel cables and quick-release mechanisms.

- Exterior dog rotations are suspended during lightning, heavy rain or extreme heat, and dogs are exercised indoors instead.
- Solid waste is collected immediately upon deposit and the surface is rinsed at the end of each rotation, as described in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan.

Shade sail take-down protocol

The quick-release mechanisms are there to be used. When a named storm, a tropical storm or hurricane watch or warning, or any other high-wind event is forecast for the area, the manager releases the quick-release clips, takes the sail fabric down, and stores the fabric inside the tenant space. The sails are not left up through the event, and the decision is not left to judgment at the time. It is a written rule assigned to the manager and it is part of the facility's storm checklist. The posts, cables, eye bolts and clips are inspected after the event, and the sails are re-hung only after that inspection. The yard remains usable with the sails down, subject to the heat protocol below.

10. Outdoor Yard Waste and Surface Management

Waste handling and surface cleaning in the yard are described in detail in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan submitted with this application. In summary:

- Solid waste is picked up the moment it is deposited. Nothing is left on the turf between rotations.
- A Low Profile Dog Waste Station with a round can is provided in the yard, so bagging and containment happen at the point of deposit rather than at the end of a trip back inside.
- The turf is rinsed at the end of each rotation and again at closing, and is treated with a bio-enzymatic product on a set schedule.
- Nothing leaves the enclosure. A proposed 8-inch Type D curb rings the enclosure and is set above the finished grass elevation, so the yard works as a contained basin. Surface flow is directed inward and toward the rear, into the landscape and dry well area, where it percolates into the soil column.
- Nothing is piped anywhere, there is no connection to the sanitary sewer, and nothing reaches the site's stormwater management system.

11. Customer Drop-off, Pick-up and Circulation

- Three reserved customer drop-off and pick-up spaces are provided immediately adjacent to the Unit 700 (Bay 3A) entrance. They are signed generically for short-term use and are not assigned to individual users.
- Customers enter from the main drive aisle, park in a designated space, and walk the dog on leash into the lobby. All transfers occur inside the lobby.
- Dogs are required to be leashed or crated from the vehicle to the lobby door.

- Drop-off activity coincides with the morning commute and pick-up with the evening commute; both are short-duration transactions of a few minutes at the counter.
- Eight employees at the greatest shift is the figure carried in the parking analysis for this tenant. It is a peak and holiday-period number rather than a typical weekday count, and employee arrivals are spread across a shift change rather than concentrated.
- Grooming appointments are scheduled and spread across the day to avoid concentrating arrivals.
- No customer queuing occurs in the drive aisle, and no loading, fire access or dumpster service route is used for customer circulation.

12. Grooming and Ancillary Retail

- Grooming is provided by appointment within a dedicated interior grooming area and primarily supports daycare and boarding clients.
- The retail component is less than 200 square feet, it is ancillary, and it is not open to the general public. It serves only clients whose pets are at the facility, and it carries miscellaneous dog supplies and treats, specialty shampoos specific to a pet's stay, and convenience items for pets. It is bought by customers who are already in the lobby dropping off or picking up a pet, so it generates no independent customer trip and no separate parking demand.

13. Deliveries and Service

- Deliveries are limited to parcel and small box-truck deliveries of food, bedding and supplies. The tenant does not receive tractor-trailer deliveries.
- Deliveries occur during customer hours and are received at the front of the tenant space.
- The tenant's waste container is a lidded, leak-proof container located inside the tenant space. Bagged waste is carried from that container out to the private hauler's container on the property's regular service schedule. No waste is stored in the outdoor yard at any time.

14. Emergency and Incident Procedures

Escaped animal

The enclosure is fully fenced to six feet, with four gates fitted with latches that are kept latched at all times except during passage, two of which are maintenance gates from the rear drive aisle that stay closed in normal operation, and all transfers between the building and the enclosure are made on leash by two staff members. If an animal does escape the enclosure or the building, staff immediately announce a facility-wide alert, secure all remaining animals indoors, and initiate a search of the site by at least two staff members while the manager notifies the owner. If the animal is not recovered promptly, the manager notifies Palm Beach County Animal Care and Control and adjacent tenants. Every incident is logged and reviewed, and any resulting corrective action to the enclosure or procedures is implemented before the outdoor yard is used again.

Animal medical emergency

Staff are Pet CPR certified. In a medical emergency the animal is separated, first aid administered, and the owner and the animal's veterinarian of record contacted. If the owner cannot be reached, the animal is transported to the nearest emergency veterinary hospital under the authorization obtained at intake. All incidents are documented.

Dog-to-dog or dog-to-person incident

Groups are separated immediately, the animals involved are moved to individual holding areas, and injuries are assessed and treated. Owners are notified the same day. Any animal involved in a serious incident is removed from group play and may be excluded from the facility. Incidents involving injury to a person are reported in accordance with applicable law.

Fire, alarm and evacuation

The facility maintains a written evacuation plan with assigned staff roles. Animals are evacuated on leash or in crates through the nearest safe exit to a designated assembly area, and a headcount is taken against the day's roster. Staff do not re-enter the building. Palm Beach County Fire Rescue is contacted and owners are notified as soon as animals are secure.

Severe weather, named storms

The facility maintains a written hurricane plan and will be available to board animals during hurricanes and major storms. The tenant will install a Manual Transfer switch that will enable the facility to operate off of a portable generator, should the need arise. Any change to normal operating hours during an event is communicated to customers by phone, email and social media and posted at the entrance to the facility.

A named storm or high-wind forecast also triggers the outdoor checklist. The three shade sails are released at the quick-release clips, taken down and stored inside the tenant space. The waste station liner is removed, sealed and taken inside, and the station can is secured. Loose items are removed from the yard. The gates are latched and checked. Nothing in the enclosure is left to become airborne. After the event the manager inspects the fence panels, the gate latches, the curb line, the turf and the dry well area before the yard is used again, and the sails are re-hung only after the posts, cables, eye bolts and clips have been inspected.

Extreme heat

South Florida heat is a routine operating condition rather than an emergency, and it is managed on a written protocol. When temperatures are high, outdoor rotation length is reduced and rotations are moved toward the early morning and the evening. Staff check the turf surface temperature by hand before a group is turned out, and a group is not turned out onto a surface that is too warm. Dogs are kept under the shade sails and in the shade cast by the building, and fresh water is available in the yard on every rotation. Staff watch for panting, lethargy and other signs of heat stress and bring a dog inside immediately if any are observed. When conditions do not allow safe outdoor use, rotations are suspended and dogs are exercised indoors. If the shade sails are down after a storm event, rotations are shortened and shifted to the cooler parts of the day until the sails are back up.

Power failure

In the event of a power failure, staff monitor interior temperature and ventilation, reduce group sizes, and increase outdoor rotations during permitted hours as conditions allow. The tenant will install a manual transfer switch that will enable the facility to operate off of a portable generator, should the need arise, which allows ventilation, lighting and climate control to be maintained for the animals on site for the duration of an outage.

After-hours issues and 24-hour contact

A manager is on call at all times. A 24-hour contact number is provided to the City of Westlake and to adjacent tenants, is posted at the tenant entrance, and is monitored continuously. Any complaint or after-hours issue receives a same-day response, and a written log of complaints, responses and corrective actions is maintained and available to the City on request.

15. Recordkeeping and Compliance

- Daily rosters, intake and vaccination records, incident logs, cleaning logs and complaint logs are maintained at the facility and are available to the City upon request.
- The storm checklist, including the shade sail take-down and the post-event inspection, is logged each time it is used.
- The facility will maintain all licenses and registrations required by the City of Westlake and Palm Beach County.
- This Operational Plan will be posted for staff, reviewed with all employees at hire and annually thereafter, and updated as operations change.

LOW PROFILE DOG WASTE STATION WITH ROUND CAN

Parts List:

- Can (1)
- Post (1)
- Dispenser (1)
- Dispenser Keys (2)
- Hardware Pack (1)
- 400 BAGS
- 25 CAN LINERS

Included Hardware:

A — 3" Bolt (5)

B — Flat Washer (10)

C — Hex Nuts (5)





GALVANIZED SQUARE POST* (1)
*2 Post Sections 47" Each



DISPENSER (1)



DISPENSER KEYS (2)



400 BAGS



25 CAN LINERS



CAN (1)



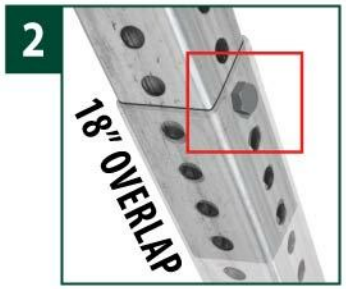
WARNING
Please Use Gloves When Handling and Installing Posts

PLEASE BE SURE TO TIGHTEN ALL NUTS AND BOLTS SECURELY

ASSEMBLY INSTRUCTIONS

1. **ALWAYS CHECK** for buried services (electric, water, gas phone, cable) before digging. Dig a post hole 14" deep. Pour in concrete.
2. **ASSEMBLE THE 2-PIECE POST** with 18" overlap. Use one 3" bolt (**A**) to secure the 2 sections together. Set and level the post in concrete footing. Allow cement to firmly set-up before attaching can and dispenser to post.
3. **ATTACH CAN**: Install 5" above ground; thread the 2 bolts (**A**) with 2 flat washers (**B**) through the can from the inside. Line up the bolts with holes in the post and tighten with nuts (**C**).
4. **INSTALL THE DISPENSER** 13" above the top of the can. Be sure to place washers (**C**) on the bolts as you bolt from the inside of the dispenser through to the post. Secure to post with nuts and washers.
5. **FILL DISPENSER** with bags – Install Can Liner.

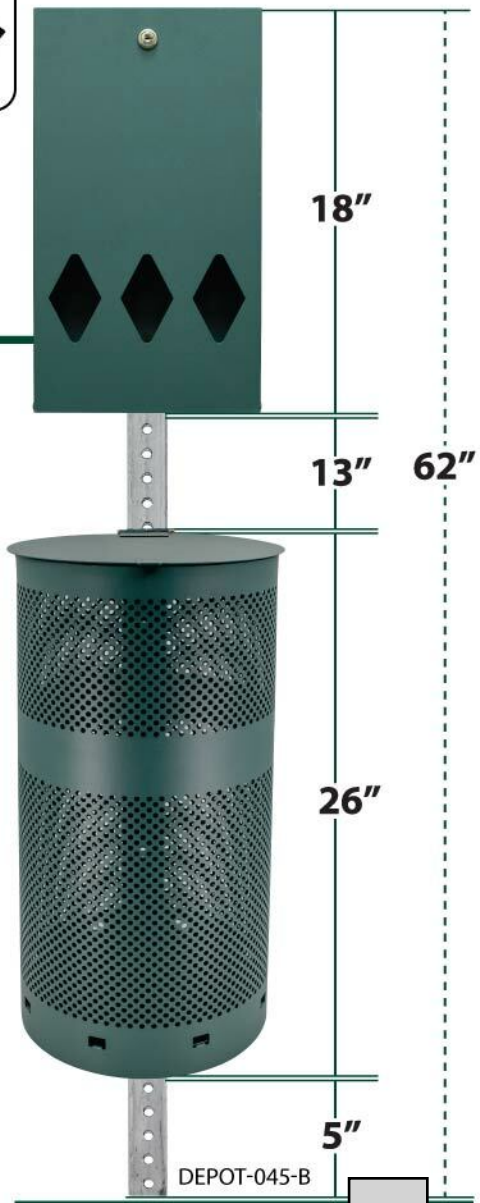












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ODOR, SANITATION, ANIMAL WASTE AND FACILITY MAINTENANCE PLAN

Dog Daycare, Boarding and Grooming — Unit 700 (Bay 3A)

James Business Park | 17035 Persimmon Boulevard West, Westlake, Florida

Submitted in response to Planning and Zoning Staff Comments #1, Items 8 and 12

August 28, 2026

1. Purpose

This plan describes how animal waste will be collected, stored and disposed of; how the indoor and outdoor areas will be cleaned; how odors and pests are controlled; how liquids from the outdoor yard are contained inside the enclosure and treated in a natural dry well rather than piped anywhere; and how the facility and the outdoor enclosure will be maintained. It is submitted in support of Conditional Use application CU-2026-01 and responds to Staff Comments 8 and 12.

2. Animal Waste Collection, Storage and Disposal

- Solid waste is picked up by staff immediately upon deposit, indoors and outdoors. Waste is never allowed to accumulate on any surface. This is the single most important measure in this plan, and everything else in it is secondary to it.
- Waste is double-bagged and sealed at the point of collection.
- A Low Profile Dog Waste Station with a round can is provided in the outdoor yard. The station is a green powder-coated steel unit approximately 62 inches tall overall, post mounted, with a locking bag dispenser above a lidded, perforated can carrying a liner. Bagging and containment therefore happen at the point of deposit, out in the yard, rather than at the end of a trip back into the building.
- Bagged waste is placed in a dedicated, lidded, leak-proof container located inside the tenant space. The container is not located in the site's trash enclosure, it is not stored outdoors, and it is not visible from any right-of-way or adjacent property.
- Bagged waste is carried from that container out to the private hauler's container, and waste is removed from the site two times per week.
- The container is washed and deodorized as required and not less than once per week, and its lid seal is checked at the same time.
- No waste is stored outside the tenant space, and no waste is stored within the outdoor yard at any time.
- Waste is never rinsed, swept or washed into any drain, inlet, swale or pavement area.
- Solid waste is removed at the source before any surface is rinsed. That sequence matters for the section that follows: what reaches the landscape area at the rear of the enclosure is rinse water, not animal waste.

(Specification sheet of the low profile dog waste station is attached to this document).

3. Outdoor Turf System, Containment and Natural Filtration

Staff Comment 8 asks how the outdoor pet area and the artificial turf system will be drained and cleaned, asks for construction details showing the direction and point of discharge for liquids and wash water, and asks for confirmation that animal waste and cleaning wastewater will not be discharged to the stormwater management system. Sheet A-1.1 and the enlarged drainage detail on Sheet A-2.1 illustrates a contained yard with a natural dry well along the full rear of the enclosure. It works as follows.

Step 1. The surface.

The yard surface is K9Grass by ForeverLawn with AlphaSan antimicrobial protection, laid over an AirGrid base installed directly on the existing concrete loading apron. The turf is infill-free with a flow-through backing, so waste and odor are not trapped in the surface and liquid passes straight through it rather than sitting in it. The AirGrid is the drainage plane between the turf and the slab, and it moves liquid laterally to the rear of the enclosure instead of letting it stand under the turf.

Step 2. The containment.

The enclosure is ringed by a proposed Type D curb. The curb is set above the finished grass elevation, so the yard functions as a contained basin. Surface flow is directed inward and downward, toward the rear of the enclosure. Nothing sheet-flows out onto the adjacent pavement, and nothing is directed toward a stormwater inlet. The curb is the physical barrier, it runs along the lower side (east) of the enclosure.

Step 3. The receiving area.

Along the full rear of the enclosure there is a 5-foot-wide strip. In that strip the existing concrete is removed and 3 feet of soil is excavated. Two feet of #57 stone is placed in the excavation. The stone is wrapped in trench wrap or soil separator fabric so the surrounding soil cannot migrate into the voids and clog the stone over time, which is the failure mode for a bed like this one if it is built without fabric. Twelve inches of topsoil and grass is placed over the top.

Step 4. The elevations.

The finished grass surface in that strip is set below the top of the curb. That is what makes the system work. Liquid running off the turf and out of the AirGrid plane runs into the landscape area rather than ponding on the turf or backing up against the curb, and the curb still stands above the grass as the barrier that keeps everything inside the enclosure. If the grass were set at or above the top of the curb, the water would have nowhere to go and the turf would stay wet. It is set low deliberately.

Step 5. The treatment.

What is built here is a natural dry well: grass and topsoil over stone, wrapped in filter fabric, sized to receive the liquid that comes off the yard. Liquid percolates down through the topsoil into the stone bed and is naturally purified in the soil column, which is what a soil column does. There is nothing exotic about the detail. It is the same landscape dry well construction used throughout Palm Beach County, applied at a scale matched to a roughly 2,000-square-foot enclosure.

No piped drainage is proposed, no connection to the sanitary sewer is proposed, and there is no discharge of any kind to the stormwater management system. Nothing leaves the enclosure.

Why this is the right answer rather than a sewer tie-in

This is not only the more constructible answer in this location. It is the better answer on the merits, for three reasons.

- Solids are removed at the source before anything is rinsed. The waste itself is picked up the moment it is deposited, bagged at the station in the yard, and carried inside. What reaches the landscape area at the rear is rinse water and dilute urine, not animal waste. A sanitary tie-in would be sized and permitted to carry a waste stream that this yard does not produce.
- The bio-enzymatic product described in Section 4 is applied on the turf and neutralizes organic residue where it lands, before it moves anywhere. The material is broken down at the surface rather than flushed away as somebody else's problem downstream.
- The soil column provides natural treatment. Sending the same dilute liquid into a sanitary line moves it off site untreated, to be treated somewhere else. Letting it percolate through 12 inches of topsoil and 2 feet of #57 stone treats it where it falls, at a volume the strip is sized to take.

The Applicant has no objection to a condition of approval confirming that no animal waste, no wash water and no runoff from the outdoor yard discharges to the stormwater management system, and will coordinate the final construction detail with the Building Department.

4. Bio-Enzymatic Treatment Program

The product used on the turf and on the hard surfaces in the outdoor yard is EcoStrong Outdoor Odor Eliminator. It is a concentrated bio-enzymatic formula made up of water, enzyme-producing bacteria, plant-based surfactants and odor counteractants, with a lemon eucalyptus fragrance. It is non-toxic and is safe for pets and people. The label covers lawns and turf, concrete and stone, and kennels, which is the full range of surfaces present in this enclosure and in the animal areas inside.

How it works

The product works in three steps, per the manufacturer's label. First, the enzymes break the waste down into smaller components. Second, the naturally-occurring bacteria in the formula consume that material. Third, the bacteria convert the waste to water, which evaporates. The organic material is digested rather than covered up. This is not a fragrance program, and it is the reason the odor does not come back a few hours after the yard is cleaned.

Application

- The product is diluted per the manufacturer's directions. For a pump-type or manual sprayer, that is a 15:1 water-to-product ratio. On a multi-use sprayer, the sprayer is set to the manufacturer's dilution letter.

- Solid waste is always picked up and removed before the product is applied. The label calls for it. Applying product over solids wastes the product and defeats the purpose.
- The affected area is saturated thoroughly. A light misting of the surface does not do the job and is not how the product is used here.
- The treated area is allowed to dry before dogs are returned to it.
- After the first application the surface is lightly re-wetted. The longer the surface stays wet, the longer the bacteria stay active and the more effective the treatment is. That re-wetting step is part of the written procedure, not an optional extra.

Schedule

- After each outdoor rotation: spot treatment of any area where a dog has relieved itself, after the solids have been picked up and bagged.
- At closing each day: the full yard is rinsed and treated.
- Weekly: a heavier scheduled treatment of the full yard, including the curb line, the stepping stone path, the base of the fence and the waste station.
- Indoors, the same bio-enzymatic approach is used on kennel runs, play area floors and the grooming area on the schedule in Section 6, ahead of the disinfectant step.

5. Disinfection and Antiseptic Program

The enzymatic product and the disinfectant do two different jobs, and both are used. The enzymatic product breaks down organic residue and the odor that comes with it. The disinfectant kills pathogens. Neither one substitutes for the other, and running only one of them is a common mistake in this industry. The operator runs both, on schedule.

- A veterinary-grade disinfectant is used on the indoor kennel runs, the daycare play area floors, the private rooms and suites, the grooming surfaces and the bathing tubs, on the cleaning schedule in Section 6.
- Label contact times are observed. A disinfectant wiped off before its contact time has elapsed has not disinfected anything, and staff are trained on that specifically.
- Surfaces are rinsed and dried before animals are returned to the area.
- Products are non-toxic, pet-safe and selected for animal care occupancies.
- Safety data sheets for every product used on site are kept at the facility and are available to the City on request.
- Each application is logged, and the disinfectant log is kept with the cleaning log and the bio-enzymatic application log.

6. Cleaning Schedule and Products

Area	Frequency	Method and Products
Outdoor pet turf	Continuous spot-cleaning; rinse at the end of each	Immediate solid waste pickup; rinse with the K9Grass flushing system; EcoStrong Outdoor

	rotation and again at closing	Odor Eliminator bio-enzymatic treatment, applied per Section 4
Outdoor turf deep clean	As required, and not less than once per week	Full flush and deep clean of the turf and the AirGrid plane per the ForeverLawn maintenance instructions; seams, edges and flow-through performance checked at the same time
Outdoor waste station	Liner replaced daily; can emptied as needed through the day	Liner removed and sealed; can washed and deodorized weekly; bag dispenser restocked daily and lock checked
Landscape and dry well area at the rear of the enclosure	Weekly inspection	Clear leaves and debris off the grass surface; check for ponding; confirm the area is percolating and the grass surface remains below the top of curb
Type D curb line and base of fence	Weekly	Rinse and treat the curb line and the base of the fence; confirm the curb is clear of debris that could hold material against it
Outdoor enclosure fence, gates and perimeter	Weekly	Wash down with pet-safe detergent; inspect for residue and staining
Indoor play areas (small, medium and large dog daycare)	Spot-cleaned continuously; full clean at midday and at closing	Immediate waste pickup; bio-enzymatic cleaner followed by veterinary-grade disinfectant with the label contact time observed
Boarding and kennel runs	Daily, and immediately as needed	Waste removal, wash down, bio-enzymatic cleaner and veterinary-grade disinfectant; bedding laundered daily
Private rooms and separate private suites	Daily, and again after each occupancy	Waste removal, wash down, bio-enzymatic cleaner and veterinary-grade disinfectant; bedding laundered between occupants
Grooming area, bathing tubs and cage dryers	After each appointment	Surface and tub sanitizing with veterinary-grade disinfectant; hair and debris collected and bagged
Reception, lobby and retail display	Daily	General cleaning and sanitizing of floors and surfaces
Waste container inside the tenant space	As required, and not less than once per week	Wash and deodorize the container; verify the lid seal and that the container remains leak-proof

All cleaning products used are non-toxic, pet-safe, and appropriate for animal care occupancies. Safety data sheets are maintained on site. Cleaning is logged daily and the log is available to the City on request.

7. Odor Control

- Immediate waste removal is the primary odor control measure. Odor from a facility like this one is a function of waste dwell time more than of anything else, and the operator's rule is simply that nothing sits. Solid waste is picked up the moment it is deposited, indoors and out, and it is double-bagged and sealed where it is picked up. Every other measure in this section is secondary to that one.
- The tenant space is served by a dedicated HVAC, ventilation and filtration system specified for boarding and animal care occupancies, providing frequent air changes and filtration of airborne particulates and pathogens.
- Bio-enzymatic cleaners break down organic residue rather than masking it, and are used indoors and out on the schedule in Sections 4 and 6.
- Exterior doors and gates remain closed except for animal and staff passage, which contains interior air and odor.
- The outdoor turf is infill-free with a flow-through backing, so there is no infill layer holding waste and odor at the surface, and it carries AlphaSan antimicrobial protection to inhibit the microbes found in fecal matter. The turf was selected for that reason.
- Bagged waste is sealed and stored in a lidded, leak-proof container inside the tenant space. It is not stored outdoors, it is not stored in the outdoor yard, and it does not sit in an exterior trash enclosure between hauler pickups.
- Location helps, and it is worth stating. The outdoor enclosure faces the Publix at Westlake service and loading area to the east, across the S.I.D. drainage and retention area and behind the six-foot concrete wall and landscape buffer along the east property line. There is no residential area, no outdoor dining area and no customer gathering area on the receiving side of this enclosure.

8. Pest Control

- Pest control is provided under a monthly contract with a licensed pest control operator covering the tenant space, the interior waste container area and the outdoor enclosure.
- Food and treats are stored in sealed containers off the floor.
- Service reports are retained on site and available to the City on request.
- Staff run a walk-through three to four times each day, approximately every two to three hours, covering sanitation, surface condition, odor and any sign of pests. That daily walk-through is separate from, and in addition to, the licensed pest control operator's monthly contract service.
- Any pest issue identified during a staff walk-through is reported to the contractor for service within 48 hours.

9. Facility Maintenance Schedule

Item	Frequency	Scope
Enclosure fence and gates	Monthly inspection	Verify fence integrity, no gaps at grade, magnetic gate latches operating and gates swinging clear to the outside, panels undamaged
Shade sails and quick-release hardware	Quarterly, before the start of hurricane season, and after any named storm	Inspect fabric, steel cables, eye bolts, quick-release mechanisms, post footings and the tilt-wall anchors. Take the sail fabric down and store it inside the tenant space ahead of a named storm or high-wind event, and re-hang only after the event and after the hardware has been inspected. The facility remains open and cares for boarded animals through the event, so the yard, the waste station and the enclosure are returned to service as soon as the post-event inspection is complete.
Artificial turf and AirGrid	Quarterly inspection; replace per manufacturer's service life	Check seams, edges, flow-through performance and antimicrobial condition; deep clean as required and not less than weekly
Landscape dry well and #57 stone bed	Quarterly	Inspect for ponding or slow percolation; clear surface debris; confirm the finished grass surface remains below the top of curb; confirm the trench wrap / soil separator fabric has not been exposed or damaged
Type D curb line	Quarterly	Confirm the curb is intact and runs along the perimeter of the proposed dry well at the rear of the enclosure, with no crack, gap or breach that would allow flow to escape the enclosure
HVAC, ventilation and filtration	Filters monthly; service semi-annually	Filter replacement and system service by licensed contractor
Acoustic panels, ceiling baffles and sprayed deck insulation	Monthly inspection; clean quarterly	Check attachment and condition of panels and baffles; check the sprayed deck insulation for damage, delamination or overspray loss; clean per manufacturer's instructions; replace damaged units
Interior floors, coatings and drains	Monthly inspection	Check for cracking, failed sealant or standing water; repair promptly
Kennel runs, gates and latches	Monthly	Verify secure latching and no sharp edges or damage
Waste container inside the tenant space	Monthly	Verify lid seal and container condition, and confirm the container remains leak-proof and inside the tenant space
Exterior lighting serving the enclosure	Quarterly	Verify operation and that no new light trespass is created

10. Responsibility, Records and Compliance

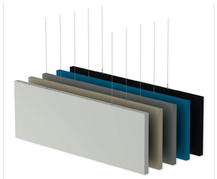
- The facility manager is responsible for implementing this plan and for maintaining all logs and service records.
- Records kept on site and available to the City on request include the daily cleaning log, the bio-enzymatic application log, the disinfectant application log, hauler service records, pest control service reports, and the maintenance inspection records for the enclosure fence and gates, the shade sails, the turf and AirGrid, the curb line and the landscape dry well.
- All staff are trained on this plan at hire and annually thereafter.
- A 24-hour contact number is posted at the tenant entrance and provided to the City and to adjacent tenants for any sanitation or odor concern. Complaints receive a same-day response and are logged with the corrective action taken.
- The Applicant has no objection to a condition of approval confirming that no animal waste, wash water or runoff from the outdoor yard discharges to the stormwater management system.

ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC CEILING BAFFLE

PRODUCT DESCRIPTION

Solve your echo and reverberation issues with an Acoustics America Acoustic Ceiling Baffle. These fabric-wrapped, sound absorbing vertical baffles are available in a wide array of colors, sizes and thicknesses, and give you the freedom to absorb excess ambient noise according to your design and aesthetic needs. By incorporating ceiling baffles, you can ensure your space not only looks appealing but also sounds much better.



PRODUCT FEATURES

Maximum performance: Our ceiling baffles are available in a 1" or 2" thick high-density (6 PCF) fiberglass core. The core is wrapped in acoustically transparent fabric to ensure optimal sound performance. The fiberglass core offers excellent absorption for your most demanding treatment applications.

More colors: We offer our ceiling baffles in a wide range of colors from our Acoustics America fabric line– *A vibrant spectrum of colors inspired by American landscapes.*

More sizes: Acoustic ceiling baffles are available in 6 sizes.

Multiple thicknesses: Our panels are available in two thicknesses for your unique treatment needs:
- 1" inch fabric-wrapped ceiling baffles are ideal for residential and light commercial applications.
- 2" thick acoustic baffles are optimal for heavy commercial spaces such as large gathering areas, music venues, restaurants and open office perimeters.
- A 2-inch thick baffle core will also help you achieve maximum absorption per square foot of space.

Mounting option: Each acoustic ceiling baffle includes 2 corkscrews. Suspend from your ceiling using our adjustable ceiling cloud hanging wire (sold separately). **Ceiling-side attachment hardware is not included.**

Safety and peace of mind: These panels are Class A fire rated (the highest rating possible) for use in indoor applications.

Proudly manufactured in the USA.

ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC CEILING BAFFLE

SOUND ABSORPTION AT VARIOUS FREQUENCIES						
Thickness	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz
Fiberglass 1" (.85 NRC)	0.14	0.27	0.80	1.11	1.14	1.14
Fiberglass 2" (1.15 NRC)	0.22	0.81	1.24	1.30	1.21	1.16

FIBERGLASS CORE: TECHNICAL INFORMATION AND SPECIFICATIONS	
Core	Acoustically Rated Fiberglass
Core Density	6 pounds per cubic foot (6 PCF)
Design	Frameless
Flammability Rating	Class A
Manufacturing Tolerance	+/- 1/4" from centerline
Architectural Product Reference	Sound absorbing ceiling unit
Fabric Material	Polyester Blend

Outdoor Stain & Odor Eliminator

Bio-Enzymatic

Family-owned and operated.

Made in the US.



Concentrated

Outdoor Odor Eliminator
Bio-Enzymatic Formula



BEFORE USE: Shake bottle vigorously. Remove pets and children from area before use. Remove solid waste. For best results, do not apply in direct sunlight as sunlit areas dry faster. The longer the treated areas stay damp, the more effective it will be.

Directions for EcoStrong Multi-Use Sprayer:
Pour undiluted Outdoor Odor Eliminator into the product sprayer's reservoir. Set dilution to the letter "D" (15:1) and follow directions included with sprayer. Do not pre-dilute Outdoor Odor Eliminator.

Directions for Pump Type & Manual Sprayers:
Use a 15:1 ratio of water to dilute Outdoor Odor Eliminator (1 gallon to 8oz).

Application Directions:
Step 1: Thoroughly saturate the affected area with diluted product, (product valve on & water valve on).
Step 2: Let dry before letting pets and children back into area.

For Best Results:
After first application, lightly over spray the area with water before it is dry. The longer the surfaces stay wet, the better. For strong odors repeat as necessary.

TO LEARN MORE

100% CUSTOMER : PROVEN & SATISFACTION GUARANTEE : POWERFUL

*Safe For Paws, People & Planet

Remove Outdoor Odors for Good
USE ON: Odors from urine, stool, vomit, skunks, garbage and more.
APPLY TO: Lawn, turf, patios, decks, concrete, stone and kennels.

LAWNS & TURF | CONCRETE & STONE | KENNELS & MORE

HOW IT WORKS:

1 Enzymes break up smelly waste
2 Natural bacteria consumes smelly waste
3 Bacteria converts waste to water and evaporates

Take back your yard today with EcoStrong.

INGREDIENTS: WATER, ENZYME-PRODUCING BACTERIA, PLANT-BASED SURFACTANTS, PLANT-BASED ODOR COUNTERACTANTS, LEMON EUCALYPTUS FRAGRANCE

WARNING: KEEP OUT OF REACH OF CHILDREN. Do not ingest. Wash hands thoroughly after each use. Keep out of eyes and/or open sores. May cause eye irritation. If irritation occurs, rinse eyes thoroughly with water for several minutes. If irritation persists, seek medical attention.

STORAGE: AVOID REPEATED FREEZING AND THAWING.

SUPPORT:
1-800-677-0577
info@ecostrong.com
ECOSTRONG.COM

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1180 Atlantic Drive, West Chicago, IL 60185

NON-TOXIC · SAFE FOR PETS · WHEN USED AS DIRECTED

MADE IN USA

8 50013 89332 4 #ODE-128

ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC PANEL

ODUCT DESCRIPTION

e your echo and reverberation issues with an Acoustics rica Acoustic Panel. These fabric-wrapped, sound rbing panels are available in a wide array of colors, sizes hicknesses, and give you the freedom to absorb excess ent noise according to your design and aesthetic needs. you mount these panels on your walls, you can listen ly to the sounds that matter.



ODUCT FEATURES

mum performance: Our panels are available with two ent core options: high-density (6 PCF) fiberglass and ck polyester. Both cores are wrapped in acoustically- parent fabric to ensure optimal sound performance. iberglass core offers excellent absorption for your most nding treatment applications. Polyester cores provide a veight, durable, and impact-resistant alternative that is for spaces requiring tackability and a soft aesthetic.

colors: We offer our panels in a wide range of colors s 4 fabric lines:
assic 700 Series – Timeless colors with a warm aesthetic
oustics America – A vibrant spectrum of colors inspired by American landscapes.
ilford of Maine Anchorage – Features a unique crepe texture often favored by designers lts distinctive look.
ilford of Maine FR701 – Finely woven with a smooth texture, this designer-favorite fabrics offers fined look.

sizes: These panels are available in 20 sizes, from 12" x 12" (1'x 1') all the way up to 120" x 48" (10'x 4').

iple thicknesses: Our panels are available in two thicknesses for your unique treatment needs:
inch panels are ideal for residential and light commercial applications.
thick acoustic panels are optimal for heavy commercial spaces such as large gathering areas, sic venues, restaurants and open office environments.
2 inch thick panel will also help you achieve maximum absorption per square foot of space.

iple mounting options: We offer two different mounting options, tailored to your application.
paling clips: Suitable for wall-mount applications. Easy to install and included with your order, default. Loctite Power Grab Adhesive is required for installation and screws are not included.
otofast™ Snap-On anchors: This mounting option is suited for both wall and ceiling direct-mount plications. This option does not require adhesive.

y and peace of mind: These panels are Class A fire rated (the highest rating possible) for use in indoor cations.

dly manufactured in the USA.

ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC PANEL

SOUND ABSORPTION AT VARIOUS FREQUENCIES						
Thickness	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz
Fiberglass 1" (.85 NRC)	.14	.27	.80	1.11	1.14	1.14
Fiberglass 2" (1.15 NRC)	.22	.81	1.24	1.30	1.21	1.16
Polyester 1" (.75 NRC)	.06	.34	.68	.93	.98	.97

FIBERGLASS CORE: TECHNICAL INFORMATION AND SPECIFICATIONS	
Core	Acoustically Rated Fiberglass
Core Density	6 pounds per cubic foot (6 PCF)
Design	Frameless
Flammability Rating	Class A
Manufacturing Tolerance	+-1/4" from centerline
Architectural Product Reference	Sound Absorbing Wall Unit
Fabric Material	Polyester Blend

POLYESTER CORE: TECHNICAL INFORMATION AND SPECIFICATIONS	
Core	Polyester
Core Density	5 pounds per cubic foot (5 PCF)
Design	Frameless
Flammability Rating	Class A
Manufacturing Tolerance	+-1/4" from centerline
Architectural Product Reference	Sound Absorbing Wall Unit
Fabric Material	Polyester Blend

PC 500 No Mix Open Cell Spray Foam Insulation
Technical Data Sheet

POLYCON

Product Design

PolyCon 500 No Mix Open Cell Spray Foam Insulation is a Class A rated spray foam that provides applicators with high yield, low density cost savings along with reliable and consistent performance with a broad temperature application tolerance. **PC 500** is intended for interior envelopes of Type I-V buildings.

Product Use

PolyCon 500 No Mix Open Cell Spray Foam Insulation forms an air barrier in wall cavities and can be used to fill a variety of wall cavity stud thickness in a single pass application. **PC 500** adheres tenaciously to most building materials and will provide a seamless barrier against air infiltration for the life of the building.

Recommended Product Applications

- Commercial Interior Walls
- Commercial Exterior Walls
- Attic Floor
- Sound Proofing
- Under Roof Deck
- Residential Interior Walls
- Residential Exterior Walls
- Cathedral Ceilings
- Sealed Crawl Spaces
- Basement Walls

Physical Properties

Properties	Test Method / Requirements	Value
Aged R-Value	ASTM C518	3.9 @ 1"
Core Density	ASTM D1622	0.5 pcf
Open-Cell Content	ASTM D6226	93%
Tensile Strength	ASTM D1623	6.03 lb/in²
Air Permeance	ASTM D2178	0.019 L/s*m2@3.5", 75 Pa
Water Vapor Transmission @ 74°F, per inch	ASTM E96	26.76* @ 1" Class III @ 2.7" ***
Dimensional Stability: 28 days at 160°F, 100% RH	ASTM D2126 15% max by volume change	5.7%

*Climate Zones that require a Class II Vapor Barrier, apply 1.0 gallons / 100 SF (16 Wet Mils) of **No Burn® Plus ThB Spray Seal** in direct contact of PC 500. This application rate also qualifies as a 15-minute Thermal Barrier.

*** PC 500 has a permeance of less than 10 perms at a minimum thickness of 2.7 inches and qualifies as a Class III vapor retarder.

Material Shelf Life

Six (6) months when stored properly

PolyCon LLC
1755 Transcentral Court, Suite 400
Houston, Texas 77032

PolyCon 500 No Mix Open Cell Spray Foam Insulation can be applied over Spray-applied Fire-resistive Materials (SFRM) assemblies without affecting their performance or rating. *See Jensen Hughes Project Number 1AJP00272.000 Engineering Evaluation.*

ASTM Method E84	Class A (Class I)
Flame Spread (FSI)	<25
Smoke Development (SDI)	<450

NFPA 285 – Exterior Wall Assembly Compliance

Successfully evaluated under NFPA 285 for fire propagation performance in exterior wall assemblies with combustible components.

NFPA 286 - 15 minute Thermal Barriers

Product	Max on Walls	Max on Ceiling	Application Rate
Paint to Protect DC 315	10"	14"	14 Wet / 8 DFT
No Burn® Plus ThB	10"	14"	14 Wet / 9 DFT
Flame Control ® 60-60A	10"	14"	14 Wet / 9 DFT

Attics and Crawlspaces - Appendix X

Product	Max on Walls	Max on Ceiling	Application Rate
Paint to Protect DC 315	10"	14"	4 Wet / 3 DFT
No Burn® Plus ThB	10"	14"	6 Wet / 4 DFT
Flame Control ® 60-60A	10"	14"	6 Wet / 4 DFT

Unvented Attic

Credential	Substrate	
Appendix U - Bare Foam	Max Wall - 14"	Max Ceiling - 14"

Appendix U was unanimously approved and adopted into The International Residential Code for Unvented Attics. Appendix U provides a clear, concise and transparent path for spray applied foam plastic insulation for use in unvented attics without a code-prescribed ignition barrier.

Credentials & Approvals

IAPMO UES ER-959

GREENGUARD GOLD

1-855-PC1-FOAM
www.polyconspf.com

PC 500 No Mix Open Cell Spray Foam Insulation
Technical Data Sheet

Recommended Processing Parameters

Mix Chamber	Maximum 02 / 5252
Ambient / Substrate Temp	40 -120°F / 4 - 49°C
Equipment Dynamic Pressure	1,000 - 1,500 psi
Preheat Temperature	115 - 145°F / 46 - 63°C
Drum Temperature	70 - 90°F / 21 - 32°C
Storage Temperature *No Sun Exposure*	60 - 90°F / 15 - 32°C

Thermal Barrier

IBC code requires that spray foam be separated from the interior of the building by an approved fifteen (15) minute thermal barrier, such as ½" gypsum wall board or equivalent, installed per manufacturers specifications, meeting local code requirements, or other protective layers tested as a composite configuration and system, that have passed third party audited testing by an approved laboratory. With the exception of applications to Band Joists / Rim Joists / Mudsills, up to 3.25" without the application of the code prescribed thermal barrier.

R-Value Chart ASTM C518

Thickness (in.)	R Value Total (H2h°F/Btu)
1	3.9
2	7.6
3	11
3.5	13
4	15
5	19
5.5	20
6	22
7	26
7.25	27
8	30
9	33
9.25	34
10	37
11	41
11.25	42
12	44
13	48
14	52
15	56
16	59

In case of Fire Extinguishing Media

Use dry chemical extinguishers such as mono Ammonium phosphate, potassium sulphate and potassium chloride. Additionally, use carbon dioxide, high expansion chemical foam or water spray for large fires.

Handling and Safety

Respiratory protection is Mandatory!
All precautions should be taken to avoid occupational exposure as well as protecting the working area to avoid unintended exposure by others. Supplied air and a NIOSH approved full face mask respirator must be used during the application as well as chemical safety goggles, protective, non-absorbent gloves and Tyvek suit properly secured around wrists to avoid any and all skin exposure.

Positive pressure ventilation of the work area is recommended to minimize the accumulation of vapors in the work area during the application. Improper application techniques of this foam system must be avoided. Any interior area, even with proper ventilation, should be considered a Confined Space and be treated with utmost precaution. Atomized vapors should not exceed TLV .02 parts per million of isocyanates. Avoid breathing vapors. Persons with known sensitivities or allergies should avoid exposure completely. If inhalation occurs, remove person from contaminated area and administer oxygen if having difficulty breathing. Call a physician immediately. Avoid contact with skin, eyes and clothing.

Open containers carefully, allowing any pressure in the container to be relieved safely. Any contact with material should be washed thoroughly with soap and water. Wash clothes before reuse.

Applicators should ensure the safety of the jobsite and construction personnel by posting appropriate signs warning all adjacent workers and trades to avoid the area. Ensure warning signs are visibly posted at job site that welding, soldering and torch cutting should take place no less than 45 feet from exposed in situ cured foam. If work must be performed, the polyurethane foam should be properly covered with an appropriate fire or welders blanket and fire watch should be provided.

A protection program developed by the Center for Polyurethanes Industry (CPI) is available for download at www.polyurethane.org. Spray Polyurethane Foam Alliance (SPFA) also provides significant safety resources at www.sprayfoam.org, or can be reached directly at 571-748-5003.

Jobsite Hazards

The potential results of improperly applied materials may include but not limited to excessive heat build-up which could result in a fire or offensive odors which may not dissipate over time and / or poor product performance due to improper density of the applied material.
This includes excessive thickness beyond recommended application passes, off ratio material, and spraying into rising foam. Large masses of sprayed materials should be avoided. If large masses are generated they should be removed from the area, cut into small pieces, wetted down and allowed to cool before disposal. Failure to follow this recommendation may result in a fire. It is recommended that a fire extinguisher be located in the work area to ensure easy access.

In Case of Spills or Leaks

- **Utilize appropriate personal protective equipment (PPE)**
- **Contain and cover spilled materials with loose, absorbent material such as Oil-Dry, Vermiculite, sawdust or Fuller's Earth**
- **Shovel absorbent waste material into proper waste containers**
- **Wash the contaminated area thoroughly with hot and soapy water**
- **Ventilate area to remove vapor**
- **Report sizable spills to proper environmental agencies**

Disclaimer
The data presented herein is not intended for use by non-professional applicators, or those persons who do not purchase or utilize this product in the normal course of their business. The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any application is the responsibility of the buyer. All guarantees and warranties as to the products supplied by PolyCon LLC shall have only those guarantees and warranties expressed in writing by the manufacturer. The buyer's sole remedy for any material claims will be against the applicator of the product. The aforementioned data on this product is to be used as a guide and is subject to change without notice. The information herein is believed to be reliable, but unknown risks may be present. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING PATENT WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE, ARE MADE BY POLYCON LLC WITH RESPECT TO OUR PRODUCTS OR INFORMATION SET FORTH HEREIN.
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rev. 100226

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REGISTERED ARCHITECT
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JAMES BUSINESS PARK
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CITY OF WESTLAKE, FL 33470

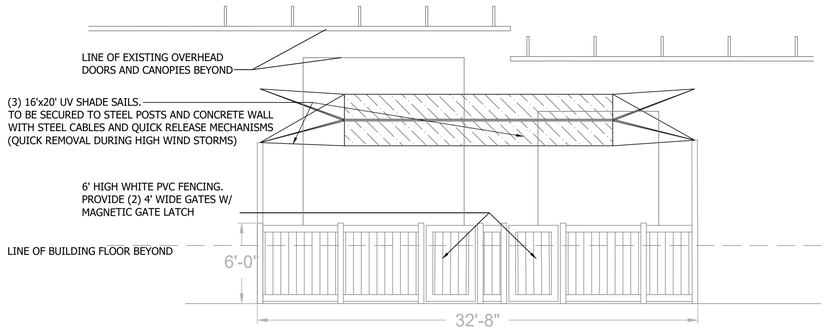
CITY OF WESTLAKE
PALM BEACH COUNTY

DRAWING ISSUE DATES:
08-28-2026

DETAILS

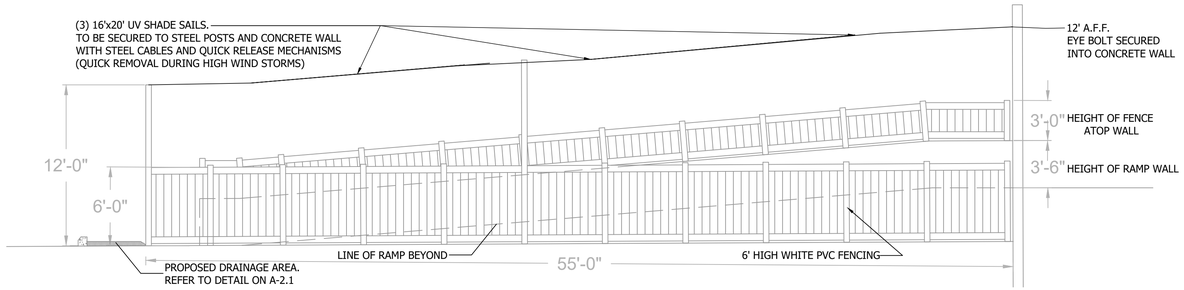
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PROJECT ---
ORG PERMIT SUB ----
PERMIT NO. ----



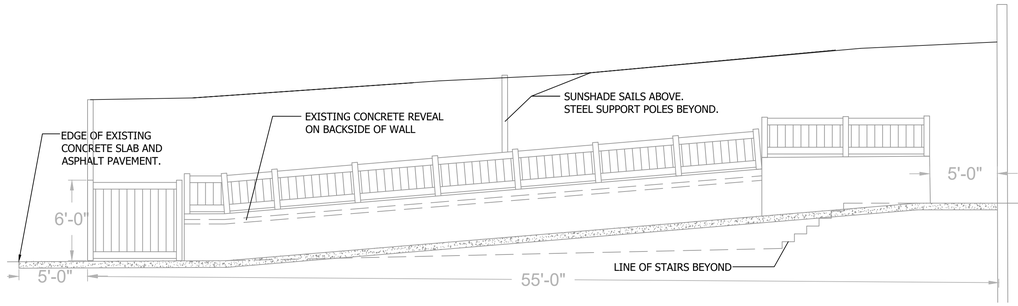
OUTDOOR YARD - EAST ELEVATION "D"

SCALE: 3/16" = 1'-0" | 05



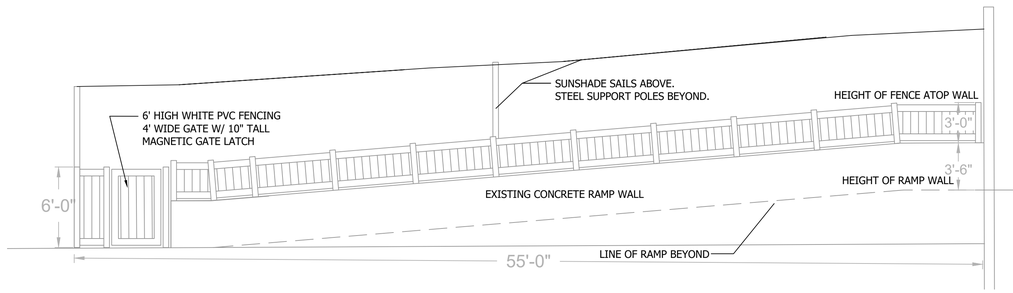
OUTDOOR YARD - NORTH ELEVATION "A"

SCALE: 3/16" = 1'-0" | 02



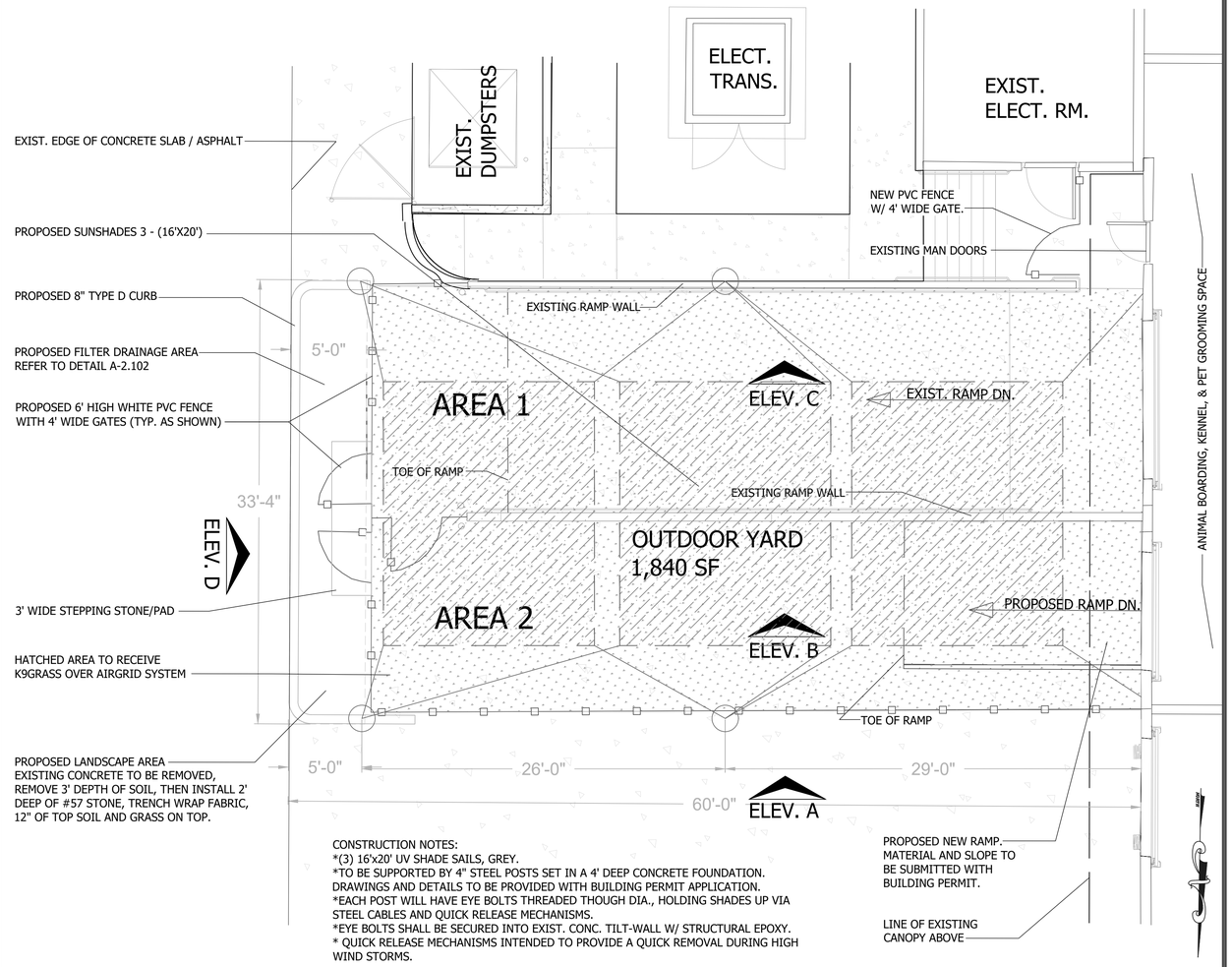
OUTDOOR YARD - INTERIOR ELEVATION "C"

SCALE: 3/16" = 1'-0" | 04



OUTDOOR YARD - INTERIOR ELEVATION "B"

SCALE: 3/16" = 1'-0" | 03



OUTDOOR YARD FLOOR PLAN

SCALE: 3/16" = 1'-0" | 01

CONSULTANT
STATE OF FLORIDA
REGISTERED ARCHITECT
Gregory B. Molina
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DATE: ------
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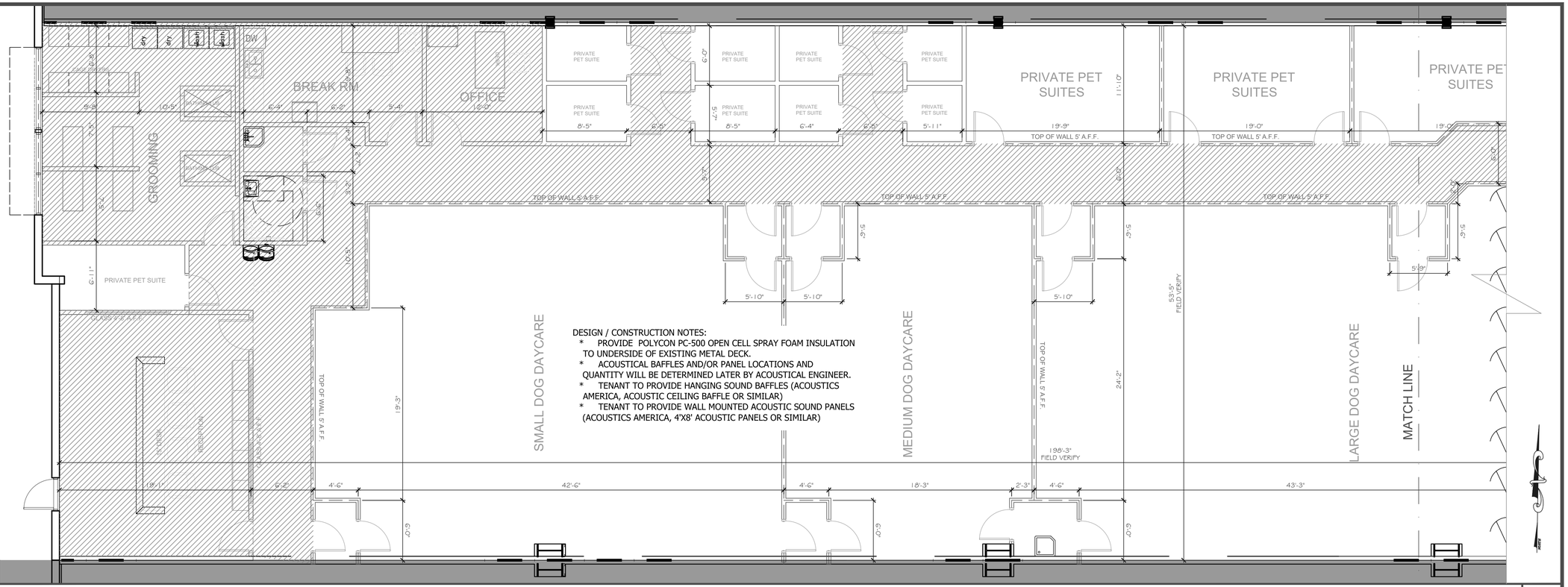
DOG UNLEASHED
JAMES BUSINESS PARK
17035 PERSIMMONS BLVD. UNIT 700
CITY OF WESTLAKE, FL 33470
PALM BEACH COUNTY
CITY OF WESTLAKE

DRAWING ISSUE DATES:
08-28-2026

OUTDOOR YARD PLANS

SHEET
A-1.1

PROJECT ---
ORG PERMIT SUB ----
PERMIT NO. ----

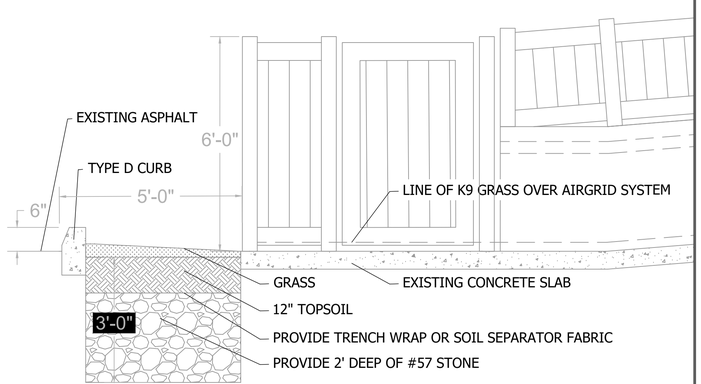


FLOOR PLAN - PARTIAL

SCALE: 3/16" = 1'-0" | 01

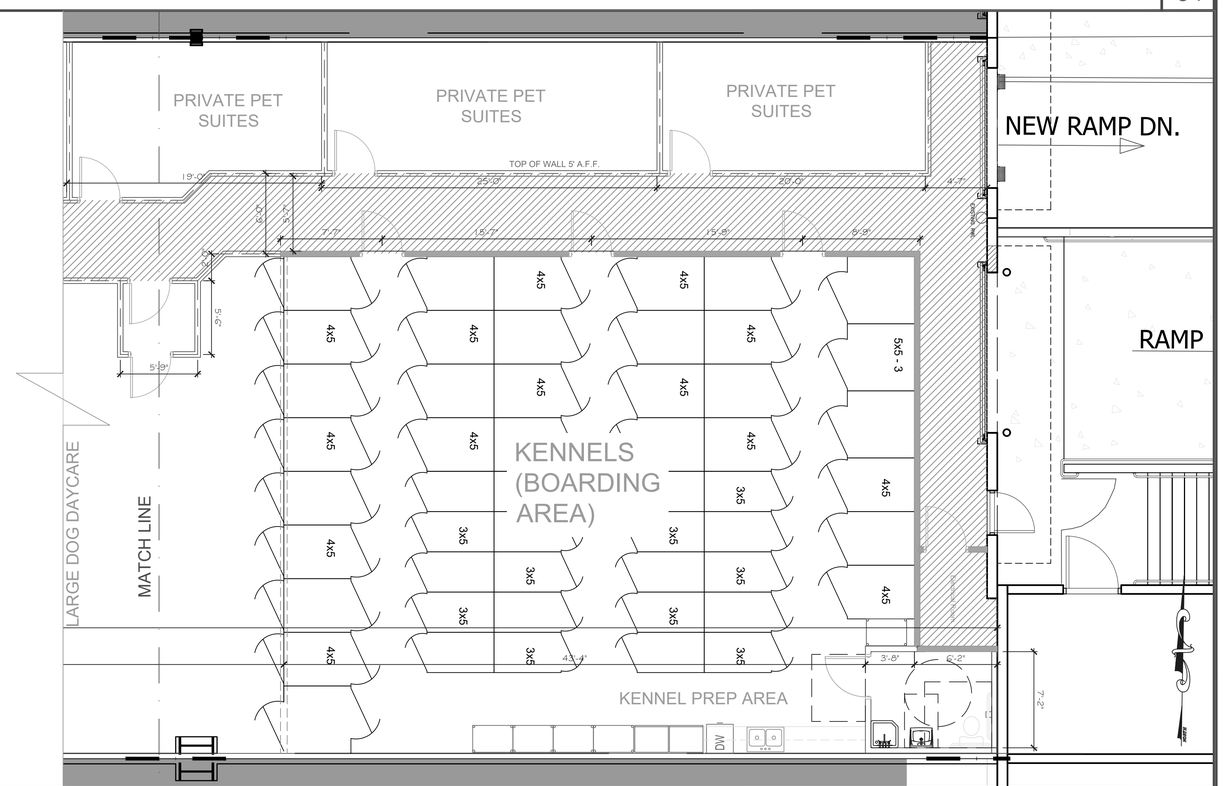
TOTAL TENANT INTERIOR SPACE =	10,855 SF
OFFICE AREAS:	
RECEPTION	475 SF
GROOMING AREA	438 SF
OFFICE/BREAKROOM	350 SF
CORRIDOR, RESTROOM & ELECT.	1,810 SF
SUB-TOTAL	3,073 SF
DAYCARE AREAS	5,347 SF
BOARDING AREAS	2,435 SF

OCCUPANCY CALCULATIONS | 03



DRAINAGE FILTER DETAIL - ENLARGED

SCALE: 1/2" = 1'-0" | 02



FLOOR PLAN - PARTIAL

SCALE: 3/16" = 1'-0" | 01

CONSULTANT
STATE OF FLORIDA
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DATE: ------

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DOG UNLEASHED
JAMES BUSINESS PARK
17035 PERSIMMONS BLVD. UNIT 700
CITY OF WESTLAKE, FL 33470
PALM BEACH COUNTY
CITY OF WESTLAKE

DRAWING ISSUE DATES:
08-28-2026

FLOOR PLAN

SHEET
A-2.1

PROJECT ---
ORG PERMIT SUB ----
PERMIT NO. ----

Cotleur & Hearing
LAND PLANNING + LANDSCAPE ARCHITECTURE
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CELEBRATING 35 YEARS

NOISE MANAGEMENT PLAN

Dog Daycare, Boarding and Grooming — Unit 700 (Bay 3A)

James Business Park | 17035 Persimmon Boulevard West, Westlake, Florida

Submitted in response to Planning and Zoning Staff Comments #1, Item 11

August 28, 2026

1. Purpose

This Noise Management Plan describes the site, building and operational measures that will control animal noise generated by the proposed dog daycare, boarding and grooming facility, and demonstrates that the use will be compatible at the property line. It is submitted in support of Conditional Use application CU-2026-01 and responds to Staff Comment 11. Staff asked for specifications and locations for the proposed sound-absorption materials. Section 4 has been rewritten around the products actually specified on Sheet A-2.2 by GBM Architecture, PA.

