

# CITY OF WESTLAKE



## AGENDA

### City Council Regular Meeting

Monday, November 30, 2020 at 6:30 PM  
(Rescheduled from November 9, 2020)

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

This meeting shall take place at the **Westlake Community Center/City Council Chambers located at 4005 Seminole Pratt Whitney Road, Westlake, Florida, 33470** and publicly viewed Via Communications Media Technology.

Members of the public may participate in the meeting through electronic means and may access as follows:

1. Join the Webex meeting from your computer, tablet or smartphone at the following link:

<https://cityofwestlake.my.webex.com/>

Meeting ID: 132 223 5480

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: 132 223 5480

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 provided via the City website:

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

### CITY COUNCIL:

Roger Manning, Mayor  
Katrina Long Robinson, Vice Mayor  
Patric Paul, Council Member – Seat 1  
Kara Crump, Council Member – Seat 2  
JohnPaul O’Connor, Council Member – Seat 3

### CITY STAFF:

Ken Cassel, City Manager  
Pam E. Booker, City Attorney  
Zoie P. Burgess, City Clerk

[TENTATIVE: SUBJECT TO REVISION]

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

**PUBLIC COMMENTS AND REQUESTS- (OPEN FORUM NON-AGENDA ITEMS)**

*This section of the agenda allows for comments from the public to speak on any item not presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing the 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 City Council Member requests such, in which event, the item will be removed from the Consent Agenda and considered on a future agenda.*

- A. Approval of Meeting Minutes
  - 1. October 12, 2020 - City Council Regular Meeting Minutes - DRAFT
- B. Approval Finance Statement
  - 1. Financial Statement as of September 30, 2020

**PRESENTATIONS/PROCLAMATIONS**

**PUBLIC HEARING**

- A.** Final Plat for the Westlake Plaza

**Submitted By:** Engineering Department

**RESOLUTION 2020-32**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR THE WESTLAKE PLAZA PLAT BEING A REPLAT OF -PORTION OF TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.**

- B.** Master Site Plan for POD G, the Publix at Westlake Plaza.

**Submitted By:** Legal

**RESOLUTION 2020-33**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN FOR THE PUBLIX AT WESTLAKE PLAZA,**



**CONTAINING A FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A; A BANK WITH DRIVE THROUGH ON PARCEL B; A SIT-DOWN RESTAURANT, ON PARCEL C; FUTURE RETAIL ON PARCEL D; AND A PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, A LIQUOR STORE, AND INLINE RETAIL ON PARCEL E, LOCATED AT 16841 PERSIMMON BOULEVARD SOUTH, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

- C.** Site Plan for the Publix Grocery Store located in the Westlake Plaza

**Submitted By:** Legal

**RESOLUTION 2020-34**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 48,367 SQUARE FOOT PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, AN APPROXIMATELY 1,400 SQUARE FOOT LIQUOR STORE, AND APPROXIMATELY 9,600 SQUARE FEET OF INLINE RETAIL, LOCATED IN THE WESTLAKE PLAZA, LOCATED AT 16841 PERSIMMON BOULEVARD WEST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**OLD BUSINESS**

- A.** [SID/City](#) Relationship - Discussion and Action Directing City Services – Engineering (Stormwater)

**Submitted By:** Administration

**NEW BUSINESS**

- A.** Solid Waste Authority – Revised Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for Municipal Revenue Sharing Recycling Program

**Submitted By:** Kenneth Cassel, City Manager

- B.** Corrective Action for Resolution 2020-29 (Adopting the Final Ad Valorem Millage Rate) to identify error in reporting percentage and roll-back rate.

**Submitted By:** Finance

**RESOLUTION – 2020-35**

**A CORRECTIVE RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CORRECTING RESOLUTION 2020-29, ADOPTING THE FINAL AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021.**

- C.** [Palm](#) Beach County Municipal Cares Act Reimbursement Program

**Submitted By:** Administration

[D. Discussion](#) regarding City Attorney Contract, Transparency and Accountability to City Council

**Submitted By:** Administration

### **CITY COUNCIL COMMENTS**

- A. Councilman JohnPaul O'Connor
- B. Councilwoman Kara Crump
- C. Councilman Patric Paul
- D. Vice Mayor Katrina Long Robinson
- E. Mayor Roger Manning

### **REPORT - STAFF**

[A.](#) Palm Beach County Fire Rescue - Monthly Report: September

**Submitted By:** William Rowley, District Chief

For Informational Purposes Only

[B.](#) Palm Beach County Sheriff's Office - Monthly Report: September

**Submitted By:** Lieutenant Craig Turner, Commander

For Informational Purposes Only

[C.](#) [Palm](#) Beach County Sheriff's Office - Monthly Report: October

**Submitted By:** Lieutenant Craig Turner, Commander

For Informational Purposes Only

[D.](#) [Palm](#) Beach County Fire Rescue - Monthly Report: October

**Submitted By:** William Rowley, District Chief

For Informational Purposes Only

### **REPORT - CITY ATTORNEY**

### **REPORT - CITY MANAGER**

### **PUBLIC COMMENTS - AGENDA ITEMS ONLY**

*This section of the agenda allows for comments from the public to speak on items only presented on the agenda. 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.*

### **ADJOURNMENT**

Next Meeting (Subject to Change or be Cancelled): **December 14, 2020**

**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:** November 3, 2020, REVISED - November 9, 2020

**File Attachments for Item:**

1. October 12, 2020 - City Council Regular Meeting Minutes - DRAFT

# CITY OF WESTLAKE



## MINUTES - DRAFT

### City Council Regular Meeting

Monday, October 12, 2020 at 6:30 PM

This meeting took place at the **Westlake Community Center/City Council Chambers located at 4005 Seminole Pratt Whitney Road, Westlake, Florida, 33470** and publicly viewed **Via Communications Media Technology**. Members of the public participated in the meeting through electronic means with access as follows:

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### CITY COUNCIL:

Roger Manning, Mayor  
Katrina Long Robinson, Vice Mayor  
Patric Paul, Council Member – Seat 1  
Kara Crump, Council Member – Seat 2  
JohnPaul O'Connor, Council Member – Seat 3

### CITY STAFF:

Ken Cassel, City Manager  
Pam E. Booker, City Attorney  
Zoie P. Burgess, City Clerk

A REGULAR meeting of the City Council of the City of Westlake was held on Monday, October 12, 2020 at 6:30 PM., at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Westlake, Florida 33470.

As a preliminary matter, Ms. Burgess noted that Mayor Manning, Vice Mayor Long-Robinson Councilman Paul, Councilwoman Crump and Councilman O'Connor are present physically. Ms. Burgess noted that City Manager, Kenneth Cassel and City Attorney Booker and Planning & Zoning Director were present physically and City Clerk, Burgess was attending via communications media technology.

Ms. Burgess identified the speakers on the agenda, Mr., Jonathan Brown was present and capable of speaking and hearing.

Ms. Burgess provided further instruction regarding public comments, noting that comments will be acknowledged by the Mayor and accepted at the appropriate times as indicated in the Agenda and those who wish to speak may use the "virtual" hand raise feature. Ms. Burgess provided the disclaimer that the meeting is being recorded by both voice and video, reminding the audience that microphones are live. Ms. Burgess further explained that microphones will be muted; audience members have the ability to unmute themselves and anyone that has called in should mute their device. Ms. Burgess noted that anyone causing a disruption or being inappropriate will be removed from the meeting. Ms. Burgess reminded Council Members physically present to utilize microphones.

### **CALL TO ORDER**

Mayor Manning called the City of Westlake Regular City Council meeting of October 12, 2020 to order at 6:32 PM.

### **ROLL CALL**

Present and constituting a quorum:

Mayor Roger Manning  
Vice Mayor Katrina Long- Robinson  
Councilman JohnPaul O'Connor  
Councilman Patric Paul  
Councilwoman Kara Crump

Also present:

Kenneth Cassel, City Manager  
Pam E. Booker, Esq. City Attorney  
Zoie P. Burgess, CMC, City Clerk - Present via communications media technology  
Nilsa Zacarias, Planning & Zoning Director

### **PLEDGE OF ALLEGIANCE**

Mayor Manning led the Pledge of Allegiance.

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

Mayor Manning called for any additions, deletions or modifications to the Agenda. There being none, the Mayor called for a motion

Motion by Vice Mayor Long-Robinson to approve agenda, seconded by Councilwoman Crump.

**UPON ROLL CALL:**

Mayor Manning	YES
Vice Mayor Long- Robinson	YES
Councilman O'Connor	YES
Councilwoman Crump	YES
Councilman Paul	YES

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

**PUBLIC COMMENTS AND REQUESTS- (OPEN FORUM NON-AGENDA ITEMS)**

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Ms. Burgess noted there were no public comment cards received prior to the meeting.

Ms. Burgess gave the virtual participants a moment to raise a virtual hand or unmute their devices and provided a reminder to state name and address.

There being no comment, the next item followed.

**CONSENT AGENDA**

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

Mayor Manning introduced the Consent Agenda Item.

Motion by Councilwoman Crump to approve consent agenda, seconded by Councilman Paul.

**UPON ROLL CALL:**

Councilman O'Connor YES  
Councilwoman Crump YES  
Councilman Paul YES  
Vice Mayor Long- Robinson YES  
Mayor Manning YES

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

- A. Approval of Meeting Minutes
  - 1. September 14, 2020 - First Budget Hearing Minutes - DRAFT
  - 2. September 14, 2020 - City Council Regular Meeting Minutes - DRAFT
  - 3. September 21, 2020 - Final Public Budget Hearing Minutes - DRAFT
- B. Approval Finance Statement
  - 4. Financial Statement as August 31, 2020

### **PRESENTATIONS/PROCLAMATIONS**

- E. Presentation - Palm Beach County Department of Housing and Economic Sustainability (HES)

**Presented By:** Jonathan B. Brown, Director

Mayor Manning introduced Presenter Jonathan Brown.

Jonathan Brown, the Director of Palm Beach County Department of Housing and Economic Sustainability, introduced himself, noting that his department oversees the housing programs throughout the County.

Mr. Brown provided a PowerPoint Presentation to identify the various housing programs available in the County. Mr. Brown provided statistical slides related to household occupancy and wage income variables.

Council questions and discussion.

There being no further discussion, the next item followed.

### **PUBLIC HEARING**

- F. **ORDINANCE 2020-12** - Amendments to Chapter 3, to add additional Setback Provisions For Residential Zoning Districts of Residential-1 (R1) and Residential-2 (R2) (Second Reading).

**Submitted By:** Legal

**ORDINANCE 2020-12 - AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER THREE ENTITLED "ZONING DISTRICTS AND STANDARDS", TO INCLUDE ADDITIONAL SETBACK PROVISIONS FOR RESIDENTIAL ZONING DISTRICTS OF RESIDENTIAL-1 (R1) AND RESIDENTIAL-2 (R2), PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

Mayor Manning introduced item, Ordinance 2020-12 - Amendments to Chapter 3, to add additional Setback Provisions For Residential Zoning Districts of Residential-1 (R1) and Residential-2 (R2) (Second Reading).

Ms. Zacarias provided a PowerPoint Presentation to provide background, an overview and clarification of revisions, and requests made for Ordinance 2020-12.

City Council, City Attorney and City Manager provided comment and feedback during the progression of the presentation.

Ms. Zacarias continued PowerPoint Presentation, noting each objection submitted by Minto PBLH Counsel and staff's related comments, if any and/or revision made.

City Council provided additional comment and inquiry during the progression of the presentation.

Ms. Zacarias displayed staff's recommendation and conditions as presented in the Staff Report.



Mr. Cassel requested clarification of changes presented.

Ms. Kathryn Rossmell, attorney with Lewis, Longman and Walker representing Minto PBLH requested additional comment time, approved by Mayor Manning and provided feedback to include concerns, requests, and any exceptions to staff comments in the order presented by Ms. Zacarias.

Council inquiry and further discussion with Ms. Zacarias and Ms. Rossmell.

Ms. Rossmell continued with comments and further expressed concerns of the ability to adopt an Ordinance with conditions and inquired if the conditions would be included in the language of the Ordinance. Ms. Zacarias explained conditions were included in the staff report. Ms. Booker further explained that there is no proposal to have the language in the Ordinance, that it would be part of the application process. For further clarification, Ms. Rossmell inquired if it would be a Code requirement. Ms. Booker confirmed that it would not. For council clarification, Mr. Cassel identified the two (2) conditions that would be part of the application process, specifically, the applicant will comply with building department requirements and the applicant will provide copy of the section of the HOA document referencing the maintenance easement along with letter of approval from HOA for installation of standby generator. Ms. Rossmell noted that Minto would object to an application having requirements that are not found in Code. Ms. Booker noted that the department would address the first item and that the application can require a letter from the HOA as there are several items that are not codified with application processes.

Councilman O'Connor noted that he is opposed to requesting an HOA approval letter. Ms. Booker noted that the City is not enforcing, but the applicant needs to be aware that there is another process or procedure and noted that language is not in the Ordinance.

Ms. Booker provided additional comment and suggested changes to #2 noting that there is an agreement to interpretation. Ms. Booker further commented and addressed concern of more interpretation being needed and an issue of subjectivity on the item of plant material. Ms. Rossmell interjected, noting that if there is plant material that there be a waiver process. Ms. Zacarias noted that staff does not have a problem with additional screening and landscaping, the concern is with the 7.5 feet to have additional screening on the neighbor's side. Ms. Rossmell clarified that the issue is when space and safety may not allow for plant material that there would be an exception granted.

Councilman O'Connor explained that it should be handled by the HOA. Ms. Booker noted that the City can not mandate what the HOA does, as the HOA may choose to not have any screening.

Mr. Cassel for clarification confirmed that Item 3, 16 and 18 changes would be incorporated. Ms. Booker confirmed Mr. Cassel's inquiry and further confirmed each change, noting the remaining outstanding item related to language regarding the 7.5 foot side yard setback.

Further Council discussion and inquiry by Vice Mayor Long Robinson regarding language that may be in conflict suggested by Ms. Rossmell. Ms. Rossmell noted that it may be agreed upon by deleting 3 and 16 to identify the change of balconies with support structures that touch the ground. Ms. Zacarias noted that item 11 still remains noting that Chapter 3 can be amended to include walkway and driveway. Ms. Rossmell does not suggest that the particular language be identified in the suggested area of the Code.

Council discussion and request by Councilman Paul to table the item. Councilman O'Connor objected to tabling as there is a health and safety need to pass the Ordinance. Councilwoman Crump noted that everything has been resolved except the location in the code for driveways and walkways. Ms. Rossmell suggested that this item be removed and it can be further worked on with staff.

Ms. Booker reviewed the current language and noted that at the discretion Council, but due to the urgency, the language for item 11 can be removed and an amendment for Chapter 3 can be brought back before Council at a later date.

Ms. Burgess read, by title only, noting second reading, Ordinance 2020-12.

Motion by Councilman O'Connor to adopt Ordinance 2020-12 amending Chapter 3 with recommendations, seconded by Councilwoman Crump.

**UPON ROLL CALL:**

Vice Mayor Long- Robinson	YES
Mayor Manning	YES
Councilman Paul	YES
Councilwoman Crump	YES
Councilman O'Connor	YES

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

- G. ORDINANCE 2020-11** - An Ordinance allowing the use of golf carts upon designated Rights-of-Ways, Rural Parkway Easements and Multi-Modal Paths throughout the City (Second Reading).

**Submitted By:** Legal

**ORDINANCE 2020-11 - AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ALLOWING THE USE OF GOLF CARTS UPON DESIGNATED CITY ROADS IN THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

Mayor Manning introduced item, Ordinance 2020-11 - An Ordinance allowing the use of golf carts upon designated Rights-of-Ways, Rural Parkway Easements and Multi-Modal Paths throughout the City (Second Reading).

Ms. Booker noted that there were changes and identified for the record. Councilman O'Connor confirmed that there would be a 90-day timeframe to comply. Ms. Booker confirmed. Ms. Rossmell noted that there is one requested change in Section 3 A (3) where it lists rural parkway easements and multi-modal paths, to add shared use paths to be consistent throughout the Ordinance. Ms. Booker confirmed.

Ms. Burgess read, by title only, noting second reading, Ordinance 2020-11.

Motion by Councilman O'Connor to adopt Ordinance 2020-11, seconded by Vice Mayor Long Robinson

**UPON ROLL CALL:**

Councilwoman Crump	YES
Councilman Paul	YES
Councilman O'Connor	YES
Mayor Manning	YES
Vice Mayor Long- Robinson	YES

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

**REGULAR AGENDA**

- H. First Addendum to the Law Enforcement Service Agreement

**Submitted By:** Ken Cassel, City Manager

Mayor Manning introduced item. Mr. Cassel explained that the item is an addendum to the agreement noting the fees remain the same.

Motion by Vice Mayor Long Robinson to approve the First Addendum to the Law Enforcement Service Agreement, seconded by Councilwoman Crump.

**UPON ROLL CALL:**

Councilwoman Crump	YES
Councilman O'Connor	YES
Councilman Paul	YES
Vice Mayor Long- Robinson	YES
Mayor Manning	YES

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

**NEW BUSINESS**

I. City Council Liaison - Education and Youth Advisory Board

**Submitted By:** Zoie Burgess, City Clerk

RESOLUTION 2020-31 – Selecting a Member of the City Council to serve in the position of City Council Liaison to the Education and Youth Advisory Board

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, SELECTING A MEMBER OF THE CITY COUNCIL TO SERVE IN THE POSITION OF CITY COUNCIL LIAISON TO THE EDUCATION AND YOUTH ADVISORY BOARD.**

Mayor Manning introduced item.

Councilman O'Connor nominated Vice Mayor Long-Robinson to serve as liaison to the Education and Youth Advisory Board; Council agreed.

Vice Mayor Long-Robinson accepted and suggested to Council that the individuals that serve in such a capacity provide the board with a welcome letter thanking each individual for their services. Council agreed.

Motion by Councilman O'Connor to recommend Vice Mayor Long-Robinson as the liaison, seconded by Councilwoman Crump.

**UPON ROLL CALL:**

Mayor Manning	YES
Vice Mayor Long- Robinson	YES
Councilman Paul	YES
Councilwoman Crump	YES
Councilman O'Connor	YES

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

**CITY COUNCIL COMMENTS**

A. Councilman JohnPaul O'Connor

Councilman O'Connor commented on the trash bill recently received by residents and recommending holding the late fee.

B. Councilwoman Kara Crump

Councilwoman Crump had no comments.

C. Councilman Patric Paul

Councilman Paul Inquired to the status of the permits required for the extension of driveways and moving forward with those that have already completed. Mr. Cassel provided an update. Councilman Paul inquired if the rules and requirements had been posted to the website. Mr. Cassel confirmed that he would direct the City Clerk to post the updated checklist.

D. Vice Mayor Katrina Long Robinson

Vice Mayor Long-Robinson provided an update to the 2020 census and update regarding current statistics for Westlake.

Vice Mayor Long-Robinson requested the early voting link be shared with the locations

Vice Mayor Long-Robinson inquired of Publix and the possibility of incubator spacing and if staff would meet with Council to review programs for small businesses.

Vice Mayor Long-Robinson requested a report on the international soccer school and Christ fellowship. Mr. Cassel provided update noting the international soccer school is still moving forward and Christ fellowship is currently in a holding pattern because of COVID.

Vice Mayor Long-Robinson inquired of any additional departments expected. Mr. Cassel explained that he expects to expand the City Clerk's office, building department and stepping up code enforcement; however, behind the gate is an HOA function. Mr. Cassel will provide an update to HOA regarding efforts for Code Enforcement.

Vice Mayor Long-Robinson inquired of the amount of funds in the HAPPY program. Mr. Cassel provided update on the number of funds and the number of applicants being provided with assistance, and current applications being reviewed.

E. Mayor Roger Manning

Mayor Manning thanked staff and Council for their efforts.

**REPORT - STAFF**

No additional staff reports, the next item followed.

**REPORT - CITY ATTORNEY**

Ms. Booker provided an update regarding the process to include solid waste collection on the tax roll, noting it is in process.

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## **REPORT - CITY MANAGER**

Mr. Cassel noted the shortage of trash cans and efforts being made to secure.

Mr. Cassel followed up to a previous email regarding a special meeting to be held November 2nd to complete staff reviews.

Mr. Cassel discussed new site developments and developing PODs.

Mr. Cassel noted continued discussions with County regarding fueling stations and C-2 development.

Mayor Manning inquired to the status of identifying the City facilities in comparison to other city's facilities. Mr. Cassel explained that planning and zoning is completing review and will provide an overview for what all 39 municipalities have.

## **PUBLIC COMMENTS - AGENDA ITEMS ONLY**

*This section of the agenda allows for comments from the public to speak on items only presented on the agenda. 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.*

Mayor Manning called for any public comments.

Ms. Burgess noted there were no public comment cards received prior to the meeting.

Ms. Burgess gave the virtual participants a moment to raise a virtual hand or unmute their devices and provided a reminder to state name and address.

**Nancy Bongiovanni - 16016 Whippoorwill Circle** - Provided a thank you on the movement of the stand-alone generators and appreciates her request being accentuated and made into a viable matter.

**Alicia Torres - 5847 Whippoorwill Circle** - Inquired of Sky Cove South and if the original sky cove would be identified as Sky Cove North. Mr. Cassel believes it will be as there will be two separate HOAs under the master.

Ms. Torres in reference to Ordinance 2020-12, inquired if the residents may move forward in submitting applications. Mr. Cassel confirmed that residents may move forward and thanked staffed for the zoning for the Generators.

**Lieutenant Turner - PBSO** - Acknowledged there are a couple of juvenile group homes in the general vicinity and there is a need of mentors and would like to inquire of the citizens if there is any interest. Mr. Cassel acknowledged that information may be sent and it will be shared wit the community.

Councilman O'Connor inquired what is the next step to enforcing behind the gates. Lieutenant Turner explained that there still needs to be a traffic agreement in place which was previously being discussed with Mr. Carter and that any Ordinance adopted within the City will need to be forwarded to him for the legal department to review. Mr. Cassel will follow up with Mr. Carter to continue moving forward.

Ms. Burgess gave an additional moment for the virtual participants to raise a virtual hand or unmute their devices and provided a reminder to state name and address

There being no further comments, the next item followed.

**ADJOURNMENT**

Mayor Manning adjourned the meeting at 9:44 PM.

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Zoie P. Burgess, City Clerk

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Roger Manning, Mayor

**File Attachments for Item:**

1. Financial Statement as of September 30, 2020



## MEMORANDUM

**TO: Members of the City Council, City of Westlake**  
**FROM: Steven Fowler, Accountant; Alan Baldwin, Accounting Manager**  
**CC: Ken Cassel, City Manager**  
**DATE: October 21, 2020**  
**SUBJECT: September Financial Report**

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Please find attached the September 2020 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](mailto:Steven.Fowler@inframark.com).

### **General Fund**

- Total Revenues through September were approximately 96% of the annual budget. FY2020 Ad Valorem Tax collections were 99%. The annual budget includes revenue from a funding agreement with the Developer. The Developer is invoiced for the difference between actual revenue and actual expenditures. Actual receipts from Engineering Permits and Building Permits were 213% and 324% of budget, respectively, resulting in actual Developer Contributions less than anticipated.
- Total Expenditures through September were approximately 98% of the annual budget. Actual expenditures for Engineering and Building services were higher than anticipated.

### **Special Revenue Fund – Housing Assistance Program**

- Total Revenues through September were approximately 484% of the annual budget, which is a result of unbudgeted donations on nonresidential permits and a higher than anticipated rate of residential construction. A donation of \$1,500 per Single Family Residence building permit is paid into the Housing Assistance Program. Non-residential donations were received for the following sites: UHS ER-\$61,448, Christ Fellowship-\$19,470, 7-Eleven-\$14,500 and P.B. County Tax Collector-\$6,945.
- September assistance program expenditures represent annual amortization of Mortgages Receivable.



# City of Westlake

## Financial Report

*September 30, 2020*



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**City of Westlake**

**Financial Statements**  
**September 30, 2020**

**Balance Sheet**  
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	TOTAL
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 478,618	\$ -	\$ 478,618
Due From Developer	300,000	-	300,000
Due From Other Gov'tl Units	70	-	70
Due From Other Districts	1,684	-	1,684
Investments:			
Money Market Account	3,483	1,276,315	1,279,798
Deposits	641	-	641
Mortgages Receivable	-	129,146	129,146
<b>TOTAL ASSETS</b>	<b>\$ 784,496</b>	<b>\$ 1,405,461</b>	<b>\$ 2,189,957</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 459,104	\$ -	\$ 459,104
Accrued Expenses	58,331	-	58,331
DBPR surcharge	5,026	-	5,026
DCA surcharge	7,445	-	7,445
Deferred Revenue-Developer Submittals (Minto)	20,895	-	20,895
<b>TOTAL LIABILITIES</b>	<b>550,801</b>	<b>-</b>	<b>550,801</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Deposits	641	-	641
<b>Restricted for:</b>			
Special Revenue	-	1,405,461	1,405,461
<b>Unassigned:</b>	233,054	-	233,054
<b>TOTAL FUND BALANCES</b>	<b>\$ 233,695</b>	<b>\$ 1,405,461</b>	<b>\$ 1,639,156</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 784,496</b>	<b>\$ 1,405,461</b>	<b>\$ 2,189,957</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>AMENDED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 29	\$ 29
Ad Valorem Taxes	557,948	557,948	554,887	(3,061)
Ad Valorem Taxes - Discounts	(22,318)	(22,318)	(19,605)	2,713
Local Option Gas Tax	100	100	138	38
FPL Franchise	138,100	138,100	94,338	(43,762)
Electricity	50,000	50,000	119,672	69,672
Water	69,400	69,400	20,755	(48,645)
Gas	10,400	10,400	16,084	5,684
Communication Services Taxes	30,000	30,000	15,190	(14,810)
Occupational Licenses	5,300	5,300	6,060	760
Building Permits	725,400	725,400	1,545,091	819,691
Reinspection Fees	10,000	10,000	24,600	14,600
Building Permits - Surcharge	1,800	1,800	3,499	1,699
Other Building Permit Fees	15,000	15,000	49,500	34,500
Building Permits - Admin Fee	57,100	57,100	149,209	92,109
Engineering Permits	175,400	175,400	568,669	393,269
Planning & Zoning Permits	241,700	241,700	69,781	(171,919)
Other Licenses, Fees & Permits	4,100	4,100	2,175	(1,925)
State Revenue Sharing Proceeds	-	-	864	864
Local Govt .05c Sales Tax	2,400	2,400	-	(2,400)
Other Governmental Chrgs/Fees	-	-	594	594
Other Public Safety Chrgs/Fees	-	-	2,438	2,438
Garbage/Solid Waste Revenue	3,800	3,800	2,717	(1,083)
Penalties	-	-	13	13
Other Operating Revenues	-	-	5,400	5,400
Other Charges For Services	-	-	131	131
Judgements and Fines	-	-	1,370	1,370
Interest - Tax Collector	-	-	610	610
Developer Contribution	1,958,270	1,958,270	625,000	(1,333,270)
Lien Search Fee	-	-	1,330	1,330
<b>TOTAL REVENUES</b>	<b>4,033,900</b>	<b>4,033,900</b>	<b>3,860,539</b>	<b>(173,361)</b>

**EXPENDITURES**

**Legislative**

Mayor/Council Stipend	204,000	204,000	175,200	28,800
FICA Taxes	15,600	15,600	13,403	2,197
ProfServ-Legislative Expense	24,000	24,000	-	24,000
Public Officials Insurance	3,900	3,900	3,500	400
Misc-Election Fee	-	-	560	(560)

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Event Expense	14,400	14,400	-	14,400
Council Expenses	20,000	20,000	8,068	11,932
<b>Total Legislative</b>	<b>281,900</b>	<b>281,900</b>	<b>200,731</b>	<b>81,169</b>
<b><u>City Manager</u></b>				
ProfServ-Info Technology	165,600	165,600	164,744	856
ProfServ-Compliance Service	50,000	50,000	-	50,000
ProfServ-Consultants	88,800	88,800	9,625	79,175
Contracts-Admin. Service	158,700	158,700	158,700	-
Contracts-City Manager	254,600	254,600	254,600	-
Telephone, Cable & Internet Service	23,100	23,100	23,863	(763)
Lease - Building	500	500	500	-
Insurance (Liab,Auto,Property)	4,000	4,000	3,620	380
Misc-Public Relations	50,000	50,000	1,244	48,756
General Government	47,900	47,900	278	47,622
Office Supplies	17,100	17,100	14,831	2,269
Cleaning Services	38,400	38,400	36,497	1,903
Dues, Licenses, Subscriptions	5,300	5,300	4,878	422
Cap Outlay - Office Computers	6,000	6,000	-	6,000
<b>Total City Manager</b>	<b>910,000</b>	<b>910,000</b>	<b>673,380</b>	<b>236,620</b>
<b><u>City Clerk</u></b>				
ProfServ-Web Site Maintenance	18,200	18,200	14,641	3,559
Contracts-City Clerk	125,100	125,100	125,100	-
Postage and Freight	1,400	1,400	866	534
Lease - Copier	36,800	36,800	52,207	(15,407)
Printing	14,300	14,300	6,317	7,983
Legal Advertising	24,100	24,100	27,424	(3,324)
Miscellaneous Services	-	-	1,094	(1,094)
<b>Total City Clerk</b>	<b>219,900</b>	<b>219,900</b>	<b>227,649</b>	<b>(7,749)</b>
<b><u>Finance</u></b>				
Auditing Services	3,400	3,400	5,250	(1,850)
Contracts-Finance	92,700	92,700	92,700	-
<b>Total Finance</b>	<b>96,100</b>	<b>96,100</b>	<b>97,950</b>	<b>(1,850)</b>
<b><u>Legal Counsel</u></b>				
ProfServ-Legal Services	415,600	415,600	414,079	1,521
Outside Legal Services	25,600	25,600	23,970	1,630
Miscellaneous Services	-	-	199	(199)
<b>Total Legal Counsel</b>	<b>441,200</b>	<b>441,200</b>	<b>438,248</b>	<b>2,952</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Comprehensive Planning</u></b>				
ProfServ-Engineering	175,400	175,400	331,321	(155,921)
ProfServ-Planning/Zoning Board	241,700	241,700	237,720	3,980
ProfServ-Building Permits	725,400	725,400	999,480	(274,080)
<b>Total Comprehensive Planning</b>	<b>1,142,500</b>	<b>1,142,500</b>	<b>1,568,521</b>	<b>(426,021)</b>
<b><u>Community Services</u></b>				
Contracts-Sheriff	677,000	677,000	650,451	26,549
R&M-Parks	50,000	50,000	-	50,000
R&M-Community Maintenance	26,700	26,700	26,700	-
Operating Supplies	15,000	15,000	6,121	8,879
<b>Total Community Services</b>	<b>768,700</b>	<b>768,700</b>	<b>683,272</b>	<b>85,428</b>
<b><u>Road and Street Facilities</u></b>				
Electricity - General	45,000	45,000	43,864	1,136
<b>Total Road and Street Facilities</b>	<b>45,000</b>	<b>45,000</b>	<b>43,864</b>	<b>1,136</b>
<b><u>Other Fees and Charges</u></b>				
Misc-Contingency	28,600	28,600	3,449	25,151
<b>Total Other Fees and Charges</b>	<b>28,600</b>	<b>28,600</b>	<b>3,449</b>	<b>25,151</b>
<b><u>Debt Service</u></b>				
Principal-Capital Lease	-	-	6,848	(6,848)
Interest-Capital Lease	-	-	3,366	(3,366)
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>10,214</b>	<b>(10,214)</b>
<b><u>Reserves</u></b>				
Reserve - Buildings	100,000	100,000	-	100,000
<b>Total Reserves</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>4,033,900</b>	<b>4,033,900</b>	<b>3,947,278</b>	<b>86,622</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	(86,739)	(86,739)
Net change in fund balance	\$ -	\$ -	\$ (86,739)	\$ (86,739)
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>320,434</b>	<b>320,434</b>	<b>320,434</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 320,434</b>	<b>\$ 320,434</b>	<b>\$ 233,695</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	AMENDED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 6,776	\$ 6,776
Donations	150,000	150,000	718,863	568,863
<b>TOTAL REVENUES</b>	<b>150,000</b>	<b>150,000</b>	<b>725,639</b>	<b>575,639</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Public Assistance</u></b>				
Misc-Admin Fee (%)	11,300	11,300	-	11,300
Assistance Program	138,700	138,700	10,550	128,150
<b>Total Public Assistance</b>	<b>150,000</b>	<b>150,000</b>	<b>10,550</b>	<b>139,450</b>
<b>TOTAL EXPENDITURES</b>	<b>150,000</b>	<b>150,000</b>	<b>10,550</b>	<b>139,450</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	715,089	715,089
Net change in fund balance	\$ -	\$ -	\$ 715,089	\$ 715,089
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>690,372</b>	<b>690,372</b>	<b>690,372</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 690,372</b>	<b>\$ 690,372</b>	<b>\$ 1,405,461</b>	



**City of Westlake**

**Supporting Schedules**

**September 30, 2020**

Cash and Investment Report

September 30, 2020

**GENERAL FUND**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	n/a	\$478,618
Money Market	BankUnited	MMA	n/a	0.30%	\$3,483
				<b>Subtotal</b>	<u>\$482,101</u>

**SPECIAL REVENUE FUND**

Money Market	BankUnited	MMA	n/a	0.30%	\$1,276,315
				<b>Subtotal</b>	<u>\$1,276,315</u>
				<b>Total</b>	<u><u>\$1,758,415</u></u>

# City of Westlake

## Bank Reconciliation

Bank Account No. 0300 Bank United GF  
 Statement No. 0920  
 Statement Date 9/30/2020

<b>G/L Balance (LCY)</b>	478,617.81	<b>Statement Balance</b>	500,304.05
<b>G/L Balance</b>	478,617.81	<b>Outstanding Deposits</b>	1,052.51
<b>Positive Adjustments</b>	0.00		
<hr/>			
<b>Subtotal</b>	478,617.81	<b>Subtotal</b>	501,356.56
<b>Negative Adjustments</b>	0.00	<b>Outstanding Checks</b>	22,738.75
<hr/>		<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	478,617.81	<b>Ending Balance</b>	478,617.81
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
3/26/2020	Payment	8199	FLORIDA ELECTIONS COMMISSION	360.00	0.00	360.00
7/16/2020	Payment	8330	SKY COVE, LLC	300.00	0.00	300.00
9/24/2020	Payment	8409	NZ CONSULTANTS, INC.	22,078.75	0.00	22,078.75
<b>Total Outstanding Checks.....</b>				<b>22,738.75</b>		<b>22,738.75</b>
<b>Outstanding Deposits</b>						
9/29/2020		DEP01274	REINSPECTION FEES/TRASH BIN PURCHA	G/L Ac 442.62	0.00	442.62
9/30/2020		DEP01276	PERMITS	G/L Ac 609.89	0.00	609.89
<b>Total Outstanding Deposits.....</b>				<b>1,052.51</b>		<b>1,052.51</b>

# **City of Westlake**

**Check Register**

**September 1-30, 2020**

**Payment Register by Fund**  
**For the Period from 9/1/2020 to 9/30/2020**  
**(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	8382	09/03/20	PBC SHERIFF'S OFFICE	65203	9/2020 LAW ENFORCEMENT	Contracts-Sheriff	534100-52902	\$54,166.63
001	8383	09/03/20	AVATARA PARTNERS LLC	9567	9/2020 COMPLETE CLOUD SERVICE	ProServ-Info Technology	531020-51306	\$5,097.00
001	8383	09/03/20	AVATARA PARTNERS LLC	9567	9/2020 COMPLETE CLOUD SERVICE	Due to Other Districts	206500	\$1,699.00
001	8384	09/03/20	NETONE TECHNOLOGIES, INC	8492	9/2020 PPD BLOCK/ARCHIVING	ProServ-Info Technology	531020-51306	\$1,265.00
001	8385	09/10/20	DAKIM, INC	09032020	ENGINEERING COPIES	Printing	547006-51307	\$49.28
001	8386	09/10/20	T-MOBILE USA, INC.	08212020-3851	ACCT# 955763851 7/21-8/20/2020	Telephone, Cable and Internet Services	541016-51306	\$228.06
001	8387	09/10/20	NZ CONSULTANTS, INC.	WES-46	PROFESSIONAL PLANNING & ZONING 7/2020	ProServ-Planning/Zoning Board	531032-51501	\$23,276.25
001	8388	09/10/20	OFFICE DEPOT	11907773001	OFFICE SUPPLIES	Office Supplies	551002-51306	\$42.16
001	8389	09/10/20	MARK L. DUBOIS	18291	PROFESSIONAL SERVICE THRU 8/27/2020	ProfServ-Consultants	531075-51306	\$375.00
001	8390	09/10/20	FLORIDA TECHNICAL CONSULTANTS	1002	WA12 GIS SUPPORT 7/27-8/3/2020	ProServ-Info Technology	531020-51306	\$658.00
001	8390	09/10/20	FLORIDA TECHNICAL CONSULTANTS	1002	WA12 GIS SUPPORT 7/27-8/3/2020	Due from Other Districts	133500	\$282.00
001	8390	09/10/20	FLORIDA TECHNICAL CONSULTANTS	1011	ENGINEERING SERVICE 8/2020	ProServ-Info Technology	531020-51306	\$6,501.25
001	8390	09/10/20	FLORIDA TECHNICAL CONSULTANTS	1011	ENGINEERING SERVICE 8/2020	Due from Other Districts	133500	\$2,786.25
001	8391	09/10/20	HARRIS COMPUTER SYSTEMS	MN00132577	ANNUAL BLUEBEAM MAINT 9/2020-8/2021	General Government	549109-51301	\$223.50
001	8391	09/10/20	HARRIS COMPUTER SYSTEMS	MN00132577	ANNUAL BLUEBEAM MAINT 9/2020-8/2021	Due from Other Districts	133500-51301	\$74.50
001	8392	09/10/20	FLORIDA VENDORS ASSOCIATION	1373	MAIN OFFICE CLEANING 8/7-8/28/2020	Cleaning Services	551008-51306	\$600.00
001	8392	09/10/20	FLORIDA VENDORS ASSOCIATION	1381	BACK OFFICE/CHAMBERS CLEANING 8/7-8/28/2020	Cleaning Services	551008-51306	\$1,825.00
001	8393	09/10/20	MILNER INC LEASE	69263900	SOFTWARE LEASE 8/15-9/14/2020	Principal-Capital Lease Payments	571040-51740	\$593.98
001	8393	09/10/20	MILNER INC LEASE	69263900	SOFTWARE LEASE 8/15-9/14/2020	Due to Other Districts	206500	\$212.80
001	8393	09/10/20	MILNER INC LEASE	69263900	SOFTWARE LEASE 8/15-9/14/2020	Miscellaneous Services	549001-51307	\$53.20
001	8393	09/10/20	MILNER INC LEASE	69263900	SOFTWARE LEASE 8/15-9/14/2020	Interest-Capital Lease Payments	572040-51740	\$257.22
001	8394	09/10/20	GATEHOUSE WEST PALM BCH	0000195339	LEGAL ADDS 7/2020	Legal Advertising	548002-51307	\$4,544.00
001	8394	09/10/20	GATEHOUSE WEST PALM BCH	35857-073020	PUBLIC NOTICE 7/30/2020	Legal Advertising	548002-51307	\$700.00
001	8395	09/10/20	ADVANCED DISPOSAL	AD08312020	8/2020 ADVANCED DISPOSAL FEES	Garbage/Solid Waste Revenue	343400	\$1,607.49
001	8396	09/10/20	CIT BANK, N.A.	36174706	SERVICE FOR 8/2020	Lease-Copier	544008-51307	\$8,921.09
001	8396	09/10/20	CIT BANK, N.A.	36174706	SERVICE FOR 8/2020	Due from Other Districts	133500	\$2,230.27
001	8397	09/10/20	A&J BUSINESS SOLUTIONS INC	082120	DEP1218-8/21/2020 LOT 297 MEADOWS HOUSE NOT READY	Other Building Permit Fees	322111	\$150.00
001	8398	09/19/20	LAW OFFICES OF PAM E. BOOKER, ESQ	2020-9	9/2020 LEGAL SERVICE	ProfServ-Legal Services	531023-51401	\$34,506.62
001	8399	09/17/20	INFRAMARK, LLC	55297	9/2020 MANAGEMENT FEES	Contracts-Admin Service	534375-51306	\$13,225.00
001	8399	09/17/20	INFRAMARK, LLC	55297	9/2020 MANAGEMENT FEES	Contracts-City Manager	534381-51306	\$21,216.67
001	8399	09/17/20	INFRAMARK, LLC	55297	9/2020 MANAGEMENT FEES	Contracts-City Clerk	534379-51307	\$10,425.00
001	8399	09/17/20	INFRAMARK, LLC	55297	9/2020 MANAGEMENT FEES	Contracts-Finance	534376-51308	\$7,725.00
001	8399	09/17/20	INFRAMARK, LLC	55297	9/2020 MANAGEMENT FEES	Postage and Freight	541006-51307	\$17.75
001	8399	09/17/20	INFRAMARK, LLC	55297	9/2020 MANAGEMENT FEES	ProfServ-Web Site Maintenance	531094-51307	\$377.67
001	8400	09/17/20	CHEN MOORE & ASSOCIATES, INC.	0000138846	ENGINEERING SERVICE 8/1-8/17/2020	ProfServ-Engineering	531013-51501	\$17,625.00
001	8401	09/17/20	NOVA ENGINEERING AND	0231937	PROFESSIONAL SERVICE 7/26-8/29/2020	ProfServ-Building Permits	531091-51501	\$108,396.25
001	8402	09/17/20	ECKLER ENGINEERING, INC.	20194	FIRE STATION #22 PAN REVIEW 7/26-8/25/2020	ProfServ-Engineering	531013-51501	\$150.00
001	8403	09/17/20	OFFICE DEPOT	122564195001	MISC OFFICE SUPPLIES	Office Supplies	551002-51306	\$104.31
001	8404	09/17/20	PBC FINANCE DEPARTMENT	V00023	IMPACT FEES 8/2020	Other Current Liabilities	229000	\$264,356.40
001	8405	09/17/20	MARK L. DUBOIS	18293	PROFESSIONAL SERVICE THRU 9/10/2020	ProfServ-Consultants	531075-51306	\$200.00
001	8406	09/17/20	MILNER INC LEASE	69459630	COPIER LEASE 9/1-9/30/2020	Lease-Copier	544008-51307	\$855.20
001	8406	09/17/20	MILNER INC LEASE	69459630	COPIER LEASE 9/1-9/30/2020	Due from Other Districts	133500	\$213.80
001	8407	09/17/20	A&J BUSINESS SOLUTIONS INC	TLAKE-090320	DEP01242- LOT 152R MEADOWS DOUBLE PAYMENT OF SOLID	Other Building Permit Fees	322111	\$29.93
001	8407	09/17/20	A&J BUSINESS SOLUTIONS INC	090320	DEP01242 LOT 306 MEADOWS HOUSE NOT READY FOR TUG	Other Building Permit Fees	322111	\$150.00
001	8407	09/17/20	A&J BUSINESS SOLUTIONS INC	090320-7313	DEP01242- OVERPAYMENT OF \$100.00 ON 9/3/2020	Building Permits	322000	\$100.00
001	8408	09/17/20	AT&T MOBILTY	87298217522X09092020	ACCT# 287298217522 (BLDG IPADS) 7/2-8/1/2020	Telephone, Cable and Internet Services	541016-51306	\$94.00

**Payment Register by Fund**  
**For the Period from 9/1/2020 to 9/30/2020**  
**(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	8409	09/24/20	NZ CONSULTANTS, INC.	WES-47	PROFESSIONAL PLANNING & ZONING 8/2020	ProfServ-Planning/Zoning Board	531032-51501	\$22,078.75
001	8410	09/24/20	OFFICE DEPOT	119078081001	BINDER	Office Supplies	551002-51306	\$8.99
001	8410	09/24/20	OFFICE DEPOT	111345062001	STAMP	Office Supplies	551002-51306	\$12.29
001	8410	09/24/20	OFFICE DEPOT	105495780001	BINDER CLUP	Office Supplies	551002-51306	\$5.79
001	8410	09/24/20	OFFICE DEPOT	124208862001	PRESSBOARD	Office Supplies	551002-51306	\$68.16
001	8411	09/24/20	GREATAMERICA FINANCIAL SERVICES CORP	27806410	KONICA LEASE 9/2020	Lease-Copier	544008-51307	\$315.13
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	PUBLIX / MISC SUPPLIES	551002-51306	\$20.39
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	AMAZON MISC SUPPLIES	551002-51306	\$8.59
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	PALM BEACH POST	554020-51306	\$67.93
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	J2 EFAX SERVICES	554020-51306	\$16.95
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	AMAZON MISC SUPPLIES	551002-51306	\$188.68
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	AMAZON MISC SUPPLIES	551002-51306	\$19.95
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	AMAZON MISC SUPPLIES	551002-51306	\$25.13
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	SQ BACONEGGNCHEEZ	551002-51306	\$50.00
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	AMAZON MISC SUPPLIES	551002-51306	\$18.50
001	DD453	09/04/20	CARD SERVICES CENTER ACH	08102020-0968 ACH	PURCHASES FOR 7/16-8/4/2020	AMAZON MISC SUPPLIES	551002-51306	\$19.49
001	DD454	09/04/20	CARD SERVICES CENTER ACH	08102020-1040 ACH	FACC DUES/CISCO /LEADERSHIP FLA	DRI CISCO WEBEX	554020-51306	\$39.90
001	DD454	09/04/20	CARD SERVICES CENTER ACH	08102020-1040 ACH	FACC DUES/CISCO /LEADERSHIP FLA	TUITION-LEADERSHIP FLORIDA	549170-51101	\$2,060.00
001	DD454	09/04/20	CARD SERVICES CENTER ACH	08102020-1040 ACH	FACC DUES/CISCO /LEADERSHIP FLA	FLORIDA ASSOC OF CITY CLERKS	554020-51306	\$75.00
001	DD459	09/01/20	FPL	082020-00227 ACH	ACCT# 78436-00227 7/21-8/20/2020	Electricity-General	543006-54101	\$79.61
001	DD460	09/13/20	COMCAST	08222020-3484 ACH	ACCT# 8535 11 407 0673484 8/26-9/25/2020	Telephone, Cable and Internet Services	541016-51306	\$669.71
001	DD461	09/17/20	COMCAST	08262020-4953 ACH	ACCT# 8535 11 407 0674953 8/30-9/29/2020	Telephone, Cable and Internet Services	541016-51306	\$408.61
001	DD462	09/17/20	COMCAST	08262020-4961 ACH	ACCT# 8535 11 407 0674961 8/30-9/29/2020	Telephone, Cable and Internet Services	541016-51306	\$563.61
001	DD468	09/19/20	FPL	09082020-89127 ACH	ACCT# 61367-89127 8/7-9/8/2020	Electricity-General	543006-54101	\$81.60
001	DD469	09/19/20	FPL	09082020-99121 ACH	ACCT# 09796-99121 8/7-9/8/2020	Electricity-General	543006-54101	\$84.73
001	DD487	09/01/20	FPL	08212020-02039 ACH	ACCT# 51575-02039 7/22-8/21/2020	Electricity-General	543006-54101	\$117.32
001	DD463	09/14/20	KARA S. CRUMP	PAYROLL	September 14, 2020 Payroll Posting			\$2,786.36
001	DD464	09/14/20	KATRINA L. LONG	PAYROLL	September 14, 2020 Payroll Posting			\$2,786.36
001	DD465	09/14/20	ROGER B MANNING	PAYROLL	September 14, 2020 Payroll Posting			\$2,829.36
001	DD466	09/14/20	JOHNPAUL O'CONNOR	PAYROLL	September 14, 2020 Payroll Posting			\$923.50
001	DD467	09/14/20	PATRIC S. PAUL	PAYROLL	September 14, 2020 Payroll Posting			\$923.50
<b>Fund Total</b>								<b>\$635,541.42</b>

<b>Total Checks Paid</b>	<b>\$635,541.42</b>
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**File Attachments for Item:**

A. Final Plat for the Westlake Plaza

**Submitted By:** Engineering Department

**RESOLUTION 2020-32**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR THE WESTLAKE PLAZA PLAT BEING A REPLAT OF - PORTION OF TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		November 9, 2020	<b>Submitted By:</b> Engineering Dept	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Final Plat Westlake Plaza		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Motion to approve Resolution 2020-32 the final plat for Westlake Plaza.		
<b>SUMMARY and/or JUSTIFICATION:</b>		The City of Westlake has the exclusive jurisdiction to approve the plat pursuant to Florida Statutes, §177.071. The application has been reviewed and approved by a Professional Surveyor and Mapper for the City of Westlake, and said Surveyor and Mapper has found the application to be consistent with the requirement under Florida Statutes, Chapter 177. The plat has been reviewed and approved by the City Engineer, SID, and the City Attorney.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>	X	<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Resolution Legal Description Boundary Survey Approval Letter(s) Staff Report			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	X	<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <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>	<b>A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR THE WESTLAKE PLAZA PLAT BEING A REPLAT OF PORTION OF TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.</b>			
<b>FISCAL IMPACT (if any):</b>				\$





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

## STAFF MEMORANDUM

**DATE:** 10/20/2020  
**PETITION NO.:** ENG-2020-25  
**DESCRIPTION:** Review of Plat for Westlake Plaza (POD G – SOUTHEAST)  
**APPLICANT:** Cotleur and Hearing  
**OWNER:** Minto PBLH, LLC  
**REQUEST:** Applicant (Minto PBLH, LLC) is requesting approval of Plat for Westlake Plaza (POD G – SOUTHEAST)

### Final Recommendation

The Office of the City Engineer has reviewed the documents associated the application and recommends approval by the Council. The Seminole Improvement District’s Engineering Department and Board of Supervisors approved Westlake Plaza on October 5, 2020.

### Discussion

Westlake Plaza is located near the City Center at the northwest corner of Persimmon Boulevard West and Seminole Pratt Whitney Road as shown in the graphic below.

### Location Map

**PUBLIX AT WESTLAKE**  
Westlake, Florida



Westlake Plaza will consist of a Publix grocery that will include a liquor store and eight (8) 1,200 sq. ft. retail stores. The area for this Plat contains 20.3205 acres. The Legal Description of the Plat can be found in Exhibit A, and replications of the plat topographical survey and plat can be found in Exhibits B and C.

## Review Criteria

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

## Conclusion

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

Exhibit 'A'  
WESTLAKE PLAZA  
LEGAL DESCRIPTION

A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W. ALONG THE WEST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 349.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°46'28"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'57"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1406.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3323.29 FEET; THENCE N.88°17'08"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING. THENCE THE FOLLOWING COURSES BEING ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101; THENCE S.01°42'52"W., A DISTANCE OF 13.97 FEET; THENCE S.04°59'06"W., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 50.63 FEET; THENCE S.01°33'22"E., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 123.26 FEET; THENCE S.14°59'41"W., A DISTANCE OF 52.24 FEET; THENCE S.01°42'52"W., A DISTANCE OF 290.78 FEET; THENCE S.46°42'49"W., A DISTANCE OF 56.57 FEET; THENCE N.88°17'15"W., A DISTANCE OF 3.03 FEET; THENCE N.75°52'48"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF SAID PUBLIC RECORDS, AND ITS EASTERLY EXTENSION, A DISTANCE OF 69.82 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, FOR THE FOLLOWING SEVEN (7) COURSES: 1) N.88°17'15"W., A DISTANCE OF 440.37 FEET; 2) THENCE S.46°42'45"W., A DISTANCE OF 14.54 FEET; 3) THENCE S.89°29'36"W., A DISTANCE OF 48.11 FEET; 4) THENCE N.78°05'58"W., A DISTANCE OF 51.20 FEET; 5) THENCE S.89°29'36"W., A DISTANCE OF 179.16 FEET; 6) THENCE S.44°29'36"W., A DISTANCE OF 16.30 FEET; 7) THENCE N.88°17'15"W., A DISTANCE OF 27.23 FEET. THENCE N.44°29'36"E., A DISTANCE OF 29.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'36", A DISTANCE OF 37.08 FEET TO A POINT OF TANGENCY; THENCE N.02°00'00"E., A DISTANCE OF 50.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1000.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF A SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", A DISTANCE OF 34.91 FEET; THENCE N.04°00'00"E., A DISTANCE OF 90.00 FEET; THENCE N.02°00'00"E., A DISTANCE OF 800.00 FEET; THENCE S.88°17'08"E., A DISTANCE OF 681.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 52.00 FEET; THENCE S.43°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING. CONTAINING 20.3205 ACRES, 885,162 SQ FT. MORE OR LESS.

Exhibit 'B'  
WESTLAKE PLAZA  
TOPOGRAPHICAL SURVEY

THIS PAGE WAS LEFT BLANK ON PURPOSE

LEGEND

- A/C - AIR CONDITIONER
L - ARC LENGTH
ALUM. - ALUMINUM
BE. - BUFFER EASEMENT
C.O. - CLEANOUT
CLF - CHAIN LINK FENCE
CONC. - CONCRETE
COV. COVERED
D.E. - DRAINAGE EASEMENT
ELEC. - ELECTRIC
ELEV. - ELEVATION
EQUIP. - EQUIPMENT
ESMT. - EASEMENT
EXIST. - EXISTING
F.P.L. - FLORIDA POWER & LIGHT
FIN. - FINISHED
FLR. - FLOOR
FND. - FOUND
I.R./CAP - IRON ROD & CAP
INV. - INVERT
IRR. - IRRIGATION
L.A.E. - LIMITED ACCESS EASEMENT
O/S - BUILDING OFFSET
O.R.B. - OFFICIAL RECORD BOOK
P.B. - PLAT BOOK
P.B.C.R. - PALM BEACH COUNTY RECORD
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
POS. - PAGE(S)
P.R.M. - PERMANENT REFERENCE MONUMENT
PROP. - PROPOSED
R. - RADII
R/W - RIGHT-OF-WAY
RGE. - RANGE
SEC. - SECTION
Δ - DELTA (CENTRAL ANGLE)
SQ. FT. - SQUARE FEET
TWP. - TOWNSHIP
TYP. - TYPICAL
U.E. - UTILITY EASEMENT
W.M. - WATER METER
W.E. - WATER EASEMENT
S.E. - SANITARY EASEMENT
- LIGHT POLE
- FIRE HYDRANT
- CATCH BASIN
- WATER VALVE
- SET 5/8" IR/CAP LB 3591
- SANITARY MANHOLE
- DRAINAGE MANHOLE
- WOOD POWER POLE (UNLESS NOTED)
- CENTER LINE
- EXISTING ELEVATION
- TRAFFIC SIGN
-OHE- - ELECTRICAL WIRES OVERHEAD
-FM- - FORCE MAIN
-W- - WATER MAIN
-IRR- - IRRIGATION LINE
-TEL- - PHONE OR FIBER OPTIC LINE
-STM- - STORM LINE
-SS- - SEWER LINE
- ANCHOR
- WATER METER
- RPZ
- GROUND LIGHT
- ELECTRIC HAND HOLE
- IRRIGATION CONTROL VALVE
- CONCRETE POWER POLE
- FIRE DEPARTMENT CONNECTION

SCHEDULE B-II EXCEPTIONS

FILE NUMBER: 20089011
ISSUING OFFICE: 600 W. HILLSBORO BLVD. STE 4500 DEERFIELD BEACH, FLORIDA 33441
COMMITMENT DATE: JUNE 12, 2020 @ 8:00PM
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OF ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRED FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. THE TERM "ENCROACHMENT" INCLUDES: ENCROACHMENTS OF EXISTING IMPROVEMENTS LOCATED ON THE LAND ONTO ADJOINING LAND, AND ENCROACHMENTS ON THE LAND OF EXISTING IMPROVEMENTS LOCATED ON ADJOINING LAND.
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION.
4. CONSTRUCTION, MECHANIC'S, CONTRACTOR'S OR MATERIALMEN'S LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD.
5. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
6. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2020, AND SUBSEQUENT YEARS WHICH ARE NOT YET DUE AND PAYABLE.
7. ALL MATTERS CONTAINED ON THE PLAT OF WESTLAKE POD G-SOUTH RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.
8. OIL, GAS AND MINERAL RESERVATIONS IN FAVOR OF SOUTHERN STATES LAND AND TIMBER CORPORATION, AS CONTAINED IN DEED RECORDED IN DEED BOOK 941, PAGE 526, AS MODIFIED BY THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 312, PAGE 342. THE RIGHT OF SURFACE ENTRY HAVING BEEN TERMINATED BY OPERATION OF THE FLORIDA MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES.

(AFFECTS PROPERTY NOT ABLE TO PLOT)

- 9. NOTICE OF RIGHT OF FIRST REFUSAL BETWEEN CALLERY-JUDGE GROVE, L.P. AND MOBIL OIL CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 10923, PAGE 669.

(AFFECTS PROPERTY NOT ABLE TO PLOT)

- 10. SEMINOLE PRATT WHITNEY ROAD RURAL PARKWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 27898, PAGE 1321.

(AFFECTS PROPERTY SHOWN HEREON)

- 11. TERMS AND CONDITIONS OF THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 31054, PAGE 1844.

(DOES NOT AFFECTS PROPERTY NOT PLOTTED)

- 12. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BETWEEN MINTO PBLH, LLC AND PUBLIX SUPER MARKETS, INC. RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

- 13. TERMS AND CONDITIONS OF DRAINAGE EASEMENT GRANTED BY MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY TO PUBLIX SUPERMARKETS, INC. RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

- 14. ALL MATTERS CONTAINED ON THE PLAT OF PLAT OF PERSIMMON BOULEVARD WEST-REPLAT RECORDED IN PLAT BOOK 129, PAGE 129.

