

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting

Tuesday, March 14, 2023 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 748 3487

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 748 3487

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.](#) Financial Report - January
- [B.](#) Minutes_Regular City Council Meeting - 02.07.2023 DRAFT

PRESENTATIONS/PROCLAMATIONS

- [A.](#) Proclamation - Declaring March 2023 As Florida Bicycle Month
Sponsored By: Vice Mayor Greg Langowski
- [B.](#) Proclamation 2023-02 - Let's Move Palm Beach County
Sponsored By: Administration

PUBLIC HEARING - QUASI JUDICIAL

- [A.](#) **AIPP-2022-01:** The applicant is requesting approval of a proposed Art sculpture installation called "ORANGE WITH 3 BLOSSOMS" for the James Business Park development. The subject application is located at 17035 & 16935 Persimmon Boulevard West.
Submitted By: Planning and Zoning

PUBLIC HEARING

- [A.](#) **SECOND READING:** Ordinance 2022-16 – Sexually Oriented Businesses
Submitted By: Planning and Zoning

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING ENTITLED "SEXUALLY ORIENTED BUSINESSES"; PROVIDING FOR DEFINITIONS OF SEXUALLY ORIENTED

BUSINESSES; PROVIDING FOR LICENSING AND REGULATION OF SUCH BUSINESSES AND THEIR EMPLOYEES; PROVIDING FOR A DISTANCE SEPARATION BETWEEN ENTERTAINERS AND PATRONS IN SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NEW BUSINESS

- A.** **FIRST READING:** Ordinance 2023-01 – Chapter 3. Amendment (Essential Facilities and Services)

Submitted By: Planning and Zoning

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE NO. 2019-9 AS SET FORTH IN THE CITY'S CODE OF ORDINANCES; PROVIDING FOR THE CREATION OF SECTION 3 TO BE ENTITLED "ESSENTIAL FACILITIES AND SERVICES" ; PROVIDING FOR ESSENTIAL FACILITIES SERVICES; PROVIDING FOR HEIGHT OF STRUCTURES; PROVIDING FOR SCREENING AND BUFFERING; PROVIDING FOR EXEMPTIONS FROM PROPERTY DEVELOPMENT REGULATIONS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

- B.** Non-Exclusive Permissive Use Agreement

Submitted By: Administration

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE THE NON-EXCLUSIVE PERMISSIVE USE AGREEMENT BETWEEN THE WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC. AND THE CITY OF WESTLAKE; 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 Sheriff's Office - 2022 District 18 Annual Report
- B.** Palm Beach County Fire Rescue - February 2023 Report

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

PUBLIC COMMENTS AND REQUESTS

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ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **April 4, 2023**

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: Thursday, March 8, 2023

File Attachments for Item:

A. Financial Report - January



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Steven Fowler, Accountant; Kadem Ramirez, Accounting Supervisor
CC: Ken Cassel, City Manager
DATE: February 21, 2023
SUBJECT: January Financial Report

Please find attached the January 2023 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 January were approximately 73% of the annual budget. Collections of the FY2023 Ad Valorem Tax and Special Assessments were approximately 96% and 95%, respectively. 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 January were approximately 21% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through January were approximately 109% 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 January were approximately 28% of the annual budget.
- Total Expenditures through January were approximately 34% of the annual budget.

City of Westlake

Financial Report

January 31, 2023



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City of Westlake

Financial Statements

January 31, 2023

Balance Sheet
January 31, 2023

<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>
<u>ASSETS</u>				
Current Assets				
Cash - Checking Account	\$ 4,519,988	\$ -	\$ -	\$ 4,519,988
Assessments Receivable	43,059	-	-	43,059
Due From Other Funds	-	-	1,849,091	1,849,091
Investments:				
Money Market Account	1,570,221	3,223,736	-	4,793,957
Deposits	666	-	-	666
Total Current Assets	<u>6,133,934</u>	<u>3,223,736</u>	<u>1,849,091</u>	<u>11,206,761</u>
Noncurrent Assets				
Mortgages Receivable	-	626,297	-	626,297
Total Noncurrent Assets	<u>-</u>	<u>626,297</u>	<u>-</u>	<u>626,297</u>
TOTAL ASSETS	\$ 6,133,934	\$ 3,850,033	\$ 1,849,091	\$ 11,833,058

Balance Sheet
January 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
LIABILITIES				
Current Liabilities				
Accounts Payable	\$ 138,109	\$ -	\$ 170,505	\$ 308,614
Accrued Expenses	12,769	-	35,069	47,838
DBPR surcharge	1,165	-	-	1,165
DCA surcharge	1,656	-	-	1,656
Impact Fees	193,921	-	-	193,921
Unearned Revenue	130,341	-	-	130,341
Due To Other Districts	9,064	-	-	9,064
Deferred Revenue-Developer Submittals (Minto)	-	-	113,099	113,099
Due To Other Funds	1,849,091	-	-	1,849,091
Total Current Liabilities	2,336,116	-	318,673	2,654,789
Long-Term Liabilities				
Deferred Inflow of Resources	43,059	-	-	43,059
Total Long-Term Liabilities	43,059	-	-	43,059
TOTAL LIABILITIES	2,379,175	-	318,673	2,697,848
FUND BALANCES				
Nonspendable:				
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	3,850,033	1,530,418	5,380,451
Unassigned:	3,754,093	-	-	3,754,093
TOTAL FUND BALANCES	\$ 3,754,759	\$ 3,850,033	\$ 1,530,418	\$ 9,135,210
TOTAL LIABILITIES & FUND BALANCE	\$ 6,133,934	\$ 3,850,033	\$ 1,849,091	\$ 11,833,058

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

<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	\$ -	\$ -	\$ 15,179	\$ 15,179
Ad Valorem Taxes	3,126,601	3,126,601	2,995,621	(130,980)
Ad Valorem Taxes - Prior Years	-	-	1,452	1,452
Ad Valorem Taxes - Discounts	(125,064)	(125,064)	(119,648)	5,416
FPL Franchise	119,700	39,900	105,839	65,939
Solid Waste	15,200	5,067	5,490	423
Electricity	116,000	38,667	79,717	41,050
Water	58,700	19,567	15,622	(3,945)
Gas	75,200	25,067	22,519	(2,548)
Communication Services Taxes	53,200	17,733	30,432	12,699
Occupational Licenses	6,100	2,033	21,201	19,168
Building Permits - Admin Fee	77,100	25,700	31,841	6,141
General Government	-	-	1,041	1,041
State Revenue Sharing Proceeds	24,200	8,067	6,991	(1,076)
Alcoholic Beverage License	1,900	475	24	(451)
Shared Rev - Other Local Units	1,000	250	-	(250)
Administrative Fees	13,000	3,250	-	(3,250)
Other Public Safety Chrgs/Fees	2,400	800	2,025	1,225
Garbage/Solid Waste Revenue	250,600	83,533	38,668	(44,865)
Other Operating Revenues	5,400	1,800	5,620	3,820
Special Events	-	-	5,300	5,300
Judgements and Fines	-	-	144	144
Interest - Tax Collector	-	-	152	152
Special Assmnts- Tax Collector	358,326	358,326	340,782	(17,544)
Special Assmnts- Delinquent	-	-	281	281
Special Assmnts- Discounts	(14,300)	(14,300)	(12,852)	1,448
Developer Contribution	776,737	194,184	-	(194,184)
Lien Search Fee	1,300	433	3,800	3,367
TOTAL REVENUES	4,943,300	3,812,089	3,597,241	(214,848)

EXPENDITURES

Legislative

Mayor/Council Stipend	60,000	20,000	20,000	-
FICA Taxes	4,600	1,530	1,530	-
ProfServ-Legislative Expense	24,000	8,000	-	8,000
Telephone, Cable & Internet Service	1,900	633	922	(289)
Public Officials Insurance	3,800	3,800	3,500	300
Misc-Event Expense	193,300	30,000	6,493	23,507
Council Expenses	30,000	10,000	9,954	46
Dues, Licenses, Subscriptions	3,000	2,100	923	1,177
Total Legislative	320,600	76,063	43,322	32,741

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

<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	213,600	71,200	71,200	-
Office Supplies	14,900	4,967	1,532	3,435
Dues, Licenses, Subscriptions	2,700	1,410	1,410	-
Total City Manager	231,200	77,577	74,142	3,435
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	8,200	2,733	1,533	1,200
Contracts-City Clerk	212,200	70,733	70,733	-
Postage and Freight	1,500	500	153	347
Printing	14,800	4,933	12	4,921
Legal Advertising	31,200	10,400	8,972	1,428
Miscellaneous Services	1,300	433	100	333
Office Supplies	1,100	367	-	367
Dues, Licenses, Subscriptions	15,500	1,978	10,433	(8,455)
Total City Clerk	285,800	92,077	91,936	141
<u>Finance</u>				
Auditing Services	5,300	-	-	-
Contracts-Finance	83,100	27,700	27,700	-
Total Finance	88,400	27,700	27,700	-
<u>Legal Counsel</u>				
ProfServ-Legal Services	85,400	28,467	16,669	11,798
Total Legal Counsel	85,400	28,467	16,669	11,798
<u>Other Administrative Services</u>				
ProfServ-Info Technology	202,000	67,333	58,960	8,373
Contracts-Admin. Service	280,900	93,633	92,261	1,372
Misc-Public Relations	60,000	20,000	-	20,000
Misc-Assessment Collection Cost	3,600	3,600	3,090	510
General Government	90,000	30,000	-	30,000
Total Other Administrative Services	636,500	214,566	154,311	60,255
<u>Facility Services</u>				
Telephone, Cable & Internet Service	15,900	5,300	4,949	351
Lease - Copier	32,600	10,867	1,440	9,427
Lease - Building	86,700	28,900	-	28,900
Insurance (Liab,Auto,Property)	6,900	6,900	6,781	119
Miscellaneous Services	1,700	564	564	-
Cleaning Services	24,200	8,067	8,282	(215)
Principal-Capital Lease	9,500	3,043	3,043	-
Interest-Capital Lease	700	346	362	(16)
Total Facility Services	178,200	63,987	25,421	38,566

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

<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	578,500	192,833	232,814	(39,981)
Contracts-Sheriff	954,900	291,092	277,535	13,557
Electricity	134,800	44,933	40,263	4,670
R&M-Community Maintenance	28,300	9,433	9,433	-
Operating Supplies	30,800	7,700	29,120	(21,420)
Roadway Services	22,400	5,600	5,600	-
Total Community Services	1,749,700	551,591	594,765	(43,174)
<u>Capital Expenditures & Projects</u>				
Capital Improvements	50,000	40,000	-	40,000
Total Capital Expenditures & Projects	50,000	40,000	-	40,000
<u>Reserves</u>				
Misc-Contingency	178,800	59,600	6,833	52,767
1st Quarter Operating Reserves	938,700	312,900	-	312,900
Reserve - Buildings	200,000	66,667	-	66,667
Total Reserves	1,317,500	439,167	6,833	432,334
TOTAL EXPENDITURES & RESERVES	4,943,300	1,611,195	1,035,099	576,096
Excess (deficiency) of revenues				
Over (under) expenditures	-	2,200,894	2,562,142	361,248
Net change in fund balance	\$ -	\$ 2,200,894	\$ 2,562,142	\$ 361,248
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,192,617	1,192,617	1,192,617	
FUND BALANCE, ENDING	\$ 1,192,617	\$ 3,393,511	\$ 3,754,759	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

<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	\$ 4,800	\$ 1,600	\$ 29,260	\$ 27,660
Donations	300,000	100,000	302,160	202,160
TOTAL REVENUES	304,800	101,600	331,420	229,820
<u>EXPENDITURES</u>				
<u>Public Assistance</u>				
Misc-Admin Fee (%)	21,000	7,000	4,858	2,142
Assistance Program	283,800	94,600	-	94,600
Total Public Assistance	304,800	101,600	4,858	96,742
TOTAL EXPENDITURES	304,800	101,600	4,858	96,742
Excess (deficiency) of revenues Over (under) expenditures	-	-	326,562	326,562
Net change in fund balance	\$ -	\$ -	\$ 326,562	\$ 326,562
FUND BALANCE, BEGINNING (OCT 1, 2022)	3,523,471	3,523,471	3,523,471	
FUND BALANCE, ENDING	\$ 3,523,471	\$ 3,523,471	\$ 3,850,033	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Building Permits	\$ 1,820,900	\$ 606,967	\$ 394,369	\$ (212,598)
Reinspection Fees	-	-	2,400	2,400
Building Permits - Surcharge	16,700	5,566	4,316	(1,250)
Other Building Permit Fees	30,000	10,000	23,570	13,570
Building Permits - Admin Fee	109,100	36,367	45,057	8,690
Engineering Permits	374,600	124,866	262,238	137,372
Planning & Zoning Permits	299,600	99,867	9,847	(90,020)
Other Miscellaneous Revenues	-	-	1,000	1,000
TOTAL REVENUES	2,650,900	883,633	742,797	(140,836)
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	352,600	117,533	102,552	14,981
ProfServ-Info Technology	170,900	56,967	-	56,967
ProfServ-Legal Services	118,700	39,567	14,950	24,617
ProfServ-Planning/Zoning Board	299,600	99,867	101,069	(1,202)
ProfServ-Compliance Service	100,000	33,333	59,040	(25,707)
ProfServ-Consultants	22,000	7,333	-	7,333
ProfServ-Building Permits	1,395,700	465,233	583,120	(117,887)
Outside Legal Services	1,800	600	-	600
Telephone, Cable & Internet Service	4,700	1,567	1,721	(154)
Lease - Copier	5,800	1,933	1,604	329
Lease - Building	43,400	14,467	-	14,467
Printing	2,200	733	145	588
Miscellaneous Services	-	-	301	(301)
Misc-Admin Fee (%)	113,200	37,733	37,733	-
Office Supplies	4,500	1,500	195	1,305
Cleaning Services	15,800	5,267	5,425	(158)
Total Comprehensive Planning	2,650,900	883,633	907,855	(24,222)
TOTAL EXPENDITURES	2,650,900	883,633	907,855	(24,222)
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	(165,058)	(165,058)
Net change in fund balance	\$ -	\$ -	\$ (165,058)	\$ (165,058)
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,695,476	1,695,477	1,695,476	
FUND BALANCE, ENDING	\$ 1,695,476	\$ 1,695,477	\$ 1,530,418	

City of Westlake

Supporting Schedules

January 31, 2023

Cash and Investment Report

January 31, 2023

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	\$4,519,988
Money Market	BankUnited	MMA	4.07%	\$1,570,221
		Subtotal		\$6,090,209

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	4.07%	\$560,585
Money Market	Valley Bank		4.00%	\$2,663,151
		Subtotal		\$3,223,736
		Total		\$9,313,945

File Attachments for Item:

B. Minutes_Regular City Council Meeting - 02.07.2023 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting

Tuesday, February 07, 2023, 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, PE, ENV SP, City Engineer

A regular meeting of the City Council of the City of Westlake was held on Tuesday, February 7, 2023, 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. Ramirez noted that council members are present physically constituting a quorum. Councilman Martinez previously notified staff he would not be present for meeting.

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 microphones are live. Ms. Ramirez further explained that microphones will be muted; audience members can 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 City of Westlake Regular City Council meeting of Tuesday February 7, 2023, to order at 6:01 p.m.

ROLL CALL

Present and constituting a quorum:

Councilwoman Charlotte Leonard
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
Mery Ramirez, Recording Clerk
Nilsa Zacarias, Planning and 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.

Mayor O'Connor called for a new item to be added to agenda under New Business as item E, Discussion of Engagement letter, Fox Rothchild for Special Magistrate.

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

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

Mayor O'Connor called for a Motion to approve the agenda as amended.

Motion by Councilwoman Leonard to approve agenda as amended, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

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. Ramirez noted there were no public comment cards received prior to the meeting and gave the virtual audience a moment to comment.

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. Minutes_Regular City Council Meeting - 01.03.2023 DRAFT
- B. Financial Report - December 2022

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

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

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

PUBLIC HEARING - QUASI-JUDICIAL

- A. **A Resolution for Persimmon Boulevard East – Plat 5**

Submitted By: Engineering

RESOLUTION 2023-05

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING PERSIMMON BOULEVARD EAST – PLAT 5, BEING A PORTION OF SECTIONS 7 AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA. PROVIDING FOR RECORDATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced item and asked Mr. Doody to swear in individuals who intend to testify.

Mr. Doody asked all those who intend to testify during this proceeding to please stand and raise their right hand to be sworn in.

Mayor O'Connor called for staff presentations.

Mr. Hearing presented the Persimmon Blvd East, Plat 5 PowerPoint presentation. Mr. Hearing discussed the various easements and right of ways.

Public Comment -Tara Duh - **On behalf of MINTO PBLH, LLC** – Ms. Duh requested the plat to be approved subject to legal approval of revised language to the title certification. Ms. Duh noted that the individual named as signatory passed away and the item needs to be updated to reflect the new signatory.

Mr. Doody stated he has no objection as the Plat itself is not being affected.

Mayor O'Connor called for council comments. There being no further comments Mayor O'Connor asked for a motion to approve with contingency of the signatory change.

Mayor O'Connor asked for Mr. Doody to read item by title only.

Mr. Doody read item, by title only, into the record.

Mayor O'Connor called for public comments.

There being no comments, Mayor O'Connor called for a motion to approve Resolution 2023-05.

Motion by Vice Mayor Langowski to approve Resolution 2023-05, seconded by Councilwoman Leonard.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

- B. MSP-2022-04:** The applicant is requesting approval for a Master Signage Plan Modification for Christ Fellowship Church, a one (1) story, 38,155 square foot Worship Center. The applicant is requesting a Master Signage Plan Modification to add three (3) directional signs and eight (8) pole mounted banner signs. The request includes one (1) waiver request to allow identification letters for the pole mounter banner signs. The subject application is located at 16561 Waters Edge Drive, Westlake, Florida, 33470.

Submitted By: Planning and Zoning

Mayor O'Connor introduced item and asked Mr. Doody to swear in individuals who intend to testify.

Mr. Doody swore in those individuals' providing testimony.

Mayor O'Connor called for staff presentations.

Ms. Zacarias presented a PowerPoint presentation for the Master Signage Plan Modification for Christ Fellowship Church. Ms. Zacarias went over zoning of the area and items being requested for modification since last approval.

Ms. Zacarias discussed items that were approved last year and presented to staff the modification being requested to add three additional directional signs and eight total pole mounted banner signs to be mounted on existing light poles. Ms. Zacarias noted Planning and Zoning and Engineering Departments recommend approval of item.

Mr. Hearing presented PowerPoint noting this modification is to help patrons identify various locations and designations through the parking areas.

Councilwoman Leonard asked for clarification on the positive impact to the city and the precedence it will set for future businesses in adding these signs. She believes the parking lot is self-explanatory and easy to navigate.

Mr. Hearing explained that wayfinding signage was not yet contemplated at previous approvals. What is being proposed is directional signs consistent with the city codes. Mr. Hearing further explained that there are no waivers and deviations being requested. The purpose to is to facilitate and help give direction to the people and let them know where they must park and to help traffic move in a consistent way.

Ms. Zacarias discussed what was approved last year for signage. One monument sign and for wall signs with no directional signs. Ms. Zacarias clarified the directional signs should have been brought up previously.

Councilwoman Leonard asked what happens if council did not approve the directional signs.

Further Council discussion on the purpose of the directional signage.

No further discussion, Mayor O'Connor called for public comments.

There being none, Mayor O'Connor asked Mr. Doody to read item by title only. Mr. Doody stated a motion was needed for item as there is no title.

Mayor O'Connor called for a motion to approve Master Signage Plan Modification for Christ Fellowship. Motion by Councilwoman Valle Ron to approve Master Signage Plan Modification for Christ Fellowship, seconded by Councilwoman Leonard.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

NEW BUSINESS

A. FIRST READING: Ordinance 2022-16 – Sexually Oriented Businesses

Submitted By: Planning and Zoning

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING _____ ENTITLED "SEXUALLY ORIENTED BUSINESSES"; PROVIDING FOR DEFINITIONS OF SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR LICENSING AND REGULATION OF SUCH BUSINESSES AND THEIR EMPLOYEES; PROVIDING FOR A DISTANCE SEPARATION BETWEEN ENTERTAINERS AND PATRONS IN SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item.

Mr. Doody read item, by title only, into the record.

Mayor O'Connor asked for staff presentation.

Mr. Leon discussed presentation for Ordinance 2022-16. Mr. Leon discussed the requirements set for the surrounding municipalities for these types of businesses. Mr. Leon clarified these types of businesses are permitted in the mixed-use zoning district only as a conditional use. Mr. Leon also noted staff's recommendation for approval.

Mayor O'Connor asked for council comments.

There being no further comments, Mayor O'Connor called for a motion to approve Ordinance 2022-16.

Motion by Councilwoman Leonard to approve first reading of Ordinance 2022-16, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

B. Resolution 2023-06 - Minto PBLH, LLC Property Lease Amendment

Submitted by: Administration

RESOLUTION NO. 2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE THE LEASE AMENDMENT BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item.

Mr. Doody read item, by title only, into the record.

Mayor O'Connor asked for the City Manager to further explain item.

Mr. Cassel discussed the various leases that were created with Minto when the city was first incorporated. The lease is now up for renewal and modifications.

Mayor O'Connor asked if this resolution would allow Mr. Cassel to sign the lease.

Mr. Cassel stated it allows the mayor or himself to sign.

Mayor O'Connor called for Mr. Doody to read item by title only.

Mr. Doody stated it was already read into record.

Mayor O'Connor called for a motion to approve Resolution 2023-06.

Motion by Vice Mayor Langowski to approve Resolution 2023-06, seconded by Councilwoman Leonard.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

C. Third Addendum to Agreement with Chen Moore and Associates

Submitted by: Administration

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE THE THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item.

Mr. Doody read item, by title only, into the record.

Mayor O'Connor called for Mr. Cassel to further discuss item.

Mr. Cassel discussed Chen Moore and NZ Consultants merger back in December resulting in the need for NZ Consultant's contract to be terminated with planning services being rolled into Chen Moore's contract. Mr. Cassel explained instead of two accounts they have been merged to create one account.

Council discussed contract logistics.

There being no further comments, Mayor O'Connor called for a motion to approve Resolution 2023-07.

Motion by Councilwoman Valle Ron to approve Resolution 2023-07, seconded by Vice Mayor Langowski.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

D. Termination of Agreement - NZ Consultants

Submitted By: Administration

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A TERMINATION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WESTLAKE AND NZ CONSULTANTS, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item.

Mayor O'Connor called for Mr. Cassel to further discuss item.

Mr. Cassel explained the contract with NZ Consultants is now being terminated as NZ Consultants have now merged with Chen Moore and Associates.

There being no further comments, Mayor O'Connor called for a motion to approve Resolution 2023-08.

Mayor O'Connor asked for Mr. Doody to read item by title only, into record.

Mr. Doody read item, by title only, into the record.

Mayor O'Connor called for a motion to approve Resolution 2023-08.

Motion by Councilwoman Leonard to approve Resolution 2023-08, seconded by Councilwoman Valle Ron.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

E. Discussion of Engagement letter - Fox Rothchild

Submitted By: Legal

Mayor O'Connor introduced item.

Mr. Doody discussed per the request of the City Manager, he set out to find a special magistrate. Mr. Doody stated he received a recommendation for Alex Bronstein whose office is located in Palm Beach County and has experience working with other cities in this capacity. Mr. Doody requested a proposal which his office received last week. Mr. Doody is recommending appointment of Mr. Bronstein. The billing rate is \$240.00 an hour. Mr. Doody stated the retainer is waived per the contract provided.

Mr. Cassel clarified as the city grows certain items need a special magistrate onboard to assist. Mr. Cassel stated he contacted Mr. Doody to help assist in finding someone quickly to help resolve cases that have come up and code compliance issues.

Council discussed item further.

Mayor O'Connor called for a Motion to approve item.

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

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

OLD BUSINESS

- A. Resolution 2023-04 - Complete Streets Policy

Submitted By: Administration

RESOLUTION NO. 2023-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND ADOPTING THE CITY'S COMPLETE STREET POLICY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced item.

Mr. Doody read item, by title only, into the record.

Mayor O'Connor asked for Mr. Cassel to discuss item further.

Mr. Cassel stated he requested the item initially was tabled as there were areas outlined that did not apply to the city. However, language was modified by legal to reflect what the city already provides and what will need to be added and any items that did not apply to the city were removed.

Mayor O'Connor called for a motion to approve Resolution 2023-04.

Motion by Councilwoman Valle Ron to approve Resolution 2023-04, seconded by Vice Mayor Langowski.

UPON ROLL CALL:

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

With all in favor, motion carried without dissent (4-0).

CITY COUNCIL COMMENTS

- A. Councilwoman Charlotte Leonard – Councilwoman Leonard inquired of the speed limit signs. Mr. Cassel explained he has been working with traffic and engineering to add more signs to the city streets.
- C. Councilwoman Pilar Valle Ron – Councilwoman Valle Ron had no comments.
- D. Vice Mayor Greg Langowski – Vice Mayor Langowski had no comments.
- E. Mayor JohnPaul O'Connor – Mayor O'Connor discussed art in public places and received assistance from Mr. Cassel to light all common areas and monuments lit red to observe the American Heart Association. Mayor O'Connor is looking forward to adding more lights for other days such as Breast Cancer Awareness Day and lighting the city pink.

REPORT – STAFF

Battalion Chief Olavarria of the Palm Beach County Fire Rescue discussed calls received, number of incidents and response times.

Captain Turner from Palm Beach County Sheriff Office (PBSO) discussed a traffic operation based on Persimmon and Ilex Road. He discussed citations, written warnings and verbal warnings issued to help people slowdown in the area. Lieutenant went over the calls received.

REPORT - CITY ATTORNEY

Mr. Doody had no comments.

REPORT - CITY MANAGER

Mr. Cassel discussed and provided an update of the City's collaboration with Minto to provide PBSO with a site for training for their ATV and off-road staff. Mr. Cassel mentioned the AIPP meeting that was held the night prior, noting it was a successful meeting where the applicant set a high bar. He further noted the item will be brought to council at the next meeting for review. and will be brought to the next council meeting. Mr. Cassel also stated there will be a new program getting the artists approval so that their art and a description may be displayed on the city website. Mr. Cassel also mentioned the city is working hard to get Christ Fellowship open. Publix is also moving forward and are currently pending on their elevator.

Vice Mayor asked if we were selecting a date for the March Meeting. Council discussed the next meeting. Council agreed to hold the next City Council meeting on March 14 at 6:00pm.

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.

Public Comment – Gary Werner – 16005 Key Biscayne Lane

Mr. Werner asked if when a new item is being added to the agenda if they can add a comment section for the public. Mr. Werner stated he would have liked to add some input to an item that was added. He wanted to inquire if a code violation overseen by the magistrate, if there is an opportunity to impose the cost, administer the cost and the magistrate cost.

Mayor O'Connor explained public comments are only requested on Quasi-Judicial items. This is the opportunity to make any comments from any previous items discussed. Mayor O'Connor also stated there is a fee schedule that was provided.

Mr. Doody confirmed there is a process to recover administrative fees and the magistrate fees in the case of a violation.

Public Comment – Sam Blue – 16153 Melogold Drive

Mr. Blue voiced his concerns for the one stop sign located at Christ Fellowship and the flow of traffic.

Mr. Cassel stated he understand there will be two PBSO officers located outside of the event to help direct traffic flow.

Mayor O'Connor called for any virtual comments.

Ms. Ramirez noted there were no virtual comments.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 7:15 PM.

Zoie P. Burgess, City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

A. Proclamation - Declaring March 2023 As Florida Bicycle Month

Sponsored By: Vice Mayor Greg Langowski

Proclamation

DECLARING MARCH 2023 AS FLORIDA BICYCLE MONTH

WHEREAS, City of Westlake residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the State of Florida designates March as Bicycle Month and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features a number of fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

WHEREAS, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

WHEREAS, Palm Beach County has an ever-expanding designated or enhanced bicycle lane network, with over 250 miles of existing and 745 miles of planned facilities to create a safe, connected system of bicycle infrastructure.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY OF WESTLAKE, assembled in regular session this 14th day of March 2023, that the month of March 2023, in City of Westlake, is hereby proclaimed:

Florida Bicycle Month

BE IT FURTHER PROCLAIMED BY THE CITY OF WESTLAKE that this proclamation is duly sealed, ribboned and executed by the members of this Council. The foregoing proclamation was sponsored by Honorable Vice Mayor Greg Langowski, and upon unanimous consent of the Council, the Mayor declared the proclamation duly enacted.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 14th day of March 2023.

JohnPaul O'Connor, Mayor

ATTEST:

Zoie P. Burgess, CMC
City Clerk

File Attachments for Item:

B. Proclamation 2023-02 - Let's Move Palm Beach County

Sponsored By: Administration

Proclamation

DECLARING MARCH 2023 AS LET’S MOVE PALM BEACH COUNTY

WHEREAS, the City of Westlake takes special notice and acknowledges exceptional organizations that help residents who live, work and play within the jurisdiction; and

WHEREAS, in 2010 Digital VibeZ was founded to reach out to underserved youth in Palm Beach County by empowering them through dance fitness, technology and the arts; and

WHEREAS, Digital VibeZ partners with the Palm Health Foundation, annually to host The *Let’s Move: Commit to Change Physical Activity Challenge*: a county-wide initiative that focuses on physical activity, nutrition and healthy behaviors; and

WHEREAS, Digital VibeZ, Inc. and Palm Health Foundation present the annual challenge, which takes place annually from March 1-31 and encourages individuals within and beyond Palm Beach County to take charge of their health by participating in fun fitness exercises; and

WHEREAS, The *Let’s Move* initiative was originally introduced on a national level, by First Lady Michelle Obama in 2010, with the goal of decreasing childhood obesity throughout the United States due to the fact that nearly one in three children in the United States are overweight or obese and if this problem persists, 1/3 of all children born in 2000 or later will suffer from diabetes at some point in their lives, or will face other obesity-related health problems such as heart disease, high blood pressure, asthma and cancer; and

WHEREAS, Digital VibeZ and the Palm Health Foundation invite all residents to take the challenge to MOVE by forming teams, registering online, committing to exercising for at least 30 minutes a day throughout the month of March, and logging their minutes on the *Let’s Move* website, www.letsmovePBC.org. In 2012, Palm Beach County logged 100,000 minutes in the first year of the challenge and we have met the challenge each year since, rising in 2021 to over 59 million minutes logged!

NOW, THEREFORE, I, JohnPaul O’Connor, Mayor of Westlake do hereby proclaim the month of March, as:

Let’s Move Palm Beach County

and urge all citizens to join us in moving to improve their fitness, mental health, and overall health.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 14th day of March 2023.

JohnPaul O’Connor, Mayor

ATTEST:

Zoie P. Burgess, CMC
City Clerk

File Attachments for Item:

A. AIPP-2022-01: The applicant is requesting approval of a proposed Art sculpture installation called "ORANGE WITH 3 BLOSSOMS" for the James Business Park development. The subject application is located at 17035 & 16935 Persimmon Boulevard West.

Submitted By: Planning and Zoning



Meeting Agenda Item Coversheet

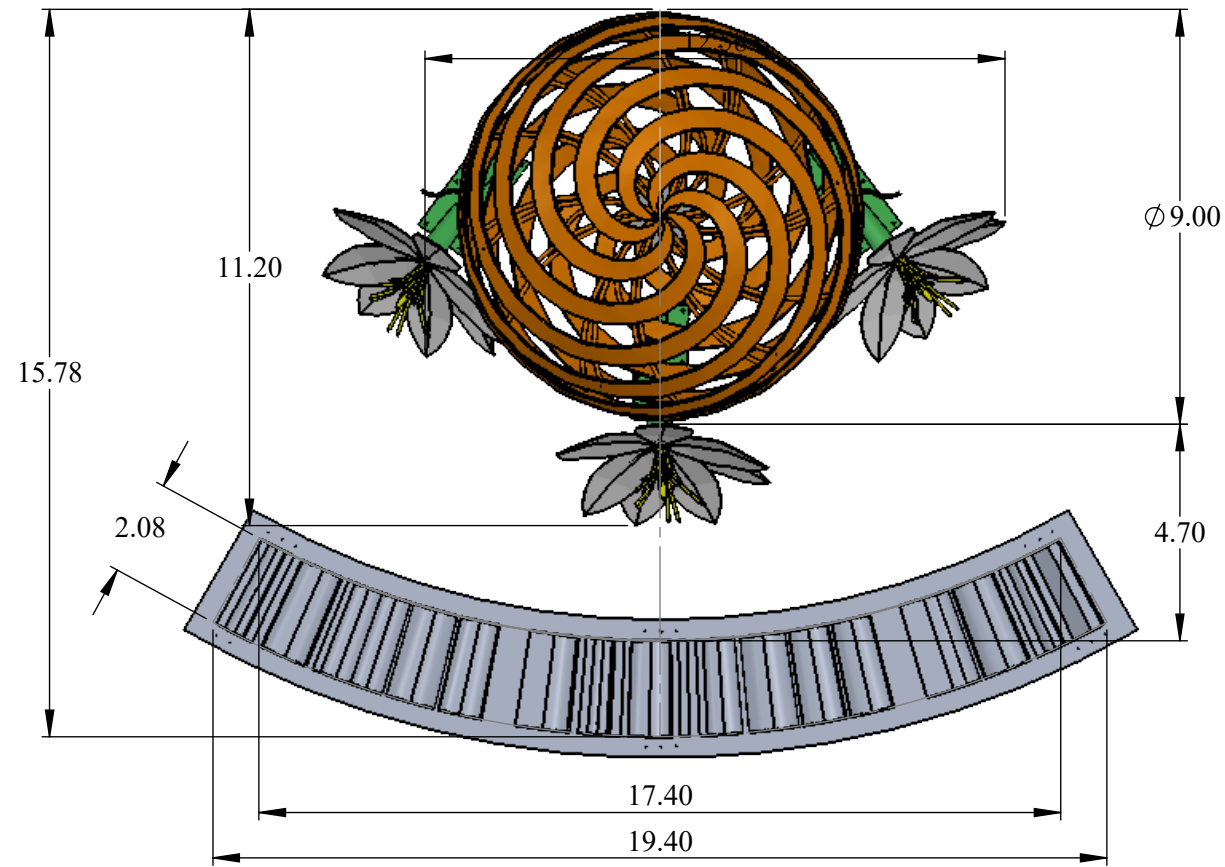
MEETING DATE:		3/14/2023	Submitted By: Planning and Zoning		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		AIPP-2022-01: The applicant is requesting approval of a proposed Art sculpture installation called "ORANGE WITH 3 BLOSSOMS" for the James Business Park development. The subject application is located at 17035 & 16935 Persimmon Boulevard West.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve AIPP-2022-01 Pod G SW "James Business Park" Art Sculpture.			
SUMMARY and/or JUSTIFICATION:		<p>In accordance with Ordinance No. 2021-12, all non-residential development projects with building constructions costs of one million dollars (\$1,000,000.00) as determined by the City's Building Official or more shall be subject to the requirements of the Art in Public Places program. The non-residential development must either contribute one percent (1%) of the building constructions cots of the project as a fee to the Art Acquisition Fund, or provide artwork that has an appraised value equal to three quarters of a percent (0.75%) of the building construction costs.</p> <p>The applicant has chosen to provide artwork onsite. Per the applicant's submitted estimated cost of vertical construction, the total for both buildings is approximately \$13,000,000.00 and the proposed artwork is approximately \$200,000.00 (required \$97,500.00). The proposed sculpture will be located at the northwest corner of the site. The applicant has revised the previously approved Master Signage Plan to accommodate the <u>proposed art sculpture installation and monument sign.</u></p>			
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 Artist Biography & Statement Sculpture Plans Revised Master Signage Plan			
SELECT, if applicable		RESOLUTION:		ORDINANCE:	

<p>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>	
<p>FISCAL IMPACT <i>(if any):</i></p>	<p></p>

\$

Dimensions Displayed in FEET

Top View

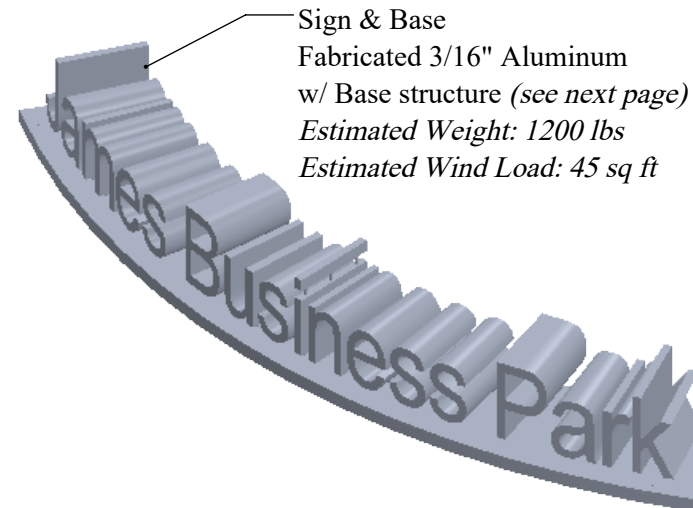
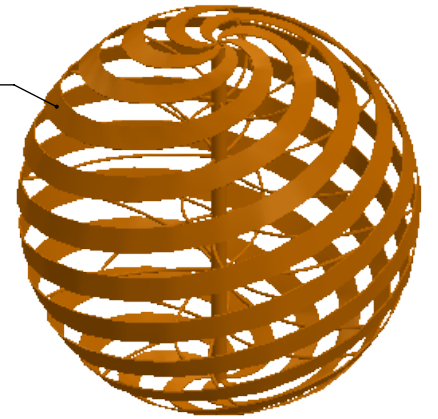


Front View

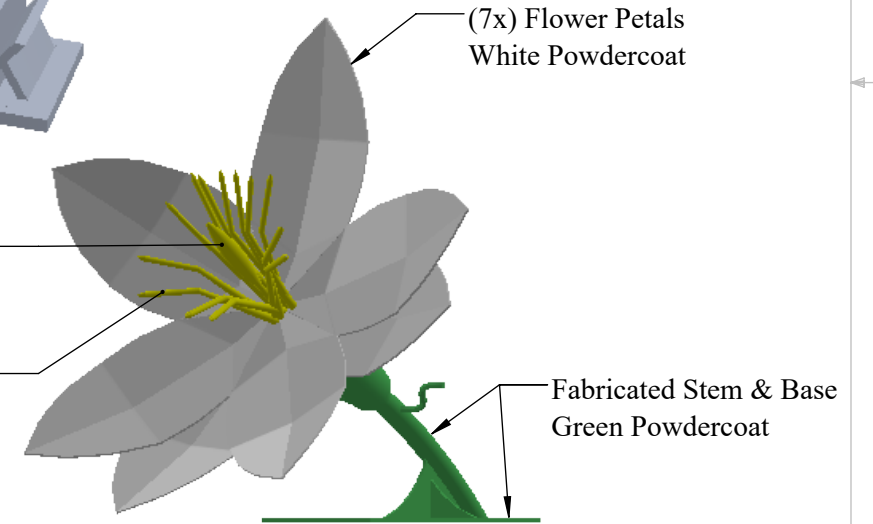


REVISIONS				
ZONE	REV.	DESCRIPTION	DATE	APPROVED
	A	Updated with Feedback from Customer	12/7/2022	EES
	B	Further Updates and more Details added (see pgs 3-4)	1/9/2023	EES

(6x) Orange Peels
 Fabricated 1/2" Aluminum Spirals
 w/ Stainless Steel Column
 Estimated Weight: 1300 lbs
 Estimated Wind Load: 763.5 sq ft



(1x) Pistil
 Yellow Powdercoat
 (13x) Anthers
 Yellow Powdercoat



3x Orange Blossom Flower: Aluminum Assemblies
 Estimated Weight: 180 lbs Each
 Estimated Wind Loads: 125 sq ft Each

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF EES DESIGN LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF EES DESIGN LLC IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:		NAME	DATE	EES DESIGN, LLC
DIMENSIONS ARE IN INCHES		DRAWN	JV	
TOLERANCES:		CHECKED		TITLE:
FRACTIONAL: ±		ENG APPR.		<i>Orange Peel Sculpture</i>
ANGULAR: MACH ± BEND ±		MFG APPR.		SIZE DWG. NO.
TWO PLACE DECIMAL ±		Q.A.		B 22159-EN-1122
THREE PLACE DECIMAL ±		COMMENTS:		REV
INTERPRET GEOMETRIC TOLERANCING PER:				B
MATERIAL				SCALE: 1:50
NEXT ASSY	USED ON			WEIGHT:
FINISH				SHEET 1 OF 4
APPLICATION				DO NOT SCALE DRAWING

BOTTOM VIEW

(8x) 3 x 3 x 1/4" Wall Stiffener

34" x 20.00
1" Aluminum
3 Places

27.27°

(6x) Ø 1"
each Base

(6x) Ø 3/4"
each Base

30" x 14.00
1/2" Aluminum
3 Places

Ø 18" OD
3/4" Stainless Steel
Ø 15.00 Bolt Circle

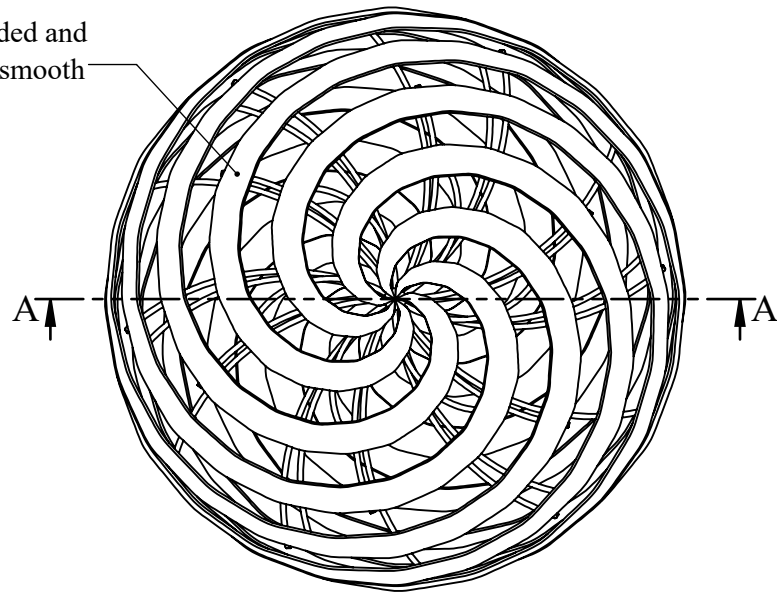
(6x) Ø 3/4"

Site to be drilled and anchors installed using a provided template

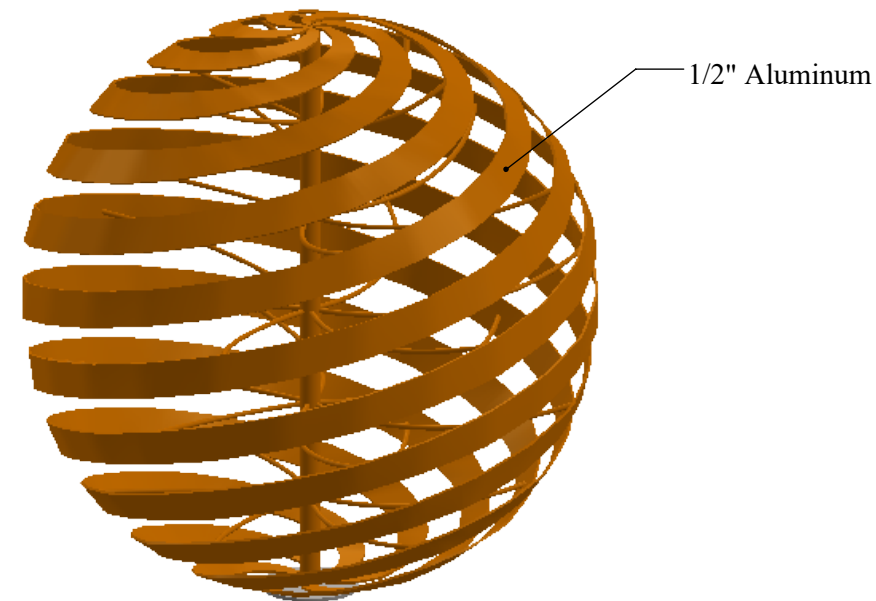
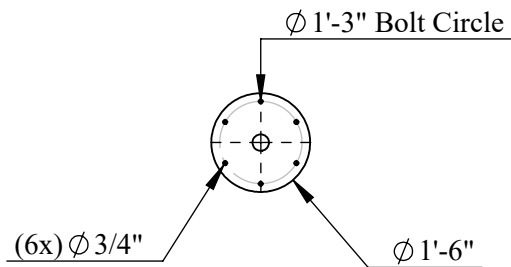
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		UNLESS OTHERWISE SPECIFIED:		NAME	DATE	EES DESIGN, LLC
		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±		DRAWN	JV	
				CHECKED		TITLE:
				ENG APPR.		<i>Orange Peel Sculpture Base Detail</i>
				MFG APPR.		SIZE DWG. NO.
				Q.A.		REV
				COMMENTS:		B 22159-EN-1122 B
NEXT ASSY	USED ON	FINISH				SCALE: 1:30 WEIGHT: SHEET 2 OF 4
APPLICATION		DO NOT SCALE DRAWING				40

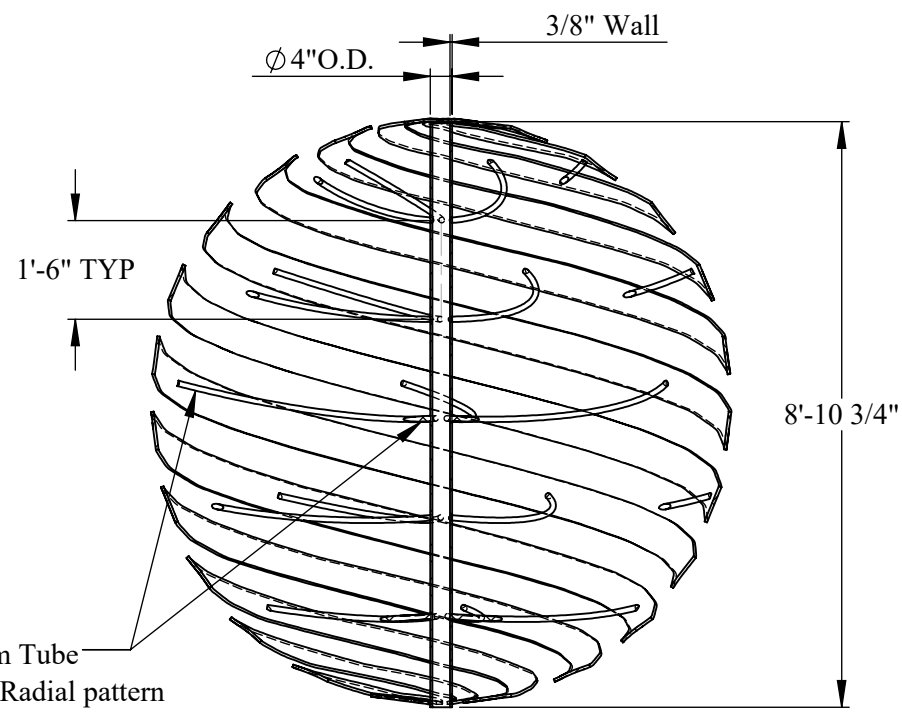
Support Tubes plug welded and outside surface blended smooth



Top View



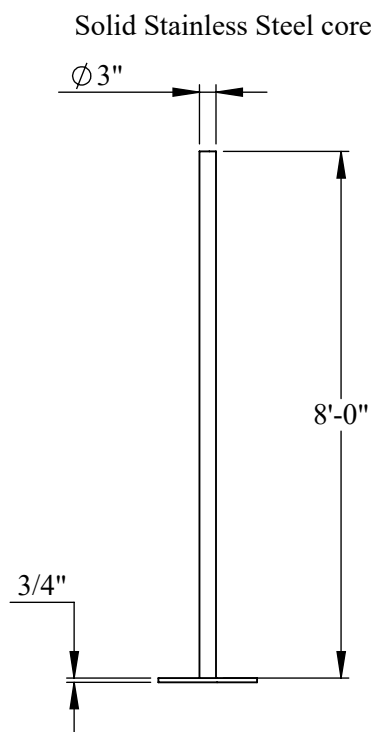
9ft Aluminum "Orange Peel" sphere, Current Concept:
Solid welded assembly with $\phi 1"$ rolled support arms



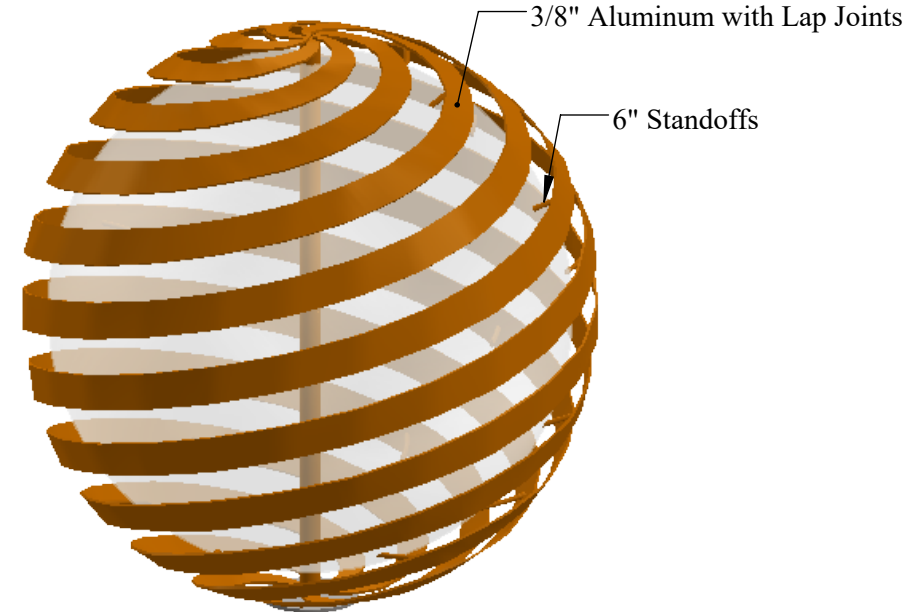
SECTION A-A
Front View

$\phi 1"$ Rolled aluminum Tube
Rolled and welded in Radial pattern to central column and inside of Orange Peel ribbons

Edges of Orange Peel ribbons can be rounded over with a 1/4" or 3/16" radius to discourage climbing on the piece



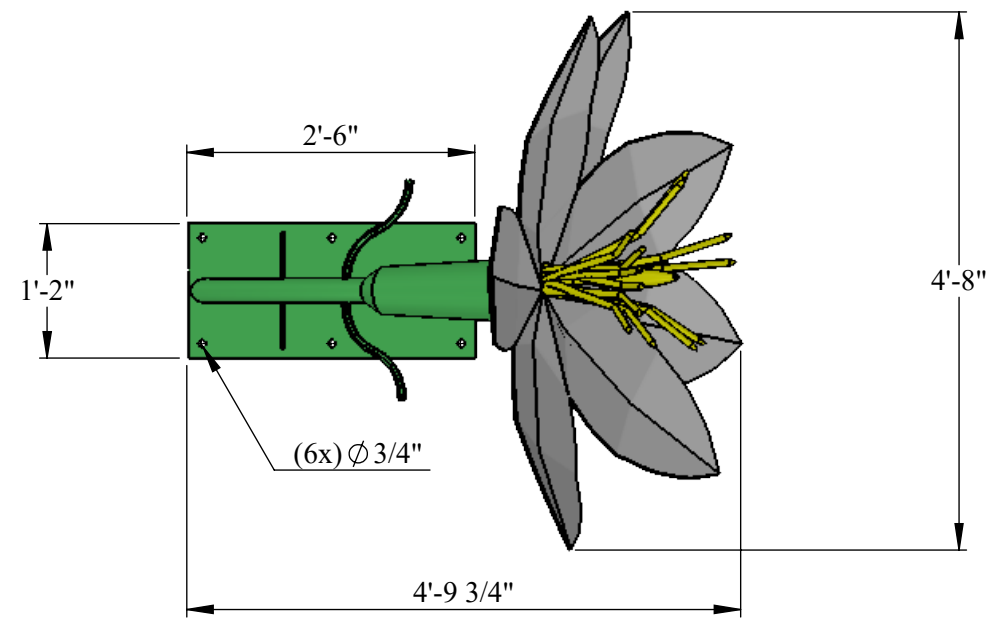
Solid Stainless Steel core



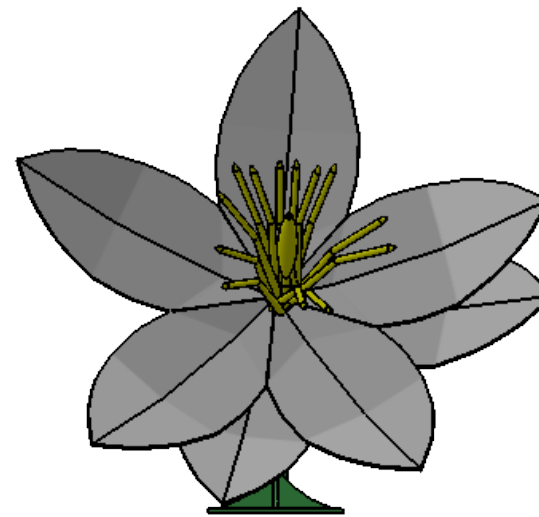
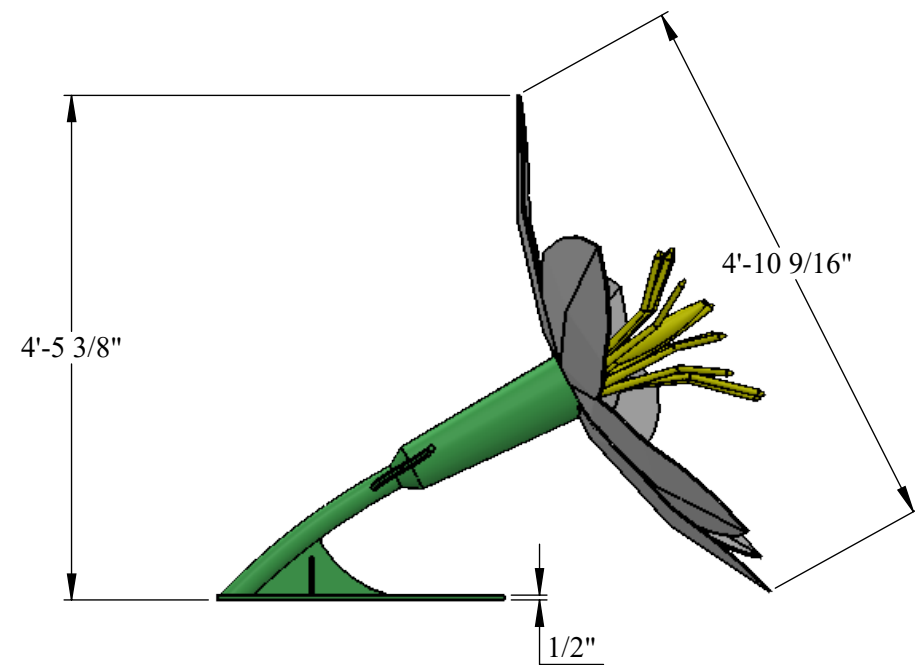
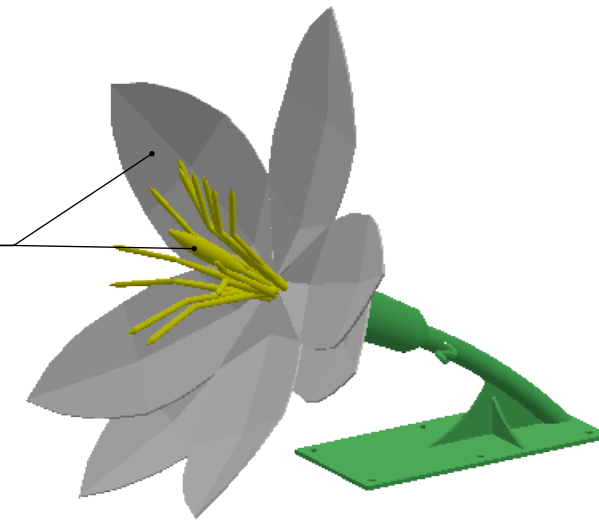
9ft Aluminum "Orange Peel" sphere, Alternate Concept:
Top/Bottom Half over 8ft Acrylic Hemispheres, with 6" standoffs

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF **EES DESIGN LLC**. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF **EES DESIGN LLC** IS PROHIBITED.