2. Site Context

Site layout is the most effective noise control measure available on this property, and the tenant location was selected with that in mind.

- Unit 700 (Bay 3A) is located in the North Building, and the outdoor yard is on the east side of that building within an existing loading area.
- The 135,541-square-foot North Building sits between the outdoor yard and the western property line, so there is no direct line of sound from the outdoor area toward any residentially designated property.
- The nearest residential homes are a significant distance to the west, across Persimmon Boulevard and the M-2 canal.
- Immediately to the east, across the existing S.I.D. drainage and retention area and behind the six-foot concrete wall and landscape buffering along the east property boundary, is the Publix at Westlake service and loading area. That is a commercial loading and service environment, not a residential area, an outdoor dining area or a customer gathering area.
- The outdoor yard is enclosed by a solid six-foot white PVC privacy fence, which functions as a continuous barrier at the source rather than an open chain link enclosure. A solid barrier placed at the source is the most effective single piece of outdoor noise control available on a site like this one.
- Where the PVC fence sits atop the existing 3-foot-6-inch concrete ramp wall, the fence panel above the wall is 3 feet high. Along that run the combined barrier between the dogs and anything outside the enclosure is taller than six feet, and the lower portion of it is solid concrete.
- The enclosure sits down within the existing loading apron, below the level of the surrounding pavement at the ramp, which puts the source lower than the adjoining grade along part of the enclosure.

3. Sources of Noise

Source	Character and Control
Indoor barking in daycare play areas	Intermittent; controlled by acoustic treatment, group sizing, staff redirection and rest rotations
Indoor barking in boarding and kennel areas	Primarily at intake and feeding; controlled by acoustic treatment, individual runs and routine
Outdoor barking during rotations	Short duration, limited group size, supervised, limited to 5:00 a.m. – 11:00 p.m.; solid fence at the source
Mechanical equipment	Roof-mounted units screened by the existing building parapet; no new ground-mounted equipment is proposed. The wall-mounted fan note that appeared on an earlier tenant drawing has been removed, and no new exterior mechanical equipment is proposed in the outdoor yard.
Customer activity	Vehicle arrivals and departures at the tenant entrance; equivalent to existing tenant activity

4. Interior Acoustic Treatment

Two surfaces drive the interior acoustic design in a building of this type. The first is the ceiling plane, which here is the underside of an existing fluted metal deck and is by far the largest hard reflective surface in the space. The second is the wall surface in the rooms where dogs are actually held. The treatment specified on Sheet A-2.2 addresses both, and it is the same combination the operator has built at its existing Palm Beach County facilities.

Spray-applied ceiling insulation

PolyCon PC 500 No Mix Open Cell Spray Foam Insulation is specified, spray-applied at a thickness of 2 inches to the underside of the existing metal deck. This is the K-13 style spray-applied product the operator has used at its other locations, where it was applied at the same 2-inch thickness to the underside of the fluted metal deck over the boarding, play and meet-and-greet areas. Applying the material directly to the deck treats the entire ceiling plane rather than a partial area, and it removes the hard reflective surface that would otherwise sit above every dog in the building. Sheet A-2.1 carries the note “PROVIDE POLYCON PC-500 OPEN CELL SPRAY FOAM INSULATION TO UNDERSIDE OF EXISTING METAL DECK.”

The specified product carries the following ratings: Class A / Class I per ASTM E84; Flame Spread Index less than 25; Smoke Developed Index less than 450; density of 0.5 pounds per cubic foot; IAPMO UES evaluation report ER-559. It satisfies NFPA 285 exterior wall assembly requirements and the NFPA 286 15-minute thermal barrier requirement.

Wall-mounted acoustic panels

Acoustics America acoustic wall panels are specified at 4 feet by 8 feet, wall mounted. The panels are frameless, with an acoustically-rated fiberglass core at 6 pounds per cubic foot density, a polyester-blend fabric facing and a Class A flammability rating. Sound absorption is NRC 0.85 for the 1-inch fiberglass panel, NRC 1.15 for the 2-inch fiberglass panel, and NRC 0.75 for the 1-inch polyester panel.

The octave band sound absorption coefficients for the 2-inch fiberglass panel are:

125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
0.22	0.81	1.24	1.30	1.21	1.16	1.15

The reason the panel choice matters is in those numbers. Dog barking carries most of its energy in the mid and upper frequencies, from roughly 500 Hz through 4000 Hz. The 2-inch fiberglass panel is absorbing at or above 1.16 across that entire range, which is where the noise actually is.

Suspended acoustic ceiling baffles

Acoustics America suspended acoustic ceiling baffles are specified where added absorption is needed below the sprayed deck. The baffles use the same 6 PCF acoustically-rated fiberglass core and carry the same Class A flammability rating, at NRC 0.85 for the 1-inch baffle and NRC 1.15 for the 2-inch baffle. A baffle is exposed on both faces, so it works on sound arriving from more than one direction, which is what is needed in a tall open room with hard side walls. Sheet A-2.1 carries the note that the tenant is to provide hanging sound baffles and wall-mounted acoustic sound panels of this type.

Specification by location

Location	Treatment	Product and Specification	Performance
Daycare play areas: small dog, medium dog and large dog rooms	Spray-applied ceiling insulation to the underside of the existing metal deck	PolyCon PC 500 No Mix Open Cell Spray Foam Insulation, 2-inch thickness	Class A / Class I per ASTM E84; FSI <25; SDI <450; 0.5 pcf; IAPMO UES ER-559
Daycare play areas: small dog, medium dog and large dog rooms	Wall-mounted acoustic panels	Acoustics America 4' x 8' acoustic panels; 6 PCF fiberglass core; frameless; polyester-blend fabric	NRC 0.85 (1" fiberglass); NRC 1.15 (2" fiberglass); NRC 0.75 (1" polyester); Class A
Daycare play areas	Suspended acoustic ceiling baffles	Acoustics America acoustic ceiling baffles; 6 PCF fiberglass core	NRC 0.85 (1"); NRC 1.15 (2"); Class A
Boarding areas and kennel runs (4'x5', 3'x5' and 5'x5' runs) and kennel prep area	Spray-applied ceiling insulation, plus wall-mounted acoustic panels	PolyCon PC 500 at 2 inches to the deck; Acoustics America 4' x 8' panels	Class A throughout; panels NRC 0.85 (1") / NRC 1.15 (2")
Boarding areas and kennel runs	Suspended acoustic ceiling baffles	Acoustics America acoustic ceiling baffles; 6 PCF fiberglass core	NRC 0.85 (1"); NRC 1.15 (2"); Class A
Eight private rooms and the separate private suites (top of wall 5'-0" A.F.F.)	Spray-applied ceiling insulation over the rooms, plus wall-mounted acoustic panels within each room	PolyCon PC 500 at 2 inches to the deck; Acoustics America 4' x 8' panels	Class A throughout; panels NRC 0.85 (1") / NRC 1.15 (2")

Grooming area (two bathing tubs and cage dryers)	Spray-applied ceiling insulation, plus wall-mounted acoustic panels	PolyCon PC 500 at 2 inches to the deck; Acoustics America 4' x 8' panels	Class A; panels NRC 0.85 (1") / NRC 1.15 (2")
Demising walls to the adjoining bay, and the tenant entry	Full-height demising construction with sound-absorbing materials and mats on the wall; solid-core, self-closing entry door with sweeps and seals	Designed at construction documents to meet all applicable requirements, including fire separation between tenant spaces	Full height, sealed at head and jambs

The demising walls and tenant separations will be designed to meet all applicable requirements, including fire separation between tenant spaces, and will incorporate the sound-absorbing materials and mats described in this plan. The assemblies are confirmed at construction documents.

The data sheets provided on Sheet A-2.2 are representative of the products to be installed. Comparable products of equivalent type and performance may be substituted, and final selection, locations and quantities are confirmed by the acoustical engineer at construction documents.

Sheet A-2.1 carries this design and construction note, and it governs the final layout: “ACOUSTICAL BAFFLES AND/OR PANEL LOCATIONS AND QUANTITY WILL BE DETERMINED LATER BY ACOUSTICAL ENGINEER.” The products and their rated performance are fixed and are shown on Sheet A-2.2. The locations and the quantities are set by the acoustical engineer and are submitted with the construction documents. We have deliberately not stated a coverage percentage or a baffle count in this plan, because the acoustical engineer has not yet confirmed one and we are not going to put a number in front of the City that the construction documents may not match.

This combination is not theoretical. The operator has built out its existing Palm Beach County facilities with the same spray-applied ceiling insulation and the same wall-mounted acoustic panels, and has operated those facilities without a noise complaint. That track record is the reason this combination is specified here rather than something assembled for this application.

One condition of the space is worth noting because it explains why the ceiling plane carries so much of the work. The interior partition walls in the play and kennel areas stop at 5 feet above finished floor at top of wall, and the reception glass runs from 4 feet to 8 feet above finished floor. Because the partitions are open above, the sprayed deck and the suspended baffles are doing the job a full-height partition would otherwise do, which is why the spray insulation is applied continuously across the deck rather than room by room.

All acoustic materials will be non-porous or sealed, cleanable, and rated for animal care occupancies. Panels are mounted above dog reach where practical and are inspected and cleaned on the schedule in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan.

The applicant/owner's interest

It is worth noting who stands behind this. Nobody has a stronger interest in this use being compatible than James Business Park, LLC. The owner, Jamlyn Supply, owns and manages this building and its other

tenancies, and the owner is the party who bears the consequence if a tenant creates a nuisance for its neighbors. This tenancy was underwritten with that in mind. Beyond that, the surrounding context is an industrial and service environment. No residential receptor has a line of sight or a direct line of sound to this tenancy, and there are very few people in the immediate vicinity who could be disturbed. The compatibility question here is being managed by the party with the most at stake in getting it right, in about as forgiving a setting for this use as exists in the City.

5. Door and Gate Protocol

- All exterior doors and gates remain closed at all times except for animal and staff passage. This is a standing written rule, posted at each opening and covered in staff training.
- Access between the tenant space and the outdoor yard is through the existing man door. No new building doors are proposed and no change is made to the building. The man door is self-closing.
- Four gates serve the enclosure, all of them part of the fence rather than the building: one from the man door landing into the play area, one internal gate dividing the large dog play area from the small dog play area, and two 4-foot maintenance gates with 10-inch magnetic latches opening from the rear drive aisle, one into each play area. All are self-latching, are opened one at a time, and are latched at all times except during passage.
- The two maintenance gates are for occasional maintenance access only and are never used for animal movement or daily operations.
- The divided yard is itself a noise control. Size-separated groups mean smaller groups outside at any one time and less of the reactive, group-wide barking that a single mixed pen produces.
- The overhead door is used for animal passage via the proposed ramp.

6. Operational Controls

- Play groups are sized and separated by dog size and temperament.
- Staff redirect a barking dog immediately using training and enrichment techniques rather than allowing sustained barking.
- A dog that barks persistently is removed from the group to an individual area.
- A dog that cannot be managed within these controls is excluded from the facility; owners are advised of this at intake.
- Group play is rotated with scheduled rest periods to reduce over-stimulation.
- Outdoor rotations are limited in group size and duration and are confined to 5:00 a.m. to 11:00 p.m., with use outside that window limited to emergencies.
- Feeding and intake routines are staggered to avoid group-wide barking events.
- Overnight, boarded dogs are housed in individual runs with lights dimmed and ambient sound masking, which is the operator's standard practice at its existing locations.

7. Compliance at the Property Line

The Applicant will comply with the City's applicable noise regulations at the property line. Compliance is achieved through the combination of building separation, the solid enclosure fence, interior acoustic treatment, restricted outdoor hours, limited outdoor group sizes, and continuous staff supervision described above. Because the outdoor yard is shielded from the west by the North Building and faces a commercial service and loading area to the east, no sensitive receptor has a direct line of sound to the source.

8. Complaint Response Protocol

Step	Action
1. Receipt	Complaints may be made to the facility manager during business hours or to the posted 24-hour contact number at any time. The City may use either.
2. Acknowledgement	The manager acknowledges the complaint the same day it is received.
3. Investigation	The manager investigates on site, identifies the source, and documents conditions at the time of the complaint.
4. Corrective action	Immediate corrective action is taken: group size reduced, dog removed to an individual area, rotation suspended, opening closed, or dog excluded from the facility.
5. Follow-up	The manager reports back to the complainant, and to the City if the City forwarded the complaint, describing the action taken.
6. Logging	Every complaint, investigation, corrective action and follow-up is recorded in a written log maintained at the facility and available to the City on request.
7. Escalation	Repeat complaints from the same source trigger a review of operations by the operator's corporate management and a written response to the City.

Responsible party: Facility Tenant – “Dog Unleashed”. A 24-hour contact number will be posted at the tenant entrance and provided to the City and to adjacent tenants.

9. Training and Monitoring

- All staff are trained on this plan at hire and annually thereafter.
- The door and gate rule, group sizing limits and outdoor hours are posted at each play area and at each opening.
- The facility manager conducts a documented monthly walk-through covering acoustic panel and baffle condition, the condition of the sprayed deck insulation, door and gate closers and latches, and adherence to group sizing and rotation limits.
- This plan is updated whenever operations, layout or acoustic treatment change.

POINT OF COMMENCEMENT
NORTHWEST CORNER OF
SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
N: 884612.3300 - E: 880484.6585
NAD83 (2007 ADJUSTMENT)

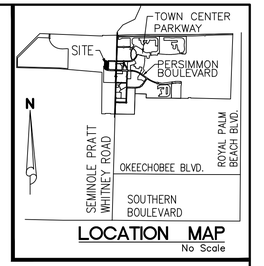
NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY CORNER-TALLAHASSEE MERIDIAN"
BRASS DISK "10' EAST" SET IN CONCRETE FOUND 10' EAST ON SECTION LINE
N: 884626.7147 - E: 886137.1629
NAD83 (2007 ADJUSTMENT)
CERTIFIED CORNER RECORD #107597

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

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

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

SCALE 1" = 100'



LOCATION MAP
No Scale

N 89°51'07" E 372.13'
N 89°51'16" E 5280.40'
NORTH BOUNDARY OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
S 00°59'07" W 349.11'
N 00°19'31" W 3574.02'
M-CANAL
M-CANAL 250' CITY OF WEST PALM BEACH RIGHT-OF-WAY (D.B. 1156, PG. 58)
250'
S87°46'28"E 370.84'
SOUTHERLY BOUNDARY OF M-CANAL
N88°36'57"E 1406.04'
N 53°35'53" E 6073.06'
EAST LINE OF SECTION 1, TOWNSHIP 43 S. RANGE 40 E
RANGE 40 41 RANGE
WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 1544, PG. 378) (R.P.B. 4, PG. 34)
WEST LINE OF SECTION 1, TOWNSHIP 43 S, RANGE 40 E
UNPLATTED
TRACT "C" (MINTO)
20.0' D.E.
20.0' D.E.
UNPLATTED (VACANT)
10.0' U.E.
TRACT "B" (MINTO)
10.0' U.E.
NORTHERLY LINE OF RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)
TOWN CENTER PARKWAY SOUTH - WEST (RIGHT-OF-WAY / WIDTH VARIES)
TRACT "A" (S.I.D.) (P.B. 132, PG. 57)
105.00'
116.00'
S88°17'08"E 39.54'
S75°52'41"E 51.16'
S88°17'08"E 304.46'
N46°42'52"E 40.00'
N01°42'52"E 11.00'
FCM LB7768 (TYP.)
FCM LB7768 (TYP.)
SITE BENCHMARK
SET 1/2" IRON ROD AND CAP "TRAV LB 7768"
ELEV=+ 19.34 NAVD88
S01°42'52"W 3416.52'
NORTHERLY MOST CORNER OF ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 10289, PG. 488)
100.00'
142.00'
10.00'
ZONE "X"
N01°42'55"E 262.90'
S02°00'00"W 797.73'
N14°10'08"E 51.16'
R=2036.00'
L=38.70'
D=1°05'21" (RADIAL)
N86°52'24"W
N39°56'41"W 16.66'
R=1963.99'
L=193.87'
D=5°39'21"
N00°17'08"W 53.59'
WEST LINE OF ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 10289, PG. 488)
W.M.T. #1 (S.I.D.)
800.00'
S02°00'00"W
WESTLAKE POD G SOUTH- WEST (P.B. 132, PG. 55)
TRACT "A"
30026 Q19.85 Riverage
ZONE "AE" (EL 18.5)
EARTHWORK TO BRING PAD TO GRADE IS NEAR COMPLETION OR JUST COMPLETED. THE PAD GRADES SHOWN HEREON ARE DATED OCTOBER 07, 2021.
EASTERLY LINE OF WESTLAKE POD G SOUTH-WEST (P.B. 132, PG. 55)
SHOPPING CENTER (UNDER CONSTRUCTION)
80' RURAL PARKWAY EASEMENT (O.R.B. 27898, PG. 1321)
S02°59'15"W 540.13'
100' R/W PER (O.R.B. 1544, PG. 378 AND R.P.B. 4, PG. 34)
WEST ADDITIONAL RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 10289, PG. 488)
112.00'
142.00'
GROVE MARKET PLAT (P.B. 82, PG. 67)
M-2 CANAL
DECLARATION OF EASEMENT INDIAN TRAIL WATER CONTROL DISTRICT M-2 CANAL (OUTFALL), (O.R. 1687, PG. 1749), AND PER PARTIAL ASSIGNMENT TO PALM BEACH COUNTY (O.R. 22620, PG. 1890)
NORTH BOUNDARY LINE OF PERSIMMON BOULEVARD WEST-REPLAT (P.B. 129,PG(s). 129-130)
N83°27'17"E 36.13' CL
20'D.E.
R=394.00'
L=97.45'
D=14°10'18"
TRACT "B" (S.I.D.) (P.B. 132, PG.55)
N05°30'00"W 50.69'
S04°00'00"W 88.23'
SITE BENCHMARK
SET 1/2" IRON ROD AND CAP "TRAV LB 7768"
ELEV= +19.02 NAVD88
S04°00'00"W 90.00'
R=1000.00'
L=34.91'
D=2°00'00"
S02°00'00"W 50.84'
R=50.00'
L=37.08'
D=42°29'36"
S01°42'52"W 82.63'
ZONE "X"
R=1101.50'
L=22.29'
D=1°09'33"
R=125.50'
L=40.93'
D=18°41'17"
10.0' U.E.
NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD WEST (P.B. 129, PG(s). 129-130)
RIGHT-OF-WAY OF PERSIMMON BOULEVARD WEST PER (P.B. 129, PG(s). 129-130)
D=65°43'33" R=405.00'
74.34'
N78°05'58"W 51.20'
NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD WEST (P.B. 129, PG(s). 129-130)
RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)
NORTHERLY LINE OF RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)
WESTERLY LINE OF 80' RURAL PARKWAY EASEMENT (O.R.B. 27898, PG. 1321)
S01°42'52"W 280.00'
SEMINOLE-PRATT WHITNEY ROAD (WIDTH VARIES) S 01°42'52" W (CENTERLINE)
S00°26'29"W 74.68'
PERSIMMON BOULEVARD (O.R. 10202, PG. 430)
N89°33'31"W 71.68'
N88°17'15"W 40.00'
RIGHT-OF-WAY PARCEL 103 (O.R.B. 28479, PG. 822)
S89°29'36"W 179.16'
S44°29'36"W 16.30'
N88°17'15"W 27.23'
S44°29'36"W 29.47'
S46°42'45"W 14.54'
S89°29'36"W 48.11'
ASPHALT ROAD
PERSIMMON BOULEVARD WEST (RIGHT-OF-WAY / WIDTH VARIES)
PERSIMMON BOULEVARD WEST - REPLAT (P.B. 129, PG(s). 129-130)
N88°17'15"W 440.37'
N88°17'15"W 15.06'
N88°17'15"W 89.40' (TOTAL)
CURB (TYP.)
TOP OF BANK (TYPICAL)
SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
NORTH BOUNDARY OF SECTION 12, TOWNSHIP 43 S., RANGE 40 E.
NORTHEAST CORNER OF SECTION 11, TOWNSHIP 43 S, RANGE 40 E
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY CORNER-TALLAHASSEE MERIDIAN"
N: 879901.1924, E: 880403.6464
CERTIFIED CORNER RECORD #107586
LIMIT OF PERSIMMON BOULEVARD WEST CONSTRUCTION
TRACT M-2 (P.B. 129, PG(s). 129-130)
WESTLAKE POD H (P.B. 129, PG(s). 135 - 137)
ZONE "AE" (EL 18.5)
WESTERLY BOUNDARY OF R/W, PARCEL 101 (O.R.B. 28479, PG. 822)
80' RURAL PARKWAY EASEMENT (O.R.B. 27898, PG. 1321)
RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)

LEGEND

P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
R.P.B.	ROAD PLAT BOOK
D.B.	DEED BOOK
O.R./O.R.B.	OFFICIAL RECORDS BBOOK
PG./PG(s)	PAGE(s)
NAD	NORTH AMERICAN DATUM
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
P.B.Co.	PALM BEACH COUNTY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
TYP.	TYPICAL
WMT	WATER MANAGEMENT TRACT
EL	ELEVATION
℄	CENTERLINE
1-43-40	SECTION-TOWNSHIP-RANGE
R	RADIUS
L	ARC LENGTH
D	DELTA ANGLE
R/W	RIGHT-OF-WAY
S.I.D.	SEMINOLE IMPROVEMENT DISTRICT
S.W.C.D.	SEMINOLE WATER CONTROL DISTRICT
LB	LICENSED BUSINESS
FCM	FOUND CONCRETE MONUMENT
PRM	PERMANENT REFERENCE MONUMENT
◉	PERMANENT CONTROL POINT
□	FOUND 4"x4" CONCRETE PERMANENT REFERENCE MONUMENT "LB 7768" UNLESS OTHERWISE NOTED

Location of reading
248 Spot Elevation

OTHER SURVEYOR'S NOTES:

1) THERE IS OBSERVED EVIDENCE OF CURRENT EARTH MOVING AT THE TIME OF SURVEY.

2) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES AT THE TIME OF SURVEY.

3) THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

4) THERE IS NO OBSERVED EVIDENCE OF ENCROACHMENT UPON AN ADJOINING PROPERTY OR UPON ANY EASEMENT BURDENING THE PROPERTY.

5) PROPERTY ADDRESS: (NOT CREATED AT THIS TIME)

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

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

NOTE: ELEVATIONS SHOWN HEREON ARE IN FEET AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

MEAN SEA LEVEL = 0.00' (NAVD88)

NOTE: CONVERSION FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) = +1.47 FEET.

DESCRIPTION:

TRACT "A", POD G SOUTH-WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING: 401,879 SQUARE FEET OR 9.226 ACRES, MORE OR LESS.

CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 13, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON *OCTOBER 07, 2021.*
DATE OF PLAT OR MAP:FEBRUARY 07, 2022.

Gary Rager
Digitally signed by Gary R. Rager, a Licensed Surveyor, Inc. as Professional Surveyor and Mapper. (or Gary R. Rager, a Licensed Surveyor, Inc. as Professional Surveyor and Mapper, on Date)
State Version 6.21 Build 64 2020.

GARY R. RAGER, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER # LS4828

CERTIFIED TO:
MINTO PBLH, LLC.
JAMLYN SUPPLY INC., A FLORIDA CORPORATION
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SHUTTS & BOWN LLP

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, NUMBER 22013694, WITH AN EFFECTIVE DATE OF: JANUARY 12, 2022 AT 8:00AM

OWNER: MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY VIRTUE OF SPECIAL WARRANTY DEED, FILED OF RECORD JUNE 23, 2014, IN OFFICIAL RECORDS BOOK 26871, PAGE 505 AND QUIT CLAIM DEED, FILED OF RECORD JUNE 23, 2014, IN OFFICIAL RECORDS BOOK 26871, PAGE 511, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EASEMENTS AND OTHER MATTERS AFFECTING TITLE FROM SCHEDULE B-2:

1. DEFECTS,LIENS,ENCUMBRANCES,ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OF ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE PROPOSED INSURED ACQUIRED FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **(NOT A MATTER OF SURVEY)**
2. ANY ENCROACHMENT,ENCUMBRANCE,VIOLATION,VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. THE TERM 'ENCROACHMENT" INCLUDES: ENCROACHMENTS OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND. **(10.0 FOOT UTILITY EASEMENT AND 20.0 FOOT DRAINAGE EASEMENT AS RECORDED IN POD G SOUTH-WEST PLAT BOOK 132, PAGE 55, PLOTTED)**
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. **(NOT A MATTER OF SURVEY)**
4. CONSTRUCTION, MECHANIC'S, CONTRACTOR'S OR MATERIALMEN'S LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD.**(NOT A MATTER OF SURVEY)**
5. EASEMENT OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. **(ALL KNOWN EASEMENTS PLOTTED)**
6. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2022, AND SUBSEQUENT YEARS WHICH ARE NOT YET DUE AND PAYABLE.**(NOT A MATTER OF SURVEY)**
7. ALL MATTERS CONTAINED ON THE PLAT OF POD G SOUTH-WEST RECORDED IN PLAT BOOK 132, PAGE 55. **(AFFECTS PROPERTY, SHOWN)**
8. OIL,GAS, AND MINERAL RESERVATIONS IN FAVOR OF SOUTHERN STATES LAND AND TIMBER CORPORATION, AS CONTAINED IN DEED RECORDED IN DEED BOOK 941, PAGE 526, AS MODIFIED BY THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 312, PAGE 342. THE RIGHT OF SURFACE ENTRY HAVING BEEN TERMINATED BY OPERATION OF THE FLORIDA MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES. **(AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE)**
9. NOTICE OF RIGHTS OF FIRST REFUSAL BETWEEN CALLERY-JUDGE GROVE,L.P. AND MOBIL OIL CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 10923, PAGE 669. **(EXHIBIT "A" AFFECTS THE PROPERTY, NOT PLOTTABLE)**
10. TERMS AND CONDITIONS OF THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 31054, PAGE 1844. **(EXHIBIT "A" AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE)**
11. MEMORANDUM OF POST-CLOSING OBLIGATIONS BETWEEN MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND JAMLYN SUPPLY, INC., A FLORIDA CORPORATION. DATED _____ AND RECORDED _____ IN OFFICIAL RECORDS BOOK ____ , PAGE____ . **(NOT A MATTER OF SURVEY)**
12. RESTRICTIVE COVENANTS LISTED ON EXHIBIT B TO SPECIAL WARRANTY DEEDS BY MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND JAMLYN SUPPLY, INC., A FLORIDA CORPORATION. DATED _____ AND RECORDED_____ IN OFFICIAL RECORDS BOOK ____ , PAGE ____. **(NOT A MATTER OF SURVEY)**

AS A MATTER OF INFORMATION, THE FOLLOWING MATTER APPEARS OF RECORD: RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 27737, PAGE 15.

SURVEYOR'S NOTES:

1) EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED JANUARY 12, 2022 @ 8:00AM

2) THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS ALONG AND NEAR THE BOUNDARY LINES, AND THAT NOTHING BELOW THE GROUND WAS LOCATED INCLUDING, BUT NOT LIMITED TO FOUNDATIONS (FOOTINGS), UTILITIES, ETC. (INTERIOR OCCUPATION NOT LOCATED)

3) BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. THE GRID BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA DATUM OF 1983 (NAD 83 - '07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - '90).

4) THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X" AND "AE"(EL 18.5), ACCORDING TO FLOOD INSURANCE RATE MAP, MAP NO. 12099C0345F, DATED OCTOBER 5, 2017, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

5) THIS SURVEY IS BASED ON PREVIOUS FIELD SURVEYS, DOCUMENTS OF RECORD, FOUND MONUMENTS, EXHIBITS, AND HISTORICALLY USED CORNERS, AS WELL AS THE LEGAL DESCRIPTION SHOWN HEREON. IMPROVEMENTS LIKE UTILITIES UNDER CONSTRUCTION ARE NOT LOCATED FOR THE PURPOSE OF SHOWING THE BOUNDARY OF A PROPOSED PLAT.
THE FOLLOWING ARE REFERENCE SURVEYS USED IN DETERMINING THE BOUNDARY LOCATION FOR CALLERY JUDGE GROVES:
a) THE 'M' CANAL ROAD RIGHT OF WAY MAP, RECORDED IN ROAD PLAT BOOK 6, PAGE 136.
b) BOUNDARY SURVEY OF RESIDENTIAL AT CALLERY JUDGE GROVES, PREPARED BY LIDBERG LAND SURVEYING, INC. (JOB NO.: 04-106-101C), DATED OCTOBER 5, 2007.
c) SKETCH OF SURVEY, PREPARED BY S.P. MUSICK, DATED MARCH 5, 1965.

6) ALL BEARINGS AND DISTANCES (UNITED STATES SURVEY FEET) AS SHOWN HEREON ARE AS DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED. MEASUREMENTS MADE ARE TO THE ACCURACY STANDARD OF SUBURBAN OR 1 FOOT IN 7500 FEET.

7) SID AND SWCD EASEMENTS WITHIN BOUNDARY HAVE BEEN RELEASED PER O.R. 28084,PG. 0985.

WESTLAKE POD G SOUTH - WEST
ALTA / NSPS SURVEY

Prepared For: MINTO COMMUNITIES, LLC

Last Date of Field Survey: 02-10-2022

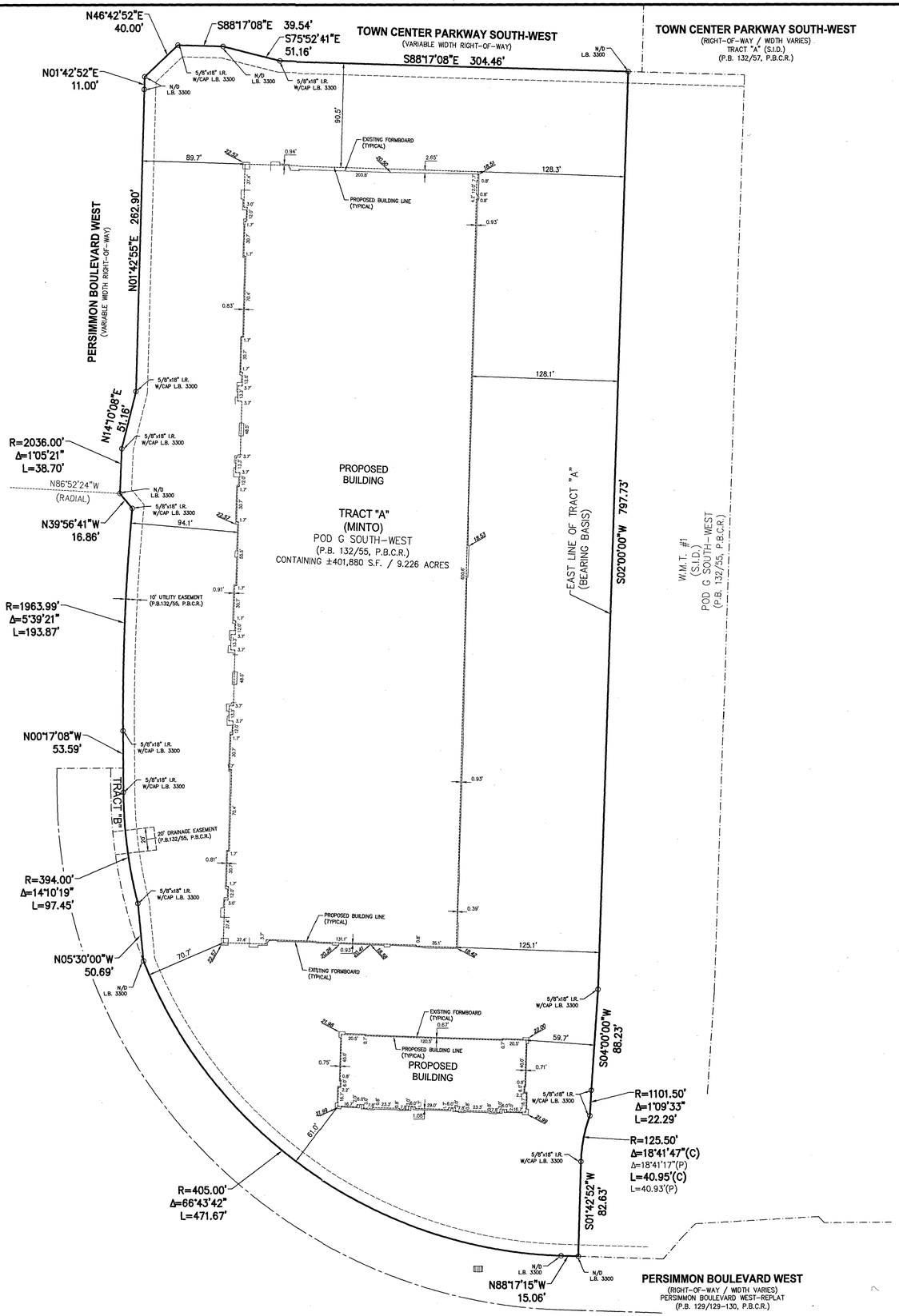
REVISIONS

No.	Date	Description	Dwn.
1	02-07-22	REVISE BS TO ALTA, ADD TITLE COMMIT.	SAB

Sheet No. 1 of 1 Sheets

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

Drawn: BSM | Date: 08/31/20 | Data File: POD_G_WEST
Check: GAR | P.C.: EG | Field Book:
Section: 01 Twn. 43E Rng. 40S | POD_G_WEST_ALTA



NORTH

0 50 100

GRAPHIC SCALE IN FEET
1"=50'

NOTE

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)

LEGEND

- 18.66' EXISTING ELEVATION
- CATCH BASIN

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. he land description shown hereon is in accord with lands described in Special Warranty Deed recorded in Official Records Book 34024, Page 225 of the Public Records of Palm Beach County, Florida.
4. No underground improvements were located.
5. Bearings, distances and/or angles shown hereon are in accord with the plat and/or deed of record and agree with the survey measurements, unless otherwise noted. Bearings are based on the east line of "Tract "A" having a bearing of S02°00'00"W.
6. The property described hereon lies within Flood Zones X & AE (EL. 18.5), as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Number 12099C0345F, Community Number 120192, dated 10/05/2017.
7. Elevations shown hereon are in feet and based on the North American Vertical Datum of 1988 (NAVD 1988).
8. Benchmark Description: Palm Beach County Benchmark "AMANDA", Elevation = 25.536 feet (NAVD 1988).
9. Symbols shown hereon and in the legend may have been enlarged for clarity.
10. This map is intended to be displayed at a scale of 1"=50'.
11. Abbreviation Legend: B.M. = Benchmark; C = Calculated; ℄ = Centerline; Δ = Central Angle; EL. = Elevation F.B. = Field Book; ID. = Identification; I.R. = Iron Rod; L = Arc Length; L.B. = Licensed Business; MS. = Measured; NAVD = North American Vertical Datum; N/D = Nail & Disk; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.B.C.R. = Palm Beach County Records; P.L.S. = Professional Land Surveyor; R = Radius; S.F. = Square Feet; W/CAP = With Surveyors Cap.

LAND DESCRIPTION:

TRACT "A", POD G SOUTH-WEST, according to the Plat thereof as recorded in Plat Book 132, Page 55 of the Public Records of Palm Beach County, Florida.

Said lands situate in the Palm Beach County, Florida and containing 401,880 square feet (9.226 acres) more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Boundary Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 10/12/2023

John T. Doogan, PLS
Digitally signed by John T. Doogan, PLS
Date: 2023.10.17 09:11:30 -04'00'

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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REVISIONS	DATE	F.B. / PG.	BY	CK'D

BOUNDARY SURVEY
TRACT "A"
POD G SOUTH-WEST
(P.B. 132, PG. 55-56, P.B.C.R.)
PALM BEACH COUNTY, FLORIDA

SCALE:	1" = 50'	BY:	S.K.	F.B./PG.	2193/37
DATE:	10/12/2023	CHECKED:	J.T.D.	SHEET:	1 OF 1
JOB #:	12847				

File Attachments for Item:

A. FIRST READING - Ordinance No. 2026-12 - Continuation of Palm Beach County Fire/Rescue MSTU Participation

Submitted By: City Manager

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE CITY'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF WESTLAKE MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.

Meeting Agenda Item Coversheet

MEETING DATE:	November 10, 2026	Submitted By: Howard W. Brown, Jr., ICMA-CM City Manager
SUBJECT:	First Reading of Ordinance No. 2026-12 Continuation of Palm Beach County Fire/Rescue MSTU Participation	
STAFF RECOMMENDATION: **(**MOTION READY)	Motion to approve Ordinance No. 2026-___ on first reading and schedule second and final reading for December 1, 2026, subject to confirmation by the City Clerk and completion of required notice. Direct staff and the City Attorney to resolve the outstanding issues described below before final adoption.	
SUMMARY *and/or* JUSTIFICATION:	The City Council is asked to consider on first reading the County-prepared ordinance extending Westlake's consent to inclusion within the Palm Beach County Fire/Rescue Municipal Service Taxing Unit (MSTU). Ordinance No. 2016-04 provides consent through December 31, 2026, with continued inclusion through 7:30 a.m. on October 1, 2027, to provide services funded by the final tax year. The proposed ordinance extends consent through December 31, 2036, beginning with tax year 2027, and provides for related services from October 1, 2027, through 7:30 a.m. on October 1, 2037. Services include fire protection, fire-rescue, advanced life support, fire code enforcement, and related services. Early repeal requires March 1 notice for termination effective December 31, with service continuation through the following October 1 at 7:30 a.m.	

	AGREEMENT:		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):		**OTHER:**	X
ATTACHMENTS:	1. Proposed MSTU continuation ordinance dated September 10, 2026. 2. Existing Ordinance No. 2016-04.			
	RESOLUTION:		**ORDINANCE:**	X
ORDINANCE TITLE:	**ORDINANCE NO. 2026-12** **AN ORDINANCE OF THE CITY COMISSION OF THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE CITY'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF WESTLAKE MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.**			

FISCAL IMPACT *(if any):*	Continues MSTU ad valorem funding. No fixed City payment is established by this ordinance. The draft acknowledges a combined municipal/MSTU ten-mill limitation. Future tax impact depends on taxable values and adopted millage. Separate fees and potential transition costs remain under review.	TBD

ORDINANCE NO. 2016-04

AN ORDINANCE OF THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE CITY'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF WESTLAKE'S MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Taxing Units ("MSTU"s), whereby a county may levy a tax within the MSTU for certain essential municipal services, including the provision of fire-rescue services; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, a municipality may be included within an MSTU, subject to approval by ordinance of the governing body of the municipality giving consent either annually or for a term of years; and

WHEREAS, Palm Beach County ("County") established an MSTU known as the Fire/Rescue MSTU to provide fire protection, fire-rescue, advanced life support (or similar emergency services), code enforcement and other services necessary and incidental to the purpose for which the MSTU was created; and

WHEREAS, the City of Westlake ("City") was incorporated on June 20, 2016; and

WHEREAS, prior to the City's incorporation, all territory within the municipal boundaries of the City was, included within the Fire/Rescue MSTU as part of the unincorporated area of the County; and

WHEREAS, the City Charter authorizes the Fire/Rescue MSTU to continue within the boundaries of the City until the City adopts an ordinance to the contrary; and

WHEREAS, the City desires to adopt this Ordinance to formalize its consent, in accordance with Section 125.01(1)(q), Florida Statutes, to be included in the Fire/Rescue MSTU

for County fire-rescue and related services within the territorial limits of the City including, but not limited to, the County's enforcement of the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto, and any other laws and regulations that relate to fire-rescue services and are enforceable by the County within the MSTU (collectively "Fire Code"); and

WHEREAS, the City Council of the City of Westlake believes that such inclusion in the County's Fire/Rescue MSTU is in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1: Intent, Purpose and Consent: It is the intent, purpose and effect of this Ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The City Council of the City of Westlake hereby ratifies and consents to the inclusion of all territory within the incorporated municipal boundaries of the City, as may be amended from time to time, within the County's Fire/Rescue Municipal Service Taxing Unit (the "Fire/Rescue MSTU"), which was established pursuant to enabling legislation adopted by the Board of County Commissioners of Palm Beach County. The purpose of the enactment of this Ordinance is for the City to be included in the County's Fire/Rescue MSTU in order to enable the County to fund and provide fire-rescue services, new construction plan review, fire inspections and related services within the territorial limits of the City including, but not limited to, the County's enforcement of the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto, and any other laws and regulations that relate to fire-rescue services and are enforceable by the County within the MSTU (collectively "Fire Code").

Section 2: Effectiveness and Duration of Consent: The City's consent to be included in the County's Fire/Rescue MSTU shall be implemented effective December 31, 2016, for Tax Year 2017, and shall continue for a term of ten (10) years through December 31, 2026; provided, however, that the City's consent and inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through 7:30 a.m. on October 1, 2027, to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year including, but not limited to, the County's enforcement of the Fire Code. Notwithstanding anything herein that may be construed to the contrary, the City's consent and inclusion in the

Fire/Rescue MSTU shall be deemed to be ratified and effective retroactively from June 20, 2016, to the extent necessary for the County to fund and provide within the City fire-rescue and related services including, but not limited to, the County's enforcement of the Fire Code, between June 20, 2016, and the commencement of services funded by Tax Year 2017.

Section 3: Effectiveness of Repeal: Should the City intend to repeal its consent to be included in the Fire/Rescue MSTU prior to its expiration on December 31, 2026, the City shall provide written notice to the County, by March 1st of any given year, of the City's intent to repeal this Ordinance and the consent provided herein effective December 31st of the same year. The City shall adopt an ordinance to repeal this Ordinance and the consent provided herein, and shall provide a certified copy of the repealing ordinance to the County and to the Property Appraiser, by said December 31st. The City's inclusion in the County's Fire/Rescue MSTU shall terminate on said December 31st; provided, however, that the City's inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through the following October 1st at 7:30 a.m. to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year, including, but not limited to, the County's enforcement of the Fire Code.

Section 4: Ad Valorem Millage Rate Limitation: The City acknowledges that by opting into the MSTU, it cannot levy an annual ad valorem millage rate that would exceed the ten (10) mill cap for municipal purposes when combined with the Fire/Rescue MSTU's annual ad valorem millage rate.

Section 5: Repeal of Conflicting Ordinances: All other ordinances and parts of ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of the conflict.

Section 6: Severability: If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 7: Codification: The provisions of this Ordinance shall become and be made a part of the code or ordinances of the City of Westlake, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

Section 8: Captions: The captions, section headings, and section designations used in this Ordinance are intended only for the convenience of users and shall have no effect on the

interpretation of the provisions of this Ordinance.

Section 9: Effective Date: This Ordinance shall take effect upon adoption. Notwithstanding anything here to the contrary, the City's inclusion in the MSTU is contingent upon the County adopting and maintaining an ordinance including the City within the Fire/Rescue MSTU.

FIRST READING this 24th day of October, 2016.

APPROVED AND ADOPTED ON SECOND READING by the City Council of the City of Westlake, Florida, on this 14th day of November, 2016.

CITY OF WESTLAKE

By: _____
Roger Manning, MAYOR

ATTEST:

_____
Sandra Demarco, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Pam E. Booker, City Attorney

C:\Users\sburrows\Documents\Westlake MSTU 8 30 16..docx

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 16th day of November, 2016, I attest that the preceding or attached document is a true, exact, complete and unaltered photocopy made by me of the City of Westlake's adopted Ordinance No. 2016-04, presented to me by the document's custodian, Sandra DeMarco, and to the best of my knowledge, that the photocopied document is neither a vital record nor a public record, certified copies of which are available from an official source other than a notary public.

Official Notary Signature and Notary Seal

LYNN LOBRUTTO
Notary Public - State of Florida
Commission # FF 969599
My Comm Expires Jun 30, 2020

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR THE CITY'S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF WESTLAKE MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY'S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CAPTIONS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Taxing Units ("MSTU"s), whereby a county may levy a tax within the MSTU for certain essential municipal services, including the provision of fire-rescue services; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, a municipality may be included within an MSTU, subject to approval by ordinance of the governing body of the municipality giving consent either annually or for a term of years; and

WHEREAS, Palm Beach County ("County") established an MSTU known as the Fire/Rescue MSTU to provide fire protection, fire rescue, advanced life support (or similar emergency services), fire code enforcement and other services necessary and incidental to the purpose for which the Fire/Rescue MSTU was created; and

WHEREAS, the City Charter authorizes the Fire/Rescue MSTU to continue within the boundaries of the City until the City adopts an ordinance to the contrary; and

WHEREAS, the City of Westlake ("City") adopted Ordinance 2016-04 to formalize its consent, in accordance with Section 125.01(1)(q), Florida Statutes, to be included in the Fire/Rescue MSTU for a ten (10) year term through December 31, 2026, as a mechanism to receive and fund County fire-rescue services through 7:30 a.m. on October 1, 2027; and

WHEREAS, the County by Ordinance No. 2016-050 amended the boundaries of the Fire/Rescue MSTU to include the City for the duration of the term identified in City Ordinance

No. 2016-04, as such term may be extended by the City from time to time; and

WHEREAS, the City Commission hereby desires to extend, for an additional ten (10) year period from December 31, 2026, through December 31, 2036, its consent to the inclusion of all the territory lying within the municipal boundaries of the City into the County's Fire/Rescue MSTU for County fire-rescue and related services within the City from October 1, 2027, until 7:30 a.m. on October 1, 2037, and believes that such inclusion is in the best interest of the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESTLAKE, FLORIDA, THAT:

Section 1: Intent, Purpose and Consent: It is the intent, purpose and effect of this Ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The City Commission hereby extends and consents to the inclusion of all territory within the incorporated municipal boundaries of the City, as may be amended from time to time, within the County's Fire/Rescue Municipal Service Taxing Unit (the "Fire/Rescue MSTU"), which was established pursuant to enabling legislation adopted by the Board of County Commissioners of Palm Beach County. The purpose of the enactment of this Ordinance is to extend the City's consent to be included in the County's Fire/Rescue MSTU in order to enable the County to fund and provide fire-rescue and related services within the territorial limits of the City including, but not limited to, the County's enforcement of the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto (collectively "Fire Code") and any other laws and regulations applicable within the Fire/Rescue MSTU.

Section 2: Effectiveness and Duration of Consent: The City's consent to be included in the Fire/Rescue MSTU is hereby extended effective from December 31, 2026, to be implemented for tax year 2027 in order to fund and provide County fire-rescue and related services within the City as of October 1, 2027, and to provide for the City's continuing inclusion in the Fire/Rescue MSTU without interruption. The City's consent to be included in the County's Fire/Rescue MSTU shall continue from December 31, 2026, for a term of ten (10) years through December 31, 2036; provided, however, that the City's consent and inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through 7:30 a.m. on October 1, 2037, to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year including, but not limited to, the County's enforcement of the Fire

Code and any other laws and regulations applicable within the Fire/Rescue MSTU.

Section 3: Effectiveness of Repeal: Should the City intend to repeal its consent to be included in the Fire/Rescue MSTU prior to its expiration on December 31, 2036, the City shall provide written notice to the County, by March 1st of any given year, of the City's intent to repeal this Ordinance and the consent provided herein effective December 31st of the same year. The County will then adopt an ordinance to remove the Town from the Fire/Rescue MSTU as of said December 31st. The City shall adopt an ordinance to repeal this Ordinance and the consent provided herein, and shall provide a certified copy of the repealing ordinance to the County and to the Property Appraiser, by said December 31st. The City's inclusion in the County's Fire/Rescue MSTU shall terminate on said December 31st; provided, however, that the City's inclusion in the County's Fire/Rescue MSTU shall be deemed to continue through the following October 1st at 7:30 a.m. to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year, including, but not limited to, the County's enforcement of the Fire Code and any other laws and regulations applicable within the Fire/Rescue MSTU.

Section 4: Ad Valorem Millage Rate Limitation: The City acknowledges that by opting into the Fire/Rescue MSTU, it cannot levy an annual ad valorem millage rate that would exceed the ten (10) mill cap for municipal purposes when combined with the annual ad valorem millage rate of all municipal service taxing units.

Section 5: Repeal of Conflicting Ordinances: All other City ordinances and parts of ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of the conflict. Notwithstanding the above, Ordinance No. 2016-04 shall not be deemed repealed by this Ordinance and shall expire as provided for therein; provided, however, that Ordinance No. 2016-04 and the term of consent identified therein shall be deemed to be extended to the extent necessary to enable the County to provide within the City fire-rescue and related services funded by the final tax year thereunder.

Section 6: Severability: If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 7: Codification: The provisions of this Ordinance shall become and be made a part of the code of ordinances of the City. The sections of this Ordinance may be renumbered

or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

Section 8: Captions: The captions, section headings, and section designations used in this Ordinance are intended only for the convenience of users and shall have no effect on the interpretation of the provisions of this Ordinance.

Section 9: Effective Date: This Ordinance shall be effective December 31, 2026. Notwithstanding anything here to the contrary, the City's continuing participation in the Fire/Rescue MSTU is contingent upon the County maintaining an ordinance including the City within the Fire/Rescue MSTU.

FIRST READING this ___ day of_____, 20__.

APPROVED AND ADOPTED ON SECOND READING by the City Commission of the City of Westlake, Florida, on this ___ day of _____, 20__.

CITY OF WESTLAKE

By: _____
JohnPaul O'Connor, Mayor

(SEAL)

ATTESTED:

_____
Zoie Burgess, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
,City Attorney

File Attachments for Item:

B. FIRST READING Ordinance No. 2026-11 - Synthetic Turf Regulations

Submitted By: Planning and Zoning

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "SYNTHETIC TURF"; AMENDING CHAPTER 107, "LANDSCAPING," SECTION 107-30, "APPLICABILITY," TO ESTABLISH REGULATIONS FOR SYNTHETIC TURF CONSISTENT WITH SECTION 125.572, FLORIDA STATUTES, AND RULE 62-308.100, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Meeting Agenda Item Coversheet

MEETING DATE:	11/10/2026	**Submitted By:** Planning and Zoning
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**FIRST READING** Ordinance No. 2026-11 - Synthetic Turf Regulations	
STAFF RECOMMENDATION: **(**MOTION READY)	Motion to approve Ordinance No. 2026-11 on first reading.	
SUMMARY *and/or* JUSTIFICATION:	The proposed ordinance amends Chapter 101, "General and Administrative Provisions," to establish a definition of synthetic turf and Chapter 107, "Landscaping," to establish standards for its installation and maintenance. The proposed regulations address material standards, permeability, drainage, protection of trees and vegetation, permitting, and maintenance. The ordinance includes provisions for single-family residential properties of one acre or less and separate provisions for larger single-family, multifamily, and nonresidential properties. Section 125.572, Florida Statutes, and Rule 62-308.100, Florida Administrative Code, address synthetic turf on single-family residential properties of one acre or less. The proposed ordinance is intended to address those requirements while providing standards for the administration of synthetic turf within the City.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):	X	**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Exhibit A: Proposed Ordinance No. 2026-11			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE: 2026-11**	X

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***	**ORDINANCE NO. 2026-11** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "SYNTHETIC TURF"; AMENDING CHAPTER 107, "LANDSCAPING," SECTION 107-30, "APPLICABILITY," TO ESTABLISH REGULATIONS FOR SYNTHETIC TURF CONSISTENT WITH SECTION 125.572, FLORIDA STATUTES, AND RULE 62-308.100, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

FISCAL IMPACT *(if any):*		$

1st Reading _____
2nd Reading _____

ORDINANCE 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "SYNTHETIC TURF"; AMENDING CHAPTER 107, "LANDSCAPING," SECTION 107-30, "APPLICABILITY," TO ESTABLISH REGULATIONS FOR SYNTHETIC TURF CONSISTENT WITH SECTION 125.572, FLORIDA STATUTES, AND RULE 62-308.100, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Westlake ("City") regulates landscaping to promote the health, safety, and welfare of its residents and to protect the City's natural resources and community character; and

WHEREAS, Section 125.572, Florida Statutes, and Rule 62-308.100, Florida Administrative Code, establish minimum standards applicable to synthetic turf on single-family residential properties of one acre or less and preclude local regulation inconsistent with those standards; and

WHEREAS, the City Council desires to establish standards for synthetic turf that address installation, maintenance, drainage, and protection of existing vegetation, while remaining consistent with applicable state law; and

WHEREAS, the City Council finds that this Ordinance is in the best interests of the health, safety, and welfare of the City and its residents.