(AFFECTS PROPERTY SHOWN HEREON)

AS A MATTER OF INFORMATION, THE FOLLOWING MATTER APPEARS OF RECORD: RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 27737, PAGE 15

REVISED 03/07/2016

EXHIBIT "H"

SURVEYOR'S ADDITIONAL CERTIFICATE

DAVID P. LINDLEY, A REGISTERED LAND SURVEYOR, LICENSE NO. 5005, IN AND FOR THE STATE OF FLORIDA AND LEGALLY DOING BUSINESS IN PALM BEACH COUNTY, DOES HEREBY CERTIFY TO PUBLIX SUPER MARKETS, INC., A FLORIDA CORPORATION AND TITLE INSURANCE COMPANY: OLD REPUBLIC NATIONAL TITLE INSURANCE, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS:

- (1) THE ACCOMPANYING SURVEY ("SURVEY") REPRESENTS A TRUE AND CORRECT SURVEY MADE BY ME BASED ON FIELD OBSERVATIONS ON 7/21/2020, OF THE LAND THEREIN PARTICULARLY DESCRIBED;
(2) THE SURVEY AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT;
(3) TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME;
(4) THE LAND DESCRIBED IN THE SURVEY IS THE SAME AS DESCRIBED IN THE TITLE INSURANCE COMMITMENT DESCRIBED BELOW;
(5) THE AREA OF THE SUBJECT PROPERTY AND THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS AND ANY OTHER MATTERS SITUATED ON THE SUBJECT PROPERTY ARE AS SHOWN AND ALL BUILDINGS AND IMPROVEMENTS ARE WITHIN THE BOUNDARY LINES AND APPLICABLE SET-BACK LINES OF THE PROPERTY;
(6) THERE ARE NO VIOLATIONS OF ZONING ORDINANCES, RESTRICTIONS OR OTHER RULES AND REGULATIONS WITH REFERENCE TO THE LOCATION OF SAID BUILDINGS AND IMPROVEMENTS;
(7) THERE ARE NO EASEMENTS OR USES AFFECTING THIS PROPERTY APPEARING FROM A CAREFUL PHYSICAL INSPECTION OF SAME, OTHER THAN THOSE SHOWN AND DEPICTED ON THE SURVEY;
(8) THERE ARE NO ENCROACHMENTS ON THE ADJOINING PROPERTIES, STREETS, OR ALLEYS BY ANY OF SAID BUILDINGS, STRUCTURES AND IMPROVEMENTS, OTHER THAN AS SHOWN ON THE SURVEY;
(9) THERE ARE NO PARTY WALLS OR VISIBLE ENCROACHMENTS ON SAID DESCRIBED PROPERTY BY STREETS, ALLEYS OR BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON THE ADJOINING PROPERTY, EXCEPT AS SHOWN ON THE SURVEY;
(10) ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PREMISES EITHER ENTER THE PREMISES THROUGH ADJOINING PUBLIC STREETS, OR THE SURVEY SHOWS THE POINT OF ENTRY AND LOCATION OF ANY UTILITIES THAT PASS THROUGH OR ARE LOCATED ON ADJOINING LAND;
(11) THE SURVEY SHOWS THE LOCATION AND DIRECTION OF ALL VISIBLE STORM DRAINAGE SYSTEMS FOR THE COLLECTION AND DISPOSAL OF ALL ROOF AND SURFACE DRAINAGE, ALONG WITH THE DIRECTION OF THE DRAINAGE FLOW;
(12) ANY DISCHARGE INTO STREAMS, RIVERS OR OTHER CONVEYANCE SYSTEM IS SHOWN ON THE SURVEY;
(13) THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE "X" & "AE (1% 15% FEET)" OF THE FLOOD INSURANCE RATE COMMUNITY PANEL NO. 120990345F BEARING AN EFFECTIVE DATE OF OCTOBER 5, 2017. IF THE SUBJECT PROPERTY DOES LIE WITHIN A SPECIAL FLOOD HAZARD AREA THE FLOOR ELEVATIONS OF ALL IMPROVEMENTS ON THE SUBJECT PROPERTY ARE AS SHOWN ON THE SURVEY;
(14) THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTED PUBLIC STREET OR HIGHWAY, PERSIMMON BOULEVARD WEST AND SEMINOLE-PRATT WHITNEY ROAD.
(15) [EXCEPT AS SHOWN ON THE SURVEY.] THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS OR ANY OTHER PURPOSE; AND
(16) THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
(17) THERE ARE NO PARKING SPACES ON SITE, TOTAL NUMBER OF STRIPED PARKING SPACES LOCATED ON THE SUBJECT PROPERTY IS [NUMBER]. THIS NUMBER MEETS THE MINIMUM REQUIREMENTS FOR THE SUBJECT PROPERTY AS REQUIRED BY [ZONING CODE SECTION], WHICH SETS FORTH THE FOLLOWING PARKING REQUIREMENTS:
(18) ZONING NOT PROVIDED BY CLIENT, THE LAND DESCRIBED IN THIS SURVEY IS IN THE \_\_\_\_\_ ZONING DISTRICT AND THE CURRENT USE ON THE LAND HEREIN DESCRIBED IS A PERMITTED USE IN THAT ZONING DISTRICT.
(19) AREAS DEVOTED OR RESTRICTED IN RECIPROCAL EASEMENT AGREEMENTS, AND ALL OTHER MATTERS VISIBLE ON THE GROUND OR OF RECORD (AS REFLECTED IN THE BELOW REFERENCED TITLE COMMITMENT AND SHOWN WITH THE APPROPRIATE RECORDING REFERENCE), OR OF WHICH THE UNDERSIGNED HAS OTHERWISE BEEN ADVISED AS LOCATED ON, ENGINEERING OR APPURTENANT TO THE PROPERTY, RURAL PARKWAY EASEMENT OFFICIAL RECORD BOOK 27865, PAGE 1321 PLOTTED.

THE UNDERSIGNED HAS RECEIVED AND EXAMINED A COPY OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 20089011, AND THE LOCATION OF ANY MATTER SHOWN THEREON, TO THE EXTENT IT CAN BE LOCATED, HAS BEEN SHOWN ON THIS SURVEY WITH THE APPROPRIATE RECORDING REFERENCE.

[IF THE CERTIFICATE IS ATTACHED TO RATHER THAN TYPED OR OTHERWISE REPRODUCED ON THE FACE OF THE SURVEY, ADD A PARAGRAPH SPECIFICALLY IDENTIFYING THE SURVEY (SUCH AS BY DATE, PROPERTY DESCRIPTION, AND SURVEY NUMBER) TO WHICH THE CERTIFICATE RELATES. REPRODUCE THIS CERTIFICATE ON THE FACE OF THE SURVEY IF POSSIBLE.]

THE PARTIES LISTED ABOVE, THEIR SUCCESSORS AND ASSIGNS, AND ANY FUTURE LENDER OF PUBLIX, ARE ENTITLED TO RELY ON THE SURVEY AND THIS CERTIFICATE AS BEING TRUE AND CORRECT.

THIS SURVEY IS MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY AMERICAN LAND TITLE ASSOCIATION ("ALTA") AND NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS ("NSPS") IN 2016 AND INCLUDES ITEMS 1, 2, 3, 4, 11, 13, 14, AND 19 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE MINIMUM ANGLE DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS.

DAVID P. LINDLEY

REGISTRATION NO. 5005

DATE: 07/28/2020 [SEAL]

NOTES

- 1. REPRODUCTIONS OF THIS ALTA/NSPS SURVEY ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER: 20089011, EFFECTIVE DATE: JUNE 12, 2020 AT 8:00 AM. SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
5. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 88°17'15" EAST ALONG THE CENTER LINE OF PERSIMMON BOULEVARD WEST OF SECTION 01-40-43 RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).
6. COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), AS DETERMINED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT.
7. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
8. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
9. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. FLOOD ZONE: "X"; COMMUNITY PANEL NO. 12099 0345F; DATE: OCTOBER 05, 2017. FLOOD ZONE: "AE (EL 16.5 FEET)"; COMMUNITY PANEL NO. 12099 0345F; DATE: OCTOBER 05, 2017.
11. BENCHMARK ORIGIN DESCRIPTION: PALM BEACH COUNTY BENCHMARK GRIFFIN ELEVATION = 20.032 (NAVD 88).

DESCRIPTION

THE LAND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

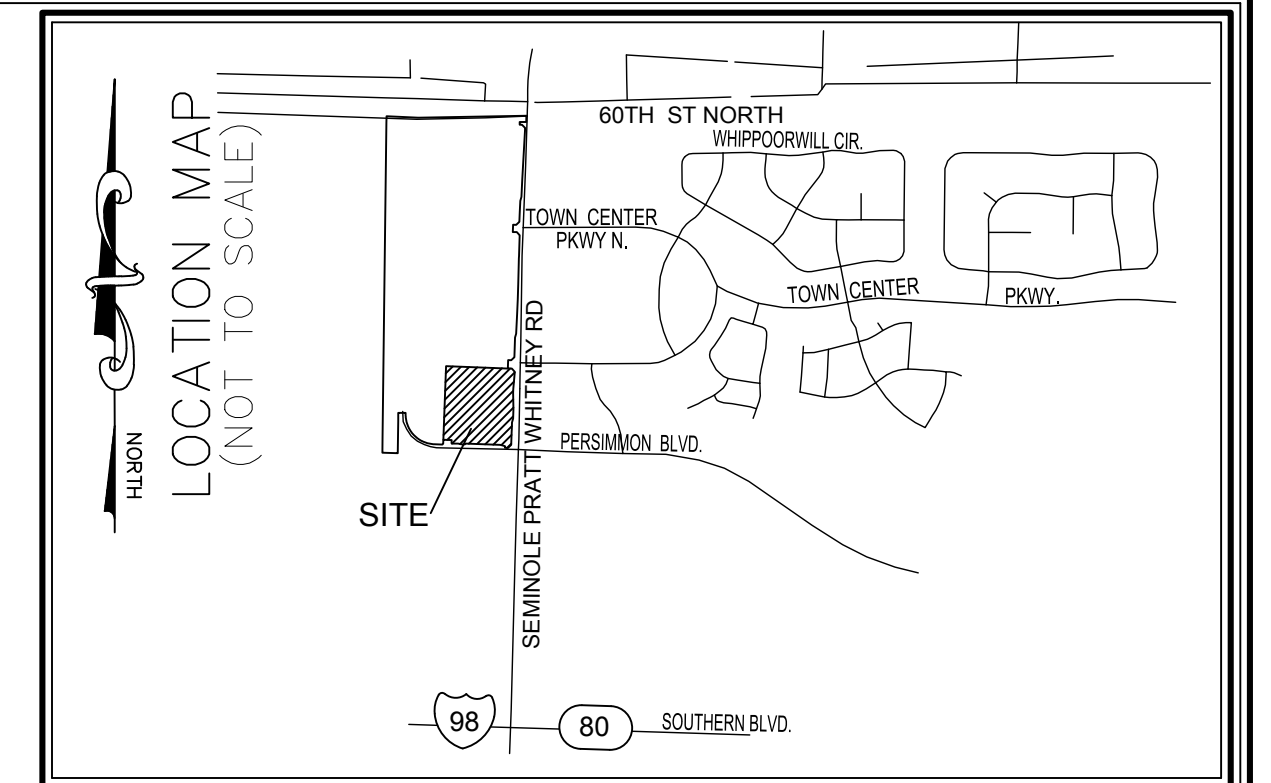
COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W ALONG THE WEST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 349.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°46'28"E ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'57"E ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1406.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3323.29 FEET; THENCE N.88°17'08"W, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES BEING ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101; THENCE S.01°42'52"W, A DISTANCE OF 13.97 FEET; THENCE S.04°59'06"W, A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W, A DISTANCE OF 506.3 FEET; THENCE S.01°33'22"E, A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W, A DISTANCE OF 123.26 FEET; THENCE S.14°59'41"W, A DISTANCE OF 52.24 FEET; THENCE S.01°42'52"W, A DISTANCE OF 290.78 FEET; THENCE S.46°42'49"W, A DISTANCE OF 56.57 FEET; THENCE N.88°17'15"W, A DISTANCE OF 33.03 FEET; THENCE N.75°52'48"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF SAID PUBLIC RECORDS, AND ITS EASTERLY EXTENSION, A DISTANCE OF 69.82 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, FOR THE FOLLOWING SEVEN (7) COURSES:

- N.88°17'15"W, A DISTANCE OF 440.37 FEET;
THENCE S.46°42'45"W, A DISTANCE OF 14.54 FEET;
THENCE S.89°29'36"W, A DISTANCE OF 48.11 FEET;
THENCE N.78°05'58"W, A DISTANCE OF 51.20 FEET;
THENCE S.89°29'36"W, A DISTANCE OF 179.16 FEET;
THENCE S.44°29'36"W, A DISTANCE OF 16.30 FEET;
THENCE N.88°17'15"W, A DISTANCE OF 27.23 FEET.

THENCE N.44°29'36"E, A DISTANCE OF 29.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE CONCAVE THROUGH A CENTRAL ANGLE OF 42°29'36", A DISTANCE OF 37.08 FEET TO A POINT OF TANGENCY; THENCE N.02°00'00"E, A DISTANCE OF 50.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1000.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF A SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", A DISTANCE OF 34.91 FEET; THENCE N.04°00'00"E, A DISTANCE OF 90.00 FEET; THENCE N.02°00'00"E, A DISTANCE OF 800.00 FEET; THENCE S.88°17'08"E, A DISTANCE OF 681.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.43°17'08"E, ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.321 ACRES, 885,162 SQ. FT. MORE OR LESS.



COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
SCALE FACTOR = 1.000001817
DATUM = NAD 83 2007 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED
SCALE FACTOR = 1.000001817
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 1990 ADJUSTMENT, FLORIDA EAST ZONE.

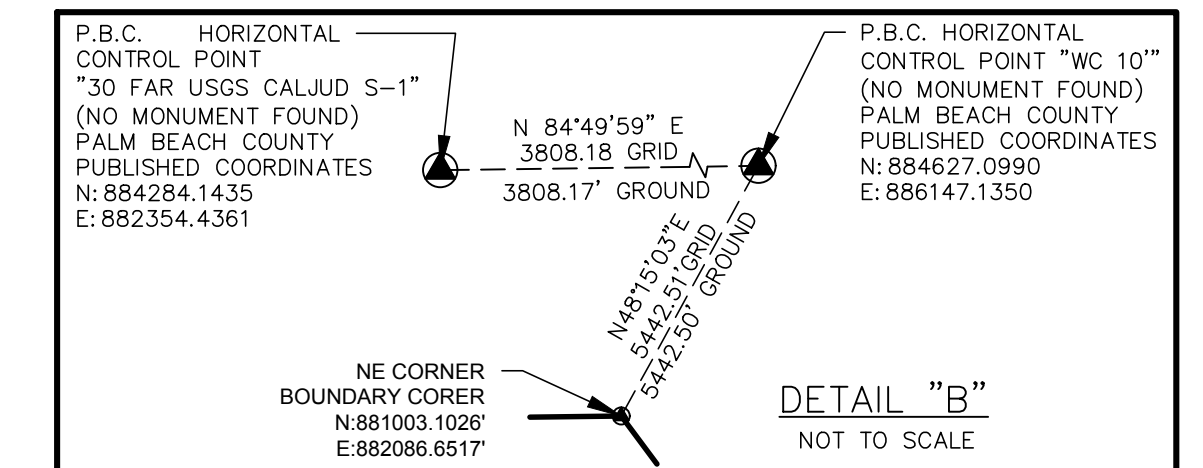
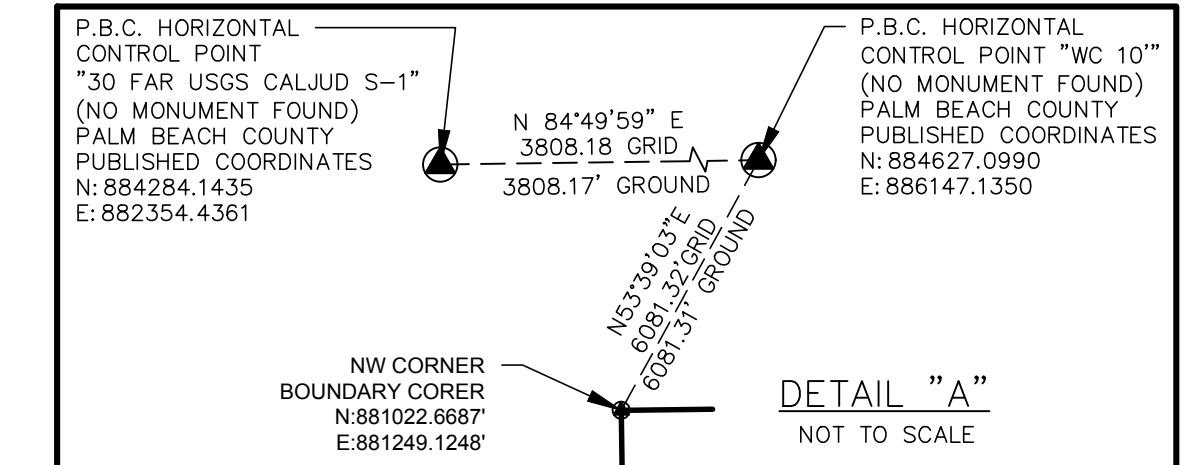


Table with columns: REVISIONS, DATE, BY. Includes file name CAWB9895 and drawing number ADM202020284.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING - LAND PLANNING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33424 PHONE (561) 392-1991 / FAX (561) 750-1452

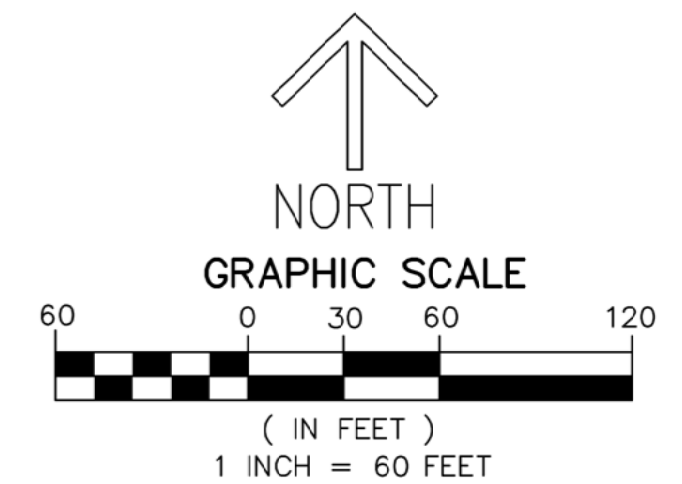
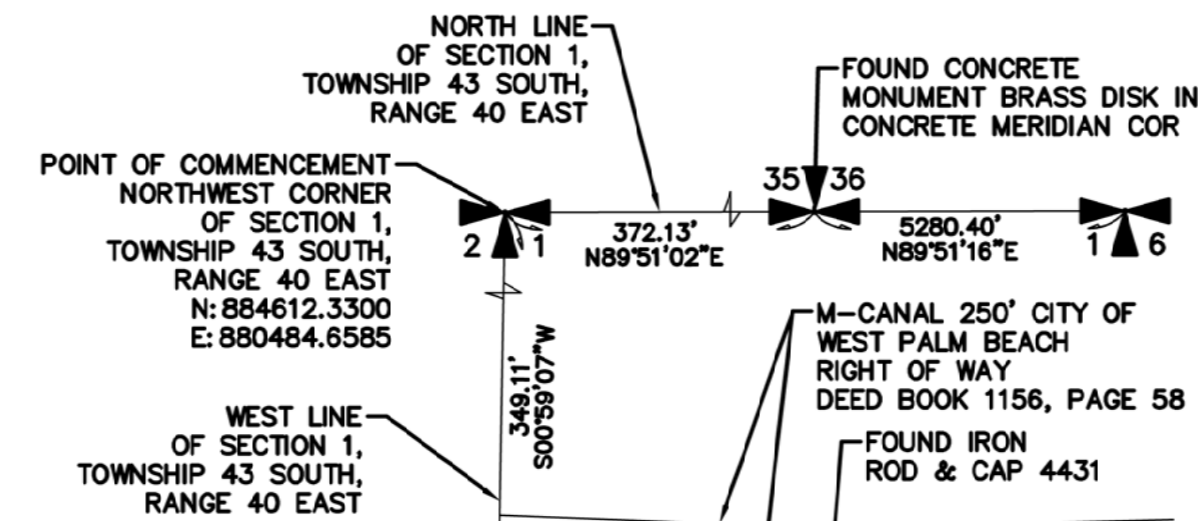
WESTLAKE PUBLIX ALTA/NSPS LAND TITILE SURVEY

Table with columns: DATE (7/9/20), DRAWN BY (AMS), F.B./ PG. (ELEC), SCALE (SHOWN).

DAVID P. LINDLEY REGISTERED LAND SURVEYOR NO. 5005 STATE OF FLORIDA L.B. 3591

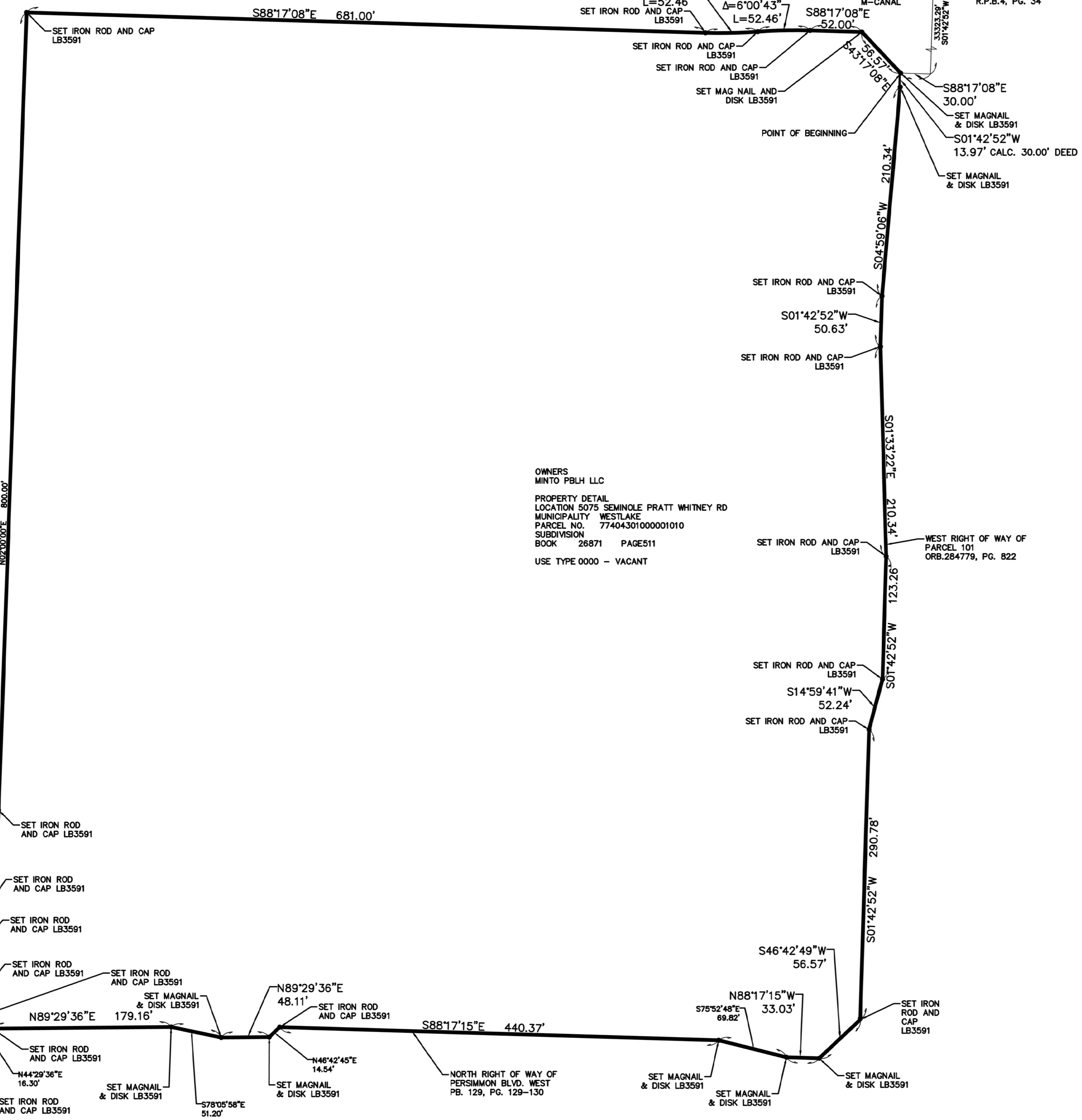
Table with columns: JOB # (8985), SHT. NO. (1), OF 4 SHEETS.





SHEET 3  
OF 4  
SHEET  
4 OF 4

SHEET MAP  
NOT TO SCALE



**OWNERS**  
MINTO PBLH LLC

**PROPERTY DETAIL**  
LOCATION 5075 SEMINOLE PRATT WHITNEY RD  
MUNICIPALITY WESTLAKE  
PARCEL NO. 77404301000001010  
SUBDIVISION  
BOOK 26871 PAGE 511  
USE TYPE 0000 - VACANT

**LEGEND**

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| A/C - AIR CONDITIONER                 | SQ. FT. - SQUARE FEET              |
| L - ARC LENGTH                        | TWP. - TOWNSHIP                    |
| ALUM. - ALUMINUM                      | TYP. - TYPICAL                     |
| B.E. - BUFFER EASEMENT                | U.E. - UTILITY EASEMENT            |
| C.O. - CLEANOUT                       | W.M. - WATER METER                 |
| CLF - CHAIN LINK FENCE                | WE - WATER EASEMENT                |
| CONC. - CONCRETE                      | SEI - SANITARY EASEMENT            |
| COV. COVERED                          | ☆ - LIGHT POLE                     |
| D.E. - DRAINAGE EASEMENT              | ⊗ - FIRE HYDRANT                   |
| ELEC. - ELECTRIC                      | ⊠ - CATCH BASIN                    |
| ELEV. - ELEVATION                     | ⊕ - WATER VALVE                    |
| EQUIP. - EQUIPMENT                    | ⊙ - SET 5/8" IR/CAP LB 3591        |
| ESMT. - EASEMENT                      | ⊖ - SANITARY MANHOLE               |
| EXIST. - EXISTING                     | ⊗ - DRAINAGE MANHOLE               |
| F.P.L. - FLORIDA POWER & LIGHT        | ⊕ - WOOD POWER POLE (UNLESS NOTED) |
| FIN. - FINISHED                       | ⊖ - CENTER LINE                    |
| FLR. - FLOOR                          | ⊕ - EXISTING ELEVATION             |
| FND. - FOUND                          | ⊖ - TRAFFIC SIGN                   |
| I.R./CAP - IRON ROD & CAP             | ⊕ - ELECTRICAL WIRES OVERHEAD      |
| INV. - INVERT                         | -FM- - FORCE MAIN                  |
| IRR. - IRRIGATION                     | -W- - WATER MAIN                   |
| L.A.E. - LIMITED ACCESS EASEMENT      | -IRR- - IRRIGATION LINE            |
| O/S - BUILDING OFFSET                 | -TEL- - PHONE OR FIBER OPTIC LINE  |
| OFF.B. - OFFICIAL RECORD BOOK         | -STM- - STORM LINE                 |
| P.B. - PLAT BOOK                      | -SS- - SEWER LINE                  |
| P.B.C.R. - PALM BEACH COUNTY RECORD   | ⊕ - ANCHOR                         |
| P.O.B. - POINT OF BEGINNING           | ⊕ - WATER METER                    |
| P.O.C. - POINT OF COMMENCEMENT        | ⊕ - RPZ                            |
| P.P.M. - PERMANENT REFERENCE MONUMENT | ⊕ - GROUND LIGHT                   |
| PROP. - PROPOSED                      | ⊕ - ELECTRIC HAND HOLE             |
| R - RADIUS                            | ⊕ - IRRIGATION CONTROL VALVE       |
| R/W - RIGHT-OF-WAY                    | ⊕ - CONCRETE POWER POLE            |
| RGE. - RANGE                          | ⊕ - FIRE DEPARTMENT CONNECTION     |
| SEC - SECTION                         |                                    |
| Δ - DELTA (CENTRAL ANGLE)             |                                    |



BY	
DATE	
REVISIONS	
FILE NAME	C&W#8985-1-ADM#2020084

**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
9000 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33433  
PHONE (561) 592-1991 / FAX (561) 750-4452

**WESTLAKE PUBLIX  
ALTA/NSPS  
LAND TILE SURVEY**

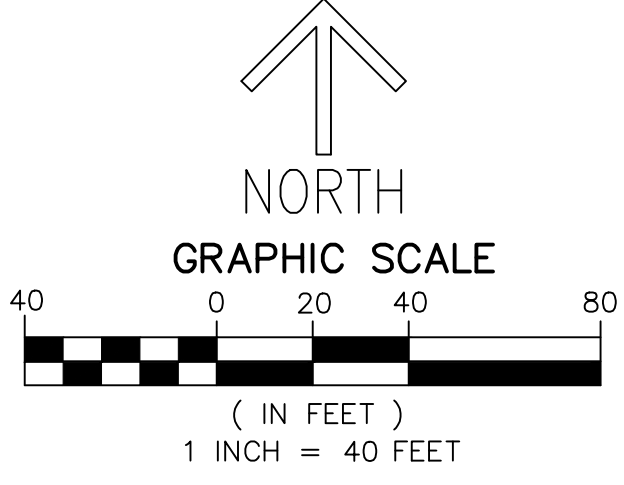
DATE 7/9/20  
DRAWN BY AMS  
F.B./ PG. ELEC  
SCALE SHOWN

JOB # 8985  
SHT. NO. 2  
OF 4 SHEETS

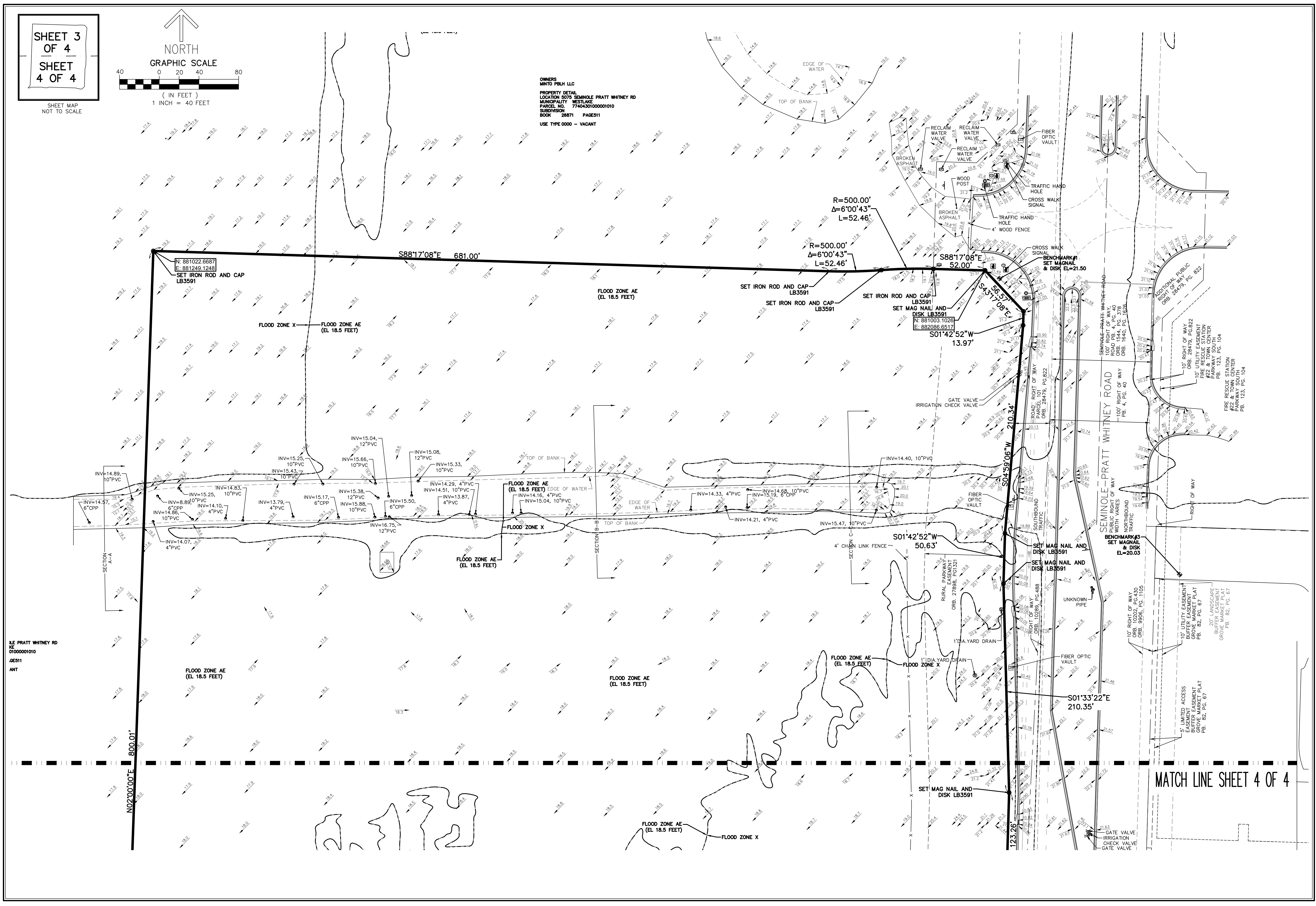


SHEET 3  
OF 4  
SHEET  
4 OF 4

SHEET MAP  
NOT TO SCALE



OWNERS  
MINTO PBLH LLC  
PROPERTY DETAIL  
LOCATION 5075 SEMINOLE PRATT WHITNEY RD  
MUNICIPALITY WESTLAKE  
PARCEL NO. 77404301000001010  
SUBDIVISION  
BOOK 28871 PAGE 511  
USE TYPE 0000 - VACANT



SEMINOLE PRATT WHITNEY RD  
NE 01000001010  
PAGE 511  
VACANT

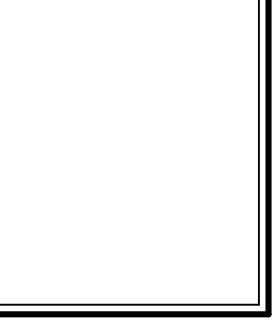
MATCH LINE SHEET 4 OF 4

REVISIONS	DATE	BY

CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561) 392-1991 / FAX (561) 750-1452

WESTLAKE PBLH  
ALTA/NSPS  
LAND TILLE SURVEY

DATE 7/9/20  
DRAWN BY AMS  
F.B./ PG. ELEC  
SCALE SHOWN



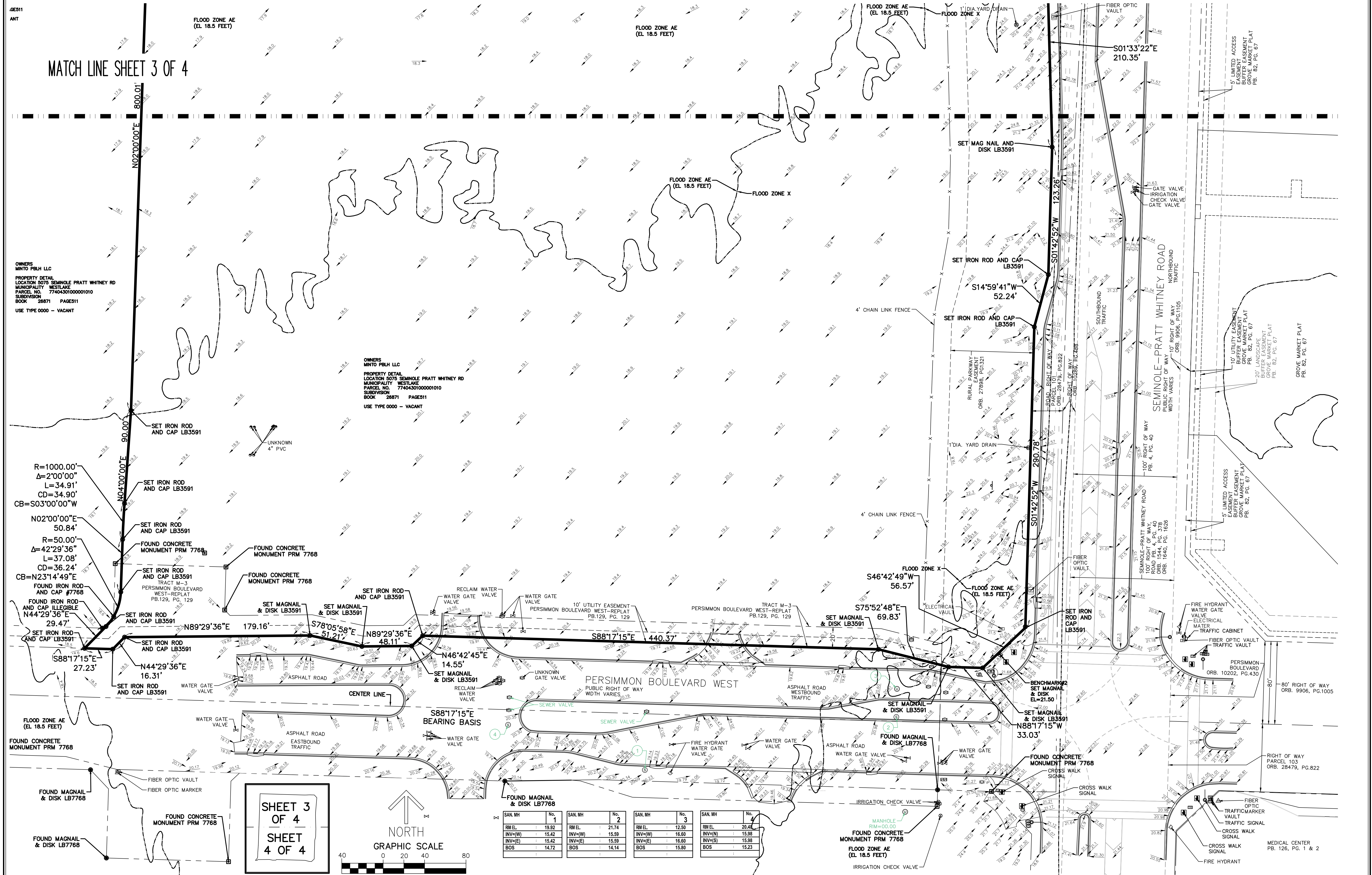
JOB # 8985  
SHT. NO. 3  
OF 4 SHEETS



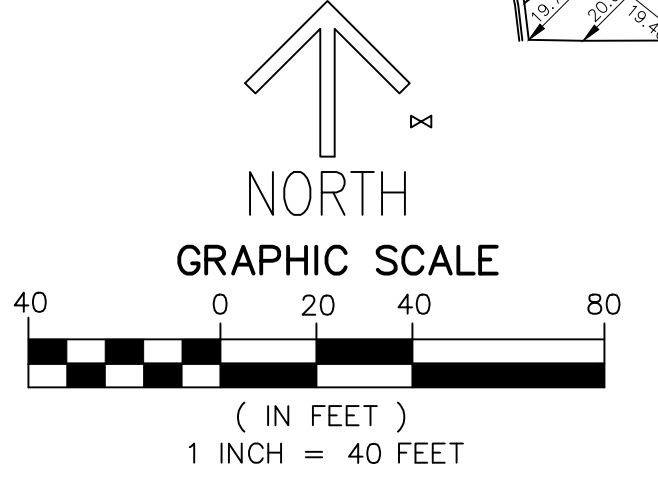
MATCH LINE SHEET 3 OF 4

OWNERS  
MINTO PBLH LLC  
PROPERTY DETAIL  
LOCATION 5075 SEMINOLE PRATT WHITNEY RD  
MUNICIPALITY WESTLAKE  
PARCEL NO. 77404301000001010  
SUBDIVISION  
BOOK 28871 PAGE 511  
USE TYPE 0000 - VACANT

OWNERS  
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PARCEL NO. 77404301000001010  
SUBDIVISION  
BOOK 28871 PAGE 511  
USE TYPE 0000 - VACANT



SHEET 3 OF 4  
SHEET 4 OF 4



SAN. MH	No.	SAN. MH	No.	SAN. MH	No.	SAN. MH	No.
RIM EL.	19.92	RIM EL.	21.74	RIM EL.	12.50	RIM EL.	20.48
INV=(W)	15.42	INV=(W)	15.59	INV=(W)	16.60	INV=(N)	15.98
INV=(E)	15.42	INV=(E)	15.59	INV=(E)	16.60	INV=(S)	15.98
BOS	14.72	BOS	14.14	BOS	15.80	BOS	15.23

REVISIONS	DATE	BY

CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561) 392-1991 / FAX (561) 750-1452

WESTLAKE PUBLIX  
ALTA/NSPS  
LAND TILLE SURVEY

DATE 7/9/20  
DRAWN BY AMS  
F.B./ PG. ELEC  
SCALE SHOWN

JOB # 8985  
SHT. NO. 4  
OF 4 SHEETS



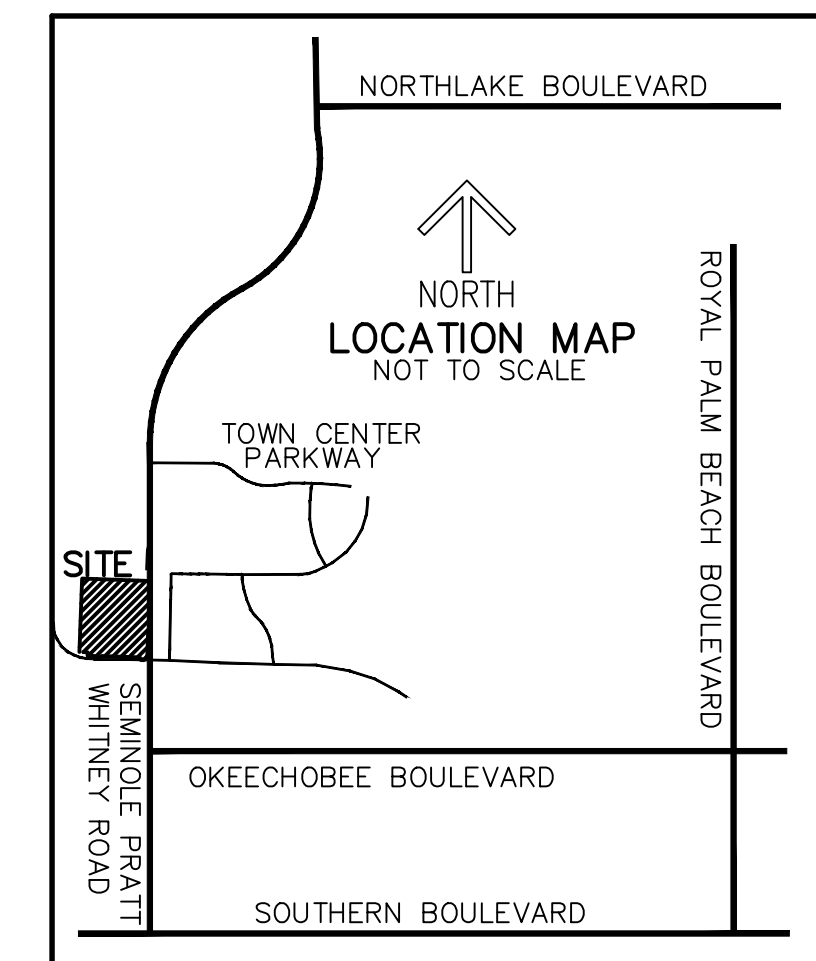
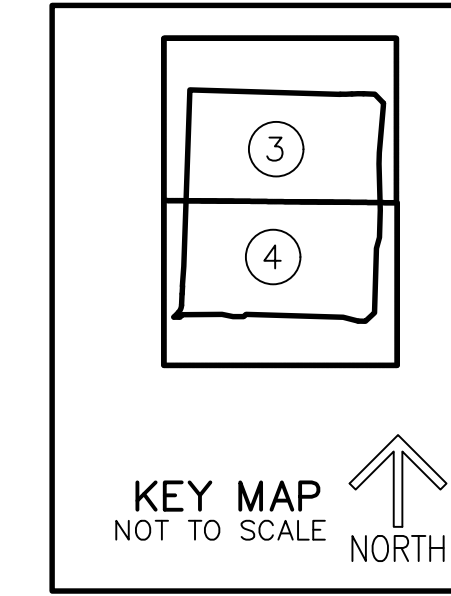
Exhibit 'C'  
WESTLAKE PLAZA  
PLAT

THIS PAGE WAS LEFT BLANK ON PURPOSE

# WESTLAKE PLAZA

A REPLAT OF A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST – REPLAT,  
RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA

THIS INSTRUMENT PREPARED BY  
DAVID P. LINDLEY  
OF  
**CAULFIELD and WHEELER, INC.**  
SURVEYORS – ENGINEERS – PLANNERS  
7900 GLADES ROAD, SUITE 100  
BOCA RATON, FLORIDA 33434 – (561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB3591

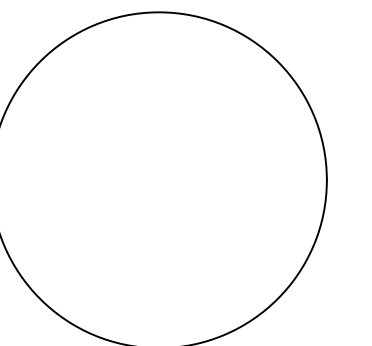


STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_\_ M.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 202\_ AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ ON  
PAGE S \_\_\_\_\_ AND \_\_\_\_\_

SHARON R. BOCK  
CLERK AND COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK

CLERK



**SHEET 1 OF 4**

## DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS WESTLAKE PLAZA, A REPLAT OF A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST – REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W. ALONG THE WEST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 349.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°46'28"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'57"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1406.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3323.29 FEET; THENCE N.88°17'08"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

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- 2) THENCE S.46°42'45"W., A DISTANCE OF 14.54 FEET;
- 3) THENCE S.89°29'36"W., A DISTANCE OF 48.11 FEET;
- 4) THENCE N.78°05'58"W., A DISTANCE OF 51.20 FEET;
- 5) THENCE S.89°29'36"W., A DISTANCE OF 179.16 FEET;
- 6) THENCE S.44°29'36"W., A DISTANCE OF 16.30 FEET;
- 7) THENCE N.88°17'15"W., A DISTANCE OF 27.23 FEET.

THENCE N.44°29'36"E., A DISTANCE OF 29.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'36", A DISTANCE OF 37.08 FEET TO A POINT OF TANGENCY; THENCE N.02°00'00"E., A DISTANCE OF 50.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1000.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF A SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", A DISTANCE OF 34.91 FEET; THENCE N.04°00'00"E., A DISTANCE OF 90.00 FEET; THENCE N.02°00'00"E., A DISTANCE OF 800.00 FEET; THENCE S.88°17'08"E., A DISTANCE OF 681.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 52.00 FEET; THENCE S.43°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.3205 ACRES, 885,162 SQ FT. MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

## DEVELOPMENT TRACT

PARCEL A, AS SHOWN HEREON, IS HEREBY RESERVED FOR MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE DEVELOPMENT AND PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF WESTLAKE, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID MINTO PBLH, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

## UTILITY EASEMENTS

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

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

IN WITNESS WHEREOF, MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

MINTO PBLH, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
JOHN F. CARTER, MANAGER

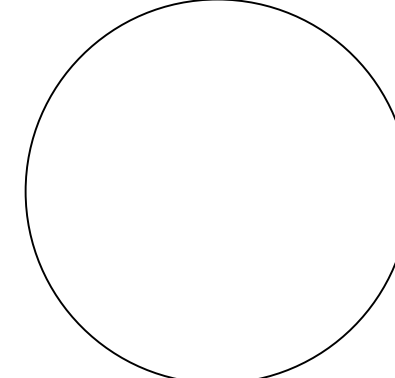
WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MINTO PBLH, LLC



## ACKNOWLEDGEMENT:

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

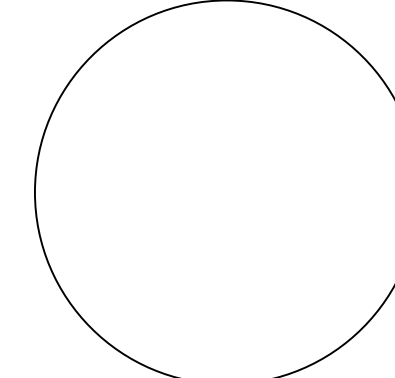
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BY SCOTT MASSEY, AS PRESIDENT OF SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ON BEHALF OF THE DISTRICT, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
\_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

SEMINOLE IMPROVEMENT DISTRICT



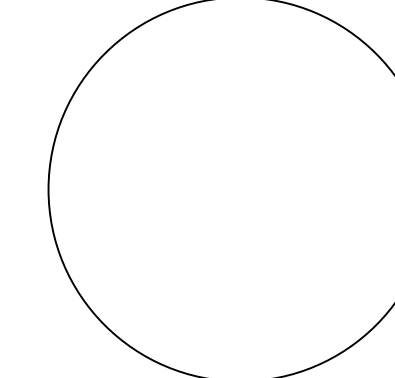
## TITLE CERTIFICATION:

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

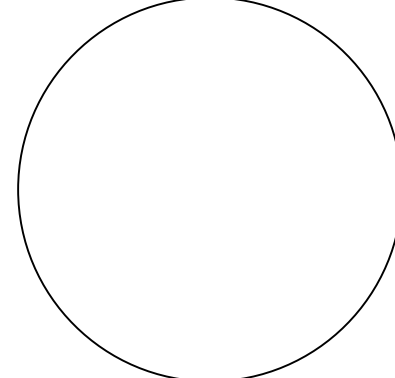
WE, FOUNDERS TITLE, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN MINTO PBLH, LLC; THAT THE CURRENT TAXES HAVE BEEN PAID; AND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

DATED: \_\_\_\_\_  
HARRY BINNIE, PRESIDENT,  
FOUNDERS TITLE

CITY OF WESTLAKE



SURVEYOR



## AREA TABULATION

PARCEL A	20.3205 ACRES
TOTAL THIS PLAT	20.3205 ACRES

## SURVEYOR & MAPPER'S NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF WESTLAKE ZONING REGULATIONS.
3. NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY OF WESTLAKE AND SEMINOLE IMPROVEMENT DISTRICT APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WHERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS COINCIDE.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 88°17'15" EAST ALONG THE CENTER LINE OF PERSIMMON BOULEVARD WEST OF SECTION 01-40-43 RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).
5. COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT), AND BASED ON REDUNDANT G.P.S. OBSERVATIONS UTILIZING THE CERTIFIED LENGEMAN NETWORK.
6. LINES INTERSECTING CURVES ARE RADIAL UNLESS SHOWN OTHERWISE.
7. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
8. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT; THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

## SURVEYOR & MAPPER'S CERTIFICATE:

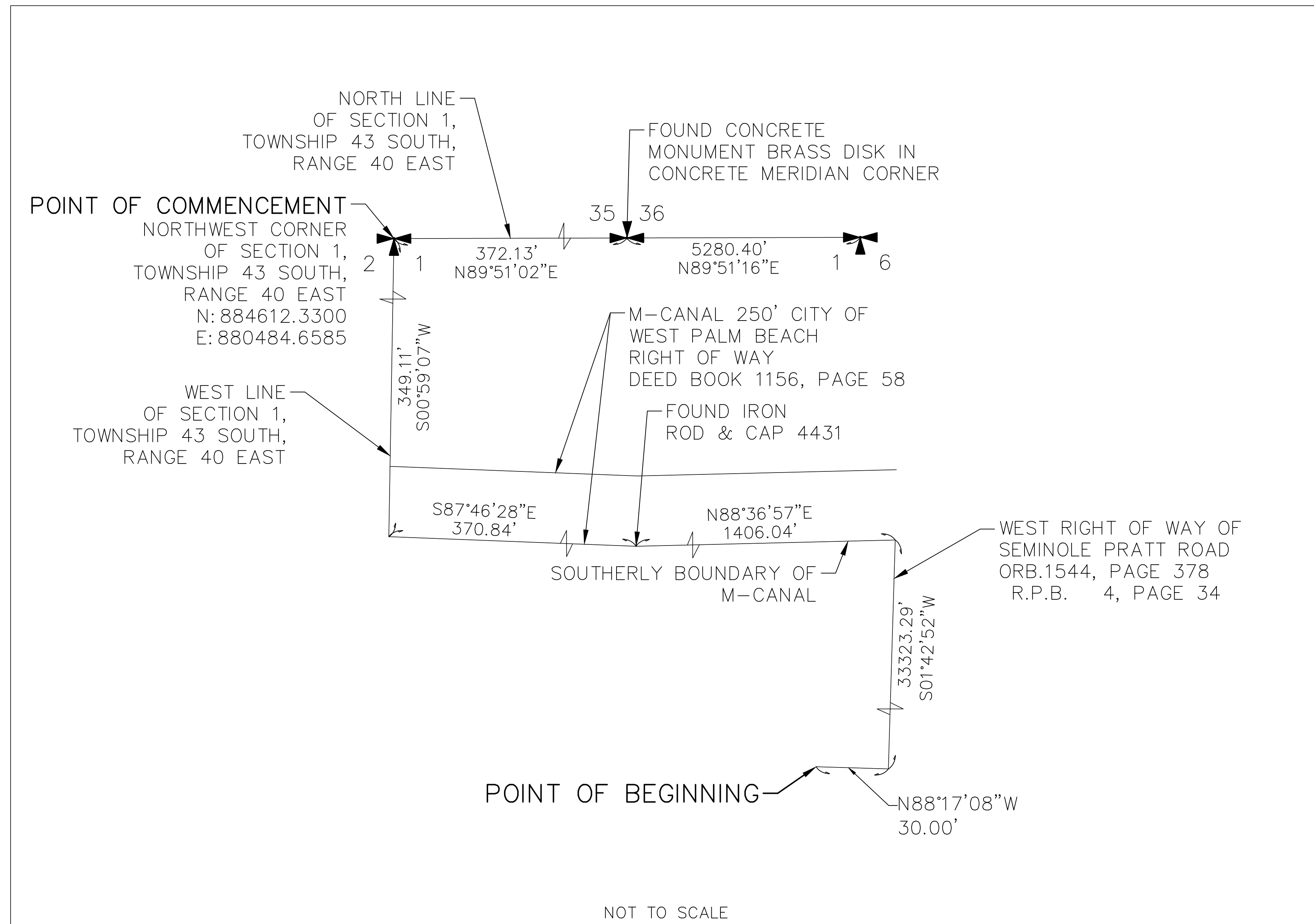
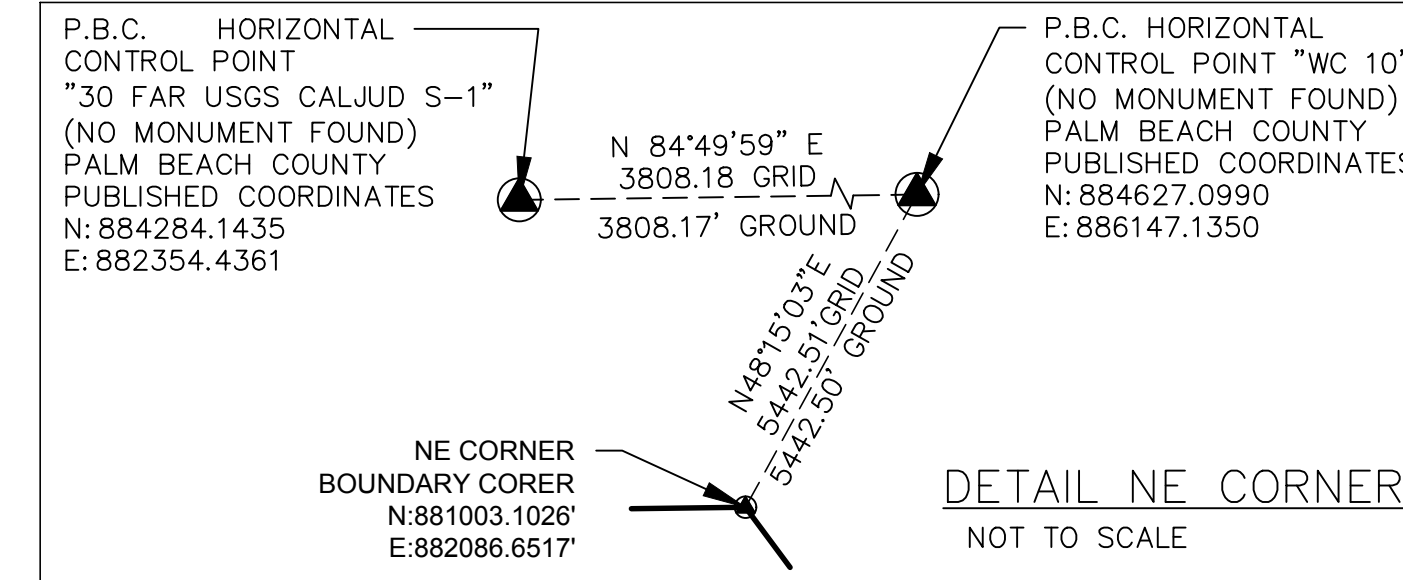
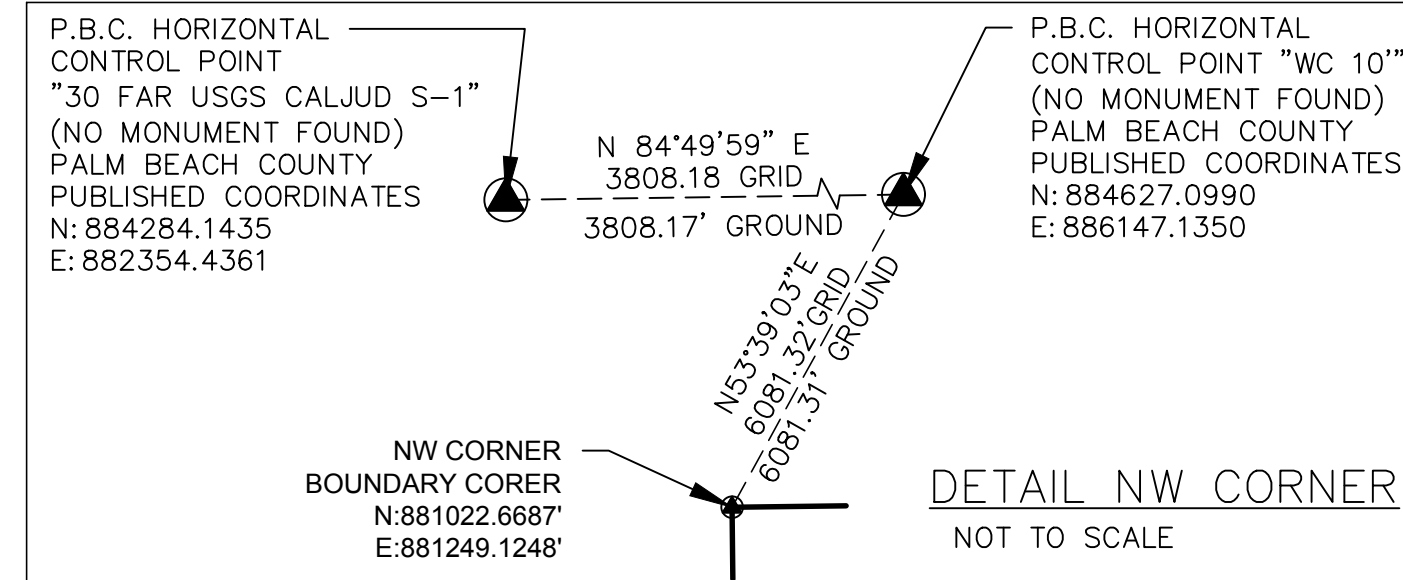
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA.

DATED: \_\_\_\_\_  
DAVID P. LINDLEY  
PROFESSIONAL LAND SURVEYOR #5005  
STATE OF FLORIDA  
LB #3591

# WESTLAKE PLAZA

A REPLAT OF A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT,  
RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA

THIS INSTRUMENT PREPARED BY  
DAVID P. LINDLEY  
OF  
**CAULFIELD and WHEELER, INC.**  
SURVEYORS - ENGINEERS - PLANNERS  
7900 GLADES ROAD, SUITE 100  
BOCA RATON, FLORIDA 33434 - (561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB3591



**NOTES**  
**COORDINATES, BEARINGS AND DISTANCES**  
COORDINATES SHOWN ARE GRID  
DATUM = NAD 83 (2007 ADJUSTMENT)  
ZONE = FLORIDA EAST  
LINEAR UNIT = US SURVEY FEET  
COORDINATE SYSTEM 1983 STATE PLANE  
TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND  
SCALE FACTOR = 1.0000017  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 (2007 ADJUSTMENT), FLORIDA EAST ZONE.