		UNLESS OTHERWISE SPECIFIED:		NAME	DATE	EES DESIGN, LLC
		DIMENSIONS ARE IN INCHES		DRAWN	JV	
		TOLERANCES:		CHECKED		TITLE:
		FRACTIONAL \pm		ENG APPR.		<i>Orange Peel Detail Overview</i>
		ANGULAR: MACH \pm BEND \pm		MFG APPR.		
		TWO PLACE DECIMAL \pm		Q.A.		SIZE DWG. NO.
		THREE PLACE DECIMAL \pm		COMMENTS:		B 22159-EN-1122
		INTERPRET GEOMETRIC TOLERANCING PER:				REV
		MATERIAL				B
NEXT ASSY	USED ON	FINISH				SCALE: 1:35
APPLICATION		DO NOT SCALE DRAWING				WEIGHT:
						SHEET 3 OF 4



Anthers/Pistil and Flower Petal Sub-Assemblies
Mechanically fastened into Body with Stainless
Steel Tamper-Proof hardware



NOTE: Final fabrication model Anthers will have to be arranged in a more circular pattern

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		UNLESS OTHERWISE SPECIFIED:		NAME	DATE	EES DESIGN, LLC	
		DIMENSIONS ARE IN INCHES		DRAWN	JV	1/9/2023	TITLE: <i>Orange Blossom Flower Detail Overview</i>
		TOLERANCES:		CHECKED			
		FRACTIONAL ±		ENG APPR.			
		ANGULAR: MACH ± BEND ±		MFG APPR.			
		TWO PLACE DECIMAL ±		Q.A.			
		THREE PLACE DECIMAL ±		COMMENTS:			
		INTERPRET GEOMETRIC TOLERANCING PER:					
		MATERIAL					
		FINISH					
NEXT ASSY	USED ON					SIZE DWG. NO.	REV
						B 22159-EN-1122	B
APPLICATION		DO NOT SCALE DRAWING		SCALE: 1:20		WEIGHT:	SHEET 4 OF 4

JAMES BUSINESS PARK
AT
WESTLAKE™



LAND PLANNING + LANDSCAPE ARCHITECTURE

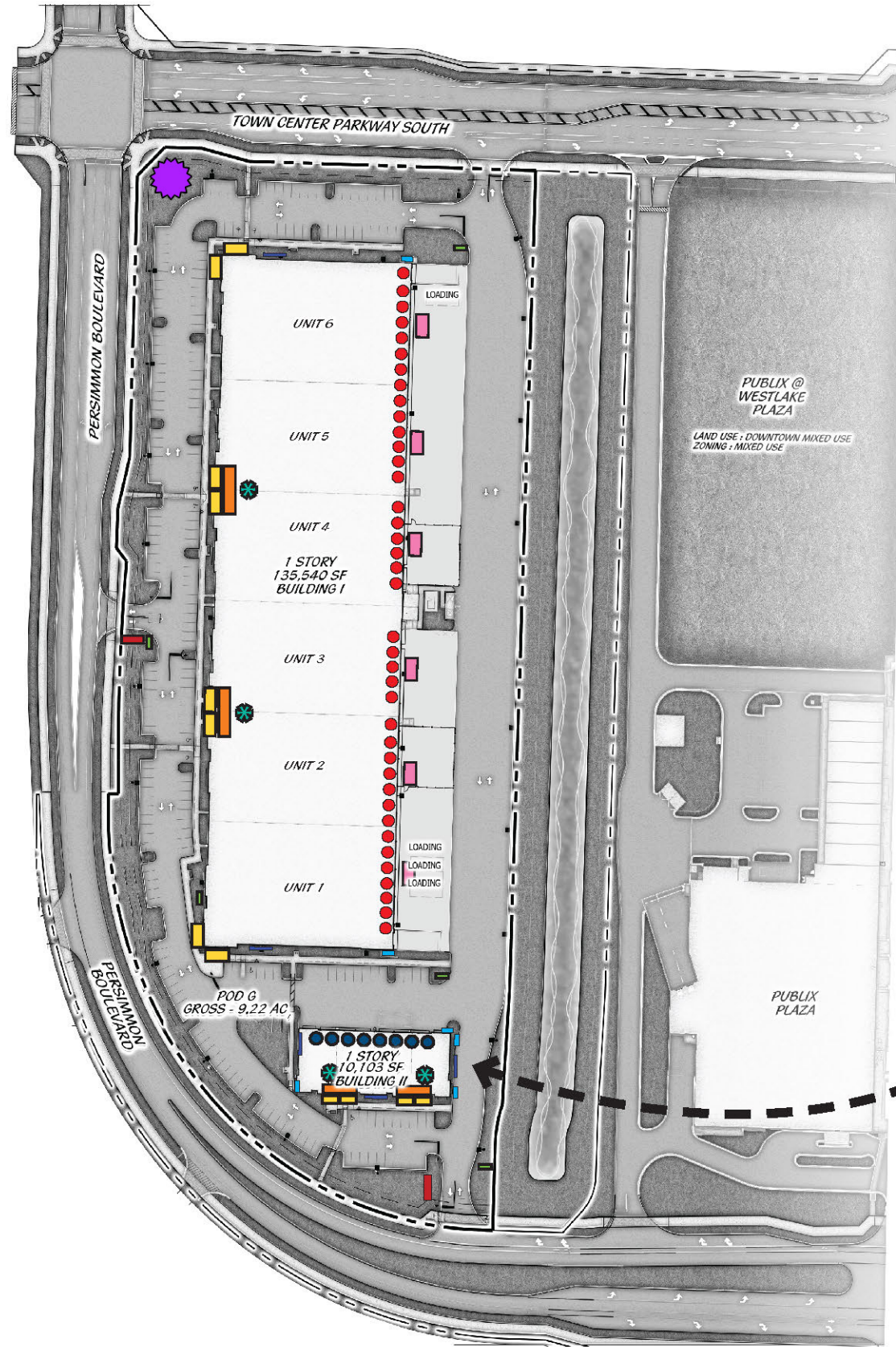
Cotleur & Hearing

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












POD G SOUTHWEST
MASTER SIGNAGE PROGRAM

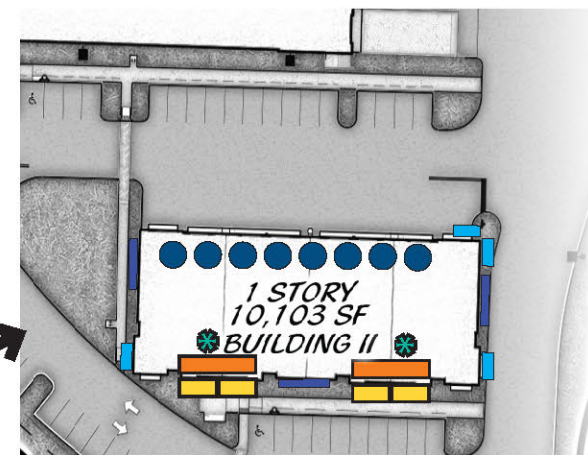
JANUARY 25, 2023

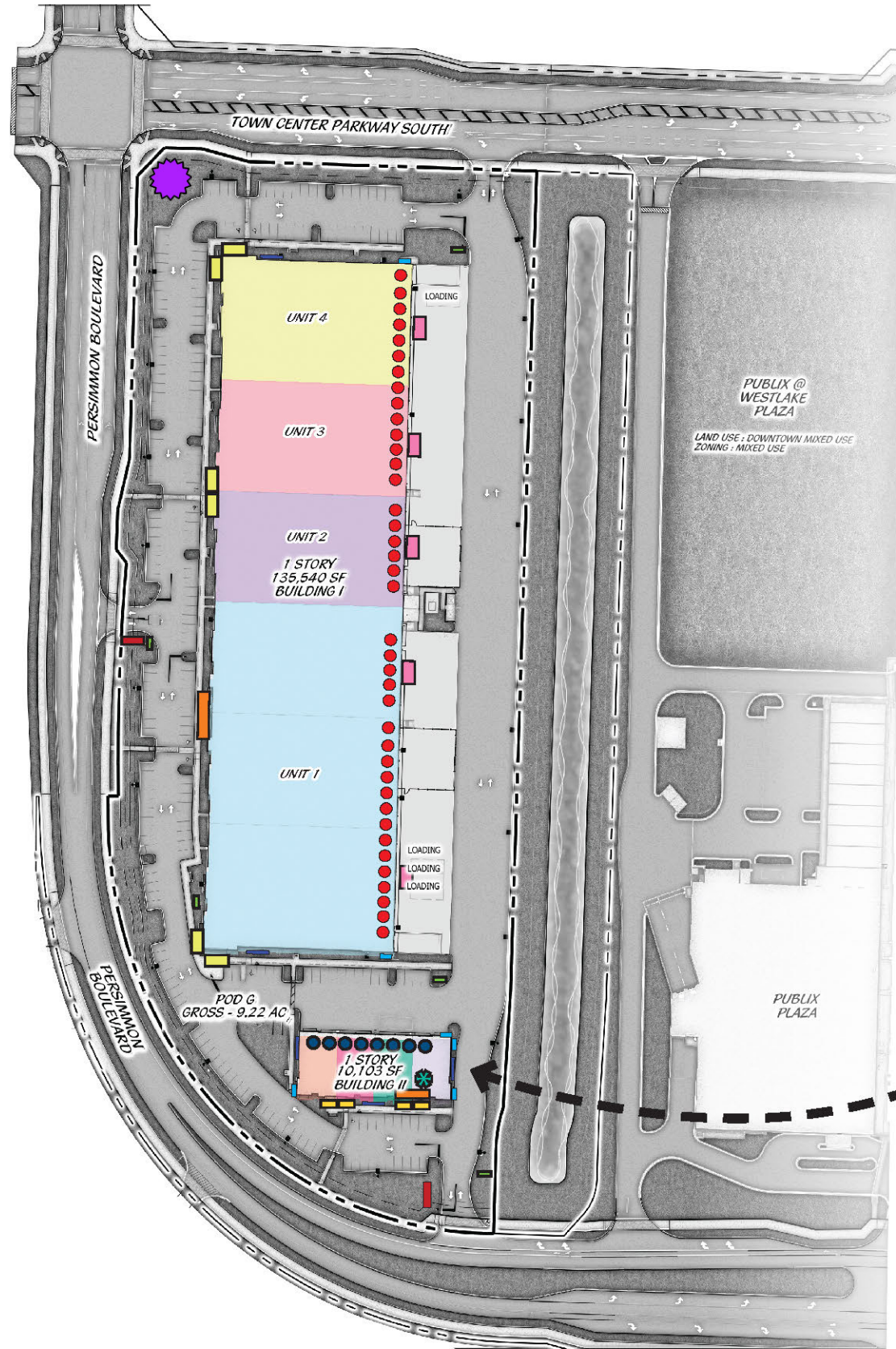
- 1 SIGN LOCATION MAP
- 2 POD G SOUTHWEST - EXAMPLE LEASING SCENARIO #1
- 3 POD G SOUTHWEST - EXAMPLE LEASING SCENARIO #2
- 4 PRIMARY GROUND SIGNS
- 5 TENANT DIRECTIONAL SIGNS
- 6 BUILDING #1 SIGN VIEWS
 - A. PRINCIPAL TENANT WALL SIGN
 - B. SECONDARY TENANT WALL SIGN
 - C. TENANT REAR WALL SIGN
 - D. BUILDING ADDRESS
 - E. BUILDING ID SIGN
 - F. LOADING BAY ID SIGN
- 7 BUILDING #2 SIGN VIEWS
 - A. PRINCIPAL TENANT WALL SIGN
 - B. SECONDARY TENANT WALL SIGN
 - C. BUILDING ADDRESS
 - D. BUILDING ID SIGN
 - E. LOADING BAY ID SIGN
- 8 ART IN PUBLIC PLACES WITH INTEGRATED PROJECT IDENTIFICATION SIGN



SIGN LOCATION MAP

-  ART IN PUBLIC PLACES WITH INTEGRATED PROJECT IDENTIFICATION SIGN
-  GROUND SIGN
-  PRINCIPAL TENANT WALL SIGN
-  SECONDARY TENANT WALL SIGN
-  TENANT REAR WALL SIGN
-  BUILDING ADDRESS
-  BUILDING ID SIGN
-  DIRECTIONAL SIGN
-  BLDG #1 BAY DOOR SIGNS
-  BLDG #2 BAY DOOR SIGNS
-  IF A TENANT OCCUPIES TWO (2) CONTINUOUS UNITS THAT SHARE AN ENTRANCE PARAPET (UNITS 2 AND THREE AND FOUR AND FIVE RESPECTIVELY). THE TENANT CAN CHOOSE TO UTILIZE THE PRINCIPAL TENANT WALL SIGN.



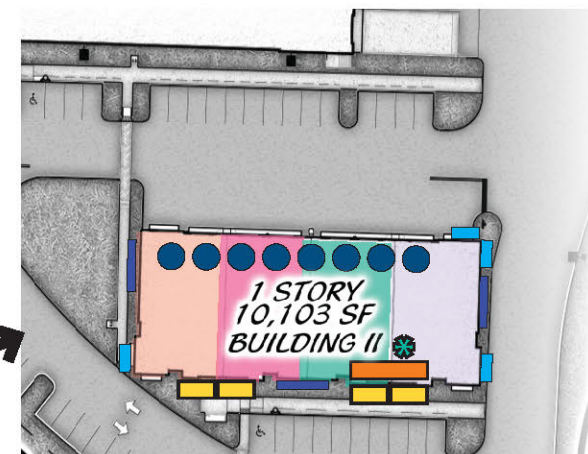


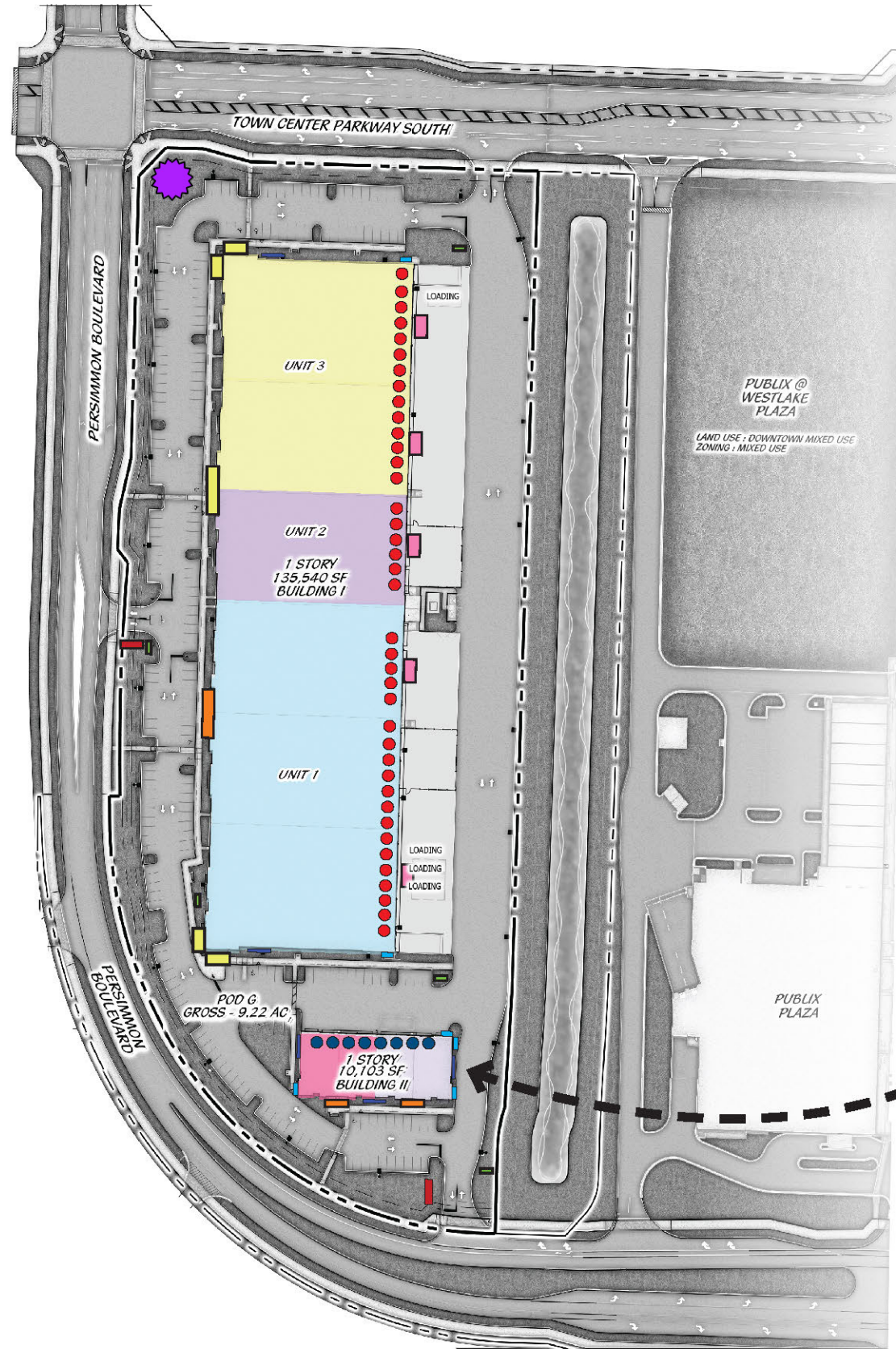
SIGN LOCATION MAP

- TENANT DIRECTIONAL SIGN
- PRINCIPAL TENANT WALL SIGN
- SECONDARY TENANT WALL SIGN
- TENANT REAR WALL SIGN
- BUILDING ADDRESS
- BUILDING ID SIGN
- BLDG #1 BAY DOOR SIGNS
- BLDG #2 BAY DOOR SIGNS
- IF A TENANT OCCUPIES TWO (2) CONTINUOUS UNITS THAT SHARE AN ENTRANCE PARAPET (UNITS 2 AND THREE AND FOUR AND FIVE RESPECTIVELY). THE TENANT CAN CHOOSE TO UTILIZE THE PRINCIPAL TENANT WALL SIGN.

NOTES

- TENANTS WILL BE PERMITTED TO SELECT EITHER ONE (1) PRINCIPAL TENANT WALL SIGN, OR ONE (1) SECONDARY TENANT WALL SIGN, BUT NOT BOTH.
- A TENANT MAY BE PERMITTED AN ADDITIONAL SECONDARY TENANT WALL SIGN IF THEY ARE LOCATED ON A BUILDING CORNER
- EACH TENANT WILL BE PERMITTED ONE (1) TENANT REAR WALL SIGN. PRINCIPAL TENANT MAY BE PERMITTED TWO (2) REAR WALL SIGNS.



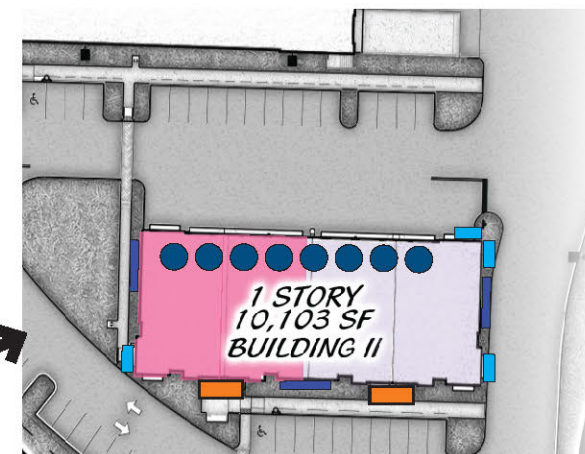


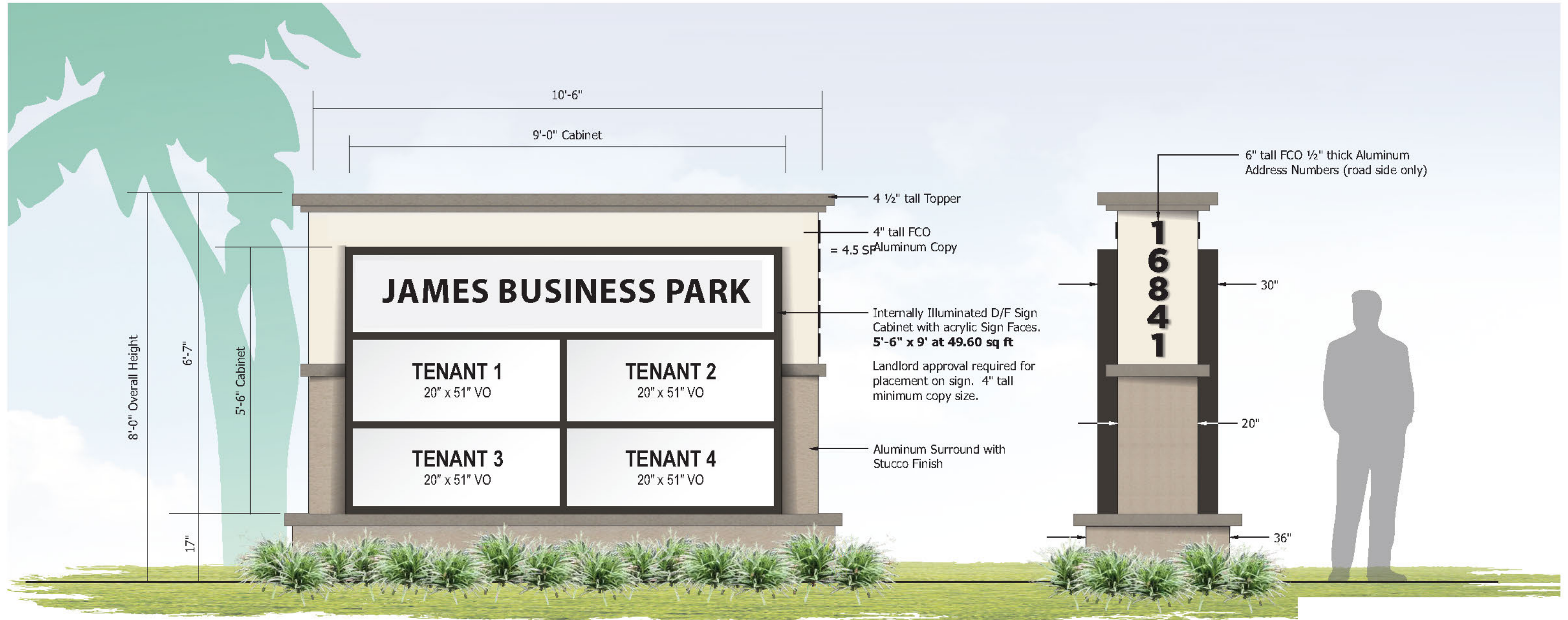
SIGN LOCATION MAP

- TENANT DIRECTIONAL SIGN
- PRINCIPAL TENANT WALL SIGN
- SECONDARY TENANT WALL SIGN
- TENANT REAR WALL SIGN
- BUILDING ADDRESS
- BUILDING ID SIGN
- BLDG #1 BAY DOOR SIGNS
- BLDG #2 BAY DOOR SIGNS

NOTES

- TENANTS WILL BE PERMITTED TO SELECT EITHER ONE (1) PRINCIPAL TENANT WALL SIGN, OR ONE (1) SECONDARY TENANT WALL SIGN, BUT NOT BOTH.
- A TENANT MAY BE PERMITTED A SECOND, EITHER PRINCIPAL TENANT WALL SIGN OR SECONDARY TENANT WALL SIGN, IF THEY ARE LOCATED ON A BUILDING CORNER
- EACH TENANT WILL BE PERMITTED ONE (1) TENANT REAR WALL SIGN. PRINCIPAL TENANT MAY BE PERMITTED TWO (2) REAR WALL SIGNS.

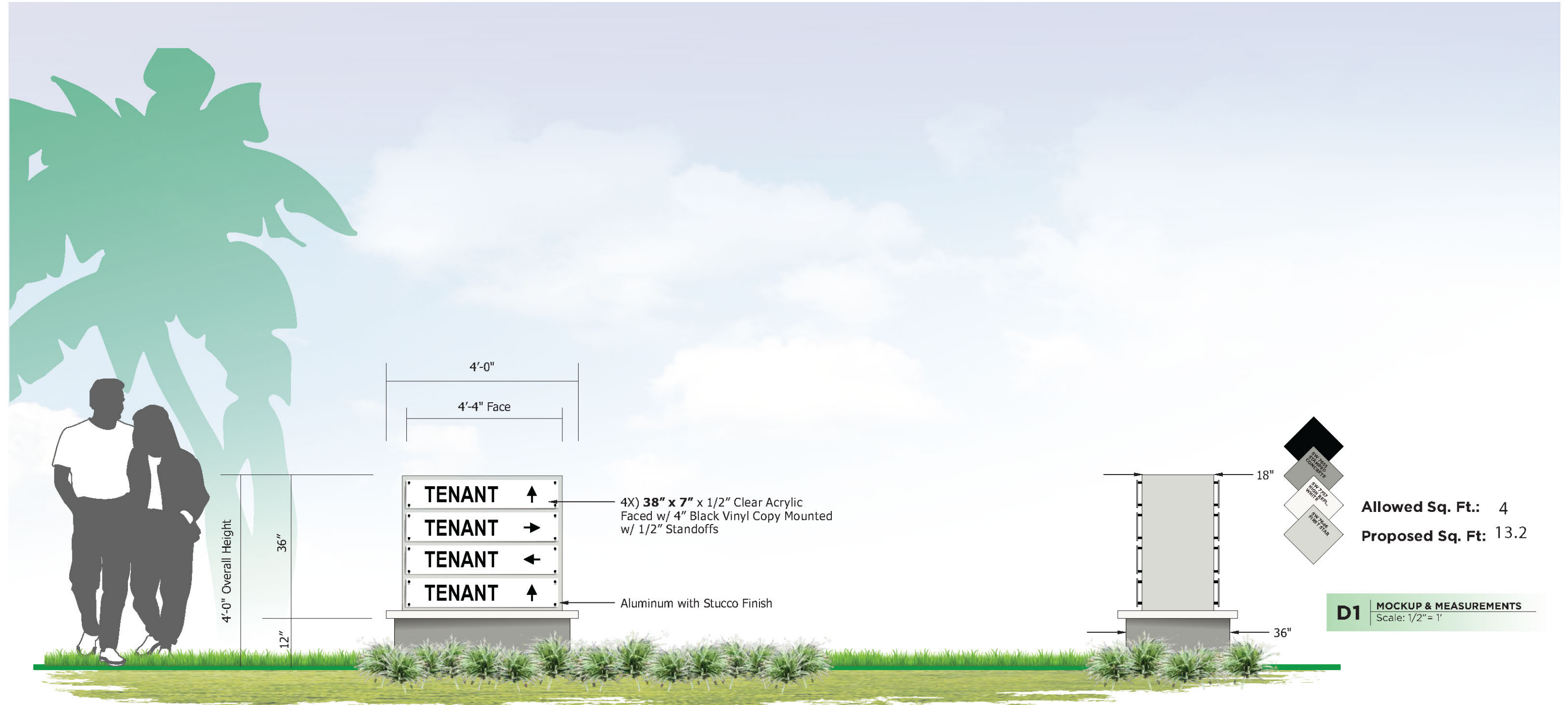


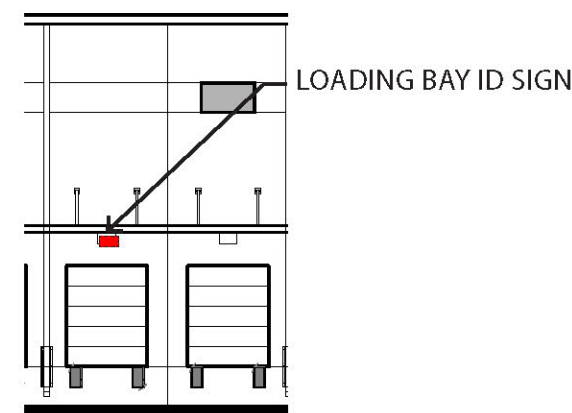
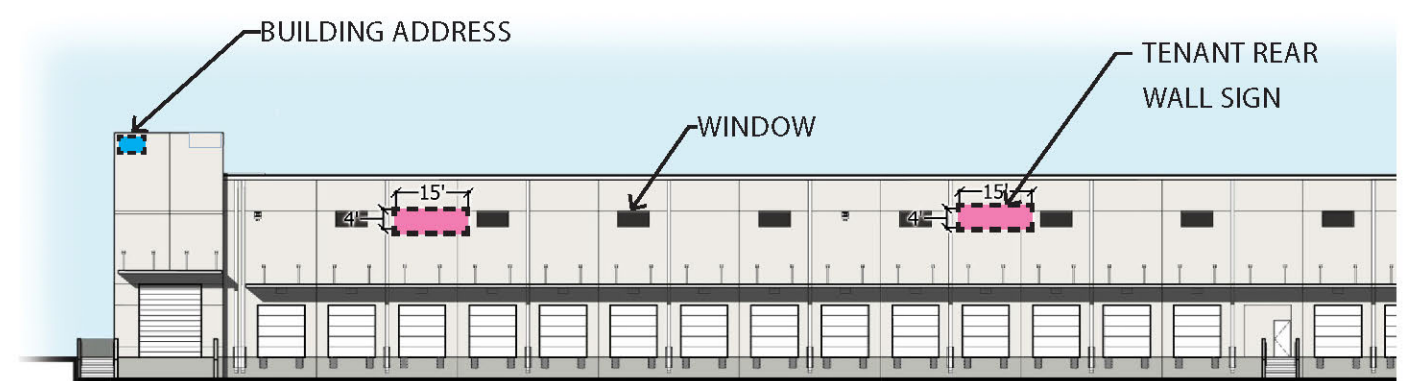
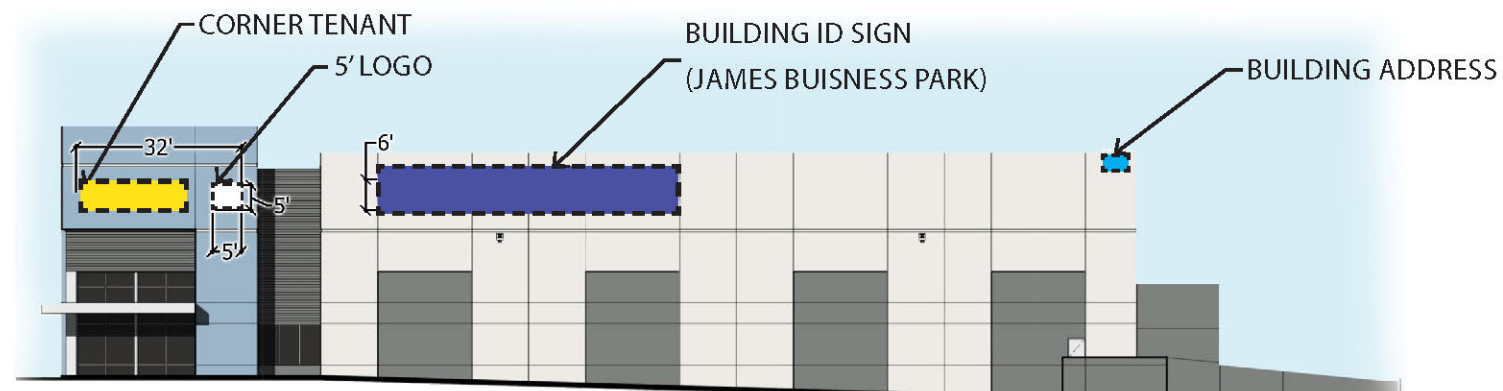
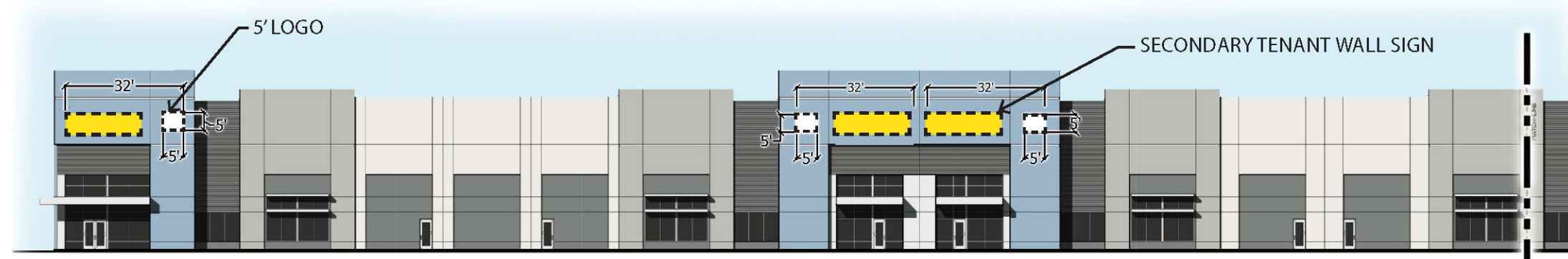
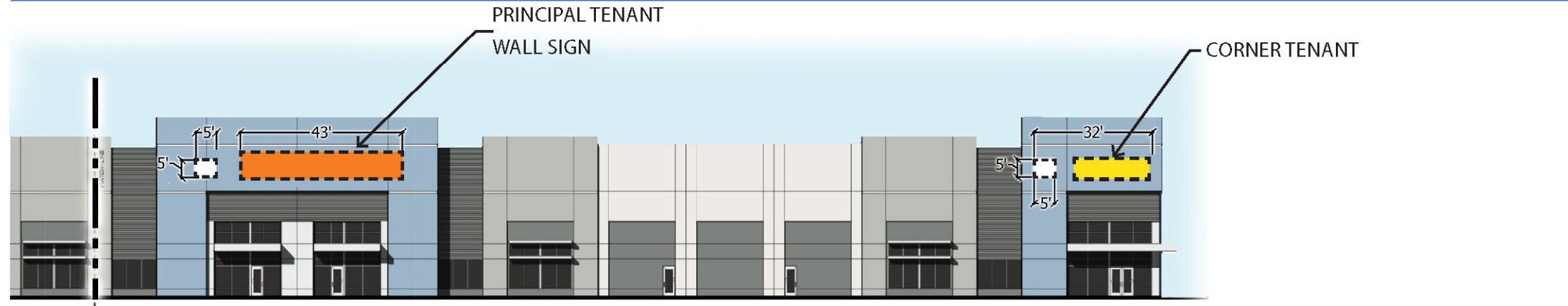


S21 S22 Secondary Ground Sign
Scale: 1/2" = 1'-0"

8' x 10'-6" = 84.00 sq ft

Side View





WALL SIGN CRITERIA - BLDG 1

PRINCIPAL TENANT WALL SIGN
 MAX 36" LETTERS, 2 LINES OF COPY,
 215 SF (5' X 43'), PLUS 5' X 5' LOGO MAX 25 SF

SECONDARY TENANT WALL SIGN
 MAX 36" LETTERS, 2 LINES OF COPY, 5' MAX LOGO
 160 SF (5' X 32')

TENANT REAR WALL SIGN
 MAX 24" LETTERS, 2 LINES OF COPY, 4' MAX LOGO
 60 SF (4' X 15')

BUILDING ADDRESS
 MAX 36" NUMBER SIZE (12" MINIMUM)

BUILDING ID SIGN
 MAX 48" LETTERS, 2 LINES OF COPY, 6' MAX LOGO
 144 SF (6' X 24')

LOADING BAY ID SIGN
 12" MAX NUMBER/LETTER SIZE

NOTES

- WALL SIGN LETTERS SHALL BE EITHER 1/4" THICK FLAT CUT METAL OR INDIVIDUAL DIMENSIONAL CHANNEL LETTERS.
- LETTER STYLE, COLOR, AND FONT TO BE DETERMINED BY TENANT AND LANDLORD. STANDARD DEFAULT STYLE SHALL BE HELVETICA MEDIUM OR AMERICANA EXTRA BOLD.
- LETTERS SHALL BE ALL CAPS UNLESS APPROVED BY LANDLORD.
- LOGOS ARE PERMISSABLE IF APPROVED BY LANDLORD.
- WINDOW SIGNS SHALL CONFORM TO SECTION 6.9 OF THE WESTLAKE SIGN CODE. WINDOW SIGNAGE SHALL NOT EXCEED 20% OF THE GLASS AREA.
- ALL WINDOW SIGNS MUST BE APPROVED BY THE LANDLORD

WALL SIGN CRITERIA - BLDG 2

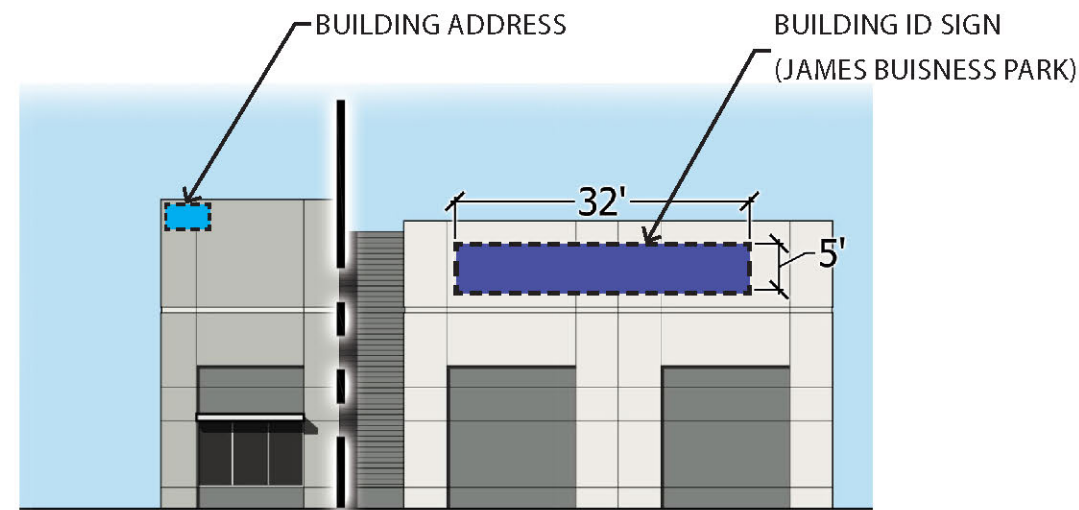
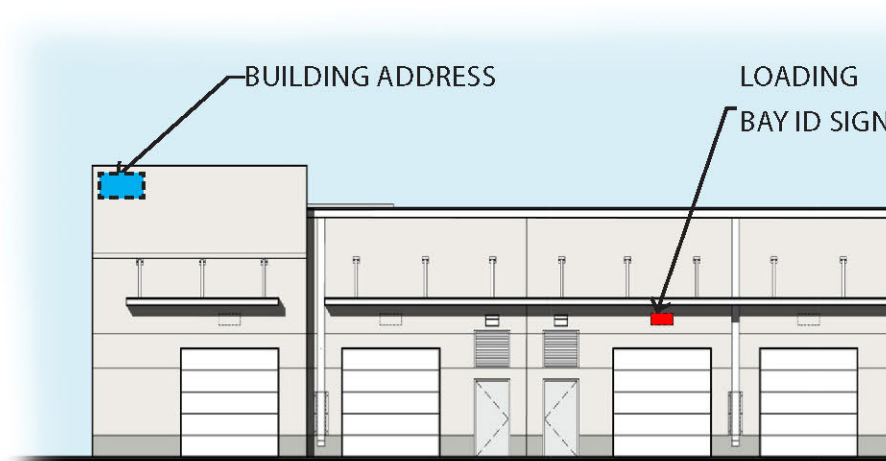
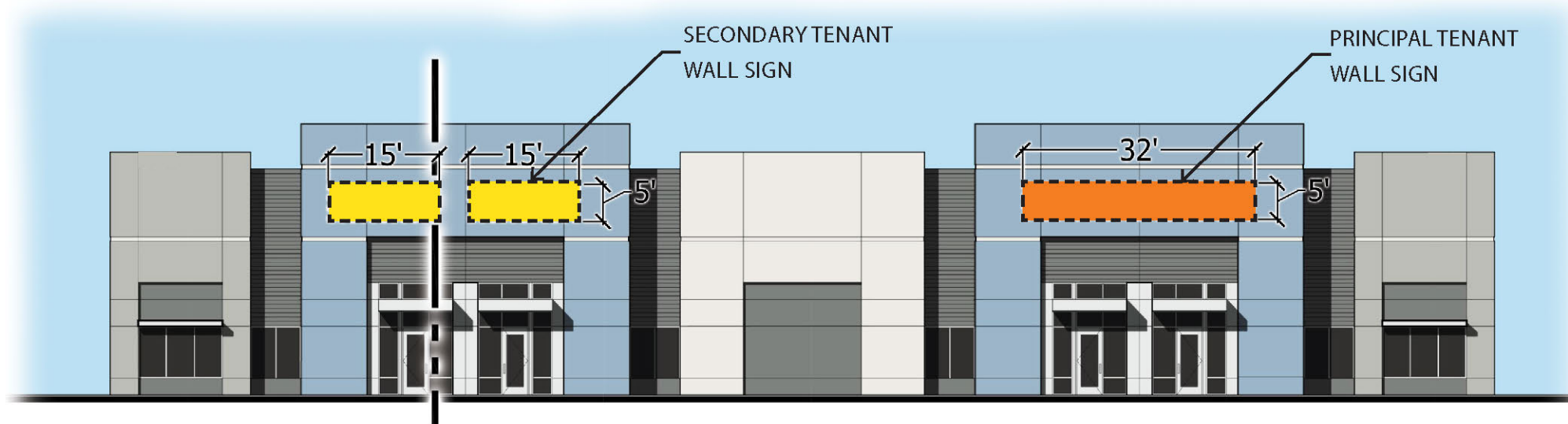
PRINCIPAL TENANT WALL SIGN
 MAX 36" LETTERS, 2 LINES OF COPY,
 160 SF (5' X 32') PLUS 5' X 5' MAX LOGO 25 SF

SECONDARY TENANT WALL SIGN
 MAX 24" LETTERS, 2 LINES OF COPY, 4' MAX LOGO
 75 SF (5' X 15')

BUILDING ADDRESS
 MAX 36" NUMBER SIZE (12" MINIMUM)

BUILDING ID SIGN
 MAX 36" LETTERS, 2 LINES OF COPY, 5' MAX LOGO
 120 SF (5' X 24')

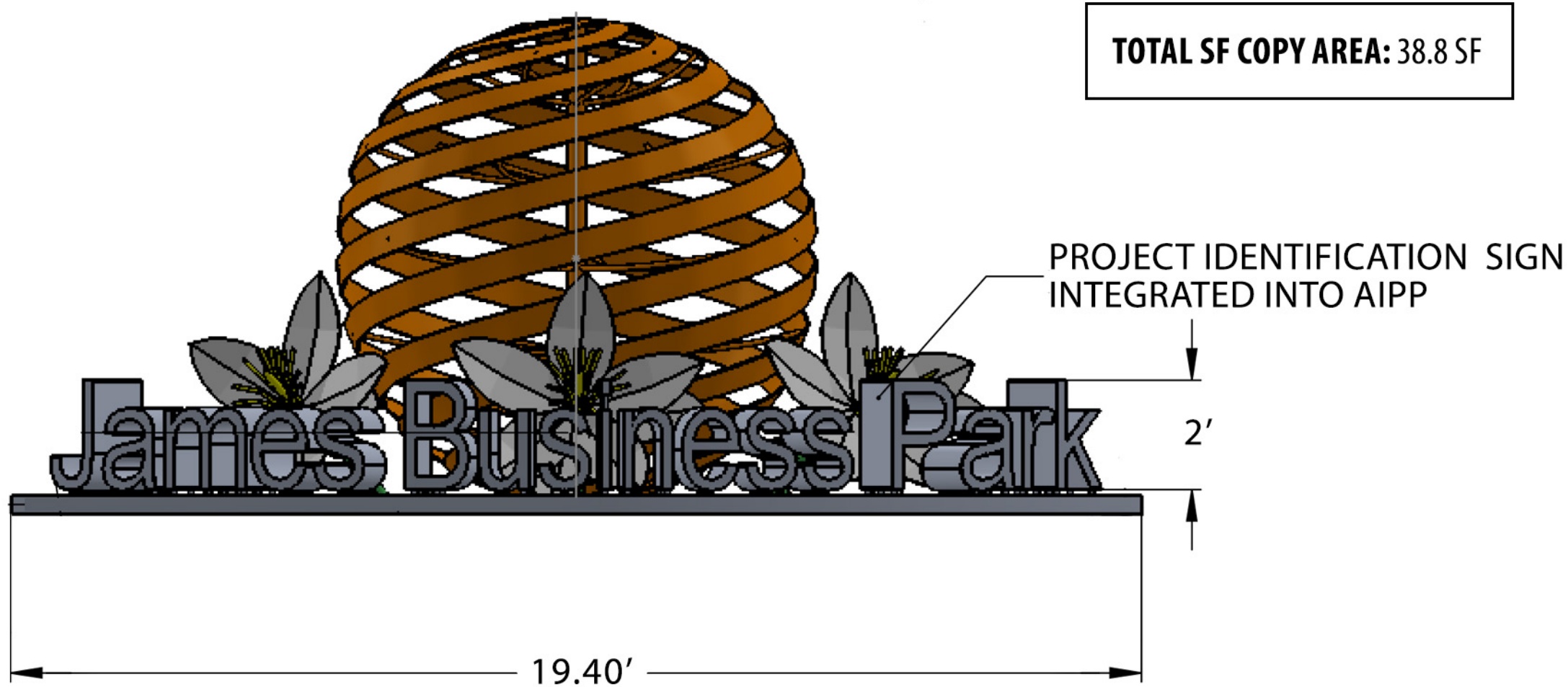
LOADING BAY ID SIGN
 12" MAX NUMBER/LETTER SIZE



NOTES

- WALL SIGN LETTERS SHALL BE EITHER 1/4" THICK FLAT CUT METAL OR INDIVIDUAL DIMENSIONAL CHANNEL LETTERS.
- LETTER STYLE, COLOR, AND FONT TO BE DETERMINED BY TENANT AND LANDLORD. STANDARD DEFAULT STYLE SHALL BE HELVETICA MEDIUM OR AMERICANA EXTRA BOLD.
- LETTERS SHALL BE ALL CAPS UNLESS APPROVED BY LANDLORD.
- LOGOS ARE PERMISSABLE IF APPROVED BY LANDLORD.
- WINDOW SIGNS SHALL CONFORM TO SECTION 6.9 OF THE WESTLAKE SIGN CODE. WINDOW SIGNAGE SHALL NOT EXCEED 20% OF THE GLASS AREA.
- ALL WINDOW SIGNS MUST BE APPROVED BY THE LANDLORD
- WALL SIGNS FOR BUILDING ARE DIFFERENT FROM THE STANDARDS PROPOSED FOR BUILDING TO ADDRESS ARCHITECTURAL SCALE

Front View



WAIVERS

SIGN TYPE	CODE REQUIREMENT	APPLICANT REQUEST	DEVIATION
Ground Sign (for Commercial)	Width : 15'	19.4'	+4.4'
	Base : 30% of overall height	No structured base	In Lieu of base, there will be a landscape terrace/plateau
	Letter Height : 4"	Letter Height – 24"	+ 20"



“ORANGE WITH 3 BLOSSOMS”

**For James Business Park
City of Westlake, Florida**

Artist Statement Amended:

By way of introduction, we specialize in the design and execution of large to monumental environmentally interactive kinetic & light sculptures for public places from our studio in West Palm Beach, Florida. For the last 20 plus years, we have custom designed large to monumental kinetic, light and interactive sculptures for public places around the world, including Russia, China, Europe, Taiwan, United Arab Emirates – and certainly in the USA.