NOW THEREFORE, BET IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA THAT:

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

SECTION 2. Definition. Section 101-1, "Definitions and acronyms," of the City of Westlake Code of Ordinances is hereby amended to add the following definition in alphabetical order:

Synthetic turf means a manufactured product that resembles natural grass and is used as a surface for landscaping or recreational areas and shall have the same meaning as provided in Section 125.572, Florida Statutes, as amended from time to time.

SECTION 3. Section 107-30, "Applicability," is hereby amended to read as follows:

(10) *Non-living materials.* Synthetic plants, ~~artificial~~ synthetic turf, and artificial materials will not satisfy minimum landscaping requirements. Artificial materials used in hardscape areas, plazas, and high use activity areas are permitted provided the intent of these LDRs is satisfied. Pebble, egg rock, or decorative sand may be used up to a maximum of ten (10) percent of ground coverage.

a. Synthetic turf on single-family residential properties one acre or less in size.
   1. Synthetic turf shall be permitted and installed in accordance with Section 125.572, Florida Statutes, and Rule 62-308.100, Florida Administrative Code, as amended from time to time.
   2. Synthetic turf shall not be installed:
      (a) Within landscape buffer or other living landscape area required by this article;
      (b) Within permanent drainage features (e.g. ponds, swales).
      (c) Within a utility or drainage easement without any required authorization from the easement holder.
      (d) Within public right-of-way; or
      (e) As a fill in material.
   3. Minimum material standards: All synthetic turf shall comply with each of the following minimum standards:
      (a) The material type, color, and permeability standards set out in Rule 62-308.100, Florida Administrative Code, as amended from time to time.
      (b) Consist of green lifelike individual blades of grass that emulate natural turf in look and color, have a minimum pile height of one-and one-half inches, and have a minimum tufted weight of 80 ounces per square yard.
      (c) Have a minimum permeability of ten (10) inches per hour for all layers.
      (d) Be a planned element of the site, landscape and hardscape design.
      (e) The use of indoor or outdoor plastic or nylon carpeting as a replacement for synthetic turf or natural turf is prohibited.
   4. Installation, maintenance and repair.
      (a) All synthetic turf shall, at a minimum, be installed according to the standards set out in Rule 62-308.100, Florida Administrative Code, as amended from time to time.
      (b) All seams shall be secured, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.
      (c) Synthetic turf shall be visually level, with the grain pointing in a single direction.
      (d) An appropriate solid barrier device (e.g., concrete mow strip, bender board or other barrier with a minimum of 3" thickness) is required

to separate synthetic turf from soil and live vegetation and to prevent intrusion of living plant material.

(e) Synthetic turf on single-family residential properties of one acre or less shall comply with the tree and vegetation protection requirements of Rule 62-308.100, Florida Administrative Code, as amended. Synthetic turf shall not be installed within a tree drip line, including the drip line of a tree on an adjacent property, except as provided in the rule.

(f) All synthetic turf shall be maintained in a green fadeless condition and shall be maintained free of dirt, mud, stains, weeds, debris, tears, holes, and depressions. Maintenance shall include, but not be limited to cleaning, brushing, debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and invasive roots; and all edges of the synthetic turf shall not be loose and must be maintained with appropriate edging or stakes.

(g) There shall be no parking space on synthetic turf except where it is installed as part of a permitted driveway or between parking strips.

(h) Once installed, if the synthetic turf falls into disrepair with fading or holes or loose areas, the replacement and/or repairs shall be done with like for like materials and done so in a manner that results in a repair that blends in seamlessly with the existing synthetic turf.

5. Permit required – Material specifications and plans.

(a) An owner or applicant shall obtain a permit from the City prior to the installation of any synthetic turf.

(b) Unless the appropriate permit has been issued, no person shall install or cause the installation of synthetic turf in the City either on private or public property.

(c) The application submittal shall include:

i. A scaled site plan showing:

a. The area of synthetic turf;

b. The area of living plant material;

c. The location of all trees and palms; and

d. The root protection zones for existing trees and palms.

ii. A dimensioned cross section of proposed material and installation details, including subgrade, drainage, base or leveling layer, and infill;

iii. Documentation of the calculated permeability value of all layers;

iv. Edge material and detail of seams;

v. Documentation demonstrating that the proposed synthetic turf, including backing materials and infill, is disposable under normal conditions at a Florida-permitted landfill in accordance with Rule 62-308.100, Florida Administrative Code, as amended.

vi. Material descriptions and specifications, including manufacturer's installation instructions.

(d) All other landscape requirements in Chapter 107 shall be met.

b. Synthetic turf on single-family residential properties greater than one acre, multifamily residential, and non-residential properties:

1. Unless otherwise provided in this subsection, synthetic turf shall comply with the material, environmental, installation, maintenance, permitting, and repair standards established in subsection (a).
2. Synthetic turf shall not be installed within a required landscape buffer, required living landscape area, permanent drainage feature, public right-of-way, or as infill material.
3. Synthetic turf shall be considered an impervious surface and shall not be credited toward the minimum pervious area of the lot or parcel.
4. Synthetic turf used for a playground, athletic field, or other institutional recreational use shall be specifically designed and rated for the intended use.
5. Synthetic turf shall be maintained in a clean, secure, visually level, and serviceable condition, free of stains, weeds, debris, tears, holes, depressions, loose edges, objectionable odors, and materially faded or matted areas. Repairs shall use compatible materials and blend with the remaining installation.
6. Parking on synthetic turf is prohibited except where the turf is installed within a permitted driveway or between approved parking strips.

SECTION 4. Codification. It is the intention of the City Council that the provisions of this Ordinance shall be codified within the Code of Ordinances of the City of Westlake. Sections may be renumbered, re-lettered, and terminology may be adjusted to achieve proper codification.

SECTION 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions which are in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 6. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

SECTION 7. Effective Date. This ordinance shall be effective upon adoption on second reading.

PASSED this _____ day of _____, 2026, on first reading.

PASSED AND ADOPTED this ____ day of _____, 2026, on second reading.

City of Westlake

_____
JohnPaul O'Connor, Mayor

G. Langowski _____
G. Werner _____
E. Gleason _____
C. Leonard _____
J.P. O'Connor _____

ATTEST:

_____
Zoie P. Burgess, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

_____
CITY ATTORNEY

File Attachments for Item:

C. FIRST READING Ordinance 2026-13 – Data Centers and Small-Scale Comprehensive Plan Amendments

Submitted By: Planning and Zoning

ORDINANCE 2026-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-197, "SPECIAL APPLICATIONS," TO UPDATE THE CRITERIA FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS; AMENDING SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "DATA CENTER"; AMENDING TABLE 101-1-2, "PERMITTED USES," TO ALLOW A DATA CENTER AS A CONDITIONAL USE IN THE MIXED USE ZONING DISTRICT; AMENDING CHAPTER 119, "ZONING," BY CREATING SECTION 119-XX, "DATA CENTERS," TO ESTABLISH CONDITIONAL USE, SITING, INFRASTRUCTURE, NOISE, WATER, EMISSIONS, AND DESIGN STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Meeting Agenda Item Coversheet

MEETING DATE:	11/10/2026	**Submitted By:** Planning and Zoning
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**FIRST READING** Ordinance No. 2026-13 – Data Centers and Small-Scale Comprehensive Plan Amendments	
STAFF RECOMMENDATION: **(**MOTION READY)	Motion to approve Ordinance No. 2026-13 on first reading.	
SUMMARY *and/or* JUSTIFICATION:	The proposed ordinance amends Chapter 101, "General and Administrative Provisions," of the City's Code of Ordinances to update the criteria for processing small-scale comprehensive plan amendments and establish a definition for "data center." The proposed small-scale amendment provisions update the acreage threshold to 50 acres or fewer, remove the existing annual acreage limitation, and clarify the criteria for future land use map amendments and related text amendments. The ordinance also amends the permitted use table to allow data centers as a conditional use in the Mixed Use zoning district and establishes supplemental standards for their review and operation. The proposed standards address application requirements, separation from residential uses, noise, electrical demand, water and wastewater, emergency generators, emissions, architecture, screening, and compliance monitoring.	

SELECT, *if applicable*	**AGREEMENT:**		**BUDGET:**	
	STAFF REPORT:		**PROCLAMATION:**	
	EXHIBIT(S):	X	**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Exhibit A: Proposed Ordinance No. 2026-13			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE: 2026-13**	X

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***	**ORDINANCE NO. 2026-13** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-197, "SPECIAL APPLICATIONS," TO UPDATE THE CRITERIA FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS; AMENDING SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "DATA CENTER"; AMENDING TABLE 101-1-2, "PERMITTED USES," TO ALLOW A DATA CENTER AS A CONDITIONAL USE IN THE MIXED USE ZONING DISTRICT; AMENDING CHAPTER 119, "ZONING," BY CREATING SECTION 119-XX, "DATA CENTERS," TO ESTABLISH CONDITIONAL USE, SITING, INFRASTRUCTURE, NOISE, WATER, EMISSIONS, AND DESIGN STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

FISCAL IMPACT *(if any):*		$

1st Reading _____
2nd Reading _____

ORDINANCE 2026-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS," SECTION 101-197, "SPECIAL APPLICATIONS," TO UPDATE THE CRITERIA FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENTS; AMENDING SECTION 101-1, "DEFINITIONS AND ACRONYMS," TO ESTABLISH A DEFINITION FOR "DATA CENTER"; AMENDING TABLE 101-1-2, "PERMITTED USES," TO ALLOW A DATA CENTER AS A CONDITIONAL USE IN THE MIXED USE ZONING DISTRICT; AMENDING CHAPTER 119, "ZONING," BY CREATING SECTION 119-XX, "DATA CENTERS," TO ESTABLISH CONDITIONAL USE, SITING, INFRASTRUCTURE, NOISE, WATER, EMISSIONS, AND DESIGN STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3187, Florida Statutes, authorizes a small-scale comprehensive plan amendment involving a use of 50 acres or fewer, subject to the requirements established therein; and

WHEREAS, the City Council finds that data centers constitute a distinct land use and should not automatically be classified as an office, warehouse, telecommunications facility, or public utility because of their unique and potentially substantial demands for electricity, water, cooling, emergency generation, and supporting infrastructure; and

WHEREAS, the City Council finds that requiring conditional use approval and objective siting, noise, infrastructure, environmental, and design standards for data centers will promote compatibility with surrounding development and protect the public health, safety, and welfare; and

WHEREAS, the City Council finds that these amendments provide clear, uniform, and legally consistent standards for the administration of the City's land development regulations.

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

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

SECTION 2. Section 101-197, "Special applications," is hereby amended to read as follows:

(a) Small scale plan amendments. Comprehensive plan amendment applications that meet the following criteria will be processed as small-scale plan amendments. In order to be processed as a small-scale plan amendment:

(1) The proposed amendment ~~relates to a parcel that is~~ involves a use of ~~less than ten (10)~~ Fifty (50) acres or fewer in size;
(2) The proposed amendment ~~is only~~ proposes a change to the future land use map for a site-specific small scale development activity;
(3) The parcel that is the subject of the proposed amendment is not located within an area of critical state concern, unless the proposed amendment qualifies for the exception provided in Section 163.3187(1)(c), Florida Statutes;
(4) ~~The city must not have approved more than one hundred twenty (120) acres of small scale amendments in the calendar year in which the application is submitted~~ The proposed amendment does not involve a text change to the goals, objectives, or policies of the comprehensive plan, except as provided in subsection (5) below; and
(5) Text amendments associated with the small-scale plan amendment to the future land use map ("small scale map amendment") are directly related to and will be adopted simultaneously with the small scale map amendment.

SECTION 3. The City Council hereby amends Section 101-1 entitled "Definitions and acronyms" to read as follows:

Data Center means a building, facility, or group of buildings whose principal use is the housing and continuous operation of computer servers, data-storage systems, networking equipment, or related information-technology equipment for the remote storage, processing, management, or distribution of digital data. The use includes associated cooling systems, electrical equipment, emergency or standby generators, battery energy storage systems, security facilities, and other infrastructure primarily serving the data center. The term does not include computer equipment that is incidental and accessory to an otherwise permitted principal use.

SECTION 4. Table 101-1-2, "Permitted Uses," is hereby amended to add "Data Center" as a conditional use in the Mixed Use zoning district:

Use	District						
	R-1	R-2	CV	MU	TC	OSR	MD
Data Center				C			

SECTION 5. Chapter 119, "Zoning," is hereby amended by creating Section 119-XX, "Data centers," to read as follows:

Section 119-XX. Data centers.

(a) Conditional use approval required. A data center may be established only as a conditional use in the Mixed Use zoning district following approval by the City Council in accordance with the conditional use procedures and criteria of this Code and the supplemental standards of this section.

(b) Application requirements. In addition to all generally applicable conditional use and development review requirements, the application shall include:

1. A site plan identifying all data-center buildings, electrical substations and yards, transmission facilities, generators, fuel storage, cooling equipment, battery energy storage systems, security facilities, and other supporting infrastructure.
2. The maximum requested electrical demand, anticipated phasing, and a power-delivery plan identifying proposed transmission routing, overhead facilities, substations, and points of interconnection.
3. Projected annual and peak water demand; the proposed cooling technology; potable, reclaimed, or alternative water sources; anticipated wastewater discharge; purification or treatment needs; and documentation of available utility capacity.
4. A preconstruction acoustic study prepared by a qualified acoustical professional evaluating existing ambient sound and projected operational sound in both dBA and dBC, including cooling equipment, transformers, routine generator testing, and reasonably foreseeable simultaneous equipment operation.
5. The number, fuel type, rating, emissions-control technology, testing schedule, and anticipated annual operating hours of all emergency or standby generators, together with identification of required federal, state, and local environmental permits.
6. Building elevations, equipment-screening plans, landscape plans, lighting plans, and visual simulations demonstrating compatibility with surrounding development.

(c) Supplemental standards.

1. Integrated review. All substations, electrical yards, generators, cooling equipment, fuel storage, battery energy storage systems, security facilities, and similar infrastructure primarily serving the data center shall be reviewed as part of the principal conditional use application and shall not be approved separately as by-right accessory or utility uses.
2. Residential separation. Data-center buildings, electrical substations and yards, generators, cooling equipment, and other exterior mechanical equipment shall be located at least 500 feet from property containing an existing or approved residential use, measured from the nearest point of the equipment or building to the nearest boundary of the residential property. The City Council may require a greater separation, not to exceed 1,000 feet, when warranted by the scale, electrical demand, noise characteristics, equipment location, or surrounding development pattern of the proposed facility.
3. Noise. Continuous operational sound attributable to the data center shall not exceed 50 dBA at the sending property line. The City Council may impose an additional dBC or low-frequency noise limitation based upon the preconstruction acoustic study. A post-construction compliance study shall be submitted within 90 days after commencement of operation and following any material expansion or equipment modification. Required mitigation shall be installed and verified before continued operation of noncompliant equipment.
4. Electrical demand. Development shall not exceed the maximum electrical

demand approved by the City Council. A material increase in approved electrical demand or a material change in the approved power-delivery plan shall require an amendment to the conditional use approval.

5. Water and wastewater. The facility shall use cooling technology and water sources consistent with the approved water-demand analysis and shall demonstrate adequate potable water, reclaimed water, wastewater, and treatment capacity, as applicable. A material change in cooling technology or annual water demand shall require City review and may require an amendment to the conditional use approval.
6. Emergency generation and emissions. Emergency and standby generation shall incorporate the highest practicable emissions-control technology demonstrated in the application, including Tier IV equipment or equivalent controls where technologically feasible. Generator testing shall occur only during hours approved by the City Council, except during an emergency. All equipment shall comply with applicable air-quality permits and conditions, including requirements addressing nitrogen oxides and fine particulate matter.
7. Architecture and screening. Buildings shall incorporate architectural articulation, changes in plane or material, fenestration or equivalent façade treatment, and other features sufficient to avoid uninterrupted blank façades. Mechanical equipment, electrical yards, substations, generators, fuel storage, and loading or service areas shall be screened from public rights-of-way and residential property through a coordinated combination of architecture, walls, landscaping, and berms.
8. Height, intensity, and phasing. Building height, floor area ratio, lot coverage, and development phasing shall be established through the conditional use and site-plan approvals based upon compatibility, infrastructure capacity, emergency access, and the ability to mitigate off-site impacts.
9. Public application record. Information necessary for the City's land-use decision shall be included in the public application record, except information specifically exempt from disclosure under Florida law. The City shall not rely upon confidential side submissions or private nondisclosure agreements as a substitute for evidence in the public record.
10. Compliance monitoring. The conditional use approval may require periodic reporting or testing addressing noise, electrical demand, water use, generator operation, emissions compliance, or other material operational characteristics. The property owner and operator shall be jointly responsible for compliance with all conditions of approval.

SECTION 6. Codification. It is the intention of the City Council that the provisions of this Ordinance shall be codified within the Code of Ordinances of the City of Westlake. Sections may be renumbered, re-lettered, and terminology may be adjusted to achieve proper codification.

SECTION 7. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions which are in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 8. Severability. If any section, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance, which shall remain in full force and effect.

SECTION 9. Effective Date. This ordinance shall be effective upon adoption on second reading.
PASSED this _____ day of _____, 2026, on first reading.

PASSED AND ADOPTED this _____ day of _____, 2026, on second reading.

City of Westlake

_____
JohnPaul O'Connor, Mayor

G. Langowski	_____
G. Werner	_____
E. Gleason	_____
C. Leonard	_____
J.P. O'Connor	_____

ATTEST:

_____
Zoie P. Burgess, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

_____
CITY ATTORNEY

File Attachments for Item:

D. CU-2026-01: Conditional Use for an overnight kennel with dog day care, overnight boarding, grooming, and an accessory outdoor pet relief and play area at James Business Park, 17035 Persimmon Boulevard West.

Submitted By: Planning and Zoning

Meeting Agenda Item Coversheet

MEETING DATE:	11/10/2026	**Submitted By:** Planning and Zoning
SUBJECT: *This will be the name of the Item as it will appear on the Agenda*	**CU-2026-01:** Conditional Use for an overnight kennel with dog day care, overnight boarding, grooming, and an accessory outdoor pet relief and play area at James Business Park, 17035 Persimmon Boulevard West.	
STAFF RECOMMENDATION: **(**MOTION READY)	**Motion to Approve** – CU-2026-01 for an overnight kennel providing dog day care, overnight boarding, and grooming at James Business Park, subject to the conditions of approval in the staff report and contingent upon approval of SPM-2026-02, including amendment of Condition 2 of Development Order SPR-2022-01 accommodating the proposed use.	

SUMMARY *and/or* JUSTIFICATION:

The applicant, represented by Cotleur & Hearing, is requesting Conditional Use approval to establish a dog day care, overnight boarding, and grooming facility at James Business Park. The facility will occupy approximately 10,855 square feet within the existing 135,541-square-foot North Building. Approximately 2,435 square feet will be dedicated to boarding areas, with the remaining space accommodating indoor daycare, grooming, reception, office, circulation, and support functions.

The proposal includes an approximately 1,840-square-foot fenced outdoor pet relief and play area on the east side of the building, within an existing loading area serving the tenant space. Exterior improvements include fencing and gates, synthetic pet turf over a drainage base, shade sails, a ramp, and a landscaped infiltration area.

The submitted Operational Plan proposes a maximum of 150 dogs on site at any one time, including a maximum of 70 dogs boarded overnight and 35 dogs outdoors simultaneously. Outdoor activities are proposed between 5:00 a.m. and 11:00 p.m., seven days per week, except for emergencies. At least one trained attendant will be on site whenever animals are boarded overnight. The applicant also proposes occasional boarding of cats and other small animals within separate indoor accommodations.

The applicant has submitted an Operational Plan, Noise Management Plan, and Odor, Sanitation, Animal Waste and Facility Maintenance Plan addressing supervision, animal handling, noise mitigation, sanitation, waste management, and complaint response.

The request is accompanied by Site Plan Modification application SPM-2026-02, which includes a proposed amendment to Condition 2 of Development Order SPR-2022-01 concerning allowable uses within James Business Park. Approval of CU-2026-01 is recommended to be contingent upon approval of SPM-2026-02, including an amendment to Condition 2 accommodating the proposed use.

SELECT, *if applicable*				
	AGREEMENT:		**BUDGET:**	
	STAFF REPORT:	X	**PROCLAMATION:**	

	EXHIBIT(S):	X	**OTHER:**	
IDENTIFY EACH ATTACHMENT. *For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exbibit B*	Agenda Item Sheet Staff Report Engineering Approval Letter Application Justification Statement Site Plan Operational Plan Odor Sanitation Animal Waste and Facility Maintenance Plan Data Sheet Outdoor Yard Floor Plan Dog Waste Station Noise Management Plan Boundary Survey			
SELECT, *if applicable*	**RESOLUTION:**		**ORDINANCE:**	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE *(if Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)* ***Please keep text indented.***				
FISCAL IMPACT *(if any):*			$	

City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 11/10/2025

PETITION DESCRIPTION

PETITION NUMBER: CU-2026-01 *James Business Park – Conditional Use*
OWNER: JAMES BUSINESS PARK LLC
APPLICANT: Cotleur & Hearing
PCN: Portion of 77-41-43-05-06-006-0000

REQUEST

The applicant is requesting approval of a Conditional Use for an overnight kennel providing dog day care, overnight boarding, and grooming within an existing 10,855-square-foot tenant space in Unit 700 (Bay 3A) of the North Building at James Business Park, located at 17035 Persimmon Boulevard West. The proposal includes an approximately 1,840-square-foot fenced outdoor pet relief and play area within an existing loading area.

SUMMARY

The applicant, represented by Cotleur & Hearing, is requesting Conditional Use approval to establish a dog day care, overnight boarding, and grooming facility at James Business Park. The facility will occupy approximately 10,855 square feet within the existing 135,541-square-foot North Building. Approximately 2,435 square feet will be dedicated to boarding areas, with the remaining space accommodating indoor daycare, grooming, reception, office, circulation, and support functions.

The proposal includes an approximately 1,840-square-foot fenced outdoor pet relief and play area on the east side of the building, within an existing loading area serving the tenant space. Exterior improvements include fencing and gates, synthetic pet turf over a drainage base, shade sails, a ramp, and a landscaped infiltration area.

The submitted Operational Plan proposes a maximum of 150 dogs on site at any one time, including a maximum of 70 dogs boarded overnight and 35 dogs outdoors simultaneously. Outdoor activities are proposed between 5:00 a.m. and 11:00 p.m., seven days per week, except for emergencies. At least one trained attendant will be on site whenever animals are boarded overnight. The applicant also proposes occasional boarding of cats and other small animals within separate indoor accommodations.

The applicant has submitted an Operational Plan, Noise Management Plan, and Odor, Sanitation, Animal Waste and Facility Maintenance Plan addressing supervision, animal handling, noise mitigation, sanitation, waste management, and complaint response.

The request is accompanied by Site Plan Modification application SPM-2026-02, which includes a proposed amendment to Condition 2 of Development Order SPR-2022-01 concerning allowable uses within James Business Park. Approval of CU-2026-01 is recommended to be contingent upon approval of SPM-2026-02, including an amendment to Condition 2 accommodating the proposed use.

STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the above-mentioned application meets all of the required City of Westlake land development regulations. The Planning and Zoning and Engineering Departments recommend the following Conditions of Approval:

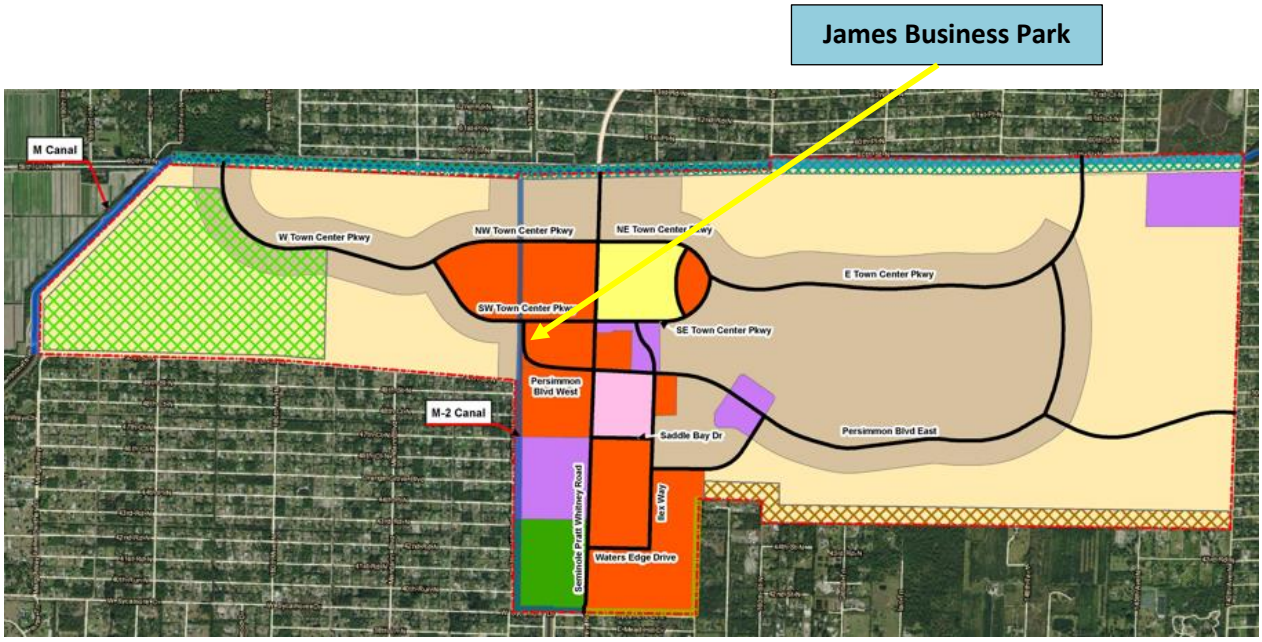
1. Approval of CU-2026-01 is contingent upon City Council approval of SPM-2026-02, including an amendment to Condition 2 of Development Order SPR-2022-01 accommodating the overnight kennel use. The conditional use shall not commence unless both approvals are effective.
2. The use shall be limited to the approved 10,855-square-foot tenant space in Unit 700 (Bay 3A) and the approximately 1,840-square-foot outdoor pet relief and play area shown on the approved plans.
3. The facility shall operate in accordance with the approved Operational Plan, Noise Management Plan, and Odor, Sanitation, Animal Waste and Facility Maintenance Plan, each dated August 28, 2026, as revised and approved by the City. These plans shall be incorporated into the conditional use approval. In the event of a conflict, the conditions of approval shall control.
4. A maximum of 150 dogs shall be permitted on site at any one time, including dogs receiving daycare and overnight boarding services. No more than 70 dogs shall be boarded overnight, and no more than 35 dogs shall occupy the outdoor area simultaneously.
5. Customer hours shall be limited to Monday through Friday, 7:00 a.m. to 7:00 p.m.; Saturday, 9:00 a.m. to 5:00 p.m.; and Sunday, 9:00 a.m. to 3:00 p.m. Outdoor animal activities shall be limited to 5:00 a.m. to 11:00 p.m., seven days per week, except for emergencies requiring immediate outdoor access for animal or human safety.
6. Outdoor animal activities shall be continuously supervised by trained staff. At least one trained attendant shall remain on site whenever any animal is boarded overnight.
7. Final acoustic treatment specifications, including material performance, locations, and quantities, shall be prepared by the applicant's acoustical professional and submitted with the building permit documents for City review. Required acoustic improvements shall be installed before commencement of the use and maintained thereafter. Operations shall comply with applicable City noise regulations.
8. Prior to issuance of building permits, the applicant shall obtain City Engineering approval of the final containment and drainage design, including its capacity and proposed handling of rinse water and animal-related liquids. Animal waste and cleaning wastewater shall not discharge to the site's stormwater management system or adjacent pavement or properties. Required improvements shall be completed before the outdoor area is used.
9. Fencing, gates, shade structures, turf, drainage components, and sanitation facilities shall be installed in accordance with the approved plans and applicable permits and maintained in serviceable condition. Gates shall remain closed and latched except during controlled passage or maintenance. Loading, emergency access, and vehicular circulation shall remain unobstructed.

PETITION FACTS

a. Total Gross Site Area: 11.66 acres

b. Building Data: North Building 135,541 sq. ft.; South Building 10,102 sq. ft. (total 145,643 Sq. Ft.)
Proposed Indoor Tenant Space: 10,855 square feet and Outdoor Pet Relief and Play Area: Approximately 1,840 square feet

c. Land Use and Zoning
Existing Land Use: Industrial Warehouse
Future Land Use: Downtown Mixed Use
Zoning: Mixed Use



BACKGROUND

The subject property is located within James Business Park in the southwestern portion of Pod G. The development contains two existing buildings totaling 145,643 square feet. The proposed overnight kennel will occupy Unit 700 (Bay 3A) within the North Building at 17035 Persimmon Boulevard West.

Condition 2 of Development Order SPR-2022-01 requires all uses to comply with the Code definition of "Light Industrial Uses." The applicant has submitted companion application SPM-2026-02 requesting modification of the approved site plan and amendment of Condition 2 concerning allowable uses. The applicant's October 14, 2026 justification letter also accepts a condition making CU-2026-01 contingent upon approval of SPM-2026-02.

The proposed amendment to Condition 2 is evaluated separately under SPM-2026-02. This conditional use application evaluates the proposed overnight kennel and its associated operational characteristics and compatibility measures.

- On May 24, 2021, the City Council approved the plat for Pod G Southwest.

- On July 5, 2022, the City Council approved the site plan for the two-building development totaling 145,643 square feet.
- On July 5, 2022, the City Council approved a Master Sign Plan (MSP) for the subject development, which included 22 waivers.
- On May 3, 2024, the development received approval for a Minor Site Plan Modification to add one (1) FPL transformer and remove light poles from the rear of Building 1.
- On August 23, 2024, the development received approval for a Minor Site Plan Modification to allow indoor recreational use on the subject site.
- On January 16, 2026, the development received approval for a site plan modification to accommodate the parking requirements associated with the indoor recreational use.

STAFF ANALYSIS

The applicant proposes an overnight kennel providing dog day care, overnight boarding, and grooming within an existing tenant space at James Business Park. The proposal includes an accessory outdoor pet relief and play area within an existing loading area on the east side of the North Building.

Staff's evaluation considers the proposed intensity, hours, indoor and outdoor activities, access, parking, noise controls, sanitation procedures, and compatibility with adjacent uses. The submitted operational and management plans establish measures intended to address potential impacts and are recommended to be incorporated into the approval.

The following analysis evaluates the proposed use against the conditional use review criteria in Section 101-197 (g) of the City's Code of Ordinances.

1. **Comprehensive Plan. The proposed use is consistent with the comprehensive plan.**

   Staff Analysis: The property has a Downtown Mixed Use Future Land Use designation. The proposed facility provides a commercial pet-care service within an existing nonresidential development and utilizes existing buildings and infrastructure. Subject to approval of the companion Site Plan Modification and the recommended operational conditions, the proposal supports continued occupancy of the established business park while addressing potential impacts on surrounding uses.

2. **Chapter requirements. The proposed use is consistent with all applicable requirements of this chapter.**

   Staff Analysis: The application requests approval under the conditional use classification for "Overnight kennel, including kennels ancillary to veterinarian services." The submitted materials identify the tenant space, outdoor improvements, operational characteristics, and proposed impact mitigation measures.

   The existing restriction in Condition 2 of Development Order SPR-2022-01 is addressed through companion application SPM-2026-02. Accordingly, the conditional use approval shall be

contingent upon approval of that application, including amendment of Condition 2 accommodating the proposed use.

3. **Zoning district standards. The proposed use is consistent with the zoning district standards for such use as provided in chapter 119, article II.**

Staff Analysis: The property is zoned Mixed Use. The proposed overnight kennel is being processed as a conditional use within that district. The facility will occupy an existing tenant space without expanding the building footprint. Associated exterior improvements are limited to the outdoor enclosure, ramp, shade structures, and related drainage and landscape improvements shown on the submitted plans.

The proposed use complies with applicable parking, loading, setback, accessory structure, and other development standards.

4. **Public welfare. The proposed use provides for the public health, safety, and welfare by:**
   (i)Providing for a safe and effective means of pedestrian access;
   (ii)Providing for a safe and effective means of vehicular ingress and egress;
   (iii)Providing for an adequate roadway system adjacent to and in front of the site;
   (iv)Providing for safe and efficient onsite traffic circulation, parking, and overall control; and
   (v)Providing adequate access for public safety purposes, including fire and police protection

Staff Analysis: The proposed facility will utilize the business park's existing access points, pedestrian facilities, parking areas, and internal circulation system. The submitted parking analysis identifies 200 required parking spaces and 224 spaces provided. Three spaces near the tenant entrance are designated for short-term customer drop-off and pick-up.

The outdoor enclosure will occupy an existing loading area serving Unit 700 (Bay 3A). The companion Site Plan Modification depicts the proposed enclosure, ramp, and gate movements. Required loading, drive aisles, pedestrian access, and emergency access shall remain unobstructed.

The submitted Operational Plan includes animal screening, separation by size and temperament, continuous supervision of outdoor activities, emergency procedures, and overnight staffing.

5. **Screening and buffering. The proposed use utilizes such techniques as landscaping, screening, buffering, site or building design, or business operation procedures to mitigate impacts on surrounding properties, including such impacts as:**
   (i) Noise; glare; odor; ground-, wall- or roof-mounted mechanical equipment; perimeter, interior, and security lighting;
   (ii)Signs;
   (iii)Solid waste disposal and recycling;
   (iv)Outdoor storage of merchandise and vehicles;

(v)Visual impact negatively impacting use of adjacent property; and
(vi)Hours of operation

Staff Analysis: Daycare, overnight boarding, grooming, and related activities will occur primarily indoors. The outdoor pet relief and play area is located on the east side of the North Building and will be screened by the proposed solid enclosure shown on the approved plans. Existing walls, landscaping, and the surrounding commercial service areas provide additional separation from adjacent activities.

The Noise Management Plan proposes spray-applied ceiling insulation, acoustic wall panels, suspended baffles, treatment of tenant separations, and operational controls addressing barking, group sizes, doors, gates, and outdoor rotations. Final acoustic treatment locations and quantities remain subject to preparation by the applicant's acoustical professional at the building permit stage.

The sanitation plan provides for immediate collection of solid waste, sealed storage, scheduled removal, routine cleaning, odor treatment, and maintenance of the turf and drainage components. The proposed infiltration arrangement remains subject to City Engineering review.

6. **Patterns of development. The proposed use will result in logical, timely, and orderly development patterns.**

Staff Analysis: The proposed facility will occupy an existing tenant space within an established business park and utilize existing roads, utilities, parking, and site infrastructure. The proposal does not expand the building footprint. Exterior work is limited to the outdoor enclosure and associated improvements. The proposal represents orderly occupancy of the existing development.

7. **Purpose and intent. The proposed use will be in harmony with the general purpose and intent of this chapter and the goals, objectives, and policies of the city.**

Staff Analysis: The proposed facility provides a commercial service within an existing business park. Conditional use review allows the City to evaluate the proposed activity and establish conditions addressing its intensity, outdoor operations, noise, sanitation, and relationship to surrounding uses. Subject to approval of the companion Site Plan Modification and implementation of the recommended conditions, the proposal is consistent with the purpose of evaluating conditional uses for suitability and compatibility at the proposed location.

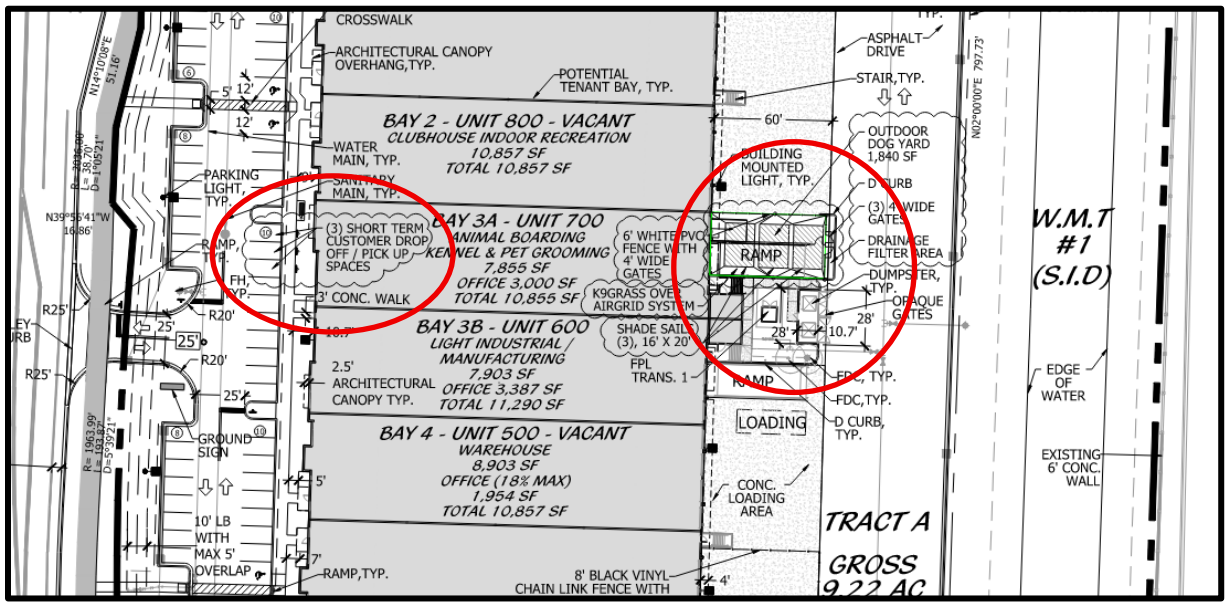
8. **Compatibility. The overall compatibility of the proposed development with adjacent uses, based on the following standards:**
(i)Adverse visual impact. The design of the proposed use and structures will minimize any adverse visual impacts or impacts caused by the intensity of the use.

(ii)Environmental impact. The design of the proposed use minimizes any adverse impacts that may be created, including impacts on environmental and natural resources, including air, water, stormwater management, wildlife, vegetation, and wetlands.
(iii)Other negative impacts. Noise; glare; odor; ground-, wall-, or roof-mounted mechanical equipment; perimeter, interior, and security lighting are adequately screened, buffered, or otherwise mitigated.

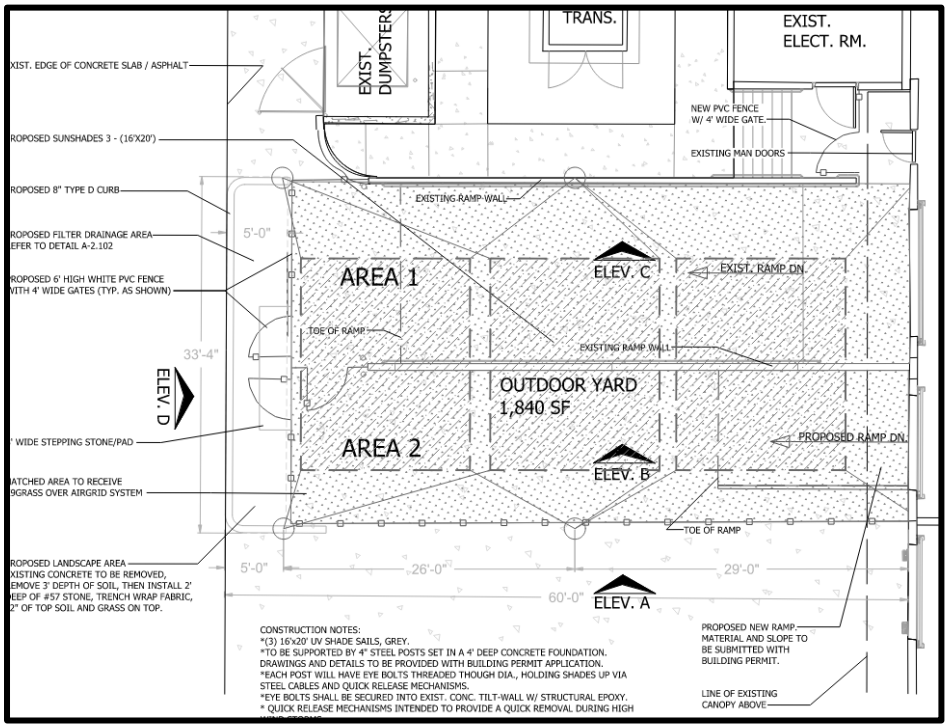
Staff Analysis: The proposed use will occupy an existing tenant space within James Business Park, with outdoor activities concentrated in an approximately 1,840-square-foot enclosure on the east side of the North Building. Its location within an established nonresidential development, the existing building configuration, and proposed enclosure provide a basis for compatibility with surrounding commercial activities.

Compatibility depends on implementation of the proposed operating limits and mitigation measures. These include animal capacity limits, supervised outdoor rotations, restricted outdoor hours, overnight staffing, acoustic improvements, immediate waste collection, routine sanitation, and complaint response procedures.

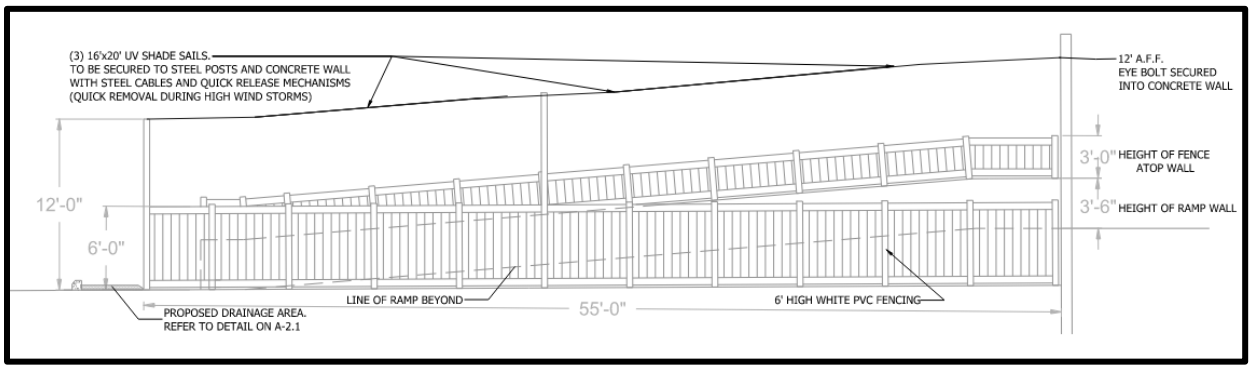
Proposed Site Plan Modification



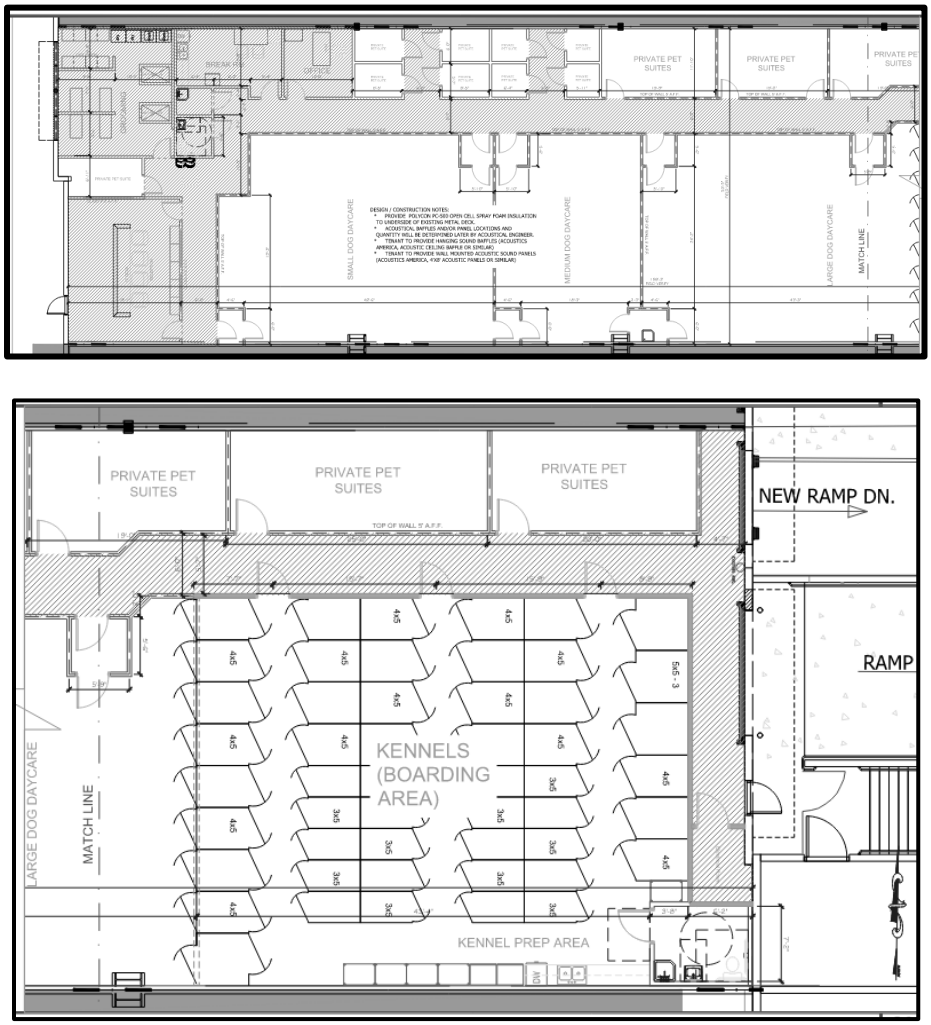
Proposed Outdoor Area



Proposed Ramp



Proposed Floor Plan



Traffic

All material traffic comments were addressed. The total trips projected for this application do not exceed the approved trips for Westlake per the Development Order.

Fire Rescue

The site plan application was reviewed by Mr. Wesley Jolin, IAAI-CFI, Fire Safety Specialist, from Palm Beach County Fire Rescue with no further comments.

FINAL REMARKS

CU-2026-01 is scheduled for a public hearing before the Planning and Zoning Board on November 10, 2026, for a recommendation to the City Council. The City Council will consider the application at a quasi-judicial public hearing on November 10, 2026, followed by consideration of companion application SPM-2026-02.

The subject application was reviewed by the City of Westlake Staff (Planning and Zoning, Engineering) and Palm Beach County Fire Rescue. Please see enclosed letter from City Engineer.

CITY OF WESTLAKE

Engineering Department

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

DATE:	7/27/2026
APPLICATION NUMBER:	CU-2026-01
DESCRIPTION:	James Business Park – Dog Day Care
APPLICANT:	Cotleur & Hearing, Inc.
OWNER:	James Business Park, LLC
REQUEST:	Conditional Use Permit Review
LOCATION:	17035 Persimmon Blvd. West, Unit 700, Westlake, FL (Bay 3A of James Business Park – North Building)
STAFF REVIEW:	**RECOMMENDATION OF APPROVAL**

The Engineering Department recommends approval of the subject referenced permit.

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

1) 0) 0) ZV-2026-03 - James Business Park, dated 3/24/2026
2) 1) CU-2026-01 APPLICATION - Fully Executed, dated 6/24/2026
3) 2) Westlake_Dog_Daycare_Conditional_Use_Justification_Updated, dated 6/29/26
4) 3) Fee payment receipt, dated 6/25/26
5) 4) Photos - Existing Faciltiy
6) 5) CU-22026-01 Site Plan, dated 6/29/26
7) Equivalency Statement 26-017 7-7-26 DS
8) Traffic Statement 26-017 7-7-26 DS

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



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

2-1-22

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

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

APPLICATION FOR CONDITIONAL USE

PLANNING & ZONING BOARD MEETING DATE: _____

CITY COUNCIL MEETING DATE: _____

*The **Planning & Zoning Board** meets on **the second Monday of the month at 6:00 p.m.**, the **City Council** meets on **the second Monday of the month at 6:30 p.m.** Both meetings are held in the Westlake City Council Chambers, located at 4005 Seminole Pratt Whitney Road.*

See page 3 for review process and submittal deadline.

INSTRUCTIONS TO APPLICANTS:

1. **Please complete all sections of this application. If not applicable, indicate with N/A.**
2. **Provide all required documents as requested in the Conditional Use Application. If not applicable, indicate with N/A.**
3. **The applicant must be present at scheduled Planning & Zoning Board and City Council meetings.**

I. PROJECT DESCRIPTION AND APPLICANT INFORMATION

PROJECT NAME: Pod G Southwest – James Business Park (CU-2026-01)

PROJECT ADDRESSS: 17035 Persimmon Blvd. West - Unit 700

DESCRIPTION OF PROJECT: Bay 3A of James Business Park (North Building)

Estimated Project Cost: Constructed

Property Control Number (PCN): 77-40-43-01-21-001-0000

Section/Township/Range: _____

Property Owner(s) of Record (Developer) James Business Park, LLC

Address: 6051 Southern Blvd., Suite 800, West Palm Beach, FL 33413

Phone No.: 561-281-2671 Fax No. _____ E-mail Address: Jsilva.jamlyn@gmail.com

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

Name: Cotleur & Hearing

Address: 1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Phone No.: 561-747-6336 Fax No.: _____ E-mail Address: d hearing@cotleur-hearing.com

II. LAND USE & ZONING

A) ZONING DISTRICT Mixed Use **B) FUTURE LAND USE DESIGNATION** Downtown Mixed Use

C) EXISTING USE(S) Light Industrial – Warehouse/Ancillary Office

D) PROPOSED USE(S) Dog Day Care and Boarding & Grooming Facility

III. ADJACENT PROPERTIES

	EXISTING USE(S)	FUTURE LAND USE DESIGNATION	ZONING DISTRICT
SUBJECT PROPERTY	Constructed	Downtown Mixed Use	Mixed Use
NORTH	Pod G North - Vacant	Downtown Mixed Use	Mixed Use
SOUTH	Pod H – Westlake Landing s	Downtown Mixed Use	Mixed Use
EAST	Publix Plaza	Downtown Mixed Use	Mixed Use
WEST	Vacant	Residential 2	Residential 2

IV. OWNER AND APPLICANT/AGENT ACKNOWLEDGEMENT AND CONSENT

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

I/we, the owners, hereby give consent to Cotleur & Hearing to act on my/our behalf to submit this application, all required material and documents, and attend and represent me/us at all meetings and public hearings pertaining to the application and property I/we own described in the application. By signing this document, I/we affirm that I/we understand and will comply with the provisions and regulations of the City of Westlake, Florida, Code of Ordinances. I/we further certify that all of the information contained in this application and all the documentation submitted is true to the best of my/our knowledge.

2-1-22

Ben Tristano	Donaldson E. Hearing
Owner's Name (please print)	Applicant/Agent's Name (please print)
(Signature on Next Page)	
Owner's Signature	Applicant/Agent's Signature
	June 24, 2026
Date	Date

V. APPLICATION FEES

See City of Westlake Fee Schedule

VI. ADMINISTRATIVE COSTS

(Signature on Next Page)

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

Owner's Signature to Acknowledge Ben Tristano **Date**

VII. SUBMITTAL REQUIREMENTS AND REVIEW PROCESS

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

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

2) ***For Review: Digital and Three (3) full-size hardcopy sets*** *of professionally prepared plans and documents as specified in this* **Conditional Use Application.**

3) ***For Final Submittal: Digital and Three (3) 11x17 sets*** *of plans and documents required in 1) above and an exact rendering of the proposed modification, construction, or addition. Color photographs or prints as close to the actual colors to be used must be supplied. Since color printers often do not display the correct color,* ***samples of the paint chips and support materials (i.e., canvas, wood, metal, etc.) shall be provided****.*

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

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

2-1-22

Ben Tristano	Donaldson E. Hearing
Owner's Name (please print)	Applicant/Agent's Name (please print)
Owner's Signature	Applicant/Agent's Signature
6-24-26	
Date	Date

V. APPLICATION FEES

See City of Westlake Fee Schedule

VI. ADMINISTRATIVE COSTS

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

Owner's Signature to Acknowledge Ben Tristano 6-24-26 **Date**

VII. SUBMITTAL REQUIREMENTS AND REVIEW PROCESS

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

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

2) ***For Review: Digital and Three (3) full-size hardcopy sets*** *of professionally prepared plans and documents as specified in this* **Conditional Use Application.**

3) ***For Final Submittal: Digital and Three (3) 11x17 sets*** *of plans and documents required in 1) above and an exact rendering of the proposed modification, construction, or addition. Color photographs or prints as close to the actual colors to be used must be supplied. Since color printers often do not display the correct color,* ***samples of the paint chips and support materials (i.e., canvas, wood, metal, etc.) shall be provided.***

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

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

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POD G SOUTHWEST — JAMES BUSINESS PARK

Conditional Use Approval (CU-2026-01)

Justification Statement

Revised August 28, 2026

Revised October 14, 2026

Introduction

The Applicant, Jamlyn Supply, Inc., is requesting approval of a conditional use within this existing light industrial and commercial warehouse development. The site plan was initially approved by Development Order on July 22, 2022 (SPR-2022-01). Subsequently, on January 2, 2026, the applicant received approval from the City, by Ordinance No. 2025-10, amending Chapter 101, revising Section 101-1, to establish a definition for Recreation, Indoor Sport Court (Padel). Prior to that, on August 23, 2024, the City administratively approved SPM-2024-03, which added 45,841 square feet of Indoor Recreation and 5,051 square feet of Health, Physical Fitness use to the approved use program. Then on August 5, 2025, a variance was approved by Development Order (VAR-2025-02) to the Xcel Padel tenant to allow a reduction of the required 1,000-foot distance from another establishment licensed for the retail sale of alcoholic beverages. This facility is located within the southwest portion of Pod G, directly west of the Publix Plaza, and is fully constructed. The plat of "Pod G Southwest" was previously approved and is recorded in the Public Records, containing approximately 11.666 acres.

The Applicant is proposing a dog daycare with overnight boarding and grooming within 10,855 square feet in Unit 700 (Bay 3A) of the North Building at 17035 Persimmon Boulevard West. The revised Site Data table identifies the tenant space at 10,855 square feet, of which 2,435 square feet is animal boarding kennel area. The balance is the reception area, office, grooming area and daycare area. Sheet A-2.1 has been updated in this regard. The facility will include indoor pet care, boarding, supervision, customer reception, office and support functions, grooming, kennel and boarding areas, and related accessory service areas. A fenced outdoor pet relief and play area of approximately 1,840 square feet is proposed contiguous to the occupied tenant space, within the existing loading area on the east side of the building and entirely within the area previously designated for loading for Unit 3A. The outdoor area will be improved with an AirGrid base installed directly over the existing concrete loading apron and K9Grass antimicrobial pet turf laid over the AirGrid. The outdoor area is accessory to the primary indoor operation and will be used for supervised pet relief and limited outdoor activity.

A companion Site Plan Modification application, SPM-2026-02, has been filed concurrently with this Conditional Use petition, as contemplated by Zoning Verification Letter ZV-2026-03, to update the approved use program, the Site Data table, and the affected site plan components.

