

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting & First Budget Hearing

Tuesday, September 06, 2022 at 6:00 PM

Westlake Council Chambers
4005 Seminole Pratt Whitney Road
Westlake, Florida 33470

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Pilar Valle Ron, Council Member – Seat 1
Julian Martinez, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager
Zoie P. Burgess, CMC, City Clerk
Donald J. Doody, Esq., City Attorney
Nilsa Zacarias, AICP, Planning and Zoning Director
Suzanne Dombrowski, P.E., ENV SP, City Engineer

[TENTATIVE: SUBJECT TO REVISION]

This is a Public Meeting and members of the public may attend in-person; however, the option to attend and participate via Communications Media Technology is available via the Cisco WebEx Platform and may be accessed as follows:

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

Meeting ID: 2634 073 1608

Password: hello

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

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

Meeting ID: 2634 073 1608

For participants attending the meeting via WebEx, public comments will be accepted via an electronic comment card, at least 24 hours prior to the public meeting and also acknowledged during the meeting when participants utilize the “raise your hand” feature during the designated time.

Procedures for Public Comment are also provided via the City website:

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS AND REQUESTS

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 or unmute your device, and prior to addressing Council, state your name and address for the record.

CONSENT AGENDA

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

- [A.](#) Monthly Financial Report - July
- [B.](#) Minutes_Regular City Council Meeting 06.07.2022 - DRAFT
- [C.](#) Minutes_Regular City Council Meeting - 7.05.2022 DRAFT
- [D.](#) Minutes_City Council Special Meeting 07.26.2022 - DRAFT

FIRST BUDGET HEARING

- [A.](#) RESOLUTION 2022-22 - Approval of Proposed Millage Rate for Fiscal Year 2023

Submitted By: Finance

RESOLUTION 2022-22

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PROPOSED AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, ENDING ON SEPTEMBER 30, 2023.

- [B.](#) RESOLUTION 2022-23 - Adoption of Tentative Budget for Fiscal Year 2023

Submitted By: Finance

RESOLUTION 2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PRESENTATIONS/PROCLAMATIONS

- A.** Proclamation - Patriot's Day 2022

Sponsored By: Vice Mayor Greg Langowski

- B.** Proclamation - Recognition and Remembrance of the Drafting of the Constitution.

Sponsored By: Administration

PUBLIC HEARING

- A.** **SECOND READING:** ORDINANCE 2022-08 – Non-Conforming Lots, Uses, and Structures.

Submitted By: Planning & Zoning

ORDINANCE 2022-08

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING SECTION _____ ENTITLED “NON-CONFORMING LOTS, USES, AND STRUCTURES”; PROVIDING FOR REGULATIONS FOR LOTS, USES, AND STRUCTURES LAWFULLY EXISTING AT THE TIME OF AN AMENDMENT TO THE CITY’S CODE OF ORDINANCES AND THEREAFTER DEEMED NON-CONFORMING; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- B.** **SECOND READING:** Ordinance 2022-09 – Granting Florida Public Utilities a Non-Exclusive Franchise

Submitted By: Administration

ORDINANCE 2022-09

AN ORDINANCE GRANTING TO FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF 30 YEARS TO SELL, DISTRIBUTE, TRANSPORT, AND TRANSMIT NATURAL, MANUFACTURED, OR MIXED GAS IN THE CITY OF WESTLAKE, FLORIDA; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE UPON FINAL PASSAGE.

- C.** Residential Solid Waste Services Annual Special Assessment

Submitted By: Administration

RESOLUTION 2022-26

A RESOLUTION OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES, IN THE CITY OF WESTLAKE, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE SERVICES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; IMPOSING A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WESTLAKE FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

- D. A Resolution for the Plat of Woodlands of Westlake

Submitted By: Engineering

RESOLUTION 2022-24

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PLAT OF WOODLANDS OF WESTLAKE, BEING A PORTION OF SECTIONS 5 AND 6, ALL IN TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA. PROVIDING FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NEW BUSINESS

- A. **FIRST READING - CPA-2022-01** Application of Minto PBLH, LLC proposing a small scale future land use map amendment to change the future land use designation on a 9.137-acre site from Civic to Downtown Mixed Use designation. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.

Submitted By: Planning and Zoning

- B. **FIRST READING - ZC-2022-01:** Application of Minto PBLH, LLC requesting a zoning change from the Civic (C) zoning district to the Mixed Use (MU) zoning district. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.

Submitted By: Planning and Zoning

- C. First amendment to agreement between the City of Westlake and Nova Engineering and Environmental, LLC.

Submitted By: Administration

RESOLUTION 2022-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- D. Third Addendum to the Law Enforcement Service Agreement

Submitted By: Administration

RESOLUTION 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF WESTLAKE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY COUNCIL COMMENTS

- A. Councilwoman Charlotte Leonard
- B. Councilman Julian Martinez
- C. Councilwoman Pilar Valle Ron
- D. Vice Mayor Greg Langowski
- E. Mayor JohnPaul O'Connor

REPORT - STAFF

- [A.](#) Palm Beach County Fire Rescue - Monthly Report: July
Submitted By: District Chief Phillip Olavarria
For Informational Purposes Only

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

PUBLIC COMMENTS AND REQUESTS

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ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **October 4, 2022**

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: September 3, 2022, REVISED September 6, 2022

File Attachments for Item:

A. Monthly Financial Report - July



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Steven Fowler, Accountant; Kadem Ramirez, Accounting Supervisor
CC: Ken Cassel, City Manager
DATE: August 11, 2022
SUBJECT: July Financial Report

Please find attached the July 2022 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 me at Steven.Fowler@inframark.com.

General Fund

- Total Revenues through July were approximately 77% of the annual budget, including collections of the FY2022 Ad Valorem Tax of approximately 98%. The annual budget includes revenue from a funding agreement with the Developer. The Developer is invoiced quarterly for any year-to-date excess of actual expenditures over actual revenue.
- Total Expenditures through July were approximately 65% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through July were approximately 258% of the annual budget, which was a result of a higher than anticipated rate of construction. 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 July were approximately 87% of the annual budget.
- Total Expenditures through July were approximately 80% of the annual budget.

City of Westlake

Financial Report

July 31, 2022



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City of Westlake

Financial Statements

July 31, 2022

Balance Sheet
July 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
<u>ASSETS</u>				
Current Assets				
Cash - Checking Account	\$ 1,434,626	\$ -	\$ -	\$ 1,434,626
Assessments Receivable	43,506	-	-	43,506
Due From Other Districts	20,517	-	-	20,517
Due From Other Funds	-	-	2,039,963	2,039,963
Investments:				
Money Market Account	2,084,494	2,764,883	-	4,849,377
Deposits	666	-	-	666
Total Current Assets	3,583,809	2,764,883	2,039,963	8,388,655
Noncurrent Assets				
Mortgages Receivable	-	569,722	-	569,722
Total Noncurrent Assets	-	569,722	-	569,722
TOTAL ASSETS	\$ 3,583,809	\$ 3,334,605	\$ 2,039,963	\$ 8,958,377

LIABILITIES

Current Liabilities

Accounts Payable	\$ 167,597	\$ -	\$ 1,508	\$ 169,105
Accrued Expenses	18,945	-	201,086	220,031
DBPR surcharge	2,290	-	-	2,290
DCA surcharge	3,144	-	-	3,144
Impact Fees	241,484	-	-	241,484
Unearned Revenue	56,216	-	-	56,216
Refunds/Overpayments	13,041	-	-	13,041
Deferred Revenue-Developer Submittals (Minto)	-	-	17,078	17,078
Due To Other Funds	2,039,963	-	-	2,039,963
Total Current Liabilities	2,542,680	-	219,672	2,762,352

Balance Sheet
July 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM</u>	<u>SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS</u>	<u>TOTAL</u>
Long-Term Liabilities				
Deferred Inflow of Resources	43,506	-	-	43,506
Total Long-Term Liabilities	43,506	-	-	43,506
TOTAL LIABILITIES	2,586,186	-	219,672	2,805,858
FUND BALANCES				
Nonspendable:				
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	3,334,605	1,820,291	5,154,896
Unassigned:	996,957	-	-	996,957
TOTAL FUND BALANCES	\$ 997,623	\$ 3,334,605	\$ 1,820,291	\$ 6,152,519
TOTAL LIABILITIES & FUND BALANCES	\$ 3,583,809	\$ 3,334,605	\$ 2,039,963	\$ 8,958,377

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 2,568	\$ 2,568
Ad Valorem Taxes	1,838,592	1,838,592	1,796,354	(42,238)
Ad Valorem Taxes - Discounts	(73,544)	(73,544)	(69,673)	3,871
Discretionary Sales Surtaxes	69,700	58,083	-	(58,083)
FPL Franchise	110,300	91,917	166,747	74,830
Solid Waste	-	-	10,576	10,576
Electricity	113,600	94,667	161,693	67,026
Water	41,500	34,583	36,690	2,107
Gas	34,600	28,833	46,973	18,140
Communication Services Taxes	36,200	30,167	37,197	7,030
Occupational Licenses	6,100	5,083	17,135	12,052
Building Permits - Admin Fee	62,100	51,750	78,030	26,280
Licenses, Fees & Permits	-	-	600	600
State Revenue Sharing Proceeds	17,200	14,333	11,484	(2,849)
Alcoholic Beverage License	-	-	477	477
Shared Rev - Other Local Units	-	-	454	454
Administrative Fees	245,400	202,750	9,740	(193,010)
Other Public Safety Chrgs/Fees	2,400	2,000	4,519	2,519
Garbage/Solid Waste Revenue	29,100	24,250	207,616	183,366
Penalties	-	-	9,000	9,000
Other Operating Revenues	5,400	4,500	11,364	6,864
Event Sponsors	-	-	73,350	73,350
Judgements and Fines	-	-	640	640
Interest - Tax Collector	-	-	161	161
Special Assmnts- Tax Collector	232,600	232,600	214,313	(18,287)
Special Assmnts- Discounts	(9,300)	(9,300)	(1,302)	7,998
Developer Contribution	930,152	667,203	-	(667,203)
Lien Search Fee	1,300	1,083	8,503	7,420
TOTAL REVENUES	3,693,400	3,299,550	2,835,209	(464,341)
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	110,400	92,000	84,443	7,557
FICA Taxes	8,400	7,000	6,460	540
ProfServ-Legislative Expense	24,000	20,000	-	20,000
Telephone, Cable & Internet Service	-	-	1,131	(1,131)
Public Officials Insurance	4,400	4,400	3,125	1,275
Misc-Election Fee	-	-	600	(600)
Misc-Event Expense	63,800	63,800	165,355	(101,555)
Council Expenses	15,000	12,500	14,361	(1,861)
Dues, Licenses, Subscriptions	1,400	1,400	1,246	154
Total Legislative	227,400	201,100	276,721	(75,621)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>City Manager</u>				
Contracts-City Manager	251,900	209,917	172,837	37,080
Office Supplies	14,900	12,417	5,709	6,708
Dues, Licenses, Subscriptions	3,900	3,684	1,793	1,891
Cap Outlay - Equipment	-	-	1,855	(1,855)
Cap Outlay - Office Computers	-	-	6,306	(6,306)
Total City Manager	270,700	226,018	188,500	37,518
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	10,600	9,833	7,489	2,344
Contracts-City Clerk	206,000	171,667	171,667	-
Postage and Freight	1,000	833	872	(39)
Printing	19,400	16,167	2,909	13,258
Legal Advertising	31,200	26,000	14,670	11,330
Dues, Licenses, Subscriptions	10,000	9,876	10,127	(251)
Total City Clerk	278,200	234,376	207,734	26,642
<u>Finance</u>				
Auditing Services	5,300	5,300	5,250	50
Contracts-Finance	95,500	79,583	67,223	12,360
Total Finance	100,800	84,883	72,473	12,410
<u>Legal Counsel</u>				
ProfServ-Legal Services	275,000	229,167	71,169	157,998
Total Legal Counsel	275,000	229,167	71,169	157,998
<u>Other Administrative Services</u>				
ProfServ-Info Technology	195,100	162,583	170,148	(7,565)
ProfServ-Compliance Service	25,000	20,833	-	20,833
Contracts-Admin. Service	257,000	214,167	169,259	44,908
Misc-Public Relations	75,000	62,500	24,100	38,400
Misc-Assessment Collection Cost	2,300	2,300	411	1,889
General Government	90,000	75,000	56,670	18,330
Emergency Comm. Program	25,000	20,833	-	20,833
Total Other Administrative Services	669,400	558,216	420,588	137,628
<u>Facility Services</u>				
Telephone, Cable & Internet Service	13,200	11,000	12,505	(1,505)
Lease - Copier	16,000	13,333	11,771	1,562
Lease - Building	86,700	72,250	500	71,750
Insurance (Liab,Auto,Property)	4,500	4,500	5,745	(1,245)
Miscellaneous Services	1,200	1,000	1,515	(515)
Cleaning Services	36,500	30,417	20,610	9,807
Principal-Capital Lease	8,500	7,017	6,246	771
Interest-Capital Lease	1,700	1,484	1,513	(29)
Total Facility Services	168,300	141,001	60,405	80,596

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>Community Services</u>				
Contracts-Solid Waste	248,600	207,167	382,985	(175,818)
Contracts-Sheriff	656,500	547,083	541,669	5,414
Electricity	98,600	82,167	93,643	(11,476)
R&M-Community Maintenance	27,500	22,916	22,916	-
Operating Supplies	6,100	4,575	30,815	(26,240)
Total Community Services	1,037,300	863,908	1,072,028	(208,120)
<u>Capital Expenditures & Projects</u>				
Capital Improvements	50,000	50,000	-	50,000
Total Capital Expenditures & Projects	50,000	50,000	-	50,000
<u>Other Fees and Charges</u>				
Misc-Contingency	151,400	126,167	23,264	102,903
Total Other Fees and Charges	151,400	126,167	23,264	102,903
<u>Reserves</u>				
1st Quarter Operating Reserves	264,900	220,750	-	220,750
Reserve - Buildings	200,000	166,667	-	166,667
Total Reserves	464,900	387,417	-	387,417
TOTAL EXPENDITURES & RESERVES	3,693,400	3,102,253	2,392,882	709,371
Excess (deficiency) of revenues				
Over (under) expenditures	-	197,297	442,327	245,030
Net change in fund balance	\$ -	\$ 197,297	\$ 442,327	\$ 245,030
FUND BALANCE, BEGINNING (OCT 1, 2021)	555,296	555,296	555,296	
FUND BALANCE, ENDING	\$ 555,296	\$ 752,593	\$ 997,623	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>REVENUES</u>				
Interest - Investments	\$ 3,800	\$ 3,167	\$ 3,993	\$ 826
Donations	300,000	250,000	780,528	530,528
TOTAL REVENUES	303,800	253,167	784,521	531,354
<u>EXPENDITURES</u>				
<u>Public Assistance</u>				
Misc-Admin Fee (%)	21,000	17,500	9,740	7,760
Assistance Program	282,800	235,667	-	235,667
Total Public Assistance	303,800	253,167	9,740	243,427
TOTAL EXPENDITURES	303,800	253,167	9,740	243,427
Excess (deficiency) of revenues Over (under) expenditures	-	-	774,781	774,781
<u>OTHER FINANCING SOURCES (USES)</u>				
Interest Income	-	-	12	12
TOTAL FINANCING SOURCES (USES)	-	-	12	12
Net change in fund balance	\$ -	\$ -	\$ 774,793	\$ 774,793
FUND BALANCE, BEGINNING (OCT 1, 2021)	2,559,812	2,559,812	2,559,812	
FUND BALANCE, ENDING	\$ 2,559,812	\$ 2,559,812	\$ 3,334,605	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Building Permits	1,561,100	1,300,917	1,495,821	194,904
Reinspection Fees	24,600	20,500	2,550	(17,950)
Building Permits - Surcharge	3,500	2,917	5,396	2,479
Other Building Permit Fees	30,000	25,000	64,460	39,460
Building Permits - Admin Fee	87,900	73,250	116,187	42,937
Engineering Permits	374,600	312,167	371,117	58,950
Planning & Zoning Permits	301,700	251,417	39,039	(212,378)
Developer Contribution	25,000	18,750	-	(18,750)
TOTAL REVENUES	2,408,400	2,004,918	2,094,570	89,652
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	352,600	293,833	268,523	25,310
ProfServ-Info Technology	170,900	142,417	88,283	54,134
ProfServ-Legal Services	-	-	53,428	(53,428)
ProfServ-Planning/Zoning Board	301,700	251,417	229,600	21,817
ProfServ-Consultants	22,000	18,333	-	18,333
ProfServ-Building Permits	1,258,200	1,048,500	1,163,071	(114,571)
Outside Legal Services	-	-	875	(875)
Telephone, Cable & Internet Service	1,100	917	3,956	(3,039)
Lease - Copier	5,100	4,250	4,612	(362)
Lease - Building	43,400	36,167	-	36,167
Printing	1,800	1,500	240	1,260
Miscellaneous Services	-	-	1,308	(1,308)
Misc-Admin Fee (%)	224,400	187,000	94,348	92,652
Office Supplies	2,200	1,833	4,458	(2,625)
Cleaning Services	-	-	13,200	(13,200)
Capital Improvements	25,000	25,000	-	25,000
Total Comprehensive Planning	2,408,400	2,011,167	1,925,902	85,265
TOTAL EXPENDITURES	2,408,400	2,011,167	1,925,902	85,265
Excess (deficiency) of revenues				
Over (under) expenditures	-	(6,249)	168,668	174,917
Net change in fund balance	\$ -	\$ (6,249)	\$ 168,668	\$ 174,917
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,651,623	1,651,623	1,651,623	
FUND BALANCE, ENDING	\$ 1,651,623	\$ 1,645,374	\$ 1,820,291	

City of Westlake

Supporting Schedules

July 31, 2022

Cash and Investment Report

July 31, 2022

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	\$1,434,626
Money Market	BankUnited	MMA	0.40%	\$2,084,494
		Subtotal		\$3,519,120

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	0.40%	\$2,764,883
		Subtotal		\$2,764,883
		Total		\$6,284,004

File Attachments for Item:

B. Minutes_Regular City Council Meeting 06.07.2022 - DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting
Tuesday, June 07, 2022 at 6:00 PM

Westlake Council Chambers
4005 Seminole Pratt Whitney Road
Westlake, Florida 33470

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Pilar Valle Ron, Council Member – Seat 1
Julian Martinez, Council Member – Seat 2

CITY STAFF:

Ken Cassel, City Manager
Zoie P. Burgess, CMC, City Clerk
Donald J. Doody, Esq., City Attorney
Nilsa Zacarias, Planning and Zoning Director
Suzanne Dombrowski, City Engineer

A regular meeting of the City Council of the City of Westlake was held on Monday, June 07, 2022, at 6:00 PM., at the Westlake Community Center, 4005 Seminole Pratt Whitney Road. Members of the public also participated in 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: +1-408-418-9388

Meeting ID: 2632 888 9851

As a preliminary matter, Ms. Burgess noted that Mayor JohnPaul O'Connor, Vice Mayor Greg Langowski Councilwoman Pilar Valle Ron, and Councilman Julian Martinez were present physically constituting a quorum.

Ms. Burgess provided further instruction regarding public comments, noting that comments will be acknowledged by the mayor and accepted at the appropriate times as indicated in the agenda and those who wish to speak may use the "virtual" hand raise feature.

Ms. Burgess provided the disclaimer that the meeting is being recorded by both voice and video, reminding the audience microphones are live.

Ms. Burgess further explained that microphones will be muted; audience members can unmute themselves and anyone that has called in should mute their device.

Ms. Burgess noted that anyone causing a disruption or being inappropriate will be removed from the meeting. Ms. Burgess reminded Council Members physically present to utilize microphones.

CALL TO ORDER

Mayor O'Connor called the City of Westlake Regular City Council meeting of June 07, 2022, to order at 6:00 p.m.

ROLL CALL

Councilwoman Charlotte Leonard
Councilman Julian Martinez
Councilwoman Pilar Valle Ron
Vice Mayor Greg Langowski
Mayor John Paul O'Connor

Also present:

Kenneth Cassel, City Manager
Donald J. Doody, Esq. City Attorney
Zoie P. Burgess, CMC City Clerk
Nilsa Zacarias, Planning & Zoning Director

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, there being none he called for a motion to approve the agenda.

Motion by Vice Mayor Langowski to approve agenda, seconded by Councilman Martinez.

UPON ROLL CALL:

Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

PUBLIC COMMENTS AND REQUESTS

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 or unmute your device, and prior to addressing Council, state your name and address for the record.

Mayor O'Connor called for public comments. Ms. Burgess noted there were no public comment cards received prior to the meeting and gave the virtual audience a moment to comment. There being no comments, the next item followed.

CONSENT AGENDA

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

- A. Financial Report - April 2022
- B. Minutes - Regular City Council Meeting 04.11.2022 - DRAFT
- C. Minutes - Workshop City Council Meeting 04.19.2022 - DRAFT
- D. Minutes - Regular City Council Meeting 05.09.2022 – DRAFT

Motion by Vice Mayor Langowski to approve Consent agenda, seconded by Councilwoman Leonard.

UPON ROLL CALL:

Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES

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

PRESENTATIONS/PROCLAMATIONS

A. Legislative Update - Senator Powell

Presentation Delayed due to late arrival followed. Upon arrival, Senator Powell gave a PowerPoint Presentation.

B. Key to the City Presentation - Roger Manning

Mayor O'Connor Presented Roger Manning with a Key to the City Plaque.

C. Proclamation - Recognition of Inaugural Service - Roger Manning

Mayor O'Connor presented and read into record a proclamation in recognition of Roger Manning's service to the City. Mr. Manning provided brief comments.

PUBLIC HEARING

A. **FIRST READING:** Ordinance 2022-03 – Special Events

Submitted By: Planning & Zoning

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER ____ ENTITLED LAND DEVELOPMENT CODE BY SPECIFICALLY CREATING SECTION ____ ENTITLED "SPECIAL EVENTS"; PROVIDING FOR A DEFINITION OF SPECIAL EVENTS; PROVIDING FOR THE REQUIREMENT OF A PERMIT; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING FOR REGULATIONS RELATIVE TO SIGNAGE, THE SALE OR SERVICE OF ALCOHOLIC BEVERAGES; PROVIDING FOR BATCH APPLICATIONS; PROVIDING FOR THE REGULATION OF GARAGE SALES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

Mayor O'Connor called for staff presentations. Ms. Zacarias presented a PowerPoint Presentation.

Council discussion. Mayor O'Connor expressed his concern regarding the non profit waiver. It was concluded that staff would return with revisions allowing for more flexibility.

Motion by Councilwoman Leonard, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES

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

B. SECOND READING: Ordinance 2022-04 – Mobile Food Trucks

Submitted By: Planning & Zoning

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER ____ ENTITLED LAND DEVELOPMENT REGULATIONS BY CREATING SECTION _____ ENTITLED "MOBILE FOOD TRUCKS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR REQUIREMENTS FOR ALL MOBILE FOOD TRUCKS; PROVIDING FOR THE REGULATIONS RELATIVE TO CONDUCTING BUSINESS; PROVIDING PARKING AND STORAGE OF INACTIVE FOOD TRUCKS; PROVIDING FOR WASTE DISPOSAL; PROVIDING FOR LOCATIONS BY ZONING DISTRICT; PROVIDING FOR VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

Mayor O'Connor called for staff presentations. Ms. Zacarias presented a PowerPoint Presentation, noting this item is up for second reading and there were no changes since presented to Council.

City Attorney confirmed for the record that this item has been advertised for public hearing.

Motion by Vice Mayor Langowski, seconded by Councilwoman Leonard.

UPON ROLL CALL:

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES

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

C. SECOND READING: Ordinance 2022 - 05: Land Development Regulations Re-Adoption

Submitted By: City Attorney's Office

ORDINANCE 2022-05

AN ORDINANCE OF THE CITY OF WESTLAKE, FLORIDA, RE-ADOPTING AND RE-CONFIRMING THE CITY'S PREVIOUSLY ADOPTED ORDINANCES RELATED TO THE DEVELOPMENT OF LAND WITHIN THE CITY AND CONSOLIDATING SUCH ORDINANCES AS A COMPREHENSIVE SET OF LAND DEVELOPMENT REGULATIONS FOR THE CITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

City Attorney noted that this item is a housekeeping matter to re-adopt all regulations.

Motion by Councilwoman Valle Ron, seconded by Councilman Martinez.

UPON ROLL CALL:

Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES

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

D. Ordinance 2022-06: Pier Diem and Allowances

Submitted By: City Attorney's Office

ORDINANCE 2022-06

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CREATING SECTION _____ OF THE CODE OF ORDINANCES; PROVIDING RATES OF TRAVEL PER DIEM, SUBSISTENCE, AND PRIVATE VEHICLE MILEAGE ALLOWANCE FOR PUBLIC OFFICIALS AND EMPLOYEES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

Motion by Vice Mayor Langowski, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

E. Ordinance 2022-07: Golf Cart Registration Stickers

Submitted By: City Attorney's Office

ORDINANCE 2022-07

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE 2020-01 RELATIVE TO THE USE OF GOLF CARTS; PROVIDING FOR AN AMENDMENT TO THE PLACEMENT OF REGISTRATION STICKER; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

Mayor O'Connor further explained that the Ordinance needed to be updated to identify where the decals can be placed.

Motion by Councilman Martinez, seconded by Vice Mayor Langowski.

UPON ROLL CALL:

Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES

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

F. Amending the City's Housing Assistance Purchase Program Yearly (Happy Program) Guidelines

Submitted By: City Attorney's Office

RESOLUTION 2022-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S HOUSING ASSISTANCE PURCHASE PROGRAM YEARLY (HAPPY PROGRAM) GUIDELINES BY ADOPTING THE FEDERAL HOUSING ADMINISTRATION'S BASIC STANDARD MORTGAGE LIMITS FOR PALM BEACH COUNTY FOR ONE-FAMILY HOMES, AS AMENDED ON AN ANNUAL BASIS, AS THE MAXIMUM SALES PRICES ALLOWABLE UNDER THE CITY'S HOUSING ASSISTANCE PURCHASE PROGRAM INCOME GUIDELINES; AMENDING THE CITY'S HOUSING ASSISTANCE PURCHASE PROGRAM YEARLY GUIDELINES BY ADOPTING THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AREA MEDIAN INCOME ("AMI") PERCENTAGE LIMITS FOR PALM BEACH COUNTY, AS AMENDED ON AN ANNUAL BASIS, FOR NO GREATER THAN 140% OF AMI AS THE MAXIMUM ALLOWABLE HOUSEHOLD INCOME (AS DETERMINED BY THE NUMBER OF HOUSEHOLD MEMBERS) UNDER THE CITY'S HOUSING ASSISTANCE PURCHASE PROGRAM INCOME GUIDELINES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Resolution, by title only, into the record.

Mr. Cassel further explained item and the purpose of raising the threshold to better manage and administer program and be in line with the US Department of Housing and Urban Development and the Veterans Administration guidelines.

Motion by Councilwoman Valle Ron, seconded by Councilman Martinez.

UPON ROLL CALL:

Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES

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

NEW BUSINESS

A. FourthFest Ad Hoc Committee Applicant Review:

Applicant - Brandi Dugger

Applicant - Swelenn Gomez

Mayor O'Connor introduced item and called for a motion to appoint the two applicants.

Motion by Vice Mayor Langowski, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES

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

COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard – No comments.

B. Councilman Julian Martinez – Inquired if there will be larger scale advertisement for Fourth Fest. Mayor O'Connor and the City Manager explained there will be a press release issued soon.

C. Councilwoman Pilar Valle Ron – No comments.

D. Vice Mayor- Greg Langowski – No comments.

E. Mayor JohnPaul O'Connor – Thanked staff and the Fourth Fest Committee for their hard work. He thanked fellow council members for their leadership.

REPORT - STAFF

A. Palm Beach County Fire Rescue - Monthly Report: April

Submitted By: District Chief Phillip Olavarria

For Informational Purposes Only

Mayor O'Connor noted the included staff report. Chief Olavarria commented and briefly reviewed monthly report.

Captain Turner provided a few updates and inquired about Code Enforcement efforts. Mr. Cassel explained that a code enforcement officer is not in place yet. He further inquired about golf carts being street legal. Mayor O'Connor explained that there are minimum requirements that the ordinance outlined.

Further discussion regarding enforcement behind the gate and enforcement by PBSO and a Code officer when in place as traffic control. It was further identified that there needs to be more discussion on the traffic enforcement agreements to identify what PBSO will enforce and will not as some items may be viewed as Code enforcement. Specifically, Captain Turner further explained that outside of the gate, PBSO will absolutely enforce, but further discussion will be needed for behind the gate.

Mayor O'Connor inquired if there could be a chat with the public regarding recent events that have occurred and allow public discussion. Mr. Cassel offered Captain Turner to join in with Coffee with the Manager.

Captain Turner provided an update regarding an incident at Christ Fellowship's job site where copper wire was stolen.

Captain Turner updated Council on the cameras for the south and north end of the city and they should expect those to be up in the next few weeks.

REPORT - CITY ATTORNEY

No comment.

REPORT - CITY MANAGER

Mr. Cassel updated council on Seminole Improvement Districts efforts of floating bonds, specifically regarding the addition of a reuse tank and the building of a facility just south of the lift station.

Mr. Cassel requested Council's approval for an agreement with the major landowner requesting use of the field on Town Center Parkway for the Fourth Fest event and will need approval to allow him and the city attorney to finalize and enter into an agreement allowing use.

City Attorney instructed council that a motion is requested to authorize the City Manager and the City Attorney to negotiate the agreement and authorize the mayor to execute and bring back to council on July 5th for ratification.

Motion by Vice Mayor Langowski, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilman Martinez	YES
Councilwoman Valle Ron	YES

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

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

Mr. Cassel identified an issue with the HAPPY program regarding an approval that was issued to an applicant that did not meet the first-time home buyer program. The applicants are approaching their closing and it has been determined that they would not be able to close without receiving the HAPPY funding.

Mr. Cassel also explained the mitigation efforts made to ensure no other applicants are in the same situation and have owned a home in the prior three years of applying.

Mr. Cassel explained that staff is seeking a one-time waiver to move forward with the funding.

Council discussion and expressions of concern that this does not set a precedence and create liability to the city.

Further discussion on the program requirements and the process with the developer to secure property and the build.

Mr. Doody inquired on the process of issuing approval. Mr. Cassel explained that a letter of approval is provided when it has been determined an applicant has qualified. Mr. Doody Attorney further explained that it does provide the city to some exposure, as the applicant and the developer has relied on the City's approval. Vice Mayor Langowski expressed his concern in setting a precedence. Mr. Doody explained that a precedence is not created given the existence of the letter of approval and acting upon the affirmative action taken by the City. He continued noting that the sole precedent set is that there is an outstanding letter of approval.

Council agreed to own the error and grant a one-time waiver. Mayor O'Connor called for a Motion granting the one-time waiver.

Mr. Doody requested that the motion reflect the language stating in-light of the fact that the City has issued a letter of approval.

Motion by Councilwoman Leonard, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES

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

Mr. Cassel continued with update and provided status of the 30-mph street sign, as they will be installed soon.

Mr. Cassel provided an update regarding the Persimmon and Ilex Intersection. He noted that he has spoken with engineers in efforts to make that a 4-way stop.

PUBLIC COMMENTS AND REQUESTS

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 or unmute your device, and prior to addressing Council, state your name and address for the record.

Mr. John Carter – Minto PBLH, LLC – 16610 Town Center Parkway North – Shared current marketing activity which includes providing future residents under contract access to the Westlake amenities allowing those to enjoy the community. He continued asking council their opinions to include in upcoming email marketing to these future residents an invitation to come enjoy the Fourth Fest Festivities. Council discussion and agreement. Mr. Carter further explained protocols to ensure that current residents maintain full access to amenities.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 7:38 PM.

Zoie P. Burgess, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

C. Minutes_Regular City Council Meeting - 7.05.2022 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting
Tuesday, July 05, 2022, at 6:00 PM

Westlake Council Chambers
4005 Seminole Pratt Whitney Road
Westlake, Florida 33470

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Pilar Valle Ron, Council Member – Seat 1
Julian Martinez, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager
Zoie P. Burgess, CMC, City Clerk
Donald J. Doody, Esq., City Attorney
Nilsa Zacarias, Planning and Zoning Director
Suzanne Dombrowski, City Engineer

A regular meeting of the City Council of the City of Westlake was held on Tuesday, July 05, 2022, at 6:00 PM., at the Westlake Community Center, 4005 Seminole Pratt Whitney Road. Members of the public also participated in 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: 2630 447 9937

Password: hello

2. Participants also dialed in using phone with the following number:

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

Meeting ID: 2630 447 9937

As a preliminary matter, Ms. Burgess noted that Mayor JohnPaul O'Connor, Vice Mayor Greg Langowski Councilwoman Pilar Valle Ron, Councilman Julian Martinez, and Councilwoman Charlotte Leonard were present physically, constituting a quorum.

Ms. Burgess provided further instruction regarding public comments, noting that comments will be acknowledged by the mayor and accepted at the appropriate times as indicated in the agenda and those who wish to speak may use the "virtual" hand raise feature.

Ms. Burgess provided the disclaimer that the meeting is being recorded by both voice and video, reminding the audience microphones are live.

Ms. Burgess further explained that microphones will be muted; audience members can unmute themselves and anyone that has called in should mute their device.

Ms. Burgess noted that anyone causing a disruption or being inappropriate will be removed from the meeting.

Ms. Burgess reminded Council Members physically present to utilize microphones.

CALL TO ORDER

Mayor O'Connor called the City of Westlake Regular City Council meeting of Tuesday July 05, 2022, to order at 6:01 p.m.

ROLL CALL

Councilwoman Charlotte Leonard
Councilman Julian Martinez
Councilwoman Pilar Valle Ron
Vice Mayor Greg Langowski
Mayor John Paul O'Connor

Also present:

Kenneth Cassel, City Manager

Donald J. Doody, Esq. City Attorney
Zoie P. Burgess, CMC City Clerk
Nilsa Zacarias, Planning & Zoning Director

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, there being none he called for a motion to approve the agenda.

Motion by Vice Mayor Langowski to approve the agenda, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

PUBLIC COMMENTS AND REQUESTS

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 or unmute your device, and prior to addressing Council, state your name and address for the record.

Mayor O'Connor called for public comments.

Ms. Connie Gray – 16874 62nd Road North – Informed Council that the FourthFest event and the fireworks caused extreme distress to her animals and would like consideration to be given in the planning of future events.

There being no further comments, the next item followed.

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. Financial Report - May 2022

Mayor O'Connor identified item on the Consent agenda and called for a motion.

Motion by Vice Mayor Langowski to approve consent agenda, seconded by Councilwoman Leonard.

UPON ROLL CALL:

Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES

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

PRESENTATIONS/PROCLAMATIONS

A. Palm Beach County Commission on Ethics Introduction

Presented By: Gina Levesque, Intake and Compliance Manager

Ms. Levesque introduced herself and gave a brief overview on the services provided by the Palm Beach County Commission on Ethics.

PUBLIC HEARING - QUASI JUDICIAL

A. SPR-2022-01 James Business Park Warehouse (Pod G Southwest) Site Plan Review

SPR-2022-01: Application of Minto PBLH, LLC for a 145,643 square feet (sq. ft.) of light-industrial warehouse development. The application includes two (2) buildings, a one-story Building I (North) with 135,540 sq. ft.; and a one-story Building II (South) with 10,103 sq.ft. located within Pod G Southwest.

Submitted By: Planning and Zoning

Mayor O'Connor introduced item. City Attorney swore in individuals that presented testimony.

Mayor O'Connor called for staff presentations. Ms. Zacarias presented a PowerPoint Presentation; she identified the applicant is requesting approval of a Site Plan Review for a 145,643 (sq. ft.) light-industrial warehouse development which includes two (2) one-story buildings. Ms. Zacarias, per the code, gave an overview of what is identified as light industrial uses. Ms. Zacarias further explained the applicant is seeking one (1) waiver to allow an 8-foot black vinyl fence with opaque slats on the rear of the buildings to ensure proper screening of unsightly materials. Ms. Zacarias noted, the city code only allows 6 feet and further identified the landscape, drainage, fire safety and traffic standards were reviewed.

Ms. Zacarias confirmed both Planning & Zoning and Engineering approved with 9 conditions:

1. Prior to issuance of building permits. The location and selection of the artwork shall be approved by City Council.
2. All uses must be in compliance with the Code definition of "Light Industrial Uses."
3. Overnight storage, parking of delivery vehicles or trucks shall not be permitted on the property except within the designated areas.
4. Repair or maintenance of vehicles shall not be permitted on the property, excluding emergency repairs.

5. Stacking of pods and containers are prohibited.
6. All fencing for outdoor storage areas shall not exceed 10% gross square footage.
7. Stored materials shall not exceed the height of the fence and shall not extend out from the back bay of the building no more than sixty (60) feet.
8. All chain-link fences shall be black vinyl, coated with opaque slats.
9. No less than four (4) LSEV parking spaces shall be provided on site.

Mr. Hearing of Cotleur & Hearing presented a PowerPoint Presentation on behalf of applicant Minto PBLH, LLC as the property owner and Ben Tristano as the Contract Purchaser. Mr. Hearing illustrated site and presented total site data. Mr. Hearing also identified the types of users anticipated to occupy the buildings. Mr. Hearing also displayed the conceptual fenced loading area.

Council discussion. Mr. Doody confirmed applicant is in agreement with conditions.

Motion by Vice Mayor Langowski to approve one (1) waiver of an eight (8) foot fence on rear of building, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES

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

B. MSP-2022-02 James Business Park Warehouse (Pod G Southwest) Master Signage Plan

MSP-2022-02: Application of Minto PBLH, LLC requesting approval for a Master Signage Plan for the James Business Park Warehouse, a 11.66 acres of light industrial warehouse per *Chapter 6. Sign. Section 6.9 Master Signage Plan*. The subject application includes Twenty-two (22) waivers.

Submitted By: Planning and Zoning

Mayor O'Connor introduced item. City Attorney swore in individuals that presented testimony.

Mayor O'Connor called for staff presentations. Ms. Zacarias presented a PowerPoint Presentation identifying the applicants request for approval of a Master Signage Plan for a 11.66-acre, light industrial warehouse in POD G Southwest with 22 waivers.

Ms. Zacarias noted that the applicant developed two (2) possible scenarios for review.

1. Most likely Scenario 1. - Tenants will be permitted to either have one (1) Principal Tenant Wall sign, or they may choose to utilize a Secondary Tenant Wall sign, but are **not** permitted to have both, *unless they are located at the corner of a building*.

2. Scenario 2 based on larger space sites - Tenants will be permitted to either have one (1) Principal Tenant Wall sign, or they may choose to utilize a Secondary Tenant Wall sign, but are **not** permitted to have both, *unless they are located at the corner of a building.*

Ms. Zacarias continued, identifying the requested waivers

1. Tenant Directional Signs – 2 waivers: Copy area of 13.2 square feet, which exceeds code requirement of four (4) square feet. Waivers are for both, the North and South Building totaling two (2) requests.
2. Principal Tenant Wall Signs – 8 Waivers: The applicant is requesting waivers for principal tenant wall signs.
 - A copy area with a six (6) foot logo, the code does not allow a logo.
 - Copy area of 215 sq. ft. for the North Building and 160 q. ft. for the South Building, which exceeds code requirement of 90 square feet.
 - Five (5) foot logo, exceeding code requirement of thirty-six (36) inches and an addition of logo.
 - Total of six (6) signs per North Building and two (4) signs per South Building, which exceeds code requirement of one (1) sign per building.
3. Secondary Tenant Wall Signs – 4 Waivers: The applicant is requesting multiple waivers in terms of number of signs, location, copy area, and height.
 - Eight (8) signs on the North Building and four (4) signs on the South Building, which exceeds code requirement of one (1) sign per building.
 - A copy area of up to 160 sq. ft. for North Building and 75 sq.ft. for South Building, which exceeds code requirement of 90 square feet.
4. Principal Tenant Rear Wall Signs – 2 Waivers:
 - Copy area of two (2) lines with a four (4) foot logo, which exceeds code requirement of one (1) per copy area and including a logo. Waivers are for North Building Only.
 - Six (6) signs on the North Building and six (6) signs on the South Building, which exceeds code requirement of one (1) sign per building.
5. Building ID Signs – 6 Waivers:
 - Copy area of two (2) lines with a six (6) foot logo, which exceeds code requirement of one (1) per copy area and including a logo. Deviations are for both the North and South Building.
 - Copy area of up to 144 sq.ft. for North Building and 120 sq. ft. for South Building, which exceeds code requirement of 90 sq.ft.
 - Letter Height of forty-eight (48) inches with a six (6) foot logo, which exceeds code requirement of thirty-six (36) inches and an addition of logo.

Ms. Zacarias noted Planning and Zoning and Engineering recommended approval of the subject application with the following conditions:

1. Tenants will be permitted to have one (1) Principal Tenant Wall Sign. They may also choose to utilize a secondary wall sign in lieu of a principal tenant wall sign but not both unless they are on a different elevation (corner).

2. Each tenant will be permitted only one (1) rear wall tenant sign; however, a major tenant may be permitted two (2).

Mr. Hearing of Cotleur & Hearing on behalf of applicant presented a PowerPoint Presentation illustrating sign location plan and scenarios. Mr. hearing also illustrated the Primary Ground Sign and the Tenant Directional Sign.

Brief Council Discussion. No further discussion, Mayor O'Connor called for a Motion.

Motion by Councilman Martinez to approve the twenty-two (22) waivers with conditions set forth by Planning and Zoning and Engineering, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES

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

PUBLIC HEARING

A. SECOND READING - Ordinance 2022-03 – Special Events

Submitted By: Planning & Zoning

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER ____ ENTITLED LAND DEVELOPMENT CODE BY SPECIFICALLY CREATING SECTION ____ ENTITLED "SPECIAL EVENTS"; PROVIDING FOR A DEFINITION OF SPECIAL EVENTS; PROVIDING FOR THE REQUIREMENT OF A PERMIT; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING FOR REGULATIONS RELATIVE TO SIGNAGE, THE SALE OR SERVICE OF ALCOHOLIC BEVERAGES; PROVIDING FOR BATCH APPLICATIONS; PROVIDING FOR THE REGULATION OF GARAGE SALES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

Mayor O'Connor called for staff presentations. Ms. Zacarias presented a PowerPoint Presentation, noting minor changes to include any additional requests will require City Council approval.

Mayor called for council discussion. There being no comments, Mayor O'Connor called for a motion.

Motion by Vice Mayor Langowski to approve Ordinance 2022-03, seconded by Councilman Martinez

UPON ROLL CALL:

Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES

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

B. SECOND READING - Ordinance 2022-06: Per Diem and Allowances

Submitted By: City Attorney's Office

ORDINANCE 2022-06

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CREATING SECTION _____ OF THE CODE OF ORDINANCES; PROVIDING RATES OF TRAVEL PER DIEM, SUBSISTENCE, AND PRIVATE VEHICLE MILEAGE ALLOWANCE FOR PUBLIC OFFICIALS AND EMPLOYEES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

Mayor called for council discussion. There being no comments, Mayor O'Connor called for a motion.

Motion by Councilwoman Leonard to approve Ordinance 2022-06, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

C. SECOND READING - Ordinance 2022-07: Golf Cart Registration Stickers

Submitted By: City Attorney's Office

ORDINANCE 2022-07

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE 2020-01 RELATIVE TO THE USE OF GOLF CARTS; PROVIDING FOR AN AMENDMENT TO THE PLACEMENT OF REGISTRATION STICKER; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Ordinance, by title only, into the record.

Mayor called for council discussion. There being no comments, Mayor O'Connor called for a motion.

Motion by Councilwoman Leonard to approve ordinance 2022-07, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES

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

NEW BUSINESS

- A. Resolution 2022-17 - Installation of Stop Signs at the Intersection of Persimmon Blvd and Ilex Way

Submitted By: City Attorney's Office

RESOLUTION 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING AND REQUESTING THE SEMINOLE IMPROVEMENT DISTRICT TO IMMEDIATELY MAKE THE INTERSECTION OF PERSIMMON BOULEVARD AND ILEX WAY A FOUR-WAY STOP BY INSTALLING STOP SIGNS AT EACH CORNER OF THE INTERSECTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Resolution, by title only, into the record.

Mr. Cassel noted that this was a necessary provision for the safety of drivers and can foresee this being a signalized intersection, but for the time being it will be a four-way stop. He further explained that notification to the public must be provided 4-6 weeks prior to installation.

Mayor O'Connor thanked staffed and noted this is for the safety of the residents and called for a motion.

Motion by Councilwoman Valle Ron to approve Resolution 2022-17, seconded by Vice Mayor Langowski.

UPON ROLL CALL:

Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES

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

B. Fiscal Year 2021 Audited Financial

Submitted By: Administration

Mayor O'Connor introduced item. Mr. Cassel further explained, noting this is the annual report by the independent auditors for FY 2021. He noted that there is one minor finding, identifying that the City exceeded in the original budget for special planning and revenue funds more was spent as it was underbudgeted. Mr. Cassel noted it will be monitored and better tracking going forward.

Mayor O'Connor called for a motion.

Motion by Vice Mayor Langowski to accept the audited financial report for 2021, seconded by Councilwoman Leonard.

UPON ROLL CALL:

Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES

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

C. Florida Public Utilities - Franchise Agreement

Submitted By: City Manager

Mayor O'Connor introduced item. Mr. Cassel explained that the agreement has finally been completed and we can begin to receive the franchise fees.

Mayor O'Connor called for council comments; there being none, Mayor O'Connor called for a motion.

City Attorney identified the Motion for Authorization to execute the resolution from the Board of Supervisors for Seminole Improvement District

Motion by Vice Mayor Langowski to approve, seconded by Councilwoman Leonard.

UPON ROLL CALL:

Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES

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

D. Proposed Millage Rate for the Fiscal Year 2023 Ad Valorem Tax and a Date, Time and Place for the First Public Budget Hearing

Submitted By: Finance

RESOLUTION 2022 - 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 20, 2023; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Resolution, by title only, into the record.

Mr. Cassel provided an overview of proposed millage rate, recommending the proposed maximum millage rate to be set at 5.125. Mr. Cassel explained that the proposed budget accounts for the proposed rate. Mr. Cassel proposed to council that a workshop be conducted July 26, 2022, to discuss the budget.

Mr. Doody informed council that there will also be two budget hearings.

Council Discussion. Mayor O'Connor expressed his desire for staff to work with the budget in efforts to lower the millage rate.

Mayor O'Connor called for a motion.

Motion by Vice Mayor Langowski to approve Resolution 2022-15, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

- E. Resolution 2022-16 Levying the Annual Special Assessment for Residential Solid Waste Services for Fiscal Year 2022-23

Submitted By: Administration

RESOLUTION 2022-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES IN THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item. City Attorney read Resolution, by title only, into the record.

Mayor O'Connor called for a motion. Mr. Cassel further explained that Council action is required to post the assessment every year, noting the assessment is approximately \$280.60; raised a few cents.

Council Discussion. Mayor O'Connor inquired how much time is left on contract. Mr. Cassel identified another two years.

Motion by Vice Mayor Langowski to approve Resolution 2022-16, seconded by Councilman Martinez.

UPON ROLL CALL:

Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES
Councilwoman Leonard	YES
Councilman Martinez	YES

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

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard – No Comments.

B. Councilman Julian Martinez – Councilman Martinez asked Mr. Cassel if there was a report that provides a streamlined process for any future events such as, timeline, timeframe and cost needed to hold event. Mr. Cassel stated an after-action report will be produced from the different departments that contributed to the festival that will help refine the process for the next event. He further asked Mr. Cassel how he may go about presenting a new event. Mr. Cassel informed Mr. Martinez to send him an email so it can be added to the next Agenda.

C. Councilwoman Pilar Valle Ron – Councilwoman Pilar Valle Ron acknowledged how pleased with the outcome of FourthFest.

D. Vice Mayor Greg Langowski – Vice Mayor Langowski expressed his appreciation for the community and the volunteers at FourthFest. He also informed City Council the Education Youth and Advisory Board will hold their next meeting the following week on July 14, 2022.

E. Mayor JohnPaul O'Connor – Mayor O'Connor was impressed by the outcome of FourthFest and discussed the number of people that attended the event. He has received many comments from the community thanking the city for the event.

REPORT – STAFF

Palm Beach County Fire Rescue - They received great feedback on the FourthFest event, no injuries were reported.

Palm Beach Sheriff's Office – Acknowledged that FourthFest was a success and received a lot of positive feedback and only one minor crime was reported. He stated a lost and found booth would be a great idea to have for the following event.

REPORT - CITY ATTORNEY

No Comments.

REPORT - CITY MANAGER

Mr. Cassel introduced Tim Day, employed by Inframark to help Mr. Cassel in his duties. Mr. Day is a former city manager. Mr. Day will be shadowing Mr. Cassel to help him with the Southeast region and will be seen around the city. FourthFest was a success and Mr. Cassel received positive feedback from the Acreage. Residents were happy they could bring their swamp buggies and side cars and were thankful the City incorporated the surrounding communities. Mr. Cassel suggests a lost parent booth for next year's FourthFest, as a few kids lost their parents.

PUBLIC COMMENTS AND REQUESTS

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, or unmute your device, and prior to addressing Council, state your name and address for the record.

Mayor O'Connor called for public comments.

Ms. Burgess noted there were no public comment cards received prior to the meeting and gave the virtual audience a moment to comment. There being no comments, the next item followed.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 7:42 PM.

Zoie P. Burgess, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

D. Minutes_City Council Special Meeting 07.26.2022 - DRAFT

CITY OF WESTLAKE



MINUTES

City Council Special Meeting

Tuesday, July 26, 2022, at 5:50 PM

Westlake Council Chambers
4005 Seminole Pratt Whitney Road
Westlake, Florida 33470

CITY COUNCIL:

JohnPaul O'Connor, Mayor
Greg Langowski, Vice Mayor
Pilar Valle Ron, Council Member – Seat 1
Julian Martinez, Council Member – Seat 2
Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager
Zoie P. Burgess, CMC, City Clerk
Donald J. Doody, Esq., City Attorney
Nilsa Zacarias, Planning and Zoning Director
Suzanne Dombrowski, City Engineer

A City Council Special Meeting of the City of Westlake was held on Tuesday, July 5, 2022, at 5:50 PM., at the Westlake Community Center, 4005 Seminole Pratt Whitney Road. Members of the public also participated in the meeting through electronic means and accessed as follows:

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

Meeting ID: 2631 113 8770
Password: hello

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

United States Toll: +1-408-418-9388
Meeting ID: 2631 113 8770

For participants attending the meeting via WebEx, public comments will be accepted via an electronic comment card, at least 24 hours prior to the public meeting and also acknowledged during the meeting when participants utilize the "raise your hand" feature during the designated time.

Procedures for Public Comment are also provided via the City website:
<https://www.westlakegov.com/cityclerk/page/covid-19-public-meetings>

Ms. Ramirez provided further instruction regarding public comments, noting that comments will be acknowledged by the Mayor and accepted at the appropriate times as indicated in the Agenda and those who wish to speak may use the "virtual" hand raise feature.