**LEGEND/ABBREVIATIONS**

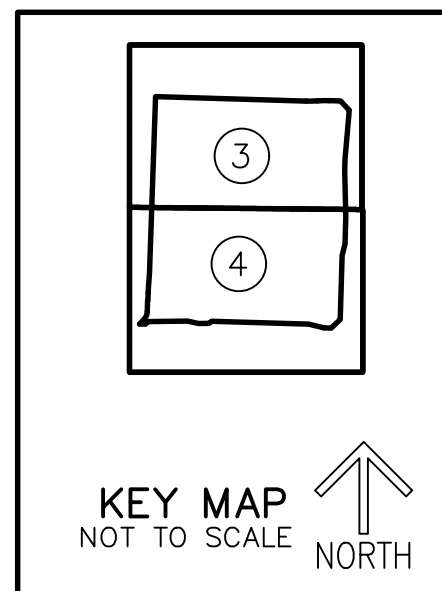
- C - CENTERLINE
- Δ - DELTA (CENTRAL ANGLE)
- CB - CHORD BEARING
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- PT - POINT OF TANGENCY
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- PRC - POINT OF REVERSE CURVATURE
- R - RADIUS
- R.P.B. - ROAD PLAT BOOK
- RPE - RURAL PARKWAY EASEMENT
- U.E. - UTILITY EASEMENT
- PRM - SET PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB3591"
- PRM - FOUND PERMANENT REFERENCE MONUMENT 4" X 4" X 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB7768"
- △ - DENOTES HORIZONTAL CONTROL POINT
- ▲ - DENOTES SET PERMANENT REFERENCE MONUMENT NAIL AND DISC STAMPED "PRM" LB 3591

# WESTLAKE PLAZA

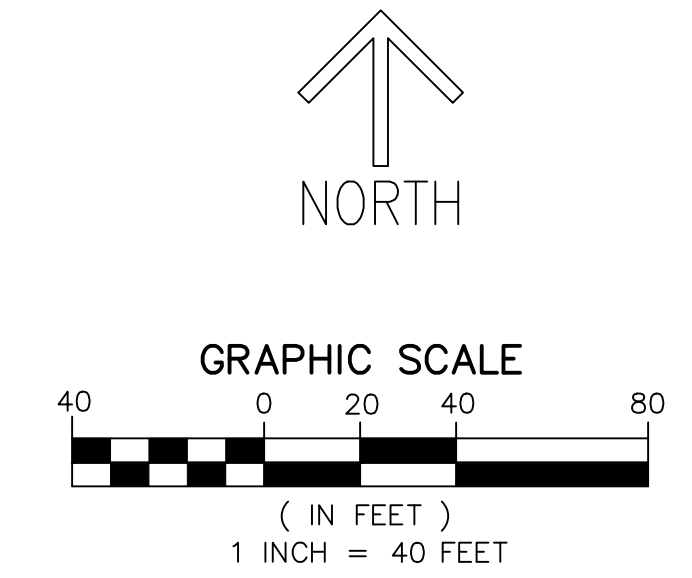
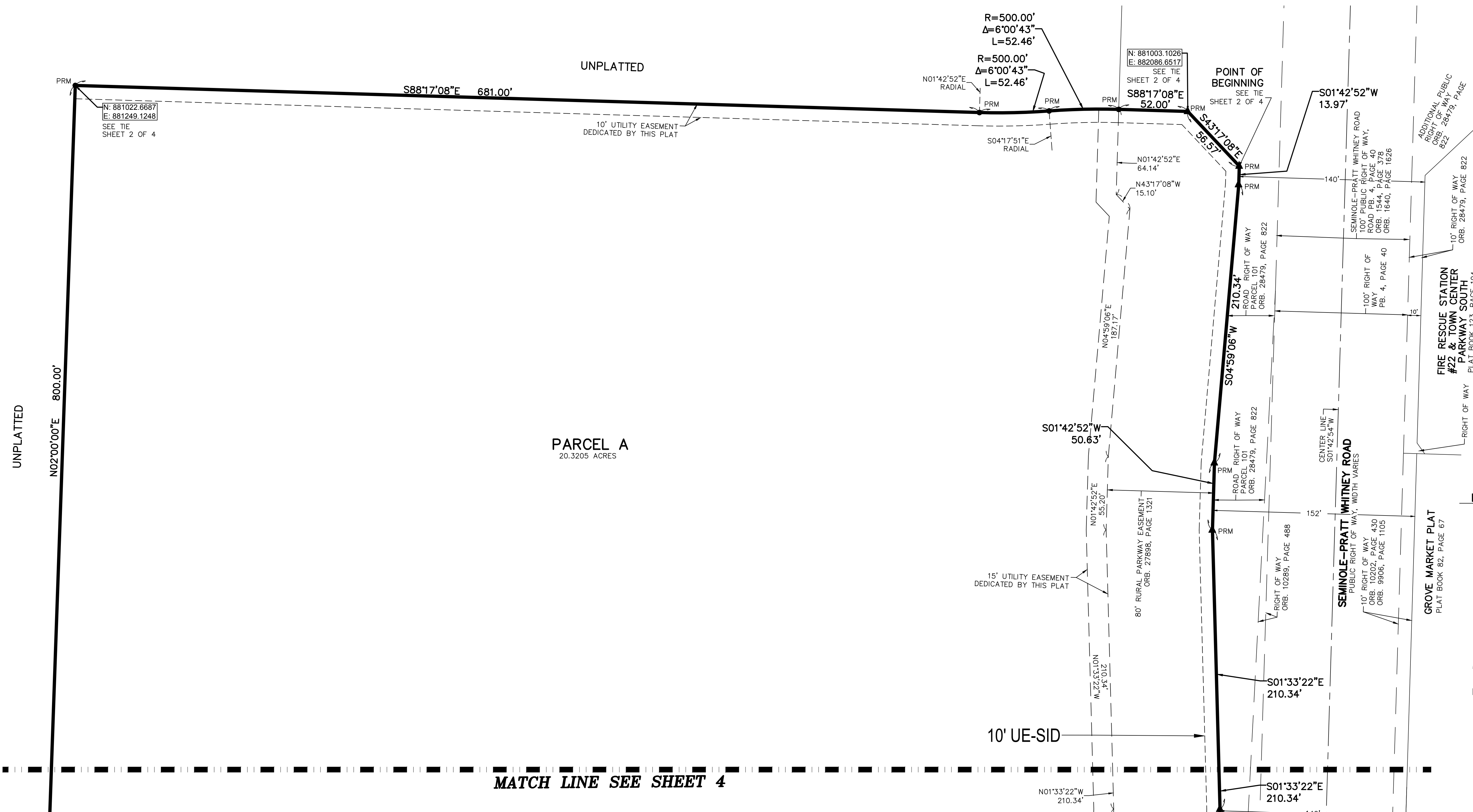
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7900 GLADES ROAD, SUITE 100  
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BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
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**SHEET 3 OF 4**



- LEGEND / ABBREVIATIONS**
- ⊕ - CENTERLINE
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  - CB - CHORD BEARING
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4" x 4" x 24" CONCRETE MONUMENT WITH  
DISK STAMPED "PRM LB7768"
  - △ - DENOTES HORIZONTAL CONTROL POINT
  - ▲ - DENOTES SET PERMANENT REFERENCE MONUMENT  
NAIL AND DISC STAMPED "PRM" LB 3591

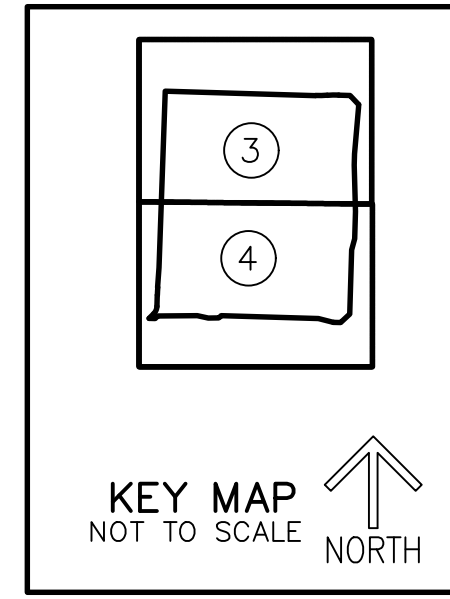
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BOCA RATON, FLORIDA 33434 – (561)392-1991  
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## LEGEND/ABBREVIATIONS

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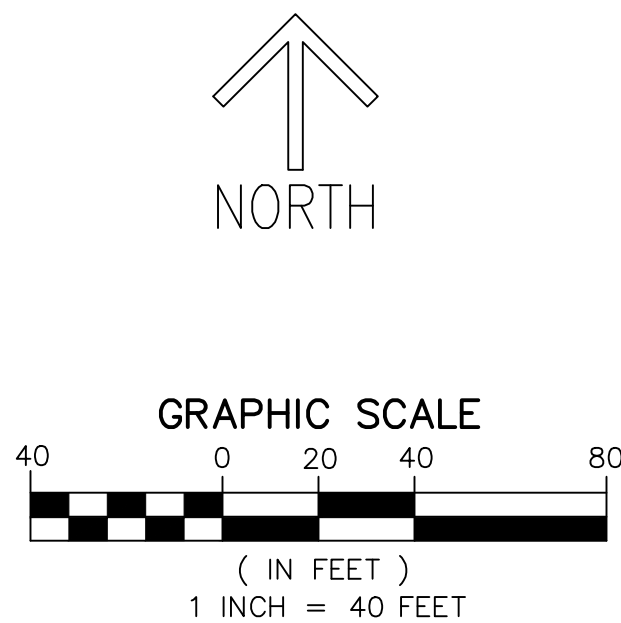
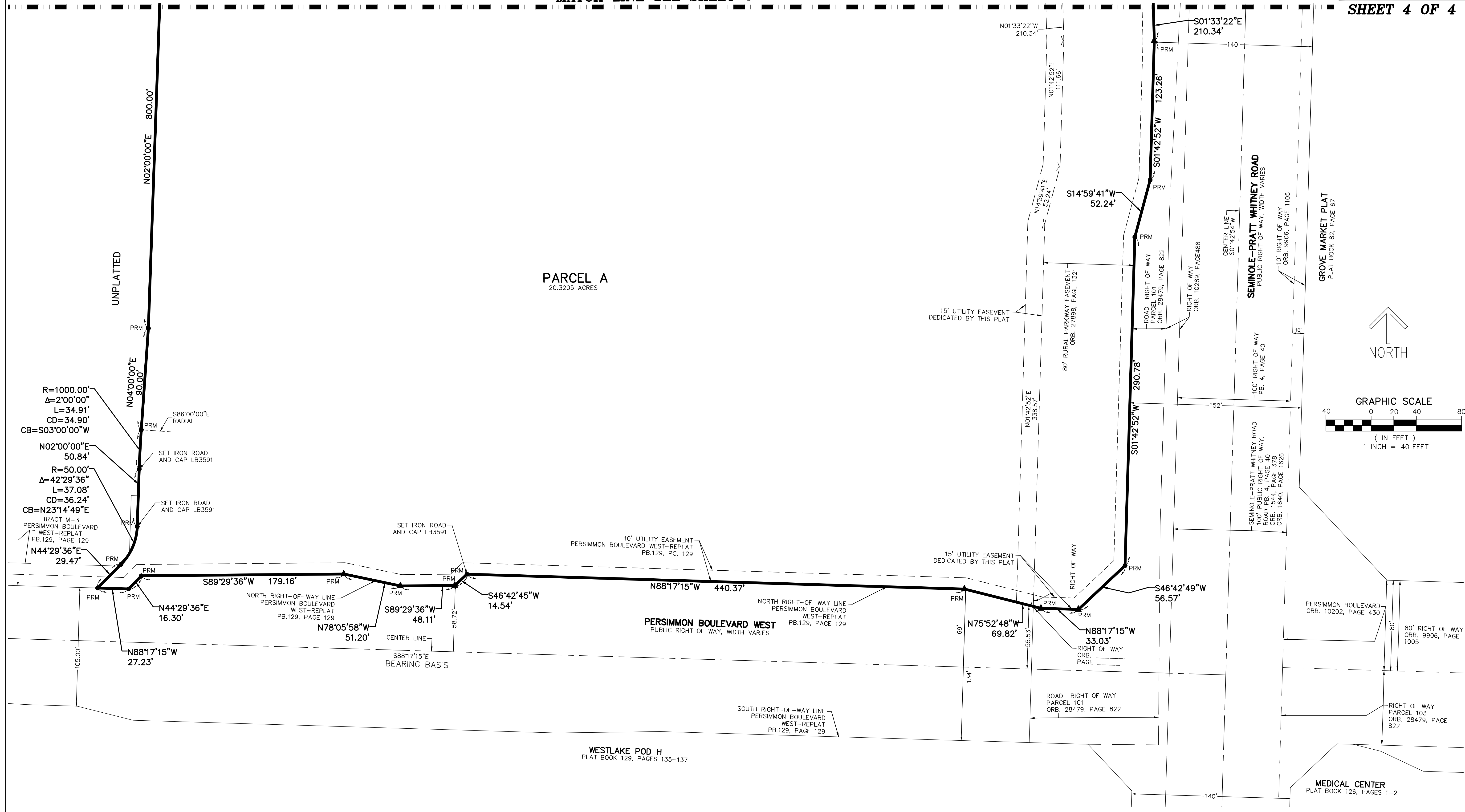


## NOTES COORDINATES, BEARINGS AND DISTANCES

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NAD 83 (2007 ADJUSTMENT), FLORIDA EAST ZONE.

MATCH LINE SEE SHEET 3

SHEET 4 OF 4



WESTLAKE POD H  
PLAT BOOK 129, PAGES 135-137



**RESOLUTION 2020-32**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR THE WESTLAKE PLAZA PLAT BEING A REPLAT OF PORTION OF TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, Minto PBLH, LLC, a Florida Limited Liability Company, as the Applicant has requested approval for the Westlake Plaza plat and boundary survey, being a replat of a portion of Tract M-3, Persimmon Boulevard West Replat, Recorded in Plat Book 129, Pages 129 and 130, of the Public Records of Palm Beach County, Florida, and a portion of Section 1, Township 43 South, Range 40 East, City of Westlake, Palm Beach County, containing approximately 20.3205 acres as described in the composite Exhibit "A", attached hereto; and

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

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

**WHEREAS**, the Building staff, Engineering staff and Planning staff for the City of Westlake have reviewed the application, the final plat and the boundary survey, and the collective staff has recommended approval; and

**WHEREAS**, after careful review and consideration, the collective staff has determined that this application has complied with the City of Westlake Interim Codes and Florida law.

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

- Section 1:** The above recitals are true and correct and are incorporated herein by this reference.
- Section 2:** The City Council for the City of Westlake hereby approves the final plat and boundary survey for the Westlake Plaza, as described in the attached composite Exhibit "A", containing approximately 20.3205 acres, which is located in the City of Westlake, and in Palm Beach County, Florida.
- Section 3.** The applicant shall provide a certified copy of the recorded plat and the applicant shall cover the costs of recording the plat in the public records in and for Palm Beach County Florida.

**Section 4:** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by City Council for the City of Westlake, on this 9th day of November 2020.

**PUBLISHED** on this 29<sup>th</sup> day of October, 2020 in the Palm Beach Post.

---

City of Westlake  
Roger Manning, Mayor

---

Zoie Burgess, City Clerk

---

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

**Exhibit 'A'**  
**Legal Description**  
**Westlake Plaza (Publix)**

A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W. ALONG THE WEST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 349.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°46'28"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'57"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1406.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3323.29 FEET; THENCE N.88°17'08"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES BEING ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101; THENCE S.01°42'52"W., A DISTANCE OF 13.97 FEET; THENCE S.04°59'06"W., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 50.63 FEET; THENCE S.01°33'22"E., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 123.26 FEET; THENCE S.14°59'41"W., A DISTANCE OF 52.24 FEET; THENCE S.01°42'52"W., A DISTANCE OF 290.78 FEET; THENCE S.46°42'49"W., A DISTANCE OF 56.57 FEET; THENCE N.88°17'15"W., A DISTANCE OF 33.03 FEET; THENCE N.75°52'48"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF SAID PUBLIC RECORDS, AND ITS EASTERLY EXTENSION, A DISTANCE OF 69.82 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, FOR THE FOLLOWING SEVEN (7) COURSES:

- 1) N.88°17'15"W., A DISTANCE OF 440.37 FEET;
- 2) THENCE S.46°42'45"W., A DISTANCE OF 14.54 FEET; 3) THENCE S.89°29'36"W., A DISTANCE OF 48.11 FEET; 4) THENCE N.78°05'58"W., A DISTANCE OF 51.20 FEET; 5) THENCE S.89°29'36"W., A DISTANCE OF 179.16 FEET; 6) THENCE S.44°29'36"W., A DISTANCE OF 16.30 FEET; 7) THENCE N.88°17'15"W., A DISTANCE OF 27.23 FEET.

THENCE N.44°29'36"E., A DISTANCE OF 29.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'36", A DISTANCE OF 37.08 FEET TO A POINT OF TANGENCY; THENCE N.02°00'00"E., A DISTANCE OF 50.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1000.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF A SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", A DISTANCE OF 34.91 FEET; THENCE N.04°00'00"E., A DISTANCE OF 90.00 FEET; THENCE N.02°00'00"E., A DISTANCE OF 800.00 FEET; THENCE S.88°17'08"E., A



DISTANCE OF 681.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT

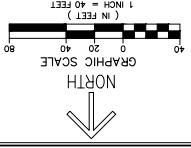
ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 52.00 FEET; THENCE S.43°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.3205 ACRES, 885,162 SQ FT. MORE OR LESS.

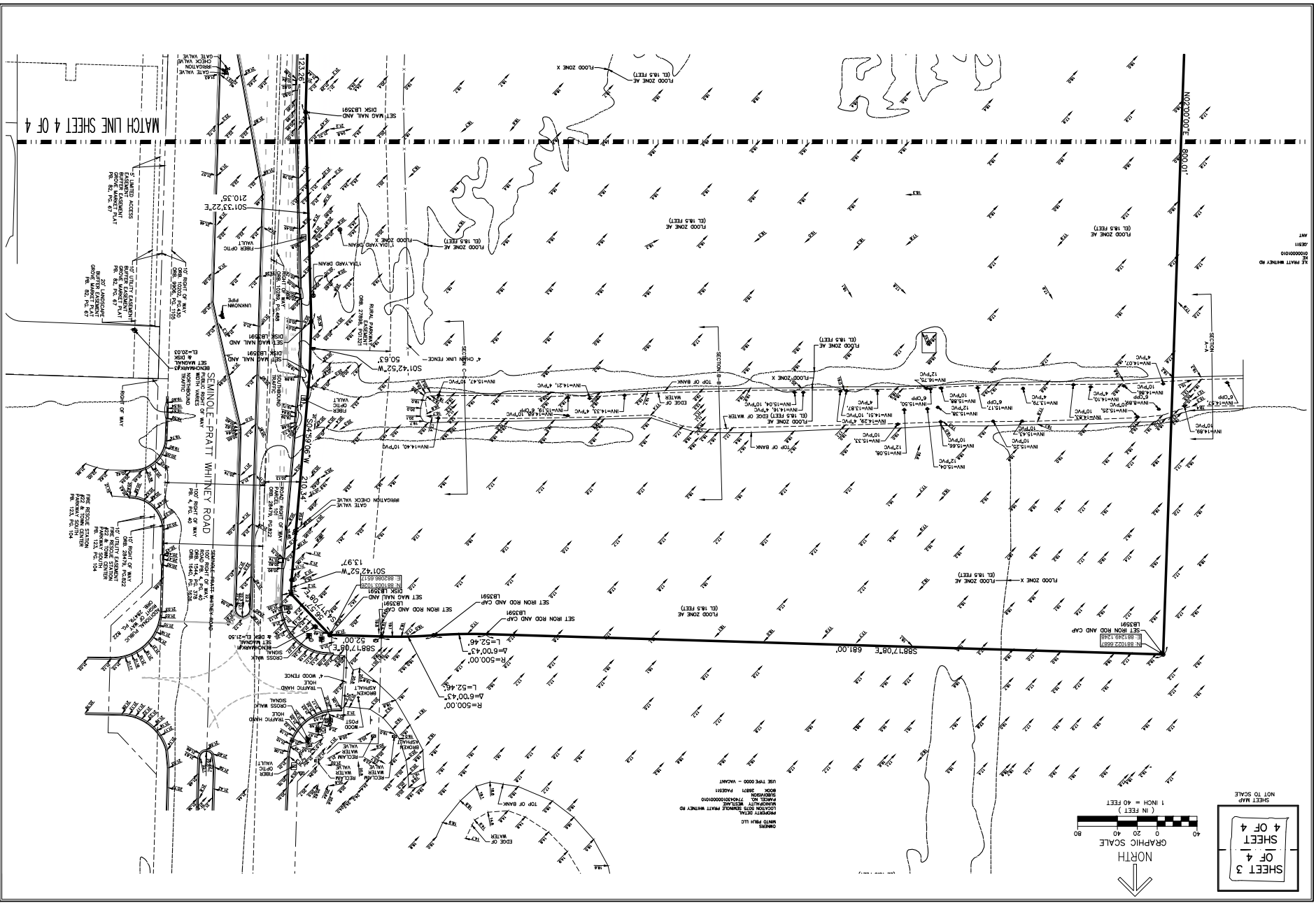




SHEET MAP  
NOT TO SCALE  
SHEET 3  
OF 4  
SHEET 4  
OF 4



CONTOUR INTERVAL 10 FEET  
PROPERTY DATA  
FROM THE 2000 - 2001  
AERIAL PHOTOGRAPHY  
AND FIELD SURVEY  
DATE 7/9/20  
DRAWN BY AMS  
SCALE SHOWN  
JOB # 8985  
OF 4 SHEETS




WESTLAKE PUBLIC  
ALTA/NSPS  
LAND TILE SURVEY

CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING - LAND PLANNING  
1400 E. GARDNER ROAD, SUITE 100  
BOCA RATON, FLORIDA 33432  
PHONE: (561) 991-1700 FAX: (561) 991-4422

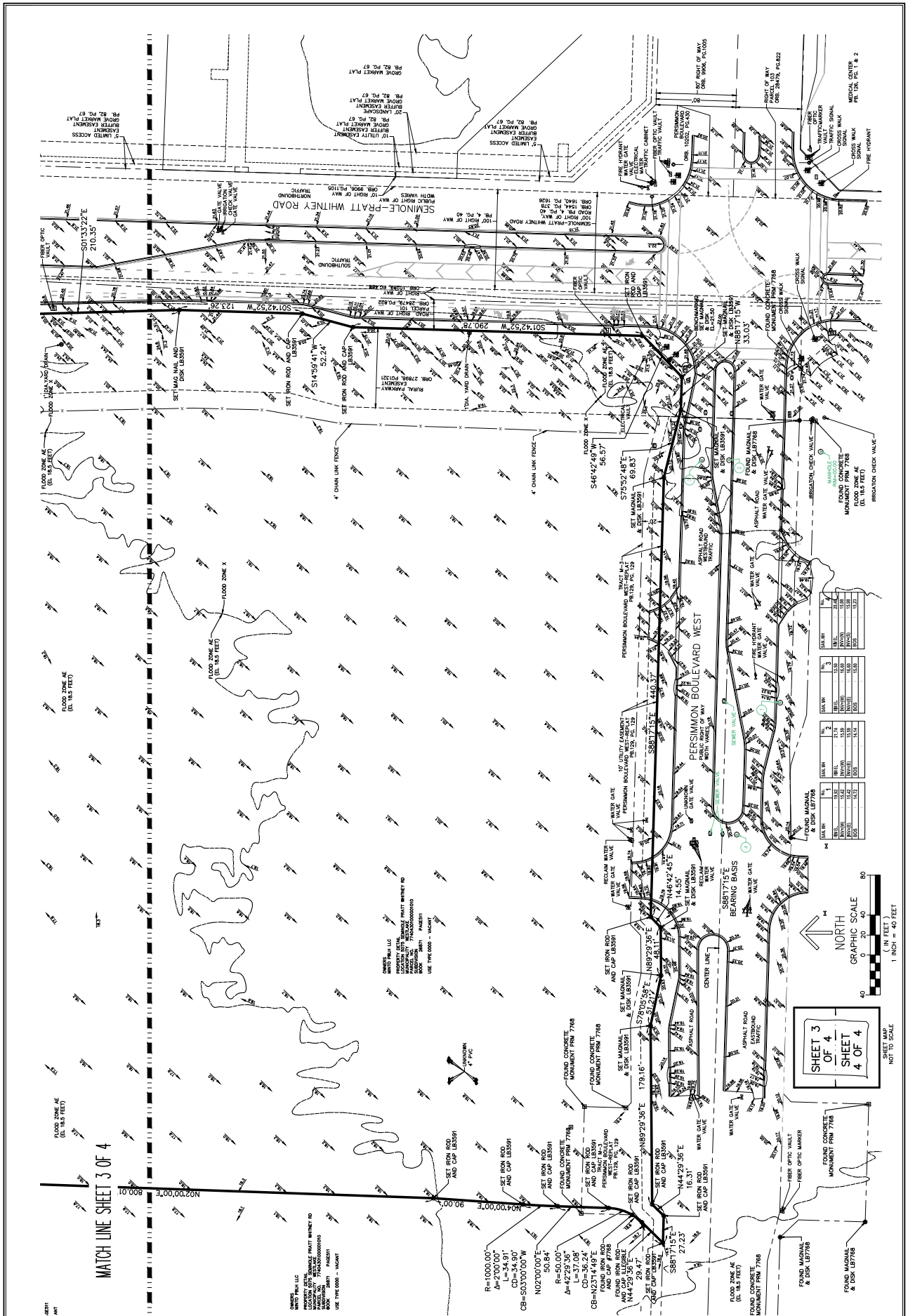
REVISIONS	DATE	BY

FILE NAME	C:\WORK\9505\9505.DWG
REVISIONS	
DATE	
BY	


**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 OLDS ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33424  
 PHONE (561) 392-1991 / FAX (561) 358-4532

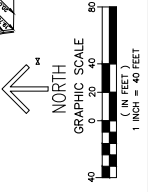
**WESTLAKE PUBLIC**  
**ALTA/NSPS**  
**LAND TILE SURVEY**

DATE	7/19/20
DRAWN BY	AMS
P.E./P.C.	ELEC
SCALE	AS SHOWN
JOB #	8885
SHEET	4
OF 4 SHEETS	



MATCH LINE SHEET 3 OF 4

SHEET 3  
 OF 4  
 SHEET  
 4 OF 4



OWNER: WESTLAKE PUBLIC  
 PROJECT: ALTA/NSPS  
 DATE: 7/19/20  
 DRAWN BY: AMS  
 CHECKED BY: [blank]  
 PLOTTED BY: [blank]

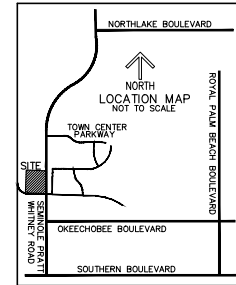
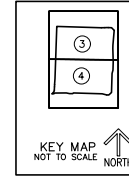
# WESTLAKE PLAZA

A REPLAT OF A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT,  
RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST,  
CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA

THIS INSTRUMENT PREPARED BY  
DAVID P. LINDLEY

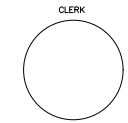
## CAULFIELD and WHEELER, INC.

SURVEYORS - ENGINEERS - PLANNERS  
7900 GLADES ROAD, SUITE 100  
BOCA RATON, FLORIDA 33434 - (561)392-1991  
CERTIFICATE OF AUTHORIZATION NO. LB3591



STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_\_ M.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2022 AND DULY RECORDED  
IN PLAT BOOK \_\_\_\_\_ ON  
PAGE S \_\_\_\_\_ AND  
SHARON R. BOCK  
CLERK AND COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK



SHEET 1 OF 4

### DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS WESTLAKE PLAZA, A REPLAT OF A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W, ALONG THE WEST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 3483.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1198, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°42'02"E, ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'51"E, ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1406.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PALM WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3323.29 FEET; THENCE N.87°12'09"W, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

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- 4) THENCE N.78°03'38"W, A DISTANCE OF 51.20 FEET;
- 5) THENCE S.89°29'36"W, A DISTANCE OF 179.16 FEET;
- 6) THENCE S.44°29'36"W, A DISTANCE OF 16.30 FEET;
- 7) THENCE N.88°17'15"W, A DISTANCE OF 27.23 FEET.

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CONTAINING 20.3205 ACRES, 885,162 SQ. FT. MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

### DEVELOPMENT TRACT

PARCEL A, AS SHOWN HEREON, IS HEREBY RESERVED FOR MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE DEVELOPMENT AND PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF WESTLAKE, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID MINTO PBLH, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF WESTLAKE.

### UTILITY EASEMENTS

ALL UTILITY EASEMENTS DESCRIBED ON THE PLAT ARE PRIVATE NON-EXCLUSIVE EASEMENTS UNLESS EXPRESSLY STATED OTHERWISE THEREIN. ALL UTILITY RIGHTS AND EASEMENTS ESTABLISHED BY OR RESERVED BY THIS PLAT ARE HEREBY DEDICATED IN PERPETUITY TO THE SEMINOLE IMPROVEMENT DISTRICT, (A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTERS 189 AND 296, FLORIDA STATUTES, ITS SUCCESSORS AND ASSIGNS IN PERPETUITY, AS A PUBLIC UTILITY PROVIDER OF WATER, SEWER AND RECLAIMED WATER), ITS SUCCESSORS AND ASSIGNS, SUBJECT TO THOSE CERTAIN RESTRICTIONS OF RIGHTS, COVENANTS AND DEDICATIONS AS MAY HEREAFTER BE IMPOSED BY GRANTOR. PROVIDED FURTHER SAID GRANTS OR ASSIGNMENTS SHALL NOT BE DEEMED A PUBLIC DEDICATION OF SAID RIGHTS OR EASEMENTS, THE SEMINOLE IMPROVEMENT DISTRICT SHALL HAVE THE RIGHT TO GRANT OTHER UTILITY PROVIDERS THE ABILITY TO USE THE EASEMENT, IN ITS SOLE DISCRETION. IN FURTHERANCE OF THE FOREGOING, THERE IS HEREBY GRANTED TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION, ITS AFFILIATES, LICENSEES, AGENTS, SUCCESSORS, AND ASSIGNS (FPL), A NON-EXCLUSIVE EASEMENT FOREVER OVER, UNDER, IN, ON, UPON AND ACROSS THE UTILITY EASEMENT DESCRIBED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITY FACILITIES INCLUDING CABLES, CONDUITS, APPURTENANT EQUIPMENT, AND APPURTENANT ABOVE GROUND EQUIPMENT) TO BE INSTALLED FROM TIME TO TIME, TOGETHER WITH THE RIGHT TO PERMIT FPL TO ATTACH OR PLACE WIRE TO OR WITHIN ANY FACILITIES HEREUNDER AND LAY CABLE AND CONDUIT WITHIN THE EASEMENT AREA AND TO OPERATE THE SAME FOR FPL'S COMMUNICATIONS PURPOSES IN CONNECTION WITH ELECTRIC SERVICE AND THE RIGHT OF INGRESS AND EGRESS TO THE UTILITY EASEMENTS AT ALL TIME.

IN WITNESS WHEREOF, MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

MINTO PBLH, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

BY: JOHN F. CARTER, MANAGER

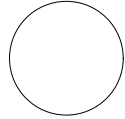
WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MINTO PBLH, LLC



### ACKNOWLEDGEMENT:

STATE OF FLORIDA

COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BY JOHN CARTER, AS MANAGER OF MINTO PBLH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS \_\_\_\_\_ PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
(SEAL)

NOTARY PUBLIC  
PRINT NAME  
MY COMMISSION EXPIRES  
COMMISSION NUMBER:

### ACCEPTANCE OF DEDICATIONS:

SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, HEREBY ACCEPTS THE DEDICATIONS TO SAID DISTRICT AS STATED AND SHOWN HEREON, AND ITS MAINTENANCE OBLIGATIONS FOR SAME, AND HEREBY JOINS IN AND CONSENTS TO THE UTILITY EASEMENTS DEDICATION, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

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

WITNESS: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
BY: SCOTT MASSEY  
PRESIDENT  
WITNESS: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

### ACKNOWLEDGEMENT:

STATE OF FLORIDA

COUNTY OF PALM BEACH

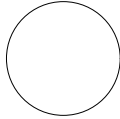
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BY SCOTT MASSEY, AS PRESIDENT OF SEMINOLE IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ON BEHALF OF THE DISTRICT, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
(SEAL)

NOTARY PUBLIC  
PRINT NAME  
MY COMMISSION EXPIRES  
COMMISSION NUMBER:

SEMINOLE IMPROVEMENT DISTRICT



### CITY OF WESTLAKE APPROVAL:

THIS CERTIFIES THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF WESTLAKE BY A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, IN ACCORDANCE WITH SEC. 177.071(2), F.S., AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY THE CITY OF WESTLAKE IN ACCORDANCE WITH SECTION 177.081(1), F.S.

BY: KEN CASSELL  
CITY MANAGER

BY: ROGER MANNING  
CITY MAYOR

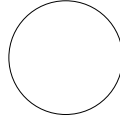
### TITLE CERTIFICATION:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

DATED: \_\_\_\_\_  
HARRY BINNIE, PRESIDENT,  
FOUNDERS TITLE

CITY OF WESTLAKE



### AREA TABULATION

PARCEL A	20.3205 ACRES
TOTAL THIS PLAT	20.3205 ACRES

### SURVEYOR & MAPPER'S NOTES:

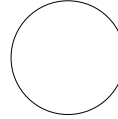
1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE CONDUCE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF WESTLAKE ZONING REGULATIONS.
3. NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY OF WESTLAKE AND SEMINOLE IMPROVEMENT DISTRICT APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS. THERE WILL BE NO ABOVE GROUND ENCROACHMENTS WHERE LAKE MAINTENANCE EASEMENTS AND UTILITY EASEMENTS CONDUCE.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 88°17'15" EAST ALONG THE CENTER LINE OF PERSIMMON BOULEVARD WEST OF SECTION 01-40-43 RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).
5. COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT), AND BASED ON REDUNDANT G.P.S. OBSERVATIONS UTILIZING THE CERTIFIED LENZEMAN NETWORK.
6. LINES INTERSECTING CURVES ARE RADIAL UNLESS SHOWN OTHERWISE.
7. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
8. "NOTICE": THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THAT MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

### SURVEYOR & MAPPER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF WESTLAKE, FLORIDA.

DATED: \_\_\_\_\_  
DAVID P. LINDLEY  
PROFESSIONAL LAND SURVEYOR #5005  
STATE OF FLORIDA  
LB #3591

CITY OF WESTLAKE



SURVEYOR













## CITY OF WESTLAKE

### Engineering Department

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

- 
- 1. DATE:** 9/21/2020
- 2. PETITION NUMBER:** ENG-2020-25
- 3. DESCRIPTION:** Publix of Westlake Plaza – Plat
- APPLICANT:** Cotleur & Hearing
- OWNER:** Minto PBLH, LLC
- REQUEST:** Plat & Boundary Survey Review
- LOCATION:** Westlake, Florida
- 4. STAFF REVIEW:** **RECOMMENDED APPROVAL**

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

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

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

**File Attachments for Item:**

B. Master Site Plan for POD G, the Publix at Westlake Plaza.

**Submitted By:** Legal

**RESOLUTION 2020-33**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN FOR THE PUBLIX AT WESTLAKE PLAZA, CONTAINING A FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A; A BANK WITH DRIVE THROUGH ON PARCEL B; A SIT-DOWN RESTAURANT, ON PARCEL C; FUTURE RETAIL ON PARCEL D; AND A PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, A LIQUOR STORE, AND INLINE RETAIL ON PARCEL E, LOCATED AT 16841 PERSIMMON BOULEVARD SOUTH, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>	November 9, 2020	<b>Submitted By:</b> Legal	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	A Resolution approving the Master Site Plan for POD G, the Publix at Westlake Plaza.		
<b>STAFF RECOMMENDATION:</b> <b>(MOTION READY)</b>	Staff recommends approval of Resolution 2020-33 the Master Site Plan for POD G, the Publix at Westlake Plaza.		
<b>SUMMARY</b> <i>and/or</i> <b>JUSTIFICATION:</b>	<p>The City's Interim Land Development Regulations provides procedures for the review and approval of site plans by the City Council. The Master Site Plan is consistent with all of the requirements of the City of Westlake's Unified Land Development Regulations.</p> <p>The proposed Master Site Plan, SPR 2020-10, which consists of an 1.88 acre of Rural Parkway Easement; Parcel A, which is 1.04 acres with a 4,000 square feet, fast food service with drive through; Parcel B, which is 1.05 acres, with 5,750 square feet for a bank with drive through; Parcel C, is 1.1 acres with a 5,750 square feet sit down restaurant; Parcel D, which is 6.53 acres for future retail; and Parcel E, Phase One, is on 8.60 acres with a one (1) story approximately 48,367 square foot grocery store, with a drive through pharmacy, an approximately 1,400 square foot liquor store.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT:</b>	X	<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet NZ Consultant's Staff Report Resolution Legal Description Master Site Plan Approval Letter(s)		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	X	<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <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>	<b>A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN FOR THE PUBLIX AT WESTLAKE PLAZA, CONTAINING A FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A; A BANK WITH DRIVE THROUGH ON PARCEL B; A SIT-DOWN RESTAURANT, ON PARCEL C; FUTURE RETAIL ON PARCEL D; AND A PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, A LIQUOR STORE, AND INLINE RETAIL ON PARCEL E, LOCATED AT 16841 PERSIMMON BOULEVARD SOUTH, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.</b>		
<b>FISCAL IMPACT (if any):</b>			\$

**RESOLUTION 2020-33**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN FOR THE PUBLIX AT WESTLAKE PLAZA, CONTAINING A FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A; A BANK WITH DRIVE THROUGH ON PARCEL B; A SIT-DOWN RESTAURANT, ON PARCEL C; FUTURE RETAIL ON PARCEL D; AND A PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, A LIQUOR STORE, AND INLINE RETAIL ON PARCEL E, LOCATED AT 16841 PERSIMMON BOULEVARD SOUTH, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City's Land Development Regulations provides procedures for the review and adoption of site plans by the City Council; and

**WHEREAS**, the developer Minto PBLH, LLC, submitted an application for a Master Site Plan review and approval for the Publix at Westlake Plaza, located at 16841 Persimmon Boulevard West, Westlake, Florida, 33470, containing approximately 20.321 acres, legally described in the attached Exhibit "A", and

**WHEREAS**, the City staff have reviewed the proposed Master Site Plan, SPR 2020-10, which consists of an 1.88 acre of Rural Parkway Easement; Parcel A, which is 1.04 acres with a 4,000 square feet, fast food service with drive through; Parcel B, which is 1.05 acres, with 5,750 square feet for a bank with drive through; Parcel C, is 1.1 acres with a 5,750 square feet sit down restaurant; Parcel D, which is 6.53 acres for future retail; and Parcel E, Phase One, is on 8.60 acres with a one (1) story approximately 48,367 square foot grocery store, with a drive through pharmacy, an approximately 1,400 square foot liquor store all as provided in the attached Exhibit "B", (Master Site Plan); and

**WHEREAS**, the applicant will apply for a separate Master Sign Plan for the Westlake Plaza project, therefore, this Master Site Plan does not include approvals for any signage, however, the City staff have reviewed the parking requirements, the drainage requirements, the landscape plans and other site related improvements for the Publix at Westlake Plaza Master Site Plan, and finds the application consistent with the City's Interim Land Development Regulations and the City's Codes; and

**WHEREAS**, the Master Site Plan is consistent with all of the requirements of the City of Westlake’s Interim Land Development Regulations and the City’s Codes, the city staff recommends approval of the Master Site Plan with conditions as set forth in Exhibit “C”; and

**WHEREAS**, pursuant to law, notice has been given by publication in a paper of general circulation in Palm Beach County, notifying the public of this proposed resolution and of the public hearing; and

**WHEREAS**, the City Council for the City of Westlake finds that the adoption and implementation of this resolution is in the best interest and welfare of the residents of the City of Westlake.

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

**Section 1: Recitals:** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2: Approval of Master Site Plan:** The City Council for the City of Westlake hereby approves the Master Site Plan SPR 2020-10, for Publix at Westlake Plaza, consisting of an 1.88 acre of Rural Parkway Easement; Parcel A, which is 1.04 acres with a 4,000 square feet, fast food service with drive through; Parcel B, which is 1.05 acres, with 5,750 square feet for a bank with drive-through; Parcel C, is 1.1 acres with a 5,750 square feet sit-down restaurant; Parcel D, which is 6.53 acres for future retail; and Parcel E, Phase One, is on 8.60 acres with a one (1) story approximately 48,367 square foot grocery store, with a drive through pharmacy, an approximately 1,400 square foot liquor store, located at 16841 Persimmon Boulevard South, Westlake, Florida, 33470, as described in the Master Site Plan, attached hereto as Exhibit “B”, located on approximately 20.3205 acres, in the City of Westlake, and in Palm Beach County, Florida.

**Section 3: Conditions of Approval:** The Master Site Plan approval is subject to the applicant meeting all of the conditions set forth in the development approval, as attached hereto as Exhibit “C”, which is incorporated herein and made a part hereof.

**Section 4. Implementation:** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Resolution.

**Section 5: Effective Date:** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by City Council for the City of Westlake, on this 9th day of November, 2020.

**PUBLISHED** on this 29<sup>th</sup> day of October, 2020 in the Palm Beach Post.

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City of Westlake  
Roger Manning, Mayor

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Zoie Burgess, City Clerk

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

**Exhibit 'C'**  
**Conditions of Approval**  
**Publix Westlake Plaza Master Site Plan**

1. Maintain vacant parcels (A, B, C & D) to keep a visual appearance. The subject parcels will be stabilized, seeded, mulched, regular mowed and receive temporary watering by way of traditional water trucks.



**Exhibit 'A'**  
**Legal Description**  
**Westlake Plaza (Publix)**

A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W. ALONG THE WEST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 349.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°46'28"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'57"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1406.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3323.29 FEET; THENCE N.88°17'08"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES BEING ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101; THENCE S.01°42'52"W., A DISTANCE OF 13.97 FEET; THENCE S.04°59'06"W., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 50.63 FEET; THENCE S.01°33'22"E., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 123.26 FEET; THENCE S.14°59'41"W., A DISTANCE OF 52.24 FEET; THENCE S.01°42'52"W., A DISTANCE OF 290.78 FEET; THENCE S.46°42'49"W., A DISTANCE OF 56.57 FEET; THENCE N.88°17'15"W., A DISTANCE OF 33.03 FEET; THENCE N.75°52'48"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF SAID PUBLIC RECORDS, AND ITS EASTERLY EXTENSION, A DISTANCE OF 69.82 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, FOR THE FOLLOWING SEVEN (7) COURSES:

- 1) N.88°17'15"W., A DISTANCE OF 440.37 FEET;
- 2) THENCE S.46°42'45"W., A DISTANCE OF 14.54 FEET; 3) THENCE S.89°29'36"W., A DISTANCE OF 48.11 FEET; 4) THENCE N.78°05'58"W., A DISTANCE OF 51.20 FEET; 5) THENCE S.89°29'36"W., A DISTANCE OF 179.16 FEET; 6) THENCE S.44°29'36"W., A DISTANCE OF 16.30 FEET; 7) THENCE N.88°17'15"W., A DISTANCE OF 27.23 FEET.

THENCE N.44°29'36"E., A DISTANCE OF 29.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'36", A DISTANCE OF 37.08 FEET TO A POINT OF TANGENCY; THENCE N.02°00'00"E., A DISTANCE OF 50.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1000.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF A SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", A DISTANCE OF 34.91 FEET; THENCE N.04°00'00"E., A DISTANCE OF 90.00 FEET; THENCE N.02°00'00"E., A DISTANCE OF 800.00 FEET; THENCE S.88°17'08"E., A

DISTANCE OF 681.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT

ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 52.00 FEET; THENCE S.43°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.3205 ACRES, 885,162 SQ FT. MORE OR LESS.





## City of Westlake

### Planning and Zoning Department – Staff Report

City Council Meeting 11/9/2020

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#### PETITION DESCRIPTION

**PETITION NUMBER:** SPR-2020-10 Publix Westlake Plaza Master Site Plan  
**OWNER:** Minto PBLH, LLC  
**APPLICANT:** Cotleur & Hearing  
**ADDRESS:** 16841 Persimmon Blvd. West Westlake, FL 33470 (Pod G South)  
**PCN:** 77-40-43-01-00-000-1010  
**REQUEST:** The applicant is requesting approval of a Master Site Plan for a 20.321 acres Commercial Plaza in the Downtown Mixed Use Zoning District. The subject application includes 1.88 acres Rural Parkway Easement; **Parcel A**-1.04 acres-with a 4,000 Sq. Ft. Fast Food with Drive Thru; **Parcel B**-1.05 acres-with a 5,500 Sq. Ft. Bank; **Parcel C**-1.11 acres- with a 5,750 Sq.Ft Seat Down Restaurant; **Parcel D**-6.53 acres- with 65,363 Sq. Ft. Retail; and **Parcel E**-8.60 acres- with a 48,367 sq. ft Publix grocery store with a drive through pharmacy and a 1,400 sq. ft. liquor store; and, 9,600 sq. ft. inline retail/office/medical building (**Phase One**).

#### SUMMARY

The applicant is requesting approval of a Master Site Plan for a 20.321 acres Commercial Plaza in the Downtown Mixed Use Zoning District fronting our Seminole Pratt Whitney Road. The subject Plaza consists of a number of parcels that will be developed in phases including a Publix grocery store with a drive through pharmacy; a liquor store; inline attached retail/office/medical building (Phase One). In the future, the Plaza will also include a fast food and a sit down restaurants, a bank with drive through, and additional retail space.

Design and aesthetics are paramount to the vision and goals of the City of Westlake. This development will be the first NEW shopping plaza of the City's vibrant Seminole Pratt Whitney corridor and will set the standards and precepts for future commercial developments. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that the proposed Publix plaza be consistent with the **City's vision and guiding principles (pages 6 and 7)**. City Staff asked the applicant to proposed aesthetic materials (pavers, others) on main access ways and interior Plaza sidewalks instead of concrete. However, the applicant confirmed that the proposed Plaza will have concrete on main access ways and interior connecting sidewalks. See photos of other Publix plazas in Palm Beach County where decorative sidewalks were installed; and, existing decorative connecting sidewalk materials on Minto's sales center facility at Westlake (pages 5 and 6).

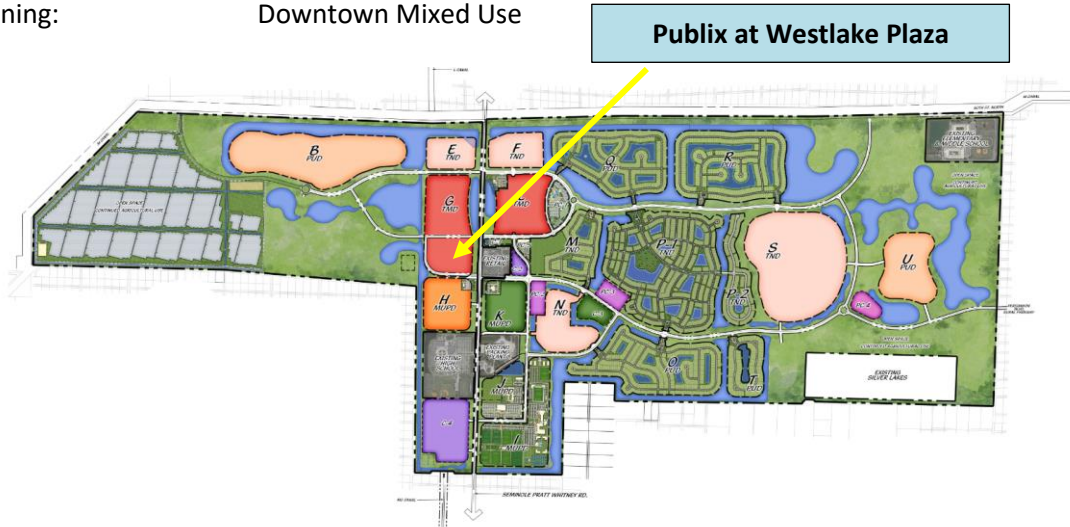
#### STAFF RECOMMENDATION

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

1. Maintain vacant parcels (A, B, C, & D) to keep a visual appearance. The subject parcels will be stabilized, seeded, mulched, regular mowed and receive temporary watering by way of traditional water trucks.

**PETITION FACTS**

- a. Total Gross Site Area: 20.321 acres
- b. Land Use and Zoning
  - Existing Land Use: Vacant/Agricultural
  - Future Land Use: Downtown Mixed Use
  - Zoning: Downtown Mixed Use

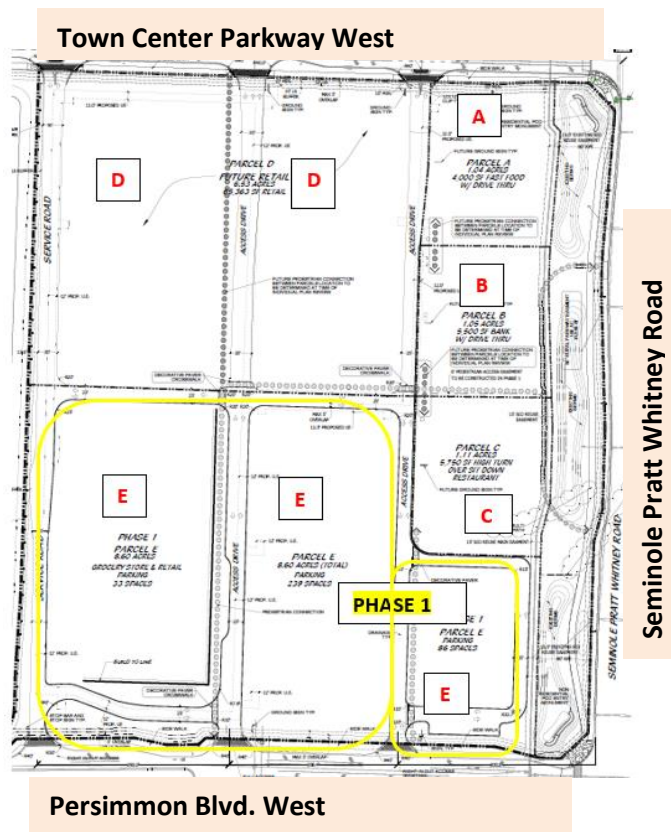


**STAFF ANALYSIS**

The applicant is requesting approval of a Master Site Plan for a 20.321 acres Commercial Plaza in the Downtown Mixed Use Zoning District. The subject Plaza is located west of Seminole Pratt Whitney Road; includes 1.88 acres Rural Parkway Easement and the following parcels:

- Parcel A-** 1.04 acres-with a 4,000 Sq. Ft. Fast Food with Drive Thru
- Parcel B-** 1.05 acres-with a 5,500 Sq. Ft. Bank
- Parcel C-** 1.11 acres- with a 5,750 Sq.Ft Seat Down Restaurant
- Parcel D-** 6.53 acres- with 65,363 Sq. Ft. Retail
- Parcel E-** 8.60 acres- with a 48,367 sq. ft Publix grocery store with a drive thru pharmacy and a 1,400 sq. ft. liquor store; and, 9,600 sq. ft. inline retail/office/medical building **(Phase One).**

**This graphic presents the proposed parcels included on the Master Site Plan**





**Master Site Plan Phases**

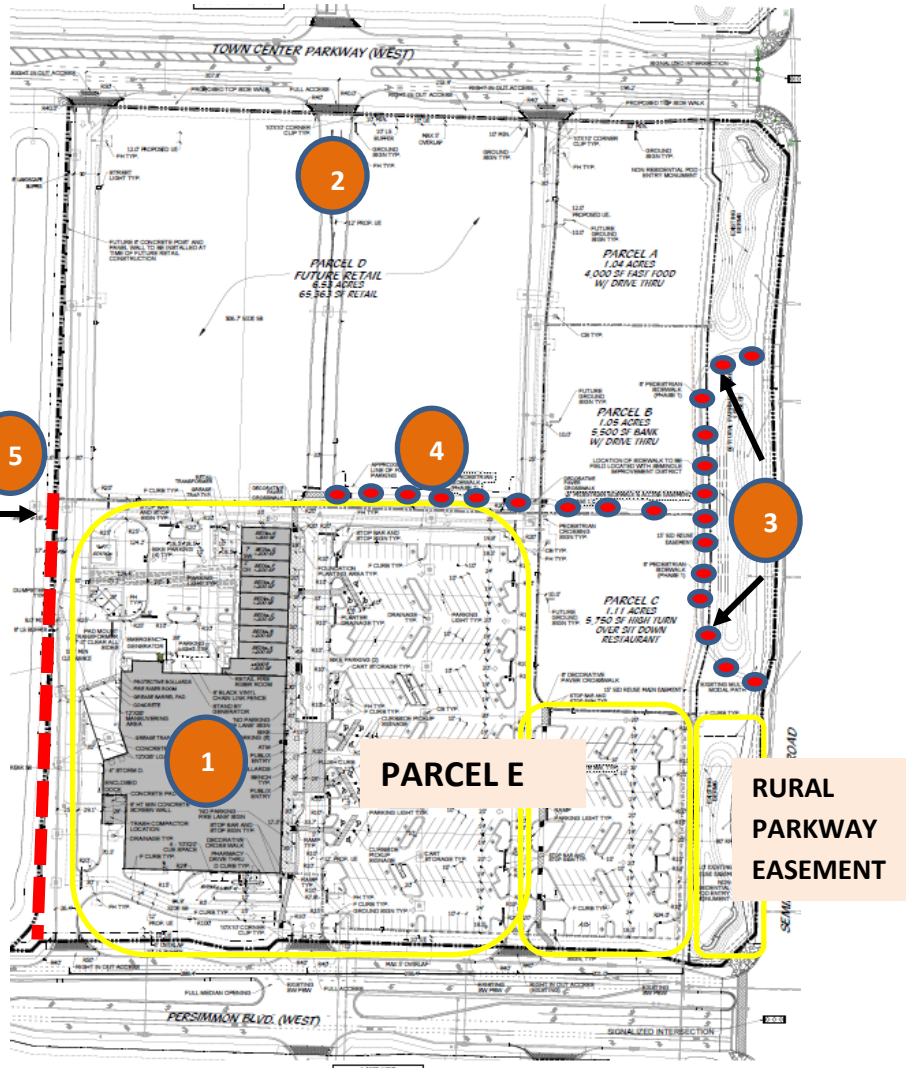
The subject commercial Plaza consists of a number of parcels that will be developed in phases and respective site plans will be submitted for staff review and approval by the City Council. **Phase One** is located in **Parcel E** (8.60 acres) and includes part of the Rural Parkway Easement along with the following structures and site improvements:

1. 48,367 sq. ft Publix grocery store with a drive thru pharmacy; 1,400 sq. ft. liquor store and 9,600 sq. ft. inline retail/office/medical building
2. Accessways to Plaza from Town Center Parkway and Persimmon Blvd.
3. Sidewalk connecting multimodal pathway on the Rural Parkway Easement
4. Interior Plaza Sidewalk
5. Concrete Slip Panel Wall

The Master Site Plan includes Phase One as shown on graphics. Additional phases will be market driven.

**Location of proposed Concrete Slip Wall Panel**

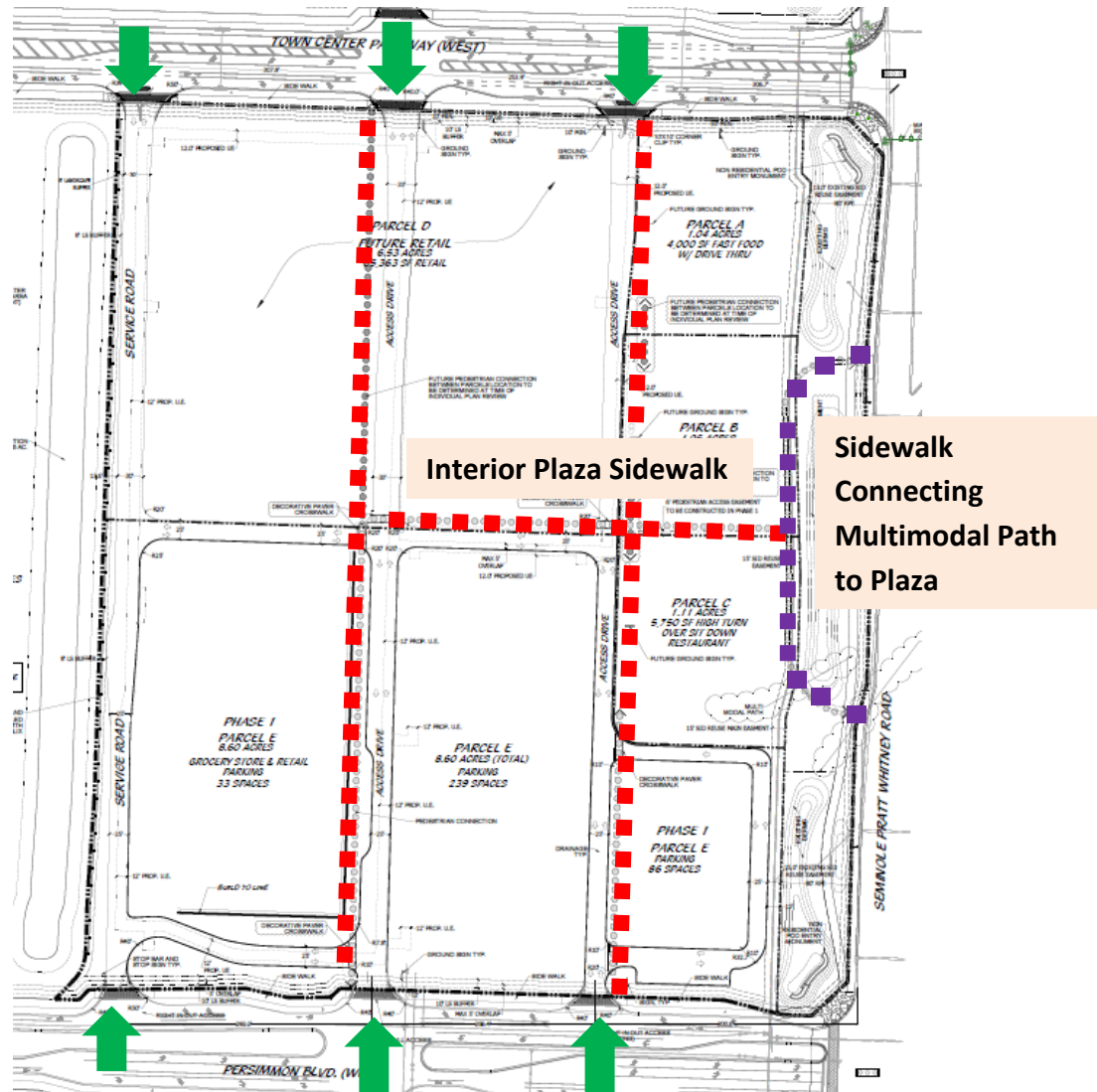
Phase One development will include all parcel E with landscape buffers on Town Center Parkway and along the western boundary of the entire site. The only the portion of the 6' Buffer Concrete Slip Wall Panel Wall adjacent to Parcel E will be constructed in Phase One. The remainder of the wall will be constructed with the future retail development on Parcel D.