Nature of the Operation

How this business actually runs matters to how the City evaluates it, so it is worth setting out before getting to the individual criteria.

The facility operates predominantly as a weekday dog daycare. Owners drop their dogs off in the morning on the way to work, the dogs stay through the day under staff supervision, and the owners pick them up in the evening on the way home. That pattern accounts for most of the activity at the facility and most of the trips it generates, and it follows the ordinary commuting day rather than adding to it.

Overnight boarding service demand is concentrated around holidays, vacations, and specific client needs. On a typical weekday in the middle of the month very few dogs stay overnight; around Thanksgiving, the winter holidays, and spring break more do. The Applicant is not minimizing that component, and it is the reason the Conditional Use is requested under the "Overnight kennel, including kennels ancillary to veterinarian services" category. It is simply not the center of the operation.

The facility is predominantly a dog facility but is not exclusive to dogs. Cats and other small animals, such as birds and reptiles are occasionally boarded, generally around holidays, and they are housed in the separate private rooms and suites rather than in any group area.

Within the 10,855-square-foot tenant space, Sheet A-2.1 tabulates 825 square feet of reception and office area, 438 square feet of grooming area, 5,347 square feet of daycare areas, and 2,435 square feet of boarding areas. The daycare areas are more than twice the boarding areas, and the boarding areas are roughly a fifth of the tenant space. The building is laid out for daytime care, and the plan itself demonstrates that boarding is subordinate to it.

The space is organized around that program. The front of the tenancy is a reception and customer lobby with a fifteen-foot counter, and a small ancillary retail display sits at that counter for customers who are already in the building. Behind reception are the grooming area with two bathing tubs and cage dryers, separate communal daycare rooms for small, medium, and large dogs, eight private rooms and a group of private suites for animals that need higher-service or individual accommodation, a laundry, an employee break room, a kennel prep area, and a comparatively small kennel area with individual runs at four by five, three by five, and five by five feet. In addition to the man door, a new ramp down accessed by the existing overhead door leads to the outdoor yard.

The operator runs three other facilities in Palm Beach County and Westlake would be the fourth. The procedures described in this statement and in the supporting plans are existing, in-use protocols rather than something written for this application.

Consistency with Development Order SPR-2022-01

Condition 2 of Development Order SPR-2022-01 provides that "[a]ll uses must be in compliance with the Code definition of 'light Industrial Uses'." The Applicant has evaluated the proposed use against that condition and believes the proposed use complies with it.

The Code defines Light Industrial Uses as land uses that include construction operation and storage facilities, manufacturing, assembly, processing or storage of products "when such activities have minimal and inoffensive external impacts such as smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual impacts on the surrounding neighborhood." The operative content of the definition is a performance standard, and the City has consistently described it that way. The SPR-2022-01 staff report, immediately after quoting the definition, states that "[t]he above definition will serve as the basis to determine

allowable uses, and their potential impact in terms of smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual effect." Zoning Verification Letter ZV-2026-03, issued March 24, 2026, repeats that sentence in the present tense. That is the way we read and interpret the condition.

The approved use program is consistent with that interpretation. The representative uses accepted with the 2022 approval include Indoor Recreation, Contractor Supply Store, Party Rental & Supply, Equipment Rental & Supply, and Medical & Pharma Laboratories & Research Centers, several of which are not manufacturing, assembly, processing, or storage of products under a literal interpretation of the definition. The City has also applied the condition this way in practice. SPM-2024-03 introduced 45,841 square feet of Indoor Recreation (the padel facility) and 5,051 square feet of Health, Physical Fitness use administratively as a minor modification, expressly finding that "[t]he uses listed in the modified site plan were approved by the City Council on June 5, 2022, as part of application SPR-2022-01," without any amendment to Condition 2. The currently approved Site Data table also carries a cheer club and a massage therapy and spa use, and the City Council granted VAR-2025-02 allowing the padel tenant to serve alcoholic beverages.

The underlying zoning is Mixed Use. In the MU permitted use table, "Light industrial uses" is one permitted use among many; Retail Sales or Service, Office, Commercial recreation uses, Athletic Training Facility, Veterinary, and Food Service, Restaurants and cafes are permitted by right, and "Overnight kennel, including kennels ancillary to veterinarian services" is a conditional use. The Downtown Mixed Use future land use category is, as ZV-2026-03 describes it, "intended to accommodate a mix of residential, commercial, and service oriented uses in a cohesive development pattern."

Measured against the impact standard the definition supplies, the proposed use complies with Condition 2. The operation is conducted almost entirely indoors within an existing tenant bay. It produces no smoke, dust, soot, dirt, or vibration. Potential noise and odor impacts are addressed through building construction, mechanical design, and operational controls described in the Noise Management Plan and the Odor, Sanitation, Animal Waste and Facility Maintenance Plan submitted with this application. There are no adverse visual impacts; the outdoor pet area is located within an existing loading area on the east side of the building, oriented toward the Publix at Westlake service and loading area, and is not visible from Persimmon Boulevard West or from any residential area.

The revised tenant drawings and the Site Data table dated August 28, 2026 tabulate the interior area by function, the parking and loading counts are carried through the Site Data table, the sound attenuation materials are specified by manufacturer with data sheets on Sheet A-2.2, and the outdoor pet area is drawn and dimensioned with its containment and drainage detail. Condition 2 asks whether the external impacts of a use are minimal and inoffensive. That question can now be answered from the plans rather than from narrative description alone.

Proposed Use and Classification

The proposed use is a commercial use, which is allowable within the Mixed Use zoning district. More specifically, the proposed dog daycare with overnight boarding and grooming is most appropriately classified under the City's permitted use table as:

> *"Overnight kennel, including kennels ancillary to veterinarian services."*

This use is identified as a conditional use in Table 119-127, Permitted Uses. Zoning Verification Letter ZV-2026-03 confirms this classification and confirms that the use requires Conditional Use approval by the Planning and Zoning Board and the City Council together with a Site Plan Modification. The proposed pet daycare and overnight boarding operation fits within this category because the facility will provide supervised daytime pet care together with overnight boarding and kennel services. The Applicant has classified the use under the overnight kennel category because overnight boarding occurs, even though daycare is the predominant activity and boarding is offered as a service to daycare clients. The Site Data table uses the corresponding parking and use category, "Animal Boarding Kennel and Pet Grooming," which has been added to the Proposed Use row alongside the previously approved Light Industrial and Indoor Recreation and Health, Physical Fitness uses.

The proposed use is also consistent with the Downtown Mixed Use future land use category, the Mixed Use zoning district, and the approved development order for James Business Park. It is a service-oriented commercial use located within an existing approved business park and supports Westlake's growing residential and employment base by providing a needed local service in an appropriate non-residential setting.

As discussed, Applicant will accept a condition of approval on Application CU-2026-01 that it is contingent on approval of SPM-2026-02, so that Application CU-2026-01 may be heard first by City Council. (Applicant also agrees to staff's proposal to include as part of Application SPM-2026-02 a request to modify Condition 2 of SPR-2022-01 to read:
2. All uses must either be Light Industrial Uses or Commercial Uses.)

Indoor Operational Plan

During the intake and approval process to accept new pets, all dogs undergo a four-hour temperament test. They must be vaccinated and require medical records from their veterinarian to be considered. The facility maintains a clean, sanitized facility with a specialized air conditioning and filtration unit made specifically for boarding to keep airborne pathogens away. All staff is Pet CPR certified and trained to give top notch care to the dogs. When playing in the dog yards, indoor or outdoor, there will always be a staff member supervising. Pet owners can only enter the front lobby area, and only trained personnel and staff can enter the rear area where the dogs are located for daycare and boarding.

The interior layout includes separate daycare play areas for small, medium, and large dogs, together with separate individual holding and separation areas for dogs that require individual handling or cannot be combined with other animals. A dimensioned floor plan identifying each area and its square footage is submitted with this application as Sheet A-2.1. Interior partition walls in the play and kennel areas are five feet above finished floor at the top of wall, and the reception glass runs from four to eight feet above finished floor. Detailed capacities, staffing, supervision, and emergency procedures are set out in the Operational Plan submitted with this application.

On capacity, a maximum of 70 dogs are boarded overnight, and that is a peak-period figure rather than a typical night. A maximum of 35 dogs are in the outdoor area at any one time, counted across the large dog and small dog play areas combined. Because the yard is divided into two roughly equal, separated areas rather than being a single pen, those animals are never in one undifferentiated group. Overnight, one trained attendant remains on site whenever any animal is boarded, including when only a single

animal is boarded, with a second attendant on peak holiday periods.

The demising walls and tenant separations will be designed to meet all applicable requirements, including fire separation between tenant spaces, and will incorporate the sound-absorbing materials and mats described in the Noise Management Plan.

Noise attenuation is built into the tenant improvement rather than left to operations alone. Three types of material do the work. An open cell spray foam insulation is applied at two inches to the underside of the existing metal deck, a Class A, Class I material with a Flame Spread Index below 25 and a Smoke Developed Index below 450 that meets the NFPA 285 exterior wall assembly and NFPA 286 fifteen-minute thermal barrier requirements. Wall-mounted acoustic panels are provided in four-foot by eight-foot units with a frameless, Class A, acoustically-rated six-pound-per-cubic-foot fiberglass core, rated at an NRC of 0.85 at one inch and 1.15 at two inches. Suspended acoustic ceiling baffles use the same core and the same ratings.

Data sheets for each are provided on Sheet A-2.2. Those data sheets are representative of the products to be installed. These are industry-standard acoustic materials, and comparable products of equivalent type and performance may be substituted. Consistent with the note carried on Sheet A-2.1, final selection and the locations and quantities of baffles and panels will be confirmed by the acoustical engineer at construction documents.

Operationally, dogs are grouped and separated by size and temperament, a barking dog is redirected by staff immediately, a persistent barker is removed from the group to an individual area, and a dog that cannot be managed is excluded from the program. Exterior doors and gates remain closed except for animal and staff passage. Feeding and intake are staggered, and overnight the dogs are held in individual runs with dimmed lights and ambient sound masking. Full detail is provided in the Noise Management Plan submitted with this application.

Outdoor Pet Relief and Play Area

The outdoor play yard consists of the area around the existing ramp and the neighboring dock positions directly behind Unit 700 (Bay 3A). Sheet A-1.1 dimensions the enclosure at approximately 60 feet by 33 feet 4 inches overall, of which approximately 1,840 square feet is play area, carried as two bays at 26 feet and 29 feet, with the remaining 5-foot strip along the rear serving as the landscape and dry well area. It occupies only area previously designated for loading for Unit 3A and does not encroach into any other unit's loading area.

The yard is not a single open outdoor area. It is divided into two supervised play areas, a large dog outdoor play area and a small dog outdoor play area, which is what the 26-foot and 29-foot bays on the plan represent, alongside the 5-foot landscape strip. Dividing the yard allows size-separated groups to be outside at the same time without mixing, which matters for supervision, for group sizing, and for keeping noise down. It also means the outdoor capacity is spread across two separated areas rather than concentrated in one.

No architectural changes to the building are proposed. Access to the yard is through the existing man door and there are no new or modified building doors and no wall openings. Additional access from the existing overhead door to a new proposed ramp to the yard will be provided.

The enclosure is a six-foot-high white PVC privacy fence. A solid fence rather than chain link is used deliberately, because it acts as a noise barrier at the source. Where the fence sits atop the existing three-foot six-inch concrete ramp wall, the fence above the wall is three feet high. A three-foot-wide stepping stone and pad path provides the walking route to the gates.

Four gates are provided, and all of them are part of the fence enclosure rather than the building. One gate leads from the existing man door landing into the play area, and that is the everyday staff and animal route out of the building.

One internal gate within the enclosure divides the large dog play area from the small dog play area. The remaining two are four-foot-wide gates with ten-inch magnetic gate latches leading in from the rear drive aisle, one to each play area, provided for occasional maintenance access. Those two swing outward, consistent with the dumpster enclosure gates located immediately adjacent to the tenant's enclosure, and they remain closed and latched except during maintenance. They are not used for animal movement or for daily operations.

Three 16-foot by 20-foot UV shade sails are provided, and the color is specified as grey to complement the existing building. The sails are supported by four-inch steel posts set in four-foot-deep concrete foundations, with drawings and details to be provided with the building permit application. Each post carries eye bolts threaded through its diameter, and the sails are held by steel cables with quick-release mechanisms so they can be taken down quickly ahead of a high-wind storm. Eye bolts into the existing concrete tilt-wall are secured with structural epoxy, with the wall eye bolt set at twelve feet above finished floor.

The playing surface is K9Grass by ForeverLawn with AlphaSan antimicrobial protection, laid over an AirGrid base installed directly on the existing concrete slab. The turf is infill-free and has a flow-through backing, so waste and odor are not trapped in the surface, and the AirGrid is the drainage plane between the turf and the slab.

The outdoor area is used only between 5:00 a.m. to 11:00 p.m., with use outside that window limited to emergencies. Dogs are taken outside in supervised rotations and are never left unattended in the outdoor area.

Outdoor Area Drainage and Waste Containment

The reference to "subsurface drainage" in the original justification statement was imprecise and is withdrawn. No piped subsurface drainage system is proposed for the outdoor area. The drainage description carried in the July 27, 2026 revision of this statement is superseded in full by the system now drawn on Sheet A-1.1 and in Detail 02 on Sheet A-2.1, which is described below.

A proposed eight-inch Type D curb rings the enclosure and is set above the finished grass elevation. The yard therefore functions as a contained basin. Surface flow is directed inward, and nothing sheet-flows out of the enclosure onto adjacent pavement or toward any stormwater inlet.

Along the full rear of the enclosure, a five-foot-wide strip carries the receiving system. The existing concrete in that strip is removed, three feet of soil is excavated, and two feet of #57 stone is placed in the excavation and wrapped in trench wrap and soil separator fabric so that soil does not migrate into and clog the stone. Twelve inches of topsoil and grass are placed over the stone. The finished grass surface sits below the top of the curb, so surface flow from the turf runs off into the landscape area and percolates rather than ponding or escaping.

What that assembly amounts to is a natural dry well: grass over a soil layer over rock and filter cloth, sized to receive the liquids generated in the yard and to purify them naturally as they percolate. Nothing is piped anywhere. No animal waste, no wash water, and no runoff leaves the enclosure or reaches the stormwater management system. The curb is the physical barrier and the dry well is the receiving system. The Applicant has no objection to a condition of approval confirming that nothing from the outdoor area discharges to the stormwater management system, and the detail will be coordinated with the Building Department at permit.

Waste handling is what keeps that system working. Solid waste is picked up by staff the moment it is deposited, indoors and out. Dwell time is the single largest driver of odor, so nothing is allowed to accumulate. Waste is double-bagged and sealed at the point of collection. A Low Profile Dog Waste Station with a round can is provided in the yard, giving staff a bag dispenser over a lidded, perforated, lined can at the point of use. Bagged waste is then placed in a dedicated, lidded, leak-proof container located inside the tenant space, not in the site dumpster enclosure, and waste is removed from the site by the private hauler two times per week. That interior container is washed and deodorized as required and not less than once per week.

The turf is spot-cleaned continuously, rinsed at the end of each outdoor rotation and again at closing, and treated on a scheduled basis with EcoStrong Outdoor Odor Eliminator, a concentrated bio-enzymatic product. The enzymes break down the waste, naturally-occurring bacteria consume it, and the bacteria convert the waste to water, which evaporates. The product is non-toxic and safe for pets and people, and is labeled for use on lawns and turf, concrete and stone, and in kennels. It is applied by pump or multi-use sprayer at the manufacturer's dilution, and surfaces are re-wetted after the first application as the manufacturer directs. In addition to the enzymatic treatment, surfaces are treated with a veterinary-grade disinfectant on the cleaning schedule. Waste is never rinsed, swept, or washed into any drain, inlet, swale, or pavement area. Pest control is provided under a monthly contract with a licensed operator.

Hours of Operation

Customer hours, meaning the hours the lobby is open for drop-off, pick-up, grooming appointments, and accessory retail, are Monday through Friday 7:00 a.m. to 7:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., and Sunday 9:00 a.m. to 3:00 p.m.

Staff are on site before the lobby opens and after it closes for opening preparation, animal care, the final outdoor rotation, and closing cleanup. One trained attendant remains on site overnight whenever any animal is boarded, including when only a single animal is boarded, with a second attendant on peak holiday periods

The outdoor yard is used between 5:00 a.m. to 11:00 p.m. All outdoor rotations are accomplished within that window. The final outdoor rotation begins at approximately 8:30 p.m. and concludes by 11:00 p.m., after which dogs remain inside the building until 5:00 a.m. the following morning. The Applicant has no objection to a condition of approval fixing outdoor hours at 5:00 a.m. to 11:00 p.m., with emergencies as the exception. After 11:00 p.m., the outdoor area is used for emergencies only.

Staffing runs to approximately eight employees at the greatest shift. That is a maximum-shift figure, generally during the holiday periods when boarding demand is highest, and it is not the everyday weekday number.

Emergency Operation and Storm Sheltering

The facility is designed to remain open and to care for boarded animals through hurricanes and major storms rather than closing and turning animals away. To support that, the tenant will install a manual transfer switch on the tenant's electrical service so that the space can be operated from a portable generator if utility power is lost. The transfer switch is an interior electrical installation permitted with the tenant improvement. The generator itself is portable. It is not stored on the property, no permanent generator is proposed, no exterior generator enclosure or equipment pad is proposed, and no fuel storage is proposed. A generator would be brought to the site only ahead of a pending storm and removed once the event has passed. The facility's storm procedures, including the shade sail take-down and the post-event inspection of the enclosure, are set out in the Operational Plan.

Accessory Retail

The retail component is less than 200 square feet, it is ancillary to the principal use, and it is not open to the general public. It serves only clients whose pets are at the facility. It consists of miscellaneous dog supplies and treats, specialty shampoos specific to the pet's stay, and convenience items for pets. The display is located within the reception and customer lobby, entirely within the reception and office area already counted in the parking calculation. It generates no independent customer trip, and for that reason it does not change the parking calculation.

Parking Justification

A. Applicable Westlake Parking Rate

The City of Westlake Code includes a defined parking rate for the applicable animal-care use category. Table 8-6 of the Land Development Regulations, adopted by Ordinance 2021-06 (Chapter 8, Parking Regulations), identifies:

> *"Animal boarding kennel and pet grooming — 1 space per 400 square feet of office."*

Because the proposed use falls within the City's defined animal boarding kennel and pet grooming use category, no parking waiver or alternative parking methodology is requested. The proposed parking requirement is calculated directly using the City's adopted parking standard for the specific use.

B. Proposed Floor Area Allocation

The tenant space totals 10,855 square feet, of which 2,435 square feet is kennel boarding, 5,347 square feet is the daycare areas, 475 square feet is the reception area, 438 square feet is the grooming area, 350 square feet of office area, with 1,810 square feet taking up corridors and restroom area. Note the total area allocated to office use for the purpose of the parking calculations is 3073 SF. (2,435+5,347+3,073=10,855) The animal care area is non-office and is not double-counted anywhere else in the table.

C. Parking Calculation

Applying the Code rate to the office area, 3,073 square feet divided by 400 square feet is 7.68, which is 8 parking spaces. That is the Code requirement for this tenant space.

The Applicant is not asking to be held only to that figure. Staff observed in Comment 13 that the operation anticipates roughly eight employees at peak together with customer drop-off and pick-up activity, and that is a fair observation. In response, the Applicant has voluntarily shown 11 spaces for Bay 3A on the revised Site Data table: 8 employee spaces at the greatest shift plus 3 reserved drop-off and pick-up spaces. Notes 11 and 12 on the Site Data table state it as follows:

> *Note 11: "3 RESERVED DROP OFF & PICK UP SPACES FOR BAY 3A ARE SHOWN AS REQUIRED PARKING. THE RESERVED PARKING IS 1.5% OF REQUIRED PARKING THUS LESS THAN 5% MAX."*
>
> *Note 12: "ANIMAL BOARDING KENNEL & PET GROOMING PARKING RATE PER CODE IS 1 SP PER 400 SF OF OFFICE HOWEVER, UNIT 3A TENANT PROPOSES 8 EMPLOYEES AT GREATEST SHIFT AND 3 DROP OFF AND PICK UP SPACES (RESERVED) FOR A TOTAL OF 11 SPACES."*

Depicting 11 spaces does not change the Code requirement, which remains 8. It demonstrates that the Applicant has addressed the actual impact of the use rather than relying on the minimum. It is worth noting that eight employees is a greatest-shift, holiday-period figure and not a typical weekday count, so the 11 spaces proposed is conservative.

D. Reserved Drop-Off and Pick-Up Spaces

Three of the eleven spaces are reserved for customer drop-off and pick-up. Because those spaces are reserved, the Applicant has evaluated them against the City provision that governs the reservation of parking, and addresses it here directly rather than leaving it to a later round of review.

Section 8.9(1)(H) of the Land Development Regulations, adopted by Ordinance 2021-06 (Chapter 8, Parking Regulations), provides:

> *"Assigned parking. Parking spaces assigned to a specific use may be authorized by the city manager or his/her designee, provided the number of spaces assigned to a particular use does not exceed 5% of the number of spaces required for such use."*

The same subsection further provides:

> *"Assigned spaces and required signage shall be indicated on the approved site plan associated with the affected use. Assigned parking shall not be considered in shared parking calculations."*

The Applicant has done what that provision requires. The three drop-off and pick-up spaces and their signage are shown on the Site Plan, adjacent to the Bay 3A entrance, and they are not included in any shared parking calculation. Note 11 on the Site Data table measures the three spaces against the parking required for the development: three of the required is 1.5 percent, comfortably inside the 5 percent ceiling.

Section 8.9(1)(H) expressly contemplates authorization of assigned parking by the city manager or his or her designee. The Applicant requests that authorization as part of this approval, and the spaces and their

signage are shown on the Site Plan submitted with the companion Site Plan Modification as the provision requires.

E. Technical Parking Justification

The proposed parking calculation is appropriate because it applies the City's specific adopted parking standard for "Animal boarding kennel and pet grooming." The City's code establishes this parking requirement based on office area rather than total building area. That distinction is important because the majority of the tenant space is used for pet daycare, boarding, kennel, grooming, indoor animal care, and support functions. Those areas do not generate parking demand in the same manner as conventional office, retail, restaurant, or assembly space. Parking demand is primarily associated with the office, reception, administrative, customer support, employee, and drop-off and pick-up components of the facility.

The operating model reinforces that. Employees arrive before customer hours and hold their spaces through the shift, so employee demand is steady and predictable. Customer activity is short-duration and naturally staggered, because drop-off runs with the morning commute and pick-up runs with the evening commute, and a typical counter transaction takes only a few minutes. Grooming appointments are scheduled across the day. Boarding pick-ups and drop-offs are concentrated at the front and back ends of holiday periods, which are not the same days as peak weekday daycare turnover.

Loading

The outdoor pet area occupies the existing ramp, a new ramp and two adjacent dock positions directly behind Unit 700 (Bay 3A), and those positions are labeled accordingly on the plans. The Code requires 4 loading spaces for this development. The approved plan provided 40, and with the two positions given up, 38 remain, which is 34 more than required.

The development therefore continues to satisfy the loading requirement by a substantial margin, and does so without relying on any dock serving another tenant bay. Only the loading positions previously designated for Unit 3A are used, and there is no encroachment into any other unit's loading area. The dock positions being converted are those directly serving Unit 700, a tenant that does not receive tractor-trailer deliveries, so no other tenant loses loading capacity or maneuvering area. The fence is set inside the existing loading apron and does not encroach into the drive aisle or the fire access lane. The shade sails are installed at a clear height that maintains the required vertical clearance over the paved area beneath them, and no post is located within the drive aisle. Animal movement is entirely between the tenant door and the fenced enclosure, a distance of a few feet, and animals never cross a drive aisle, a loading maneuvering area, or the dumpster service route. The dumpster enclosure and its service approach are unchanged.

Signage

No signage approval is requested with this petition. The tenant anticipates wall signage on the building frontage and potentially at the rear, and a tenant panel on the existing ground sign. All signage will be submitted under a separate sign permit and will comply with the approved James Business Park Master

Sign Plan (MSP-2022-02) and Chapter 113 of the City Code. Permitted signage locations are shown on the approved Master Sign Plan.

Conditional Use Criteria Justification

The proposed dog daycare with overnight boarding satisfies the applicable conditional use criteria of the City of Westlake Code, as follows:

Criterion 1 — Comprehensive Plan

> *"Comprehensive plan. The proposed use is consistent with the comprehensive plan."*

The proposed dog daycare with overnight boarding is consistent with the City's Comprehensive Plan because it is a commercial service use located within the Downtown Mixed Use future land use category. The use supports the City's mixed-use planning framework by providing a needed local service within an existing approved non-residential business park. The use is also consistent with the approved development order for James Business Park, as discussed under Consistency with Development Order SPR-2022-01 above.

Criterion 2 — Chapter Requirements

> *"Chapter requirements. The proposed use is consistent with all applicable requirements of this Chapter."*

The proposed use is properly classified as "Overnight kennel, including kennels ancillary to veterinarian services," which is identified as a conditional use in Table 119-127, Permitted Uses. The proposed use will comply with applicable City conditional use, site operation, parking, access, sanitation, screening, and buffering requirements. The use will operate within an existing tenant bay, with the approximately 1,840 square foot outdoor pet area limited to a fenced, supervised, accessory relief and play area. The use will also comply with the City's adopted parking rate for "Animal boarding kennel and pet grooming" based on the proposed office area, and the Applicant has shown parking in excess of that rate as described in the Parking Justification above.

A companion Site Plan Modification (SPM-2026-02) has been filed to update the approved use program, the Site Data table, and the affected site plan components, and signage will be permitted separately in accordance with the approved Master Sign Plan and Chapter 113.

Criterion 3 — Zoning District Standards

> *"Zoning District Standards. The proposed use is consistent with the zoning district standards for such use as provided in Chapter 3."*

The proposed use is consistent with the Mixed Use zoning district and the character of the existing James Business Park. The use is commercial in nature and is appropriately located within an existing non-residential business park. The proposed dog daycare and overnight boarding operation fits within the conditional use category for "Overnight kennel, including kennels ancillary to veterinarian services," and does not introduce residentially intrusive activity, outdoor storage, industrial processing, or any use that would be incompatible with surrounding commercial development.

The proposed use is also consistent in character with other approved uses within James Business Park, including the Indoor Recreation and Health, Physical Fitness uses approved under SPM-2024-03.

Criterion 4 — Public Welfare

> *"Public Welfare. The proposed use provides for the public health, safety, and welfare by" addressing pedestrian access, vehicular ingress and egress, adequate roadways, onsite circulation and parking, and access for public safety purposes.*

The use will utilize the existing approved access, circulation, parking, and fire access systems serving James Business Park. The outdoor pet area is contiguous to the tenant space, allowing staff to move animals directly between the indoor facility and the outdoor area without crossing public streets or primary drive aisles. Access is through the existing man door as well as the existing overhead door to a new proposed ramp down will be provided to the yard. No new or modified building doors are proposed and no wall openings are proposed.

The proposed operation also includes internal management procedures that support public welfare and safe operations. Dogs will be evaluated before acceptance into the program, vaccination records will be required, and animals will be separated by size and temperament within the facility. The Operational Plan submitted with this application sets out maximum capacities, staffing levels, supervision procedures, and protocols for escaped animals, medical emergencies, fire and severe weather, and after-hours issues, including a 24-hour contact available to the City and to adjacent tenants. The fenced enclosure, gates, and shade sail posts are located so that fire access and onsite circulation are unaffected. The only gates on the drive aisle side are the two four-foot maintenance gates, which swing outward into the tenant's own former loading area, matching the adjacent dumpster enclosure gates, and which stay closed and latched except during maintenance. Animals do not move through them. The reserved drop-off and pick-up spaces are located at the Bay 3A entrance so that customer activity stays out of the loading and service circulation.

The proposed use also makes a direct contribution to public welfare during declared emergencies. The operator intends to shelter and care for boarded animals through hurricanes and major storms, supported by a manual transfer switch that allows the tenant space to be run from a portable generator, should the need arise. Pet sheltering capacity is a recognized gap in storm preparedness, because households that cannot place a pet are measurably less likely to evacuate when told to do so. A facility of this type inside the City gives Westlake residents a local option they currently have to leave the community to find, and it reduces the number of households that either delay evacuation or shelter in unsafe conditions rather than leave an animal behind.

Criterion 5 — Screening and Buffering

> *"Screening and buffering. The proposed use utilizes such techniques as landscaping, screening, buffering, site or building design, or business operation procedures to mitigate impacts on surrounding properties," including noise, odor, lighting, signs, waste disposal, visual impacts, and hours of operation.*

The proposed use includes several compatibility protections. The outdoor area is located in an existing service and loading area, is accessory to the indoor use, and is fenced and supervised. The six-foot solid

white PVC privacy fence screens the yard visually and functions as a barrier at the source for sound. Odor and sanitation are addressed by the infill-free antimicrobial turf assembly, immediate waste pickup with double-bagging and containment inside the tenant space, scheduled bio-enzymatic treatment, and a veterinary-grade disinfectant program.

On waste disposal specifically, the enclosure is designed as a contained basin. An eight-inch Type D curb set above the finished grass elevation rings the yard, and a five-foot-wide natural dry well runs the full rear of the enclosure, built up from two feet of #57 stone wrapped in trench wrap and soil separator fabric with twelve inches of topsoil and grass over it. Surface flow runs off the turf into that landscape area and percolates. Nothing is piped anywhere, and no animal waste, wash water, or runoff leaves the enclosure or reaches the stormwater management system. The Applicant has no objection to a condition of approval confirming that.

The existing S.I.D. drainage and retention area, the existing six-foot concrete wall, and existing landscape buffering along the east property boundary provide physical separation from Publix at Westlake. The area is oriented toward a commercial loading and service area, not toward a residential neighborhood, an outdoor dining area, or a customer gathering area. The surrounding context is an industrial and service environment. There is no residential receptor with a line of sight or a line of sound to this tenancy, and there are very few people in the immediate vicinity who could be disturbed by it.

The primary operation occurs indoors, including daycare, boarding, grooming, animal care, and customer support functions. Grooming is a customary component of the proposed pet-care operation and supports both daycare and boarding activity.

Noise is mitigated through the building improvements described in the Indoor Operational Plan above, including two-inch PolyCon PC 500 open cell spray foam insulation at the underside of the existing metal deck and Acoustics America wall panels and suspended ceiling baffles, with locations and quantities to be determined by an acoustical engineer at construction documents, together with group sizing and separation, a standing rule that exterior doors and gates remain closed except for animal and staff passage, and a written complaint response protocol. The North Building itself, at 135,541 square feet, separates the outdoor pet area from any residentially designated property to the west, so there is no direct line of sound to any residential district; the nearest homes are a significant distance west, across Persimmon Boulevard and the M-2 canal. Full detail is provided in the Noise Management Plan and the Odor, Sanitation, Animal Waste and Facility Maintenance Plan submitted with this application.

Criterion 6 — Patterns of Development

> *"Patterns of Development. The proposed use will result in logical, timely, and orderly development patterns."*

The proposed use represents orderly occupancy of an existing tenant bay within an approved business park. It does not require expansion of the building, new public roads, new utilities, or conversion of residential land. The use supports the continued build-out and tenant diversification of James Business Park.

Criterion 7 — Purpose and Intent

> *"Purpose and Intent. The proposed use will be in harmony with the general purpose and intent of this chapter and the goals, objectives, and policies of the City."*

The proposed use is in harmony with the City's mixed-use and non-residential development objectives because it provides a needed local commercial service within an existing approved business park. The use is appropriately scaled, primarily indoor, operationally controlled, and compatible with the surrounding commercial environment.

The use is also well-suited to Westlake's growing residential population, as many residents and employees will benefit from local access to dog daycare, boarding, and related grooming services without having to travel outside the community. Because the operation is built around weekday drop-off and pick-up on the commute, it serves the working households already traveling this corridor.

The storm sheltering component reinforces that. A local facility that stays open and cares for boarded animals during a hurricane, supported by a manual transfer switch and a portable generator, should the need arise, serves a community need that is not otherwise met within the City and is consistent with the City's interest in the health, safety and welfare of its residents.

Criterion 8 — Compatibility

> *"Compatibility. The overall compatibility of the proposed development with adjacent uses," including adverse visual impacts, environmental impacts, and other negative impacts such as noise, glare, odor, mechanical equipment, and lighting.*

The proposed use is compatible with adjacent uses. The facility is located within an existing business park building, and the outdoor area is limited to an approximately 1,840 square foot fenced, accessory area within an existing loading zone that served only Unit 3A. The site design, existing wall, landscape buffering, indoor operational emphasis, supervised outdoor activity, sanitation measures, and compliance with the City's adopted parking standard mitigate potential visual, noise, odor, parking, and operational impacts.

The operational characteristics of the facility further support compatibility. Daycare is the predominant activity and drives the weekday pattern of the business, with dogs dropped off in the morning and picked up in the evening. Boarding is offered to those same daycare clients and is concentrated around holidays and vacations rather than run as a full-time kennel, which is why the floor plan devotes 5,347 square feet to daycare areas and 2,435 square feet to boarding areas. Dogs will be screened before acceptance, vaccination records will be required, and the facility includes separate interior areas to manage animals by size and temperament.

No changes to the building footprint, elevations, parapet height, or architectural treatment are proposed. The only exterior work is at the existing loading area on the east side of the building, and it consists of the fence, the gates, the shade sails, the new ramp down from the existing overhead door, the curb, and the landscape and dry well strip. The wall-mounted fan note that appeared on an earlier tenant drawing has been removed. Any roof-mounted mechanical equipment will be screened from line of sight by the existing building parapet. No new site lighting is proposed. Shade sail color is grey, selected to complement the existing building. The proposed use generates no smoke, dust, soot, dirt, or vibration, and noise and odor are controlled through the building improvements and operational protocols described above and in the supporting plans.

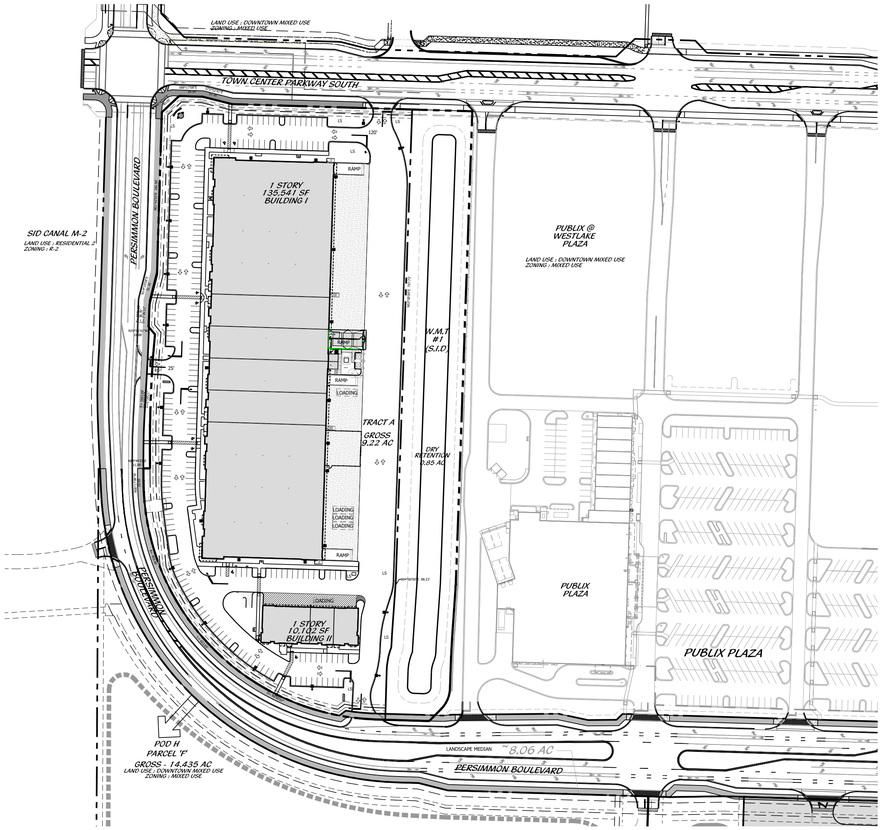
One further point bears on compatibility. Nobody has a stronger interest in this use being compatible than the property owner. James Business Park, LLC owns and manages this building and its other tenancies, and the owner is the party who bears the consequence if a tenant creates a nuisance for its neighbors. A tenancy that generated complaints from the other businesses in the park would be the owner's problem to solve, and this tenancy was underwritten with that in mind. Taken together with the setting, which is an industrial and service environment with no residential receptor having a line of sight or sound to this tenancy and very few people in the immediate vicinity who could be disturbed, the compatibility question here is being managed by the party with the most at stake in getting it right, in about as forgiving a location for this use as there is in the City.

Conclusion

The Applicant is requesting approval of this conditional use, as presented. This justification statement, the plans, and the supporting materials have been revised in response to Planning and Zoning Staff Comments #1 dated July 24, 2026 and to the revised tenant drawings and Site Data dated August 28, 2026. An Operational Plan, a Noise Management Plan, and an Odor, Sanitation, Animal Waste and Facility Maintenance Plan are submitted with this application and address the operational characteristics of the use in detail. The companion Site Plan Modification, SPM-2026-02, has been filed to update the approved use program, the Site Data table, and the affected site plan components.

Thank you.

JAMES BUSINESS PARK



SHEET INDEX

SHEET 1	COVER PAGE
SHEET 2	DETAILED SITE PLAN
SHEET 3	SITE DETAILS

PROJECT TEAM

PROPERTY OWNER
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WEST PALM BEACH, FLORIDA 33413
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FAX: 561-684-6336

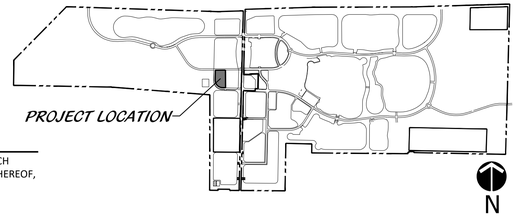
CIVIL ENGINEER
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ENVIRONMENTAL CONSULTANT
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DEVELOPER
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4400 WEST SAMPLE RD. SUITE 200
COCONUT CREEK, FLORIDA 33073
PHONE: 954-973-4490
FAX: 954-978-5330

LOCATION MAP



GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA AMERICANS WITH DISABILITIES ACCESSIBILITY CODE.

ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

ALL MECHANICAL EQUIPMENT SHALL BE ROOF MOUNTED & SCREENED FROM LINE OF SIGHT BY BUILDING PARAPET.

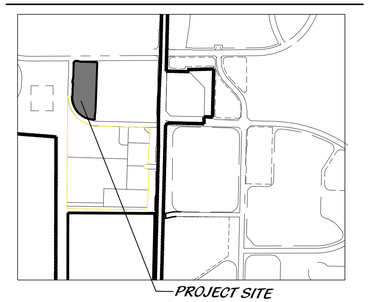
ALL GROUND MOUNTED ELECTRICAL & TELECOMMUNICATION BOXES SHALL BE FULL SCREENED WITH LANDSCAPING TO THE TALLEST POINT OF SAID EQUIPMENT.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND IN PART A REPLAT OF A PORTION OF TRACT "A", POD G SOUTH - WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACT A = 9.226 ACRES (EXCLUDES SID WMT)

KEY MAP



Cover Page

ANIMAL BOARDING, KENNEL & PET GROOMING C.U. MODIFICATION

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

James Business Park
PALM BEACH COUNTY, FL

DESIGNED		DEH
DRAWN		RNK
APPROVED		DEH
JOB NUMBER		13-0518.98.01
DATE		04-29-22
REVISIONS		05-18-22
01-05-24	08-01-24	06-07-22
02-16-24	08-22-24	11-08-22
03-20-24	08-26-25	12-28-22
07-24-24	10-21-25	10-06-23
08-28-26	06-29-26	11-10-25

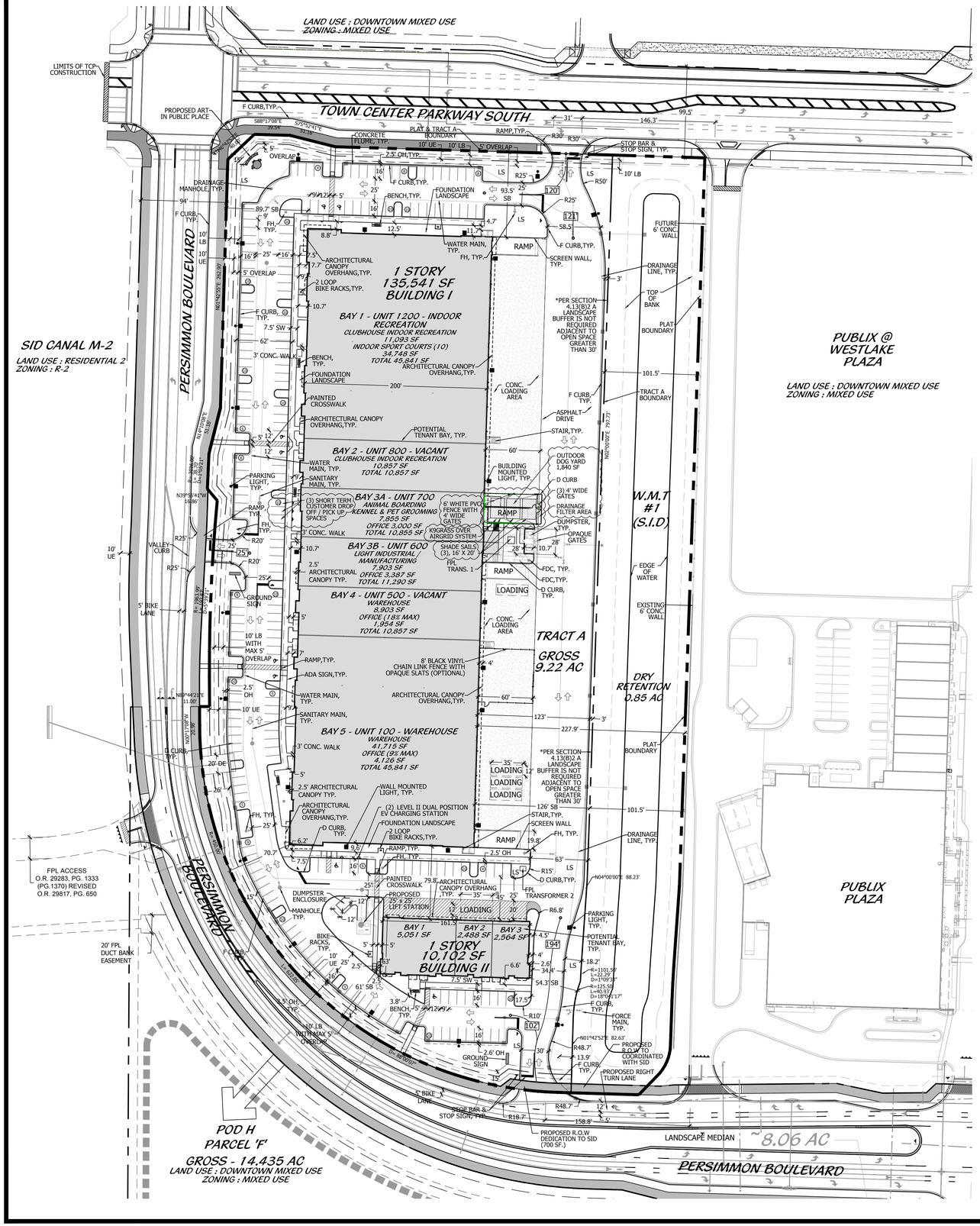
Scale: 1" = 60'

0' 30' 60' 120'

August 28, 2026 11:28:09 a.m.
Drawing: 13-0518.98.01 SP.DWG

SHEET 1 OF 3

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



SITE DATA

NAME OF APPLICATION	JAMES BUSINESS PARK
APPLICATION NUMBER	SPM-2026-02 & CU-2026-01
PROJECT NUMBER	CH 13-0518.98.01
FUTURE LAND USE DESIGNATION	DOWNTOWN MIXED USE
EXISTING ZONING DISTRICT	MIXED USE
SECTION/ TOWNSHIP/ RANGE	01 43 40
PROPERTY CONTROL NUMBER	77-40-43-01-21-001-0000
EXISTING USE	LIGHT INDUSTRIAL: WAREHOUSING W ANCILLARY OFFICE (NOTE: 3)
APPROVED USE	LIGHT INDUSTRIAL: WAREHOUSING W ANCILLARY OFFICE (NOTE: 3)
PROPOSED USE	LIGHT INDUSTRIAL: WAREHOUSING W ANCILLARY OFFICE (NOTE: 3) INDOOR RECREATION AND HEALTH, PHYSICAL FITNESS, MASSAGE THERAPIST & SPA ANIMAL BOARDING, KENNEL & PET GROOMING

SITE DATA	**SQ.FT.**	**AC.**	**%**
DEVELOPMENT AREA	401,179.00	9.210	
PROPOSED ROW DEDICATION	700.00	0.016	
SUB TOTAL TRACT A	**401,879.00**	**9.226**	79.08%
TRACT B (SID ROW)	1,611.72	0.037	0.32%
WMT 1	104,674.68	2.403	20.60%
TOTAL POD G SOUTH WEST PLAT AREA	***508,165.40***	***11.666***	***100.00%***

BUILDING DATA		**SQ.FT.**	**AC.**	**%**	
TOTAL GROSS FLOOR AREA		**145,643**	**3.62**	**100.00%**	
NORTH BUILDING					
BAY 1 - INDOOR RECREATION			-	0.00%	
	CLUBHOUSE INDOOR RECREATION	11,093	0.25	7.62%	
	INDOOR SPORT COURTS (10)*	34,748	*PADEL COURTS		
	TOTAL	**45,841**			
BAY 2 - VACANT			0.25	7.45%	
	CLUBHOUSE INDOOR RECREATION*	10,857	*CHEER CLUB		
	TOTAL	**10,857**			
BAY 3 - A					
	ANIMAL BDG. KENNEL & PET GROOMING (ABK&PG)				
	ABK&PG INDOOR AREA	7,782			
	ABK&PG OFFICE	3,073			
	SUB TOTAL	**10,855**			
BAY 3 - B					
	LIGHT INDUSTRIAL/MANUFACTURING	7,903			
	OFFICE (30% MAX)*	3,387			
	SUB TOTAL	**11,290**			
	TOTAL	**22,145**			
BAY 4 - VACANT			-	0.00%	
	WAREHOUSE	8,903			
	OFFICE (18% MAX)*	1,954	*MAX OFFICE USE IS 18% OF TOTAL SQ FT.		
	TOTAL	**10,857**			
BAY 5 - WAREHOUSE			-	0.00%	
	WAREHOUSE	41,715			
	OFFICE (9% MAX)*	4,126	*MAX OFFICE USE IS 9% OF TOTAL SQ FT.		
	TOTAL	**45,841**			
	NORTH BUILDING TOTAL	**135,541**	**3.11**	**93.06%**	
SOUTH BUILDING					
BAY 1 - HEALTH, PHYSICAL FITNESS		**5,051**	0.12	3.47%	
BAY 2 - WAREHOUSE			-	0.00%	
	WAREHOUSE	1,990			
	OFFICE (20% MAX)*	498	*MAX OFFICE USE IS 20% OF TOTAL SQ FT.		
	TOTAL	**2,488**			
BAY 3 - WAREHOUSE			-	0.00%	
	WAREHOUSE	2,050			
	OFFICE (20% MAX)*	513	*MAX OFFICE USE IS 20% OF TOTAL SQ FT.		
	TOTAL	**2,563**			
	SOUTH BUILDING TOTAL	**10,102**	**0.23**	**6.94%**	
BUILDING LOT COVERAGE (NOTE: 1)		**147,743.86**	**3.39**	**29%**	
BUILDING HEIGHT PROPOSED		**1 STORY**	**48 FEET**		
MAXIMUM BUILDING HEIGHT PER CODE (NOTE: 5)			**70 FEET**		
MAXIMUM FAR PER CODE		**3.00**			
PROPOSED FAR		**0.29**			

PERVIOUS AREA	**SQ.FT.**	**AC.**	**%**
LANDSCAPE & OPEN SPACE AREAS	62,908.19	1.44	12.38%
SUB TOTAL	**62,908.19**	**1.44**	**12.38%**

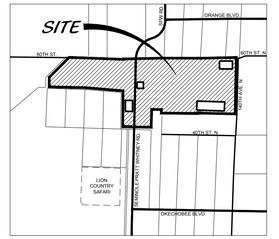
IMPERVIOUS AREA	**SQ.FT.**	**AC.**	**%**
BUILDING FOOTPRINT (NOTE 2)	145,643.00	3.34	28.66%
VEHICULAR USE AREAS & LOADING	177,879.65	4.08	35.00%
SIDEWALK & ENTRY STEPS	15,448.16	0.35	3.04%
SUB TOTAL	**338,970.81**	**7.78**	**66.70%**
TOTAL TRACT A	**401,879.00**	**9.23**	**79.08%**
SUB TOTAL TRACT B (SID ROW)	1,611.72		0.32%
WMT 1	104,674.68		20.60%
TOTAL POD G SOUTH WEST PLAT AREA	***508,165.40***		100.00%
TOTAL PERVIOUS REQUIRED	**100,469.75**	**2.31**	**25.00%**
TOTAL PERVIOUS PROVIDED	**167,582.87**	**3.85**	**32.98%** (NOTE: 8)
PERVIOUS PROVIDED PARCEL A (SITE)	62,908.19	1.44	12.38%
PERVIOUS PROVIDED WMT 1	104,674.68	2.40	20.60%

PARKING		**REQUIRED**	**PROVIDED**	
NORTH BUILDING	**SQ. FT**			
CLUBHOUSE, INDOOR RECREATION (1/360 SF)	21,950	61		
INDOOR SPORTS COURT (4 PER COURT + 1/EMPLOYEE)	34,748	44		
WAREHOUSE (1/2400 SF)	50,618	21		
LIGHT INDUSTRIAL / MANUFACTURING GENERAL (1/1200 SF)	7,903	7		
ANIMAL BOARDING KENNEL & PET GROOMING (1/EMPLOYEE + 3 DROP OFF)	3,072	11		(NOTE: 11) (NOTE: 12)
OFFICE (1/300 SF)	9,467	32		
SOUTH BUILDING				
PHYSICAL FITNESS, MASSAGE THERAPY & SPA(1/250 SF)	5,051	20		
WAREHOUSE (1/2400 SF)	4,041	2		
OFFICE (1/300 SF)	1,010	3		
TOTAL		**200**	**224**	
ADA SPACES (INCLUDED IN TOTAL)		7	8	
TOTAL LOADING (12' X 35')		4	38	

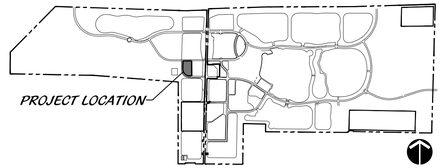
SITE AMENITIES	**REQUIRED**	**PROVIDED**
BENCHES	0	5
BIKE RACK (5% OF REQD. PARKING)	4	8 (NOTE: 4)
LEVEL II EV CHARGING POSITIONS & EVECPS (2% OF REQD. PARKING) (NOTE: 6)	4	4 (NOTE: 6)
LOW SPEED ELECTRIC VEHICLE (SPEV) SPACES (2% MIN 10% MAX) (NOTE: 7)	4	2 (NOTE: 7)

1. NOTE - BUILDING LOT COVERAGE INLUDES ALL OVERHANGS > 30 INCHES
2. NOTE - INCLUDES BUILDING FOOTPRINT ONLY. OVERHANGS GREATER THAN 30" ARE INCLUDED IN LOT COVERAGE
3. NOTE - ANCILLARY OFFICE LIMITED BY GROSS FLOOR AREA AS NOTED ABOVE UNDER BUILDING DATA.
4. NOTE - 4 (2) BIKE LOOP RACKS = 16 BIKE STALLS
5. NOTE - THE SITE IS WITHIN 100' OF R-2 ZONING DISTRICT
6. NOTE - EVCPS SHALL BE SIGNED AND DELINEATED IN ACCORDANCE WITH LDR ARTICLE 8.9 (1)(E)
7. NOTE - LSEV ARE PERMITTED TO PARK IN ALL STANDARD PARKING SPACES PER LDR ARTICLE 8.9 (1)(F)(7). GIVEN THE INDUSTRIAL NATURE OF THE SITE, DESIGNATED OR REQUIED SIZE LSEV SPACES ARE NOT PROPOSED.
8. NOTE -WMT 1 AND THE DEVELOPMENT SITE (TRACT A OF THE POD G S-W PLAT) ARE A PART OF THE COMMON DEVELOPMENT PLAN AS WMT 1 PROVIDES OPENSPACE AND WATER MANAGEMENT BENEFITS TO TRACT A. THE COMBINED GREEN SPACE EXCEEDS THE MINIMUM 25% REQUIREMENT.
9. NOTE - OUTDOOR STORAGE SHALL BE LIMITED TO 10% OF THE GROSS PROJECT BUILDING AREA (13,554 SF)
10. NOTE - OUTDOOR STORAGE AREAS SHALL BE FULLY SCREED WITH 8' HEAVY GAUGE BLACK VINYL FENCE WITH OPAQUE PVC SLATES. STORED MATERIALS SHALL NOT EXCEED THE HEIGHT OF THE FENCE
11. NOTE - 3 RESERVED- DROP OFF & PICK UP SPACES FOR BAY 3A ARE SHOWN AS REQUIRED PARKING. THE RESERVED PARKING IS 1.5% OF REQUIRED PARKING THUS LESS THAN 5% MAX.
12. NOTE - ANIMAL BOARDING KENNEL & PET GROOMING PARKING RATE PER CODE IS 1 SP PER 400 SF OF OFFICE HOWEVER, UNIT 3A TENANT PROPOSES 8 EMPLOYEES AT GREATEST SHIFT AND 3 DROP OFF AND PICK UP SPACES (RESERVED) FOR A TOTAL OF 11 SPACES)

LOCATION MAP



KEY MAP



SETBACK CHART

BUILDING I	**FEET**
FRONT (PERSIMMON BLVD)	70.7'-89.7'
SIDE (PERSIMMON BLVD.)	70.7'
SIDE (TOWN CENTER PKY)	93.5'
REAR (WMT 1)	126'
BUILDING II	**FEET**
FRONT (PERSIMMON BLVD)	61'
SIDE(PERSIMMON BLVD.)	61'
SIDE (WMT)	54.3'
REAR (BUILDING 1)	79.8'

LEGEND

ROW:	RIGHT OF WAY	CL:	CENTER LINE
AC:	ACRES	SW:	SIDEWALK
UE:	UTILITY EASEMENT	PBC:	PALM BEACH COUNTY
DE:	DRAINAGE EASEMENT	LME:	LAKE MAINTENANCE EASEMENT
LU:	LANDUSE	WMT:	WATER MANAGEMENT TRACT
LB:	LANDSCAPE BUFFER	RPE:	RURAL PARKWAY EASEMENT
LAE:	LIMITED ACCESS EASEMENT	SPW:	SEMINOLE PRATT WHITNEY
ESMT:	EASEMENT	PBW:	PERSIMMON BLVD. WEST
TYP.:	TYPICAL	LSEV:	LOW SPEED ELECTRIC VEHICLE
ADA:	AMERICANS WITH DISABILITIES	SID:	SEMINOLE IMPROVEMENT DISTRICT
R:	RADIAS		

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND IN PART A REPLAT OF A PORTION OF TRACT "A", POD G SOUTH - WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACT A = 9.226 ACRES (EXCLUDES SID WMT)

PROJECT TEAM

PROPERTY OWNER
JAMLYN SUPPLY, INC
6051 SOUTHERN BLVD,
WEST PALM BEACH, FLORIDA 33413
PHONE: 561-281-2671

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4152 WEST BLUE HERON BLVD, SUITE 105
RIVIERA BEACH, FLORIDA 33404
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SITE PLANNER
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FAX: 561-684-6336

CIVIL ENGINEER
SIMMONS & WHITE
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WEST PALM BEACH, FLORIDA 33407
PHONE: 561-478-7848

ENVIRONMENTAL CONSULTANT
EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD, SUITE 208
STUART, FLORIDA 34996
PHONE: 772-287-8771
MOBILE: 772-485-1700

SEMINOLE IMPROVEMENT DISTRICT ENGINEER
CAULFIELD & WHEELER
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE: 561-392-1991

DEVELOPER
PBLH, LLC
4400 WEST SAMPLE RD. SUITE 200
COCONUT CREEK, FLORIDA 33073
PHONE: 954-973-4490
FAX: 954-978-5330

PDR CHART

TABLE 3-12: MU District Non- Residential Standards

Non-Residential Use Type	Minimum Parcel Size (Square Feet)	Minimum Front Setback (Feet)	Minimum Side Setback (Feet)	Minimum Rear Setback (Feet)	Minimum Building Separation (Feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Light Industrial	43,560	30	10	10	20	50%	25%

1, Buildings separated from residential zoning districts by a road or canal are not considered adjacent to residential zoning districts.