Ms. Ramirez provided the disclaimer that the meeting is being recorded by both voice and video, reminding the audience that microphones are live.

Ms. Ramirez further explained that microphones will be muted; audience members have the ability to unmute themselves and anyone that has called in should mute their device.

Ms. Ramirez noted that anyone causing a disruption or being inappropriate will be removed from the meeting.

Ms. Ramirez reminded Council Members physically present to utilize microphones.

CALL TO ORDER

Mayor O'Connor called the Local Planning Agency meeting of Tuesday, July 5, 2022, to order at 5:50 PM.

ROLL CALL

Present and constituting a quorum:

Councilwoman Charlotte Leonard
Councilman Julian Martinez
Councilwoman Pilar Valle Ron
Vice Mayor Greg Langowski
Mayor JohnPaul O'Connor

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.

Motion by Vice Mayor Langowski to approve Agenda, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

Councilwoman Leonard	YES
Councilman Martinez	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

SPECIAL AGENDA

- A. Resolution - 2022-18 - Amending Resolution 2022-15 to Reschedule the Date of the Public Hearing to adopt the Proposed Millage Rate

City Manager, Mr. Cassel, discussed rescheduling the date of the public hearing to adopt proposed millage rate. Date was set for September 9th instead of September 6th at the previous City Council Meeting for approval of the amended resolution 2022-18.

Mayor O'Connor called for a motion to approve the date change for approval of the amended resolution 2022-15.

Motion by Vice Mayor Langowski to approve Agenda, seconded by Councilwoman Leonard.

UPON ROLL CALL:

Councilman Martinez	YES
Councilwoman Leonard	YES
Councilwoman Valle Ron	YES
Vice Mayor Langowski	YES
Mayor O'Connor	YES

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

CITY COUNCIL COMMENTS

No comments made by Council.

PUBLIC COMMENTS

No Public comments.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 5:57 PM.

Zoie P. Burgess, City Clerk

Johnpaul O'Connor, Mayor

File Attachments for Item:

A. RESOLUTION 2022-22 - Approval of Proposed Millage Rate for Fiscal Year 2023

Submitted By: Finance

RESOLUTION 2022-22

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA,
APPROVING THE PROPOSED AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE
FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, ENDING ON SEPTEMBER 30, 2023.**

RESOLUTION 2022-22

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ADOPTING THE PROPOSED AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, ENDING ON SEPTEMBER 30, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to applicable provisions of law, the City of Westlake has computed a proposed millage rate and prepared a tentative budget for the fiscal year beginning October 1, 2022 and ending on September 30, 2023; and

WHEREAS, a Notice of Proposed Property Taxes has been mailed to residents by the Palm Beach County Property Appraiser advising them that a public hearing on the proposed millage rate and tentative budget would be held on September 6, 2022 at 6:00 pm; and

WHEREAS, said public hearing has been held as stated above and comments from the public concerning said proposed millage rate and tentative budget have been heard and considered; and

WHEREAS, the gross taxable value for operation purposed not exempt from taxation within Palm Beach County, has been certified by the Palm Beach County Appraiser to the City of Westlake is \$613,058,995; and

WHEREAS, it is the desire of the City Council for the City of Westlake to adopt a Proposed millage rate for the fiscal year beginning October 1, 2022 and ending on September 30, 2023;

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

- Section 1: The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Council. All exhibits attached hereto are hereby incorporated herein.
- Section 2: That the proposed ad valorem millage rate of \$1,000.00 of assessed value for real and personal property value as established by the Palm Beach County Property Appraiser for the Fiscal Year 2023 is hereby set at _____ mills.
- Section 3: The proposed millage rate for the Fiscal Year 2023 is set at _____mills, which is ____% of the "rolled-back" rate of 3.9189.
- Section 4: The City of Westlake does not have voted debt for Fiscal Year 2023.
- Section 5: The tentative budget advertisement in compliance with Florida Statute 200.065 shall be published in one issue of a newspaper published in Palm Beach County, Florida, and at the same time the public will be notified of a public hearing to be held at 6 p.m. on the 19th day of September, 2022, in Westlake Community Center/City Council Chambers

located at 4005 Seminole Pratt Whitney Road Westlake, FL 33470, for the purpose of hearing objections or criticisms of the tentative budget and proposed millage. This meeting is for the purpose of setting a Final Tax Levy and Final Budget. To support the public's continued safety concerns, public comments may also be provided virtually via WebEx (limit 3 minutes) or by contacting the City Clerk's office at (561) 530-5880.

- Section 6: That a public hearing to adopt a final millage rate and budget shall be held on September 19, 2022 at 6:00 p.m., in accordance with Section 200.065, of the Florida Statutes.
- Section 7: If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.
- Section 8: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 9: This Resolution shall become effective upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this 6th day of September 2022.

City of Westlake
John Paul O'Connor, Mayor

Zoie P. Burgess, City Clerk

Approved as to Legal Form and Sufficiency:

Office of City Attorney



Meeting Agenda Item Coversheet

MEETING DATE:		9/6/2022	Submitted By: Finance		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		RESOLUTION 2022-22 - Approval of Proposed Millage Rate for Fiscal Year 2023			
STAFF RECOMMENDATION: (MOTION READY)		Approve Proposed Millage Rate for Fiscal Year 2023			
SUMMARY and/or JUSTIFICATION:		A proposed millage rate must be adopted in order to notify residents by newspaper advertisement of Fiscal Year 2023 ad valorem tax assessments as required by state law.			
SELECT, if applicable		AGREEMENT:		BUDGET:	X
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Resolution 2022-22			
SELECT, if applicable		RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(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.</i>		A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PROPOSED AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022, ENDING ON SEPTEMBER 30, 2023.			
FISCAL IMPACT (if any):				\$	

File Attachments for Item:

B. RESOLUTION 2022-23 - Adoption of Tentative Budget for Fiscal Year 2023

Submitted By: Finance

RESOLUTION 2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City of Westlake



FISCAL YEAR 2023

ANNUAL BUDGET

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Budget Message

Honorable Mayor and City Council

I am pleased to submit the Fiscal Year 2023 budget message for the City of Westlake. The city continues to grow at a rapid pace. The commercial development is beginning to come online. Although there is minimal positive impact on revenue this year, we expect a more significant impact on the FY2024 budget. As development continues, we are reviewing and correcting sections of the Land Development Regulations that have conflicts from theory to applicability. The continued teamwork between the City Council, City Manager, City Attorney, City Planner, City Engineer, City Clerk, Building Department, administrative staff, Seminole Improvement District, and the developers' representatives allows us to move forward and respond to market conditions.

According to the Palm Beach County Property Appraiser the City of Westlake's taxable value has increased seventy-four-point eight four percent (74.84%) over last year. The growth in home construction and sales continues to be strong.

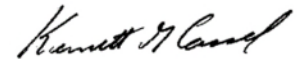
The ***proposed millage rate for the FY 2023 remains at 5.125 mils.*** This rate is projected to generate approximately \$3,141,927 in ad-valorem taxes to the City based on the taxable value as of January 1st as provided by Palm Beach County Property Appraiser. The total proposed budget for the General Fund in FY2023 is \$4,943,300, which is a 33.84% increase over the current year. The difference between the taxes received and the budget is made up of several components, including interest, licenses, permits & fees, other taxes and deficit funding from the primary developer as needed.

The proposed millage rate of 5.125 mills is a 30.78% increase over the rolled-back rate. Generating revenue *based on the rolled-back rate* would not be practical as the city must be able to provide the administrative infrastructure to operate. With a growing city the administrative expenses occur before the tax revenue is received and therefore, it appears to be a tax increase. The actual ad-valorem tax rate per property remains flat at 5.125 mills. The largest impact on the taxes is the assessed value established by the County Property Appraiser.

Due to the lag time of taxable values and the budget cycle, this budget is again dependent on deficit funding from the primary developer for the final year. One of the areas that has increased is the reserve and contingency funds. This increase is necessary to have the appropriate level of funds for the first quarter operating reserves and contingency balances needed by FY2024. It is still important to remember that a portion of land within the City limits is assessed based on agricultural use by the property assessor. The agricultural land use assessed value is a lower taxable value therefore generates lower tax revenues. As the City continues to develop residential and commercial properties the tax base will continue to increase. This increase in taxable value reduces the dependency on deficit funding

There are approximately fifty-five individuals involved in the overall operation and administration of the city. These individuals are part of the contracted services provided by the various entities. These individuals are a combination of dedicated full-time personnel and those that work a percentage of their time on City business. This is part of the overall vision of the city to remain a government-light operation. This allows for an efficient effective government providing a high level of service to the residents.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kenneth Cassel".

Kenneth Cassel

City of Westlake

Budget Calendar - Fiscal Year 2023 Annual Budget

Key Dates	Activity / Tasks	
By June 1	Receipt of Estimated Assessable Property Values	
Fri July 1	Property Appraiser certifies the taxable values	
Tues July 5	City of Westlake Regular Council Meeting – Preliminary Budget Presentation; Approve Tentative Millage Rate and date of first public hearing; Set assessment rate for solid waste collection.	
Tues July 26	City of Westlake Budget Workshop	
Wed August 3	County School Board Budget 1st Hearing	**
Thu August 4	Deadline for submitting DR 420 to Property Appraiser & Tax Collector a) Include Proposed Millage Rate b) the current rollback rate c) The date, time, and meeting place of the tentative budget hearing	
Tues September 6	City of Westlake Regular Council Meeting – 1st Budget & Millage Rate Hearing; Assessment Rates for Solid Waste Collection	
Wed September 7	County School Board Budget 2nd Hearing	**
Tue September 13	County Budget 1st Hearing	**
Thu September 15	Publish Notice of Budget Increase and Budget Summary in PB Post	
Mon September 19	City of Westlake Special Council Meeting - 2nd and Final Budget Hearing	
Tue September 20	County Budget 2nd Hearing	**
Thu September 22	Deadline to Send Adopted Millage Rate to Property Appraiser & Tax Collector	
Wed October 19	Deadline to Certify Compliance with Florida Department of Revenue	

** Per Florida Statutes, the hearing dates scheduled by the county commission and school board shall not be used by any other taxing authority within the county for its public hearings.

City of Westlake Fiscal Year 2023 Budget

All Funds – Total Budget

Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
FUNDING						
Total Revenue	\$ 6,405,600	\$ 6,773,618	\$ 368,017	\$ 7,899,000	\$ 1,493,400	23.3%
Total Fund Bal. Use / (Addition)	-	(1,612,298)	(1,612,298)	-	-	NA
Total Funding	\$ 6,405,600	\$ 5,161,321	\$ (1,244,280)	\$ 7,899,000	\$ 1,493,400	23.3%
EXPENDITURES						
Personnel Expenditures	\$ 118,800	\$ 101,703	\$ 17,100	\$ 64,600	\$ (54,200)	-45.6%
Operating Expenditures	5,620,500	5,028,192	592,308	6,466,900	846,400	15.1%
Capital Expenditures	50,000	8,161	41,839	50,000	-	0.0%
Contingency	151,400	23,264	128,136	178,800	27,400	18.1%
Reserves	464,900	-	464,900	1,138,700	673,800	144.9%
Total Expenditures	\$ 6,405,600	\$ 5,161,320	\$ 1,244,283	\$ 7,899,000	\$ 1,493,400	23.3%

**City of Westlake
Fiscal Year 2023 Budget**

General Fund – Summary

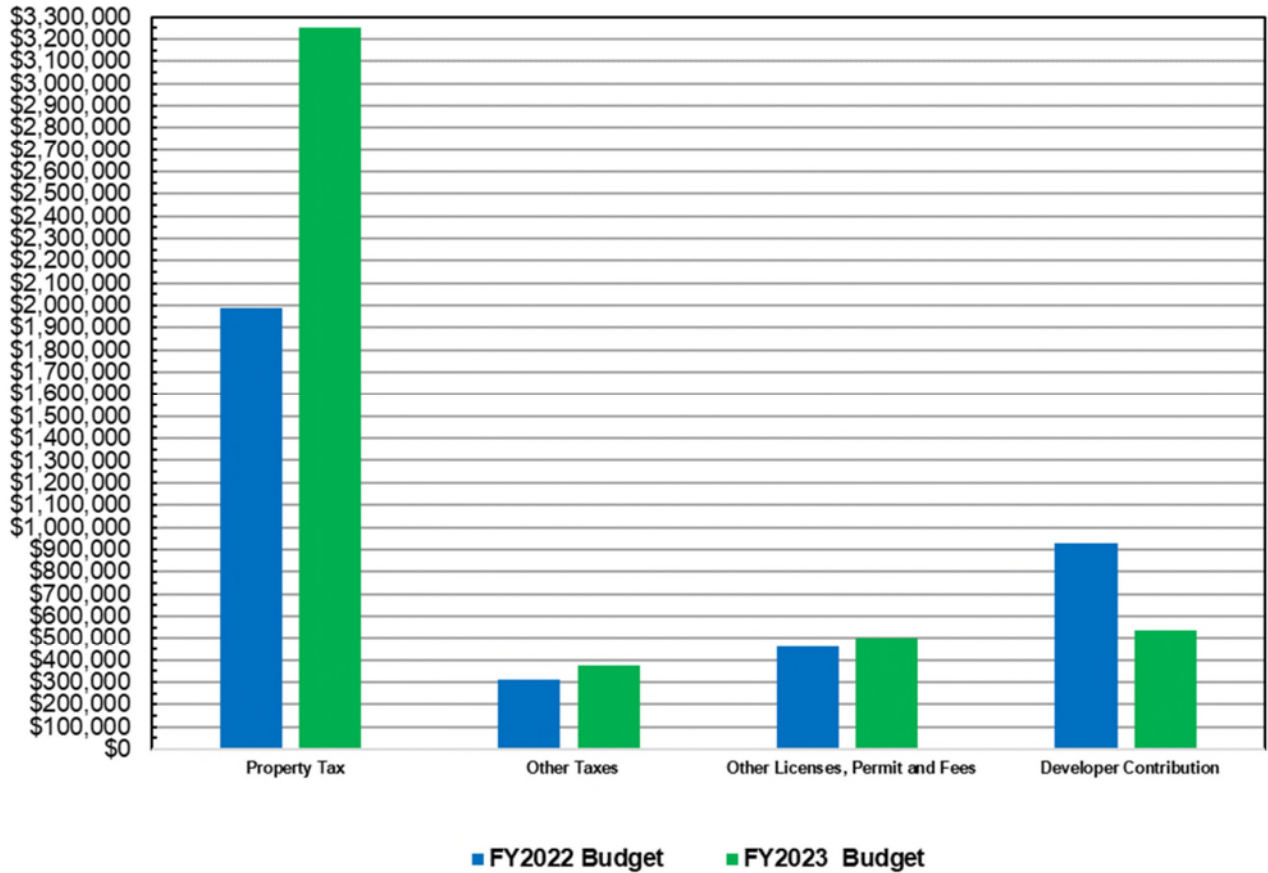
Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./ (Decr.) Over Budget	% Budget Incr./ (Decr.)
FUNDING						
Total Revenue	\$ 3,693,400	\$ 3,104,841	\$ (588,559)	\$ 4,943,300	\$ 1,249,900	33.8%
Total Funding	\$ 3,693,400	\$ 3,104,841	\$ (588,559)	\$ 4,943,300	\$ 1,249,900	33.8%
EXPENDITURES						
Personnel Expense	\$ 118,800	\$ 101,703	\$ 17,097	\$ 64,600	\$ (54,200)	-45.6%
Operating Expense	2,908,300	2,683,996	224,304	3,511,200	602,900	20.7%
Capital Expenditures	50,000	8,161	41,839	50,000	-	0.0%
Contingency	151,400	23,264	128,136	178,800	27,400	18.1%
Reserves	464,900	-	464,900	1,138,700	673,800	144.9%
Total Expenditures	\$ 3,693,400	\$ 2,817,124	\$ 876,276	\$ 4,943,300	\$ 1,249,900	33.8%
AVAILABLE FUND BALANCE						
Opening Balance	\$ 555,296	\$ 555,296	\$ -	\$ 555,296	\$ -	0.0%
Closing Balance	\$ 555,296	\$ 555,296	\$ -	\$ 555,296	\$ -	0.0%
Closing Bal % Of Total Exp	15.0%	19.7%	4.7%	11.2%	0.0%	N/A

City of Westlake Fiscal Year 2023 Budget

General Fund – Source of Funds

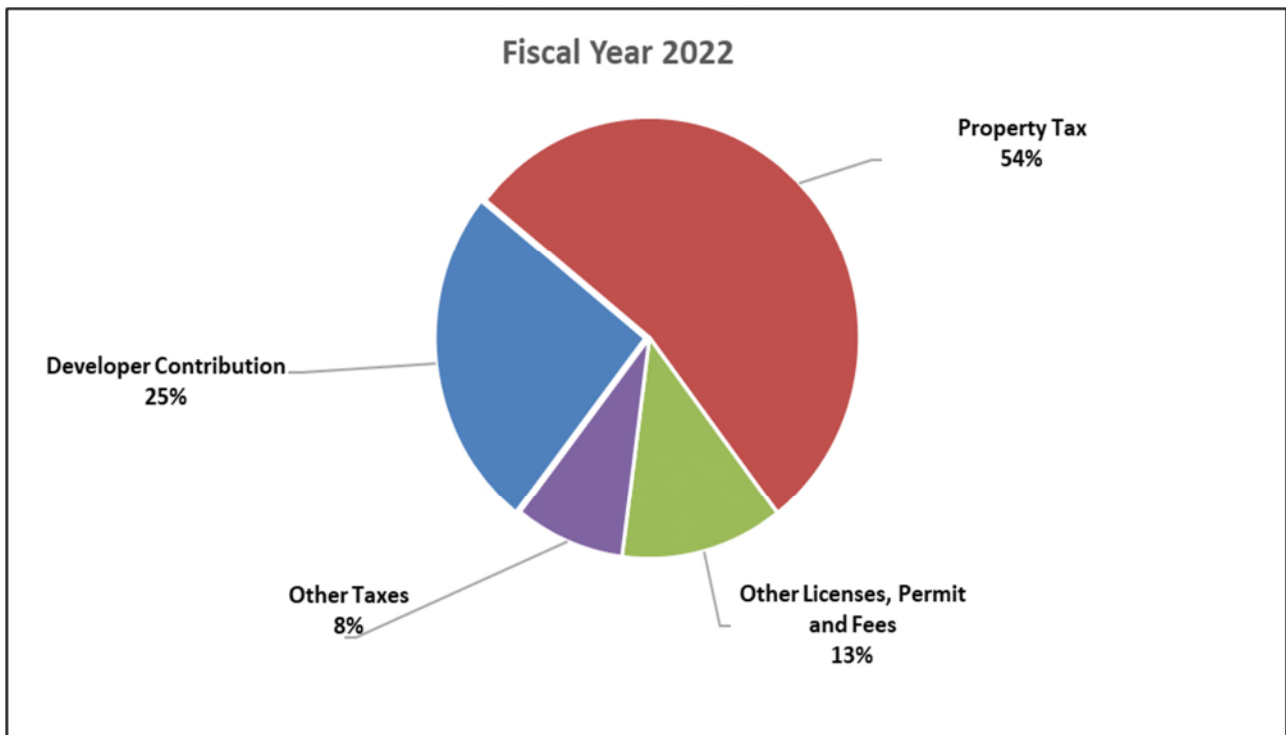
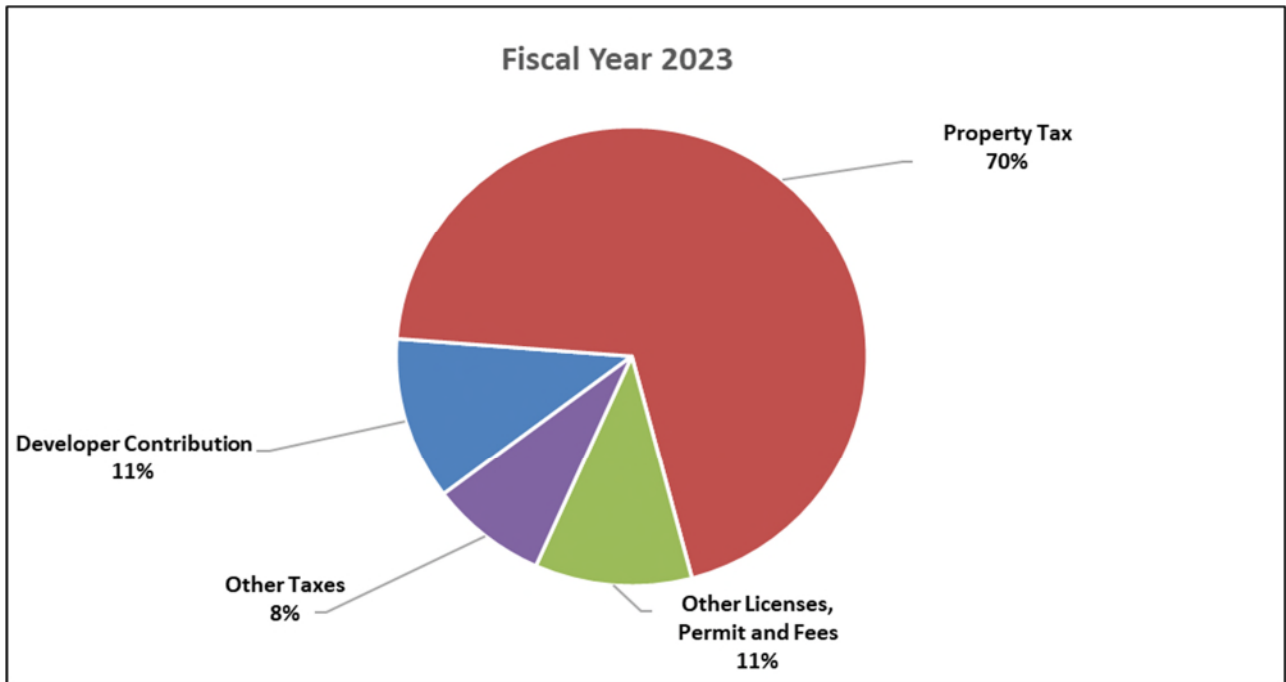
Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Property Tax	\$ 1,988,348	\$ 2,000,217	\$ 11,869	\$ 3,360,276	\$ 1,371,928	69.0%
Other Taxes	312,800	385,559	72,759	327,300	14,500	4.6%
Other Licenses, Permit and Fees	462,100	715,823	253,723	493,700	31,600	6.8%
Developer Contribution	930,152	-	(930,152)	762,024	(168,128)	-18.1%
Interest Income	-	3,243	3,243	-	-	NA
Total Source of Funds	\$ 3,693,400	\$ 3,104,841	\$ (588,559)	\$ 4,943,300	\$ 1,249,900	33.8%

FY2022 Budget vs. FY2023 Budget



City of Westlake Fiscal Year 2023 Budget

General Fund – Source of Funds



**City of Westlake
Fiscal Year 2023 Budget**

General Fund – Revenue Detail

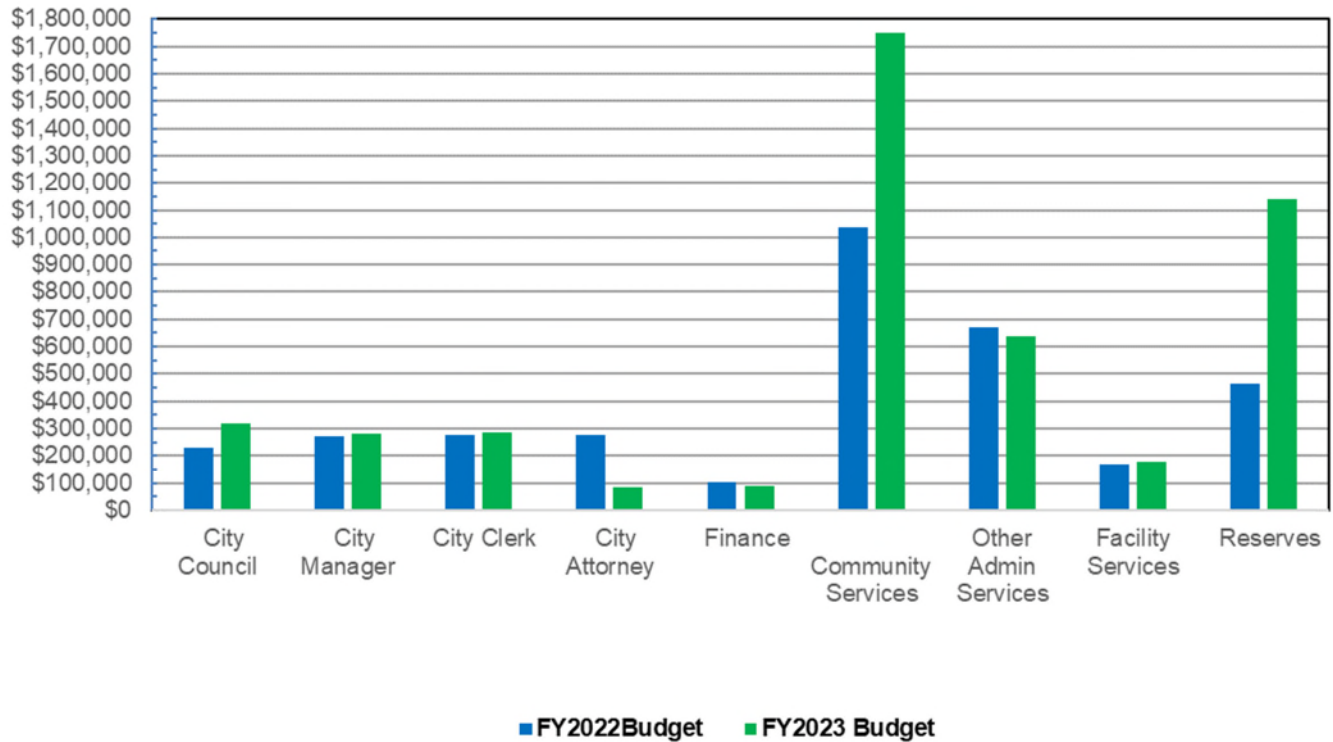
Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Property Tax								
Tax Receipts - Current Year	\$ 554,887	\$ 1,130,469	\$ 1,838,592	\$ 1,838,592	\$ -	\$ 3,141,927	\$ 1,303,335	70.9%
Tax Receipts - Discounts	(19,605)	(43,037)	(73,544)	(69,673)	3,871	(125,677)	(52,133)	70.9%
Special Assessments-Tax Collector	-	-	232,600	232,600	-	358,326	125,726	54.1%
Special Assmnts- Discounts	-	-	(9,300)	(1,302)	7,998	(14,300)	(5,000)	53.8%
Total - Property Tax	\$ 535,282	\$ 1,087,432	\$ 1,988,348	\$ 2,000,217	\$ 11,869	\$ 3,360,276	\$ 1,371,928	69.0%
Other Taxes								
Local Option Fuel Tax	138	-	-	-	-	-	-	NA
Municipal Revenue Sharing	864	7,167	17,200	13,781	(3,419)	24,200	7,000	40.7%
Local Discretionary Sales Tax	-	-	69,700	-	(69,700)	-	(69,700)	-100.0%
Public Service Tax-Electricity	119,672	154,984	113,600	215,591	101,991	116,000	2,400	2.1%
Public Service Tax-Water	20,755	45,776	41,500	48,920	7,420	58,700	17,200	41.4%
Public Service Tax-Gas	17,573	32,933	34,600	62,631	28,031	75,200	40,600	117.3%
Communications Svcs. Tax	15,190	28,638	36,200	44,636	8,436	53,200	17,000	47.0%
Total - Other Taxes	\$ 174,192	\$ 269,498	\$ 312,800	\$ 385,559	\$ 72,759	\$ 327,300	\$ 14,500	4.6%
Comprehensive Planning Fees								
Building	1,552,433	-	-	-	-	-	-	NA
Engineering	569,222	-	-	-	-	-	-	NA
Planning & Zoning	69,781	-	-	-	-	-	-	NA
Total - Comprehensive Planning	\$ 2,191,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Other Licenses, Permits and Fees								
FPL Franchise Fee	\$ 94,338	\$ 132,295	\$ 110,300	\$ 200,096	\$ 89,796	\$ 119,700	\$ 9,400	8.5%
Solid Waste Franchise Fee	-	-	-	12,691	12,691	15,200	15,200	NA
Occupational Licenses	6,060	6,135	6,100	17,135	11,035	6,100	-	0.0%
Building Reinspection Fees	24,550	-	-	-	-	-	-	NA
State Building Surcharge Admin.Fees	3,497	-	-	-	-	-	-	NA
FPL TUG Program Admin.Fee	49,500	-	-	-	-	-	-	NA
Solid Waste Disposal Fees	53,917	250,643	29,100	263,832	234,732	250,600	221,500	761.2%
County Impact Fee Admin.Fees	149,209	118,873	62,100	93,636	31,536	77,100	15,000	24.2%
Contractor Registration Fees	2,175	635	-	600	600	-	-	NA
Lien Search Fees	1,330	5,938	1,300	10,204	8,904	1,300	-	0.0%
Administrative Fees	-	-	245,400	12,987	(232,413)	13,000	(232,400)	-94.7%
Burgler Alarm Fees	2,438	5,393	2,400	6,025	3,625	2,400	-	0.0%
Federal Grants	-	362,368	-	-	-	-	-	NA
Event Sponsors	-	-	-	73,350	73,350	-	-	NA
Other Fees	7,508	18,257	5,400	25,267	19,867	8,300	2,900	53.7%
Total - Other Licenses, Permits and Fees	\$ 394,522	\$ 900,537	\$ 462,100	\$ 715,823	\$ 253,723	\$ 493,700	\$ 31,600	6.8%
Developer Contribution	\$ 625,000	\$ 540,000	\$ 930,152	\$ -	\$ (930,152)	\$ 762,024	\$ (168,128)	-18.1%
Interest Income								
Interest Income	\$ 28	\$ 698	\$ -	\$ 3,082	\$ 3,082	\$ -	\$ -	NA
Interest Income - Tax Collector	610	494	-	161	161	-	-	NA
Total - Interest Income	\$ 638	\$ 1,192	\$ -	\$ 3,243	\$ 3,243	\$ -	\$ -	NA
Total Revenue	\$ 3,921,070	\$ 2,798,659	\$ 3,693,400	\$ 3,104,841	\$ (588,559)	\$ 4,943,300	\$ 1,249,900	33.8%
Use / (Add't) Fund Balance	116,871	(351,733)	-	(287,717)	(287,717)	-	-	NA
Total Funding	\$ 4,037,941	\$ 2,446,926	\$ 3,693,400	\$ 2,817,124	\$ (876,276)	\$ 4,943,300	\$ 1,249,900	33

City of Westlake Fiscal Year 2023 Budget

General Fund – Expenditures by Function

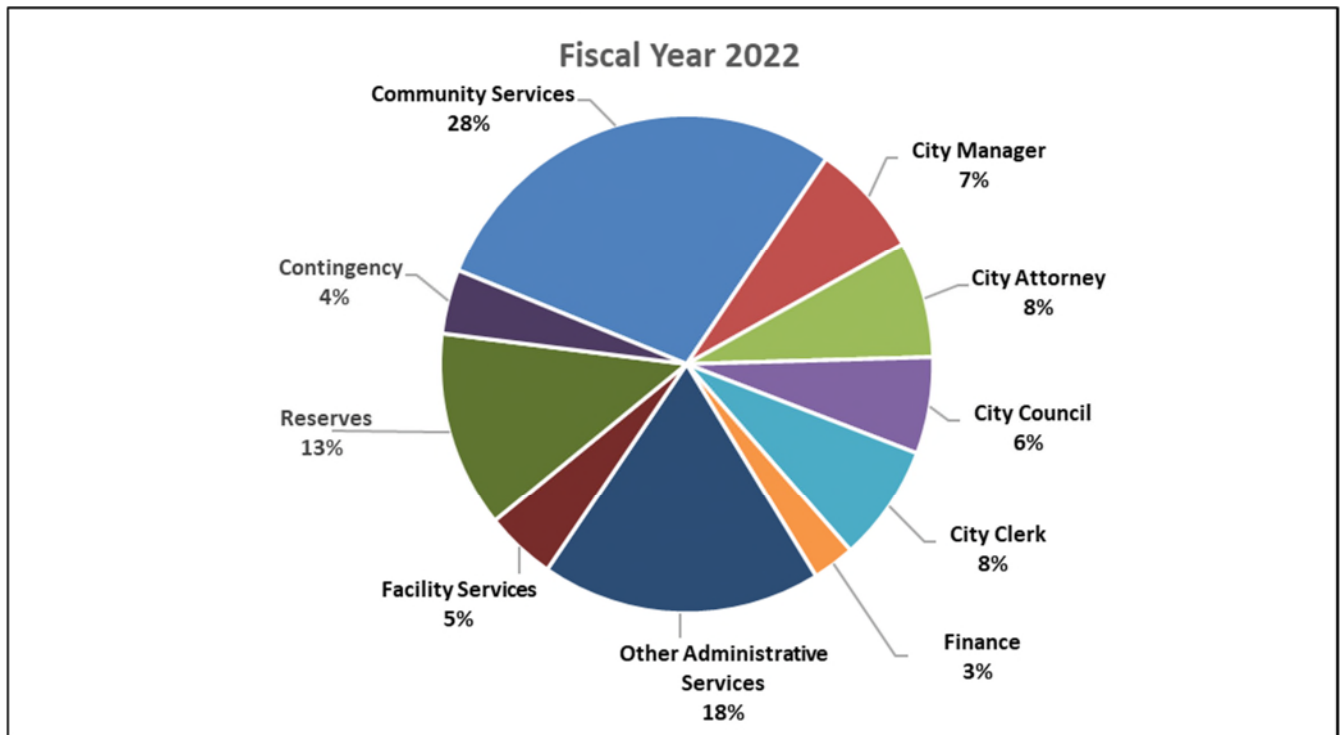
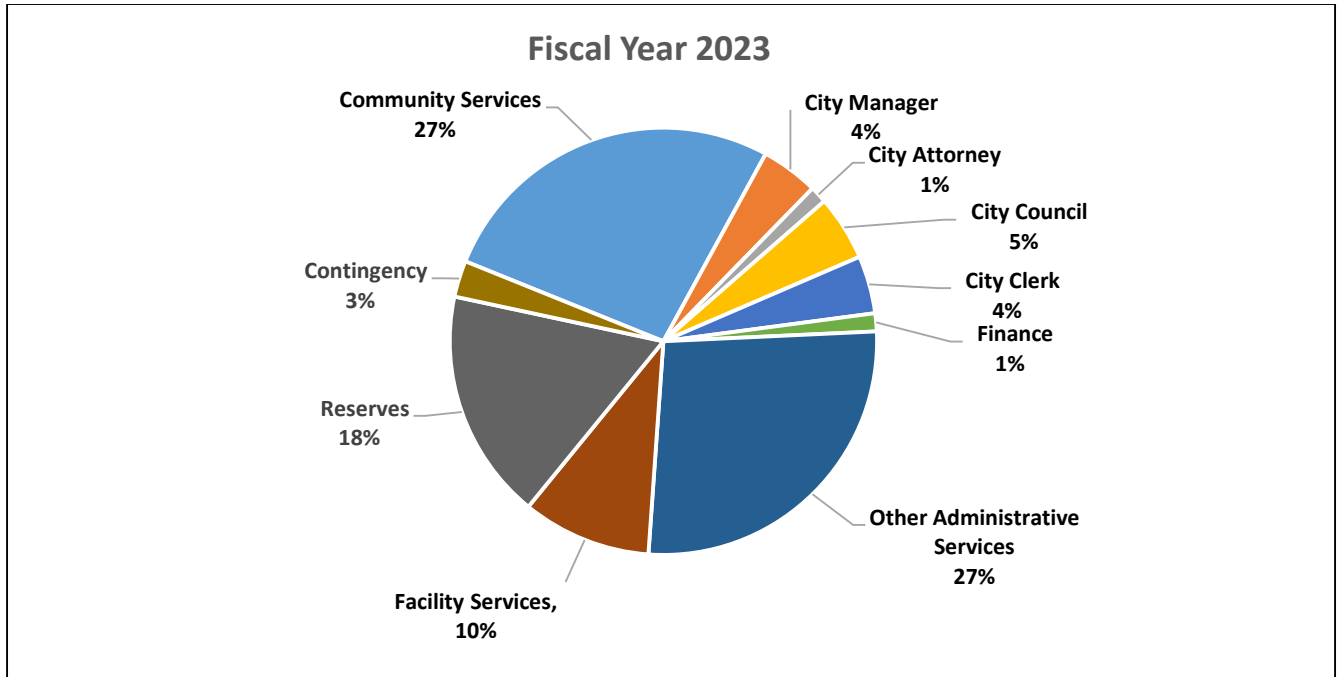
Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./ (Decr.)
City Council	\$ 227,400	\$ 293,601	\$ (66,201)	\$ 320,600	\$ 93,200	41.0%
City Manager	270,700	217,070	53,630	281,200	10,500	3.9%
City Clerk	278,200	251,054	27,146	285,800	7,600	2.7%
City Attorney	275,000	85,403	189,597	85,400	(189,600)	-68.9%
Finance	100,800	85,918	14,882	88,400	(12,400)	-12.3%
Community Services	1,037,300	1,280,271	(242,971)	1,749,700	712,400	68.7%
Other Administrative Services	669,400	501,905	167,495	636,500	(32,900)	-4.9%
Facility Services	168,300	70,478	97,822	178,200	9,900	5.9%
Contingency	151,400	31,425	119,975	178,800	27,400	18.1%
Reserves	464,900	-	464,900	1,138,700	673,800	144.9%
Total Expense	\$ 3,643,400	\$ 2,817,124	\$ 826,276	\$ 4,943,300	\$ 1,299,900	35.7%

FY2022 Budget vs. FY2023



City of Westlake Fiscal Year 2023 Budget

General Fund – Expenditures by Function



City of Westlake Fiscal Year 2023 Budget

General Fund – City Council Department

Mission

To serve as the legislative body in accordance with the Charter and applicable statutes. The form of government is a Council/Manager. The City council shall conduct regular meetings, special meetings, adopt codes and ordinances and approve the annual budget by September 30th each year by resolution.

Current Year Highlights

- Approved and held the first annual Fourth Fest.
- Approved over nine plats for future development.
- Adopted ordinances for additional chapters of the City’s Land Development regulations.
- Approved three site plans for nonresidential properties.
- Conducted annual budget workshops with the City Manager and staff.

Next Year Goals

- Improve communication with the residents through multiple media methods.
- Update sections of the City’s Land Development regulations to address unforeseen conflicts.
- Approve additional plats as presented by staff.
- Approve nonresidential site plans for developments in conformance with the City’s Land Development Regulations (LDRs).

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr.(Decr.)
Personal Services								
Mayor/Council Stipend	\$ 175,200	\$ 146,400	\$ 110,400	\$ 94,443	\$ 15,957	\$ 60,000	\$ (50,400)	-45.7%
FICA	13,403	11,200	8,400	7,260	1,140	4,600	(3,800)	-45.2%
Total Personal Services	\$ 188,603	\$ 157,600	\$ 118,800	\$ 101,703	\$ 17,097	\$ 64,600	\$ (54,200)	-45.6%
Operating Expenses								
ProfServ-Legislative Expense	\$ -	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ 24,000	\$ -	0.0%
Telephone, Cable and Internet Service	-	-	-	1,931	(1,931)	1,900	1,900	N/A
Public Officials Insurance	3,500	4,025	4,400	3,125	1,275	3,800	(600)	-13.6%
City Events	-	-	63,800	168,338	(104,538)	193,300	129,500	203.0%
Election Fees	560	-	-	600	(600)	-	-	N/A
Council Expenses	8,068	6,855	15,000	16,133	(1,133)	30,000	15,000	100.0%
Dues, Licenses, Subscriptions	-	1,395	1,400	1,771	(371)	3,000	1,600	114.3%
Total Operating Expenses	\$ 12,128	\$ 12,275	\$ 108,600	\$ 191,898	\$ (83,298)	\$ 256,000	\$ 146,100	135.7%
Total City Council	\$ 200,731	\$ 169,875	\$ 227,400	\$ 293,601	\$ (66,201)	\$ 320,600	\$ 91,900	41.0%

City of Westlake Fiscal Year 2023 Budget

General Fund – City Manager Department

Summary

The City Manager is the chief administrative officer of the City and is responsible for directing and supervising the administration of all departments, offices, and agencies of the City except the City Attorney, unless otherwise directed in the City Charter. The City Manager shall:

- Ensure all laws and provisions of the Charter and acts of the Council are fully executed.
- Make recommendations to the Council concerning the affairs of the City.
- Prepare the annual operating and capital budgets.
- Ensure the City Clerk prepares the Council agendas.
- Draw and signs vouchers as provided by ordinance.
- Provide administrative services to support the Council.
- Keep the Council advised as to the financial condition of the City.
- Provide reports to the Council on the finances and administrative services of the City.
- Perform other duties as outlined in the Charter or requested by the Council.

Mission

To implement the policies and direction of the City Council, serve the residents of the community by fulfilling duties as the legislative body directs through developing policies designed to successfully perform municipal functions and render other municipal services.

Major Challenges

- Planning for sufficient space or alternate means to provide City services.
- Final implementation of the Building Department software allowing the electronic submission, approval and inspections reporting of the Building Department.
- Maintaining the proper level of service while minimizing the overall cost for services.
- Review and updating of the City's Land Development regulations to correct unforeseen conflicts.
- Planning for future growth of needed services and to ensuring sufficient revenues are available.
- Maintaining intergovernmental cooperation with other agencies surrounding and impacting the City.
- Working with the developers and other third parties to ensure that the integrity of the original vision of the City is maintained.

Current Year Highlights

- Coordinated with PR firm on accomplishing the first annual Fourth Fest for the City.
- Successful transition of the City Council from the initial council to a totally elected resident council.
- Held monthly "Coffee with the Manager and Mayor" on-line discussions with the residents.
- Ensured that development complied with the comprehensive master plan and current LDRs.
- Continued to implement and update the GIS program for all facilities located within the City.
- Made significant progress toward implementation of a building department software system.
- Implemented additional social media outreach to the residents through the Clerk's office.

City of Westlake Fiscal Year 2023 Budget

General Fund – City Manager Department

Next Year Goals

- Continue monthly “Coffee with the Manager and Mayor” to keep residents informed of what is happening within the City.
- Continue to work on facilities planning (Council Chambers, Park etc.).
- Review and update LDR’s as necessary to minimize or eliminate conflicts.
- Complete codification of the LDR ordinances in Municode.
- Review new commercial and residential plats as submitted for future development and ensure that conflicts with developers and the Seminole Improvement District are minimized.
- Review and draft contracts for additional services as needed.
- Continue to improve community outreach through the appropriate combination of meetings and media
- Continue to improve the City website and ensure compliance with applicable ADA requirements.

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./ (Decr.) Over Budget	% Budget Incr./ (Decr.)
Operating Expenses								
Contracts - City Manager	\$ 251,882	\$ 179,700	\$ 251,900	\$ 207,404	\$ 44,496	\$ 213,600	\$ (38,300)	-15.2%
Office Supplies	14,851	12,291	14,900	6,851	8,049	14,900	-	0.0%
Dues, Licenses, Subscriptions	5,032	3,677	3,900	2,815	1,085	2,700	(1,200)	-30.8%
Total Operating Expenses	\$ 271,765	\$ 195,668	\$ 270,700	\$ 217,070	\$ 53,630	\$ 231,200	\$ (39,500)	-14.6%
Capital Expenses								
Capital Outlay	-	5,164	50,000	8,161	41,839	50,000	-	0.0%
Total Capital Expenses	\$ -	\$ 5,164	\$ 50,000	\$ 8,161	\$ 41,839	\$ 50,000	\$ -	0.0%
Total City Manager	\$ 271,765	\$ 200,832	\$ 320,700	\$ 225,231	\$ 95,469	\$ 281,200	\$ (39,500)	-12.3%

City of Westlake Fiscal Year 2023 Budget

General Fund – City Clerk Department

Summary

The City Clerk position is part of the master contract with Inframark to provide management services to the City. The contract is a fee for services based upon the scope and level of work required. The City Clerk reports to the City Manager and serves as a liaison between the City Council, staff, the public, other local governing bodies, and governmental agencies at various levels. The City Clerk's office serves as the official record keeper by maintaining, preserving, and recording official actions, documents, and by maintaining the legislative history of the City, and it renders unbiased and impartial service to all residents. The Clerk's office is the local supervisor of elections for the City. The City Clerk ensures the order, accessibility, and transparency of records. The administration of the City's website and other social media is included in the Clerks duties.

Mission

To establish confidence and trust in municipal government while providing efficient, effective, and transparent public service to the Council, departments, and citizens of Westlake, and to safeguard accurate records of municipal activities in accordance with applicable federal, state, and local laws. The City Clerk shall:

- Prepare and publish meeting notices, including legally required advertisements, and prepare and distribute agenda packets in advance of regular, special, workshop meetings and public hearings.
- Provide clerical support to the Council.
- Draft and publish meeting notices, and prepare and distribute agenda packets in advance of Board Meetings.
- Coordinate recruitment of Advisory Board applicants.
- Maintain the City's official records, provide information and records to the public and staff, maintain data related to legislative history, and update the City Charter and City Code.
- Coordinate and manage municipal elections and serve as the filing clerk.
- Draft and disseminate public information notices through various modes of communication.
- Oversee website updates, site navigation, and ensure accessibility and accuracy of documents.

Current Year Highlights

- Added an Administrative Assistant III position.
- Continued to improve resident communications by creating an additional social media platform, and implemented an archiving platform to maintain compliance with public records law.
- Continued to expand various website features for resident communications and transparency.
- Underwent efforts to begin codification.

City of Westlake Fiscal Year 2023 Budget

General Fund – City Clerk Department

- Continued to modify and oversee systems for public meeting notification, publication, virtual meeting broadcasting, and sustained civic engagement.
- Continued to develop operating procedures and a manual for the Clerk’s department.
- Established various electronic city processes.

Next Year Goals

- Continue to enhance and promote accessibility and to ensure services are provided in an open and transparent manner.
- Continue to maintain and seek strong cooperative partnerships, relationships, and opportunities to improve services, and to meet the changing needs of the community, including the rapidly increasing size and diversity of its population.
- Continue to develop records management policies and procedures in accordance with State guidelines.
- Review and streamline election processes in anticipation of 2024 election.
- Continue to prepare for codification, ensuring accurate information is available and organized for dissemination.
- Continue to redevelop website for improved user experience.
- Maintain business licensing processes.
- Continue to pursue municipal clerk education opportunities.
- Maintain relationships with local and state municipal clerk associations.
- Evaluate, digitize, and dispose of records per Florida Statute.
- Continue to expand the range of digital information technology governance and best practices using the records management platform Docuware.

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr.(Decr.) Over Budget	% Budget Incr./.(Decr.)
Operating Expenses								
Website Support	\$ 14,641	\$ 10,600	\$ 10,600	\$ 8,267	\$ 2,333	\$ 8,200	\$ (2,400)	-22.6%
Contracts-City Clerk	123,764	125,100	206,000	206,000	-	212,200	6,200	3.0%
Postage and Freight	866	1,480	1,000	1,046	(46)	1,500	500	50.0%
Printing	7,047	2,423	19,400	3,491	15,909	14,800	(4,600)	-23.7%
Advertising	31,177	23,214	31,200	16,745	14,455	31,200	-	0.0%
Office Supplies	-	1,117	-	-	-	1,100	1,100	NA
Miscellaneous Services	1,094	1,311	-	-	-	1,300	1,300	NA
Dues, Licenses, Subscriptions	-	10,241	10,000	15,505	(5,505)	15,500	5,500	55.0%
Total City Clerk	\$ 178,589	\$ 175,486	\$ 278,200	\$ 251,054	\$ 27,146	\$ 285,800	\$ 7,600	2.7%

City of Westlake Fiscal Year 2023 Budget

General Fund – City Attorney

Summary

The City Attorney is a designated charter officer appointed by a majority vote of the City Council and serves at its pleasure. The Legal Department provides legal support and advice to the City Council, City Manager, Department Directors, and advisory boards on all legal matters affecting or involving the City. The Legal Department is a contracted service.

Mission

To provide efficient, effective, and competent legal advice to the City Council, the City Manager and all departments on legal matters and their impacts on the City of Westlake, including legislative and statutory changes. The City Attorney works with the City Manager drafting policies as requested by the City Council. The City Attorney provides services as outlined in the City Charter.

Current Year Highlights

- Worked with the City Manager, Planning & Zoning and Engineering in drafting of and revising the current Land Development Regulations.
- Reviewed and approved the plat language and bonds on new plats for development.
- Reviewed mortgage documents for housing assistance awarded this year.
- Monitored the legislature for potential impacts on the City.
- Advised City Council on plats and LDRs.

Next Year Goals

- Work with the City Manager and staff in reviewing and updating the City’s Land Development regulations.
- Continue to provide legal review for the Housing Assistance program to the City Manager and staff.
- Review plat language for consistency with the City’s interests.
- Provide legal advice and reviews as needed and directed by the City Council.

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./ (Decr.) Over Budget	% Budget Incr./ (Decr.)
Operating Expenditures								
ProfServ-Legal Services	\$ 414,079	\$ 74,050	\$ 275,000	\$ 85,403	\$ 189,597	\$ 85,400	\$ (189,600)	-68.9%
ProfServ-Other Legal Charges	-	220,509	-	-	-	-	-	NA
Miscellaneous Services	199	180	-	-	-	-	-	NA
Outside Legal Services	23,970	-	-	-	-	-	-	NA
Miscellaneous Expenses	-	5,891	-	-	-	-	-	NA
Total City Attorney	\$ 438,248	\$ 300,630	\$ 275,000	\$ 85,403	\$ 189,597	\$ 85,400	\$ (189,600)	-68.9%

City of Westlake Fiscal Year 2023 Budget

General Fund – Community Services Department

Summary

The Community Services department consists of solid waste collection, law enforcement, electricity and community service functions.

Solid Waste Collection – Costs related to the collection and disposal of resident solid waste are accounted for in the Community Service Department

Law Enforcement - The current contract with the Palm Beach County Sheriff’s department calls for one 24/7 deputy. To accomplish this coverage, five deputies are required. The contract includes dedicated officers, vehicles, and dispatch. The contract also includes the supervisory personnel, K-9, detectives, crime lab, SWAT, and other resource necessary for the safety of the residents.

Electricity – Expenditures for roadway lighting and traffic control are accounted for in the Community Service Department.

Community Service – Expenditures for personnel performing community-wide maintenance are accounted for in the Community Service Department, along with the cost to purchase trash collection bins and other necessary maintenance supplies.