Currently, the applicant only defined Phase One. Additional phases will be determined by market demand and respective site plans will be submitted for staff review and approval by the City Council.

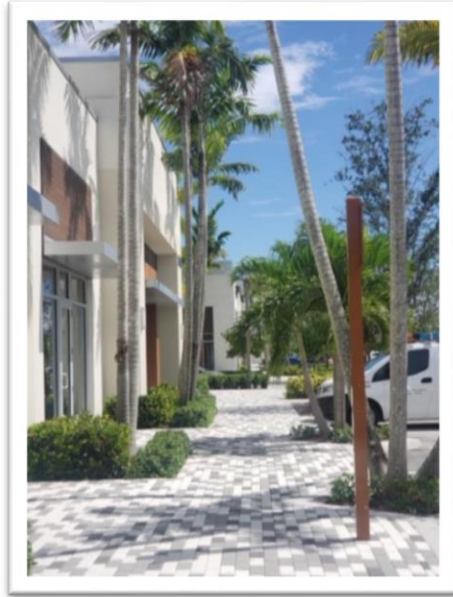
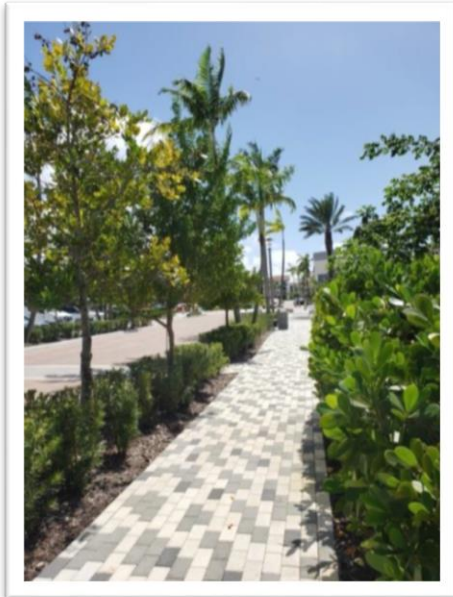
### Accessways and Connecting Sidewalks

The commercial Plaza Master Site Plan provides six (6) points of vehicular access to the site, three (3) from Town Center Parkway (West) from the north, and three (3) from Persimmon Boulevard West, from the south. The western most access point on both Town Center Parkway and Persimmon Boulevard West are intended to primarily support the service and delivery functions of the plaza. Applicant is also proposing two (2) connecting sidewalks from Rural Parkway Easement to plaza, as well as, one (1) internal sidewalk.

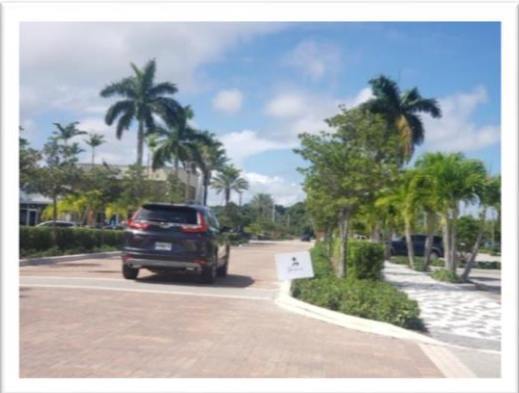


Design and aesthetics are paramount to the vision and goals of the City of Westlake. This development will be the first NEW shopping plaza of the City’s vibrant Seminole Pratt Whitney corridor and will set the standards and precedents for future commercial developments. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that the proposed Publix plaza be consistent with the City’s vision and guiding principles . City Staff asked the applicant to proposed aesthetic materials (pavers, others) on main access ways and interior Plaza sidewalks instead of concrete. However, the applicant confirmed that the proposed Plaza will have concrete on main access ways and interior sidewalks. See photos of other Publix plazas in Palm Beach County:

Publix Super Market at Alton  
5410 Donald Ross Rd. Palm Beach Gardens, FL 33418

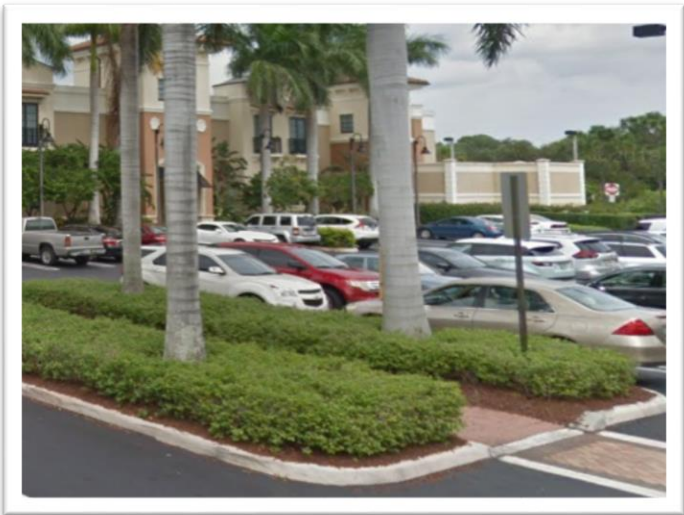
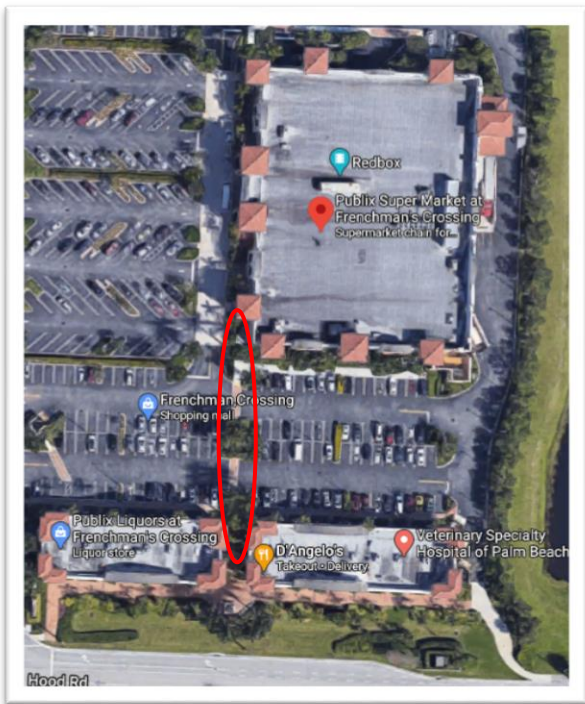


**Interior Plaza Sidewalks**



**Accessway**

Publix Super Market at Frenchman's Crossing  
4101 Hood Rd. Palm Beach Gardens, FL 33410



**Interior Plaza Sidewalk**



In addition to the previous Publix plazas examples, the below photos showcase existing decorative materials used as connecting sidewalks at the Minto’s sales center facility at Westlake.



**Existing Decorative Connecting Sidewalks at Minto’s Sales Center**

### **City’s Comprehensive Plan and Vision**

The City of Westlake Comprehensive Plan adopted in 2018 includes a Data and Analysis section that define the City’s Vision and Guiding Principles. These are the building blocks of the City, and they were formulated by the City Council through a series of workshops. “Build City Character and Identity” guiding principle emphasizes how important is aesthetics and design for the City’s identity and urban character. The subject document includes the following key paragraphs:

#### ***Vision for the City***

*The City will be a vibrant, desirable and welcoming place to live, work and play. The City will support mixed uses and promote safe neighborhoods with access to thriving business districts, employment centers, schools, parks and open spaces. The City will create incentives to promote the development of diverse housing, and will offer public open spaces. An emphasis on the development of complete streets will promote multi-modal transportation opportunities. The City’s plans and policies will embrace public participation, encourage a sustainable community, and stimulate a vibrant economy.*

#### ***The City’s Guiding Principles***

##### ***Build City Character and Identity***

***The City will promote economic development and provide for attractive public spaces through the coordination of building architecture, site design, and streetscape improvements.***

##### ***Balance the Central Communities in Palm Beach County***

*The development of the City will include commercial, employment, and recreational opportunities to help alleviate the existing urban sprawl pattern of development that currently exists in central Palm Beach County.*

##### ***Promote Mixed-Use Corridor***

*The Downtown Mixed-Use Category is important to the development of the City as a center of commerce, employment, and services. Neighborhood centers, which will vary in scale, use, and intensity, will be*

*developed within walking distance of residential neighborhoods to provide accessible and convenient opportunities to work, shop, and participate in civic life.*

*Emphasize Housing Diversity and Livable Neighborhoods*

*A variety of housing choices will be provided to accommodate a diverse range of residents at varying income levels and at all stages of life, including young adults, families, non-family households, empty nesters, retirees, and seniors. Housing opportunities will include small lots, multi-family housing, and live-work units, in addition to the traditional large, single family homes. Neighborhood commercial centers will offer convenient and walkable amenities to residents by providing retail and service facilities.*

*Grow A Vibrant Economy*

*The City will work towards becoming a Sustainable Community with an environmentally, socially, and economically healthy and resilient City for existing and future populations. A healthy and sustainable business environment will be promoted through investment in efficient infrastructure, the provision of incentives, and by fostering development of a community that is attractive to employers and their workers. The Plan will seek to enhance the City's competitive advantage and to attract high quality companies, entrepreneurs, and knowledge-based businesses to the area.*

*Promote Complete Streets, Transportation Choice and Mobility*

*A safe, reliable, and integrated transportation system that supports multiple modes of transportation including walking, biking, mass transit, and motor vehicles will be encouraged within the City. Investment in the transportation system should promote multi-modal travel solutions, especially in the Downtown Mixed-Use Category, around schools, and between neighborhoods.*

**Landscape**

The subject site is landscaped in accordance with Article 7 “Landscape” of the City of Westlake’s Code of Ordinances. Plantings are placed around the perimeter of the building and throughout the parking lot per requirements. Royal Palms line the primary access drive through the plaza. Landscape buffers are proposed along the north, south and west property boundaries. The eastern property boundary is buffered by the existing Rural Parkway Easement.

**Maintenance of Vacant Parcels**

All landscaped areas will be fully irrigated and maintained on a regular basis. The future development parcels (A, B, C, & D) will be stabilized and seeded and mulched with Argentine Bahia Grass. These areas will receive temporary watering by way of traditional water trucks during the initial establishment period. The future development parcels will be regular mowed consistent with industry standards to maintain a neat visual appearance.

**Drainage**

Drainage for each outparcel is not presented at this time. Applicant is required to comply with drainage requirements at the time of each parcel’s development.

**Traffic**

Three new land uses were introduced in this application: high-turnover sit-down restaurant, bank, and fast-food restaurant both with drive through lanes. To account for the trip generated by these new land uses, the applicant proposed “swapping out” trips generated by a portion of Retail and Office land uses, as documented in the trip equivalency statement. The new retail uses attract higher “pass-by” percentages (e.g., an intermediate stop at the bank on the way to an original planned trip). Also, some

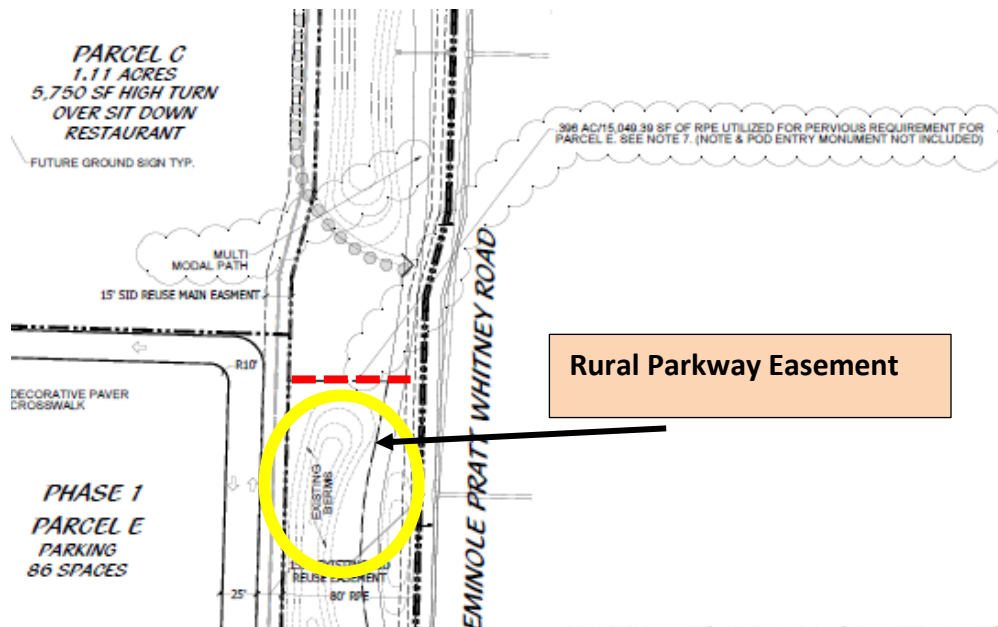
trips are made to more than one land uses (e.g., a stop for coffee before or after a stop at the grocery store). This is referred to as “internalization”. Due to the high pass-by and internalization percentages for the new uses, the internalization with the approved used is kept to that of the general approved Retail use. The total trips projected for this application do not exceed the approved trips for Westlake per the Development Order.

**Roadway Connections**

Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.

**Rural Parkway Easement and Pervious Calculations**

Per the Mixed Use Zoning District, the minimum pervious area is 25%. Parcel E contains 21.04% of pervious area. Since the Rural Parkway Easement (RPE) is included on the plat area, the applicant is proposing to apply 0.396 acres of RPE adjacent to Parcel E in order to satisfy the minimum 25% requirement. The City will monitor percentages from the RPE to be applied toward the pervious areas on future Commercial Plaza developments for Parcel A, B, C, and E.



**FINAL REMARKS**

MPA-2020-03 will be heard by the City Council on November 9, 2020. The public hearing was advertised in compliance with the City’s code. The subject application was reviewed by the City of Westlake staff (Planning and Zoning, Engineering), Seminole Improvement District (SID) and Palm Beach County Fire Rescue. Based upon the facts and findings contained herein, the Planning and Zoning Department recommends approval of the subject application with the following conditions :

1. Maintain vacant parcels (A, B, C, & D) to keep a visual appearance. The subject parcels will be stabilized, seeded, mulched, regular mowed and receive temporary watering by way of traditional water trucks.



## CITY OF WESTLAKE

### Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

[www.westlakegov.com](http://www.westlakegov.com)

- 
1. **DATE:** 10/22/2020
  2. **APPLICATION NUMBER:** MPA-2020-03
  3. **DESCRIPTION:** Master Plan Amendment – Publix Plaza  
**APPLICANT:** Cotleur & Hearing  
**OWNER:** Minto PBLH, LLC  
**REQUEST:** Master Plan Amendment Review  
**LOCATION:** Westlake, FL
  4. **STAFF REVIEW:** **RECOMMENDED APPROVAL**

The Engineering Department recommends approval of the above referenced application.

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

A handwritten signature in blue ink, appearing to read "Suzanne Dombrowski".

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

***Publix at Westlake Plaza***  
***Master Plan***  
***Justification Statement***  
September 11, 2020

**Introduction**

The Applicant has submitted a request for site plan approval for Pod PG-South, a 20.321 acre site, specifically Parcel E of Pod G, situated west of Seminole Pratt Whitney Road, adjacent to the south side of Town Center Parkway, and north of Persimmon Boulevard East. Pod G has a Mixed-Use zoning designation allowing Commercial and Retail Center. A PUBLIX grocery store will anchor this shopping plaza that will include three stand-alone buildings containing a fast-food restaurant with a drive-thru, a sit-down restaurant, and a bank with a drive thru. In all, consisting of 140,000 square feet, this plaza will be located between Town Center Parkway, to its north and Persimmon Blvd. West to its south.

Subsequent to our master site plan submittal, and as requested by staff, Coteleur & Hearing has prepared a simplified Master Plan to accompany the Master Site Plan. The Master Plan simply identifies each proposed development parcel, together with the applicable tabular data, showing the development intensity and densities associated with each parcel. The master plan reflects 5 potential development parcels depicted as parcels A - E. The anticipated use and proposed development entitlement for each parcel is identified on the master plan as well as in the tabular data. The applicant is not proposing to subdivide the parcels into individual lots. A concurrent boundary plat is being processed with this application. Future subdivision for ownership and financing purposes, if required, will be accommodated by metes & bounds. Additionally, we offer the following:

**Authority and Ownership**

The authority and the ownership of the land is by Minto PBLH, LLC, A Florida Limited Liability Company, Its successor and assigns, for future development and purposes consistent with the zoning regulations of the City of Westlake, FL, and is the perpetual maintenance obligation of said Minto PBLH, LLC, its successors and assigns, without recourse to the City of Westlake .

**Proposed Phases**

The Applicant is proposing at least two phases of development. The first phase of development will be the Publix Grocery Store and the related inline retail, as designated on the site plan. This development will be located on Parcel E. The remaining parcels will be developed when market forces demand. All the primary points of access and vehicular driveway connections will be constructed as a part of the first phase of development.

**Total Land Areas**

The Master Plan identifies the land area for each of the respective parcels, together with the locations of the main access points from Persimmon Boulevard, as well as from Town Center Parkway West. The existing and proposed easements are identified on the site plan.

**Circulation**

The required circulation is identified on the plan. As discussed above, the east/west access drive running between Town Center Parkway and Persimmon Boulevard West will be constructed during the first phase of development. The Master Plan also identifies pedestrian connections, as we know them today, which

includes primary pedestrian connection to the multi-modal pathway, as well as a connection to Persimmon Boulevard West. The pedestrian connection to Seminole Pratt has been designed to be pedestrian friendly with landscape an allay of palms on either side.

As the future development plans for other parcels come in, additional pedestrian connection information will be provided. Please note that there are no proposed road rights-of-way associated with this Master Plan.

### **Easements**

All proposed and existing easements are identified on the plan. Additionally, the location of all existing and proposed landscaping buffers are identified on the plan. The easements consist of general utility easements along the adjacent roadway network, utility easements to support the proposed infrastructure and a Seminole Improvement District re use watermain easement which runs parallel to the west side of the RPE along Seminole Prate Whitney.

### **Landscaping**

All existing and proposed landscape buffers are delineated on the master plan. An 80' rural parkway easement and landscape buffer exists along the east boundary adjacent to Seminole Pratt Whitney. 10' Right of Way buffers are proposed along Town Center Parkway to the north and persimmon Boulevard West to the South. An 8' landscape buffer is provided along the west boundary. The buffer will contain a 6' post and panel concrete wall in addition to the required landscape material. The wall will be constructed with the vertical constriction of parcel D and E respectively. The wall adjacent to parcel E will be constructed with the Publix at Westlake Plaza. The wall adjacent to parcel D will be constructed when the buildings for the parcel are constructed.

The Applicant will work closely with Staff on all aspects of this development as necessary. The Applicant and the entire development team are available to answer any questions staff might have and/or provide necessary information to supplement the information provided in the submittal.

**File Attachments for Item:**

C. Site Plan for the Publix Grocery Store located in the Westlake Plaza

**Submitted By:** Legal

**RESOLUTION 2020-34**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 48,367 SQUARE FOOT PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, AN APPROXIMATELY 1,400 SQUARE FOOT LIQUOR STORE, AND APPROXIMATELY 9,600 SQUARE FEET OF INLINE RETAIL, LOCATED IN THE WESTLAKE PLAZA, LOCATED AT 16841 PERSIMMON BOULEVARD WEST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		November 9, 2020	<b>Submitted By:</b> Legal	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution Approving the Site Plan for the Publix Grocery Store located in the Westlake Plaza		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Staff recommends approval of Resolution 2020-34 the Site Plan for the Publix Grocery Store at Westlake Plaza.		
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>The City's Interim Land Development Regulations provides procedures for the review and approval of site plans by the City Council. The Master Site Plan is consistent with all of the requirements of the City of Westlake's Unified Land Development Regulations.</p> <p>The proposed Site Plan will consist one (1) story approximately 48,367 square foot grocery store, with a drive through pharmacy, and approximately 1,400 square foot liquor store located on Parcel E, and approximately 9,600 square feet of retail, office and medical offices, located on approximately 8.72 acres</p>		
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>
		<b>STAFF REPORT:</b>	X	<b>PROCLAMATION:</b>
		<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Cover Sheet Staff Report Resolution Legal Description Site Plan Approval Letter(s)		
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>	X	<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <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>		<b>A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 48,367 SQUARE FOOT PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, AN APPROXIMATELY 1,400 SQUARE FOOT LIQUOR STORE, AND APPROXIMATELY 9,600 SQUARE FEET OF INLINE RETAIL, LOCATED IN THE WESTLAKE PLAZA, LOCATED AT 16841 PERSIMMON BOULEVARD WEST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.</b>		
<b>FISCAL IMPACT (if any):</b>				\$





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**PETITION DESCRIPTION**

**PETITION NUMBER:** SPR-2020-10 Publix at Westlake Plaza Site Plan Review  
**OWNER:** Minto PBLH, LLC  
**APPLICANT:** Cotleur & Hearing  
**ADDRESS:** 16841 Persimmon Blvd. West Westlake, FL 33470 (Pod G South)  
**PCN:** 77-40-43-01-00-000-1010  
**REQUEST:** The applicant is requesting approval of a Site Plan Review for a 48,367 sq. ft Publix grocery store with a drive through pharmacy and a 1,400 sq. ft. liquor store. The subject application also includes an attached 9,600 sq. ft. inline retail/office/medical building; and a plaza landscape plan **(Phase One)**. Note: The subject application does NOT include signage since the applicant will apply for a Master Sign Plan at a later time.

**SUMMARY**

The applicant is requesting approval of a Site Plan Review for a 48,367 sq. ft Publix grocery store with a drive through pharmacy and a 1,400 sq. ft. liquor store. The subject application also includes an attached 9,600 sq. ft. inline retail/office/medical building; and a plaza landscaping plan. The subject application is Phase One of a 20.321 acres Commercial Plaza in the Downtown Mixed Use Zoning District.

Design and aesthetics are paramount to the vision and goals of the City of Westlake. This development will be the first NEW shopping plaza of the City’s vibrant Seminole Pratt Whitney corridor and will set the standards and precepts for future commercial developments. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that the proposed Publix plaza be consistent with the **City’s vision and guiding principles (pages 8 and 9)**. City Staff asked the applicant to proposed aesthetic materials (pavers, others) on main accessways and interior Plaza sidewalks instead of concrete. However, the applicant confirmed that the proposed Plaza will have concrete on main access ways and interior sidewalks. See photos of other Publix plazas in Palm Beach County where decorative sidewalks were installed; and existing decorative connecting sidewalk materials on Minto’s sales center facility at Westlake (pages 7 and 8).

**STAFF RECOMMENDATION**

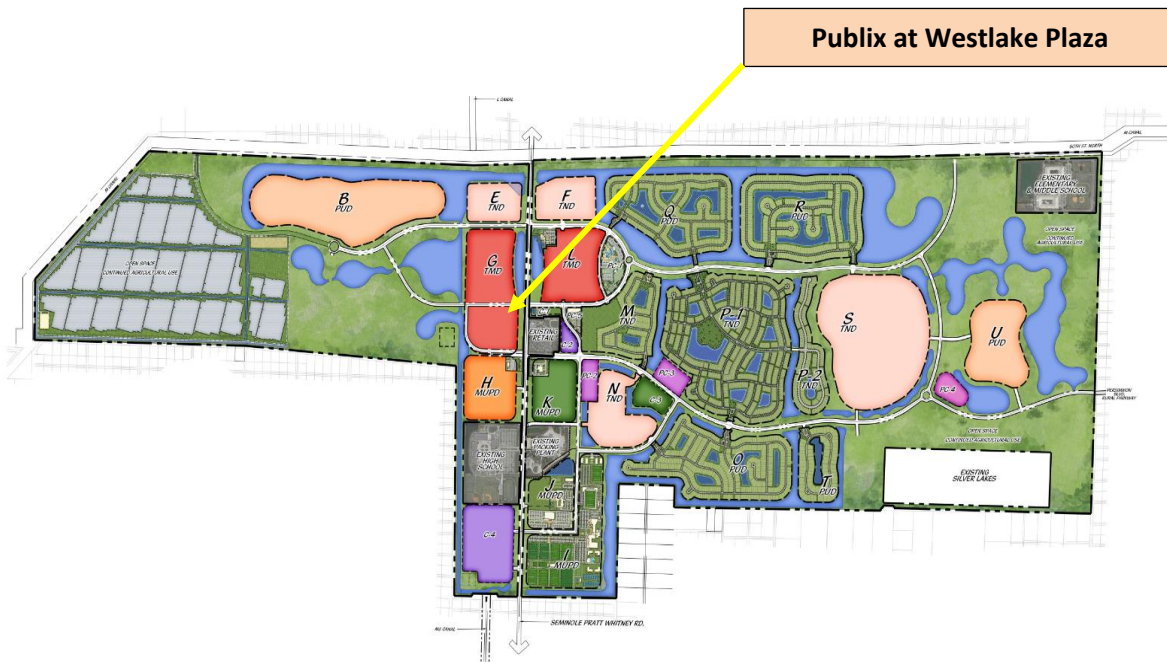
Based upon the facts and findings contained herein, the **Planning and Zoning Department** recommends approval of the subject application. The **Engineering Department** recommends approval of the above referenced application with the following conditions:

1. Off-site dry retention will be dedicated by separate instrument in a form acceptable to the City Attorney. This shall be done prior to issuance of a Land Development Permit by the City.
1. Positive outfall from this site is directed to Town Center Parkway. The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction.
2. Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.

**PETITION FACTS**

- a. Total Gross Site Area: 20.321 acres
- b. Building Data: 48,387 SF for Publix Shopping Center, 1,400 sq. ft. liquor store, 9,600 sq. ft. inline retail/office/medical building
- c. Land Use and Zoning
  - Existing Land Use: Vacant/Agricultural/Utility
  - Future Land Use: Mixed Use
  - Zoning: Mixed Use

	FUTURE LAND USE	ZONING
<b>SUBJECT PROPERTY</b>	Mixed Use	Mixed Use
<b>NORTH</b>	Mixed Use	Mixed Use
<b>SOUTH</b>	Mixed Use	Mixed Use
<b>EAST</b>	Mixed Use & Civic	Mixed Use
<b>WEST</b>	Mixed Use	Mixed Use



**STAFF ANALYSIS**

The subject application is **Phase One** of a 20.321 acres Commercial Plaza in the Downtown Mixed Use Zoning District. The Commercial Plaza consists of a number of parcels that will be developed in phases and respective site plans will be submitted for staff review and approval by the City Council.

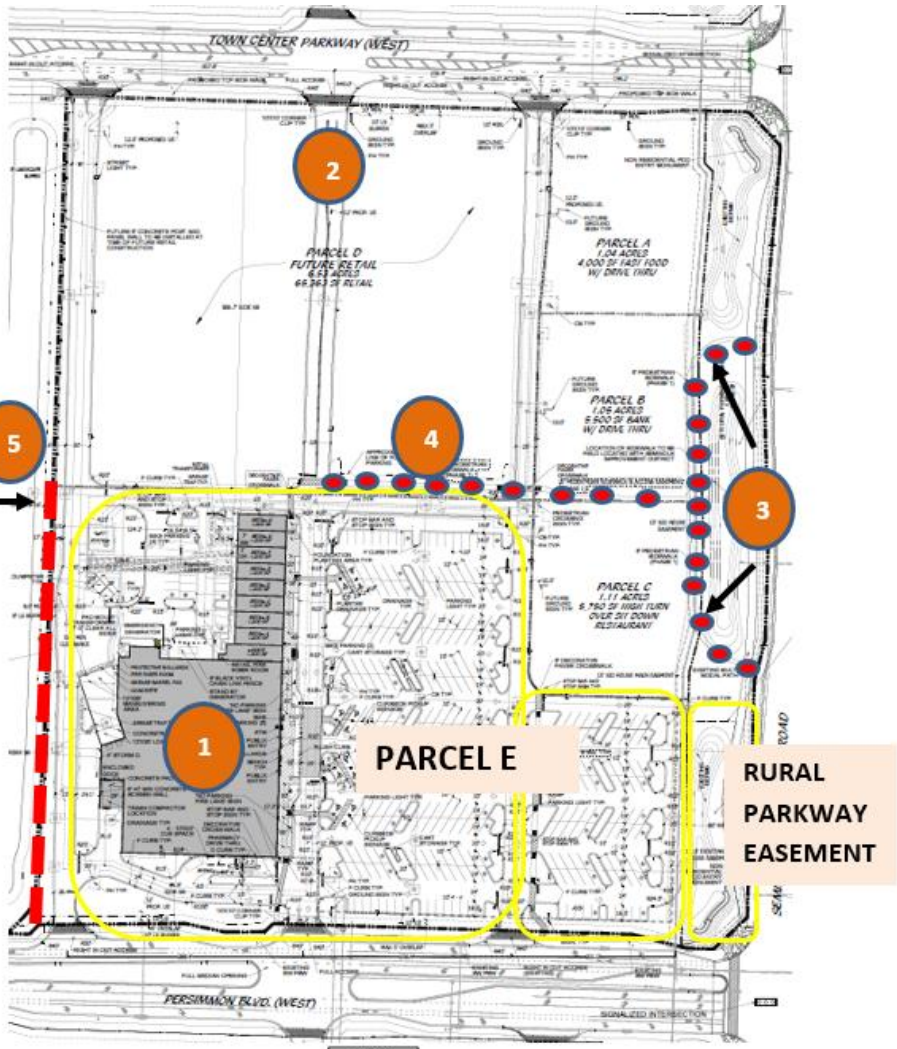
**Phase One** is located in **Parcel E** (8.60 acres) and includes part of the Rural Parkway Easement along with the following structures and site improvements:

1. 48,367 sq. ft Publix grocery store with a drive thru pharmacy; 1,400 sq. ft. liquor store and 9,600 sq. ft. inline retail/office/medical building
2. Accessways to Plaza from Town Center Parkway and Persimmon Blvd.
3. Sidewalk connecting multimodal pathway on the Rural Parkway Easement
4. Interior Plaza Sidewalk
5. Concrete Slip Panel Wall

The Master Site Plan includes Phase One as shown on graphics. Additional phases will be market driven.

**Location of proposed Concrete Slip Wall Panel**

Phase One development will include all parcel E with landscape buffers on Town Center Parkway and along the western boundary of the entire site. The only the portion of the 6' Buffer Concrete Slip Wall Panel adjacent to Parcel E will be constructed in Phase One. The remainder of the wall will be constructed with the future retail development on Parcel D.



The following table presents compliance with applicable zoning code:

Zoning District: Mixed Use	REQUIRED BY CODE	PROPOSED	COMMENTS
Setbacks			
Front	Main Structure: 20'	580'	In compliance
Rear	Main Structure: 10'	71'	In compliance
Side Yard - South	Main Structure: 10'	85'	In compliance
Side Yard - North	Main Structure: 10'	507'	In compliance
Lot Coverage	Max Lot Coverage: 45%	42.89%	In compliance
Building Height	120 ft. max	39'	In compliance
Parking	Required parking: 1/240 SF = 247 Required	354	In compliance
Sidewalks	Pedestrian walkways must be a minimum of 5 ft. wide	5' +	In compliance
Minimum Pervious / Open Space	Minimum 25%	26.91 % <div style="border: 1px solid black; background-color: #fce4d6; padding: 2px; display: inline-block;">See below pervious calculation</div>	In compliance
Bike Racks	5% of parking required. Total: 12 required	12	In compliance

**Rural Parkway Easement and Pervious Calculations**

Per the Mixed Use Zoning District, the minimum required pervious area is 25%. Parcel E contains 21.04% of pervious area, and since the Rural Parkway Easement (RPE) is adjacent to Pod E, the applicant is proposing to use 0.396 acres (5.87%) of the RPE to meet the the minimum 25% requirement.

POD E **21.04 %** (1.83 acres) + Rural Parkway Easement **5.87%** (0.396 acres) = **26.91 %** (2.226 acres)

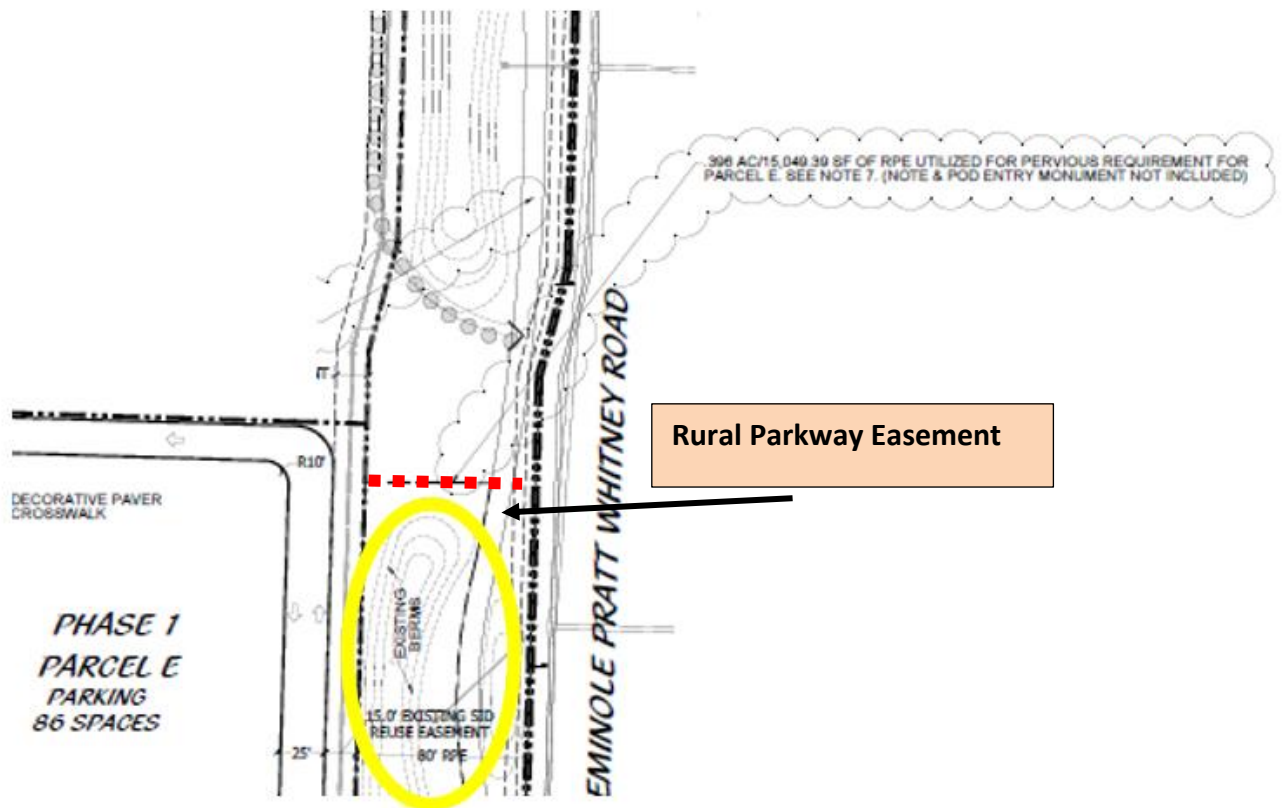


The below information regarding pervious calculation is included on the Site Plan drawing:

**PHASE I PARCEL E OPEN SPACE CALCULATIONS**

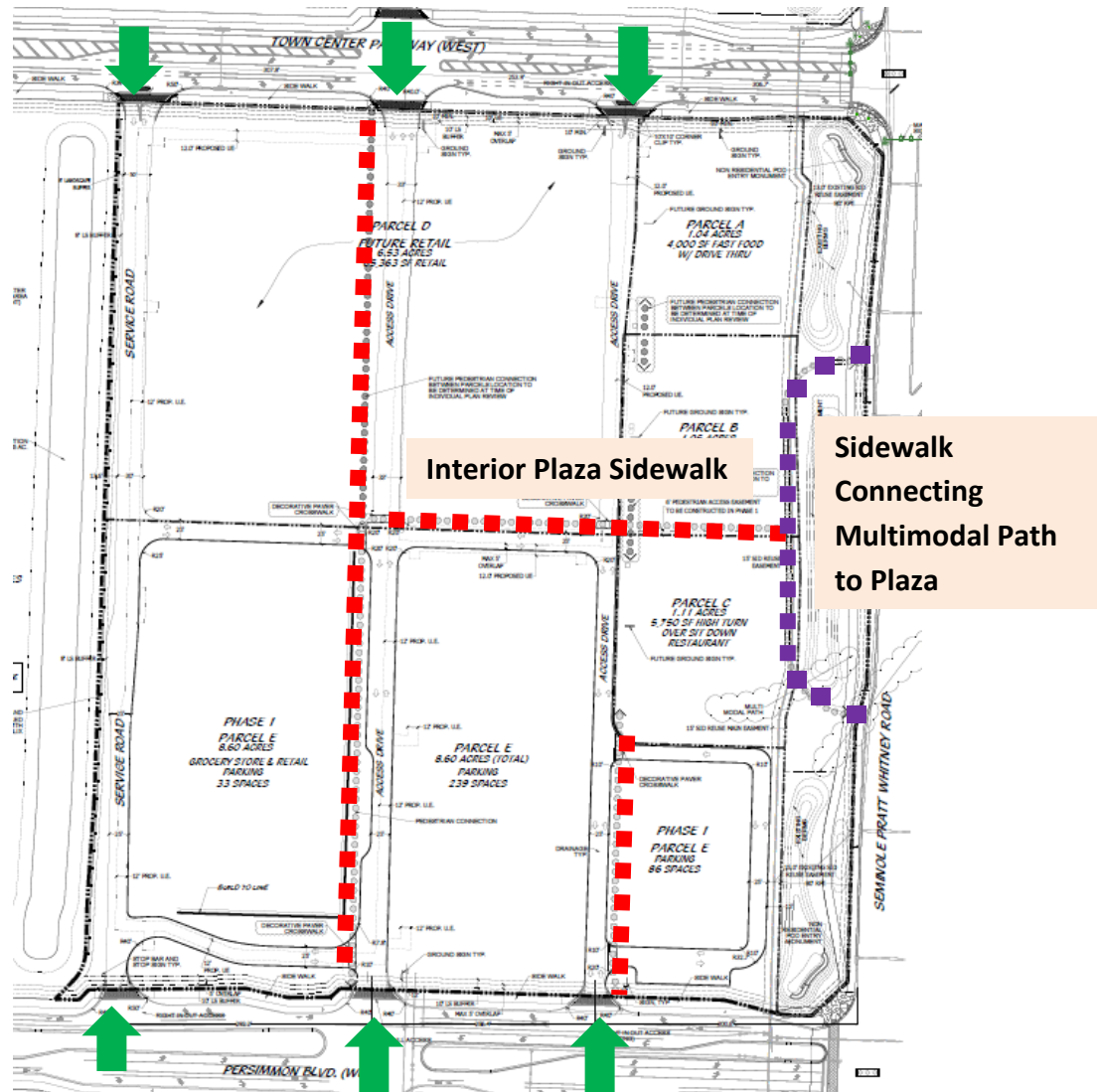
	ACRES	SQ. FEET	PERCENT
<b>PHASE I PARCEL AREA</b>	<b>8.72</b>	<b>379,626</b>	<b>100%</b>
<b>IMPERVIOUS</b>			
BUILDING LOT COVERAGE	1.36	59,387	15.64%
VEHICULAR USE AREAS	5.32	231,896	61.09%
SIDEWALKS AND PLAZAS	0.19	8,486	2.24%
<b>SUBTOTAL</b>	<b>6.88</b>	<b>299,769</b>	<b>78.96%</b>
<b>PERVIOUS (SEE NOTE NUMBER 7)</b>			
LANDSCAPE BUFFERS AND OPEN SPACE	1.83	79,857	21.04%
<b>SUBTOTAL</b>	<b>1.83</b>	<b>79,857</b>	<b>21.04% (SEE NOTE NUMBER 7)</b>
<b>TOTALS</b>	<b>8.72</b>	<b>379,626</b>	<b>100.00%</b>

7. NOTE: THE MINIMUM OVERALL PERVIOUS AREA IS 25%. PARCEL E CONTAINS 21.04% OF PERVIOUS AREA EXCLUDING THE RPE. THE RPE CONTIGUOUS TO PARCEL E CONTAINS 0.544 ACRES (23,675 SF) WHICH IS EQUIVALENT TO 5.87%. 0.396 ACRES (15,049.39 SF) OF THE RPE ADJACENT TO POD E IS BEING UTILIZED TO SATISFY THE MIN 25% REQUIREMENT FOR PARCEL E.



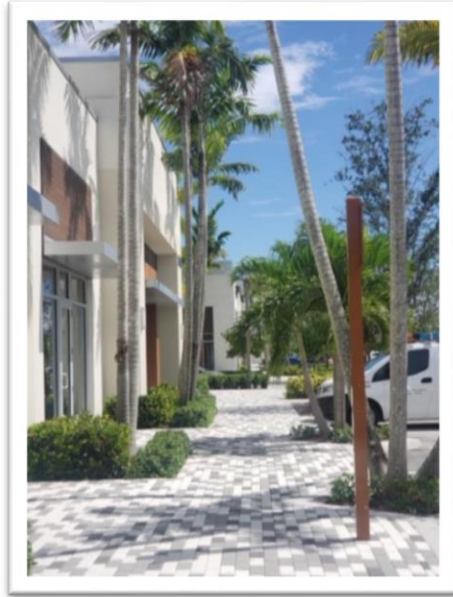
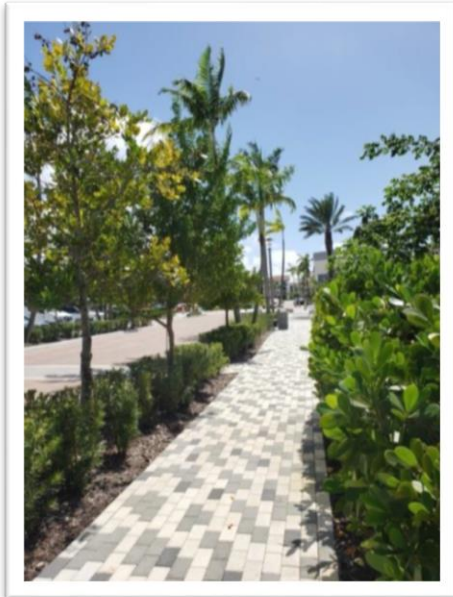
### Accessways and Connecting Sidewalks

The commercial Plaza Master Site Plan provides six (6) points of vehicular access to the site, three (3) from Town Center Parkway (West) from the north, and three (3) from Persimmon Boulevard West, from the south. The western most access point on both Town Center Parkway and Persimmon Boulevard West are intended to primarily support the service and delivery functions of the plaza. Applicant is also proposing two (2) connecting sidewalks from Rural Parkway Easement to plaza, as well as, one (1) internal sidewalk.

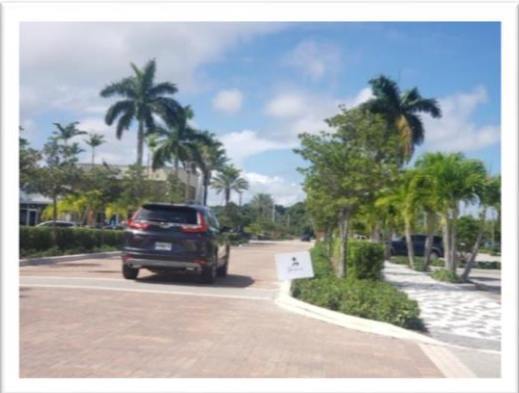


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Publix Super Market at Alton  
5410 Donald Ross Rd. Palm Beach Gardens, FL 33418

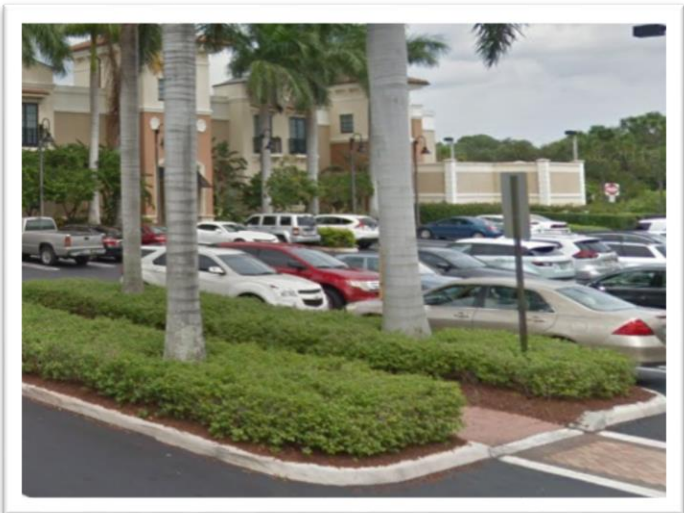
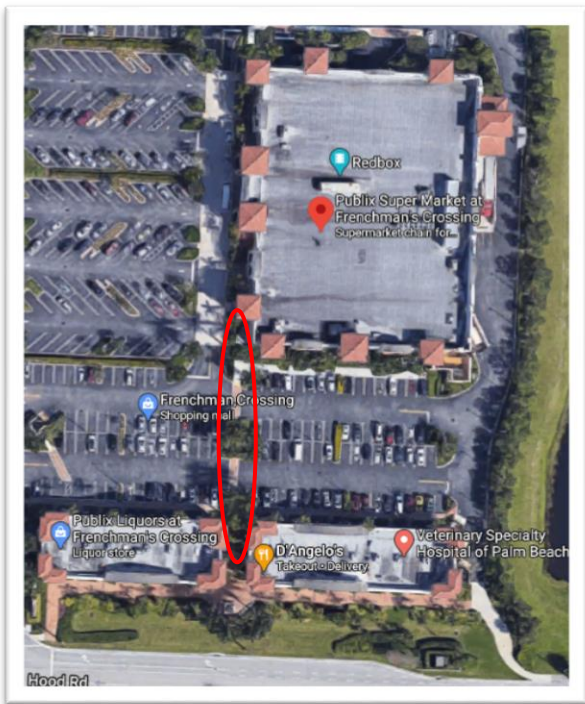


**Interior Plaza Sidewalks**



**Accessway**

Publix Super Market at Frenchman's Crossing  
4101 Hood Rd. Palm Beach Gardens, FL 33410



**Interior Plaza Sidewalk**



In addition to the previous Publix plazas examples, the below photos showcase existing decorative materials used as connecting sidewalks at the Minto’s sales center facility at Westlake.



**Existing Decorative Connecting Sidewalks at Minto’s Sales Center**

### **City’s Comprehensive Plan and Vision**

The City of Westlake Comprehensive Plan adopted in 2018 includes a Data and Analysis section that define the City’s Vision and Guiding Principles. These are the building blocks of the City, and they were formulated by the City Council through a series of workshops. “Build City Character and Identity” guiding principle emphasizes how important is aesthetics and design for the City’s identity and urban character. The subject document includes the following key paragraphs:

#### ***Vision for the City***

*The City will be a vibrant, desirable and welcoming place to live, work and play. The City will support mixed uses and promote safe neighborhoods with access to thriving business districts, employment centers, schools, parks and open spaces. The City will create incentives to promote the development of diverse housing, and will offer public open spaces. An emphasis on the development of complete streets will promote multi-modal transportation opportunities. The City’s plans and policies will embrace public participation, encourage a sustainable community, and stimulate a vibrant economy.*

#### ***The City’s Guiding Principles***

##### ***Build City Character and Identity***

*The City will promote economic development and provide for attractive public spaces through the coordination of building architecture, site design, and streetscape improvements.*

##### ***Balance the Central Communities in Palm Beach County***

*The development of the City will include commercial, employment, and recreational opportunities to help alleviate the existing urban sprawl pattern of development that currently exists in central Palm Beach County.*

##### ***Promote Mixed-Use Corridor***

*The Downtown Mixed-Use Category is important to the development of the City as a center of commerce, employment, and services. Neighborhood centers, which will vary in scale, use, and intensity, will be*



*developed within walking distance of residential neighborhoods to provide accessible and convenient opportunities to work, shop, and participate in civic life.*

**Emphasize Housing Diversity and Livable Neighborhoods**

*A variety of housing choices will be provided to accommodate a diverse range of residents at varying income levels and at all stages of life, including young adults, families, non-family households, empty nesters, retirees, and seniors. Housing opportunities will include small lots, multi-family housing, and live-work units, in addition to the traditional large, single family homes. Neighborhood commercial centers will offer convenient and walkable amenities to residents by providing retail and service facilities.*

**Grow A Vibrant Economy**

*The City will work towards becoming a Sustainable Community with an environmentally, socially, and economically healthy and resilient City for existing and future populations. A healthy and sustainable business environment will be promoted through investment in efficient infrastructure, the provision of incentives, and by fostering development of a community that is attractive to employers and their workers. The Plan will seek to enhance the City’s competitive advantage and to attract high quality companies, entrepreneurs, and knowledge-based businesses to the area.*

**Promote Complete Streets, Transportation Choice and Mobility**

*A safe, reliable, and integrated transportation system that supports multiple modes of transportation including walking, biking, mass transit, and motor vehicles will be encouraged within the City. Investment in the transportation system should promote multi-modal travel solutions, especially in the Downtown Mixed-Use Category, around schools, and between neighborhoods.*

**Publix Architectural Elevation**

The proposed aesthetics for the building is a result of a team work effort between the City Staff and the Architect.

**Initial Façade facing Persimmon Blv.**



LEFT PUBLIX ELEVATION

**Proposed Final Façade facing Persimmon Blvd.**

Extra architectural elements were added to the façade of the building toward Persimmon Blv.



### Proposed Final Façades facing Seminole Pratt Whitney Road



### Inline Retail Façades facing Seminole Pratt Whitney Road



#### Landscape

The subject site is landscaped in accordance with Article 7 “Landscape” of the City of Westlake’s Code of Ordinances. Plantings are placed around the perimeter of the building and throughout the parking lot per requirements. Royal Palms line the primary access drive through the plaza. Landscape buffers are proposed along the north, south and west property boundaries. The eastern property boundary is buffered by the existing Rural Parkway Easement.

#### Drainage

It is proposed that runoff from the subject site be directed to on-site inlets and storm sewer and then connected to and offsite retention area in the parcel immediately to the west of the site. From there, the stormwater is directed to the Master Drainage System within the roadway for water attenuation. Legal positive outfall is available via connection to the Master Drainage System which discharges to the S.I.D. canal system. The offsite retention area will require dedication by separate instrument prior to issuance of a land development permit.

#### Traffic

Three new land uses were introduced in this application: high-turnover sit-down restaurant, bank, and fast-food restaurant both with drive through lanes. To account for the trip generated by these new land uses, the applicant proposed “swapping out” trips generated by a portion of Retail and Office land uses, as documented in the trip equivalency statement. The new retail uses attract higher “pass-by” percentages (e.g., an intermediate stop at the bank on the way to an original planned trip). Also, some trips are made to more than one land uses (e.g., a stop for coffee before or after a stop at the grocery store). This is referred to as “internalization”. Due to the high pass-by and internalization percentages for

the new uses, the internalization with the approved used is kept to that of the general approved Retail use. The total trips projected for this application do not exceed the approved trips for Westlake per the Development Order.

### **Roadway Connections**

Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.

### **Fire Rescue**

The subject application was reviewed by Pedro Segovia with the Palm Beach County Fire Department. See attached approval.

### **FINAL REMARKS**

SPR-2020-10 will be heard by the City Council on November 9, 2020. The public hearing was advertised in compliance with the City's code. The subject application was reviewed by the City of Westlake staff (Planning and Zoning, Engineering), Seminole Improvement District (SID) and Palm Beach County Fire Rescue. Staff is not reviewing signage included on the site plan and elevations since the applicant will apply for a Master Sign Plan at a later time.

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

1. Off-site dry retention will be dedicated by separate instrument in a form acceptable to the City Attorney. This shall be done prior to issuance of a Land Development Permit by the City.
1. Positive outfall from this site is directed to Town Center Parkway. The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction.
2. Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.



## CITY OF WESTLAKE

### Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

[www.westlakegov.com](http://www.westlakegov.com)

- 
1. **DATE:** 10/22/2020
  2. **APPLICATION NUMBER:** SPR-2020-10
  3. **DESCRIPTION:** Publix Plaza Site Plan  
**APPLICANT:** Cotleur & Hearing  
**OWNER:** Minto PBLH, LLC  
**REQUEST:** Site Plan Review  
**LOCATION:** Westlake, FL
  4. **STAFF REVIEW:** **RECOMMENDED APPROVAL**

The Engineering Department recommends approval of the above referenced application with the following conditions:

- Off-site dry retention will be dedicated by separate instrument in a form acceptable to the City Attorney. This shall be done prior to issuance of a Land Development Permit by the City.
- Positive outfall from this site is directed to Town Center Parkway. The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction.
- Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.

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

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

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**RE: Publix Supermarket and Shopping Center City of Westlake. Fire-Rescue Site  
Plan Review Comments.**

2 messages

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**Pedro Segovia** <PSEGOVIA@pbcgov.org>  
To: Gina Lawrence <gina@nzconsultants.net>

No comment.



October 13, 2020

NZ Consultants  
1851 W. Indiantown Road  
Jupiter, FL 33458  
Attn: Gina Lawrence  
Subject: Westlake Plaza

**Intention to Provide Water, Wastewater, and Irrigation Services**

To Ms. Lawrence,

Please accept this letter as a commitment from Seminole Improvement District (SID) to provide water, wastewater, and irrigation services to the above referenced project. It is our intention and within our capability to provide the needed water, wastewater, and irrigation services during and after completion of development of the project. SID has an interlocal utility agreement with Palm Beach County in which SID currently has the reserve capacity of potable water up to 5,000,000 gpd and wastewater capacity up to 4,000,000 gpd.

If you have any questions or need any further information, please do not hesitate to contact our office at 561-392-1991.

Sincerely,

Seminole Improvement District Engineer

*Ryan D. Wheeler*

Ryan D. Wheeler, P.E., LEED AP®

**Caulfield & Wheeler, Inc.**

Consulting Engineers, Surveyors and Landscape Architects  
7900 Glades Road, Suite 100  
Boca Raton, FL 33434  
Boca Phone: 561-392-1991  
Boca Fax: 561-750-1452

**RESOLUTION 2020-34**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 48,367 SQUARE FOOT PUBLIX GROCERY STORE WITH A DRIVE THROUGH PHARMACY, AN APPROXIMATELY 1,400 SQUARE FOOT LIQUOR STORE, AND APPROXIMATELY 9,600 SQUARE FEET OF INLINE RETAIL, LOCATED IN THE WESTLAKE PLAZA, LOCATED AT 16841 PERSIMMON BOULEVARD WEST, IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the City's Land Development Regulations provides procedures for the review and adoption of site plans by the City Council; and

**WHEREAS**, the developer Minto PBLH, LLC, submitted an application for Site Plan review and approval for the Publix at Westlake Plaza, located at 16841 Persimmon Boulevard West, Westlake, Florida, 33470, legally described in the attached Exhibit "A", and

**WHEREAS**, the City staff have reviewed the proposed Site Plan, SPR 2020-10, which consists of a one (1) story approximately 48,367 square foot grocery store, with a drive through pharmacy, and approximately 1,400 square foot liquor store located on Parcel E, and approximately 9,600 square feet of retail, office and medical offices, located on approximately 8.72 acres, as detailed in the attached Exhibit "B", (Site Plan); and

**WHEREAS**, the applicant will apply for a separate Master Sign plan for the Westlake Plaza project, therefore, this Site Plan does not include approvals for any signage, however, the City staff have reviewed the parking requirements, the drainage requirements, the landscape plans and other site related improvements for the Publix shopping center, and finds the application consistent with the City's Interim Land Development Regulations and the City's Codes; and

**WHEREAS**, the Site Plan is consistent with all the requirements of the City of Westlake's Interim Land Development Regulations and the City's Codes, the city staff recommend approval of the Site Plan with conditions as set forth in Exhibit "C"; and

**WHEREAS**, pursuant to law, notice has been given by publication in a paper of general circulation in Palm Beach County, notifying the public of this proposed resolution and of the public hearing; and

**WHEREAS**, the City Council for the City of Westlake finds that the adoption and implementation of this resolution is in the best interest and welfare of the residents of the City of Westlake.

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

**Section 1: Recitals:** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2: Approval of Site Plan:** The City Council for the City of Westlake hereby approves the Site Plan SPR 2020-10 including a one (1) story 48,367 square foot grocery store with a drive through pharmacy, a liquor store and future development of approximately 9,600 square feet retail, office and medical uses for the Publix grocery store located in the Westlake Plaza, located at 16841 Persimmon Boulevard West, Westlake, Florida, 33470, as described in the attached Exhibit "B", located on approximately 8.72 acres, in the City of Westlake, and in Palm Beach County, Florida.

**Section 3: Conditions of Approval:** The Site Plan approval is subject to the applicant meeting all of the conditions set forth in the development approval, as attached hereto as Exhibit "C", which is incorporated herein and made a part hereof.

**Section 4: Implementation:** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Resolution.

**Section 5: Effective Date:** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by City Council for the City of Westlake, on this 9th day of November, 2020.

**PUBLISHED** on this 29<sup>th</sup> day of October, 2020 in the Palm Beach Post.

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City of Westlake  
Roger Manning, Mayor



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Zoie Burgess, City Clerk

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

**Exhibit 'A'**  
**Legal Description**  
**Westlake Plaza (Publix)**

A PORTION TRACT M-3, PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W. ALONG THE WEST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 349.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°46'28"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'57"E. ALONG SAID SOUTHERLY BOUNDARY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1406.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3323.29 FEET; THENCE N.88°17'08"W., A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES BEING ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101; THENCE S.01°42'52"W., A DISTANCE OF 13.97 FEET; THENCE S.04°59'06"W., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 50.63 FEET; THENCE S.01°33'22"E., A DISTANCE OF 210.34 FEET; THENCE S.01°42'52"W., A DISTANCE OF 123.26 FEET; THENCE S.14°59'41"W., A DISTANCE OF 52.24 FEET; THENCE S.01°42'52"W., A DISTANCE OF 290.78 FEET; THENCE S.46°42'49"W., A DISTANCE OF 56.57 FEET; THENCE N.88°17'15"W., A DISTANCE OF 33.03 FEET; THENCE N.75°52'48"W., ALONG THE NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON BOULEVARD WEST - REPLAT, RECORDED IN PLAT BOOK 129, PAGES 129 AND 130, OF SAID PUBLIC RECORDS, AND ITS EASTERLY EXTENSION, A DISTANCE OF 69.82 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD, FOR THE FOLLOWING SEVEN (7) COURSES:

- 1) N.88°17'15"W., A DISTANCE OF 440.37 FEET;
- 2) THENCE S.46°42'45"W., A DISTANCE OF 14.54 FEET; 3) THENCE S.89°29'36"W., A DISTANCE OF 48.11 FEET; 4) THENCE N.78°05'58"W., A DISTANCE OF 51.20 FEET; 5) THENCE S.89°29'36"W., A DISTANCE OF 179.16 FEET; 6) THENCE S.44°29'36"W., A DISTANCE OF 16.30 FEET; 7) THENCE N.88°17'15"W., A DISTANCE OF 27.23 FEET.