SITE PLAN

ANIMAL BOARDING, KENNEL & PET GROOMING C.U. MODIFICATION

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

James Business Park

PALM BEACH COUNTY, FL

DESIGNED			DEH
DRAWN			RNK
APPROVED			DEH
JOB NUMBER			13-0518.98.01
DATE			04-29-22
REVISIONS			05-18-22
01-05-24	08-01-24	06-07-22	
02-16-24	08-22-24	11-08-22	
03-20-24	08-26-25	12-28-22	
07-24-24	10-21-25	10-06-23	
08-28-26	06-29-26	11-10-25	

Scale: 1" = 60'

0' 30' 60' 120'

August. 28, 2026 11:28:09 a.m.
Drawing: 13-0518.98.01 SP.DWG

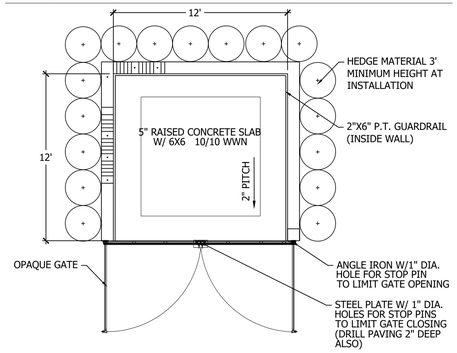
SHEET 2 OF 3

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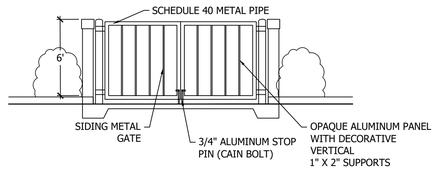
DUMPSTER DETAIL

NTS

PLAN VIEW

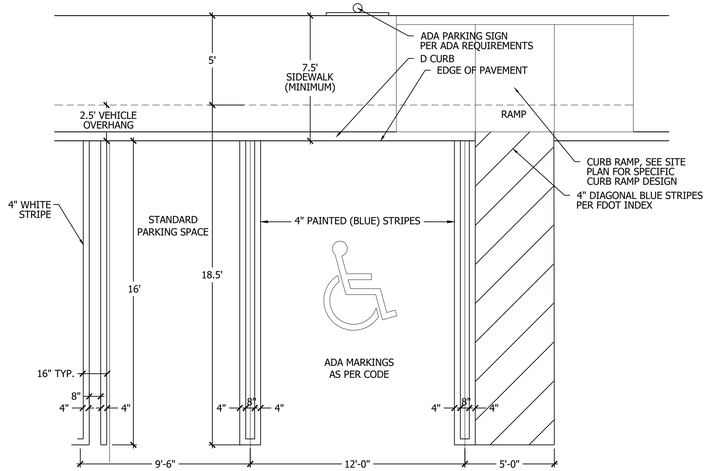


ELEVATION VIEW



STANDARD AND ADA PARKING DETAIL

NTS



NOTE: APPLICANT IS USING A FULL 18.5' STALL DEPTH PLUS A 2.5' VEHICLE OVERHANG AREA TO ACCOMMODATE LARGE VEHICLES THAT ELECTRICAL VEHICLE CHARGING PARKING SPACES SHALL BE DELINEATED AND SIGNED PER LDR ARTICLE 8.9 (1)(E)

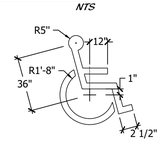
ADA SIGN & SYMBOL DETAIL

NTS



COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

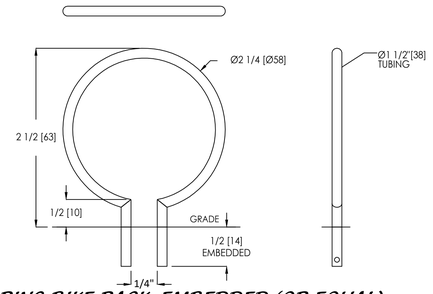
COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL ADA STALLS

BIKE RACK DETAIL

NTS

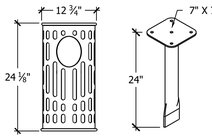


RING BIKE RACK, EMBEDDED (OR EQUAL)
HOLDS 2 BIKES PER RING

landscapeforms•
www.landscapeforms.com Ph: 800.521.2546

TRASH CAN DETAIL

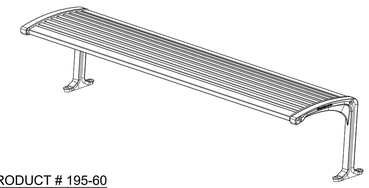
NTS



TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

BENCH DETAIL

NTS

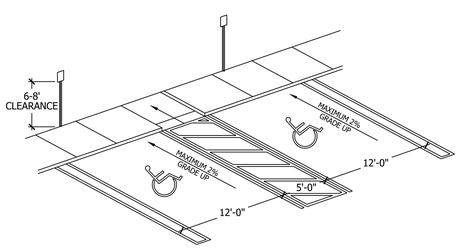


PRODUCT # 195-60
Manufacture: DuMor, INC
195 Series, 6-Foot, Backless, Surface Mount.
Frame Powder Coat Finish
w/ Textured Silver
Color: White
Or approved by Landscape Architect

INSTALL PER MANUFACTURERS RECOMMENDATIONS

Contact Information:
repservices.com
sales@repservices.com
Phone: 866.232.8532

ADA RAMP DETAIL

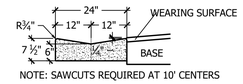


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL ADA SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF ADA SPACES

VALLEY CURB DETAIL

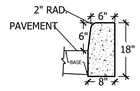
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

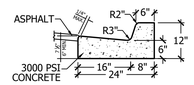
D CURB DETAIL

NTS



F CURB DETAIL

NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

EV CHARGING STATION

NTS

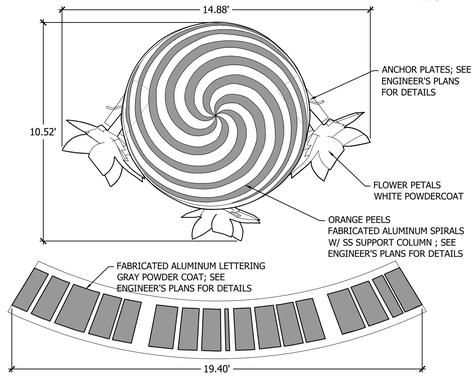


PRODUCT # IQ 200
Manufacture: Blink
Blink IQ 200 Level II
EV Charging Stations
Charging: Dual
Type: Rectangular Pedestal Mounted
Or approved by Landscape Architect

INSTALL PER MANUFACTURERS RECOMMENDATIONS

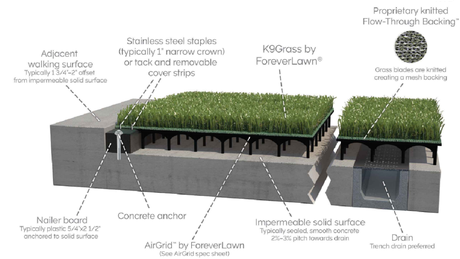
AIPP DETAIL

NTS



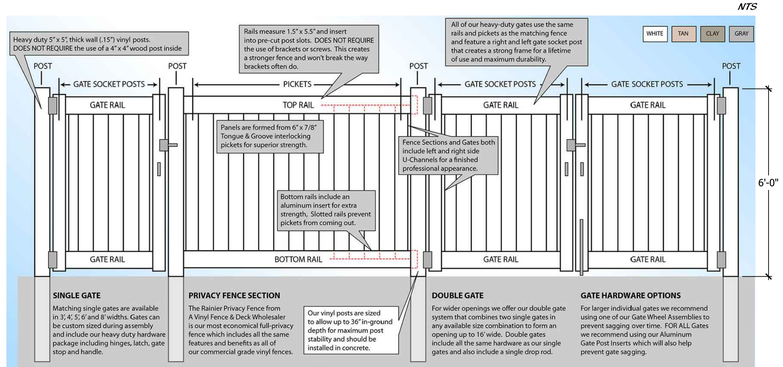
K9 GRASS OVER AIRGRID SYSTEM

NTS



6' HT PVC FENCE WITH 4' GATES

NTS



Site Details

ANIMAL BOARDING, KENNEL & PET GROOMING C.U. MODIFICATION

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

James Business Park

PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
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08-28-26	06-29-26 11-10-25

Scale: 1" = 60'

0' 30' 60' 120'

August 28, 2026 11:28:09 a.m.
Drawing: 13-0518.98.01 SP.DWG

SHEET 3 OF 3

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OPERATIONAL PLAN

Dog Daycare, Boarding and Grooming — Unit 700 (Bay 3A)

James Business Park | 17035 Persimmon Boulevard West, Westlake, Florida

Submitted in response to Planning and Zoning Staff Comments #1, Items 9 and 10

August 28, 2026

1. Purpose

This Operational Plan describes how the proposed dog daycare, boarding and grooming facility will be operated on a day-to-day basis. It is submitted in support of Conditional Use application CU-2026-01 and responds to Staff Comments 9 and 10. The operator currently runs three other facilities in Palm Beach County; the procedures described here are the operator's existing, in-use protocols. This revision reflects the tenant floor plan on Sheet A-2.1, the outdoor yard plan, elevations and drainage detail on Sheets A-1.1 and A-2.1, and the product data sheets on Sheet A-2.2, all prepared by GBM Architecture, PA, dated August 28, 2026.

2. Nature of the Operation

It is worth being clear at the outset about what this business actually is, because the Code category the application is filed under does not describe it very well. The Conditional Use is requested for an overnight kennel because that is the category the City Code puts this use in. In practice, the facility operates predominantly as a weekday dog daycare. Owners drop their dogs off in the morning on the way to work, the dogs spend the day in supervised group play with rest periods and outdoor rotations, and the owners collect them in the evening on the way home. That daily cycle is the business.

Overnight boarding is a service offered to the existing daycare clients rather than a separate line of business. It is used when a client travels, and it concentrates around holidays, school breaks and vacation periods, or around a specific client need.

The floor plan demonstrates the intended program and operation. Of the 10,855 square feet in the tenant space, 5,347 square feet is daycare area and 2,435 square feet is boarding area. Boarding is roughly 22 percent of the tenant space, and the daycare area is more than twice the size of the boarding area. The balance is 825 square feet of reception and office, 438 square feet of grooming, and 1,810 square feet of corridor, restroom and electrical room. The kennel area is comparatively small, and it is a hard physical limit on the number of dogs that can ever be boarded here on a given night.

Within the boarding area the plan shows eight private rooms and a separate group of private suites. These are higher-service accommodations for specific client needs: a dog that does not do well in a group setting, an older dog, a dog on medication that needs to be watched, or a client who simply wants a private room for the pet. They are not the everyday model.

The everyday model is the three separate communal daycare rooms, divided for small, medium and large dogs. Dogs are grouped by size and temperament, play in supervised groups, rest on a rotation, and use the outdoor yard in supervised rotations through the day.

The operator runs three other facilities in Palm Beach County. Westlake would be the fourth. Everything described in this plan, in the Noise Management Plan and in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan is a procedure the operator uses today at those locations. None of it was written for this application.

The facility is predominantly a dog facility, but it is not exclusive to dogs. Cats are occasionally boarded, generally around holidays and in small numbers. Cats are housed in the private rooms and suites rather than in any group area, and they do not use the outdoor yard.

3. Facility Description

The facility occupies 10,855 square feet in Unit 700 (Bay 3A) of the North Building. That figure comes from the Site Data table dated August 28, 2026, which controls. Of the 10,855 square feet, 7,782 square feet is animal boarding kennel and daycare area. The office area designated for the parking analysis is 3,073 square feet.

The dimensioned floor plan on Sheet A-2.1 tabulates the interior as follows:

Interior Area (Sheet A-2.1)	Square Feet
Reception / office area / Grooming Area (office)	1,263
Corridor/Restroom / Electric (office)	1,810
Daycare areas (small, medium and large dog daycare rooms)	5,347
Boarding areas (private rooms, separate private suites, kennel area and kennel prep)	2,435
Total	10,855

The interior program shown on Sheet A-2.1 is:

- A reception and customer lobby with a 15-foot reception desk and glass from 4 feet to 8 feet above finished floor. Customers are limited to this area.
- A 438-square-foot grooming area with two bathing tubs, cage dryers and a grooming desk.
- An employee break room and a laundry for bedding and towels.
- Eight private rooms and a separate group of private suites. Top of wall in these rooms is 5 feet above finished floor.
- Three communal daycare rooms, separated as small dog daycare, medium dog daycare and large dog daycare.
- A kennel area with runs at 4 feet by 5 feet, 3 feet by 5 feet and 5 feet by 5 feet, and an adjoining kennel prep area.
- An existing electrical room.
- A new ramp down at the rear of the tenant space leading out to the outdoor yard through the existing man door.

The outdoor yard is located within the existing loading apron on the east side of the North Building, directly behind Bay 3A, and uses only area previously designated for loading for Unit 3A. The enclosure is dimensioned on Sheet A-1.1 at roughly 60 feet by 33 feet 4 inches overall, made up of a 5-foot

landscape strip along the rear and two play bays at 26 feet and 29 feet. The play area is approximately 1,840 square feet. The yard is divided into two separate play yards for dog sized-grouping separation. Access is through a new ramp down at the rear of the tenant space leading out to the outdoor yard through the existing overhead door. No new building doors and no new wall openings are proposed, and no change is made to the building footprint, elevations, parapet or architectural treatment.

4. Hours of Operation

Category	Hours
Customer hours (lobby open for drop-off, pick-up, grooming appointments, ancillary retail)	Monday–Friday 7:00 a.m. – 7:00 p.m.; Saturday 9:00 a.m. – 5:00 p.m.; Sunday 9:00 a.m. – 3:00 p.m.
Employee and animal-care hours	Not limited or fixed by this application. Staff are on site before the lobby opens and after it closes for opening preparation, animal care, the final outdoor rotation and closing cleanup.
Outdoor yard hours	5:00 a.m. – 11:00 p.m., seven days a week. Outside those hours the outdoor yard is used for emergencies only.
Overnight staffing	One trained attendant on site overnight whenever any animal is boarded, including a single animal. A second attendant on peak holiday periods.

Dogs do not use the outdoor yard after 11:00 p.m. The final outdoor rotation begins at approximately 8:30 p.m. and concludes by 11:00 p.m., after which dogs remain inside the building until 5:00 a.m. the following morning. The Applicant has no objection to a condition of approval fixing outdoor hours to 5:00 a.m. to 11:00 p.m., with emergencies only being the exception.

5. Capacity

Measure	Proposed Maximum
Maximum dogs on site at any one time (daycare and boarding combined)	150
Maximum dogs boarded overnight	70, at a peak period
Maximum dogs in the outdoor yard at one time	35, across the large dog and small dog play areas combined
Maximum dogs per supervised play group (indoors or outdoors)	grouped by size and temperament

Boarding capacity is limited by the physical kennel area, which is comparatively small. The boarding areas total 2,435 square feet within a 10,855-square-foot tenant space, and the number of runs, private rooms and suites drawn on Sheet A-2.1 sets a ceiling on how many dogs can be boarded on any night regardless of demand. Daily daycare capacity is managed by reservation. The facility does not accept

walk-in daycare or boarding beyond the stated maximums, and reservations are closed once the daily maximum is reached.

The outdoor yard is divided into a large dog play area and a small dog play area of roughly equal size, so the 35-dog outdoor maximum is carried as two separate, size-matched groups that never mix.

6. Staffing

- Eight employees at the greatest shift. That is the peak figure carried in the parking analysis for Bay 3A. It reflects a holiday or high-occupancy period, not a typical weekday.
- One trained attendant on site overnight whenever any animal is boarded, including a single animal. On a peak holiday period there may be two.
- A manager or shift lead is on duty during all customer hours.
- All staff are Pet CPR certified and complete the operator's animal handling and safety training before working unsupervised with animals.
- Staffing ratios in play areas are maintained so that no group of dogs is ever left unattended.

7. Animal Intake and Screening

- Every dog completes a four-hour temperament evaluation before it is accepted for daycare or boarding.
- Current vaccination records and medical records from the dog's veterinarian are required before acceptance and must be kept current thereafter.
- Dogs that display aggression toward people or other dogs, or that cannot be safely managed in the facility, are not accepted.
- Dogs showing signs of illness at drop-off are not admitted and the owner is asked to consult their veterinarian.
- Intake records, including emergency contact and veterinarian information, are maintained for every animal on site.

8. Grouping, Separation and Supervision

- The interior includes separate daycare play areas for small, medium and large dogs, together with individual holding and separation areas for dogs that require individual handling or cannot be combined with other animals.
- Dogs that require individual handling are housed in the private rooms or in the separate private suites. That is what those accommodations are for, and it is why they are drawn as individual rooms rather than as additional group space.
- A trained staff member is physically present with the dogs at all times, indoors and outdoors. Dogs are never left unattended in the outdoor yard.
- Boarded dogs are housed in individual kennel runs, private rooms or private suites overnight.

- Customers are limited to the front lobby. Only trained personnel and staff enter the animal care areas.
- Play groups are rotated with rest periods to reduce over-stimulation, which also reduces barking.

9. Outdoor Yard Use Protocol

- Dogs use the outdoor yard in supervised rotations of approximately 20 minutes throughout the day.
- Rotations are staggered so that no more than 35 dogs are outside at one time, carried as two size-matched groups, one in the large dog play area and one in the small dog play area.
- The first rotation begins no earlier than 5:00 a.m.; the final rotation begins at approximately 8:30 p.m. and concludes by 11:00 p.m. Outside that window the yard is used for emergencies only.
- Access between the tenant space and the yard is through the existing man door and the ramp down via the existing overhead door.
- Four gates serve the enclosure, and all of them are part of the fence rather than the building. One gate leads from the existing man door landing into the play area and is the everyday staff and animal route. One internal gate within the enclosure divides the large dog play area from the small dog play area. The remaining two are 4-foot-wide gates with 10-inch magnetic latches opening from the rear drive aisle, one into each play area, and they are for occasional maintenance access only.
- The two maintenance gates swing outward, consistent with the dumpster enclosure gates immediately adjacent to the tenant's enclosure, so no gate swings inward into the area where a group of dogs is gathered. They are kept closed and latched at all times except during maintenance procedures.
- Gates are opened one at a time. Two staff members manage each transfer between the tenant space and the enclosure through the man door gate, and the gate is latched again before the group is released. Every gate is latched at all times except during passage.
- Because the yard is divided, size-matched groups can be outside at the same time without mixing. The internal gate is closed whenever two groups are out.
- A 3-foot-wide stepping stone and pad path provides the walking route to the maintenance gates, so staff are not crossing the turf every time the enclosure is entered from outside.
- The yard surface is K9Grass by ForeverLawn with AlphaSan antimicrobial protection, installed over an AirGrid base laid directly on the existing concrete loading apron.
- The dogs use the slope of the existing ramp areas inside the enclosure. That grade change is a feature of the design rather than a leftover condition. It gives the dogs more activity than a flat pad would, and it moves surface water toward the landscape area at the rear of the enclosure.
- Three 16-foot by 20-foot grey UV shade sails are provided over the yard. They are carried on 4-inch steel posts set in 4-foot-deep concrete foundations and on eye bolts set into the existing

concrete tilt wall at 12 feet above finished floor with structural epoxy, and they are held by steel cables and quick-release mechanisms.

- Exterior dog rotations are suspended during lightning, heavy rain or extreme heat, and dogs are exercised indoors instead.
- Solid waste is collected immediately upon deposit and the surface is rinsed at the end of each rotation, as described in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan.

Shade sail take-down protocol

The quick-release mechanisms are there to be used. When a named storm, a tropical storm or hurricane watch or warning, or any other high-wind event is forecast for the area, the manager releases the quick-release clips, takes the sail fabric down, and stores the fabric inside the tenant space. The sails are not left up through the event, and the decision is not left to judgment at the time. It is a written rule assigned to the manager and it is part of the facility's storm checklist. The posts, cables, eye bolts and clips are inspected after the event, and the sails are re-hung only after that inspection. The yard remains usable with the sails down, subject to the heat protocol below.

10. Outdoor Yard Waste and Surface Management

Waste handling and surface cleaning in the yard are described in detail in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan submitted with this application. In summary:

- Solid waste is picked up the moment it is deposited. Nothing is left on the turf between rotations.
- A Low Profile Dog Waste Station with a round can is provided in the yard, so bagging and containment happen at the point of deposit rather than at the end of a trip back inside.
- The turf is rinsed at the end of each rotation and again at closing, and is treated with a bio-enzymatic product on a set schedule.
- Nothing leaves the enclosure. A proposed 8-inch Type D curb rings the enclosure and is set above the finished grass elevation, so the yard works as a contained basin. Surface flow is directed inward and toward the rear, into the landscape and dry well area, where it percolates into the soil column.
- Nothing is piped anywhere, there is no connection to the sanitary sewer, and nothing reaches the site's stormwater management system.

11. Customer Drop-off, Pick-up and Circulation

- Three reserved customer drop-off and pick-up spaces are provided immediately adjacent to the Unit 700 (Bay 3A) entrance. They are signed generically for short-term use and are not assigned to individual users.
- Customers enter from the main drive aisle, park in a designated space, and walk the dog on leash into the lobby. All transfers occur inside the lobby.
- Dogs are required to be leashed or crated from the vehicle to the lobby door.

- Drop-off activity coincides with the morning commute and pick-up with the evening commute; both are short-duration transactions of a few minutes at the counter.
- Eight employees at the greatest shift is the figure carried in the parking analysis for this tenant. It is a peak and holiday-period number rather than a typical weekday count, and employee arrivals are spread across a shift change rather than concentrated.
- Grooming appointments are scheduled and spread across the day to avoid concentrating arrivals.
- No customer queuing occurs in the drive aisle, and no loading, fire access or dumpster service route is used for customer circulation.

12. Grooming and Ancillary Retail

- Grooming is provided by appointment within a dedicated interior grooming area and primarily supports daycare and boarding clients.
- The retail component is less than 200 square feet, it is ancillary, and it is not open to the general public. It serves only clients whose pets are at the facility, and it carries miscellaneous dog supplies and treats, specialty shampoos specific to a pet's stay, and convenience items for pets. It is bought by customers who are already in the lobby dropping off or picking up a pet, so it generates no independent customer trip and no separate parking demand.

13. Deliveries and Service

- Deliveries are limited to parcel and small box-truck deliveries of food, bedding and supplies. The tenant does not receive tractor-trailer deliveries.
- Deliveries occur during customer hours and are received at the front of the tenant space.
- The tenant's waste container is a lidded, leak-proof container located inside the tenant space. Bagged waste is carried from that container out to the private hauler's container on the property's regular service schedule. No waste is stored in the outdoor yard at any time.

14. Emergency and Incident Procedures

Escaped animal

The enclosure is fully fenced to six feet, with four gates fitted with latches that are kept latched at all times except during passage, two of which are maintenance gates from the rear drive aisle that stay closed in normal operation, and all transfers between the building and the enclosure are made on leash by two staff members. If an animal does escape the enclosure or the building, staff immediately announce a facility-wide alert, secure all remaining animals indoors, and initiate a search of the site by at least two staff members while the manager notifies the owner. If the animal is not recovered promptly, the manager notifies Palm Beach County Animal Care and Control and adjacent tenants. Every incident is logged and reviewed, and any resulting corrective action to the enclosure or procedures is implemented before the outdoor yard is used again.

Animal medical emergency

Staff are Pet CPR certified. In a medical emergency the animal is separated, first aid administered, and the owner and the animal's veterinarian of record contacted. If the owner cannot be reached, the animal is transported to the nearest emergency veterinary hospital under the authorization obtained at intake. All incidents are documented.

Dog-to-dog or dog-to-person incident

Groups are separated immediately, the animals involved are moved to individual holding areas, and injuries are assessed and treated. Owners are notified the same day. Any animal involved in a serious incident is removed from group play and may be excluded from the facility. Incidents involving injury to a person are reported in accordance with applicable law.

Fire, alarm and evacuation

The facility maintains a written evacuation plan with assigned staff roles. Animals are evacuated on leash or in crates through the nearest safe exit to a designated assembly area, and a headcount is taken against the day's roster. Staff do not re-enter the building. Palm Beach County Fire Rescue is contacted and owners are notified as soon as animals are secure.

Severe weather, named storms

The facility maintains a written hurricane plan and will be available to board animals during hurricanes and major storms. The tenant will install a Manual Transfer switch that will enable the facility to operate off of a portable generator, should the need arise. Any change to normal operating hours during an event is communicated to customers by phone, email and social media and posted at the entrance to the facility.

A named storm or high-wind forecast also triggers the outdoor checklist. The three shade sails are released at the quick-release clips, taken down and stored inside the tenant space. The waste station liner is removed, sealed and taken inside, and the station can is secured. Loose items are removed from the yard. The gates are latched and checked. Nothing in the enclosure is left to become airborne. After the event the manager inspects the fence panels, the gate latches, the curb line, the turf and the dry well area before the yard is used again, and the sails are re-hung only after the posts, cables, eye bolts and clips have been inspected.

Extreme heat

South Florida heat is a routine operating condition rather than an emergency, and it is managed on a written protocol. When temperatures are high, outdoor rotation length is reduced and rotations are moved toward the early morning and the evening. Staff check the turf surface temperature by hand before a group is turned out, and a group is not turned out onto a surface that is too warm. Dogs are kept under the shade sails and in the shade cast by the building, and fresh water is available in the yard on every rotation. Staff watch for panting, lethargy and other signs of heat stress and bring a dog inside immediately if any are observed. When conditions do not allow safe outdoor use, rotations are suspended and dogs are exercised indoors. If the shade sails are down after a storm event, rotations are shortened and shifted to the cooler parts of the day until the sails are back up.

Power failure

In the event of a power failure, staff monitor interior temperature and ventilation, reduce group sizes, and increase outdoor rotations during permitted hours as conditions allow. The tenant will install a manual transfer switch that will enable the facility to operate off of a portable generator, should the need arise, which allows ventilation, lighting and climate control to be maintained for the animals on site for the duration of an outage.

After-hours issues and 24-hour contact

A manager is on call at all times. A 24-hour contact number is provided to the City of Westlake and to adjacent tenants, is posted at the tenant entrance, and is monitored continuously. Any complaint or after-hours issue receives a same-day response, and a written log of complaints, responses and corrective actions is maintained and available to the City on request.

15. Recordkeeping and Compliance

- Daily rosters, intake and vaccination records, incident logs, cleaning logs and complaint logs are maintained at the facility and are available to the City upon request.
- The storm checklist, including the shade sail take-down and the post-event inspection, is logged each time it is used.
- The facility will maintain all licenses and registrations required by the City of Westlake and Palm Beach County.
- This Operational Plan will be posted for staff, reviewed with all employees at hire and annually thereafter, and updated as operations change.

ODOR, SANITATION, ANIMAL WASTE AND FACILITY MAINTENANCE PLAN

Dog Daycare, Boarding and Grooming — Unit 700 (Bay 3A)

James Business Park | 17035 Persimmon Boulevard West, Westlake, Florida

Submitted in response to Planning and Zoning Staff Comments #1, Items 8 and 12

August 28, 2026

1. Purpose

This plan describes how animal waste will be collected, stored and disposed of; how the indoor and outdoor areas will be cleaned; how odors and pests are controlled; how liquids from the outdoor yard are contained inside the enclosure and treated in a natural dry well rather than piped anywhere; and how the facility and the outdoor enclosure will be maintained. It is submitted in support of Conditional Use application CU-2026-01 and responds to Staff Comments 8 and 12.

2. Animal Waste Collection, Storage and Disposal

- Solid waste is picked up by staff immediately upon deposit, indoors and outdoors. Waste is never allowed to accumulate on any surface. This is the single most important measure in this plan, and everything else in it is secondary to it.
- Waste is double-bagged and sealed at the point of collection.
- A Low Profile Dog Waste Station with a round can is provided in the outdoor yard. The station is a green powder-coated steel unit approximately 62 inches tall overall, post mounted, with a locking bag dispenser above a lidded, perforated can carrying a liner. Bagging and containment therefore happen at the point of deposit, out in the yard, rather than at the end of a trip back into the building.
- Bagged waste is placed in a dedicated, lidded, leak-proof container located inside the tenant space. The container is not located in the site's trash enclosure, it is not stored outdoors, and it is not visible from any right-of-way or adjacent property.
- Bagged waste is carried from that container out to the private hauler's container, and waste is removed from the site two times per week.
- The container is washed and deodorized as required and not less than once per week, and its lid seal is checked at the same time.
- No waste is stored outside the tenant space, and no waste is stored within the outdoor yard at any time.
- Waste is never rinsed, swept or washed into any drain, inlet, swale or pavement area.
- Solid waste is removed at the source before any surface is rinsed. That sequence matters for the section that follows: what reaches the landscape area at the rear of the enclosure is rinse water, not animal waste.

(Specification sheet of the low profile dog waste station is attached to this document).

3. Outdoor Turf System, Containment and Natural Filtration

Staff Comment 8 asks how the outdoor pet area and the artificial turf system will be drained and cleaned, asks for construction details showing the direction and point of discharge for liquids and wash water, and asks for confirmation that animal waste and cleaning wastewater will not be discharged to the stormwater management system. Sheet A-1.1 and the enlarged drainage detail on Sheet A-2.1 illustrates a contained yard with a natural dry well along the full rear of the enclosure. It works as follows.

Step 1. The surface.

The yard surface is K9Grass by ForeverLawn with AlphaSan antimicrobial protection, laid over an AirGrid base installed directly on the existing concrete loading apron. The turf is infill-free with a flow-through backing, so waste and odor are not trapped in the surface and liquid passes straight through it rather than sitting in it. The AirGrid is the drainage plane between the turf and the slab, and it moves liquid laterally to the rear of the enclosure instead of letting it stand under the turf.

Step 2. The containment.

The enclosure is ringed by a proposed Type D curb. The curb is set above the finished grass elevation, so the yard functions as a contained basin. Surface flow is directed inward and downward, toward the rear of the enclosure. Nothing sheet-flows out onto the adjacent pavement, and nothing is directed toward a stormwater inlet. The curb is the physical barrier, it runs along the lower side (east) of the enclosure.

Step 3. The receiving area.

Along the full rear of the enclosure there is a 5-foot-wide strip. In that strip the existing concrete is removed and 3 feet of soil is excavated. Two feet of #57 stone is placed in the excavation. The stone is wrapped in trench wrap or soil separator fabric so the surrounding soil cannot migrate into the voids and clog the stone over time, which is the failure mode for a bed like this one if it is built without fabric. Twelve inches of topsoil and grass is placed over the top.

Step 4. The elevations.

The finished grass surface in that strip is set below the top of the curb. That is what makes the system work. Liquid running off the turf and out of the AirGrid plane runs into the landscape area rather than ponding on the turf or backing up against the curb, and the curb still stands above the grass as the barrier that keeps everything inside the enclosure. If the grass were set at or above the top of the curb, the water would have nowhere to go and the turf would stay wet. It is set low deliberately.

Step 5. The treatment.

What is built here is a natural dry well: grass and topsoil over stone, wrapped in filter fabric, sized to receive the liquid that comes off the yard. Liquid percolates down through the topsoil into the stone bed and is naturally purified in the soil column, which is what a soil column does. There is nothing exotic about the detail. It is the same landscape dry well construction used throughout Palm Beach County, applied at a scale matched to a roughly 2,000-square-foot enclosure.

No piped drainage is proposed, no connection to the sanitary sewer is proposed, and there is no discharge of any kind to the stormwater management system. Nothing leaves the enclosure.

Why this is the right answer rather than a sewer tie-in

This is not only the more constructible answer in this location. It is the better answer on the merits, for three reasons.

- Solids are removed at the source before anything is rinsed. The waste itself is picked up the moment it is deposited, bagged at the station in the yard, and carried inside. What reaches the landscape area at the rear is rinse water and dilute urine, not animal waste. A sanitary tie-in would be sized and permitted to carry a waste stream that this yard does not produce.
- The bio-enzymatic product described in Section 4 is applied on the turf and neutralizes organic residue where it lands, before it moves anywhere. The material is broken down at the surface rather than flushed away as somebody else's problem downstream.
- The soil column provides natural treatment. Sending the same dilute liquid into a sanitary line moves it off site untreated, to be treated somewhere else. Letting it percolate through 12 inches of topsoil and 2 feet of #57 stone treats it where it falls, at a volume the strip is sized to take.

The Applicant has no objection to a condition of approval confirming that no animal waste, no wash water and no runoff from the outdoor yard discharges to the stormwater management system, and will coordinate the final construction detail with the Building Department.

4. Bio-Enzymatic Treatment Program

The product used on the turf and on the hard surfaces in the outdoor yard is EcoStrong Outdoor Odor Eliminator. It is a concentrated bio-enzymatic formula made up of water, enzyme-producing bacteria, plant-based surfactants and odor counteractants, with a lemon eucalyptus fragrance. It is non-toxic and is safe for pets and people. The label covers lawns and turf, concrete and stone, and kennels, which is the full range of surfaces present in this enclosure and in the animal areas inside.

How it works

The product works in three steps, per the manufacturer's label. First, the enzymes break the waste down into smaller components. Second, the naturally-occurring bacteria in the formula consume that material. Third, the bacteria convert the waste to water, which evaporates. The organic material is digested rather than covered up. This is not a fragrance program, and it is the reason the odor does not come back a few hours after the yard is cleaned.

Application

- The product is diluted per the manufacturer's directions. For a pump-type or manual sprayer, that is a 15:1 water-to-product ratio. On a multi-use sprayer, the sprayer is set to the manufacturer's dilution letter.

- Solid waste is always picked up and removed before the product is applied. The label calls for it. Applying product over solids wastes the product and defeats the purpose.
- The affected area is saturated thoroughly. A light misting of the surface does not do the job and is not how the product is used here.
- The treated area is allowed to dry before dogs are returned to it.
- After the first application the surface is lightly re-wetted. The longer the surface stays wet, the longer the bacteria stay active and the more effective the treatment is. That re-wetting step is part of the written procedure, not an optional extra.

Schedule

- After each outdoor rotation: spot treatment of any area where a dog has relieved itself, after the solids have been picked up and bagged.
- At closing each day: the full yard is rinsed and treated.
- Weekly: a heavier scheduled treatment of the full yard, including the curb line, the stepping stone path, the base of the fence and the waste station.
- Indoors, the same bio-enzymatic approach is used on kennel runs, play area floors and the grooming area on the schedule in Section 6, ahead of the disinfectant step.

5. Disinfection and Antiseptic Program

The enzymatic product and the disinfectant do two different jobs, and both are used. The enzymatic product breaks down organic residue and the odor that comes with it. The disinfectant kills pathogens. Neither one substitutes for the other, and running only one of them is a common mistake in this industry. The operator runs both, on schedule.

- A veterinary-grade disinfectant is used on the indoor kennel runs, the daycare play area floors, the private rooms and suites, the grooming surfaces and the bathing tubs, on the cleaning schedule in Section 6.
- Label contact times are observed. A disinfectant wiped off before its contact time has elapsed has not disinfected anything, and staff are trained on that specifically.
- Surfaces are rinsed and dried before animals are returned to the area.
- Products are non-toxic, pet-safe and selected for animal care occupancies.
- Safety data sheets for every product used on site are kept at the facility and are available to the City on request.
- Each application is logged, and the disinfectant log is kept with the cleaning log and the bio-enzymatic application log.

6. Cleaning Schedule and Products

Area	Frequency	Method and Products
Outdoor pet turf	Continuous spot-cleaning; rinse at the end of each	Immediate solid waste pickup; rinse with the K9Grass flushing system; EcoStrong Outdoor

	rotation and again at closing	Odor Eliminator bio-enzymatic treatment, applied per Section 4
Outdoor turf deep clean	As required, and not less than once per week	Full flush and deep clean of the turf and the AirGrid plane per the ForeverLawn maintenance instructions; seams, edges and flow-through performance checked at the same time
Outdoor waste station	Liner replaced daily; can emptied as needed through the day	Liner removed and sealed; can washed and deodorized weekly; bag dispenser restocked daily and lock checked
Landscape and dry well area at the rear of the enclosure	Weekly inspection	Clear leaves and debris off the grass surface; check for ponding; confirm the area is percolating and the grass surface remains below the top of curb
Type D curb line and base of fence	Weekly	Rinse and treat the curb line and the base of the fence; confirm the curb is clear of debris that could hold material against it
Outdoor enclosure fence, gates and perimeter	Weekly	Wash down with pet-safe detergent; inspect for residue and staining
Indoor play areas (small, medium and large dog daycare)	Spot-cleaned continuously; full clean at midday and at closing	Immediate waste pickup; bio-enzymatic cleaner followed by veterinary-grade disinfectant with the label contact time observed
Boarding and kennel runs	Daily, and immediately as needed	Waste removal, wash down, bio-enzymatic cleaner and veterinary-grade disinfectant; bedding laundered daily
Private rooms and separate private suites	Daily, and again after each occupancy	Waste removal, wash down, bio-enzymatic cleaner and veterinary-grade disinfectant; bedding laundered between occupants
Grooming area, bathing tubs and cage dryers	After each appointment	Surface and tub sanitizing with veterinary-grade disinfectant; hair and debris collected and bagged
Reception, lobby and retail display	Daily	General cleaning and sanitizing of floors and surfaces
Waste container inside the tenant space	As required, and not less than once per week	Wash and deodorize the container; verify the lid seal and that the container remains leak-proof

All cleaning products used are non-toxic, pet-safe, and appropriate for animal care occupancies. Safety data sheets are maintained on site. Cleaning is logged daily and the log is available to the City on request.

7. Odor Control

- Immediate waste removal is the primary odor control measure. Odor from a facility like this one is a function of waste dwell time more than of anything else, and the operator's rule is simply that nothing sits. Solid waste is picked up the moment it is deposited, indoors and out, and it is double-bagged and sealed where it is picked up. Every other measure in this section is secondary to that one.
- The tenant space is served by a dedicated HVAC, ventilation and filtration system specified for boarding and animal care occupancies, providing frequent air changes and filtration of airborne particulates and pathogens.
- Bio-enzymatic cleaners break down organic residue rather than masking it, and are used indoors and out on the schedule in Sections 4 and 6.
- Exterior doors and gates remain closed except for animal and staff passage, which contains interior air and odor.
- The outdoor turf is infill-free with a flow-through backing, so there is no infill layer holding waste and odor at the surface, and it carries AlphaSan antimicrobial protection to inhibit the microbes found in fecal matter. The turf was selected for that reason.
- Bagged waste is sealed and stored in a lidded, leak-proof container inside the tenant space. It is not stored outdoors, it is not stored in the outdoor yard, and it does not sit in an exterior trash enclosure between hauler pickups.
- Location helps, and it is worth stating. The outdoor enclosure faces the Publix at Westlake service and loading area to the east, across the S.I.D. drainage and retention area and behind the six-foot concrete wall and landscape buffer along the east property line. There is no residential area, no outdoor dining area and no customer gathering area on the receiving side of this enclosure.

8. Pest Control

- Pest control is provided under a monthly contract with a licensed pest control operator covering the tenant space, the interior waste container area and the outdoor enclosure.
- Food and treats are stored in sealed containers off the floor.
- Service reports are retained on site and available to the City on request.
- Staff run a walk-through three to four times each day, approximately every two to three hours, covering sanitation, surface condition, odor and any sign of pests. That daily walk-through is separate from, and in addition to, the licensed pest control operator's monthly contract service.
- Any pest issue identified during a staff walk-through is reported to the contractor for service within 48 hours.

9. Facility Maintenance Schedule

Item	Frequency	Scope
Enclosure fence and gates	Monthly inspection	Verify fence integrity, no gaps at grade, magnetic gate latches operating and gates swinging clear to the outside, panels undamaged
Shade sails and quick-release hardware	Quarterly, before the start of hurricane season, and after any named storm	Inspect fabric, steel cables, eye bolts, quick-release mechanisms, post footings and the tilt-wall anchors. Take the sail fabric down and store it inside the tenant space ahead of a named storm or high-wind event, and re-hang only after the event and after the hardware has been inspected. The facility remains open and cares for boarded animals through the event, so the yard, the waste station and the enclosure are returned to service as soon as the post-event inspection is complete.
Artificial turf and AirGrid	Quarterly inspection; replace per manufacturer's service life	Check seams, edges, flow-through performance and antimicrobial condition; deep clean as required and not less than weekly
Landscape dry well and #57 stone bed	Quarterly	Inspect for ponding or slow percolation; clear surface debris; confirm the finished grass surface remains below the top of curb; confirm the trench wrap / soil separator fabric has not been exposed or damaged
Type D curb line	Quarterly	Confirm the curb is intact and runs along the perimeter of the proposed dry well at the rear of the enclosure, with no crack, gap or breach that would allow flow to escape the enclosure
HVAC, ventilation and filtration	Filters monthly; service semi-annually	Filter replacement and system service by licensed contractor
Acoustic panels, ceiling baffles and sprayed deck insulation	Monthly inspection; clean quarterly	Check attachment and condition of panels and baffles; check the sprayed deck insulation for damage, delamination or overspray loss; clean per manufacturer's instructions; replace damaged units
Interior floors, coatings and drains	Monthly inspection	Check for cracking, failed sealant or standing water; repair promptly
Kennel runs, gates and latches	Monthly	Verify secure latching and no sharp edges or damage
Waste container inside the tenant space	Monthly	Verify lid seal and container condition, and confirm the container remains leak-proof and inside the tenant space
Exterior lighting serving the enclosure	Quarterly	Verify operation and that no new light trespass is created

10. Responsibility, Records and Compliance

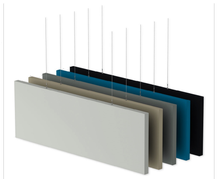
- The facility manager is responsible for implementing this plan and for maintaining all logs and service records.
- Records kept on site and available to the City on request include the daily cleaning log, the bio-enzymatic application log, the disinfectant application log, hauler service records, pest control service reports, and the maintenance inspection records for the enclosure fence and gates, the shade sails, the turf and AirGrid, the curb line and the landscape dry well.
- All staff are trained on this plan at hire and annually thereafter.
- A 24-hour contact number is posted at the tenant entrance and provided to the City and to adjacent tenants for any sanitation or odor concern. Complaints receive a same-day response and are logged with the corrective action taken.
- The Applicant has no objection to a condition of approval confirming that no animal waste, wash water or runoff from the outdoor yard discharges to the stormwater management system.

ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC CEILING BAFFLE

PRODUCT DESCRIPTION

Solve your echo and reverberation issues with an Acoustics America Acoustic Ceiling Baffle. These fabric-wrapped, sound absorbing vertical baffles are available in a wide array of colors, sizes and thicknesses, and give you the freedom to absorb excess ambient noise according to your design and aesthetic needs. By incorporating ceiling baffles, you can ensure your space not only looks appealing but also sounds much better.



PRODUCT FEATURES

Maximum performance: Our ceiling baffles are available in a 1" or 2" thick high-density (6 PCF) fiberglass core. The core is wrapped in acoustically transparent fabric to ensure optimal sound performance. The fiberglass core offers excellent absorption for your most demanding treatment applications.

More colors: We offer our ceiling baffles in a wide range of colors from our Acoustics America fabric line– *A vibrant spectrum of colors inspired by American landscapes.*

More sizes: Acoustic ceiling baffles are available in 6 sizes.

Multiple thicknesses: Our panels are available in two thicknesses for your unique treatment needs:
- 1" inch fabric-wrapped ceiling baffles are ideal for residential and light commercial applications.
- 2" thick acoustic baffles are optimal for heavy commercial spaces such as large gathering areas, music venues, restaurants and open office perimeters.
- A 2-inch thick baffle core will also help you achieve maximum absorption per square foot of space.

Mounting option: Each acoustic ceiling baffle includes 2 corkscrews. Suspend from your ceiling using our adjustable ceiling cloud hanging wire (sold separately). **Ceiling-side attachment hardware is not included.**

Safety and peace of mind: These panels are Class A fire rated (the highest rating possible) for use in indoor applications.

Proudly manufactured in the USA.

ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC CEILING BAFFLE

SOUND ABSORPTION AT VARIOUS FREQUENCIES						
Thickness	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz
Fiberglass 1" (.85 NRC)	0.14	0.27	0.80	1.11	1.14	1.14
Fiberglass 2" (1.15 NRC)	0.22	0.81	1.24	1.30	1.21	1.16

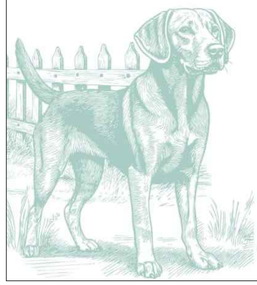
FIBERGLASS CORE: TECHNICAL INFORMATION AND SPECIFICATIONS	
Core	Acoustically Rated Fiberglass
Core Density	6 pounds per cubic foot (6 PCF)
Design	Frameless
Flammability Rating	Class A
Manufacturing Tolerance	+/- 1/4" from centerline
Architectural Product Reference	Sound absorbing ceiling unit
Fabric Material	Polyester Blend

Outdoor Stain & Odor Eliminator

Bio-Enzymatic

Family-owned and operated.

Made in the US.



Concentrated

Outdoor Odor Eliminator
Bio-Enzymatic Formula



BEFORE USE: Shake bottle vigorously. Remove pets and children from area before use. Remove solid waste. For best results, do not apply in direct sunlight as sunlit areas dry faster. The longer the treated areas stay damp, the more effective it will be.

Directions for EcoStrong Multi-Use Sprayer:
Pour undiluted Outdoor Odor Eliminator into the product sprayer's reservoir. Set dilution to the letter "D" (15:1) and follow directions included with sprayer. Do not pre-dilute Outdoor Odor Eliminator.

Directions for Pump Type & Manual Sprayers:
Use a 15:1 ratio of water to dilute Outdoor Odor Eliminator (1 gallon to 8oz).

Application Directions:
Step 1: Thoroughly saturate the affected area with diluted product, (product valve on & water valve on).
Step 2: Let dry before letting pets and children back into area.

For Best Results:
After first application, lightly over spray the area with water before it is dry. The longer the surfaces stay wet, the better. For strong odors repeat as necessary.

TO LEARN MORE

100% CUSTOMER : PROVEN & SATISFACTION GUARANTEE : POWERFUL

*Safe For Paws, People & Planet

Remove Outdoor Odors for Good
USE ON: Odors from urine, stool, vomit, skunks, garbage and more.
APPLY TO: Lawn, turf, patios, decks, concrete, stone and kennels.

LAWNS & TURF | CONCRETE & STONE | KENNELS & MORE

HOW IT WORKS:

1 Enzymes break up smelly waste
2 Natural bacteria consumes smelly waste
3 Bacteria converts waste to water and evaporates

Take back your yard today with EcoStrong.

INGREDIENTS: WATER, ENZYME-PRODUCING BACTERIA, PLANT-BASED SURFACTANTS, PLANT-BASED ODOR COUNTERACTANTS, LEMON EUCALYPTUS FRAGRANCE

WARNING: KEEP OUT OF REACH OF CHILDREN. Do not ingest. Wash hands thoroughly after each use. Keep out of eyes and/or open sores. May cause eye irritation. If irritation occurs, rinse eyes thoroughly with water for several minutes. If irritation persists, seek medical attention.

STORAGE: AVOID REPEATED FREEZING AND THAWING.

SUPPORT:
1-800-677-0577
info@ecostrong.com
ECOSTRONG.COM

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NON-TOXIC · SAFE FOR PETS · WHEN USED AS DIRECTED

MADE IN USA

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ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC PANEL

ODUCT DESCRIPTION

e your echo and reverberation issues with an Acoustics rica Acoustic Panel. These fabric-wrapped, sound rbing panels are available in a wide array of colors, sizes hicknesses, and give you the freedom to absorb excess ent noise according to your design and aesthetic needs. you mount these panels on your walls, you can listen ly to the sounds that matter.



ODUCT FEATURES

mum performance: Our panels are available with two ent core options: high-density (6 PCF) fiberglass and ck polyester. Both cores are wrapped in acoustically- parent fabric to ensure optimal sound performance. iberglass core offers excellent absorption for your most nding treatment applications. Polyester cores provide a veight, durable, and impact-resistant alternative that is for spaces requiring tackability and a soft aesthetic.

colors: We offer our panels in a wide range of colors s 4 fabric lines:
assic 700 Series – Timeless colors with a warm aesthetic
oustics America – A vibrant spectrum of colors inspired by American landscapes.
ilford of Maine Anchorage – Features a unique crepe texture often favored by designers
lts distinctive look.
ilford of Maine FR701 – Finely woven with a smooth texture, this designer-favorite fabric offers fined look.

sizes: These panels are available in 20 sizes, from 12" x 12" (1' x 1') all the way up to 120" x 48" (10' x 4').

iple thicknesses: Our panels are available in two thicknesses for your unique treatment needs:
inch panels are ideal for residential and light commercial applications.
thick acoustic panels are optimal for heavy commercial spaces such as large gathering areas, sic venues, restaurants and open office environments.
2 inch thick panel will also help you achieve maximum absorption per square foot of space.

iple mounting options: We offer two different mounting options, tailored to your application.
paling clips: Suitable for wall-mount applications. Easy to install and included with your order, default. Loctite Power Grab Adhesive is required for installation and screws are not included.
otofast™ Snap-On anchors: This mounting option is suited for both wall and ceiling direct-mount plications. This option does not require adhesive.

y and peace of mind: These panels are Class A fire rated (the highest rating possible) for use in indoor cations.

dly manufactured in the USA.

ACOUSTICS AMERICA

DATA SHEET
ACOUSTIC PANEL

SOUND ABSORPTION AT VARIOUS FREQUENCIES						
Thickness	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz
Fiberglass 1" (.85 NRC)	.14	.27	.80	1.11	1.14	1.14
Fiberglass 2" (1.15 NRC)	.22	.81	1.24	1.30	1.21	1.16
Polyester 1" (.75 NRC)	.06	.34	.68	.93	.98	.97

FIBERGLASS CORE: TECHNICAL INFORMATION AND SPECIFICATIONS	
Core	Acoustically Rated Fiberglass
Core Density	6 pounds per cubic foot (6 PCF)
Design	Frameless
Flammability Rating	Class A
Manufacturing Tolerance	+-1/4" from centerline
Architectural Product Reference	Sound Absorbing Wall Unit
Fabric Material	Polyester Blend

POLYESTER CORE: TECHNICAL INFORMATION AND SPECIFICATIONS	
Core	Polyester
Core Density	5 pounds per cubic foot (5 PCF)
Design	Frameless
Flammability Rating	Class A
Manufacturing Tolerance	+-1/4" from centerline
Architectural Product Reference	Sound Absorbing Wall Unit
Fabric Material	Polyester Blend

PC 500 No Mix Open Cell Spray Foam Insulation
Technical Data Sheet

PolyCon

Product Design

PolyCon 500 No Mix Open Cell Spray Foam Insulation is a Class A rated spray foam that provides applicators with high yield, low density cost savings along with reliable and consistent performance with a broad temperature application tolerance. **PC 500** is intended for interior envelopes of Type I-V buildings.

Product Use

PolyCon 500 No Mix Open Cell Spray Foam Insulation forms an air barrier in wall cavities and can be used to fill a variety of wall cavity stud thickness in a single pass application. **PC 500** adheres tenaciously to most building materials and will provide a seamless barrier against air infiltration for the life of the building.

Recommended Product Applications

- Commercial Interior Walls
- Commercial Exterior Walls
- Attic Floor
- Sound Proofing
- Under Roof Deck
- Residential Interior Walls
- Residential Exterior Walls
- Cathedral Ceilings
- Sealed Crawl Spaces
- Basement Walls

Physical Properties

Properties	Test Method / Requirements	Value
Aged R-Value	ASTM C518	3.9 @ 1"
Core Density	ASTM D1622	0.5 pcf
Open-Cell Content	ASTM D6226	93%
Tensile Strength	ASTM D1623	6.03 lb/in²
Air Permeance	ASTM D2178	0.019 L/s*m2@3.5", 75 Pa
Water Vapor Transmission @ 74°F, per inch	ASTM E96	26.76* @ 1" Class III @ 2.7" ***
Dimensional Stability: 28 days at 160°F, 100% RH	ASTM D2126 15% max by volume change	5.7%

*Climate Zones that require a Class II Vapor Barrier, apply 1.0 gallons / 100 SF (16 Wet Mils) of **No Burn® Plus ThB Spray Seal** in direct contact of PC 500. This application rate also qualifies as a 15-minute Thermal Barrier.

*** PC 500 has a permeance of less than 10 perms at a minimum thickness of 2.7 inches and qualifies as a Class III vapor retarder.

Material Shelf Life
Six (6) months when stored properly

PolyCon LLC
1755 Transcentral Court, Suite 400
Houston, Texas 77032

PolyCon 500 No Mix Open Cell Spray Foam Insulation can be applied over Spray-applied Fire-resistive Materials (SFRM) assemblies without affecting their performance or rating. *See Jensen Hughes Project Number 1AJP00272.000 Engineering Evaluation.*

ASTM Method E84	Class A (Class I)
Flame Spread (FSI)	<25
Smoke Development (SDI)	<450

NFPA 285 – Exterior Wall Assembly Compliance
Successfully evaluated under NFPA 285 for fire propagation performance in exterior wall assemblies with combustible components.

NFPA 286 - 15 minute Thermal Barriers

Product	Max on Walls	Max on Ceiling	Application Rate
Paint to Protect DC 315	10"	14"	14 Wet / 8 DFT
No Burn® Plus ThB	10"	14"	14 Wet / 9 DFT
Flame Control ® 60-60A	10"	14"	14 Wet / 9 DFT

Attics and Crawlspaces - Appendix X

Product	Max on Walls	Max on Ceiling	Application Rate
Paint to Protect DC 315	10"	14"	4 Wet / 3 DFT
No Burn® Plus ThB	10"	14"	6 Wet / 4 DFT
Flame Control ® 60-60A	10"	14"	6 Wet / 4 DFT

Unvented Attic

Credential	Substrate	
Appendix U - Bare Foam	Max Wall - 14"	Max Ceiling - 14"

Appendix U was unanimously approved and adopted into The International Residential Code for Unvented Attics. Appendix U provides a clear, concise and transparent path for spray applied foam plastic insulation for use in unvented attics without a code-prescribed ignition barrier.

Credentials & Approvals

IAPMO UES ER-959

GREENGUARD GOLD CERTIFIED

1-855-PC1-FOAM
www.polyconspf.com

PC 500 No Mix Open Cell Spray Foam Insulation
Technical Data Sheet

Recommended Processing Parameters

Mix Chamber	Maximum 02 / 5252
Ambient / Substrate Temp	40 -120°F / 4 - 49°C
Equipment Dynamic Pressure	1,000 - 1,500 psi
Preheat Temperature	115 - 145°F / 46 - 63°C
Drum Temperature	70 - 90°F / 21 - 32°C
Storage Temperature *No Sun Exposure*	60 - 90°F / 15 - 32°C

Thermal Barrier

IBC code requires that spray foam be separated from the interior of the building by an approved fifteen (15) minute thermal barrier, such as ½" gypsum wall board or equivalent, installed per manufacturers specifications, meeting local code requirements, or other protective layers tested as a composite configuration and system, that have passed third party audited testing by an approved laboratory. With the exception of applications to Band Joists / Rim Joists / Mudsills, up to 3.25" without the application of the code prescribed thermal barrier.