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Operating Expenditures								
Contracts-Solid Waste	\$ 51,350	\$ 284,615	\$ 248,600	\$ 459,582	\$ (210,982)	\$ 578,500	\$ 329,900	132.7%
Contracts-Sheriff	650,451	651,060	656,500	650,003	6,497	954,900	298,400	45.5%
Electricity-Streetlighting	47,255	109,257	98,600	112,372	(13,772)	134,800	36,200	36.7%
R&M-Community Service	26,700	26,700	27,500	27,499	1.00	28,300	800	2.9%
Operating Supplies	6,121	52,974	6,100	30,815	(24,715)	30,800	24,700	404.9%
Roadway Services	-	-	-	-	-	22,400	22,400	NA
Total Community Services	\$ 781,877	\$ 1,124,606	\$ 1,037,300	\$ 1,280,271	\$ (242,971)	\$ 1,749,700	\$ 712,400	68.7%

**City of Westlake
Fiscal Year 2023 Budget**

General Fund – Other Departments

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Finance								
Auditing Services	\$ 5,250	\$ 5,250	\$ 5,300	\$ 5,250	\$ 50	\$ 5,300	\$ -	0.0%
Contracts - Finance	91,769	78,300	95,500	80,668	14,832	83,100	(12,400)	-13.0%
Total Finance	\$ 97,019	\$ 83,550	\$ 100,800	\$ 85,918	\$ 14,882	\$ 88,400	\$ (12,400)	-12.3%
Comprehensive Planning								
Engineering	\$ 352,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Planning & Zoning	240,146	-	-	-	-	-	-	NA
Building	999,480	-	-	-	-	-	-	NA
Total Comprehensive Planning	\$ 1,592,191	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Other Administrative Services								
ProfServ-Information Technology	\$ 164,744	\$ 163,295	\$ 195,100	\$ 201,985	\$ (6,885)	\$ 202,000	\$ 6,900	3.5%
ProfServ-Compliance Service	-	-	25,000	-	25,000	-	(25,000)	-100.0%
ProfServ-Consultants	9,625	-	-	-	-	-	-	NA
Contracts-Admin. Service	156,997	89,004	257,000	203,111	53,889	280,900	23,900	9.3%
Misc-Assessmnt Collection Cost	-	-	2,300	493	1,807	3,600	1,300	56.5%
Misc-Public Relations	1,244	12,000	75,000	28,920	46,080	60,000	(15,000)	-20.0%
General Government	278	39,719	90,000	67,397	22,603	90,000	-	0.0%
Emergency Comm. Program	-	-	25,000	-	25,000	-	(25,000)	-100.0%
Total Other Administrative Services	\$ 332,888	\$ 304,018	\$ 669,400	\$ 501,905	\$ 167,495	\$ 636,500	\$ (32,900)	-4.9%
Facility Services								
Telephone, Cable and Internet Service	\$ 19,104	\$ 14,382	\$ 13,200	\$ 15,006	\$ (1,806)	\$ 15,900	\$ 2,700	20.5%
Lease - Building	500	500	86,700	500	86,200	86,700	-	0.0%
Lease-Copier	52,207	15,984	16,000	13,211	2,789	32,600	16,600	103.8%
Insurance(Liab,Auto,Property)	3,620	4,088	4,500	5,745	(1,245)	6,900	2,400	53.3%
Miscellaneous Services	-	1,229	1,200	1,654	(454)	1,700	500	41.7%
Cleaning Services	36,497	31,481	36,500	24,162	12,338	24,200	(12,300)	-33.7%
Principal-Capital Lease Payments	6,848	7,629	8,500	8,500	-	9,500	1,000	11.8%
Interest-Capital Lease Payments	3,366	2,585	1,700	1,700	-	700	(1,000)	-58.8%
Total Facility Services	\$ 122,142	\$ 77,878	\$ 168,300	\$ 70,478	\$ 97,822	\$ 178,200	\$ 9,900	5.9%
Contingency	\$ 22,491	\$ 10,051	\$ 151,400	\$ 23,264	\$ 128,136	\$ 178,800	\$ 27,400	18.1%
Reserves								
1st Quarter Operating	\$ -	\$ -	\$ 264,900	\$ -	\$ 264,900	\$ 938,700	\$ 673,800	254.4%
Building	-	-	200,000	-	200,000	200,000	-	0.0%
Total Reserves	\$ -	\$ -	\$ 464,900	\$ -	\$ 464,900	\$ 1,138,700	\$ 673,800	144.9%
Total Other Departments	\$ 574,540	\$ 475,497	\$ 1,554,800	\$ 681,564	\$ 873,236	\$ 2,220,600	\$ 665,800	42.8%

**City of Westlake
Fiscal Year 2023 Budget**

Special Revenue Fund Summary

Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
<u>FUNDING</u>						
Revenue	\$ 2,712,200	\$ 3,668,789	\$ 956,589	\$ 2,955,700	\$ 243,500	9.0%
Addition to Fund Balance	-	(1,324,593)	(1,324,593)	-	-	NA
Total Funding	\$ 2,712,200	\$ 2,344,196	\$ (368,004)	\$ 2,955,700	\$ 243,500	9.0%
<u>EXPENDITURES</u>						
Expense	2,712,200	2,344,196	(368,004)	2,955,700	243,500	9.0%
Total Expenditures	\$ 2,712,200	\$ 2,344,196	\$ 368,004	\$ 2,955,700	\$ 243,500	9.0%

**City of Westlake
Fiscal Year 2023 Budget**

Special Revenue Fund Detail-Comprehensive Planning Services

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Revenue								
Building Permits	\$ -	\$ 2,768,424	\$ 1,561,100	\$ 1,794,985	\$ 233,885	\$ 1,820,900	\$ 259,800	16.6%
Reinspection Fees	-	58,850	24,600	3,060	(21,540)	-	(24,600)	-100.0%
Building Permits-Surcharge	-	25,718	3,500	6,475	2,975	16,700	13,200	377.1%
Other Building Permit Fees	-	86,700	30,000	77,352	47,352	30,000	-	0.0%
Building Permits-Admin Fee	-	168,254	87,900	139,424	51,524	109,100	21,200	24.1%
Engineering Permits	-	625,959	374,600	445,340	70,740	374,600	-	0.0%
Planning/Zoning Permits	-	107,562	301,700	275,520	(26,180)	299,600	(2,100)	-0.7%
Developer Contributions	-	-	25,000	-	(25,000)	-	(25,000)	-100.0%
Total Revenue	\$ -	\$ 3,841,467	\$ 2,408,400	\$ 2,742,157	\$ 333,757	\$ 2,650,900	\$ 242,500	10.1%
Expenditures								
ProfServ-Engineering	\$ -	\$ 308,531	\$ 352,600	\$ 322,228	\$ 30,372	\$ 352,600	\$ -	0.0%
ProfServ-Information Technology	-	32,221	170,900	106,018	64,882	170,900	-	0.0%
ProfServ-Legal Services	-	118,666	-	64,114	(64,114)	118,700	118,700	NA
ProfServ-Planning/Zoning Board	-	299,575	301,700	275,520	26,180	299,600	(2,100)	-0.7%
ProfServ-Compliance Service	-	-	-	-	-	100,000	100,000	NA
ProfServ-Consultants	-	4,325	22,000	-	22,000	22,000	-	0.0%
ProfServ-Building Permits	-	1,302,980	1,258,200	1,395,685	(137,485)	1,395,700	137,500	10.9%
Outside Legal Services	-	1,775	-	875	(875)	1,800	1,800	NA
Postage and Freight	-	19	-	-	-	-	-	NA
Telephone, Cable and Internet Service	-	1,140	1,100	4,747	(3,647)	4,700	3,600	327.3%
Lease - Building	-	-	43,400	-	43,400	43,400	-	0.0%
Lease - Copier	-	5,067	5,100	5,534	(434)	5,800	700	13.7%
Printing	-	2,165	1,800	240	1,560	2,200	400	22.2%
Miscellaneous Services	-	1,243	-	1,308	(1,308)	-	-	NA
Administration Fee	-	109,920	224,400	113,218	111,182	113,200	(111,200)	-49.6%
Office Supplies	-	2,218	2,200	4,458	(2,258)	4,500	2,300	104.5%
Cleaning Services	-	-	-	15,840	(15,840)	15,800	15,800	NA
Capital Improvements	-	-	25,000	-	25,000	-	(25,000)	-100.0%
Total Expenditures	\$ -	\$ 2,189,845	\$ 2,408,400	\$ 2,309,784	\$ 98,616	\$ 2,650,900	\$ 242,500	10.1%
Change in Fund Balance	-	1,651,622	-	432,373	(432,373)	-	-	NA
Beginning Fund Balance	-	-	1,651,622	1,651,622	-	2,083,995	432,373	26.2%
Ending Fund Balance	\$ -	\$ 1,651,622	1,651,622	2,083,995	(432,373)	2,083,995	432,373	26.2%

**City of Westlake
Fiscal Year 2023 Budget**

Special Revenue Fund Detail-Housing Assistance

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./ (Decr.)
Revenue								
Interest-Investments	\$ 6,775	\$ 3,703	\$ 3,800	\$ 4,792	\$ 992	\$ 4,800	\$ 1,000	26.3%
Donations	736,863	1,173,722	300,000	921,828	621,828	300,000	-	0.0%
Total Revenue	\$ 743,638	\$ 1,177,425	\$ 303,800	\$ 926,620	\$ 622,820	\$ 304,800	\$ 1,000	0.3%
Expenditures								
Assistance Program	10,550	23,425	282,800	21,425	261,375	283,800	1,000	0.4%
Administration Fee	-	17,649	21,000	12,987	8,013	21,000	-	0.0%
Total Expenditures	\$ 10,550	\$ 41,074	\$ 303,800	\$ 34,412	\$ 269,388	\$ 304,800	\$ 1,000	0.3%
Other Financing Sources (Uses)								
Interest Income	-	-	-	12	(12)	-	-	NA
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ 12	\$ (12)	\$ -	\$ -	NA
Change in Fund Balance	\$ 733,088	\$ 1,136,351	\$ -	\$ 892,220	\$ (892,232)	\$ -	\$ -	NA
Beginning Fund Balance	\$ 690,372	\$ 1,423,460	\$ 2,559,811	\$ 2,559,811	\$ -	\$ 3,452,031	\$ 892,220	34.9%
Ending Fund Balance	\$ 1,423,460	\$ 2,559,811	\$ 2,559,811	\$ 3,452,031	\$ (892,220)	\$ 3,452,031	\$ 892,220	34.9%



Meeting Agenda Item Coversheet

TRESOLUTIONNB

MEETING DATE:		9/6/2022	Submitted By: Finance		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		RESOLUTION 2022-23 - Adoption of Tentative Budget for Fiscal Year 2023			
STAFF RECOMMENDATION: (MOTION READY)		Approve Tentative Budget			
SUMMARY and/or JUSTIFICATION:		Summary and Detailed Anticipated Revenues and Budgeted Expenditures for Westlake General Fund, Housing Assistance Fund and Comprehensive Planning Fund for Fiscal Year 2023			
SELECT, if applicable		AGREEMENT:		BUDGET:	X
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Resolution 2022-23 Tentative Budget for Fiscal Year 2023			
SELECT, if applicable		RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>		A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$	

RESOLUTION 2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with applicable provision of the law, the City of Westlake has prepared a tentative budget for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023, and determined the amount of available funds on hand, the estimated revenues, and appropriated amounts for the support of various operations of the City for the fiscal period; and

WHEREAS, a “Notice of Proposed Tax Increase” advising the public that the public hearing on the proposed millage rate and the tentative budget would be held on September 6, 2022, at 6:00 pm, has been mailed as required by Florida Statute 200.065; and

WHEREAS, said public hearing has been held as stated above and comments from the public concerning said proposed millage rates and tentative budget have been heard and considered; and

WHEREAS, as set forth during the tentative budget hearing the City Council acknowledges that said tentative budgets reflect the following revenue and expenditure estimates for the fiscal year beginning on October 1, 2022 and ending September 30, 2023 for all funds total \$7,899,000; and

WHEREAS, it is the desire of the City Council for the City of Westlake, to adopt a tentative budget for the fiscal year beginning October 1, 2022 and ending on September 30, 2023;

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

SECTION 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the City Council. All exhibits attached hereto are hereby incorporated herein.

- SECTION 2. The tentative budget advertisement in conformance with Florida Statute 200.065 shall be published in one issue of a newspaper published in Palm Beach County, Florida, and at the same time the public will be notified of a public hearing to be held on the 19th day of September, 2022 at 6 p.m. for the purpose of hearing objections or criticisms of the tentative budget and millage. This meeting is for the purpose of setting a Final Tax Levy and Final Budget.
- SECTION 3. There is hereby approved the tentative budget for the City of Westlake, Florida, as reflected in Exhibit "A", which is attached hereto and made a part hereof, for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023.
- SECTION 4. There is hereby appropriated for all the funds of the City of Westlake, Florida, the sum of \$7,899,000 as the appropriation for the fiscal year, October 1, 2022 through September 30, 2023.
- SECTION 5. That the approved tentative operation budget for Fiscal Year 2023 established limitations on expenditures/expenses by fund total. Said limitation meaning that the total sum allocated to each fund for total expenditures/expenses may not be increased without specific authorization by a duly enacted resolution effecting such amendment or transfer.
- SECTION 6. That during the course of Fiscal Year 2023 the City Council may authorize transfers of budgeted amounts from one fund or project to another fund or project, or other amendments to the budget by resolution, in accordance with laws of this state and the City Charter.
- SECTION 7. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millage of prior years are hereby specifically appropriated for the use in the individual funds where originally recorded.
- SECTION 8. All delinquent special assessments collected during the ensuing Fiscal Year are hereby specifically appropriated for the use of the fund for which they were originally assessed.
- SECTION 9. Any appropriated free balance remaining at the end of the Fiscal Year 2022 shall be included in the fund balance for 2023 in the fund where it was originally appropriated.
- SECTION 10. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 11. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. This Resolution shall become effective upon its passage and adoption.

PASSED AND APPROVED BY the City Council for the City of Westlake, Florida, this 6th day of September 2022.

City of Westlake
John Paul O'Connor, Mayor

Zoie P. Burgess, City Clerk

Approved as to Legal Form and Sufficiency:

Office of City Attorney

File Attachments for Item:

A. Proclamation - Patriot's Day 2022

Sponsored By: Vice Mayor Greg Langowski

Proclamation

A DAY OF REMEMBRANCE OF THE LIVES LOST, AND THOSE WHO MAKE THE ULTIMATE SACRIFICE IN THE YEARS THAT FOLLOW TO PROTECT AND SERVE.

CITY OF WESTLAKE, FLORIDA

WHEREAS, twenty-one years ago on September 11, 2001, America was suddenly and brutally attacked by terrorists and thousands of innocent Americans were killed and injured as a result of these attacks, including the passengers and crew of four aircraft, workers in the World Trade Center and in the Pentagon, rescue workers and bystanders; and

WHEREAS, in the spirit that moved rescue workers and firefighters to charge into darkness and danger that September morning, our Nation was united to stand strong and show its resilience in the face of tragedy. The enemy attempted to tear at the fabric of our society by destroying our buildings and murdering our innocent, but our strength did not and will not waiver; and

WHEREAS, on this anniversary, all citizens of Westlake are urged to observe a moment of silence to honor those who were lost as a result of these attacks and are encouraged to thank our Nation's incredible service members and first responders, many of whom are on the front lines of our fight against terrorism. We will always remember the sacrifices made in defense of our people, our country and our freedom;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, DOES
HEREBY PROCLAIM SEPTEMBER 11, 2022, AS A,**

DAY OF REMEMBRANCE

to honor those no longer with us, to give thanks to our first responders for all they have done and continue to do and to rededicate ourselves to the ideals that define our country and unite us as one.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 6th day of September 2022.

JohnPaul O'Connor, Mayor

ATTEST:

Zoie P. Burgess, CMC City Clerk

File Attachments for Item:

B. Proclamation - Recognition and Remembrance of the Drafting of the Constitution.

Sponsored By: Administration

Proclamation

A DAY OF RECOGNITION AND REMEMBRANCE OF THE DRAFTING OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA CITY OF WESTLAKE, FLORIDA

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, JohnPaul O'Connor by virtue of the authority vested in me as Mayor of the City of Westlake do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 6th day of September 2022.

JohnPaul O'Connor, Mayor

ATTEST:

Zoie P. Burgess, CMC City Clerk

File Attachments for Item:

A. SECOND READING: ORDINANCE 2022-08 – Non-Conforming Lots, Uses, and Structures.

Submitted By: Planning & Zoning

ORDINANCE 2022-08

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING SECTION _____ ENTITLED “NON-CONFORMING LOTS, USES, AND STRUCTURES”; PROVIDING FOR REGULATIONS FOR LOTS, USES, AND STRUCTURES LAWFULLY EXISTING AT THE TIME OF AN AMENDMENT TO THE CITY’S CODE OF ORDINANCES AND THEREAFTER DEEMED NON-CONFORMING; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		September 6, 2022	Submitted By: Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		SECOND READING: Ordinance 2022-08 – Non-Conforming Lots, Uses, and Structures.		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve second reading of Ordinance 2022-08 “Non-Conforming Lots, Uses, and Structures”		
SUMMARY and/or JUSTIFICATION:		This Ordinance establishes provisions for regulations for lots, uses, and structures lawfully existing at the time of an amendment to the city’s code of ordinances and thereafter deemed non-conforming.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Exhibit A: Ordinance 2022-08: Non-Conforming Lots, Uses, and Structures.		
SELECT, if applicable	RESOLUTION:		ORDINANCE:	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field’s textbox and leave blank)</i> <u>Please keep text indented.</u>		<p style="text-align: center;">ORDINANCE NO. 2022-08</p> <p>AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING SECTION _____ ENTITLED “NON-CONFORMING LOTS, USES, AND STRUCTURES”; PROVIDING FOR REGULATIONS FOR LOTS, USES, AND STRUCTURES LAWFULLY EXISTING AT THE TIME OF AN AMENDMENT TO THE CITY’S CODE OF ORDINANCES AND THEREAFTER DEEMED NON-CONFORMING; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</p>		
FISCAL IMPACT (if any):		No Fiscal Impact		\$0

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING SECTION _____ ENTITLED "NON-CONFORMING LOTS, USES, AND STRUCTURES"; PROVIDING FOR REGULATIONS FOR LOTS, USES, AND STRUCTURES LAWFULLY EXISTING AT THE TIME OF AN AMENDMENT TO THE CITY'S CODE OF ORDINANCES AND THEREAFTER DEEMED NON-CONFORMING; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Westlake finds the need for additional regulations allowing non-conforming uses for property owners to maximize utilization of their property and to provide for the adequate health, safety, and welfare of the City; and

WHEREAS, the City Council of the City of Westlake deems it in the best interest of the City to amend the Code of Ordinances by creating Section ____ entitled "Non-Conforming Lots, Uses, and Structures" to allow certain lots, uses, and structures to continue to exist in conformance with the provisions herein; and

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

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

SECTION 2. The City Council hereby creates Section _____ of the City's Code of Ordinances as follows:

Non-Conforming Lots, Uses, and Structures.

1. Intent: Currently within the City or by virtue of amendments to this Code of Ordinances that may be later adopted, there may exist:

a. Lots;

b. Structures;

c. Uses of Land and Structures.

Non-Conforming uses are declared by this Ordinance to be incompatible with permitted uses in the zoning districts involved. A Non-conforming use of a structure, a Non-conforming use of land, or a Non-conforming use of a structure and land in combination shall not be extended or enlarged after passage of this Ordinance.

1 2. Non-Conforming Single Family Lots of Record: Any lot or parcel, of record prior to
2 adoption of an amendment to the City's Code of Ordinances, that does not thereafter meet
3 the requirements of the City's Code for lot area or lot width, may nevertheless be utilized
4 for single-family residence purposes only, provided that the lot area and lot width are
5 within two-thirds of that required by the terms of the regulations.

6 3. Non-conforming Structures: Where a lawful structure exists at the effective date of
7 adoption or amendment to the City's Code by reason of restrictions on area, lot coverage,
8 height, yards, its location on the lot, or other requirements concerning the structure, such
9 structure may be continued so long as it remains otherwise lawful, subject to the
10 following provisions:

11 a. No such non-conforming structure may be enlarged or altered in any way which
12 increases its non-conformity, but any structure or portion hereof may be altered
13 to decrease its non-conformity.

14 b. Should such non-conforming structure be destroyed by any means to an extent
15 of more than fifty (50) percent of its replacement cost at the time of destruction,
16 it shall not be reconstructed except in conformity with the provisions of the
17 current City's Code of Ordinances.

18 c. Should any such structure be moved for any reason for any distance, it shall
19 thereafter conform to the regulations for the zoning district in which it is located
20 after it is moved.

21 4. Non-Conforming Use of Structures or of Structures and Premises in Combination: If
22 lawful use involving individual structures, or of structures and premises in combination,
23 exists at the effective date of an amendment to the City's Code of Ordinances, that would
24 not thereafter be allowed in the zoning district under the terms of the City's Code, the
25 non-conforming use may be continued so long as it remain subject to the following
26 provisions:

27 a. No existing structure devoted to a use not permitted in the zoning district in
28 which it is located shall be enlarged, extended, constructed, reconstructed,
29 moved, or structurally altered except in changing the use of the structure to
30 a use permitted in the zoning district in which it is located, except that the City
31 Council shall have the discretion to allow reasonable alterations for the purpose
32 of allowing the non-conforming use to modernize or redesign when it is deemed
33 that such changes are in the interest of the City's health, morals, safety and/or
34 welfare.

35 b. Any structure, or structure and land in combination, in or on which a non-
36 conforming use is superseded by a permitted use, shall thereafter conform to the
37 regulations for the zoning district, and the non-conforming use may not
38 thereafter be resumed.

1 c. When a non-conforming use of a structure, or a structure and premises in
2 combination, is discontinued or abandoned for one hundred eighty (180)
3 calendar days from the time at which the license for said use expires (except
4 when governmental action impedes access to the premises), the structure, or
5 structure and premises in combination, shall not thereafter be used except in
6 conformity with the regulations of the zoning district in which it is located.

7 d. Where non-conforming use status applies to a structure and premises in
8 combination, removal or destruction of the structure shall eliminate the non-
9 conforming status of the land. Destruction for the purpose of this sub-section is
10 defined as damage to an extent of more than fifty (50) percent of the replacement
11 cost at the time of the destruction.

12 e. If a non-conforming structure or portion of a structure containing a non-
13 conforming use becomes physically unsafe or unlawful due to lack of repairs and
14 maintenance, and is declared by any duly authorized official to be unsafe or
15 unlawful by reason of physical condition, it shall not thereafter be restored,
16 repaired, or rebuilt except in conformity with the regulations of the zoning
17 district in which it is located.

18 **SECTION 3. Codification.** It is the intention of the City Council of the City of
19 Westlake that the provisions of this Ordinance shall become and be made a part of the Code
20 of Ordinances of the City of Westlake, Florida, and that the Sections of this Ordinance may
21 be renumbered, re-lettered and the word "Ordinance" may be changed to "Section,"
22 "Article" or such other word or phrase in order to accomplish such intention.

23
24 **SECTION 4. Conflicts.** All ordinances or parts of ordinances, resolutions or
25 parts of resolutions which are in conflict herewith, are hereby repealed to the extent of
26 such conflict.

27
28 **SECTION 5. Severability.** Should the provisions of this ordinance be declared to be
29 severable and if any section, sentence, clause or phrase of this ordinance shall for any
30 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
31 of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall
32 remain in effect, it being the legislative intent that this ordinance shall remain
33 notwithstanding the invalidity of any part.

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SECTION 6. Effective Date. This ordinance shall be effective upon adoption on second reading.

PASSED this ____ day of _____, 2022, on first reading.

PUBLISHED on this ____ day of _____, 2022 in the Palm Beach Post.

PASSED AND ADOPTED this ____ day of _____, 2022, on second reading.

City of Westlake
John Paul O'Connor, Mayor

ATTEST:

Zoie Burgess, City Clerk

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

File Attachments for Item:

B. SECOND READING: Ordinance 2022-09 – Granting Florida Public Utilities a Non-Exclusive Franchise

Submitted By: Administration

ORDINANCE 2022-09

AN ORDINANCE GRANTING TO FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF 30 YEARS TO SELL, DISTRIBUTE, TRANSPORT, AND TRANSMIT NATURAL, MANUFACTURED, OR MIXED GAS IN THE CITY OF WESTLAKE, FLORIDA; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE UPON FINAL PASSAGE.



Meeting Agenda Item Coversheet

MEETING DATE:		September 6, 2022	Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		SECOND READING: Ordinance 2022-09 – Granting Florida Public Utilities a Non-Exclusive Franchise		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve on Second Reading Ordinance 2022-09 - Granting Florida Public Utilities a Non-Exclusive Franchise		
SUMMARY and/or JUSTIFICATION:		<p>At the July 5, 2022, Council meeting, Council approved the Tri-Party Grant Agreement for Florida Public Utilities. To fully approve the Agreement, Council must enact Ordinance 2022-09 granting to Florida Public Utilities a non-exclusive franchise.</p> <p>Council approved for first reading at the August 2, 2022, Council meeting and is now before you for second and final reading.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Ordinance 2022-09 Seminole Improvement District Resolution 2022-24 Tri-Party Grant Agreement			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	<p style="text-align: center;">ORDINANCE 2022-09</p> <p>AN ORDINANCE GRANTING TO FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF 30 YEARS TO SELL, DISTRIBUTE, TRANSPORT, AND TRANSMIT NATURAL, MANUFACTURED, OR MIXED GAS IN THE CITY OF WESTLAKE, FLORIDA; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE UPON FINAL PASSAGE.</p>			
FISCAL IMPACT (if any):				\$

ORDINANCE NO. 2022-09

AN ORDINANCE GRANTING TO FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF 30 YEARS TO SELL, DISTRIBUTE, TRANSPORT, AND TRANSMIT NATURAL, MANUFACTURED, OR MIXED GAS IN THE CITY OF WESTLAKE, FLORIDA; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE UPON FINAL PASSAGE.

WHEREAS, Florida Public Utilities Company (the “Company”) has requested permission from the City of Westlake (“City”) to erect, construct, operate, and maintain a gas system; to import, transport, sell and distribute Gas (as defined herein) within the City; and for these purposes to establish the used or useful facilities and equipment and to lay and maintain gas mains, service pipes, and any other appurtenances, as are used or useful in the sale, transportation and distribution of Gas within the City Limits; and

WHEREAS, the City and the Company acknowledge that the rights-of-way and utility easements within the City are under the jurisdiction of Seminole Improvement District and the Company will obtain permits to construct, operate and occupy a portion of the rights-of-way and utility easements with its jurisdiction as provided in that certain Tri-Party Grant Agreement among the City, the Seminole Improvement District and Florida Public Utilities Related to Permitting of Facilities Per City Franchise Agreement (the “Tri-Party Agreement”), attached hereto as Exhibit “A”; and

WHEREAS, the rights-of-way, property, and utility easements owned by, or dedicated to, Seminole Improvement District to be used by the Company are properties acquired and maintained by the Seminole Improvement District at expense to the property owners within the City Limits, and the right to use Seminole Improvement District’s rights-of-way, property, or utility easements is a property right without which the Company would be required to invest capital and incur property acquisition costs; and

WHEREAS, the City desires to ensure that the rights-of-way, property, and utility easements used by the Company are promptly restored to a safe and secure condition to protect the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, state statutes and City ordinances authorize the City to grant a franchise for the purposes set forth herein; and

WHEREAS, the City finds that it is in the public interest of its citizens to enter into this Franchise Agreement as defined herein, with the Company.

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

1. **Definitions.** For the purposes of this Franchise Agreement as defined herein, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.
 - A. “Business Day” means a day other than a Saturday or Sunday or a day which is observed as a Federal holiday.
 - B. “City” shall mean the City of Westlake, Florida, a municipal corporation organized under the laws of the State of Florida.
 - C. “City Clerk” means the Person appointed, hired or otherwise designated or charged by the City to accept, organize, maintain and/or keep records of the City.
 - D. “City Engineer” means the Person appointed, hired or otherwise designated or charged by the City to perform professional and technical engineering duties for the City which may include, by example, performing supervisory and administrative duties in planning and coordinating the operation of engineering services on behalf of the City.
 - E. “City Limits” shall mean the incorporated limits of the City, including any such territory as may be hereafter added or annexed to, or consolidated with, the City.
 - F. “City Manager” means the Person appointed, hired or otherwise designated or charged by the City to implement municipal policy and/or otherwise serve as the administrator for the City in connection with day-to-day functions, or, in the absence of such individual, the local governing body.
 - G. “Commission” shall mean the Florida Public Service Commission.
 - H. “Company” shall mean Florida Public Utilities Company, a Florida corporation, its successors, and assigns.
 - I. “Customer” shall mean any Person supplied with Gas service by the Company within the City Limits.
 - J. “Distribution System” shall mean any and all transmission pipe lines, main pipe lines, and service pipe lines, together with all necessary and desirable appurtenances, including, but not limited to, all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures, as are used or useful in the sale, importation, distribution, transportation, and transmission of Gas within the City Limits.

- K. “Effective Date” shall mean the date this Franchise Agreement becomes effective as described in Section 3 below.
- L. “Expenses” means court costs, including taxed and untaxed costs, and reasonable attorneys’ fees, whether suit be brought or not, and includes, without limitation, expenses incurred in any appellate or bankruptcy proceeding (including reasonable legal and investigative expenses).
- M. “Franchise” or “Franchise Agreement” shall mean this ordinance as adopted by the City and accepted by the Company.
- N. “Franchise Fee” shall mean an amount equal to six percent (6%) of the Company’s Gross Revenues less Permit Fees paid by the Company to the City or SID.
- O. “Gas” shall mean natural gas and/or manufactured gas and/or a mixture of gases, including renewable natural gas and hydrogen gas, that are distributed in pipes and measured by meter on the Customer’s premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as “bottled gas”).
- P. “Gross Revenues” shall mean all revenues received by the Company from any Customer, excluding deposits, prepayments, turn on/off charges, meter installation charges, and any other revenue not generated directly and solely from the sale, distribution, transportation, and transmission of Gas. Gross Revenues shall also exclude revenues from those Customers designated by Company as “interruptible,” “industrial,” and “other”, until and unless a franchise or utility tax is imposed on such Customers by City, either independently or collectively, of all other competing utility services in the City Limits, including, without limitation, the imposition of franchise or utility taxes on all grades of fuel oils or gases used for such Customers at a relatively equal basis on the Franchise Fee plus utility taxes as levied on Gas pursuant to statute and/or rule.
- Q. “Permit Fees” means fees payable by Company in connection with permit applications, reviews and inspections for development and construction of the Distribution System, including connections to homes and other improvements.
- R. “Person” shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- S. “Rights-of-way” shall mean all rights-of-way, streets, alleys, highways, waterways, bridges, sidewalks, easements and other ways or places of whatever nature, publicly held or dedicated for public use and presently opened or to be opened to public use for vehicular or pedestrian movement, to include the space at, or below the right-of-way places located within the

City Limits, provided such area is suitable for utilization for the Gas Distribution system.

- T. “Seminole Improvement District”, “District,” and “SID” shall mean the independent improvement district created and existing pursuant to Chapter 2000-431, Laws of Florida which geographical boundaries that are co-terminus with the City’s boundaries.
- U. “SID Engineer” means the Person appointed, hired or otherwise designated or charged by SID to perform professional and technical engineering duties for SID which may include, by example, performing supervisory and administrative duties in planning and coordinating the operation of engineering services on behalf of SID.
- V. “SID Manager” means the Person appointed, hired or otherwise designated or charged by SID to implement district policy and/or otherwise serve as the administrator for the district in connection with day-to-day functions, or, in the absence of such individual, the district’s governing body.
- W. “Utility Easement” means those private, non-exclusive easements held by the Seminole Improvement District over which the District holds the power to grant utility providers the ability to use its easements in the District’s sole discretion.

2. **Grant of Authority.** City hereby grants to the Company the non-exclusive franchise for the provision of natural gas service within the City Limits.
3. **Term.** This Franchise Agreement shall take effect and be in force from and after the first day of the month following the final passage of this Franchise Agreement, as required by applicable law, and upon filing of the acceptance by the Company with the City Clerk (the “Effective Date”). Except as provided in Section 4 herein, the Franchise hereby granted by the City to the Company shall be thirty (30) years from the Effective Date (the “Initial Term”). Unless either party provides notice in writing in compliance with Section 19 hereof to the other party at least thirty (30) days prior to the expiration of the Initial Term, upon expiration of the Initial Term, this Franchise Agreement shall continue on the same terms then in effect at the expiration of the Initial Term on a month-to-month basis.
4. **Termination by the City.** In the event that the Company commits a material breach of any of the material covenants, terms, and conditions of this Franchise Agreement, the City may terminate this Franchise Agreement; if the City shall have served the Company with a written notice pursuant to Section 19 herein, setting forth in reasonable detail all matters pertinent to such material violation or default, and the Company shall have failed within sixty (60) days after service of such notice or such longer period of time as may be reasonably necessary to present a plan to the City to effect such cure pursuant to such plan within a reasonable period of time after the City’s approval of

the plan. Approval of the plan by the City shall not be unreasonably withheld, conditioned or delayed.

5. **Non-exclusive Franchise.** The City reserves the right to grant a similar Franchise to any other Person at any time during the period of this Franchise, so long as such grant shall not interfere with the Company's rights granted hereunder. This Franchise shall grant the privilege of carrying on the business in all of the City or in part of the City, and, except as provided in Section 6 below, with no promise that there will be no competition. In the event the City grants a franchise to the competitor of the Company, the grant shall not interfere with the Company's rights granted hereunder except as to matters that occur as a result of competition.
6. **Competition.** As further consideration of this Franchise Agreement, the City hereby agrees that during the term of this Franchise it shall not engage in the business of selling, importing, distributing, transporting, or transmitting Gas or otherwise compete with the Company within the City Limits.
7. **Assignment.** This Franchise hereby granted shall not be sold, leased, assigned or otherwise alienated or disposed of (each a "Transfer"; provided, however, in no event shall any transfer by operation of law be considered a "Transfer" under this Franchise, including, without limitation, by way of the merger of the Company with or into any other Person) except with the prior written consent of the City Manager, which shall not be unreasonably withheld or conditioned or unduly delayed (the "Consent"). In the event that the City neither grants nor denies the Consent forty-five (45) days after the Company's written request for Consent delivered pursuant to Section 19 below, then the Consent shall be deemed to have been granted by the City to the Company. No Transfer shall be effective until the Person to whom the Franchise is Transferred files a duly executed instrument reciting the fact of the Transfer, accepting the terms of the Franchise, and agreeing to perform all the conditions thereof in the office of the City Clerk whereupon the transferor shall be released of any further obligations under this Franchise Agreement without the necessity of any further action by any Person. Notwithstanding the foregoing, the Company may in its sole and absolute discretion, without consent, Transfer the Franchise in connection with: (i) the lease or sale of all or substantially all of the Distribution System, whether to a subsidiary or affiliate or unrelated Person; or (ii) the pledge or mortgage of this Franchise in connection with the physical property owned and used by the Company in the construction, maintenance, and operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.
8. **Compliance with Applicable Laws.** To the extent consistent with Florida law, the Company shall be subject to all lawful exercises of the City's police power and shall abide by all such reasonable rules, regulations, and ordinances which the City has passed or might pass in the future, which shall not conflict or be inconsistent with the Promulgated Safety Rules and Regulations of the Commission and the Federal and/or Florida Departments of Transportation. Notwithstanding the foregoing, the City shall not pass any ordinance, regulation, rule or take any other similar action or exercise its

police power or take any other action that results in a material change in or materially affects the rights or obligations of the Company under this Franchise Agreement.

- A. In the event the Company or any aspect of the Gas trade, as contemplated hereunder, is deregulated, the Company shall maintain and operate its Distribution System and render efficient service in accordance with the rules and regulations as are, or may be, promulgated by the City.
- B. In the event the City has not promulgated rules and regulations at the time of deregulation, then, the Company shall maintain and operate its Distribution System in compliance with the rules and regulations by which they were governed prior to deregulation until such time as the City has had an opportunity to promulgate rules and regulations or pass an ordinance governing those items regulated by the Commission, governing service standards, safety standards, and quality controls.
- C. In the event of deregulation, the City shall not regulate rates for the sale, distribution, transportation, or transmission of Gas.

9. **Distribution System.** The Distribution System shall be erected, placed, laid, and maintained in a manner consistent with the following:

- A. The Parties agree that SID shall have the authority to permit and supervise the construction, location, restoration, relocation and installation of the Distribution System, as determined by the Tri-Party Agreement.
- B. The Company shall at all times maintain reasonable egress from and ingress to abutting properties where any construction is occurring.
- C. While allowing the functioning of the Distribution System, the Distribution System shall be located in the Seminole Improvement District's Rights-of-way, property, or Utility Easements, by permit, so as not to unreasonably obstruct, disturb or interfere, on a permanent basis, with any traffic, water flow, water pipes, sewers, drains, catch basins, pavement, sidewalk, driveways, or any other structures installed or any other function of said structures of the delivery of municipal services by the Seminole Improvement District or the City.
- D. In the event drain, sewer, catch basins, water pipes, pavements or other like improvements or the function of said improvements are materially damaged solely by the Company by erecting, placing, laying or maintaining the Distribution System, the Company shall repair the damage at its sole cost and expense to substantially the condition that existed prior to said damage. In this regard, SID shall give written notice to the Company pursuant to Section 19 herein, of deficiencies that need to be cured by the Company. Said notice shall set forth a reasonable period of time, under the circumstances, in which the Company shall affect such repair.

- E. Applications for construction permits for all portions of the Distribution System shall be given to the SID Engineer or his designee accompanied by plan drawings showing the proposed work. District shall be responsible for the permit review, approval, and inspections during construction. As soon as practical, but no more than twenty (20) Business Days after completion of the work, the Company shall submit as-built drawings to the SID Engineer or his designee, which shall complete the notice and approval requirement for said work.
- F. In the event at any time during the period of this Franchise the Seminole Improvement District or City shall lawfully elect to alter, or change the grade of the Rights-of-way, property, or Utility Easement area the Company, upon reasonable notice from the SID or the City, shall remove, relay, and relocate any portion of the Distribution System as is necessary at the Company's own cost and expense.

10. Right to Inspect. During the term of this Franchise Agreement, the City or SID, through its designated agent, shall have the authority to inspect the Distribution System at a reasonable time and upon reasonable prior notice to insure compliance with governing law and the Commission's regulations at the City or SID's own cost and expense. Notwithstanding the above, the Company shall not be required to disclose information that contains trade secrets or is proprietary or confidential in nature, nor disclose books and records of any affiliate.

11. Franchise Fee. The Company shall pay the Franchise Fee to the City quarterly on January 1, April 1, July 1, and October 1 of each year during the term of this Franchise unless otherwise agreed. In the event that the Franchise Fee is more than twenty (20) days delinquent, the delinquent amount shall accrue interest at the highest rate allowable by law. In the event the Company makes any Franchise Fee payment in excess of the Franchise Fee due and owing to the City under this Franchise Agreement or if the City is otherwise indebted to the Company, the Company shall have the right to offset such overpayment and/or indebtedness against future payments of the Franchise Fee.

12. Other Fees and Taxes. Except as otherwise provided for herein, the Company shall pay to the City all legally authorized fees, taxes, assessments, and costs levied, imposed or validly adopted by the City during the term of this Franchise Agreement, which shall include, but are not limited to public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and licensing fees, other than Permit Fees, which shall be payable to SID in accordance with the Tri-Party Agreement.

13. Franchise Parity. If, during the term of this Franchise Agreement, the City, by franchise agreement or ordinance, allows other Persons who sell, import, distribute, transport, and transmit Gas (the "Alternate Gas Providers") the right, privilege or franchise to erect, construct, operate, and maintain a Distribution System for the purpose of selling, importing, distributing, transporting, and transmitting Gas to Persons in the City Limits or receiving such Gas from Persons other than the Company

within the City Limits, and imposes a franchise compensation obligation or equivalent on such Alternate Gas Provider for any Person that is less than the Franchise Fee imposed with respect to the same Customer under this Franchise Agreement, the Franchise Fee under this Franchise Agreement shall be automatically reduced so that the Franchise Fee is no greater than the franchise compensation obligation or equivalent when compared on a dollars-per-term basis. In the event that the City does not impose a franchise compensation obligation or equivalent on said Alternate Gas Providers, the Company's obligation to pay the Franchise Fee under this Franchise Agreement shall terminate.

14. Reciprocal Indemnification.

- A. The Company shall indemnify and save the City, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and Expenses, which may be brought against or suffered, sustained, paid or incurred by the City, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i. any breach by the Company of any of the provisions of this Franchise Agreement; or
 - ii. the gross negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the City Limits.

- B. The City shall indemnify and save the Company, its servants, agents, directors, employees, stockholders, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and Expenses, which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i. any breach by the City of any of the provisions of this Franchise Agreement; or
 - ii. the gross negligence or willful misconduct of the City, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the City.

- C. Notwithstanding anything to the contrary herein contained, in no event shall the City or the Company be liable under this Franchise Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

- D. Indemnification is conditioned upon the indemnified party providing notice to the indemnifying pursuant to Section 19 herein, within thirty (30) days after the indemnified party knew of the claim.
- E. Nothing herein is intended to act as a waiver of the City's rights, privileges, and immunities under the doctrine of sovereign immunity and/or limits of liability set forth in Section 768.28 of the Florida Statutes.
- F. The provisions of this Section 14 shall survive this Franchise Agreement for a period of one year.

15. Records. The Company shall maintain accounts and records in a manner consistent with Section 368.108 of the Florida Statutes and Chapter 25-7 of the Florida Administrative Code and that the Gross Revenues within the City Limits are able to be calculated. Upon a good faith request, the Company shall provide to the City any accounts and records relevant to this Franchise Agreement pursuant to a duly executed confidentiality agreement within a commercially reasonable amount of time after said request.

16. Governing Law; Venue; JURY WAIVER. This Franchise Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts in the State of Florida (state or federal), with venue in the county in which the City is located, over any dispute arising out of this Franchise Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVE THEIR RIGHT TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE PROVISIONS OF OR MATTERS RELATED TO THIS FRANCHISE.

17. Entire Agreement. This Franchise Agreement, and the schedules and exhibits hereto, contain the entire understanding and agreement of the parties hereto relating to the subject matter of this Franchise Agreement and all prior agreements relative hereto which are not contained herein.

18. Attorneys' Fees and Expenses. In the event either party initiates action to enforce its rights hereunder, the substantially prevailing party shall recover from the substantially non-prevailing party its Expenses. All such Expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the substantially prevailing party pays such Expenses until the date the substantially non-prevailing party repays such Expenses. Expenses incurred in enforcing this Section shall be covered by this Section. For this purpose, the court is requested by the parties to award

actual costs and attorneys' fees incurred by the substantially prevailing party, it being the intention of the parties that the substantially prevailing party be completely reimbursed for all such costs and fees. The parties request that inquiry by the court as to the fees and costs shall be limited to a review of whether the fees charged and hourly rates for such fees are consistent with the fees and hourly rates routinely charged by the attorneys for the substantially prevailing party.

19. Notices. Whenever any notice, demand or request is required or permitted under this Franchise, such notice, demand or request shall be in writing and shall be deemed given when (a) delivered personally to the intended party, (b) sent by facsimile transmission (with automatic electronic "answerback" confirmation of successful transmission) to that party at the facsimile number for that party set forth below, (c) sent by electronic mail submission with a written confirmation from the receiving party confirming receipt of the electronic mail submission, (d) on the fifth (5th) Business Day after being mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or (e) on the day delivered by Federal Express or any similar express delivery service for delivery to that party at that address. All notices shall be addressed as follows:

If to Company: Florida Public Utilities Company
1635 Meathe Drive
West Palm Beach, Florida 33411
Attention: Director, Natural Gas Operations
Facsimile: _____
Email: _____

with a copy to: Baker & Hostetler LLP
200 S. Orange Avenue, Suite 2300
Orlando, Florida 32801
Attention: Jeffrey E. Decker
Facsimile: (407) 841-0168
Email: jdecker@bakerlaw.com

with a copy to: Chesapeake Utilities Corporation
Office of the General Counsel
500 Energy Lane, Suite 400
Dover, DE 19901
Attention: James F. Moriarty
Facsimile: (302) 734-6750
Email: jmoriarty@chpk.com

If to City: City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
Attention: Kenneth G. Cassel, City Manager
Facsimile: (561)790-5466
Email: kcassel@westlakegov.com

with a copy to:

City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
Attention: City Attorney
Facsimile: (561)790-5466
Email: ddoody@gorencherof.com

Notices and communications delivered to persons designated to receive copies shall not be effective notice. Any party may change its facsimile number or address for notices under this Franchise at any time by giving the other Parties at least ten (10) days' prior written notice of such change delivered in conformity with this Section 19.

- 20. Force Majeure.** Any prevention, delay or stoppage of work or other obligations to be performed by either party that are due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes, acts of nature, pandemics, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty or other causes beyond the reasonable control of the party shall excuse performance and other obligations by the party for a period equal to the duration of that prevention, delay or stoppage. In no event shall any material default by Company due to any of the foregoing constitute a grounds for termination of this Franchise.
- 21. Non-waiver.** The failure of any party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise Agreement shall not be construed as a waiver or relinquishment for future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by both parties.
- 22. Severability.** If any provision of this Franchise Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Franchise Agreement or the application of such provision to such Person or circumstances, other than as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.
- 23. Scrivener's Error.** Sections of this Franchise Agreement may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need for a public hearing by filing a corrected or recodified copy of same with the City Clerk.
- 24. Ordinances Repealed.** All ordinances and parts of ordinances in conflict or inconsistent with the provisions of this Franchise Agreement are hereby repealed as of the Effective Date.

INTRODUCED on first reading this 2nd day of August, 2022.

PUBLISHED on this _____ day of _____, 2022 in the Palm Beach Post.

PASSED on second reading this 6th day of September, 2022.

CITY OF WESTLAKE FLORIDA

JOHN PAUL O'CONNOR, MAYOR

ATTEST:

ZOEIE BURGESS, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

UNCONDITIONAL ACCEPTANCE BY THE COMPANY

I, the undersigned official of Florida Public Utilities Company (the "Company"), am authorized to bind the Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. _____), which are hereby accepted by the Company this _____ day of _____, 2022.

Florida Public Utilities Company

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public in and for the State of Florida

My commission expires _____

Received on behalf of the City this _____ day of _____, 2022.

Name: _____ Title: _____

**TRI-PARTY GRANT AGREEMENT AMONG CITY OF WESTLAKE, THE
SEMINOLE IMPROVEMENT DISTRICT, AND FLORIDA PUBLIC UTILITIES
COMPANY RELATED TO PERMITTING OF FACILITIES PER CITY FRANCHISE
AGREEMENT**

This a Tri-Party Grant Agreement (“Agreement”) made and entered into by City of Westlake, a municipal corporation (“City”), The Seminole Improvement District, an independent special district created by Special Act of the Florida Legislature (“SID”), and Florida Public Utilities Company, a Florida corporation (the “Company”). City, SID, and the Company are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Company has requested permission from the City to erect, construct, operate, and maintain a Gas Distribution system and to import, transport, sell and distribute Gas within the City; and for these purposes to establish the used or useful facilities and equipment and to lay and maintain gas mains, service pipes, and any other appurtenances, as are used or useful in the sale, transportation and distribution of Gas within the City limits; and

WHEREAS, the City and the Company acknowledge that the Rights-of-way and utility easements within the City are held by and under the jurisdiction of SID and the Company will obtain permits from SID to construct, operate and occupy a portion of the utility easement with its facilities; and

WHEREAS, the utility easements owned by SID to be used by the Company are properties acquired and maintained by SID at expense to the property owners within the City limits, and the right to use SID’s utility easements is a property right without which the Company would be required to invest capital and incur property acquisition costs; and

WHEREAS, the City has enacted Ordinance No. 2022 - ____ granting to the Company and its successors and assigns, a non-exclusive franchise for a period of thirty (30) years to sell, distribute, transport, and transmit natural, manufactured or mixed gas in the City (the “Franchise Agreement), attached hereto as Exhibit “A”; and

WHEREAS, the Franchise Agreement provides, among other things, that the Company shall (i) obtain all required permits, approvals, licenses or consents in accordance with this Agreement prior to constructing or operating any facilities within the City; (ii) pay to SID any applicable fees in connection with the permit applications, reviews and inspections for development, and (iii) pay to the City all legally authorized fees, taxes, assessments, and costs levied, imposed or validly adopted by the City during the term of the Franchise Agreement, which shall include, but are not limited to public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and licensing fees; and

WHEREAS, in February 2018, SID and the City entered into that certain Interlocal Agreement Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services (“Interlocal Agreement”); and

WHEREAS, pursuant to Section 16(c)(vi) of the Interlocal Agreement, the City and SID agreed that consultation is required prior to any undertakings by City or SID for tangible or physical infrastructure including gas lines; and

WHEREAS the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Parties desire to (i) acknowledge the Franchise Agreement granted to the Company, (ii) reflect the grant by SID to the Company of the right and privilege, to erect, construct, operate, and maintain a Distribution System in, on or under any Rights-of-ways within the City Limits, (iii) confirm SID and the City have engaged in the necessary consultation under the Interlocal Agreement, and (iv) establish the process by which the City and SID will coordinate the review and processing of permits applied for by the Company for the use of the Rights-of-way as contemplated in the Franchise Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree a unified approach to building permitting and inspection services for the Distribution System will result in a more efficient and cost effective method of service delivery, ultimately enhancing economic development and promoting the safety and welfare of all of the citizens of the City as follows:

1. Capitalized Terms; Recitals. All capitalized terms not defined herein shall be given the meanings ascribed thereto in the Franchise Agreement. The Recitals set forth above are true and correct and form a material part of this Agreement.

2. Grant of Rights. SID hereby grants the non-exclusive right, privilege, and easement to erect, construct, operate, and maintain a Distribution System in, on or under any Rights-of-way, utility easements, or property owned by SID as they now exist or maybe hereafter dedicated, purchased, constructed, opened, laid out or extended by SID within the City Limits. In the event the Rights-of-way are closed, vacated or otherwise abandoned, SID or the City under the Franchise Agreement, as applicable, shall provide the Company with an easement for the Distribution System in such form and content as is reasonably acceptable to the Company to the extent possible. This grant of right, privilege and easement does not relieve the Company from its obligation to obtain all necessary permits from SID or the City as further described herein.

3. Service Delivery Agreement.

a. SID shall serve as the single, unified point of service for permitting and inspections services for development by the Company of the Distribution System pursuant to the Franchise Agreement within the Rights-of-way located in the City Limits. This Agreement shall provide for the staffing and resources for all permit application processing, permit plan review, inspections, and permit compliance. The SID Engineer shall serve as the District Official with control over the use of the Rights-of-way and the development of the Distribution System. The construction permit processing, review, inspection services, and permit compliance shall be

provided consistent with State law, this Agreement and the Franchise Agreement. Building code enforcement to the extent applicable shall be enforced per City code.

b. SID shall be responsible for funding of the staff and operational costs of the services of this Agreement. The Company shall be responsible for paying, without duplication, a maximum of SID's regular published fees per development charged generally to applicants related to permit applications, reviews, and inspections for development and construction, currently set at \$2,500.

c. Other than as set forth above, no separate fees shall be due or payable to SID, the City or any department or agency thereof in connection with the application, permitting, and inspection process associated with the development and construction of the Distribution System.

d. SID and City agree to prepare and adopt unified operational procedures for construction permit processing, review, and inspections to assure a high level of service to customers without undue delay. Any such procedures shall require only one (1) application; one (1) set of permit drawings, and one (1) fee payable to SID. SID will coordinate any and all reviews that the City may require relative to the approval for construction of the Distribution System that may be the subject of a permit application.