THENCE N.44°29'36"E., A DISTANCE OF 29.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°29'36", A DISTANCE OF 37.08 FEET TO A POINT OF TANGENCY; THENCE N.02°00'00"E., A DISTANCE OF 50.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1000.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF A SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", A DISTANCE OF 34.91 FEET; THENCE N.04°00'00"E., A DISTANCE OF 90.00 FEET; THENCE N.02°00'00"E., A DISTANCE OF 800.00 FEET; THENCE S.88°17'08"E., A

DISTANCE OF 681.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 500.00 FEET; THENCE EASTERLY, ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'43", A DISTANCE OF 52.46 FEET TO A POINT

ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 52.00 FEET; THENCE S.43°17'08"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.3205 ACRES, 885,162 SQ FT. MORE OR LESS.

**Exhibit 'C'**  
**Conditions of Approval**  
**Publix at Westlake Plaza Site Plan Review**

1. Off-site dry retention will be dedicated separate instrument in a form acceptable to the City Attorney. This shall be done prior to issuance of a Land Development Permit by the City.
2. Positive outfall from this is directed to Town Center Parkway. The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction.
3. Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.

# PUBLIX AT WESTLAKE

Westlake, Florida



SITE PLAN



North

August 24, 2020  
Job No. 20-084  
Revised 09/08/2020

## DRAINAGE STATEMENT

Publix at Westlake Plaza  
City of Westlake, Florida

### SITE DATA

The subject parcel is located at the northwest corner of Seminole Pratt Whitney Road and Persimmon Boulevard East (a portion of Pod G) in the City of Westlake, Florida and contains approximately 18.44 acres. The parcel is currently vacant and undeveloped. Proposed site development consists of a 140,000 SF Publix Shopping Center (inclusive of future outparcels). For additional information regarding site location and layout, please refer to the site plan prepared by Cotleur & Hearing.

### PROPOSED DRAINAGE

The site is located within the boundaries of the South Florida Water Management District (SFWMD) C-51 basin, Seminole Improvement District (S.I.D.) and the City of Westlake. It is proposed that runoff be directed to on-site inlets and storm sewer with discharge to a proposed off-site dry detention area for ½” dry pre-treatment prior to discharging to the Town Center Parkway west road drainage system north of the site. Legal positive outfall is available via connection to the Master Drainage System. The master development has been permitted under SFWMD ERP No. 50-00021-S. Land use is consistent with the master permit for commercial areas. Under the Master Permit, commercial areas are allowed to contain up to 85% impervious area.

Drainage design is to address the following:

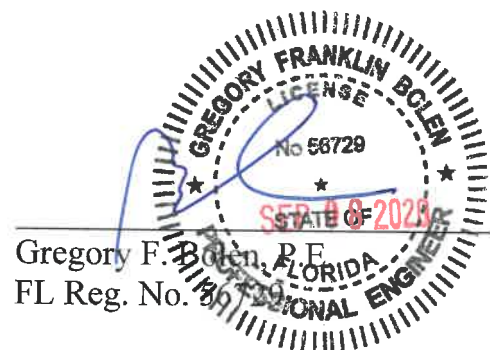
1. Land use, minimum FFE and grading to be consistent with the existing South Florida Water Management District Permit, City of Westlake and Seminole Improvement District criteria.
2. ½” dry water quality pre-treatment to be provided prior to discharge to the

Drainage Statement  
Job No. 20-084  
August 24, 2020 – Page 2  
Revised 09/08/2020

PROPOSED DRAINAGE (CONTINUED)

Required Permits/Approvals:

1. Seminole Improvement District – Drainage Permit
2. South Florida Water Management District – Environmental Resource Permit Modification



# Pod G- South

## *PUBLIX at Westlake Plaza*

### *Justification Statement*

August 24, 2020

#### **Introduction**

Westlake is pleased to soon become home to a PUBLIX shopping plaza, located on 20.321 acres in the southern portion of Pod G. The PUBLIX grocery store will consist of approximately 48,000 square feet and will include three (3) outparcels housing a fast-food restaurant with a drive-thru, a sit-down restaurant, and a bank with a drive thru. A future retail tract is earmarked for approximately 65,000 square feet to accommodate additional retail, office and medical uses. In all, consisting of 140,000 square feet, this plaza will be located between Town Center Parkway, to its north and Persimmon Blvd. West to its south. The three outparcels will be located to the east, abutting Seminole Pratt Whitney Road. Pod G-South is uniquely positioned, as contemplated in the master planning process of Westlake, to house such a retail shopping plaza, not only conveniently located to serve the residents of Westlake, but also serving the western community.

#### **Background**

The Minto Westlake site is located East and West of Seminole Pratt Whitney Blvd., South of 60<sup>th</sup> Street North, and North of 50<sup>th</sup> Street N, East of Mead Hill Drive, and 44<sup>th</sup> Street North, East of 190<sup>th</sup> Terrace North and West of 140<sup>th</sup> 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. To provide consistency with the Development Order and existing zoning, the plan states the FLUA designation as Agricultural Enclave. The property is currently in active construction.

Minto Westlake is roughly co-extensive with 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**

On October 29, 2014, the property received approval from the Board of County Commissioners for a Comprehensive Plan Amendment (Ordinance 2014-030), Rezoning and Preliminary Master Plan (Resolution 2014-1646), and Requested Uses (Resolutions 2014-1647 and 1648).

Ordinance No. 2014-030 approved an amendment to the Comprehensive Plan for the site-specific Agricultural Enclave, including a Conceptual Master Plan and Implementing Principles. The Ordinance also made various text changes to the Plan related to the Agricultural Enclave



Future Land Use. These Amendments were codified and are included as part of the Palm Beach County's Comprehensive Plan.

Resolution No. 2014-1646 approved the Zoning application for the Minto West Traditional Development District. The Resolution included rezoning the property from Agricultural Residential (AR) and Public Ownership (PO) Zoning Districts to the Traditional Town Development (TTD) Zoning District.

Resolution No. R-2014-1647 approved a Requested Use for a College or University to be located within the property.

Resolution No. R-2014-1648 approved a Requested Use for a Hotel to be located within the property.

The Board of County Commission approved a corrective resolution (No. R-2014-1892), which amended Engineering Condition E.9 of Resolution 2014-1646 to add "iii. Notwithstanding the foregoing, no connection of Persimmon Boulevard shall be made to 140th prior to the issuance of the 2700<sup>th</sup> dwelling unit permit."

On June 20, 2016, the City of Westlake became the 39th municipality in Palm Beach County.

On January 23, 2017, the City approved an amendment to the Final Master Plan (MPA-2016-01), which allowed minor adjustments to the pod boundaries and acreages of Pods F, P, Q, R, L, and PC-1, dwelling unit allocations, and rights-of-way.

On November 13, 2017, the City approved an amendment (MPA-2017-01) to the Final Master Plan, which allowed minor adjustments to the pod boundaries, acreages, and dwelling units of Pods R and Q. Eleven dwelling units were transferred from Pod R to Pod Q.

On March 12, 2018, Ordinance No. 2017-05 approved the adoption of the City of Westlake Comprehensive Plan and Future Land Use Map.

Ordinance No. 2018-04 approved an amendment to the City's interim Land Development Code to modify the TDD Block Dimensions and Street Design Standards.

Ordinance No. 2018-05 approved an amendment to the City's interim Land Development Code to modify the TND land use, general standards, lot size and setback regulations.

On April 4, 2018, Resolution No. 2018-12 approved the final plat for Town Center Parkway South, Phase II.

On May 14, 2018, Resolution No. 2018-11 approved the final plat for Town Center Parkway Phase II.

On July 3, 2018, Resolution No. 2018-14 approved the amended final plat for Town Center Parkway South, Phase II.

On July 3, 2018, Resolution No. 2018-15 approved the final plat for Ilex Way Phase 1.

On September 10, 2018, Resolution No. 2018-16 approved the final plat for the Meadows of Westlake Phase 1.

On September 10, 2018, Resolution No. 2018-20 approved the final plat for Del Webb at Westlake. This application has been formally withdrawn.

On September 24, 2018, Resolution No. 2018-24 approved the final plat for the School Site C-3.

On September 24, 2018, Resolution No. 2018-25 approved the final plat for Persimmon Boulevard East, Plat 2.

On October 8, 2018, Resolution No. 2018-28 approved the final plat for Waters Edge Drive.

On December 14, 2018, the City of Westlake approved an amendment (MPA-2018-02) to the Final Master Plan, which allowed minor adjustments to the pod dwelling units of Pods M, O, P, S and to modify the pod acreages of Pods M, P, S, PC-2 and PC-3.

On January 14, 2019, Resolution No. 2019-01 approved the final plat for Ilex Way II.

On January 14, 2019, Resolution No. 2019-02 approved the final plat for Ilex Way III.

On January 14, 2019, Resolution No. 2019-03 approved the final Packing House plat.

On January 14, 2019, Resolution No. 2019-04 approved the final plat for Cresswind 'Pod P'.

On March 11, 2019, Resolution No. 2019-07 approved the final plat for Meadows of Westlake Phase II.

On March 11, 2019, Resolution No. 2019-08 approved the final plat for Westlake Civic Tract.

On March 20, 2019, The City of Westlake approved an amendment (MPA-2019-01) to the Final Master Plan, which allowed minor adjustments to the boundaries, acreages and dwelling unit allocation in Pods P, S, and N.

On May 9, 2019, The City of Westlake approved an amendment to (MPA-2019-02) to the final Master Plan which allowed minor adjustments to the dwelling unit allocation in Pods M and R.

On April 8, 2019, Resolution No. 2019-10 approved the final plat for Sky Cove Phase 1A (Pod M).

On April 8, 2019, Resolution No. 2019-11 approved the final plat for Sky Cove Phase 1B (Pod M).

On July 8, 2019, Resolution No. 2019-12 approved the final plat for 7-Eleven Gas Station.

On July 8, 2019, Resolution No. 2019-15 approved the Site Plan for 7-Eleven Gas Station.

On July 8, 2019, Resolution No. 2019-16 approved the Requested Use for 7-Eleven Gas Station.

On August 12, 2019 Resolution No. 2019-18 approved the Plat for Pod K.

On August 12, 2019, Resolution No. 2019-19 approved the Plat for Pod R (Meadows Phase 2).

On August 12, 2019 Resolution No. 2019-20 approved the Plat for Kingfisher.

On September 9, 2019, Ordinance No. 2019-6 established the Mandatory Signage Design.

On September 9, 2019, Ordinance No. 2019-7 established the Mandatory Landscaping Design and Buffers.

On September 23, 2019, Ordinance No. 2019-9 established Chapter 3 and Adopting of the Zoning Map.

On February 10, 2020, Ordinance No. 2019-10 established Regulations for Parking within the City of Westlake.

On October 28, 2019, Resolution No. 2019-28 approved the Re-plat of Persimmon West.

On October 28, 2019, Resolution No. 2019-32 approved the Requested Use for ISTF.

On October 28, 2019, Resolution No. 2019-31 approved the Site Plan for ISTF Phase 1A.

On October 28, 2019, Resolution No. 2019-33 approved the ISTF Plat.

On October 28, 2019, Resolution No. 2019-35 approved the 7-Eleven 2.0 Requested Use.

On October 28, 2019, Resolution No. 2019- 34 approved the Site Plan for 7-Eleven 2.0.

On October 28, 2019, Resolution No. 2019-36 approved the Plat for Pod H.

On November 4, 2019, Resolution No. 2019-29 approved the Plat for Ilex Way Phase III.

On November 4, 2019, Ordinance 2019-12 approved Chapter 1 (Administration).

On November 4, 2019, Ordinance 2019-13 approved Chapter 2 (Land Development).

On November 4, 2019, Resolution 2019-38 approved the Plat for Christ Fellowship Church West Campus.

On December 9, 2019, Resolution No. 2019-39 approved the Site Plan for Christ Fellowship Church West Campus.

On December 9, 2019, Resolution No. 2019-40 approved the Site Plan for the International Soccer Training Facility Phase 1B (ISTF).

On May 11, 2020, Resolution No. 2020-09 approved the Plat for Cresswind Palm Beach Phase 2 (Pod P), A/K/A (Pod P-1).

On May 11, 2020, Resolution No. 2020-08 approved the final plat for Persimmon Boulevard East Plat 3.

On June 08, 2020, Resolution 2020-10 approved the Plat for Sky Cove Phase 1B (Pod M).

On June 08, 2020, Resolution 2020-12 approved the Plat for Groves of Westlake (Pod O).

On June 08, 2020, Resolution 2020-13 approved the Plat for Tract PC-5 (PBC Tax Collector's and DMV offices)

On June 08, 2020, Resolution 2020-14 approved the Site Plan for the PBC Tax Collector's and DMV offices.

On July 13, 2020, Resolution 2020-16 approved the Site Plan for the Cresswind Palm Beach Amenity Center.

On July 13, 2020, Resolution 2020-11 approved the Final Plat for Green Lane.

On August 10, 2020, Resolution 2020-03 approved a Site Plan Amendment for 7-Eleven 1.0 .

On August 10, 2020, Resolution 2020-04 approved a Site Plan Amendment for 7-Eleven 2.0.

On August 10, 2020, Resolution 2020-05 approved the Final Plat for Persimmon Boulevard East Plat 4.

On August 10,2020, Resolution 2020-22 approved the Final Plat for Groves of Westlake Phase 2.

### **Subject Request**

The Applicant is requesting site plan approval for Pod PG-South, situated west of Seminole Pratt Whitney Road, adjacent to the south side of Town Center Parkway, and north of Persimmon Boulevard East (see Location Map included herein). Pod G has a Mixed-Use zoning designation allowing Commercial and Retail Center. A concurrent plat application is being processed with the Site Plan.

The site plan for the PUBLIX at Westlake Plaza will be processed in accordance with Article 3 “Zoning Districts” of the Westlake Code of Ordinances. The subject site maintains a Land Use designation of Downtown Mixed Use and a Zoning designation of Mixed Use and is subject to site plan review and approval. The proposed shopping center / retail commercial use is considered a permitted use within the Mixed-Use Zoning District. The site development plan will require approval by the Westlake City Council with public notice as required by Article 2, Table 2.3. All of the proposed uses are permitted uses (**P**) within the Mixed Use (**MU**) zoning district as defined by Article 3 Table 3-20 of the City of Westlake Code of Ordinances.

The Site design orients the PUBLIX grocery store and attached inline retail uses towards Seminole Pratt Whitney Road to the east and Persimmon Blvd. (West) to the south. The site plan provides six points of vehicular access to the site, three from Town Center Parkway (West) from the north, and three from Persimmon Boulevard West, from the south. The western most access point on both Town Center Parkway and Persimmon Boulevard West are intended to primarily support the service and delivery functions of the plaza.

As noted previously the overall project site contains 20.321 acres. The Publix at Westlake Plaza will be developed in multiple phases as market demand dictates. The first phase of development will include 59,387 square feet of commercial retail / shopping center uses. Publix will anchor the center with a 48,387 square foot grocery store. At build out of all phases the project will contain 140,000 square feet of commercial use. All future development on the site will be subject to the review and approval of the City of Westlake and City Council.

The first phase of the project will provide pedestrian connectivity to Persimmon Boulevard West. As additional phases are brought on-line additional pedestrian access points will be made to Town Center Parkway and to the multimodal pathway system along Seminole Pratt Whitney Boulevard. Vehicle parking is provided to the east of the PUBLIX store and retail store fronts. All vehicular use areas are well buffered in excess of the minimum requirements. The site is well landscaped in accordance with the requirements of Article 7 “Landscape” of the City of Westlake’s code of ordinances. The foundation Plantings have been designed to conform to the requirements of Article 7, Section 4.15. The applicant is proposing to plan rows of large specimen Royal Palms to line the primary access drives through the Plaza. The specimen Royal Palms will provide a strong sense of arrival and elegance while preserving the needed visibility to the retail stores. The applicant is particularly sensitive to maintaining good visibility as the 80’ rural parkway along east boundary totally obscures all visibility from Seminole Pratt Whitney

Boulevard. The project Signage will comply with the requirements of Article 6, Signage. The applicant intends to submit a Master Signage Plan in accordance with the requirements Section 6.9 of the code. The Master Signage Plan will be submitted under separate cover for review and approval by the City Council. The Site Plan depicts the location of two Non-Residential Pod Entry Monuments and well as the location of anticipated ground signs for plaza and future outparcel. It was important to identify these locations so the landscape design could be developed in harmony with the anticipated future ground signs.

**Conclusion**

The Applicant is requesting approval Pod G-South (PUBLIX at Westlake Plaza) Site Plan Approval, as presented. The Applicant will work closely with Staff to bring this application to completion as quickly as possible. The Applicant and the entire development team are available to answer any questions Staff might have and/or provide necessary information to supplement the information provided in the submittal.





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

**DEPARTMENTAL USE ONLY**  
 Ck. # \_\_\_\_\_  
 Fee: \_\_\_\_\_  
 Intake Date: \_\_\_\_\_  
**PROJECT #**

**APPLICATION FOR SITE PLAN REVIEW**

**PLANNING & ZONING BOARD**

Meeting Date: \_\_\_\_\_

**CITY COUNCIL**

Meeting Date: \_\_\_\_\_

**INSTRUCTIONS TO APPLICANTS:**

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

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

**I. PROJECT DESCRIPTION & APPLICANT INFORMATION**

**PROJECT NAME:** PUBLIX at Westlake Plaza

**PROJECT ADDRESS:** (Pod G South) 16841 Persimmon Blvd. West

**DESCRIPTION OF PROJECT:** A PUBLIX grocery store and various retail, office, and medical uses, including three (3) out-parcels to contain a fast food restaurant with drive-thru, a sit down restaurant and a bank with drive thru. Additional square footage is earmarked for future retail.

Property Control Number (PCN), list additional on a separate sheet: 77-40-43-01-00-000-1010

Estimated project cost: TBD

**Property Owner(s) of Record (Developer)** Minto PBLH, LLC

Address: 16604 Town Center Parkway, Suite B, Westlake, FL 33470

Phone No.: 954-973-4490 Fax No.: \_\_\_\_\_ E-mail Address: JFCarter@mintousa.com

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

Name: Donaldson E. Hearing - Cotleur & Hearing

Address: 1934 Commerce Lane, Ste. 1, Jupiter, FL 33458

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

**II. LAND USE & ZONING**

- A) ZONING MAP DESIGNATION Mixed Use FUTURE LAND USE MAP DESIGNATION Mixed Use
- B) Existing Use(s) Vacant/Agricultural/Utility
- C) Proposed Use(s), as applicable Commercial/Retail Center

**III. ADJACENT PROPERTIES**

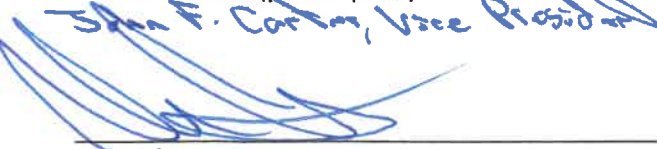
	Name of Business/ Subdivision	Land Use Designation	Zoning Designation	Existing Use(s)	Approved Use(s)
<b>NORTH</b>	Pod G North	Downtown Mixed Use	Mixed Use	Vacant	Retail/Office
<b>SOUTH</b>	Pod H	Downtown Mixed Use	Mixed Use	Vacant	Downtown MXD
<b>EAST</b>	Fire Rescue/Grove Market	Downtown Mixed Use & Civic	Mixed Use	Fire Station & Retail Commercial	Fire Station & Retail Commercial
<b>WEST</b>	Pod G	Downtown Mixed Use	Mixed Use	Vacant	Vacant


**V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT**

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

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

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

1. Minto PBLH, LLC by  
 Owner's Name (please print) Stan F. Corley, Vice President  
  
 Owner's Signature  
8/24/2020  
 Date

Donaldson E. Hearing  
 Applicant/Agent's Name (please print)  
  
 Applicant/Agent's Signature  
 \_\_\_\_\_  
 Date

August 4, 2020  
Revised October 12, 2020

Mr. Ken Cassel, City Manager  
City of Westlake  
4001 Seminole Pratt Whitney Road  
Westlake, Florida 33470

**Re: Publix at Westlake Plaza - #PTC20-055  
Traffic Statement**

Dear Mr. Cassel:

The purpose of this letter is to present a trip generation analysis of the proposed Publix at Westlake Plaza Site Plan Application and an evaluation of the Development Order conditions as required by Engineering Conditions 6a and 6b. Westlake is an approved project under Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC) with a buildout year of 2035. This application is for a 140,000 SF Shopping Center consisting of: 4,000 SF Fast Food Restaurant w/Drive-thru, 5,750 SF High Turnover Sit-down Restaurant, 5,550 SF Bank w/Drive-thru, and 124,700 SF of Retail in Pod G.

Attachment 1A provides a land use inventory of the approved uses, current request and previously approved requests for Westlake. Attachment 1B provides the traffic equivalency table, which is based on the October 12, 2020 Equivalency Analysis. The calculation of daily, AM and PM peak hour trips associated with this site plan is provided on Attachments 2A and 2B. The cumulative trip generation for all proposed site plan applications is provided on Attachments 3A, 3B and 3C for the Daily, AM and PM peak hour trip, respectively. The total trips do not exceed the approved trips for Westlake. The internalization matrices are provided in the Appendix.

Attachment 4 provides a summary of engineering conditions associated with dwelling units or trips. As shown, there are several conditions applicable to this request. These conditions have been met, or will be met upon building permit thresholds. Therefore, the proposed Site Plan Application is in compliance with the Westlake Development Order. Attachment 5 provides the driveway volumes for this site.

Sincerely,



Digitally signed by  
Rebecca J Mulcahy  
Date: 2020.10.12  
15:19:56 -04'00'

Rebecca J. Mulcahy, P.E.  
Vice President

Attachments

ec: John Carter

**Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570**

This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 10/12/20 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**Attachment 1A  
Publix at Westlake Plaza  
Land Use Inventory**

Land Use	ITE Code	Approved Intensity	Current Request	Previously Submitted (1)	Total Utilization To Date	Remaining To Be Built
Residential - SF	210	2,946 DUs		1,428	1,428	1,518
Residential - MF Condos.	230	600 DUs		-	-	600
Residential - 55+ Detached	251	800 DUs		298	298	502
Residential - 55+ Attached	252	200 DUs		-	-	200
Hotel	310	150 Rooms		-	-	150
Community College	540	3,000 Students		3,000 (4)	3,000	-
General Office	710	450,000 SF	100,000 (5)	4,000 (2)	104,000	346,000
Research & Devel.	760	600,000 SF		47,000 (3)	47,000	553,000
Light Industrial	110	450,000 SF		-	-	450,000
Retail	820	500,000 SF	140,000 (5)	16,700	156,700	343,300
Community Center	495	70,000 SF		12,940	12,940	57,060
Church	560	70,000 SF		38,155	38,155	31,845
Daycare	565	10,000 SF		-	-	10,000
Park	412	192 Acres		-	-	192

(1) Represents Pods L, Q, PC-1, K, R, P, O, M, H, I, J, PC-5 and T.

(2) Pod K: 12,379 SF of Free-Standing Emergency Department is equivalent to 4,000 SF of General Office based on previous Equivalency Analysis.

(3) Pod H 7-11: Gas Station, Convenience Store and Car Wash are equivalent to 47,000 SF of R&D based on previous Equivalency Analysis.

(4) The 3,000-student Community College is equivalent to Pod I/J-ISTF and Pod PC-5, Tax Collector's Office based on previous Equivalency Analysis.

(5) This is equivalent to Publix at Westlake Plaza based on Equivalency Analysis.

**Attachment 1B**  
**Publix at Westlake Plaza**  
**Traffic Equivalency Table**

Equivalency No.	Proposed Use		Equivalent Use		Approved Intensity (1)	New Total Allowed
	Land Use	Intensity	Land Use	Intensity		
1	Free-Standing Emergency Dept.	12,379 SF	General Office	4,000 SF	450,000 SF	446,000 SF
2	Gas Station	16 FP	Research & Devel.	47,000 SF	600,000 SF	553,000 SF
	Convenience Store	4,500 SF				
	Car Wash	1 Ln				
3	ISTF	1 Complex	Community College	3,000 St.	3,000 St.	-
4	Tax Collector/Gov. Office	23,735 SF				
5	Publix at Westlake Plaza					
	Retail	124,700 SF	Retail	140,000 SF	500,000 SF	360,000 SF
	Fast Food Restaurant w/DT	4,000 SF	General Office	100,000 SF	446,000 SF	346,000 SF
	High Turnover Sit-down Rest.	5,750 SF				
	Bank w/DT	5,550 SF				

(1) Approved minus previously converted equivalencies.

**Attachment 2A  
Publix at Westlake Plaza  
Daily Trip Generation**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips		External Trips	Pass-by Trips (1)		New External Trips
Retail	820	124,700 SF	$\ln(T) = 0.68\ln(X) + 5.57$	6,986	250	3.6%	6,736	2,580	38.3%	4,156
Fast Food Restaurant w/DT	934	4,000 SF	470.95 /1,000 SF	1,884	154	8.2%	1,730	848	49%	882
High Turnover Sit-Down Rest.	932	5,750 SF	112.18 /1,000 SF	645	52	8.0%	593	255	43%	338
Bank w/DT	912	5,550 SF	100.03 /1,000 SF	555	44	8.0%	511	240	47%	271
<b>TOTALS</b>		<b>140,000 SF</b>		<b>10,070</b>	<b>500</b>	<b>5.0%</b>	<b>9,570</b>	<b>3,923</b>	<b>41%</b>	<b>5,647</b>

(1) Source: Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition and Palm Beach County.

**Attachment 2B**  
**Publix at Westlake Plaza**  
**Peak Hour Trip Generation**

**AM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips	In	Out	Trips	In	Out	Trips	In	Out	Trips	
Retail	820	124,700 SF	0.94 /1,000 SF (62/38)	73	44	117	8	7.0%	69	40	109	42	38.3%	43	24	67
Fast Food Restaurant w/DT	934	4,000 SF	40.19 /1,000 SF (51/49)	82	79	161	6	4.0%	79	76	155	76	49%	40	39	79
High Turnover Sit-Down Rest.	932	5,750 SF	9.94 /1,000 SF (55/45)	31	26	57	3	5.0%	30	24	54	23	43%	17	14	31
Bank w/DT	912	5,550 SF	9.5 /1,000 SF (58/42)	31	22	53	3	5.0%	29	21	50	24	47%	15	11	26
<b>TOTALS</b>		<b>140,000 SF</b>		<b>217</b>	<b>171</b>	<b>388</b>	<b>20</b>	<b>5.2%</b>	<b>207</b>	<b>161</b>	<b>368</b>	<b>165</b>	<b>45%</b>	<b>115</b>	<b>88</b>	<b>203</b>

**PM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips	In	Out	Trips	In	Out	Trips	In	Out	Trips	
Retail	820	124,700 SF	$\ln(T) = 0.74\ln(X) + 2.89$ (48/52)	307	333	640	23	3.6%	296	321	617	236	38.3%	183	198	381
Fast Food Restaurant w/DT	934	4,000 SF	32.67 /1,000 SF (52/48)	68	63	131	10	8.0%	62	59	121	59	49%	32	30	62
High Turnover Sit-Down Rest.	932	5,750 SF	9.77 /1,000 SF (62/38)	35	21	56	4	8.0%	33	19	52	22	43%	19	11	30
Bank w/DT	912	5,550 SF	20.45 /1,000 SF (50/50)	57	56	113	9	8.0%	53	51	104	49	47%	28	27	55
<b>TOTALS</b>		<b>140,000 SF</b>		<b>467</b>	<b>473</b>	<b>940</b>	<b>46</b>	<b>4.9%</b>	<b>444</b>	<b>450</b>	<b>894</b>	<b>366</b>	<b>41%</b>	<b>262</b>	<b>266</b>	<b>528</b>

(1) Source: Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition and Palm Beach County.



**Attachment 3A**  
**Publix at Westlake Plaza**  
**Daily Trip Generation - Cumulative**

**West Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (4)		External Trips	Pass-by Trips (1)		New Trips
Residential - MF Condos.	230	- DUs	6.65 /DU	-	-	0.0%	-	-	0.0%	-	-	0%	-
Residential - 55+ Detached	251	- DUs	8 /DU	-	-	0.0%	-	-	0.0%	-	-	0%	-
Residential - 55+ Attached	252	- DUs	6 /DU	-	-	0.0%	-	-	0.0%	-	-	0%	-
General Office	710	- SF	$\ln(T) = 0.77\ln(X) + 3.65$	-	-	0.0%	-	-	0.0%	-	-	10%	-
Research & Devel.	760	- SF	$\ln(T) = 0.83\ln(X) + 3.09$ (3)	-	-	0.0%	-	-	0.0%	-	-	10%	-
Retail	820	- SF	$\ln(T) = 0.65\ln(X) + 5.83$	-	-	0.0%	-	-	0.0%	-	-	0.0%	-
Park	412	- Acres	2.28 /Acre	-	-	10.0%	-	-	0.0%	-	-	0%	-
Car Wash	PBC	1 Lane	166 /Lane	166	-	0.0%	166	22	13.3%	144	-	0%	144
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	14.3 X PM Peak Hour Trips	3,818	-	0.0%	3,818	399	10.5%	3,419	2,086	61%	1,333
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	9,570	-	0.0%	9,570	1,001	10.5%	8,569	2,459	28.7%	6,110
<b>TOTALS</b>				13,554	-	0.0%	13,554	1,422	10.5%	12,132	4,545		7,587

**East Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (2)		External Trips	Pass-by Trips (1)		New Trips
Residential - SF (N,O,T,U)	210	500 DUs	10 /DU	5,000	350	7.0%	4,650	363	7.8%	4,287	-	0%	4,287
Residential - SF (F,M,P,Q,R,S)	210	928 DUs	10 /DU	9,280	650	7.0%	8,630	673	7.8%	7,957	-	0%	7,957
Residential - MF Condos.	230	- DUs	6.65 /DU	-	-	7.0%	-	-	0.0%	-	-	0%	-
Residential - 55+ Detached	251	298 DUs	8 /DU	2,384	167	7.0%	2,217	184	8.3%	2,033	-	0%	2,033
Hotel	310	- Rooms	8.92 /Room	-	-	0.0%	-	-	0.0%	-	-	10%	-
Community College	540*	- Students	2.29 /Student	-	-	0.0%	-	-	0.0%	-	-	0%	-
General Office	710	- SF	$\ln(T) = 0.77\ln(X) + 3.65$	-	-	29.5%	-	-	0.0%	-	-	10%	-
Research & Devel.	760	- SF	$\ln(T) = 0.83\ln(X) + 3.09$ (3)	-	-	29.5%	-	-	0.0%	-	-	10%	-
Light Industrial	110	- SF	6.97 /1000 SF	-	-	29.5%	-	-	0.0%	-	-	10%	-
Retail	820	16,700 SF	$\ln(T) = 0.65\ln(X) + 5.83$	2,122	1,118	52.7%	1,004	-	0.0%	1,004	572	57.0%	432
Park	412	- Acres	2.28 /Acre	-	-	30.5%	-	-	0.0%	-	-	0%	-
Community Center	495	12,940 SF	33.82 /1000 SF	438	134	30.5%	304	-	0.0%	304	15	5%	289
Church	560	38,155 SF	9.11 /1000 SF	348	106	30.5%	242	-	0.0%	242	12	5%	230
Daycare	565	- SF	74.06 /1000 SF	-	-	30.5%	-	-	0.0%	-	-	50%	-
ISTF	N/A	1 Complex	Pre-Calc'd	5,520	414	7.5%	5,106	158	3.1%	4,948	-	0%	4,948
FSED	650	12,379 SF	Pre-Calc'd	309	104	33.5%	205	13	6.2%	192	19	10%	173
Tax Collector	730	23,735 SF	Pre-Calc'd	536	158	29.5%	378	31	8.1%	347	35	10%	312
<b>TOTALS</b>				25,937	3,201	12.3%	22,736	1,422	5.5%	21,314	653		20,661

<b>COMBINED TOTALS</b>				39,491	3,201	8.1%	36,290	2,844	7.2%	33,446	5,198		28,248
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\* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.

(1) Source: Palm Beach County ULDC Article 13, unless otherwise noted.

(2) Utilized average of individual AM and PM peak hour internalization rates.

(3) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition.

(4) Utilized average of individual AM and PM peak hour internalization rates with adjustments to balance with the east side interzonal trips.

**Attachment 3B**  
**Publix at Westlake Plaza**  
**AM Peak Hour Trip Generation - Cumulative**

**West Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)	External Trips			Interzonal Trips (2)	External Trips			Pass-by Trips (3)	New Trips					
				In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total			
Residential - MF Condos.	230	- DUs	Ln(T) = 0.80Ln(x)+0.26 (17/83)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Detached	251	- DUs	0.22 /DU (35/65)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Attached	252	- DUs	0.2 /DU (34/66)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	Ln(T) = 0.80Ln(x)+1.57 (88/12)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	Ln(T) = 0.87Ln(x)+0.86 (83/17)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	- SF	0.96 /1000 SF (62/38)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-
Park	412	- Acres	0.02 /Acre (61/39)	-	-	-	-	10.0%	-	-	-	-	10.0%	-	-	-	-	0%	-	-	-
Car Wash	PBC	1 Lane	11.97 /Lane (50/50)	6	6	12	-	0.0%	6	6	12	1	8.3%	5	6	11	-	0%	5	6	11
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	-	0.0%	134	133	267	16	6.0%	125	126	251	153	61%	49	49	98
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	207	161	368	-	0.0%	207	161	368	22	6.0%	195	151	346	99	28.7%	139	108	247
<b>TOTALS</b>				<b>347</b>	<b>300</b>	<b>647</b>	<b>-</b>	<b>0.0%</b>	<b>347</b>	<b>300</b>	<b>647</b>	<b>39</b>	<b>6.0%</b>	<b>325</b>	<b>283</b>	<b>608</b>	<b>252</b>		<b>193</b>	<b>163</b>	<b>356</b>

**East Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)	External Trips			Interzonal Trips (2)	External Trips			Pass-by Trips (3)	New Trips					
				In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total			
Residential - SF (N,O,T,U)	210	500 DUs	0.75 /DU (25/75)	94	281	375	25	6.7%	88	262	350	3	0.8%	87	260	347	-	0%	87	260	347
Residential - SF (F,M,P,Q,R,S)	210	928 DUs	0.75 /DU (25/75)	174	522	696	47	6.7%	162	487	649	6	0.9%	160	483	643	-	0%	160	483	643
Residential - MF Condos.	230	- DUs	Ln(T) = 0.80Ln(x)+0.26 (17/83)	-	-	-	-	6.7%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Detached	251	298 DUs	0.22 /DU (35/65)	23	43	66	4	6.7%	21	41	62	1	1.5%	21	40	61	-	0%	21	40	61
Hotel	310	- Rooms	0.53 /Room (59/41)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Community College	540*	- Students	0.11 /Student (87/13)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	Ln(T) = 0.80Ln(x)+1.57 (88/12)	-	-	-	-	12.7%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	Ln(T) = 0.87Ln(x)+0.86 (83/17)	-	-	-	-	12.7%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Light Industrial	110	- SF	0.92 /1000 SF (88/12)	-	-	-	-	12.7%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	16,700 SF	0.96 /1000 SF (62/38)	10	6	16	11	68.8%	2	3	5	-	0.0%	2	3	5	3	57.0%	1	1	2
Park	412	- Acres	0.02 /Acre (61/39)	-	-	-	-	27.1%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Community Center	495	12,940 SF	2.05 /1000 SF (66/34)	18	9	27	7	27.1%	13	7	20	-	0.0%	13	7	20	1	5%	12	7	19
Church	560	38,155 SF	0.56 /1000 SF (62/38)	13	8	21	6	27.1%	9	6	15	-	0.0%	9	6	15	1	5%	9	5	14
Daycare	565	- SF	12.18 /1000 SF (53/47)	-	-	-	-	27.1%	-	-	-	-	0.0%	-	-	-	-	50%	-	-	-
ISTF	N/A	1 Complex	Pre-Calc'd	474	334	808	60	7.4%	432	316	748	23	2.8%	421	304	725	-	0%	421	304	725
FSED	650	12,379 SF	Pre-Calc'd	7	7	14	2	14.3%	7	5	12	1	7.1%	7	4	11	1	10%	6	4	10
Tax Collector	730	23,735 SF	Pre-Calc'd	59	20	79	10	12.7%	52	17	69	5	6.3%	50	14	64	6	10%	45	13	58
<b>TOTALS</b>				<b>872</b>	<b>1,230</b>	<b>2,102</b>	<b>172</b>	<b>8.2%</b>	<b>786</b>	<b>1,144</b>	<b>1,930</b>	<b>39</b>	<b>1.9%</b>	<b>770</b>	<b>1,121</b>	<b>1,891</b>	<b>12</b>		<b>762</b>	<b>1,117</b>	<b>1,879</b>

<b>COMBINED TOTALS</b>				<b>1,219</b>	<b>1,530</b>	<b>2,749</b>	<b>172</b>	<b>6.3%</b>	<b>1,133</b>	<b>1,444</b>	<b>2,577</b>	<b>78</b>	<b>2.8%</b>	<b>1,095</b>	<b>1,404</b>	<b>2,499</b>	<b>264</b>		<b>955</b>	<b>1,280</b>	<b>2,235</b>
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\* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.  
 (1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.  
 (2) Internalization matrices are included in Appendix B.  
 (3) Source: Palm Beach County ULDC Article 13.

**Attachment 3C**  
**Publix at Westlake Plaza**  
**PM Peak Hour Trip Generation - Cumulative**

**West Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)	External Trips			Interzonal Trips (2)	External Trips			Pass-by Trips (3)	New Trips					
				In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total			
Residential - MF Condos.	230	- DUs	$\text{Ln}(T) = 0.82\text{Ln}(x)+0.32$ (67/33)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Detached	251	- DUs	0.27 /DU (61/39)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Attached	252	- DUs	0.25 /DU (54/46)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	1.49 /1000 SF (17/83)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	$\text{Ln}(T) = 0.83\text{Ln}(X)+1.06$ (15/85)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	- SF	$\text{Ln}(T) = 0.67\text{Ln}(X)+3.31$ (48/52)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-
Park	412	- Acres	0.09 /Acre (61/39)	-	-	-	-	10.0%	-	-	-	-	10.0%	-	-	-	-	0%	-	-	-
Car Wash	PBC	1 Lane	13.65 /Lane (50/50)	7	7	14	-	0.0%	7	7	14	3	21.4%	6	5	11	-	0%	6	5	11
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	-	0.0%	134	133	267	48	18.0%	119	100	219	134	61%	46	39	85
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	444	450	894	-	0.0%	444	450	894	161	18.0%	395	338	733	210	28.7%	282	241	523
<b>TOTALS</b>				585	590	1,175	-	0.0%	585	590	1,175	212	18.0%	520	443	963	344		334	285	619

**East Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)	External Trips			Interzonal Trips (2)	External Trips			Pass-by Trips (3)	New Trips					
				In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total			
Residential - SF (N,O,T,U)	210	500 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x)+0.51$ (63/37)	282	165	447	32	7.2%	263	152	415	66	14.8%	215	134	349	-	0%	215	134	349
Residential - SF (F,M,P,Q,R,S)	210	928 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x)+0.51$ (63/37)	491	289	780	56	7.2%	458	266	724	115	14.7%	375	234	609	-	0%	375	234	609
Residential - MF Condos.	230	- DUs	$\text{Ln}(T) = 0.82\text{Ln}(x)+0.32$ (67/33)	-	-	-	-	7.2%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Detached	251	298 DUs	0.27 /DU (61/39)	49	31	80	6	7.2%	46	28	74	12	15.0%	37	25	62	-	0%	37	25	62
Hotel	310	- Rooms	0.6 /Room (51/49)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Community College	540*	- Students	0.14 /Student (54/46)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	1.49 /1000 SF (17/83)	-	-	-	-	46.3%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	$\text{Ln}(T) = 0.83\text{Ln}(X)+1.06$ (15/85)	-	-	-	-	46.3%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Light Industrial	110	- SF	0.97 /1000 SF (12/88)	-	-	-	-	46.3%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	16,700 SF	$\text{Ln}(T) = 0.67\text{Ln}(X)+3.31$ (48/52)	87	94	181	66	36.5%	63	52	115	-	0.0%	63	52	115	66	57.0%	27	22	49
Park	412	- Acres	0.09 /Acre (61/39)	-	-	-	-	33.9%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Community Center	495	12,940 SF	2.74 /1000 SF (49/51)	17	18	35	12	33.9%	11	12	23	-	0.0%	11	12	23	1	5%	10	12	22
Church	560	38,155 SF	0.55 /1000 SF (48/52)	10	11	21	7	33.9%	6	8	14	-	0.0%	6	8	14	1	5%	6	7	13
Daycare	565	- SF	12.34 /1000 SF (47/53)	-	-	-	-	33.9%	-	-	-	-	0.0%	-	-	-	-	50%	-	-	-
ISTF	N/A	1 Complex	Pre-Calc'd	184	239	423	32	7.6%	169	222	391	14	3.3%	163	214	377	-	0%	163	214	377
FSED	650	12,379 SF	Pre-Calc'd	9	10	19	10	52.6%	2	7	9	1	5.3%	2	6	8	1	10%	2	5	7
Tax Collector	730	23,735 SF	Pre-Calc'd	13	28	41	19	46.3%	4	18	22	4	9.8%	2	16	18	2	10%	2	14	16
<b>TOTALS</b>				1,142	885	2,027	240	11.8%	1,022	765	1,787	212	10.5%	874	701	1,575	71		837	667	1,504

<b>COMBINED TOTALS</b>				1,727	1,475	3,202	240	7.5%	1,607	1,355	2,962	424	13.2%	1,394	1,144	2,538	415		1,171	952	2,123
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\* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.  
 (1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.  
 (2) Internalization matrices are included in Appendix B.  
 (3) Source: Palm Beach County ULDC Article 13.

**Approved Total**  
4,932

**Attachment 4**  
**Publix at Westlake Plaza**  
**Conditions Associated with Units or Trips**

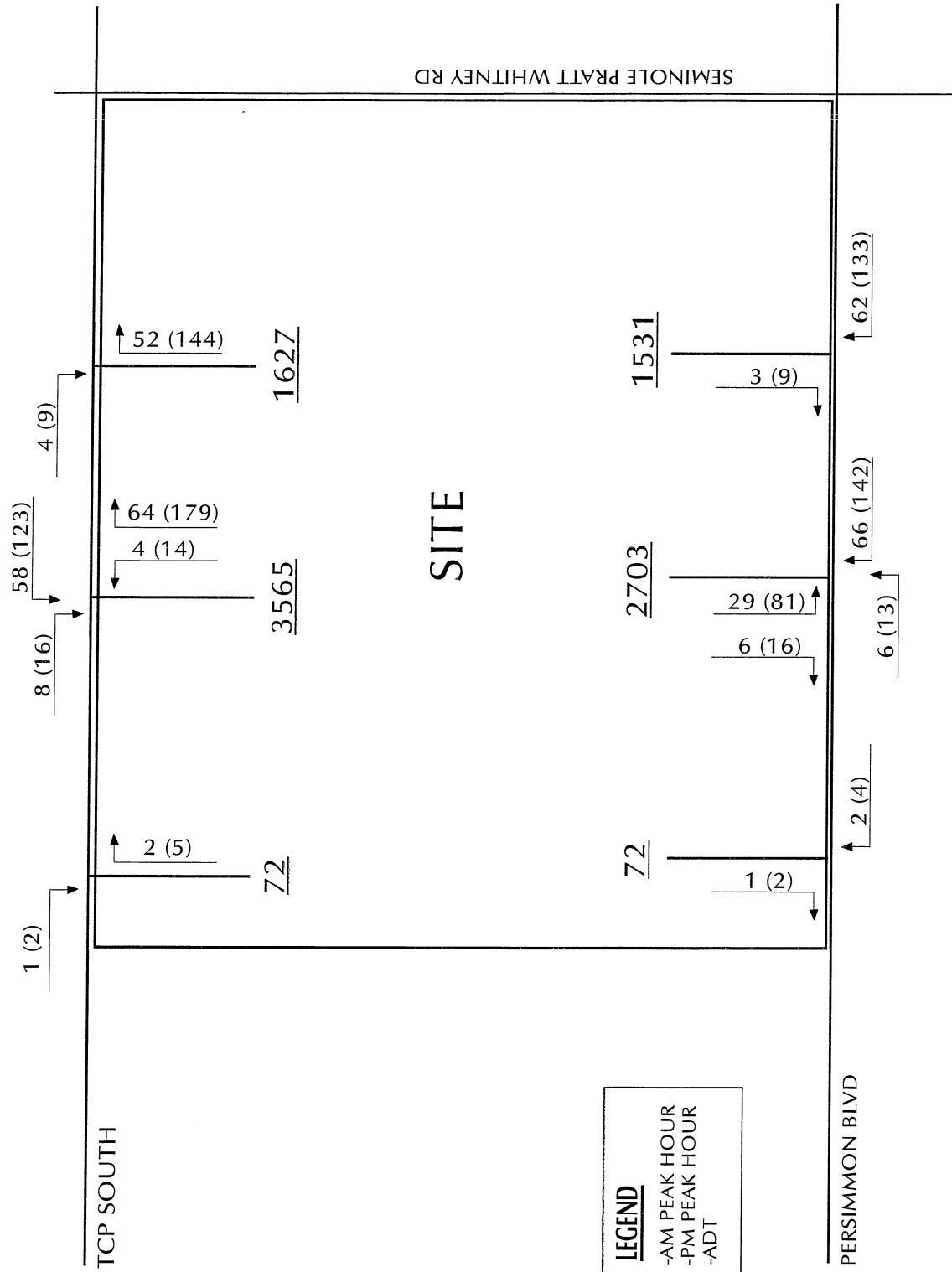
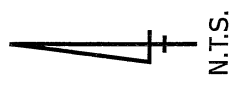
Cond. #	Threshold			Improvement			Applicable ?	Met ?	Notes
	Units	Trips	Date	Roadway	Link	Lanes			
1b	39			Seminole Pratt Whitney Rd	Seminole Ridge H.S. to M Canal	4LD	✓	Yes	Under construction.
1c	83		10/1/2019	Northlake Blvd	Hall Blvd to Coconut Blvd	4LD	✓	Yes	Determined to be met as not applicable.
1d	98		10/1/2019	SR 7	Okeechobee Blvd to 60th St N	4LD	✓	Yes	Determined to be met as not applicable.
1e	304		10/1/2018	SR 7	60th St N to Northlake Blvd	4LD	✓	Yes	Determined to be met as not applicable.
1f	447	251 AM Out	10/1/2017	Northlake Blvd	Seminole Pratt Whitney to Hall Blvd	4LD	✓	Yes	Determined to be met as not applicable.
1g	536		10/1/2016	Intersection	60th St N / RPB Blvd		✓	Yes	Determined to be met as not applicable.
1h	872			Prop Share Payment	\$7,984,927		✓	No	To be paid at 872nd Residential Building Permit
1i	1,021	574 AM Out	10/1/2020	Southern Blvd	Lion Country Safari to Forest Hill Blvd	6LD	✓	Yes	Determined to be met as not applicable.
1j	1,904	1071 AM Out		Prop Share Payment	\$7,356,582		✓	No	To be paid at 1,371 Residential Building Permit <sup>1</sup>
1k	2,269	1276 AM Out	10/1/2020	Roebuck Rd	SR 7 to Jog Rd (or Pay \$1,144,578)	4LD	✓	Yes	Determined to be met as not applicable.
1l	2,430	1367 AM Out		Prop Share Payment	\$3,667,913				
1m	2,581	1452 AM Out		Prop Share Payment	\$9,855,072				
1n	2,706	756 PM Out		Prop Share Payment	\$8,653,561		✓	No	To be paid at 1,246 Residential Building Permit <sup>1</sup>
1o	3,045	1713 AM Out		Prop Share Payment	\$4,558,546				
1p	3,240	1822 AM Out		Prop Share Payment	\$1,180,850				
1q	3446 + 600Condos + 2 55+ Units	2118 AM Out		Prop Share Payment	\$2,281,800				
1r		2125 PM Out		Prop Share Payment	\$832,533				
				CRALLS Payment	\$3,363,800				
1s		2192 AM Out		Prop Share Payment	\$3,701,222				
1t		2270 AM Out		Seminole Pratt Whitney Rd	Persimmon to 60th St N	6LD			
1u			<12/31/18	Seminole Pratt Whitney Rd	Seminole Ridge H.S. to M Canal	4LD		Yes	Under construction.
3	1 year from first non-residential C.O.			Program	Compressed Work Wk/Non-peak Hours				
4		2125 PM Out		Program	Ridesharing				
5a	April 1-1 year from Ridesharing program			Monitoring Report	Compressed Work Wk/Non-peak Hours				
5b	April 1-1 year from Ridesharing program			Monitoring Report	Ridesharing				
6a	Any DRO Application			Trip Generation Analysis			✓	Yes	
6b	Any DRO Application			DO Conditions Evaluated			✓	Yes	
7				Fund	Warranted Traffic Signals				
8	1,300	(East of SPW Rd)		Town Center Pkwy	Seminole Pratt Whitney to 60th St N				Construct or pay \$9,000,000
9	3,000	(East of SPW Rd)		Persimmon (2nd E/W Conn)	Seminole Pratt Whitney to East of Proj				Construct or pay \$9,000,000
10	2,600			60th St N (North E/W Conn)	W of SPW to Seminole Pratt Whitney				
11	0 after Persimmon connection			Payment	\$1,500,000				
12	0 after 60th St connection			Payment	\$3,000,000				

<sup>1</sup> Calculation of Residential building permits is based on the inclusion of the following non-residential uses: Gas Station/C-store, carwash and 140,000 SF of Retail uses on west side; and 16,700 SF Retail, 12,940 SF Community Center, 38,155 SF Church, 1 Soccer Complex, 12,379 SF FSED, and 23,735 SF Tax Collector on east side.



ATTACHMENT 5  
PROJECT DRIVEWAY VOLUMES

PUBLIX AT  
WESTLAKE PLAZA

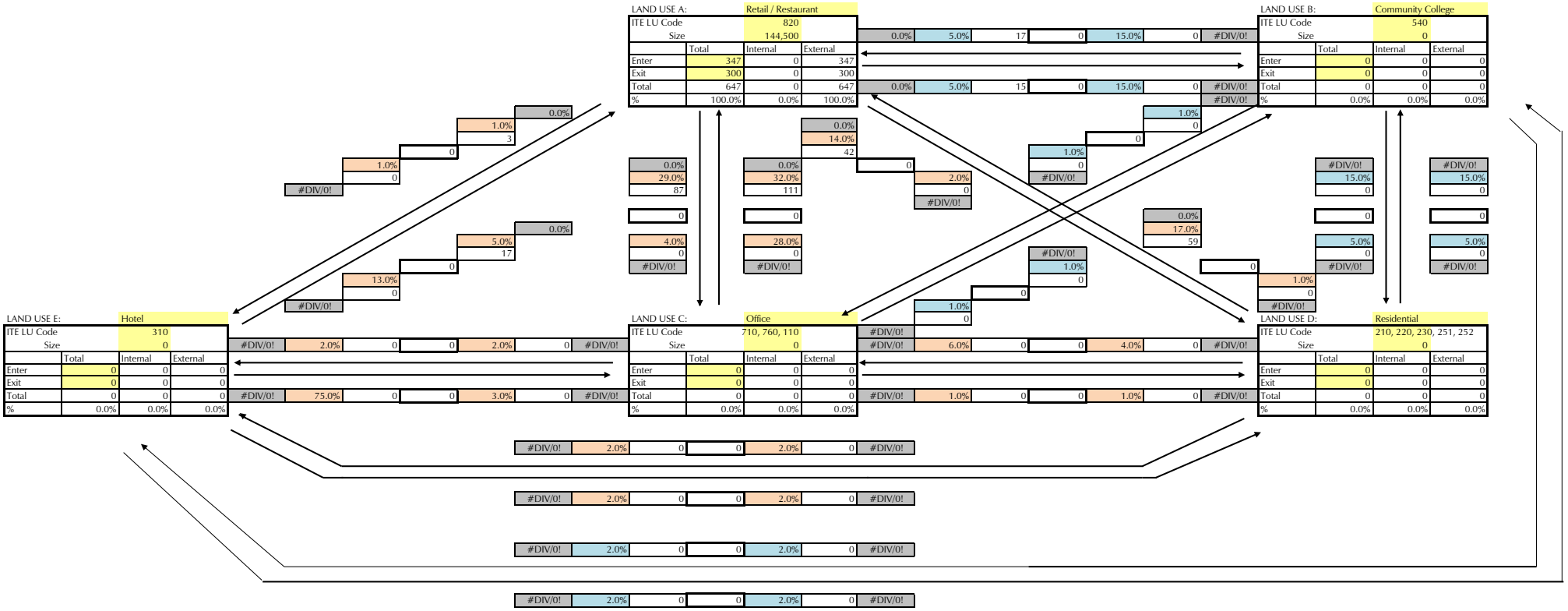


**LEGEND**  
 XX -AM PEAK HOUR  
 (XX) -PM PEAK HOUR  
 XXX -ADT

# APPENDIX

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - West Side  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	347	0	0	0	0	347
Exit	300	0	0	0	0	300
Total	647	0	0	0	0	647
Single-Use Trip Gen. Estimate	647	0	0	0	0	647
						0.0%

**INTERNAL CAPTURE**

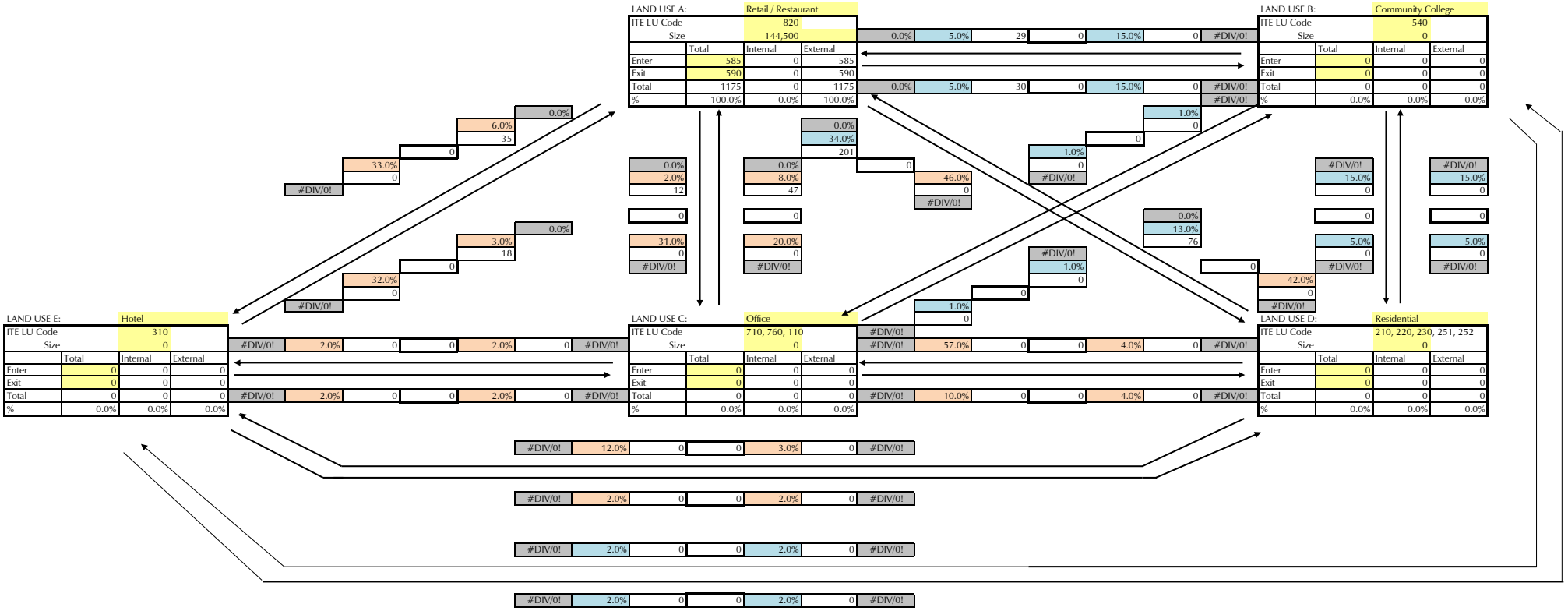
**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.