R-Value Chart ASTM C518

Thickness (in.)	R Value Total (H2h°F/Btu)
1	3.9
2	7.6
3	11
3.5	13
4	15
5	19
5.5	20
6	22
7	26
7.25	27
8	30
9	33
9.25	34
10	37
11	41
11.25	42
12	44
13	48
14	52
15	56
16	59

In case of Fire Extinguishing Media

Use dry chemical extinguishers such as mono Ammonium phosphate, potassium sulphate and potassium chloride. Additionally, use carbon dioxide, high expansion chemical foam or water spray for large fires.

Handling and Safety

Respiratory protection is Mandatory!
All precautions should be taken to avoid occupational exposure as well as protecting the working area to avoid unintended exposure by others. Supplied air and a NIOSH approved full face mask respirator must be used during the application as well as chemical safety goggles, protective, non-absorbent gloves and Tyvek suit properly secured around wrists to avoid any and all skin exposure.

Positive pressure ventilation of the work area is recommended to minimize the accumulation of vapors in the work area during the application. Improper application techniques of this foam system must be avoided. Any interior area, even with proper ventilation, should be considered a Confined Space and be treated with utmost precaution. Atomized vapors should not exceed TLV .02 parts per million of isocyanates. Avoid breathing vapors. Persons with known sensitivities or allergies should avoid exposure completely. If inhalation occurs, remove person from contaminated area and administer oxygen if having difficulty breathing. Call a physician immediately. Avoid contact with skin, eyes and clothing.

Open containers carefully, allowing any pressure in the container to be relieved safely. Any contact with material should be washed thoroughly with soap and water. Wash clothes before reuse.

Applicators should ensure the safety of the jobsite and construction personnel by posting appropriate signs warning all adjacent workers and trades to avoid the area. Ensure warning signs are visibly posted at job site that welding, soldering and torch cutting should take place no less than 45 feet from exposed in situ cured foam. If work must be performed, the polyurethane foam should be properly covered with an appropriate fire or welders blanket and fire watch should be provided.

A protection program developed by the Center for Polyurethanes Industry (CPI) is available for download at www.polyurethane.org. Spray Polyurethane Foam Alliance (SPFA) also provides significant safety resources at www.sprayfoam.org, or can be reached directly at 571-748-5003.

Jobsite Hazards

The potential results of improperly applied materials may include but not limited to excessive heat build-up which could result in a fire or offensive odors which may not dissipate over time and / or poor product performance due to improper density of the applied material.
This includes excessive thickness beyond recommended application passes, off ratio material, and spraying into rising foam. Large masses of sprayed materials should be avoided. If large masses are generated they should be removed from the area, cut into small pieces, wetted down and allowed to cool before disposal. Failure to follow this recommendation may result in a fire. It is recommended that a fire extinguisher be located in the work area to ensure easy access.

In Case of Spills or Leaks

- **Utilize appropriate personal protective equipment (PPE)**
- **Contain and cover spilled materials with loose, absorbent material such as Oil-Dry, Vermiculite, sawdust or Fuller's Earth**
- **Shovel absorbent waste material into proper waste containers**
- **Wash the contaminated area thoroughly with hot and soapy water**
- **Ventilate area to remove vapor**
- **Report sizable spills to proper environmental agencies**

Disclaimer
The data presented herein is not intended for use by non-professional applicators, or those persons who do not purchase or utilize this product in the normal course of their business. The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any application is the responsibility of the buyer. All guarantees and warranties as to the products supplied by PolyCon LLC shall have only those guarantees and warranties expressed in writing by the manufacturer. The buyer's sole remedy for any material claims will be against the applicator of the product. The aforementioned data on this product is to be used as a guide and is subject to change without notice. The information herein is believed to be reliable, but unknown risks may be present. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING PATENT WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE, ARE MADE BY POLYCON LLC WITH RESPECT TO OUR PRODUCTS OR INFORMATION SET FORTH HEREIN.
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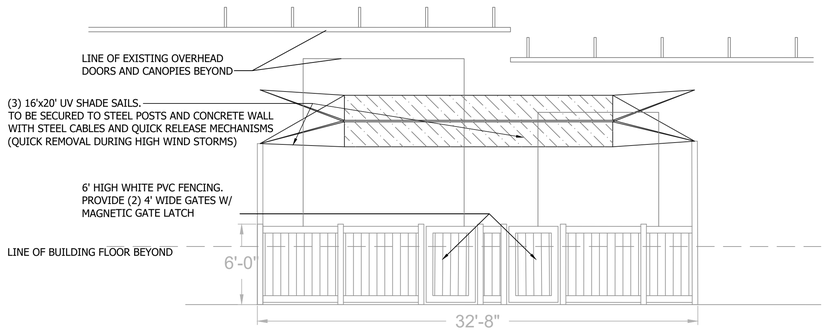
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PALM BEACH COUNTY

DRAWING ISSUE DATES:
08-28-2026

DETAILS

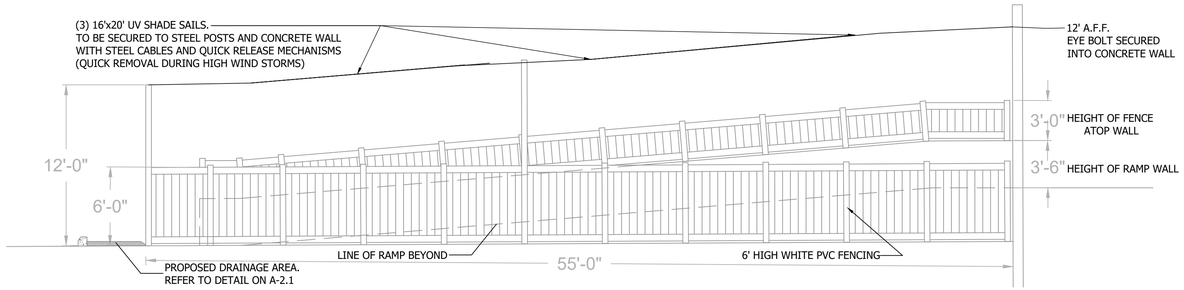
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A-2.2

PROJECT ---
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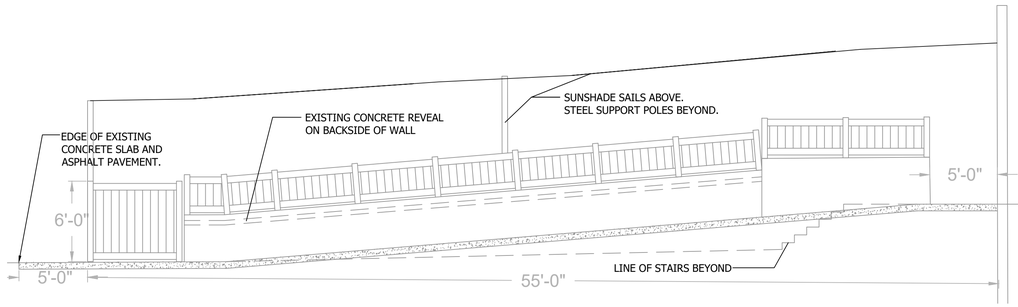
OUTDOOR YARD - EAST ELEVATION "D"

SCALE: 3/16" = 1'-0" | 05



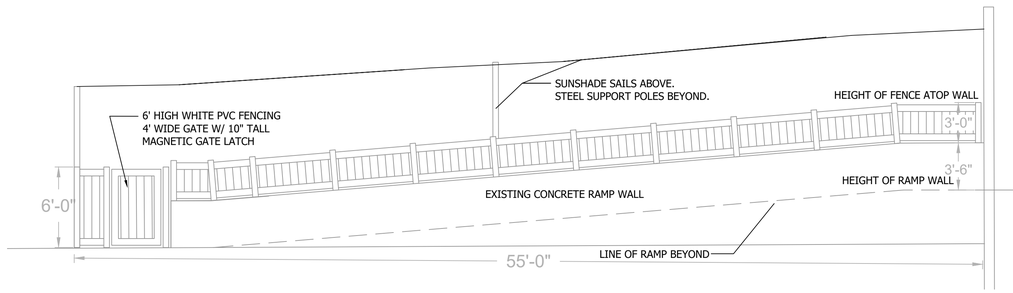
OUTDOOR YARD - NORTH ELEVATION "A"

SCALE: 3/16" = 1'-0" | 02



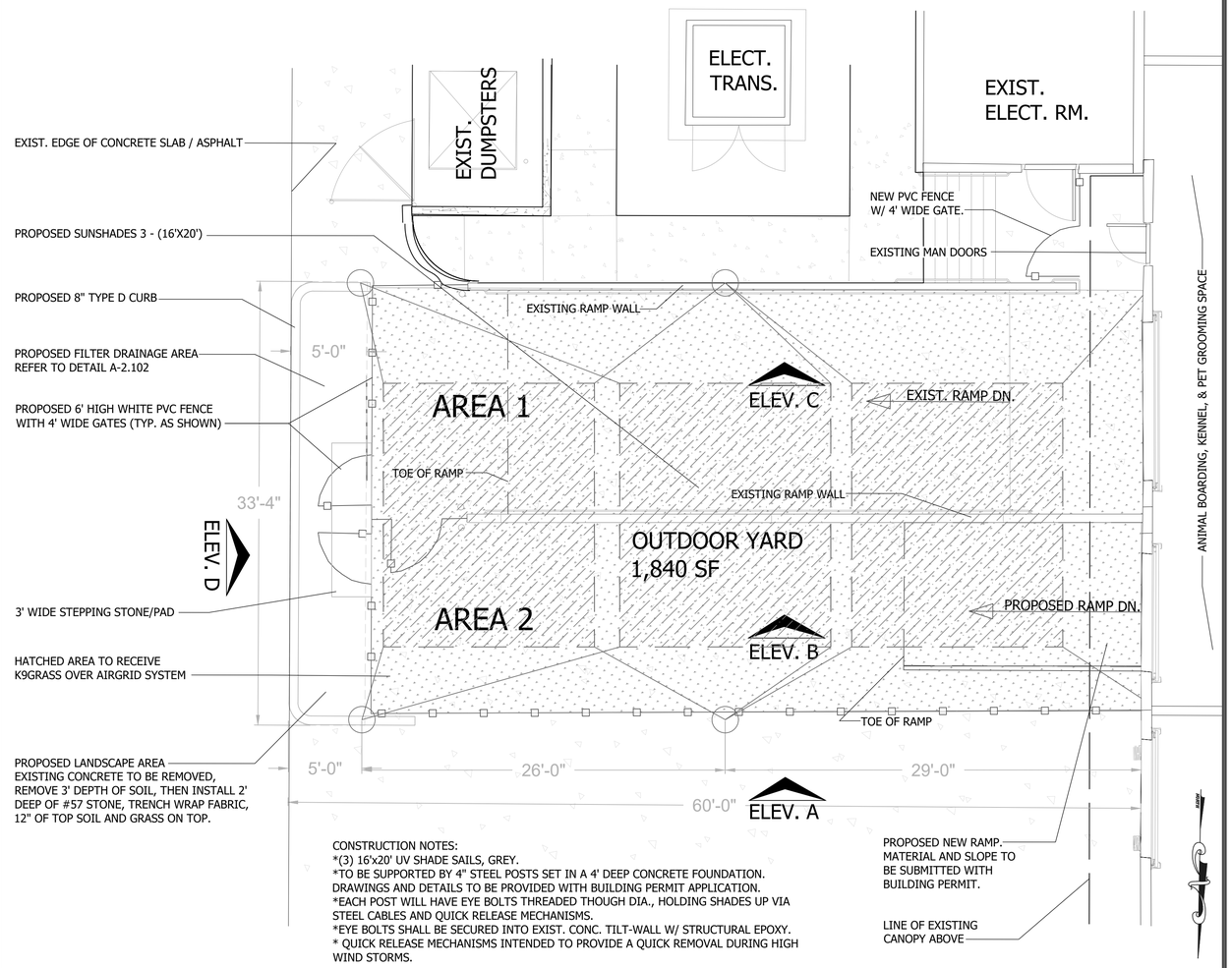
OUTDOOR YARD - INTERIOR ELEVATION "C"

SCALE: 3/16" = 1'-0" | 04



OUTDOOR YARD - INTERIOR ELEVATION "B"

SCALE: 3/16" = 1'-0" | 03



OUTDOOR YARD FLOOR PLAN

SCALE: 3/16" = 1'-0" | 01

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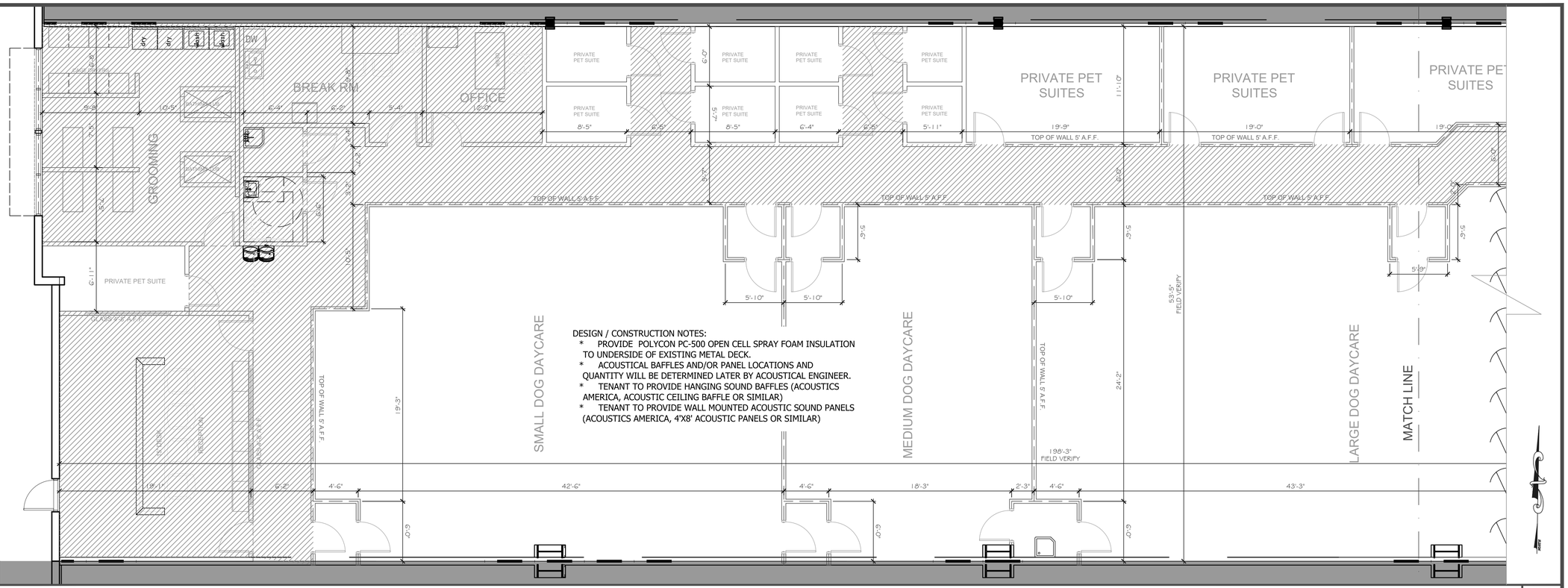
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OUTDOOR YARD PLANS

SHEET
A-1.1

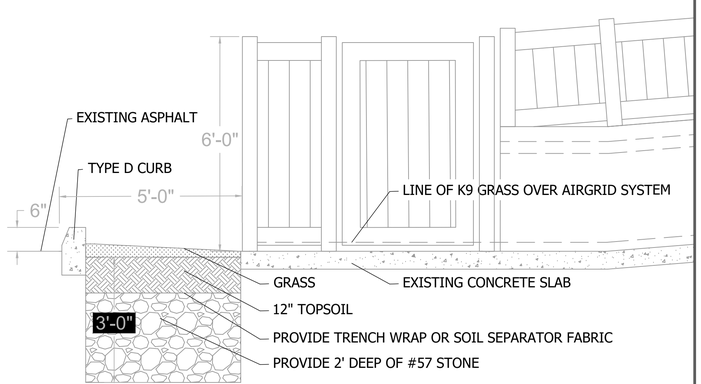
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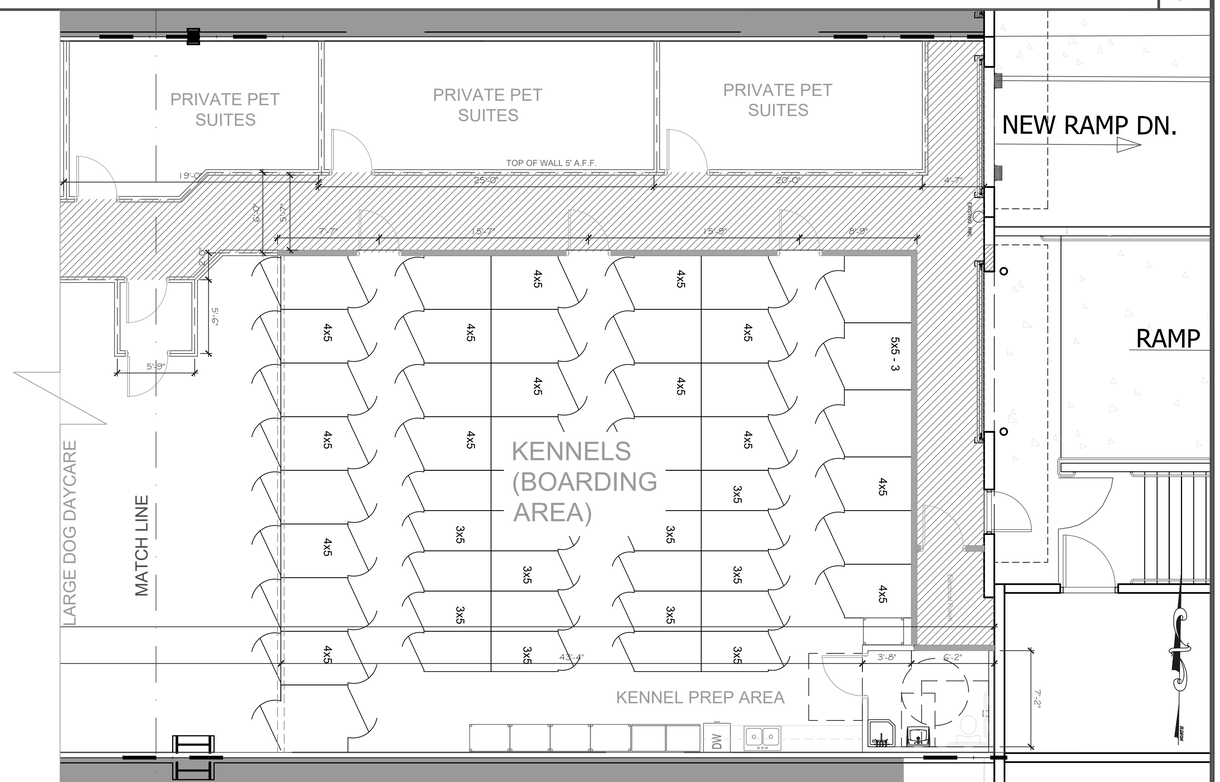
FLOOR PLAN - PARTIAL — SCALE: 3/16" = 1'-0" — 01

TOTAL TENANT INTERIOR SPACE =	10,855 SF
OFFICE AREAS:	
RECEPTION	475 SF
GROOMING AREA	438 SF
OFFICE/BREAKROOM	350 SF
CORRIDOR, RESTROOM & ELECT.	1,810 SF
SUB-TOTAL	3,073 SF
DAYCARE AREAS	5,347 SF
BOARDING AREAS	2,435 SF

OCCUPANCY CALCULATIONS — 03



DRAINAGE FILTER DETAIL - ENLARGED — SCALE: 1/2" = 1'-0" — 02



FLOOR PLAN - PARTIAL — SCALE: 3/16" = 1'-0" — 01

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08-28-2026

FLOOR PLAN

SHEET
A-2.1

PROJECT ---
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PERMIT NO. ----

LOW PROFILE DOG WASTE STATION WITH ROUND CAN

Parts List:

- Can (1)
- Post (1)
- Dispenser (1)
- Dispenser Keys (2)
- Hardware Pack (1)
- 400 BAGS
- 25 CAN LINERS

Included Hardware:

A — 3" Bolt (5)

B — Flat Washer (10)

C — Hex Nuts (5)





GALVANIZED SQUARE POST* (1)
*2 Post Sections 47" Each



DISPENSER (1)



DISPENSER KEYS (2)



400 BAGS



25 CAN LINERS



CAN (1)



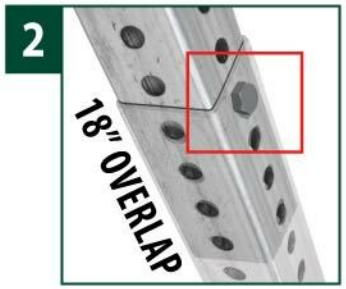
WARNING
Please Use Gloves When Handling and Installing Posts

PLEASE BE SURE TO TIGHTEN ALL NUTS AND BOLTS SECURELY

ASSEMBLY INSTRUCTIONS

1. **ALWAYS CHECK** for buried services (electric, water, gas phone, cable) before digging. Dig a post hole 14" deep. Pour in concrete.
2. **ASSEMBLE THE 2-PIECE POST** with 18" overlap. Use one 3" bolt (**A**) to secure the 2 sections together. Set and level the post in concrete footing. Allow cement to firmly set-up before attaching can and dispenser to post.
3. **ATTACH CAN**: Install 5" above ground; thread the 2 bolts (**A**) with 2 flat washers (**B**) through the can from the inside. Line up the bolts with holes in the post and tighten with nuts (**C**).
4. **INSTALL THE DISPENSER** 13" above the top of the can. Be sure to place washers (**C**) on the bolts as you bolt from the inside of the dispenser through to the post. Secure to post with nuts and washers.
5. **FILL DISPENSER** with bags – Install Can Liner.

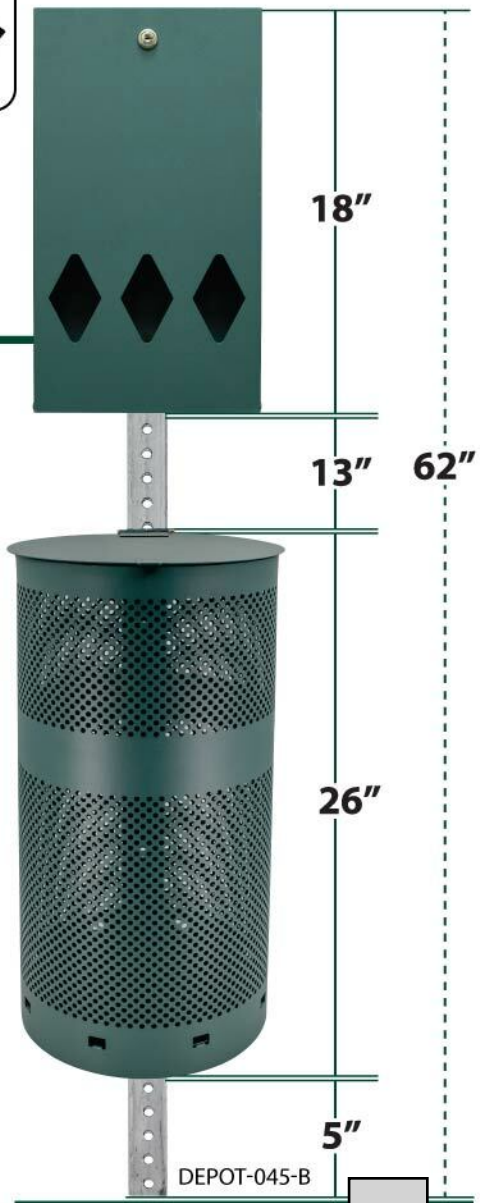












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NOISE MANAGEMENT PLAN

Dog Daycare, Boarding and Grooming — Unit 700 (Bay 3A)

James Business Park | 17035 Persimmon Boulevard West, Westlake, Florida

Submitted in response to Planning and Zoning Staff Comments #1, Item 11

August 28, 2026

1. Purpose

This Noise Management Plan describes the site, building and operational measures that will control animal noise generated by the proposed dog daycare, boarding and grooming facility, and demonstrates that the use will be compatible at the property line. It is submitted in support of Conditional Use application CU-2026-01 and responds to Staff Comment 11. Staff asked for specifications and locations for the proposed sound-absorption materials. Section 4 has been rewritten around the products actually specified on Sheet A-2.2 by GBM Architecture, PA.

2. Site Context

Site layout is the most effective noise control measure available on this property, and the tenant location was selected with that in mind.

- Unit 700 (Bay 3A) is located in the North Building, and the outdoor yard is on the east side of that building within an existing loading area.
- The 135,541-square-foot North Building sits between the outdoor yard and the western property line, so there is no direct line of sound from the outdoor area toward any residentially designated property.
- The nearest residential homes are a significant distance to the west, across Persimmon Boulevard and the M-2 canal.
- Immediately to the east, across the existing S.I.D. drainage and retention area and behind the six-foot concrete wall and landscape buffering along the east property boundary, is the Publix at Westlake service and loading area. That is a commercial loading and service environment, not a residential area, an outdoor dining area or a customer gathering area.
- The outdoor yard is enclosed by a solid six-foot white PVC privacy fence, which functions as a continuous barrier at the source rather than an open chain link enclosure. A solid barrier placed at the source is the most effective single piece of outdoor noise control available on a site like this one.
- Where the PVC fence sits atop the existing 3-foot-6-inch concrete ramp wall, the fence panel above the wall is 3 feet high. Along that run the combined barrier between the dogs and anything outside the enclosure is taller than six feet, and the lower portion of it is solid concrete.
- The enclosure sits down within the existing loading apron, below the level of the surrounding pavement at the ramp, which puts the source lower than the adjoining grade along part of the enclosure.

3. Sources of Noise

Source	Character and Control
Indoor barking in daycare play areas	Intermittent; controlled by acoustic treatment, group sizing, staff redirection and rest rotations
Indoor barking in boarding and kennel areas	Primarily at intake and feeding; controlled by acoustic treatment, individual runs and routine
Outdoor barking during rotations	Short duration, limited group size, supervised, limited to 5:00 a.m. – 11:00 p.m.; solid fence at the source
Mechanical equipment	Roof-mounted units screened by the existing building parapet; no new ground-mounted equipment is proposed. The wall-mounted fan note that appeared on an earlier tenant drawing has been removed, and no new exterior mechanical equipment is proposed in the outdoor yard.
Customer activity	Vehicle arrivals and departures at the tenant entrance; equivalent to existing tenant activity

4. Interior Acoustic Treatment

Two surfaces drive the interior acoustic design in a building of this type. The first is the ceiling plane, which here is the underside of an existing fluted metal deck and is by far the largest hard reflective surface in the space. The second is the wall surface in the rooms where dogs are actually held. The treatment specified on Sheet A-2.2 addresses both, and it is the same combination the operator has built at its existing Palm Beach County facilities.

Spray-applied ceiling insulation

PolyCon PC 500 No Mix Open Cell Spray Foam Insulation is specified, spray-applied at a thickness of 2 inches to the underside of the existing metal deck. This is the K-13 style spray-applied product the operator has used at its other locations, where it was applied at the same 2-inch thickness to the underside of the fluted metal deck over the boarding, play and meet-and-greet areas. Applying the material directly to the deck treats the entire ceiling plane rather than a partial area, and it removes the hard reflective surface that would otherwise sit above every dog in the building. Sheet A-2.1 carries the note “PROVIDE POLYCON PC-500 OPEN CELL SPRAY FOAM INSULATION TO UNDERSIDE OF EXISTING METAL DECK.”

The specified product carries the following ratings: Class A / Class I per ASTM E84; Flame Spread Index less than 25; Smoke Developed Index less than 450; density of 0.5 pounds per cubic foot; IAPMO UES evaluation report ER-559. It satisfies NFPA 285 exterior wall assembly requirements and the NFPA 286 15-minute thermal barrier requirement.

Wall-mounted acoustic panels

Acoustics America acoustic wall panels are specified at 4 feet by 8 feet, wall mounted. The panels are frameless, with an acoustically-rated fiberglass core at 6 pounds per cubic foot density, a polyester-blend fabric facing and a Class A flammability rating. Sound absorption is NRC 0.85 for the 1-inch fiberglass panel, NRC 1.15 for the 2-inch fiberglass panel, and NRC 0.75 for the 1-inch polyester panel.

The octave band sound absorption coefficients for the 2-inch fiberglass panel are:

125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	NRC
0.22	0.81	1.24	1.30	1.21	1.16	1.15

The reason the panel choice matters is in those numbers. Dog barking carries most of its energy in the mid and upper frequencies, from roughly 500 Hz through 4000 Hz. The 2-inch fiberglass panel is absorbing at or above 1.16 across that entire range, which is where the noise actually is.

Suspended acoustic ceiling baffles

Acoustics America suspended acoustic ceiling baffles are specified where added absorption is needed below the sprayed deck. The baffles use the same 6 PCF acoustically-rated fiberglass core and carry the same Class A flammability rating, at NRC 0.85 for the 1-inch baffle and NRC 1.15 for the 2-inch baffle. A baffle is exposed on both faces, so it works on sound arriving from more than one direction, which is what is needed in a tall open room with hard side walls. Sheet A-2.1 carries the note that the tenant is to provide hanging sound baffles and wall-mounted acoustic sound panels of this type.

Specification by location

Location	Treatment	Product and Specification	Performance
Daycare play areas: small dog, medium dog and large dog rooms	Spray-applied ceiling insulation to the underside of the existing metal deck	PolyCon PC 500 No Mix Open Cell Spray Foam Insulation, 2-inch thickness	Class A / Class I per ASTM E84; FSI <25; SDI <450; 0.5 pcf; IAPMO UES ER-559
Daycare play areas: small dog, medium dog and large dog rooms	Wall-mounted acoustic panels	Acoustics America 4' x 8' acoustic panels; 6 PCF fiberglass core; frameless; polyester-blend fabric	NRC 0.85 (1" fiberglass); NRC 1.15 (2" fiberglass); NRC 0.75 (1" polyester); Class A
Daycare play areas	Suspended acoustic ceiling baffles	Acoustics America acoustic ceiling baffles; 6 PCF fiberglass core	NRC 0.85 (1"); NRC 1.15 (2"); Class A
Boarding areas and kennel runs (4'x5', 3'x5' and 5'x5' runs) and kennel prep area	Spray-applied ceiling insulation, plus wall-mounted acoustic panels	PolyCon PC 500 at 2 inches to the deck; Acoustics America 4' x 8' panels	Class A throughout; panels NRC 0.85 (1") / NRC 1.15 (2")
Boarding areas and kennel runs	Suspended acoustic ceiling baffles	Acoustics America acoustic ceiling baffles; 6 PCF fiberglass core	NRC 0.85 (1"); NRC 1.15 (2"); Class A
Eight private rooms and the separate private suites (top of wall 5'-0" A.F.F.)	Spray-applied ceiling insulation over the rooms, plus wall-mounted acoustic panels within each room	PolyCon PC 500 at 2 inches to the deck; Acoustics America 4' x 8' panels	Class A throughout; panels NRC 0.85 (1") / NRC 1.15 (2")

Grooming area (two bathing tubs and cage dryers)	Spray-applied ceiling insulation, plus wall-mounted acoustic panels	PolyCon PC 500 at 2 inches to the deck; Acoustics America 4' x 8' panels	Class A; panels NRC 0.85 (1") / NRC 1.15 (2")
Demising walls to the adjoining bay, and the tenant entry	Full-height demising construction with sound-absorbing materials and mats on the wall; solid-core, self-closing entry door with sweeps and seals	Designed at construction documents to meet all applicable requirements, including fire separation between tenant spaces	Full height, sealed at head and jambs

The demising walls and tenant separations will be designed to meet all applicable requirements, including fire separation between tenant spaces, and will incorporate the sound-absorbing materials and mats described in this plan. The assemblies are confirmed at construction documents.

The data sheets provided on Sheet A-2.2 are representative of the products to be installed. Comparable products of equivalent type and performance may be substituted, and final selection, locations and quantities are confirmed by the acoustical engineer at construction documents.

Sheet A-2.1 carries this design and construction note, and it governs the final layout: “ACOUSTICAL BAFFLES AND/OR PANEL LOCATIONS AND QUANTITY WILL BE DETERMINED LATER BY ACOUSTICAL ENGINEER.” The products and their rated performance are fixed and are shown on Sheet A-2.2. The locations and the quantities are set by the acoustical engineer and are submitted with the construction documents. We have deliberately not stated a coverage percentage or a baffle count in this plan, because the acoustical engineer has not yet confirmed one and we are not going to put a number in front of the City that the construction documents may not match.

This combination is not theoretical. The operator has built out its existing Palm Beach County facilities with the same spray-applied ceiling insulation and the same wall-mounted acoustic panels, and has operated those facilities without a noise complaint. That track record is the reason this combination is specified here rather than something assembled for this application.

One condition of the space is worth noting because it explains why the ceiling plane carries so much of the work. The interior partition walls in the play and kennel areas stop at 5 feet above finished floor at top of wall, and the reception glass runs from 4 feet to 8 feet above finished floor. Because the partitions are open above, the sprayed deck and the suspended baffles are doing the job a full-height partition would otherwise do, which is why the spray insulation is applied continuously across the deck rather than room by room.

All acoustic materials will be non-porous or sealed, cleanable, and rated for animal care occupancies. Panels are mounted above dog reach where practical and are inspected and cleaned on the schedule in the Odor, Sanitation, Animal Waste and Facility Maintenance Plan.

The applicant/owner's interest

It is worth noting who stands behind this. Nobody has a stronger interest in this use being compatible than James Business Park, LLC. The owner, Jamlyn Supply, owns and manages this building and its other

tenancies, and the owner is the party who bears the consequence if a tenant creates a nuisance for its neighbors. This tenancy was underwritten with that in mind. Beyond that, the surrounding context is an industrial and service environment. No residential receptor has a line of sight or a direct line of sound to this tenancy, and there are very few people in the immediate vicinity who could be disturbed. The compatibility question here is being managed by the party with the most at stake in getting it right, in about as forgiving a setting for this use as exists in the City.

5. Door and Gate Protocol

- All exterior doors and gates remain closed at all times except for animal and staff passage. This is a standing written rule, posted at each opening and covered in staff training.
- Access between the tenant space and the outdoor yard is through the existing man door. No new building doors are proposed and no change is made to the building. The man door is self-closing.
- Four gates serve the enclosure, all of them part of the fence rather than the building: one from the man door landing into the play area, one internal gate dividing the large dog play area from the small dog play area, and two 4-foot maintenance gates with 10-inch magnetic latches opening from the rear drive aisle, one into each play area. All are self-latching, are opened one at a time, and are latched at all times except during passage.
- The two maintenance gates are for occasional maintenance access only and are never used for animal movement or daily operations.
- The divided yard is itself a noise control. Size-separated groups mean smaller groups outside at any one time and less of the reactive, group-wide barking that a single mixed pen produces.
- The overhead door is used for animal passage via the proposed ramp.

6. Operational Controls

- Play groups are sized and separated by dog size and temperament.
- Staff redirect a barking dog immediately using training and enrichment techniques rather than allowing sustained barking.
- A dog that barks persistently is removed from the group to an individual area.
- A dog that cannot be managed within these controls is excluded from the facility; owners are advised of this at intake.
- Group play is rotated with scheduled rest periods to reduce over-stimulation.
- Outdoor rotations are limited in group size and duration and are confined to 5:00 a.m. to 11:00 p.m., with use outside that window limited to emergencies.
- Feeding and intake routines are staggered to avoid group-wide barking events.
- Overnight, boarded dogs are housed in individual runs with lights dimmed and ambient sound masking, which is the operator's standard practice at its existing locations.

7. Compliance at the Property Line

The Applicant will comply with the City's applicable noise regulations at the property line. Compliance is achieved through the combination of building separation, the solid enclosure fence, interior acoustic treatment, restricted outdoor hours, limited outdoor group sizes, and continuous staff supervision described above. Because the outdoor yard is shielded from the west by the North Building and faces a commercial service and loading area to the east, no sensitive receptor has a direct line of sound to the source.

8. Complaint Response Protocol

Step	Action
1. Receipt	Complaints may be made to the facility manager during business hours or to the posted 24-hour contact number at any time. The City may use either.
2. Acknowledgement	The manager acknowledges the complaint the same day it is received.
3. Investigation	The manager investigates on site, identifies the source, and documents conditions at the time of the complaint.
4. Corrective action	Immediate corrective action is taken: group size reduced, dog removed to an individual area, rotation suspended, opening closed, or dog excluded from the facility.
5. Follow-up	The manager reports back to the complainant, and to the City if the City forwarded the complaint, describing the action taken.
6. Logging	Every complaint, investigation, corrective action and follow-up is recorded in a written log maintained at the facility and available to the City on request.
7. Escalation	Repeat complaints from the same source trigger a review of operations by the operator's corporate management and a written response to the City.

Responsible party: Facility Tenant – “Dog Unleashed”. A 24-hour contact number will be posted at the tenant entrance and provided to the City and to adjacent tenants.

9. Training and Monitoring

- All staff are trained on this plan at hire and annually thereafter.
- The door and gate rule, group sizing limits and outdoor hours are posted at each play area and at each opening.
- The facility manager conducts a documented monthly walk-through covering acoustic panel and baffle condition, the condition of the sprayed deck insulation, door and gate closers and latches, and adherence to group sizing and rotation limits.
- This plan is updated whenever operations, layout or acoustic treatment change.

POINT OF COMMENCEMENT
NORTHWEST CORNER OF
SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
N: 884612.3300 - E: 880484.6585
NAD83 (2007 ADJUSTMENT)

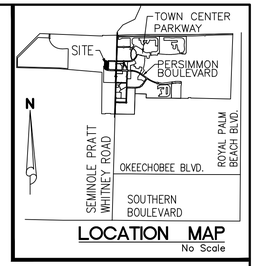
NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY CORNER-TALLAHASSEE MERIDIAN"
BRASS DISK "10' EAST" SET IN CONCRETE FOUND 10' EAST ON SECTION LINE
N: 884626.7147 - E: 886137.1629
NAD83 (2007 ADJUSTMENT)
CERTIFIED CORNER RECORD #107597

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

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

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

SCALE 1" = 100'



LOCATION MAP
No Scale

N 89°51'07" E 372.13'
N 89°51'16" E 5280.40'
NORTH BOUNDARY OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
S 00°59'07" W 349.11'
N 00°19'31" W 3574.02'
N 53°35'53" E 6073.06'
EAST LINE OF SECTION 1, TOWNSHIP 43 S. RANGE 40 E
RANGE 40 41 RANGE
M-CANAL
M-CANAL 250' CITY OF WEST PALM BEACH RIGHT-OF-WAY (D.B. 1156, PG. 58)
250'
S87°46'28"E 370.84'
SOUTHERLY BOUNDARY OF M-CANAL
N88°36'57"E 1406.04'
WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 1544, PG. 378) (R.P.B. 4, PG. 34)
S01°42'52"W 3416.52'
WEST LINE OF SECTION 1, TOWNSHIP 43 S, RANGE 40 E
UNPLATTED
TRACT "C" (MINTO)
20.0' D.E.
20.0' D.E.
UNPLATTED (VACANT)
10.0' U.E.
TRACT "B" (MINTO)
10.0' U.E.
NORTHERLY LINE OF RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)
S88°17'08"E 39.54'
S75°52'41"E 51.16'
S88°17'08"E 304.46'
N46°42'52"E 40.00'
N01°42'52"E 11.00'
TOWN CENTER PARKWAY SOUTH - WEST
(RIGHT-OF-WAY / WIDTH VARIES)
TRACT "A" (S.I.D.)
(P.B. 132, PG. 57)
105.00'
116.00'
FCM LB7768 (TYP.)
FCM LB7768 (TYP.)
SITE BENCHMARK
SET 1/2" IRON ROD AND CAP "TRAV LB 7768"
ELEV=+ 19.34 NAVD88
ZONE "X"
N01°42'55"E 262.90'
S02°00'00"W 797.73'
N14°10'08"E 51.16'
R=2036.00'
L=38.70'
D=1°05'21" (RADIAL)
N86°52'24"W
N39°56'41"W 16.66'
R=1963.99'
L=193.87'
D=5°39'21"
N00°17'08"W 53.59'
WEST LINE OF ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 10289, PG. 488)
NORTHERLY MOST CORNER OF ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 10289, PG. 488)
100.00'
142.00'
10.00'
112.00'
142.00'
S01°42'52"W 280.00'
SEMINOLE-PRATT WHITNEY ROAD (WIDTH VARIES) S 01°42'52" W (CENTERLINE)
S02°59'15"W 540.13'
100' R/W PER (O.R.B. 1544, PG. 378 AND R.P.B. 4, PG. 34)
WEST ADDITIONAL RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD (O.R.B. 10289, PG. 488)
80' RURAL PARKWAY EASEMENT (O.R.B. 27898, PG. 1321)
GROVE MARKET PLAT (P.B. 82, PG. 67)
WESTERLY LINE OF 80' RURAL PARKWAY EASEMENT (O.R.B. 27898, PG. 1321)
RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)
NORTHERLY LINE OF RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)
NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD WEST (P.B. 129, PG(s). 129-130)
N78°05'58"W 51.20'
S46°42'45"W 14.54'
N88°17'15"W 440.37'
S00°26'29"W 74.68'
PERSIMMON BOULEVARD (O.R. 10202, PG. 430)
N89°33'31"W 77.68'
N88°17'15"W 40.00'
RIGHT-OF-WAY PARCEL 103 (O.R.B. 28479, PG. 822)
WESTERLY BOUNDARY OF R/W, PARCEL 101 (O.R.B. 28479, PG. 822)
80' RURAL PARKWAY EASEMENT (O.R.B. 27898, PG. 1321)
RIGHT-OF-WAY PARCEL 101 (O.R.B. 28479, PG. 822)
M-2 CANAL
DECLARATION OF EASEMENT INDIAN TRAIL WATER CONTROL DISTRICT M-2 CANAL (OUTFALL), (O.R. 1687, PG. 1749), AND PER PARTIAL ASSIGNMENT TO PALM BEACH COUNTY (O.R. 22620, PG. 1890)
NORTH BOUNDARY LINE OF PERSIMMON BOULEVARD WEST-REPLAT (P.B. 129,PG(s). 129-130)
R=394.00'
L=97.45'
D=14°10'18"
N83°27'17"E 36.13' CL
20'D.E.
TRACT "B" (S.I.D.) (P.B. 132, PG.55)
N05°30'00"W 50.69'
S04°00'00"W 88.23'
ZONE "X"
R=1101.50'
L=22.29'
D=1°09'33"
R=125.50'
L=40.93'
D=18°41'17"
R=66°43'33"
R=405.00'
S01°42'52"W 62.63'
S04°00'00"W 90.00'
R=1000.00'
L=34.91'
D=2°00'00"
S02°00'00"W 50.84'
R=50.00'
L=37.08'
D=42°29'36"
74.34'
S89°29'36"W 179.16'
S44°29'36"W 16.30'
N88°17'15"W 27.23'
S44°29'36"W 29.47'
N88°17'15"W 15.06'
N88°17'15"W 89.40' (TOTAL)
S89°29'36"W 48.11'
ASPHALT ROAD
PERSIMMON BOULEVARD WEST (RIGHT-OF-WAY / WIDTH VARIES)
PERSIMMON BOULEVARD WEST - REPLAT (P.B. 129, PG(s). 129-130)
CURB (TYP.)
TRACT M-2 (P.B. 129, PG(s). 129-130)
LIMIT OF PERSIMMON BOULEVARD WEST CONSTRUCTION
WESTLAKE POD G SOUTH- WEST (P.B. 132, PG. 55)
TRACT "A"
W.M.T. #1 (S.I.D.)
S02°00'00"W 800.00'
EARTHWORK TO BRING PAD TO GRADE IS NEAR COMPLETION OR JUST COMPLETED. THE PAD GRADES SHOWN HEREON ARE DATED OCTOBER 07, 2021.
EASTERLY LINE OF WESTLAKE POD G SOUTH-WEST (P.B. 132, PG. 55)
SHOPPING CENTER (UNDER CONSTRUCTION)
SITE BENCHMARK
SET 1/2" IRON ROD AND CAP "TRAV LB 7768"
ELEV= +19.02 NAVD88
TOP OF BANK (TYPICAL)
SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 43 S., RANGE 40 E.
NORTH BOUNDARY OF SECTION 12, TOWNSHIP 43 S., RANGE 40 E.
NORTHEAST CORNER OF SECTION 11, TOWNSHIP 43 S, RANGE 40 E
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY CORNER-TALLAHASSEE MERIDIAN"
N: 879901.1924, E: 880403.6464
CERTIFIED CORNER RECORD #107586
ZONE "AE" (EL 18.5)
WESTLAKE POD H (P.B. 129, PG(s). 135 - 137)

LEGEND

P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
R.P.B.	ROAD PLAT BOOK
D.B.	DEED BOOK
O.R./O.R.B.	OFFICIAL RECORDS BBOOK
PG./PG(s)	PAGE(s)
NAD	NORTH AMERICAN DATUM
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
P.B.Co.	PALM BEACH COUNTY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
TYP.	TYPICAL
WMT	WATER MANAGEMENT TRACT
EL	ELEVATION
℄	CENTERLINE
1-43-40	SECTION-TOWNSHIP-RANGE
R	RADIUS
L	ARC LENGTH
D	DELTA ANGLE
R/W	RIGHT-OF-WAY
S.I.D.	SEMINOLE IMPROVEMENT DISTRICT
S.W.C.D.	SEMINOLE WATER CONTROL DISTRICT
LB	LICENSED BUSINESS
FCM	FOUND CONCRETE MONUMENT
PRM	PERMANENT REFERENCE MONUMENT
◉	PERMANENT CONTROL POINT
□	FOUND 4"x4" CONCRETE PERMANENT REFERENCE MONUMENT "LB 7768" UNLESS OTHERWISE NOTED

Location of reading
248
Spot Elevation

OTHER SURVEYOR'S NOTES:

1) THERE IS OBSERVED EVIDENCE OF CURRENT EARTH MOVING AT THE TIME OF SURVEY.

2) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES AT THE TIME OF SURVEY.

3) THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

4) THERE IS NO OBSERVED EVIDENCE OF ENCROACHMENT UPON AN ADJOINING PROPERTY OR UPON ANY EASEMENT BURDENING THE PROPERTY.

5) PROPERTY ADDRESS: (NOT CREATED AT THIS TIME)

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

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

NOTE: ELEVATIONS SHOWN HEREON ARE IN FEET AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

MEAN SEA LEVEL = 0.00' (NAVD88)

NOTE: CONVERSION FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) = +1.47 FEET.

DESCRIPTION:

TRACT "A", POD G SOUTH-WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING: 401,879 SQUARE FEET OR 9.226 ACRES, MORE OR LESS.

CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 13, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON *OCTOBER 07, 2021.*
DATE OF PLAT OR MAP:FEBRUARY 07, 2022.

Gary Rager
Digitally signed by Gary Rager
DN: cn=Gary Rager, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, c=US
Date: 2022.02.07 15:49:05 -05'00'

GARY R. RAGER, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER # LS4828

CERTIFIED TO:
MINTO PBLH, LLC.
JAMLYN SUPPLY INC., A FLORIDA CORPORATION
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SHUTTS & BOWN LLP

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, NUMBER 22013694, WITH AN EFFECTIVE DATE OF: JANUARY 12, 2022 AT 8:00AM

OWNER: MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY VIRTUE OF SPECIAL WARRANTY DEED, FILED OF RECORD JUNE 23, 2014, IN OFFICIAL RECORDS BOOK 26871, PAGE 505 AND QUIT CLAIM DEED, FILED OF RECORD JUNE 23, 2014, IN OFFICIAL RECORDS BOOK 26871, PAGE 511, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EASEMENTS AND OTHER MATTERS AFFECTING TITLE FROM SCHEDULE B-2:

1. DEFECTS,LIENS,ENCUMBRANCES,ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OF ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE PROPOSED INSURED ACQUIRED FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **(NOT A MATTER OF SURVEY)**
2. ANY ENCROACHMENT,ENCUMBRANCE,VIOLATION,VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. THE TERM 'ENCROACHMENT" INCLUDES: ENCROACHMENTS OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND. **(10.0 FOOT UTILITY EASEMENT AND 20.0 FOOT DRAINAGE EASEMENT AS RECORDED IN POD G SOUTH-WEST PLAT BOOK 132, PAGE 55, PLOTTED)**
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. **(NOT A MATTER OF SURVEY)**
4. CONSTRUCTION, MECHANIC'S, CONTRACTOR'S OR MATERIALMEN'S LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD.**(NOT A MATTER OF SURVEY)**
5. EASEMENT OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. **(ALL KNOWN EASEMENTS PLOTTED)**
6. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2022, AND SUBSEQUENT YEARS WHICH ARE NOT YET DUE AND PAYABLE.**(NOT A MATTER OF SURVEY)**
7. ALL MATTERS CONTAINED ON THE PLAT OF POD G SOUTH-WEST RECORDED IN PLAT BOOK 132, PAGE 55. **(AFFECTS PROPERTY, SHOWN)**
8. OIL,GAS, AND MINERAL RESERVATIONS IN FAVOR OF SOUTHERN STATES LAND AND TIMBER CORPORATION, AS CONTAINED IN DEED RECORDED IN DEED BOOK 941, PAGE 526, AS MODIFIED BY THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 312, PAGE 342. THE RIGHT OF SURFACE ENTRY HAVING BEEN TERMINATED BY OPERATION OF THE FLORIDA MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES. **(AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE)**
9. NOTICE OF RIGHTS OF FIRST REFUSAL BETWEEN CALLERY-JUDGE GROVE,L.P. AND MOBIL OIL CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 10923, PAGE 669. **(EXHIBIT "A" AFFECTS THE PROPERTY, NOT PLOTTABLE)**
10. TERMS AND CONDITIONS OF THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 31054, PAGE 1844. **(EXHIBIT "A" AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE)**
11. MEMORANDUM OF POST-CLOSING OBLIGATIONS BETWEEN MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND JAMLYN SUPPLY, INC., A FLORIDA CORPORATION. DATED _____ AND RECORDED _____ IN OFFICIAL RECORDS BOOK ____ , PAGE____ . **(NOT A MATTER OF SURVEY)**
12. RESTRICTIVE COVENANTS LISTED ON EXHIBIT B TO SPECIAL WARRANTY DEEDS BY MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND JAMLYN SUPPLY, INC., A FLORIDA CORPORATION. DATED _____ AND RECORDED_____ IN OFFICIAL RECORDS BOOK ____ , PAGE ____. **(NOT A MATTER OF SURVEY)**

AS A MATTER OF INFORMATION, THE FOLLOWING MATTER APPEARS OF RECORD: RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 27737, PAGE 15.

SURVEYOR'S NOTES:

1) EASEMENTS, RIGHTS-OF-WAYS, SET BACK LINES, RESERVATIONS, AGREEMENTS AND OTHER SIMILAR MATTERS TAKEN FROM OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED JANUARY 12, 2022 @ 8:00AM

2) THIS SURVEY IS LIMITED TO ABOVE GROUND VISIBLE IMPROVEMENTS ALONG AND NEAR THE BOUNDARY LINES, AND THAT NOTHING BELOW THE GROUND WAS LOCATED INCLUDING, BUT NOT LIMITED TO FOUNDATIONS (FOOTINGS), UTILITIES, ETC. (INTERIOR OCCUPATION NOT LOCATED)

3) BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. THE GRID BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA DATUM OF 1983 (NAD 83 - '07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - '90).

4) THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X" AND "AE"(EL 18.5), ACCORDING TO FLOOD INSURANCE RATE MAP, MAP NO. 12099C0345F, DATED OCTOBER 5, 2017, AND ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

5) THIS SURVEY IS BASED ON PREVIOUS FIELD SURVEYS, DOCUMENTS OF RECORD, FOUND MONUMENTS, EXHIBITS, AND HISTORICALLY USED CORNERS, AS WELL AS THE LEGAL DESCRIPTION SHOWN HEREON. IMPROVEMENTS LIKE UTILITIES UNDER CONSTRUCTION ARE NOT LOCATED FOR THE PURPOSE OF SHOWING THE BOUNDARY OF A PROPOSED PLAT.
THE FOLLOWING ARE REFERENCE SURVEYS USED IN DETERMINING THE BOUNDARY LOCATION FOR CALLERY JUDGE GROVES:
a) THE 'M' CANAL ROAD RIGHT OF WAY MAP, RECORDED IN ROAD PLAT BOOK 6, PAGE 136.
b) BOUNDARY SURVEY OF RESIDENTIAL AT CALLERY JUDGE GROVES, PREPARED BY LIDBERG LAND SURVEYING, INC. (JOB NO.: 04-106-101C), DATED OCTOBER 5, 2007.
c) SKETCH OF SURVEY, PREPARED BY S.P. MUSICK, DATED MARCH 5, 1965.

6) ALL BEARINGS AND DISTANCES (UNITED STATES SURVEY FEET) AS SHOWN HEREON ARE AS DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED. MEASUREMENTS MADE ARE TO THE ACCURACY STANDARD OF SUBURBAN OR 1 FOOT IN 7500 FEET.

7) SID AND SWCD EASEMENTS WITHIN BOUNDARY HAVE BEEN RELEASED PER O.R. 28084,PG. 0985.