4. Term. The term of this Agreement shall commence on the effective date of the Franchise Agreement (the "Effective Date") and shall terminate on the earlier of the date that (a) the Franchise Agreement terminates or expires, (b) SID cedes jurisdiction over the Rights-of-way, real property, and utility easements within the City to the City, and (c) such other date as the Parties agree in writing (the "Term").

5. Dispute Resolution.

a. The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Any Party may initiate the dispute resolution process by providing written notice to the other Party(ies). Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

b. Notwithstanding the foregoing, in the event that any Party determines, in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

c. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all other Parties involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and

place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict. If discussions between the Parties at this meeting fail to resolve the dispute, the following Parties agree to pursue formal conflict resolution per the following provisions:

i. For a conflict between the Company, on the one hand, and the City and/or SID, on the other hand, within forty (40) days of the receipt of the notice described in subparagraph a. above, the Parties shall conduct a mediation in the presence of a neutral third party Florida Supreme Court certified mediator. If the Parties are unable to agree upon a mediator, the City or, if the City is not a Party to the Dispute, SID shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Palm Beach, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Costs of mediation shall be shared equally among the parties participating in mediation. Any Party to the mediation may terminate the mediation at any time. If the Parties are unable to reach a mediated settlement of the conflict within fifty (50) days of the receipt of the notice described in subparagraph a. above, the Parties in conflict may pursue any and all rights and remedies to which the Parties may be entitled with respect thereto.

ii. For a conflict solely between the City and SID, the conflict resolution provisions of the Interlocal Agreement shall apply.

d. Any of the time requirements set forth in this dispute resolution provision of the Agreement may be extended to a date certain by mutual agreement, in writing, of the primary conflicting Parties. To the extent such agreement to extend time would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement to extend shall have the effect of extending any jurisdictional time requirements with regard to that claim.

6. Hold Harmless; Sovereign Immunity. To the extent permitted by law, each Party agrees to hold the others harmless from any and all claims, actions or suits which might arise out of its own neglect or default of the Agreement. The foregoing is not intended, and shall not be construed, as a waiver by any Party of the benefits of Section 768.28, Florida Statutes.

7. Force Majeure. No Party shall be liable or responsible to any other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to another Party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services; (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the Party impacted by the Force Majeure

Event (the "Impacted Party") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

8. Notice. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed given when (a) delivered personally to the intended Party, (b) sent by facsimile transmission (with electronic "answerback" confirmation of successful transmission) to that Party at the facsimile number for that Party set forth below, (c) sent by electronic mail submission with a written confirmation from the receiving Party confirming receipt of the electronic mail submission, (d) on the fifth (5th) Business Day after being mailed by certified mail (postage prepaid and return receipt requested) to that Party at the address for that Party set forth below, or (e) on the day delivered by Federal Express or any similar express delivery service for delivery to that Party at that address. All notices shall be addressed as follows:

If to Company: Florida Public Utilities Company
1635 Meathe Drive
West Palm Beach, Florida 33411
Attention: Director, Natural Gas Operations
Facsimile: _____
Email: _____

with a copy to: Baker & Hostetler LLP
200 S. Orange Avenue, Suite 2300
Orlando, Florida 32801
Attention: Jeffrey E. Decker
Facsimile: (407) 841-0168
Email: jdecker@bakerlaw.com

with a copy to: Chesapeake Utilities Corporation
Office of the General Counsel
500 Energy Lane, Suite 400
Dover, DE 19901
Attention: James F. Moriarty
Facsimile: (302) 734-6750
Email: jmoriarty@chpk.com

If to City: City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
Attention: Kenneth G. Cassel, City Manager
Facsimile: (561) 790-5466
Email: ken.cassel@inframark.com

with a copy to: City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
Attention: City Attorney
Facsimile: (561) 790-5466
Email: _____

For SID: Seminole Improvement District
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
Attention: Kenneth G. Cassel, District Manager
Facsimile: (561) 790-5466
Email: ken.cassel@inframark.com

with a copy to: Lewis, Longman, and Walker, P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401
Attention: Robert Diffenderfer, District Attorney
Facsimile: (561) 640-8202
Email: rdiffenderfer@llw-law.com

Notices and communications delivered to persons designated to receive copies shall not be effective notice. Any Party may change its facsimile number or address for notices under this Agreement at any time by giving the other Parties at least ten (10) days' prior written notice of such change delivered in conformity with this Section 8.

9. Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

10. Assignment and Subcontracting. No assignment, delegation, or transfer of this Agreement, or part hereof, shall be made, unless approved in writing by the Parties.

11. Jointly Drafted. The Parties agree that this Agreement is entered into knowingly and voluntarily. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one Party and in favor of any other.

12. Parties Acknowledgement; Parties Bound. The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each Party acknowledges that each other Party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized

officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, and assigns.

13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for such claim or lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS ANY OF THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY ANOTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTIES IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

Prior to the filing of any litigation relating to this Agreement, the Parties will follow the dispute resolution provisions set forth in Section 4 hereof, with each Party to bear its own attorneys' fees and costs; however, each Party to the dispute shall pay equally its share of the mediator's fees and, if applicable, any pre-approved cost(s) incurred by the mediator.

The Parties further agree that entry into this Agreement constitutes irrevocable consent and agreement that the exclusive venue and jurisdiction for any such dispute (including any dispute that is based on only a tenuous nexus to this Agreement) shall lie solely in the state or county courts in and for Palm Beach County, Florida. The Parties expressly and irrevocably waive any and all right(s), to the removal of any such dispute to any federal court. Process in any action or proceeding referred to in this paragraph may be served on any Party anywhere in the world, such Party waives any argument that said Party is not subject to the jurisdiction of the state courts located in Palm Beach County, Florida and the laws of the State of Florida.

14. Attorneys' Fees; and Costs of Enforcement. Each Party shall at the conclusion of the resolution of any and all disputes arising from or based on this Agreement, pay all of its own costs and attorneys' fees incurred in the prosecution or defense of said dispute. Each Party shall pay its own costs and attorneys' fees without regard to which Party prevailed in the resolution of any dispute arising from or based on this provisions of this Agreement.

15. Cooperation; Supplementary Actions. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

16. Miscellaneous. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include all other genders.

17. Public Records. SID and City are public entities. Each Party is responsible for complying with its public records requests and the public records laws in Chapter 119, Florida Statutes, including Section 119.0701.

18. Independent Contractor. SID, the Company, and City are independent contractors. Each of the Parties and its agents shall not act as officers, employees, or agents of the other Parties. None of the Parties shall have the right to bind any of the other Parties to any obligation not expressly undertaken by the other Parties.

19. Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries to this Agreement.

20. Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

21. Interpretation. The headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

23. Waiver. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

24. Time is of the Essence. Time shall be of the essence of this Agreement.

25. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

26. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts

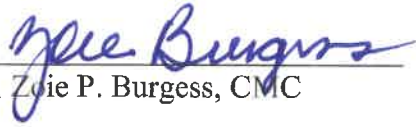
shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

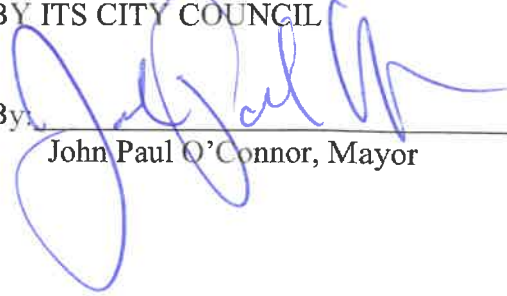
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IN WITNESS WHEREOF, THE CITY OF WESTLAKE, THE SEMINOLE IMPROVEMENT DISTRICT, AND FLORIDA PUBLIC UTILITIES COMPANY HAVE EXECUTED OR HAVE CAUSED THIS TRI-PARTY GRANT AGREEMENT TO BE DULY EXECUTED.

ATTEST:


CITY OF WESTLAKE, FLORIDA
BY ITS CITY COUNCIL

By: 
Clerk, Zoie P. Burgess, CMC

By: 
John Paul O'Connor, Mayor

Dated: July 5, 2022

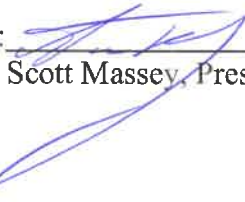
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
City Attorney, _____

ATTEST:

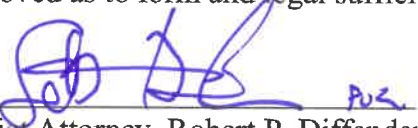
SEMINOLE IMPROVEMENT DISTRICT

By: 
K.M.C. Secretary _____

By: 
Scott Massey, President

Dated: 6/6/2022, 2022

DISTRICT ATTORNEY
Approved as to form and legal sufficiency

By:  *P.D.*
District Attorney, Robert P. Diffenderfer

FLORIDA PUBLIC UTILITIES COMPANY

By: _____
Name: _____
Title: _____

RESOLUTION NO. 2022-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE IMPROVEMENT DISTRICT APPROVING THE TRI-PARTY AGREEMENT BETWEEN THE CITY OF WESTLAKE, THE SEMINOLE IMPROVEMENT DISTRICT, AND FLORIDA PUBLIC UTILITIES COMPANY RELATED TO PERMITTING OF FACILITIES PER CITY FRANCHISE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole Improvement District (“SID”) exists pursuant to Chapter 2000-431, Laws of Florida and is the successor to Seminole Water Control District; and

WHEREAS, the City of Westlake (the “City”) is a Florida municipal corporation and is possessed of full home rule powers pursuant to Article VIII, Section 2 of the Florida Constitution; Chapter 166, Florida Statutes; and the City of Westlake Municipal Charter (the “Westlake Charter”); and

WHEREAS, Florida Public Utilities Company, a Florida corporation (the “Company”) has requested permission and a franchise agreement (the “Franchise Agreement”) from the City to erect, construct, operate, and maintain a Gas Distribution system and to import, transport, sell and distribute Gas within the City; and for these purposes to establish the used or useful facilities and equipment and to lay and maintain gas mains, service pipes, and any other appurtenances, as are used or useful in the sale, transportation and distribution of Gas within the City limits (SID, City, and Company, hereinafter collectively the “Parties”); and

WHEREAS, the Franchise Agreement provides, among other things, that the Company shall (i) obtain all required permits, approvals, licenses or consents in accordance with this Agreement prior to constructing or operating any facilities within the City; (ii) pay to SID any applicable fees in connection with the permit applications, reviews and inspections for development, and (iii) pay to the City all legally authorized fees, taxes, assessments, and costs levied, imposed or validly adopted by the City during the term of the Franchise Agreement, which shall include, but are not limited to public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and licensing fees; and

WHEREAS, SID possesses certain powers pursuant to its enabling act and Florida Statutes, including the powers to construct, own, and maintain a number of types of public works and facilities and provide services including but not limited to public infrastructure and services related to water, sewer, drainage, irrigation, water management, parks, recreation, facilities, roadways and others more particularly described in the Enabling Act; and

WHEREAS, the City and the Company acknowledge that the rights-of-way and utility easements within the City are held by and under the jurisdiction of SID and the Company

will obtain permits from SID to construct, operate and occupy a portion of the utility easement with its facilities; and

WHEREAS, the utility easements owned by SID to be used by the Company are properties acquired and maintained by SID at expense to the property owners within the City limits, and the right to use SID's utility easements is a property right without which the Company would be required to invest capital and incur property acquisition costs; and

WHEREAS, in February 2018, SID and the City entered into that certain Interlocal Agreement Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services ("Interlocal Agreement"); and

WHEREAS, pursuant to Section 16(c)(vi) of the Interlocal Agreement, the City and SID agreed that consultation is required prior to any undertakings by City or SID for tangible or physical infrastructure including gas lines; and

WHEREAS the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the City has prepared a draft ordinance (the "Ordinance") to effectuate the Franchise Agreement to the Company, attached as Exhibit "A," and

WHEREAS, the Parties desire to (i) acknowledge the Franchise Agreement granted to the Company, (ii) reflect the grant by SID to the Company of the right and privilege, to erect, construct, operate, and maintain a Distribution System in, on or under any Rights-of-ways within the City Limits, (iii) confirm SID and the City have engaged in the necessary consultation under the Interlocal Agreement, and (iv) establish the process by which the City and SID will coordinate the review and processing of permits applied for by the Company for the use of the Rights-of-way as contemplated in the Franchise Agreement, and to that end, have prepared the **Tri-Party Grant Agreement Among City of Westlake, the Seminole Improvement District, and Florida Public Utilities Company Related To Permitting of Facilities Per City Franchise Agreement**, (the Agreement") attached as Exhibit "B"; and

WHEREAS, after careful review and consideration, the District Engineer has determined that the Agreement is consistent with and implements the adopted Water Control Plan of the District and that execution of the Agreement will not be harmful to, and is in the best interests of, the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEMINOLE IMPROVEMENT DISTRICT AS FOLLOWS:


1. The recitals set forth above are adopted by the Board as the findings of SID and are incorporated herein.

2. This Resolution is adopted pursuant to the Act.
3. Seminole Improvement District, on behalf of its successors and assigns, hereby consents to the Agreement in the form attached hereto as Exhibit "B."
4. SID's consent is predicated upon the City's adoption of the Ordinance largely in conformance to the draft attached as Exhibit "A", and the Agreement shall not be effective until such time as the Ordinance becomes effective, including the running of any applicable appeal periods thereto.
5. The President and Secretary/Treasurer are hereby authorized and directed to execute and deliver the Agreement any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for implementation of this Resolution, in conformance with this Resolution.
6. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution.
7. This resolution shall take effect upon its passage in the manner provided by law.

Adopted by the Board of Supervisors this 6 day of June, 2022.



Scott Massey, President



Kenneth Cassel, Assistant Secretary

Approved as to Form:



District Attorney

EXHIBIT "A"

Draft Westlake Ordinance Granting to Florida Public Utilities a Non-Exclusive Franchise

File Attachments for Item:

C. Residential Solid Waste Services Annual Special Assessment

Submitted By: Administration

RESOLUTION 2022-26

A RESOLUTION OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES, IN THE CITY OF WESTLAKE, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE SERVICES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; IMPOSING A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WESTLAKE FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:	September 6, 2022	Submitted By: City Attorney's Office
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	Public Hearing on Resolution 2022-26 Residential Solid Waste Services Annual Special Assessment	
STAFF RECOMMENDATION: (MOTION READY)	Motion to Approve Resolution 2022-26	
SUMMARY and/or JUSTIFICATION:	<p>The City Council adopted Ordinance 2017-7 on January 8, 2017. Ordinance 2017-7 authorizes the collection of solid waste and recyclable materials within the City and provides for definitions relating to those services.</p> <p>On July 22, 2019, the City entered into an Agreement with Advanced Disposal Services Solid Waste Services, Inc., for the collection of solid waste and recyclable materials in the City.</p> <p>On December 14, 2020, the City Council adopted Resolution 2020-40, referred to as the Intent Resolution, in order to commence the process to levy and collect a special assessment for the collection and disposal costs of the mandatory solid waste services for residential properties in the City using the statutory Uniform Assessment Collection Act ("Uniform Method") to collect the special assessment on the annual property tax bills commencing with the tax bills mailed in November 2021.</p> <p>On July 12, 2021, the City Council adopted Ordinance 2021-02 (the "Ordinance"), which authorized a Residential Solid Waste Services Special Assessment to fund the costs of providing Residential Solid Waste Collection Services and Residential Recycling Collection Services.</p> <p>On July 5, 2022, adopted Resolution No. 2022-16 (the "Preliminary Assessment Resolution"), referencing the Residential Solid Waste Services to be provided to Assessed Property, describing the method of apportioning the Residential Solid Waste Services Assessed Cost to compute the Residential Solid Waste Services Special Assessment for Residential Solid Waste Services against Assessed Property, estimating a rate of assessment, and directing the preparation of the Assessment Roll and provision of the notice to the affected landowners. Resolution 2022-16 set the amount of Assessed Costs at \$358,326.20, and the assessment rate at \$280.60 per residential unit.</p> <p>In order to impose the Residential Solid Waste Services Special Assessment for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Council to adopt an Annual Assessment Resolution during its budget adoption process, which establishes</p>	

	<p>the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties.</p> <p>The proposed resolution is the Annual Assessment Resolution as provided in the Ordinance. It confirms and approves the Assessment Roll, confirms the Assessed Costs at \$358,326.20, and levies the special assessment at a rate of \$280.60.</p> <p>Upon adoption of the Annual Assessment Resolution, the City will certify the Non-Ad Valorem Assessment Roll to the Palm Beach County Tax Collector by September 15, 2022. The special assessments will be collected on the annual property tax bills to be mailed in November 2022.</p>		
SELECT, if applicable	AGREEMENT:	BUDGET:	
	STAFF REPORT:	PROCLAMATION:	
	EXHIBIT(S):	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Resolution 2022-26		
SELECT, if applicable	RESOLUTION: x	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	A RESOLUTION OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES, IN THE CITY OF WESTLAKE, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE SERVICES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; IMPOSING A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WESTLAKE FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):			\$

RESOLUTION NO. 2022-26

A RESOLUTION OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES, IN THE CITY OF WESTLAKE, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE SERVICES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; IMPOSING A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WESTLAKE FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Westlake, Florida, enacted Ordinance No. 2021-02, on July 12, 2021, which authorized the imposition of a Residential Solid Waste Services Special Assessment, pursuant to the procedures set forth therein (“the Ordinance”) for the provision of Residential Solid Waste Services for single-family residential properties and certain multi-family residential properties that receive residential Solid Waste Services within the City, and provided for findings of special benefit and the method of apportionment of the Residential Solid Waste Services Special Assessment; and,

WHEREAS, the imposition of a Residential Solid Waste Services Special Assessment for Residential Solid Waste Services for each Fiscal Year is an equitable and efficient method of allocating and apportioning Residential Solid Waste Services Assessed Costs among parcels of Assessed Property; and,

WHEREAS, the City Council desires to impose a Residential Solid Waste Services Special Assessment within the City for the Fiscal Year beginning on October 1, 2022, using the tax bill collection method; and,

WHEREAS, the City Council, on July 5, 2022, adopted Resolution No. 2022-16 (the "Preliminary Assessment Resolution"), referencing the Residential Solid Waste Services to be provided to Assessed Property, describing the method of apportioning the Residential Solid Waste Services Assessed Cost to compute the Residential Solid Waste Services Special Assessment for Residential Solid Waste Services against Assessed Property, estimating a rate of assessment, and directing the preparation of the Assessment Roll and provision of the notice to the affected landowners; and,

WHEREAS, in order to impose the Residential Solid Waste Services Special Assessment for the initial year of the special assessment, the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Council to adopt an Annual Assessment Resolution during its budget adoption process, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance and the Preliminary Assessment Resolution; and

WHEREAS, notice of a public hearing has been published and mailed, which provided notice to all interested persons of an opportunity to be heard; and,

WHEREAS, a public hearing was held on September 6, 2022, and comments and objections of all interested parties have been heard and considered;

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

SECTION 1. The aforementioned “WHEREAS” clauses are hereby ratified as true and correct and incorporated herein.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, the Preliminary Assessment Resolution, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATION. This Resolution constitutes the Annual Assessment Resolution as described in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Preliminary Assessment Resolution.

SECTION 4. IMPOSITION OF RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT.

(A) The parcels of Assessed Property described in the Assessment Roll, as updated and

which is hereby approved, are hereby found to be specially benefitted by the provision of the Residential Solid Waste Services described in the Preliminary Assessment Resolution, in the amount of the Residential Solid Waste Services Special Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above-referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the City will be specifically benefitted by the City's provision of Residential Solid Waste Services, facilities, and programs in an amount not less than the Residential Solid Waste Services Special Assessment of such parcel, computed in the manner set forth in the Preliminary Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all assessed parcels derive a special benefit, as set forth in the Ordinance and the Preliminary Assessment Resolution, from the Residential Solid Waste Services to be provided, and a legislative determination that the Residential Solid Waste Services Special Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Assessment Resolution.

(B) The method of computing the Residential Solid Waste Services Special Assessment described in the Preliminary Assessment Resolution, as modified, amended, and supplemented herein, is hereby approved.

(C) For the Fiscal Year beginning October 1, 2022, the estimated Residential Solid Waste Services Assessed Cost to be assessed is \$358,326.20. The Residential Solid Waste Services Special Assessment to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Residential Solid Waste Services Assessed Costs for the Fiscal Year commencing October 1, 2022, is hereby established at \$280.60 annually, per residential unit. This assessment rate is hereby approved. Except as otherwise provided herein, the Residential Solid Waste Services Special Assessment for Residential Solid Waste Services in

the amounts set forth in the Assessment Roll, as herein approved, are hereby levied, and imposed on all parcels of Assessed Property described in the Assessment Roll. Interim special assessments as described in the Preliminary Assessment Resolution are approved.

(D) The Residential Solid Waste Services Special Assessment shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem Assessment. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

(E) The Assessment Roll as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

SECTION 5. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION. The Preliminary Assessment Resolution adopted July 5, 2022, except as may be amended herein, is hereby confirmed.

SECTION 6. METHOD OF COLLECTION. As provided in the Preliminary Assessment Resolution, the Residential Solid Waste Services Special Assessment shall be collected on the annual property tax bills pursuant to the Uniform Assessment Collection Act.

SECTION 7. EFFECT ON ADOPTION OF RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Residential Solid Waste Services Special Assessment), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) calendar days from the date of this Annual Assessment Resolution.

SECTION 8. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or

invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 9. CONFLICTS. That all prior Resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 10. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this 6th day of September 2022.

City of Westlake
John Paul O'Connor, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
City Attorney

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the City Manager of the City of Westlake, or authorized agent of the City of Westlake, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for residential Solid Waste Services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Palm Beach County Tax Collector by September 15, 2022.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Palm Beach County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this day of _____, 2022.

CITY OF WESTLAKE, FLORIDA

By: _____
Title: _____

[to be delivered to Palm Beach County Tax Collector on or before September 15]

File Attachments for Item:

D. A Resolution for the Plat of Woodlands of Westlake

Submitted By: Engineering

RESOLUTION 2022-24

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PLAT OF WOODLANDS OF WESTLAKE, BEING A PORTION OF SECTIONS 5 AND 6, ALL IN TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA. PROVIDING FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		September 6, 2022	Submitted By: Engineering	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Plat of Woodlands of Westlake		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve		
SUMMARY and/or JUSTIFICATION:		The City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. The application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirement under Florida Statutes, Chapter 177. The plat includes 90.731 acres of land. The plat has been reviewed and approved by the City Engineer, SID, and the City Attorney.		
SELECT, if applicable		AGREEMENT:		BUDGET:
		STAFF REPORT:	X	PROCLAMATION:
		EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Cover Sheet Staff Report Resolution Legal Description Plat Boundary Survey Approval Letter(s)		
SELECT, if applicable		RESOLUTION:	X	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>		A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PLAT OF WOODLANDS OF WESTLAKE, BEING A PORTION OF SECTIONS 5 AND 6, ALL IN TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA. PROVIDING FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):				\$

RESOLUTION 2022-24

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE PLAT OF WOODLANDS OF WESTLAKE, BEING A PORTION OF SECTIONS 5 AND 6, ALL IN TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA. PROVIDING FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Minto PBLH, LLC, a Florida Limited Liability Company, as the Owner has requested approval for the plat of Woodlands of Westlake, being a portion of Sections 5 and 6, all in Township 43 South, Range 41 East, City of Westlake, Palm Beach County, Florida, containing approximately 90.731 acres as described in Exhibit "A", attached hereto; and

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

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

WHEREAS, the Building staff, Engineering staff and Planning staff for the City of Westlake have reviewed the application, the final plat, attached hereto as "Exhibit B", and the boundary survey, attached hereto as "Exhibit C", and the collective staff has recommended approval; and

WHEREAS, after careful review and consideration, the collective staff has determined that this application has complied with the City's Land Development Regulations and Florida law.

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

- Section 1: **INCORPORATION.** The above recitals are true and correct and are incorporated herein by this reference.
- Section 2: **CITY COUNCIL APPROVALS.** The City Council for the City of Westlake hereby approves the final plat, "Exhibit B" and boundary survey, "Exhibit C" for the plat of Woodlands of Westlake, as described in the attached Exhibit "A", containing approximately 90.731 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.
- Section 3. **RECORDATION.** The applicant shall provide a certified copy of the recorded plat and the applicant shall cover the costs of recording the plat in the public records in and for Palm Beach County Florida.
- Section 4: **SCRIVENER'S ERRORS.** This Resolution can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the City Manager and City Attorney without the need for public hearing.

Section 5: **EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this ____ day of _____, 2022.

PUBLISHED on this ____ day of _____ in the Palm Beach Post.

City of Westlake
JohnPaul O' Connor, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
_____, City Attorney
(PRINT NAME)



STAFF MEMORANDUM

DATE: 9/2/2022
PETITION NO.: ENG-2022-10
DESCRIPTION: Review of Plat for Woodlands of Westlake
APPLICANT: Cotleur and Hearing
OWNER: Minto PBLH, LLC
REQUEST: Owner (Minto PBLH, LLC) is requesting approval of the Plat for Woodlands of Westlake

Final Recommendation

The Office of the City Engineer has reviewed the documents associated with the application referenced above and recommends approval by the Council. The approval by the Board of Supervisors for the subject referenced plat is scheduled for September 6, 2022, and the Seminole Improvement District’s Engineering Department approval is scheduled for September 12, 2022.

Discussion

This submittal is for Pod R-2 Woodlands of Westlake, which will contain 90.731 acres and 149 single-family lots. Pod R-2 is located in the northeast portion of Westlake, north of both Town Center Parkway and Pod S Orchards of Westlake, and east of Pod R Meadows of Westlake, as shown in the graphics below. The primary access point to the Woodlands community will be on Town Center Parkway from the south of the pod.

Location Map





POD R-2, THE WOODLANDS - SITE PLAN

There will be 149 single family detached 75-foot-by-150-foot-wide lots. The lot design is consistent with the setbacks and lot coverages for the R-1 & R-2 Zoning District. This community will have an overall density of 2.01 dwelling units per acre. The homes will contain a range of architectural styles drawing from historic coastal styles with a cleaner, more contemporary vibe. The perimeter lake areas will be dedicated to the Seminole Improvement District (SID) and are not included within the Pod R Boundary. The interior lakes will also be dedicated to SID but are included within the Pod R boundary.

The Legal Description of the Plat can be found in Exhibit A, and replications of the plat topographical survey and plat can be found in Exhibits B and C.

Review Criteria

Plats shall be prepared in accordance with the provisions of Chapter 177 F.S., as amended, and the City of Westlake Land Development Regulations. The plat was reviewed for clarity, legibility, and conformance with this statute and City requirements. The plat provides a graphic depiction of the legal description through geometric data. The data includes but is not limited to parcel, block, tract, right-of-way, street and associated names, easement, permanent reference monuments and permanent control points, and interior excepted parcels. Other requirements such as paper size, line work, layout of sheet and required content including the subdivision name, title, legal description, key map, vicinity map, north arrow, scale, and legend are verified in the Engineering Department review.

Conclusion

Two (2) reviews of the plat occurred, which resulted in an acceptable plat. The review was done for compliance with Chapters 177, 5J-17, Florida Statutes, and the City of Westlake's codes and ordinances. All comments have been adequately addressed and the plat is in compliance. We therefore recommend that the plat be approved for recording.

Exhibit 'A'
WOODLANDS OF WESTLAKE
LEGAL DESCRIPTION

DESCRIPTION:

BEING A PORTION OF SECTIONS 5 AND 6, ALL IN TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.89°48'53"E. ALONG THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL, PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 4756.58 FEET; THENCE S.00°11'07"W., DEPARTING SAID NORTH LINE OF SECTION 6, A DISTANCE OF 480.00 FEET TO THE POINT OF BEGINNING; THENCE S.89°48'53"E., A DISTANCE OF 519.94 FEET; THENCE N.88°40'55"E., A DISTANCE OF 1741.85 FEET; THENCE S.01°19'05"E., A DISTANCE OF 26.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1400.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'32", A DISTANCE OF 544.70 FEET TO A POINT OF TANGENCY; THENCE S.20°58'27"W., A DISTANCE OF 448.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2060.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°18'46", A DISTANCE OF 730.32 FEET TO A POINT ON THE FUTURE NORTHERLY BOUNDARY LINE OF TOWN CENTER PARKWAY, PER PROPOSED PLAT OF TOWN CENTER PARKWAY - PHASE III AND RIVER BEND, OF SAID PUBLIC RECORDS; THENCE N.48°42'48"W., ALONG SAID FUTURE NORTHERLY BOUNDARY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE FUTURE NORTHWESTERLY RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY, AS SHOWN ON SAID PROPOSED PLAT OF TOWN CENTER PARKWAY - PHASE III AND RIVER BEND, ALSO A POINT OF A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 2010.00 FEET, AND A RADIAL BEARING OF N.48°42'48"W. AT SAID INTERSECTION; THENCE THE FOLLOWING SIX (6) COURSES BEING BY SAID FUTURE NORTHWESTERLY RIGHT-OF-WAY LINE: 1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°59'04", A DISTANCE OF 139.77 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 50.00 FEET; 2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'59", A DISTANCE OF 30.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 112.00 FEET; 3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°55'32", A DISTANCE OF 128.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 40.00 FEET; 4) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°59'24", A DISTANCE OF 25.13 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2010.00 FEET; 5) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'35", A DISTANCE OF 1536.89 FEET TO A POINT OF TANGENCY; 6) THENCE N.85°56'19"W., A DISTANCE OF 65.82 FEET TO THE NORTHEAST CORNER OF TOWN CENTER PARKWAY - PHASE II, AS RECORDED IN PLAT BOOK 126, PAGES 34 THROUGH 38, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO A POINT ON THE EASTERLY LINE OF MEADOWS OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK 127, PAGES 140 THROUGH 153, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES BEING BY SAID

EASTERLY BOUNDARY LINE OF MEADOWS OF WESTLAKE - PHASE I: 1) THENCE N.04°03'38"E., A DISTANCE OF 40.27 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 128.00 FEET, AND A RADIAL BEARING OF N.06°44'44"W. AT SAID INTERSECTION; 2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°04'10", A DISTANCE OF 185.58 FEET TO A POINT OF TANGENCY; 3) THENCE N.00°11'07"E., A DISTANCE OF 2035.51 FEET TO THE POINT OF BEGINNING.

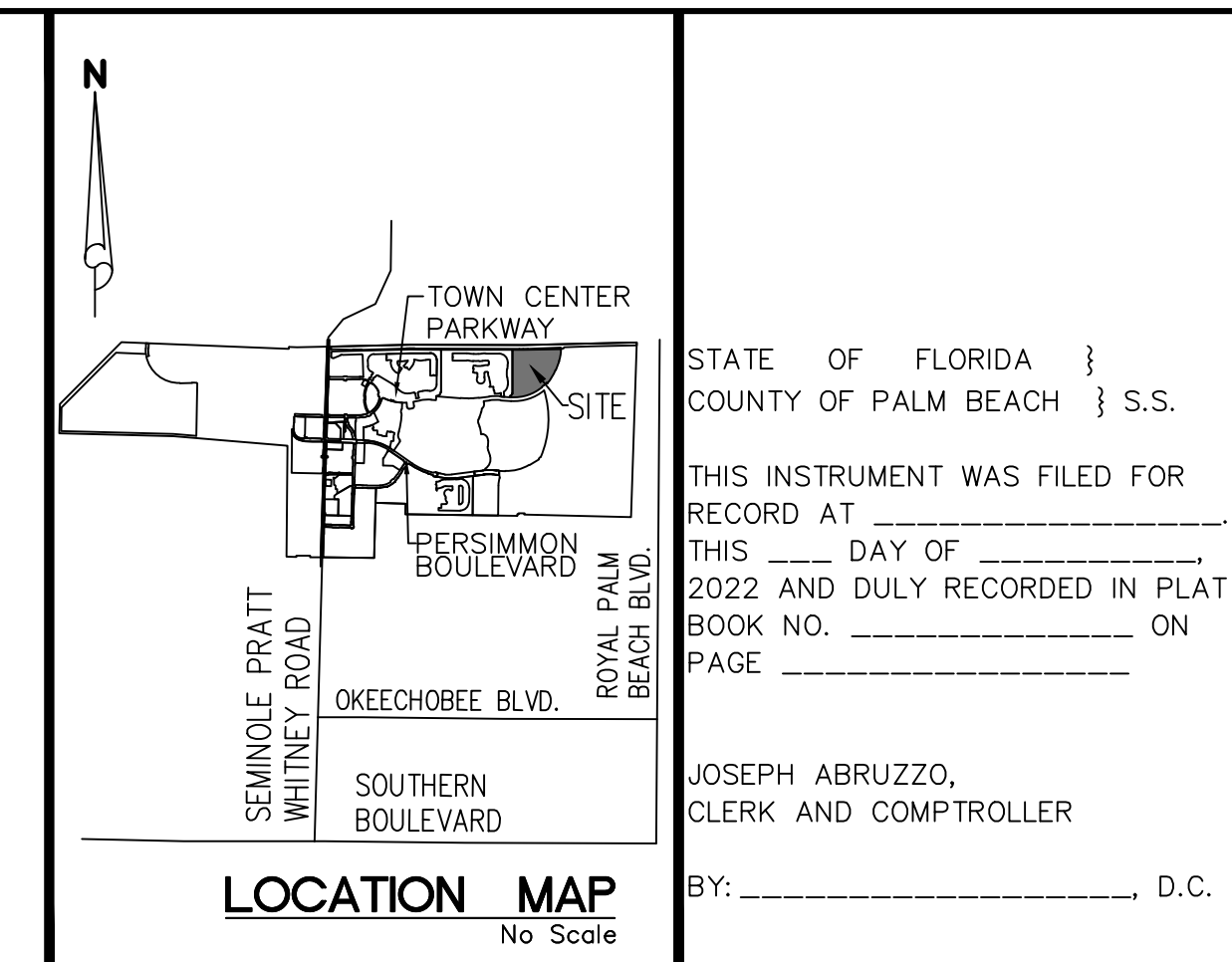
CONTAINING: 3,952,226 SQUARE FEET OR 90.731 ACRES, MORE OR LESS.

Exhibit 'B'
WOODLANDS OF WESTLAKE
PLAT

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WOODLANDS OF WESTLAKE

BEING A PORTION OF SECTIONS 5 AND 6, ALL IN
TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



OPEN SPACE TRACTS

TRACTS O.S.T. #1 THROUGH O.S.T. #10, O.S.T. #12 AND O.S.T. #13, AS SHOWN HEREON, ARE HEREBY DEDICATED TO WOODLANDS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE, FOR OPEN SPACE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

OPEN SPACE TRACTS

TRACT O.S.T. #11, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, IN FEE SIMPLE, FOR OPEN SPACE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

LIFT STATION EASEMENT

LIFT STATION EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

FORCE MAIN EASEMENT

FORCE MAIN EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

WATER MAIN EASEMENT

WATER MAIN EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

WATER MANAGEMENT TRACTS

WATER MANAGEMENT TRACTS W.M.T. #1 THROUGH W.M.T. #4, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

LAKE MAINTENANCE ACCESS EASEMENTS

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

UTILITY EASEMENTS

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

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

DRAINAGE EASEMENTS

THE 20-FOOT-WIDE DRAINAGE EASEMENTS (D.E.) AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY TO THE SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY FOR DRAINAGE PURPOSES. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE SEMINOLE IMPROVEMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

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

IN WITNESS WHEREOF, MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS _____ DAY OF _____, 2022.

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

PRINT NAME: _____ BY: _____

WITNESS: _____ JOHN F. CARTER, MANAGER

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY JOHN CARTER, AS MANAGER FOR MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ SIGNATURE _____

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, HEREBY ACCEPTS THE DEDICATIONS AND RESERVATIONS TO SAID DISTRICT AS STATED AND SHOWN HEREON, AND ITS MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS DEDICATION, DATED THIS _____ DAY OF _____, 2022.

WITNESS: _____ SEMINOLE IMPROVEMENT DISTRICT
AN INDEPENDENT SPECIAL DISTRICT
OF THE STATE OF FLORIDA

PRINT NAME: _____ BY: _____
SCOTT MASSEY, PRESIDENT

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

MY COMMISSION EXPIRES: _____ SIGNATURE _____

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

WOODLANDS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS THE DEDICATIONS AND RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 2022.

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

PRINT NAME: _____ BY: _____
JOHN CARTER, PRESIDENT

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY JOHN CARTER, AS PRESIDENT FOR WOODLANDS OF WESTLAKE HOMEOWNERS ASSOCIATION, INC., ON BEHALF OF THE ASSOCIATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ SIGNATURE _____

(PRINT NAME) - NOTARY PUBLIC

(SEAL)

SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS ("P.C.P.'S"), AND MONUMENTS ACCORDING TO SEC. 177.09(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF WESTLAKE FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CITY OF WESTLAKE, FLORIDA.

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

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

DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS WOODLANDS OF WESTLAKE, BEING A PORTION OF SECTIONS 5 AND 6, ALL IN TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

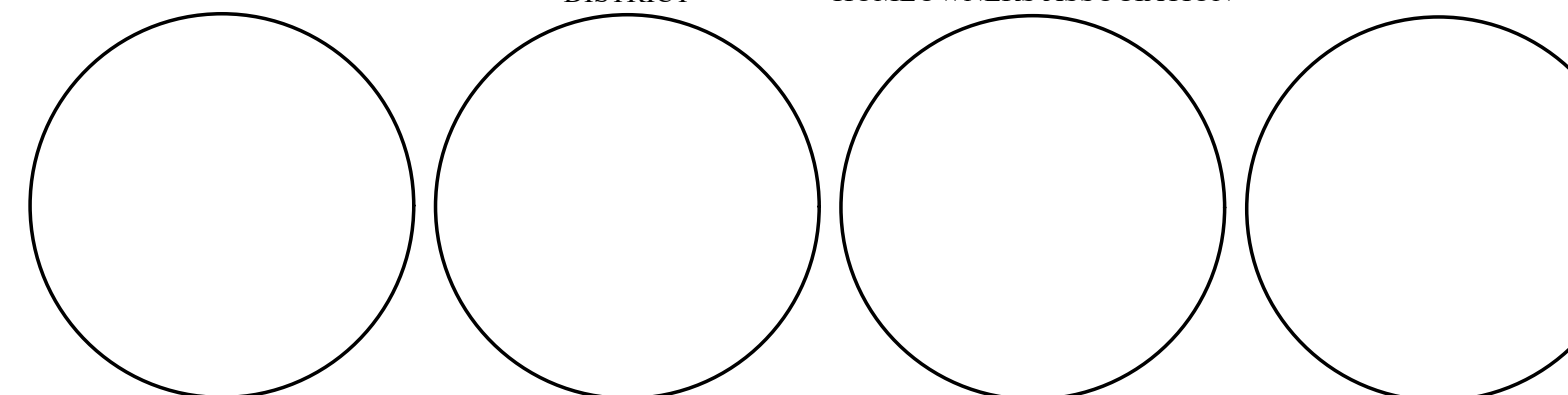
COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.89°48'53"E. ALONG THE NORTH RIGHT-OF-WAY LINE OF THE M-CANAL, PER DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING THE NORTH BOUNDARY LINE OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, A DISTANCE OF 4756.58 FEET; THENCE S.00°11'07"W., DEPARTING SAID NORTH LINE OF SECTION 6, A DISTANCE OF 480.00 FEET TO THE **POINT OF BEGINNING**; THENCE S.89°48'53"E., A DISTANCE OF 519.04 FEET; THENCE N.88°40'55"E., A DISTANCE OF 1741.85 FEET; THENCE S.01°19'05"E., A DISTANCE OF 26.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1400.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'32", A DISTANCE OF 544.70 FEET TO A POINT OF TANGENCY; THENCE S.20°58'27"W., A DISTANCE OF 448.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2060.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°18'46", A DISTANCE OF 730.32 FEET TO A POINT ON THE FUTURE NORTHERLY BOUNDARY LINE OF TOWN CENTER PARKWAY, PER PROPOSED PLAT OF TOWN CENTER PARKWAY - PHASE III AND RIVER BEND, OF SAID PUBLIC RECORDS; THENCE N.48°42'48"W., ALONG SAID FUTURE NORTHERLY BOUNDARY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE FUTURE NORTHWESTERLY RIGHT-OF-WAY LINE OF TOWN CENTER PARKWAY, AS SHOWN ON SAID PROPOSED PLAT OF TOWN CENTER PARKWAY - PHASE III AND RIVER BEND, ALSO A POINT OF A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 2010.00 FEET, AND A RADIAL BEARING OF N.48°42'48"W. AT SAID INTERSECTION; THENCE THE FOLLOWING SIX (6) COURSES BEING BY SAID FUTURE NORTHWESTERLY RIGHT-OF-WAY LINE: 1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°59'04", A DISTANCE OF 139.77 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 50.00 FEET; 2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'59", A DISTANCE OF 30.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 112.00 FEET; 3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°55'32", A DISTANCE OF 128.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 40.00 FEET; 4) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°59'24", A DISTANCE OF 25.13 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 2010.00 FEET; 5) THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'35", A DISTANCE OF 1536.89 FEET TO A POINT OF TANGENCY; 6) THENCE N.85°56'19"W., A DISTANCE OF 65.82 FEET TO THE NORTHEAST CORNER OF TOWN CENTER PARKWAY - PHASE II, AS RECORDED IN PLAT BOOK 126, PAGES 34 THROUGH 38, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO A POINT ON THE EASTERLY LINE OF MEADOWS OF WESTLAKE - PHASE I, AS RECORDED IN PLAT BOOK 127, PAGES 140 THROUGH 153, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES BEING BY SAID EASTERLY BOUNDARY LINE OF MEADOWS OF WESTLAKE - PHASE I: 1) THENCE N.04°03'38"E., A DISTANCE OF 40.27 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 128.00 FEET, AND A RADIAL BEARING OF N.06°44'44"W. AT SAID INTERSECTION; 2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°04'10", A DISTANCE OF 185.58 FEET TO A POINT OF TANGENCY; 3) THENCE N.00°11'07"E., A DISTANCE OF 2035.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 3,952.226 SQUARE FEET OR 90.731 ACRES, MORE OR LESS.

ROAD RIGHT-OF-WAY

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

MINTO PBLH, LLC SEMINOLE IMPROVEMENT DISTRICT WOODLANDS OF WESTLAKE HOMEOWNERS ASSOCIATION SURVEYOR'S SEAL



GeoPoint
Surveying, Inc.

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

Sheet No. 1 of 12 Sheets

WOODLANDS OF WESTLAKE

BEING A PORTION OF SECTIONS 5 AND 6, ALL IN
TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

CITY OF WESTLAKE'S APPROVAL

THIS CERTIFIES THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE BY A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____ 2022, IN ACCORDANCE WITH SEC. 177.071(2), F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH SEC. 177.081(1), F.S.

ATTEST: _____
CITY MANAGER, KEN CASSEL

BY: _____
CITY MAYOR, JOHN PAUL O'CONNOR

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF _____

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

DATED: _____

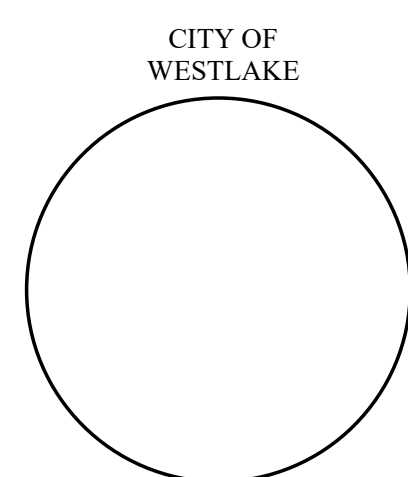
HARRY BINNIE, PRESIDENT, FOUNDERS TITLE

AREA TABULATION (IN ACRES)

SINGLE FAMILY LOTS (149 LOTS):	44.155
ROADWAY TRACT (TRACT "A"):	10.309
OPEN SPACE TRACT #1:	0.562
OPEN SPACE TRACT #2:	0.497
OPEN SPACE TRACT #3:	0.286
OPEN SPACE TRACT #4:	0.225
OPEN SPACE TRACT #5:	0.312
OPEN SPACE TRACT #6:	0.174
OPEN SPACE TRACT #7:	0.476
OPEN SPACE TRACT #8:	0.069
OPEN SPACE TRACT #9:	0.078
OPEN SPACE TRACT #10:	2.714
OPEN SPACE TRACT #11:	1.986
OPEN SPACE TRACT #12:	0.937
OPEN SPACE TRACT #13:	0.069
WATER MANAGEMENT TRACT #1:	0.851
WATER MANAGEMENT TRACT #2:	11.188
WATER MANAGEMENT TRACT #3:	5.602
WATER MANAGEMENT TRACT #4:	10.241
TOTAL ACRES, MORE OR LESS:	90.731

SURVEYORS NOTES

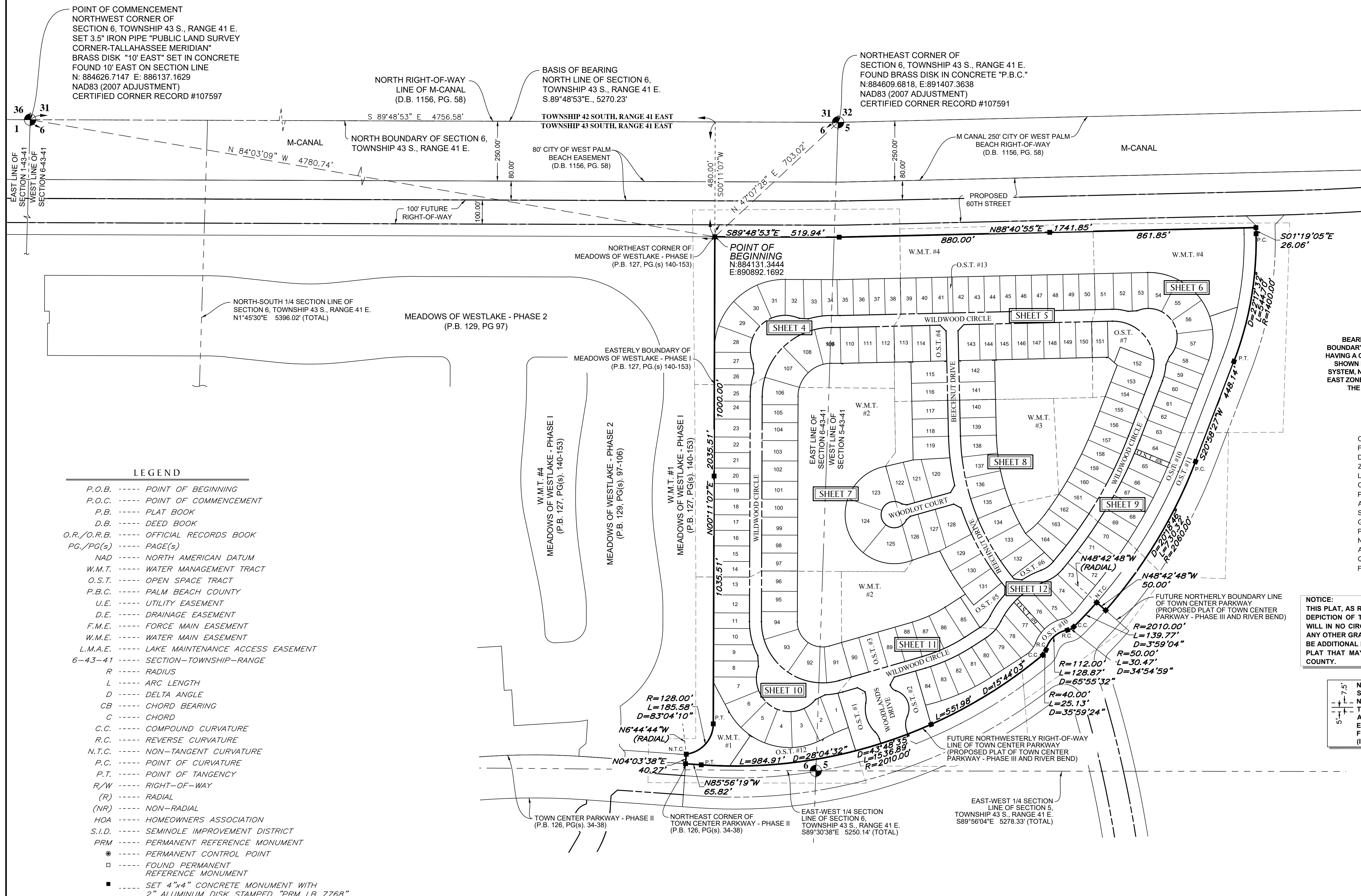
- PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: "■" = A 1 1/2" BRASS DISK STAMPED "PRM LB7768" SET IN A 4"x4"x24" CONCRETE MONUMENT. PERMANENT CONTROL POINTS ARE SHOWN AS THUS: "●" = A MAGNETIC NAIL AND DISK STAMPED "PCP LB7768". (UNLESS OTHERWISE NOTED)
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, HAVING A GRID BEARING OF S.89°48'53"E. BEARINGS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83 / '07) FOR THE EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83 / '90).
- NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY OR SEMINOLE IMPROVEMENT DISTRICT APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WHERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS OVERLAP.
- THE BUILDING SETBACKS SHALL BE AS REQUIRED BY THE CITY OF WESTLAKE ZONING REGULATIONS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
- ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
- COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE GRID
DATUM = NAD83 2007 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FEET
COORDINATE SYSTEM = 1983 STATE PLANE
PROJECTION = TRANSVERSE MERCATOR
ALL DISTANCES ARE GROUND
SCALE FACTOR: 1.0000
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
PLAT BEARING = GRID BEARING
NO ROTATION
ALL TIES TO SECTION CORNERS AND QUARTER CORNERS ARE GENERATED FROM MEASURED VALUES



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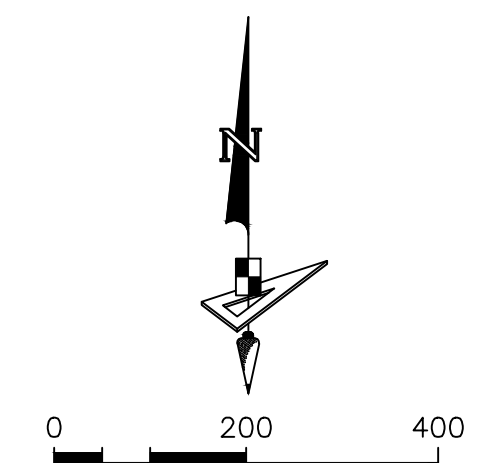
WOODLANDS OF WESTLAKE

BEING A PORTION OF SECTIONS 5 AND 6, ALL IN
TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.



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

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



SCALE: 1" = 200'
KEY SHEET

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

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH
BOUNDARY OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
HAVING A GRID BEARING OF S.89°48'53"E. (MEASURED). BEARINGS
SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE
SYSTEM, NORTH AMERICA DATUM OF 1983 (NAD 83 - '07) FOR THE
EAST ZONE OF FLORIDA. SAID BASIS OF BEARING IS THE SAME IN
THE NORTH AMERICAN DATUM OF 1983 (NAD 83 - '90).