**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - West Side  
 TIME PERIOD: PM Peak Hour Traffic  
 DATE: 10/08/20



Net External Trips for Multi-Use Development							
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL	
Enter	585	0	0	0	0	585	
Exit	590	0	0	0	0	590	
Total	1175	0	0	0	0	1175	
Single-Use Trip Gen. Estimate	1175	0	0	0	0	1175	0.0%

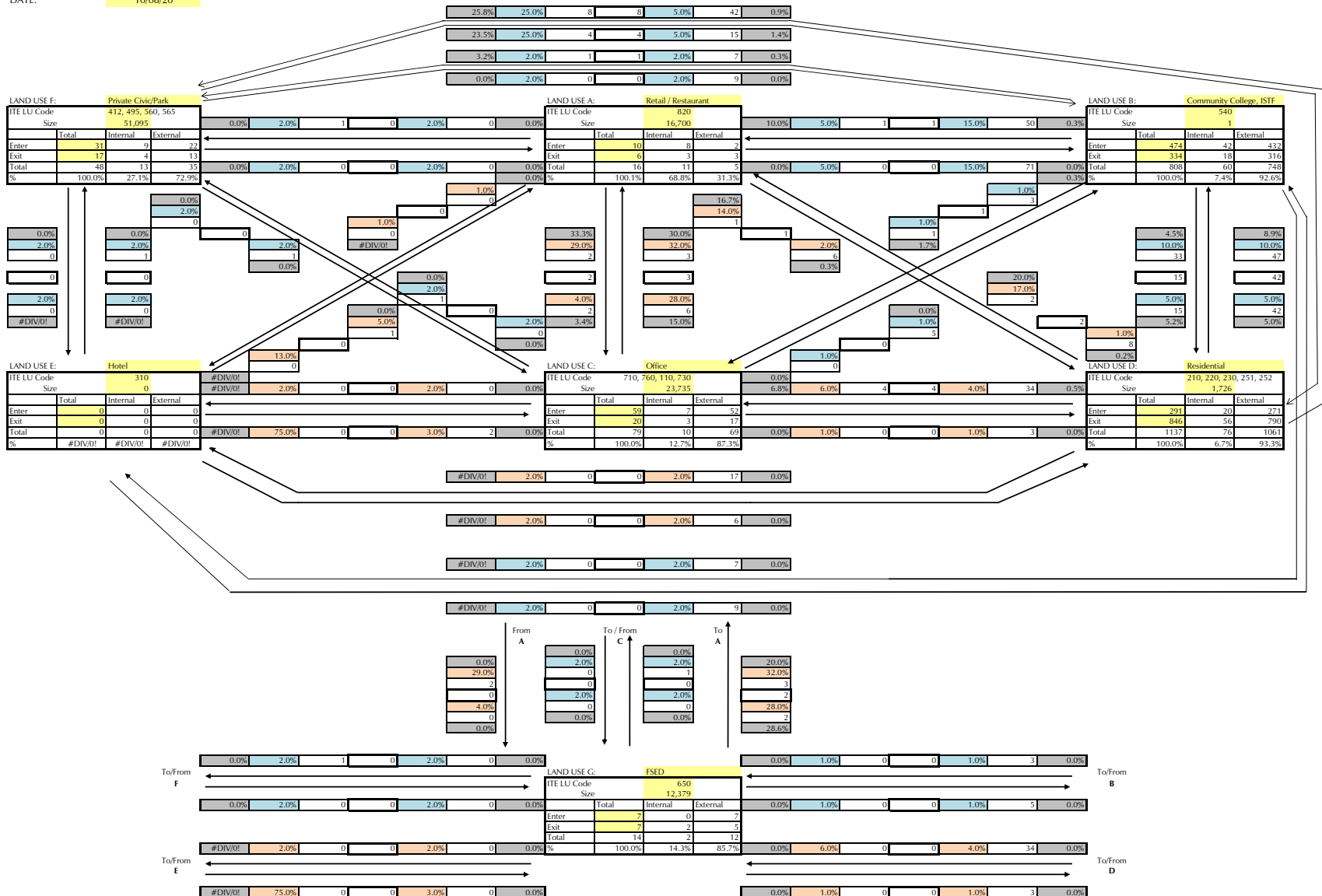
**INTERNAL CAPTURE**

**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



	LU. A	LU. B	LU. C	LU. D	LU. E	LU. F	LU. G	TOTAL
Enter	2	432	52	271	0	22	7	786
Exit	3	316	17	790	0	13	5	1144
Total	5	748	69	1061	0	35	12	1930
Single-Use Trip Gen. Estimate	16	806	79	1137	0	48	14	2102

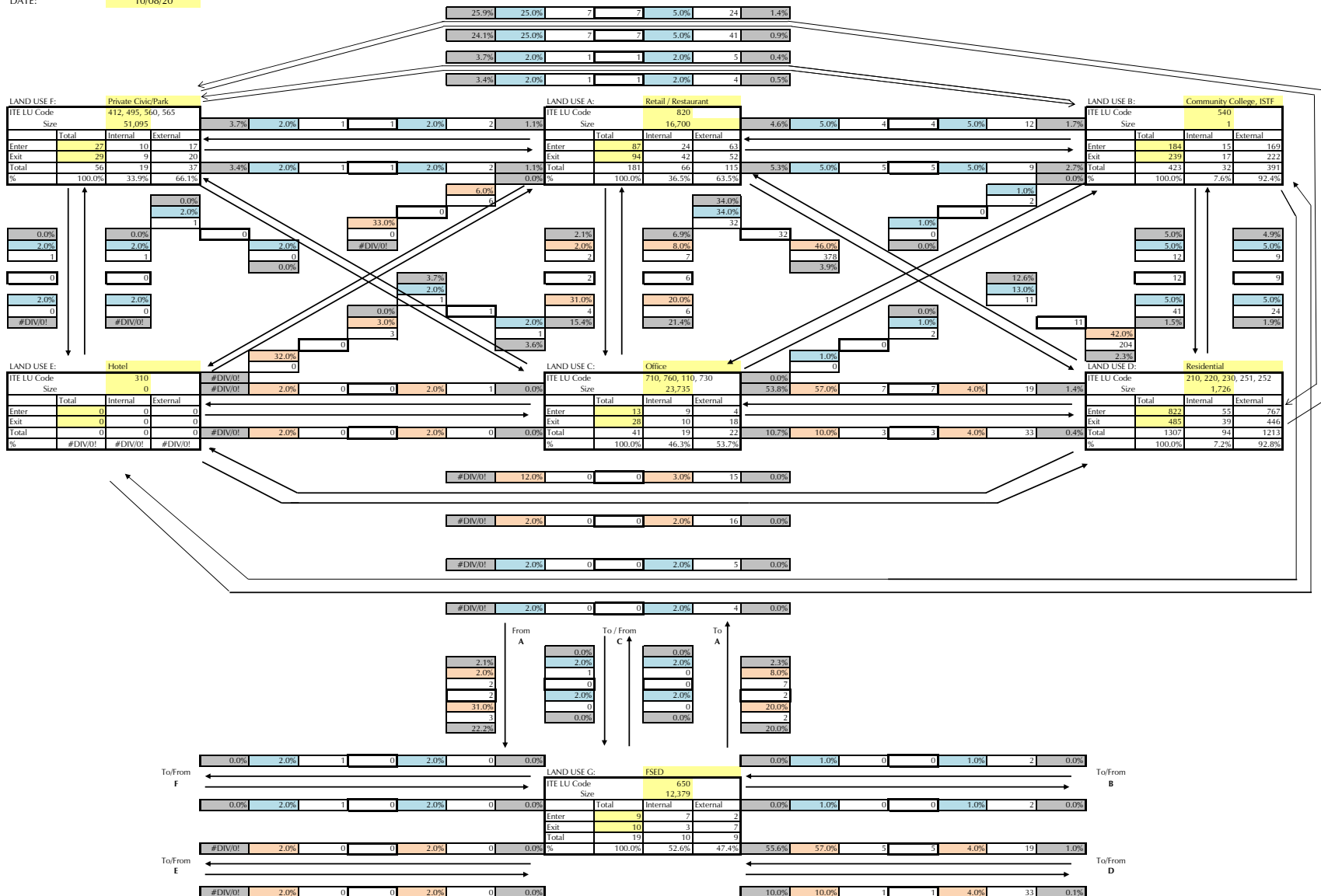
INTERNAL CAPTURE

**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side  
 TIME PERIOD: PM Peak Hour Traffic  
 DATE: 10/08/20



	LU.A	LU.B	LU.C	LU.D	LU.E	LU.F	LU.G	TOTAL
Enter	63	169	4	767	0	17	2	1022
Exit	52	222	18	446	0	20	7	765
Total	115	391	22	1213	0	37	9	1787
Single-Use Trip Gen. Estimate	181	423	41	1307	0	56	19	2027

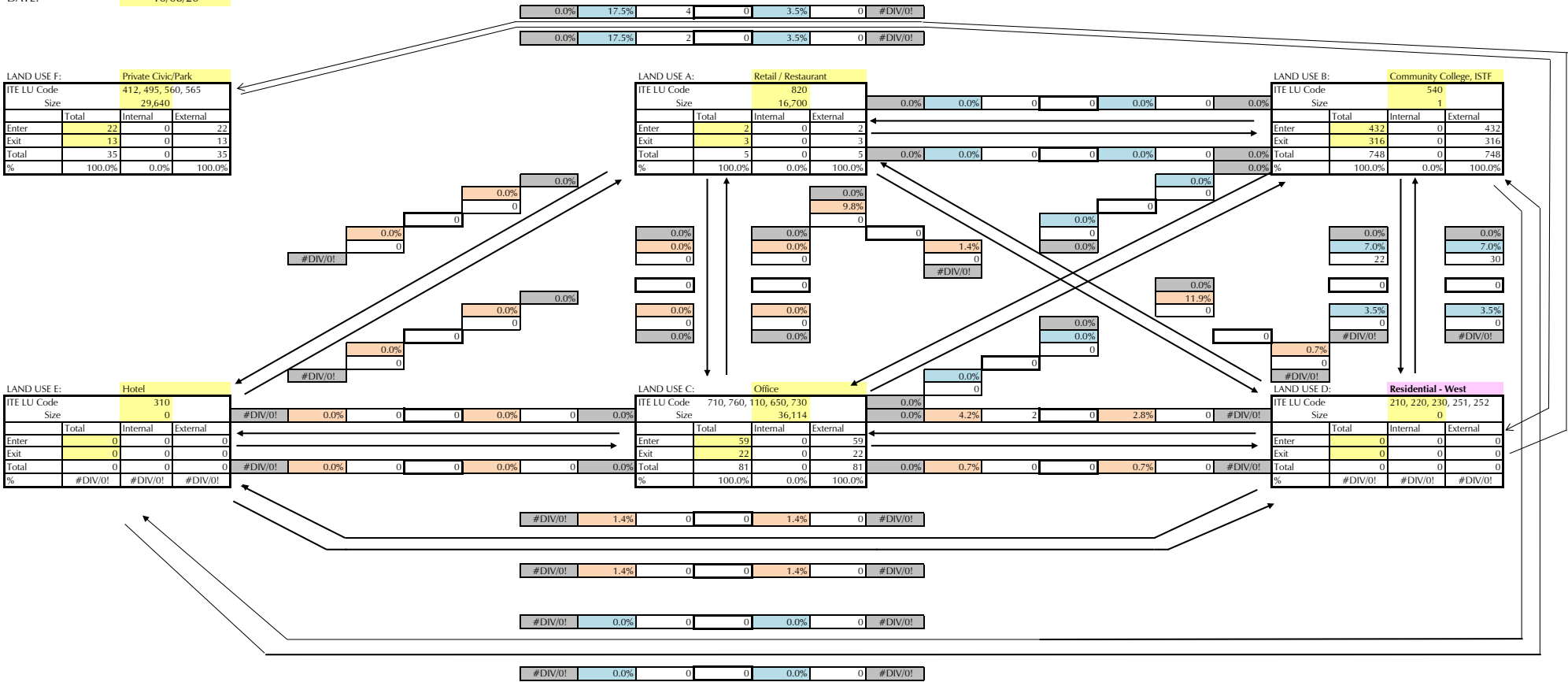
INTERNAL CAPTURE

**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Residential  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



	Net External Trips for Multi-Use Development					TOTAL	INTERNAL CAPTURE
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	2	432	59	0	0	493	
Exit	3	316	22	0	0	341	
Total	5	748	81	0	0	834	
Single-Use Trip Gen. Estimate	5	748	81	0	0	834	0.0%

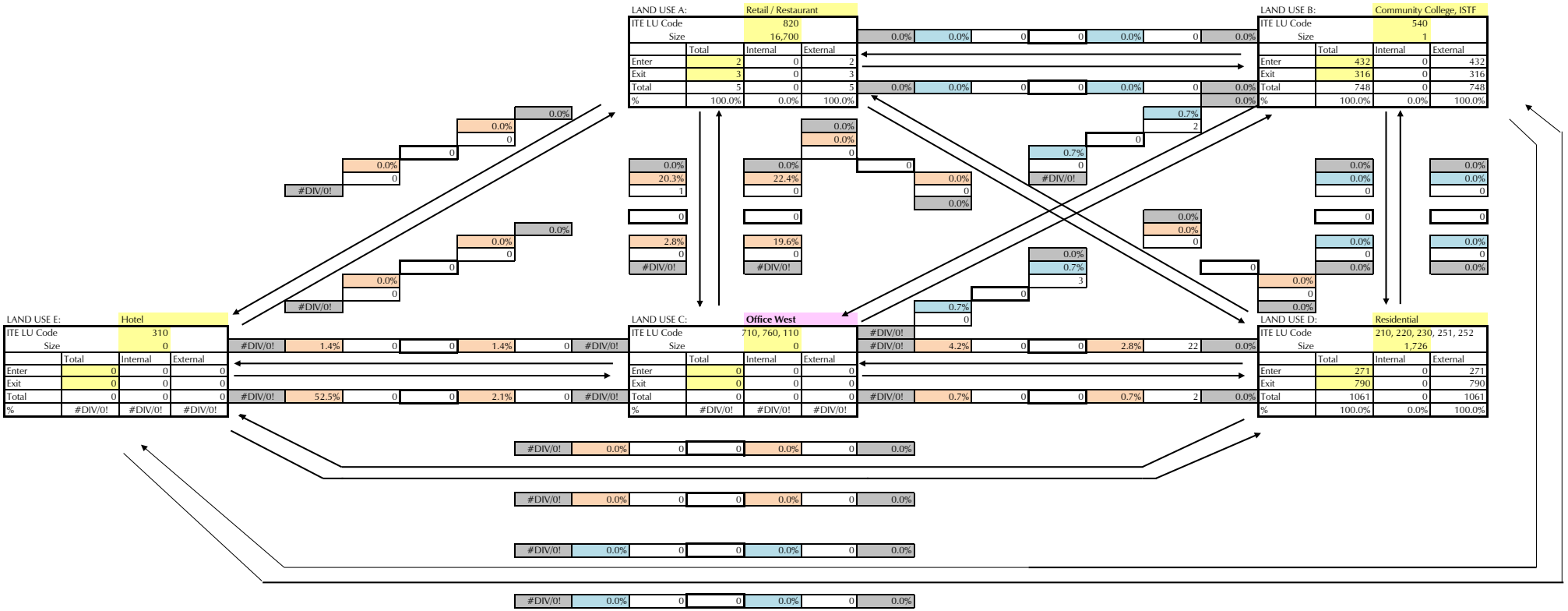
**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.



**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Office  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



Net External Trips for Multi-Use Development						
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	2	432	0	271	0	705
Exit	3	316	0	790	0	1109
Total	5	748	0	1061	0	1814
Single-Use Trip Gen. Estimate	5	748	0	1061	0	1814
						0.0%

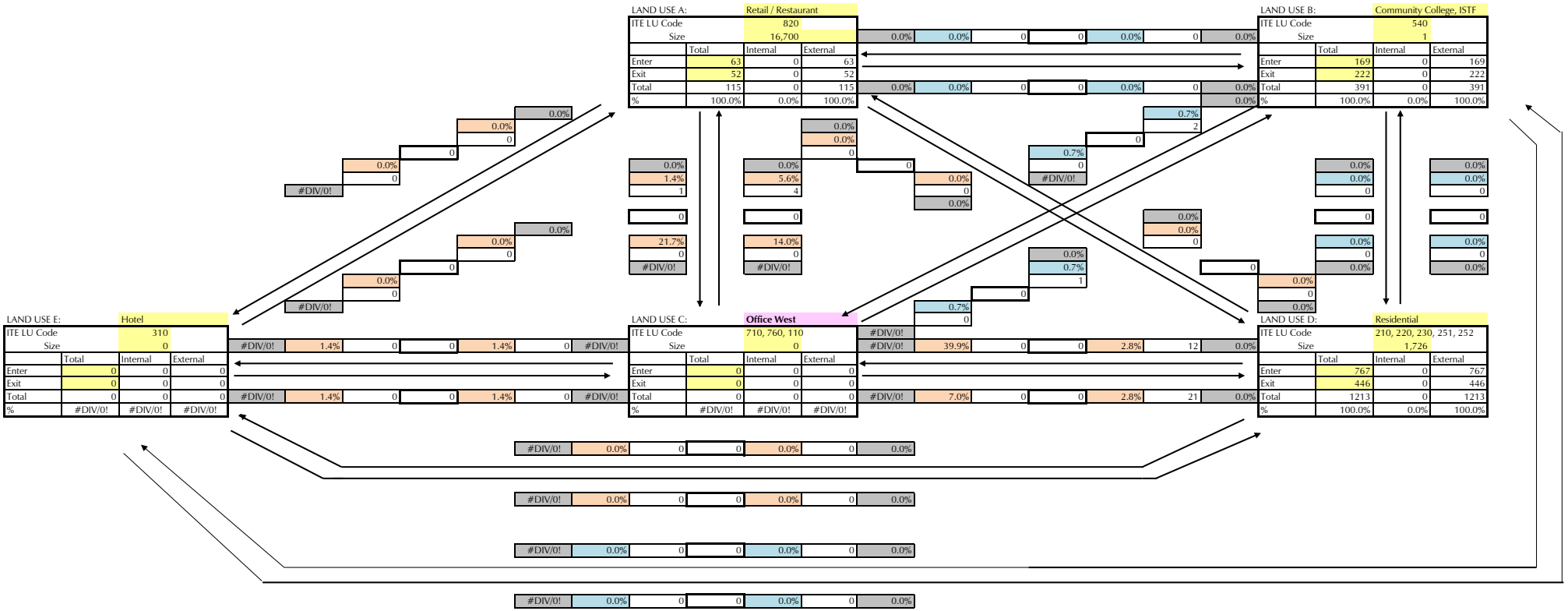
**INTERNAL CAPTURE**

**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Office  
 TIME PERIOD: PM Peak Hour Traffic  
 DATE: 10/08/20



Net External Trips for Multi-Use Development						
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	63	169	0	767	0	999
Exit	52	222	0	446	0	720
Total	115	391	0	1213	0	1719
Single-Use Trip Gen. Estimate	115	391	0	1213	0	1719
						0.0%

**INTERNAL CAPTURE**

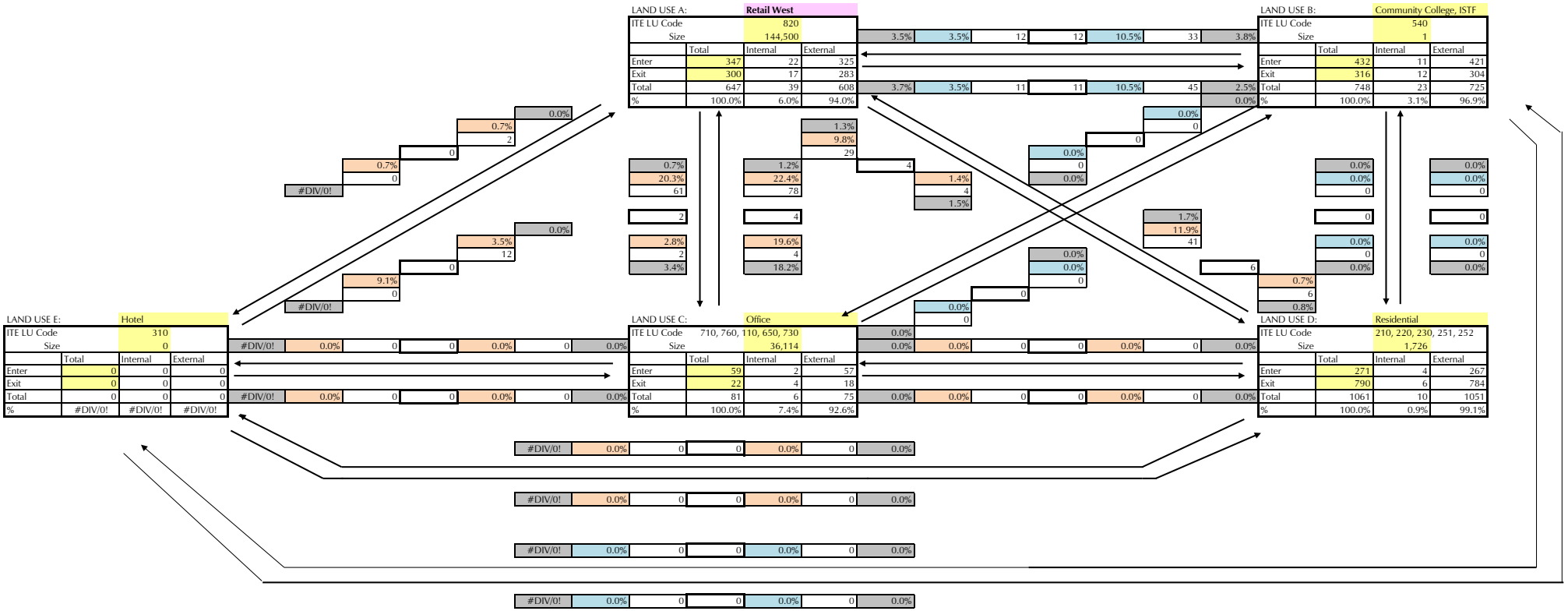
**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.



**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Retail  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



Net External Trips for Multi-Use Development						
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	325	421	57	267	0	1070
Exit	283	304	18	784	0	1389
Total	608	725	75	1051	0	2459
Single-Use Trip Gen. Estimate	647	748	81	1061	0	2537
						3.1%

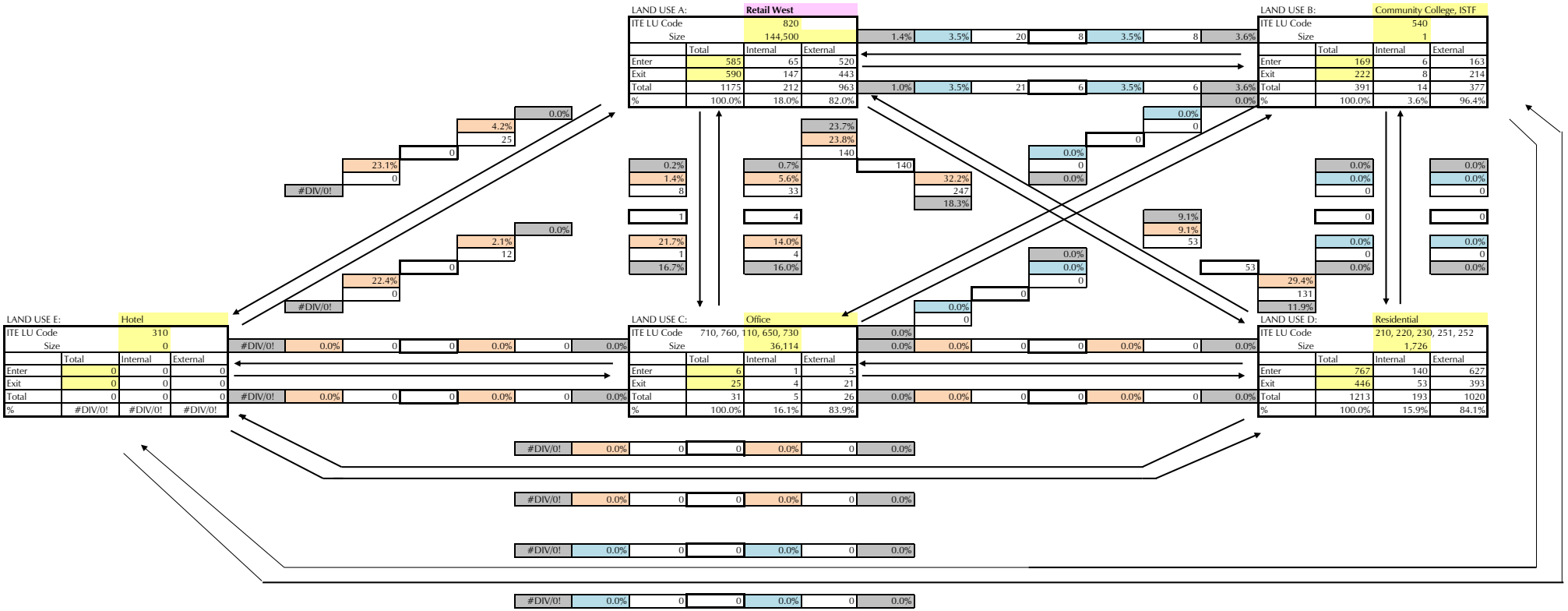
**INTERNAL CAPTURE**

**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Retail  
 TIME PERIOD: PM Peak Hour Traffic  
 DATE: 10/08/20



Net External Trips for Multi-Use Development							
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL	
Enter	520	163	5	627	0	1315	
Exit	443	214	21	393	0	1071	
Total	963	377	26	1020	0	2386	
Single-Use Trip Gen. Estimate	1175	391	31	1213	0	2810	15.1%

**INTERNAL CAPTURE**

**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.



August 4, 2020  
Revised October 12, 2020

Mr. Ken Cassel, City Manager  
City of Westlake  
4001 Seminole Pratt Whitney Road  
Westlake, Florida 33470

**Re: Publix at Westlake Plaza - #PTC20-055  
Equivalency Statement**

Dear Mr. Cassel:

The purpose of this letter is to present a trip equivalency analysis for the proposed Publix at Westlake Plaza Site Plan Application. Westlake is an approved project under Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC) with a buildout year of 2035. This application is for a 140,000 SF Shopping Center consisting of: 4,000 SF Fast Food Restaurant w/Drive-thru, 5,750 SF High Turnover Sit-down Restaurant, 5,550 SF Bank w/Drive-thru, and 124,700 SF of Retail in Pod G.

Attachments E1a - E1b provide the calculation of daily, AM and PM peak hour trips associated with this pod. Because the individual uses were not identified specifically in the original Approval, an equivalency analysis was conducted. Equivalencies for Westlake are based on PM peak hour two-way trips. The trip generation for the PM peak hour was analyzed to determine the equivalent use and intensity. As shown on Attachment E2, the Pod G commercial uses are equivalent to 140,000 SF of Retail and 100,000 SF of Office. Attachments E3 and E4 provide the AM peak hour and Daily trip generation, for informational purposes only. The internalization matrices are provided in the Appendix.

We request that this equivalency analysis be reviewed and approved for use in the Trip Generation Statement accompanying the Site Plan Application for Publix at Westlake Plaza.

Sincerely,



Digitally signed by  
Rebecca J Mulcahy  
Date: 2020.10.12  
15:18:29 -04'00'

Rebecca J. Mulcahy, P.E.  
Vice President

Attachments

ec: John Carter

**Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570**  
This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 10/12/20 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**Attachment E1a  
Publix at Westlake Plaza  
Daily Trip Generation**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips		External Trips	Pass-by Trips (1)		New External Trips
Retail	820	124,700 SF	$\ln(T) = 0.68\ln(X) + 5.57$	6,986	250	3.6%	6,736	2,580	38.3%	4,156
Fast Food Restaurant w/DT	934	4,000 SF	470.95 /1,000 SF	1,884	154	8.2%	1,730	848	49%	882
High Turnover Sit-Down Rest.	932	5,750 SF	112.18 /1,000 SF	645	52	8.0%	593	255	43%	338
Bank w/DT	912	5,550 SF	100.03 /1,000 SF	555	44	8.0%	511	240	47%	271
<b>TOTALS</b>		<b>140,000 SF</b>		<b>10,070</b>	<b>500</b>	<b>5.0%</b>	<b>9,570</b>	<b>3,923</b>	<b>41%</b>	<b>5,647</b>

(1) Source: Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition and Palm Beach County.

**Attachment E1b  
Publix at Westlake Plaza  
Peak Hour Trip Generation**

**AM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips	In	%	In	Out	Trips	In	%	In	Out	Trips
Retail	820	124,700 SF	0.94 /1,000 SF (62/38)	73	44	117	8	7.0%	69	40	109	42	38.3%	43	24	67
Fast Food Restaurant w/DT	934	4,000 SF	40.19 /1,000 SF (51/49)	82	79	161	6	4.0%	79	76	155	76	49%	40	39	79
High Turnover Sit-Down Rest.	932	5,750 SF	9.94 /1,000 SF (55/45)	31	26	57	3	5.0%	30	24	54	23	43%	17	14	31
Bank w/DT	912	5,550 SF	9.5 /1,000 SF (58/42)	31	22	53	3	5.0%	29	21	50	24	47%	15	11	26
<b>TOTALS</b>		<b>140,000 SF</b>		<b>217</b>	<b>171</b>	<b>388</b>	<b>20</b>	<b>5.2%</b>	<b>207</b>	<b>161</b>	<b>368</b>	<b>165</b>	<b>45%</b>	<b>115</b>	<b>88</b>	<b>203</b>

**PM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips	In	%	In	Out	Trips	In	%	In	Out	Trips
Retail	820	124,700 SF	$\ln(T) = 0.74\ln(X) + 2.89$ (48/52)	307	333	640	23	3.6%	296	321	617	236	38.3%	183	198	381
Fast Food Restaurant w/DT	934	4,000 SF	32.67 /1,000 SF (52/48)	68	63	131	10	8.0%	62	59	121	59	49%	32	30	62
High Turnover Sit-Down Rest.	932	5,750 SF	9.77 /1,000 SF (62/38)	35	21	56	4	8.0%	33	19	52	22	43%	19	11	30
Bank w/DT	912	5,550 SF	20.45 /1,000 SF (50/50)	57	56	113	9	8.0%	53	51	104	49	47%	28	27	55
<b>TOTALS</b>		<b>140,000 SF</b>		<b>467</b>	<b>473</b>	<b>940</b>	<b>46</b>	<b>4.9%</b>	<b>444</b>	<b>450</b>	<b>894</b>	<b>366</b>	<b>41%</b>	<b>262</b>	<b>266</b>	<b>528</b>

(1) Source: Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition and Palm Beach County.

**Attachment E2**  
**Publix at Westlake Plaza**  
**PM Peak Hour Trip Generation - Equivalency**

**West Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)	External Trips			Interzonal Trips (2)	External Trips			Pass-by Trips (3)	New Trips					
				In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total			
Residential - MF Condos.	230	150 DUs	$\text{Ln}(T) = 0.82\text{Ln}(x) + 0.32 (67/33)$	56	28	84	41	48.4%	28	15	43	18	21.4%	18	7	25	-	0%	18	7	25
Residential - 55+ Detached	251	300 DUs	0.27 /DU (61/39)	49	32	81	39	48.4%	25	17	42	18	22.2%	15	9	24	-	0%	15	9	24
Residential - 55+ Attached	252	200 DUs	0.25 /DU (54/46)	27	23	50	24	48.4%	14	12	26	11	22.0%	8	7	15	-	0%	8	7	15
General Office	710	50,000 SF (4)	1.49 /1000 SF (17/83)	13	62	75	17	23.3%	9	49	58	10	13.3%	5	43	48	5	10%	5	38	43
Research & Devel.	760	378,000 SF	$\text{Ln}(T) = 0.83\text{Ln}(X) + 1.06 (15/85)$	60	338	398	93	23.3%	39	266	305	50	12.6%	21	234	255	26	10%	19	210	229
Retail	820	210,000 SF (5)	$\text{Ln}(T) = 0.67\text{Ln}(X) + 3.31 (48/52)$	473	512	985	91	9.2%	421	473	894	191	19.4%	351	352	703	236	33.5%	233	234	467
Park	412	125 Acres	0.09 /Acre (61/39)	7	4	11	1	10.0%	6	4	10	1	10.0%	5	4	9	-	0%	5	4	9
Car Wash	PBC	1 Lane	13.65 /Lane (50/50)	7	7	14	1	9.2%	6	7	13	3	21.4%	5	5	10	-	0%	5	5	10
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	25	9.2%	119	123	242	52	19.5%	100	90	190	116	61%	39	35	74
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	444	450	894	82	9.2%	396	416	812	174	19.5%	333	305	638	183	28.7%	237	218	455
<b>TOTALS</b>				1,270	1,589	2,859	414	14.5%	1,063	1,382	2,445	528	18.5%	861	1,056	1,917	566		584	767	1,351

**East Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)	External Trips			Interzonal Trips (2)	External Trips			Pass-by Trips (3)	New Trips					
				In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total			
Residential - SF (N,O,T,U)	210	1,010 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x) + 0.51 (63/37)$	530	312	842	131	15.6%	447	264	711	116	13.8%	364	231	595	-	0%	364	231	595
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x) + 0.51 (63/37)$	953	560	1,513	236	15.6%	804	473	1,277	208	13.7%	655	414	1,069	-	0%	655	414	1,069
Residential - MF Condos.	230	450 DUs	$\text{Ln}(T) = 0.82\text{Ln}(x) + 0.32 (67/33)$	138	68	206	32	15.6%	116	58	174	28	13.6%	96	50	146	-	0%	96	50	146
Residential - 55+ Detached	251	500 DUs	0.27 /DU (61/39)	82	53	135	21	15.6%	69	45	114	19	14.1%	55	40	95	-	0%	55	40	95
Hotel	310	150 Rooms	0.6 /Room (51/49)	46	44	90	39	43.3%	22	29	51	12	13.3%	16	23	39	4	10%	14	21	35
Community College	540*	- Students	0.14 /Student (54/46)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	296,000 SF	1.49 /1000 SF (17/83)	75	366	441	62	14.1%	51	328	379	27	6.1%	46	306	352	35	10%	41	276	317
Research & Devel.	760	175,000 SF	$\text{Ln}(T) = 0.83\text{Ln}(X) + 1.06 (15/85)$	32	178	210	30	14.1%	22	158	180	13	6.2%	19	148	167	17	10%	17	133	150
Light Industrial	110	450,000 SF	0.97 /1000 SF (12/88)	52	385	437	62	14.1%	36	339	375	27	6.2%	31	317	348	35	10%	28	285	313
Retail	820	150,000 SF	$\text{Ln}(T) = 0.67\text{Ln}(X) + 3.31 (48/52)$	377	409	786	286	36.4%	269	231	500	53	6.7%	241	206	447	164	36.6%	153	130	283
Park	412	67 Acres	0.09 /Acre (61/39)	4	2	6	2	31.9%	3	1	4	-	0.0%	3	1	4	-	0%	3	1	4
Community Center	495	70,000 SF	2.74 /1000 SF (49/51)	94	98	192	61	31.9%	63	68	131	2	1.0%	62	67	129	6	5%	59	64	123
Church	560	70,000 SF	0.55 /1000 SF (48/52)	19	20	39	12	31.9%	13	14	27	-	0.0%	13	14	27	1	5%	12	14	26
Daycare	565	10,000 SF	12.34 /1000 SF (47/53)	58	65	123	39	31.9%	39	45	84	1	0.8%	38	45	83	42	50%	19	22	41
ISTF	N/A	1 Complex	Pre-Calc'd	184	239	423	56	13.2%	159	208	367	18	4.3%	150	199	349	-	0%	150	199	349
FSED	650	12,379 SF	Pre-Calc'd	9	10	19	11	57.9%	1	7	8	1	5.3%	1	6	7	1	10%	1	5	6
Tax Collector	730	23,735 SF	Pre-Calc'd	13	28	41	6	14.1%	9	26	35	3	7.3%	8	24	32	3	10%	7	22	29
<b>TOTALS</b>				2,666	2,837	5,503	1,086	19.7%	2,123	2,294	4,417	528	9.6%	1,798	2,091	3,889	308		1,674	1,907	3,581

<b>COMBINED TOTALS</b>				3,936	4,426	8,362	1,500	17.9%	3,186	3,676	6,862	1,056	12.6%	2,659	3,147	5,806	874		2,258	2,674	4,932
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\* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.  
 (1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.  
 (2) Internalization matrices are included in Appendix B.  
 (3) Source: Palm Beach County ULDC Article 13.  
 (4) Approved for 150,000 SF.  
 (5) Approved for 350,000 SF.

**Approved Total**

4,932

**Attachment E3**  
**Publix at Westlake Plaza**  
**AM Peak Hour Trip Generation - Equivalency**

**West Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total			
Residential - MF Condos.	230	150 DUs	$\text{Ln}(T) = 0.80\text{Ln}(x) + 0.26$ (17/83)	12	59	71	3	4.0%	12	56	68	7	9.9%	10	51	61	-	0%	10	51	61
Residential - 55+ Detached	251	300 DUs	0.22 /DU (35/65)	23	43	66	3	4.0%	23	40	63	7	10.6%	21	35	56	-	0%	21	35	56
Residential - 55+ Attached	252	200 DUs	0.2 /DU (34/66)	14	26	40	2	4.0%	14	24	38	4	10.0%	13	21	34	-	0%	13	21	34
General Office	710	50,000 SF	$\text{Ln}(T) = 0.80\text{Ln}(x) + 1.57$ (88/12)	97	13	110	10	8.8%	92	8	100	7	6.4%	87	6	93	9	10%	78	6	84
Research & Devel.	760	378,000 SF	$\text{Ln}(T) = 0.87\text{Ln}(x) + 0.86$ (83/17)	343	70	413	36	8.8%	324	53	377	27	6.5%	303	47	350	35	10%	273	42	315
Retail	820	210,000 SF	0.96 /1000 SF (62/38)	125	77	202	9	5.1%	118	75	193	24	11.9%	105	64	169	57	33.5%	70	42	112
Park	412	125 Acres	0.02 /Acre (61/39)	2	1	3	-	10.0%	2	1	3	-	10.0%	2	1	3	-	0%	2	1	3
Car Wash	PBC	1 Lane	11.97 /Lane (50/50)	6	6	12	1	5.1%	6	5	11	2	16.7%	5	4	9	-	0%	5	4	9
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	14	5.1%	127	126	253	31	11.6%	110	112	222	135	61%	43	44	87
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	207	161	368	19	5.1%	196	153	349	43	11.7%	173	133	306	88	28.7%	123	95	218
<b>TOTALS</b>				963	589	1,552	97	6.3%	914	541	1,455	152	9.8%	829	474	1,303	324		638	341	979

**East Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total			
Residential - SF (N,O,T,U)	210	1,010 DUs	0.75 /DU (25/75)	190	568	758	74	9.7%	168	516	684	11	1.5%	166	507	673	-	0%	166	507	673
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	0.75 /DU (25/75)	363	1,089	1,452	141	9.7%	321	990	1,311	22	1.5%	316	973	1,289	-	0%	316	973	1,289
Residential - MF Condos.	230	450 DUs	$\text{Ln}(T) = 0.80\text{Ln}(x) + 0.26$ (17/83)	29	143	172	17	9.7%	26	129	155	3	1.7%	25	127	152	-	0%	25	127	152
Residential - 55+ Detached	251	500 DUs	0.22 /DU (35/65)	39	71	110	11	9.7%	34	65	99	2	1.8%	34	63	97	-	0%	34	63	97
Hotel	310	150 Rooms	0.53 /Room (59/41)	47	33	80	36	45.0%	43	1	44	3	3.8%	41	-	41	4	10%	37	-	37
Community College	540*	- Students	0.11 /Student (87/13)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	296,000 SF	$\text{Ln}(T) = 0.80\text{Ln}(x) + 1.57$ (88/12)	401	55	456	56	12.2%	358	42	400	21	4.6%	350	29	379	38	10%	315	26	341
Research & Devel.	760	175,000 SF	$\text{Ln}(T) = 0.87\text{Ln}(x) + 0.86$ (83/17)	175	36	211	26	12.2%	156	29	185	10	4.7%	152	23	175	18	10%	137	20	157
Light Industrial	110	450,000 SF	0.92 /1000 SF (88/12)	364	50	414	51	12.2%	325	38	363	19	4.6%	317	27	344	34	10%	285	25	310
Retail	820	150,000 SF	0.96 /1000 SF (62/38)	89	55	144	83	57.6%	34	27	61	15	10.4%	25	21	46	17	36.6%	16	13	29
Park	412	67 Acres	0.02 /Acre (61/39)	1	-	1	-	30.1%	1	-	1	-	0.0%	1	-	1	-	0%	1	-	1
Community Center	495	70,000 SF	2.05 /1000 SF (66/34)	95	49	144	43	30.1%	67	34	101	3	2.1%	66	32	98	5	5%	63	30	93
Church	560	70,000 SF	0.56 /1000 SF (62/38)	24	15	39	12	30.1%	17	10	27	1	2.6%	17	9	26	1	5%	16	9	25
Daycare	565	10,000 SF	12.18 /1000 SF (53/47)	65	57	122	37	30.1%	46	39	85	2	1.6%	45	38	83	42	50%	23	18	41
ISTF	N/A	1 Complex	Pre-Calc'd	474	334	808	98	12.1%	419	291	710	37	4.6%	402	271	673	-	0%	402	271	673
FSED	650	12,379 SF	Pre-Calc'd	7	7	14	2	14.3%	7	5	12	1	7.1%	7	4	11	1	10%	6	4	10
Tax Collector	730	23,735 SF	Pre-Calc'd	59	20	79	10	12.2%	53	16	69	4	5.1%	51	14	65	7	10%	46	12	58
<b>TOTALS</b>				2,422	2,582	5,004	697	13.9%	2,075	2,232	4,307	154	3.1%	2,015	2,138	4,153	167		1,888	2,098	3,986

<b>COMBINED TOTALS</b>				3,385	3,171	6,556	794	12.1%	2,989	2,773	5,762	306	4.7%	2,844	2,612	5,456	491		2,526	2,439	4,965
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\* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.  
 (1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.  
 (2) Internalization matrices are included in Appendix B.  
 (3) Source: Palm Beach County ULDC Article 13.



**Attachment E4**  
**Publix at Westlake Plaza**  
**Daily Trip Generation - Equivalency**

**West Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (4)		External Trips	Pass-by Trips (1)		New Trips
Residential - MF Condos.	230	150 DUs	6.65 /DU	998	261	26.2%	737	93	12.6%	644	-	0%	644
Residential - 55+ Detached	251	300 DUs	8 /DU	2,400	629	26.2%	1,771	233	13.2%	1,538	-	0%	1,538
Residential - 55+ Attached	252	200 DUs	6 /DU	1,200	314	26.2%	886	114	12.9%	772	-	0%	772
General Office	710	50,000 SF	$\text{Ln}(T) = 0.77\text{Ln}(X) + 3.65$	782	126	16.1%	656	52	7.9%	604	60	10%	544
Research & Devel.	760	378,000 SF	$\text{Ln}(T) = 0.83\text{Ln}(X) + 3.09$ (3)	3,029	488	16.1%	2,541	196	7.7%	2,345	235	10%	2,110
Retail	820	210,000 SF	$\text{Ln}(T) = 0.65\text{Ln}(X) + 5.83$	11,000	792	7.2%	10,208	1,287	12.6%	8,921	2,989	33.5%	5,932
Park	412	125 Acres	2.28 /Acre	285	29	10.0%	256	21	8.2%	235	-	0%	235
Car Wash	PBC	1 Lane	166 /Lane	166	12	7.2%	154	23	14.9%	131	-	0%	131
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	14.3 X PM Peak Hour Trips	3,818	275	7.2%	3,543	444	12.5%	3,099	1,890	61%	1,209
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calcd	9,570	689	7.2%	8,881	1,111	12.5%	7,770	2,230	28.7%	5,540
<b>TOTALS</b>				33,248	3,615	10.9%	29,633	3,574	10.7%	26,059	7,404		18,655

**East Side**

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (2)		External Trips	Pass-by Trips (1)		New Trips
Residential - SF (N,O,T,U)	210	1,010 DUs	10 /DU	10,100	1,283	12.7%	8,817	679	7.7%	8,138	-	0%	8,138
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	10 /DU	19,360	2,459	12.7%	16,901	1,284	7.6%	15,617	-	0%	15,617
Residential - MF Condos.	230	450 DUs	6.65 /DU	2,993	380	12.7%	2,613	201	7.7%	2,412	-	0%	2,412
Residential - 55+ Detached	251	500 DUs	8 /DU	4,000	508	12.7%	3,492	279	8.0%	3,213	-	0%	3,213
Hotel	310	150 Rooms	8.92 /Room	1,338	591	44.2%	747	64	8.6%	683	68	10%	615
Community College	540*	- Students	2.29 /Student	-	-	0.0%	-	-	0.0%	-	-	0%	-
General Office	710	296,000 SF	$\text{Ln}(T) = 0.77\text{Ln}(X) + 3.65$	3,077	406	13.2%	2,671	144	5.4%	2,527	253	10%	2,274
Research & Devel.	760	175,000 SF	$\text{Ln}(T) = 0.83\text{Ln}(X) + 3.09$ (3)	1,598	211	13.2%	1,387	76	5.5%	1,311	131	10%	1,180
Light Industrial	110	450,000 SF	6.97 /1000 SF	3,137	414	13.2%	2,723	147	5.4%	2,576	258	10%	2,318
Retail	820	150,000 SF	$\text{Ln}(T) = 0.65\text{Ln}(X) + 5.83$	8,839	4,154	47.0%	4,685	403	8.6%	4,282	1,567	36.6%	2,715
Park	412	67 Acres	2.28 /Acre	153	47	31.0%	106	-	0.0%	106	-	0%	106
Community Center	495	70,000 SF	33.82 /1000 SF	2,367	734	31.0%	1,633	26	1.6%	1,607	80	5%	1,527
Church	560	70,000 SF	9.11 /1000 SF	638	198	31.0%	440	6	1.3%	434	22	5%	412
Daycare	565	10,000 SF	74.06 /1000 SF	741	230	31.0%	511	6	1.2%	505	253	50%	252
ISTF	N/A	1 Complex	Pre-Calcd	5,520	701	12.7%	4,819	217	4.5%	4,602	-	0%	4,602
FSED	650	12,379 SF	Pre-Calcd	309	112	36.1%	197	12	6.2%	185	19	10%	166
Tax Collector	730	23,735 SF	Pre-Calcd	536	71	13.2%	465	29	6.2%	436	44	10%	392
<b>TOTALS</b>				64,706	12,499	19.3%	52,207	3,573	5.5%	48,634	2,695		45,939

<b>COMBINED TOTALS</b>				97,954	16,114	16.5%	81,840	7,147	7.3%	74,693	10,099		64,594
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\* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.

(1) Source: Palm Beach County ULDC Article 13, unless otherwise noted.

(2) Utilized average of individual AM and PM peak hour internalization rates.

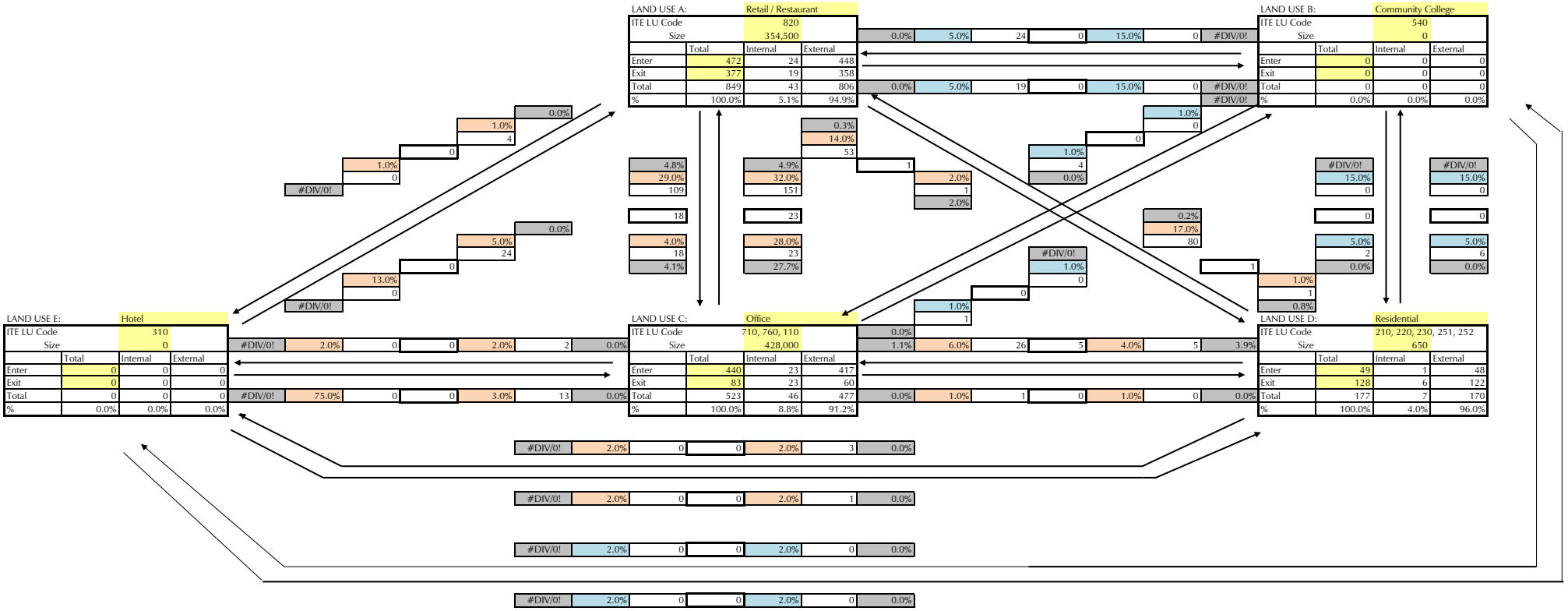
(3) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition.

(4) Utilized average of individual AM and PM peak hour internalization rates with adjustments to balance with the east side interzonal trips.

# APPENDIX

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - West Side  
TIME PERIOD: AM Peak Hour Traffic  
DATE: 10/08/20



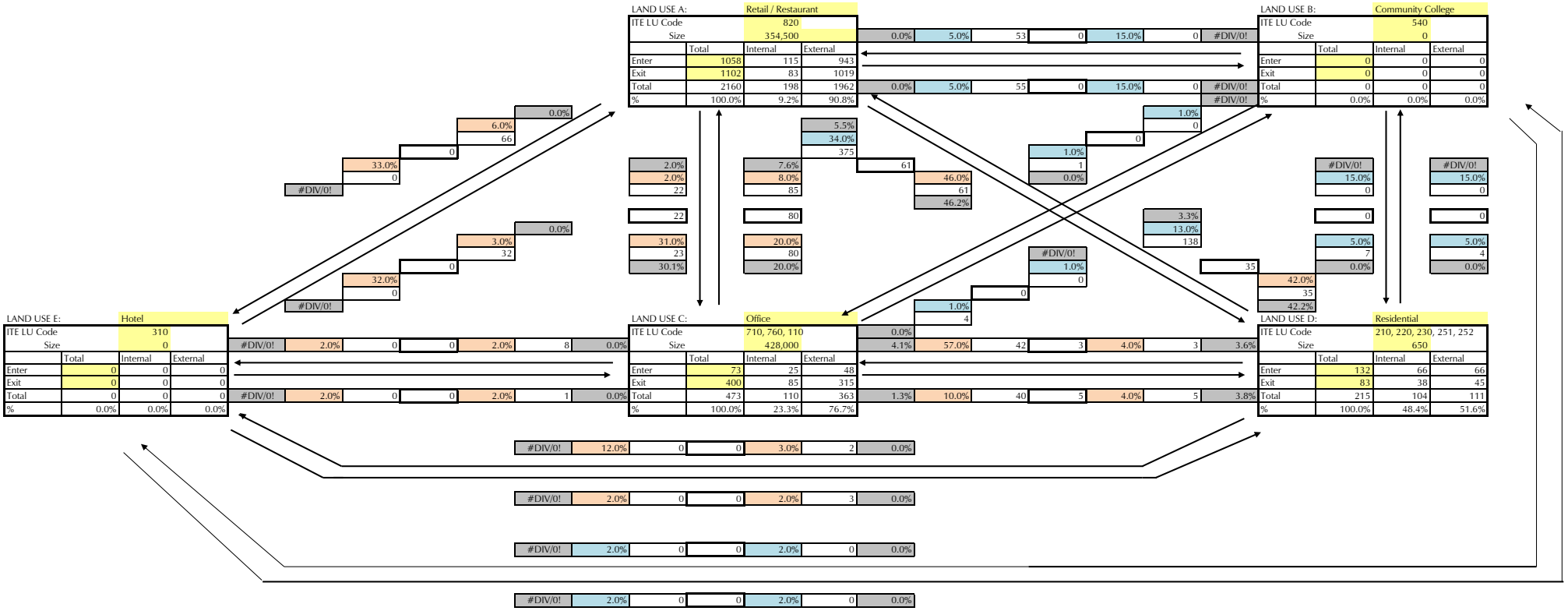
	Net External Trips for Multi-Use Development					TOTAL	INTERNAL CAPTURE
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	448	0	417	48	0	913	
Exit	358	0	60	122	0	540	
Total	806	0	477	170	0	1453	
Single-Use Trip Gen. Estimate	849	0	523	177	0	1549	6.2%

**LEGEND**

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use based on NCHRP Report 684 (input by user).
- 5.0% Estimated percent of trips entering (or exiting) a land use from another land use (input by user).
- 6.1 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - West Side  
TIME PERIOD: PM Peak Hour Traffic  
DATE: 10/08/20



	Net External Trips for Multi-Use Development					TOTAL
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	
Enter	943	0	48	66	0	1057
Exit	1019	0	315	45	0	1379
Total	1962	0	363	111	0	2436
Single-Use Trip Gen. Estimate	2160	0	473	215	0	2848
						14.5%

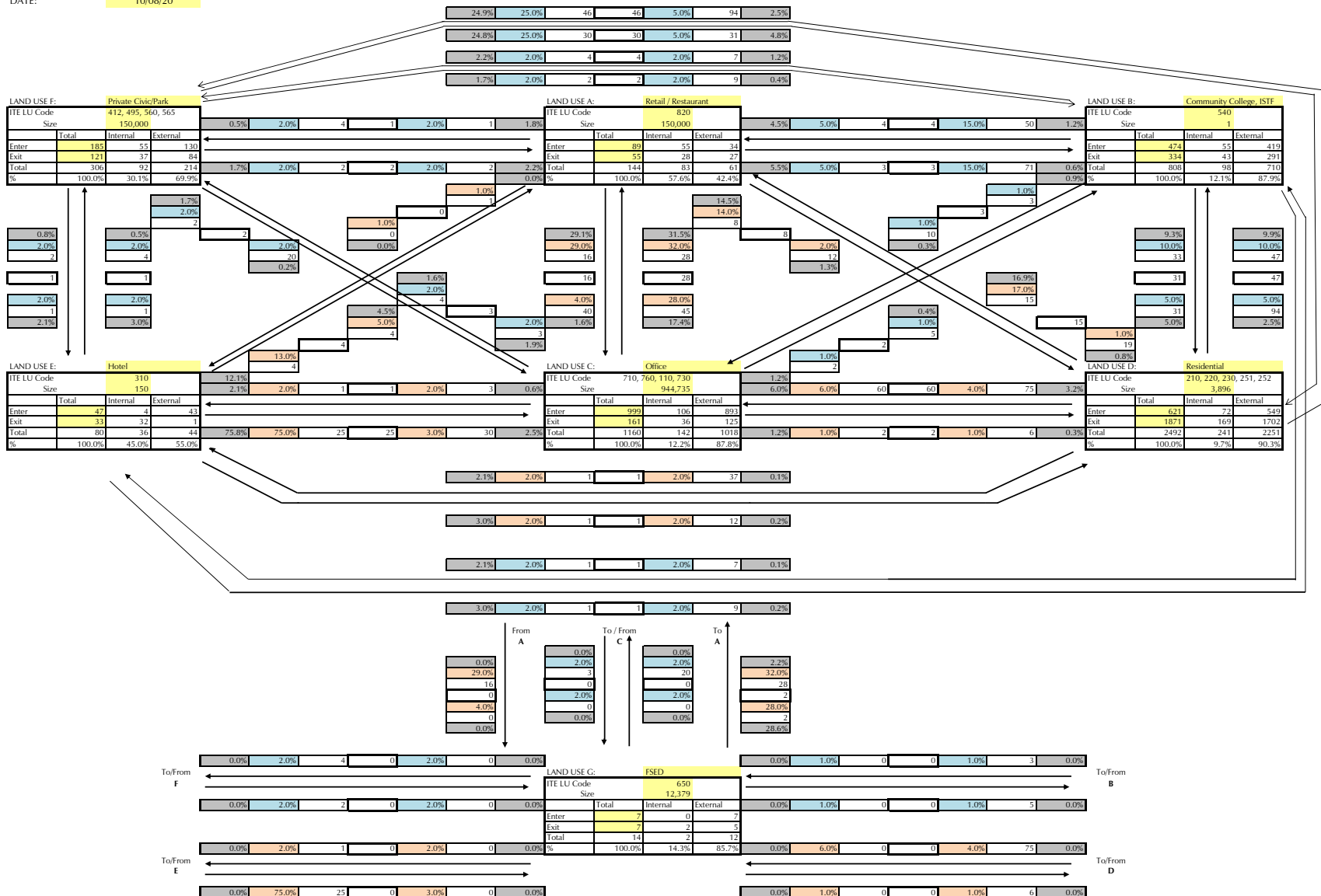
**INTERNAL CAPTURE**

**LEGEND**

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- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side  
TIME PERIOD: AM Peak Hour Traffic  
DATE: 10/08/20



Net External Trips for Multi-Use Development								
	LU.A	LU.B	LU.C	LU.D	LU.E	LU.F	LU.G	TOTAL
Enter	34	419	893	549	43	130	7	2075
Exit	27	291	125	1702	1	84	5	2235
Total	61	710	1018	2251	44	214	12	4310
Single-Use Trip Gen. Estimate	144	806	1160	2492	80	306	14	5004

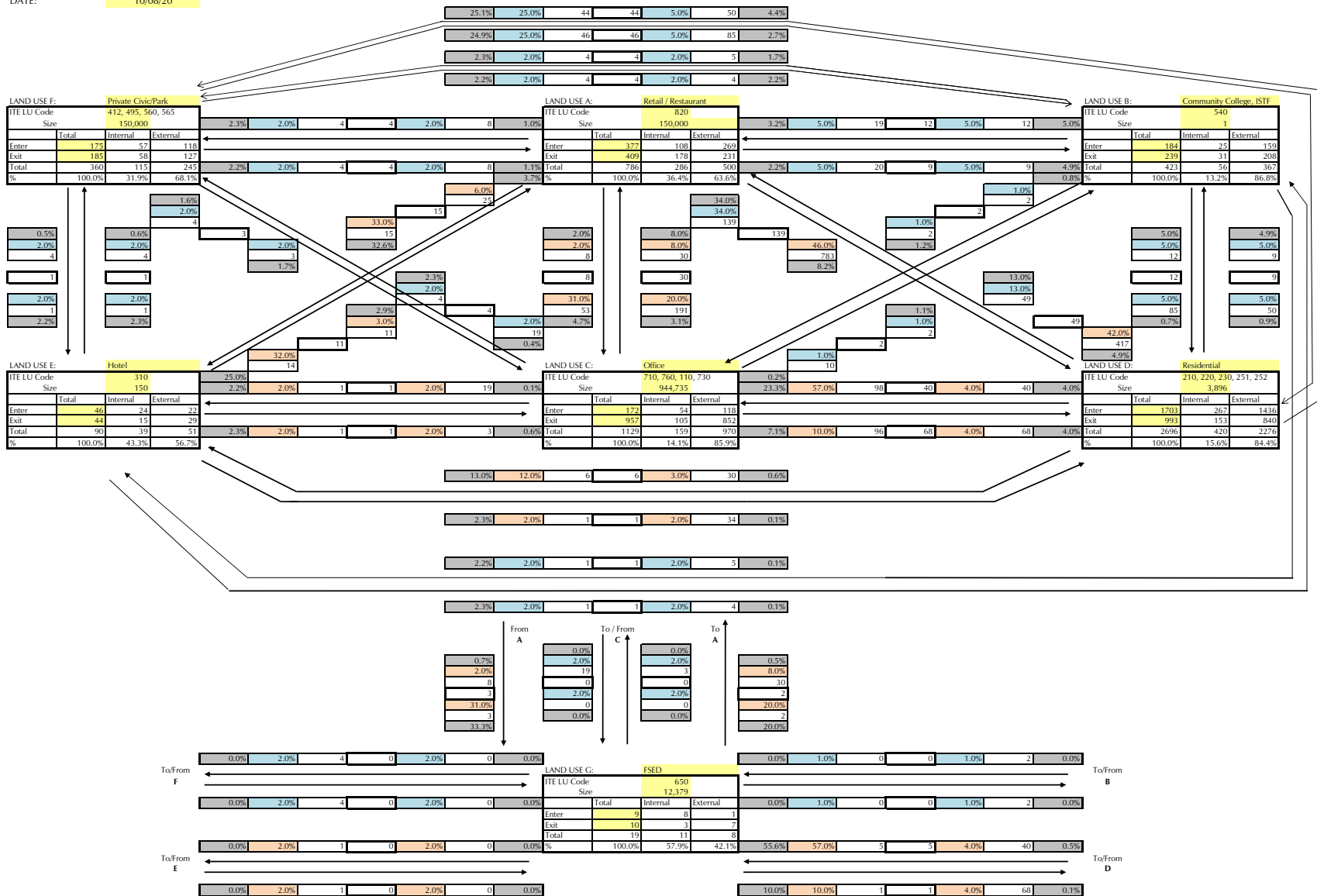
INTERNAL CAPTURE

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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side  
TIME PERIOD: PM Peak Hour Traffic  
DATE: 10/08/20



Net External Trips for Multi-Use Development									
	LU.A	LU.B	LU.C	LU.D	LU.E	LU.F	LU.G	TOTAL	
Enter	269	159	118	1436	22	118	1	2123	
Exit	231	208	852	840	29	127	7	2294	
Total	500	367	970	2276	51	245	8	4417	
Single-Use Trip Gen. Estimate	786	421	1129	2696	90	360	19	5503	19.7%

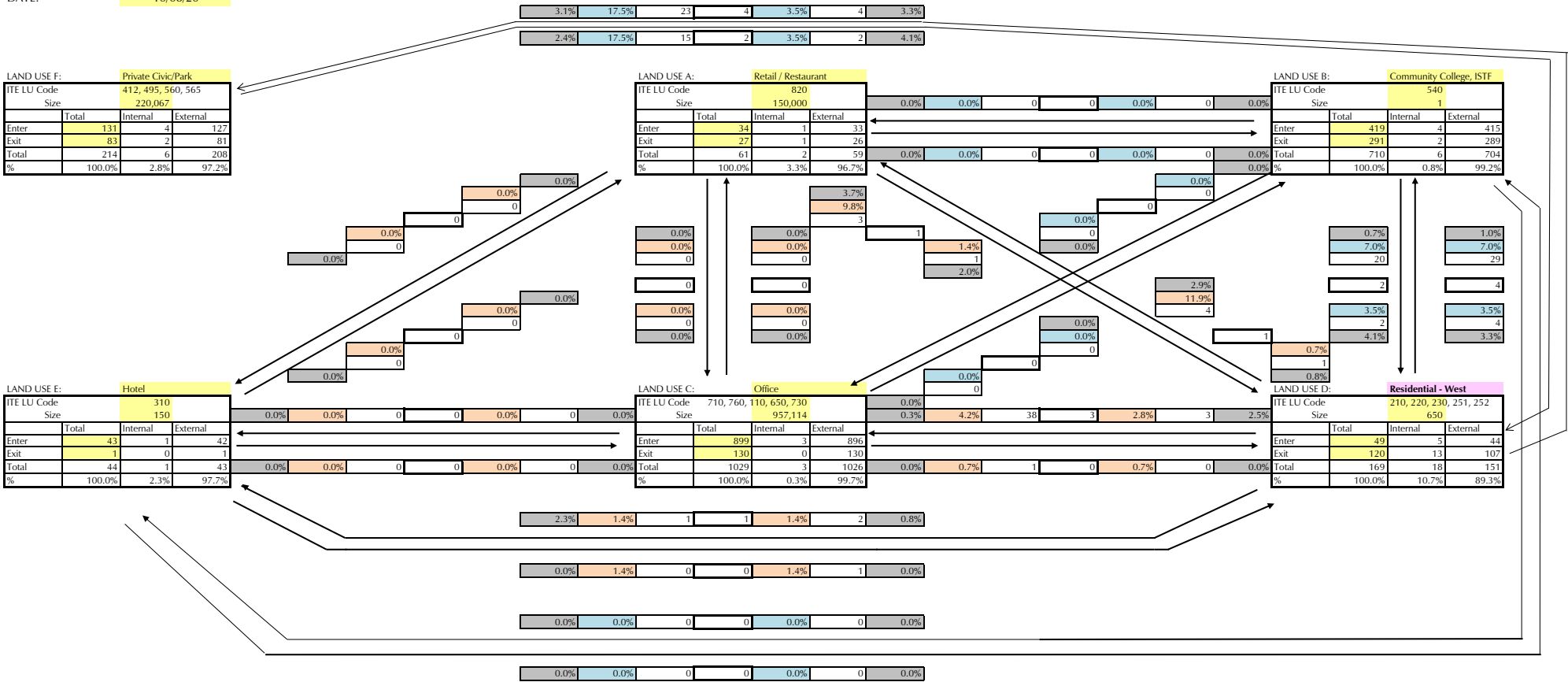
INTERNAL CAPTURE

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- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Residential  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



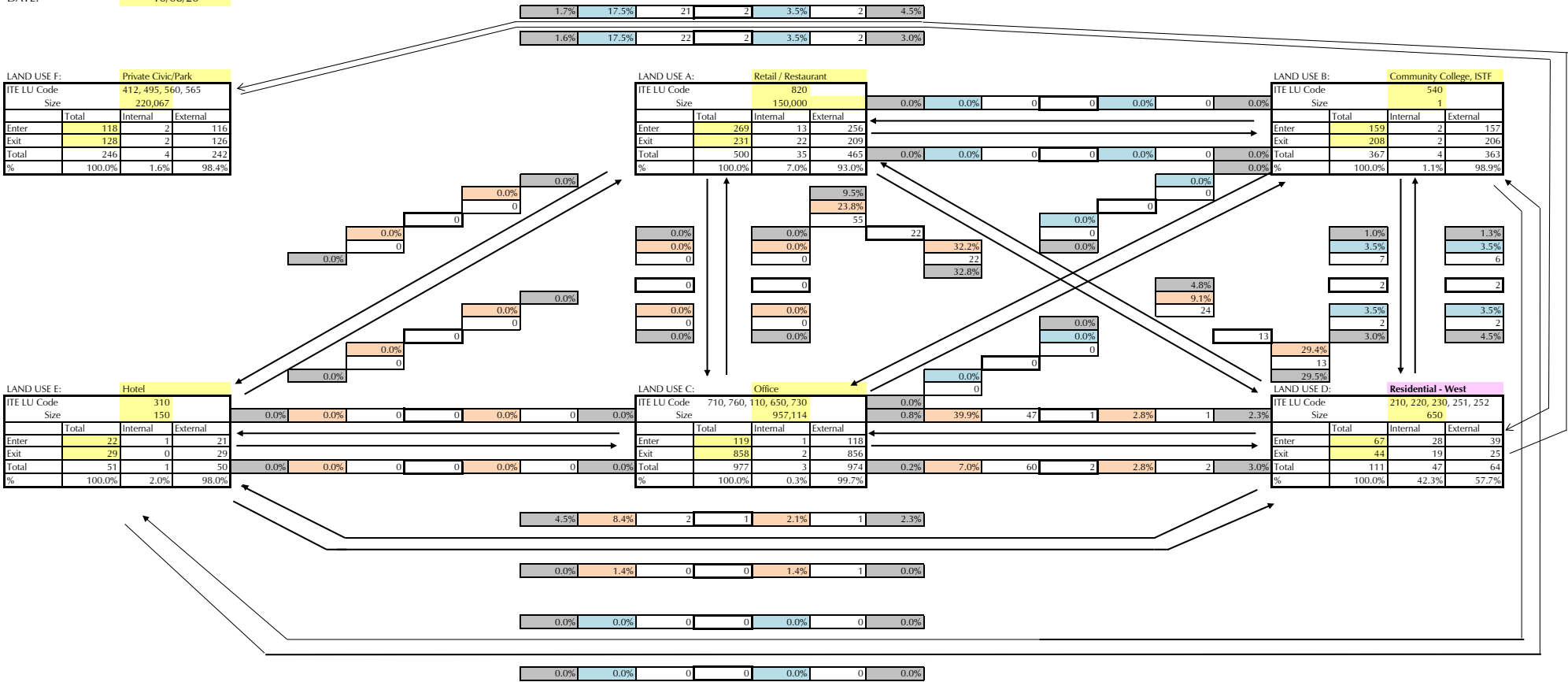
	Net External Trips for Multi-Use Development					TOTAL	INTERNAL CAPTURE
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	33	415	896	44	42	1430	
Exit	26	289	130	107	1	553	
Total	59	704	1026	151	43	1983	
Single-Use Trip Gen. Estimate	61	710	1029	169	44	2013	1.5%

**LEGEND**

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- 61 Number of trips entering (or exiting) a land use from another land use based on percent input by user.
- 12 Balanced number of trips (lowest value) between two land uses.