WESTLAKE POD G SOUTH - WEST
ALTA / NSPS SURVEY

Prepared For: MINTO COMMUNITIES, LLC

Last Date of Field Survey: 02-10-2022

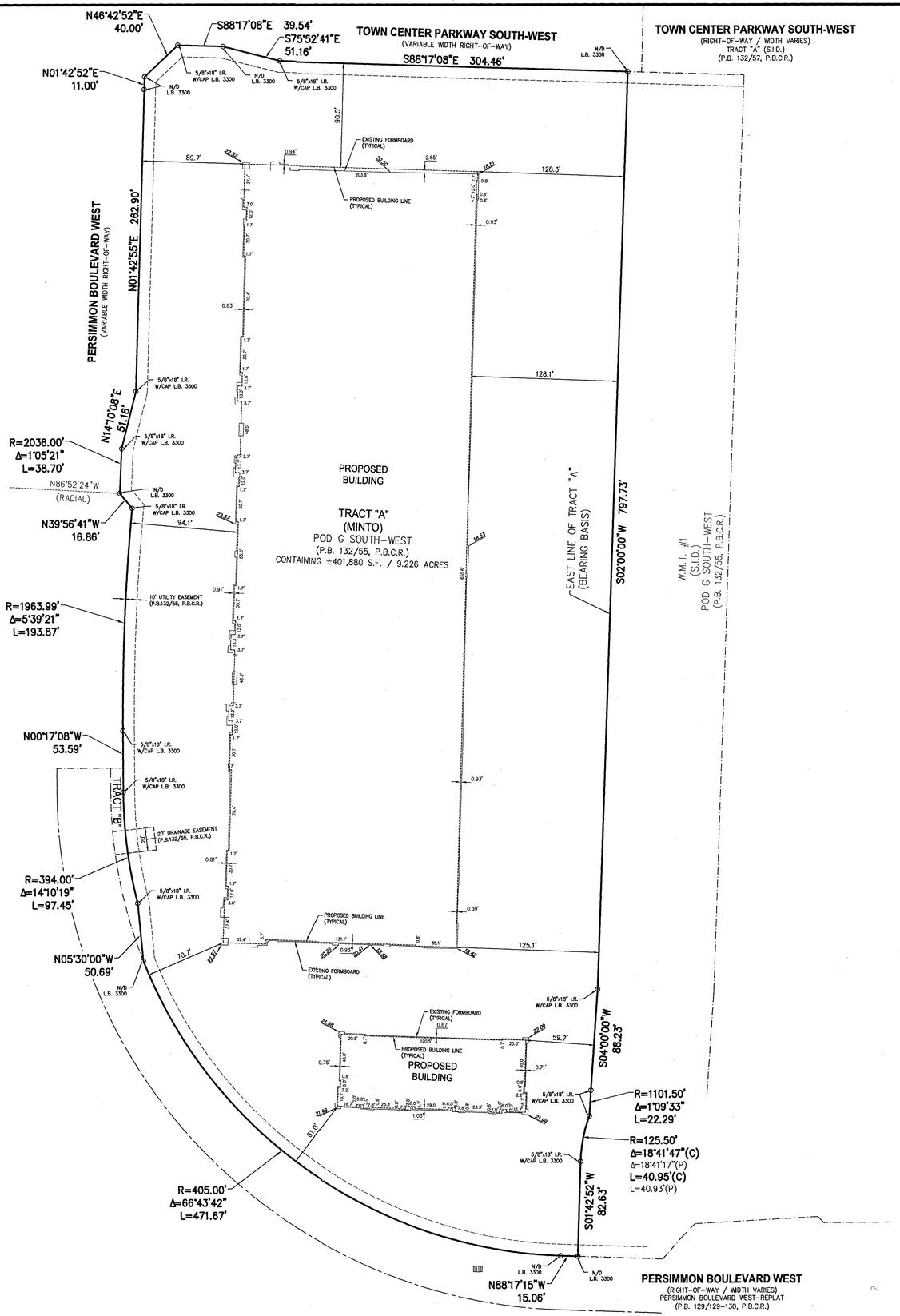
REVISIONS

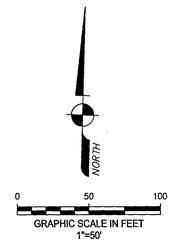
No.	Date	Description	Dwn.
1	02-07-22	REVISE BS TO ALTA, ADD TITLE COMMIT.	SAB

Sheet No. 1 of 1 Sheets

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

Drawn: BSM | Date: 08/31/20 | Data File: POD_G_WEST
Check: GAR | P.C.: EG | Field Book:
Section: 01 Twn. 43E Rng. 40S | POD_G_WEST_ALTA





NOTE

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)

LEGEND

- 5.00' — EXISTING ELEVATION
- CATCH BASIN

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. he land description shown hereon is in accord with lands described in Special Warranty Deed recorded in Official Records Book 34024, Page 225 of the Public Records of Palm Beach County, Florida.
4. No underground improvements were located.
5. Bearings, distances and/or angles shown hereon are in accord with the plat and/or deed of record and agree with the survey measurements, unless otherwise noted. Bearings are based on the east line of "Tract "A" having a bearing of S02°00'00"W.
6. The property described hereon lies within Flood Zones X & AE (EL. 18.5), as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Number 12099C0345F, Community Number 120192, dated 10/05/2017.
7. Elevations shown hereon are in feet and based on the North American Vertical Datum of 1988 (NAVD 1988).
8. Benchmark Description: Palm Beach County Benchmark "AMANDA", Elevation = 25.536 feet (NAVD 1988).
9. Symbols shown hereon and in the legend may have been enlarged for clarity.
10. This map is intended to be displayed at a scale of 1"=50'.
11. Abbreviation Legend: B.M. = Benchmark; C = Calculated; ℄ = Centerline; Δ = Central Angle; EL. = Elevation F.B. = Field Book; ID. = Identification; I.R. = Iron Rod; L = Arc Length; L.B. = Licensed Business; MS. = Measured; NAVD = North American Vertical Datum; N/D = Nail & Disk; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.B.C.R. = Palm Beach County Records; P.L.S. = Professional Land Surveyor; R = Radius; S.F. = Square Feet; W/CAP = With Surveyors Cap.

LAND DESCRIPTION:

TRACT "A", POD G SOUTH-WEST, according to the Plat thereof as recorded in Plat Book 132, Page 55 of the Public Records of Palm Beach County, Florida.

Said lands situate in the Palm Beach County, Florida and containing 401,880 square feet (9.226 acres) more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Boundary Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 10/12/2023

John T. Doogan, PLS
Digitally signed by John T. Doogan, PLS
Date: 2023.10.17 09:11:30 -04'00'

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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REVISIONS	DATE	F.B. / PG.	BY	CK'D

BOUNDARY SURVEY
TRACT "A"
POD G SOUTH-WEST
(P.B. 132, PG. 55-56, P.B.C.R.)
PALM BEACH COUNTY, FLORIDA

SCALE:	1" = 50'	BY:	S.K.
DATE:	10/12/2023	CHECKED:	J.T.D.
F.B./PG.	2193/37	SHEET:	1 OF 1
JOB #:	12847		

File Attachments for Item:

A. Discussion, Consideration and Approval of a Procurement Waiver and Authorization for the City Manager to Negotiate and Execute an Agreement with Citibot, Inc. for an AI Resident Engagement and Customer Service Platform

Submitted By: City Manager

Meeting Agenda Item Coversheet

MEETING DATE:	November 10, 2026	Submitted By: Howard W. Brown, Jr., ICMA-CM			
SUBJECT:	Discussion, Consideration and Approval of a Procurement Waiver and Authorization for the City Manager to Negotiate and Execute an Agreement with Citibot, Inc. for an AI Resident Engagement and Customer Service Platform				
STAFF RECOMMENDATION: (MOTION READY)	Approve a waiver of procurement procedures pursuant to Section 2-150, based on the findings in the staff report, and authorize the City Manager to negotiate and execute a contract with Citibot, Inc., in an amount not to exceed $18,000 per year, in a form acceptable to the City Attorney. Funding shall be provided through the City Manager's Public Relations appropriation.				
SUMMARY *and/or* JUSTIFICATION:	Council directed the City Manager on September 1, 2026, to research resident engagement platforms and return with a recommendation. Following outreach and review of Citibot, CivicPlus, and Granicus, the City Manager recommends Citibot for its combined web and telephone voice functionality and management tools. This is a direct purchase based on the comparative review. Council approval of a procurement waiver under Section 2-150 is requested, subject to City Attorney confirmation. The staff report explains the selection, proposed waiver findings, pricing, and funding.				
	AGREEMENT:		X		
	STAFF REPORT:		X		
	EXHIBIT(S):		X		
ATTACHMENTS:	1. Staff report and comparison of three platforms 2. Proposed Citibot agreement with Most Favored Nations provision 3. CivicPlus pricing correspondence dated October 15, 2026 4. Granicus October 28 investment summary and GXA product sheet 5. Procurement policy excerpt including Section 2-150				
	RESOLUTION:		**ORDINANCE:**		
FISCAL IMPACT *(if any):*	City Manager's Public Relations budget: $18,000 Year 1; $16,275 Year 2; $17,089 Year 3.			$51,364 3 years	

AI Resident Engagement Platform

Staff Report | Regular City Council Meeting | November 10, 2026

Purpose and recommendation

Approve a direct purchase of Citibot's resident engagement platform following the City Manager's evaluation of three alternatives, together with an express waiver of procurement procedures under Section 2-150. Citibot is recommended because the proposed scope combines web chat, telephone voice, multilingual service, and Refresh. The City Manager considers its functionality and management tools the best fit for Westlake's customer service needs.

Background and comparative review

On September 1, Council reached consensus for the City Manager to research platforms and solicit proposals. Public comments supported a reliable City-endorsed source of information outside normal business hours and noted that informal resident inquiries are not fully captured by staff call volumes. Following unsuccessful initial contacts, the City Manager requested assistance obtaining CivicPlus and Granicus pricing by September 25. CivicPlus pricing was provided October 15; Granicus's investment summary is dated October 28, after the agenda cutoff. Staff will coordinate any supplemental packet distribution with the Clerk and City Attorney. The City Manager also reviewed municipal user experience through an October 8 Palm Beach Gardens visit; a Wellington meeting was requested for October 27, but no outcome is assumed here.

Platform and quoted scope	Initial pricing	Later pricing
Citibot Web chat, multilingual service, voice and Refresh	$18,000 Year 1 Includes $2,500 implementation	$16,275 Year 2 $17,089 Year 3 $51,364 total
CivicPlus Website migration plus Agent	$6,361.30 quoted for November 1, 2026	$10,300 combined annually beginning November 1, 2027
Granicus GXA Web experience with web-based voice; telephone integration excluded	$18,000 Year 1 $10,000 setup + $8,000 subscription	$8,560 Year 2 $9,157 Year 3 $35,717 total

Citibot

Recommended. Its proposed scope expressly includes web chat and voice with a 5,000-minute allowance, alongside multilingual service and Refresh. This supports the City's goal of access by both website and telephone. Before execution, staff will confirm the voice allowance period, overage charges, Refresh functions, management reporting, implementation schedule, and support commitments. The three-year total includes all amounts shown in the supplied pricing schedule; unresolved additional charges must remain within the approved limits or return to Council.

CivicPlus

Not recommended. Although less expensive, the City Manager's review found that it did not appear to provide the management tools Westlake needs. Agent requires migration to CivicPlus's new website platform; comparable telephone voice service has not been established in the supplied proposal. Existing codification and website relationships should not determine the AI platform selection. The City should preserve flexibility to change providers through the negotiated agreement; no existing right to cancel other CivicPlus contracts is assumed.

CivicPlus pricing qualifications

Website-only pricing is $2,861.30 for the November 1, 2026 renewal and $5,300 annually beginning November 1, 2027. The calculated incremental Agent cost is therefore $3,500 initially and $5,000 annually thereafter. These are differences between package prices, not a standalone Agent quote. Staff should reconcile the stated $2,500 first-year discount with the quoted totals and confirm effective dates because the quoted billing date precedes this Council meeting. Agenda management and optional accessibility products are excluded from this comparison.

Granicus

Not recommended for the proposed combined web and telephone scope. Its $18,000 first-year price equals Citibot's, but excludes telephone or phone-system voice capabilities. Web-based voice is included; telephone integration requires further discovery, scope, and investment. Its calculated three-year quoted total of $35,717 is $15,647 below Citibot's, so it is not more expensive over those three years as quoted; however, those amounts cover different services. Granicus describes content preparation, project management, staff control of sources, and ongoing Experience Partner guidance. The quote states 77 languages while the general product sheet states up to 75; contracted coverage needs confirmation. General references to SMS and WhatsApp do not establish inclusion in this quote.

Selected procurement method and proposed findings

The selected method is a direct purchase with a Council-approved waiver under Section 2-150 of the supplied procurement policy. The purchase will not use another jurisdiction's contract, and no sole-source claim is made. The supplied policy generally calls for formal competition above $50,000 and Council approval above $35,000. Citibot's three-year commitment is $51,364. Three vendor comparisons document market review but do not independently replace the required procurement procedure.

Section 2-150 permits Council, upon the City Manager's recommendation, to waive procurement procedures when goods or services cannot be acquired through the normal process because of insufficient time, the nature of the goods or services, or other factors. It requires competition as practicable, good-faith review of available sources, and negotiation of price, delivery, and terms. The City Manager requests a waiver based on the nature of the integrated AI services and the differing channel, website, and management capabilities identified through review of three available alternatives. Selection requires consideration of functional fit and service scope in addition to price. The completed outreach and comparative review support the requested findings; the agenda deadline alone is not the justification.

Before presentation for final action, the City Attorney should confirm that the documented circumstances support Section 2-150 and that the cited provisions remain applicable. If those findings cannot be supported, staff should return with the required solicitation process. Council is asked to make an express best-interest finding and approve the waiver, rather than merely authorize execution. Following approval, the City Manager will negotiate price, delivery, and contract terms at an amount not to exceed $18,000 per year, in a form acceptable to the City Attorney.

Funding and contract conditions

Funding will come from the Public Relations appropriation in the City Manager's budget. Citibot's Year 1 price is $18,000, including $2,500 implementation, $6,000 multilingual web chat, $3,500 voice, and $6,000 Refresh. Year 2 is $16,275 and Year 3 is $17,089. Future-year costs will be addressed through annual budgeting and negotiated contract provisions; an annual appropriation or termination right must be included expressly if intended.

The final agreement requires City Attorney approval before execution. Negotiations should address service scope, additional charges, reporting, accessibility, security, data ownership and export, public records, support, termination, and transition assistance. The included Most Favored Nations provision has exclusions and prospective-only adjustments; its limits should be reviewed. Contract dates should reflect actual authorization and execution. No services are authorized by this report before the required approvals.

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410
(561)799-4100

DATE	PO NUMBER
10/14/2024	019790

VENDOR: 21024
CITIBOT INC
656 ELLIS OAK AVE, SUITE 108
CHARLESTON, SC 29412

Terms: A/P Net 30 Days

SHIP TO: CITY OF PALM BEACH GARDENS
INFORMATION TECHNOLOGY
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410

BILL TO: CITY OF PALM BEACH GARDENS
ATTN: INFORMATION TECHNOLOGY
10500 N MILTARY TRAIL
PALM BEACH GARDENS, FL 33410

Special Inst:

Quantity	Unit	Description	Unit Price	Ext. Price
		CITIBOT CHATBOT SUBSCRIPTION		16,626.00

TAX EXEMPT #: 85-8012646491C-4

SUBTOTAL	16,626.00
FREIGHT	0.00
TOTAL	16,626.00

By accepting this PO, the vendor agrees to be bound by the City's PO Terms and Conditions, which are located online at www.pbgfl.com/purchasing.

Account Number	Project Number	Amount	Account Number	Project Number	Amount
E 001.0220.512.3400		16,626.00			

Authorized Signature

VENDOR COPY

CITIBOT SUBSCRIPTION AGREEMENT

This Agreement is made and entered into this 16 day of 2025 by and between Citibot, Inc. ("Citibot"), a South Carolina Corporation authorized to business in the State of Florida, with its principal address at 656 Ellis Oak Avenue, James Island, South Carolina 29412 and the Village of Wellington ("Wellington" or "Subscriber"), a Florida municipal corporation, with its principal address at 12300 Forest Hill Blvd., Wellington, Florida 33414.

1. DEFINITIONS

"Authorized User" means each employee of Subscriber, citizens of Wellington, FL, agents and/ or contractors of Subscriber authorized to access and use the Service and the Content.

"Authorized User Personal Data" or "Customer Data" means any non-public, personal information provided by the Authorized User to **Citibot** to enable the provision of Services.

"***Citibot Content***" means all other Content of the Service.

"Content" collectively refers to any and all information, including any text, graphics, and and/or other materials, submitted to or made available through the Service.

"Services" collectively refers to the Citibot Multi Language, City website chatbot customer service platform, SMS chatbot customer service platform, software and/ or services made available to Subscriber. The features include (1) questions and search result answers; (2) service request submittal (a list of search requests is referenced below and would be a part of an integration into RockSolid), and (3) submission of a direct message pathway to the City.

"Software" means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Citibot

"***Subscription***" refers to the rights granted by **Citibot** to **Subscriber** to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"User Content" means Content submitted to the Service by Subscriber or any Authorized User.

2. LICENSE

a. Citibot hereby grants to Wellington and to each Authorized User a limited, non-exclusive license ("License") to use and access the Citibot software in accordance with and for the purposes set forth in this Agreement beginning on the License Start Date until the License Expiration Date.

b. During the term of this Agreement, Citibot will provide Authorized Users access to, and use of, the Citibot software and Services, by enabling a portal for Authorized Users to access through a web browser, and through Wellington's CivicPlus Website.
c. Citibot will make available to Subscriber all updates and any documentation for such updates to the Services. Citibot will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.
d. Citibot will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%.
e. All Authorized User Personal Data will be stored, processed, and maintained solely in data centers located in the United States.
f. Citibot is responsible for maintaining a backup of the Authorized User Personal Data and for an orderly and timely recovery. Citibot shall maintain a contemporaneous backup of such data that can be recovered within a reasonable period of time

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

a. In connection with the Agreement, Citibot, and its employees and agents, may have access to Authorized User Personal Data. To the extent permitted by law, Citibot shall, and shall ensure that its employees and agents shall, keep the Authorized User Personal Data of each discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. To the extent permitted by law, Citibot will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Authorized User Personal Data without the discloser's prior written consent. Citibot will have appropriate safeguards in place within its organization to restrict access to Authorized User Personal Data to only those individuals as needed in connection with the performance of this Agreement. Citibot will take care of Authorized User Personal Data using at least the same standard of care it would use with its own confidential information, but in no event shall Citibot use less than reasonable care in protecting such Authorized User Personal Data.
b. In the event that Citibot is required by law or a binding order of a governmental agency or court of competent jurisdiction to disclose any Authorized User Personal Data of an Authorized User, Citibot shall, if legally permitted, provide the Authorized User with prompt written notice (via e-mail that is acknowledged as received) to allow the discloser an opportunity to appear and object prior to Citibot's compliance with requested disclosure. The written notice shall provide the Authorized User with sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Citibot shall produce only such Authorized User Personal Data as is required by law, the court order, or governmental action.
c. Subscriber shall own all right, title, and interest in and to the Authorized User Personal Data, as well as any data that is based on or derived from the Authorized User Personal Data and provided to Subscriber as part of the Services.

d. Citibot shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
e. Notwithstanding anything to the contrary, Citibot shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Authorized User Personal Data and data derived therefrom), and Citibot will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. TERM AND TERMINATION

a. Subject to earlier termination as provided below, the initial term of this Subscription Agreement shall commence on the date this Agreement is executed by the Parties and continue in effect for one year at the rates specified in the post installation maintenance, hosting, support, and software as a service section as described below. Wellington will have the option to renew for an additional one year or multi-year term and will be presented with options and pricing by Citibot ahead of the end of the contracted term.
b. Either party may terminate this Agreement for convenience by providing thirty (30) days written notice to the other party. The Customer shall not be entitled to any refund for any unused portion of the Term if the Customer terminates the Agreement in accordance with this subsection.
c. Upon termination of this Agreement, Citibot shall disable the website portal, and the Subscription and all rights to use the Services granted to Subscriber and to Authorized Users shall cease. Citibot shall provide Wellington with a final extract of the Content and Authorized User Personal Data via Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) days from the date of the termination. The extraction and transfer of the Content and Authorized User Personal Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Citibot). Citibot shall have the right to retain Citibot Content.

5. INSTALLATION FEE; SUBSCRIPTION FEE; PAYMENT

a. Wellington is responsible for payment of the fees set forth below, which fees shall be due and payable to Citibot within thirty (30) days of receipt of invoice.
b. The following fees shall apply to the Initial Term of this Agreement:

PRICING	YEAR 1
Implementation Fees*, including RockSolid Integration	$9,000
Annual Subscription – Web Chat**	$9,000

Annual Subscription – SMS Chat***	$7,900
Annual Subscription—Multi-Language Translation API****	$2,500
TOTAL ANNUAL COSTS	**$28,400**

* Implementation Fee means the upfront development and installation costs, including software costs, initial configuration and setup costs, initial license costs, training, implementation, and RockSolid integration.

** Web Chat Annual Subscription includes post-installation maintenance, hosting, support, and software as a service costs. Citibot will invoice this payment on the earlier of the launch date or three months after the date of execution of this Agreement.

*** SMS Chat Annual Subscription includes post-installation maintenance, hosting, support and software as a service costs. Citibot will invoice this payment on the earlier of the launch date or three months after the date of execution of this Agreement.

**** Multi-Language Translation API includes post-installation maintenance, hosting, support, and software as a service costs. Citibot will invoice this payment on the earlier of the launch date or three months after the date of execution of this Agreement.

c. The following categories and/or such other categories as the Parties may agree will be integrated with the RockSolid software to provide AI conversational chat capability. Such AI conversational chat capability will be available during the life of this Agreement and includes post-installation maintenance, hosting, support, and software as a service costs.

Pothole
Missed Trash Pickup
Trash Can Repair
Missed Recycling Pickup
Recycling Can Repair
Flooding
Lost Dog
Dead/Stray Animal
Broken Street Sign
Broken Traffic Light
Broken Street Light
Fallen Tree

Broken Pavement/Sidewalk
Noise issue (Barking Dog, for example)
Tall Grass/Weeds
Abandoned Vehicle
Unlicensed Business Operating in Home
Graffiti
Hazardous Materials
Illegal Dumping
Mosquitos
Prohibited Outside Storage
Sewage
Yard Upkeep
Zoning Infractions
Cave In
Snow/Ice removal
Traffic
Direct Message Submittal

Other Service requests can be added to the AI conversation flow for $75/hour and not to exceed 7 hours per service request.

6. WARRANTY AND DISCLAIMER

a. Citibot represents and warrants the following: (a) this Agreement sufficiently describes the features, functionality, and operation of the software and Services; (b) the software is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices ("Viruses") that could harm Wellington, and Citibot uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Citibot shall maintain the software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Citibot's reasonable control, but Citibot shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

b. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Authorized User Personal Data or the physical, technical, administrative, or organizational safeguards put in place by Citibot that relate to the protection of the security, confidentiality, or integrity of Authorized User Personal Data, Citibot shall, as applicable: (i) notify Wellington as soon as practicable but no later than twenty-four (24) hours after becoming aware of such occurrence; (ii) cooperate with Wellington in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Wellington; and (iii) in the case of Personally Identifiable Information (PII), at

Wellington's sole election, notify the individuals whose PII was compromised as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legal requirement, within five (5) calendar days of the occurrence; and/or (iv) perform or take any other actions required to comply with applicable State law as a result of the occurrence.

c. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND CITIBOT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CITIBOT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

7. INDEMNITY

a. Citibot will indemnify, defend, and hold harmless Wellington against all claims, suits and actions asserted by an unaffiliated third party against the Wellington for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Wellington alleging that any software or the Services infringe or misappropriate a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"), provided Citibot is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Wellington shall not settle or compromise such Infringement Claim without the express written consent of the Citibot.

b. Citibot's indemnity obligation under this Section shall not extend to claims that arise from:

   i. An unauthorized modification of the software or Services by Wellington where the software or Services would not be infringing without such modifications;

   ii. Customized portions of the Services designed in accordance with written specifications provided by Wellington where the software or Services would not be infringing but for Citibot's compliance with such written specifications;

   iii. The failure of Wellington to install an update to the software or Services provided by Citibot that would have avoided the actual or alleged infringement;

   iv. The combined use by Wellington of the software or Services with other components, products, or services not provided by Citibot where the software or Services would not be infringing but for such combination; and/or

   v. Workflows, analytic applications, algorithms, or other applications or programming built by Wellington or created by or on behalf of Wellington without Citibot's approval.

8. LIMITATION OF LIABILITY

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, OR NEGLIGENCE, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 3; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPH 7; (3) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR (4) A DATA BREACH (WHICH SHALL BE SUBJECT TO A SUPER CAP IDENTIFIED BELOW). OTHER THAN THE FOREGOING EXCEPTIONS, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CITIBOT'S LIABILITY TO WELLINGTON FOR DAMAGES ARISING OUT OF ANY DATA BREACH WILL BE LIMITED TO $100,000.00. IN NO EVENT SHALL WELLINGTON'S LIABILITY UNDER THIS AGREEMENT EXCEED THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIBVER OF WELLINGTON'S SOVEREIGN IMMUNITY OR CONSENT TO BE SUED BY THIRD PARTIES.

9. INSURANCE

a. During the course of performing its duties under this Agreement, Citibot agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $2,000,000 in aggregate and $1,000,000 each occurrence; (b) Cyber Liability of at least $2,000,000; and (c) Workers' Compensation complying with applicable statutory requirements. Citibot will provide Customer with copies of certificates of insurance upon Customer's written request.

10. DATA SECURITY, CUSTOMER DATA, AND CYBER INSURANCE

a. Citibot will implement commercially reasonable administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Citibot will review and test such safeguards on no less than an annual basis.

b. Wellington shall maintain, in connection with the operation or use of the products or services set forth in this Agreement, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, and non-repudiation and virus detection and eradication.

c. Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of Customer Data or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the Customer Data and the nature of the Customer Data being protected. If necessary, the parties will cooperate to document these measures taken.

d. Citibot's cyber liability coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Citibot in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e. Village of Wellington shall be added as an additional insured on all required insurance policies.

11. ASSIGNMENT

This Agreement may not be assigned by either party unless prior written approval is granted by the non-assigning party.

12. BINDING EFFECT

This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective successors and assigns.

13. COMPLIANCE WITH LAWS.

Citibot agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including Wellington policies, now in effect or hereafter enacted that are applicable in any way to the performance of Citibot's obligations under this Agreement.

14. CONSTRUCTION AND SEVERABILITY

This Agreement shall not be construed against the party who drafted it, as each party to this Agreement has had the opportunity to have their business and legal experts review the adequacy of the same. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed stricken and the remaining provisions will remain valid and shall continue in full force and effect.

15. COOPERATION WITH INSPECTOR GENERAL

Pursuant to Ordinance No. 2011-009, Palm Beach County has established the Office of the Inspector General, which is authorized to review Wellington contracts and records. Citibot shall fully cooperate with the Inspector General and shall provide access to the records in the manner provided herein for Wellington to inspect such records. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation of the Inspector General, shall be a violation of County Ordinance 2011-009 and shall be

punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. COUNTERPARTS

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

17. DRUGS AND ALCOHOL

The illegal use, possession, sale, manufacture, or distribution of drugs or alcohol is prohibited on Wellington property. Any misuse of drugs or alcohol by Citibot, its employees, officers, agents, or representatives in connection with this Agreement is prohibited and may be reported to the appropriate authorities.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between Wellington and Citibot pertaining to the subject matter of this Agreement, whether oral or written.

19. E-VERIFY - COMPLIANCE WITH F.S. 448.095

Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action relating to this Agreement, venue shall lie in Palm Beach County, Florida.

21. INDEPENDENT CONTRACTOR

Citibot and Wellington shall each be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between Citibot and Wellington. Each party acknowledges and agrees that it neither has nor shall give the appearance or impression of having legal authority to bind or commit the other party in any way.

22. LEGAL AUTHORITY

Each Party to this Agreement represents, warrants, and covenants as follows:

a. They have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
b. This Agreement, when executed and delivered shall be a legal, valid, and binding obligation enforceable against the other Party in accordance with its terms, except to

the extent that enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally.

c. The execution, delivery, and performance of this Agreement by each Party does not violate or cause a breach of any other agreements or obligations to which the Parties are bound, and no approval or other action by any governmental entity or agency is required in connection herewith.

d. Each of the foregoing representations, warranties, and covenants shall be true at all times during the term hereof. The Parties acknowledge that each of such representations, warranties, and covenants are deemed to be material; and have been relied upon by the other Party.

23. LICENSES AND APPROVALS

Citibot represents that it has all required local, state, and federal permits, licenses, and approvals necessary or required for Citibot to perform the work or services contemplated herein.

24. MODIFICATION OF AGREEMENT

This Agreement may be modified only by a written amendment executed by both parties to the Agreement.

25. NON-DISCRIMINATION

Citibot shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Citibot shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Citibot shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility. Citibot's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, 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.

26. NOTICE

Whenever any notice is required to be given under this Agreement, such notice shall be in writing and addressed as set forth in this section. Notice shall be either (a) hand delivered or (b) mailed by registered or certified mail (postage prepaid), return receipt requested. Notice shall be deemed to have been duly delivered when personally delivered, or when delivered by U.S. Mail or courier service, as shown by the return receipt.

If to Wellington: Village of Wellington
12300 Forest Hill Boulevard

Wellington, FL 33414
Attn: Chief Information Officer

With a copy to:

Village of Wellington
12300 Forest Hill Boulevard
Attn: Village Attorney

If to Citibot:

Citibot, Inc.
656 Ellis Oak Avenue
James Island, South Carolina 29412
Attn: W. Bratton Riley

27. PARAGRAPH HEADINGS

The headings in this Agreement are solely for convenience of reference and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

28. PUBLIC RECORDS

Citibot shall comply with all requirements of Florida's public records law, Chapter 119, Florida Statutes. Specifically, Citibot shall:

a. Keep and maintain public records required by Wellington to perform the services contemplated by this Agreement;
b. Upon request from the Wellington's custodian of public records, provide Wellington 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 the Agreement term and following completion of the Agreement if Citibot does not transfer the records to Wellington; and
d. Upon completion of the Agreement, transfer, at no cost to Wellington all public records in possession of Citibot or keep and maintain public records required by Wellington to perform the services contemplated by this Agreement. If Citibot transfers all public records to Wellington upon completion of the contract, Citibot shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Citibot keeps and maintains public records upon completion of the Agreement, Citibot shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Wellington, upon request from Wellington's custodian of public records, in a format that is compatible with the Wellington's information technology systems.

If Citibot fails to abide by the requirements of this section or the provisions of Chapter 119, Florida Statutes, Wellington may, without prejudice to any other right or remedy, terminate this Agreement immediately, without further notice.

IF CITIBOT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITIBOT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-791-4000, or publicrecords@wellingtonfl.gov, or Clerk's Office, 12300 Forest Hill Blvd., Wellington, FL 33414.

29. SCRUTINIZED COMPANIES

If Citibot is a corporate entity, by entering into this Agreement, Citibot certifies pursuant to sections 215.4725 and 287.135 of the Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than $1 million, Citibot further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If Wellington determines, using credible information available to the public, that Citibot has submitted a false certification or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, Wellington may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

30. SEXUAL ABUSE AND HARASSMENT

Wellington prohibits sexual abuse and harassment of any kind. Anyone who engages in abusive or harassing conduct will be immediately removed from the premises and reported to the appropriate authorities.

31. TAXES

Citibot is solely responsible for the payment of any and all pertinent federal, state or local business, employment, self-employment, workers' compensation or income taxes or other assessments levied by governmental authorities on any monies earned as a result of their contractual relationship with Wellington. Citibot agrees to reimburse Wellington for any claim or assessment, including interest and penalties, by any taxing authority arising from this paragraph. Additionally, Citibot is not eligible to benefit from Wellington's Tax Exempt Status. As such, Citibot is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of Citibot's obligations under this Agreement.

32. THIRD PARTY BENEFICIARIES. No provision of this Agreement is intended to, or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of Wellington or Citibot.

33. USE OF TRADEMARKS OR SERVICE MARKS

Except as expressly provided herein, neither party shall have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other identification of the other party without its prior written consent.

34. WAIVER

The failure of Wellington at any time to require performance by Citibot of any term of this Agreement shall in no way affect the right of Wellington thereafter to enforce same. Nor shall waiver by Wellington of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by Wellington. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

35. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, Wellington's obligations hereunder are subject to the availability of funds lawfully appropriated by Wellington's Council for such purpose and if such funds are not so appropriated, this Agreement shall terminate immediately without liability for damages, penalties or charges to Wellington except those incurred up to the date of termination.

CITIBOT, INC.

By: _____

W. Bratton Riley
President and CEO

VILLAGE OF WELLINGTON, FL

By: _____

TanyaQuickel
Deputy Village Manager

Title	Wellington - Citibot Service Agreement
File name	CITIBOTSUBSCRIPTIONAGREEMENT.docx
Document ID	d5f1095d10e0c037a79593419fb9e7391abd73cc
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**03 / 31 / 2025** 17:05:24 UTC	Sent for signature to Bratton Riley (bratton@citibot.io) from chelsey@citibot.io IP: 216.122.157.107
VIEWED	**03 / 31 / 2025** 19:16:30 UTC	Viewed by Bratton Riley (bratton@citibot.io) IP: 50.145.25.71
SIGNED	**04 / 14 / 2025** 16:11:33 UTC	Signed by Bratton Riley (bratton@citibot.io) IP: 174.224.154.163
COMPLETED	**04 / 14 / 2025** 16:11:33 UTC	The document has been completed.

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Pursuant to Section 287.138, Florida Statutes)

STATE OF Kansas)
COUNTY OF Pottawatomie

BEFORE ME, the undersigned, personally appeared Chelsey Boss (Name of Affiant) of Citibot, Inc. (name of entity), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 287.138, Florida Statutes.

3. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:
   a) is owned by the government of a foreign country of concern;
   b) has provided a foreign country of concern a controlling interest; or
   c) is organized under the laws of or has its principal place of business in a foreign country of concern.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: Chelsey Boss
Signature: CB
Title: Sales Director
Business Entity Name: Citibot, Inc.
Date: April 14, 2025

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 14 day of April, 2025, by Chelsey Boss (Name of Affiant), as Sales director (Title) of Citibot, Inc. (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

KELLY LINNEMANN
My Appointment Expires
December 15, 2026

NOTARY PUBLIC, State of: Kansas
Printed Notary Name: Kelly Linnemann
My Commission Expires 12-15-26

Scanned with CamScanner

AFFIDAVIT OF VENDOR/CONTRACTOR

STATE OF Kansas)

COUNTY OF Pottawatomie

BEFORE ME, the undersigned, personally appeared Chelsey Bass (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: Chelsey Bass
Signature: CB
Title: Sales Director
Business Entity Name: Citibot, Inc.
Date: April 14, 2025

SWORN TO AND SUBSCRIBED before me by means of ☑ physical presence or ☐ online notarization, this 14 day of April, 2025, by Chelsey Bass (Name of Affiant), as Sales Director (Title) of Citibot, Inc. (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

Kelly Linnemann
NOTARY PUBLIC, State of: Kansas
Printed Notary Name: Kelly Linnemann
My Commission Expires: 12-15-26

KELLY LINNEMANN
My Appointment Expires
December 16, 2026

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Citibot Subscription Agreement

This Agreement is made by and between Westlake, FL ("City") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated 10/6/26.

1. Definitions. Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service below, as applicable.

"***Service***" collectively refers to the Citibot Voice, Refresh, and City website chatbot customer service platform, software and/ or services made available to City. The features include (1) questions and result answers; and (2) direct message pathway.

"***Content***" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by City or any Authorized User is referred to as "***User Content***," and all other Content of the Service is referred to as "***Citibot Content***."

"***Subscription***" refers to the right granted by Citibot to City to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

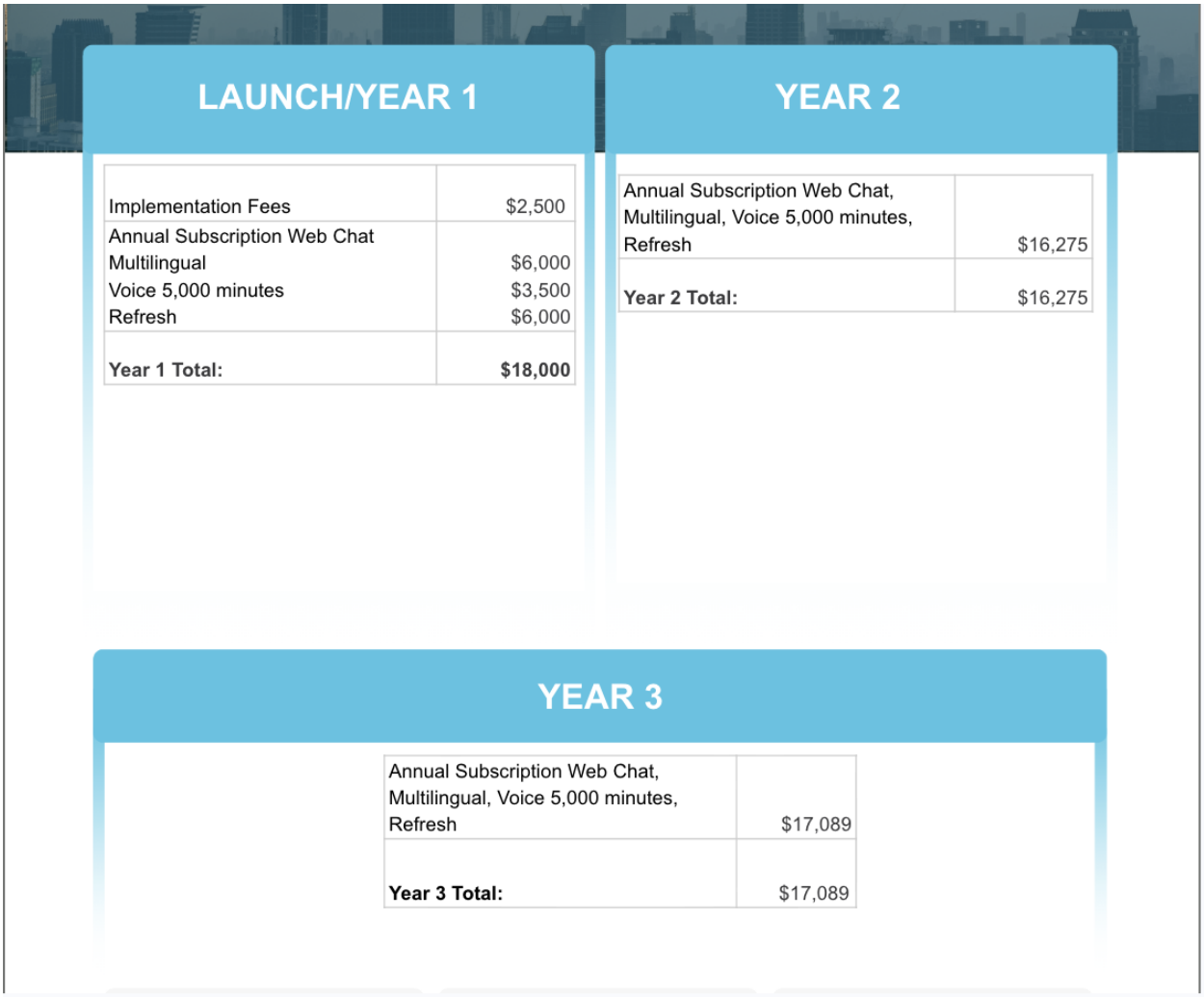
"***Authorized User***" refers to each employee of Subscriber, resident of Westlake, FL, agents and/ or contractor of City authorized to access and use the Service and the Content.

2. Term; Termination.

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement's execution by the Parties or as outlined in the pricing table and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **<u>Installation Fee; Subscription Fee; Payment</u>**. City is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.



LAUNCH/YEAR 1

Implementation Fees	$2,500
Annual Subscription Web Chat Multilingual Voice 5,000 minutes Refresh	 $6,000 $3,500 $6,000
Year 1 Total:	**$18,000**

YEAR 2

Annual Subscription Web Chat, Multilingual, Voice 5,000 minutes, Refresh	$16,275
Year 2 Total:	$16,275

YEAR 3

Annual Subscription Web Chat, Multilingual, Voice 5,000 minutes, Refresh	$17,089
Year 3 Total:	$17,089

<u>Year 1</u>

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training, and implementation.. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.

1. Voice Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment upon execution by the Parties.

2. Multi-Language Translation API: *Post Installation maintenance, hosting, support, and software as a service costs.*

3. Webchat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service costs.*

4. Refresh Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service costs.*

Year 2 and 3

The pricing for Years 2 and 3 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

4. **Representation and Warranty**. Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Florida.

7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Florida Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Florida.

8. **Most Favored Nations.**

(a) Commitment. Citibot agrees that the pricing and material contractual terms offered to the City of Westlake, Florida ("City") under this Agreement shall be at least as favorable as the pricing and terms Citibot offers to any other municipal government customer in the United States purchasing substantially similar products and services under substantially similar conditions.

(b) Comparable Transactions. A transaction is "substantially similar" when it involves (i) the same or equivalent products or services, (ii) a comparable scope of deployment, including number of channels, modules, and service levels, (iii) a comparable contract term and payment schedule, and (iv) a municipality of comparable population or service volume.

(c) Exclusions. This section does not apply to:

1. Pilot programs, proofs of concept, or trial arrangements of twelve (12) months or less;
2. Pricing established under cooperative purchasing contracts, state contracts, or GSA schedules;
3. Pricing funded in whole or part by grants, sponsorships, or third-party subsidies;
4. Bundled arrangements where the product is sold with other products or services at a combined price;
5. One-time promotional or introductory discounts disclosed as such at the time of sale;
6. Settlements of disputes or service credits issued for performance issues.

(d) Adjustment. If, during the term of this Agreement, Citibot enters into an agreement with another municipal customer that triggers this section, Citibot shall offer the City the more favorable pricing or terms, effective from the date the City is notified or makes a written request, for the remainder of the then-current term. Adjustments apply prospectively only and do not entitle the City to retroactive refunds or credits.

(e) Verification. Upon the City's reasonable written request, no more than once per contract year, Citibot shall provide a written certification from an authorized officer confirming compliance with this section. Citibot is not required to disclose the identity of other customers or confidential terms of other agreements.

City of Westlake, FL	*Citibot, Inc.*
_____	_____
Signed	CEO, W. Bratton Riley
_____	_____
Date	Date

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-153819-1
CivicPlus Pricing Approval Date:
Expires On: 11/1/2026

Client:
City of Westlake, FL

Bill To:
WESTLAKE CITY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sales Operations		salesops@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,438.70
1.00	CivicPlus Platform Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,500.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Meeting Migration	All Publicly Available Word / PDF Formatted Meetings and Agendas Migrated	USD 0.00
1.00	Municipal Websites Central: Content Migration	Includes Full Setup and Configuration of Website Design Selected From 1 of 10 Layout Options	USD 0.00
1.00	Municipal Websites Central: Blended Training	Blended system training, online learning paired with access to a trainer for questions and learning reinforcement. Migration of the current year plus two previous years of simple meeting agendas and minutes	USD 0.00

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QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Migration Standard Implementation	All Publicly Available Non-time Sensitive Published Content Migrated While Maintaining Formatting. Spelling & Links Check Completed.	USD 0.00
1.00	CivicPlus Agent Implementation	CivicPlus Agent implementation fee	USD 1,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Guardian Security (Cloudflare WAF/CDN)	Guardian Security (Cloudflare WAF/CDN)	USD 300.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	USD 0.00
1.00	Municipal Websites Central: Starter Premium Annual Fee Renewal	Municipal Websites Central: Premium Annual Fee Renewal	USD 5,000.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL	USD 0.00
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee	USD 0.00
1.00	CivicPlus Agent	AI powered agent providing resident facing answers and related actions, paired with an administrative interface where customers select knowledge sources, including but not limited to municipal websites, online code hosting, and uploaded documents.	USD 5,000.00

DRAFT

Total Investment - Initial Term	USD 6,361.30
Annual Recurring Services (Subject to Uplift)	USD 10,300.00

Initial Term	11/1/2026 - 10/31/2027, Renewal Term 11/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 3

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
https://www.westlakegov.com/

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

DRAFT

Acceptance of Quote # Q-153819-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
_____	_____
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

DRAFT

Granicus Investment Summary:

Government Experience Agent

Prepared by: Evan Bender, Account Executive

Prepared for: City of Westlake, FL

October 28, 2026

A Better Digital Front Door for Residents

Government Experience Agent (GXA) helps residents get answers and navigate government services more easily through an AI-powered conversational experience on the web.

The goal is simple: **make it easier for residents to find what they need while reducing the burden on staff to repeatedly answer common questions.**

Why Granicus GXA

Hands-On Content Readiness
AI is only as effective as the information behind it. Granicus provides human-driven content support, including onsite workshopping when appropriate, to help improve and prepare content for AI adoption. Rather than relying solely on an automated scan, Granicus experts work alongside your team to strengthen the foundation for long-term success.

Multilingual Resident Experience
GXA can understand and respond in **77 languages**, helping provide a more accessible and consistent digital experience to residents across the community.

Control for Your Team
The GXA Admin Console gives staff flexibility to manage data sources themselves. When information changes or a website needs to be re-scraped, your team can make the update without having to submit a support request.

Long-Term Strategic Partnership
The investment goes beyond the technology. Granicus provides professional project management during implementation and ongoing Experience Partner guidance to help your organization continue improving the experience after launch.

Investment

Investment	**Cost**
Setup & Configuration	**$10,000 one-time**
Annual Subscription	**$8,000/year**
Year 1 Investment	**$18,000**
Ongoing Annual Investment	**$8,560 (Year 2)** **$9,157 (Year 3)**

Important Clarification:

The proposed investment **does not include telephone/phone-system voice capabilities**.

GXA can provide a voice experience through the web at the pricing above. Connecting GXA to telephone systems would require additional discovery, scoping, and investment.

Government Experience Agent (GXA)

The best answers for residents — instantly.



The Challenge

Today, residents expect quick, clear, and accurate answers — whether speaking to a live agent or interacting with a digital one. Traditional website navigation becomes doubly frustrating when government information is hard to find, while call centers are overwhelmed with repetitive questions that pull staff away from high-value work. In response, AI is rapidly finding its way into agencies to improve efficiency, but too often it's through disconnected tools and isolated point solutions.

The risk is no longer adopting AI, but adopting it without the governance and operational control needed to ensure consistency, accountability, and trust — all while staffing call centers and counters remains costly and resource-intensive.

Governments need governed, purpose-built AI that returns hours back to staff.

Introducing Government Experience Agent

Government Experience Agent (GXA) from Granicus unlocks a new era of policy-aligned, equitable self-service across voice, web chat, SMS, and WhatsApp — purpose-built specifically for the needs of government.

Deep connectivity to **Government Experience Cloud (GXC)** and your other systems of record ensures GXA delivers secure, reliable, and fully traceable interactions — from trash and recycling schedule questions to utility billing support, permit and inspection requirements, 311 service requests, and even City Council agenda.

GXA brings **always-on, 24/7 digital service** to your residents while lowering operational strain, improving customer experience, and helping you modernize how you serve.

Imagine If You Could...

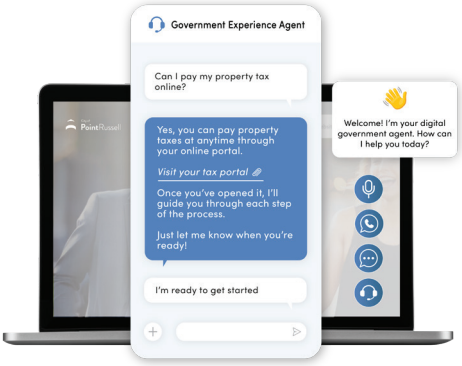
For residents:

- **Get clear, accurate responses 24/7 across voice, web, and text** — without visiting an office, navigating menus or running into dead ends.
- **Receive consistent guidance** that reflects current policies and real service status.
- **Ask questions, request services, and get results** in up to 75 languages.
- **Get seamless escalation** to a human when needed.

For staff:

- **Meet accessibility requirements by default** with WCAG 2.2 AA-compliant digital service.
- **Deploy AI confidently with built-in governance**, ensuring accuracy, explainability, and alignment with agency policies.
- **Reduce repeat questions** by connecting inquiries to approved content and workflows.
- **Eliminate manual triage, copy-paste responses, and follow-ups** caused by incomplete or incorrect requests.
- **Maintain accountability and oversight** as demand scales.
- **Streamline high-volume services** such as permitting, service requests, public records requests, meetings, and agenda management.
- **Deflect routine calls and inquiries by resolving more requests digitally** — reducing contact center load while improving response times.

Introducing a new type of civic experience agent — helping governments meet residents with intelligence, empathy, and simplicity.



Why GXA?

Trusted Answers, Tailored for Government

Unlike commercial chatbots, GXA is built for government accountability and understands the unique tone, structure, terminology, context, and regulations of public sector communication.

Always Accurate, Always On

Residents get 24/7 access to the right information, dynamically pulled from approved sources — city and county websites, internal documents, data systems, and more — under full admin control.

Unmatched Expertise

Granicus' approach to AI is informed by decades of experience supporting government programs at scale, drawing on real resident and staff interactions across services, channels, and jurisdictions — ensuring responses reflect how government actually works.

Expert-Powered Collaboration and Optimization

Granicus experience experts establish content governance best practices, test models, ensure organizational readiness, and involve and train frontline staff, helping agencies reduce risk, improve accuracy, and continuously optimize GXA based on community behavior and agency priorities.

Responsible, Transparent AI

GXA protects PII, avoids misinformation, and is governed by public sector-grade transparency and compliance controls. Customer and resident data is protected and never used to train or otherwise integrated into the underlying GXA platform or LLMs.

One Partner. Multiple Agents

You gain a single, scalable partner — backed by an innovation roadmap that includes rapid development cycles and agentic expansion for both citizen- and staff-facing use cases, all built to meet residents and teams where they are.

"This is a platform more than a technology. It's an investment more than a purchase. This is an enterprise level solution that needs enterprise level governance. I'm glad that we have taken our time with this deployment and we've done adequate testing, with the support of the Granicus team all the way through."

Crystal Sprague, Director of Performance and Innovation, Unified Government - Wyandotte County/Kansas City, KS

GXA Key Features

- Intent aware prompt engineering
- Natural language understanding and multilingual support
- Powered by multiple jurisdiction-specific, curated sources under your control
- WCAG 2.2 AA accessible
- Continuous tuning and human oversight from Granicus experience experts
- Transparent records and retention
- Admin Control Center to access data insights and adjust sourcing and branding

SMARTER, SAFER AI FOR GOVERNMENT.

Improved customer experience through better access and faster answers.

Reduced cost to serve by deflecting calls to digital self-service.

Increased operational efficiency by freeing staff to focus on high-value work.

Ready to modernise your resident experience?

Contact us

ORDINANCE NO. 2018-7

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING PURCHASING PROCEDURES AND GUIDELINES FOR AQUIRING GOODS, SERVICES AND/OR CONSTRUCTION RELATED SERVICES FOR THE CITY OF WESTLAKE; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Westlake desires to implement procedures consistent with Florida Statutes, Chapter 287, which procedures will guide the City in the procurement of commodities, goods, services and construction related projects; and

WHEREAS, under Florida Statutes, Chapter 287, the legislature created statutory guidelines to ensure honesty and integrity of local governments in public procurement, which reduces the appearance of favoritism and inspires public confidence in the award of contracts in an economic and equitable manner; and

WHEREAS, the legislature further provided provisions for ethical considerations in the procurement of public commodities and contractual services by requiring uniform procedures and written documentation of the decision-making process; and

WHEREAS, consistent with the requirements as set forth in the Florida Statutes for the award of contracts, for the procurement of goods and services and construction related contracts, the City of Westlake intends to adopt policies, procedures, practices and guidelines in furtherance of the procurement laws; and

WHEREAS, the adoption of purchasing policies, procedures, practices and guidelines will ensure that public procurement is performed in an honest and equitable manner, and inspire confidence in the public for the City of Westlake that the local elected officials are operating in a manner that will preserve the public health, safety and welfare with regard to the expenditure of funds for the public.

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

ARTICLE I PURPOSE, DEFINITIONS, BID PROCEDURES

SECTION 1: Purpose: The purpose of this division is to provide for a fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds and to provide procedures and guidelines governing those purchases. The City shall utilize a solicitation process which encourages small business, minority owned business and women owned business participation even on items which are exempted from Council approval.

SECTION 2: 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:

Addenda means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of bids or proposals.

Amendment means the method of changing the terms and conditions or requirements of a contract or agreement after its execution. All amendments must be approved in writing and signed by the city manager and contractor. Amendment must include all changes in terms and /or conditions including total amount of the amended contract.

Appropriation means a legislative authorization to expend public funds for a specific purpose. Funds set apart for a specific use.

Award means the acceptance of a bid, offer or proposal by the proper authorized designee. The city council must approve all awards over the authority of the city manager, with the exception of emergency purchases.

Best and Final Offer means the rational granting the City Manager or his/her designee discretion in taking action to allow qualified bidders participating in a competitive bid process to provide a sealed best and final offer.

Best Interest of the City means the rational granting the City Manager or his/her designee discretion in taking action most advantages to the city when it is impossible to interpret adequately a specific response by law or regulation.

Best Value means a method of award that uses a cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.

Bid means a written offer submitted to the city by a prospective offeror to furnish specific services, supplies, or construction services in response to an invitation for bid.

Bid Acceptance means the unconditional receipt of the bid at the designated bid location within the time frame and conditions set in the bid document. Any alterations to the bidder's offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

Bid Bond means a sum of money, which could be in the form of a cashier's check, irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the bid bond.

Bid Deposit means a certified check, cashier's check, bank money order, band draft or any national or state bank, surety bond or cash deposited with and as instructed by the prospective purchaser to guarantee the bidder will, if selected, accept the contract in accordance with the bid. If the bidder does not accept the contract, the bidder forfeits the amount of the deposit.

Bid Opening means the process of opening and reading bids conducted at the time and place specified in the Invitation for Bid, and/or advertisement and in the presence of all who wish to attend the bid opening.

Bid Performance Bond means a sum which is issued usually by a surety assuring the city that once the contract is awarded, the contractor will meet its obligations under the contract.

Bid Waiver means a process, whereby supplies or services may be procured without formal competitive bidding process when determined to be in the best interest of the city.

Blanket Purchase Order means a purchase order under which a party agrees to provide supplies or services to the city on a demand basis, acceptance of which constitutes a contract.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, association or any other private legal entity.

Certificate of Insurance means a certificate issued by a reputable insurance company evidencing that the company has the appropriate insurance.

Change Order means a written alteration to a formal contract or purchase order entered in accordance with the terms of the contract or in accordance with the solicitation.

City means the City of Westlake, Florida.

City Manager means the city manager of the City of Westlake, Florida, and/or authorized designee.

Compensation means the amount paid by the agency for goods or services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

Competitive Bidding means the submission of prices by individuals for firms competing for a contract, privilege, or right to supply merchandise or services.

Competitive Sealed Bids or Competitive Sealed Quotes means the process of receiving two or more sealed bids, proposals, or replies submitted by responsive vendors and includes bids, proposals, or replies transmitted by electronic means in lieu of or in addition to written bids, proposals, or replies.

Competitive Sealed Proposal means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible bidders who submit proposals and prices in the competition that meet the required criteria. Competitive sealed proposal is the preferred method of sources selection in the City.

Competitive Solicitation or solicitation means an invitation to bid, a request for proposals, or an invitation to negotiate.

Confidential Information means any information which is available to an employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or available to the public on request.

Consultant means one who provides professional advice or services including, but not limited to: attorneys, architects, engineers, surveyors and accountants.

Consultants' Competitive Negotiation Act means a procedure established in Florida Statutes § 287.055, as periodically amended, for acquiring professional architectural, engineering, landscaping architectural or land surveying services.

Contract means a binding contractual instrument, including, but not limited to contracts, leases, purchase orders, interlocal agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addendum, bonds, fee schedules, and any other related documents for incorporation into the contractual agreement.

Contracts means every contract, unless otherwise exempt as per the section below, shall contain language that obligates the contractor to comply with the applicable provisions of this section. The contract shall include provisions for the following:

(1) The contractor certifies and represents that it will comply with this section during the entire term of the contract.

(2) The failure of the contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the city to pursue any remedy stated below or any remedy provided under applicable law.

(3) The City may terminate the contract if the contractor fails to comply with this section.

(4) The City may retain all monies due or to become due until the contractor complies with this section.

Contract Administrator means city manager duly authorized designee requesting items and/or services and the designated City contact for the particular contract.

Contractor means any person or entity having a contract with the City.

Contractual Services includes, without limitation, printing; gas; fuel; cleaning services; purchase, installation, rental, repair and maintenance of equipment; machinery; construction and consultant contracts and other personal property; lease of real property and office space by the city as lessee; and all other contractual supplies, materials equipment and services not specifically excluded from these procedures.

Construction means the process building, altering, repairing, improving, or demolishing any structure or building or roadway or utility or other improvements of any kind to any real property owned or under the control of the City. It does not generally include the routine operation, repair, or maintenance of existing structures, buildings, or other real property. Florida Statutes, §255.20.

Construction of Utilities means all such reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, intakes, pipelines, distribution systems, purification works, collecting systems, treatment and disposal works, airports, hospitals, jails and golf courses, and gas plants and distribution systems.

Cooperative Purchasing means the procurement conducted by or on behalf of more than one public procurement unit. The combining of requirements of two or more public procurement units, in order to obtain the benefits of volume purchases and/or reduction in administrative expenses.

Council means the Mayor and City Council of the City of Westlake, Florida.

Debarment means the exclusion of a person or business from participating in a procurement activity for an extended period of time, as specified by law, because of an illegal or irresponsible action.

Design-Build Contract means a single contract with a design-build firm for the design, and construction of a public construction project.

Design-Build Firm means a partnership, corporation, or other legal entity that:

(1) Is certified under F.S. § 489.119, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(2) Is certified under F.S. § 471.023, to practice or to offer to practice engineering; certified under F.S. § 481.219, to practice or to offer to practice architecture; or certified under F.S. § 481.319, to practice or to offer to practice landscape architecture.

Design Criteria Package means performance oriented drawings or specifications of the public construction project. The design criteria package must furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package must specify performance based criteria for the construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirement applicable to the project.

Design Criteria Professional means a firm which holds a current certificate or registration under F.S. Ch. 481, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under F.S. Ch. 471, to practice engineering and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Designee means a duly authorized representative.

Discount *from list contracts* means those contracts whereby price is determined by applying a percentage discount from an established catalog or list price.