We custom-design public sculptures site specifically for our clients. For the James Business Park, we were commissioned to design an iconic corner landmark signage and sculpture.

With guidance and in close cooperation with the client, we based our design on the following guiding principles:

- The City of Westlake was previously mostly orange groves.
- The Florida State Flower is the Orange Blossom, so in our design we included 3 blossoms, each with 13 anthers (totaling 39 anthers - representing Westlake as Palm Beach Counties 39th Municipality).
- The anthers are a vital part of the flower, responsible for the pollination, seeds and the new and next generations of Orange Blossoms, just as Westlake is building a new city for the next many generations to come.
- Signage is an integral part of the public art perception as a whole

With this in mind, we wanted to design a new and contemporary interpretation of the Orange & Blossom theme, in line with the new and forward-looking design principles of Westlake and the James Business Park.

Avoiding the traditional orange fruit form sculptures, we designed a stylized, more transparent and visually more engaging Orange Peel with 3 blossoms, with clean lines, complementing and in harmony with the clean lines of the surrounding modern building architecture.

Given the modern architecture and the "birth" of the new Westlake, we designed the signage to be an important and integral part of the art and its surrounding space. We specifically selected the ARIAL Font because its rounded modern form compliments the spherical shape of the artwork well. The silver color of the signage connects subtly to the silver accents on the buildings in the background.

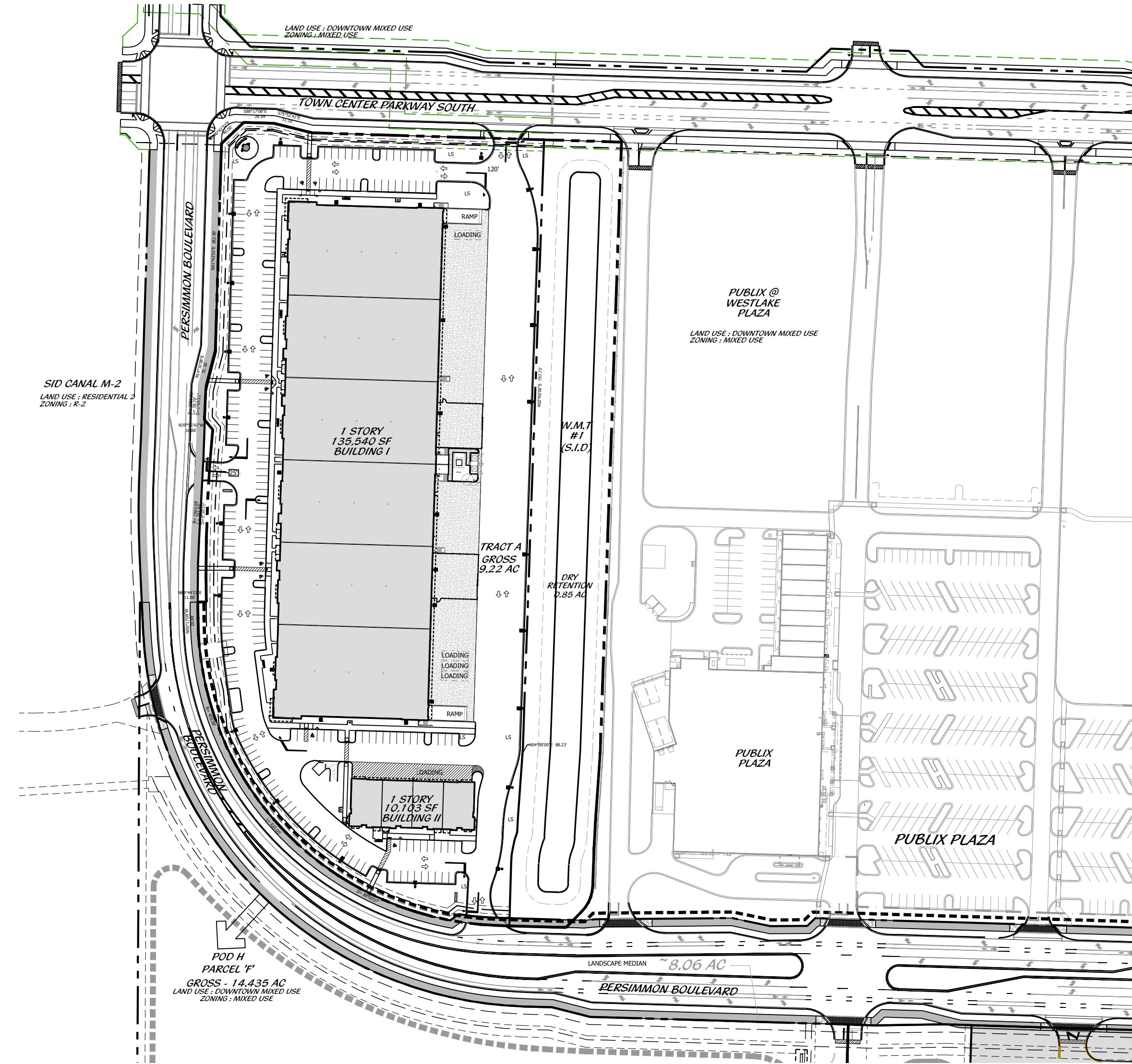
We opted for a dynamic design, showing an Orange Peel in "static movement". This design provides the viewer with the optical illusion of movement, as they walk or drive by the sculpture, making this an iconic and memorable landmark.

We thank you for your trust and look forward to work with you, to realize "ORANGE WITH 3 BLOSSOMS" as the first contemporary public sculpture in Westlake.

With kinetic regards,

Ralfonso

JAMES BUSINESS PARK



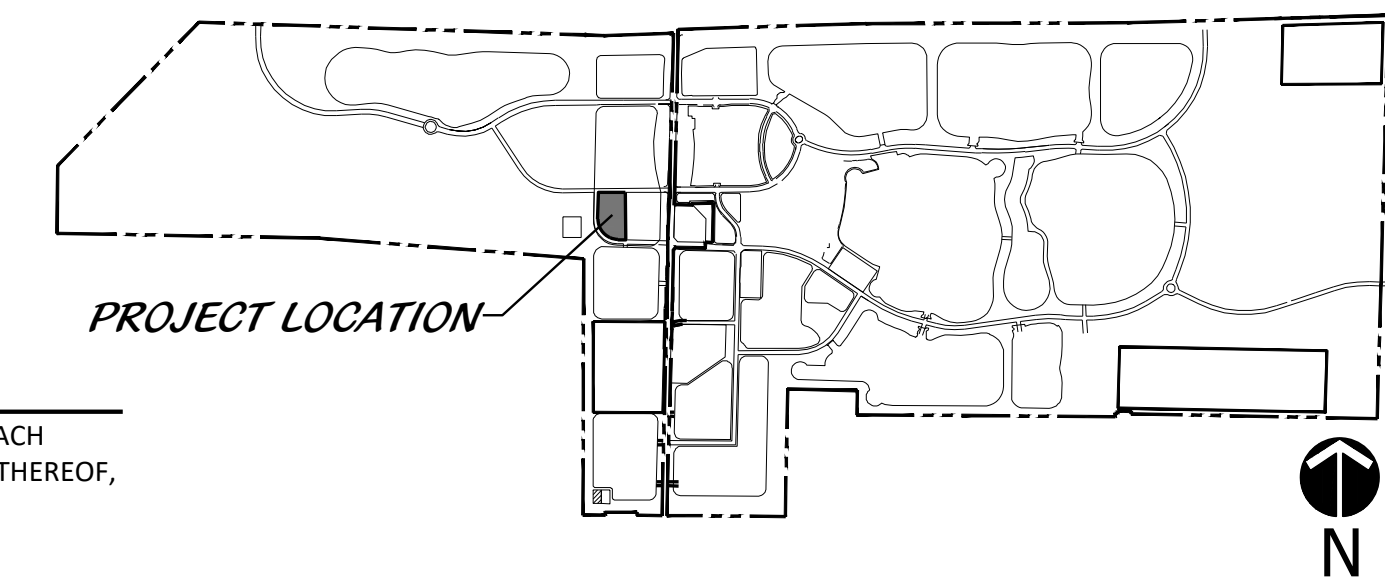
SHEET INDEX

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

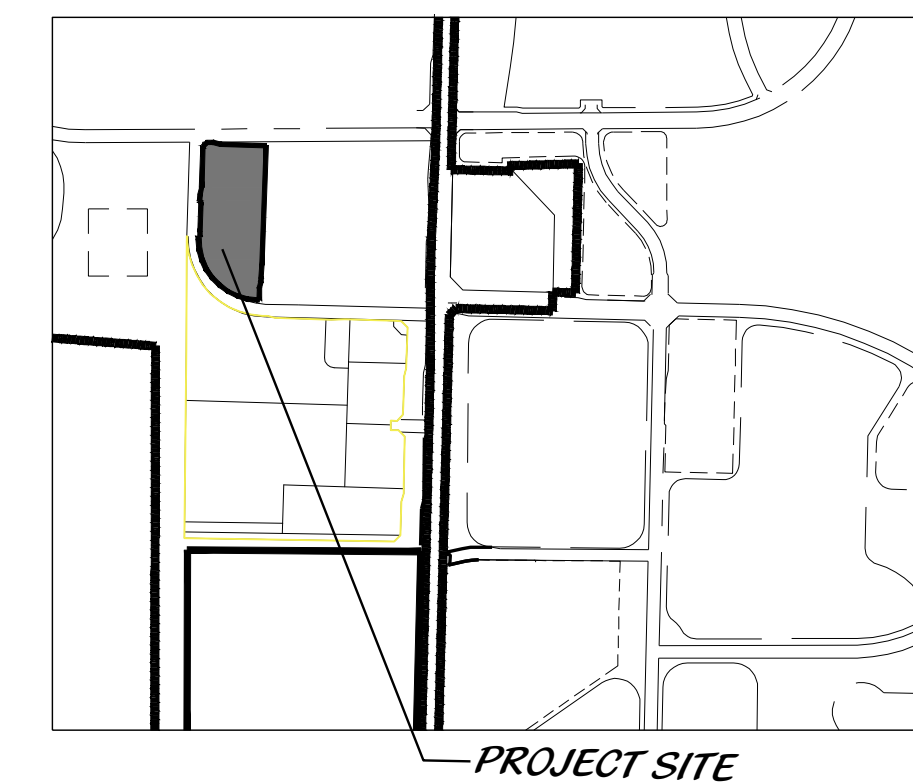
PROJECT TEAM

PROPERTY OWNER JAMILYN SUPPLY, INC. 6051 SOUTHERN BLVD, WEST PALM BEACH, FLORIDA 33413 PHONE: 561-281-2671	SURVEYOR GECPOINT SURVEYING, INC. 4152 WEST BLUE HERON BLVD, SUITE 105 RIVIERA BEACH, FLORIDA 33404 PHONE: 561-444-2720 FAX: 913-245-2266
SITE PLANNER COTLEUR & HEARING 1934 COMMERCE LANE, SUITE 1 JUPITER, FLORIDA 33458 PHONE: 561-747-6336 FAX: 561-747-1377	TRAFFIC ENGINEER PINDER TROUTMAN CONSULTING, INC. 2005 VISTA PARKWAY, SUITE 111 WEST PALM BEACH, FLORIDA PHONE: 561-296-9698 FAX: 561-884-6336
CIVIL ENGINEER SIMMONS & WHITE 2681 METROCENTRE BLVD, SUITE 3 WEST PALM BEACH, FLORIDA 33407 PHONE: 561-478-7848	ENVIRONMENTAL CONSULTANT EW CONSULTANTS, INC. STUART, FLORIDA 34996 PHONE: 772-287-8771 MOBILE: 772-485-1700
SEMINOLE IMPROVEMENT DISTRICT ENGINEER CAULFIELD & WHEELER 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 PHONE: 561-392-1991	DEVELOPER PBLH, LLC 4400 WEST SAMPLE RD. SUITE 200 COCONUT CREEK, FLORIDA 33073 PHONE: 954-973-4480 FAX: 954-978-5330

LOCATION MAP



KEY MAP



GENERAL NOTES

- REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.
- 10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.
- TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.
- RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.
- ALL A/C UNITS SHALL BE LOCATED TO THE REAR OR SIDE OF ALL BUILDINGS AND FULLY SCREENED ON THREE SIDES WITH LANDSCAPING.
- THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTD DESIGN PRINCIPLES.
- MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004)
- PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.
- ALL MECHANICAL EQUIPMENT SHALL BE ROOF MOUNTED & SCREENED FROM LINE OF SIGHT BY BUILDING PARAPET.
- ALL GROUND MOUNTED ELECTRICAL & TELECOMMUNICATION BOXES SHALL BE FULL SCREENED WITH LANDSCAPING TO THE TALLEST POINT OF SAID EQUIPMENT.

LEGAL DESCRIPTION

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

TRACT A = 9.226 ACRES (EXCLUDES SID WMT)

Cover Page

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

James Business Park
 POD G WEST
 PALM BEACH COUNTY, FL

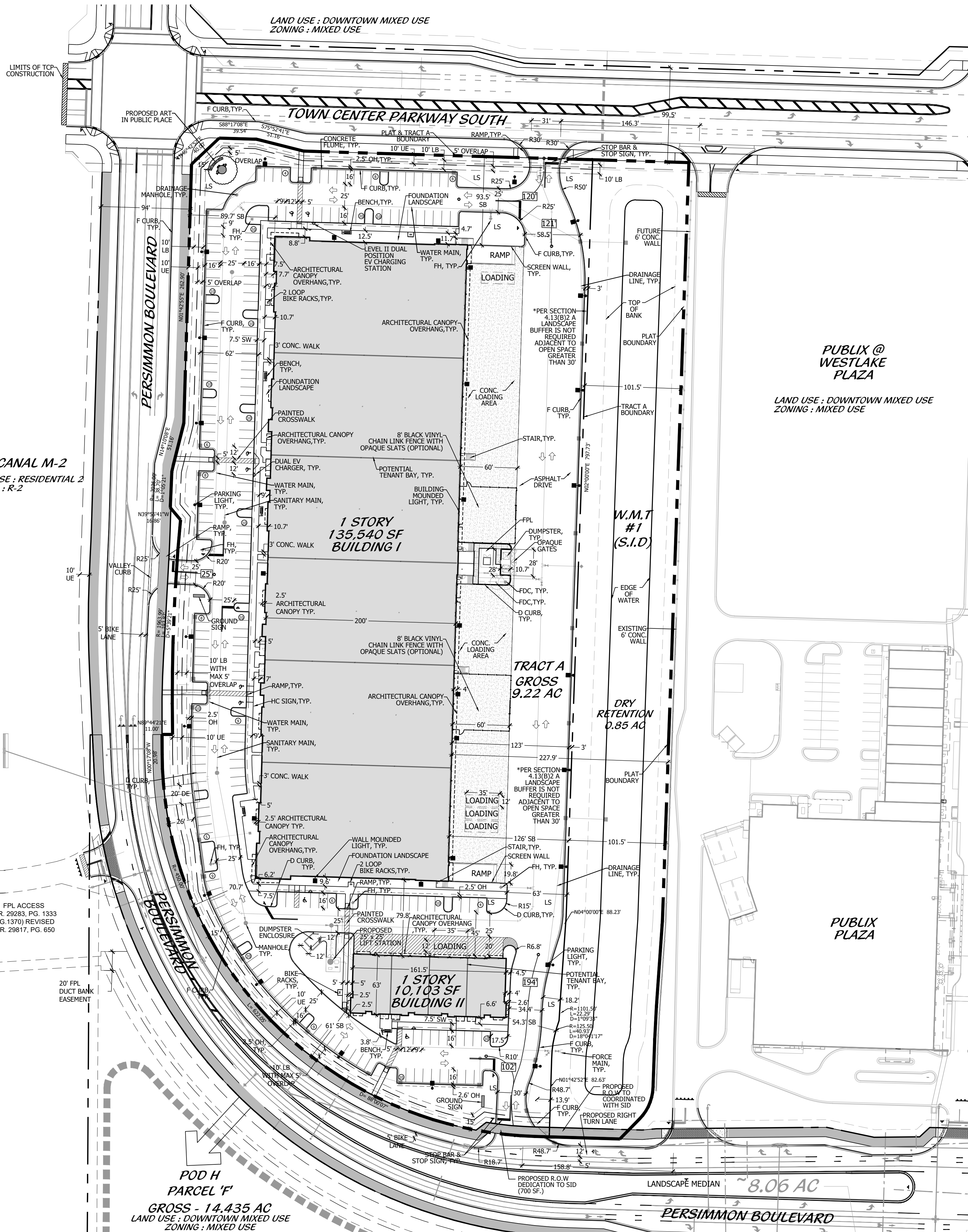
Digitally signed by Donaldson E. Hearing: A0109800098000001
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 5D8A13286A00010300'

DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
REVISIONS	05-18-22
	06-07-22
	11-08-22
	(12-28-22)

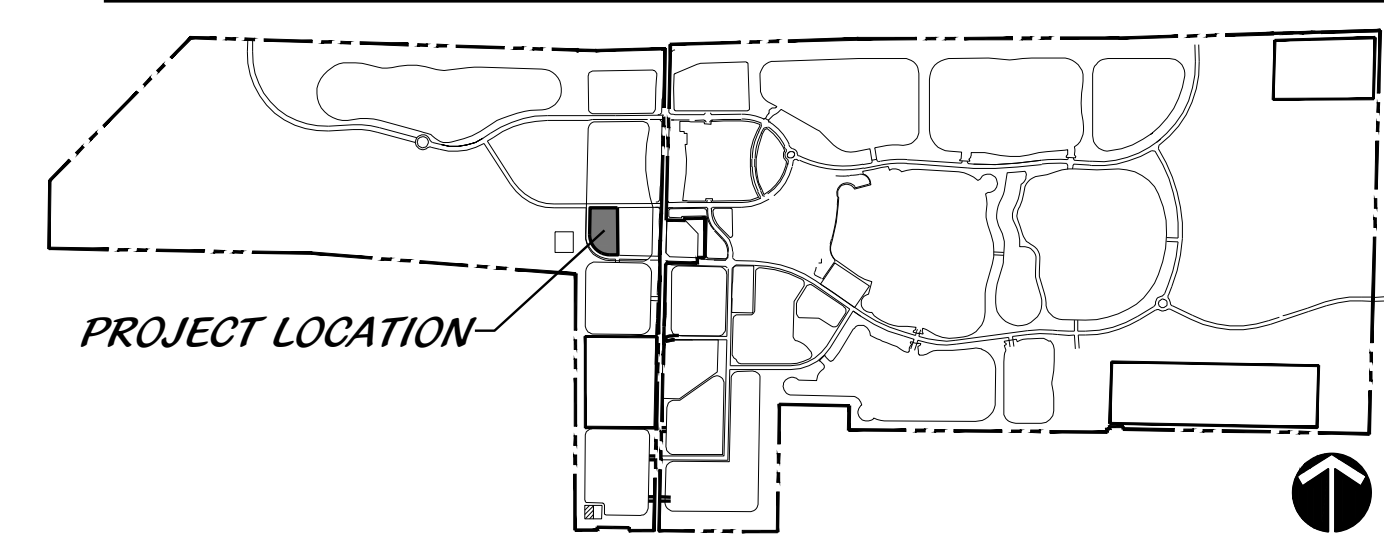
Scale: 1" = 60'

0' 30' 60' 120'

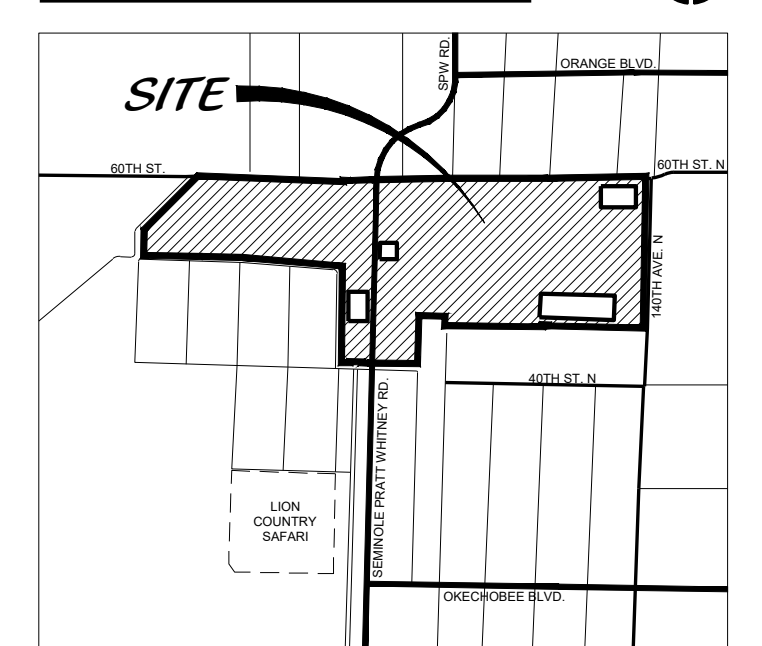
December 28, 2022 10:47:23 a.m.
 Drawing: 13-0518.98.01 SP.DWG



KEY MAP



LOCATION MAP



SITE DATA

NAME OF APPLICATION: WESTLAKE POD G- WEST E-COMMERCE
 APPLICATION NUMBER: SPR 2022-01
 PROJECT NUMBER: CH 13-0518.98.01

FUTURE LAND USE DESIGNATION: DOWNTOWN MIXED USE
 EXISTING ZONING DISTRICT: MIXED USE
 SECTION/TOWNSHIP/RANGE: 01 43 40
 PROPERTY CONTROL NUMBER: 77-40-43-01-00-000-1010

EXISTING USE: VACANT/ AGRICULTURE/ UTILITY
 APPROVED USE: MIXED USE
 PROPOSED USE: LIGHT INDUSTRIAL: WAREHOUSING W/ ANCILLARY OFFICE (NOTE 3)

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

BUILDING DATA	SQ.FT.	AC.	%
TOTAL GROSS FLOOR AREA	145,643	3.34	100.00%
NORTH BUILDING	135,540	3.11	93.06%
SOUTH BUILDING	10,103	0.23	6.94%

BUILDING LOT COVERAGE (NOTE 1): 147,743.86 3.39 29%
 BUILDING HEIGHT PROPOSED: 1 STORY 48 FEET
 MAXIMUM BUILDING HEIGHT PER CODE (NOTE 5): 70 FEET

MAXIMUM FAR PER CODE: 3.00
 PROPOSED FAR: 0.29

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

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

TOTAL TRACT A	SQ.FT.	AC.	%
SUB TOTAL TRACT B (SID ROW)	1,611.72	0.32%	
WMT 1	104,674.68	20.60%	
TOTAL POD G SOUTH WEST PLAT AREA	508,165.40	100.00%	

TOTAL PERVIOUS REQUIRED	SQ.FT.	AC.	%
TOTAL PERVIOUS PROVIDED	167,582.87	3.85	32.98% (NOTE: 8)
PERVIOUS PROVIDED PARCELA (SITE)	62,908.19	1.44	12.38%
PERVIOUS PROVIDED WMT 1	104,674.68	2.40	20.60%

PARKING	REQUIRED	PROVIDED
WHOLESALE AND WAREHOUSING	188	224
OFFICE (MAX 30%) (1/300 SF)	43,693	146
WAREHOUSE (MIN 70%) (1/2400 SF)	101,950	42
ADA SPACES (INCLUDED IN TOTAL)		7
TOTAL LOADING (12' X 35')		4
		40

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

- NOTE - BUILDING LOT COVERAGE INCLUDES ALL OVERHANGS > 30 INCHES
- NOTE - INCLUDES BUILDING FOOTPRINT ONLY; OVERHANGS GREATER THAN 30' ARE INCLUDED IN LOT COVERAGE
- NOTE - ANCILLARY OFFICE LIMITED 30% OF GROSS FLOOR AREA
- NOTE - 4 (2) BIKE LOOP RACKS - 16 BIKE STALLS
- NOTE - THE SITE IS WITHIN 100' OF R-2 ZONING DISTRICT
- NOTE - EVCPKS SHALL BE SIGNED AND DELINEATED IN ACCORDANCE WITH LDR ARTICLE 8.9 (1)(E) SPACES ARE NOT PROPOSED
- NOTE - USE ARE PERMITTED TO PARK IN ALL STANDARD PARKING SPACES PER LDR ARTICLE 8.9 (1)(F)(7). GIVEN THE INDUSTRIAL NATURE OF THE SITE, DESIGNATED OR REDUCED SIZE SEV SPACES ARE NOT PROPOSED
- NOTE - WMT 1 AND THE DEVELOPMENT SITE (TRACT A OF THE POD G S-W PLAT) ARE A PART OF THE COMMON DEVELOPMENT PLAN AS WMT 1 PROVIDES OPENSPACE AND WATER MANAGEMENT BENEFITS TO TRACT A. THE COMBINED GREEN SPACE EXCEEDS THE MINIMUM 25%.
- NOTE - OUTDOOR STORAGE SHALL BE LIMITED TO 20% OF THE GROSS PROJECT BUILDING AREA (13,554 SF)
- NOTE - OUTDOOR STORAGE AREAS SHALL BE FULLY SCREENED WITH 8" HEAVY GAUGE BLACK VINYL FENCE WITH OPAQUE PVC SLATS. STORED MATERIALS SHALL NOT EXCEED THE HEIGHT IF THE FENCE.

PDR CHART

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

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

SETBACK CHART

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

BUILDING II	FEET
FRONT (PERSIMMON BLVD)	61'
SIDE (PERSIMMON BLVD.)	61'
SIDE (WMT)	54.3'
REAR (BUILDING I)	79.8'

LEGEND

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

LEGAL DESCRIPTION

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

PROJECT TEAM

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

SURVEYOR
 GEOPPOINT SURVEYING, INC
 4162 WEST BLUE HERON BLVD, SUITE 105
 RIVIERA BEACH, FLORIDA 33404
 PHONE: 561-444-2720
 FAX: 813-248-2266

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

TRAFFIC ENGINEER
 PINDER TROUTMAN CONSULTING, INC.
 2005 VISTA PARKWAY, SUITE 111
 WEST PALM BEACH, FLORIDA
 PHONE: 561-286-8688
 FAX: 561-654-6336

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

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

SEMINOLE IMPROVEMENT DISTRICT ENGINEER
 CAULFIELD & WHEELER
 7800 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE: 561-382-1991

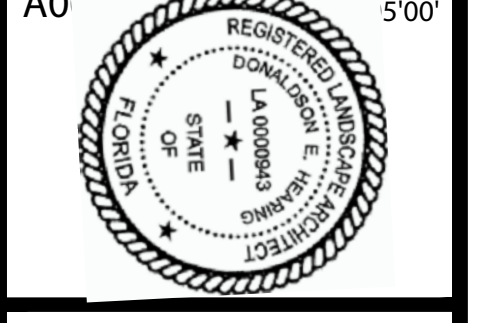
DEVELOPER
 PBLH, LLC
 4400 WEST SAMPLE RD, SUITE 200
 COCONUT CREEK, FLORIDA 33073
 PHONE: 954-973-4490
 FAX: 954-978-8330

SITE PLAN

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

James Business Park
 POD G WEST
 PALM BEACH COUNTY, FL

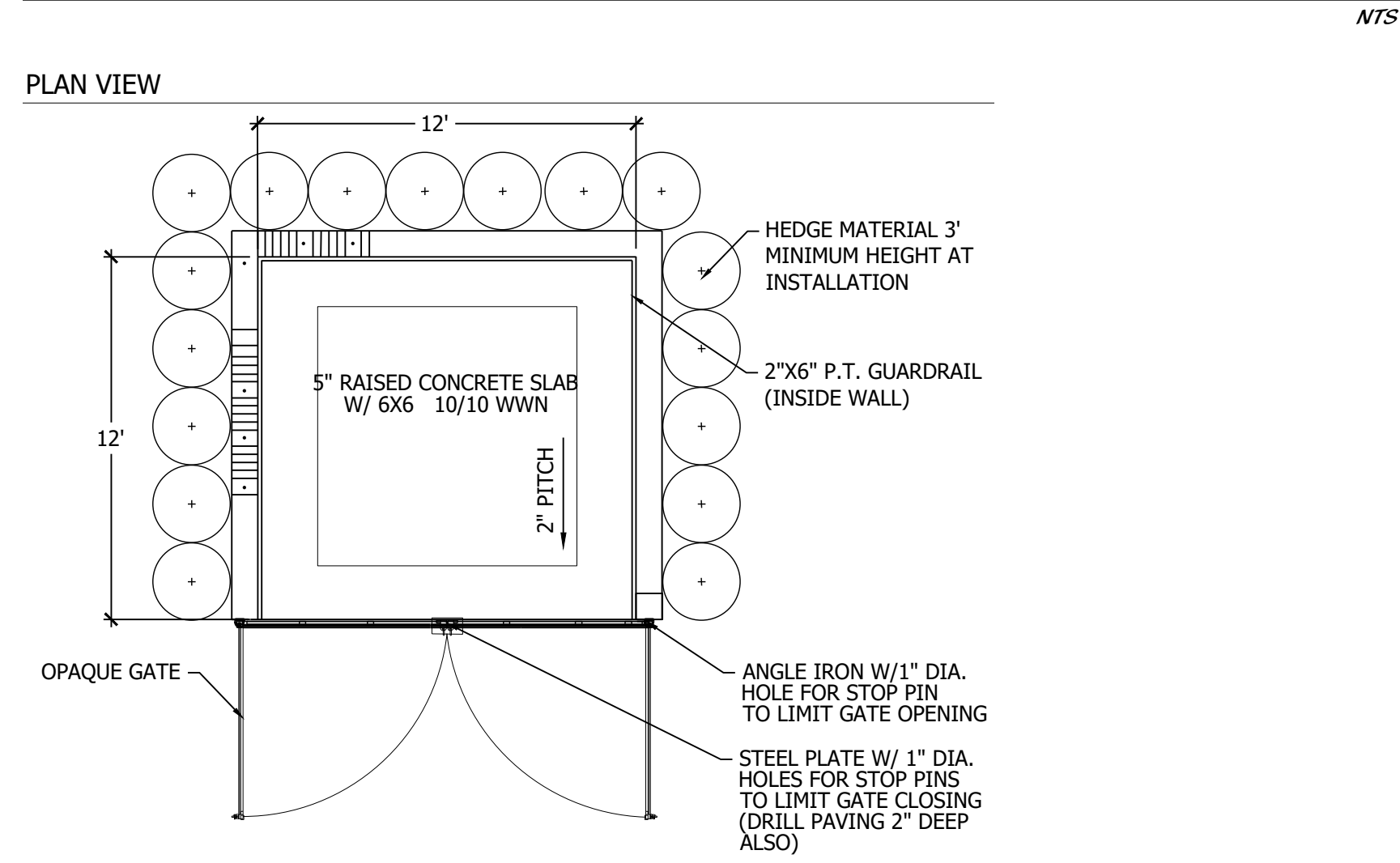
Donaldson E. Digitally signed by Donaldson E. Hearing; A010980980000010000015D8A1325D0A1320C80A0016979



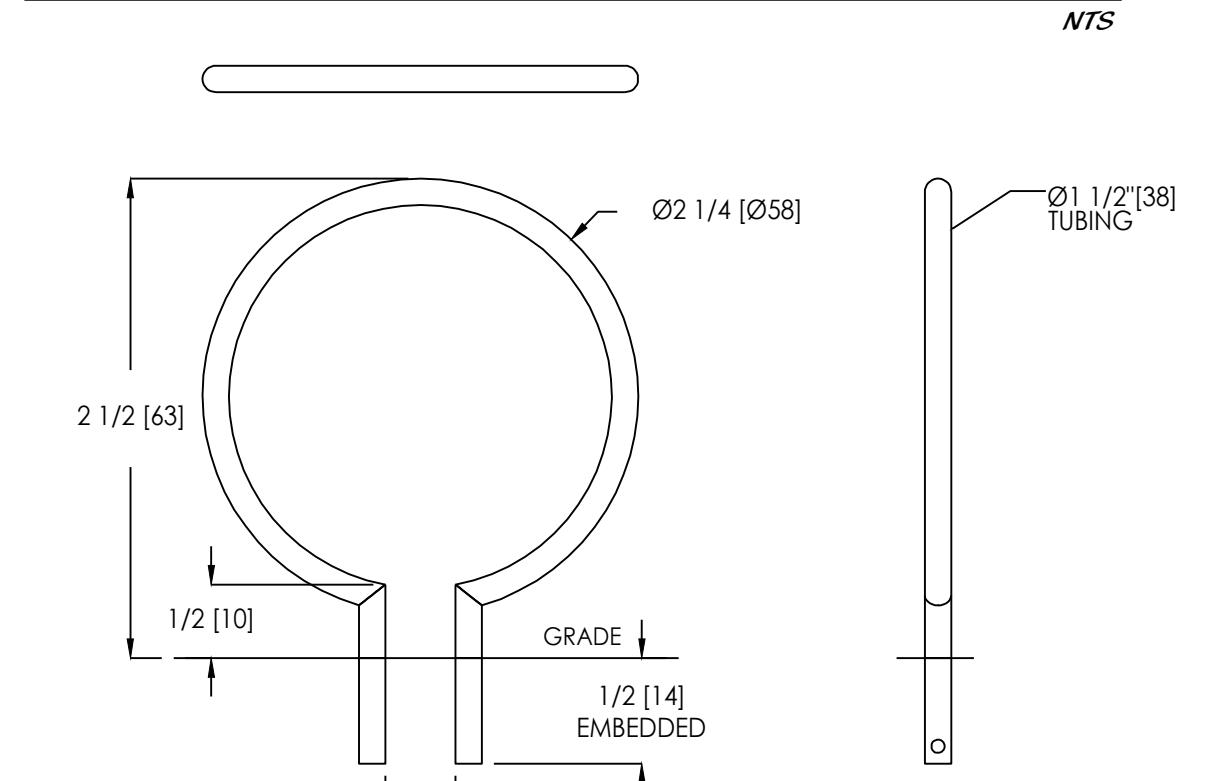
DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
REVISIONS	05-18-22
	06-07-22
	11-08-22
	(12-28-22)

Scale: 1" = 60'

DUMPSTER DETAIL



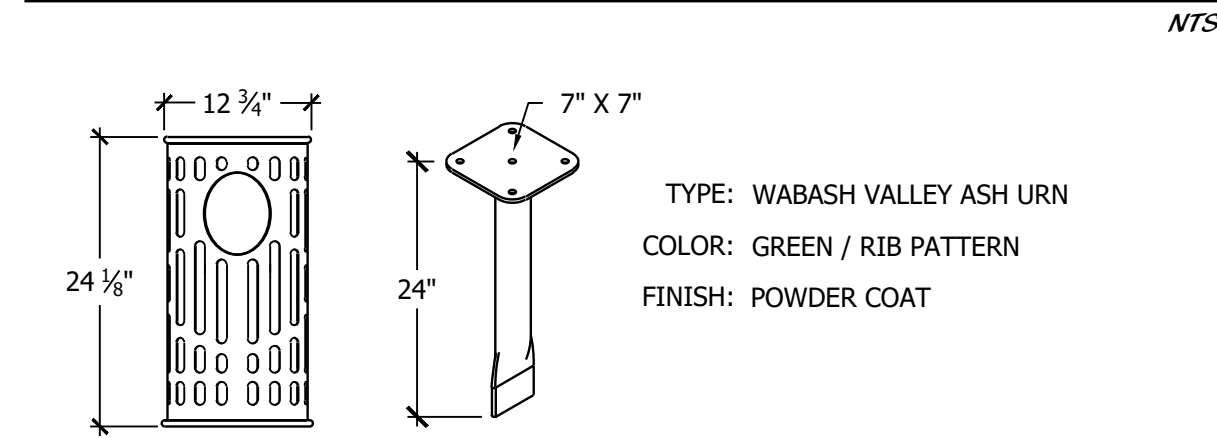
BIKE RACK DETAIL



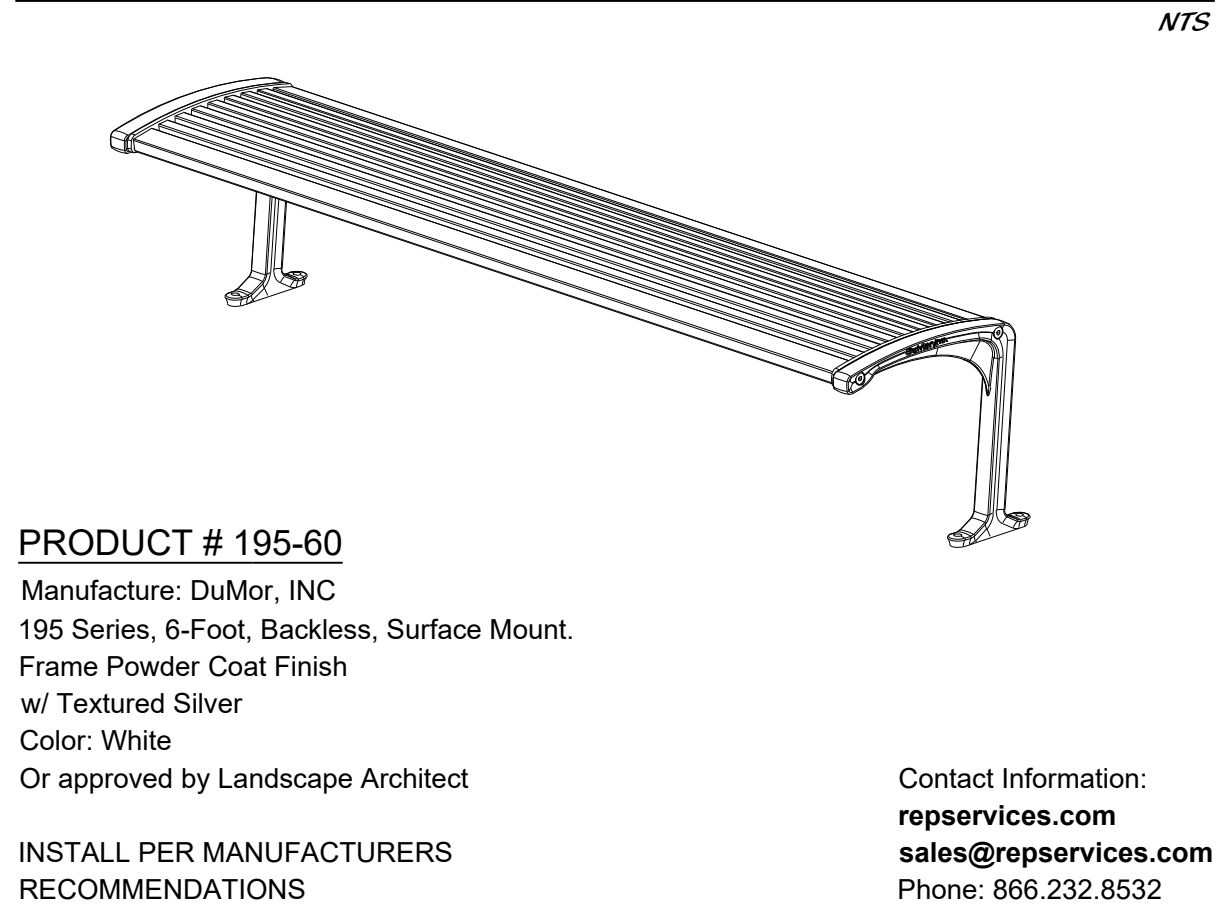
RING BIKE RACK, EMBEDDED (OR EQUAL)
HOLDS 2 BIKES PER RING

landscapeforms®
www.landscapeforms.com Ph: 800.521.2546

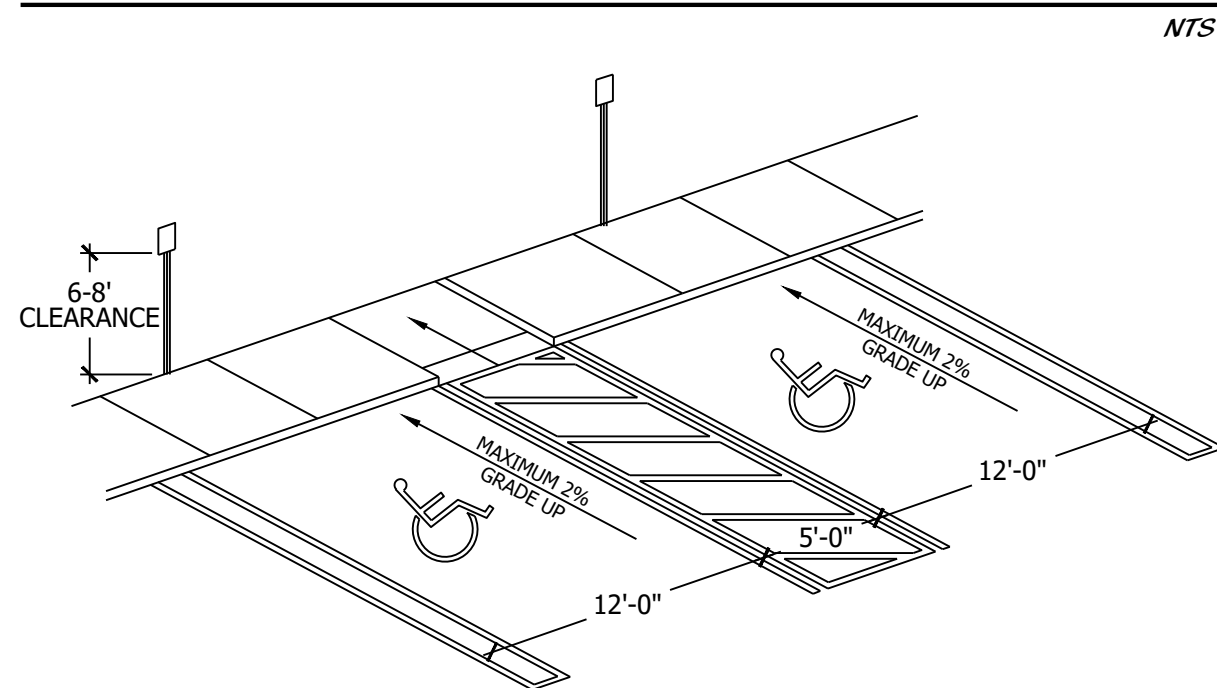
TRASH CAN DETAIL



BENCH DETAIL

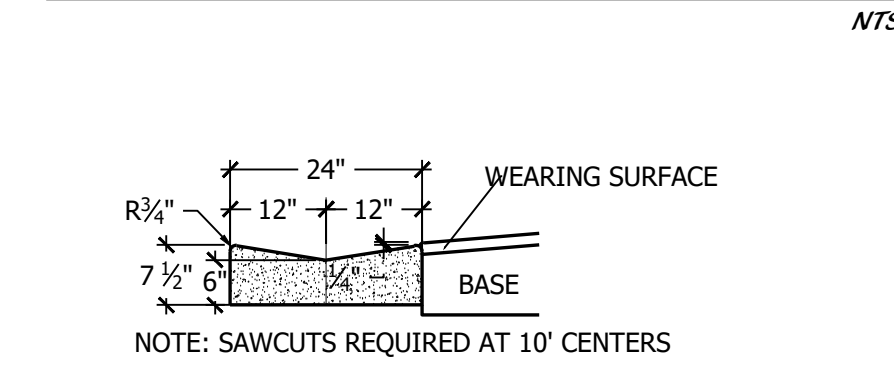


ADA RAMP DETAIL

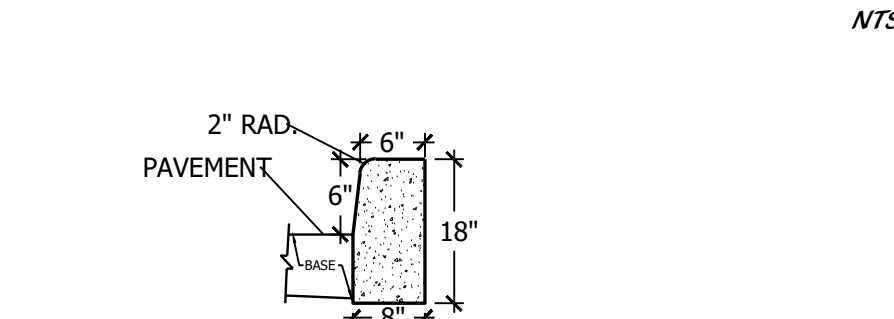


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES
NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