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

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

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

- LEGEND**
- P.O.B. ----- POINT OF BEGINNING
 - P.O.C. ----- POINT OF COMMENCEMENT
 - P.B. ----- PLAT BOOK
 - D.B. ----- DEED BOOK
 - O.R./O.R.B. ----- OFFICIAL RECORDS BOOK
 - PG./PG(s) ----- PAGE(S)
 - NAD ----- NORTH AMERICAN DATUM
 - W.M.T. ----- WATER MANAGEMENT TRACT
 - O.S.T. ----- OPEN SPACE TRACT
 - P.B.C. ----- PALM BEACH COUNTY
 - U.E. ----- UTILITY EASEMENT
 - D.E. ----- DRAINAGE EASEMENT
 - F.M.E. ----- FORCE MAIN EASEMENT
 - W.M.E. ----- WATER MAIN EASEMENT
 - L.M.A.E. ----- LAKE MAINTENANCE ACCESS EASEMENT
 - 6-43-41 ----- SECTION-TOWNSHIP-RANGE
 - R ----- RADIUS
 - L ----- ARC LENGTH
 - D ----- DELTA ANGLE
 - CB ----- CHORD BEARING
 - C ----- CHORD
 - C.C. ----- COMPOUND CURVATURE
 - R.C. ----- REVERSE CURVATURE
 - N.T.C. ----- NON-TANGENT CURVATURE
 - P.C. ----- POINT OF CURVATURE
 - P.T. ----- POINT OF TANGENCY
 - R/W ----- RIGHT-OF-WAY
 - (R) ----- RADIAL
 - (NR) ----- NON-RADIAL
 - HOA ----- HOMEOWNERS ASSOCIATION
 - S.I.D. ----- SEMINOLE IMPROVEMENT DISTRICT
 - PRM ----- PERMANENT REFERENCE MONUMENT
 - ----- PERMANENT CONTROL POINT
 - ----- FOUND PERMANENT REFERENCE MONUMENT
 - ----- SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"



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Licensed Business Number LB 7768

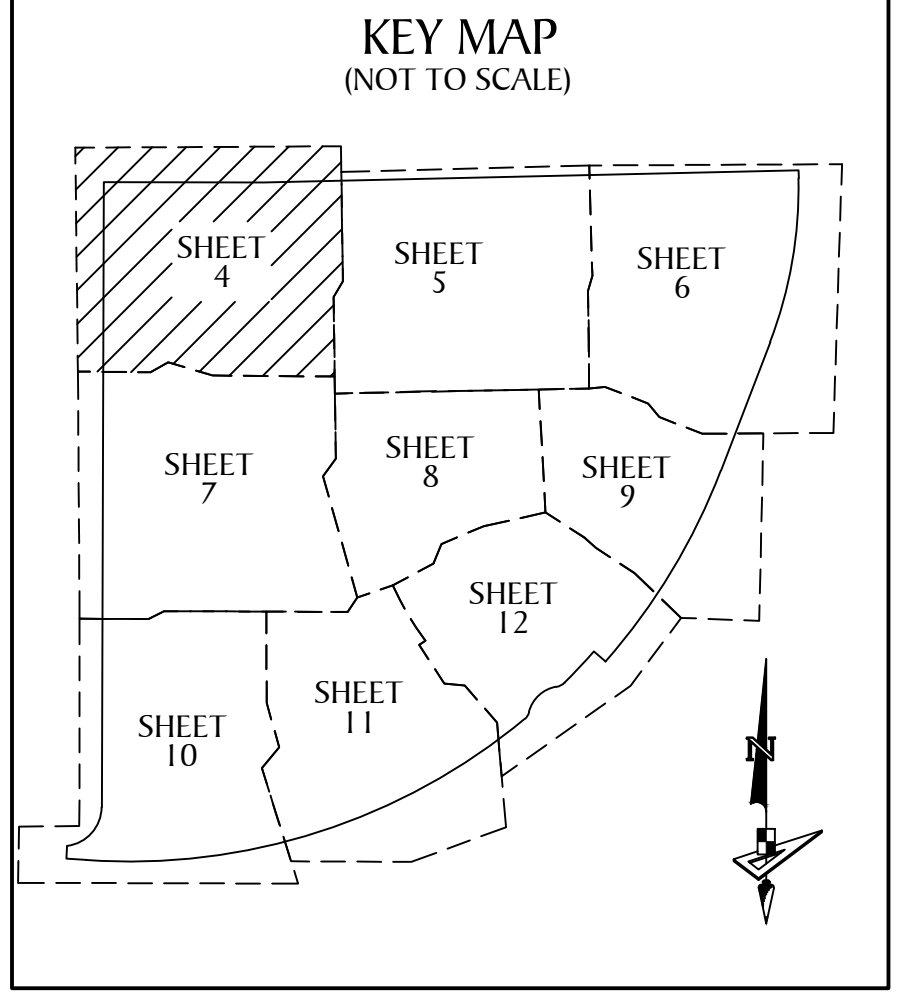
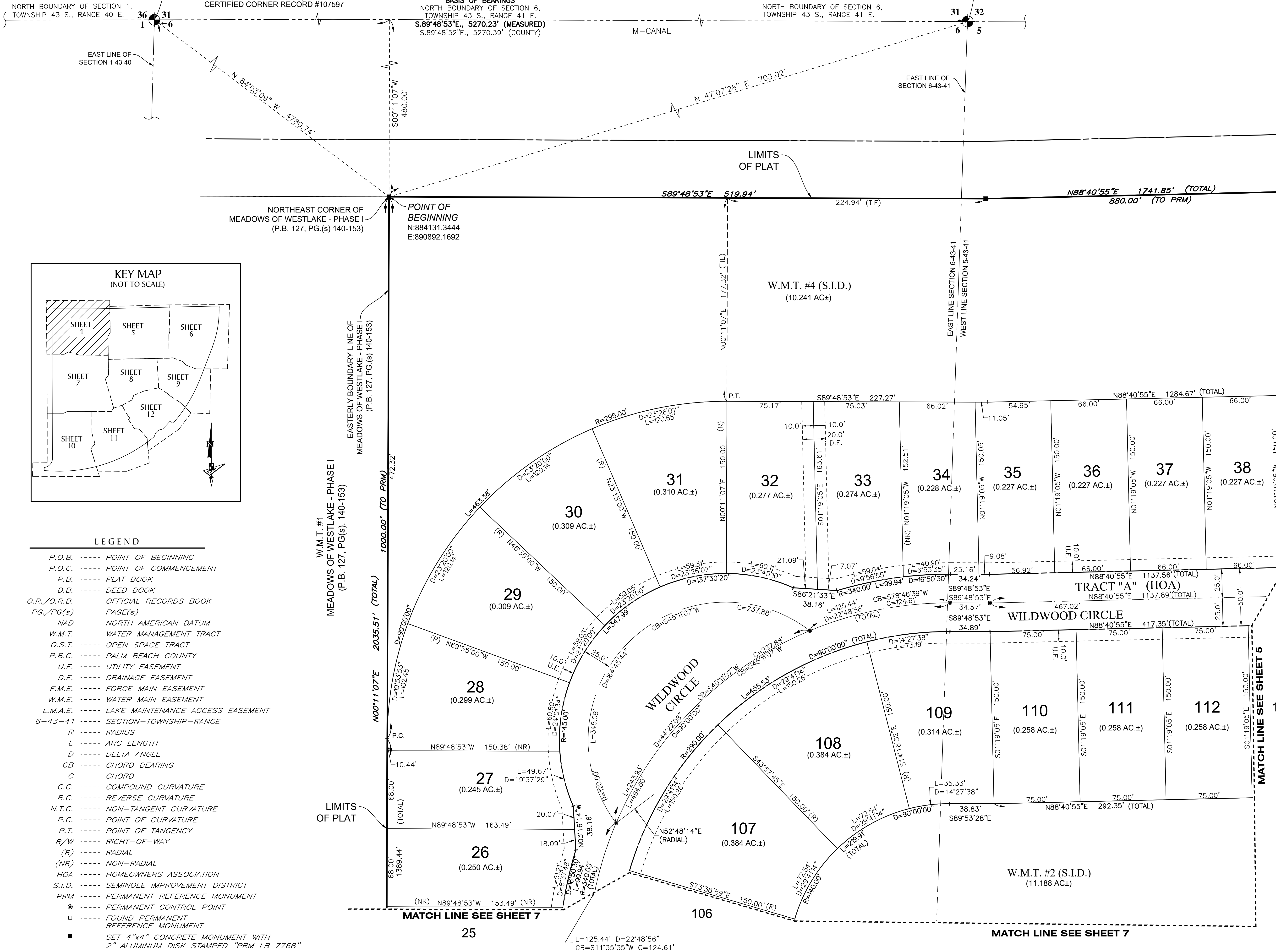
WOODLANDS OF WESTLAKE

BEING A PORTION OF SECTIONS 5 AND 6, ALL IN
TOWNSHIP 43 SOUTH, RANGE 41 EAST,
CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

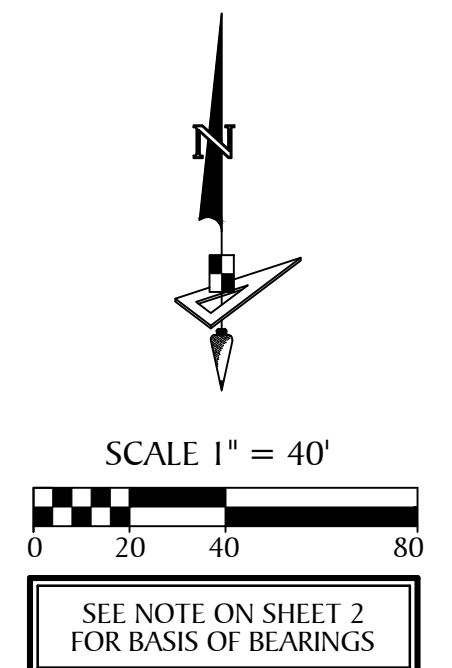
POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 6,
TOWNSHIP 43 S., RANGE 41 E.
SET 3.5" IRON PIPE "PUBLIC LAND SURVEY
CORNER-TALLAHASSEE MERIDIAN"
BRASS DISK "10' EAST" SET IN CONCRETE
FOUND 10' EAST ON SECTION LINE
N: 884626.7147 / E: 886137.1629
NAD83 (2007 ADJUSTMENT)
CERTIFIED CORNER RECORD #107597

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

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



- LEGEND**
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GeoPoint
Surveying, Inc.

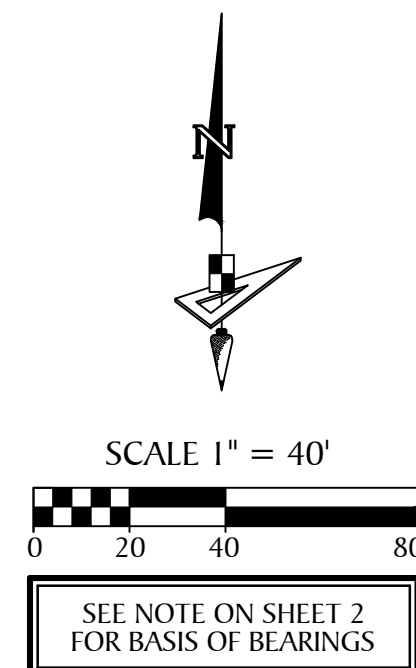
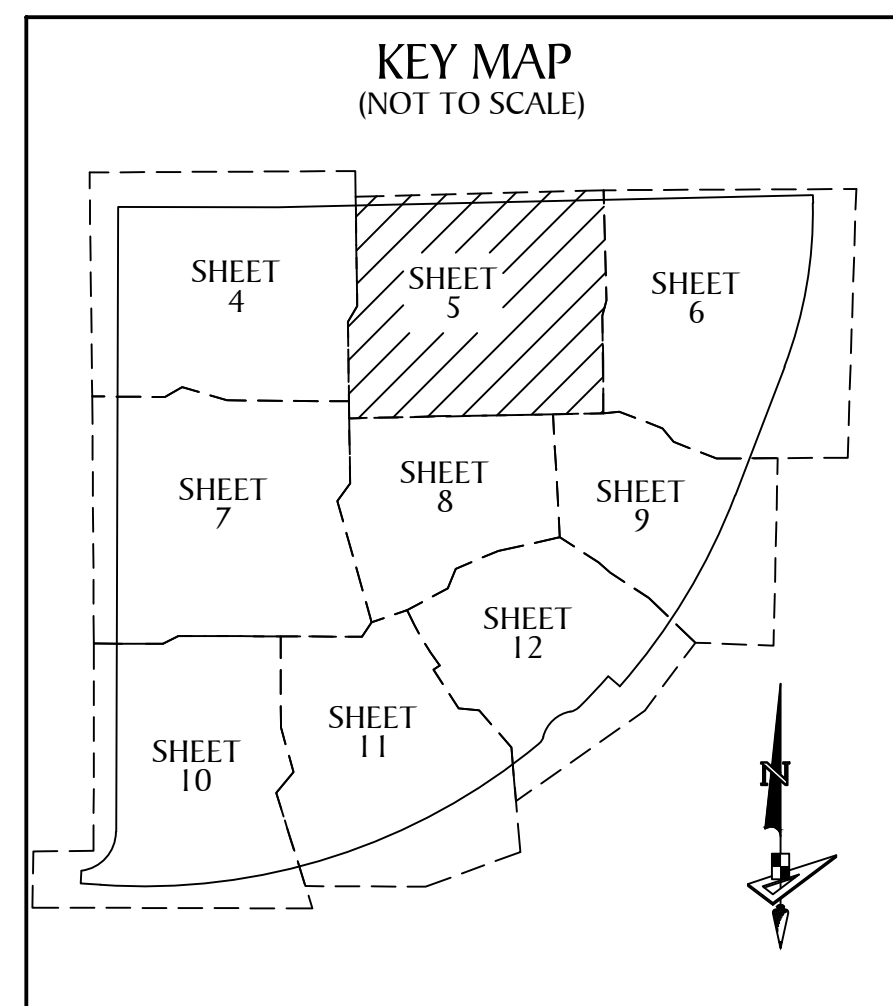
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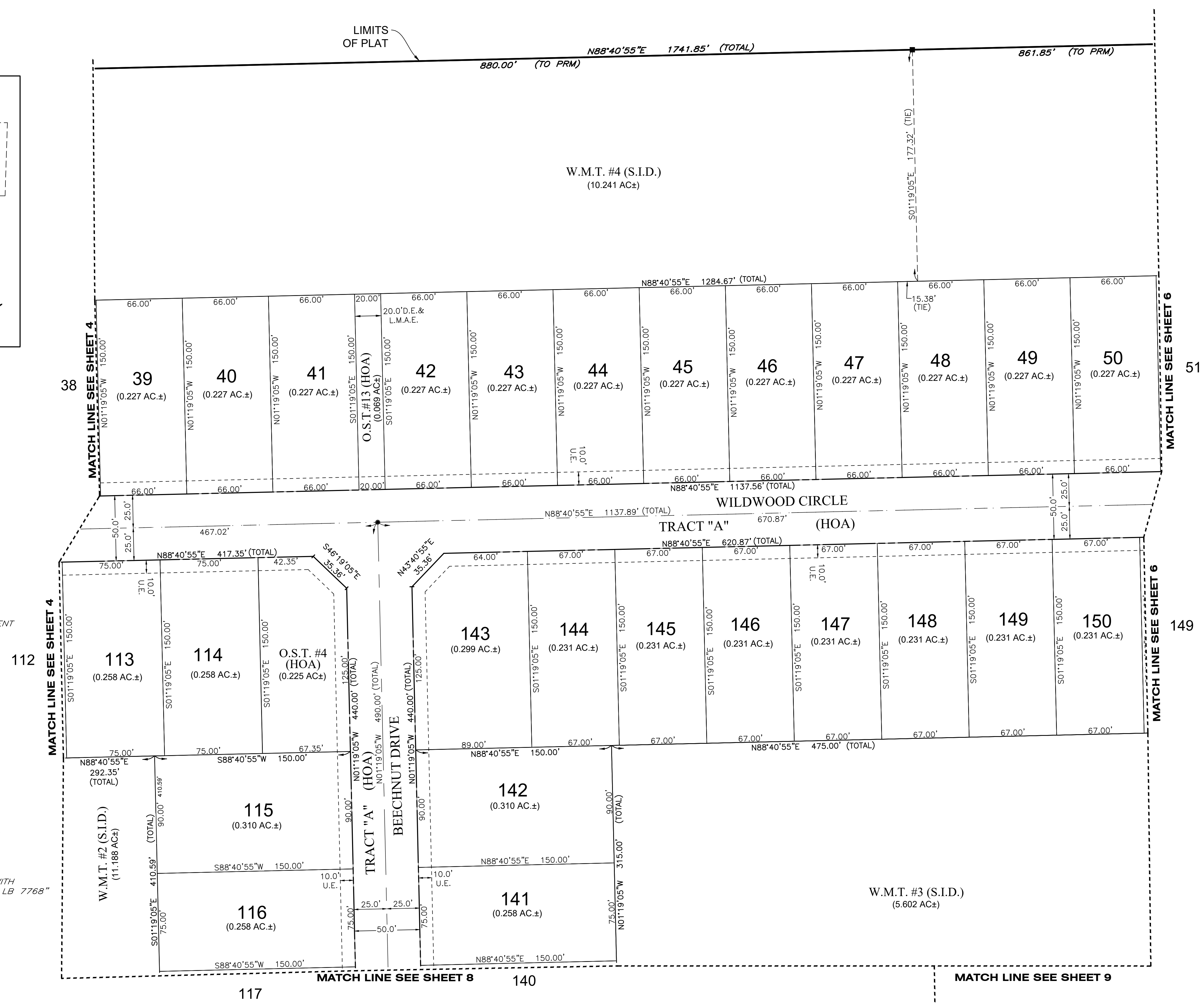
Sheet No. 4 of 12 Sheets

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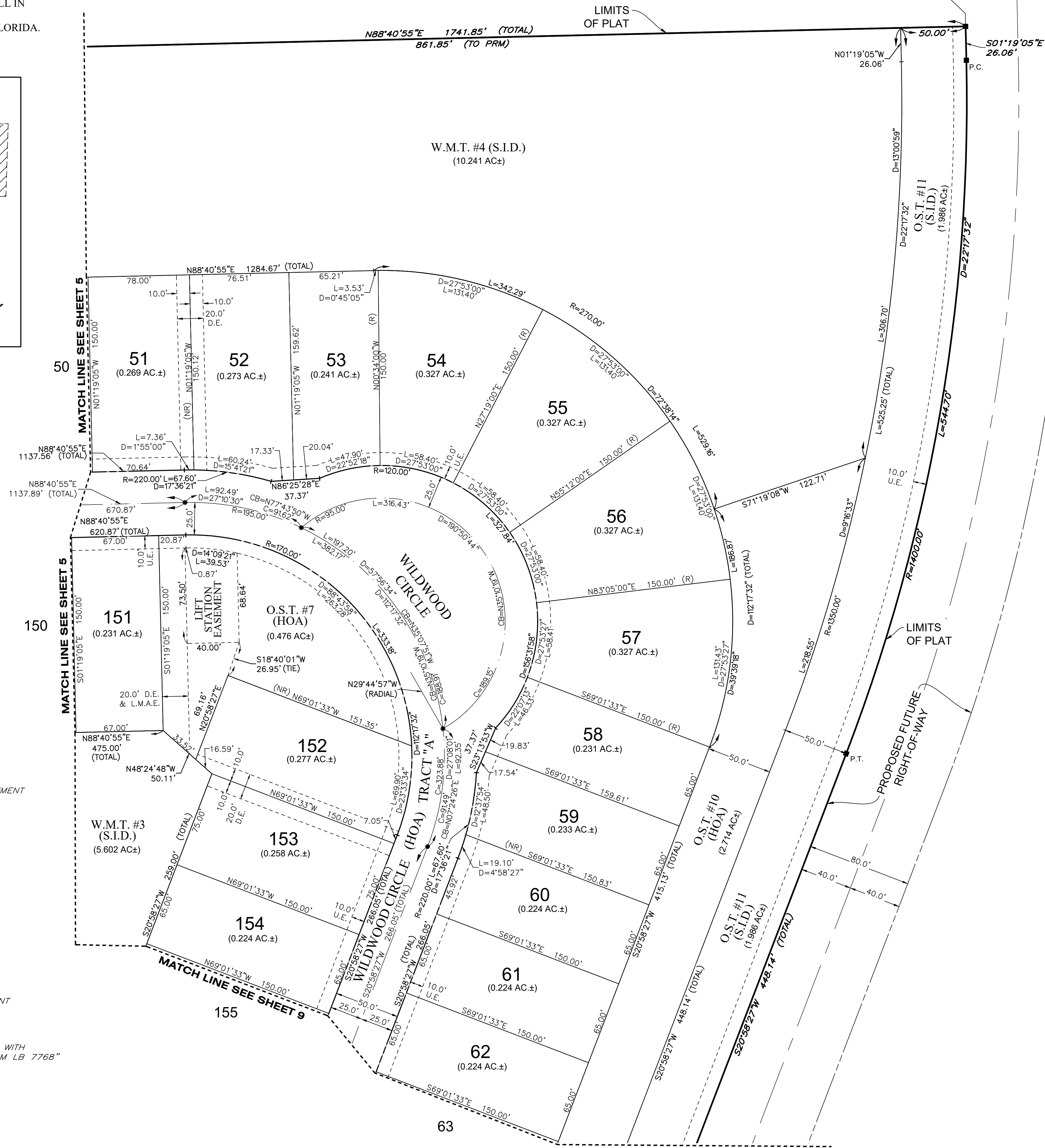
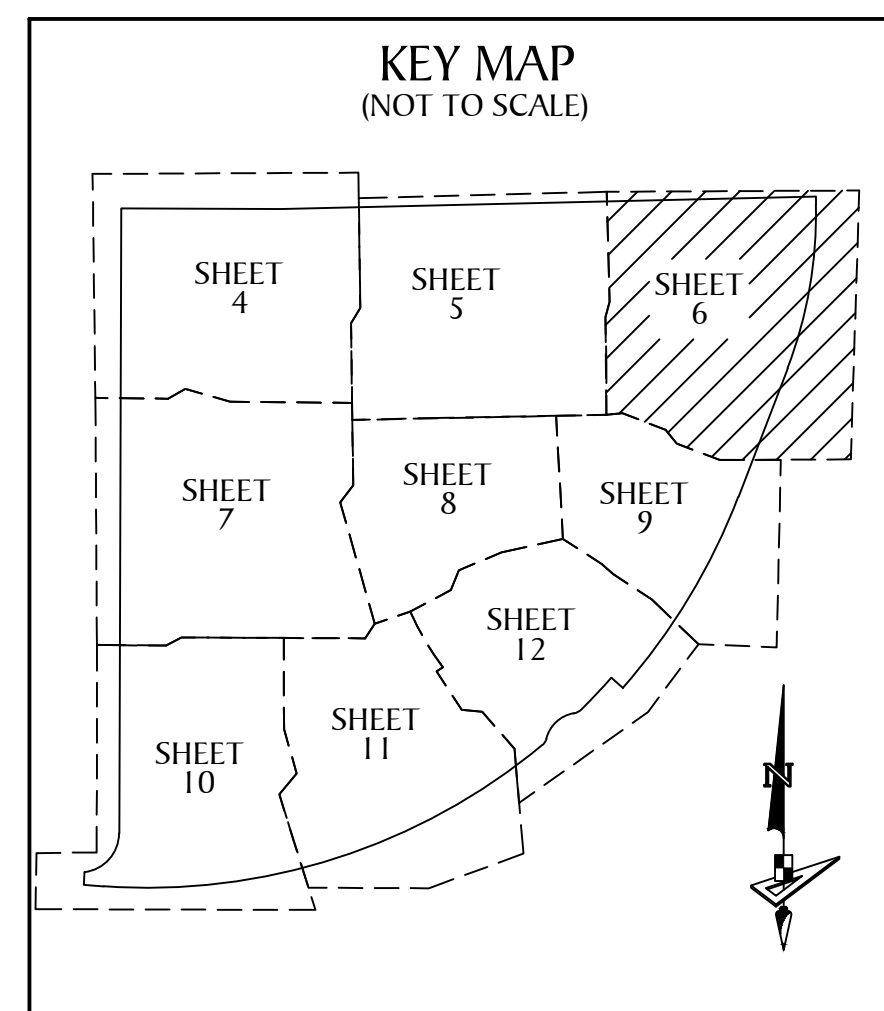
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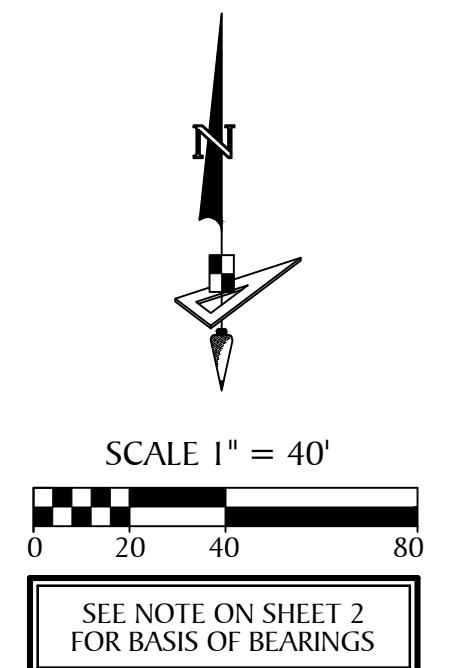
4152 W. Blue Heron Blvd. Phone: (561) 444-2720
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Riviera Beach, FL 33404 Licensed Business Number LB 7768

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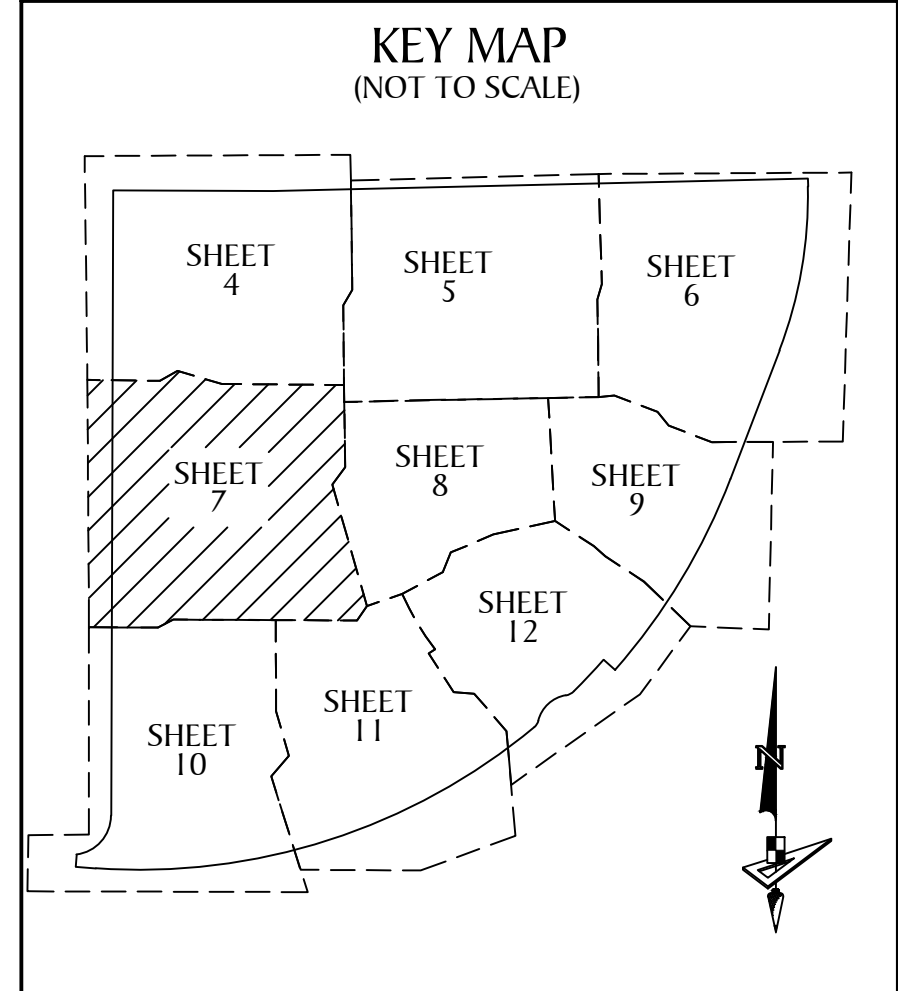
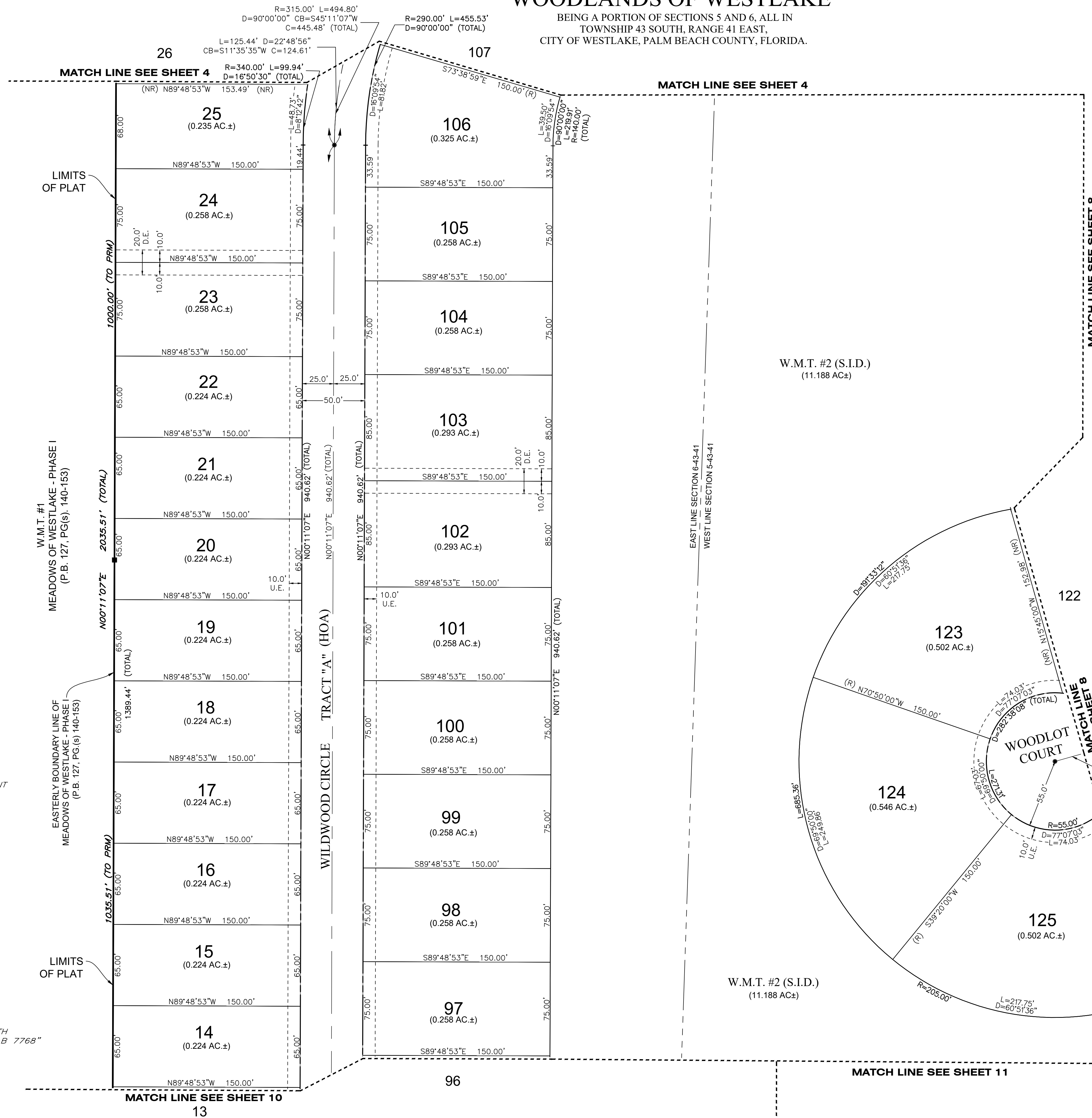
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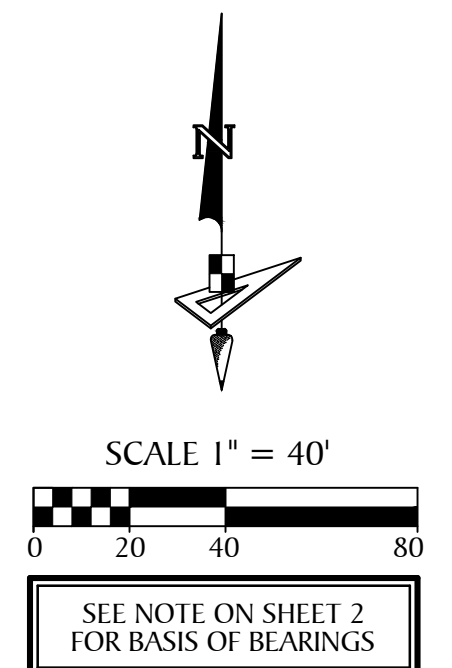
Sheet No. 6 of 12 Sheets

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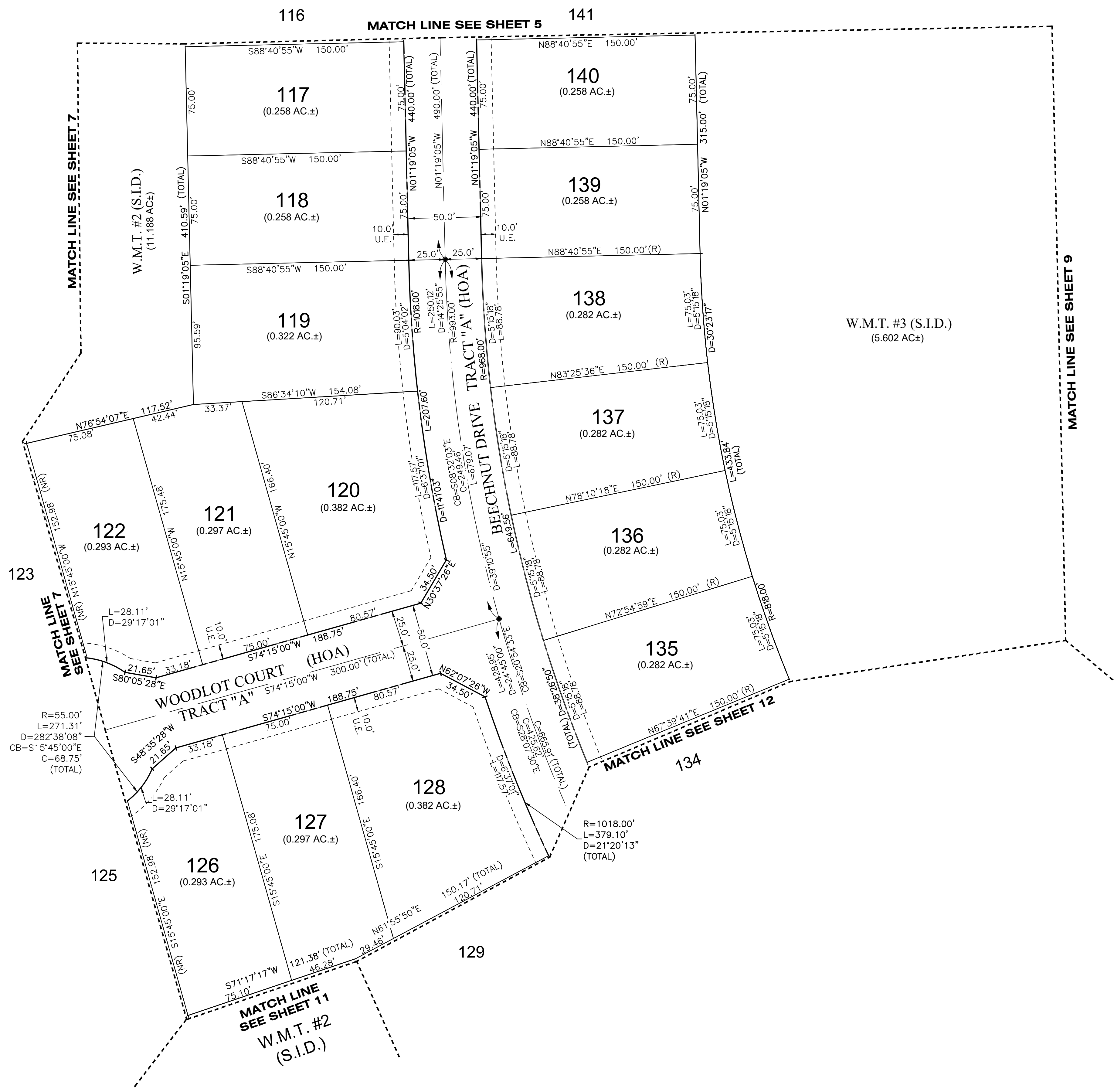
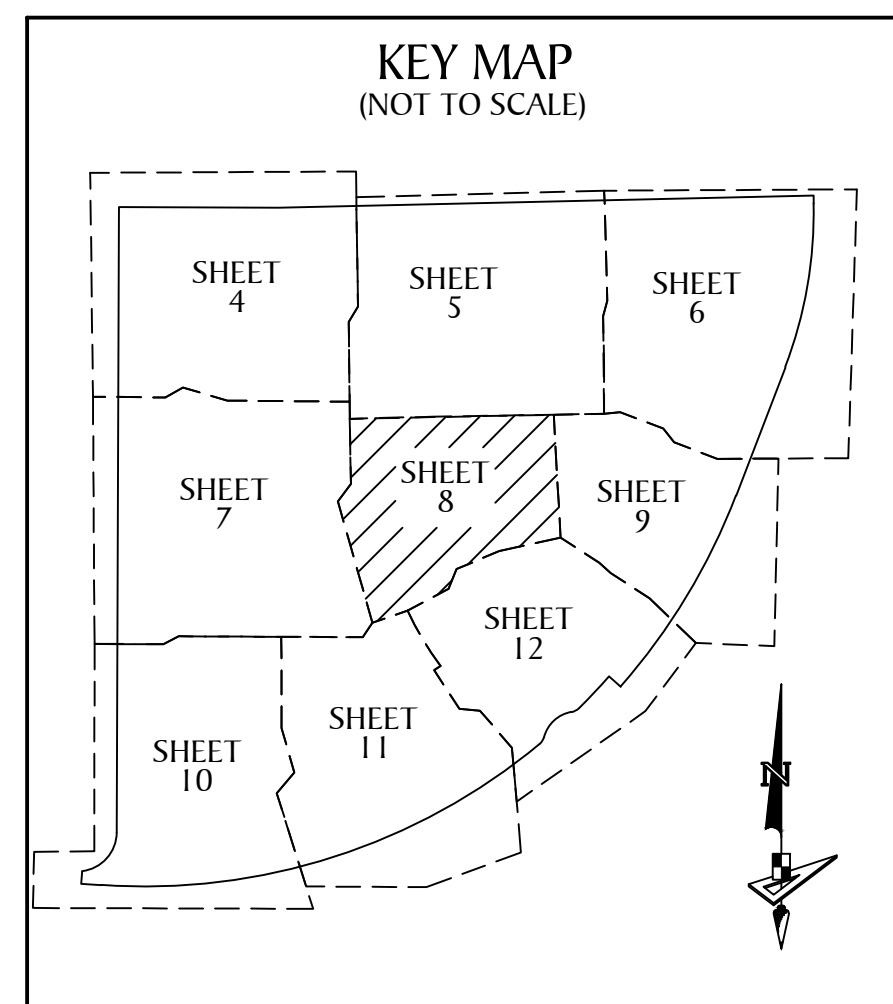


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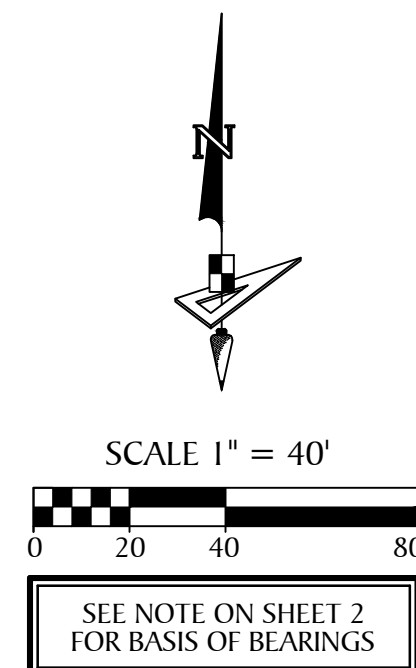


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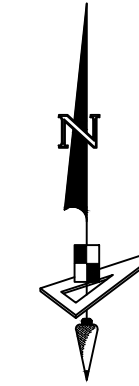
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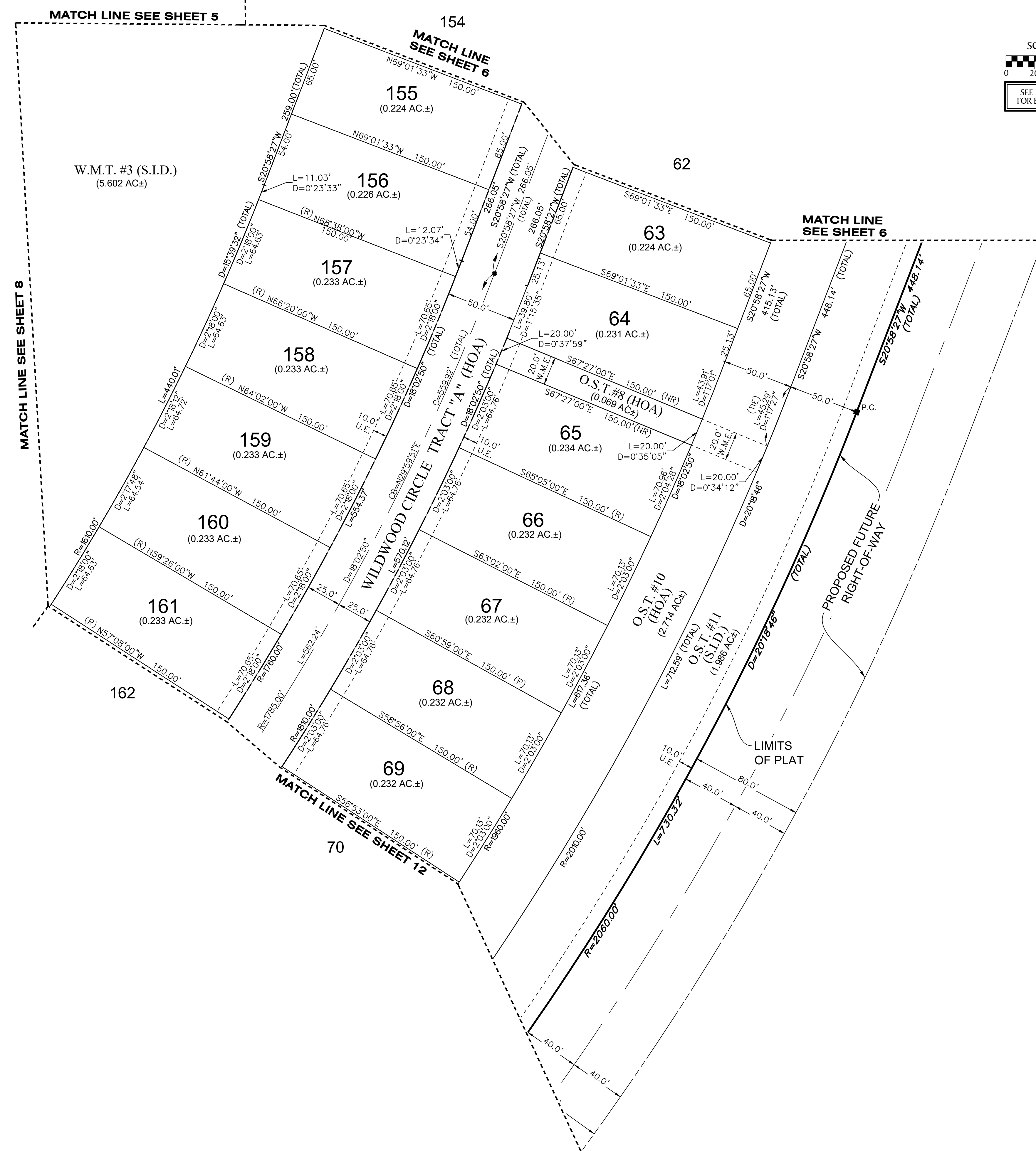
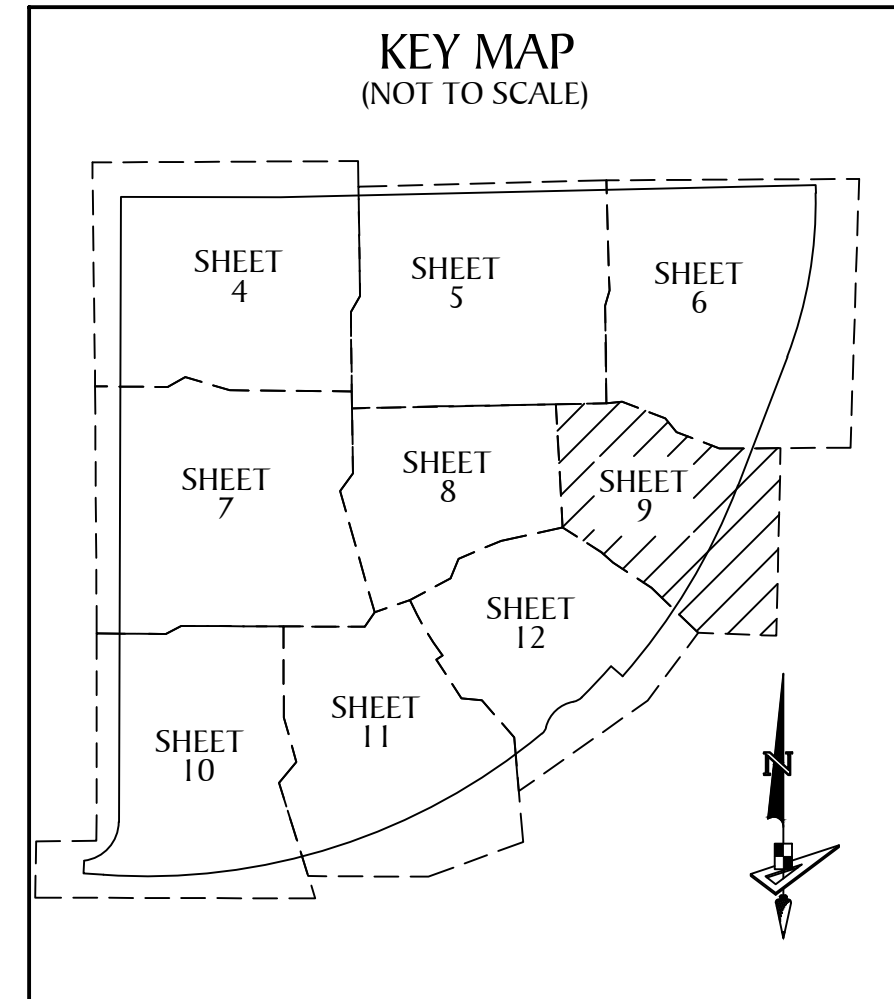
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SCALE 1" = 40'
0 20 40 80
SEE NOTE ON SHEET 2
FOR BASIS OF BEARINGS