**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Residential  
 TIME PERIOD: PM Peak Hour Traffic  
 DATE: 10/08/20



**LAND USE E: Hotel**

ITE LU Code	310		
Size	150		
Enter	22	1	21
Exit	29	0	29
Total	51	1	50
%	100.0%	2.0%	98.0%

**LAND USE A: Retail / Restaurant**

ITE LU Code	820		
Size	150,000		
Enter	269	13	256
Exit	231	22	209
Total	500	35	465
%	100.0%	7.0%	93.0%

**LAND USE B: Community College, ISTF**

ITE LU Code	540		
Size	1		
Enter	159	2	157
Exit	208	2	206
Total	367	4	363
%	100.0%	1.1%	98.9%

**LAND USE C: Office**

ITE LU Code	710, 760, 110, 650, 730		
Size	957,114		
Enter	119	1	118
Exit	858	2	856
Total	977	3	974
%	100.0%	0.3%	99.7%

**LAND USE D: Residential - West**

ITE LU Code	210, 220, 230, 251, 252		
Size	650		
Enter	67	28	39
Exit	44	19	25
Total	111	47	64
%	100.0%	42.3%	57.7%

	Net External Trips for Multi-Use Development						TOTAL
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	256	157	118	39	21	591	
Exit	209	206	856	25	29	1325	
Total	465	363	974	64	50	1916	
Single-Use Trip Gen. Estimate	500	367	977	111	51	2006	

**INTERNAL CAPTURE**

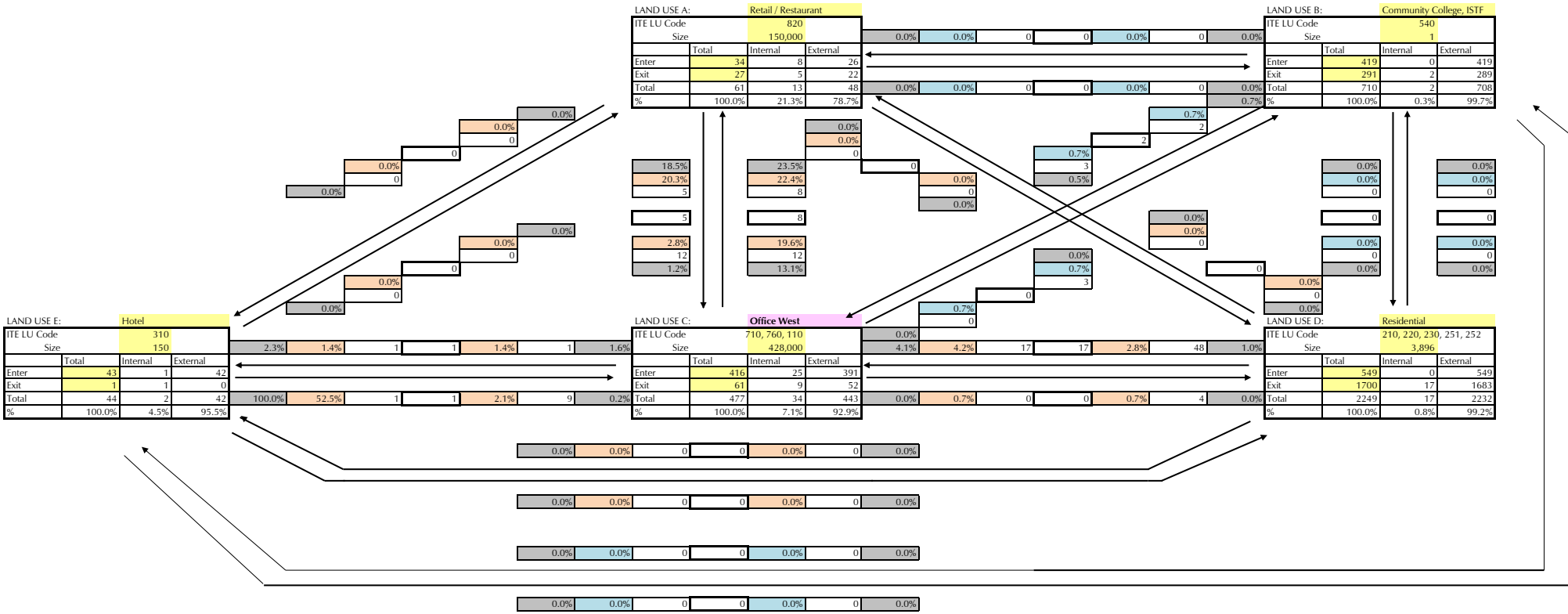
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**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Office  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



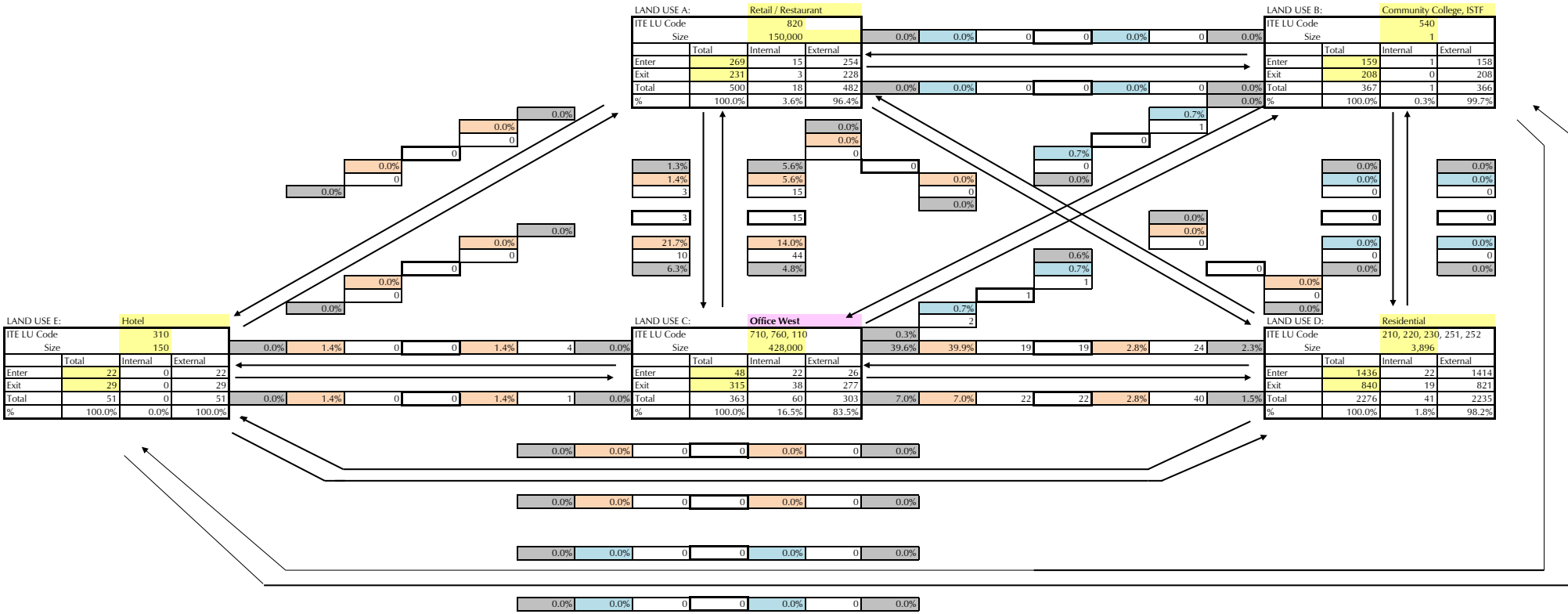
	Net External Trips for Multi-Use Development						TOTAL	INTERNAL CAPTURE
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E			
Enter	26	419	391	549	42	1427		
Exit	22	289	52	1683	0	2046		
Total	48	708	443	2232	42	3473		
Single-Use Trip Gen. Estimate	61	710	477	2249	44	3541	1.9%	

**LEGEND**

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**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Office  
 TIME PERIOD: PM Peak Hour Traffic  
 DATE: 10/08/20



Net External Trips for Multi-Use Development						
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	254	158	26	1414	22	1874
Exit	228	208	277	821	29	1563
Total	482	366	303	2235	51	3437
Single-Use Trip Gen. Estimate	500	367	363	2276	51	3557

**INTERNAL CAPTURE**

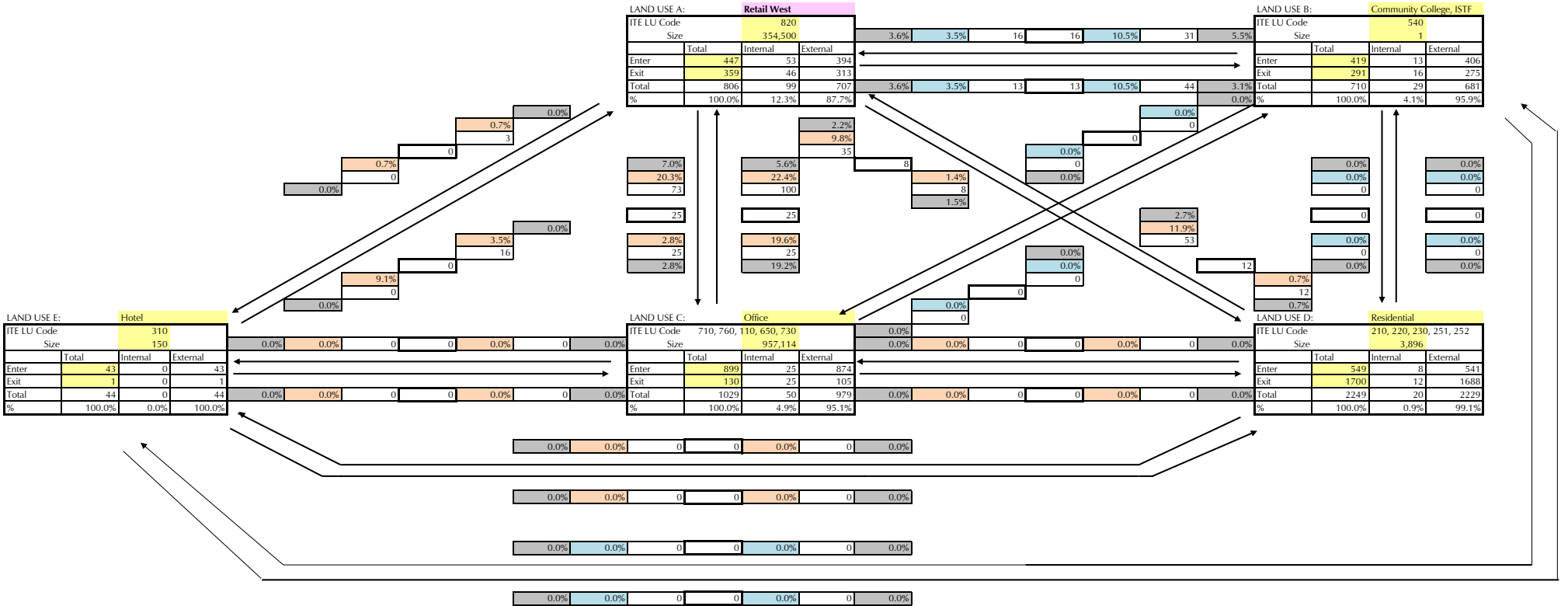
3.4%

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**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Retail  
 TIME PERIOD: AM Peak Hour Traffic  
 DATE: 10/08/20



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	394	406	874	541	43	2258
Exit	313	275	105	1688	1	2382
Total	707	681	979	2229	44	4640
Single-Use Trip Gen. Estimate	806	710	1029	2249	44	4838

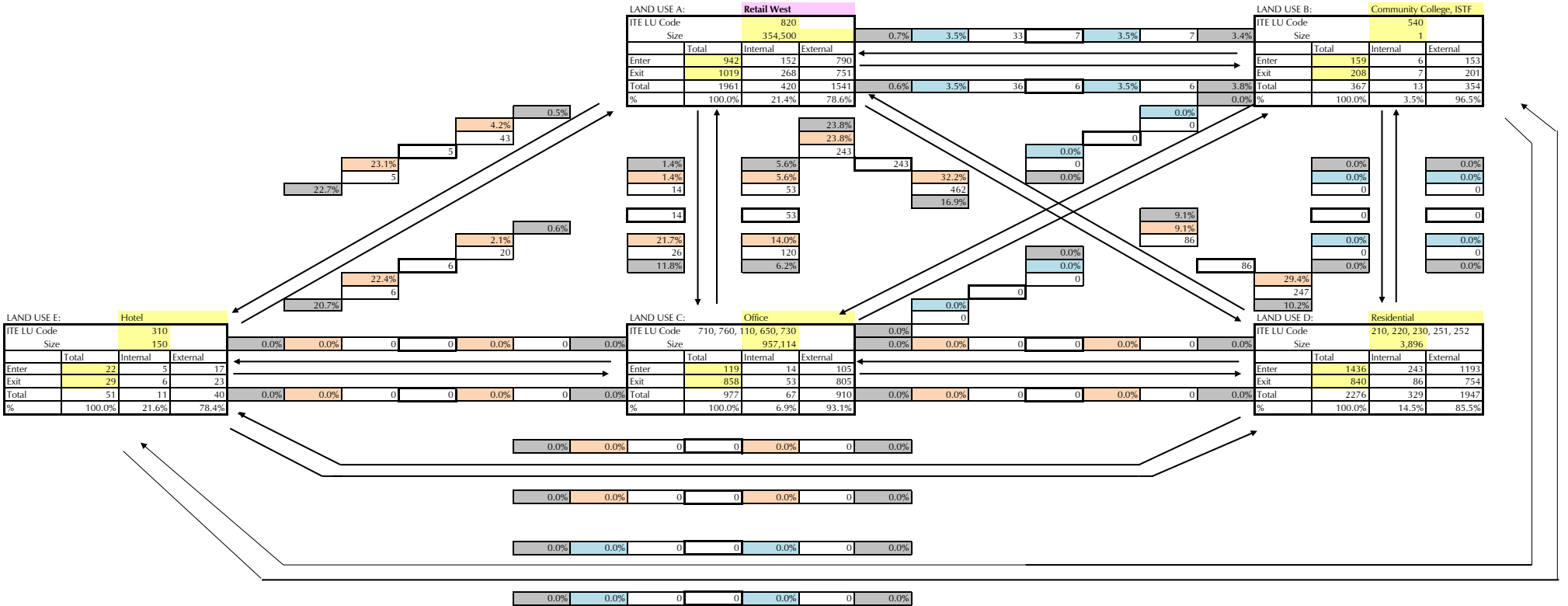
INTERNAL CAPTURE 4.1%

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**INTERNAL CAPTURE WORKSHEET**

PROJECT: Westlake - Interzonal - Retail  
 TIME PERIOD: PM Peak Hour Traffic  
 DATE: 10/08/20

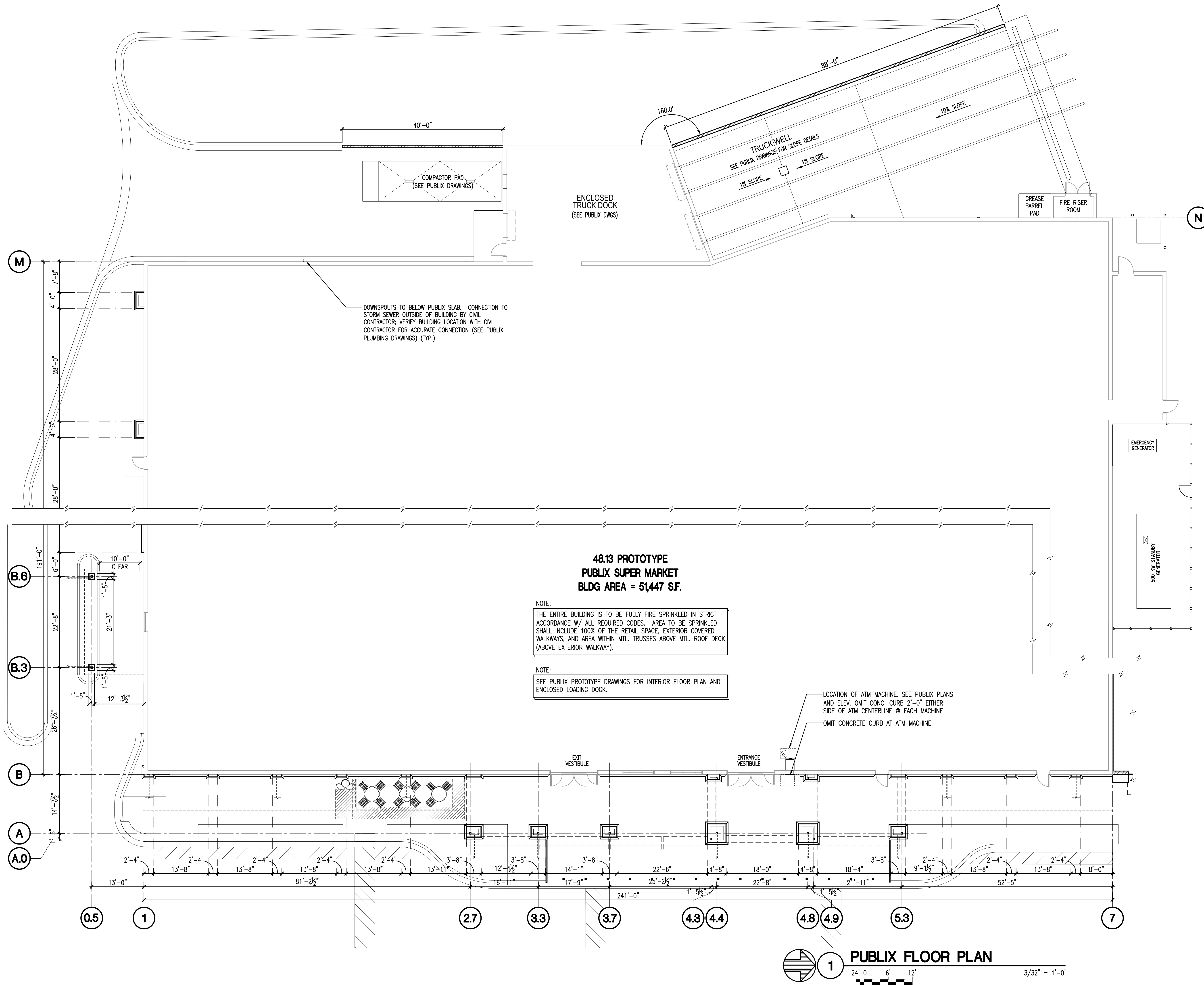


	Net External Trips for Multi-Use Development						TOTAL
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	790	153	105	1193	17		2258
Exit	751	201	805	754	23		2534
Total	1541	354	910	1947	40		4792
Single-Use Trip Gen. Estimate	1961	367	977	2276	51	5632	14.9%

**INTERNAL CAPTURE**

**LEGEND**

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**48.13 PROTOTYPE  
PUBLIX SUPER MARKET  
BLDG AREA = 51,447 SF.**

NOTE:  
THE ENTIRE BUILDING IS TO BE FULLY FIRE SPRINKLED IN STRICT ACCORDANCE W/ ALL REQUIRED CODES. AREA TO BE SPRINKLED SHALL INCLUDE 100% OF THE RETAIL SPACE, EXTERIOR COVERED WALKWAYS, AND AREA WITHIN MTL. TRUSSES ABOVE MTL. ROOF DECK (ABOVE EXTERIOR WALKWAY).

NOTE:  
SEE PUBLIX PROTOTYPE DRAWINGS FOR INTERIOR FLOOR PLAN AND ENCLOSED LOADING DOCK.

LOCATION OF ATM MACHINE. SEE PUBLIX PLANS AND ELEV. OMIT CONC. CURB 2'-0" EITHER SIDE OF ATM CENTERLINE @ EACH MACHINE  
OMIT CONCRETE CURB AT ATM MACHINE

**1 PUBLIX FLOOR PLAN**  
24' 0" 6" 12" 3/32" = 1'-0"

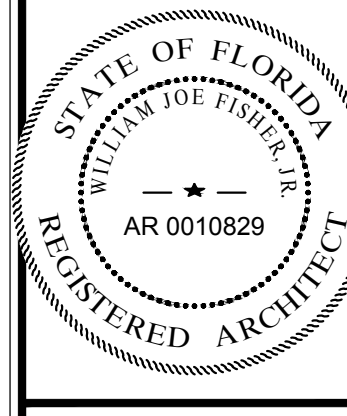
THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF FISHER AND ASSOCIATES, LLC. IT IS NOT TO BE COPIED OR USED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF FISHER AND ASSOCIATES, LLC. FISHER AND ASSOCIATES, LLC. DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED HEREIN FOR ANY PURPOSES AND RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE. TO THE BEST OF MY KNOWLEDGE, THE SPECIFICATIONS AND PLANS SHOWN HEREIN COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES IN EFFECT AT THIS TIME.

**FISHER AND ASSOCIATES, LLC.**  
ARCHITECTS  
PLANNERS  
INTERIOR DESIGNERS  
A22800738  
2285 BELLEAIR RD., CLEARWATER, FL 33764 (727) 443-4438

**PUBLIX FLOOR PLAN**  
**PUBLIX AT WESTLAKE PLAZA**  
NWC OF SEMINOLE PRATT WHITNEY RD  
and PERSIMMON BLVD  
WESTLAKE, FL 33470

RELEASED FOR:	
BID	
PERMIT	
CONSTR.	

REVISIONS:	



WILLIAM JOE FISHER  
ARCHITECT 0010829

**A2.1**

Issue Date: 08-21-20  
Project No.: 220016

DATE: 9/10/2020 11:27 AM BY: JAMES BARNES, LICENSED PROFESSIONAL ARCHITECT, PROJECT: 220016, WESTLAKE PLAZA, NWC OF SEMINOLE PRATT WHITNEY RD AND PERSIMMON BLVD, WESTLAKE, FL 33470





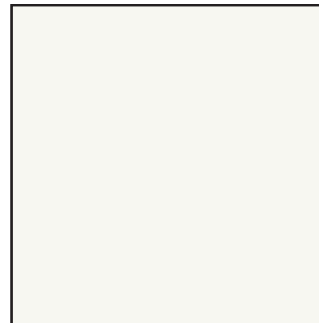
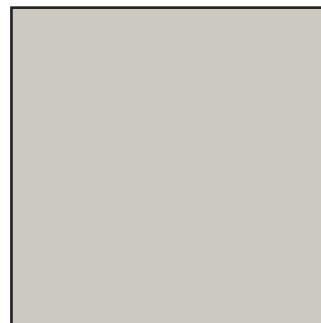
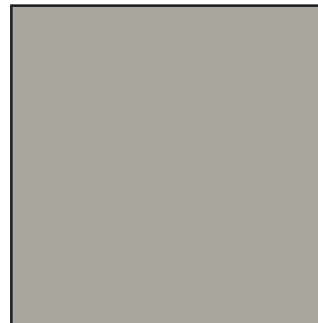







FRONT PUBLIX ELEVATION



FRONT RETAIL ELEVATION

	<p><b>PAINT</b> SW 7013 IVORY LACE</p>		<p><b>PAINT</b> SW 7015 REPOSE GRAY</p>		<p><b>PAINT</b> SW 7017 DORIAN GRAY</p>		<p><b>PAINT</b> SW 7019 GAUNTLET GRAY</p>		<p><b>METAL (PF1)</b> PREFINISHED METAL - CLEAR ANODIZED</p>		<p><b>STUCCO</b> TABBY STUCCO</p>
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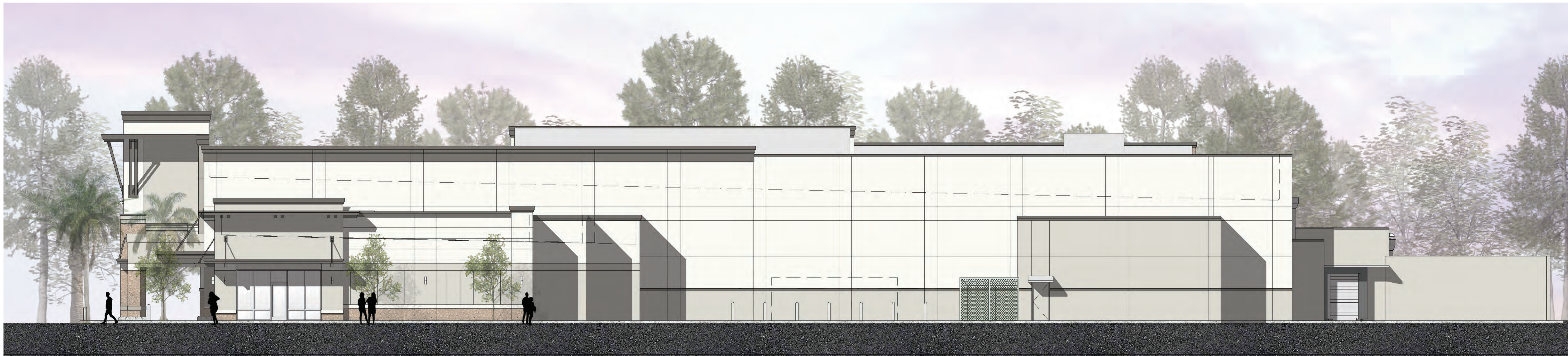
WESTLAKE PUBLIX AND RETAIL  
DESIGN DEVELOPMENT

CITY OF WESTLAKE, FL

09.25.2020



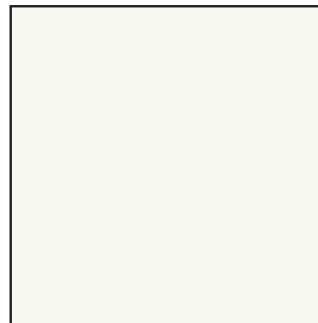

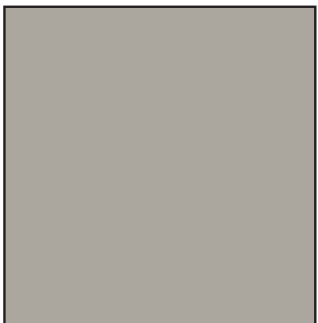







**RIGHT** PUBLIX AND ATTACHED RETAIL ELEVATION



**LEFT** PUBLIX ELEVATION

	<p><b>PAINT</b> SW 7013 IVORY LACE</p>		<p><b>PAINT</b> SW 7015 REPOSE GRAY</p>		<p><b>PAINT</b> SW 7017 DORIAN GRAY</p>		<p><b>PAINT</b> SW 7019 GAUNTLET GRAY</p>		<p><b>METAL (PF1)</b> PREFINISHED METAL - CLEAR ANODIZED</p>		<p><b>STUCCO</b> TABBY STUCCO</p>
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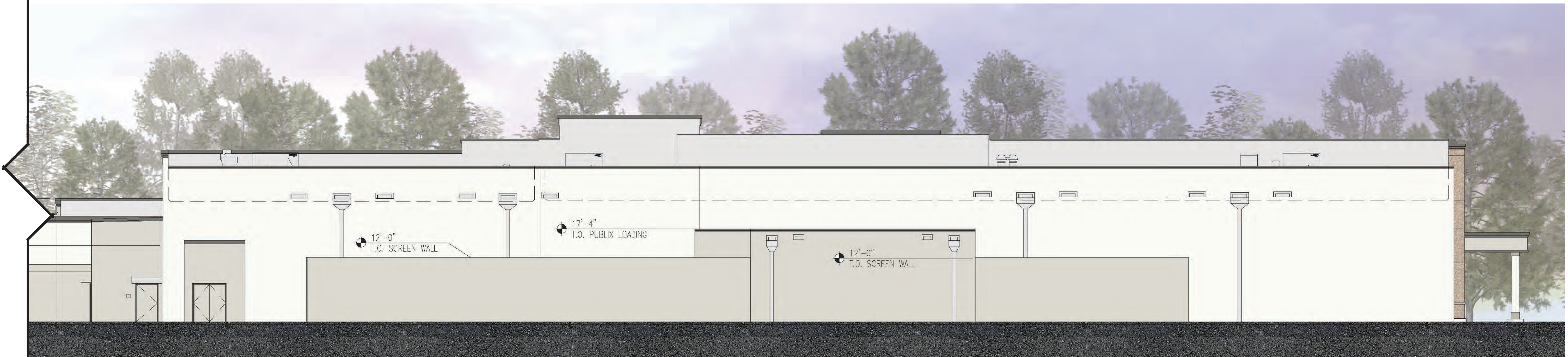
**WESTLAKE PUBLIX AND RETAIL**  
DESIGN DEVELOPMENT

CITY OF WESTLAKE, FL

09.25.2020

**FISHER**  
ARCHITECTS  
FISHER AND ASSOCIATES, LLC ©2018  
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157

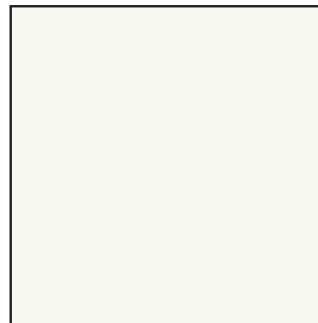


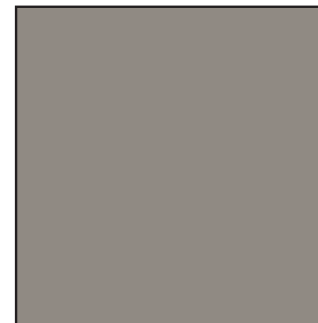






**BACK PUBLIX ELEVATION**



**BACK RETAIL ELEVATION**

 <p><b>PAINT</b> SW 7013 IVORY LACE</p>	 <p><b>PAINT</b> SW 7015 REPOSE GRAY</p>	 <p><b>PAINT</b> SW 7017 DORIAN GRAY</p>	 <p><b>PAINT</b> SW 7019 GAUNTLET GRAY</p>	 <p><b>METAL (PF1)</b> PREFINISHED METAL - CLEAR ANODIZED</p>	 <p><b>STUCCO</b> TABBY STUCCO</p>
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**WESTLAKE PUBLIX AND RETAIL**  
DESIGN DEVELOPMENT

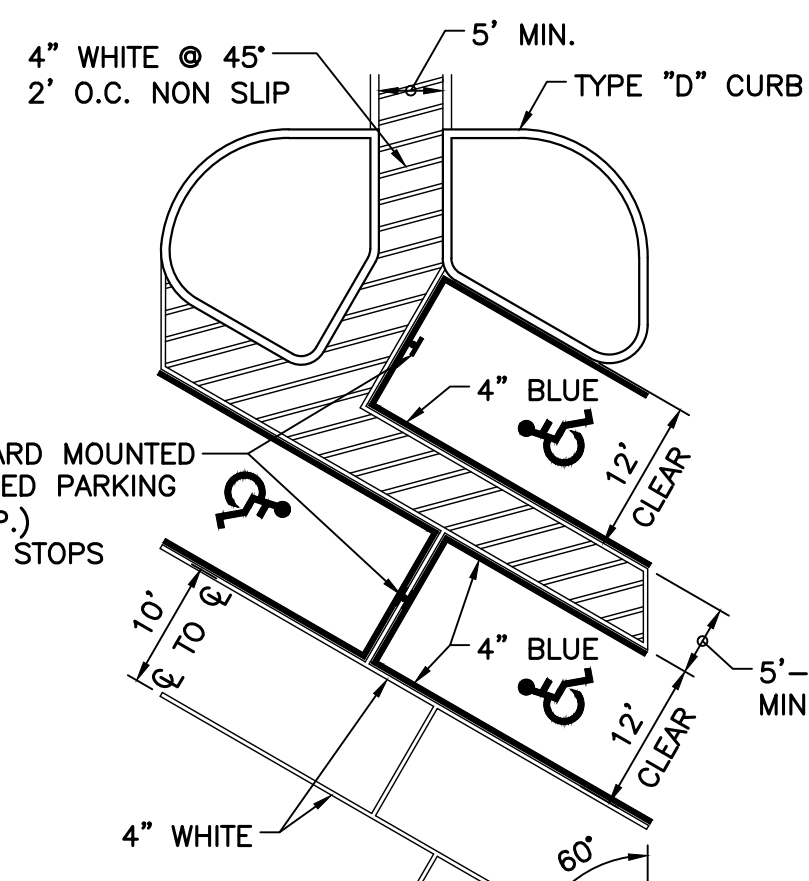
CITY OF WESTLAKE, FL

09.25.2020

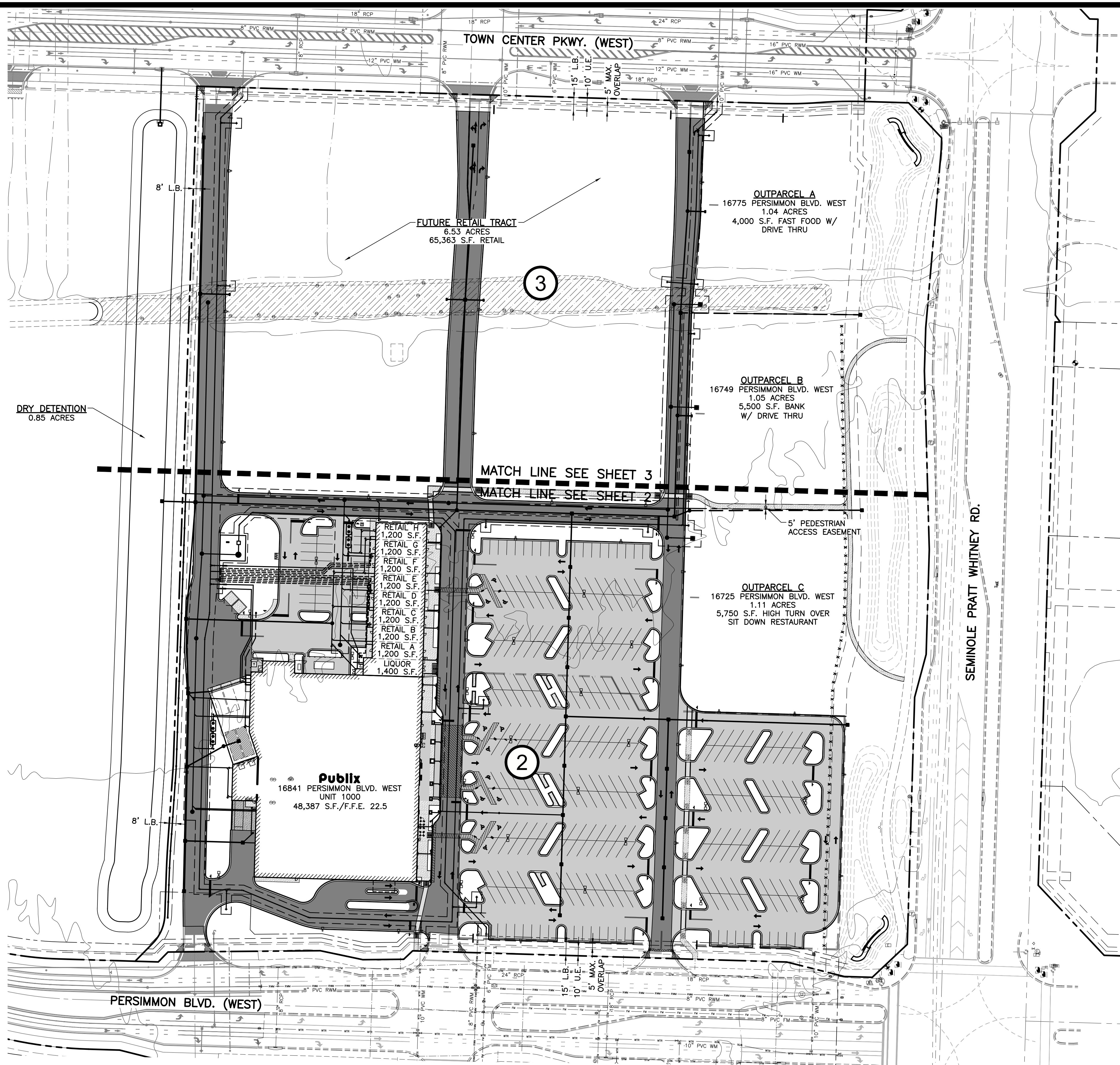




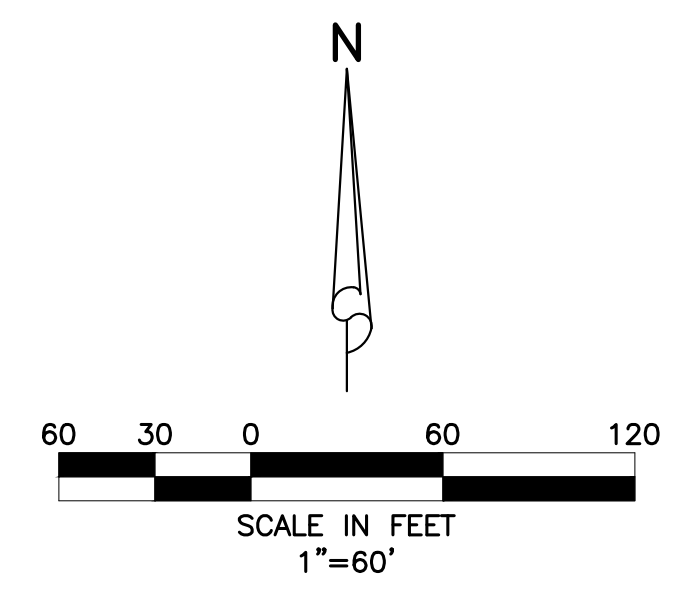
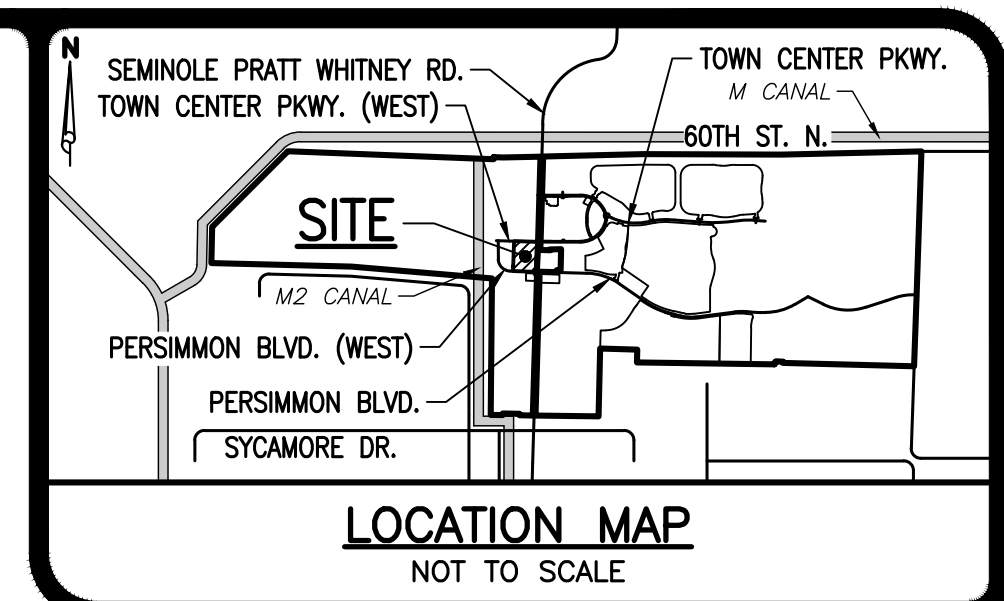
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RETAIL A	UNIT 1200	16841 PERSIMMON BLVD. WEST
RETAIL B	UNIT 1300	16841 PERSIMMON BLVD. WEST
RETAIL C	UNIT 1400	16841 PERSIMMON BLVD. WEST
RETAIL D	UNIT 1500	16841 PERSIMMON BLVD. WEST
RETAIL E	UNIT 1600	16841 PERSIMMON BLVD. WEST
RETAIL F	UNIT 1700	16841 PERSIMMON BLVD. WEST
RETAIL G	UNIT 1800	16841 PERSIMMON BLVD. WEST
RETAIL H	UNIT 1900	16841 PERSIMMON BLVD. WEST



**60° HANDICAP PARKING DETAIL**  
NOT TO SCALE



DRY DETENTION  
0.85 ACRES



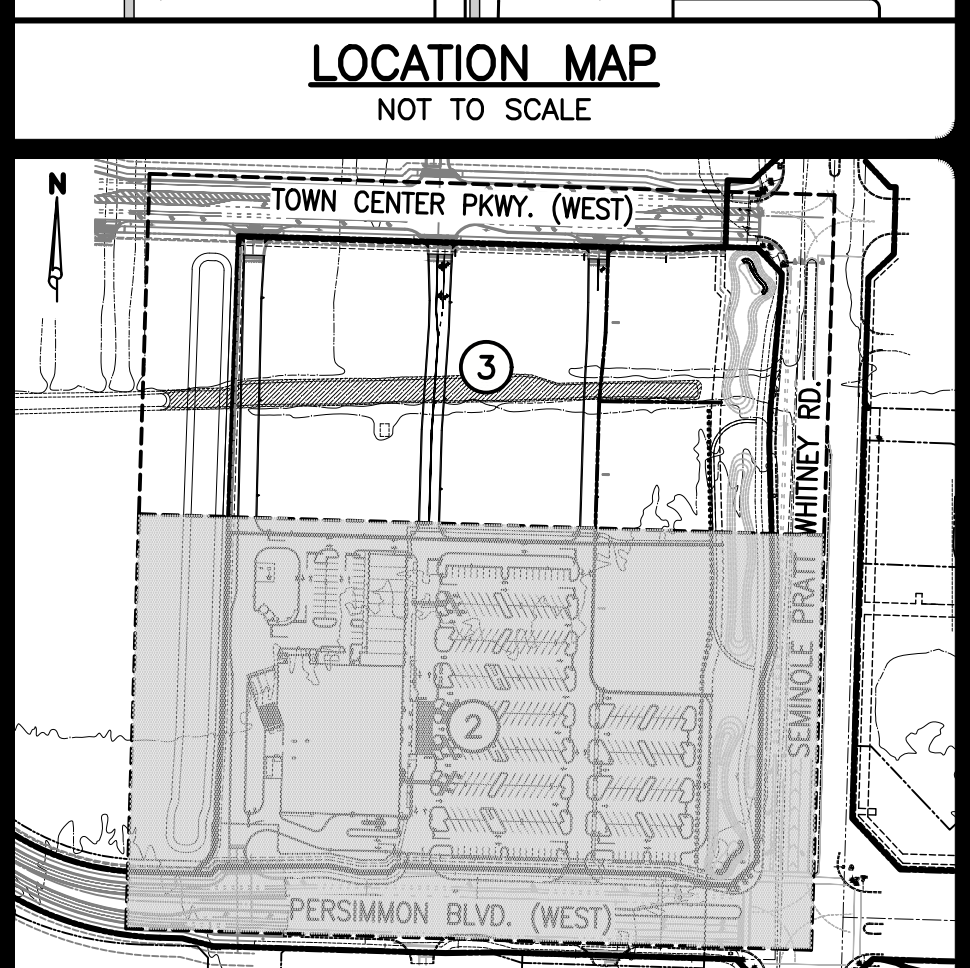
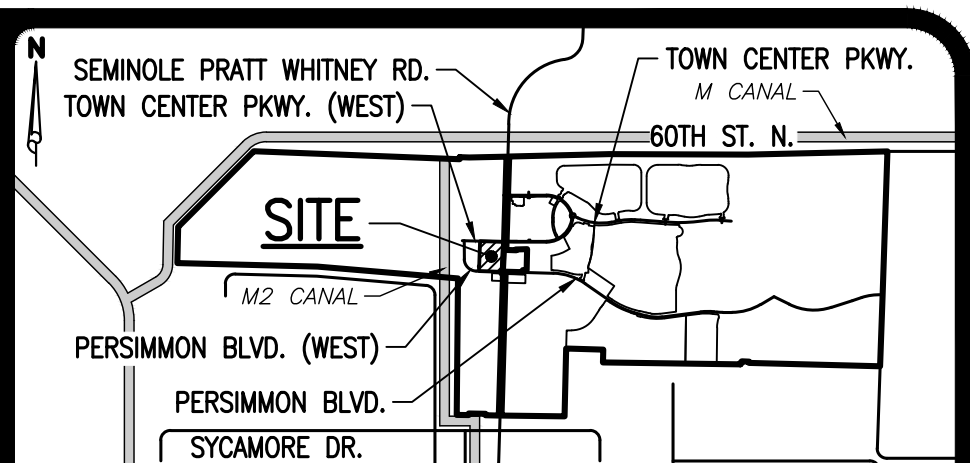
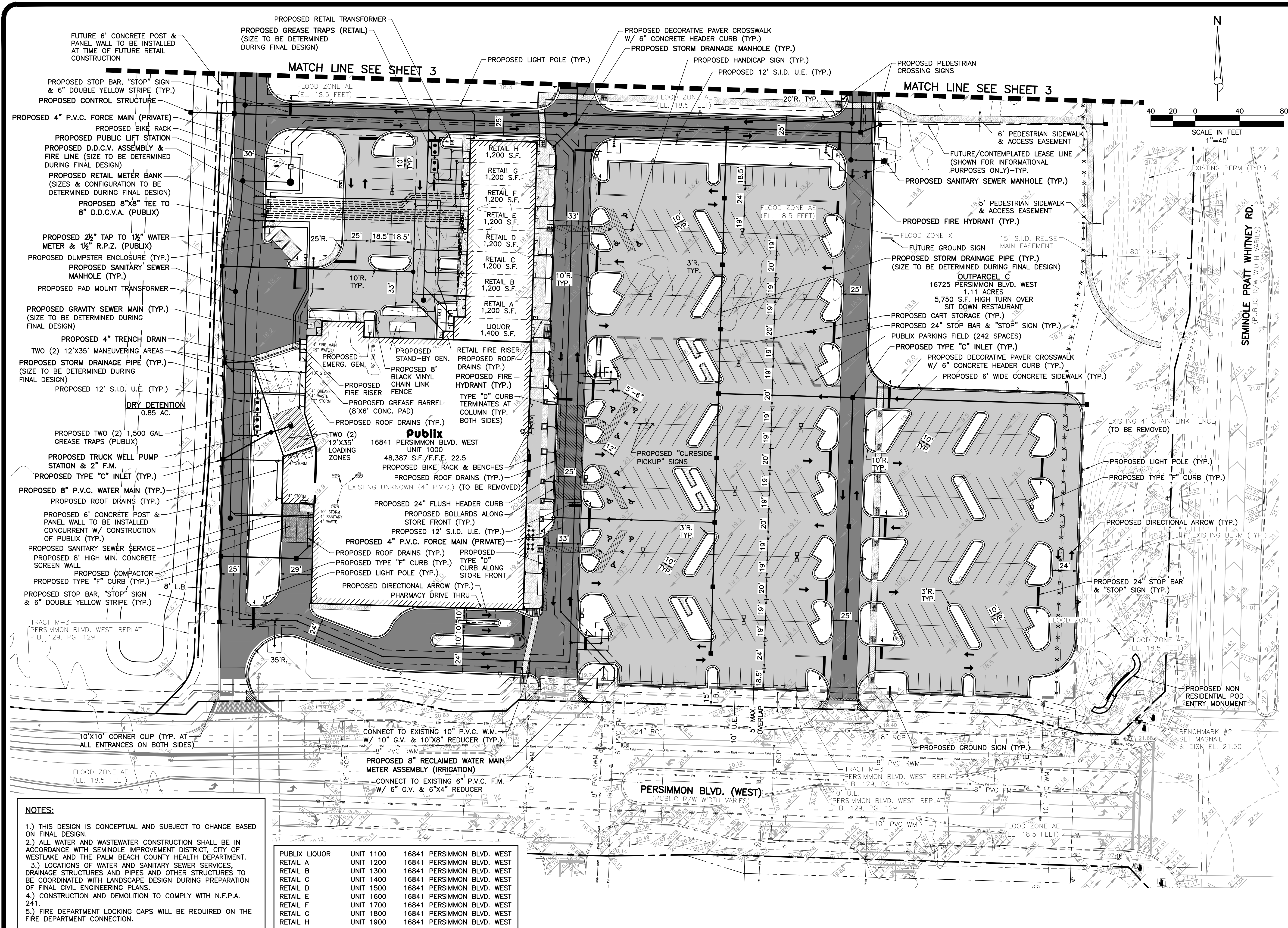
- LEGEND**
- PROPOSED STORM SEWER AND CATCH BASIN
  - PROPOSED STORM SEWER AND MANHOLE
  - PROPOSED LIGHT-DUTY ASPHALT PAVEMENT
  - PROPOSED HEAVY-DUTY ASPHALT PAVEMENT
  - PROPOSED CONCRETE
  - PROPOSED DETECTABLE WARNING SURFACE
  - EXISTING CANAL TO BE FILLED
  - SEWER SERVICE W/ CLEAN-OUT
  - FIRE HYDRANT W/ GATE VALVE
  - PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
  - WATER SERVICE & R.P.Z. (REFER TO POTABLE WATER SERVICE SINGLE METER INSTALLATION DETAIL.)
  - PROPOSED DIRECTIONAL ARROW
  - PROPOSED 24" STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
  - EXISTING STORM DRAINAGE PIPE
  - EXISTING WATER MAIN
  - EXISTING SEWER MAIN
  - EXISTING FORCE MAIN
  - EXISTING RECLAIMED WATER MAIN
  - ② SEE SHEET NUMBER FOR INFORMATION

**DATUM NOTES:**  
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY CAULFIELD & WHEELER, INC. (561) 392-1991.  
2) AN APPROXIMATE CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 AND N.A.V.D. CAN BE MADE BY ADDING 1.47 TO THE N.A.V.D. ELEVATION TO OBTAIN THE N.G.V.D. ELEVATION.

9/30/2020

<p>ENGINEERING   PLANNING   CONSULTING   SINCE 1982 2581 Metrocentre Blvd West • Suite 300 • West Palm Beach, Florida 33407 • (561) 478-7848</p>				<b>PUBLIX AT WESTLAKE PLAZA</b> SECTION 01, TOWNSHIP 43S., RANGE 40E. CITY OF WESTLAKE, FLORIDA <b>CONCEPTUAL MASTER PLAN</b>	
				DESIGN G.B.	DRAWN D.B.
REVISIONS		JOB NO. 20-084	DRAWING NO. 20084C01	SHEET 1 OF 3	





**THIS SHEET**      **KEY MAP**  
NOT TO SCALE      NOT TO SCALE

- LEGEND**
- PROPOSED STORM SEWER AND CATCH BASIN
  - PROPOSED STORM SEWER AND MANHOLE
  - DIRECTION OF FLOW
  - DIRECTION OF SWALE
  - PROPOSED HIGH POINT
  - EXISTING GRADE ELEVATION
  - PROPOSED LIGHT-DUTY ASPHALT PAVEMENT
  - PROPOSED HEAVY-DUTY ASPHALT PAVEMENT
  - PROPOSED CONCRETE
  - PROPOSED DETECTABLE WARNING SURFACE
  - EXISTING CANAL TO BE FILLED
  - SEWER SERVICE W/ CLEAN-OUT
  - FIRE HYDRANT W/ GATE VALVE
  - PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
  - WATER SERVICE & R.P.Z. (REFER TO POTABLE WATER SERVICE SINGLE METER INSTALLATION DETAIL)
  - PROPOSED DIRECTIONAL ARROW
  - PROPOSED 24" STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
  - PROPOSED LIGHT POLE
  - PROPOSED BIKE RACK
  - PROPOSED BENCH
  - EXISTING STORM DRAINAGE PIPE
  - EXISTING WATER MAIN
  - EXISTING SEWER MAIN
  - EXISTING FORCE MAIN
  - EXISTING RECLAIMED WATER MAIN

**NOTES:**

- THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
- ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SEMINOLE IMPROVEMENT DISTRICT, CITY OF WESTLAKE AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.
- LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
- CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.
- FIRE DEPARTMENT LOCKING CAPS WILL BE REQUIRED ON THE FIRE DEPARTMENT CONNECTION.