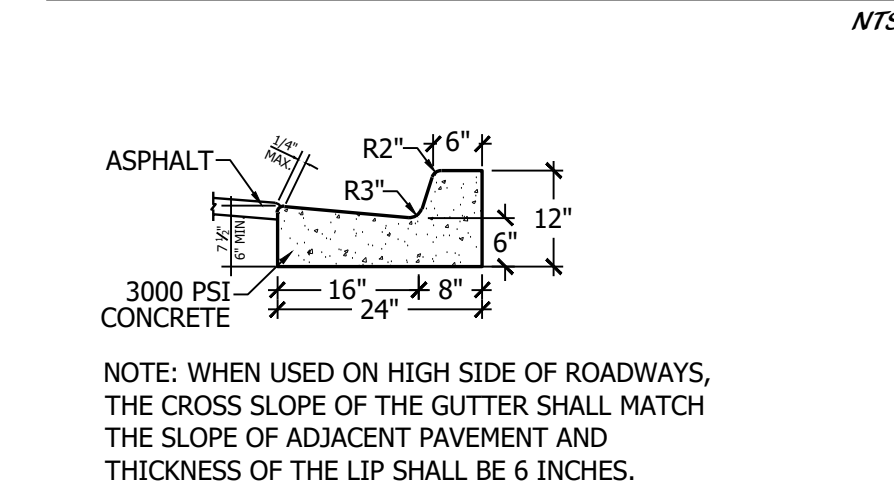
VALLEY CURB DETAIL



D CURB DETAIL



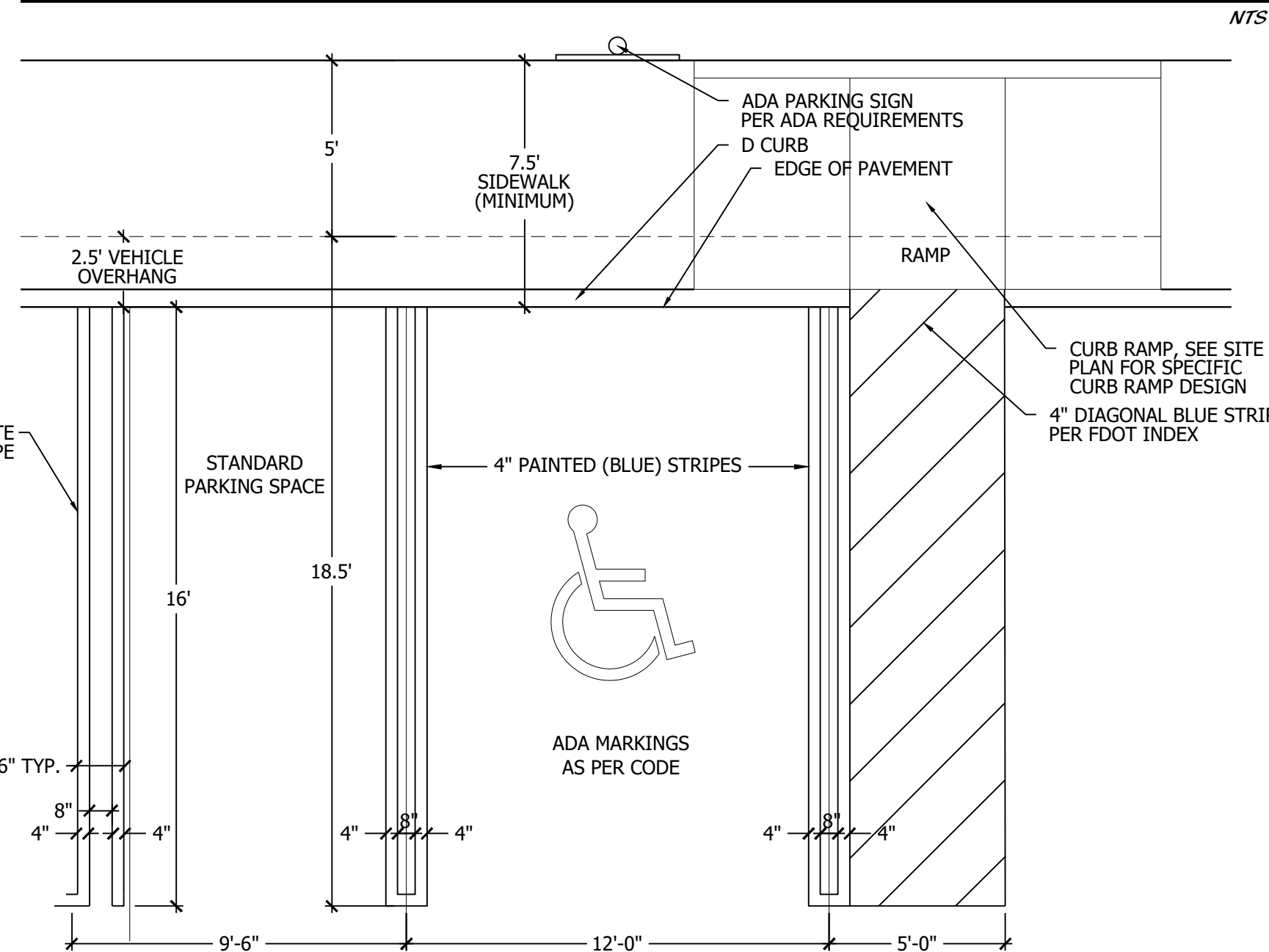
F CURB DETAIL



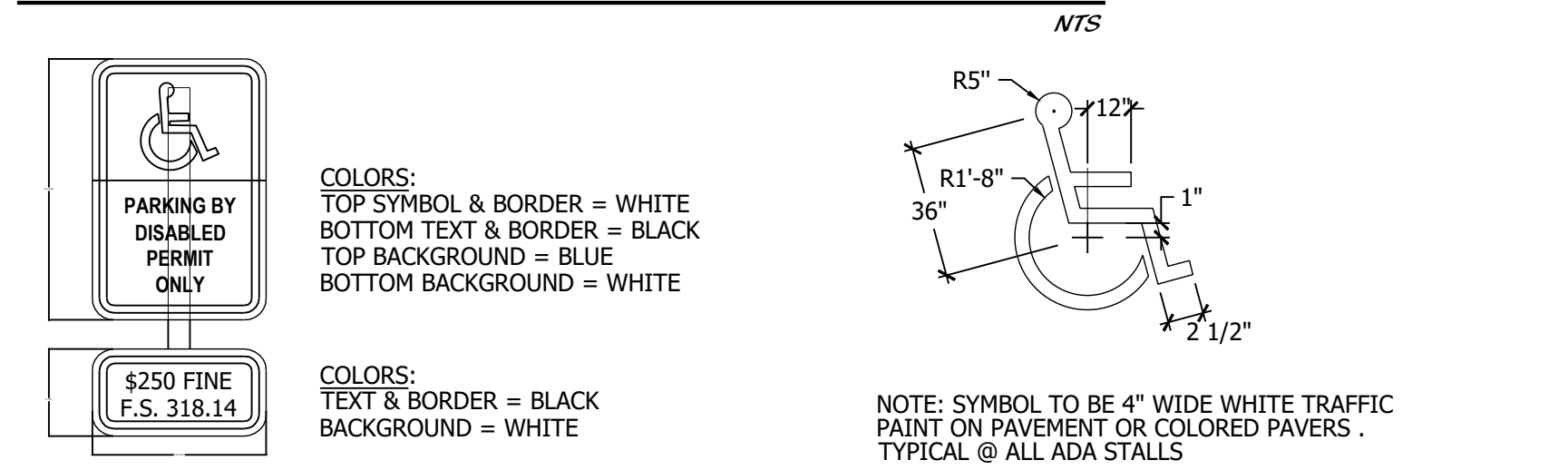
EV CHARGING STATION



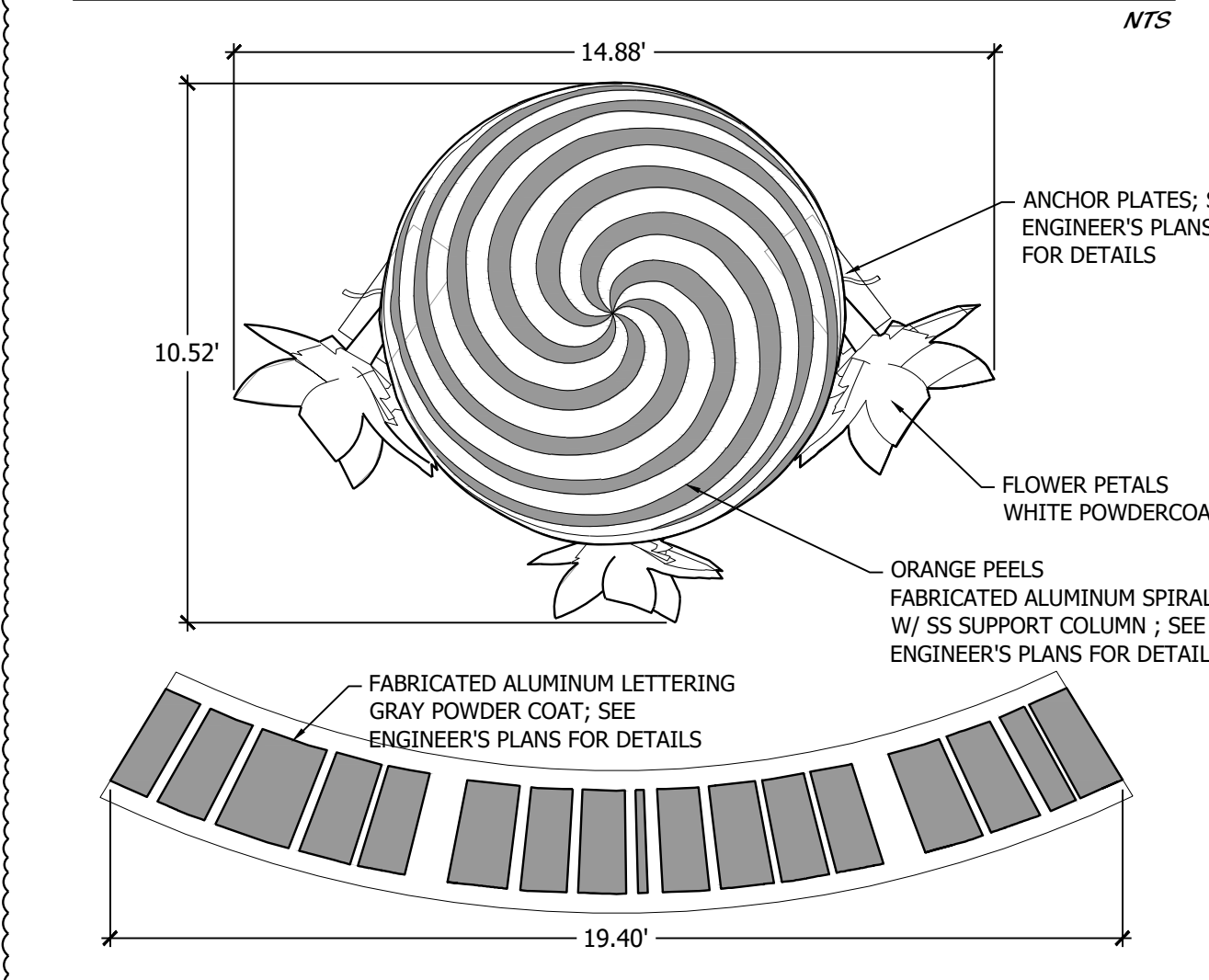
STANDARD AND ADA PARKING DETAIL



ADA SIGN & SYMBOL DETAIL



AIPP DETAIL



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

James Business Park

POD G WEST
PALM BEACH COUNTY, FL

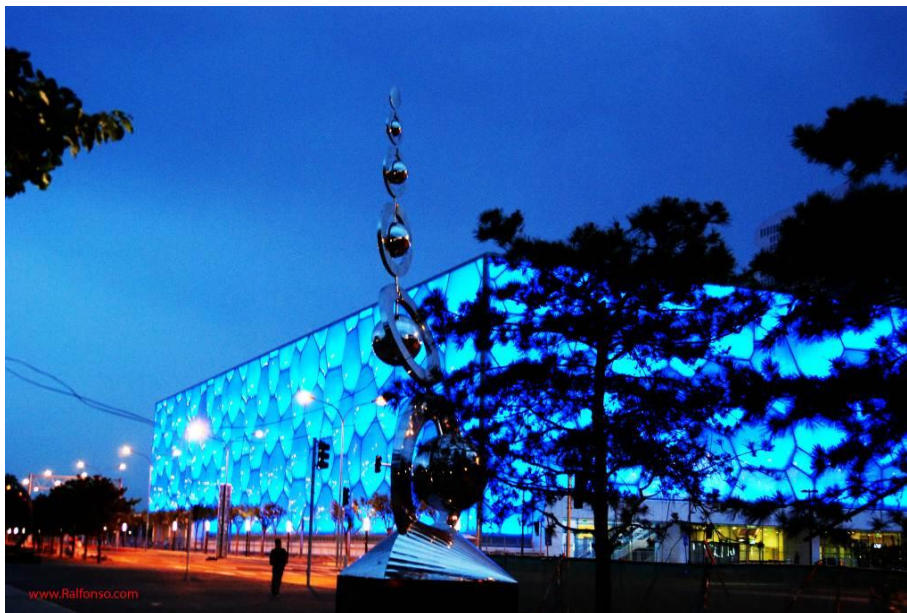
Donaldson E. Hearing: A01
Digitally signed by Donaldson E. Hearing: A0109800
098000001 000015D8A13286

DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
REVISIONS	05-18-22
	06-07-22
	11-08-22
	(12-28-22)

Scale: 1" = 60'

0' 30' 60' 120'

Site Details



Short Biography Ralfonso Kinetic, Light & Interactive Sculptures for Public Places

Ralfonso: Designer of environmentally interactive, kinetic and light sculptures (sculptures that interact with the environment such as wind, water, etc.) since 1980. Since 1999 he specializes in the design and execution of large to monumental kinetic and light sculptures for public places from his studios in West Palm Beach, Florida, USA and Geneva, Switzerland.

His passion in life is Kinetic Art for Public Places. With this passion, as president from its inception, he co-founded the Kinetic Art Organization (KAO) www.kinetic-art.org in 2001 with a German and a US fellow Kinetic Artist. Now, with more than 1,000 members in over 60 Countries around the world, KAO has become the largest kinetic art organization in the world.

All Ralfonso kinetic sculptures move, as they interact with water, wind, electricity, as well as with the natural environment and most importantly, the viewer.

Sculpture designs range in size from 60cm (2ft.) to 300m (1,000ft.) Sculptures have been exhibited or commissioned or permanently installed in **Switzerland, Netherlands, Russia, China, Germany, Hong Kong, United Arab Emirates, France, Taiwan and the USA.**

Selected Exhibitions: "Art in Motion", Netherlands; "Ralfonso Kinetic Art", St. Petersburg, Russia; "MomentuM", Grounds for Sculpture in New Jersey, USA; "The Art and Science Biennale" both in Beijing and Shanghai, "Finalist of the Cultural Olympics", the Olympic Museum in Lausanne, Switzerland; "Sculpture in Motion", Atlanta, USA; Changchun International Sculpture Conference, China; Inaugural Exhibition at Cuadro Gallery in Dubai, UAE, Inaugural Exhibition at "Homo Ludens" exhibition, the Netherlands; "Sculpture on the Green" Cashier, NC, USA; Inaugural Exhibition at the Simons Center for Geometry and Physics at Stony Brook University, New York; "Mouvements et Lumières" at the Frank Popper Center, Marcigny, France; Florida State University, USA; Museum of Contemporary Art MoCA, Beijing, China, Montreux, Switzerland; Changchun World Sculpture Park, China; Wuhan City, China; Overland City, USA; Kansas, Beihai Guanxi, China; Kinetic Art Exhibition Boynton Beach, Florida; Qingdao Sculpture Art Museum, etc.

RALFONSO - SELECTED ACHIEVEMENTS:

- August 2004 **St. Petersburg, Russia** - Solo show at Grand Hotel Kempinski & permanent installation of the 16ft (5m) Moving on UP.
- September 2004 **Beijing, China** - KAO kinetic art exhibition at the Library of the Academy of Science – THE FIRST IN CHINA!
- March 2005 **Eugene, Oregon, USA** - Commission for the 40ft by 20ft, 160 disc, suspended mobile “ExoCentric Spirits #1”.
- May 2005 **W. Palm Beach, Florida, USA** - 1st Prize Winner of USD 425,000 BAP International Sculpture Competition for Opera.
- April 2006 **Beijing, China** - Recipient of the Outstanding Award and Money Prize in the International Sculpture Competition.
- May 2006 **New Jersey, USA** - 3 Ralfonso Sculptures at Kinetic Art Group Exhibition “Momentum” at Grounds for Sculpture.
- September 2006 **CAFA & Tsinghua University, Beijing** - Keynote speaker at the “Public Art for the 2008 Olympics” conference.
- November 2006 **Beijing, China** - Exhibition of AD INFINITUM at the 2nd Art & Science Biennale the Tsinghua University.
- November 2006 French fine **cognac company Martell** (Pernod Ricard) licenses Ralfonso G-Ring Design for 5,000 small sculptures.
- December 2006 **MTR Corp., Hong Kong** – Commissions 50ft by 33ft (15m by 10m) ExoCentric Spirit #2 for Elements Mall in HK.
- March 2007 **City of Zhengzhou, China** commissions and licenses a 23ft (7m) Ralfonso AD INFINITUM sculpture design.
- May 2007 **Shanghai, China** - Group Exhibition and Prize Winner at the Art & Science Biennale.
- July 2007 **National Guiding Committee for Public Sculpture**, China awards Ralfonso 2nd Honor Award.
- October 2007 **Beijing Olympic Arts Committee** commissions 10m/33ft (with base) kinetic sculpture for the 2008 Olympic Games.
- May 2008 **City of Atlanta, USA** - “Dance with the Wind” at 6 months “Sculpture in Motion” Exhibition Botanical Garden.
- June 2008 **Chinese Olympic Art Committee** – awards Olympic Bronze Prize in the 2008 Olympic Landscape Sculpture Competition for OLYMPIAD - 1 year exhibitions through 12 Cities in China, USA, the Olympic Museum in Lausanne, Italy, etc.
- August 2008 **China Sculpture Institute** elects Ralfonso and Dennis Oppenheim as Advisor to CSI.
- November 2008 **Dubai, United Arab Emirates** - 3 Ralfonso 3m/10ft kinetic sculptures at inaugural 1 year Cuadro Gallery exhibition.
- January 2009 **Pittsburgh, USA** - ExoCentric Spirits #3 Commission for central lobby of new Children’s Hospital.
- October 2009 **Leeuwarden, Netherlands** - Ex-Strata #1 (5m/16.5ft) and Tubus #1 (15m/50ft) 1 year “Homo Ludens” exhibition.
- May 2010 **Geneva, Switzerland** - “Sabrina” Sculpture auction by Christie’s Asia Chairman Francois Curiel.
- May 2010 **Cashier, NC, USA** - 6 months Exhibition of “Dance with the Wind” (3m/10ft) at “Sculpture on the Green”.
- November 2010 **Tsinghua University, Beijing** - 100 Year Celebration Commission & perm. exhibition of EX STRATA#2 (6m/20ft).
- December 2010 **Shenzhen, China** - MTLE International Commission & exhibition of BIRD OF PARADISE (6m/20ft).
- March 2011 **Simons Center for Geometry & Physics at Stony Brook University, NY** - Ralfonso solo inaugural exhibition.
- September 2011 **Changchun Int’l Sculpture Park, China** - Commission of UNION #1 (6m/20ft) for their permanent collection.
- April 2012 **“Wuhu Liu Kaiqu” Int’l Sculpture Park, China** - Commission of MAGIC TREE (6m/20ft) for their collection.
- July 2012 **Changchun Int’l Sculpture Park, China** - Commission of CUBE TOWER (8m/26ft) for their permanent collection.
- Nov. 2012 **Geneva, Switzerland** - “Dance with the Wind” Sculpture auction by Christie’s Asia Chairman Francois Curiel.
- Feb. 2013 **City of Orlando, Florida** - Commission of UNION #2 Sculpture Group (7.6m/25ft) for their permanent collection.
- Feb. 2013 **Boynton Beach, Florida, USA** - 4 months at the Int’l Kinetic Art Exhibition & Keynote Speaker.
- June 2013 **Frank Popper Center, France** - 6 months at the Int’l Kinetic Art Exhibition “Mouvements et Lumières”.
- August 2013 **“Kaohsiung World Trade Center”, Taiwan** - 2nd place with Honorarium for the \$200,000 new commission.
- August 2013 **Madison, WI, USA** – Winner - TOP 100 CoD+A (Collaboration of Design + Art) International Public Sculpture Award.
- November 2013 **Tsinghua University, Beijing China** - 1 month invited as Teacher of the first ever Kinetic Art Course in China.
- September 2014 **NHL University, Netherlands** - Commission of EX STRATA#3 (8.5m/28ft w. base) for their permanent collection.
- September 2014 **Museum of Contemporary Art (MoCA), Beijing, China** - KARO at the “Critical Connection” Exhibition.
- November 2014 **City of Qingdao Sculpture Park, China** - Commission of UNION #3 (10m/33ft) for their permanent collection.
- January 2015 **CNN INTERNATIONAL** airs “ART OF MOVEMENT” documentary about Ralfonso’s sculptures around the world.
- Feb. 2015 **Boynton Beach, Florida, USA** - “TWIST” 4 months at the Int’l Kinetic Art Exhibition & Keynote Speaker.
- August 2015 **Changbai Mountain Sculpture Park, China** - Commission EX STRATA#4 (4m/15ft) for their permanent collection.
- December 2015 **Beijing Museum of Contemporary Art, China** - Acquisition for the permanent collection of “Dance with the Wind”.
- February 2016 **FORBES Magazine** article re. Ralfonso’s new small kinetic works for private homes, galleries & museums.
- February 2016 **Florida State Univ., Brevard, USA** - Ralfonso Exhibition & Keynote speaker at THE ART OF SUSTAINABILITY.
- March 2016 **SOTHEBY’S INTERNATIONAL, New York** - successfully auctions the first Ralfonso kinetic work above estimate.
- April 2016 **Singer Island Beach, USA** - Commission of FLAMENCO #1 (2.5m/8ft) for a private ocean front residence.
- September 2016 **London, Britain** - Top British Architecture Award - BEST ENVIRONMENTALLY INTERACTIVE SCULPTURES.
- November 2016 **Montreux, Switzerland** - Ralfonso Group Exhibition at the **Montreux** Music & Convention Center - Miles Davis Hall.
- January 2017 **Putian International Sculpture “Master Sculpture” Award & Commission of the 4m/14ft SPHERICAL CHI (S-CHI).**
- February 2017 **Ningbo** - Hangzhou Bay Int’l Sculpture Grand Prix Silver Award & Commission of the 12m/42ft FAMILY UNION.
- April 2017 **Changchun City 2017 Int’l Sculpture Competition Award & Commission of the 7m/23ft LOVING HEART.**
- October 2017 **Wuhan City** - East Lake International Ecological Sculpture Biennial (27 Degree) exhibition and permanent acquisition.
- April 2018 **Shenzhen Pingshan City, China** - Ralfonso kinetic sculptures exhibited at the International Sculpture Exhibition.
- April 2018 **Overland City, Kansas** - Kinetic sculpture “Dance with the Wind” exhibited at inaugural 1st. one year exhibition.
- May 2018 **Hangzhou City, China** - Special Invited Artist, commissioned for design of iconic landmark sculpture (300m/1000ft).
- June 2018 **Fuqing City** - Special Invited Artist & commissioned for a 5m kinetic sculpture for the 1st Int’l Sculpture Exhibition.
- April 2019 **Beihai City, Guangxi, China** - Commission of AD INFINITUM (5m/16.5ft) for 1st inaugural Kinetic Art Park.
- April 2020 **West Palm Beach, Florida, USA** – Installation of the LIGHT CLOCK SENSE #1 in Galleria Int’l lobby.
- April 2020 **Boynton Beach, Florida, USA** - Commission of REFLECTION (8.2m/27ft) for the new Town Square Complex.
- July 2021 **Steamboat Springs, Colorado, USA** – Commission of UNION in 1m for a private residence.
- August 2021 **City of Qingdao**, 5 kinetic sculptures including S-CHI exhibited for 50 days at the Qingdao Sculpture Art Museum.

International Press Coverage (partial list):

PRINT: International Library of Photography Books, Art International Catalog, Architectural Record Magazine, American Style Magazine, Aargauer Zeitung (CH), NeoCity Architecture Magazine (Russia), Guild Book, Russian National TV, Public Art Review, International Sculpture Center Photo Gallery, **Cosmopolitan Magazine**, **Aeroflot Inflight Magazine**, **Elle Magazine**, 100% RED, Interior and Design, World and Home, Construction Weekly, Real Estate and Construction, Pravda, St. Petersburg monthly, **American Airline Magazine**, Palm Beach Daily "Shiny" Sheet, Sun Sentinel Miami, Florida Wise Magazine, Star Daily (China), China-JSB, Sculpture Magazine-China, American Art Collector, IN Magazine (Hong Kong), 24 Hours – Sculpture Network – Europe – July & August 2008 Edition, **HINGE Architecture Magazine** – Hong Kong, Perspective Plus Architecture – Hong Kong 2008 & 2009, Palm Beach Post, Palm Beach Illustrated, Palm Beach Society Magazine, Art of the Times, ART NOW Online, **The Gulf Today - Dubai**, Urban Art China, **China Sculpture Magazine**, World Art China, Hong Kong Post Magazine, TAN – **The Art Newspaper** – China #190 and #193, Le Journal, **United Nations Magazine** - September 2013, Technogaia Magazine, Sculptures Pacific Magazine, Florida Today, Wide Walls, Art Versed, **FORBES INTERNATIONAL**, **CNN INTERNATIONAL**, **Trajectoire Magazine**, **AMA Art Media Agency Magazine**, Art Versed Magazine, **BENTLEY Magazine**, Palm Beach Post, Art Hive Magazine, etc.

TV: Russian National TV - [TV-tsentr](#) and [TVC](#), USA - Channel 5, 17, 25, Dubai TV and CNN INTERNATIONAL - <http://www.cnn.com/videos/tv/2015/01/28/spc-art-movement-wind-sculptures.cnn> . **Burt Wolf on PBS**, etc.

Art Related Memberships (partial list):

- Member of the German Press Association, #17221
- Member of the International Press Association
- Member of Americans for the Arts, (AFTA), USA
- Member of French Union of Sculptors - Syndicat National des Sculpteurs et Plasticiens, France
- Member of Art & Science Collaborations, Inc. (ASCI)
- Colleague (ret.) of the National Sculpture Society, (NSS), USA
- Professional Circle Member (ret.) of the Sculpture Network-Europe
- Co-Founder and Ex-Member of the Board (ret.) of the European Kinetic Art Society, Kineticus
- Co-Founder and President of the international Kinetic Art Organization (KAO) www.kinetic-art.org, USA since 2001. With members in over 60 Countries, now the largest kinetic art organization in the world
- Co-Founder and Ex-Co-Chairman (ret.) of the annual EXPOSURE Art Festival W. Palm Beach, Florida, USA
- Co-Founder of SwissArtMiami, (ret.)
- Manager USA for AIESM, (ret.) – Int'l Association of Monumental Sculpture Events (ret.)
- Official Advisor to the China Sculpture Institute, Beijing, China (ret.)
- Member of the “Centre d’art Contemporain Frank Popper”, France
- Board member and Trustee of the ISC (2010-2013) – International Sculpture Center and publisher of Sculpture magazine, New Jersey, USA (ret.)
- Board member of the Beijing Museum of Contemporary Art (MoCA-Beijing) (ret.)
- Academic Advisor and Committee Member at YOUTH +, Beijing China (ret.)
- Member of the Royal Society of Sculptors, London
- Author of KINETIC ART Vol. 1 – AMAZON - <http://a.co/dYR190K> - also available in Chinese.
- Co-Author of KINETIC ART Vol. 2 – AMAZON - <https://www.amazon.com/dp/B08P9VD193>

THE END

Ralfonso

Kinetic Sculptures for Public Places

ralfonso@ralfonso.com

www.ralfonso.com

James Business Park
Art in Public Places
Project Narrative
January 03, 2023

Introduction:

On behalf of the Applicant, Jamlyn Supply, Inc., please accept this as our formal request for approval of the proposed Public Art installation for the James Business Park project. On July 5, 2022, the site plan and master signage plan were approved by the City of Westlake. Pod G has a Mixed-Use zoning designation allowing commercial, retail, and industrial uses.

The James Business Park development consists of 145,643 square feet of light industrial e-commerce warehouse consisting of two (2) one-story buildings of 135,540 sq. ft. and 10,103 sq. ft. and will be located within the southwest portion of Pod G, to the west of the Publix Plaza (currently under construction) adjacent to Persimmon Boulevard West (Phase 2), running north to connect with Town Center Parkway.

Background

The Minto Westlake site is located East and West of Seminole Pratt Whitney Blvd., South of 60th Street North, and North of 50th Street N, East of Mead Hill Drive, and 44th Street North, East of 190th Terrace North and West of 140th Avenue North. Per the newly adopted Comprehensive Plan, the 3,788.60-acre property has FLUA designations of R1, R2, DTMU, Civic, OS&R and SE Overlay.

Minto Westlake is roughly co-extensive with Seminole Improvement District (SID), a legislatively created special district with the authority to provide public infrastructure and services and to operate district facilities. SID provides drainage, water, and wastewater services for the subject property, and owns a canal right-of-way and/or easement for access and drainage from the subject site running approximately four miles south to the C-51 Canal.

Historic and Recent Planning and Zoning Entitlements

Prior to the City's incorporation, Palm Beach County issued several Development Orders to Minto permitting development on Minto's property that is now within the City of Westlake. Specifically, the County approved Resolution 2014-1646 (as later amended by 2014-1892) rezoning the Westlake Property, and Resolutions 2014-1647 and 2014-1648 approving Hotel and College/University as requested uses on the Westlake Property. At that same time, Palm Beach County revised its Comprehensive Plan and Unified Land Development Code ("ULDC") to facilitate development of the Westlake Property pursuant to Ordinances 2014-030 and 2014-031. At the same time, to address the County's traffic concurrency requirements related to the approved density and intensity, Minto entered into a Proportionate Fair Share Agreement with Palm Beach County dated October 29, 2014.

The Applicant, Jamlyn Supply, Inc., is an E-commerce company that sells thousands of various products and ships to its customers. Categories ranging from pet supplies, lawn and garden, pool supplies and household items. Product comes into the warehouse, gets counted, stored and processed, then ships out to their customers. Jamlyn Supply works with manufacturers and Brands to help increase their online presence and sales.

The James Business Park development will showcase a proposed Sculpture designed by renowned artist, Ralfonso. Ralfonso's passion in life is kinetic art for public places, and since 1980 he has been designing environmentally interactive, kinetic and light sculptures all over the world as well as in the United States. The sculpture designed for James Business Park has been appropriately scaled to be consistent with the proposed development and match the quality of construction and aesthetics, taking the place of one of the approved ground monument signs at the northwest corner of the site. Ralfonso's kinetic sculptures move as they interact with water, wind, electricity, as well as with the natural environment and most importantly, the viewer. The Orange Sphere designed represents an Orange peel and the three flowers are Orange Blossoms as an ode to pre-existing Callery Judge orange groves. Each orange blossom has 13 Anthers at its center, totaling 39 Anthers in all, representing Westlake, as the 39th Municipality established in Palm Beach County, Florida.

Proposed Public Art

The "Orange Peel" kinetic sculpture will be the first installation of public art in the City of Westlake. This proposed powder coated aluminum structure will consist of an orange-colored orange peel sphere, three (3) orange blossom flowers (white with green anthers) and grey powder coated sign lettering identifying "James Business Park". The orange peel, being the main focal point of the sculpture, will stand 9 ft. Each flower is 4 ft. high and be placed symmetrically at the front of the base of the sphere. The sign will be 2 ft. tall and span almost 9.5 ft. centrally across the front of the entire sculpture. This will be a "static" piece of art and is non-moving physically, however, the design provides the viewer with the optical illusion of movement as they walk or drive pass the sculpture. The artist's statement is attached.

Artwork Specifications

Orange Sphere & Blossoms

3 - (30" x 14") - 3/8" Aluminum Bases & 1 x (14" Circular Base) - 3/4" Stainless Steel

Letters

3 x (34" x 20") - 1" Aluminum Bases & 8 x (3" x 3" x 1/4") Wall Stiffener

Site to be drilled and anchors installed using a provided template

Lighting

Per Ordinance No. 2021-02, Section 78-262(d), the art will be lit at a minimum from dusk until midnight. The lighting shall be designed and located in order to prevent excessive lighting, energy waste, glare, light trespass, and sky glow, and shall conform to all lighting requirements in Chapter 5 of these LDRs. Lighting proposed will consist of: (as pictured below):

8 - Equidistant In-Ground "UP" LED Spotlights around the Orange Sphere

6 - In-Ground " Directional" LED Spotlights - 2 per Blossom



AIPP Cost Estimate

The cost of the proposed artwork is approximately \$100,000.00, substantially higher than the applicant’s required 0.75% of vertical construction (\$97,500,00.00). The estimated cost of vertical construction of both buildings is approximately \$13,000,000.00. This estimate has been determined based on the latest construction costs index. A detailed cost estimate has been provided with this submittal.

Art Safety

In order to discourage climbing, the landscape design incorporates strategic landscaping around and behind the art. No walkways will be present leading up to the piece itself. The art is set back from the street and sidewalk and elevated on two (2) foot plateau. In addition, security cameras will be installed to surveil the art, providing additional discouragement to any negative activity by the public.

Art Maintenance

The applicant will have a maintenance agreement with the company who is fabricating and installing the Art. This will include regular inspections and cleaning. The maintenance schedule will keep the Art looking like new for decades to come.

Landscaping

The landscape for the corner of Town Center Parkway and Persimmon Blvd. has been revised to complement the proposed art. Small Ligustrum trees are used behind the art to create a green barrier approximately 5’ in height. Flowering shrubs will line up in front of the Ligustrums for a layered affect. Mexican beach pebble is used at the base of the art to reduce long term maintenance. Larger Palms are provided for scale. Careful attention to the size and heights of the landscape has been given so that the art remains dominant.

James Business Park AIPP
CH 13-1518.98.01
January 3, 2023

Conclusion:

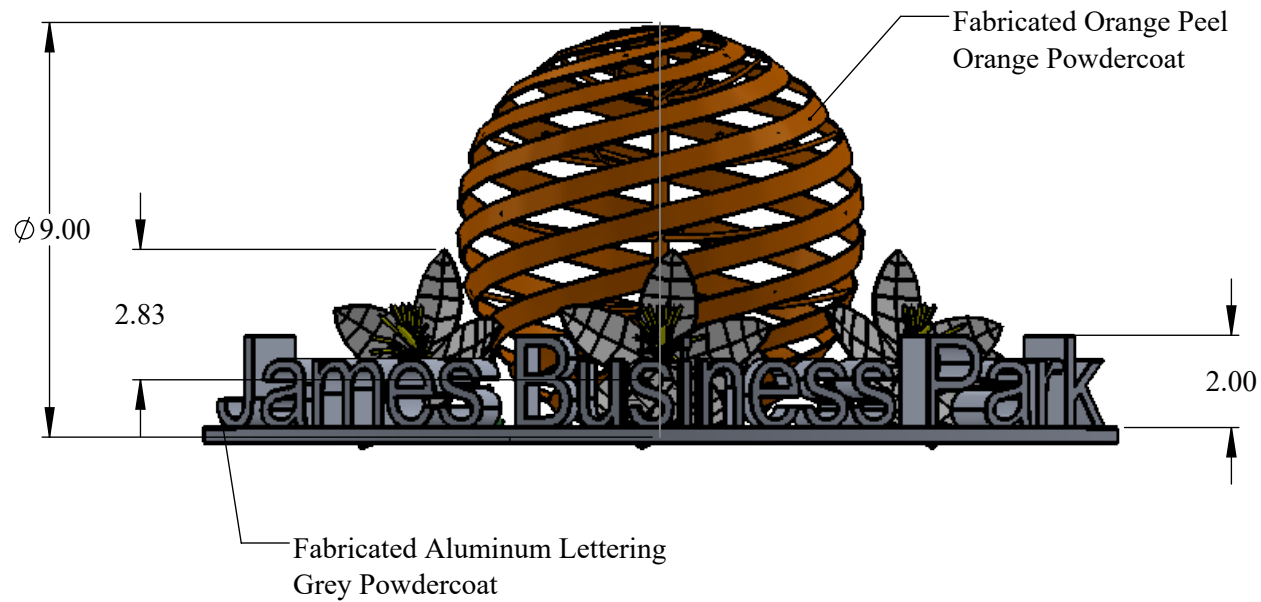
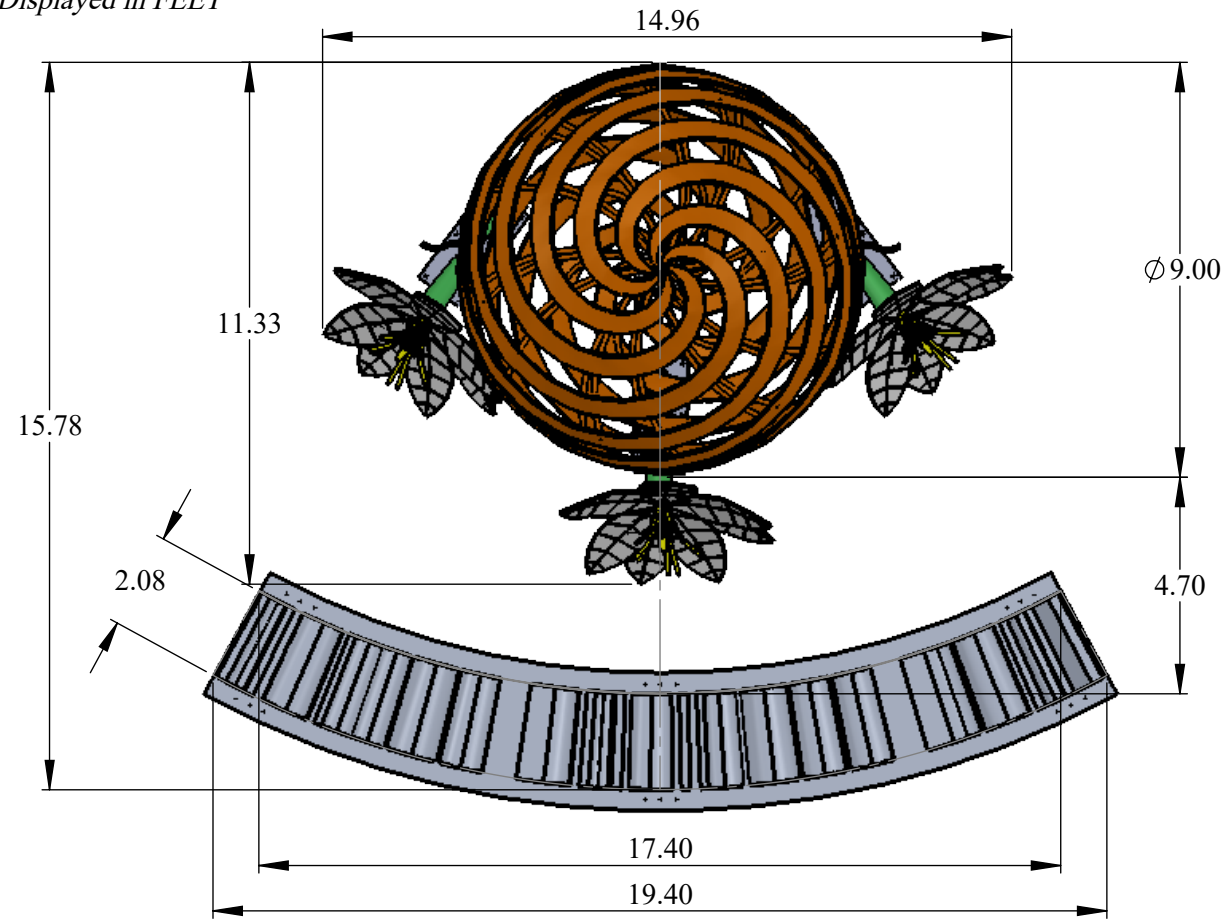
The proposed Art in Public Places is consistent with the City's Comprehensive Plan and zoning regulations. The public art has been designed by Ralfonso with great pleasure as the first public art sculpture to be installed within the City of Westlake. The Applicant looks forward to working with Staff to respond to any questions or issues that might arise as a result of your review.

From: [Donna Cesaro](#)
To: [Donna Cesaro](#)
Subject: James Color Board
Date: Wednesday, January 25, 2023 1:59:45 PM



Sent from my iPhone

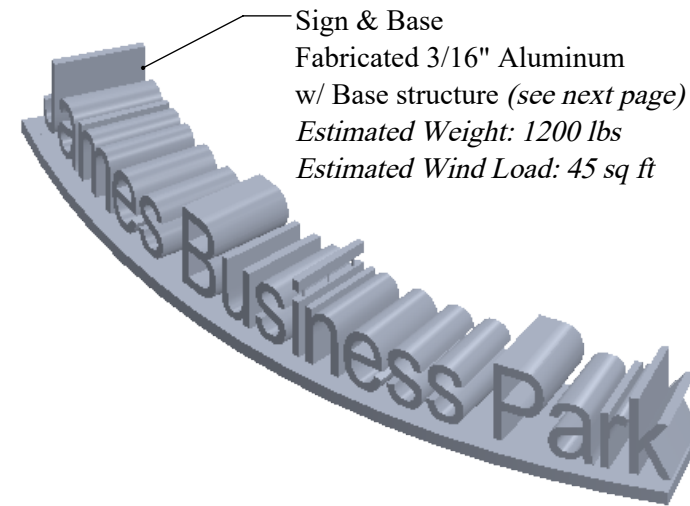
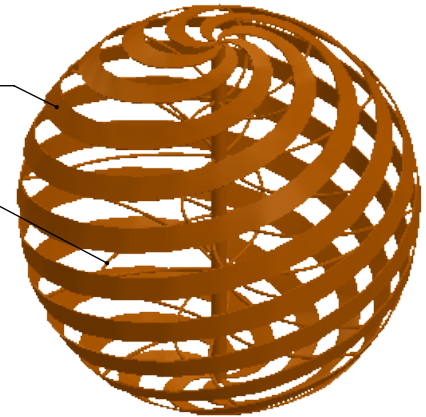
Dimensions Displayed in FEET



REVISIONS				
ZONE	REV.	DESCRIPTION	DATE	APPROVED
	A	Updated with Feedback from Customer	12/7/2022	EES

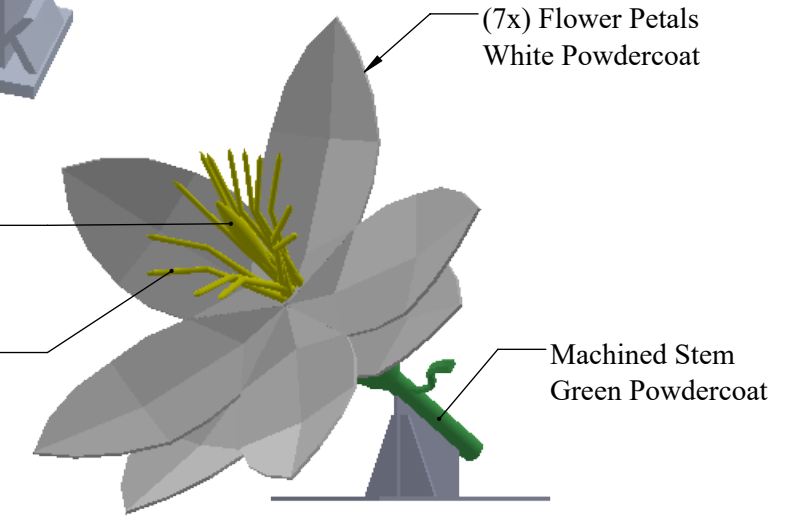
(6x) Orange Peels
 Fabricated 1/2" Aluminum Spirals
 w/ Stainless Steel Column
 Estimated Weight: 1300 lbs
 Estimated Wind Load: 763.5 sq ft

Ø 1" Support Tubes



Sign & Base
 Fabricated 3/16" Aluminum
 w/ Base structure (see next page)
 Estimated Weight: 1200 lbs
 Estimated Wind Load: 45 sq ft

(1x) Pistil
 Yellow Powdercoat
 (13x) Anthers
 Yellow Powdercoat



(7x) Flower Petals
 White Powdercoat

Machined Stem
 Green Powdercoat

3x Orange Blossom Flower: Aluminum Assemblies
 Estimated Weight: 180 lbs Each
 Estimated Wind Loads: 125 sq ft Each

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DIMENSIONS ARE IN INCHES		DRAWN	JV	
TOLERANCES:		CHECKED		TITLE:
FRACTIONAL: ±		ENG APPR.		Orange Peel Sculpture
ANGULAR: MACH ± BEND ±		MFG APPR.		SIZE DWG. NO.
TWO PLACE DECIMAL ±		Q.A.		B 22159-EN-1122
THREE PLACE DECIMAL ±		COMMENTS:		REV
INTERPRET GEOMETRIC TOLERANCING PER:				A
MATERIAL				SCALE: 1:50
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FINISH				SHEET 1 OF 2
APPLICATION				66
DO NOT SCALE DRAWING				

BOTTOM VIEW

(8x) 3 x 3 x 1/4" Wall Stiffener

25.90°

34.00 x 20.00
1" Aluminum
3 Places

(6x) Ø 1.00
each Base

(6x) Ø 0.75
each Base

30.00 x 14.00
3/8" Aluminum
3 Places

(6x) Ø 0.75

Ø 14.00 OD
3/4" Stainless Steel
Ø 12.00 Bolt Circle

Site to be drilled and anchors installed using a provided template

PROPRIETARY AND CONFIDENTIAL
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		UNLESS OTHERWISE SPECIFIED:		NAME	DATE	EES DESIGN, LLC	
		DIMENSIONS ARE IN INCHES		DRAWN	JV		12/9/2022
		TOLERANCES:		CHECKED			TITLE:
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		ANGULAR: MACH ± BEND ±		MFG APPR.			SIZE DWG. NO.
		TWO PLACE DECIMAL ±		Q.A.		22159-EN-1122	
		THREE PLACE DECIMAL ±		COMMENTS:		REV	
		INTERPRET GEOMETRIC TOLERANCING PER:				A	
		MATERIAL					
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APPLICATION		DO NOT SCALE DRAWING					
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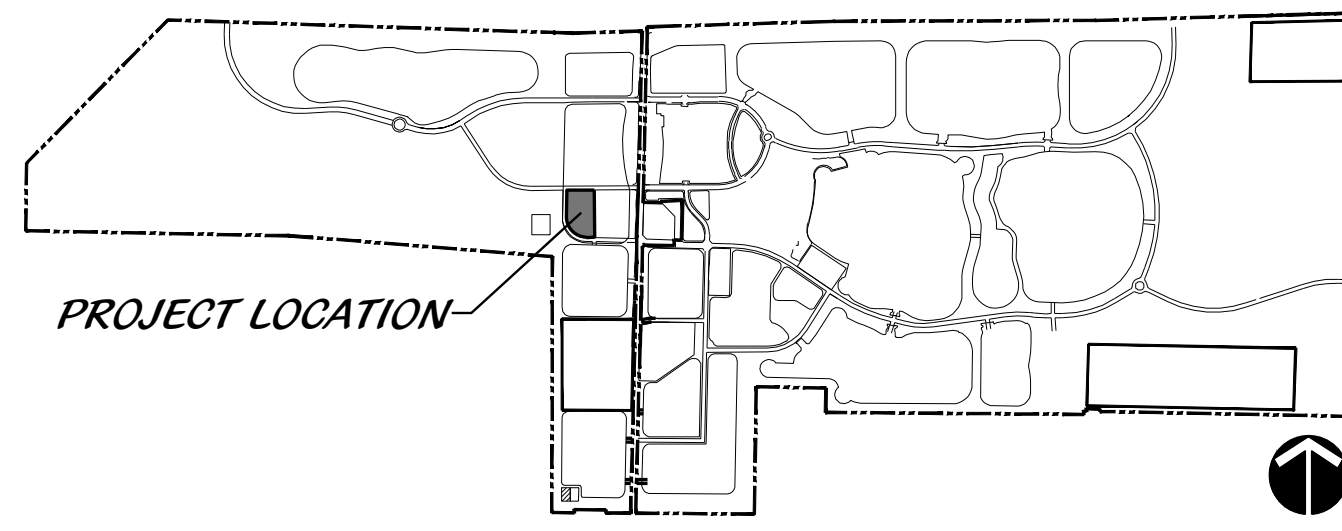
LEGEND

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

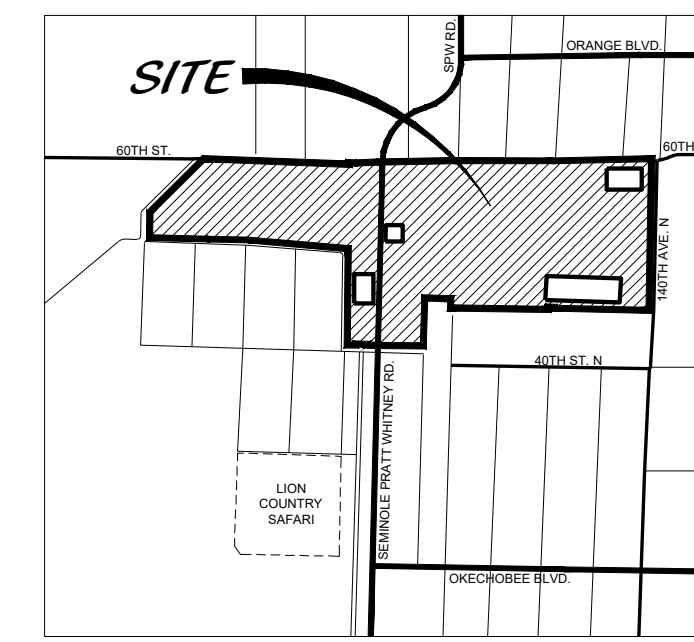
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OF FLORIDA, INC.