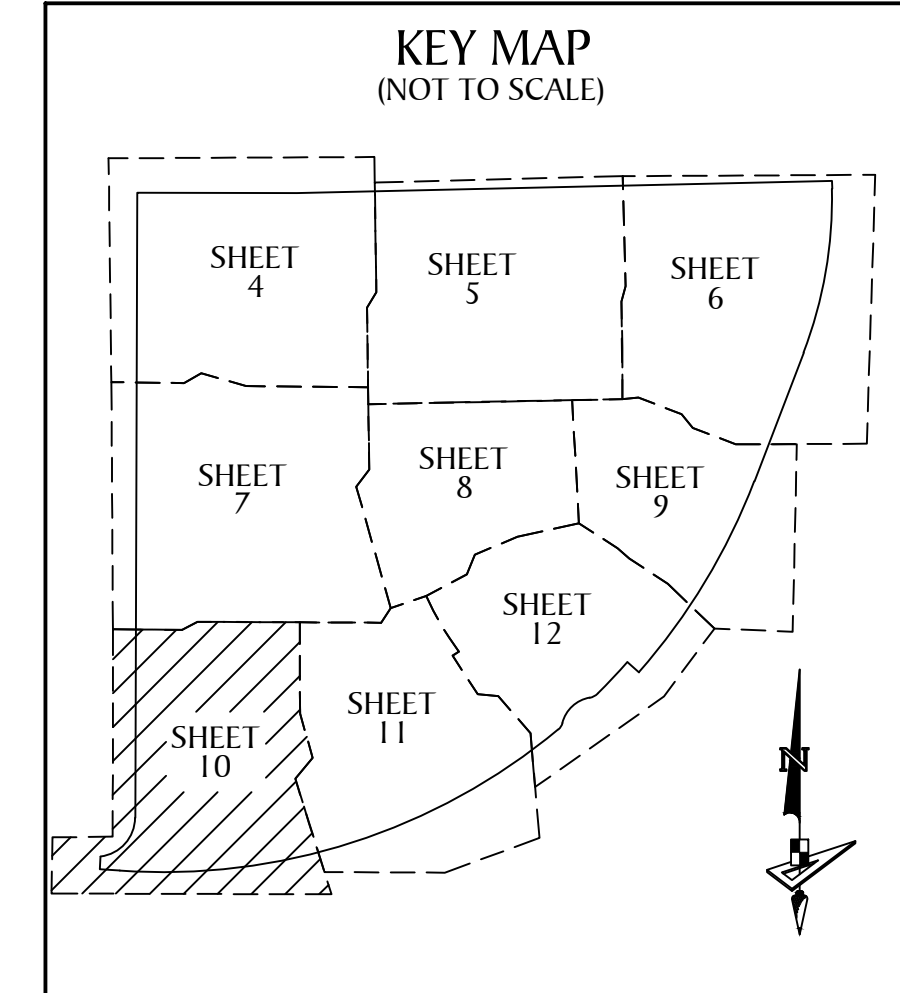
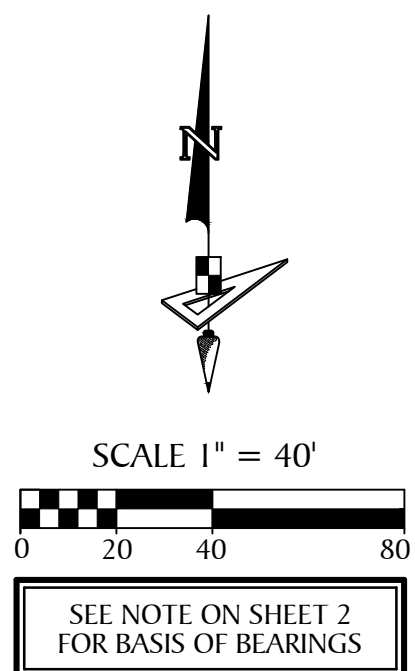
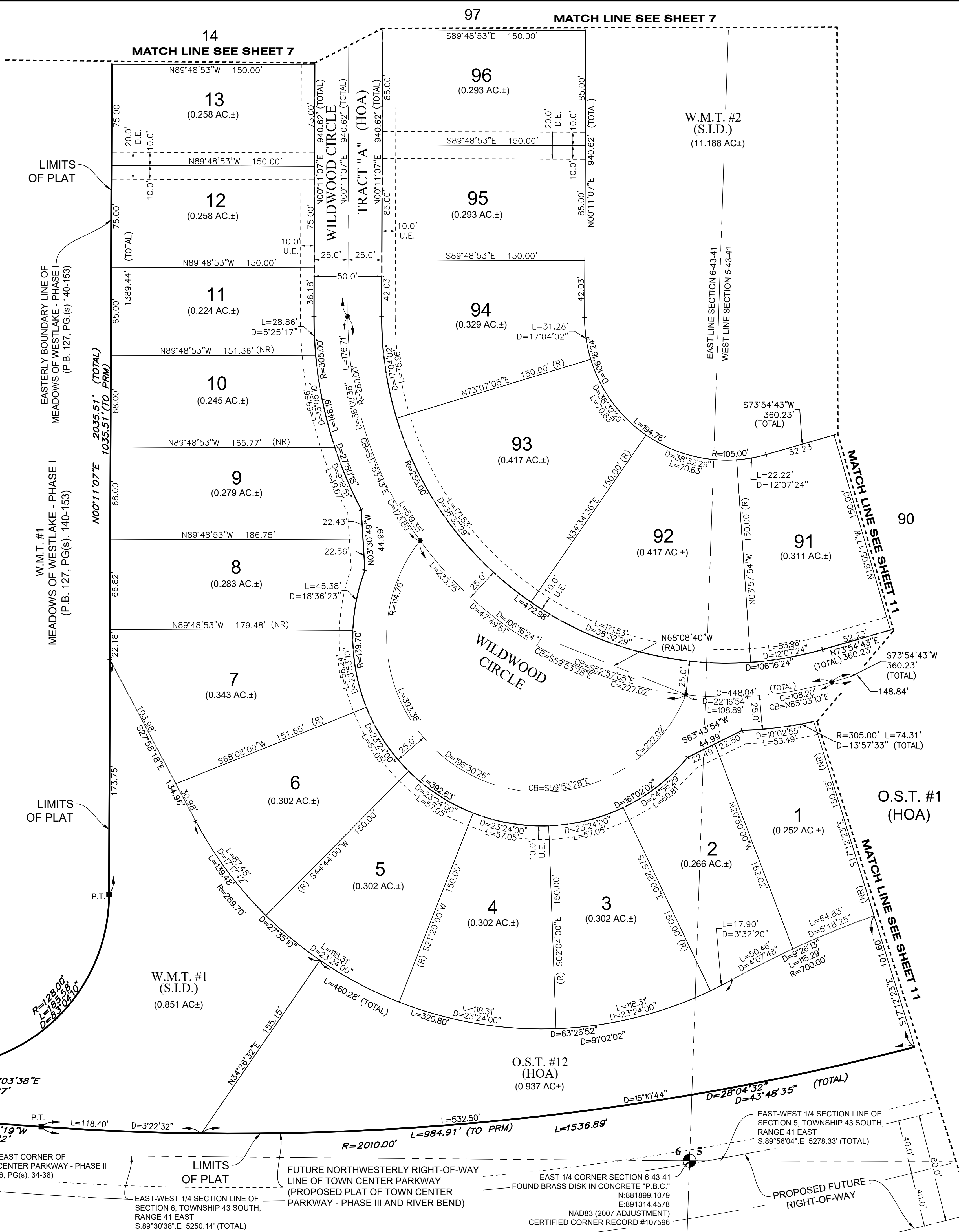
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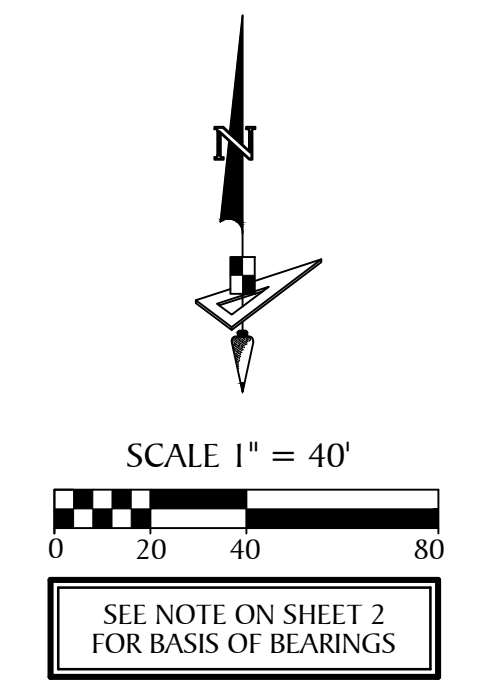
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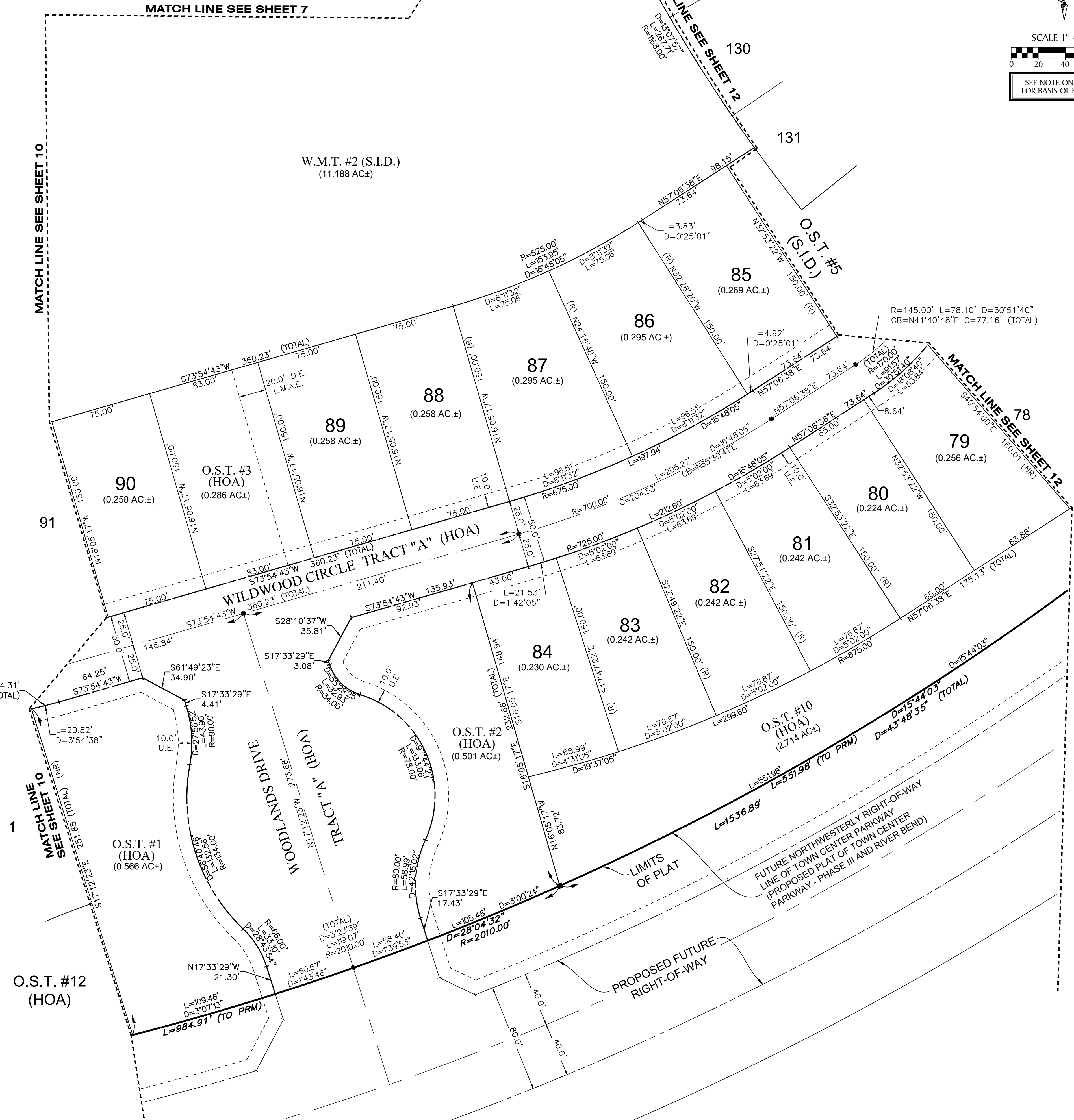
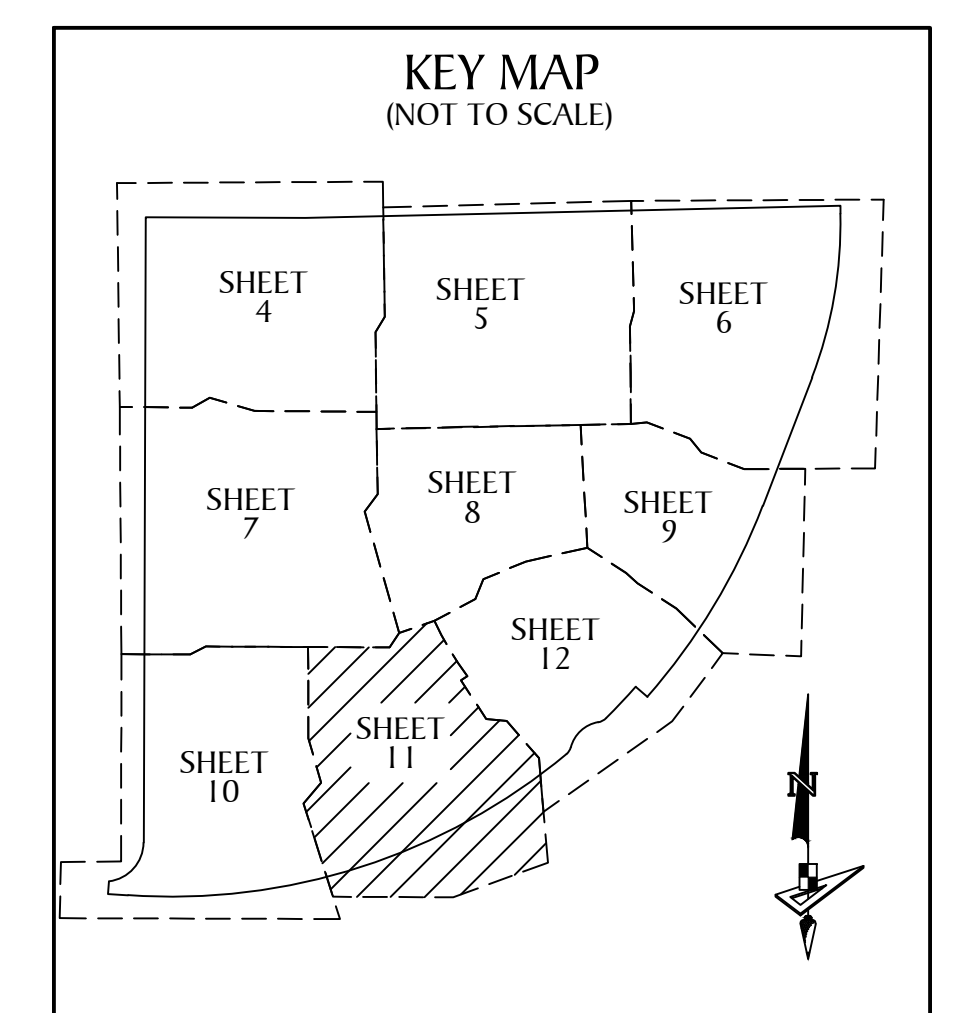
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126
MATCH LINE
SEE SHEET 8
127
S71°17'17"W
121.38'

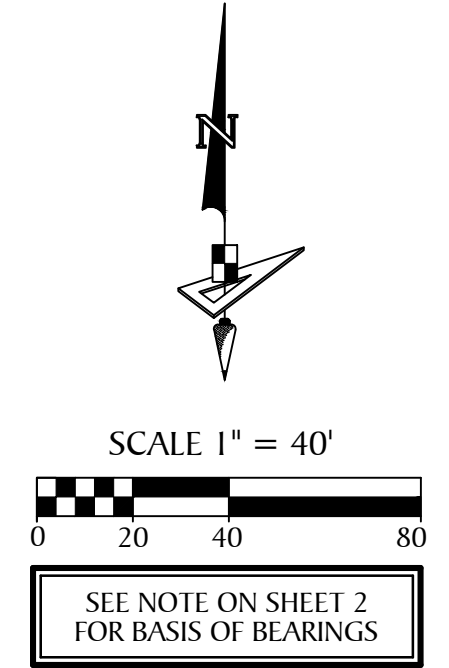
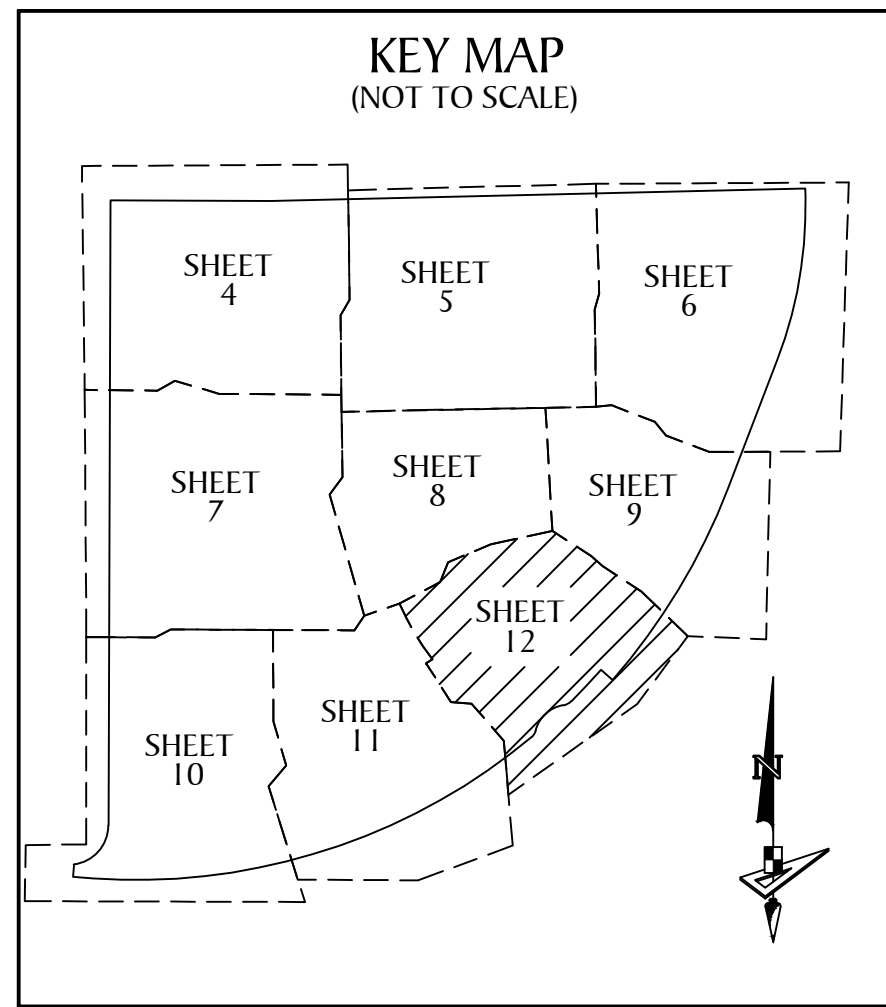


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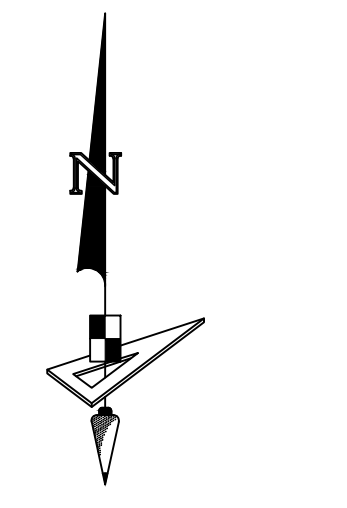
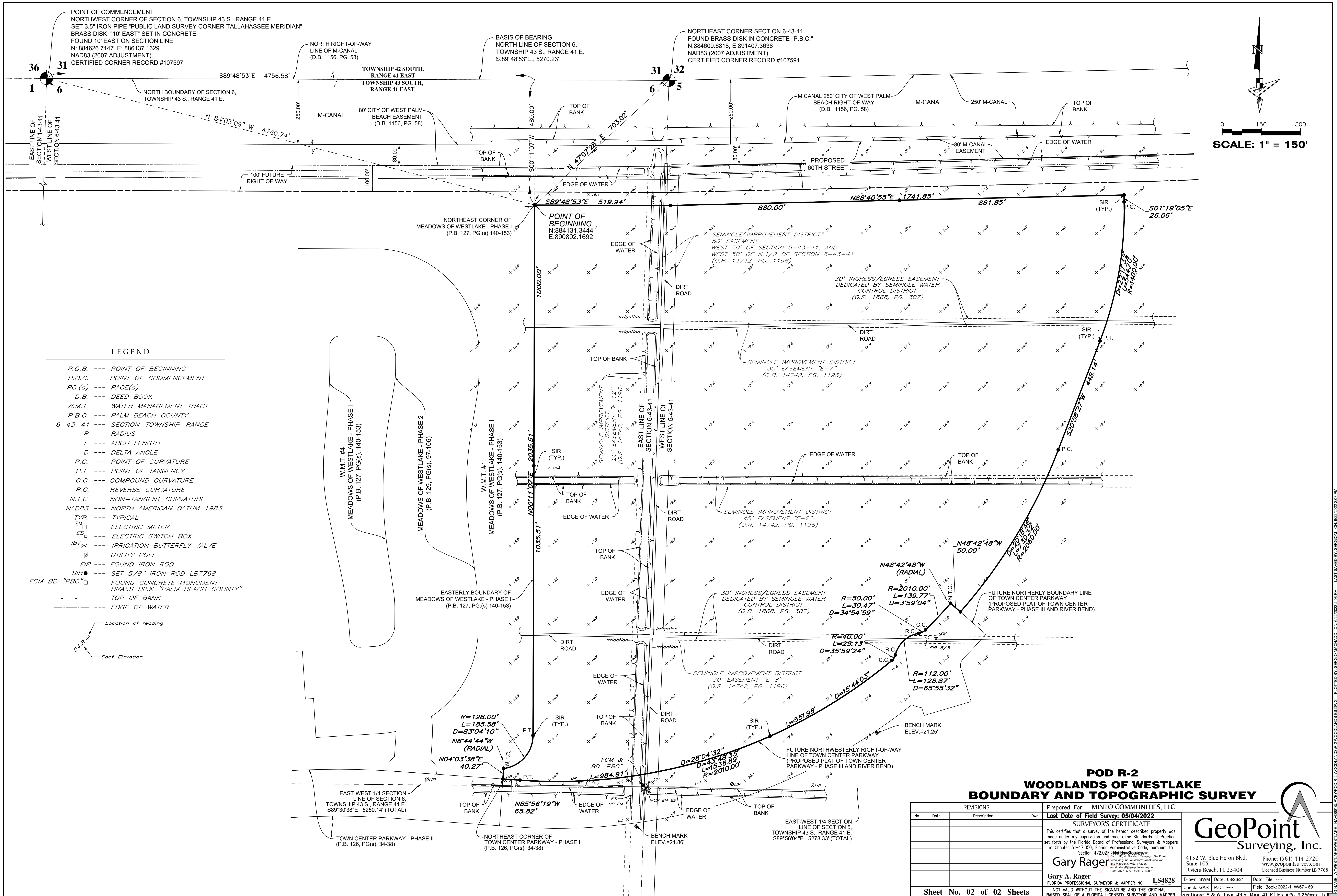
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R/W -----	RIGHT-OF-WAY
(R) -----	RADIAL
(NR) -----	NON-RADIAL
HOA -----	HOMEOWNERS ASSOCIATION
S.I.D. -----	SEMINOLE IMPROVEMENT DISTRICT
PRM -----	PERMANENT REFERENCE MONUMENT
● -----	PERMANENT CONTROL POINT
□ -----	FOUND PERMANENT REFERENCE MONUMENT
■ -----	SET 4"x4" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 7768"

GeoPoint
Surveying, Inc.

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

Exhibit 'C'
WOODLANDS OF WESTLAKE
TOPOGRAPHICAL SURVEY

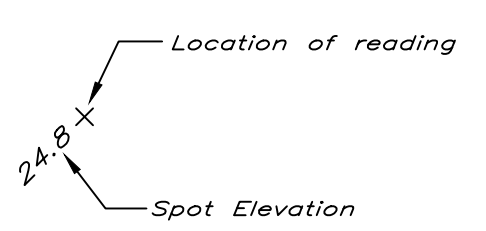
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SCALE: 1" = 150'

LEGEND

- P.O.B. --- POINT OF BEGINNING
- P.O.C. --- POINT OF COMMENCEMENT
- PG.(s) --- PAGE(S)
- D.B. --- DEED BOOK
- W.M.T. --- WATER MANAGEMENT TRACT
- P.B.C. --- PALM BEACH COUNTY
- 6-43-41 --- SECTION-TOWNSHIP-RANGE
- R --- RADIUS
- L --- ARCH LENGTH
- D --- DELTA ANGLE
- P.C. --- POINT OF CURVATURE
- P.T. --- POINT OF TANGENCY
- C.C. --- COMPOUND CURVATURE
- R.C. --- REVERSE CURVATURE
- N.T.C. --- NON-TANGENT CURVATURE
- NAD83 --- NORTH AMERICAN DATUM 1983
- TYP. --- TYPICAL
- EM --- ELECTRIC METER
- ES --- ELECTRIC SWITCH BOX
- IBV --- IRRIGATION BUTTERFLY VALVE
- Ø --- UTILITY POLE
- FIR --- FOUND IRON ROD
- SIR --- SET 5/8" IRON ROD LB7768
- FCM BD "PBC" --- FOUND CONCRETE MONUMENT BRASS DISK "PALM BEACH COUNTY"
- TOP OF BANK
- EDGE OF WATER



**POD R-2
WOODLANDS OF WESTLAKE
BOUNDARY AND TOPOGRAPHIC SURVEY**

REVISIONS		
No.	Date	Description

Prepared For: MINTO COMMUNITIES, LLC
 Last Date of Field Survey: 05/04/2022
 SURVEYOR'S CERTIFICATE
 This certifies that a survey of the herein described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 Gary Rager
 Gary A. Rager
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint
 Surveying, Inc.
 4152 W. Blue Heron Blvd.
 Suite 105
 Riviera Beach, FL 33404
 Phone: (561) 444-2720
 www.geopointsurvey.com
 Licensed Business Number LB 7768
 Drawn: SWM Date: 08/26/21 Data File: ---
 Check: GAR P.C.: --- Field Book: 2022-11W67 - 69
 Sections: 5 & 6 Twn. 43 S, Rng. 41 E Job #Pod R-2 Woodlands

PLOTTED BY: SERGIO MACHADO ON 02/22/2022 2:28 PM LAST SAVED BY: SERGIO ON 02/22/2022 2:08 PM



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

DATE: 8/9/2022
PETITION NUMBER: ENG-2022-10
DESCRIPTION: Pod R-2 Woodlands – Plat Modification
APPLICANT: Cotleur & Hearing
OWNER: Minto PBLH, LLC
REQUEST: Plat & Boundary Survey Review
LOCATION: Westlake, Florida
STAFF REVIEW: **RECOMMENDED APPROVAL**

This is the second review of this plat. This review is done for compliance with Chapters 177, Florida Statutes, and the City of Westlake’s codes and ordinances. All previous comments have been adequately addressed. This plat is now in compliance with Chapter 177 Florida Statutes. We therefore recommend that the plat be approved by City Council.

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

File Attachments for Item:

A. FIRST READING - CPA-2022-01 Application of Minto PBLH, LLC proposing a small scale future land use map amendment to change the future land use designation on a 9.137-acre site from Civic to Downtown Mixed Use designation. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.

Submitted By: Planning and Zoning



Meeting Agenda Item Coversheet

MEETING DATE:		9/6/22	Submitted By: Planning and Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		CPA-2022-01 (First Reading): Application of Minto PBLH, LLC proposing a small scale future land use map amendment to change the future land use designation on a 9.137-acre site from Civic to Downtown Mixed Use designation. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve FIRST READING of CPA-2022-01 Future Land Use Map Amendment.		
SUMMARY and/or JUSTIFICATION:		The applicant is proposing a Small-Scale Future Land Use Map (FLUM) amendment to change the future land use designation on a 9.137 acre site from Civic to Downtown Mixed Use designation. The amendment will change the development potential on the site from civic use to a wide range of non-residential and residential uses.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:	X	PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Sheet Final Staff Report Application Justification Statement Maps			
SELECT, if applicable	RESOLUTION:		ORDINANCE: 2022-10	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>				
FISCAL IMPACT (if any):				\$

ORDINANCE NO. 2022-10

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AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, SPECIFICALLY AMENDING A PORTION OF THE CITY OF WESTLAKE FUTURE LAND USE MAP AS A SMALL SCALE AMENDMENT; CHANGING THE FUTURE LAND USE DESIGNATION FROM CIVIC CATEGORY TO DOWNTOWN MIXED USE CATEGORY ON PROPERTY DESIGNATED AS POD PC-2, MORE PARTICULARLY DESCRIBED HEREIN AND CONTAINING 9.137 ACRES MORE OR LESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application filed by Minto PBLH, LLC (Applicant) seeks a small scale future land use map amendment of the hereinafter described property; and

WHEREAS, the City of Westlake Future Land Use Map designates the said property as Civic Site; and

WHEREAS, the Applicant wishes to amend the City’s Future Land Use map to change the land use designation from Civic Category to a Downtown Mixed Use Category for property on property designated as POD PC-2.

WHEREAS, said application was heard and considered before the City Council of the City of Westlake and at a duly scheduled public hearing all objections, if any, were heard.

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

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

SECTION 2. This application coming before the City Council pursuant to an application filed by Minto PBLH, LLC, and in accordance with the Florida Statutes, a Public Hearing having been held on October _____ 2022, the City Council hereby acknowledges and approves the application submitted by Minto PBLH, LLC, as the owner of the following described property and therefore, the Westlake Future Land Map is hereby amended to change the Future Land Use designation from current Civic category to Downtown Mixed Use category on property located on property designated as POD PC-2 and legally described as follows:

See attached *Exhibit “A”*

1 **SECTION 3. Conflicts.** All ordinances or parts of ordinances,
2 resolutions or parts of resolutions which are in conflict herewith, are hereby
3 repealed to the extent of such conflict.
4

5 **SECTION 4. Severability.** Should the provisions of this ordinance be
6 declared to be severable and if any section, sentence, clause or phrase of this
7 ordinance shall for any reason be held to be invalid or unconstitutional, such
8 decision shall not affect the validity of the remaining sections, sentences, clauses,
9 and phrases of this ordinance but they shall remain in effect, it being the
10 legislative intent that this ordinance shall remain notwithstanding the invalidity
11 of any part.
12

13 **SECTION 5. Effective Date.** This ordinance shall be effective upon
14 adoption on second reading.
15

16 **PASSED** this ____ day of September, 2022, on first reading.

17 **PUBLISHED** on this ____ day of October, 2022 in the Palm Beach Post.

18 **PASSED AND ADOPTED** this ____ day of _____, 2022, on second reading.

19
20 _____
21 City of Westlake
22 John Paul O'Connor, Mayor

23 ATTEST:
24 _____
25 Zoie Burgess, City Clerk

26 APPROVED AS TO LEGAL FORM:
27

28 _____
29 OFFICE OF THE CITY ATTORNEY
30
31
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1

Exhibit "A"

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

4 **COMMENCE** AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE
5 40 EAST; THENCE S.01°33'05"W. ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE
6 OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL ROAD
7 EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58 OF THE PUBLIC RECORDS OF
8 PALM BEACH COUNTY, FLORIDA AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF
9 SAID PUBLIC RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID
10 NORTH LINE OF THE 80 FOOT M-CANAL ROAD EASEMENT, A DISTANCE OF 3776.52 FEET
11 TO A POINT ON THE ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT
12 WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1544, PAGE 378 AND
13 OFFICIAL RECORD BOOK 1640, PAGE 1626 BOTH OF SAID PUBLIC RECORDS; THENCE
14 S.01°42'52"W. ALONG SAID ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT
15 WHITNEY ROAD, A DISTANCE OF 4364.18 FEET TO THE NORTHWEST CORNER OF THE
16 EXISTING RIGHT-OF-WAY OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN
17 OFFICIAL RECORD BOOK 28479, PAGE 822 OF SAID PUBLIC RECORDS, ALSO A POINT ON
18 THE SOUTH LINE OF PERSIMMON BOULEVARD AS RECORDED IN OFFICIAL RECORD
19 BOOK 10202, PAGE 430, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID
20 SOUTH LINE OF PERSIMMON BOULEVARD, A DISTANCE OF 646.56 FEET TO A POINT ON
21 THE EAST LINE OF SAID EXISTING RIGHT-OF-WAY OF SEMINOLE PRATT WHITNEY
22 ROAD; THENCE S.01°42'52"W., ALONG SAID EAST LINE, A DISTANCE OF 77.00 FEET;
23 THENCE CONTINUE S.01°42'52"W., A DISTANCE OF 3.00 FEET TO A POINT ON THE
24 ADDITIONAL RIGHT-OF-WAY OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON
25 BOULEVARD EAST - PLAT 1, AS RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, OF
26 SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID ADDITIONAL RIGHT-OF-WAY
27 FOR THE FOLLOWING THREE (3) COURSES: 1) S.88°17'08"E., A DISTANCE OF 573.95 FEET;
28 2) THENCE S.43°17'08"E., A DISTANCE OF 53.74 FEET; 3) THENCE S.88°17'08"E., A DISTANCE
29 OF 112.50 FEET TO POINT ON THE EAST RIGHT-OF-WAY OF ILEX WAY II, AS SHOWN OF
30 ILEX WAY II, AS RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF
31 SAID PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE CONTINUE
32 S.88°17'08"E. ALONG SAID ADDITIONAL RIGHT-OF-WAY, A DISTANCE OF 1.50 FEET TO
33 THE SOUTHEAST CORNER OF PERSIMMON BOULEVARD EAST - PLAT 1, AS RECORDED IN
34 PLAT BOOK 125, PAGES 106 AND 107, OF SAID PUBLIC RECORDS, ALSO A POINT ON THE
35 SOUTHERLY RIGHT-OF-WAY OF PERSIMMON BOULEVARD EAST, AS SHOWN ON
36 PERSIMMON BOULEVARD EAST-PLAT 2, AS RECORDED IN PLAT BOOK 128, PAGES 22
37 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY
38 RIGHT-OF-WAY OF PERSIMMON BOULEVARD EAST, FOR THE FOLLOWING THREE (3)
39 COURSES: 1) N.01°42'52"E., A DISTANCE OF 12.00 FEET; 2) THENCE N.46°42'53"E., A
40 DISTANCE OF 56.57 FEET; 3) THENCE S.88°17'08"E., A DISTANCE OF 373.13 FEET; THENCE
41 S.01°41'49"W., A DISTANCE OF 947.92 FEET; THENCE N.88°18'58"W., A DISTANCE OF 419.92
42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ILEX WAY II, AS RECORDED IN PLAT
43 BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE
44 ALONG SAID EAST RIGHT-OF-WAY LINE OF ILEX WAY II FOR THE FOLLOWING SIX (6)
45 COURSES: 1) N.01°42'52"E., A DISTANCE OF 286.41 FEET; 2) THENCE N.43°17'08"W., A

8/18 127p

1 DISTANCE OF 15.56 FEET; 3) THENCE N.01°42'52"E., A DISTANCE OF 38.40 FEET; 4) THENCE
2 N.02°54'08"E., A DISTANCE OF 239.24 FEET; 5) THENCE N.14°07'19"E., A DISTANCE OF 51.38
3 FEET; 6) THENCE N.01°42'52"E., A DISTANCE OF 270.96 FEET TO THE **POINT OF**
4 **BEGINNING.**

5 CONTAINING: 398,017 SQUARE FEET OR 9.137 ACRES, MORE OR LESS.
6

Reply To: tduhy@llw-law.com

Ken Cassel, City Manager
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

Dear Mr. Cassel:

Please accept the following responses to the comments from City Staff dated August 5, 2022 on the Small Scale Comprehensive Plan Amendment and Rezoning Applications. As you may recall, these applications were submitted as joint application, but on August 8, 2022, it was agreed that City Staff would duplicate the joint application and process the Small-Scale Comprehensive Plan Amendment and the Rezoning Application separately. Therefore, these responses apply to both applications.

Responses to Staff Comments

1. **Staff Comment:** Provide two separate application requests. One for the FLUM Amendment and another for the Zoning Change including separate justification statements. Please note that City Council will hear these applications individually.

Applicant Response: Understood. As discussed with staff on August 8, 2022, because the rezoning and FLUM Amendment applications contain the same information as noted in the original submittal and because no additional fees are required, staff will duplicate the submitted information to be addressed as a separate Rezoning Application.

2. **Staff Comment:** Address Level of Service in the Justification Statement. Justification Statement states that concurrency will be addressed through the site planning process. However, Level of Service is required to be addressed as part of this FLUM Amendment for the highest intensity use allowed. Justification Statement must address level of service as follows:

01792604-6

JACKSONVILLE
245 Riverside Ave.,
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave., South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
315 South Calhoun St.,
Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite 364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.,
Suite 1100
West Palm Beach, FL 33401
T: 561.640.0820
F: 561.640.8202

- Policy INF 1.1.4** The potable water LOS standards for non-residential uses shall be 150 gallons per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks shall have a LOS standard of 10 gpd per visitor.
- Policy INF 1.3.4** The wastewater LOS standard for non-residential uses shall be 150 gallons of wastewater per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks have a LOS standard of 10 gpd per visitor.
- Policy INF 1.5.2** The solid waste LOS standard shall be 7.02 pounds of solid waste per person per day.
- Policy INF 1.6.6** The City shall coordinate with SID to maximize the use of existing drainage facilities.

Applicant Response:

Policies INF 1.1.4, INF 1.3.4, and INF 1.5.2 set the level of service standards for the City.

Levels of service are analyzed and applied to specific developments through concurrency. As stated in the Justification Statement, concurrency for transportation, drainage, potable water, wastewater, and solid waste will be addressed through the Site Planning process for any proposed use on the Property pursuant to Chapter 2, Article 2.2, Section 3. Therefore, Applicant is not required to submit further information at this time.

However, as further explained in the Justification Statement, the level of service standards are based on data and analysis that rely on development occurring with a mix of uses, which mix is set forth in Policy FLU 1.1.15. As explained in the Justification Statement, the proposed plan amendment will preserve the mix of uses as contemplated in 1.1.15 because the development of the site with commercial and other non-residential uses will balance out the amount of the land in the Mixed Use District that has been developed with or permitted for civic use following the development of the Christ Fellowship Center. Thus, as explained in the Justification Statement, the proposed amendment will not call for any development not already contemplated by the Plan and the underlying data and analysis for the existing Comprehensive Plan support the proposed amendment. Therefore, it is anticipated that this amendment will not negatively impact the ability of public facilities to operate within the acceptable levels of service.

Policy 1.6.6 speaks to the City's coordination with SID and requires no further information from the Applicant.

3. **Staff Comment:** Provide a traffic analysis/statement for the proposed change.
Applicant Response: No change in use is proposed and no site plan has been filed with this application. Therefore, no traffic analysis/statement is required.

4. **Staff Comment:** Clarify the note on the Adjacent Parcel Buffer Map. Map shows the subject property providing a buffer? The type of buffer its [sic] not called out.

Applicant Response: No site plan has been filed with this Application. As discussed in the Justification Statement, the City's Comprehensive Plan and Land Development Regulations ("LDRs") require the applicant to provide appropriate buffering for the proposed use to ensure compatibility with adjacent development. Because a use has not yet been proposed and no site plan has been filed, this comment is premature. Buffering will be addressed, as required by the City's LDRs, as part of the site planning process once a use is proposed.

5. **Staff Comment:** Provide in Justification Statement reasons why the property cannot be used in accord with existing zoning. Justify the need to for the rezoning from Civic to the Mixed-Use district.

Applicant Response: There is no requirement in the City's LDRs to justify why the property cannot be used in accordance with existing zoning. Nonetheless, the basis for the application is to rebalance the mix of uses in the Mixed Use zoning district. This will allow for a more vibrant downtown and increase the City's tax base by allowing a balance of uses more consistent with what was contemplated in the City's Comprehensive Plan than what has been built to date. See attached Exhibit, which demonstrates the amount of existing and permitted civic uses already within the Mixed Use Zoning District, and within the City.

6. **Staff Comment:** Confirm the proposed change would not be contrary to the land use plan and would not have adverse impacts to the Comprehensive Plan.

Applicant Response: As detailed in the Justification Statement, the proposed amendment is consistent with the Comprehensive Plan.

7. **Staff Comment:** Confirm the proposed rezoning is consistent with the existing land use pattern.

Applicant Response: The rezoned property will be near other Mixed Use districts and is similar in type to the adjacent medical district. The rezoning will provide for an orderly development pattern consistent with the Comprehensive Plan.

8. **Staff Comment:** Confirm the proposed rezoning will not create an isolated district unrelated to adjacent and nearby districts.

Applicant Response: There is no requirement in the City's LDRs to provide this justification; nonetheless, the rezoned property will be near to other Mixed Use districts, is similar in type to the adjacent medical district, and abuts the Downtown Mixed Use Future Land Use Category on the City's 2038 Future Land Use Map, FLU Map 2.1.

9. **Staff Comment:** Provide justification that the proposed change will not create or excessively increase traffic.

Applicant Response: No change in use is proposed and no site plan has been submitted as part of this application. Therefore, no traffic analysis/statement is required. However, as further explained in the Justification Statement, the level of service standards are based on data and analysis that rely on development occurring with a mix of uses, which mix is set forth in Policy FLU 1.1.15. As explained in the Justification Statement, the proposed plan amendment will preserve the mix of uses as contemplated in 1.1.15 because the development of the site with commercial and other non-residential uses will balance out the amount of the land in the Mixed Use District that has been developed with or permitted for civic use following the development of the Christ Fellowship Center. Thus, as explained in the Justification Statement, the proposed amendment will not call for any development not already contemplated by the Plan and the underlying data and analysis for the existing Comprehensive Plan support the proposed amendment. Therefore, it is anticipated that this amendment will not negatively impact the ability of public facilities to operate within the acceptable levels of service.


10. **Staff Comment:** Justify that the change will not adversely influence living conditions in the neighborhood.

Applicant Response: There is no requirement in the City's LDRs to justify that the property will not adversely influence living conditions in the neighborhood. Nonetheless, the basis for the application is to rebalance the mix of uses in the Mixed Use zoning district. This will allow for a more vibrant downtown and increase the City's tax base by allowing a balance of uses more consistent with what was contemplated in the City's Comprehensive Plan than what has been built to date. See attached Exhibit, which demonstrates the amount of existing and permitted civic uses already within the Mixed Use Zoning District, and within the City. Further, as discussed in the Justification Statement, compatibility with adjacent developments will be addressed through buffering as required by the City's Comprehensive Plan and LDRs.

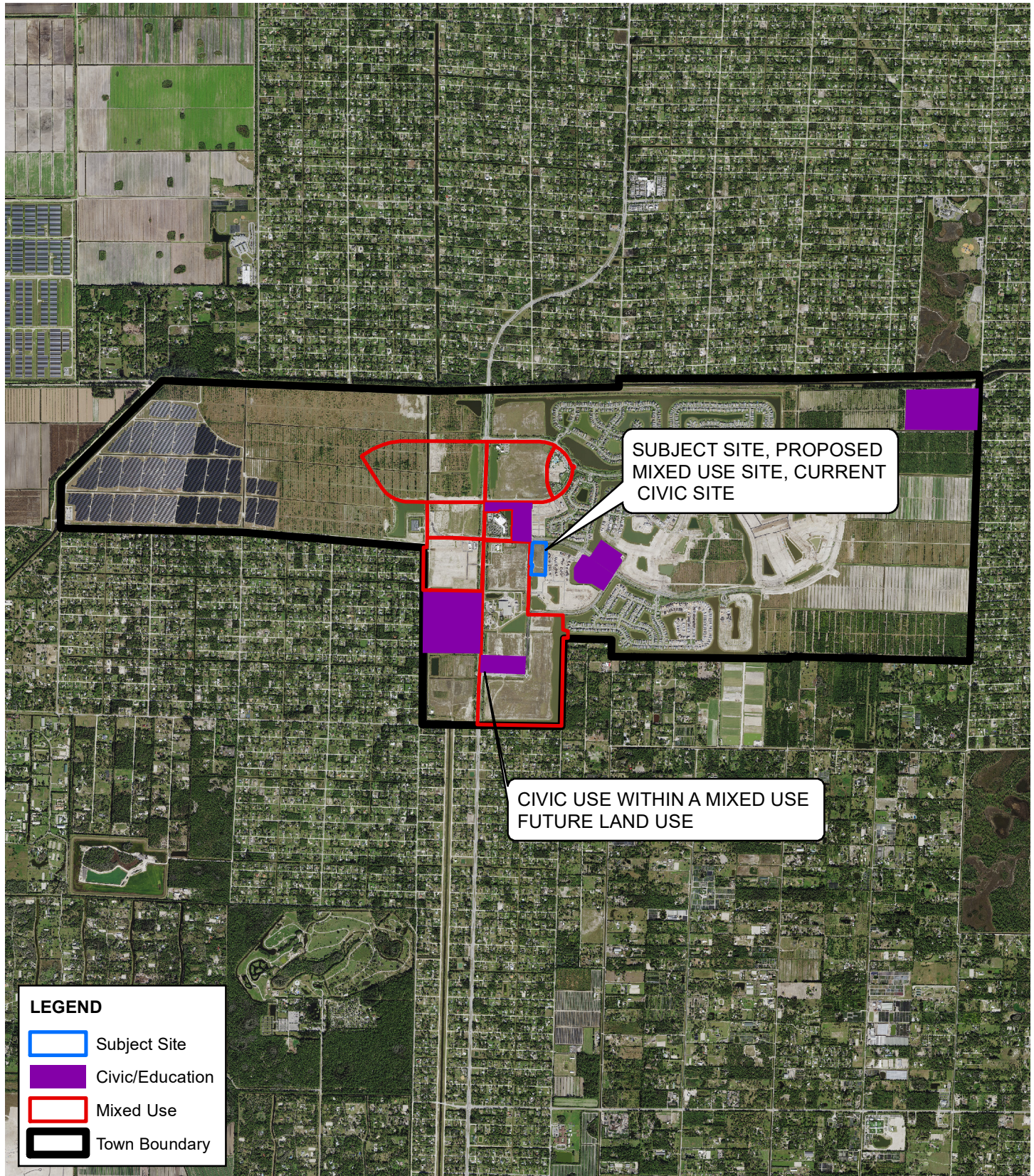
Ken Cassel
August 15, 2022
Page 5

Additional Applicant Comments: City staff and legal have stated their intention to adopt the small-scale comprehensive plan amendment by ordinance, with readings at both the September and October City Council meetings. The City Attorney further clarified on August 11, 2022, that only the September meeting shall be considered a public hearing for purposes of the adoption. While Minto does not agree that adoption of a small-scale amendment requires two readings, it will consent to the proposed schedule without further objection in this instance because it is agreed that the associated rezoning will require two meetings for adoption.

The Applicant will collaborate closely with City staff to bring this application to completion as quickly as possible. The Applicant and the entire development team are available to answer any questions staff might have and/or provide necessary information to supplement the information provided in the submittal. If the City requires any additional information to process the subject applications, please do not hesitate to contact me.


For Tara W. Duhy

CC: Donald J. Doody
John Carter
Don Hearing

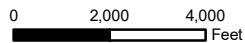


LEGEND

-  Subject Site
-  Civic/Education
-  Mixed Use
-  Town Boundary



1 inch equals 4,000 feet



Map Document:
(F:\Projects Active\13-0518.123 Minto Westlake Comp
Plan Amendment\Maps and Graphics\ArcMap_Projects)
AS 08/15/2022 -- 03:00:00 PM

Parcel PC-2

Mixed Use - Future Land Use Analysis Map

Westlake, Florida



1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Reply To: tduhy@llw-law.com**MEMORANDUM**

TO: Ken Cassel

FROM: Tara W. Duhy, Esquire

DATE: August 1, 2022

SUBJECT: **Data and Analysis and Justification Statement**

I. Introduction

Minto PBLH, LLC, is requesting a small-scale comprehensive plan amendment to the City of Westlake's Comprehensive Plan Future Land Use Map ("FLUM") along with a rezoning for the parcel referred to as Pod PC-2, as more fully described in the Legal Description included as part of this application ("the Parcel"). Specifically, the Applicant is requesting that the future land use designation of the Parcel be amended from its current civic category to the downtown mixed use category and that the Parcel be rezoned from the civic district to the mixed use district. As will be discussed in greater detail below, these requests are consistent with the City's Comprehensive Plan ("Plan") and Land Development Regulations ("LDRs") as well as the Community Planning Act.

II. Procedural Summary

The two applications qualify for concurrent processing pursuant to Chapter 3, Article 2.3, Section 3 of the City's Land Development Regulations. A pre-application meeting was held with the City Manager and City attorney on July 15, 2022.

Small Scale Comprehensive Plan Amendment

The requested Amendment is consistent with Policy ADM 1.1.4 of the City's Plan and qualifies to be processed as a small-scale comprehensive plan amendment pursuant to Chapter 2, Article 2.2, Section 2(A) of the City's LDRs, which provides:

01784498-2

JACKSONVILLE
245 Riverside Ave.,
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave., South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
315 South Calhoun St.,
Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite 364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.,
Suite 1100
West Palm Beach, FL 33401
T: 561.640.0820
F: 561.640.8202

(1) 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:

- (a) The proposed amendment relates to a parcel that is less than 10 acres in size;
- (b) The proposed amendment is only for a site-specific small scale development activity;
- (c) The parcel that is the subject of the proposed amendment is not located within an area of critical state concern;
- (d) The City must not have approved more than 120 acres of small scale amendments in the calendar year in which the application is submitted; and
- (e) 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

The Parcel is approximately 9.137 acres in size and the Applicant is only requesting an amendment to the FLUM for small scale development activity. The Parcel is not located within an area of critical state concern and the City has not approved any small-scale amendments in the current calendar year. Finally, while permitted, the Applicant is not seeking any text amendments related to the requested small-scale amendment. Therefore, the application is consistent with the City's LDRs. For the same reasons, the subject application is consistent with the requirements Section 163.3187, Florida Statutes.

Pursuant to Section 163.3187(2), Florida Statutes and Table 2.1 of Chapter 3 of the City's LDRs, a small-scale comprehensive plan amendment only requires one public hearing before the City Council, which shall be an adoption hearing as described in Section 163.3184(11), Florida Statutes.¹ "Small scale amendments may not become effective until 31 days after adoption. If challenged within 30 days after adoption, small scale development amendments may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance." Section 163.3187(5)(c), Florida Statutes.

Rezoning

The requested rezoning is contingent on approval of the requested small-scale amendment to the City's FLUM and is consistent with the City's Plan and LDR. Pursuant to the Table 2-1 of Chapter 3 of

¹ The City Code also requires that small-scale amendments be heard by the Land Planning Agency.

the City's LDRs, a Rezoning is subject to approval by the City Council and must be heard by the Land Planning Agency.

III. Comprehensive Plan Consistency and Compliance Analysis

Florida Statutes requires that "[c]omprehensive plans may only be amended in such a way as to preserve the internal consistency of the plan pursuant to s. 163.3177." See Section 163.3187(4), Florida Statutes. Section 163.3184 also requires that comprehensive plan amendments be "consistent with the requirements of ss. 163.3177, 163.3178, 163.3180, 163.3191, 163.3245, and 163.3248."

In addition, Policies FLU 1.1.1 and FLU 1.1.2 of the City's Plan requires that "[a]ll future development orders shall be consistent with the Plan," and "[a]mendments to the Plan, including the Future Land Use Map (FLU Map 2.1) shall be consistent with all Florida Statute Requirements."

Below, please find an analysis demonstrating that the requested small-scale amendment and related rezoning are compatible with the City's Plan and are in compliance with all applicable Florida Statutes.²

Consistency with Policy FLU 1.1.15, HE 1.2.1, and the data and analysis supporting the existing FLUM

The existing FLUM Category and Zoning District of the Parcel is civic. A future land use amendment and zoning change are requested to allow the potential development of additional non-residential uses to offset the existing development of a significant portion of the current downtown mixed use land area with civic uses. The City has approved the development of the Christ Fellowship Center located on the southern portion of Pod J along Seminole Pratt Whitney Road, consisting of approximately 68,000 square feet of civic uses on thirteen (13) acres. While civic uses are permissible within the downtown mixed use designation, Policy FLU 1.1.15(d) provides that the downtown mixed use area as a whole be developed with a minimum and maximum mix of residential, commercial, civic, light industrial and institutional uses. To maintain the balance called for in Policy 1.1.15, the subject amendment will offset the development of civic uses on thirteen acres of the existing downtown mixed use land area by adding commercial and other non-residential uses to the list of allowable uses on the subject Parcel.³

This request is supported by HE Policy 1.2.1, which provides:

Policy HE 1.2.1 Allow for and support commercial and light industrial development, which will provide employment

² Sections 163.3178 (Coastal management), 163.3191 (Evaluation and appraisal of comprehensive plan), 163.3245 (Sector Plans), and 163.3248 (Rural land stewardship areas) are not applicable to the subject request.

³ Residential uses are not permitted within the Civic category but are permitted within the downtown mixed use category. While the Applicant does not anticipate the Parcel developing with residential uses, the same justification applies – the amendment will not call for any development not already contemplated by the Plan.

opportunities within the City to enable the purchase or rent of affordable housing.

By approving the requested amendment, the City will maintain land area for commercial uses that support economic activities as originally conceived by the Plan, while still providing civic uses at a different location within the downtown.

Because 13 acres of current land designated with the downtown mixed use category have developed with civic uses, the proposed amendment, which will allow commercial and other non-residential development on the property, is consistent with the population projections, non-residential needs and public facilities analyses that support the existing Comprehensive Plan and Future Land Use Map. The proposed amendment will not call for any development above what is already contemplated by the Plan.

Compatibility – Policies FLU 1.6.1, 1.6.5, 1.6.7 and 1.6.8

Table 1 demonstrates future land use, zoning, and land use designations of the adjacent site parcels. The subject Parcel is separated from the existing Downtown Mixed Use District by Ilex Way.