Emergency means a situation or occurrence of a serious nature involving urgent and extreme matters of public health, safety, and welfare, or which requires the safeguarding of city assets.

Emergency Purchase means a purchase make without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk. The City Manager or his/her designee shall have the authority to make emergency purchases of not more than the current bid threshold without competitive bids, provided that all such purchased shall be reported to the City Council at the next regularly scheduled meeting.

Employee means an individual employed by the City drawing a salary or wages from the City.

Evaluation Committee means a group of three or more persons selected by the city manager to review proposals received in response to an RFP. The evaluation committee may include persons who are not employed by the city.

Evaluation Sheet means the forms used by the evaluators to evaluate proposals. Each evaluator shall sign and date his or her evaluation sheet. The factors included in the evaluation sheet are factors related to management capability, technical capability, manner of meeting performance requirements, cost and other important considerations which were incorporated.

Exceptional Purchase means any purchase of commodities or contractual services excepted by city ordinance or policy or rule from the requirements for competitive solicitation, including, but not limited to, purchases from a single source, purchases upon receipt of less than two responsive bids, proposals or replies, purchases made by the City after receiving approval from the City Manager or his/her designee made without advertisement.

Field Purchase Order (FPO) means a document which encumbers the funds and must be approved using the same steps as a requisition. FPO's are used in situations when a purchase order is not required and a direct check is requested.

Grant means the furnishing by the city or a city authorized not-for-profit provider of assistance, whether financial or otherwise, to any person to support a program or activity, or the furnishing to the city of such assistance by another person or federal or state agency.

GSA Federal General Services Administration establishes long-term government-wide contracts. Local government entities may only purchase goods and services related to information technology from GSA schedule 70, information technology, consolidated (formerly corporate contracts) schedule contracts containing IT special item number (SIN) and disaster recovery purchasing to recover from a major disaster. GSA government-wide acquisition contracts (GWACs) are not authorized for use by local government entities under section 211 of the E-Government Act of 2002.

Identical Bid means a bid that is the same in all salient respects with another bid. Identical tie bids in accordance with Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever, two or more bids are equal with respect to price, quality, and services are received by the City for the procurement of commodities or contractual services, the bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process.

Informal Bids means process utilized to obtain prices for goods and supplies for all purchases up to $50,000.00. The acceptable methods are faxed, emailed or mailed written price quotations.

Invitation for Bids All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Invitation to Negotiate means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the City determines that negotiations may be necessary to receive the best value. A written solicitation includes a solicitation that is electronically posted.

***Lobbyist** regulations* stipulates that all persons, firms, organizations and corporations seeking procurement from the city or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the city clerk's prior to contacting a member or members of the city council regarding the city procurement. The lobbyist registration must disclose each party, person, principal, and/or client represented on city matters.

Local City Vendor or Professional. Any person, firm, partnership, company or corporation with a regional or main business office located in Palm Beach County. Any person, firm, partnership, company, or corporation that is authorized to provide any of the services listed in Florida Statutes, §287.055(2)(a) with a regional or main business office located in Palm Beach County.

Lowest Responsible Bid* or *Lowest Responsible Quotation means the lowest bid or quotation received that best responds in quality, fitness and capacity to the requirements of the proposed work or usage, as specified, from a vendor deemed responsible and responsive to the invitation to bid or solicitation for a quotation.

Main Business Office: The office where the company leadership is located and where management and technical staff who possess capabilities to actually perform the work are located and within the geographical boundary where work has been done continuously for the previous 12 months. For any company or entity to avail itself of the local preference provisions of this Division, the main business office shall have paid a business tax receipt, where applicable, to the City of Cape Coral for at least one full year prior to the bid or proposal submission. The main business office must have a physical location in an area zoned for the conduct of such business. Post office boxes are not acceptable for purposes of establishing a physical address.

Minority/Women Business Enterprise: A minority-owned business enterprise or a women-owned business enterprise or a combination minority and women-owned business enterprise. A M/WBE is any small business concern which is organized to engage in commercial transactions, which is domiciled in Palm Beach County, and which is at lease fifty-one (51) percent owned by minority persons and/or women who are members of an insular group that is of a particular racial, ethnic or national origin makeup or gender, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons.

Multiple Award means the award of contract to two or more vendors or contractors to furnish the same or similar supplies or services, where more than one vendor is needed to meet the contract requirements for quality, delivery or services.

Payment Bond means a promise of a surety assuring payment to all persons supplying labor or materials in the work provided for in a contract. The city has the discretion of requesting a payment bond when the construction contract is $250,000.00 or less.

Performance Bond means a promise of a surety, sometimes referred to as "completion bond," assuring the city that once the contract is awarded, the contractor will perform its obligations under the contract.

Person means any business, corporation, partnership, individual, union, agency, committee, club, organization, or group of individuals.

Piggyback Method means a form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges as part of the contract for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

Procurement buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services and construction. It also includes all functions that pertain to the obtaining of any supplies, service, and construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

Professional Services means any services where the city is obtaining advice, instruction, or specialized work from an individual, firm or agency specifically qualified in a particular area. Professional services may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability.

Protest means a written complaint presented to the City Manager in reference to the award of a contract which resulted from an RFP, RFQ, or bid.

Public Bid Disclosure Act (Florida Statutes § 218.80). When a department wishes to release a construction bid or RFP, all of the city's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the city must be disclosed. If the RFP does not require the response to include a final fixed price, the city is not required to disclose any fees or assessments in the RFP. However, at least ten days prior to requiring the contractor to submit a final fixed price for the project, the city shall make the disclosures required by F.S. § 218.80.

Public Records means those records as defined in Florida Statutes, Chapter 119.

Purchase means the words used in a solicitation to describe the supplies, services, and construction to be purchased, and includes specifications attached to, or made a part of the solicitation.

Purchase Order means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered, and applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and its execution by the vendor. A purchase order binds the vendor in a contractual relationship with the City.

Request for Proposal means a solicitation for proposal to provide a solution to a problem or a course of action or a determination of data findings useful to the City. An RFP is characterized by description of the desired results and a scale of how the proposals will be evaluated to obtain the results. Negotiation on any part of the RFP is permissible. The RFP includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Compensation paid to a proposer is negotiated once the top-rated proposer has been determined.

Request for Quotation is an informal request for prices normally used for procurement below the formal contract threshold. The request for quotation includes all documents whether attached or incorporated by reference, included in a solicitation for quotations.

Request for Qualifications (prequalification of bidders) is the screening of potential vendors in such factors as financial capability, reputation, professional expertise and management in order to develop a list of qualified vendors. Once the list of pre-qualified vendors is created, a bid or RFP is created and released to the pre-qualified list.

Responsible Bidder A person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance of the contract.

Responsive Bidder means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a responsive bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.

Sealed Bid means a bid that has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all bids.

Services mean the furnishing of labor, time, specifications and technical assistance by a contractor, including both professional and general services. This term shall not include employment agreements.

Small Business means a business domiciled in Palm Beach County and certified by the county which is an independently owned and operated, for profit, business concern organized to engage in commercial transactions.

Sole Source means the only source known to be able to perform a contract, or the one source that among others that, for justifiable reason, is found to be the most advantageous for the purpose of contract award.

Specifications mean any description of the physical or functional characteristics or of the nature of a supply, service and construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service and construction item for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended, and encourage competition in satisfying the city's needs and shall not be unduly restrictive.

Supplies shall mean and include all supplies, materials, and equipment.

Sunbiz means the website maintained by the department of state, division of corporation listing all companies incorporated in the state, including registered fictitious names and foreign corporations.

Surplus Property means City-owned which is no longer needed for public use.

Tax Savings Direct Purchases. The City is recognized by the state as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes

on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the city, in which private firms install tangible property that becomes part of a City facility. See rule 12A-1.094 and Florida Statute, § 212.08(6). The City will implement the DPTSP for projects of $1,000,000.00 or above.

Unit Price mean the cost per unit of a product or service.

Using Agency is any department, agency, commission, bureau or other unit to the City government using supplies or procuring contractual services.

Vendor means an actual or potential supplier of an item, service, and construction.

Vendor Performance means an action or inaction taken by a vendor under a contract, purchase order, or other binding agreement with the city. Nonperformance, which is an action or inaction, which does not comply with the specifications, and/or terms and conditions of a contract or purchase order.

Waiver of Bid means a process where authorized by law or rule whereby the City Manager may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

Section 3: Competitive Bidding Required.

(A) **Competitive Sealed Bids:** All purchases of and contracts for equipment, supplies and contractual services, when the estimated cost shall exceed $50,000.00, except as specifically provided in this section, shall be based, wherever possible, on competitive sealed bids. The City Manager is authorized to purchase and contract for equipment, supplies and contractual services and pay for a construction change order(s) when the cost do not exceed ten percent of the contract costs or $50,000.00, whichever is less, without further City Council approval.

(B) **Invitation for Bids:** For all purchases subject to competitive bidding, the Procurement Division shall issue an invitation for bids which includes specifications, and all contractual terms and conditions applicable to the anticipated purchase. In the event of any conflict between the invitation for bids and this article, the provisions of this article shall prevail.

(C) **Addenda:** After an invitation for bids is issued and before the bid opening, the Procurement Division may issue one or more written addenda for the purpose of clarifying specifications or other matters relating to the bid.

No addenda will be issued within five business days prior to bid opening without extending the bid opening date.

(D) **Public Notice:** All invitations for bids shall be published at least once in a newspaper of general circulation in the city a minimum of ten calendar days preceding the last day set for the opening of bids. The public notice shall state the place, date and time of the bid opening; a general description of the subject matter of the bid, and where bid forms and specifications may be obtained. The city may utilize electronic bidding either through its own database or a third-party vendor. The public notice shall contain the internet bidding web address. This will be a standard sealed bid electronic submission and a vendor's electronic signature will be accepted.

(E) **Bid Security:** The invitation for bids may specify that some form of bid security is required. Bid bonds may be required, in the discretion of the City Manager, on all bid solicitations where the estimated cost is in excess of $50,000.00. The bid bond shall provide that if the bid is:

a. Rejected by the city; or

b. Accepted and the bidder executes the contract and furnishes an appropriate bond, if required, then the bid bond is void, otherwise it remains in full force and effect. The security may be in the form of a certified check, a cashier's check, treasurer's check or bank draft of any national or state bank. If the city permits a bidder to withdraw its bid, no action shall be taken against the bidder or the bid security. If a bidder indicates that it has made a mistake that is of a magnitude that it will not be willing to perform a contract based on its bid, then the city shall not be obligated to formally accept the bid of that firm as a prerequisite to making a claim against the bid bond and the bid bond shall so provide. A vendor who fails or refuses to execute the contract within 15 calendar days after City Council approval shall forfeit the bid security, unless the city is solely responsible for the delay in executing the contract. The City Council may, upon the refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest responsible and responsive bidder. In such event, the amount of the lowest bidder's bid security shall be applied by the city to the difference between the lowest and the lowest responsible and responsive bid, and the surplus, if any, shall be returned to the lowest bidder.

(F) ***Bid Opening***: Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid, and other relevant information as the Procurement Manager deems appropriate, together with the name of each bidder shall be recorded. Sealed bids received by the city are exempt from public disclosure until a time as the city provides notice of intent to award, or ten calendar days after bid opening, whichever is earlier.

(G) ***Ranking of Responsive Bidders***: The City Manager shall establish purchasing procedures which increase small business, minority owned business and women owned business participation in procurement within the City. Contracts shall be awarded to a certified small business, minority owned business or women owned business submitting the lowest responsive, responsible when the small, minority or women owned business is within ten (10%) of the lowest non-small, minority owned or women owned business proposal.

Section 4: Formal Contract Procedure.

All equipment, supplies and contractual services, except as otherwise provided in this section, when the estimated cost shall exceed $50,000.00 shall be purchased by formal, written contract from the lowest responsive, responsible bidder, after due public notice inviting proposals has been given; however, the City Council, upon request of the City Manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the City.

Section 5: Award of Contract.

(A) **City Manager Recommendation:** The City Manager shall have the authority to recommend to the City Council award of contracts. Contracts shall be awarded to the lowest

responsive, responsible bidder, or as otherwise determined in the best interest of the City. The City Manager may establish a point system for small business, minority owned and women owned business in the evaluation of proposals. The City Council shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations and corporations submitting bids or proposals to the City. Following an evaluation of responses received for bids, request for proposals, and other purchases, the City Manager shall have the authority to recommend to the City Council award of contracts. After placement on the agenda, the City Council reviews the City Manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the City Manager.

(B) **Lobbyist:** In accordance with administrative procedures and policies, and the City's lobbying ordinance, all persons, firms, organizations and corporations seeking a procurement from the City or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the City Clerk's prior to contacting a member or members of the City Council regarding a City procurement. Lobbyists shall cease all contact and communication with the City Council within the period of time as stated in the lobbying ordinance before the date set for a decision on a matter.

(C) **Lowest Responsive Bid/Quote:** In determining the lowest responsible bid or quotation, the following shall be considered, in addition to price:

(1) The quality of commodities or services offered;

(2) The ability, capacity, and skill of the vendor to perform the contract or provide the commodities or services required;

(3) Whether the vendor can perform the contract or provide the commodities or services promptly, or within the time specified, without delay or interference;

(4) The sufficiency of the vendor's financial resources and the effect thereof on the vendor's ability to perform the contract or provide the commodities or services;

(5) The character, integrity, reputation, judgment, experience, and efficiency of the vendor;

(6) The quality of vendor's performance on previous orders or contracts for the city;

(7) Litigation by the vendor on previous orders or contracts with the City;

(8) Compliance by the vendor with federal, state and local laws and ordinances relating to the subject of the purchase or contract;

(9) The ability of the vendor to provide future maintenance and service where such maintenance and service is essential;

(10) Internal cost of vendor's proposal, including any additional expenditure required by the city to complete the project or purchase; and

(11) Life cycle costs, including costs of purchase, maintenance, and disposal, less residual value over the expected life of the product.

(D) **Process to Apply the Local Vendor Preference (LVP) to Bids:**

Purchases and contracts within the authority of the City Manager may be given consideration to local preference by application of the guidelines in this subsection. In the award of bids and the determination of the lowest, best and responsible bidder, the City Council may award a preference based upon vendors, contractors or subcontractors who are local with a preference as follows:

(1) ***Local Contractor/Vendor Preference.*** When the lowest responsive bid has been submitted by a non-local qualified contractor/vendor (hereafter non-local bidder), and a qualified local contractor/vendor has submitted a responsive and responsible bid, the local contractor/vendor with the lowest bid shall have the opportunity to match the bid submitted by the lowest responsive non-local bidder provided that the local contractor/vendor's bid price does not exceed the non-local bidder's bid price by more than the following percentages:

a. Main business office in the City of Westlake - 10%;
b. Regional office in the City of Westlake - 7.5%;
c. Main business office in Palm Beach County - 5%;
d. Regional office in Palm Beach County - 2.5%.

(2) When a non-local bidder submits the lowest bid price, but there is a local contractor/vendor whose bid price does not exceed the percentages stated above, the Procurement Manager shall notify the local contractor/vendor in writing of its opportunity to match the lowest bid price submitted by a non-local bidder. The local contractor/vendor shall have five business days from the date of receipt of notification to match the bid submitted by the lowest non-local bidder.

(3) In the event the local contractor/vendor declines or is not able to submit a matching low bid, the local contractor/vendor with the next lowest responsive and responsible bid whose bid price does not exceed the percentages of the lowest bid price shall be notified in writing by the Procurement Manager of its opportunity to match, within five business days of receipt of notification, the lowest bid price. This procedure shall be followed until there are no more local contractors/vendors whose responsive bid is within percentages specified above.

(4) Any contractor/vendor who desires to be considered for the local contractor/vendor must apply for such status as set forth herein. If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

(E) **Exceptions to Application of LVP:** Preference for a local contractor/vendor shall **not** apply to any of the following purchases, contracts or situations:

a. Goods or services provided under a cooperative purchasing agreement or piggyback.

b. Contracts for professional services subject to the Consultant's Competitive Negotiation Act (F.S. § 287.055), except as otherwise provided herein.

c. Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference.

d. Purchases made or contracts let under emergency or noncompetitive situations exempt from competition.

e. Where the application of local preference to a particular purchase, contract or category of contracts is within the award authority of the City Manager, the City Manager may waive the local preference upon good cause shown.

f. Where the City Council is the awarding authority the City Council may waive, for good cause shown, the application of the local preference to a particular purchase, contract, or category of contracts.

(F) **Application of Local Vendor Preference for Requests for Proposals:** When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within ten percent of the total 100 ranking points, then the city may elect to negotiate with the local firm first.

Section 6: Purchases Over $35,000.00 Require City Council Approval.

The City Manager shall have the authority to execute all procurement related purchase orders, contracts, contract amendments and contract renewals in the amount of $35,000.00 or less. The City Manager shall have discretion to establish guidelines for purchases over $15,000.00 but less than $35,000.00. The City Council shall approve all purchases over thirty-five thousand ($35,000.00) dollars. All contracts, contract amendments and contract renewals shall be reviewed and approved by the City Attorney prior to execution on behalf of Westlake.

Section 7: Emergency Purchases:

An "Emergency" is defined as a situation brought about by a sudden unexpected turn of events, such as an Act of God, riots, fires, floods, accidents, or any circumstance or caused beyond the control of the City in the normal course of conducting business. An emergency purchase is made to alleviate a situation where there is a threat to health, safety, welfare, injury or loss to the City that can only be rectified by immediate purchase of equipment, supplies, materials or services.

The City Manager may authorize emergency purchases on weekends, holidays or after hours. The authorization may be in excess of $35,000.00 dollars, but may not exceed $50,000.00, where the immediate requisition of goods or services are required.

Section 8: Exception to Bid Requirements.

Only the following situations are exempted from the competitive bid requirements of this article:

(1) ***Emergency Purchases.*** In urgent cases of compelling emergency which require the immediate purchase or repair of equipment, supplies or contractual services, the city manager is empowered to secure, by open market procedure at the lowest obtainable price, any equipment, supplies, repairs or services not exceeding

$50,000.00. The City Manager shall place a notation on the agenda of the next regularly scheduled City Council meeting advising of the emergency purchase.

(2) ***Professional Services.*** Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract, approved by the council, shall be required for all such contracts in excess of $25,000.00.00, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.

(3) ***Noncompetitive Supplies.*** Noncompetitive supplies, available only from one source, such as unique, patented or franchised supplies, are exempt. The City Manager is authorized to purchase and contract for noncompetitive supplies in excess of $50,000.00, provided authorized funds are available in the annual budget and records of purchases exceeding $50,000.00 are available for review in the procurement department.

(4) **One Bid or *No Bid Received*.** In the event that only one bid is received by the city, the City Manager is authorized to negotiate a lower price from the bidder. If no bids are received, the City Manager, when time or economic considerations warrant, may attempt to obtain three informal written quotations. If at least two written quotations are received, the purchase may proceed without the necessity for a rebid. Such purchases in excess of $50,000.00 require a formal, written contract approved by the City Council.

(5) ***Unique Circumstances.*** Where the City Council finds unique circumstances to establish that competitive bidding is not in the best interest of the City; however, such purchases in excess of $50,000.00 shall require a formal, written contract approved by the City Council. The City Council, upon request by the City Manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

(6) ***Bids and Contracts from Other Entities.*** The City Manager is authorized to use competitive bids and formal contracts from other entities.

Section 9: ***Exclusions to Procurement Procedures:*** The provision of this section shall not apply where:

(1) The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; postage; expert witness; legal and mediation services; lobbying services; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training.

(2) Travel expenses, hotel accommodations and hotel services.

(3) The contractor is a governmental entity.

(4) The contract is for the sale or lease of property.

(5) The covered contract is necessary to respond to an emergency.

(6) The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.

(7) The city council waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:

a. Where only one solicitation response is received.

b. Where more than one solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

Section 10: Waiver of Procurement Procedures. The City Council may authorize the waiver of procurement procedures upon the recommendation of the City Manager that it is in the city's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by the waiver process shall be acquired with such competition as is practicable under the circumstances and only after a good faith review of all available sources and negotiation as to price, delivery and terms. There shall be no waiver of procurement procedures for procurements that are subject to the provisions of F.S. §§ 287.055 or 255.20.

Section 11: Tie Bids: In the event two or more bids are equal with respect to price, quality and service, preference will be given in the following order:

a. The bidder that has its main business office in the city;

b. The bidder that as its regional office in the city;

c. The bidder that has its main business office in Palm Beach County;

d. The bidder that has its regional office in Palm Beach County;

e. The bidder that has his or her business in the State of Florida;

f. A state or county certified minority-owned bidder;

g. A bidder that promotes a drug-free environment; and

h. Alphabetical.

Section 12: Cooperative Purchasing.

The City Manager may procure, without following formal contract procedure, all supplies, materials, equipment and services, which are cooperative purchases and shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the City would be served.

Section 13: Appropriations Required.

(A) No obligation for expenditures of City funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the budget. This provision shall apply, without being limited to, any formal or informal contractual obligation for the purchase of

lease supplies, services or equipment, and personal services. No money may be drawn from the treasury of the City nor may the appropriate City officials execute any check, draft, warrant, note or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be debited for such payment.

(B) No obligation for the expenditure of money, nor drawing of funds from the treasury, in excess of $1,000.00 may occur unless there is a written certification from the finance director or his/her designee certifying that there exists an adequate unencumbered balance of appropriate and available funds.

(C) The City Manager, in a matter of public necessity, may incur obligations or expend funds, not in excess of $25,000.00 without complying with this article or the requirements for public bidding, provided that he/she places the ratification of these expenditures on the first regularly scheduled council meeting occurring after the incursion or expenditure. In an emergency involving urgent, and extreme matters of public health, safety or welfare, the City Manager may exceed this monetary limitation, provided that, on the same business day that he/she takes such action, the City Manager shall request that a special Council meeting be held at the earliest possible time, to ratify that action.

Section 14: Appropriations for Outstanding Purchase Orders.

A duly authorized appropriation of any given fiscal year shall continue to be a valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the later year's budget, providing that the expenditure pursuant to such appropriation has been authorized by the City Council or a properly executed purchase order is outstanding at the end of the fiscal year of the original appropriation. Authority to complete such purchase and expenditure is granted; and if the expenditure is not completed after a reasonable time, the City Manager is authorized and directed to cancel and close out the unexpended balance of the appropriation.

Section 15: Procedures for Purchases in Excess of $50,000.00.

Bid Award

(A) All bids in excess of $50,000.00 shall be awarded by City Council as soon as practical after the bids are opened. Bids shall be awarded to the lowest qualified responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In determining the lowest responsible and responsive bidder, in addition to price, the following shall be considered:

1. The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract;
2. Whether the bidder can perform the contract of provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgement, experience and efficiency of the bidder;
4. The quality of performance of the bidder on previous city contracts;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
6. The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required; and

7. The ability of the bidder to provide future maintenance, service or warranty work, if applicable.
8. The bidder's status as a small business, minority owned business or a women owned business as certified by Palm Beach County.

(B) Except as otherwise provided in this division, the purchase of commodities or services of an estimated value in excess of $50,000.00 shall be approved by the City Council and may be by purchase order and/or other written contract with the vendor submitting the lowest responsible bid whose bid has been solicited, received and approved, pursuant to the following procedures:

(C) ***Advertisements.*** **Notice inviting solicitations.** Except of those solicitations that are required by statute to be advertised in a newspaper, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided.

(D) ***Security (bid bonds).*** When the estimated cost of a contract is $150,000.00 or higher, or when otherwise deemed necessary by the City Manager, security in the form of a bid bond issued by a surety company licensed to do business in the state or a cash bond in an amount equal to ten percent of the bid shall be prescribed in the public notices inviting bids. When the City Manager deems it necessary to require a bid bond for bids less than $150,000.00, the bond shall be in an amount equal to five percent of the bid. A vendor shall forfeit a bid security upon a refusal or failure to execute the contract within 15 calendar days of the notice of award of contract, unless the City is solely responsible for the delay in executing the contract. The City Council may, upon the refusal or failure of the successful vendor to execute the contract, award the contract to the next lowest vendor.

(E) ***Bid Opening Procedures***. Sealed written bids shall be returned to the City and identified as bids on the envelope, together with other information as may be specified in the invitation to bid. Bids shall be opened in public on the date and at the time and place stated in the public notices as specified by Florida Statute.

(F) ***Rejection of Bids.*** The City Council may authorize the City Manager to:

a. Reject any and all bids, reject all bids and re-advertise for bids, and/or to waive minor irregularities in an otherwise valid bid.

b. A minor irregularity is a variation from the bid invitation which does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the city.

c. In the event the lowest responsive and responsible bid for a construction project exceeds available funds as certified by the Financial Services Director, and the bid does not exceed the funds by more than 10%, the Procurement Manager is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds.

(G) ***Performance and Payment Bonds.*** A performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the City except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section and this Code.

(H) ***Security in Lieu of Performance and Payment Bonds.*** In lieu of the bond required by this section, a contractor may file with the City an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or security of a type listed in Florida Statutes, § 625.301 et seq. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the City as described in subsection (5) of this section shall make the determination of the value of the alternative form of security.

(I) ***Insurance.*** The successful bidder is required to obtain at its own expense, all minimum insurance coverages required in the bid documents and contact documents. The successful bidder shall submit copies of all insurance certificates to the City for approval. No work under the contract shall commence until the required insurance has been obtained and proof of said insurance has been provided.

(J) ***Change Orders.*** Any change in the contract price, scope of work or time for completion of any project following the award of a contract shall be by a written change order, approved by the City Manager and executed with the same formalities as the contract. However, the City Manager may approve and execute change orders without City Council approval subject to the following limitations:

a. The City Manager may approve any change orders, which do not exceed $50,000.00, for up to a maximum of ten percent over the award of the City Council. The scope of any project may not be changed without prior approval of the City Council. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

b. Contract price decreases may be approved without limitation.

c. No change order shall materially change the scope of the work unless approved by the City Council.

d. In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the City Council does not make available additional funds, the City Manager is authorized, when time or economic considerations preclude re-solicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not materially changed with the lowest, most responsive and responsible bidder, in order to

bring the bid within the amount of available funds. Final negotiations shall be in written form as approved by the City Manager.

(K) ***Demonstration of products.*** All departments that engage firms in the demonstration, inspection and/or testing of supplies or services for which no formal solicitation has been advertised, must involve the procurement department in the demonstrations and/or testing. Where there would be an eventual solicitation for the products and/or services which have previously gone through a demonstration and/or inspection, it must be made known at the pre-bid meeting for the particular solicitation released.

Section 16: Protests Procedures.

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or bid to the City Manager. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed $50,000.00, are not subject to protests.

(A) ***Time for Protest.*** The submission of a protest about the award of a contract, as a result of an RFP, RFQ or bid, to the City Manager must be made no later than ten calendar days of approval of notice of award.

(B) ***Form and Content of Protest.*** The protest shall be filed in writing with a statement as to the particular facts and law upon which the protest is based, to the City Manager.

The City Manager will provide a copy of the written protest to the City Attorney and other appropriate city staff.

(C) ***Protest Filing Fee.*** The written protest must be accompanied by a filling fee in the form of a money order or cashier's check payable to the City in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than $5,000.00. The filling fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. Failure to submit a filing fee or bond simultaneously with the formal protest shall invalidate the protest and the City may proceed to the contract as if the protest was never filed.

If a protest is upheld by the City Manager, the filing fee shall be refunded to the protestor less any costs assessed under subsection (4), costs, below.

(D) ***Costs.*** All costs accrued from a protest shall be assumed by the protestor.

(E) ***Authority to Resolve Protests.*** The City Manager and the City Attorney shall have the authority, to settle and resolve any written protest within 30 days after receipt of the written protest.

(F) ***Special Magistrate.*** In the event the protest is not resolved by the City Manager, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the City Manager's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two hours per

side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

(G) **Remedies for Solicitations or Awards in Violation of Law**

(1) *Prior to bid opening or closing date for receipt of proposals*: If prior to the bid opening or the closing date for receipt of proposals, the City Manager, after consultation with the City Attorney, determines that a solicitation is in violation of federal, state or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.

(2) *Prior to award*: If after bid opening or the closing date for receipt of proposals, the City Manager, after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.

(3) *After award*: If, after an award, the City Manager, after consultation with the City Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:

a. If the person or firm awarded the contract has not acted fraudulently or in bad faith:

1. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the city; or

2. The contract may be terminated and the person awarded the contract shall be compensated for any actual costs reasonably incurred under the contract, plus a reasonable amount for overhead, prior to the termination; or

b. If the person or firm awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if that action is in the best interests of the city.

Section 17: Cone of Silence.

(A) ***Purpose.*** A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than $50,000.00, unless otherwise exempted in this section.

(B) ***Definition.*** The term "cone of silence" means a prohibition on:

(1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;

(2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;

(3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the Mayor and City Council and their respective staff.

(C) ***Exemptions.*** Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(2) Duly noticed pre-bid/proposal conferences and site inspections;

(3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to City Council;

(4) Emergency procurements;

(5) Communications with the city attorney;

(6) Sole source procurements;

(7) Those purchases that are exempted from competitive requirements

(8) Bid waivers;

(9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;

(10) Public presentations made to the City Council and communications occurring during any duly noticed public meeting;

(11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;

(12) Contract negotiations that occur after an award; and

(13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager and his/her staff, and the mayor and City Council and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The City Manager shall make available to the Mayor and the City Council all documents reviewed by the evaluation committee for the top three ranked responders.

(D) ***Procedure.***

(1) ***Imposition.*** A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the City Clerk, Mayor and City Council and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.

(2) ***Termination; City Council awarding authority.*** Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the City Council meeting where the award will be made; provided, however, that if the City Council defers the matter to a future date, the cone of silence shall be re-imposed until such time as the

matter is brought back before the City Council for further deliberation. In the event the City Council decides to reject all bids, then the cone of silence shall be lifted.

(3) ***City manager awarding authority.*** Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the City Manager; provided, however, that if the City Manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.

(E) ***Penalties.*** Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to $500.00 fine per violation and debarment.

ARTICLE II. - DESIGN-BUILD PROCUREMENT METHOD

Section 18: Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Consultants' Competitive Negotiation Act means Florida Statutes §287.055, as periodically amended.

Design-build contract means a single contract with a design-build firm for the design and construction of a public construction project.

Design-build firm means a partnership, corporation, or other legal entity that:

(1) Is certified under Florida Statutes §489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(2) Is certified under Florida Statutes §471.023 to practice or to offer to practice engineering; certified under Florida Statutes §481.219 to practice or to offer to practice architecture; or certified under Florida Statutes §481.319 to practice or to offer to practice landscape architecture.

Design criteria package means performance oriented drawings or specifications of the public construction project. The design criteria package shall furnish sufficient information to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package shall specify performance based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layout and conceptual design criteria for the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

Design Criteria Professional means a firm which holds a current certificate or registration under Florida Statutes, chapter 481 to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Florida Statutes, chapter 471 to practice engineering

and who is employed by or under contract by the city to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Section 19: Use of Design-Build Contracts.

(a) ***Competitive Proposal Selection Process.*** The competitive proposal selection process involves a three-phase design-build process.

(1) ***Design Criteria Package.***

a. All design-build projects require a design criteria package.

b. The design criteria package shall be prepared and sealed by a design criteria professional, employed by or retained by the city.

c. Should the city elect to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the requirements of sections (4) and (5) of the Consultants' Competitive Negotiation Act.

d. A design criteria professional who has been selected to prepare the design criteria package shall be ineligible to render services under a design-build contract executed pursuant to the design criteria package.

(2) ***Public Announcement.*** The city shall publicly announce in a uniform and consistent manner, the fact that design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the City Manager. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

(3) ***Design-Build Firm Selection.***

a. The qualification and selection of at least three design-build firms shall be made based on qualifications, availability, and past work of the firms, including the partners or members of such firms.

b. The City Manager shall select three firms submitting the best proposals and shall present the proposals to the City Council.

c. The City Council shall make the final selection of the design-build firm for the public construction project based on qualifications, availability, experience and related factors of the three firms.

d. The City Manager is authorized to develop additional procedures for use of the competitive proposal selection process for design-build contracts by the City.

(1) ***Qualifications-based selection process.*** The qualifications-based selection (QBS) is a two-phase, simplified procurement process not requiring the creation and submission of a design criteria package.

(2) ***Design-build firm selection.***

a. If the City uses the qualifications-based selection (QBS) method, the City shall employ or retain a licensed design professional appropriate to the project to serve as its representative.

b. The QBS method shall include the qualification and selection of at least design-build firms, based on the qualifications, availability, past work of the firms including partners or members of such firms.

c. The selection of at least three firms shall be made by the City Manager and presented to the City Council for final approval of one firm.

(3) ***Public announcement.*** The City shall publicly announce in a uniform and consistent manner, the fact that the design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the city. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

Section 20: Method of Project Selection and Participation.

(A) Prior to the implementation of each proposed construction project, the City Council may determine which construction method to use based on the nature of the project and the city's needs and capabilities. The City Council may reject both design-build methods contained in this article and instead implement the traditional design-bid-build method of contracting.

(B) Prior to the implementation of each proposed construction project, the City Council shall also determine whether to use staff or retain an outside design criteria professional.

(C) All final agreements pursuant to this article shall be subject to the approval of the City Council following recommendations made by the City Manager. The City Council reserves the right to reject all proposals.

(D) In the case of a public emergency presenting certain conditions that might adversely affect the life, safety, health or welfare of the residents of the City, or when City employees, property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address noncompliance with state statutes or other regulatory laws and permits or situations which may cause major financial impact to the City should immediate action not be taken, the City Manager is authorized to negotiate with the best design-build firm available at the time, and award a design-build contract. The emergency design-build contract shall be presented to the City Council for ratification at the next scheduled council meeting.

SECTION 21: The City Council hereby enacts the purchasing policy for the procurement of commodities, good, services and construction related projects.

SECTION 22: Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

SECTION 23: Codification: It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Westlake, Florida and the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions, and the word "ordinance" shall be changed to "section" or other appropriate word.

SECTION 24: Effective Date: This ordinance shall be effective upon adoption on second reading.

PASSED this 14th day of May, 2018, on first reading.

PASSED AND ADOPTED this 11th day of June, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra Demarco, City Clerk

Approved as to Form and Sufficiency

Pam E. Booker, City Attorney

<PAGELABELTAG>

DAILY LAW JOURNAL

...divorce

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 2018DR004151
DIVISION: 39

KARINNA MELINO
Petitioner
And
ABILIO RODRIGUES CHAVES NETO
Respondent

NOTICE OF ACTION FOR ANNULMENT OF MARRIAGE
NO CHILD OR FINANCIAL SUPPORT
TO: [name of Respondent]
ABILIO RODRIGUES CHAVES NETO
[Respondent's last known address]
UNKNOWN

YOU ARE NOTIFIED that an action for annulment of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on [name of petitioner] KARINNA MELINO whose address is 11414 WHISPER LAKE WAY J BOCA RATON, FL 33428 on or before [date] 7-3-18 and file the original with the clerk of this Court at [clerks address] 200 W. ATLANTIC AVENUE, DELRAY BEACH FL 33444before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated 5-2-2018

CLERK OF THE CIRCUIT COURT
BY: /NAME A LAFOND
Deputy Clerk
5-30, 6-6, 6-13, 6-20'2018

0000635408-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 2018DR004575
DIVISION: FI

AARON HESTER,
Petitioner
And
SHEELEN UNDERWOOD,
Respondent

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

TO: SHEELEN UNDERWOOD
[Respondent's last known address]
HOMELESS, HOUSTON, TEXAS

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on AARON HESTER, Whose address is 106 OLD ENGLISH COURT or before JUNE 29, 2018) and file the original with the clerk of this Court at 3188 FGA BLVD, PALM BEACH GARDENS, FL 33410 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated May 22, 2018
CLERK OF THE CIRCUIT COURT
BY: KATHERINE JOHNSON
Deputy Clerk
5-30, 6-6, 6Y-13, 6-20'2018

0000636709-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 2018DR004429FI
DIVISION:

PATRICK S. LOUNORD,
Petitioner
And
JOANNE FERRE,
Respondent

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

TO: JOANNE FERRE
UNKNOWN
[Respondent's last known address]

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on PATRICK S. LOUNORD, Whose address is 5795 STOVER WAY, WELLINGTON, FL 33470on or before JUNE 25, 2018, and file the original with the clerk of this Court at 205 N. DIXIE HWY, ROOM 3.22, WEST PALM BEACH, FL 33401, before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated MAY 16, 2018
CLERK OF THE CIRCUIT COURT
BY: SHEILA HOUFIELD
Deputy Clerk
5-23, 5-30, 6-6, 6-13'2018

0000635414-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No: 502018DR003783XXXXMB
Division: FA

IN RE THE MARRIAGE OF:
JUDE GEFFRARD,
Husband,
and
MERLINE SAPPLETON,
Wife

NOTICE OF ACTION FOR PUBLICATION

TO: Merline Sappleton

YOU ARE NOTIFIED that an action for Dissolution of Marriage, has been filed against you. You are required to serve a copy of your written defenses, if any, to this action on Tyler Jaymeson Cade, Esquire, Petitioner's attorney, whose address is 807 Lucerne Avenue, Unit West, LAKE WORTH, FL 33460, on or before JUNE 11, 2018, and file the original with the clerk of this court at Palm Beach County Courthouse, 205 North Dixie Hwy., West Palm Beach, Florida 33401, either before service on Petitioner's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the petition.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

DATED this 3rd day of May, 2018.

CLERK OF THE CIRCUIT COURT
By: SHAWNA B ENTLEY
Deputy Clerk

FRED: PALM BEACH COUNTY, FL
SHARON R. BOCK, CLERK
05/03/2018 11:36:55 PM
5-22, 5-29, 6-5, 6-12'2018

0000636045-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 502018DR004533XXXXMB
DIVISION:

VICTORIA EKETUN ELIAS,
Petitioner
And
RUDI ESTUARDO PALMA PALMA,
Respondent

NOTICE OF ACTION FOR DISSOLUTION OF MARIAGE

TO: RUDI ESTUARDO PALMA PALMA
[Respondent's last known address]
GUATEMALA

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on VICTORIA EKETUN ELIAS, Whose address is 4503 BARCELONA CIRCLE, LAKE WORTH, FL 33463, on or before JUNE 25, 2018 and file the original with the clerk of the Court at 205 NORTH DIXIE HIGHWAY, Second 3.22, WEST PALM BEACH, FL 33401, before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.

You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the address(es) on record at the clerk's office.

WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.

Dated MAY 14, 2018

CLERK OF THE CIRCUIT COURT
BY: SHEILA HOUFIELD
Deputy Clerk
5-23, 5-30, 6-6, 6-13'2018

0000636114-01

...fictitious name

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of American Mortuary Group located at 5155 Corporate Way, Unit K in the County of PALM BEACH in the City of Jupiter, Florida 33458 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee, Florida. Dated at West Palm Beach Florida this 24 day of May, 2018.

American Mortuary Group, Inc.
5-30-2018

0000636113-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Barry's Jewelry Spa located at 3955 S. Jog Rd. in the County of PALM BEACH in the City of Greenacres, Florida 33467 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee, Florida. Dated at West Palm Beach Florida this 24 day of May, 2018.

B & N Jewelry Inc.
5-30-2018

0000636750-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of BUSINESS CREDIT & PRUNKING located at 331 YAMATO RD, STE. 1260 in the County of PALM BEACH in the City of BOCA RATON Florida33431 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 24 day of May, 2018.

ROADMAX TRAVIS, TRANSPORTATION AND LOGISTICS LLC
5-30-2018

0000636742-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Gina's Pizza located at 1751 NW 7th Street in the County of PALM BEACH in the City of Boca Raton Florida 33486 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee, Florida. Dated at West Palm Beach Florida this 24 day of May, 2018.

Gina's Pizza, LLC
5-30-2018

0000636741-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Four 12 Media located at 4485 Table Circle Apt 3 in the County of PALM BEACH in the City of West Palm Beach Florida 33417 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee, Florida. Dated at West Palm Beach Florida this 25 day of May, 2018.

Four 12 Media LLC
5-30-2018

0000636740-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Social Marketing Strategies LLC
5-30-2018

0000636740-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Gina's Pizza located at 1751 NW 7th Street in the County of PALM BEACH in the City of Boca Raton Florida 33486 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee, Florida. Dated at West Palm Beach Florida this 24 day of May, 2018.

Gina's Pizza, LLC
5-30-2018

0000636737-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of ANDRE DESSOUVIL located at 10 FOREST HILL BLVD, APT 1 in the County of PALM BEACH in the City of WEST PALM BEACH Florida 33415 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee, Florida. Dated at West Palm Beach Florida this 24 day of May, 2018.

ANDRE DESSOUVIL
5-30-2018

0000636739-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Nancy's Mobile Marine Services located at 13209 132nd Road N. in the County of PALM BEACH in the City of Jupiter, Florida 33478 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee, Florida. Dated at West Palm Beach Florida this 24 day of May, 2018.

Nancy's Mobile Marine Services
5-30-2018

0000636739-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of LOVE TO LIVE located at 1 Ocean Ave., Suite 5, in the County of PALM BEACH in the City of Lantana Florida 33462 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 25 day of May, 2018

Real Estate Galleria, LLC
5-30-2018

0000636749-01

foreclosure

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.
CASE No.:
50-2017-CA-003356-XXXX-MB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-2,
Plaintiff,

vs.

BENEDETTO, PETER, et. al,
Defendants.

NOTICE OF FORECLOSURE SALE
PURSUANT TO CHAPTER 45
OF THE FLORIDA STATUTES

NOTICE IS HEREBY GIVEN pursuant to an Order or Final Judgment entered in Case No. 50-2017-CA-003356-XXXX-MB of the Circuit Court of the 15TH Judicial Circuit in and for PALM BEACH County, Florida, wherein, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-2 is Plaintiff, and BENEDETTO, PETER, et. al, are Defendants, The Clerk of the Circuit Court, Sharon R. Bock, will sell to the highest and best bidder for cash BY ELECTRONIC SALE AT WWW.MYPALMBEACHCLERK.COM/CLERK, at the hour of 10:00 a.m., on the 8th day of July, 2018, the following described property:

LOT 35, LAUREL HILLS, 2ND ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, AT PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the Lis Pendens must file a claim within 60 days after the sale.

DATED this 23 day of May, 2018.

GREENSPOON MARDER, LLP
TRADE CENTRE SOUTH, SUITE 700
100 WEST CYPRESS CREEK ROAD
FORT LAUDERDALE, FL 33309
Telephone: (954) 343 6273
Hearing Line: (888) 491-1120
Facsimile: (954) 343 6982
Email 1:
karlen.chin-duncan@gmlaw.com
Email 2: gmfordocuments@gmlaw.com
By:
Karlen Chin-Duncan, Esq.
Florida Bar No. 98472

IMPORTANT

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401; telephone number (561) 355-4380 within two (2) working days of your receipt of this notice; if you are hearing or voice impaired, call 1-800-955-8771.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact: Jessica Kelley, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

5-30, 6-6'2018

0000636373-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 502018CA007282XXXXMB
UCN:502018CA007282XXXXXX
Residential Foreclosure

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2006-HE3, ASSET BACKED PASS-THROUGH CERTIFICATES,
Plaintiff,

vs.

JUAN RIVERTO; FRANK L. BATUS, STATE OF FLORIDA, DEPARTMENT OF REVENUE; CLERK OF COURT OF PALM BEACH COUNTY, FLORIDA; UNKNOWN TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED,
Defendant(s).

RE-NOTICE OF SALE
PURSUANT TO CHAPTER 45

NOTICE IS HEREBY given pursuant to an Order or Summary Final Judgment of Foreclosure dated January 5, 2018 and an Order Resetting Sale dated May 16, 2018 and entered in Case No. 502016CA007282XXXXMB of the Circuit Court in and for Palm Beach County, Florida, wherein HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2006-HE3, ASSET BACKED PASS-THROUGH CERTIFICATES is Plaintiff and JAMIE ROBERTO; FRANK L. BATUS; STATE OF FLORIDA, DEPARTMENT OF REVENUE; CLERK OF COURT OF PALM BEACH COUNTY, FLORIDA; UNKNOWN TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED, are Defendants, SHARON R. BOCK, Clerk of the Circuit Court, will sell to the highest and best bidder for cash www.mypalmbeachclerk.clerkauction.com, 10:00 a.m., on June 29, 2018 , the following described property as set forth in said Order or Final Judgment, to-wit:

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 32, AT A DISTANCE OF 1198 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 32; THENCE EASTERLY, PARALLEL TO THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 351 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE NORTHERLY, PARALLEL TO SAID QUARTER SECTION LINE, A DISTANCE OF 150 FEET; THENCE EASTERLY, PARALLEL TO THE SAID NORTH LINE OF SAID SECTION 32, A DISTANCE 75 FEET; THENCE SOUTHERLY, PARALLEL TO THE SAID QUARTER SECTION LINE, A DISTANCE OF 150 FEET; THENCE WESTERLY, PARALLEL TO THE SAID NORTH LINE OF SECTION 32, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS UPON, OVER AND ACROSS THE WEST 400 FEET OF THE SOUTH 16 FEET OF THE NORTH 2010 FEET OF SAID SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST.

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN 60 DAYS AFTER THE SALE.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance.

...foreclosure

Please contact Krista Garber, ADA Coordinator, in the Administrative Office of the Court, Palm Beach County Courthouse, 205 North Dixie Highway, Room 5.2500, West Palm Beach, Florida 33401, telephone number (561) 355-4389 within two (2) working days of your receipt of this notice; if you are hearing or voice impaired, call 1-800-955-8770.

DATED MAY 18, 2018.

SHD Legal Group P.A.
Attorneys for Plaintiff
699 NW Ave., Suite 309
Fort Lauderdale, FL 33317
Telephone: (954) 564-0071
Facsimile: (954) 564-9252
service@shdlegalgroup.com
By:
Michael Ahrman
Florida Bar No.: 36825
5-23, 5-30'2018

0000636351-01

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 2016CA000329

U.S. BANK, N.A., SUCCESSOR TRUSTEE TO WACHOVIA BANK NATIONAL ASSOCIATION, ON BEHALF OF THE HOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2006-HE10, ASSET-BACKED CERTIFICATES SERIES 2006-HE10,
Plaintiff,

vs.

SALMON MOODIE; UNKNOWN SPOUSE OF SALMON MOODIE; UNKNOWN TENANT(S) IN POSSESSION #1 and #2, and ALL OTHER UNKNOWN PARTIES, et.al.,
Defendant(s).

RE-NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN pursuant to a Final Judgment of Foreclosure dated May 14, 2018, entered in Civil Case No. 2016CA000329 of the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, wherein U.S. BANK, N.A., SUCCESSOR TRUSTEE TO WACHOVIA BANK NATIONAL ASSOCIATION, ON BEHALF OF THE HOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2006-HE10, ASSET-BACKED CERTIFICATES SERIES 2006-HE10, Plaintiff and SALMON MOODIE; UNKNOWN SPOUSE OF SALMON MOODIE; UNKNOWN TENANT(S) IN POSSESSION #1 N/K/A KEVIN STOCKS, are Defendants.

JOSEPH E. SMITH, The Clerk of the Circuit Court, will sell to the highest bidder for cash, at https://stlucie.clerkauction.com, at 08:00 AM, on the 3rd day of October, 2018, the following described real property as set forth in said Final Judgment of Foreclosure, to wit:

LOT(S) 6, BLOCK 93, PORT ST. LUCIE, SECTION TWENTY-SEVEN, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. LUCIE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 14, PAGE 5, SAID LANDS SITUATE, LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

If you are a person claiming a right to funds remaining after the sale, you must file a claim with the clerk no later than 60 days after the sale. If you fail to file a claim you will not be entitled to any remaining funds. After 60 days, only the owner of record as of the date of the lis pendens may claim the surplus.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Corrie Johnson, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Corrie Johnson, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Si usted es una persona discapacitada que necesita alguna adaptación para poder participar de este procedimiento o asistir usted tiene derecho, sin costo alguno a que se le provea cierta ayuda. Favor de comunicarse con Corrie Johnson, Coordinadora de A.D.A., 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 por lo menos 7 días antes de que tenga que comparecer en corte o inmediatamente después de haber recibido esta notificación si es que falta menos de 7 días para su comparecencia. Si tiene una discapacidad auditiva o de habla, llame al 711.

Si ou se yon moun ki kokobé ki bezwen asistans ou aparèy pou ou fa patisipé nan pwosedi sa a, ou gen dwa san ou pa bezwen peyé anyen pou ou jwen sa ank de lwa. Tanpri kontakte Corrie Johnson, Coordinator ADA, 250 NW Country Club Drive, suite 217, Port St. Lucie, FL 34986, (772) 807-4370 Omwen 7 jou avan ke ou gen pou-ou paret nan tribunal, ou imediatman ke ou resevwa avis sa-a si ke ou gen pou-ou sèl ean tribunalsi ewoza ke 7 jou Si ou pa ka tandé ou palé byen, rélé 711.

Dated: May 23, 2018
By: Elizabeth Porter
Florida Bar No.: 645644
Attorney for Plaintiff
Brian L. Rosaler, Esquire
Popkin & Rosaler, P.A.
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5-30, 6-6'2018

0000636748-01

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 2018CA000295

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE J.P. MORGAN MORTGAGE ACQUISITION TRUST 2007-CH2 ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-CH2,
Plaintiff,

vs.

CYNTHIA L FULMER; GLENN A FULMER; UNKNOWN TENANT(S) IN POSSESSION #1 and #2, and ALL OTHER UNKNOWN PARTIES, et.al.,
Defendant(s).

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN pursuant to a Final Judgment of Foreclosure dated May 16, 2018, entered in Civil Case No.: 2018CA000295 of the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, wherein DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE J.P. MORGAN MORTGAGE ACQUISITION TRUST 2007-CH2 ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-CH2, Plaintiff, and CYNTHIA L FULMER; GLENN A FULMER are Defendants.

JOSEPH E. SMITH, The Clerk of the Circuit Court, will sell to the highest bidder for cash, at https://stlucie.clerkauction.com, at 8:00 AM, on the 10th day of September, 2018, the following described real property as set forth in said Final Judgment of Foreclosure, to wit:

LOT 27, BLOCK 2404, PORT ST.LUCIE SECTION THIRTY-FOUR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 5A THROUGH 5F, OF THE PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA.

If you are a person claiming a right to funds remaining after the sale, you must file a claim with the clerk no later than 60 days after the sale. If you fail to file a claim you will not be entitled to any remaining funds. After 60 days, only the owner of record as of the date of the lis pendens may claim the surplus.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Corrie Johnson, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Si usted es una persona discapacitada que necesita alguna adaptación para poder participar de este procedimiento o asistir usted tiene derecho, sin costo alguno a que se le provea cierta ayuda. Favor de comunicarse con Corrie Johnson, Coordinadora de A.D.A., 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 por lo menos 7 días antes de que tenga que comparecer en corte o inmediatamente después de haber recibido esta notificación si es que falta menos de 7 días para su comparecencia. Si tiene una discapacidad auditiva o de habla, llame al 711.

Si ou se yon moun ki kokobé ki bezwen asistans ou aparèy pou ou fa patisipé nan pwosedi sa a, ou gen dwa san ou pa bezwen peyé anyen pou ou jwen sa ank de lwa. Tanpri kontakte Corrie Johnson, Coordinator ADA, 250 NW Country Club Drive, suite 217, Port St. Lucie, FL 34986, (772) 807-4370 Omwen 7 jou avan ke ou gen pou-ou paret nan tribunal, ou imediatman ke ou resevwa avis sa-a si ke ou gen pou-ou sèl ean tribunalsi ewoza ke 7 jou Si ou pa ka tandé ou palé byen, rélé 711.

Dated: May 23, 2018
By: Elizabeth Porter
Florida Bar No.: 645644
Attorney for Plaintiff
Brian L. Rosaler, Esquire
Popkin & Rosaler, P.A.
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Telephone: (954) 360-9030
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5-30, 6-6'2018

0000636749-01

...legal notice

INVITATION TO BID

Sealed bids will be received by the Village of Royal Palm Beach, Florida at the office of the Village Clerk, located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, for, subject project 300 p.m. local time Wednesday, June 27, 2018, then opened publicly at that time.

PROJECT: RV Storage Lot Phase II

Project NO: EN1804 & EN1502

Project Description:
Construction of a 164 space recreational vehicle storage lot. The proposed project includes base preparation, concrete parking lot, lighting, security camera fencing, and striping
Budget: $900,000.00

The Contract Documents will be open to inspection at the Clerk's office. Contract documents may be purchased after noon on Tuesday, June 5, 2018 from the Village of Royal Palm Beach, ATTN: Village Clerk, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411 at the following prices, which are nonrefundable.

Complete Set: $50.00 Packaging & Mailing Charges if Set: $25.00
(Drawings & Project Manual)

Project plans and documents may be requested free of charge at:

www.royalpalmbeach.com/bids

Bids must be accompanied by a Bid Security in the form of a certified bank check made payable to the Owner, or a Bid Bond, in the amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

In accordance with F.S. 287.133 (3) (a), persons and affiliates who have been placed on the convicted vendor list following a public hearing shall not perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Ten Thousand Dollars (or such other amount as may be hereafter established by the Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

A pre-bid conference will be held on Wednesday, June 13, 2018 at 3:00 p.m. at the David Farber Training Room (address listed above). The pre-bid conference is not mandatory.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

Publish: Palm Beach Post
5-30' 2018

0000636751-01

NOTICE:
Lost Central Regional Water Reclamation Facility Board (Lake Worth, Town of Palm Beach, Palm Beach County, Riviera Beach, and West Palm Beach) Meeting will be held at 9:00 a.m. on June 19, 2018 at the City of West Palm Beach, Flagler Gallery located at 401 Clematis Street, West Palm Beach, Florida 33401.
*Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by this board, agency, or council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.
All interested parties may appear at the above public meeting at the stated time and place to be heard with reference thereto. Meetings may be continued from time to time as may be necessary. The public record of these meetings can be examined at the City of West Palm Beach, Public Utilities – 401 Clematis Street, West Palm Beach, Florida 33401.

5 - 30' 2018

0000636189-01

Notice for Ordinance Establishing Purchasing Procedures and Guidelines for Acquiring Goods, Services and/or Construction Related Services (Ordinance 2018-7)

Date: June 11, 2018
Time: 6:30 P.M.
Place: Westlake Council Chambers
4005 Seminole Pratt Whitney Road
Westlake, FL 33470

Title of Proposed Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING PURCHASING PROCEDURES AND GUIDELINES FOR ACQUIRING GOODS, SERVICES AND/OR CONSTRUCTION RELATED SERVICES FOR THE CITY OF WESTLAKE; PROVIDING FOR CONFLICT, PURPOSE, AND SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

The ordinance establishing purchasing procedures and guidelines for acquiring goods, services and/or construction related services may be inspected by interested parties at 4001 Seminole Pratt Whitney Road, Westlake, FL 33470. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.
5-30'2018

0000636241-01

What can you find in the Classifieds?
Announcements, jobs, appliance repair, auction, furniture, merchandise, antiques, farm supplies, pets, houses, condos, apartments, cars, SUVs, boats, trucks, towing, and lots more!

...legal notice

PALM BEACH COUNTY
HEALTH FACILITIES AUTHORITY

MEETING NOTICE

THE PALM BEACH COUNTY HEALTH FACILITIES AUTHORITY HAS SCHEDULED A MEETING FOR WEDNESDAY, JUNE 27, 2018 AT 300 P.M. AT THE OFFICES OF HALE, SHAW & STAFFENBERGER, P.A., EXECUTIVE CONFERENCE ROOM, 660 U.S. HIGHWAY ONE, THIRD FLOOR, NORTH PALM BEACH, FLORIDA 33408.

AGENDA

I. ROLL CALL
II. APPROVAL OF MINUTES OF JUNE 1, 2018.
III. FINAL CONSIDERATION OF LIFESPACE COMMUNITIES, INC. AFFILIATION AND BOND RESOLUTION.
IV. ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE AUTHORITY.
V. ADJOURNMENT.

NOTE: ANY PERSON DECIDING TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS OF THE MEETING, AND SUCH PERSON MAY WISH TO MAKE NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APP