NOTE: CONTRACTOR TO HAND DIG WITHIN 3' OF ALL MARKED UTILITIES TO VERIFY ACTUAL LOCATION OF UNDERGROUND LINES PRIOR TO PLANTING.

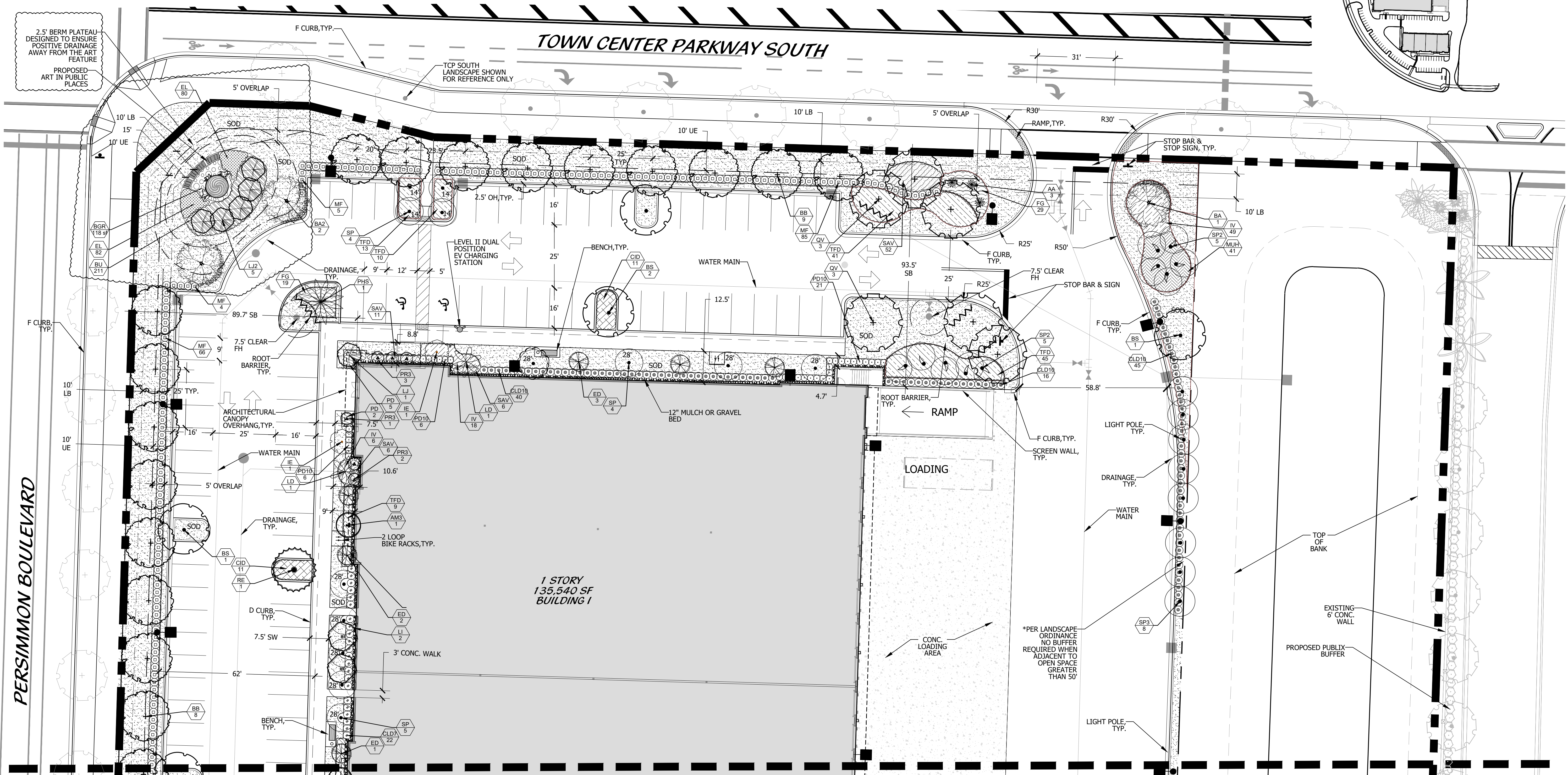
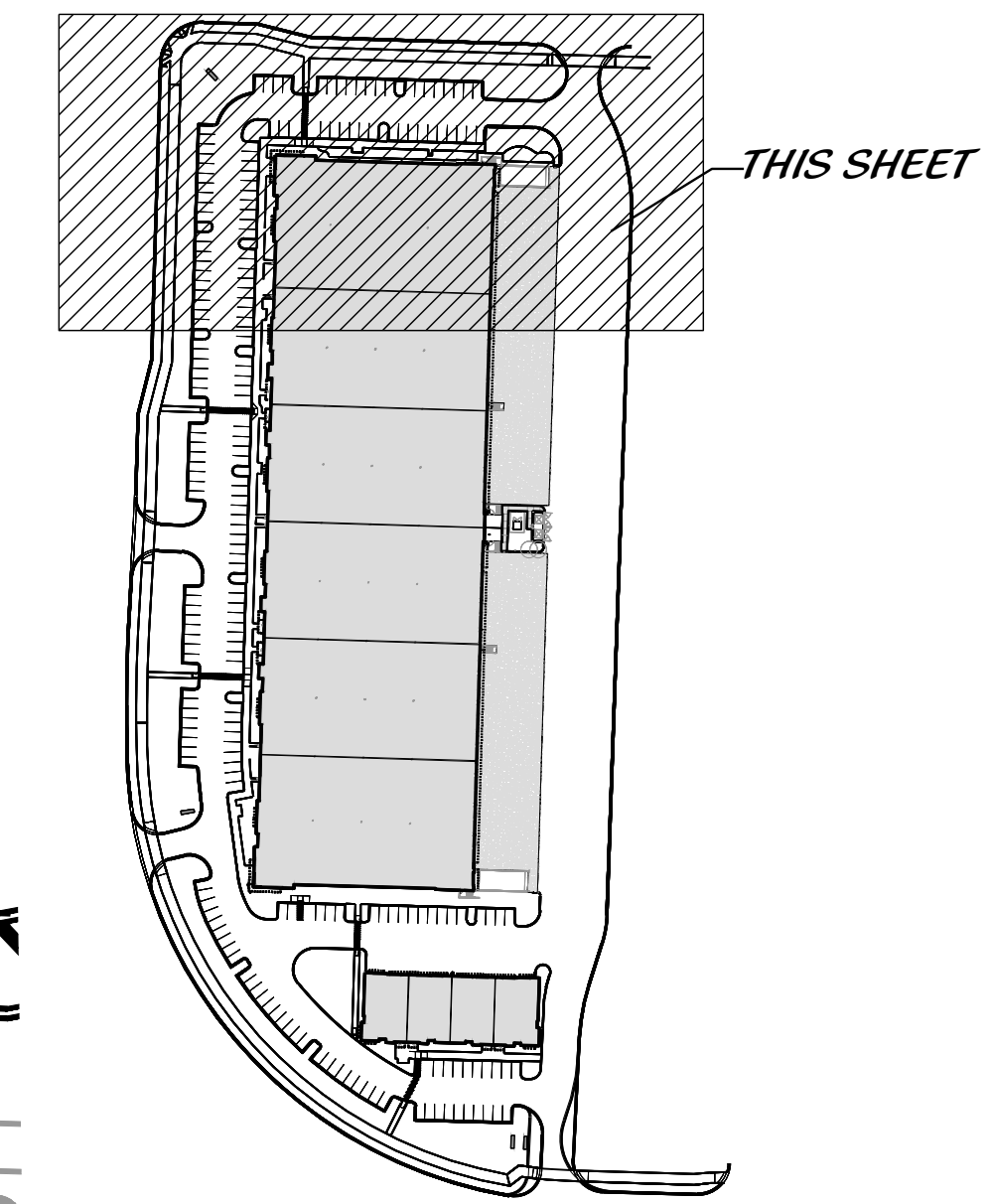
KEY MAP



LOCATION MAP



SHEET MAP



PERSIMMON BOULEVARD

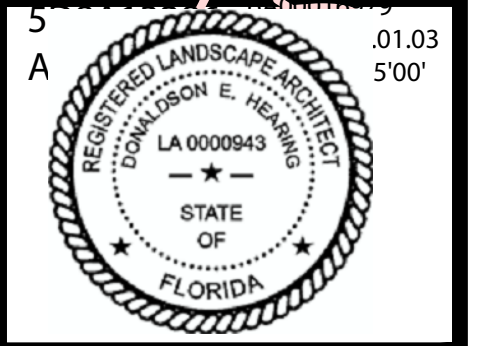
MATCH LINE SHEET LP2

LANDSCAPE PLAN

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

James Business Park
POD G WEST
PALM BEACH COUNTY, FL

Donaldson E. Digitally signed by Donaldson E. Hearing: A010980
Hearing: A010980 0980000001 0000015D8A1328



DESIGNED	DEH
DRAWN	JCO
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-27-22
REVISIONS	05-18-22
	06-10-22
	09-01-22
	10-20-22
	11-08-22

Scale: 1" = 20'

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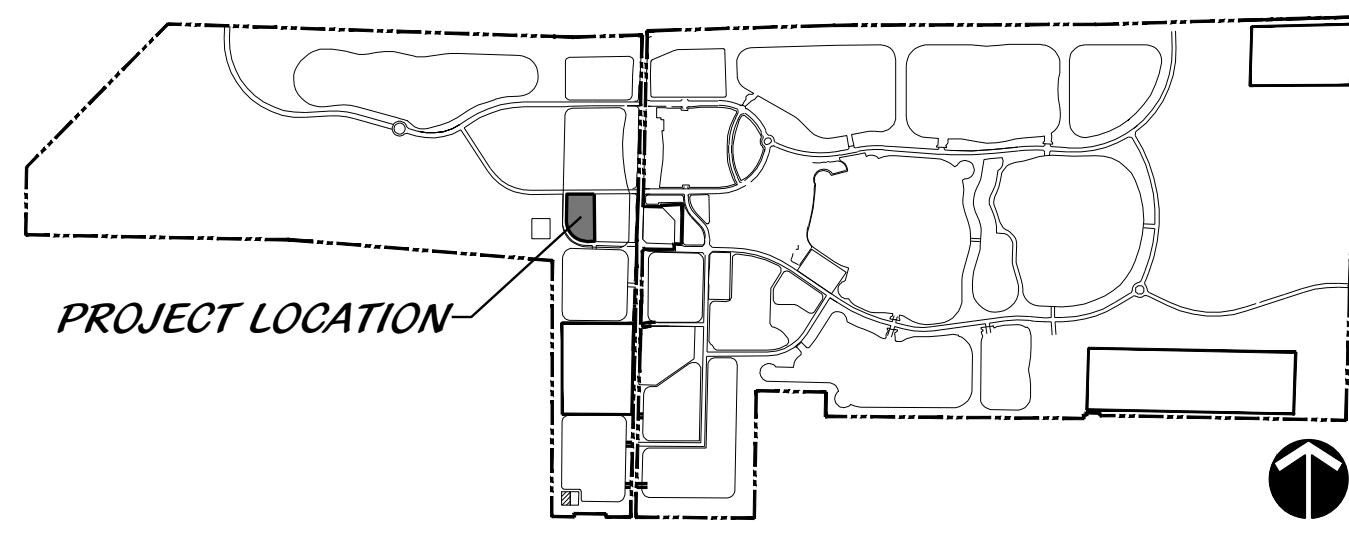
LEGEND

- RIGHT OF WAY ACRES
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- LANDUSE
- LANDSCAPE BUFFER
- LIMITED ACCESS EASEMENT
- EASEMENT
- TYPICAL HANDICAP RADIAS
- CL: CENTER LINE
- SW: SIDEWALK
- PBC: PALM BEACH COUNTY
- LME: LAKE MAINTENANCE EASEMENT
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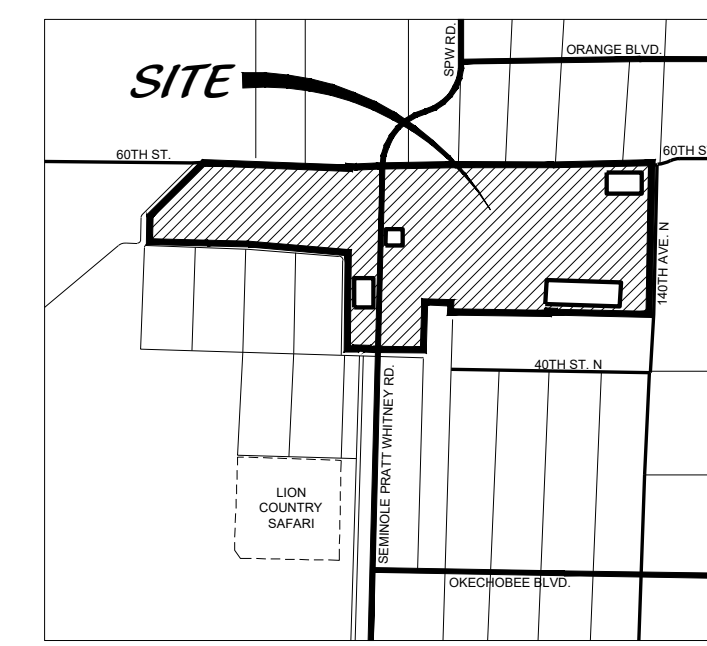
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OF FLORIDA, INC.

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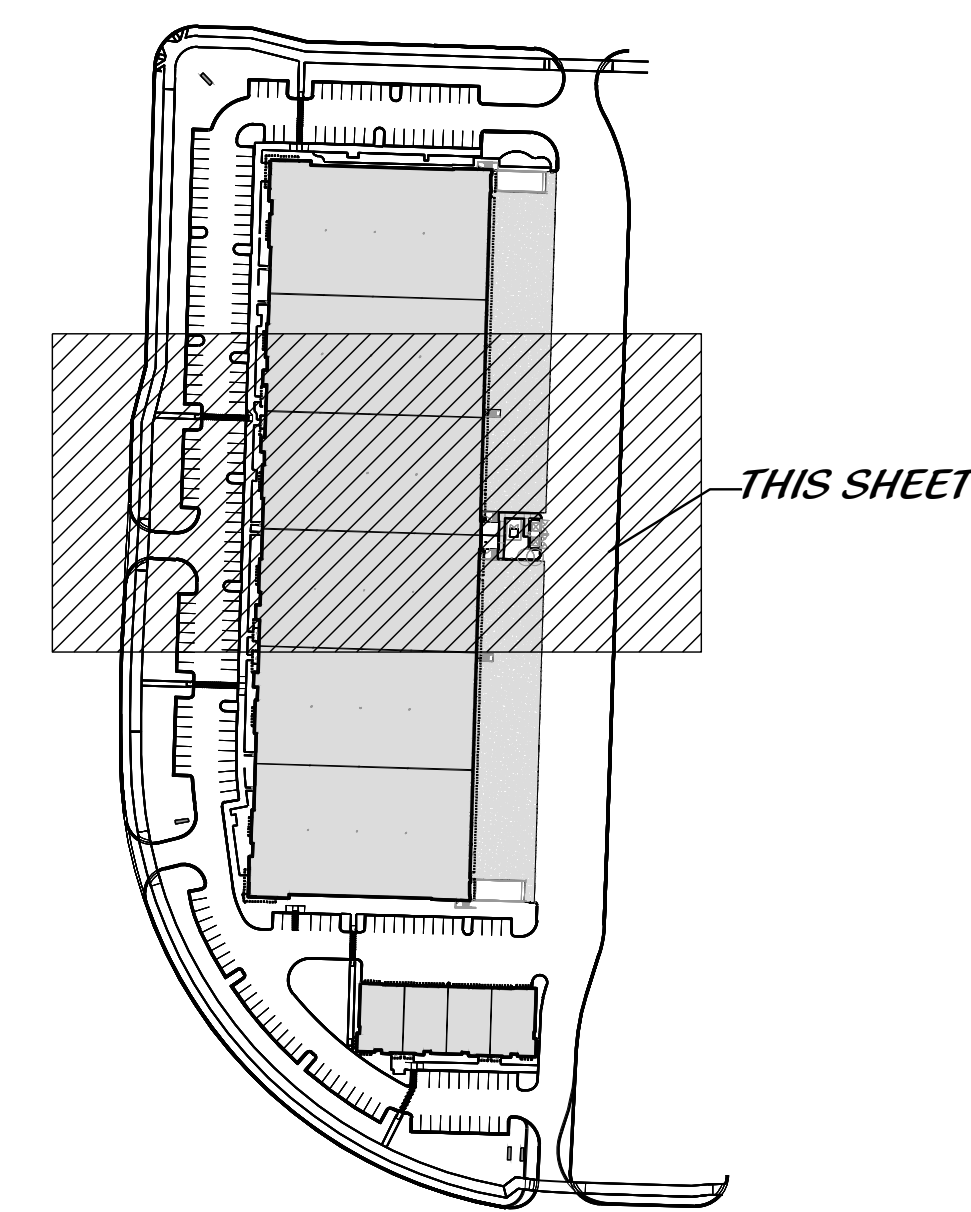
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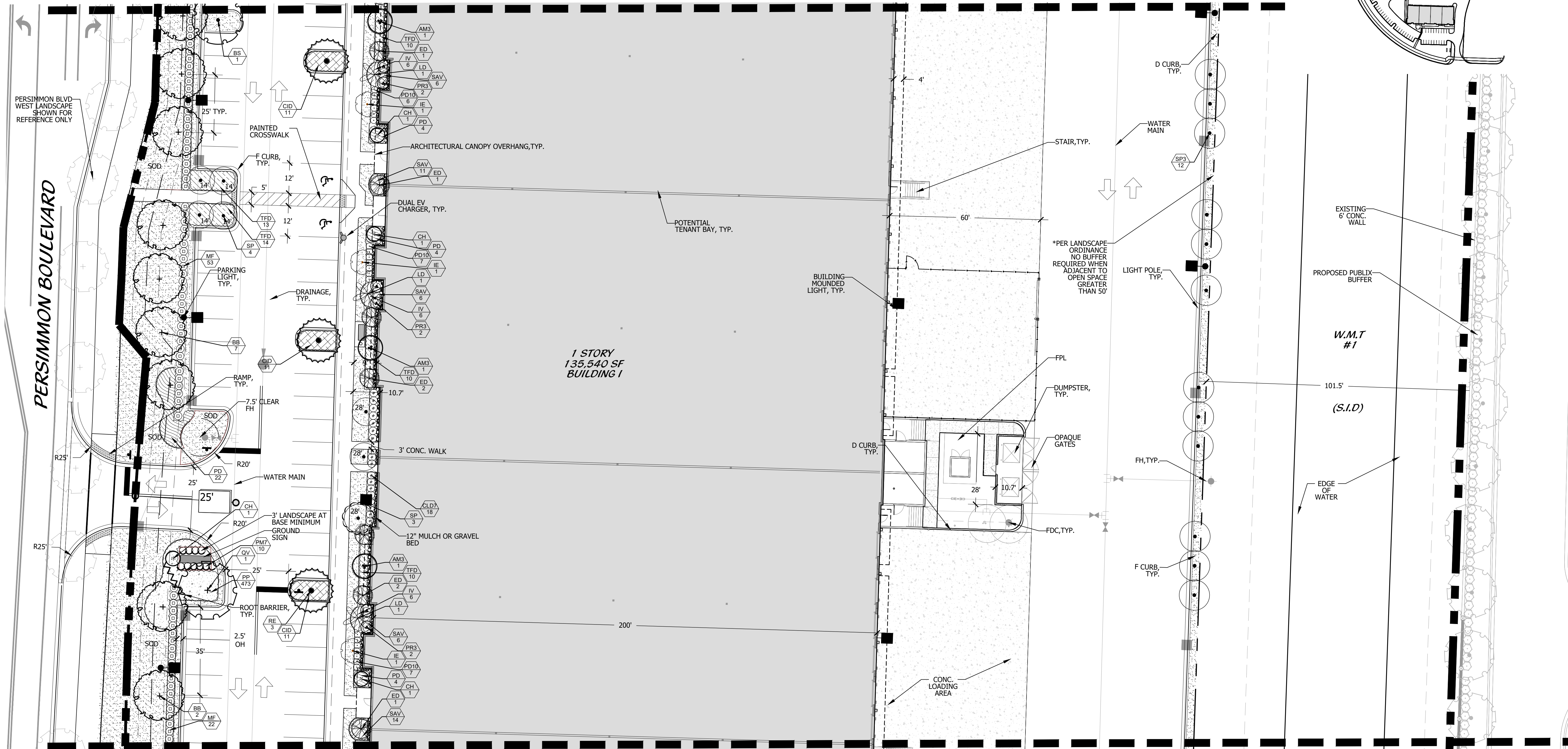
LOCATION MAP



SHEET MAP



MATCH LINE SHEET LP1



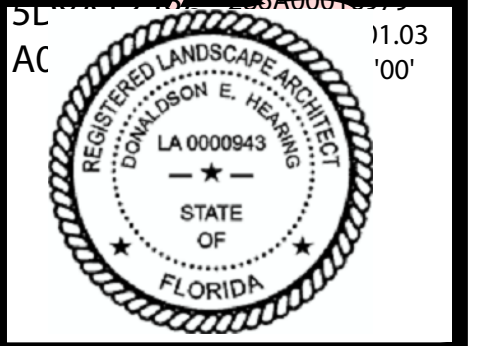
MATCH LINE SHEET LP3

LANDSCAPE PLAN

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Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

James Business Park
POD G WEST
PALM BEACH COUNTY, FL

Donaldson E Digitally signed by Donaldson E
Hearing:A01 Hearing:A01098
0980000001 0000015D8A13



DESIGNED	DEH
DRAWN	JCO
APPROVED	DEH
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Scale: 1" = 20'

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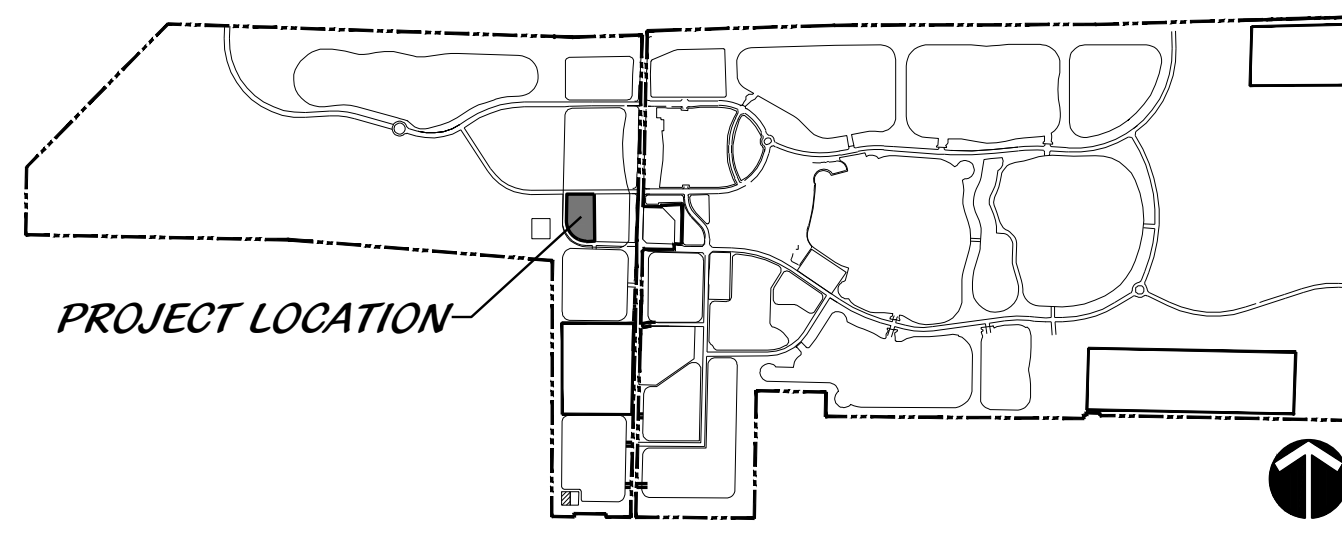
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- | | |
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| UTILITY EASEMENT | SW: SIDEWALK |
| DRAINAGE EASEMENT | PBC: PALM BEACH COUNTY |
| LANDUSE | LME: LAKE MAINTENANCE EASEMENT |
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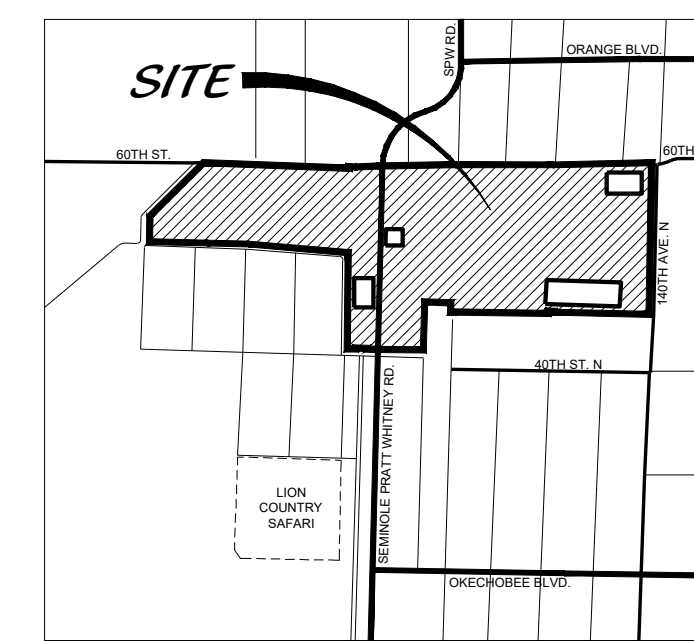
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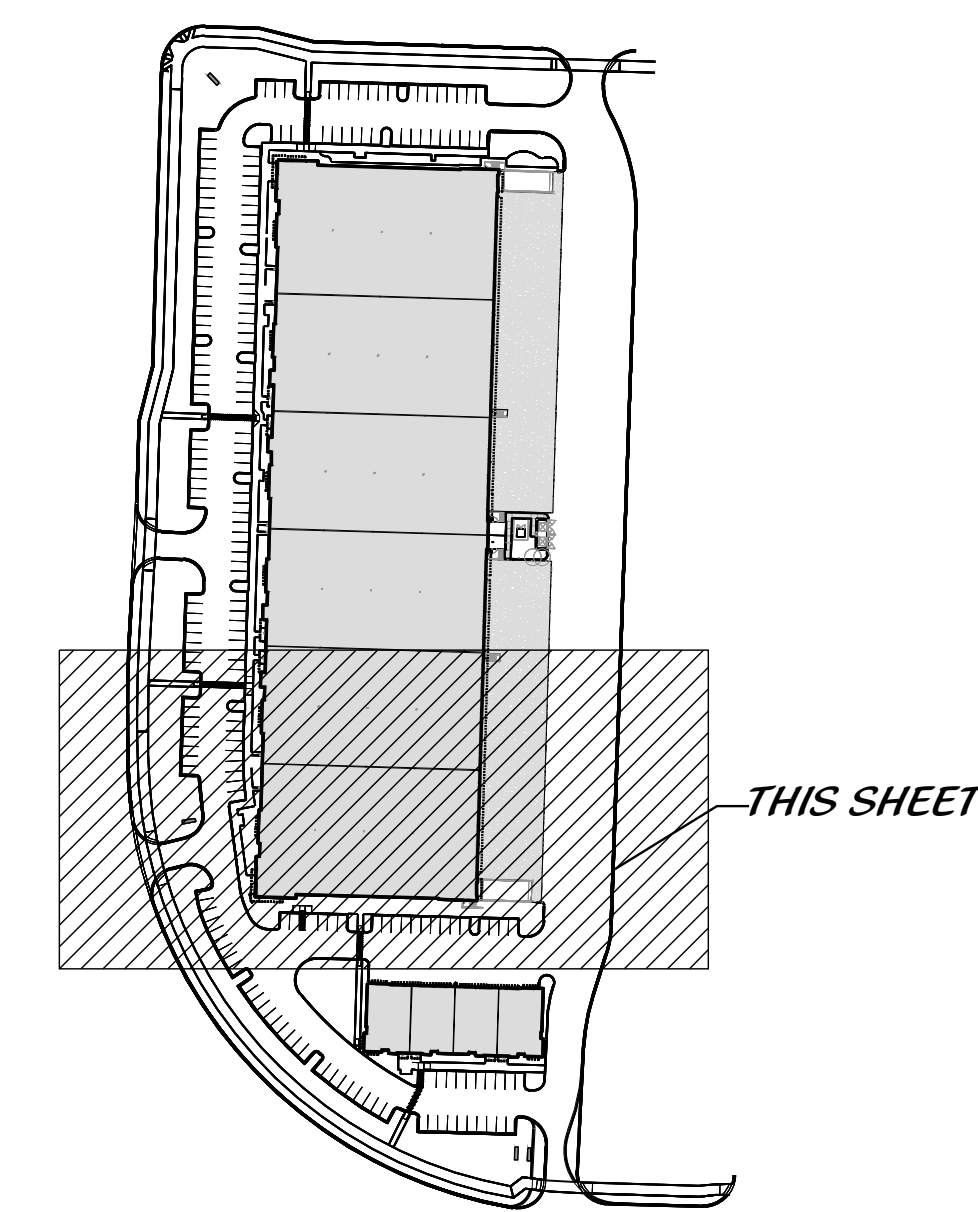
KEY MAP



LOCATION MAP

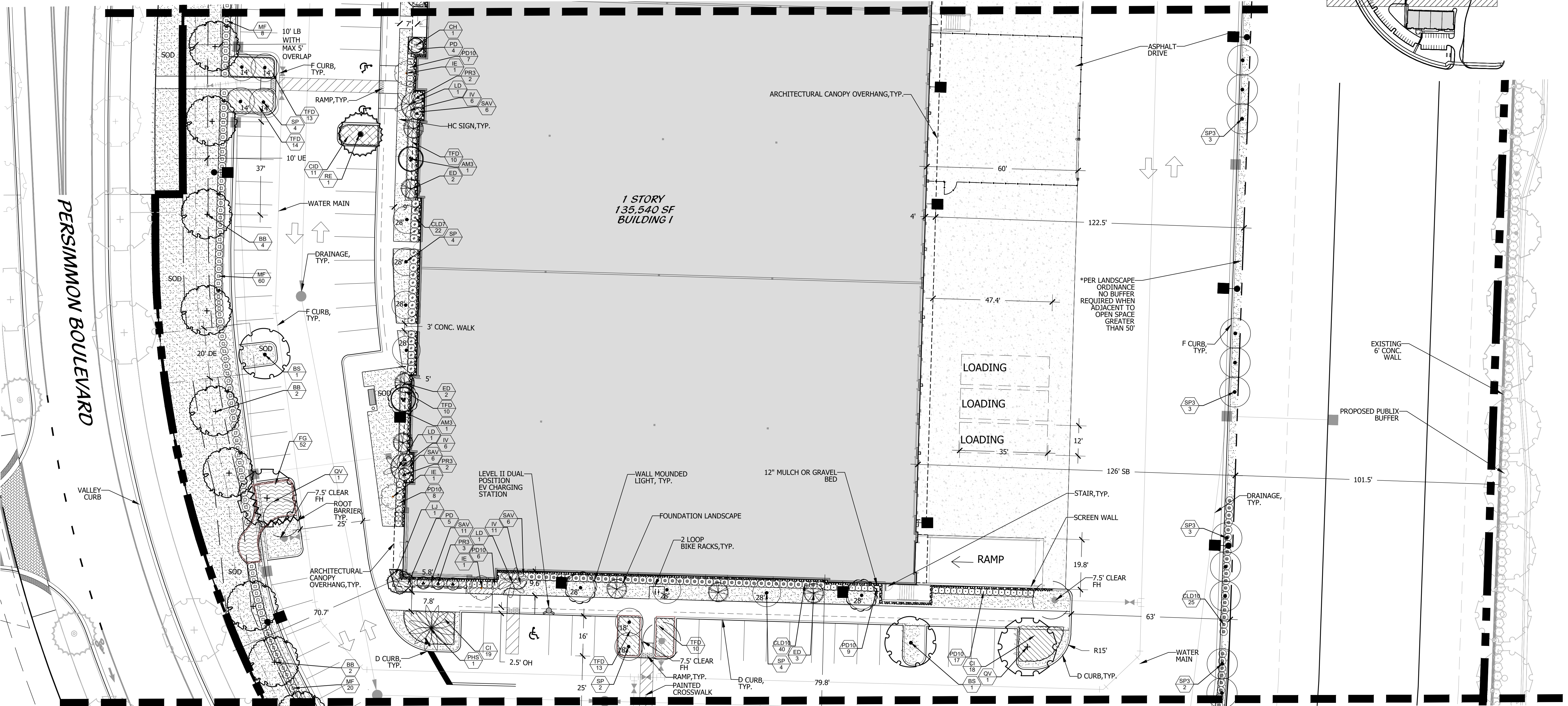


SHEET MAP



MATCH LINE SHEET LP2

MATCH LINE SHEET LP4



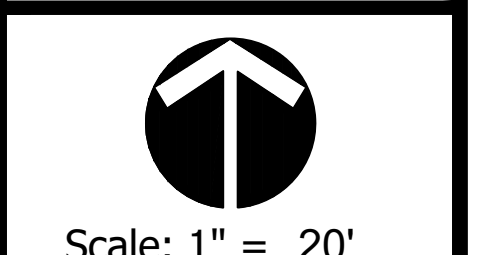
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James Business Park
POD G WEST
PALM BEACH COUNTY, FL

Donaldson E Hearing signed by Donaldson E Hearing
Hearing: A01098
0980000001 0000015D8A13
09801238 286A00016979



DESIGNED	DEH
DRAWN	JCO
APPROVED	DEH
JOB NUMBER	13-0518.98.01
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	06-10-22
	09-01-22
	10-20-22
	11-08-22



December 28, 2022 10:31:24 a.m.
Drawing: 13-0518.98.01 LP.DWG

LANDSCAPE PLAN

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:

PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1994 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADINGS AND STANDARDS FOR NURSERY PLANTS PARTS 1 & II, LATEST EDITION. PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. TIGHTLY KNIT PLANT, SO TRAINED OR FANDED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES AND PALMS FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY AND FLORIDA NUMBER 1.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS SPECIFIED NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS EXISTING TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, IE, ROAD BASE, REPLACEMENT SOIL, MIX. SAND SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE COCO BROWN DYE# 8 GRADE MULCH. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS WITHIN 6" OF PLANT STEMS.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF NITROGEN, PHOSPHORUS AND POTASSIUM WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS SHALL UTILIZE AN 8-2-12-14 ANALYSIS, PLUS MICRO NUTRIENTS, 100 PERCENT OF THE (N) NITROGEN, (K) POTASSIUM, (Mg) MAGNESIUM, AND (B) BORON MUST BE IN CONTROLLED RELEASE FORM. THE (Mn) MANGANESE AND (Fe) IRON SOURCES MUST BE WATER SOLUBLE (SULFATED OR CHELATED).

FERTILIZER WILL BE APPLIED PER THE MANUFACTURERS RECOMMENDATIONS.

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT THE RATE RECOMMENDED BY THE MANUFACTURER.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSINGS ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SIZES RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANTS, AND EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES ONLY. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WITH THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHD AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 6" OF STEMS.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHD AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWN

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISPERSE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SITED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDING AREAS GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ALL PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND UNDESIRABLE VEGETATION. "FORNED GRASS" (PANAMA DEFENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

ALL LANDSCAPE ISLANDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITIONAL ACCEPTANCE DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERS. MAINTAINING PLANTS UP TO THE FINAL ACCEPTANCE, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

IRRIGATION

ALL LANDSCAPE AREAS (INCLUDING SOD AREAS) SHALL BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC SPRINKLER SYSTEM PROVIDING 100 PERCENT COVERAGE. LANDSCAPE INSTALLATION SHALL NOT OCCUR UNTIL THE IRRIGATION SYSTEM IS OPERATIONAL, UNLESS THE OWNER, THE OWNER'S REPRESENTATIVE, OR THE PROJECT LANDSCAPE ARCHITECT GRANTS APPROVAL.

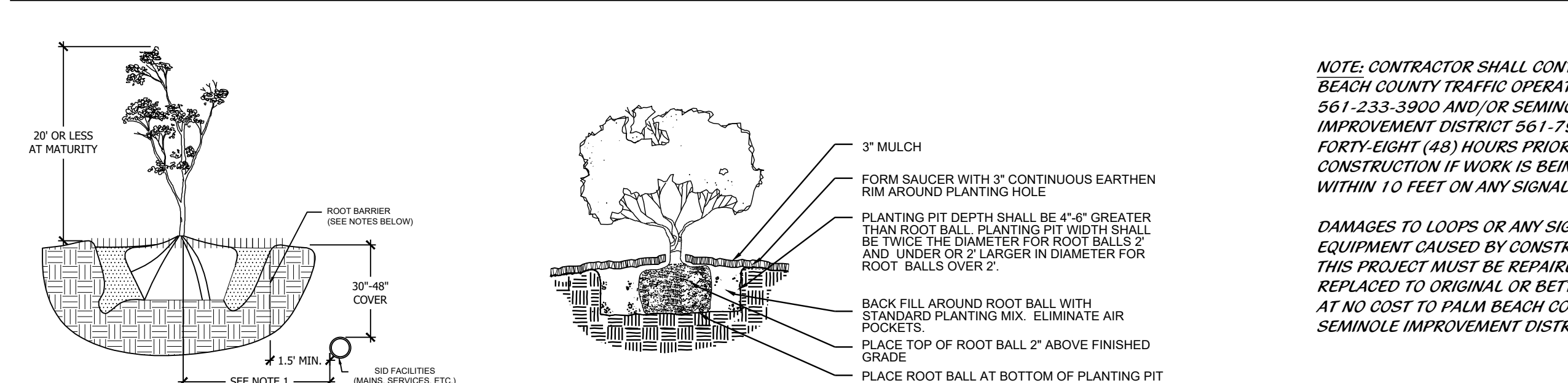
OVERALL PLANT LIST

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
IC	6	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	45 GAL	NA	14' O.A.	N	FULL & THICK, MATCHED.
DR	1	DELONIX REGIA	FLORIDA FANCY	200 GAL	NA	18" 20" HT. X 14" 18" SPRD.	N	FULL CANOPY, FLORIDA FANCY
IE	8	ILEX ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	45 GAL	2.5" CAL	12" HT X 4" SPRD	N	FULL CANOPY, 5' CT. SOUTH GROWN, MATCHED, FLORIDA FANCY, FULL TO BASE
LJ	3	LIQUISTRUM JAPONICUM	JAPANESE PRIVET	45 GAL	2.5" CAL	7" HT. X 7" SPRD	N	FULL CANOPY, MULTI-STEM, LIMB UP
L2	5	LIQUISTRUM JAPONICUM	JAPANESE PRIVET	45 GAL	2.5" CAL	7" HT. X 7" SPRD	N	FULL CANOPY, MULTI-STEM, STANDARD, NATURALK FORM, "NOT A CONE"- FISH BRANCH NURSERY
SM	8	SWIETENIA MAHAGONI	SWEET HAWOGANY	N.A.	3.5" CAL	14" HT. X 7" SPRD	N	FULL CANOPY.
ACCENT TREES/PALMS								
ED	24	ELEOCHARIS DECIPENS	JAPANESE BLUEBERY TREE	30 GAL	NA	7"-8" HT X 3"-4" SPRD	NATIVE	FULL & THICK CANOPY, SHEARED CONICAL SHAPE. FLORIDA FANCY, SINGLE STRAIGHT TRUNK, MATCHED, FULL TO BASE.
HRS	2	HIBISCUS ROSA-SINENSIS	DOUBLE PEACH HIBISCUS STANDARD	15 GAL	1.25" Cal	4'-5" HT. 2'-3" SPRD	N	FULL & THICK, MATCHED.
CANOPY TREES								
BB	48	BUTIDA BUCERAS 'SHADY LADY'	SHADY LADY BLACK OLIVE	65 GAL	2.5" CAL	12" 14" 0A	N	FULL CANOPY, MATCHED.
BA	2	BUNESIA ARBorea	VERAWOOD	65 GAL	2.5" CAL	12" 14" HT. 6'-8" SPRD	N	SINGLE STRAIGHT TRUNK, FULL CANOPY
BC	2	BUNESIA ARBorea	VERAWOOD	65 GAL	2.5" CAL	12" 14" HT. 6'-8" SPRD	N	SINGLE STRAIGHT TRUNK, MATCHED, "BEARY CALIFORNIA" FULL CANOPY.
BS	9	BURSERA SIMARUBA	GUMBO LIMBO	45 GAL	3.5" CAL	12" HT X 6" SPRD	Y	FULL CANOPY.
FR	1	FICUS RUBIGINOSA	RUSTY LEAF FIG	FIELD GROWN	3.5" CAL	12" HT X 4" SPRD	Y	FULL CANOPY, SPECIMEN
LI	2	LAGERSTROEMIA INDICA 'MUSKOGEE' OR 'TUSKEGEE'	CREPE MYRTLE	30 GAL	2" CAL	12" HT X 4" SPRD	Y	MULTI, LIMB UP 5', CHERRY LAKE NURSERY.
QV	11	QUERCUS VIRGINIANA	LIVE OAK (MEDIUM)	65 GAL	2.5" CAL	12" 14" HT X 6" SPRD	Y	FULL CANOPY, 5' CT MIN. MATCHED. BECKER OR FISH BRANCH.
PALM TREES								
AW3	21	BOTANICAL NAME	CHRISTMAS PALM TRIPLE	CONT	CAL	SIZE	NATIVE	REMARKS
PR3	1	PHOENIX ROBELENTII	PYGMY DATE PALM	25 GAL	NA	5' HT X 5" SPRD	N	FULL CANOPY, SINGLE TRUNK, MATCHED
PHS	2	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FIELD GROWN	NA	8' GW	N	FULL CANOPY, STRAIGHT TRUNK. CT SPECIFIED ON PLANS, MATCHED, RELOCATED FROM ON SITE. (FISH BRANCH)
RE	7	ROYSTONIA ELATA	ROYAL PALM	FIELD GROWN	NA	10' GW	Y	FULL CANOPY, MATCHED
SP	47	SABAL PALMETTO	SABAL PALMETTO	FIELD GROWN	NA	14" 18" 28"	Y	FULL & THICK
SP3	32	SABAL PALMETTO	SABAL PALMETTO	FIELD GROWN	NA	15' CT	Y	SLIX TRUNK, PERFECTLY MATCHED
SP2	15	SABAL PALMETTO	CURVED CABERGE PALM	NA	NA	12" 18" 24" 26", 28" CT SGT HTS	Y	EACH SIZE, SLIX TRUNKS
VM	2	VETICHA MONTGOMERYANA	MONTGOMERY PALM	65 gal	N.A.	18" O.A.	N	DOUBLE TRUNK, FULL CANOPY.
SMALL PALMS								
PH	20	PODOCARPUS MACROPHYLLUS	EUROPEAN FAN PALM SILVER SELECT	30 GAL	NA	4" 5" O.A	NATIVE	REMARKS
LD	8	LIVISTONA DECIPENS	RIBBON PALM	25 GAL	NA	4" GW	N	SINGLE TRUNK
SHRUBS								
AA	4	AGAVE AMERICANA 'GAINESVILLE BLUE'	BLUE CENTURY PLANT	15 GAL	NA	30" X 30"	AS	FULL & THICK
CLD7	90	CLUSIA FLAVA	CLUSIA FLAVA	7 GAL	36" X 24"	30" OC	Y	FULL & THICK
CLD10	278	CLUSIA GUTTIFERA	CLUSIA	10 GAL	4" HT X 3" SPRD	30" OC	Y	FULL & THICK
DS	1	DIDON SPINULOSUM	MEXICAN CYCAD	15 GAL	5" X 5"	24" OC	Y	FULL & THICK
MF	418	MYRCIANTHES FRAGRANS	SIMPSONS STOPPER	7 GAL	36" X 24"	24" OC	Y	FULL & THICK
PH15	50	PODOCARPUS MACROPHYLLUS	PODOCARPUS	15 GAL	4" - 5" O.A	AS	Y	FULL AND THICK
PH7	2	PODOCARPUS MACROPHYLLUS	PODOCARPUS PRINGLES'	7 GAL	2" HT X 2" SPRD	AS	Y	FULL & THICK, MATCHED.
PD10	100	PODOCARPUS MAKII	PODOCARPUS	10 GAL	5" HT X 2" SPRD	24" OC	Y	FULL & THICK
GROUND COVERS								
PP	473	ABACUS GABARATA	PERENNIAL SPANIT	1 GAL	2" X 12"	12" OC	N	FULL & THICK
CL	213	CHRYSOBALANUS ICACO	MOHAWK	3 GAL	18" X 18"	24" OC	N	FULL & THICK
CLD	34	CHRYSOBALANUS ICACO 'HORIZONTAL'	DWARF COCOBOLM	3 GAL	12" X 12"	24" OC	Y	FULL & THICK, NOT STRETCHED, FLORIDA FANCY
CL	108	CHRYSOBALANUS ICACO	GOLDEN BEACH COBER	3 GAL	18" X 18"	24" OC	N	FULL & THICK
FG	193	FICUS MACROPHYLLA 'GREEN ISLAND'	GREEN ISLAND FIGUS	3 GAL	12" X 12"	24" OC	Y	FULL & THICK
IV	169	ILEX VOMITORIA 'STOKES DWARF'	DWARF YALPOUN HOLLY	3 GAL	14" X 14"	24" OC	Y	FULL & THICK
MUH	41	MULHBERGIA CAPILLARIS	MULHBERGIA	3 GAL	18" X 18"	30" OC	Y	FULL & THICK
PD	96	PODOCARPUS MACROPHYLLUS 'DWARF PRINGLES'	DWARF PODOCARPUS	3 GAL	12" X 12"	24" OC	N	FULL & THICK
SAV	3 GAL	SOEPPLENA ABBORICOLA 'TRINETTE'	DWARF VARIEGATED SCOFFERLEA	3 GAL	18" X 18"	24" OC	Y	FULL & THICK
TFD	381	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	18" X 18"	24" OC	Y	FULL & THICK
SOD/SEED								
BCR	118 sf	BOTANICAL NAME	BLUE GLASS ROCK	CONT	CAL	SIZE	NATIVE	REMARKS
						LARGE		TUMBLER GLASS ROCKS, BY ARTIST

ST. AGUSTINE OR CITRA BLUE SOD QUANTITY APPROX. 34,320 SQ. FT.