Table 1: Adjacent Property Land Uses

TABLE 1 SURROUNDING LAND USES			
	FUTURE LAND USE	ZONING	LAND USE
NORTH	N/A	N/A	Roadway – Persimmon Blvd E
SOUTH	Residential 2	Residential 2 (R-2)	Single-Family Residential – Sky Cove South (Pod N)
EAST	Residential 2	Residential 2 (R-2)	Single-Family Residential – Sky Cove South (Pod N)
WEST	N/A	N/A	Roadway – Ilex Way

The Plan addresses Consistency requirement in Objective 1.6. The proposed amendment is consistent with this Objective and its supporting Policies. Specifically, Policy FLU 1.6.1 reads:

Policy FLU 1.6.1 Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

The Parcel is centrally located and surrounded by residential and mixed use districts. The proximity of Sky Cove South residents to the Parcel will allow for multi-modal transportation opportunities via

cycling and walking to the site, which may provide opportunities for work or shopping that are not currently available under the civic designation.

Policy FLU 1.6.5 Development abutting a different future land use category shall comply with the following minimum compatibility requirements. The City may adopt additional buffer requirements in the Land Development Regulations.

The proposed amendment is consistent with Policy FLU 1.6.5, which anticipates and addresses the development of different land uses adjacent to one another by requiring appropriate buffers and spacing. (See also Policies FLU 1.6.7 and 1.6.8, which provide alternative compatibility techniques). At the time a Site Plan is submitted for the Parcel, Policy 1.6.5 and implementing provisions of the City's LDRs will require the Parcel to achieve compatibility with adjacent existing residentially developed land. In addition, Sky Cove has a buffer averaging thirty-six feet (36') in depth along its western boundary and twenty to twenty-five feet (20'-25') along its northern boundary, adjacent to Parcel C-2. This condition further demonstrates the compatibility of the proposed land use amendment with the adjacent residential development.

Public Facilities – Policies FLUE 1.4.2, TE 1.2.3, TE 1.2.7, INF 1.1.5, INF 1.1.6, INF 1.3.5, INF 1.3.6, INF 1.5.7, INF 1.5.8, INF 1.6.5, and CIE 1.3.2

The proposed small-scale amendment to the FLUM and related rezoning are consistent with Policies FLUE 1.4.2, TE 1.2.3, TE 1.2.7, INF 1.1.5, INF 1.1.6, INF 1.3.5, INF 1.3.6, INF 1.5.7, INF 1.5.8, INF 1.6.5, and CIE 1.3.2 of the Comprehensive Plan which address public facilities within the City.

As mentioned above, the proposed amendment will not call for any development not already contemplated by the Plan. Thus, the underlying data and analysis for the existing Comprehensive Plan support the proposed amendment. Concurrency for drainage, potable water, wastewater, and solid waste will be addressed through the Site Planning process for any proposed use on the Property pursuant to Chapter 2, Article 2.2, Section 3. Thus, the subject amendment is consistent with the City's Comprehensive Plan relative to the provision of public facilities.

IV. Consistency with City LDRs

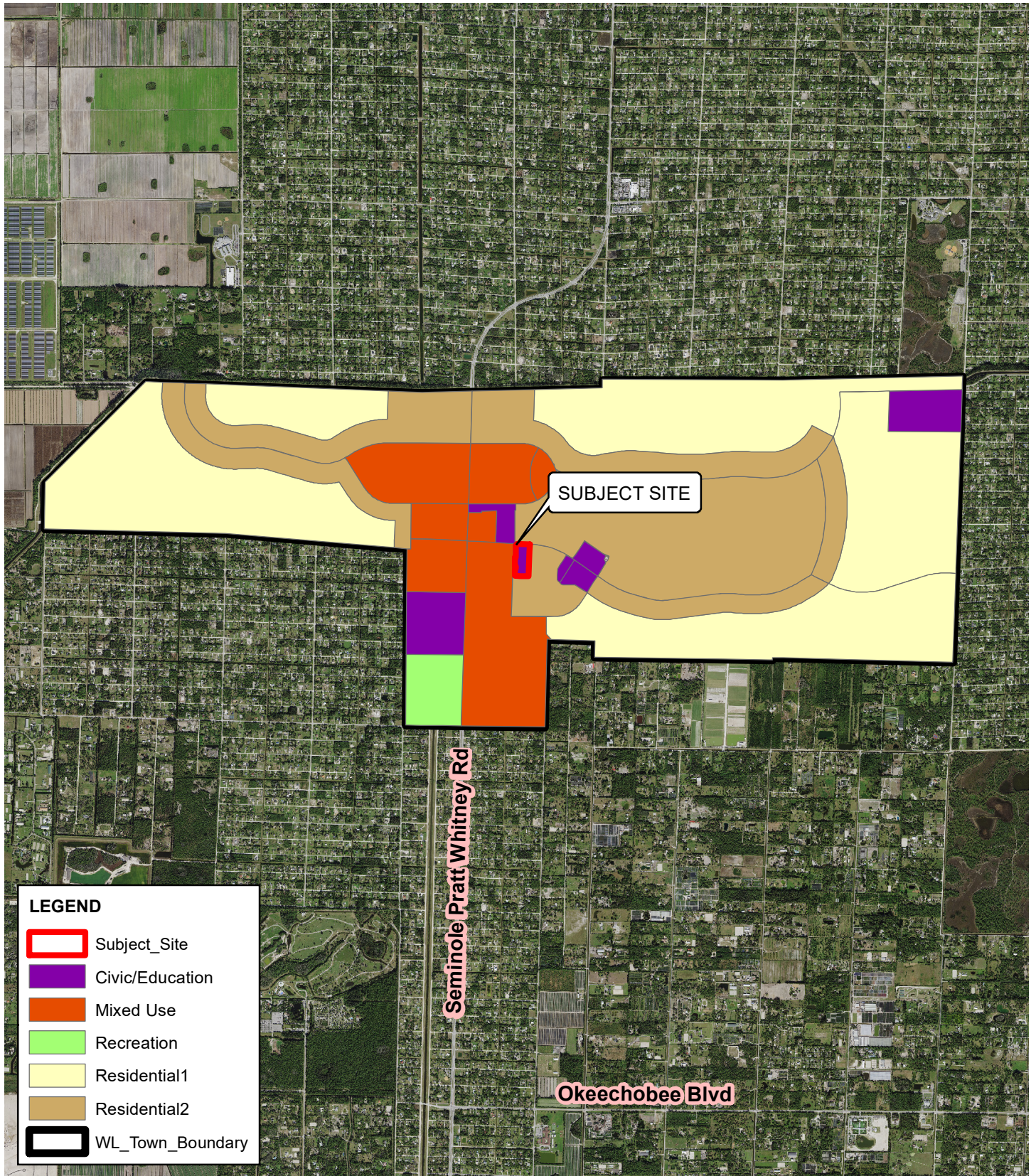
The Applicant proposes a mixed use zoning district within the downtown mixed use future land use designation, which is deemed consistent and pursuant to Chapter 3, Article 3.2, Section 1.

TABLE 3-1: FUTURE LAND USE CONSISTENCY TABLE

Future Land Use Category	Consistent Zoning Districts
Downtown Mixed Use	Mixed Use (MU) Town Center (TC) Medical District (M) Civic (C) Open Space and Recreation (OSR) Planned Development (PD)

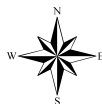
V. Conclusion

The Applicant is requesting approval of the small-scale comprehensive plan amendment to the FLUM of the City's Plan as presented, along with the related rezoning, both of which are consistent with the City's Plan and LDRs as well as all applicable Florida Statutes.

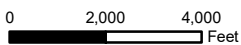


LEGEND

- Subject_Site
- Civic/Education
- Mixed Use
- Recreation
- Residential1
- Residential2
- WL_Town_Boundary



1 inch equals 4,000 feet



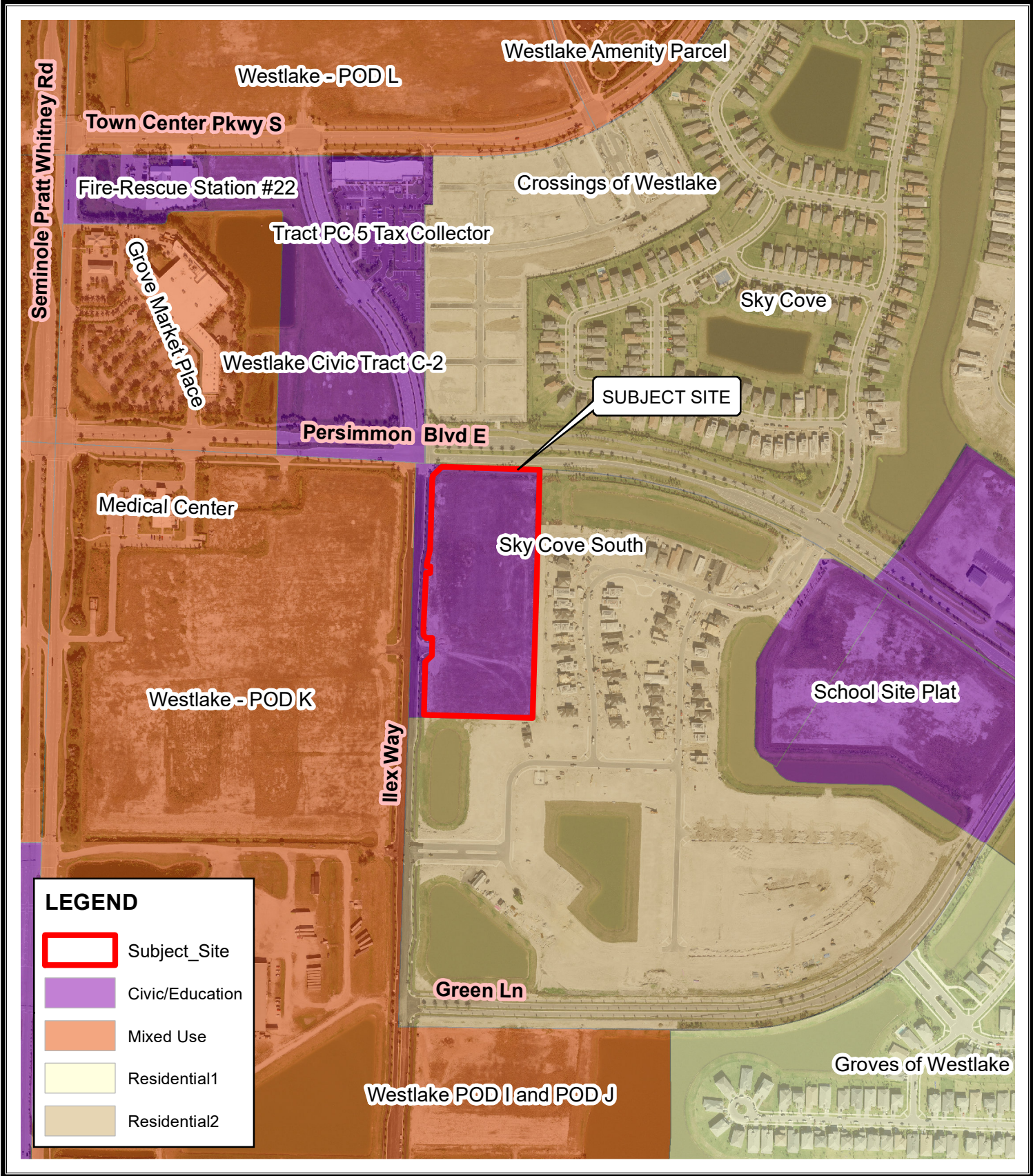
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Parcel PC-2
Existing Future Land Use Map
 Westlake, Florida



**Cotleur &
 Hearing**

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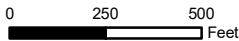


LEGEND

- Subject_Site
- Civic/Education
- Mixed Use
- Residential1
- Residential2



1 inch equals 500 feet

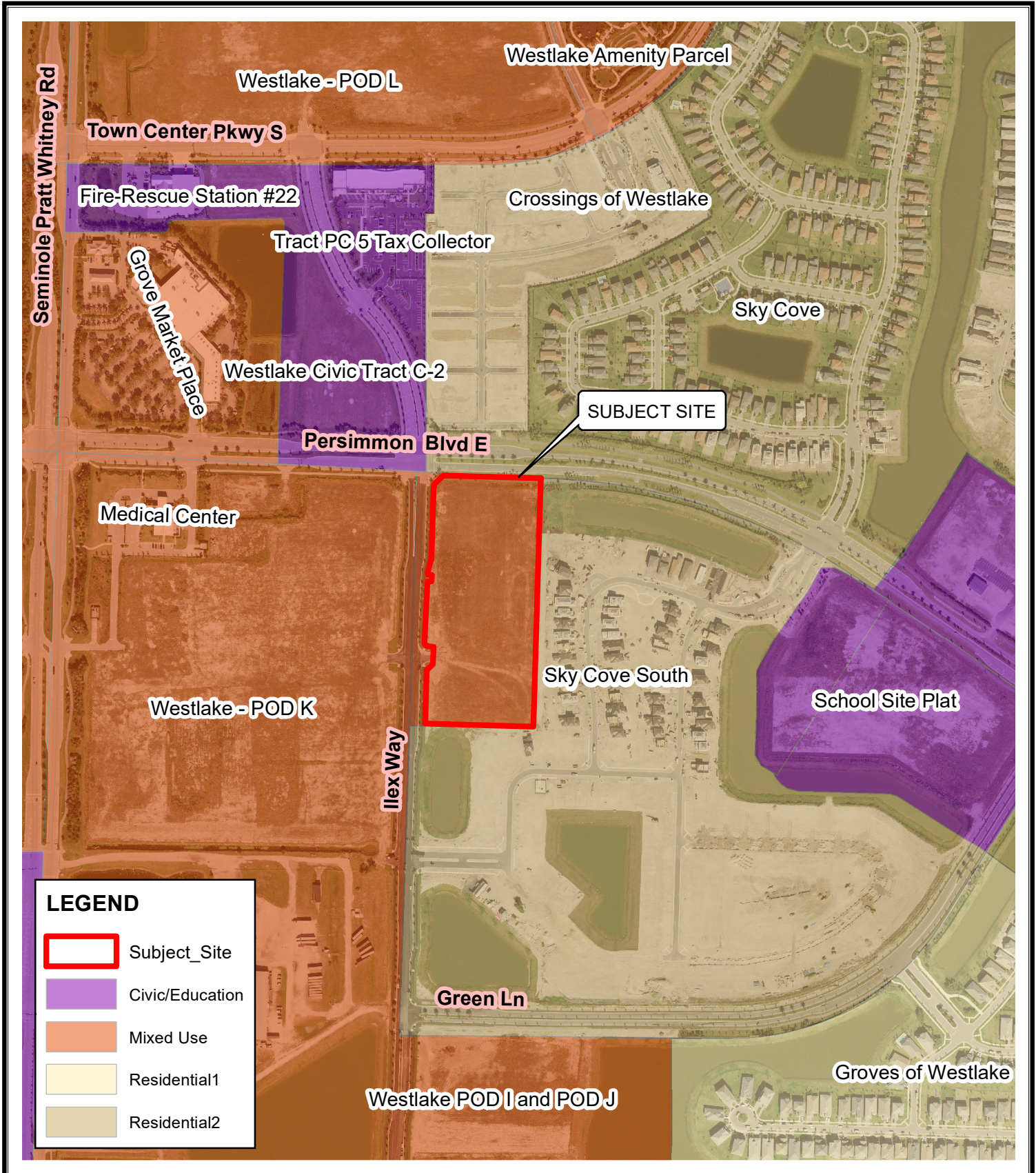


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Parcel PC-2
Existing Future Land Use Map
 Westlake, Florida



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LEGEND

- Subject_Site
- Civic/Education
- Mixed Use
- Residential1
- Residential2



1 inch equals 500 feet
 0 250 500 Feet

Parcel PC-2
Proposed Future Land Use Map
 Westlake, Florida



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PETITION DESCRIPTION

PETITION NUMBER: CPA-2022-01 (Pod C-2) Ordinance 2022-10

OWNER: Minto PBLH, LLC

APPLICANT: Cotleur & Hearing

ADDRESS: Southeast corner of Persimmon Blvd E and Ilex Way

PCN: 77-40-43-12-00-000-1010

REQUEST: The applicant is proposing a small scale future land use map amendment to change the future land use designation on a 9.13-acre site from Civic to Downtown Mixed Use designation. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.

SUMMARY

The applicant is proposing a Small-Scale Future Land Use Map (FLUM) amendment to change the future land use designation on a 9.137 acre site from Civic to Downtown Mixed Use designation. The amendment will change the development potential on the site from civic use to a wide range of non-residential and residential uses. The applicant is also requesting a concurrent application to rezone the subject site from the Civic (C) district to the Mixed Use (MU) zoning district. No site plan has been submitted as part of this application. Once the City receives a site plan application for the subject site it will be reviewed for compliance with the development regulations under Chapter 3 Zoning Districts and Standards, and will need to be approved by the City Council.

This application is consistent with the provisions of Chapter 163.3184 and 163.3187 F.S concerning the processing of a Small-Scale Future Land Use Map (FLUM) amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

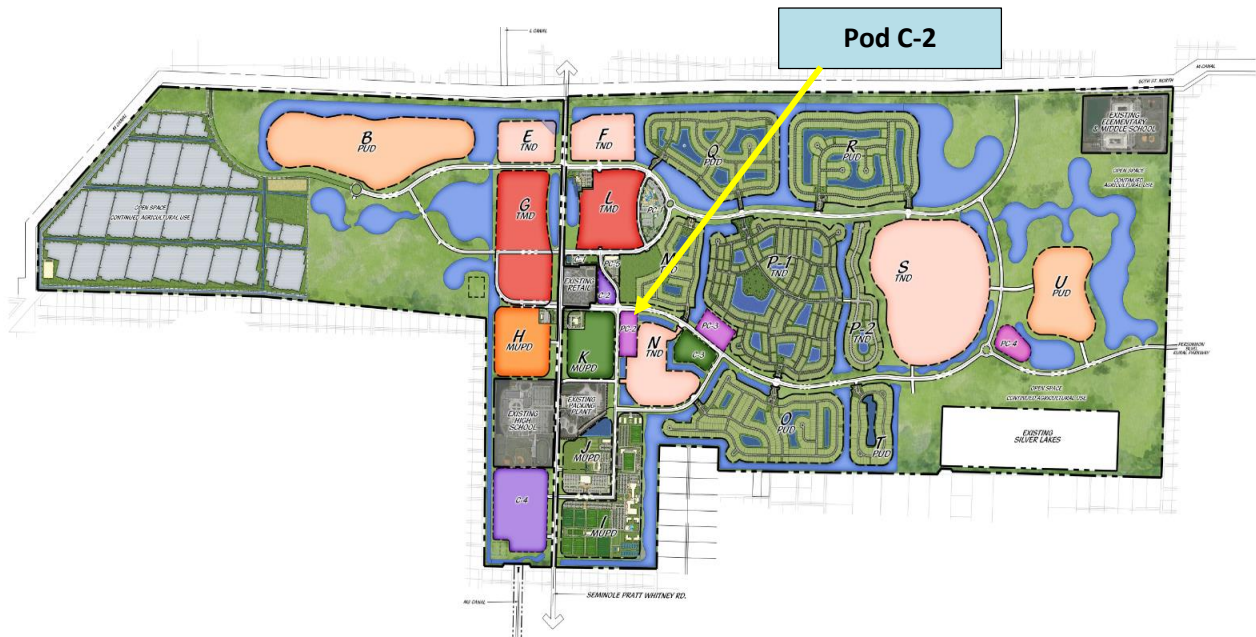
STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the **Planning & Zoning Department** recommends approval of the subject application.

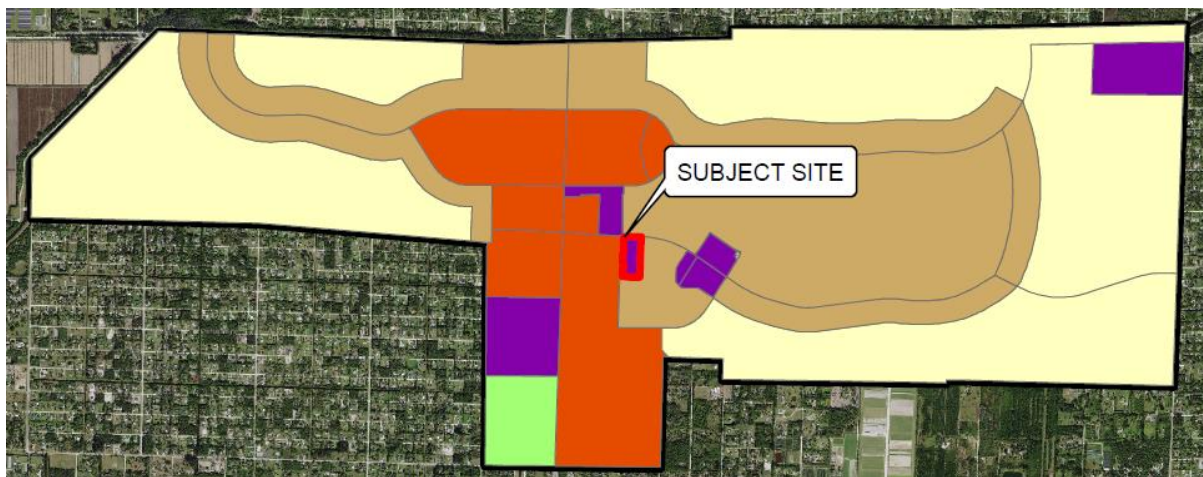
PETITION FACTS

- a. Total Gross Site Area: 9.137 acres
- b. Land Use and Zoning
 - Existing Land Use: Vacant
 - Existing Future Land Use: Civic
 - Proposed Future Land Use: Downtown Mixed Use
 - Existing Zoning: Civic (C)
 - Proposed Zoning: Mixed Use (MU)

	FUTURE LAND USE	ZONING
SUBJECT PROPERTY	Civic	Civic
NORTH	Residential-2	Residential-2
SOUTH	Residential-2	Residential-2
EAST	Residential-2	Residential-2
WEST	Mixed Use	Medical District



Current Land Use Map



BACKGROUND

On June 20, 2016, the City of Westlake became the 39th municipality in Palm Beach County. On March 12, 2018, Ordinance No. 2017-05 approved the adoption of the City of Westlake Comprehensive Plan and Future Land Use Map. On September 23, 2019, Ordinance No. 2019-09 established Chapter 3 “Zoning Districts and Standards” and adopting of the Zoning Map. The subject application is the first future land use map amendment processed by the City.

According to the F.S. 163.3187 Process for adoption of small scale comprehensive plan amendment.

(1) A small scale development amendment may be adopted under the following conditions:

(a) The proposed amendment involves a use of 50 acres or fewer and:

(b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government’s comprehensive plan, but only proposes a land use change to the future land use map for a site-specific small scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small scale future land use map amendment shall be permissible under this section.

(c) The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

(2) Small scale development amendments adopted pursuant to this section require only one public hearing before the governing board, which shall be an adoption hearing as described in s. 163.3184(11).

STAFF ANALYSIS

This small-scale future land use map amendment process is required in order to replace the existing future land use designation of Civic to the Downtown Mixed Use designation.

The current Civic designation included in the Comprehensive Plan includes the following policies and allowable uses:

Policy FLU 1.1.14 Civic Future Land Use Category

The Civic future land use category will provide areas for the uses provided for below. The Civic future land use category may be applied to publicly or privately owned lands.

a) Allowable Uses:

Civic uses

Religious uses

Meeting halls, exhibition and conference centers, and fairgrounds

Educational uses

Recreational uses

Conservation uses

Accessory uses

b) Non Residential Intensity:

A maximum of a 1.5 FAR

The subject application is requesting change to the Downtown Mixed Use category, which includes the following policies and allowable uses:

Policy FLU 1.1.15

The Downtown Mixed-Use future land use category accommodates an active, pedestrian-friendly area of commercial, residential, and civic uses that provide substantial opportunities for employment, shopping, civic, and recreation activities accessible by mass transit.

Allowable Uses:

Commercial uses

Residential uses may include:

- Single family attached dwellings
- Multi-family dwellings
- Accessory dwelling units

Light industrial uses

Institutional uses

Assisted living facilities

Continuing care facilities

All uses allowed in the Civic future land use category

Accessory uses

Commercial recreation uses

Residential Density:

The minimum gross density is 4 units per gross acre, and the maximum gross density is 16 dwelling units per gross acre. Bonus densities may be granted up to 8 additional units per acre for senior, workforce, and/or affordable housing consistent with Policy FLU 1.2.4.

Non Residential Intensity:

Maximum of a 3.0 FAR.

Mix of Uses:

The table below identifies the mix of uses applied to the total area of the Downtown Mixed-Use future land use category within the City. The mix of uses is not required on a parcel-by-parcel basis. Not all of the land uses have to be developed at the same time, nor is one land use a prerequisite to another land use.

<u>Allowed -Land Uses</u>	Minimum %	Maximum %
Residential`	5%	25%
Commercial and commercial recreation	10%	70%
Civic	2%	30%
Light industrial	5%	25%
Institutional and continuing care facilities	0%	10%

Compatibility:

The adjacent existing land uses shows that the proposed land use is compatible with the adjacent properties. To the north, south and east are single-family residences with City future land use designations of Residential-2 (R-2). To the west is Wellington Medical Center with City future land use designation of Downtown Mixed Use. The existing development and future land use designations of the surrounding properties show that the proposed Downtown Mixed Use designation is compatible with the surrounding area since the designation is a continuation of the FLU designation of the property to the west, as well as consistent with the developed character of the area.

Level of Service (LOS)

The subject future land use map change is small scale amendment, and in the future any proposed development plan shall comply with the following adopted level of services:

Portable Water

Policy INF 1.1.3

The potable water LOS standard for residential uses shall be 110 gallons per capita per day.

Policy INF 1.1.4

The potable water LOS standards for non-residential uses shall be 150 gallons per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks shall have a LOS standard of 10 gpd per visitor.

Wastewater and Resuse Water

Policy INF 1.3.3

The wastewater LOS standard for residential uses shall be 100 gallons of wastewater per capita per day.

Policy INF 1.3.4

The wastewater LOS standard for non-residential uses shall be 150 gallons of wastewater per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks have a LOS standard of 10 gpd per visitor.

Solid Waste

Policy INF 1.5.2

The solid waste LOS standard shall be 7.02 pounds of solid waste per person per day.

Drainage

Policy INF 1.6.6

The City shall coordinate with SID to maximize the use of existing drainage facilities.

Consistency with the Comprehensive Plan:

The proposed amendment is consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

Objective FLU 1.6: Ensure compatibility among various future land uses while promoting mixed use, economic development and multi-modal transportation.

Policy 1.6.1: Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

Policy: 1.6.2: All allowable uses within a future land use category are deemed compatible with one another for purposes of the Plan and the Land Development Regulations.

Policy HE 1.2.1

Allow for and support commercial and light industrial development, which will provide employment opportunities within the City to enable the purchase or rent of affordable housing.

Policy FLU 1.6.1

Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

Policy 1.6.5

Development abutting a different future land use category shall comply with the following minimum compatibility requirements. The City may adopt additional buffer requirements in the Land Development Regulations.

Policy 1.6.7

A public road, shared use path, or water feature at least 30 feet wide can be designated in lieu of a buffer.

Policy 1.6.8

Alternative compatibility techniques, including but not limited to one or a combination of the following: architectural features, building placement, setbacks, berms, and landscaping, that have the same effect as a buffer and promote mixed use and walkability, may be used in lieu of the compatibility requirements in Policies 1.6.5, 1.6.6 and 1.6.7.

Consistency with Chapter 163, Florida Statutes:

The amendment is consistent with the provisions of Chapter 163.3184 and 163.3187 F.S concerning the processing of a small-scale future land use amendment to the Comprehensive Plan, as well as providing all applicable data and analysis to support the amendment.

This small-scale future land use amendment to the Comprehensive Plan is compatible with adjacent land uses, adequately address concurrency issues, and is consistent with the City's Comprehensive Plan, and Chapter 163, F.S.

STAFF RECOMMENDATION

Please see page 1 for staff recommendation.

File Attachments for Item:

B. FIRST READING - ZC-2022-01: Application of Minto PBLH, LLC requesting a zoning change from the Civic (C) zoning district to the Mixed Use (MU) zoning district. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.

Submitted By: Planning and Zoning



Meeting Agenda Item Coversheet

MEETING DATE:		9/6/22	Submitted By: Planning and Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		ZC-2022-01 (First Reading): Application of Minto PBLH, LLC requesting a zoning change from the Civic (C) zoning district to the Mixed Use (MU) zoning district. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve FIRST READING of ZC-2022-01 zoning change from the Civic (C) zoning district to the Mixed Use (MU) zoning district.		
SUMMARY and/or JUSTIFICATION:		The applicant is requesting to change the zoning designation from the Civic (C) district to the Mixed Use (MU) zoning district on a 9.137 acre site. The amendment will change the development potential on the site from civic use to a wide range of commercial and residential uses. An application for a Future Land Use Map (FLUM) amendment is being processed concurrent with the subject application. The FLUM amendment is proposing to change the future land use designation from Civic to Downtown Mixed Use.		
SELECT, if applicable		AGREEMENT:		BUDGET:
		STAFF REPORT:	X	PROCLAMATION:
		EXHIBIT(S):	X	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Sheet Final Staff Report Application Justification Statement Maps		
SELECT, if applicable		RESOLUTION:		ORDINANCE: 2022-11
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(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.</i>				
FISCAL IMPACT (if any):				\$



PETITION DESCRIPTION

PETITION NUMBER: ZC-2022-01 (Pod C-2) Ordinance 2022-11

OWNER: Minto PBLH, LLC

APPLICANT: Cotleur & Hearing

ADDRESS: Southeast corner of Persimmon Blvd E and Ilex Way

PCN: 77-40-43-12-00-000-1010

REQUEST: The applicant is requesting a zoning change from the Civic (C) zoning district to the Mixed Use (MU) zoning district. The site is located at the southwest corner of Persimmon Blvd and Ilex Way.

SUMMARY

The applicant is requesting to change the zoning designation from the the Civic (C) district to the Mixed Use (MU) zoning district on a 9.137 acre site. The amendment will change the development potential on the site from civic use to a wide range of commercial and residential uses. An application for a Future Land Use Map (FLUM) amendment is being processed concurrent with the subject application. The FLUM amendment is proposing to change the future land use designation from Civic to Downtown Mixed Use.

No site plan has been submitted as part of this application. Once the City receives a site plan application for the subject site it will be reviewed for compliance with the development regulations under Chapter 3 Zoning Districts and Standards, and it will need to be approved by the City Council. The approval process includes a Local Planning Agency hearing, and two (2) City Council readings.

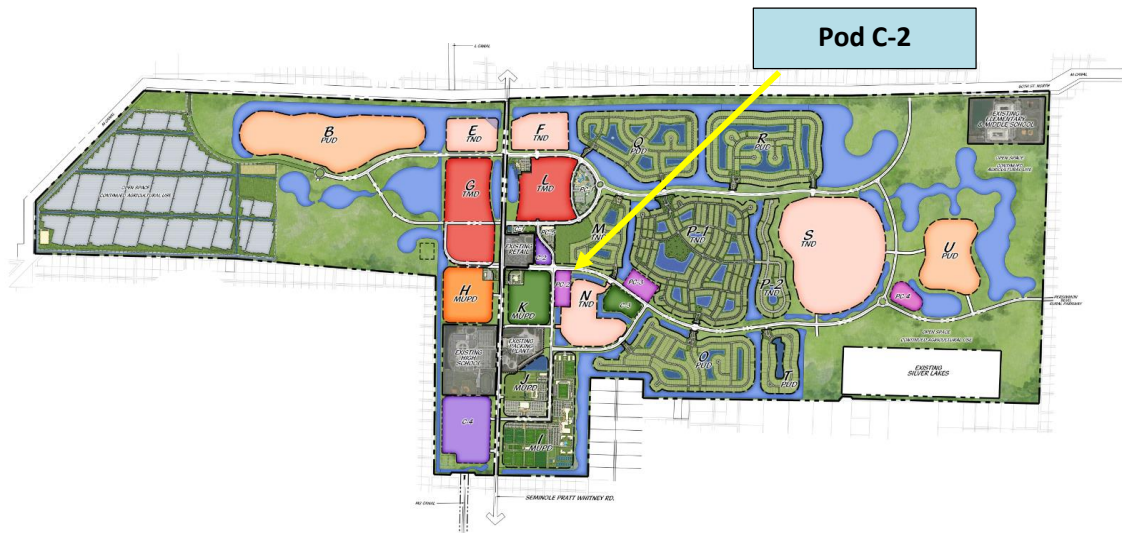
STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the **Planning & Zoning Department** recommends approval of the subject application.

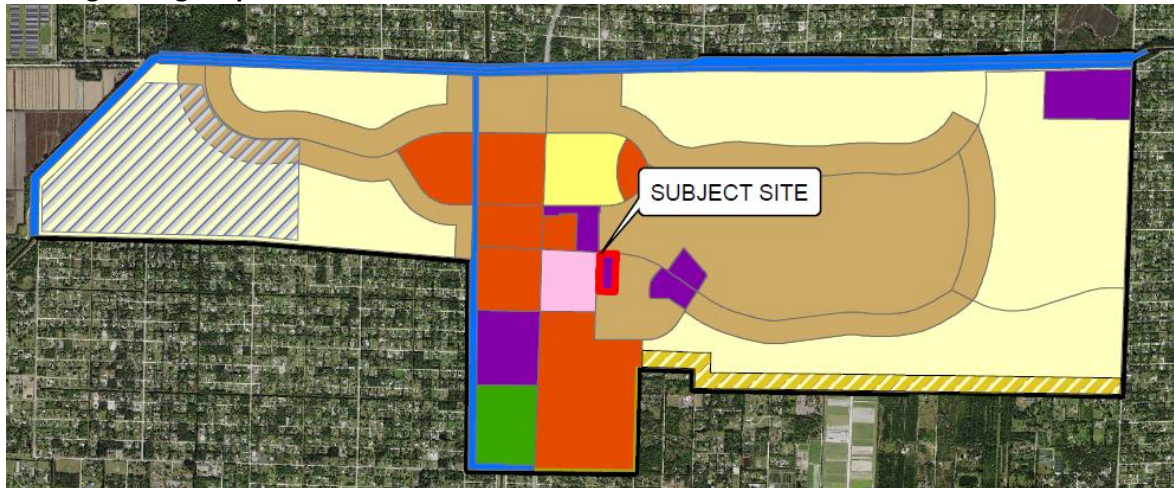
PETITION FACTS

- a. Total Gross Site Area: 9.137 acres
- b. Land Use and Zoning
 - Existing Land Use: Vacant
 - Existing Future Land Use: Civic
 - Proposed Future Land Use: Downtown Mixed Use
 - Existing Zoning: Civic (C)
 - Proposed Zoning: Mixed Use (MU)

	FUTURE LAND USE	ZONING
SUBJECT PROPERTY	Civic	Civic
NORTH	Residential-2	Residential-2
SOUTH	Residential-2	Residential-2
EAST	Residential-2	Residential-2
WEST	Downtown Mixed Use	Medical District



Existing Zoning Map



BACKGROUND

On June 20, 2016, the City of Westlake became the 39th municipality in Palm Beach County. On March 12, 2018, Ordinance No. 2017-05 approved the adoption of the City of Westlake Comprehensive Plan and Future Land Use Map. On September 23, 2019, Ordinance No. 2019-09 established Chapter 3 “Zoning Districts and Standards”, and Adopting of the Zoning Map. The subject application is the first zoning map amendment processed by the City.

STAFF ANALYSIS

Staff reviewed the subject application focusing on compatibility with the surrounding neighborhoods and for any negative impacts regarding the proposed zoning change to the Mixed use zoning district. The proposed Mixed Use zoning district allows a mix of non-residential and residential uses that may be developed on the same parcel, and may be integrated vertically or horizontally. The Mixed Use zoning districts includes all of the uses allowed under the Civic (C) zoning district plus the following uses:

TABLE 3-11: MU DISTRICT RESIDENTIAL STANDARDS

Residential Use Type	Minimum Lot Width Per Dwelling Unit (Feet)	Minimum Front Setback ¹ (Feet)	Minimum Side Road Setback ² (Feet)	Minimum Side Yard Setback ^{2,3} (Feet)	Minimum Rear Yard Setback ² (Feet)	Maximum Building Height (Feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Single family attached dwellings	20	BLDG: 5	BLDG: 5	BLDG: 5	10	50	70%	20%
		FLG: 20	SLG: 20	SLG: 20				
Multi-family dwellings	-	5	20	10	20	100	50%	25%
Assisted living facilities	-	5	20	10	20	100	50%	25%
1. BLDG = Building without front-loading garage, or portion of building without front-loading garage. FLG = Front Loading Garage.								
2. For multi-family developments, setbacks shall be measured from the boundary of the parcel. No other setbacks apply to buildings within the parcel, except buildings are subject to building separation requirements in the Florida Building Code and fire safety codes.								
3. BLDG = Building without side-loading garage, or portion of building without side-loading garage. SLG = Side Loading Garage. No setback is required for single family attached dwelling units along the shared wall.								

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
Religious uses	43,560	20	10	10	20	35%	25%
Educational Uses	43,560	20	10	10	20	35%	25%
Recreational Uses	-	20	10	10	20	30%	60%
Conservation uses	-	-	-	-	-	-	-
Commercial Uses	-	20	10	10	20	45%	25%
Medical Uses	-	20	10	10	20	45%	25%
Sexually oriented business	-	30	10	10	20	35%	25%
Civic Uses	-	20	10	10	20	30%	25%
Light industrial uses	-	30	10	10	20	50%	25%
Institutional uses	-	10	10	10	20	35%	25%
Commercial recreation uses	-	20	10	10	20	35%	25%
Agricultural uses	-	-	-	-	-	-	-
Essential facilities and services	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-
1. Buildings separated from residential zoning districts by a road or canal are not considered adjacent to residential zoning districts.							

This rezoning request is consistent with the following goals, objections, and policies of the City of Westlake Comprehensive Plan:

Objective FLU 1.6: Ensure compatibility among various future land uses while promoting mixed use, economic development and multi-modal transportation.

Policy 1.6.1: Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

Policy: 1.6.2: All allowable uses within a future land use category are deemed compatible with one another for purposes of the Plan and the Land Development Regulations.

Staff has reviewed the following criteria:

1. The proposed change would not be contrary to the land use plan and would not have adverse impacts to the Comprehensive Plan.

The requested Mixed Use (MU) zoning district, allows a minimum gross density of 4 units per acre, the maximum gross density is 16 dwelling units per acre, and a maximum of 3.0 FAR. This is consistent with the Downtown Mixed Use future land use designation that allows a minimum gross density of 4 units per gross acre, the maximum gross density of 16 dwelling units per gross acres, and a maximum of 3.0 FAR. This designation will be consistent with the proposed land use designation of Downtown Mixed Use that is being processed concurrently (CPA-2022-01).

Applicant Response: As detailed in the Justification Statement, the proposed amendment is consistent with the Comprehensive Plan.

2. The proposed rezoning is consistent with the existing land use pattern.

The proposed zoning district is compatible with the existing single-family residential use to the north, south and east, as well as with the existing development to the west.

Applicant Response: The rezoned property will be near other Mixed Use districts and is similar in type to the adjacent medical district. The rezoning will provide for an orderly development pattern consistent with the Comprehensive Plan.

3. The proposed rezoning will not create an isolated district unrelated to adjacent and nearby districts.

This proposed zoning change would not create an isolated zoning district and will be a continuation of the existing development pattern to the west.

Applicant Response: There is no requirement in the City's LDRs to provide this justification; nonetheless, the rezoned property will be near to other Mixed Use districts, is similar in type to the adjacent medical district, and abuts the Downtown Mixed Use Future Land Use Category on the City's 2038 Future Land Use Map, FLU Map 2.1.

4. The proposed change will not create or excessively increase traffic.

The subject site already allows a number of religious, education and civic uses. The proposed zoning change will not create excessive traffic in the area. Any future development will be reviewed for traffic impacts and will be required to provide a traffic study.

Applicant Response: No change in use is proposed and no site plan has been submitted as part of this application. Therefore, no traffic analysis/statement is required. However, as further explained in the Justification Statement, the level of service standards are based on data and analysis that rely on development occurring with a mix of uses, which mix is set forth in Policy FLU 1.1.15. As explained in the Justification Statement, the proposed plan amendment will preserve the mix of uses as contemplated in 1.1.15 because the development of the site with commercial and other non-residential uses will balance out the amount of the land in the Mixed Use District that has been developed with or permitted for civic

use following the development of the Christ Fellowship Center. Thus, as explained in the Justification Statement, the proposed amendment will not call for any development not already contemplated by the Plan and the underlying data and analysis for the existing Comprehensive Plan support the proposed amendment. Therefore, it is anticipated that this amendment will not negatively impact the ability of public facilities to operate within the acceptable levels of service.

5. The change will not adversely influence living conditions in the neighborhood.

The proposed change will not adversely affect the living conditions in the area. Any future development will be reviewed for compliance with the City’s Comprehensive Plan and Land Development Regulations and will need to be approved by the City Council.

Applicant Response: There is no requirement in the City’s LDRs to justify that the property will not adversely influence living conditions in the neighborhood. Nonetheless, the basis for the application is to rebalance the mix of uses in the Mixed Use zoning district. This will allow for a more vibrant downtown and increase the City’s tax base by allowing a balance of uses more consistent with what was contemplated in the City’s Comprehensive Plan than what has been built to date. See attached Exhibit, which demonstrates the amount of existing and permitted civic uses already within the Mixed Use Zoning District, and within the City. Further, as discussed in the Justification Statement, compatibility with adjacent developments will be addressed through buffering as required by the City’s Comprehensive Plan and LDRs.

STAFF RECOMMENDATION

Please see page 1 for staff recommendation.

Reply To: tduhy@llw-law.com**MEMORANDUM**

TO: Ken Cassel

FROM: Tara W. Duhy, Esquire

DATE: August 1, 2022

SUBJECT: **Data and Analysis and Justification Statement**

I. Introduction

Minto PBLH, LLC, is requesting a small-scale comprehensive plan amendment to the City of Westlake's Comprehensive Plan Future Land Use Map ("FLUM") along with a rezoning for the parcel referred to as Pod PC-2, as more fully described in the Legal Description included as part of this application ("the Parcel"). Specifically, the Applicant is requesting that the future land use designation of the Parcel be amended from its current civic category to the downtown mixed use category and that the Parcel be rezoned from the civic district to the mixed use district. As will be discussed in greater detail below, these requests are consistent with the City's Comprehensive Plan ("Plan") and Land Development Regulations ("LDRs") as well as the Community Planning Act.

II. Procedural Summary

The two applications qualify for concurrent processing pursuant to Chapter 3, Article 2.3, Section 3 of the City's Land Development Regulations. A pre-application meeting was held with the City Manager and City attorney on July 15, 2022.

Small Scale Comprehensive Plan Amendment

The requested Amendment is consistent with Policy ADM 1.1.4 of the City's Plan and qualifies to be processed as a small-scale comprehensive plan amendment pursuant to Chapter 2, Article 2.2, Section 2(A) of the City's LDRs, which provides:

01784498-2

JACKSONVILLE
245 Riverside Ave.,
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave., South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
315 South Calhoun St.,
Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite 364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.,
Suite 1100
West Palm Beach, FL 33401
T: 561.640.0820
F: 561.640.8202

(1) 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:

- (a) The proposed amendment relates to a parcel that is less than 10 acres in size;
- (b) The proposed amendment is only for a site-specific small scale development activity;
- (c) The parcel that is the subject of the proposed amendment is not located within an area of critical state concern;
- (d) The City must not have approved more than 120 acres of small scale amendments in the calendar year in which the application is submitted; and
- (e) 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

The Parcel is approximately 9.137 acres in size and the Applicant is only requesting an amendment to the FLUM for small scale development activity. The Parcel is not located within an area of critical state concern and the City has not approved any small-scale amendments in the current calendar year. Finally, while permitted, the Applicant is not seeking any text amendments related to the requested small-scale amendment. Therefore, the application is consistent with the City's LDRs. For the same reasons, the subject application is consistent with the requirements Section 163.3187, Florida Statutes.

Pursuant to Section 163.3187(2), Florida Statutes and Table 2.1 of Chapter 3 of the City's LDRs, a small-scale comprehensive plan amendment only requires one public hearing before the City Council, which shall be an adoption hearing as described in Section 163.3184(11), Florida Statutes.¹ "Small scale amendments may not become effective until 31 days after adoption. If challenged within 30 days after adoption, small scale development amendments may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance." Section 163.3187(5)(c), Florida Statutes.

Rezoning

The requested rezoning is contingent on approval of the requested small-scale amendment to the City's FLUM and is consistent with the City's Plan and LDR. Pursuant to the Table 2-1 of Chapter 3 of

¹ The City Code also requires that small-scale amendments be heard by the Land Planning Agency.

the City's LDRs, a Rezoning is subject to approval by the City Council and must be heard by the Land Planning Agency.

III. Comprehensive Plan Consistency and Compliance Analysis

Florida Statutes requires that "[c]omprehensive plans may only be amended in such a way as to preserve the internal consistency of the plan pursuant to s. 163.3177." See Section 163.3187(4), Florida Statutes. Section 163.3184 also requires that comprehensive plan amendments be "consistent with the requirements of ss. 163.3177, 163.3178, 163.3180, 163.3191, 163.3245, and 163.3248."

In addition, Policies FLU 1.1.1 and FLU 1.1.2 of the City's Plan requires that "[a]ll future development orders shall be consistent with the Plan," and "[a]mendments to the Plan, including the Future Land Use Map (FLU Map 2.1) shall be consistent with all Florida Statute Requirements."

Below, please find an analysis demonstrating that the requested small-scale amendment and related rezoning are compatible with the City's Plan and are in compliance with all applicable Florida Statutes.²

Consistency with Policy FLU 1.1.15, HE 1.2.1, and the data and analysis supporting the existing FLUM

The existing FLUM Category and Zoning District of the Parcel is civic. A future land use amendment and zoning change are requested to allow the potential development of additional non-residential uses to offset the existing development of a significant portion of the current downtown mixed use land area with civic uses. The City has approved the development of the Christ Fellowship Center located on the southern portion of Pod J along Seminole Pratt Whitney Road, consisting of approximately 68,000 square feet of civic uses on thirteen (13) acres. While civic uses are permissible within the downtown mixed use designation, Policy FLU 1.1.15(d) provides that the downtown mixed use area as a whole be developed with a minimum and maximum mix of residential, commercial, civic, light industrial and institutional uses. To maintain the balance called for in Policy 1.1.15, the subject amendment will offset the development of civic uses on thirteen acres of the existing downtown mixed use land area by adding commercial and other non-residential uses to the list of allowable uses on the subject Parcel.³

This request is supported by HE Policy 1.2.1, which provides:

Policy HE 1.2.1 Allow for and support commercial and light industrial development, which will provide employment

² Sections 163.3178 (Coastal management), 163.3191 (Evaluation and appraisal of comprehensive plan), 163.3245 (Sector Plans), and 163.3248 (Rural land stewardship areas) are not applicable to the subject request.

³ Residential uses are not permitted within the Civic category but are permitted within the downtown mixed use category. While the Applicant does not anticipate the Parcel developing with residential uses, the same justification applies – the amendment will not call for any development not already contemplated by the Plan.

opportunities within the City to enable the purchase or rent of affordable housing.

By approving the requested amendment, the City will maintain land area for commercial uses that support economic activities as originally conceived by the Plan, while still providing civic uses at a different location within the downtown.

Because 13 acres of current land designated with the downtown mixed use category have developed with civic uses, the proposed amendment, which will allow commercial and other non-residential development on the property, is consistent with the population projections, non-residential needs and public facilities analyses that support the existing Comprehensive Plan and Future Land Use Map. The proposed amendment will not call for any development above what is already contemplated by the Plan.

Compatibility – Policies FLU 1.6.1, 1.6.5, 1.6.7 and 1.6.8

Table 1 demonstrates future land use, zoning, and land use designations of the adjacent site parcels. The subject Parcel is separated from the existing Downtown Mixed Use District by Ilex Way.

Table 1: Adjacent Property Land Uses

TABLE 1 SURROUNDING LAND USES			
	FUTURE LAND USE	ZONING	LAND USE
NORTH	N/A	N/A	Roadway – Persimmon Blvd E
SOUTH	Residential 2	Residential 2 (R-2)	Single-Family Residential – Sky Cove South (Pod N)
EAST	Residential 2	Residential 2 (R-2)	Single-Family Residential – Sky Cove South (Pod N)
WEST	N/A	N/A	Roadway – Ilex Way

The Plan addresses Consistency requirement in Objective 1.6. The proposed amendment is consistent with this Objective and its supporting Policies. Specifically, Policy FLU 1.6.1 reads:

Policy FLU 1.6.1 Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

The Parcel is centrally located and surrounded by residential and mixed use districts. The proximity of Sky Cove South residents to the Parcel will allow for multi-modal transportation opportunities via

cycling and walking to the site, which may provide opportunities for work or shopping that are not currently available under the civic designation.

Policy FLU 1.6.5 Development abutting a different future land use category shall comply with the following minimum compatibility requirements. The City may adopt additional buffer requirements in the Land Development Regulations.

The proposed amendment is consistent with Policy FLU 1.6.5, which anticipates and addresses the development of different land uses adjacent to one another by requiring appropriate buffers and spacing. (See also Policies FLU 1.6.7 and 1.6.8, which provide alternative compatibility techniques). At the time a Site Plan is submitted for the Parcel, Policy 1.6.5 and implementing provisions of the City's LDRs will require the Parcel to achieve compatibility with adjacent existing residentially developed land. In addition, Sky Cove has a buffer averaging thirty-six feet (36') in depth along its western boundary and twenty to twenty-five feet (20'-25') along its northern boundary, adjacent to Parcel C-2. This condition further demonstrates the compatibility of the proposed land use amendment with the adjacent residential development.

Public Facilities – Policies FLUE 1.4.2, TE 1.2.3, TE 1.2.7, INF 1.1.5, INF 1.1.6, INF 1.3.5, INF 1.3.6, INF 1.5.7, INF 1.5.8, INF 1.6.5, and CIE 1.3.2

The proposed small-scale amendment to the FLUM and related rezoning are consistent with Policies FLUE 1.4.2, TE 1.2.3, TE 1.2.7, INF 1.1.5, INF 1.1.6, INF 1.3.5, INF 1.3.6, INF 1.5.7, INF 1.5.8, INF 1.6.5, and CIE 1.3.2 of the Comprehensive Plan which address public facilities within the City.

As mentioned above, the proposed amendment will not call for any development not already contemplated by the Plan. Thus, the underlying data and analysis for the existing Comprehensive Plan support the proposed amendment. Concurrency for drainage, potable water, wastewater, and solid waste will be addressed through the Site Planning process for any proposed use on the Property pursuant to Chapter 2, Article 2.2, Section 3. Thus, the subject amendment is consistent with the City's Comprehensive Plan relative to the provision of public facilities.