LEGEND: FF-FLORIDA FANCY RP-ROOT PRUNED CT-CLEAR TRUNK GW-GREY WOOD

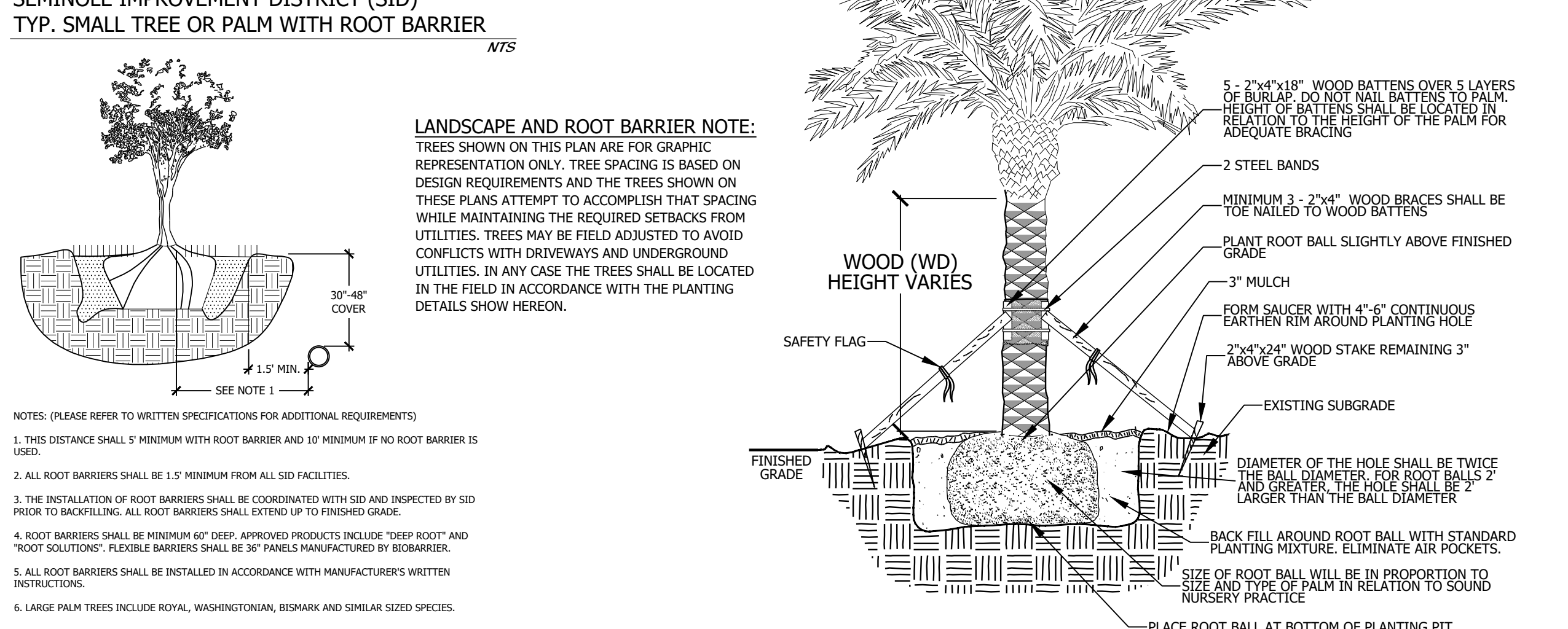
PLANTING DETAILS



SHRUB/GROUNDCOVER PLANTING DETAIL

- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL 3" MINIMUM WITH ROOT BARRIER AND 5" MINIMUM IF NO ROOT BARRIER IS USED.
 2. ALL ROOT BARRIERS SHALL BE 1.5" MINIMUM FROM ALL SID FACILITIES.
 3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SID AND INSPECTED BY SID PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 4. ROOT BARRIERS SHALL BE MINIMUM 60" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BOBBIEMAR.
 5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

SEMINOLE IMPROVEMENT DISTRICT (SID) TYP. SMALL TREE OR PALM WITH ROOT BARRIER



LARGE PALM PLANTING DETAIL

- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL 3" MINIMUM WITH ROOT BARRIER AND 12" MINIMUM IF NO ROOT BARRIER IS USED.
 2. ALL ROOT BARRIERS SHALL BE 1.5" MINIMUM FROM ALL SID FACILITIES.
 3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SID AND INSPECTED BY SID PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 4. ROOT BARRIERS SHALL BE MINIMUM 60" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BOBBIEMAR.
 5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

SEMINOLE IMPROVEMENT DISTRICT (SID) TYP. LARGE TREE OR PALM WITH ROOT BARRIER

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

LANDSCAPE DATA

AREA CALCULATIONS	S.F.	AC.	%
BUILDING FOOTPRINT	145643	3.344	36.30%
VEHICULAR USE AREA	177340	4.071	44.20%
SIDEWALKS & PLAZAS	15,723	0.361	3.92%
LANDSCAPE BUFFER AREA	36,853	0.846	9.19%
FOUNDATION PLANTING AREA	12,285	0.282	3.06%
INTERIOR LANDSCAPE AREA	13,340	0.306	3.33%
TOTAL SITE AREA	401,185	9.21	100.00%

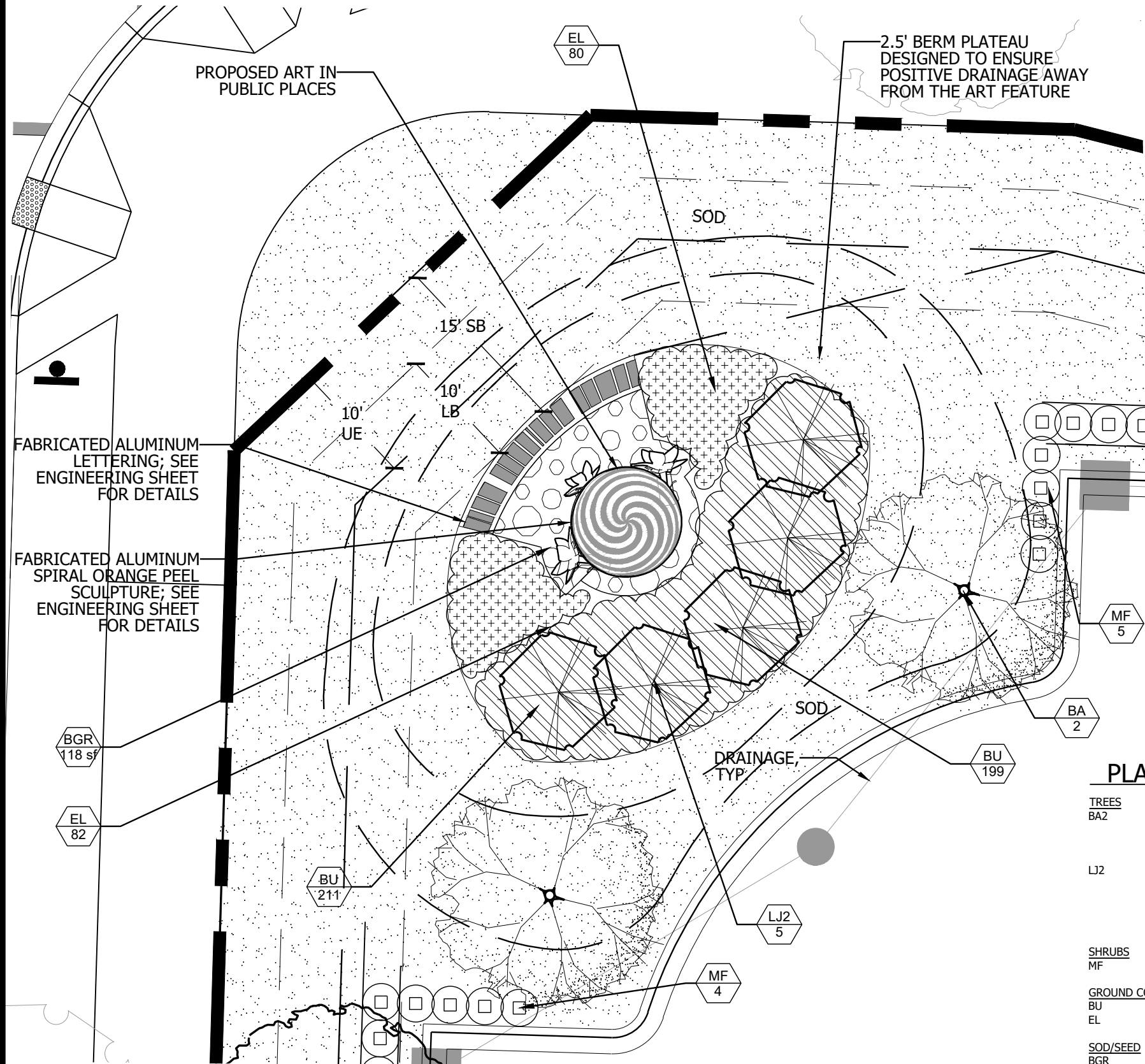
GROSS AFFECTED AREA 401,185 SF

CATEGORY	CODE	REQ.	PROV.
INTERIOR LANDSCAPE (SECTION 4, TABLE 4-3)			



Donaldson E
 Hearing:A0109800000
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Digitally signed by Donaldson E.
 Hearing:A010980000015D8A132
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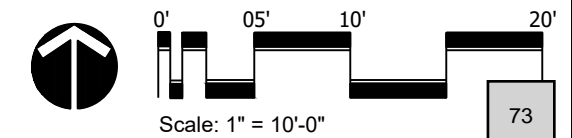


PLANT LIST

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
BA2	2	BULNESIA ARBOREA	VERAWOOD	65 GAL	3" CAL	14' HT X 5' SPRD	N	SINGLE STRAIGHT TRUNK. MATCHED, HEAVY CALLIPER, FULL CANOPY.
LJ2	5	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL	2.5" CAL	7' HT. x 7' SPRD	N	FULL CANOPY, MULTI-STEM, STANDARD, NATURALK FORM. "NOT A CONE"- FISH BRANCH NURSERY
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
MF	9	MYRCIANTHES FRAGRANS	SIMPSONS STOPPER	7 GAL	36" X 24"	24" OC	Y	FULL & THICK.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
BU	211	BRUNFELSTIA UNIFLORA	MANACA	3 GAL	18" X 18"	18" OC	N	FULL & THICK
EL	162	ERNODEA LITTORALIS	GOLDEN BEACH CREEPER	1 GAL	12" X 12"	12" OC	Y	FULL & THICK
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
BGR	118 sf	BLUE GLASS ROCK	BLUE GLASS ROCK	None	LARGE			TUMBLED GLASS ROCKS, BY ARTIST

LANDSCAPE EXHIBIT
JAMES BUSINESS PARK
 City of Westlake, Florida

12.28.2022





City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting (3/14/2023)

PETITION DESCRIPTION

PETITION NUMBER: AIPP-2022-01 Pod G SW “James Business Park” Art Sculpture
OWNER: Minto PBLH, LLC
APPLICANT: Cotleur & Hearing
ADDRESS: 17035 & 16935 Persimmon Boulevard West
PCN: 77-40-43-01-00-000-1010
REQUEST: The applicant is requesting approval of a proposed art sculpture installation called “ORANGE WITH 3 BLOSSOMS’ for the James Business Park development.

SUMMARY

The applicant is requesting approval for a public art sculpture installation for the James Business Park development located within the Pod G Southwest. On September 7, 2022, the City Council approved site plan (SPR-2022-01) for a 145,643 square feet (sq. ft.) of light-industrial warehouse development.

In accordance with Ordinance No. 2021-12, all non-residential development projects with building constructions costs of one million dollars (\$1,000,000.00) as determined by the City’s Building Official or more shall be subject to the requirements of the Art in Public Places program. The non-residential development must either contribute one percent (1%) of the building constructions costs of the project as a fee to the art Acquisition Fund, or provide artwork that has an appraised value equal to three quarters of a percent (0.75%) of the building construction costs.

The applicant has chosen to provide artwork onsite. Per the applicant’s submitted estimated cost of vertical construction, the total for both buildings is approximately \$13,000,000.00 and the proposed artwork is approximately \$200,000.00 (required \$97,500.00). The proposed sculpture will be located at the northwest corner of the site. The applicant has revised the previously approved Master Signage Plan to accommodate the proposed art sculpture installation and monument sign.

The subject application (AIPP-2022-01), was recommended for approval (vote 4-0) by the Art in Public Places Advisory Board on February 6, 2023, including staff proposed conditions of approval.

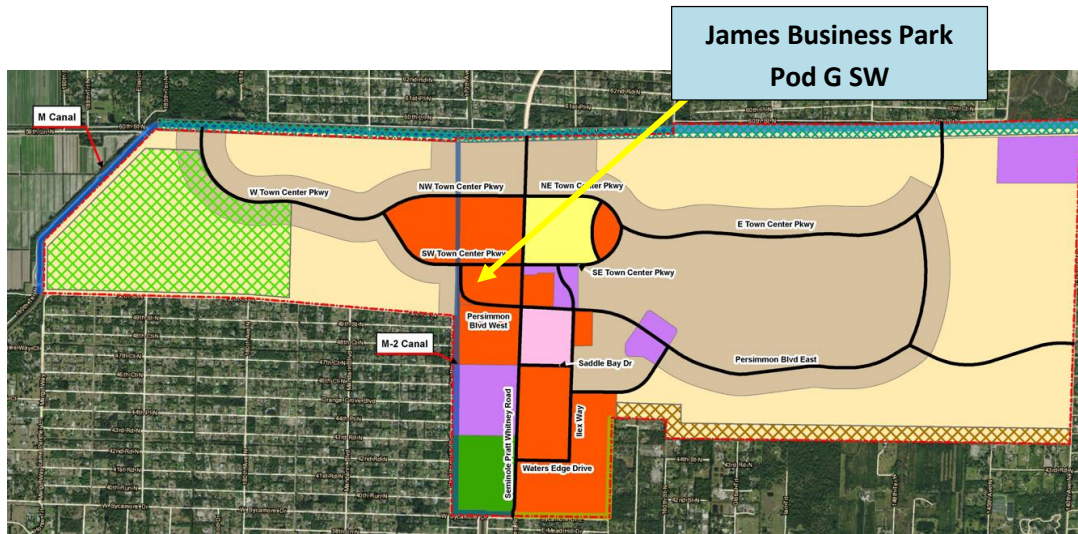
STAFF RECOMMENDATION

Based upon the facts and findings contained herein, **the Planning and Zoning and Engineering Department** recommends **approval** of the subject application with the following conditions :

1. The sign shall be relocated as to not encroach into the landscape buffers.
2. An executed Maintenance Agreement shall be provided to the City prior to building permit issuance.

PETITION FACTS

- a. Artwork Name: ORANGE WITH 3 BLOSSOMS
- b. Artwork Type: Stainless Steel Sculpture
- c. Artwork Specifications: 3 - (30" x 14") - 3/8" Aluminum Bases & 1 x (14" Circular Base) - 3/4"
- d. Letters: 3 x (34" x 20") - 1" Aluminum Bases & 8 x (3" x 3" x 1/4") Wall Stiffener
- e. Artwork Cost: \$200,000 (req. 0.75% of vertical construction)
- f. Land Use and Zoning
- g. OFuture Land Use: Downtown Mixed Use
Zoning: Mixed Use



Background

The 11.66 acre site received a site plan approval by City Council on September 7, 2022, (SPR-2022-01) for a 145,643 square feet (sq. ft.) of light-industrial warehouse facility. The development includes a one-story north building with 135,540 sq. ft.; and a one-story south building with 10,103 sq.ft. within Pod G Southwest. On July 5, 2022, the City Council granted approval for a Master Signage Plan including the following waivers: Eight (8) for Principal Tenant Wall Signs, four (4) for Secondary Tenant Wall Signs, two (2) for Principal Tenant Rear Wall Signs, six (6) for Building ID Signs, and two (2) for Tenant Directional Signs totaling twenty-two (22) waivers.

The subject application (AIPP-2022-01), was recommended for approval (vote 4-0) by the Art in Public Places Advisory Board on February 6, 2023, including staff proposed conditions of approval.

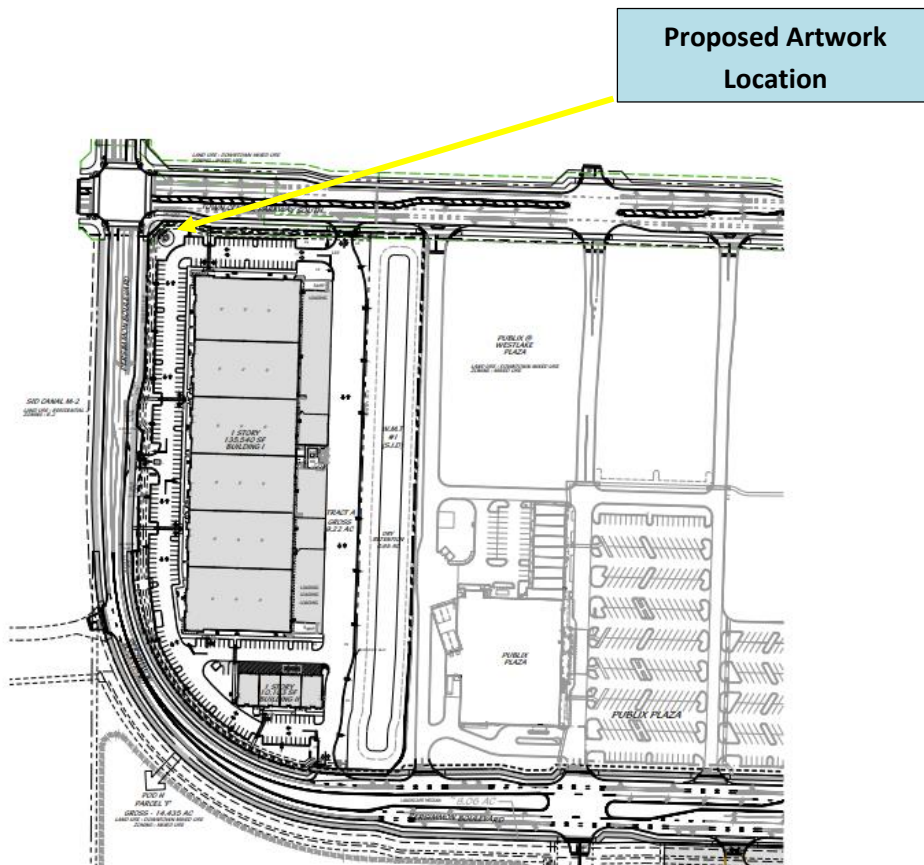
STAFF ANALYSIS

Per Chapter 24. Article 24.1. *Art or Artwork means all tangible creations by artists exhibiting the highest quality of skill and aesthetic principles, and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, painting, sculpture, fountains, engraving, carving, frescos, mobiles, murals, collages, mosaics, bas-reliefs, tapestries,*

photographs, drawings, artist-designed seating, iconic or placemaking architecture, or other functional art pieces and collaborative design projects between architects and/or landscape architects and artists, together with all hard costs and soft costs such as, but not limited to, design, engineering, permitting, artistic fees, lighting, landscaping, or other aesthetic effects or enhancements integrated with the art and approved by the City Planner. The city council shall not consider for approval art objects which are mass-produced in unlimited quantities.

Ineligible artwork. The following shall not be considered artwork:

- a. *Art objects which are mass produced or of standard manufacture, such as playground equipment, fountains, statuary elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.*
- b. *Reproductions, by mechanical or other means, of original artwork, except in the cases of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.*
- c. *Commercial expression, including design elements related to the visual identity of a developer or occupant of a building such as a logo, trademark iconography, color scheme or theme, even if created by an artist.*
- d. *Services or utilities necessary to operate and maintain an artwork over time.*



Review of Artwork:

The City zoning code includes the following criteria for reviewing the artwork.

1. Exhibition and experience of the artist

According to the submitted artist Statement, the artist, Mr. Ralfonso provides 20 plus years designing large monumental kinetic, light and interactive sculptures for public places around the world, including Russia, China, Europe, Taiwan, United Arab Emirates and the USA. Sculpture designs ranging in size from 2 feet to 1,00 feet in height.

2. The ability of the artist to complete the project within a specified schedule

The artist will be able to complete the project within schedule. The artist possesses extensive experience and specializes in the design and execution of large to monumental environmentally interactive kinetic and light sculptures for public places.

3. The compliance with the standards of this Chapter.

The proposed sculpture complies with the established standards of Ordinance No. 2021-12, and the zoning requirements for setbacks and landscaping.

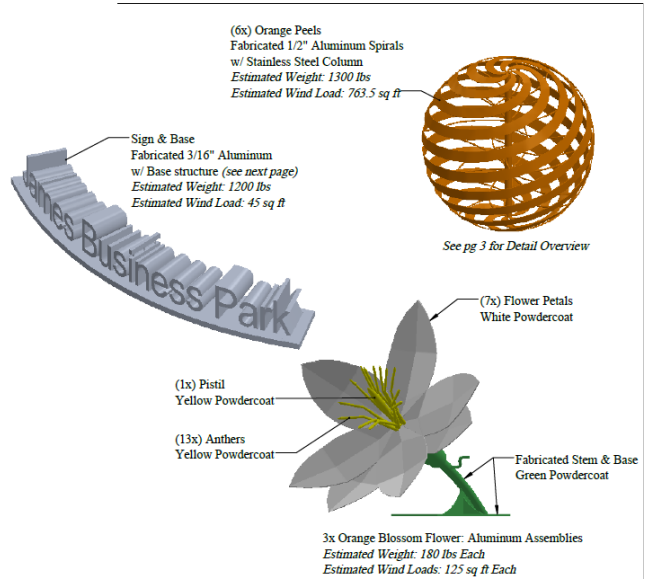
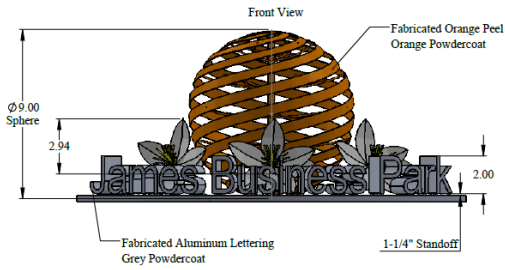
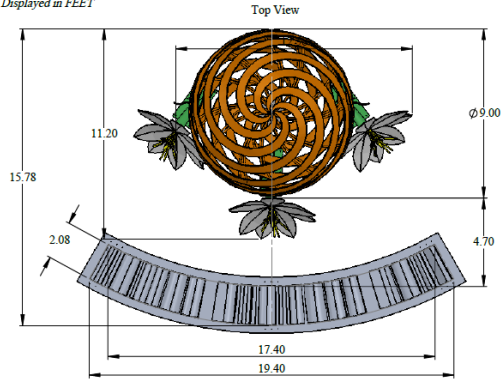
Standards for the Artwork:

a. Display

The proposed sculpture designed as static movement is called “Orange With 3 Blossoms”, includes three (3) orange blossom flowers, each with 13 anthers (totaling 39 anthers, which represent the Westlake as the 39th Municipality). Per the artist Statement, *“the proposed dynamic design, showing an Orange Peel in “static movement” provides the viewer with the optical illusion of movement, as they walk or drive by the sculpture. The anthers are a vital part of the flower, responsible for the pollination, seeds and the new and next generation of Orange Blossoms, just as Westlake is building a new city for the next generations. The signage’s arial font and silver color connects to the silver accents on the buildings, and compliments the spherical shape of the artwork.”*

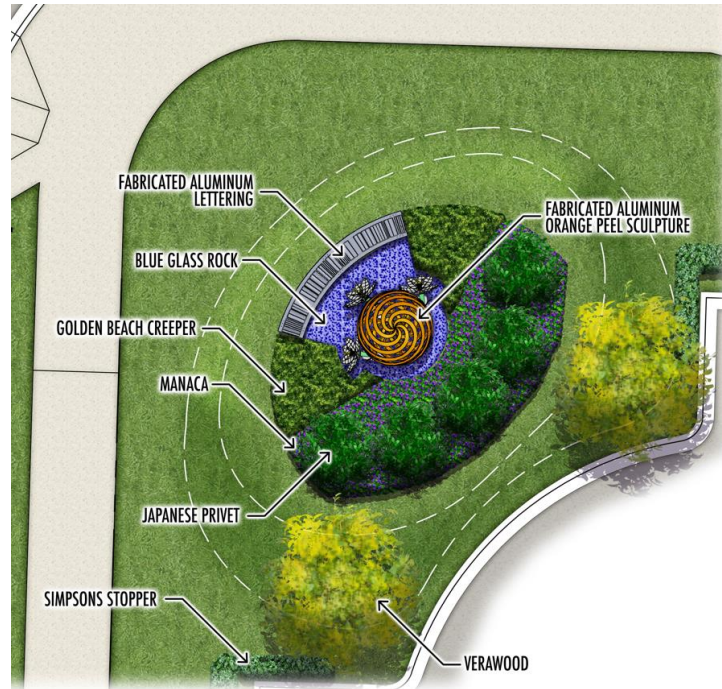
The artwork includes a monument sign which is an integral part of the sculpture, fabricated with 3/16” Aluminum with a base structure. The applicant has revised the previously approved Master Signage Plan to accommodate the art sculpture installation and the monument sign.

Dimensions Displayed in FEET



b. Integration

The sculpture will be located at the northwest corner of the site and is complemented by landscaping. The proposed landscaping plan proposes small ligustrum trees behind the art to create a green barrier, flowering shrubs lined up in front for a layered affect. At the base of the sculpture will be covered with blue glass rocks, and large palms are provided for scale.



FINAL REMARKS

The subject application (AIPP-2022-01), was recommended for approval by the Art in Public Places Advisory Board on February 6, 2023. The application was legally advertised per city code requirements and will be heard by the City Council on March 14, 2023.



CITY OF WESTLAKE, FLORIDA

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Project Name: _____

Additionally, as the designer, artist, and original copyright owner of the described artwork or design, I do hereby release and grant permission to the City of Westlake, Florida to use the artwork/design described herein and grant permission to reproduce this design by any printing service of the recipient's choice for prints, enlargements, and any type of product to advertise and promote materials, including but not limited to Internet and/or commercial printing and fabrication services.

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Printed Name: _____

Signature: _____

Date: _____

Street Address: _____

City, State: _____

Zip Code: _____

Phone Number: _____

Email Address: _____



CITY OF WESTLAKE, FLORIDA

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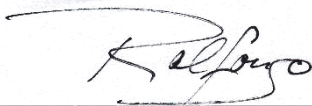
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DESCRIPTION OF MATERIAL – THE ARTWORK:

A 9’ diameter metal sphere in orange, depicting a contemporary interpretation of an orange peel. In front of the sphere there are 3 white blossoms, approx.. 3.8’ high. In front of the white blossoms is the customized design of the curved text “James Business Park” in approx. 2’ height. Here an early rendering of the Artwork.



I certify that I am the designer, artist, and original copyright owner of the described Artwork, that I hold all rights to this Artwork listed above and that the license granted herein to the best of my knowledge does not violate any third-party rights. I hereby certify and covenant that I am of legal age and that I am authorized to sign on behalf of the entity listed below.

<p>Artwork Designer (Artist):</p>  <p>_____/Date 2/24/2023</p> <p><small>2/24/2023, 2:55:30 PM</small></p> <p>Ralfonso.com LLC Managing Member - Ralf Gschwend</p>	<p>Ralfonso.com LLC 4369 Applecrest Dr. Palm Beach Gardens, FL 33410 www.ralfonso.com ralfonso@ralfonso.com</p>
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File Attachments for Item:

A. SECOND READING: Ordinance 2022-16 – Sexually Oriented Businesses

Submitted By: Planning and Zoning

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING _____ ENTITLED “SEXUALLY ORIENTED BUSINESSES”; PROVIDING FOR DEFINITIONS OF SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR LICENSING AND REGULATION OF SUCH BUSINESSES AND THEIR EMPLOYEES; PROVIDING FOR A DISTANCE SEPARATION BETWEEN ENTERTAINERS AND PATRONS IN SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		3/14/2023	Submitted By: Planning and Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		SECOND READING: Ordinance 2022-16 – Sexually Oriented Businesses		
STAFF RECOMMENDATION: (MOTION READY)		Motion to adopt Ordinance 2022-16 “Sexually Oriented Businesses”.		
SUMMARY and/or JUSTIFICATION:		This Ordinance establishes provisions for licensing and regulations of such business and their employees. Provides distance separation between entertainers and patrons in sexually oriented business.		
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 2022-16: Sexually Oriented Businesses			
SELECT, if applicable	RESOLUTION:		ORDINANCE: 2022-16	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>	ORDINANCE NO. 2022-16 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING _____ ENTITLED “SEXUALLY ORIENTED BUSINESSES”; PROVIDING FOR DEFINITIONS OF SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR LICENSING AND REGULATION OF SUCH BUSINESSES AND THEIR EMPLOYEES; PROVIDING FOR A DISTANCE SEPARATION BETWEEN ENTERTAINERS AND PATRONS IN SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

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ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY CREATING _____ ENTITLED "SEXUALLY ORIENTED BUSINESSES"; PROVIDING FOR DEFINITIONS OF SEXUALLY ORIENTED BUSINESSES; PROVIDING FOR LICENSING AND REGULATION OF SUCH BUSINESSES AND THEIR EMPLOYEES; PROVIDING FOR A DISTANCE SEPARATION BETWEEN ENTERTAINERS AND PATRONS IN SEXUALLY ORIENTED BUSINESSES; 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 that sexually oriented businesses, as category of establishments, are frequently used for unlawful sexual activities, including prostitution and sexual liaisons of a casual nature; and

WHEREAS, the concern over sexually transmitted diseases is a legitimate health concern of the City which demands reasonable regulation of sexually oriented businesses in order to protect the health and well-being of the citizens; and

WHEREAS, licensing is a legitimate and reasonable means of accountability to ensure that operators of sexually oriented businesses comply with reasonable regulations and to ensure that operators do not knowingly allow their establishments to be used as places of illegal sexual activity or solicitation; and

WHEREAS, there is convincing documented evidence that sexually oriented businesses have a deleterious effect on both the existing businesses around them and the surrounding residential areas adjacent to them, and are often associated with crime and the downgrading of property values; and

WHEREAS, underage performers have been used in sexually oriented entertainment, both in films and in live performances; and

WHEREAS, the City Council desires to minimize and control these adverse effects and thereby protect the health, safety, and welfare of the citizenry; protect the citizens from crime; preserve the quality of life; preserve the property values and character of surrounding neighborhoods and deter the spread of urban blight; and

1 **WHEREAS**, the City Council has determined that locational criteria alone do not
2 adequately protect the health, safety, and general welfare of the people of this City;
3 and
4

5 **WHEREAS**, it is not the intent of the City Council to condone or legitimize the
6 distribution of obscene material, and the Council recognizes that state and federal law
7 prohibits the distribution of obscene materials and expects and encourages state law
8 enforcement officials to enforce state obscenity statutes against any such illegal
9 activities in the City; and
10

11 **WHEREAS**, the City recognizes its constitutional duty to interpret, construe, and
12 amend its laws and ordinances to comply with constitutional requirements as they
13 are announced; and
14

15 **WHEREAS**, with the passage of any ordinance, the City and the City Council accept
16 as binding the applicability of general principles of criminal and civil law and
17 procedure and the rights and obligations under the United States and Florida
18 Constitutions, and the Florida Rules of Civil and Criminal Procedure; and
19

20 **WHEREAS**, it is not the intent of this ordinance to suppress any speech activities
21 protected by the U.S. Constitution or the Florida Constitution, but to enact an
22 ordinance to further the content-neutral governmental interests of the City, to wit, the
23 controlling of secondary effects of sexually oriented businesses;
24

25 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY FOR THE**
26 **CITY OF WESTLAKE, FLORIDA, AS FOLLOWS:**
27

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

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

32 **ARTICLE . SEXUALLY ORIENTED BUSINESSES**

33 **Sec. . Purpose and findings.**

34 **(a) Purpose. It is the purpose of this article to regulate sexually oriented**
35 **businesses in order to promote the health, safety, morals, and general welfare of**
36 **the citizens of the city, to establish reasonable and uniform regulations to prevent**
37 **the deleterious secondary effects of sexually oriented businesses within the city,**
38 **and to prevent illicit activity and other undesirable community conditions**
39 **associated with the combination of sexually oriented businesses and alcohol**
40 **consumption. The provisions of this article have neither the purpose nor effect of**

1 imposing a limitation or restriction on the content or reasonable access to any
2 communicative materials, including sexually oriented materials. Similarly, it is
3 neither the intent nor effect of this article to restrict or deny access by adults to
4 sexually oriented materials protected by the First Amendment, or to deny access by
5 the distributors and exhibitors of sexually oriented entertainment to their intended
6 market. Neither is it the intent nor effect of this article to condone or legitimize the
7 distribution of obscene material.

8 (b) Findings. Based on evidence of the adverse secondary effects related to
9 sexually oriented businesses presented in hearings and in reports made available
10 to the Council, and on findings, interpretations, and narrowing constructions
11 incorporated in numerous cases, including, but not limited to Pap's A.M. v. City of
12 Erie, 529 U.S. 277 (2000); City of Los Angeles v. Alameda Books, Inc., 535 U.S. 425
13 (2002); City of Renton v. Playtime Theatres, Inc., 475 U.S. 41 (1986), Young v.
14 American Mini Theatres, 426 U.S. 50 (1976), Barnes v. Glen Theatre, Inc., 501 U.S.
15 560 (1991); FW/PBS, Inc. v. City of Dallas, 493 U.S. 215 (1990); California v. LaRue,
16 409 U.S. 109 (1972); as well as in the cases of Artistic Entertainment, Inc. v. City of
17 Warner Robins, 223 F.3d 1306 (11th Cir. 2000); Peek-A-Boo Lounge of Bradenton,
18 Inc. v. Manatee County, 337 F.3d 1251 (11th Cir. 2003); Gary v. City of Warner
19 Robins, 311 F.3d 1334 (11th Cir. 2002); Ward v. County of Orange, 217 F.3d 1350
20 (11th Cir. 2000); Boss Capital, Inc. v. City of Casselberry, 187 F.3d 1251 (11th Cir.
21 1999); David Vincent, Inc. v. Broward County, 200 F.3d 1325 (11th Cir. 2000);
22 Sammy's of Mobile, Ltd. v. City of Mobile, 140 F.3d 993 (11th Cir. 1998); Lady J.
23 Lingerie, Inc. v. City of Jacksonville, 176 F.3d 1358 (11th Cir. 1999); Lady J. Lingerie,
24 Inc. v. City of Jacksonville, 973 F.Supp. 1428 (M.D. Fla. 1997); Grand Faloon Tavern,
25 Inc. v. Wicker, 670 F.2d 943 (11th Cir. 1982); Board of County Commissioners v.
26 Dexterhouse, 348 So. 2d 916 (Ct. App. Fla. 1977); International Food & Beverage
27 Systems v. Ft. Lauderdale, 794 F.2d 1520 (11th Cir. 1986); and other cases; and
28 reports of secondary effects occurring in and around sexually oriented businesses,
29 including, but not limited to, Phoenix, Arizona - 1979; Minneapolis, Minnesota-
30 1980; Houston, Texas - 1997; Indianapolis, Indiana - 1984; Amarillo, Texas - 1977;
31 Garden Grove, California - 1991; Los Angeles, California - 1977; Whittier, California
32 - 1978; Austin, Texas - 1986; Seattle, Washington - 1989; Oklahoma City, Oklahoma
33 - 1986; Cleveland, Ohio - 1977 ; and Dallas, Texas - 1997; St. Croix County,
34 Wisconsin - 1993; Bellevue, Washington, - 1998; Newport News, Virginia - 1996;
35 New York Times Square study - 1994; Phoenix, Arizona -1995-98; and also on
36 findings of physical abuse from the paper entitled "Stripclubs According to
37 Strippers: Exposing Workplace Sexual Violence," by Kelly Holsopple, Program
38 Director, Freedom and Justice Center for Prostitution Resources, Minneapolis,
39 Minnesota, and from "Sexually Oriented Businesses: An Insider's View," by David
40 Sherman, presented to the Michigan House Committee on Ethics and Constitutional
41 Law, Jan. 12, 2000, and the Report of the Attorney General's Working Group On The

1 Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota), the
2 council finds:

3 (1) Sexually oriented businesses, as a category of commercial uses, are
4 associated with a wide variety of adverse secondary effects including, but not
5 limited to, personal and property crimes, prostitution, potential spread of disease,
6 lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative
7 impacts on property values, urban blight, pornographic litter, and sexual assault
8 and exploitation.

9 (2) Sexual acts, including masturbation, oral and anal sex, sometimes occur at
10 unregulated sexually oriented businesses, especially those which provide private
11 or semi-private booths, rooms, or cubicles for view films, videos, or live sexually
12 explicit shows, which acts constitute a public nuisance and pose a risk to public
13 health through the spread of sexually transmitted diseases.

14 (3) The prevention of sexual contact between patrons and employees at
15 sexually oriented businesses is unrelated to the suppression of free expression and
16 serves to address the concerns raised in the findings contained herein.

17 (4) Separating entertainers from patrons and prohibiting entertainers and
18 patrons from engaging in sexual fondling and caressing in sexually oriented
19 businesses would reduce the opportunity for prostitution transactions and thus
20 should deter prostitution.

21 (5) Each of the foregoing negative secondary effects constitutes a harm which
22 the city has a substantial government interest in preventing and/or abating.

23 Sec. . Definitions.

24 For purposes of this article, the words and phrases defined in the sections
25 hereunder shall have the meanings therein respectively ascribed to them unless a
26 different meaning is clearly indicated by the context.

27

28 Adult bookstore/adult video store means a commercial establishment which has
29 significant or substantial portion of its stock-in trade or derives a significant or
30 substantial portion of its revenues or devotes a significant or substantial portion of
31 its interior business or advertising, or maintains a substantial section of its sales or
32 display space to the sale or rental, for any form of consideration, of any one or more
33 of the following:

34 Books, magazines, periodicals or other printed matter, or photographs, films,
35 motion pictures, video cassettes, compact discs, slides, or other visual
36 representations which are characterized by their emphasis upon the exhibition or
37 description of "specified sexual activities" or "specified anatomical areas."

1 The term "adult bookstore/adult video store" shall also include a commercial
2 establishment which regularly maintains one or more "adult arcades." "Adult
3 arcade" means any place to which the public is permitted or invited wherein coin-
4 operated or slug-operated or electronically, electrically, or mechanically controlled
5 still or motion picture machines, projectors, or other image-producing devices are
6 regularly maintained to show images to five (5) or fewer persons per machine at
7 any one time, and where the images so displayed are distinguished or characterized
8 by their emphasis upon matter exhibiting or describing "specified sexual activities"
9 or specified "anatomical areas."

10 Adult cabaret means a nightclub, bar, juice bar, restaurant, bottle club, or similar
11 commercial establishment, whether or not alcoholic beverages are served, which
12 regularly features persons who appear semi-nude.

13 Adult motel means a motel, hotel, or similar commercial establishment which:

14 (1) Offers accommodations to the public for any form of consideration; provides
15 patrons with closed-circuit television transmissions, films, motion pictures, video
16 cassettes, other photographic reproductions, or live performances which are
17 characterized by the depiction or description of "specified sexual activities" or
18 "specified anatomical areas"; and which advertises the availability of such material
19 by means of a sign visible from the public right-of-way, or by means of any on or
20 off-premises advertising, including but not limited to, newspapers, magazines,
21 pamphlets or leaflets, radio or television; or

22 (2) Offers a sleeping room for rent for a period of time that is less than ten (10)
23 hours; or

24 (3) Allows a tenant or occupant of a sleeping room to subrent the room for a
25 period of time that is less than ten (10) hours.

26 Adult novelty store means a commercial establishment to which minors are
27 restricted access by reason of age and which regularly features instruments,
28 devices, or paraphernalia which are designed for use or marketed primarily for
29 stimulation of human genital organs or for sadomasochistic use or abuse of
30 themselves or others, including such items as dildos, vibrators, penis rings, rubber
31 vaginas, and similar devices. The foregoing instruments, devices, or paraphernalia
32 shall not be interpreted to include condoms, diaphragms, intra-uterine devices
33 (IUDs), or similar prophylactic means of preventing pregnancy.

34 Adult motion picture theater means a commercial establishment where films,
35 motion pictures, videocassettes, slides, or similar photographic reproductions
36 which are characterized by their emphasis upon the exhibition or description of
37 "specified sexual activities" or "specified anatomical areas" are regularly shown for
38 any form of consideration.

39

{00534142.1 3540-0000000 }

1 Alcoholic beverage shall mean all distilled spirits and all beverages containing one-
2 half of one percent or more alcohol by volume.

3 Controlling interest means the power, directly or indirectly, to direct the operation,
4 management or policies of a business or entity, or to vote twenty (20 percent or
5 more of any class of voting securities of a business. The ownership, control, or
6 power to vote twenty per cent or more of any class of voting securities of a business
7 shall be presumed, subject to rebuttal, to be the power to direct the management,
8 operation or policies of the business.

9 Distinguished or characterized by an emphasis upon means the dominant or
10 principal theme of the object described by such phrase. For instance, when the
11 phase refers to films "which are distinguished or characterized by an emphasis
12 upon the exhibition or description of specified sexual activities or specified
13 anatomical areas," the films so described are those whose dominant or principal
14 character and theme are the exhibition or description "specified anatomical areas"
15 or "specified sexual activities."

16 Employ, employee, and employment" describe and pertain to any person who
17 performs any service on the premises of a sexually oriented business, on a full time,
18 part time, or contract basis, whether or not the person is denominated an employee,
19 independent contractor, agent, or otherwise. Employee does not include a person
20 exclusively on the premises for repair or maintenance of the premises or for the
21 delivery of goods to the premises.

22 Establish or establishment shall mean and include any of the following:

23 (1) The opening or commencement of any sexually oriented business as a new
24 business;

25 (2) The conversion of an existing business, whether or not a sexually oriented
26 business, to any sexually oriented business; or

27 (3) The addition of any sexually oriented business to any other existing sexually
28 oriented business.

29 Hearing officer shall mean an individual licensed to practice law in Florida
30 appointed by the City Council of the City of Westlake.

31 Licensee shall mean a person or business entity in whose name a license to operate
32 a sexually oriented business has been issued, as well as the individual or individuals
33 listed as an applicant on the application for a sexually oriented business license.

34 Nudity or a state of nudity means the showing of the human male or female genitals,
35 pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque covering,
36 or the showing of the female breast with less than a fully opaque covering of any
37 part of the nipple and areola.

1 Operate or cause to operate shall mean to cause to function or to put or keep in a
2 state of doing business. "Operator" means any persons on the premises of a sexually
3 oriented business who is authorized to exercise overall operational control of the
4 business or who causes to function or who puts or keeps in operation the business.
5 A person may be found to be operating or causing to be operated a sexually oriented
6 business whether or not that person is an owner, part owner, or licensee of the
7 business.

8 Person shall mean individual, proprietorship, partnership, corporation,
9 association, or other legal entity.

10 Regularly features or regularly shown means a consistent or substantial course of
11 conduct, such that the films or performances exhibited constitute a substantial
12 portion of the films or performances offered as a part of the ongoing business of the
13 sexually oriented business.

14 Semi-nude, state of semi-nudity, or semi-nude condition shall mean the showing of
15 the female breast below a horizontal line across the top of the areola and extending
16 across the width of the breast at that point, or the showing of the male or female
17 buttocks. This definition shall include the entire lower portion of the human female
18 breast, but shall not include any portion of the cleavage of the human female breasts
19 exhibited by a dress, blouse, skirt, leotard, bathing suit, or other wearing apparel
20 provided the areola is not exposed in whole or in part.

21 Semi-nude model studio means any place where a person, who regularly appears
22 in a state of semi-nudity is provided for money or any form of consideration to be
23 observed, sketched, drawn, painted, sculptured, photographed, or similarly
24 depicted by other persons.

25 It is a defense to prosecution for any violation of this article that a person appearing
26 in a state of semi-nudity or semi-nudity did so in a modeling class operated:

27 (1) By a college, community college, or university supported entirely or partly
28 by taxation;

29 (2) By a private college or university which maintains and operates educational
30 programs in which credits are transferable to college, community college, or
31 university supported entirely or partly by taxation; or

32 (3) In a structure:

33 a. Which has no sign visible from the exterior of the structure and no other
34 advertising that indicates a semi-nude person is available for viewing; and

35 b. Where, in order to participate in a class a student must enroll at least three
36 days in advance of the class.

1 Sexual encounter center shall mean a business or commercial enterprise that, as
2 one of its principal business purposes, purports to offer for any form of
3 consideration:

4 (1) Physical contact in the form of wrestling or tumbling between persons of the
5 opposite sex; or

6 (2) Physical contact between male and female persons and/or persons of the
7 same sex when one or more of the persons is semi-nude.

8 Sexually oriented entertainment activity means the sale, rental, or exhibition for
9 any form of consideration, of books, films, video cassettes, magazines, periodicals,
10 or live performances which are characterized by an emphasis on the exposure or
11 display of specific sexual activity.

12 Specified anatomical areas means and includes:

13 (1) Less than completely and opaquely covered: human genitals, pubic region;
14 buttock; and female breast below a point immediately above the top of the areola;
15 and

16 (2) Human male genitals in a discernibly turgid state, even if completely and
17 opaquely covered.

18 Specified criminal activity means any of the following offenses:

19 (1) Fla. Stat. § 787.025 (luring or enticing a child); Fla. Stat. § 794.011 (sexual
20 battery); Fla. Stat. § 794.05 (unlawful sexual activity with certain minors); Fla. Stat.
21 Ch. 796 (prostitution offenses); Fla. Stat. Ch. 800 (lewdness; indecent exposure);
22 Fla. Stat. Ch. 847 (obscenity); Fla. Stat. Ch. 815 (racketeering); Fla. Stat. § 896.101
23 (Florida Money Laundering Act); Fla. Stat. § 893.13 (controlled substance offenses);
24 criminal attempt, conspiracy or solicitation to commit any of the foregoing offenses
25 or offenses in other jurisdictions that, if the acts would have constituted any of the
26 foregoing offenses if the acts had been committed in Florida; for which:

27 a. Less than two (2) years have elapsed since the date of conviction or the date
28 of release from confinement imposed for the conviction, whichever is the later date,
29 if the conviction is of a misdemeanor offense;

30 b. Less than five (5) years have elapsed since the date of conviction or the date
31 of release from confinement for the conviction, whichever is the later date, if the
32 conviction is of a felony offense; or

33 c. Less than five (5) years have elapsed since the date of the last conviction or
34 the date of release from confinement for the last conviction, whichever is the later
35 date, if the convictions are of two or more misdemeanor offenses or combination of
36 misdemeanor offenses occurring within any 24-month period.

1 (2) The fact that a conviction is being appealed shall have no effect on the
2 disqualification of the applicant.

3 Specified sexual activity means simulated or actual:

4 (1) Showing of human genitals in a state of sexual stimulation or arousal;

5 (2) Acts of masturbation, sexual intercourse, sodomy, bestiality, necrophilia,
6 sado-masochistic abuse, felatio or cunnilingus;

7 (3) Fondling or erotic touching of human genitals, pubic region, buttock or
8 female breasts; or

9 (4) Excretory functions as a part of or in connection with any of the activities
10 described in (1), (2) and (3) above.

11 Transfer of ownership or control of a sexually oriented business shall mean any of
12 the following:

13 (1) The sale, lease, or sublease of the business;

14 (2) The transfer of securities which constitute a controlling interest in the
15 business, whether by sale, exchange, or similar means; or

16 (3) The establishment of a trust, gift, or other similar legal device which
17 transfers the ownership or control of the business, except for transfer by bequest
18 or other operation of law upon the death of the person possessing the ownership
19 or control.

20 Viewing room shall mean the room, booth, or area where a patron of sexually
21 oriented business would ordinarily be positioned while watching a film,
22 videocassette, or other video reproduction.

23

24 Sec. _____ . Classification.

25 Sexually oriented businesses shall be classified as follows:

26 (1) Adult bookstores/adult video stores;

27 (2) Adult cabarets;

28 (3) Adult motels;

29 (4) Adult motion picture theaters;

30 (5) Adult novelty stores;

31 (6) Semi-nude model studios

32

33 Sec _____ . License required.

{00534142.1 3540-0000000 }

1 (a) Requirement. No sexually oriented business establishment shall be permitted
2 to operate without having been first granted an sexually oriented business license
3 by the City planning department under this code.

4
5 (b) It shall be unlawful for any person or business entity to operate a sexually
6 oriented business in the City of Westlake without a valid sexually oriented business
7 license.

8
9 (c) An applicant for a sexually oriented business license shall file in person at
10 the office of the city clerk a completed application made on a form provided by the
11 city clerk. The application shall be signed by the applicant and notarized, and shall
12 state that the applicant is swearing or affirming all information on the application
13 is true and correct. An application shall be considered complete when it contains
14 the information required in paragraphs (1) through (6) as follows:

15 (1) The applicant's full true name and any other names used in the preceding
16 five (5) years.

17 (2) Current business address or another mailing address of the applicant.

18 (3) Written proof of age, in the form of a copy of a birth certificate and a picture
19 identification document issued by a governmental agency.

20 (4) The business name, location, legal description, mailing address and phone
21 number of the sexually oriented business.

22 (5) The name and business address of the statutory agent or other agent
23 authorized to receive service of process.

24 (6) A statement of whether the applicant has been convicted or has pled guilty
25 or nolo contendere, regardless of whether adjudication is withheld, to a specified
26 criminal activity as defined in this article, and if so, the specified criminal activity
27 involved, including the date, place, and jurisdiction of each as well as the dates of
28 conviction and release from confinement, where applicable.

29 The information provided pursuant to paragraphs (1) through (6) of this
30 subsection shall be supplemented in writing by certified mail, return receipt
31 requested, to the city clerk within ten (10) working days of a change of
32 circumstances which would render the information originally submitted incorrect
33 or incomplete.

34 (d) An application for a sexually oriented business license shall be accompanied
35 by a sketch or diagram showing the configuration of the premises, including a
36 statement of total floor space occupied by the business. The sketch or diagram need
37 not be professionally prepared but shall be drawn to a designated scale or drawn

1 with marked dimensions of the interior of the premises to an accuracy of plus or
2 minus six (6) inches. Applicants who are required to comply with sections _____
3 and _____ of this article shall submit a diagram indicating that the premises meets
4 the requirements of those sections.

5 (e) If a person who wishes to operate a sexually oriented business is an
6 individual, he or she shall sign the application for a license as applicant. If a person
7 who wishes to operate a sexually oriented business is other than an individual, each
8 officer, director, general partner or other person who will participate directly in
9 decisions relating to management and control of the business shall sign the
10 application for a license as applicant. Each applicant must be qualified under
11 section _____ and each applicant shall be considered a licensee if a license
12 is granted.

13
14

15 Sec. _____ . Issuance of license.

16 (a) Upon the filing of a completed application under section _____ for a
17 sexually oriented business license, the city clerk shall immediately issue a
18 temporary license to the applicant, which temporary license shall expire upon the
19 final decision of the city to deny or grant the license. Within twenty (20) days of the
20 initial filing date of the completed application, the clerk shall issue a license to the
21 applicant or issue to the applicant a letter of intent to deny the application. The
22 clerk shall approve the issuance of a license unless one or more of the following is
23 found to be true:

- 24 (1) An applicant is less than eighteen (18) years of age.
- 25 (2) An applicant has failed to provide information as required by section
26 _____ for issuance of a license or has falsely answered a question or request for
27 information on the application form.
- 28 (3) The license application fee required by this article has not been paid.
- 29 (4) An applicant has had a license revoked under this article within one (1) year
30 preceding the date of application.
- 31 (5) The sexually oriented business premises is not in compliance with the
32 interior configuration requirements of this article or is not in compliance with
33 locational requirements established in the applicable zoning regulations.
- 34 (6) An applicant has been convicted of a specified criminal activity, as defined
35 in this article.

36 (b) The license, if granted, shall state on its face the name of the person or
37 persons to whom it is granted, the number of the license issued to the licensee(s).

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1 the expiration date, and, the address of the sexually oriented business. The sexually
2 oriented business license shall be posted in a conspicuous place at or near the
3 entrance to the sexually oriented business so that it may be easily read at any time.

4
5 Sec. _____ . Fees.

6 The initial license and annual renewal fees for sexually oriented business licenses
7 shall be as established by resolution adopted by City Council.

8 Sec. _____ . Inspection.

9 (a) Sexually oriented businesses shall permit officers or agents of the City of
10 Westlake to inspect, from time to time on an occasional basis, the portions of the
11 sexually oriented business premises where patrons are permitted, for the purpose
12 of ensuring compliance with the specific regulations of this article, during those
13 times when the sexually oriented business is occupied by patrons or is open for
14 business. A licensee's knowing or intentional refusal to permit such an inspection
15 shall not constitute a misdemeanor, but shall constitute a violation of this section
16 for purposes of license denial, suspension, and/or revocation. This section shall be
17 narrowly construed by the city to authorize reasonable inspections of the licensed
18 premises pursuant to this article, but not to authorize a harassing or excessive
19 pattern of inspections.

20 (b) The provisions of this section do not apply to areas of an adult motel which
21 are currently being rented by a customer for use as a permanent or temporary
22 habitation.

23
24 Sec. _____ . Expiration of license.

25 (a) Each license shall remain valid for a period of one (1) calendar year from the
26 date of issuance unless otherwise suspended or revoked. Such license may be
27 renewed only by making application and payment of a fee as provided in section
28 _____ and section _____ .

29 (b) Application for renewal should be made at least ninety (90) days before the
30 expiration date, and when made less than ninety (90) days before the expiration
31 date, the expiration of the license will not be affected.

32 Sec. _____ . Suspension.

33 The city shall issue a written letter of intent to suspend a sexually oriented business
34 license for a period not to exceed thirty (30) days if the sexually oriented business
35 licensee has knowingly violated this article or has knowingly allowed an employee
36 to violate this article.

37 Sec. _____ . Revocation.

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1 (a) The city shall issue a letter of intent to revoke a sexually oriented business
2 license if the licensee commits two or more causes of suspension in section
3 _____ within a twelve-month period.

4 (b) The city shall issue written intent to revoke a sexually oriented business
5 license, as applicable, if it determines that:

6 (1) The licensee has knowingly given false information in the application for the
7 sexually oriented business license.

8 (2) The licensee has knowingly engaged in or allowed possession, use, or sale of
9 controlled substances on the premises;

10 (3) The licensee has knowingly engaged in or allowed prostitution on the
11 premises;

12 (4) The licensee knowingly operated the sexually oriented business during a
13 period of time when the license was suspended;

14 (5) The licensee has knowingly engaged in or allowed any specified sexual
15 activity to occur in or on the licensed premises.

16 (c) The fact that any relevant conviction is being appealed shall have no effect
17 on the revocation of the license, provided that, if any conviction which serves as a
18 basis of a license revocation is overturned on appeal, that conviction shall be
19 treated as null and of no effect for revocation purposes.

20 (d) Nature of revocation. When, after the notice and hearing procedure
21 described in section _____, the hearing officer revokes a license, the revocation shall
22 continue for one (1) year and the licensee shall not be issued a sexually oriented
23 business license for one (1) year from the date revocation becomes effective,
24 provided that, if the conditions of section _____ (b) are met, a provisional license
25 will be granted pursuant to that section.

26

27 Sec. _____. Hearing; denial, revocation, and suspension; appeal.

28 (a) If the city determines that facts exist for denial, suspension, or revocation of
29 a license under this chapter, the city shall notify the applicant or licensee
30 (respondent) in writing of the intent to deny, suspend or revoke the license,
31 including the grounds thereof, by personal delivery, or by certified mail. The
32 notification shall be directed to the most current business address or other mailing
33 address on file with the city clerk for the respondent. Within ten (10) working days
34 of receipt of such notice, the respondent may provide to the city clerk a written
35 response that shall include a statement of reasons why the respondent believes the
36 license should not be denied, suspended, or revoked.

1 Within five (5) days of the receipt of respondent's written response, the city clerk
2 shall notify respondent in writing of the hearing date on respondent's denial,
3 suspension, or revocation proceeding. Within twenty (20) working days of the
4 receipt of respondent's written response, the hearing officer shall conduct a
5 hearing at which respondent shall have the opportunity to present all of
6 respondent's arguments and to be represented by counsel, present evidence and
7 witnesses on his or her behalf, and cross-examine any of the city's witnesses. The
8 city shall also be represented by counsel, and shall bear the burden of proving the
9 grounds for deny, suspending, or revoking the license. The hearing shall take no
10 longer than two (2) days, unless extended to meet the requirements of due process
11 and proper administration of justice. The hearing officer shall issue a written
12 opinion within five (5) days after the hearing.

13 If a court action challenging the city's decision is initiated, the city shall prepare and
14 transmit to the court a transcript of the hearing within ten (10) days after the
15 issuance of the hearing officer's written opinion. If a response is not received by the
16 city clerk in the time stated or, if after the hearing the hearing officer finds that
17 grounds as specified in this article exist for denial, suspension, or revocation, then
18 such denial, suspension, or revocation shall become final five (5) days after the city
19 sends, by certified mail, written notice to the respondent that the license has been
20 denied, suspended, or revoked. Such notice shall include a statement advising the
21 respondent of the right to appeal such decision to a court of competent jurisdiction.
22 If the hearing officer finds that no grounds exist for denial, suspension, or
23 revocation of a license, then within five (5) days after the hearing, the hearing
24 officer shall order the city clerk to immediately withdraw the intent to deny,
25 suspend, or revoke the license and to notify the respondent in writing by certified
26 mail of such action. The city clerk shall contemporaneously therewith issue the
27 license to the applicant.

28 (b) When a decision to deny, suspend or revoke a license becomes final, the
29 applicant or licensee (aggrieved party) whose application for a license has been
30 denied or whose license has been suspended or revoked shall have the right to
31 appeal or challenge such action to any court of competent jurisdiction. Upon the
32 filing of any court action to appeal, challenge, restrain, or otherwise enjoin the city's
33 enforcement of the denial, suspension, or revocation, the city shall immediately
34 issue the aggrieved party a provisional license. The provisional license shall allow
35 the aggrieved party to continue operation of the sexually oriented business and will
36 expire upon the court's entry of a judgment on the aggrieved party's appeal or other
37 action to restrain or otherwise enjoin the city's enforcement.

38 (c) Application of article during temporary license or provisional license
39 periods. Sexually oriented businesses operating or working under temporary
40 licenses (as provided for in section _____ (a)), provisional licenses (as provided for
41 in section _____ (b)), or de facto temporary licenses (as provided for in section

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1 _____) shall be subject to the provisions of section _____, section _____,
2 section _____, section _____, section _____, and section _____
3 of this article.

4
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8

9 Sec. _____. Transfer of license.

10 A licensee shall not transfer license to another, nor shall a licensee operate a
11 sexually oriented business under the authority of a license at any place other than
12 the address designated in the sexually oriented business license application.

13

14 Sec. _____. Hours of operation.

15 No sexually oriented business shall be or remain open for business between 1:00
16 a.m. and 8:00 a.m.

17

18 Sec. _____. Regulations pertaining to exhibition of sexually explicit films or videos.

19 (a) A person who operates or causes to be operated a sexually oriented
20 business, other than an adult motel, which exhibits on the premises in a viewing
21 room of less than one hundred fifty (150) square feet of floor space, a film, video
22 cassette, or other video reproduction characterized by an emphasis on the display
23 of specified sexual activities or specified anatomical areas shall comply with the
24 following requirements.

25 (1) Each application for a sexually oriented business license shall contain a
26 diagram of the premises showing the location of all manager's stations, viewing
27 rooms, overhead lighting fixtures, video cameras and monitors installed for
28 monitoring purposes and restrooms, and shall designate all portions of the
29 premises in which patrons will not be permitted. Restrooms shall not contain video
30 reproduction equipment. The diagram shall also designate the place at which the
31 permit will be conspicuously posted, if granted. A professionally prepared diagram
32 in the nature of an engineer's or architect's blueprint shall not be required;
33 however, each diagram shall be oriented to the north or to some designated street
34 or object and shall be drawn to a designated scale or with marked dimensions
35 sufficient to show the various internal dimensions of all areas of the interior of the
36 premises to an accuracy of plus or minus six (6) inches. The clerk may waive the

1 foregoing diagram for renewal applications if the applicant adopts a diagram that
2 was previously submitted and certifies that the configuration of the premises has
3 not been altered since it was prepared.

4 (2) The application shall be sworn to be true and correct by the applicant.

5 (3) No alteration in the configuration or location of a manager's station or
6 viewing room may be made without the prior approval of the city.

7 (4) It shall be the duty of the operator, and of any employees present on the
8 premises, to ensure that no patron is permitted access to any area of the premises
9 which has been designated as an area in which patrons will not be permitted in the
10 application filed pursuant to paragraph (1) of this subsection.

11 (5) The interior premises shall be equipped with overhead lighting fixtures of
12 sufficient intensity to illuminate every place to which patrons are permitted access
13 at an illumination of not less than one (1) foot candle as measured at the floor level.
14 It shall be the duty of the operator, and of any employees present on the premises,
15 to ensure that the illumination described above is maintained at all times that the
16 premises is occupied by patrons or open for business.

17 (6) It shall be the duty of the operator, and of any employees present on the
18 premises, to ensure that no sexual activity occurs in or on the licensed premises.

19 (7) It shall be the duty of the operator, and of any employees present on the
20 premises, to ensure that not more than one person is present in a viewing room at
21 any time. No person shall enter a viewing room that is occupied by another person.

22 (8) It shall be the duty of the operator, and of any employees present on the
23 premises, to ensure that no openings of any kind exist between viewing rooms. No
24 person shall make an attempt to make an opening of any kind between viewing
25 rooms.

26 (9) It shall be the duty of the operator, or of any employee who discovers two
27 or more patrons in a viewing room or discovers any person making or attempting
28 to make an opening of any kind between viewing rooms, to immediately escort such
29 persons from the premises.

30 (10) It shall be the duty of the operator, or of any employee, who discovers an
31 opening of any kind between viewing rooms to immediately secure such rooms,
32 and prevent entry into them by any patron until such time as the wall between the
33 rooms has been repaired to remove the opening. Removal and repairing openings
34 between viewing rooms shall be in a manner that is as structurally substantial as
35 the original wall construction.

36 (11) It shall be the duty of the operator, at least once each business day, to inspect
37 the walls between viewing rooms for openings of any kind, documented by
38 appropriate logs.

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1 (12) It shall be the duty of the operator to post conspicuous signs in well-lighted
2 entry areas of the business stating all of the following:

3 a. That no loitering is permitted in viewing rooms.

4 b. That the occupancy of viewing rooms is limited to one (1) person.

5 c. That sexual activity on the premises is prohibited.

6 d. That the making of openings between viewing rooms is prohibited.

7 e. That violators will be required to leave the premises.

8 f. That violations of subparagraphs b., c. and d. of this paragraph are unlawful.

9 (13) It shall be the duty of the operator to ensure that floor coverings in viewing
10 rooms are nonporous, easily cleanable surfaces, with no rugs or carpeting.

11 (14) It shall be the duty of the operator to ensure that all wall surfaces and seating
12 surfaces in viewing rooms are constructed of or permanently covered by
13 nonporous easily cleanable material.

14 (15) It shall be the duty of the operator to ensure that premises are clean and
15 sanitary. Such duty shall be fulfilled if the operator complies with the following
16 cleaning procedures:

17 a. The operator shall maintain a regular cleaning schedule of at least two (2)
18 cleanings per day, documented by appropriate logs.

19 b. The operator shall provide an employee to check all areas for garbage, trash,
20 body fluids and excrement and to remove and clean all areas with a disinfectant.

21 c. Thorough cleaning of the entire interior of any room providing patron
22 privacy shall be done using a disinfectant. Cleaning shall include floors, walls, doors,
23 seating, monitors, video cameras, and windows and other surfaces.

24 (16) The interior of the premises shall be configured in such a manner that there
25 is an unobstructed view from a manager's station of every area of the premises,
26 including the interior of each viewing room but excluding restrooms, to which any
27 patron is permitted access for any purpose. A manager's station shall not exceed
28 thirty-two (32) square feet of floor area. If the premises has two (2) or more
29 manager's stations designated, then the interior of the premises shall be configured
30 in such a manner that there is an unobstructed view of each area of the premises to
31 which any patron is permitted access for any purpose from at least one (1) of the
32 manager's stations. The view required in this paragraph must be by direct line of
33 sight from the manager's station. It is the duty of the operator to ensure that at least
34 one (1) employee is on duty and situated in each manager's station at all times that
35 any patron is on the premises. It shall be the duty of the operator, and it shall also
36 be the duty of any employees present on the premises, to ensure that the view area
37 specified in this paragraph remains unobstructed by any doors, curtains, walls,

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1 merchandise, display racks or other materials or enclosures at all times that any
2 patron is present on the premises.

3 (17) It shall be the duty of the operator or manager of the business to ensure that
4 no sexually oriented entertainment activity or visual depictions characterized by
5 an emphasis on actual "specified anatomical areas" or "specified sexual activities"
6 are visible from a public right of way adjacent to the establishment.

7 (b) It shall be unlawful for a person having a duty under this section to
8 knowingly fail to fulfill that duty.

9

10 Sec. ____ . Loitering and exterior lighting and monitoring requirements.

11 (a) It shall be the duty of the operator of a sexually oriented business to:

12 (1) Post conspicuous signs stating that no loitering is permitted on such
13 property;

14 (2) Designate one or more employees to monitor the activities of persons on
15 such property by visually inspecting such property at least once every ninety (90)
16 minutes or inspecting such property by use of video cameras and monitors; and

17 (3) Provide lighting of the exterior premises to provide for visual inspection or
18 video monitoring to prohibit loitering. If used, video cameras and monitors shall
19 operate continuously at all times that the premises are open for business. The
20 monitors shall be installed within a manager's station.

21 (b) It shall be unlawful for a person having a duty under this section to
22 knowingly fail to fulfill that duty.

23

24 Sec. ____ . Penalties and enforcement.

25 (a) A person who knowingly violates, disobeys, omits, neglects, or refuses to
26 comply with or resists the enforcement of any of the provisions of this chapter shall
27 be subject to a penalty, not to exceed five hundred dollars (\$500.00) and sixty (60)
28 days in jail, upon proper adjudication in a court of competent jurisdiction. Each day
29 the violation is committed, or permitted to continue, shall constitute a separate
30 offense and shall be fined as such.

31 (b) The city attorney is hereby authorized to institute proceedings necessary for
32 the enforcement of this article to prosecute, restrain, or correct violations hereof.
33 Such proceedings, including injunction, shall be brought in the name of the city,
34 provided, however, that nothing in this section and no action taken hereunder, shall
35 be held to exclude such criminal proceedings as may be authorized by other
36 provisions of the City Code, or any of the laws or ordinances in force in the city or

1 to exempt anyone violating this Code or any part of the said laws from any penalty
2 which may be incurred.

3 Sec. _____ . Applicability of article to existing businesses.

4 Upon the passage of Ord. No. _____ , the provisions of this article shall apply
5 to the activities of all sexually oriented businesses described herein, regardless of
6 whether such businesses or activities were established or commenced before, on,
7 or after the effective date of this article, provided that:

8 (1) All existing sexually oriented businesses are hereby granted a de facto
9 temporary license to continue operation or employment for a period of ninety (90)
10 days following the effective date of this article.

11 (2) Within said one hundred ninety (90) days, all sexually oriented businesses
12 must make application for a license pursuant to this article.

13 (3) Within said ninety (90) days, all sexually oriented businesses must make
14 any necessary changes to the interior configurations of the regulated business
15 premises (e.g., building a stage, removing doors from video booths) to conform to
16 this article. This ninety (90) day grace period for making interior configuration
17 changes shall not relieve the sexually oriented business and its employees of the
18 duty to maintain the distance of six (6) feet between semi-nude employees and
19 patrons, as required by section _____ (b), nor shall it relieve the business and its
20 employees of the duty to abide by the provisions of subsections _____ (a), (c) and (d).

21

22 Sec. _____ . Prohibited activities.

23 (a) It is unlawful for a sexually oriented business to knowingly violate the
24 following regulations or to knowingly allow an employee or any other person to
25 violate the following regulations.

26 (1) It shall be a violation of this article for a patron, employee, or any other
27 person to knowingly or intentionally, in a sexually oriented business, appear in a
28 state of nudity, regardless of whether such public nudity is expressive in nature.

29 (2) It shall be a violation of this article for a person to knowingly or
30 intentionally, in a sexually oriented business, appear in a semi-nude condition
31 unless the person is an employee who, while semi-nude, remains at least six (6) feet
32 from any patron or customer and on a stage at least eighteen (18) inches from the
33 floor in a room of at least one thousand (1,000) square feet.

34 (3) It shall be a violation of this article for any employee who regularly appears
35 semi-nude in a sexually oriented business to knowingly or intentionally touch a
36 customer or the clothing of a customer on the premises of a sexually oriented
37 business.

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1 (4) It shall be a violation of this article for any person to sell, use, or consume
2 alcoholic beverages on the premises of a sexually oriented business.

3 (b) A sign in a form to be prescribed by the city clerk and summarizing the
4 provisions of paragraphs (1), (2), (3), and (4) of subsection (a), shall be posted near
5 the entrance of the sexually oriented business in such a manner as to be clearly
6 visible to patrons upon entry.

7
8 Sec. _____ . Scierter required to prove violation or business licensee liability.

9 Notwithstanding anything to the contrary, for the purposes of this article, an act by
10 an employee that constitutes grounds for suspension or revocation of that
11 employee's license shall be imputed to the sexually oriented business licensee for
12 purposes of finding a violation of this article, or for purposes of license denial,
13 suspension, or revocation, only if an officer, director, or general partner, or a person
14 who managed, supervised, or controlled the operation of the business premises,
15 knowingly, or with constructive knowledge, allowed such act to occur on the
16 premises. It shall be a defense to liability that the person to whom liability is
17 imputed was powerless to prevent the act.

18
19 Sec. _____ . Failure of city to meet time frame not to risk applicant/licensee rights.

20 In the event that a city official is required to take an act or do a thing pursuant to
21 this article within a prescribed time, and fails to take such act or do such thing
22 within the time prescribed, said failure shall not prevent the exercise of
23 constitutional rights of an applicant or licensee. If the act required of the city under
24 this article is not completed in the time prescribed, includes approval of
25 condition(s) necessary for approval by the city of an applicant or licensee's
26 application for a sexually oriented business license (including a renewal), the
27 applicant or licensee shall be allowed to commence operations or employment the
28 day after the deadline for the city's action has passed.

29
30 Sec. _____ . - Standards and requirements for sexually oriented business
31 establishments.

32
33 (a)Location. Sexually oriented business establishments as defined herein which
34 meet all requirements set forth in this chapter shall be permitted only in the Mixed
35 Use district and shall be located the following minimum distances from other
36 uses:(1) Another sexually oriented business establishment or use: 1,000 feet. (2)A
37 church or place of worship: 1,000 feet. (3)An educational institution:

1 1,000 feet.(4)A public park: 1,000 feet.(5)Existing residence residentially
2 zoned and/or real property: 1,000 feet.

3

4 (b)Measurement. For the purpose of measuring distances in the determination of
5 locations for sexually oriented business establishments and related accessory uses,
6 as defined herein, all distances shall be measured from property line to property
7 line in a straight path without regard to intervening structures or objects. Location
8 requirements may not be varied.

9

10 (c)On-site parking requirements. One parking space per each 100 square feet of
11 gross floor area is required. Off-site parking is strictly prohibited.

12 Sec. ____ . Severability.

13 This article and each section and provision of said chapter hereunder, are hereby
14 declared to be independent divisions and subdivisions and, notwithstanding any
15 other evidence of legislative intent, it is hereby declared to be the controlling
16 legislative intent that if any provisions of said chapter, or the application thereof to
17 any person or circumstance is held to be invalid, the remaining sections or
18 provisions and the application of such sections and provisions to any person or
19 circumstances other than those to which it is held invalid, shall not be affected
20 thereby, and it is hereby declared that such sections and provisions would have
21 been passed independently of such section or provision so known to be invalid.
22 Should any procedural aspect of this article be invalidated, such invalidation shall
23 not affect the enforceability of the substantive aspects of this article.

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

30
31 **SECTION 4. Conflicts.** All ordinances or parts of ordinances,
32 resolutions or parts of resolutions which are in conflict herewith, are hereby
33 repealed to the extent of such conflict.

34

35
36 **SECTION 5. Effective Date.** This ordinance shall be effective upon
37 adoption on second reading.

38

39 **PASSED** this ____ day of _____, 2023, on first reading.

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1 **PUBLISHED** on this ____ day of _____, 2023 in the Palm Beach Post.

2 **PASSED AND ADOPTED** this ____ day of _____, 2023, on second reading.

3

4

City of Westlake

5

John Paul O'Connor, Mayor

6 **ATTEST:**

7

Zoie Burgess, City Clerk

9

10

APPROVED AS TO LEGAL FORM:

11

12

OFFICE OF THE CITY ATTORNEY

13

14

15

16

File Attachments for Item:

A. FIRST READING: Ordinance 2023-01 – Chapter 3. Amendment (Essential Facilities and Services)

Submitted By: Planning and Zoning

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE NO. 2019-9 AS SET FORTH IN THE CITY’S CODE OF ORDINANCES; PROVIDING FOR THE CREATION OF SECTION 3 TO BE ENTITLED “ESSENTIAL FACILITIES AND SERVICES” ; PROVIDING FOR ESSENTIAL FACILITIES SERVICES; PROVIDING FOR HEIGHT OF STRUCTURES; PROVIDING FOR SCREENING AND BUFFERING; PROVIDING FOR EXEMPTIONS FROM PROPERTY DEVELOPMENT REGULATIONS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		3/14/2023	Submitted By: Planning and Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		FIRST READING: Ordinance 2023-xx – Chapter 3. Amendment (Essential Facilities and Services)		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve First Reading of Ordinance 2023-xx “Chapter 3 Amendment (Essential Facilities and Services)”.		
SUMMARY and/or JUSTIFICATION:		This Ordinance amends Chapter 3 providing for the creation of section to be entitled “Essential Facilities and Services”. Establishes provisions for Essential Facilities and Services for height of structures, screening, buffering, exemptions from property development regulations and setback requirements.		
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 2023-xx: Chapter 3 (Essential Facilities and Services)			
SELECT, if applicable	RESOLUTION:		ORDINANCE: 2023-xx	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>	ORDINANCE NO. 2023-xx AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE NO. 2019-9 AS SET FORTH IN THE CITY’S CODE OF ORDINANCES; PROVIDING FOR THE CREATION OF SECTION 3 TO BE ENTITLED “ESSENTIAL FACILITIES AND SERVICES” ; PROVIDING FOR ESSENTIAL FACILITIES SERVICES; PROVIDING FOR HEIGHT OF STRUCTURES; PROVIDING FOR SCREENING AND BUFFERING; PROVIDING FOR EXEMPTIONS FROM PROPERTY DEVELOPMENT REGULATIONS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

Drafted 2/21/23

1

ORDINANCE NO. 2023-__

2 **AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE,**
3 **FLORIDA, AMENDING ORDINANCE NO. 2019-9 AS SET FORTH IN THE CITY’S**
4 **CODE OF ORDINANCES; PROVIDING FOR THE CREATION OF SECTION 3 TO BE**
5 **ENTITLED “ESSENTIAL FACILITIES AND SERVICES” ; PROVIDING FOR**
6 **ESSENTIAL FACILITIES SERVICES; PROVIDING FOR HEIGHT OF STRUCTURES;**
7 **PROVIDING FOR SCREENING AND BUFFERING; PROVIDING FOR EXEMPTIONS**
8 **FROM PROPERTY DEVELOPMENT REGULATIONS; PROVIDING FOR SETBACK**
9 **REQUIREMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR**
10 **CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE**
11 **DATE.**

12

13 **WHEREAS,** the City Council finds it is in the public's interest to establish
14 policies and procedures to allow for consistent, flexible, creative, and
15 economically beneficial development within the City of Westlake.

16

17 **WHEREAS,** on September 23, 2019, the City Council of the City of Westlake
18 adopted Ordinance 2019-9 which established a zoning district and set forth
19 standards for the zoning district;

20

21 **WHEREAS,** the City’s Planning Consultants recommend that the Code of
22 Ordinances, specifically Ordinance 2019-9 be amended to create and establish
23 regulations for essential facilities and structures.

24

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

27

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

30

31 **SECTION 2.** The City Council hereby amends Ordinance No. 2019-9 by
32 amending Article ____ by specifically creating Section 3 entitled “Essential Facilities
and Services” as follows:

33

34 **Section 3: Essential Facilities and Services.** All buildings or structures defined
35 as essential facilities and services in Chapter 1, Article 1.2 of this code, is permitted
36 by right in all zoning districts as shown in Table 3-20, when necessary for the day-
37 to-day operation of the service, subject to the requirements set forth in Chapter 3
Article 3.3 Section 3.

38

A) Height of structures.

39

No portion of any building or structure regulated by this

Drafted 2/21/23

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article shall exceed 50 feet in height in residential zoning districts and up to 150 feet in non-residential zoning districts.

B) Screening and buffering.

Structures or equipment (excluding transmission poles) exceeding three feet in height, must be of neutral, non-glare color or finish so as to make them as visually unobtrusive as possible and be shielded on all sides by shrubs at least three feet high at time of planting.

C) Exemptions from property development regulations.

(a) Essential facilities and service or essential service equipment shall be exempt from the property development regulations which set forth minimum lot size, area, dimensions, and setbacks, except that above-ground essential services or essential service equipment may not be placed closer than three feet to any sidewalk or bike path.

(b) Essential service facilities shall not be required to meet the minimum required lot area, and dimensions for the district wherein located, provided that access, buffering, drainage, retention, parking and other provisions of this Ordinance and the Land Development Code are satisfied. Facilities shall have a maximum lot coverage of 50%, and a minimum pervious percentage of parcel of 25%.

D) Setbacks.

(a) Structures regulated by this section that are three feet or less in height are exempt from all setback requirements.

Drafted 2/21/23

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(b) Buildings or structures that are over three feet but less than six feet in height must be set back a minimum of five feet from any street right-of-way or street easement and must comply with the visibility triangles (Corner Clips).

(c) Buildings or structures that exceed six feet in height must comply with the minimum setback of 30 feet and may not be located closer than 25 feet to any body of water.

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

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

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

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

PASSED this ____ day of _____, 2023, on first reading.

PUBLISHED on this ____ day of _____, 2023 in the Palm Beach Post.

PASSED AND ADOPTED this ____ day of _____, 2023, on second reading.

1st Reading _____
2nd Reading _____

Drafted 2/21/23

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ATTEST:

Zoie Burgess, City Clerk

City of Westlake
JohnPaul O'Connor, Mayor

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

File Attachments for Item:

B. Non-Exclusive Permissive Use Agreement

Submitted By: Administration

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE THE NON-EXCLUSIVE PERMISSIVE USE AGREEMENT BETWEEN THE WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC. AND THE CITY OF WESTLAKE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NON-EXCLUSIVE PERMISSIVE USE AGREEMENT

THIS NON-EXCLUSIVE PERMISSIVE USE AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 2023 (the “**Effective Date**”) by and between WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation (the “**Association**”), and THE CITY OF WESTLAKE, a Florida municipal corporation (the “**City**”, and together with the Association, the “**Parties**”).

RECITALS

A. Association is the homeowners association responsible for the operation and management of the master planned residential community known as Westlake Residences (the “**Community**”) located in Westlake, Palm Beach County, Florida, and is responsible for the operation of the common areas of the Community pursuant to the Declaration of Restrictions, Covenants and Easements for Westlake Residences recorded in Official Records Book 29588, Page 766 of the Public Records of Palm Beach County, Florida, as amended (the “**Declaration**”).

B. The common areas of the Community include the Adventure Park Amenity Center which contains, among other facilities, the main Lodge building (the “**Lodge**” or the “**Property**”).

C. City desires to acquire a non-exclusive privilege and permission to use the Lodge, on a non-exclusive basis, solely for the Permitted Use (as defined below) as further described in this Agreement.

D. The Association has agreed to provide the City a non-exclusive right to use the Lodge upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into and form a part of this Agreement.

2. Agreement as to Use. Association agrees, upon the terms and conditions contained in this Agreement, to allow the City to use the Lodge for Scheduled Meetings and Approved Meetings (as those terms are defined in Section 4 of this Agreement) for the Permitted Use (defined in Section 3 below). Association and the City understand and agree that this Agreement is not, and shall not be deemed to constitute, a lease of the Property. The right to use the Lodge as set forth in this Agreement (i) is a privilege to the non-exclusive use of the Property solely for the Permitted Use and does not give the City the right to use the Property for any other purpose or use whatsoever; and (ii) does not operate to confer on or vest in City any title, interest, or estate in the Lodge or other property. The City expressly acknowledges and agrees that this Agreement does not, and shall not be considered, construed or deemed to give the City exclusive use of the Lodge

or any other property and that the Lodge may be used at all times by the Association and any of its designees as provided in Section 11 of this Agreement.

3. Permitted Use. City shall use the Lodge strictly and solely for the purpose of holding City meetings or other City related or sponsored events including, without limitation, City Council meetings, City Council workshops, City committee meetings, City board meetings, City advisory board meetings, and City staff meetings for no more than 320 people (each a “**Meeting**” and collectively, the “**Permitted Use**”). The City may elect to use the Lodge as (i) a single event space utilizing the entirety of the Lodge, or (ii) one or more smaller rooms, which can be achieved by dividing the Lodge into a maximum of four (4) smaller rooms (the “**Configuration**”). City accepts the use of the Property in its present “AS-IS” “WHERE-IS” “WITH ALL FAULTS” condition, without any representation or warranty whatsoever by Association as to the condition or capability of the Property (including, without limitation, the warranty of fitness for a particular purpose) and without any obligation upon Association to make any contribution, provide any improvements or to assume the performance of any work in order to prepare the Property for use by City; provided, however, at the request of the City the Association shall be responsible for (i) room set up, including the Configuration, prior the City’s use of the Lodge for a Permitted Use, and (ii) clean up after the City’s use of the Lodge for a Permitted Use, subject to the City’s obligations pursuant to Section 10.10 of this Agreement.

4. Use Time. At or prior to the Commencement Date and thereafter on an annual basis during the Term and no later than thirty (30) days prior to the end of the City’s fiscal year, the City shall provide the Association in writing with its Meeting calendar for the following fiscal year (the “**Annual Meeting Calendar**”). The Annual Meeting Calendar shall include: (i) the dates and times of all scheduled Meetings for the fiscal year for which the City requires use of the Property (each a “**Use Time**”), (ii) the estimated number of attendees for each Meeting which shall in no event exceed three hundred and twenty (320) people, and (iii) the space requirements and Configuration needed for each Meeting (each such scheduled Meeting, a “**Scheduled Meeting**”). In the event that the City desires to use the Property for a Meeting at any time that was not included in the Annual Meeting Calendar, the City Manager or City Clerk shall submit a written request to the Association no later than five (5) business days prior to the proposed Meeting, which notice shall include the date, time, estimated number of attendees and space requirements needed for the Meeting (“**Meeting Request**”). Within one (1) business day after receiving the Meeting Request, the Association shall notify the City in writing (“**Meeting Request Response**”) whether the Property is available on the date and time (the “**Meeting Time**”) and as otherwise indicated in the Meeting Request. If the Property is available at the Meeting Time and as otherwise indicated in the Meeting Request (“**Approved Meeting**”), the City shall notify the Association in writing of its preferred Configuration at least thirty-six (36) hours prior to the Approved Meeting.

5. Use Fee. The City shall pay to Association, in return for the granting of the right to use the Lodge, a fee in the total sum of either \$1,000.00 for use of the entire facility or \$500.00 for use of a portion of the facility for each Scheduled Meeting and Approved Meeting (the “**Use Fee**”). In addition to the Use Fee, the City shall also pay to Association any applicable sales, use, or other taxes that may be due with respect to the payment of the Use Fee.

6. Payment of the Use Fee. The City shall pay the Use Fee no later than thirty-six (36) hours prior to each Scheduled Meeting and Approved Meeting. In the event a Scheduled Meeting or Approved Meeting is cancelled less than thirty-six (36) hours prior its scheduled Use Time, the Use Fee shall be non-refundable. In the event the City fails to pay the Use Fee at least thirty-six (36) hours prior to Meeting, the Association may grant privileges to third parties to use the Property during such Use Time, and the City shall not have the right to use the Property for such Meeting unless and until the Use Fee is paid prior to the time of the Meeting, provided the Association has not granted privileges to a third party to use the Property during such time.

7. Term. Subject to the terms and provisions of this Agreement, City is permitted to use the Property during the Permitted Times solely for the Permitted Use for a term ("Term") of five (5) years commencing on _____, 2023 (the "Commencement Date") and ending on the date that is five (5) years after the Commencement Date (the "Initial Term"), unless extended or earlier terminated in accordance with the terms of this Agreement; the Initial Term and any Extension of this Agreement as provided in Section 8 below is referred to as the "Term".

8. Extension Option. The City shall have the right to extend the Initial Term for one (1) additional term of five (5) years (the "Extension"), with the Extension commencing upon the expiration of the Initial Term. The City shall give Association written notice of the exercise of the Extension at least ninety (90) days before the expiration of the Initial Term. All the terms, covenants and conditions of this Agreement shall continue in full force and effect during the Extension, except that the Fees for the Extension shall increase by ten percent (10%).

9. Termination. This Agreement may be terminated at any time and for any reason whatsoever by the Association or the City by providing the other party with not less than One Hundred Eighty (180) days' prior written notice unless a shorter time is agreed upon by the Parties.

10. Use of the Lodge. The City's use of the Property is subject to compliance with the following covenants, conditions and restrictions:

10.1 The City's use of the Lodge shall at all times be in full compliance with all applicable federal, state and local laws, ordinances and regulations.

10.2 The City's use of the Lodge shall at all times be subject to and in full compliance with the Declaration and any rules and regulations promulgated by the Association. The City agrees to strictly comply with all terms, covenants, rules and regulations set forth in the Declaration including, without limitation, Section 9 of the Declaration.

10.3 The City shall exercise reasonable care in its use of the Lodge and shall not do or permit anything to be done in or about the Lodge, nor bring nor keep anything within the Lodge, which will in any way affect or raise the premiums for the insurance held by Association, or which shall in any way conflict with any statute, ordinance, rule, regulation, order, law or other requirement (collectively the "Laws") affecting the occupancy and use of the Lodge, which is now, or may hereafter be, enacted or promulgated by any public authority.

10.4 The City shall not make any alterations, additions, improvements or installations in or about the Lodge without the prior written consent of the Association, which consent may be withheld in the Association's sole and absolute discretion.

10.5 City covenants not to commit waste on or damage to the Property, nor to engage in any illegal or nuisance activities on the Property, and City will use due care to prevent others from doing so.

10.6 City shall use the Property solely for the Permitted Use. City shall not use the Property nor permit the Property to be used for any purpose other than the Permitted Use.

10.7 The privilege granted to the City under this Agreement shall be exercised only on the Property and upon no other property.

10.8 All persons attending a Scheduled Meeting or Approved Meeting shall use parking spaces designated for the Property and shall not park in driveways or other locations not specifically designated for parking. All persons attending a Scheduled Meeting or Approved Meeting must enter the Property through the main entrance. In the event the city is using vendors or service providers for any Meeting, all such vendors and service providers must use the service entrance.

10.9 The City and all persons attending an Event shall conduct themselves in a manner that will not disrupt the Community or constitute a breach of the peace.

10.10 Association shall provide, at no additional cost, electricity, cable television, internet and Wi-Fi. In addition, Association shall provide room set-up and clean-up to the extent requested by the City; provided, however, the City shall vacate the Property at the end of each Meeting in a neat, clean condition, free from refuse and garbage, and in good repair and condition.

10.11 The City shall be responsible, at the City's expense, for the cost of any repairs for any damages to the Property caused by the City's use of the Property.

11. Non-Exclusive Use of the City. Association reserves for itself, its members, agents, successors and assigns all rights of ownership in the Property, and all other uses of the Property which do not prevent City's use of the Property for the Permitted Use. Nothing contained in this Agreement shall be construed as limiting Association from having the full use, access and enjoyment of the Property, except only as to the rights granted to the City by the terms of this Agreement, and nothing contained in this Agreement shall be construed or interpreted as granting anything to the City other than the use of the Property as specifically provided in this Agreement. The City understands, acknowledges and agrees that Association may grant licenses and privileges to third parties to use the Property during the Term. This Section shall survive termination or expiration of this Agreement.

12. Default and Remedies. If either party violates or fails to perform or comply with any obligation, covenant or condition of this Agreement, that violation or failure shall be a default

under this Agreement. In such event, the non-defaulting party shall provide written notice to the defaulting party of the nature of the default including a ten (10) day period for curing such default. If the default is not cured within such ten (10) day period, the non-defaulting party may terminate this Agreement immediately upon notice to the defaulting party and pursue any and all remedies available at law or in equity including, without limitation, recovery of all damages, losses, expenses, fees and costs incurred or which it may incur by reason of the default (including, without limitation, reasonable attorneys' fees and paraprofessional fees and costs, whether suit or proceeding is brought, pretrial, and at all levels of proceedings, including appeals). Upon any termination, on account of a default by City, Association shall be entitled to retain all Use Fees previously paid to Association, without thereby waiving any claim for further damages,

13. Loss. In no event whatsoever shall Association be responsible or liable for any theft, damage, injury or loss to persons or property of City or any of its employees, agents, contractors, suppliers or invitees. The City acknowledges that the use of the Property is at its sole risk and expense. The City assumes all risk of injury, death or damage to City and its employees, agents, contractors, suppliers and invitees arising or resulting, directly or indirectly, from the use of the Property, and the Association assumes no responsible for the safety of persons using the Property or any goods, personal property or other items brought into or left in the Property by the City, its employees, agents or invitees, all of which shall be at the City's sole risk. This provision shall survive termination of this Agreement.

14. Relationship of the Parties. This Agreement shall in no way be construed as a license, lease, partnership agreement or joint venture, nor shall this Agreement be construed in any manner so as to create an employer/employee relationship between the parties or to give the City the rights of a tenant or licensee. Nothing contained in this Agreement shall be deemed or construed as creating any leasehold or other possessory interest or any other right, title or interest in the Lodge or any part thereof. The City does not have, nor will it, or any of its employees, agents, contractors, suppliers or representatives, hold themselves out as having any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the Association.

15. Responsibility for Acts. The City is a political subdivision as defined in Chapter 768.28, Florida Statutes. Each party hereto agrees to be fully responsible for the acts and omissions of its agents or employees to the fullest extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

16. Notices. All notices, requests, consents, demands and other communications required of either party under this Agreement shall be in writing and shall be (as elected by the party giving such notice) deemed to have been given at the time when personally delivered, mailed via registered mail, return receipt requested, sent by nationally recognized overnight courier service, or sent by electronic transmission (i.e. e-mail), addressed as follows:

If to the Association: Westlake Residences Master Homeowners Association, Inc.
Attn: John Carter
16604 Town Center Parkway North
Westlake, FL 33470
E-mail: jfcarter@mintousa.com
Telephone: (943) 973-4490

If to the City: _____

E-mail: _____
Telephone: _____

or to such other address as such party may have fixed by notice; provided, however, that any notice of change of address shall be effective only upon receipt.

17. Assignment. The privilege granted to the City in this Agreement is a non-exclusive, personal, revocable and unassignable privilege to use the Lodge solely for the Permitted Use as provided in this Agreement. The City shall have no right to transfer (by operation of law or otherwise), assign, mortgage, pledge or in any manner encumber its interest in this Agreement. Any attempted assignment shall be wholly void and totally ineffective for all purposes.

18. Choice of Law. This Agreement shall be governed by the laws of the State of Florida. The Parties irrevocably and unconditionally consent to personal jurisdiction and venue in Palm Beach County, Florida, in any action concerning a dispute between the Parties relating to this Agreement.

19. Entire Understanding. This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements, and understandings of every kind and nature among them, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as expressly set forth in this Agreement.

20. Headings. The headings in this Agreement are for convenience and reference only and are not included in any way to define or limit the scope or content of this Agreement or to, in any way, affect its provisions.

21. Waiver of Jury Trial. ASSOCIATION AND CITY ACKNOWLEDGE THAT THIS AGREEMENT IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. ASSOCIATION AND CITY AGREE THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE

TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, THOSE FOR PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT, THE DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY DECLARATION), ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

22. Attorneys' Fees. In the event it becomes necessary for either party to initiate litigation or incur other costs for the purpose of enforcing any of its rights under this Agreement or for the purpose of seeking damages for any breach of this Agreement, then in addition to any and all other remedies that may be granted, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, paraprofessional fees and costs, pretrial, at trial and at all levels of proceedings, including appeals, and all other costs incurred by it in connection with such enforcement efforts, including any costs incurred in engaging collection agencies or other third parties. This provision shall survive termination or expiration of this Agreement.

23. Severability. This Agreement will be binding to the fullest extent permitted by law upon the Parties and their successors and assigns. If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

24. Amendment of Agreement. This Agreement may not be altered, changed, modified or amended except by instrument in writing, signed by both the City and Association.

25. Recordation. Neither this Agreement nor any memorandum of this Agreement shall be recorded in the Public Records of Palm Beach County or elsewhere.

26. No Waiver. No waiver of any provision of this Agreement shall be deemed to constitute or imply a future or a further waiver of any other provision set forth in this Agreement.

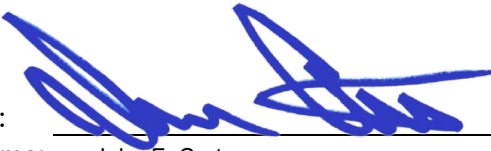
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE.]

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and a complete set of which taken together shall constitute one and the same Agreement. The parties agree and intend that a signature by electronic transmission (i.e. e-mail) of a “.pdf” data file shall bind the party so signing with the same effect as though the signature was original.

IN WITNESS WHEREOF, Association and City have executed this Agreement as of the Effective Date.

ASSOCIATION:

**WESTLAKE RESIDENCES
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: 
Name: John F. Carter
Title: President

CITY:

CITY OF WESTLAKE, FLORIDA, a Florida
municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____, City Clerk

Date: _____

APPROVED AS TO FORM & LEGALITY

_____, City Attorney

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CITY OF WESTLAKE

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE THE NON-EXCLUSIVE PERMISSIVE USE AGREEMENT BETWEEN THE WESTLAKE RESIDENCES MASTER HOMEOWNERS’ ASSOCIATION, INC. AND THE CITY OF WESTLAKE; 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 the Non-Exclusive Permissive Use Agreement between the Westlake Residences Master Homeowners Association, Inc. and the City of Westlake;

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 Council of the City of Westlake, Florida, hereby approves and authorizes the proper City Council Member to execute the Non-Exclusive Permissive Use Agreement between the Westlake Residences Master Homeowners Association, Inc. and the City of Westlake. A copy of the Agreement 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 14th day of March 2023.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, CMC, City Clerk

File Attachments for Item:

A. Palm Beach County Sheriff's Office - 2022 District 18 Annual Report



2022 Annual Report



**Palm Beach County Sheriff's Office
District 18 – City of Westlake**

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20. Community Service
21. Questions

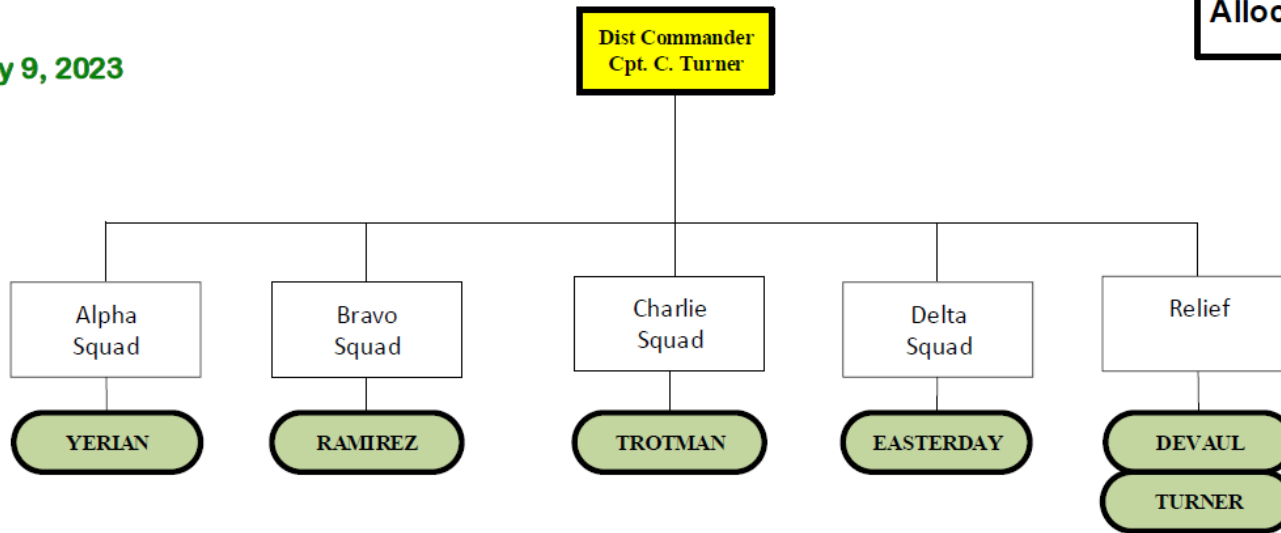
PBSO District 18 – Westlake

Organizational Chart



Sworn:	6
Sworn Vacancy:	0
Non-Sworn:	0
Non-Sworn Vacancy:	0
Part time:	0
TDY:	0
Allocations:	6

January 9, 2023



Admin Leave	Deputy	Exec/Capt LT/CE	Grants	Light Duty	Military Leave	Non--sworn	Sergeant	TDY	Unit Name	Vacancy	FMLA/WC
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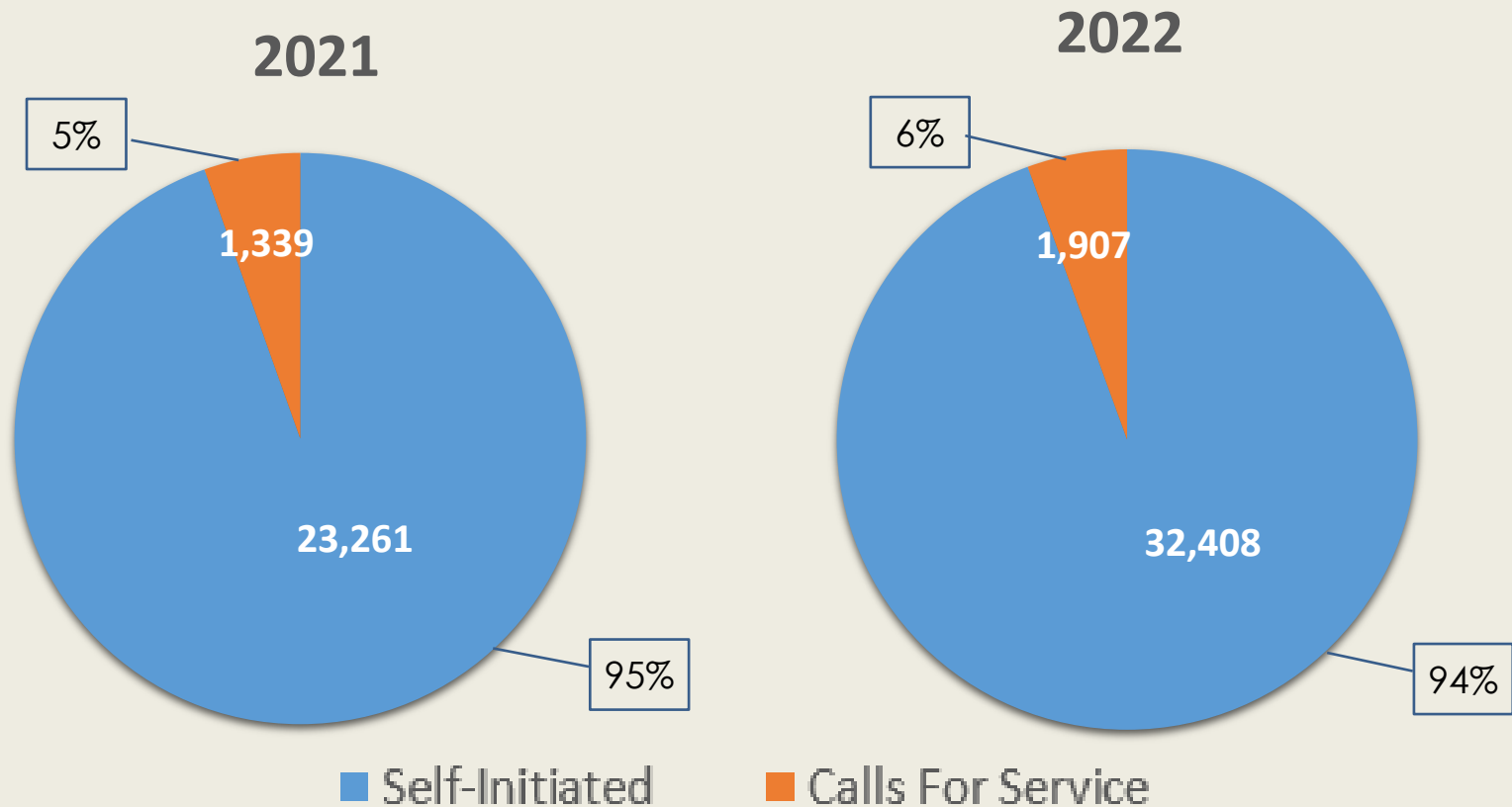
Annual Numbers

Data Source: Motorola P1

Crime		Annual				Percent Change
		2021	2022		+/-	
Person	Homicide	0	0	—	0	N/C
	Robbery	0	1	▲	1	INC
	Sexual Assault	1	0	▼	-1	-100%
	Shooting	0	0	—	0	N/C
	Stabbing	0	0	—	0	N/C
Property	Burglary Business	0	1	▲	1	INC
	Burglary Construction	10	13	▲	3	30%
	Burglary Residential	0	2	▲	2	INC
	Burglary Vehicle	0	10	▲	10	INC
	Larceny	4	8	▲	4	100%
	Stolen Vehicle	1	1	—	0	N/C
	Stolen Vehicle Recovery	0	0	—	0	N/C
	Vandalism	3	7	▲	4	133%
Statistics	Arrests and NTAs	38	38	—	0	N/C
	Traffic Crashes (3's & 4's)	53	83	▲	30	57%
	Total CAD Incidents	24,600	34,315	▲	9715	39%
	Traffic Stop (1050)	853	912	▲	59	7%
	Business/Residence (1061)	22,408	31,496	▲	9088	41%
	CAD Inc.(less 1050 & 1061)	1,339	1,907	▲	568	42%
FIR	Total FIR's	144	290	▲	146	101 %
	Gang FIR's	0	0	—	0	N/C
	Truant FIR's	0	3	▲	3	INC
	FIR's (Less truant & gang)	144	287	▲	143	99 %

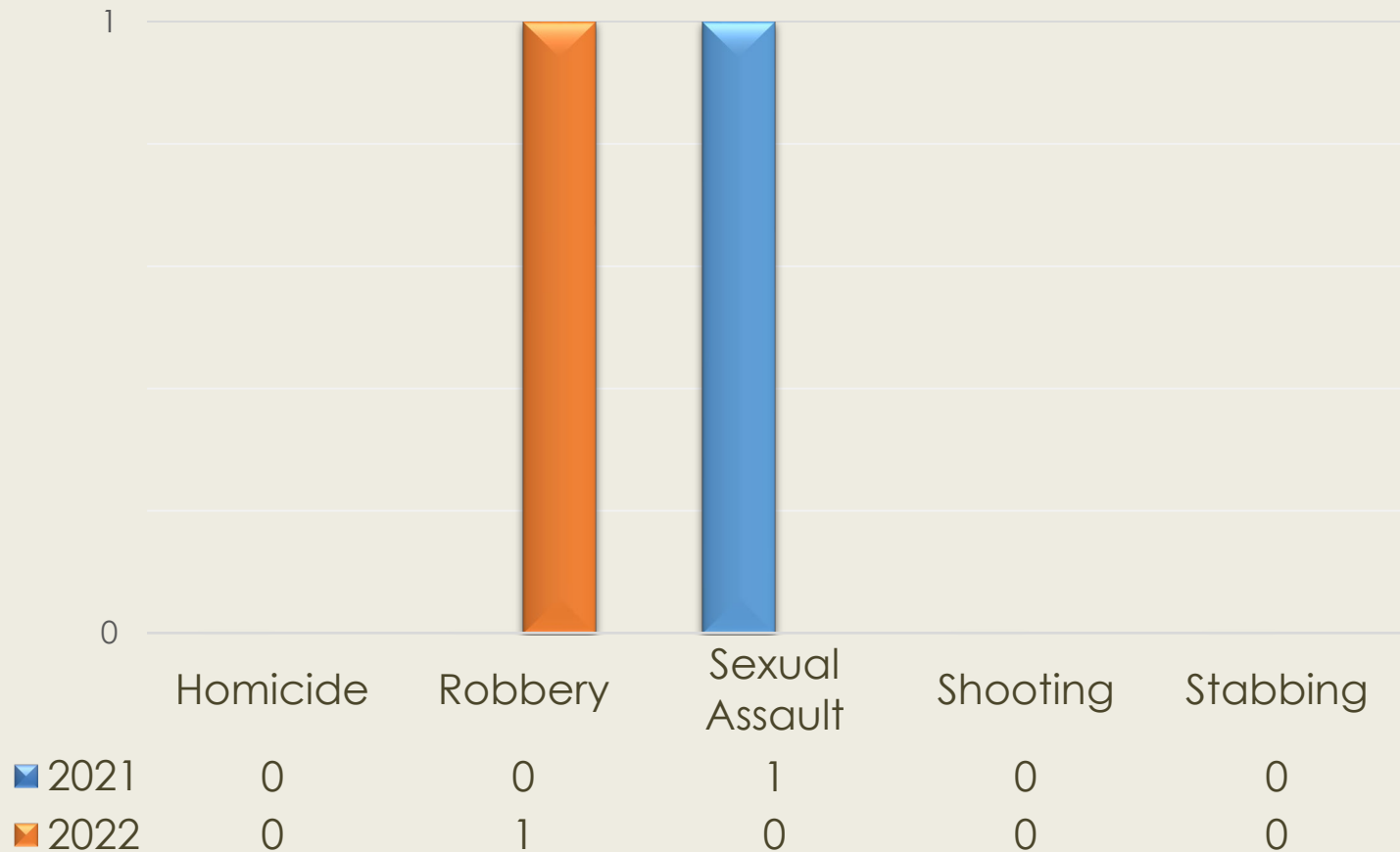
- The information in this report is based on beats within the district.
- Miscellaneous incident type codes: PPI, RED, REPO, RMS, TEST and WEL are excluded from the total CAD Incidents.
- FIR data is collected from the FIR track application.
- This report is dynamic and subject to change.