IV. Consistency with City LDRs

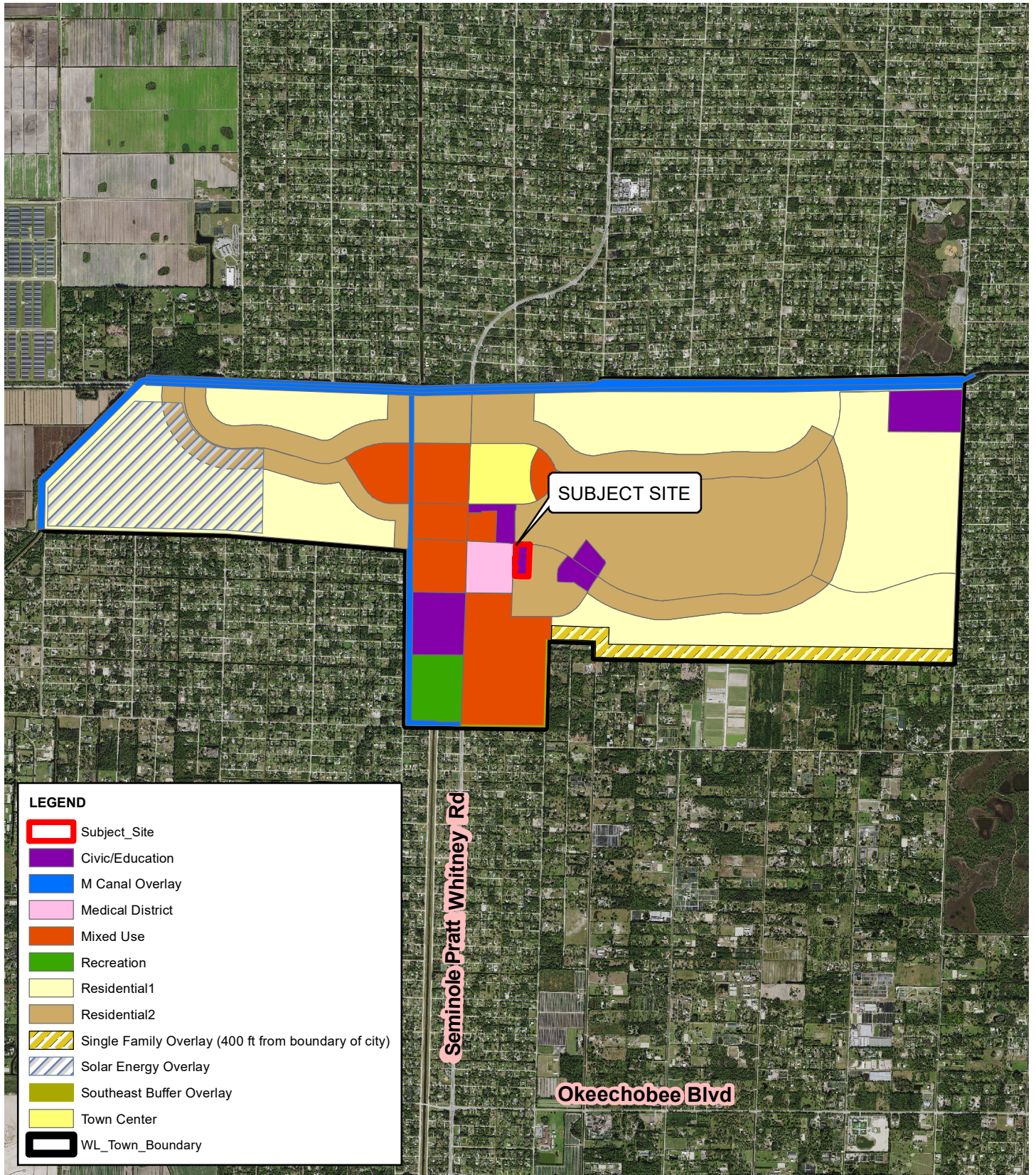
The Applicant proposes a mixed use zoning district within the downtown mixed use future land use designation, which is deemed consistent and pursuant to Chapter 3, Article 3.2, Section 1.

TABLE 3-1: FUTURE LAND USE CONSISTENCY TABLE














Future Land Use Category	Consistent Zoning Districts
Downtown Mixed Use	Mixed Use (MU) Town Center (TC) Medical District (M) Civic (C) Open Space and Recreation (OSR) Planned Development (PD)

V. Conclusion

The Applicant is requesting approval of the small-scale comprehensive plan amendment to the FLUM of the City’s Plan as presented, along with the related rezoning, both of which are consistent with the City’s Plan and LDRs as well as all applicable Florida Statutes.



LEGEND

-  Subject_Site
-  Civic/Education
-  M Canal Overlay
-  Medical District
-  Mixed Use
-  Recreation
-  Residential1
-  Residential2
-  Single Family Overlay (400 ft from boundary of city)
-  Solar Energy Overlay
-  Southeast Buffer Overlay
-  Town Center
-  WL_Town_Boundary



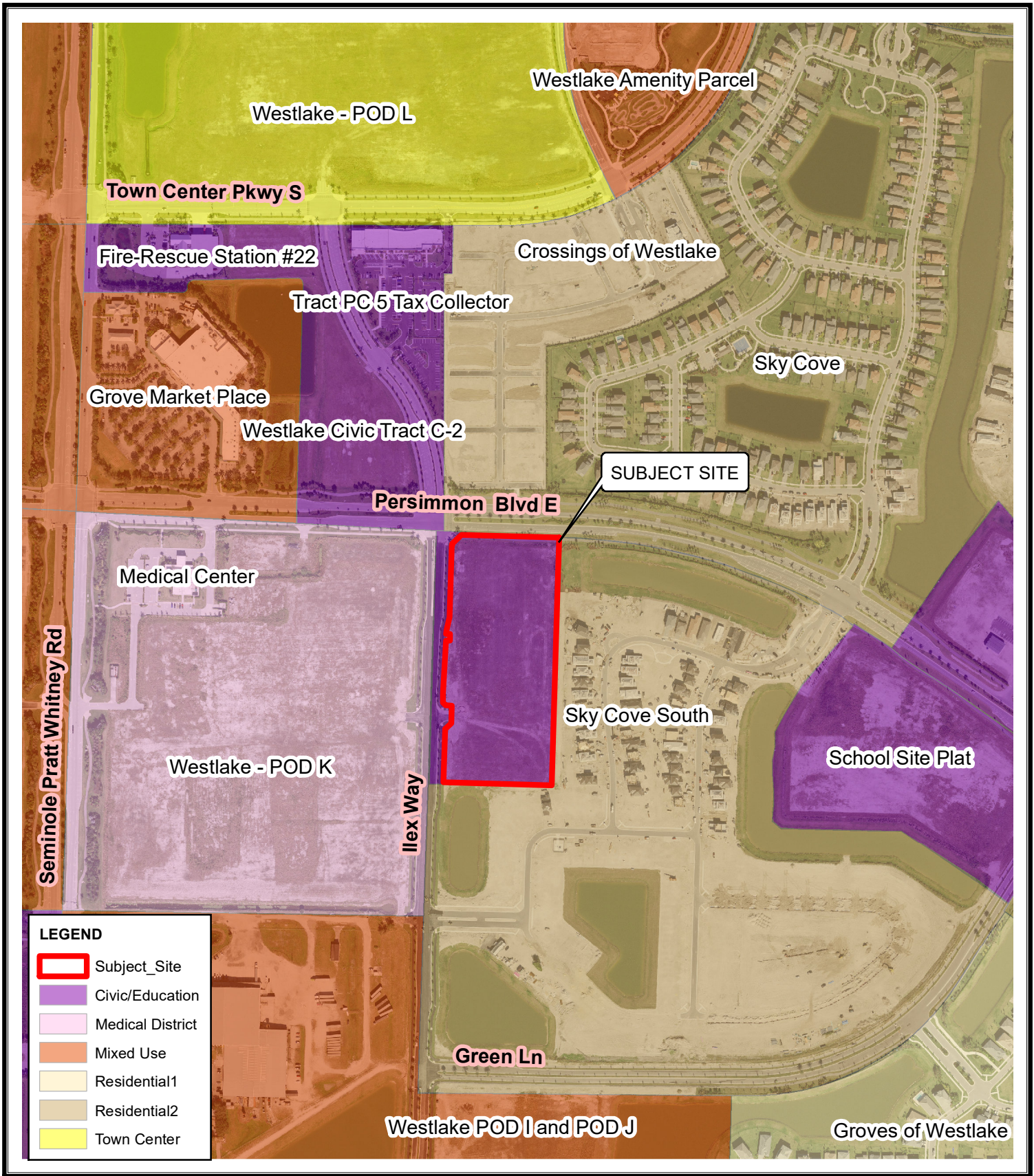
1 inch equals 4,000 feet
 0 2,000 4,000
 Feet

Parcel PC-2
Existing Zoning Map
 Westlake, Florida



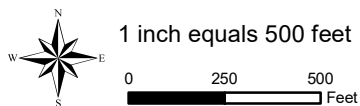
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
 561.747.6336 · 561.747.1377

Map Document:
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 Plan Amendment\Maps and Graphics\ArcMap_Projects)
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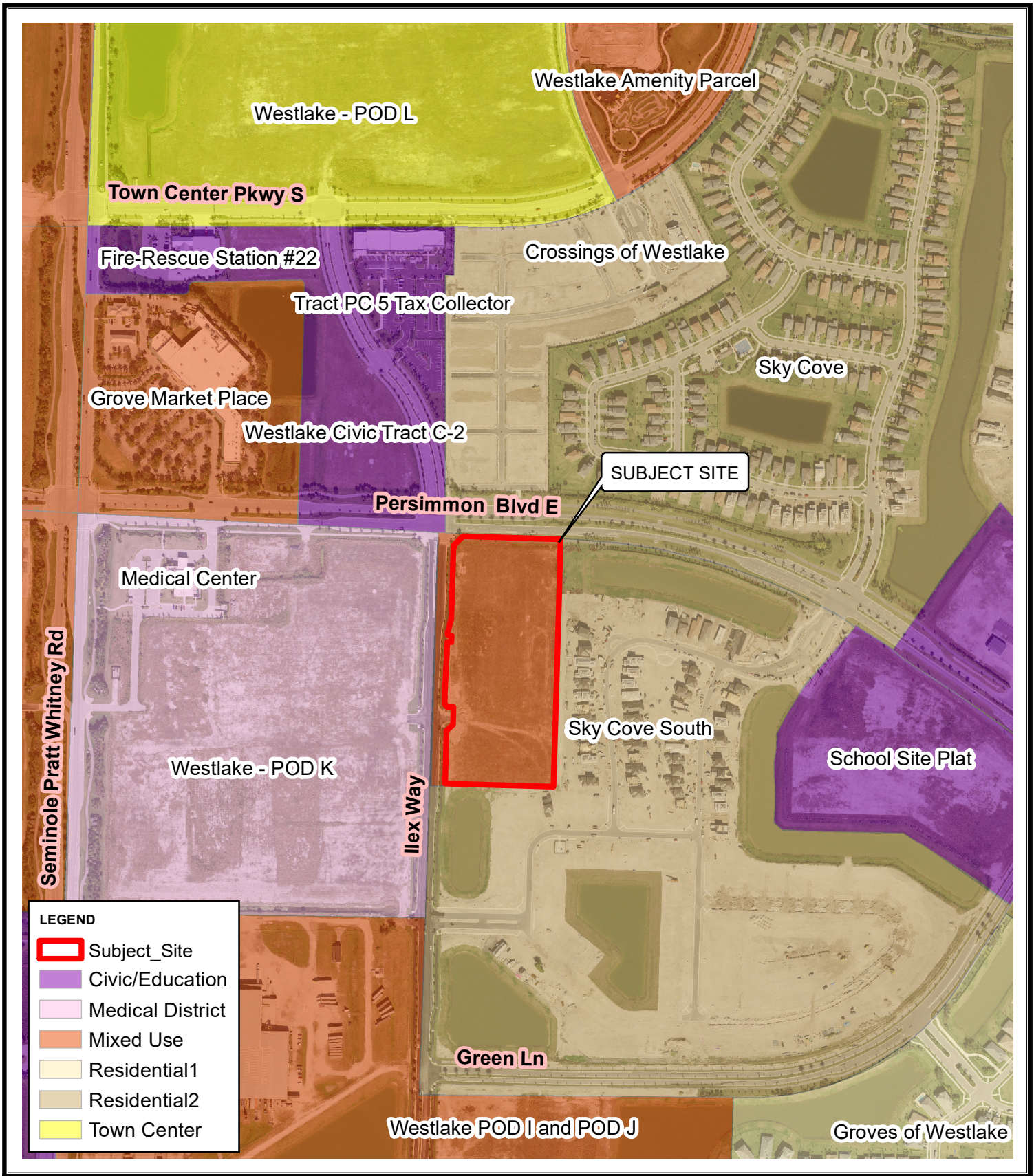
- Subject_Site
- Civic/Education
- Medical District
- Mixed Use
- Residential1
- Residential2
- Town Center



Parcel PC-2
Existing Zoning Map
 Westlake, Florida

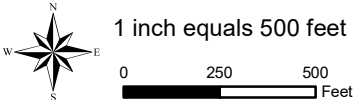
Cotleur & Hearing
 1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
 561.747.6336 · 561.747.1377

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 Plan Amendment\Maps and Graphics\ArcMap_Projects)
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LEGEND

- Subject_Site
- Civic/Education
- Medical District
- Mixed Use
- Residential1
- Residential2
- Town Center



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Plan Amendment\Maps and Graphics\ArcMap_Projects)
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Parcel PC-2
Proposed Zoning Map
Westlake, Florida



1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

ORDINANCE NO. 2022-11

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AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE REZONING OF THE PROPERTY CONSISTING OF APPROXIMATELY 9.137 GROSS ACRES IN SIZE, FOR THE PARCEL REFERRED TO AS POD PC-2 FROM CIVIC DISTRICT TO MIXED USE DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through an Application filed by Minto PBLH, LLC, the City of Westlake intends to rezone approximately 9.137 acres consisting of real property located at Westlake, Florida; and

WHEREAS, the City of Westlake Future Land Use Map designates this real property for Downtown Mixed Use category; and

WHEREAS, rezoning the area in question from Civic District to the Mixed Use District is consistent with the permitted uses as identified in the City of Westlake Comprehensive Plan Land Use Implementation; and

WHEREAS, the proposed rezoning to Mixed Use District is compatible with the surrounding existing zoning designations for properties in this vicinity; and

WHEREAS, the City proposes to rezone the site that consists of 9.137 acres more or less; and

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

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

SECTION 2. The City Council of the City of Westlake, Florida, after hearing any and all comments and objections made during the course of a duly advertised and scheduled public hearing hereby finds that this rezoning request is consistent with the following goals, objections, and policies of the City of Westlake Comprehensive Plan:

- Objective FLU 1.6: Ensure compatibility among various future land uses while promoting mixed use, economic development and multi-modal transportation.
- Policy 1.6.1: Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

1 Policy: 1.6.2: All allowable uses within a future land use category are deemed
2 compatible with one another for purposes of the Plan and the Land Development
3 Regulations.

4
5 **SECTION 3.** The City Council of Westlake, Florida hereby approves the
6 rezoning of the real property as depicted in the map labeled Exhibit "A" to Mixed
7 Use District.

8
9 **SECTION 4. Conflicts.** All ordinances or parts of ordinances,
10 resolutions or parts of resolutions which are in conflict herewith, are hereby
11 repealed to the extent of such conflict.

12
13 **SECTION 5. Severability.** Should the provisions of this ordinance be
14 declared to be severable and if any section, sentence, clause or phrase of this
15 ordinance shall for any reason be held to be invalid or unconstitutional, such
16 decision shall not affect the validity of the remaining sections, sentences, clauses,
17 and phrases of this ordinance but they shall remain in effect, it being the
18 legislative intent that this ordinance shall remain notwithstanding the invalidity
19 of any part.

20
21 **SECTION 6. Effective Date.** This ordinance shall be effective upon
22 adoption on second reading.

23
24 **PASSED** this ____ day of _____, 2022, on first reading.

25 **PUBLISHED** on this ____ day of _____, 2022 in the Palm Beach Post.

26 **PASSED AND ADOPTED** this ____ day of _____, 2022, on second reading.

27
28

29
30 _____
31 City of Westlake
32 John Paul O'Connor, Mayor

33
34 **ATTEST:**
35 _____
36 Zoie Burgess, City Clerk

37
38 **APPROVED AS TO LEGAL FORM:**

OFFICE OF THE CITY ATTORNEY

1
2

Exhibit A

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

5 **COMMENCE** AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE
6 40 EAST; THENCE S.01°33'05"W. ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE
7 OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL ROAD
8 EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58 OF THE PUBLIC RECORDS OF
9 PALM BEACH COUNTY, FLORIDA AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF
10 SAID PUBLIC RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID
11 NORTH LINE OF THE 80 FOOT M-CANAL ROAD EASEMENT, A DISTANCE OF 3776.52 FEET
12 TO A POINT ON THE ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT
13 WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1544, PAGE 378 AND
14 OFFICIAL RECORD BOOK 1640, PAGE 1626 BOTH OF SAID PUBLIC RECORDS; THENCE
15 S.01°42'52"W. ALONG SAID ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT
16 WHITNEY ROAD, A DISTANCE OF 4364.18 FEET TO THE NORTHWEST CORNER OF THE
17 EXISTING RIGHT-OF-WAY OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN
18 OFFICIAL RECORD BOOK 28479, PAGE 822 OF SAID PUBLIC RECORDS, ALSO A POINT ON
19 THE SOUTH LINE OF PERSIMMON BOULEVARD AS RECORDED IN OFFICIAL RECORD
20 BOOK 10202, PAGE 430, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID
21 SOUTH LINE OF PERSIMMON BOULEVARD, A DISTANCE OF 646.56 FEET TO A POINT ON
22 THE EAST LINE OF SAID EXISTING RIGHT-OF-WAY OF SEMINOLE PRATT WHITNEY
23 ROAD; THENCE S.01°42'52"W., ALONG SAID EAST LINE, A DISTANCE OF 77.00 FEET;
24 THENCE CONTINUE S.01°42'52"W., A DISTANCE OF 3.00 FEET TO A POINT ON THE
25 ADDITIONAL RIGHT-OF-WAY OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON
26 BOULEVARD EAST - PLAT 1, AS RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, OF
27 SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID ADDITIONAL RIGHT-OF-WAY
28 FOR THE FOLLOWING THREE (3) COURSES: 1) S.88°17'08"E., A DISTANCE OF 573.95 FEET;
29 2) THENCE S.43°17'08"E., A DISTANCE OF 53.74 FEET; 3) THENCE S.88°17'08"E., A DISTANCE
30 OF 112.50 FEET TO POINT ON THE EAST RIGHT-OF-WAY OF ILEX WAY II, AS SHOWN OF
31 ILEX WAY II, AS RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF
32 SAID PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE CONTINUE
33 S.88°17'08"E. ALONG SAID ADDITIONAL RIGHT-OF-WAY, A DISTANCE OF 1.50 FEET TO
34 THE SOUTHEAST CORNER OF PERSIMMON BOULEVARD EAST - PLAT 1, AS RECORDED IN
35 PLAT BOOK 125, PAGES 106 AND 107, OF SAID PUBLIC RECORDS, ALSO A POINT ON THE
36 SOUTHERLY RIGHT-OF-WAY OF PERSIMMON BOULEVARD EAST, AS SHOWN ON
37 PERSIMMON BOULEVARD EAST-PLAT 2, AS RECORDED IN PLAT BOOK 128, PAGES 22
38 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY
39 RIGHT-OF-WAY OF PERSIMMON BOULEVARD EAST, FOR THE FOLLOWING THREE (3)
40 COURSES: 1) N.01°42'52"E., A DISTANCE OF 12.00 FEET; 2) THENCE N.46°42'53"E., A
41 DISTANCE OF 56.57 FEET; 3) THENCE S.88°17'08"E., A DISTANCE OF 373.13 FEET; THENCE
42 S.01°41'49"W., A DISTANCE OF 947.92 FEET; THENCE N.88°18'58"W., A DISTANCE OF 419.92
43 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ILEX WAY II, AS RECORDED IN PLAT
44 BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE
45 ALONG SAID EAST RIGHT-OF-WAY LINE OF ILEX WAY II FOR THE FOLLOWING SIX (6)

8/18 126p

1 COURSES: 1) N.01°42'52"E., A DISTANCE OF 286.41 FEET; 2) THENCE N.43°17'08"W., A
2 DISTANCE OF 15.56 FEET; 3) THENCE N.01°42'52"E., A DISTANCE OF 38.40 FEET; 4) THENCE
3 N.02°54'08"E., A DISTANCE OF 239.24 FEET; 5) THENCE N.14°07'19"E., A DISTANCE OF 51.38
4 FEET; 6) THENCE N.01°42'52"E., A DISTANCE OF 270.96 FEET TO THE **POINT OF**
5 **BEGINNING.**

6 CONTAINING: 398,017 SQUARE FEET OR 9.137 ACRES, MORE OR LESS.
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Reply To: tduhy@llw-law.com

Ken Cassel, City Manager
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

Dear Mr. Cassel:

Please accept the following responses to the comments from City Staff dated August 5, 2022 on the Small Scale Comprehensive Plan Amendment and Rezoning Applications. As you may recall, these applications were submitted as joint application, but on August 8, 2022, it was agreed that City Staff would duplicate the joint application and process the Small-Scale Comprehensive Plan Amendment and the Rezoning Application separately. Therefore, these responses apply to both applications.

Responses to Staff Comments

1. **Staff Comment:** Provide two separate application requests. One for the FLUM Amendment and another for the Zoning Change including separate justification statements. Please note that City Council will hear these applications individually.

Applicant Response: Understood. As discussed with staff on August 8, 2022, because the rezoning and FLUM Amendment applications contain the same information as noted in the original submittal and because no additional fees are required, staff will duplicate the submitted information to be addressed as a separate Rezoning Application.

2. **Staff Comment:** Address Level of Service in the Justification Statement. Justification Statement states that concurrency will be addressed through the site planning process. However, Level of Service is required to be addressed as part of this FLUM Amendment for the highest intensity use allowed. Justification Statement must address level of service as follows:

01792604-6

JACKSONVILLE
245 Riverside Ave.,
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave., South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
315 South Calhoun St.,
Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite 364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.,
Suite 1100
West Palm Beach, FL 33401
T: 561.640.0820
F: 561.640.8202

- Policy INF 1.1.4** The potable water LOS standards for non-residential uses shall be 150 gallons per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks shall have a LOS standard of 10 gpd per visitor.
- Policy INF 1.3.4** The wastewater LOS standard for non-residential uses shall be 150 gallons of wastewater per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks have a LOS standard of 10 gpd per visitor.
- Policy INF 1.5.2** The solid waste LOS standard shall be 7.02 pounds of solid waste per person per day.
- Policy INF 1.6.6** The City shall coordinate with SID to maximize the use of existing drainage facilities.

Applicant Response:

Policies INF 1.1.4, INF 1.3.4, and INF 1.5.2 set the level of service standards for the City.

Levels of service are analyzed and applied to specific developments through concurrency. As stated in the Justification Statement, concurrency for transportation, drainage, potable water, wastewater, and solid waste will be addressed through the Site Planning process for any proposed use on the Property pursuant to Chapter 2, Article 2.2, Section 3. Therefore, Applicant is not required to submit further information at this time.

However, as further explained in the Justification Statement, the level of service standards are based on data and analysis that rely on development occurring with a mix of uses, which mix is set forth in Policy FLU 1.1.15. As explained in the Justification Statement, the proposed plan amendment will preserve the mix of uses as contemplated in 1.1.15 because the development of the site with commercial and other non-residential uses will balance out the amount of the land in the Mixed Use District that has been developed with or permitted for civic use following the development of the Christ Fellowship Center. Thus, as explained in the Justification Statement, the proposed amendment will not call for any development not already contemplated by the Plan and the underlying data and analysis for the existing Comprehensive Plan support the proposed amendment. Therefore, it is anticipated that this amendment will not negatively impact the ability of public facilities to operate within the acceptable levels of service.

Policy 1.6.6 speaks to the City's coordination with SID and requires no further information from the Applicant.

3. **Staff Comment:** Provide a traffic analysis/statement for the proposed change.
Applicant Response: No change in use is proposed and no site plan has been filed with this application. Therefore, no traffic analysis/statement is required.
4. **Staff Comment:** Clarify the note on the Adjacent Parcel Buffer Map. Map shows the subject property providing a buffer? The type of buffer its [sic] not called out.

Applicant Response: No site plan has been filed with this Application. As discussed in the Justification Statement, the City's Comprehensive Plan and Land Development Regulations ("LDRs") require the applicant to provide appropriate buffering for the proposed use to ensure compatibility with adjacent development. Because a use has not yet been proposed and no site plan has been filed, this comment is premature. Buffering will be addressed, as required by the City's LDRs, as part of the site planning process once a use is proposed.

5. **Staff Comment:** Provide in Justification Statement reasons why the property cannot be used in accord with existing zoning. Justify the need to for the rezoning from Civic to the Mixed-Use district.

Applicant Response: There is no requirement in the City's LDRs to justify why the property cannot be used in accordance with existing zoning. Nonetheless, the basis for the application is to rebalance the mix of uses in the Mixed Use zoning district. This will allow for a more vibrant downtown and increase the City's tax base by allowing a balance of uses more consistent with what was contemplated in the City's Comprehensive Plan than what has been built to date. See attached Exhibit, which demonstrates the amount of existing and permitted civic uses already within the Mixed Use Zoning District, and within the City.

6. **Staff Comment:** Confirm the proposed change would not be contrary to the land use plan and would not have adverse impacts to the Comprehensive Plan.

Applicant Response: As detailed in the Justification Statement, the proposed amendment is consistent with the Comprehensive Plan.

7. **Staff Comment:** Confirm the proposed rezoning is consistent with the existing land use pattern.

Applicant Response: The rezoned property will be near other Mixed Use districts and is similar in type to the adjacent medical district. The rezoning will provide for an orderly development pattern consistent with the Comprehensive Plan.

8. **Staff Comment:** Confirm the proposed rezoning will not create an isolated district unrelated to adjacent and nearby districts.

Applicant Response: There is no requirement in the City's LDRs to provide this justification; nonetheless, the rezoned property will be near to other Mixed Use districts, is similar in type to the adjacent medical district, and abuts the Downtown Mixed Use Future Land Use Category on the City's 2038 Future Land Use Map, FLU Map 2.1.

9. **Staff Comment:** Provide justification that the proposed change will not create or excessively increase traffic.

Applicant Response: No change in use is proposed and no site plan has been submitted as part of this application. Therefore, no traffic analysis/statement is required. However, as further explained in the Justification Statement, the level of service standards are based on data and analysis that rely on development occurring with a mix of uses, which mix is set forth in Policy FLU 1.1.15. As explained in the Justification Statement, the proposed plan amendment will preserve the mix of uses as contemplated in 1.1.15 because the development of the site with commercial and other non-residential uses will balance out the amount of the land in the Mixed Use District that has been developed with or permitted for civic use following the development of the Christ Fellowship Center. Thus, as explained in the Justification Statement, the proposed amendment will not call for any development not already contemplated by the Plan and the underlying data and analysis for the existing Comprehensive Plan support the proposed amendment. Therefore, it is anticipated that this amendment will not negatively impact the ability of public facilities to operate within the acceptable levels of service.


10. **Staff Comment:** Justify that the change will not adversely influence living conditions in the neighborhood.

Applicant Response: There is no requirement in the City's LDRs to justify that the property will not adversely influence living conditions in the neighborhood. Nonetheless, the basis for the application is to rebalance the mix of uses in the Mixed Use zoning district. This will allow for a more vibrant downtown and increase the City's tax base by allowing a balance of uses more consistent with what was contemplated in the City's Comprehensive Plan than what has been built to date. See attached Exhibit, which demonstrates the amount of existing and permitted civic uses already within the Mixed Use Zoning District, and within the City. Further, as discussed in the Justification Statement, compatibility with adjacent developments will be addressed through buffering as required by the City's Comprehensive Plan and LDRs.

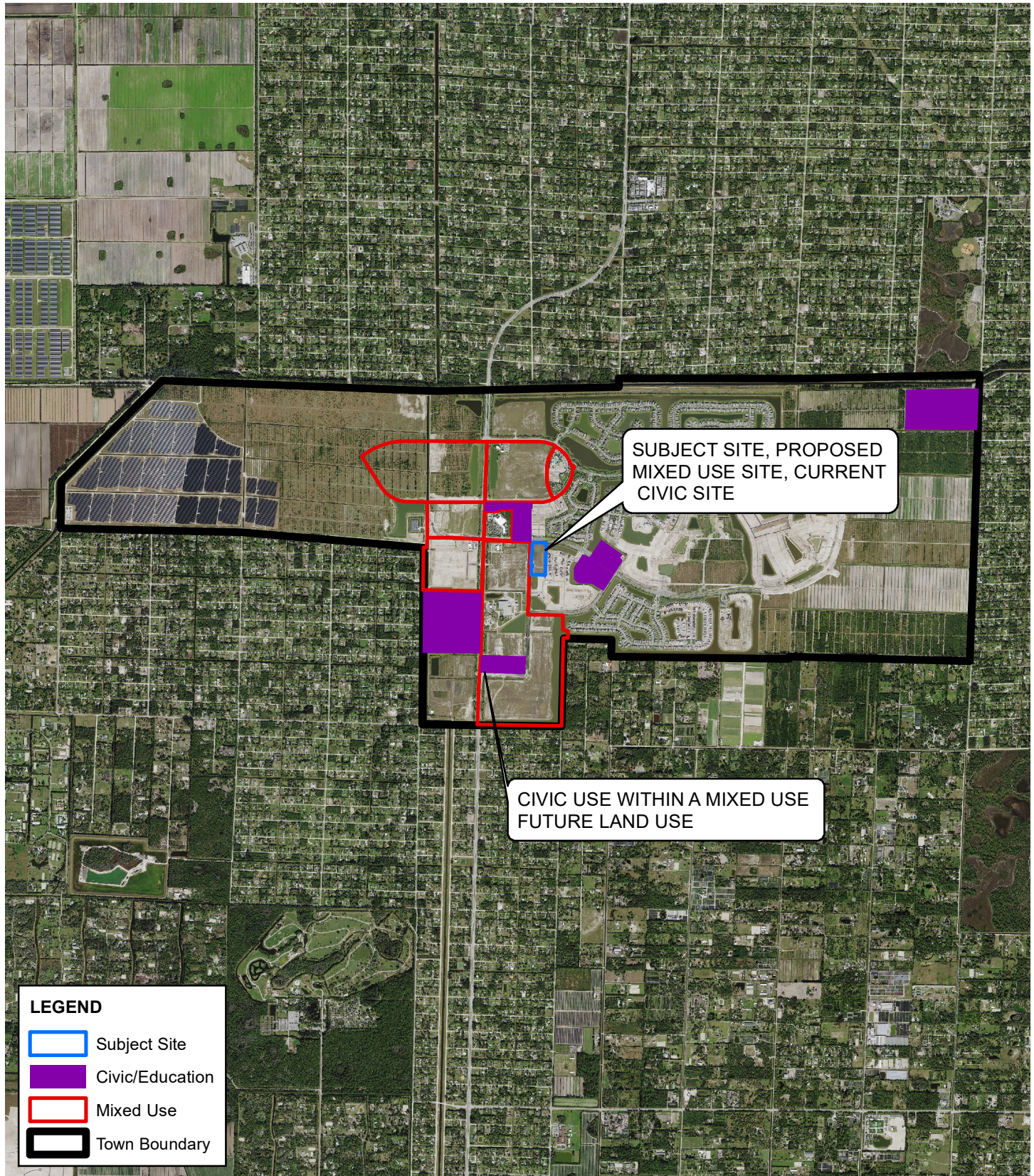
Ken Cassel
August 15, 2022
Page 5

Additional Applicant Comments: City staff and legal have stated their intention to adopt the small-scale comprehensive plan amendment by ordinance, with readings at both the September and October City Council meetings. The City Attorney further clarified on August 11, 2022, that only the September meeting shall be considered a public hearing for purposes of the adoption. While Minto does not agree that adoption of a small-scale amendment requires two readings, it will consent to the proposed schedule without further objection in this instance because it is agreed that the associated rezoning will require two meetings for adoption.

The Applicant will collaborate closely with City staff to bring this application to completion as quickly as possible. The Applicant and the entire development team are available to answer any questions staff might have and/or provide necessary information to supplement the information provided in the submittal. If the City requires any additional information to process the subject applications, please do not hesitate to contact me.


For Tara W. Duhy

CC: Donald J. Doody
John Carter
Don Hearing

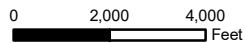


LEGEND

-  Subject Site
-  Civic/Education
-  Mixed Use
-  Town Boundary



1 inch equals 4,000 feet



Map Document:
(F:\Projects Active\13-0518.123 Minto Westlake Comp
Plan Amendment\Maps and Graphics\ArcMap_Projects)
AS 08/15/2022 -- 03:00:00 PM

Parcel PC-2

Mixed Use - Future Land Use Analysis Map

Westlake, Florida



1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

File Attachments for Item:

C. First amendment to agreement between the City of Westlake and Nova Engineering and Environmental, LLC.

Submitted By: Administration

RESOLUTION 2022-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		September 6, 2022	Submitted By: Administration		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		First amendment to agreement between the City of Westlake and Nova Engineering and Environmental, LLC.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve first amendment to agreement between the City of Westlake and Nova Engineering and Environmental, LLC.			
SUMMARY and/or JUSTIFICATION:		<p>The City of Westlake amended agreement on June 8, 2020, with Nova Engineering and Environmental, LLC to provide building inspection, plan examinations and other building official functions typically provided by a municipal building department.</p> <p>The proposed amendment is identifying an updated fee schedule and agreeing to extend services provided by Nova Engineering and Environmental, LLC for an additional term of two (2) years up to and including July 1, 2024. The term shall be renewed automatically until either party terminates in accordance with the provisions of Article 9 of the original Agreement.</p>			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>					
SELECT, if applicable		RESOLUTION: X		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>		A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$	213

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CITY OF WESTLAKE

RESOLUTION NO. 2022-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the proper City Council Member to execute a First Amendment to Agreement between the City of Westlake and Nova Engineering and Environmental, LLC;

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

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Commission of the City of Westlake, Florida, hereby approves and authorizes the proper City Council Member to execute First Amendment to Agreement between the City of Westlake and Nova Engineering and Environmental, LLC. A copy of the First Amendment is attached hereto as Exhibit "A".

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extend of such conflict.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this ____ day of _____2022.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, City Clerk

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND
ENVIRONMENTAL, LLC**

THIS FIRST AMENDMENT to Agreement is entered into as of this ____ day of _____, 2022, by and between:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC., hereinafter referred to as “NOVA;”

And

CITY OF WESTLAKE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as “CITY”

The CITY and NOVA may hereinafter collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, on June 8, 2020, NOVA and CITY entered into an Agreement (the “Original Agreement”); and

WHEREAS, the Parties desire to amend the Original Agreement to extend the term of the Agreement for an additional two (2) years and to amend the existing fee schedule; and

NOW, THEREFORE, in consideration of the mutual benefits and other consideration as set forth herein, the Parties agree as follows:

SECTION 1. The foregoing “whereas” clauses are incorporated herein by reference.

SECTION 2. In accordance with Article 1 of the Original Agreement, the parties hereby exercise the option to renew commencing retroactively as of July 1, 2022 for an additional two (2) year term. Commencing as of July 1, 2024, the term shall be renewed automatically until either party terminates in accordance with the provisions of Article 9 of the Original Agreement.

SECTION 3. The fee schedule referenced in Article 11 and attached to the Original Agreement is hereby amended and is attached hereto as Exhibit “A”.

SECTION 4. In the event of any inconsistencies between this First Amendment and the Original Agreement, the provisions contained in this First Amendment shall prevail. In all other respects, the terms and provisions of the Original Agreement are ratified and confirmed.


IN WITNESS WHEREOF, the parties have caused this presence to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed thereto the day and year first above written.

CITY:
CITY OF WESTLAKE, FLORIDA

CONTRACTOR:
NOVA ENGINEERING AND ENVIRONMENTAL, LLC

By: _____
Title: _____

Date: _____



By: Jason Hill
Title: Executive Vice President

Date: 08/31/2022



August 24, 2022

Mr. Kenneth Cassel
City of Westlake
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Mr. Cassel:

Please see the newly proposed rates for the NOVA Engineering/City of Westlake Municipal Contract.

Building Official	Request to change	125.00 per hr.
Fire Official	Request to change	125.00 per hr.
Plans Examiner	Request to change	95.00 per hr.
Building Inspector	Request to change	90.00 per hr.
Permit technician	Request to change	60.00 per hr.

Should you require any additional information, please let us know.

Respectfully submitted,

NOVA Engineering & Environmental, LLC

Joseph Berko
Building Official BU 1601
Branch Manager
jberko@usanova.com

File Attachments for Item:

D. Third Addendum to the Law Enforcement Service Agreement

Submitted By: Administration

RESOLUTION 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF WESTLAKE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		September 6, 2022	Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Third Addendum to the Law Enforcement Service Agreement		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve Third Addendum to the Law Enforcement Service Agreement		
SUMMARY and/or JUSTIFICATION:		<p>The City entered into an agreement for law enforcement services with the Palm Beach County Sheriff's Office on or around August 12, 2019, for a five-year term at a cost of \$650,000.00.</p> <p>In keeping with the agreement, the Sherriff Office shall submit cost for services in anticipation of the City's budget process. The attached second addendum identifies the anticipated cost for Fiscal Year October 1, 2022, through September 30, 2023, and the addition of a law enforcement officer.</p> <p>The annual cost for services is \$832,606.00.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Third Addendum to the Law Enforcement Service Agreement Agreement for Law Enforcement Services			
SELECT, if applicable	RESOLUTION: X		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>	<p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF WESTLAKE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</p>			
FISCAL IMPACT (if any):	Annual Budget		\$ 832,606.00	

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CITY OF WESTLAKE

RESOLUTION NO. 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF WESTLAKE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the proper City Council Member to execute a Third Addendum to the Law Enforcement Service Agreement between the City of Westlake and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida;

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

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Commission of the City of Westlake, Florida, hereby approves and authorizes the proper City Council Member to execute a Third Addendum to the Law Enforcement Service Agreement between the City of Westlake and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida. A copy of the Third Addendum is attached hereto as Exhibit "A".

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

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

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SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this __6__ day of __September_2022.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, City Clerk

THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND CITY OF WESTLAKE

This Third Addendum to the Law Enforcement Service Agreement is made by and between the City of Westlake (hereinafter referred to as “Westlake”) located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). Westlake and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2019, a First Addendum effective October 01, 2020, and a Second Addendum effective October 01, 2021, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to adjust the level of service by adding one (1) Deputy Sheriff and set forth the consideration for the Fourth Year of the Contract Term, October 01, 2022 through September 30, 2023.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The level of service and allocations for the term in the Fourth Year of the Contract Term of this Agreement, that being October 01, 2022 through September 30, 2023, is reflected in revised EXHIBIT A, attached and incorporated as if fully stated herein. Revised Exhibit A hereby replaces former Exhibit A to the Agreement and is effective October 01, 2022.
2. Article 5, Section 5.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2022 through September 30, 2023 as follows: The total amount due for the annual period referenced above shall be \$832,606.00. Monthly payments shall be \$69,383.83. The last monthly payment shall be \$69,383.87.
3. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2.1 (E) shall be compensated at a rate of \$100.00 per hour and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF. Alternatively, the CITY may opt to submit an application for an off-duty permit.

4. In all other respects and unless otherwise stated, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF WESTLAKE

BY: _____
Ric L. Bradshaw

BY: _____
JohnPaul O'Connor

Title: Sheriff

Title: Mayor

Witness: _____
Eric Coleman, Major

Witness: _____
Zoie P. Burgess, City Clerk

DATE: _____

DATE: _____

EXHIBIT A*

Previous District 18 Allocations		Current District 18 Allocations	
Title	Quantity	Title	Quantity
Deputy Sheriff	5	Deputy Sheriff	6
TOTAL	5	TOTAL	6

*This Exhibit A was adopted as part of the 3rd Addendum effective October 01, 2022.

File Attachments for Item:

A. Palm Beach County Fire Rescue - Monthly Report: July

Submitted By: District Chief Phillip Olavarria

For Informational Purposes Only



8/3/2022

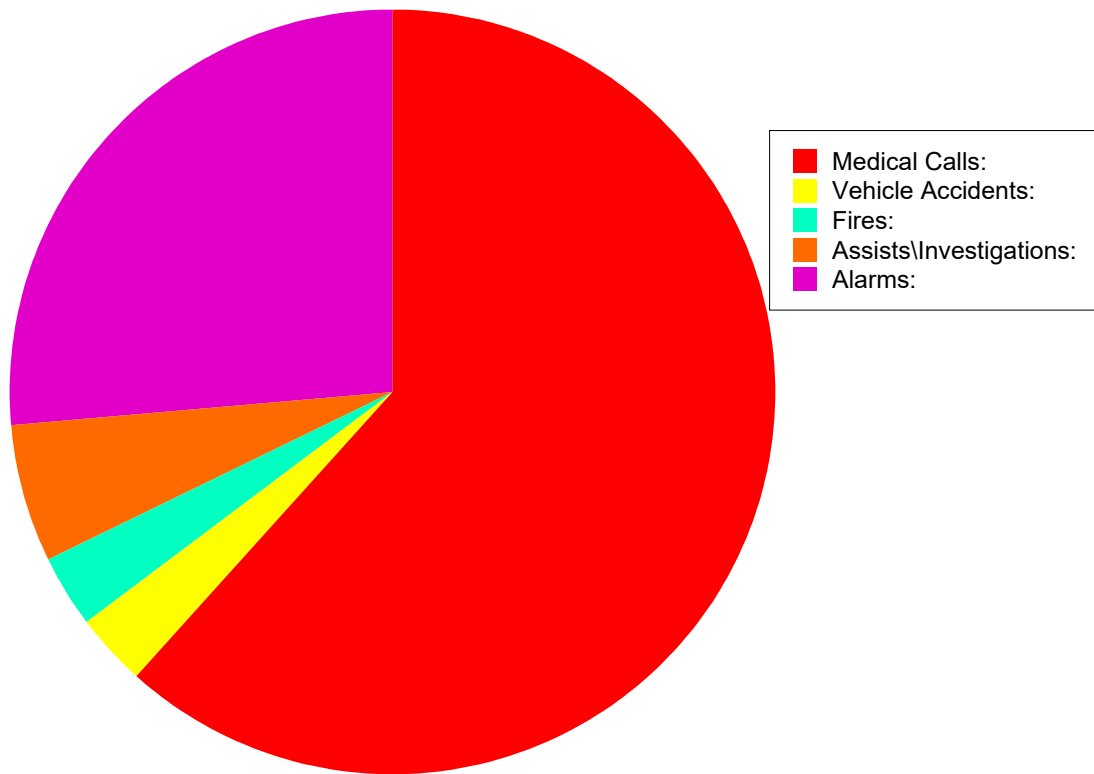
Palm Beach County Fire Rescue

Westlake - # of Calls by Type

20220701 to 20220731

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	21
Vehicle Accidents:	1
Fires:	1
Assists\Investigations:	2
Alarms:	9
Total number of Events:	34

Calls by Situation Dispatched





8/3/2022

Palm Beach County Fire Rescue

Westlake Response Time Report

20220701 to 20220731

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F22125350	22	Medical	ORCHARD DR WLK	07/03/2022	22:01:41	22:02:19	22:02:32	22:04:01	22:10:31	22:17:08	0:00:51	0:01:29	0:06:30	0:08:50
F22125923	22	Brush Fire	LITTLE GATOR LN PBC	07/04/2022		18:17:34	18:17:41	18:18:11	18:31:54	18:58:20	0:00:32	0:00:30	0:13:43	0:14:45
F22127935	22	Medical	TOWN CENTER PKWY N/SEMINOLE PRATT WHITNEY RD	07/07/2022		11:13:46	11:13:55	11:14:54	11:18:10	12:13:23	0:00:34	0:00:59	0:03:16	0:04:49
F22127986	22	Medical	GOLDFINCH CIR WLK	07/07/2022	12:36:04	12:36:39	12:36:46	12:37:29	12:44:51	13:02:08	0:00:42	0:00:43	0:07:22	0:08:47
F22128328	22	Medical	PERSIMMON BLVD E/SEMINOLE PRATT WHITNEY RD	07/07/2022		23:50:06	23:50:12	23:51:17	23:53:43	00:13:02	0:00:31	0:01:05	0:02:26	0:04:02
F22129206	22	Medical	WHIPPOORWILL CIR WLK	07/09/2022	11:24:06	11:24:51	11:25:03	11:25:56	11:30:11	12:11:53	0:00:57	0:00:53	0:04:15	0:06:05
F22130074	22	Medical	PERSIMMON BLVD E/QUIET LAKE PL	07/10/2022	16:11:56	16:13:19	16:13:24	16:13:58	16:17:35	17:00:14	0:01:28	0:00:34	0:03:37	0:05:39
F22131515	22	Medical	ORCHARD DR WLK	07/12/2022	18:21:48	18:22:28	18:22:35	18:23:20	18:30:17	19:28:43	0:00:47	0:00:45	0:06:57	0:08:29
F22132325	22	Medical	HUMMINGBIRD LN WLK	07/13/2022	21:16:18	21:16:43	21:16:52	21:17:39	21:21:54	21:37:12	0:00:34	0:00:47	0:04:15	0:05:36
F22132574	22	Medical	WHIPPOORWILL CIR WLK	07/14/2022	10:10:04	10:10:21	10:10:37	10:11:21	10:15:52	10:58:19	0:00:33	0:00:44	0:04:31	0:05:48
F22132994	22	Medical	SEMINOLE PRATT WHITNEY RD WLK	07/14/2022		21:01:03	21:01:10	21:01:46	21:11:15	21:32:10	0:00:32	0:00:36	0:09:29	0:10:37
F22134290	22	Medical	HUMMINGBIRD LN WLK	07/16/2022	20:59:57	21:00:19	21:00:26	21:01:19	21:05:41	21:56:20	0:00:29	0:00:53	0:04:22	0:05:44
F22134369	22	Medical	GOLDFINCH CIR WLK	07/16/2022	23:30:55	23:31:17	23:31:25	23:32:35	23:37:09	00:13:25	0:00:30	0:01:10	0:04:34	0:06:14
F22135266	22	Medical	ORCHARD DR WLK	07/18/2022		10:35:46	10:35:58	10:36:54	10:41:47	11:29:33	0:00:37	0:00:56	0:04:53	0:06:26
F22136511	22	Medical	GOLDFINCH CIR WLK	07/20/2022	00:10:29	00:10:49	00:10:56	00:12:35	00:17:55	00:27:11	0:00:27	0:01:39	0:05:20	0:07:26
F22140143	22	Medical	MELOGOLD DR WLK	07/25/2022		15:52:21	15:52:28	15:53:03	15:57:55	16:21:31	0:00:32	0:00:35	0:04:52	0:05:59
F22140914	22	Medical	PERSIMMON BLVD E WLK	07/26/2022	20:39:55	20:41:39	20:41:46	20:42:55	20:44:28	21:04:20	0:01:51	0:01:09	0:01:33	0:04:33
F22141537	26	Medical	140TH AVE N WLK	07/27/2022	20:37:55	20:38:14	20:38:26	20:39:33	20:42:27	21:39:15	0:00:31	0:01:07	0:02:54	0:04:32
F22141756	26	Medical	MACOON WAY WLK	07/28/2022	08:53:45	08:54:01	08:54:07	08:54:40	09:06:13	10:15:02	0:00:22	0:00:33	0:11:33	0:12:28
F22142107	22	Medical	GOLDFINCH CIR WLK	07/28/2022	18:06:21	18:07:07	18:07:15	18:07:50	18:12:52	19:34:41	0:00:54	0:00:35	0:05:02	0:06:31
F22142437	22	Medical	GOLDFINCH CIR WLK	07/29/2022	09:20:13	09:20:41	09:20:48	09:21:23	09:26:26	10:04:58	0:00:35	0:00:35	0:05:03	0:06:13
F22142972	22	Medical	QUIET LAKE PL WLK	07/30/2022	00:27:34	00:27:57	00:28:08	00:29:37	00:34:10	01:25:34	0:00:34	0:01:29	0:04:33	0:06:36



8/3/2022

Palm Beach County Fire Rescue

Westlake Response Time Report

20220701 to 20220731

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Average Response Times:											<u>0:00:42</u>	<u>0:00:54</u>	<u>0:05:30</u>	<u>0:07:06</u>
Non Emergency Calls:														
F22123737	22	Fire Alarm	SEMINOLE PRATT WHITNEY RD WLK	07/01/2022		13:36:13	13:36:22	13:37:24	13:45:17	14:00:20	0:00:34	0:01:02	0:07:53	0:09:29
F22124475	26	Fire Alarm	140TH AVE N WLK	07/02/2022		15:02:57	15:03:06	15:04:00	15:08:01	15:33:40	0:00:34	0:00:54	0:04:01	0:05:29
F22125697	22	Assist	SEMINOLE PRATT WHITNEY RD WLK	07/04/2022	12:40:14	12:40:59	12:41:07	12:42:00	12:45:30	13:08:02	0:00:53	0:00:53	0:03:30	0:05:16
F22127114	22	Fire Alarm	SEMINOLE PRATT WHITNEY RD WLK	07/06/2022		10:09:51	10:09:58	10:10:42	10:16:10	10:18:24	0:00:32	0:00:44	0:05:28	0:06:44
F22127817	22	Assist	LONGBOAT KEY DR WLK	07/07/2022	08:35:46	08:36:18	08:36:26	08:37:00	08:41:31	08:52:43	0:00:40	0:00:34	0:04:31	0:05:45
F22128610	22	Fire Alarm	QUIET LAKE PL/PERSIMMON BLVD E	07/08/2022		12:59:59	13:00:05	13:01:03	13:07:11	13:18:48	0:00:31	0:00:58	0:06:08	0:07:37
Corrupt Data:														
F22125899	22	Medical	TOWN CENTER PKWY S WLK	07/04/2022		17:46:53	17:46:55	17:47:12	17:47:01	18:32:11	Enroute Time is greater than Oncene Time			
F22124583	22	Fire Alarm	GOLDFINCH CIR WLK	07/02/2022		18:09:55	18:10:03	18:11:19		18:15:20	Empty Time Fields			
F22125866	22	Fire Alarm	SEMINOLE PRATT WHITNEY RD WLK	07/04/2022		16:49:08	16:49:16	16:49:55		16:53:34	Empty Time Fields			
F22128001	22	Fire Alarm	GOLDFINCH CIR WLK	07/07/2022		12:58:01	12:58:10	12:58:56		13:07:28	Empty Time Fields			
F22141265	22	Fire Alarm	MELOGOLD DR WLK	07/27/2022		12:43:24	12:43:30	12:44:59		12:50:51	Empty Time Fields			
F22141706	22	Fire Alarm	GOLDFINCH CIR WLK	07/28/2022		06:46:42	06:46:51	06:47:44		06:52:59	Empty Time Fields			

Total number of Events: 34

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