Calls for Service



- Self-Initiated Calls equal the total number of traffic stops and business/residence checks.
- Calls for Service includes all other calls.

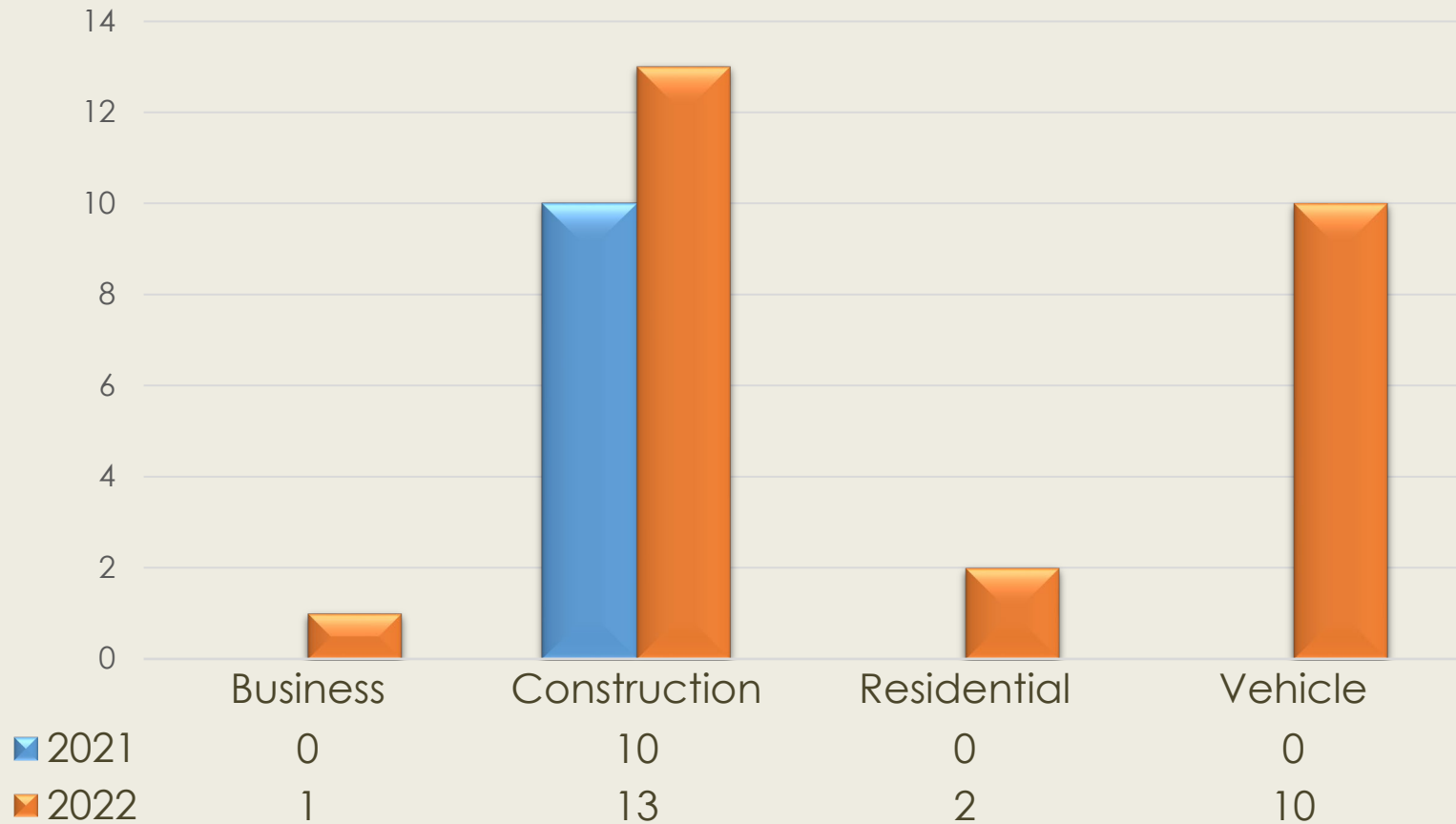
Person Crime



Data Source: Motorola P1

Property Crime

Burglaries



Data Source: Motorola P1

Map of Burglaries



Property Crime

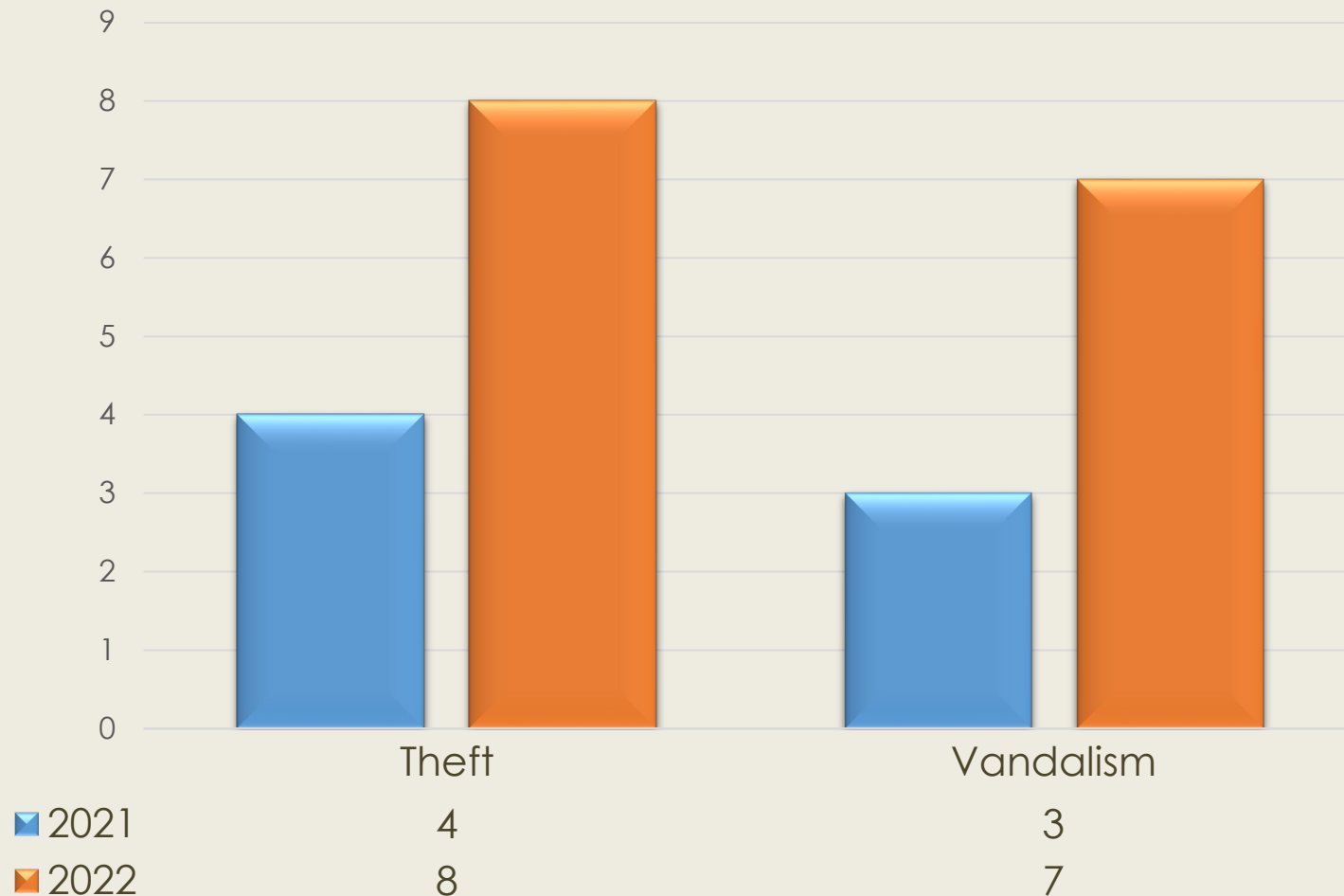
Stolen Vehicles and Recoveries



Data Source: Motorola P1

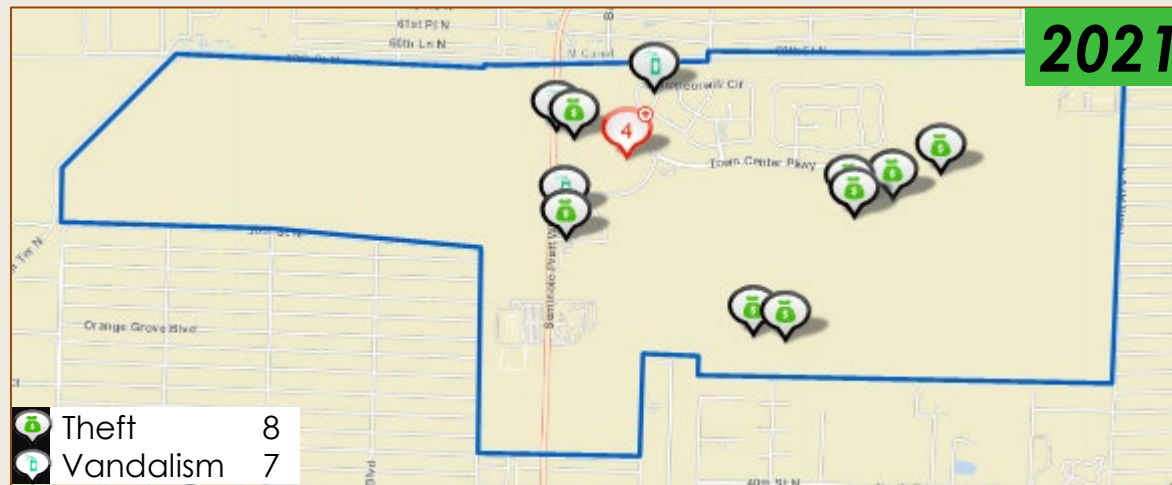
Property Crime

Theft and Vandalism

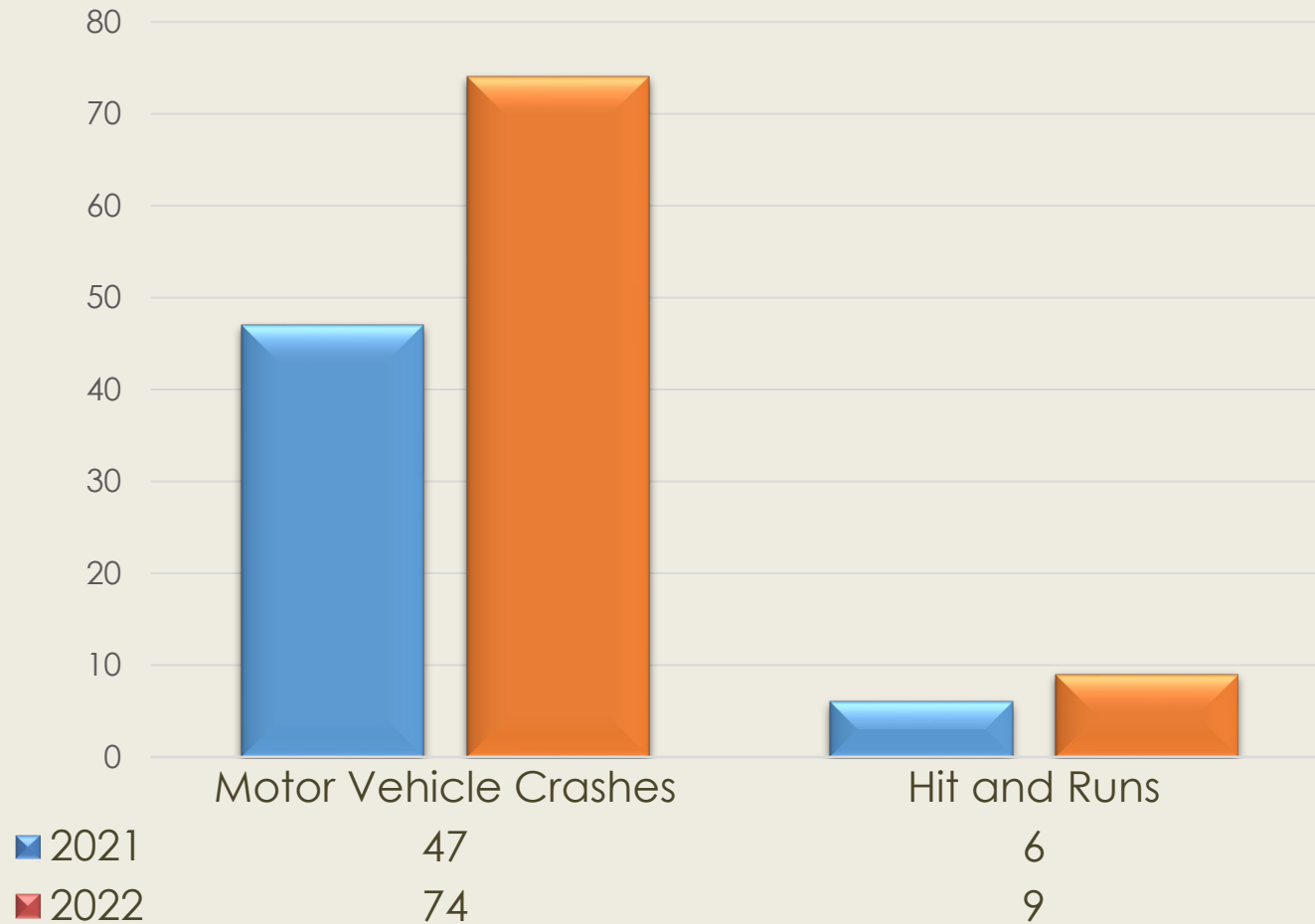


Data Source: Motorola P1

Map of Theft and Vandalism

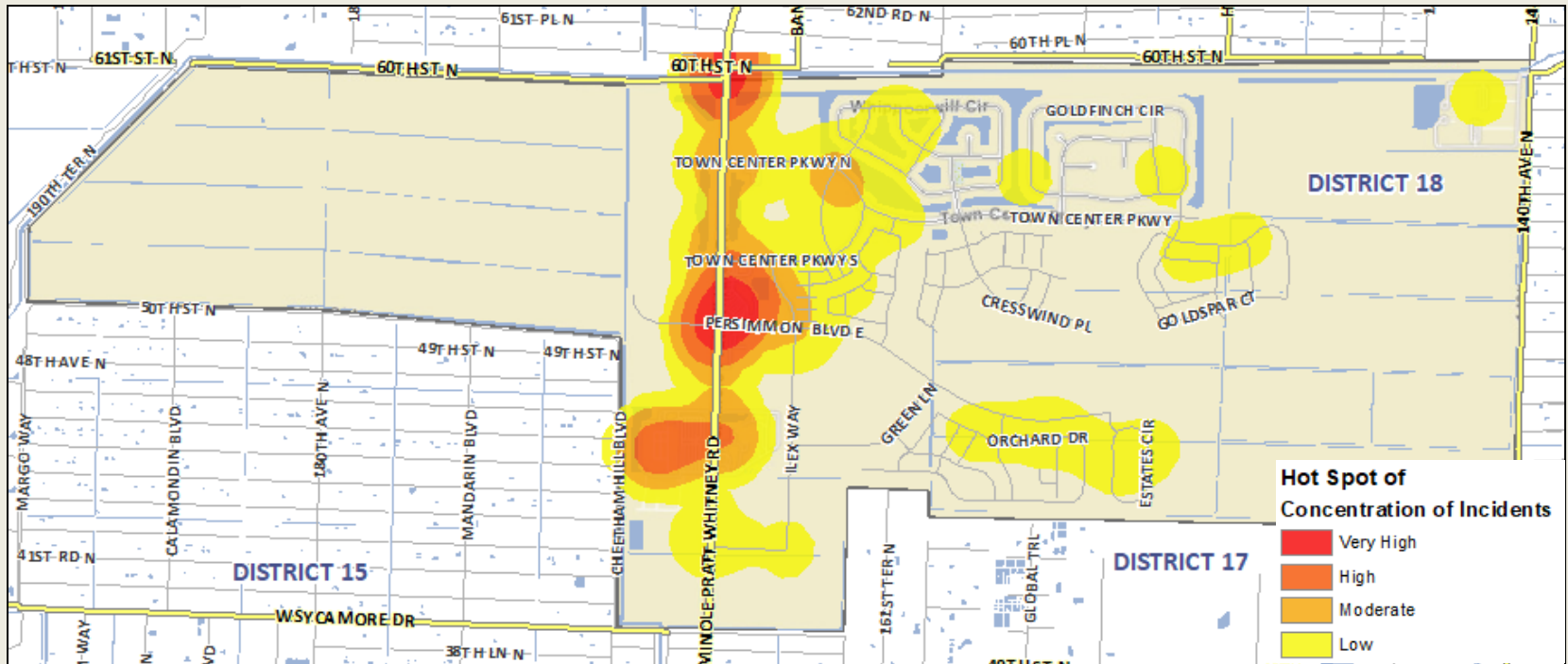


Accidents

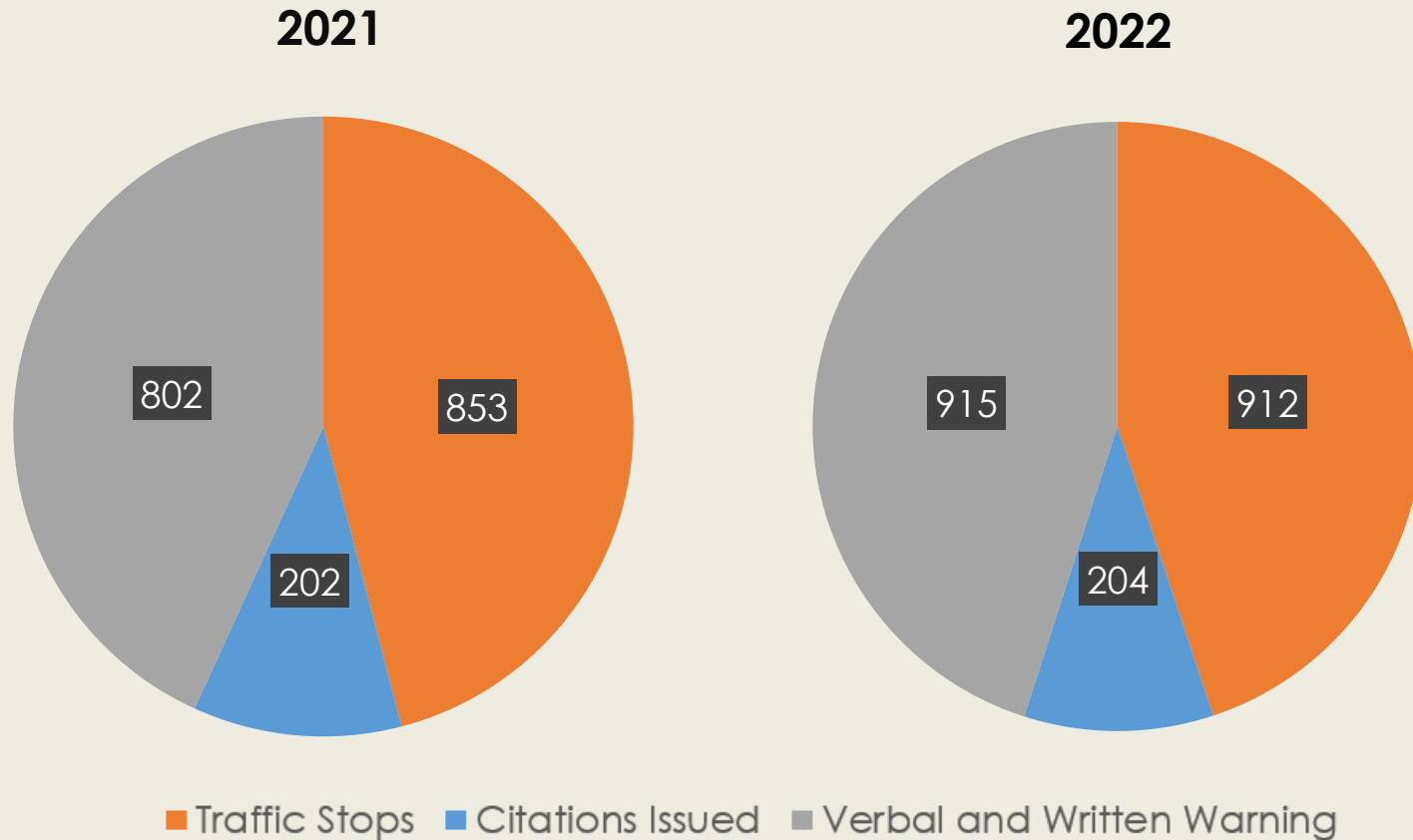


Data Source: Motorola P1

Map of Accidents

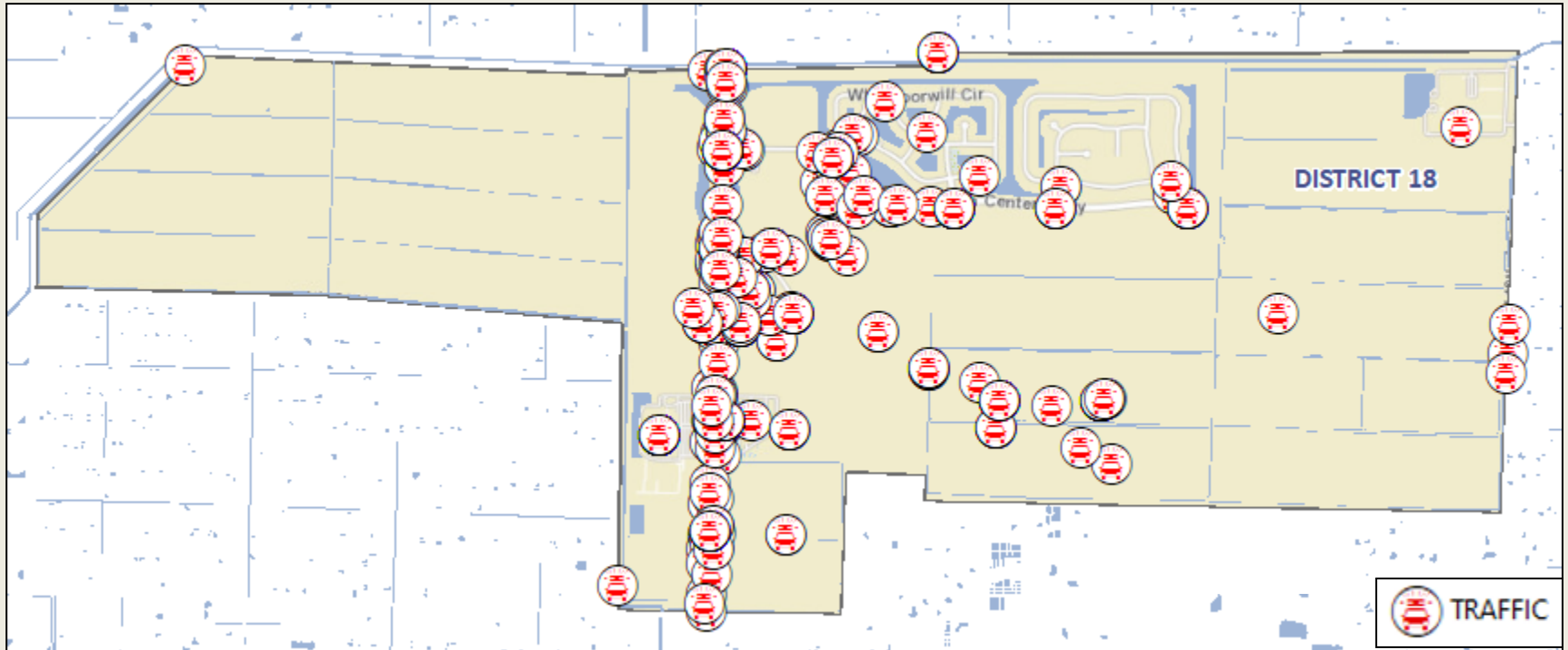


Traffic Stops, Citations and Warnings

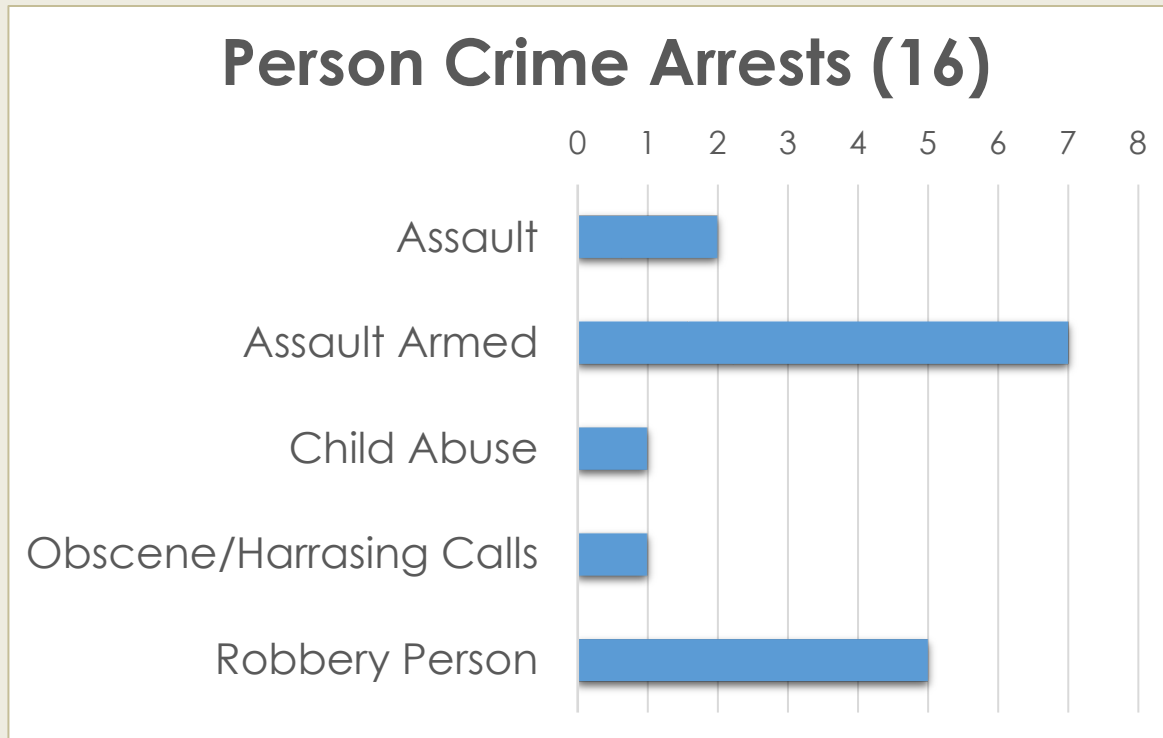


Data Source: Tracs (written warnings and citations) and Motorola P1 (verbal warnings)

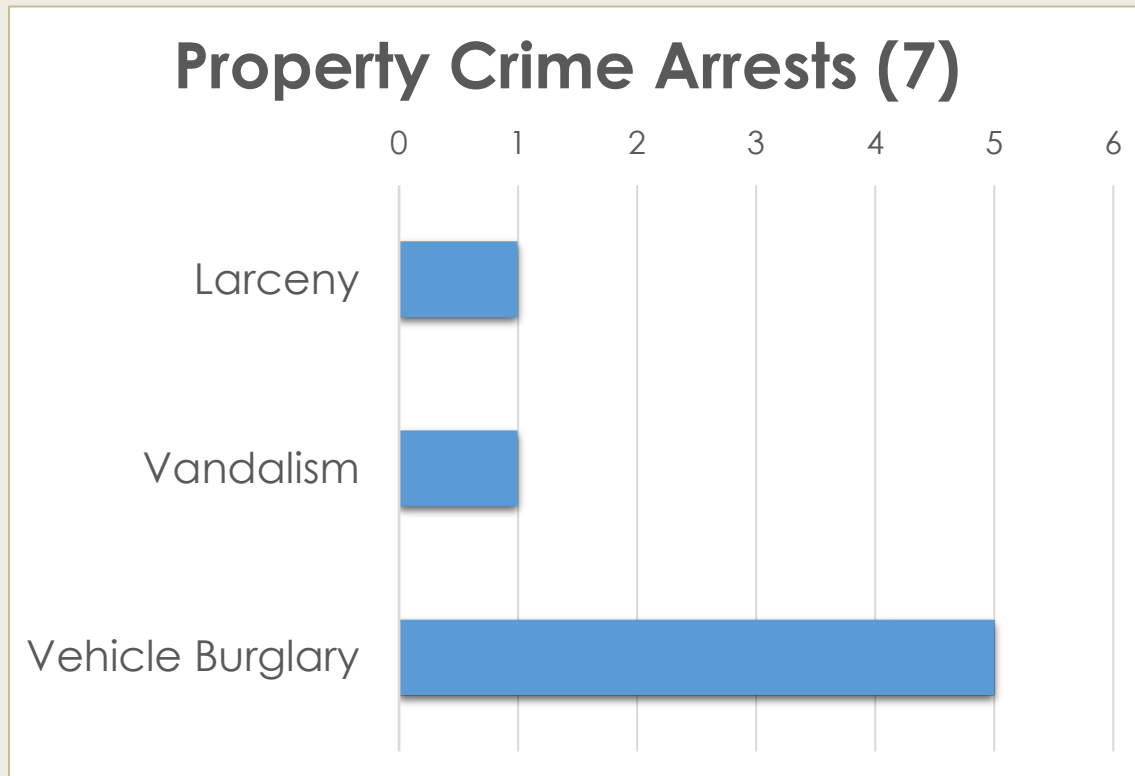
Map of Traffic Stops



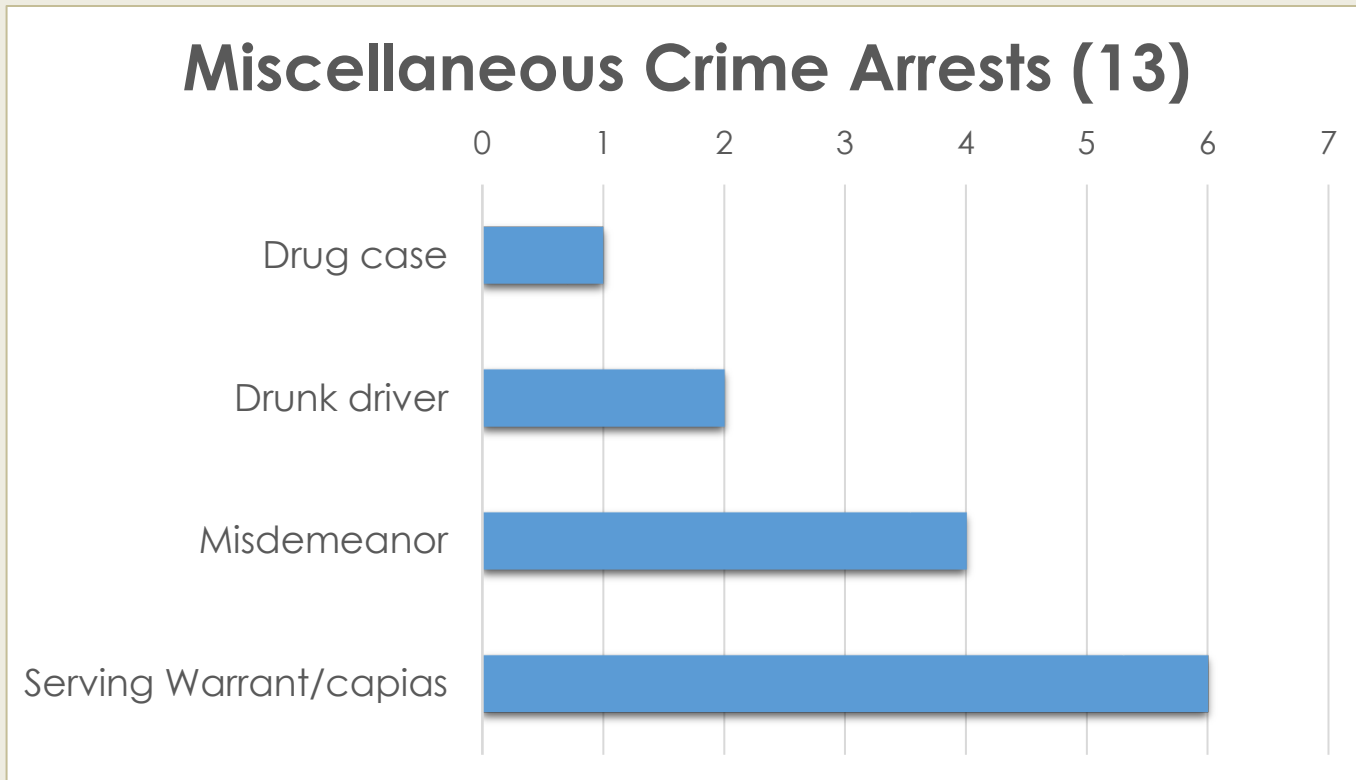
Arrests & NTAs



Arrests & NTAs



Arrests & NTAs



Community Service

4th of July
Food truck Invasion



Completed by:
Lillian Arvelo
Criminal Intelligence Analyst
Crime Analysis Unit

File Attachments for Item:

B. Palm Beach County Fire Rescue - February 2023 Report



3/1/2023

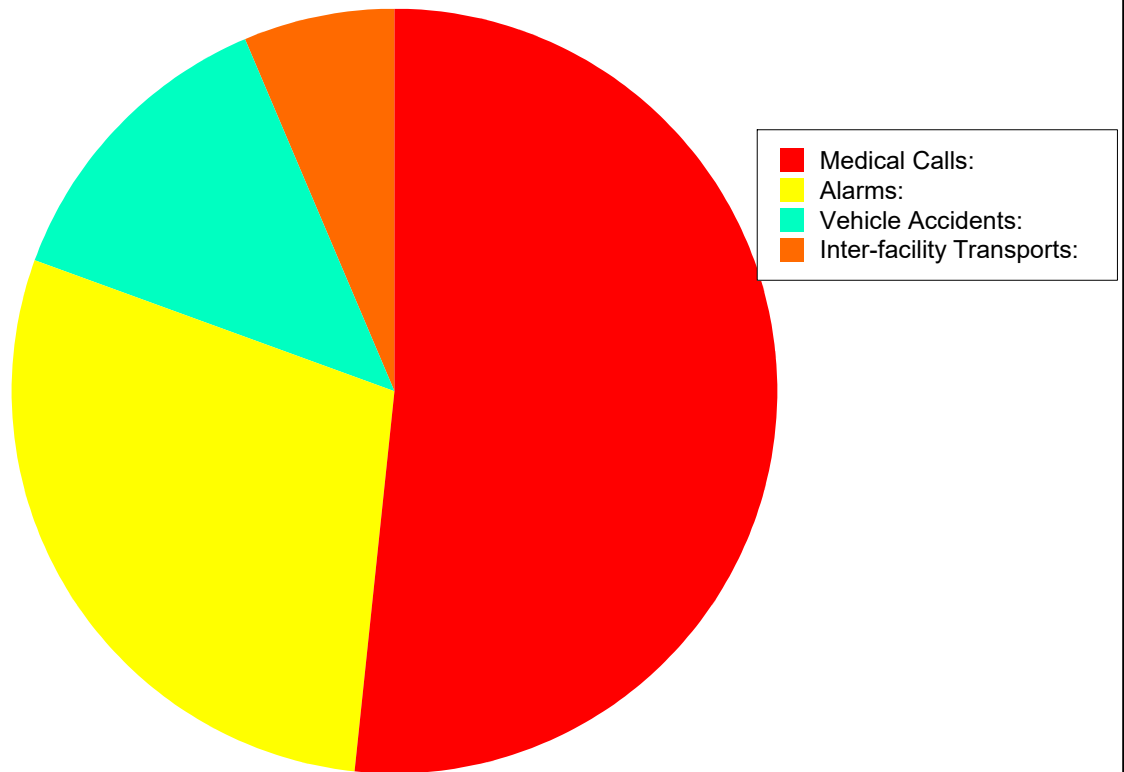
Palm Beach County Fire Rescue

Westlake - # of Calls by Type

20230201 to 20230228

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	16
Alarms:	9
Vehicle Accidents:	4
Inter-facility Transports:	2
Total number of Events:	31

Calls by Situation Dispatched





3/1/2023

Palm Beach County Fire Rescue

Westlake Response Time Report

20230201 to 20230228

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F23021944	22	Medical	SEMINOLE PRATT WHITNEY RD WLK	02/01/2023		08:16:51	08:16:57	08:17:22	08:19:48	08:49:43	0:00:31	0:00:25	0:02:26	0:03:22
F23022038	22	Medical	ORCHARD DR WLK	02/01/2023	10:35:57	10:36:21	10:36:32	10:37:22	10:43:15	11:22:13	0:00:35	0:00:50	0:05:53	0:07:18
F23023083	22	Medical	SEMINOLE PRATT WHITNEY RD/WATERS EDGE DR	02/02/2023	16:58:56	16:59:13	16:59:21	16:59:25	17:07:00	18:07:17	0:00:25	0:00:04	0:07:35	0:08:04
F23024081	22	Medical	CITRUS BLOSSOM CT WLK	02/04/2023	01:04:53	01:05:20	01:05:28	01:06:06	01:12:17	01:53:06	0:00:35	0:00:38	0:06:11	0:07:24
F23024388	22	Medical	GOLDFINCH CIR WLK	02/04/2023	14:38:29	14:38:55	14:39:01	14:39:41	14:44:18	14:52:55	0:00:32	0:00:40	0:04:37	0:05:49
F23025681	22	Medical	QUIET LAKE PL WLK	02/06/2023	12:42:56	12:43:17	12:43:36	12:44:23	12:48:28	13:33:03	0:00:40	0:00:47	0:04:05	0:05:32
F23027670	22	Medical	CRESSWIND PL/TOWN CENTER PKWY	02/09/2023	10:27:50	10:29:26	10:29:32	10:29:47	10:33:58	11:26:50	0:01:42	0:00:15	0:04:11	0:06:08
F23027996	22	Medical	BUTTONBUSH DR WLK	02/09/2023	18:36:17	18:36:42	18:36:49	18:37:26	18:41:06	19:00:48	0:00:32	0:00:37	0:03:40	0:04:49
F23028493	26	Medical	140TH AVE N WLK	02/10/2023		13:41:57	13:42:05	13:42:12	13:48:45	14:08:32	0:00:33	0:00:07	0:06:33	0:07:13
F23031740	22	Medical	SEMINOLE PRATT WHITNEY RD WLK	02/15/2023		09:22:59	09:23:05	09:23:32	09:28:48	09:54:39	0:00:31	0:00:27	0:05:16	0:06:14
F23031971	22	Medical	SEMINOLE PRATT WHITNEY RD WLK	02/15/2023	15:42:32	15:43:00	15:43:06	15:43:43	15:46:50	16:19:37	0:00:34	0:00:37	0:03:07	0:04:18
F23032012	22	Medical	SEMINOLE PRATT WHITNEY RD/TOWN CENTER PKWY S	02/15/2023	16:55:30	16:55:59	16:56:30	16:56:35	17:04:32	17:22:55	0:01:00	0:00:05	0:07:57	0:09:02
F23032621	22	Medical	SEMINOLE PRATT WHITNEY RD WLK	02/16/2023	15:13:01	15:13:02	15:13:09	15:13:56	15:16:33	15:47:39	0:00:08	0:00:47	0:02:37	0:03:32
F23033417	22	Medical	WHIPPOORWILL CIR WLK	02/17/2023	16:21:55	16:22:34	16:22:41	16:23:16	16:27:33	17:22:04	0:00:46	0:00:35	0:04:17	0:05:38
F23033689	22	Medical	CAMEO CT WLK	02/18/2023	01:16:59	01:17:16	01:17:25	01:18:29	01:23:02	02:11:20	0:00:26	0:01:04	0:04:33	0:06:03
F23036313	22	Medical	HUMMINGBIRD LN WLK	02/21/2023	20:58:20	20:59:26	20:59:31	21:00:18	21:05:20	21:30:05	0:01:11	0:00:47	0:05:02	0:07:00
F23037902	22	Medical	HUMMINGBIRD LN WLK	02/24/2023	08:21:59	08:22:39	08:23:15	08:23:49	08:28:34	09:25:49	0:01:16	0:00:34	0:04:45	0:06:35
F23038079	22	Medical	SANDY SHORE DR WLK	02/24/2023	12:10:37	12:10:59	12:11:06	12:11:37	12:15:00	12:58:52	0:00:29	0:00:31	0:03:23	0:04:23
F23040114	22	Medical	SEA TURTLE PL WLK	02/27/2023	08:34:26	08:35:17	08:35:24	08:36:13	08:40:29	09:13:14	0:00:58	0:00:49	0:04:16	0:06:03
Average Response Times:											0:00:42	0:00:34	0:04:45	0:06:01
Non Emergency Calls:														
F23023723	22	Fire Alarm	WHIPPOORWILL CIR WLK	02/03/2023		14:27:09	14:27:19	14:27:38	14:30:12	15:00:28	0:00:35	0:00:19	0:02:34	0:03:28



3/1/2023

Palm Beach County Fire Rescue

Westlake Response Time Report

20230201 to 20230228

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
F23027707	22	Fire Alarm	COQUINA PL WLK	02/09/2023		11:30:08	11:30:13	11:30:53	11:35:27	11:37:05	0:00:30	0:00:40	0:04:34	0:05:44
F23029278	22	Fire Alarm	GOLDFINCH CIR WLK	02/11/2023		16:13:05	16:13:12	16:13:50	16:19:22	16:20:29	0:00:32	0:00:38	0:05:32	0:06:42
F23034593	22	Fire Alarm	SAND DOLLAR DR WLK	02/19/2023		11:46:25	11:46:51	11:47:42	11:53:43	11:55:56	0:00:51	0:00:51	0:06:01	0:07:43
F23037067	22	Medical	PERSIMMON BLVD E WLK	02/23/2023	00:30:12	00:31:40	00:31:47	00:32:46	00:36:13	01:20:01	0:01:35	0:00:59	0:03:27	0:06:01
F23038256	22	Fire Alarm	GOLDFINCH CIR WLK	02/24/2023		15:34:11	15:34:18	15:34:51	15:48:00	15:51:32	0:00:32	0:00:33	0:13:09	0:14:14
F23039432	22	Fire Alarm	GOLDFINCH CIR WLK	02/26/2023		09:58:51	09:59:02	09:59:47	10:06:23	10:11:16	0:00:36	0:00:45	0:06:36	0:07:57
F23041165	22	Medical	PERSIMMON BLVD E WLK	02/28/2023	17:34:56	17:35:19	17:35:29	17:36:18	17:38:40	18:29:21	0:00:33	0:00:49	0:02:22	0:03:44
F23041195	22	Fire Alarm	KEY BISCAYNE LN WLK	02/28/2023		18:17:35	18:17:42	18:18:28	18:23:16	18:26:35	0:00:32	0:00:46	0:04:48	0:06:06
Corrupt Data:														
F23027228	22	Medical	QUIET LAKE PL/PERSIMMON BLVD E	02/08/2023	16:41:52	16:42:30	16:42:41	16:43:28		16:46:25	Empty Time Fields			
F23022605	22	Fire Alarm	ORCHARD DR WLK	02/02/2023		02:10:54	02:11:00	02:12:17		02:17:46	Empty Time Fields			
F23027186	22	Fire Alarm	GOLDFINCH CIR WLK	02/08/2023		15:25:07	15:25:12	15:25:53		15:29:01	Empty Time Fields			

Total number of Events: 31

*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.