PUBLIX LIQUOR	UNIT 1100	16841 PERSIMMON BLVD. WEST
RETAIL A	UNIT 1200	16841 PERSIMMON BLVD. WEST
RETAIL B	UNIT 1300	16841 PERSIMMON BLVD. WEST
RETAIL C	UNIT 1400	16841 PERSIMMON BLVD. WEST
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RETAIL F	UNIT 1700	16841 PERSIMMON BLVD. WEST
RETAIL G	UNIT 1800	16841 PERSIMMON BLVD. WEST
RETAIL H	UNIT 1900	16841 PERSIMMON BLVD. WEST

**DATUM NOTES:**

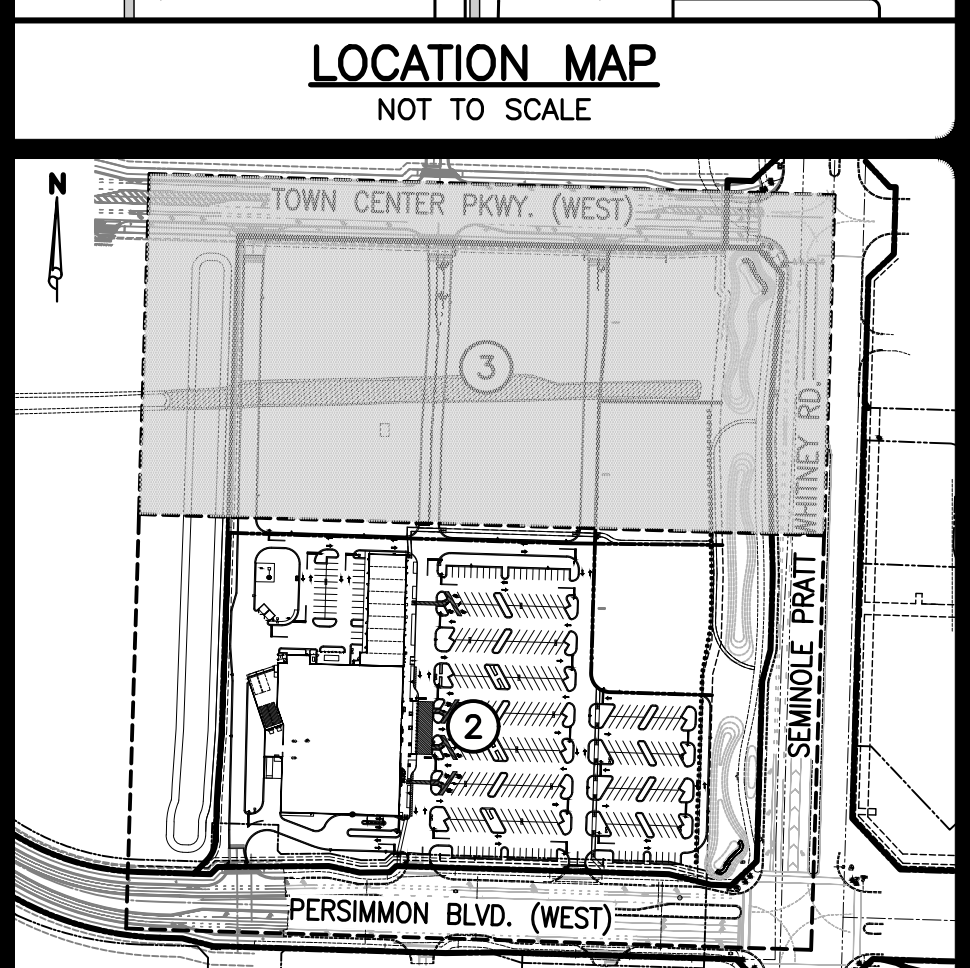
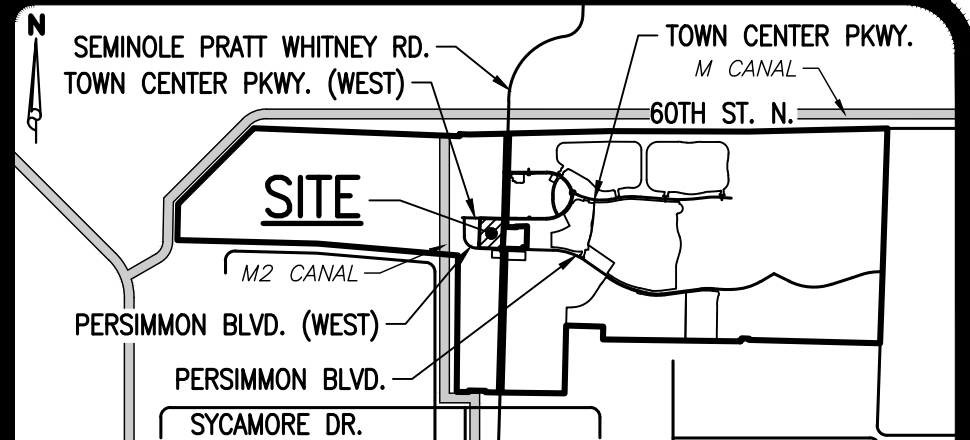
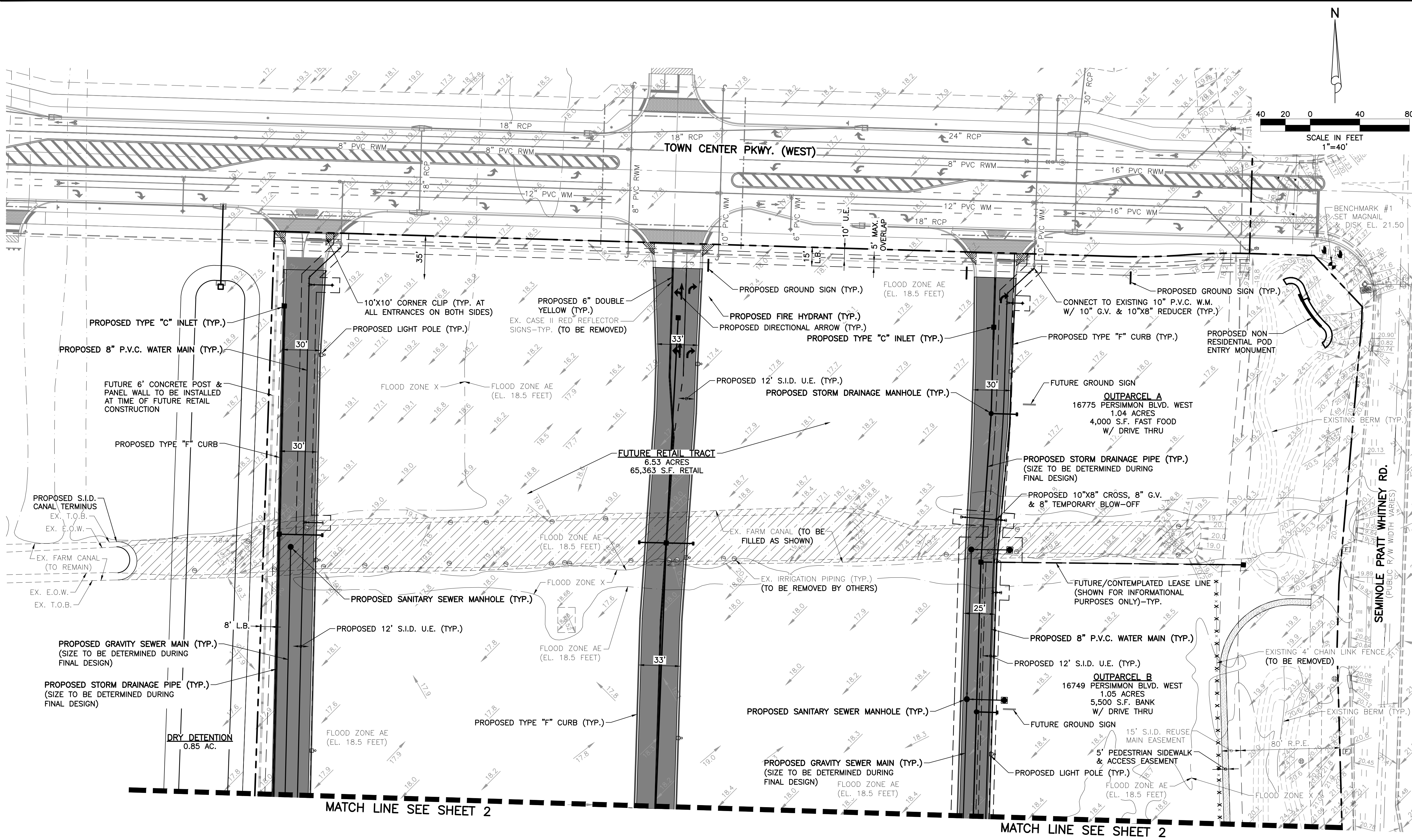
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**REVISIONS**

DESIGN	DRAWN	CHECKED	APPROVED	DATE
G.B.	D.B.			

**PUBLIX AT WESTLAKE PLAZA**  
SECTION 01, TOWNSHIP 43S., RANGE 40E.  
CITY OF WESTLAKE, FLORIDA  
CONCEPTUAL PAVING, DRAINAGE,  
WATER AND WASTEWATER PLAN





**THIS SHEET** KEY MAP NOT TO SCALE

- LEGEND**
- PROPOSED STORM SEWER AND CATCH BASIN
  - PROPOSED STORM SEWER AND MANHOLE
  - >— DIRECTION OF FLOW
  - w— DIRECTION OF SWALE
  - x— PROPOSED HIGH POINT
  - 19.2— EXISTING GRADE ELEVATION
  - PROPOSED LIGHT-DUTY ASPHALT PAVEMENT
  - PROPOSED HEAVY-DUTY ASPHALT PAVEMENT
  - PROPOSED CONCRETE
  - PROPOSED DETECTABLE WARNING SURFACE
  - EXISTING CANAL TO BE FILLED
  - SEWER SERVICE W/ CLEAN-OUT
  - FIRE HYDRANT W/ GATE VALVE
  - PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
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  - PROPOSED 24" STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
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  - PROPOSED BIKE RACK
  - PROPOSED BENCH
  - EXISTING STORM DRAINAGE PIPE
  - EXISTING WATER MAIN
  - EXISTING SEWER MAIN
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REVISIONS		DESIGN G.B.		DRAWN D.B.		CHECKED		APPROVED		DATE	

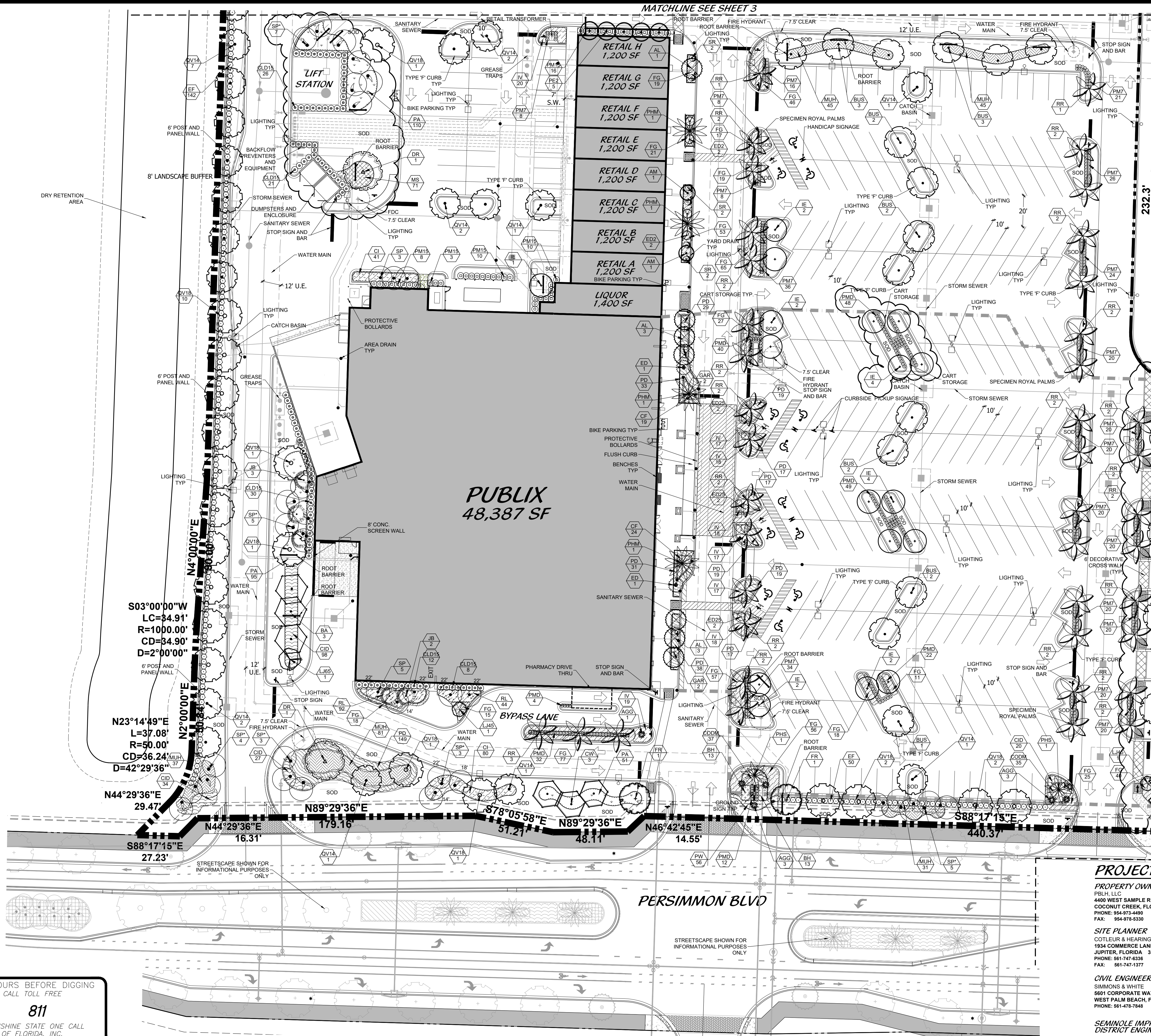


**PUBLIX AT WESTLAKE PLAZA**  
SECTION 01, TOWNSHIP 43S., RANGE 40E.  
CITY OF WESTLAKE, FLORIDA  
CONCEPTUAL PAVING, DRAINAGE,  
WATER AND WASTEWATER PLAN

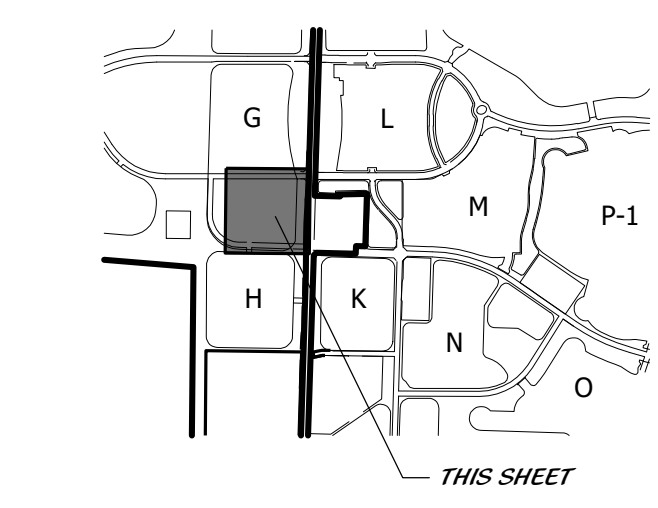
JOB NO. 20-084	DRAWING NO. 20084C03	SHEET 3 OF 3
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9/30/2020

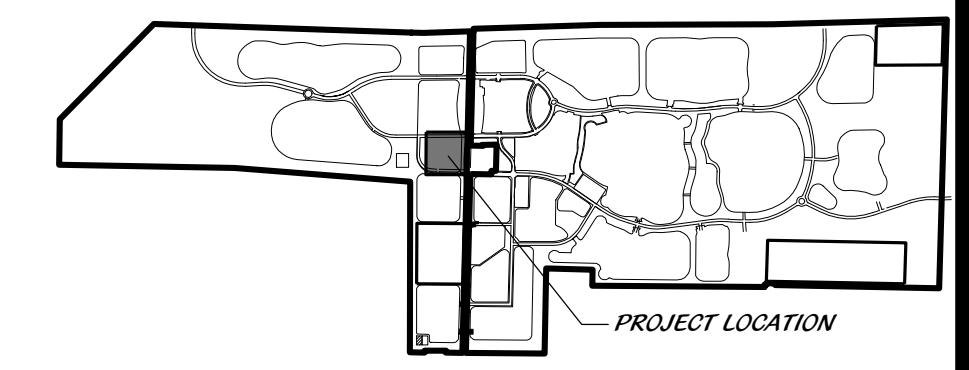




**KEY MAP**



**LOCATION MAP**



**LEGEND**

- SID: SEMINOLE IMPROVEMENT DISTRICT
- ROW: RIGHT OF WAY
- AC: ACRES
- UE: UTILITY EASEMENT
- DE: DRAINAGE EASEMENT
- LAE: LIMITED ACCESS EASEMENT
- TTD: TRADITIONAL TOWN DEVELOPMENT
- ESMT: EASEMENT
- CL: CENTER LINE
- SW: SIDEWALK
- PBC: PALM BEACH COUNTY
- LME: LAKE MAINTENANCE EASEMENT
- WMT: WATER MANAGEMENT TRACT

**PROJECT TEAM**

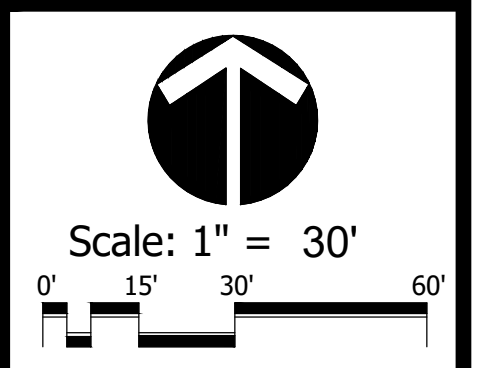
- PROPERTY OWNER**  
 PBLH, LLC  
 4400 WEST SAMPLE RD, SUITE 200  
 COCONUT CREEK, FLORIDA 33073  
 PHONE: 954-973-4490  
 FAX: 954-976-5330
- SURVEYOR**  
 CAULFIELD & WHEELER, INC.  
 7900 GLADES ROAD, SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE: 561-392-1991  
 FAX: 561-750-1452
- SITE PLANNER**  
 COTLEUR & HEARING  
 1934 COMMERCIAL 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: 561-296-9638  
 FAX: 561-684-6336
- CIVIL ENGINEER**  
 SIMMONS & WHITE  
 5601 CORPORATE WAY, SUITE 200  
 WEST PALM BEACH, FLORIDA 33407  
 PHONE: 561-476-7846
- ENVIRONMENTAL CONSULTANT**  
 EW CONSULTANTS, INC.  
 1000 SE MONTEREY COMMONS BLVD, SUITE 208  
 STUART, FLORIDA 34996  
 PHONE: 772-387-8771  
 MOBILE: 772-485-1700
- SEMINOLE IMPROVEMENT DISTRICT ENGINEER**  
 CAULFIELD & WHEELER  
 7900 GLADES ROAD, SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE: 561-392-1991
- DEVELOPER**  
 WINDCREST DEVELOPMENT GROUP, INC.  
 605 E. ROBINSON STREET, SUITE 340  
 ORLANDO, FLORIDA 32801  
 OFFICE: 407-219-3540 EXT. 3  
 FAX: 407-219-3541

48 HOURS BEFORE DIGGING  
 CALL TOLL FREE  
**811**  
 SUNSHINE STATE ONE CALL  
 OF FLORIDA, INC.

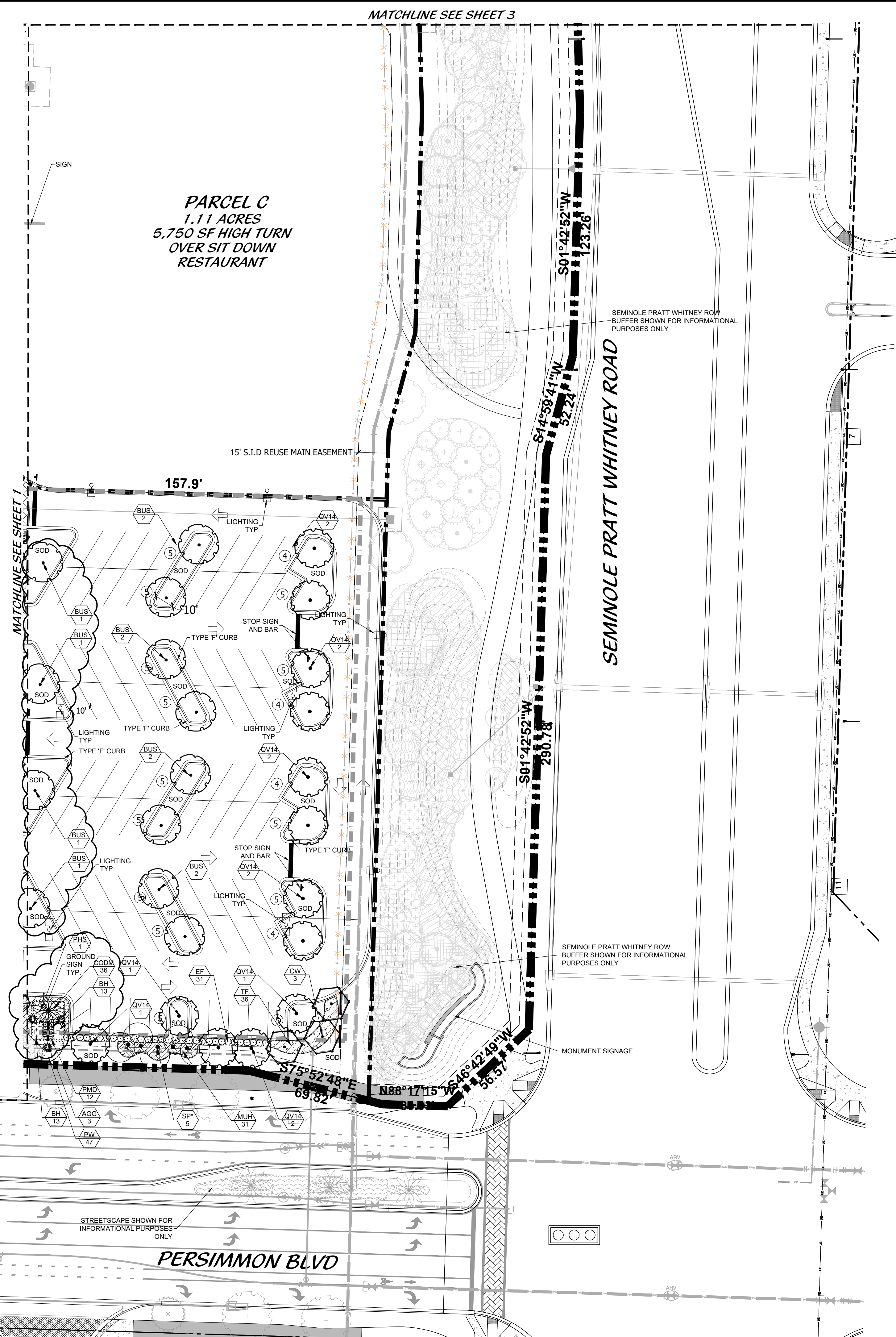
**Cotleur & Hearing**  
 Landscape Architects  
 Land Planners  
 Environmental Consultants  
 1934 Commerce Lane  
 Suite 1  
 Jupiter, Florida 33458  
 561.747.6336 · Fax 747.1377  
 www.cotleurhearing.com  
 Lic# LC-C000239

**PUBLIX at WESTLAKE PLAZA**  
 CONCEPTUAL LANDSCAPE PLAN  
 City of Westlake, Florida

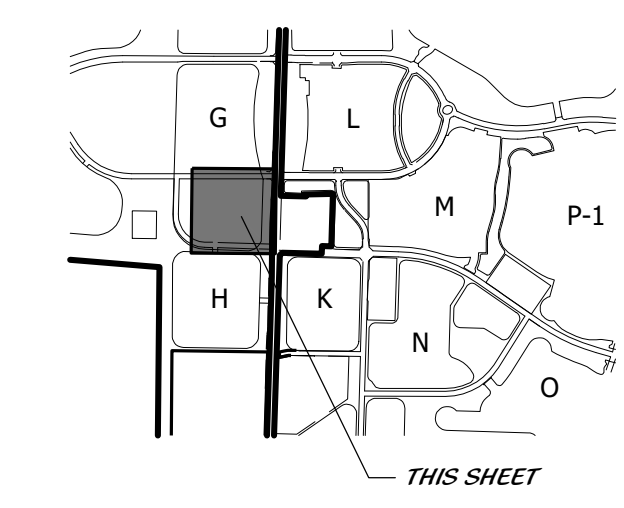
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APPROVED	DEH
JOB NUMBER	20-0616
DATE	08-24-20
REVISIONS	08-11-20
	10-01-20



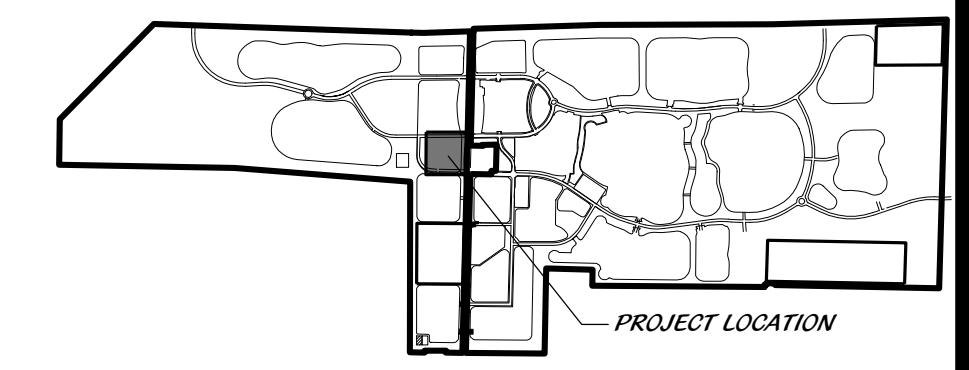




**KEY MAP**



**LOCATION MAP**



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- ROW: RIGHT OF WAY
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**PROJECT TEAM**

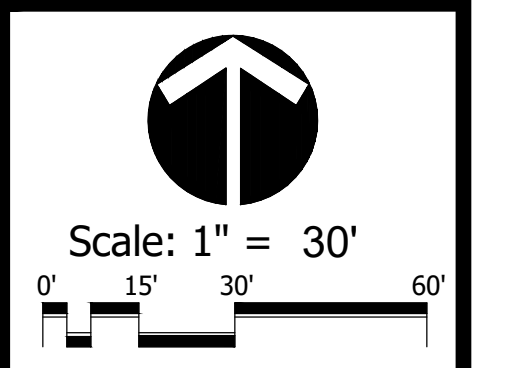
- |   |   |
|---|---|
| <p><b>PROPERTY OWNER</b><br/>PBLH, LLC<br/>4400 WEST SAMPLE RD, SUITE 200<br/>COCONUT CREEK, FLORIDA 33073<br/>PHONE: 954-973-4490<br/>FAX: 954-978-5330</p> <p><b>SITE PLANNER</b><br/>COTLEUR &amp; HEARING<br/>1934 COMMERCE LANE, SUITE 1<br/>JUPITER, FLORIDA 33458<br/>PHONE: 561-747-6336<br/>FAX: 561-747-1377</p> <p><b>CIVIL ENGINEER</b><br/>SIMMONS &amp; WHITE<br/>5601 CORPORATE WAY, SUITE 200<br/>WEST PALM BEACH, FLORIDA 33407<br/>PHONE: 561-478-7848</p> <p><b>SEMINOLE IMPROVEMENT DISTRICT ENGINEER</b><br/>CAULFIELD &amp; WHEELER<br/>7900 GLADES ROAD, SUITE 100<br/>BOCA RATON, FLORIDA 33434<br/>PHONE: 561-392-1991</p> | <p><b>SURVEYOR</b><br/>CAULFIELD &amp; WHEELER, INC<br/>7900 GLADES ROAD, SUITE 100<br/>BOCA RATON, FLORIDA 33434<br/>PHONE: 561-392-1991<br/>FAX: 561-750-1452</p> <p><b>TRAFFIC ENGINEER</b><br/>PINDER TROUTMAN CONSULTING, INC.<br/>2005 VISTA PARKWAY, SUITE 111<br/>WEST PALM BEACH, FLORIDA<br/>PHONE: 561-296-9698<br/>FAX: 561-684-6336</p> <p><b>ENVIRONMENTAL CONSULTANT</b><br/>EW CONSULTANTS, INC.<br/>1000 SE MONTEREY COMMONS BLVD, SUITE 208<br/>STUART, FLORIDA 34996<br/>PHONE: 772-287-8771<br/>MOBILE: 772-485-1700</p> <p><b>DEVELOPER</b><br/>WINDCREST DEVELOPMENT GROUP, INC.<br/>605 E. ROBINSON STREET, SUITE 340<br/>ORLANDO, FLORIDA 32801<br/>OFFICE: 407-219-3540 EXT. 3<br/>FAX: 407-219-3541</p> |
|---|---|

48 HOURS BEFORE DIGGING  
CALL TOLL FREE  
**811**  
SUNSHINE STATE ONE CALL  
OF FLORIDA, INC.

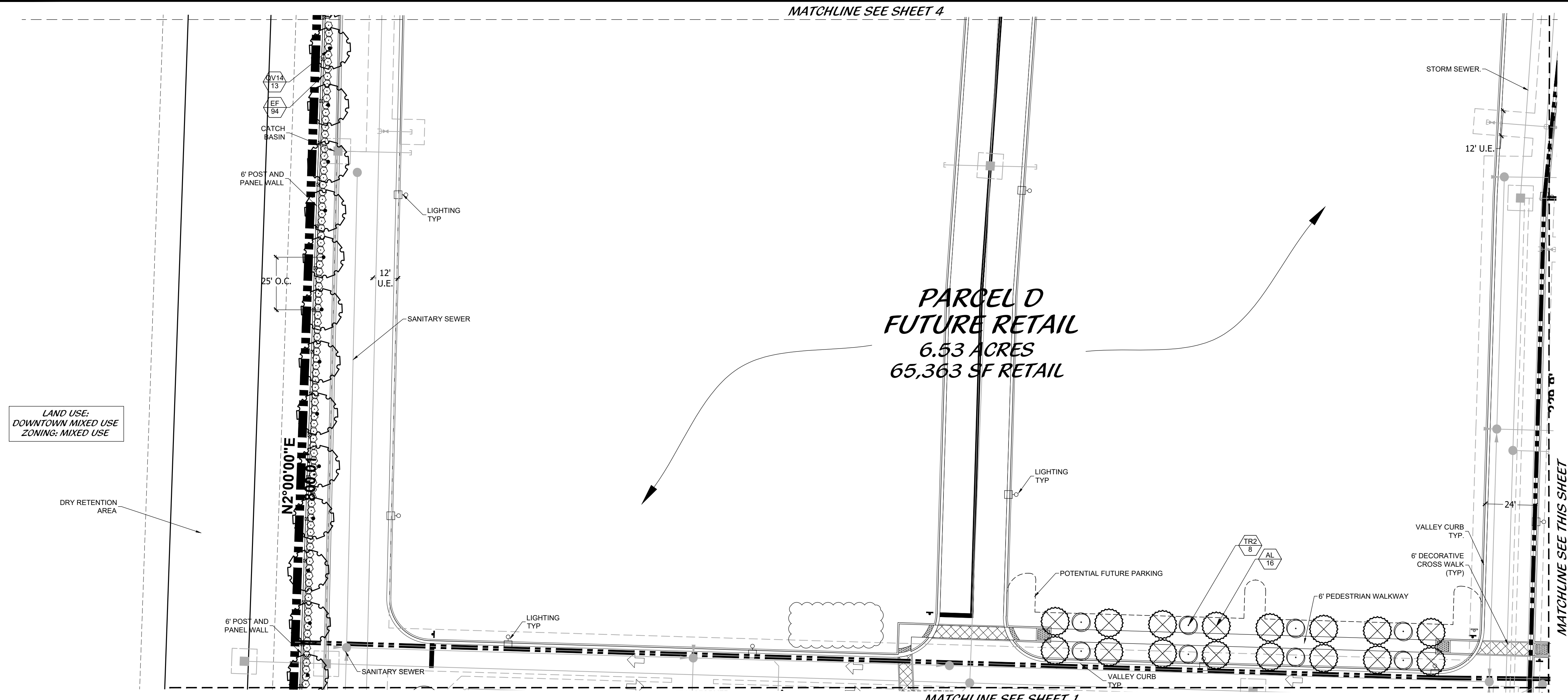
**Cotleur & Hearing**  
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**PUBLIX at WESTLAKE PLAZA**  
CONCEPTUAL LANDSCAPE PLAN  
City of Westlake, Florida

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	20-0616
DATE	08-24-20
REVISIONS	08-11-20 10-01-20

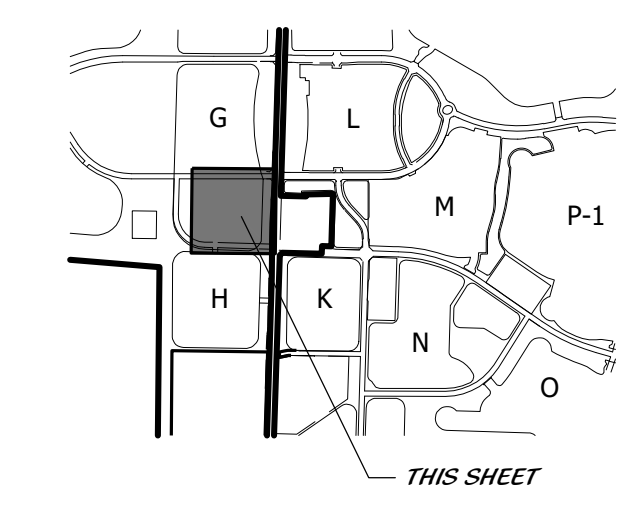




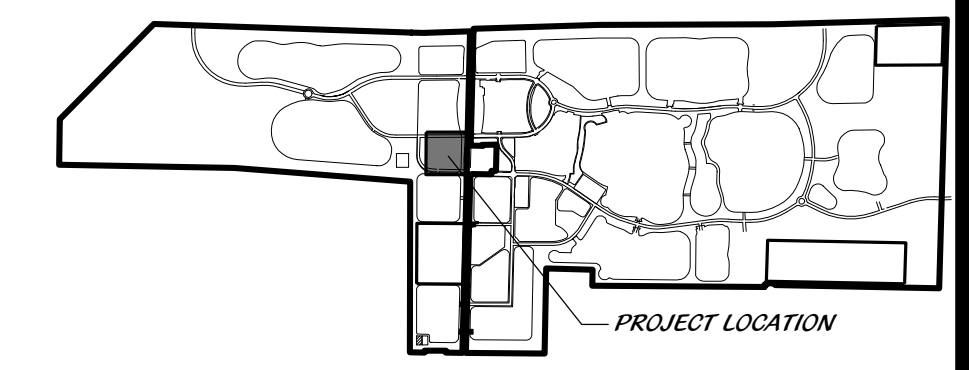


LAND USE:  
DOWNTOWN MIXED USE  
ZONING: MIXED USE

**KEY MAP**

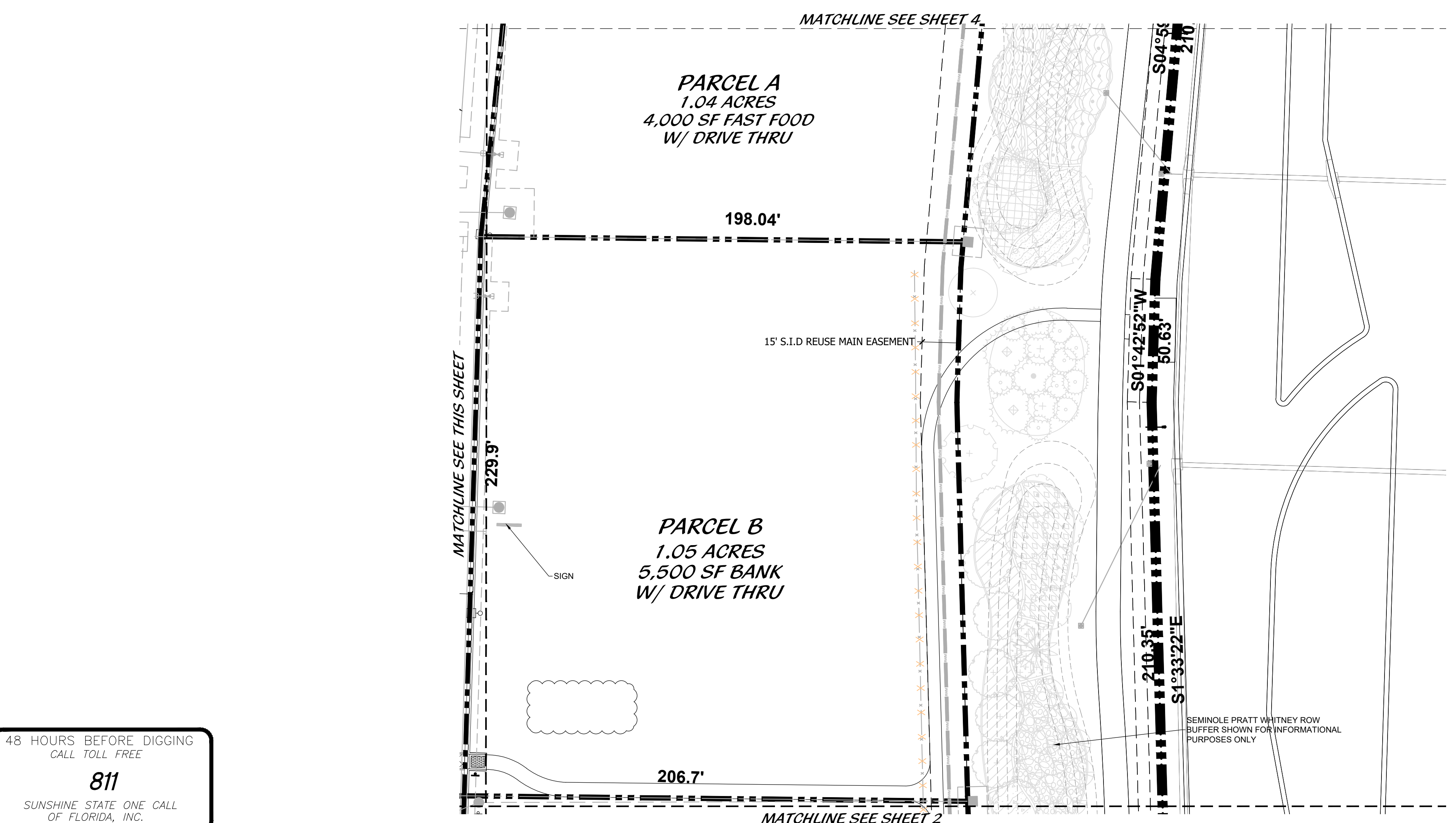


**LOCATION MAP**



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SUNSHINE STATE ONE CALL  
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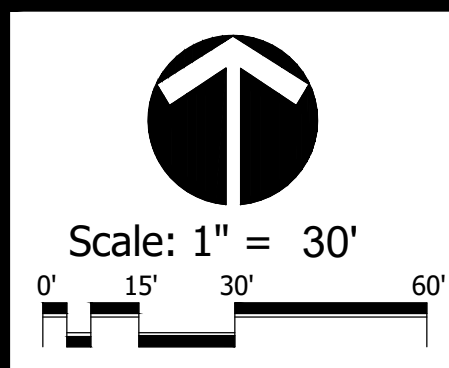
**PROJECT TEAM**

- |   |   |
|---|---|
| <b>PROPERTY OWNER</b><br>PBLH, LLC<br>4400 WEST SAMPLE RD, SUITE 200<br>COCONUT CREEK, FLORIDA 33073<br>PHONE: 954-973-4490<br>FAX: 954-978-5330        | <b>SURVEYOR</b><br>CAULFIELD & WHEELER, INC.<br>7900 GLADES ROAD, SUITE 100<br>BOCA RATON, FLORIDA 33434<br>PHONE: 561-392-1991<br>FAX: 561-750-1452                        |
| <b>SITE PLANNER</b><br>COTLEUR & HEARING<br>1934 COMMERCE LANE, SUITE 1<br>JUPITER, FLORIDA 33458<br>PHONE: 561-747-6336<br>FAX: 561-747-1377           | <b>TRAFFIC ENGINEER</b><br>PINDER TROUTMAN CONSULTING, INC.<br>2005 VISTA PARKWAY, SUITE 111<br>WEST PALM BEACH, FLORIDA<br>PHONE: 561-296-9698<br>FAX: 561-684-6336        |
| <b>CIVIL ENGINEER</b><br>SIMMONS & WHITE<br>5601 CORPORATE WAY, SUITE 200<br>WEST PALM BEACH, FLORIDA 33407<br>PHONE: 561-478-7848                      | <b>ENVIRONMENTAL CONSULTANT</b><br>EW CONSULTANTS, INC.<br>1000 SE MONTEREY COMMONS BLVD, SUITE 208<br>STUART, FLORIDA 34996<br>PHONE: 772-287-8771<br>MOBILE: 772-485-1700 |
| <b>SEMINOLE IMPROVEMENT DISTRICT ENGINEER</b><br>CAULFIELD & WHEELER<br>7900 GLADES ROAD, SUITE 100<br>BOCA RATON, FLORIDA 33434<br>PHONE: 561-392-1991 | <b>DEVELOPER</b><br>WINDCREST DEVELOPMENT GROUP, INC.<br>605 E. ROBINSON STREET, SUITE 340<br>ORLANDO, FLORIDA 32801<br>OFFICE: 407-219-3540 EXT. 3<br>FAX: 407-219-3541    |

**Cotleur & Hearing**  
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Environmental Consultants  
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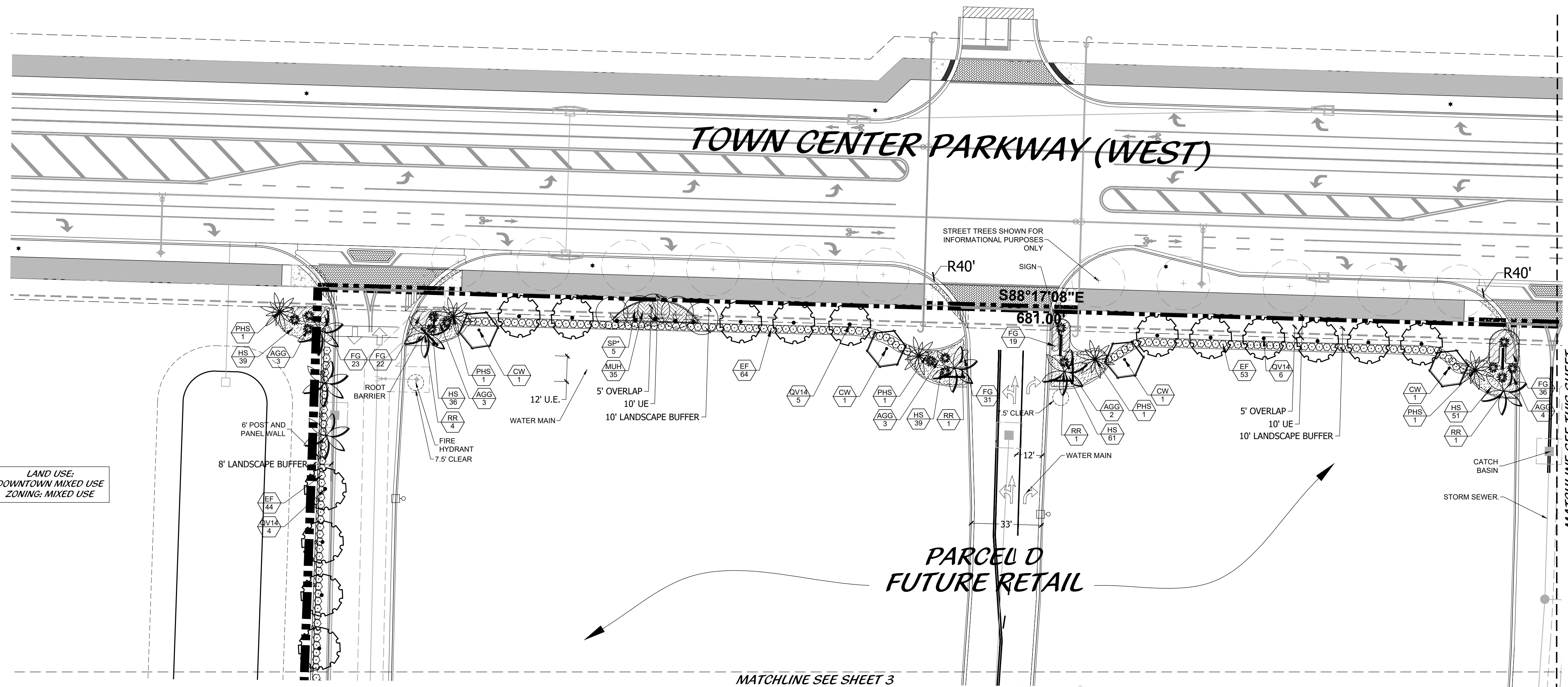
**PUBLIX at WESTLAKE PLAZA**  
CONCEPTUAL LANDSCAPE PLAN  
City of Westlake, Florida

DESIGNED	DEH
DRAWN	AGB
APPROVED	DEH
JOB NUMBER	20-0616
DATE	08-24-20
REVISIONS	09-11-20
	10-01-20



October 01, 2020 11:14:55 a.m.  
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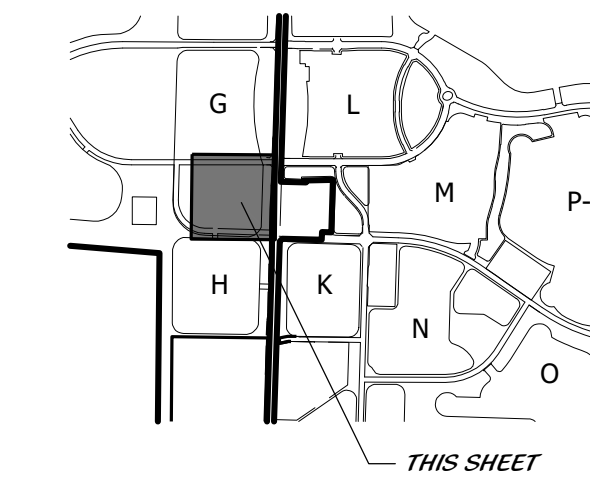




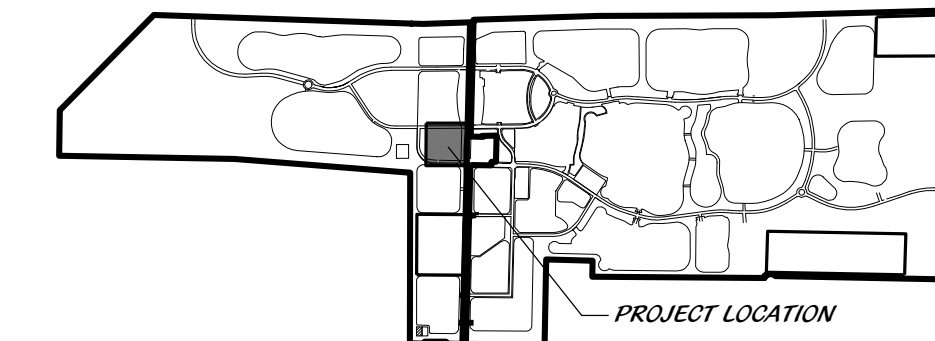
LAND USE:  
DOWNTOWN MIXED USE  
ZONING: MIXED USE

MATCHLINE SEE SHEET 3

**KEY MAP**

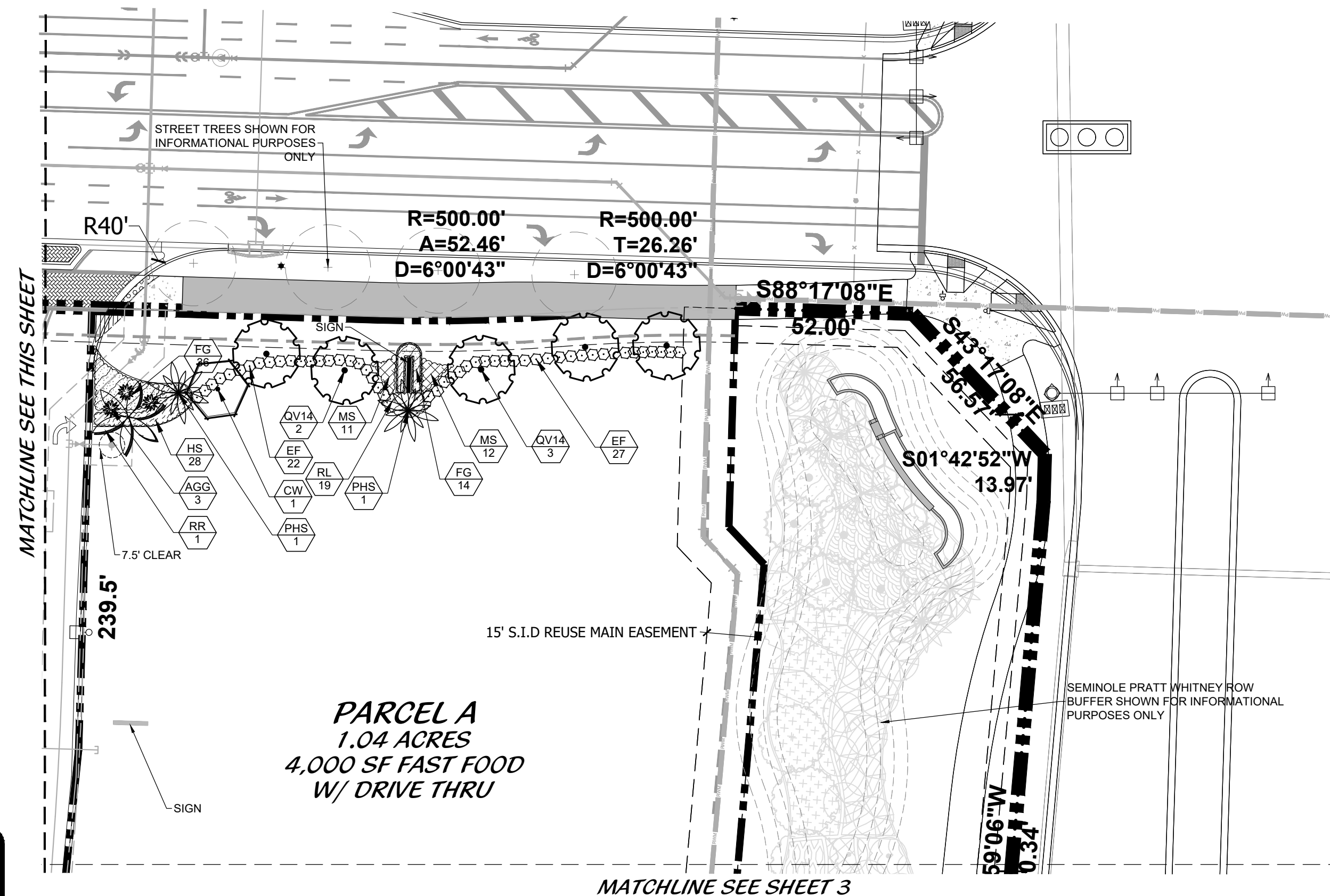


**LOCATION MAP**



**LEGEND**

- SID: SEMINOLE IMPROVEMENT DISTRICT
- ROW: RIGHT OF WAY
- AC: ACRES
- UE: UTILITY EASEMENT
- DE: DRAINAGE EASEMENT
- LAE: LIMITED ACCESS EASEMENT
- TTD: TRADITIONAL TOWN DEVELOPMENT
- ESMT: EASEMENT
- CL: CENTER LINE
- SW: SIDEWALK
- PBC: PALM BEACH COUNTY
- LME: LAKE MAINTENANCE EASEMENT
- WMT: WATER MANAGEMENT TRACT



MATCHLINE SEE THIS SHEET

**PARCEL A**  
1.04 ACRES  
4,000 SF FAST FOOD  
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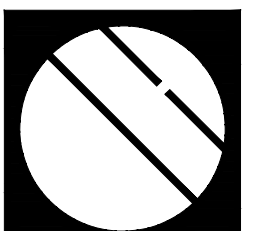
**PROJECT TEAM**

- |   |   |
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OF FLORIDA, INC.

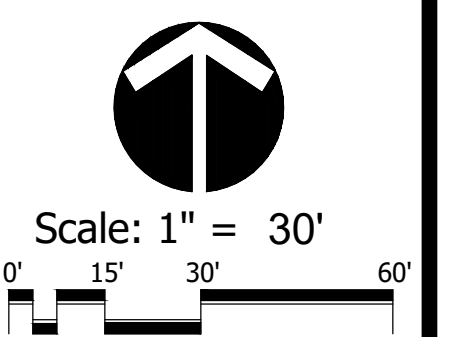


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# LANDSCAPE SPECIFICATIONS

**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, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADING 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 FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, CHARACTER 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 EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX 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 COCOFIBR DYED 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 MILORGNANITE ACTIVATED SLUDGE MIXED 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+4 ANALYSIS, PLUS MICRO NUTRIENTS. 100 PERCENT OF THE (N) NITROGEN, (K) POTASSIUM, (MG) MAGNESIUM, AND (B) BORON MUST BE IN CONTROLLED RELEASE FORM, THE (M) MANGANESE AND (FE) IRON SOURCES MUST BE WATER SOLUBLE (SOLN) 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 IS 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 DRESSING 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 SAUCERS 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 PLANT MATERIAL, 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 FOR 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 4" HIGH CURB 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 TREE TOPS.

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 LAWNS**  
 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 DISTRIBUTE 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. WEEP SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES 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 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 ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCES INCLUDING, BUT NOT LIMITED TO, TREE GRASS (SOD) IN SECTIONS 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.

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**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 DROPPED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION 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 SUCH AS LIGHTNING, WINDSTORMS, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE FINAL ACCEPTANCE, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

**IRRIGATION**  
 ALL LANDSCAPED AREAS (INCLUDING SOD AREAS) SHALL BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC SPRINKLER SYSTEM PROVIDED BY THE LANDSCAPE ARCHITECT. 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.

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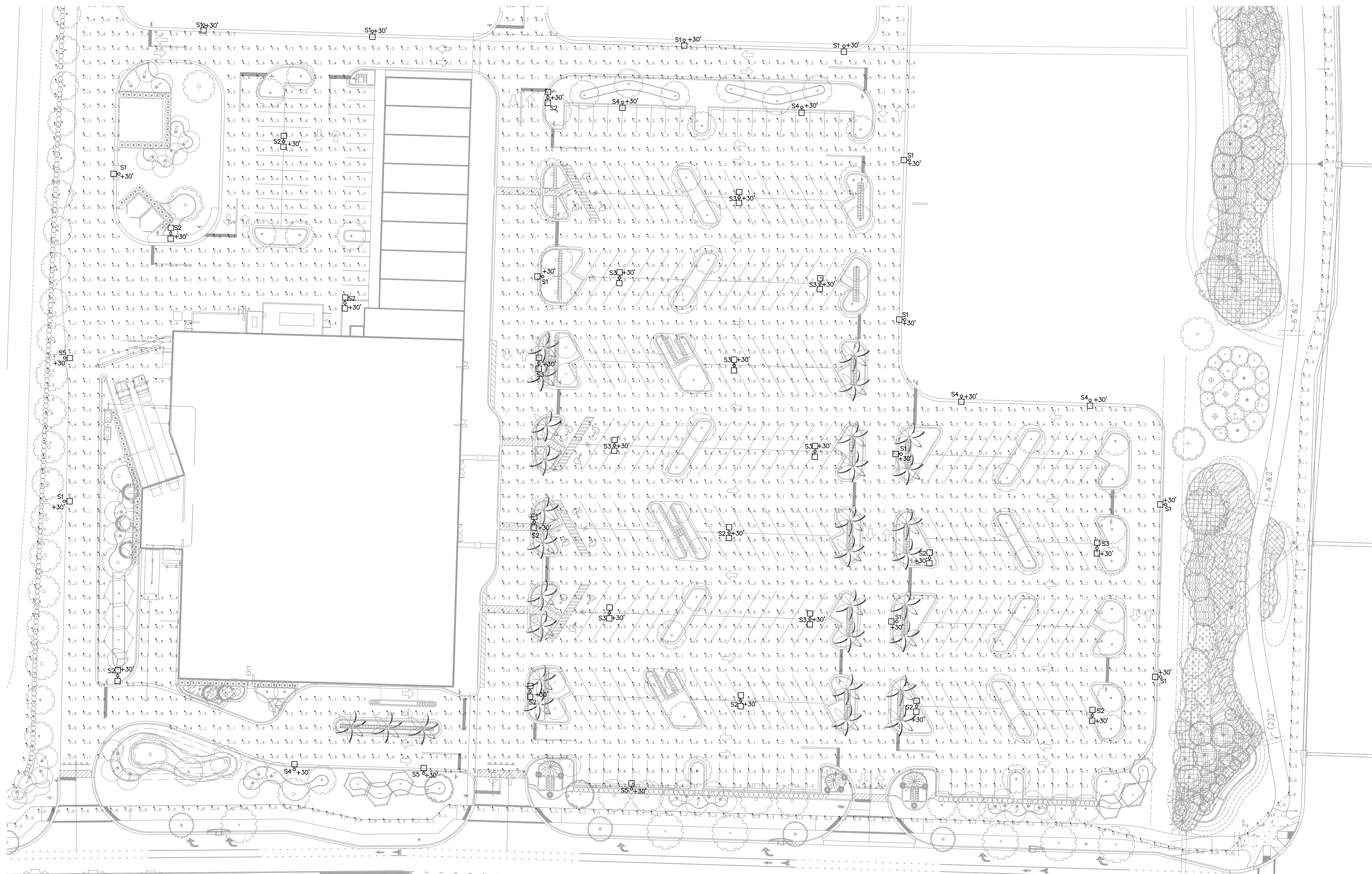
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# OVERALL PLANT LIST

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
BA	3	BILINEA ARBOREA	VERAWOOD	45 GAL	2.5' CAL	12' HT X 5' SPRD	Y	FULL CANOPY
BUS	27	BURSERA SIMARUBA	GUMBO LIMBO	N/A	4" GAL	16' HT X 7' SPRD.	Y	FULL CANOPY
EW	11	CASSIA BAKERIANA	PINK SHOWER TREE	FIELD GROWN	1.5' CAL	10-12' OA	Y	FULL CANOPY
CR	2	DYONIDAE REGIA	ROYAL CROTON	200 gal	5' CAL	18' 30" HT., 10'-12' SPRD.	N	FULL THICK CANOPY, FLORIDA FANCY
CD	4	ELEAOCARPUS DECIPENS	JAPANESE BLUEBERRY TREE	15 GAL	1.5' CAL	5'-6' OA	N	FULL THICK CANOPY, SHEARED CONICAL SHAPE. FLORIDA FANCY, SINGLE STRAIGHT TRUNK. MATCHED, FULL TO BASE
ED	2	ELEAOCARPUS DECIPENS	JAPANESE BLUEBERRY TREE	FIELD GROWN	N/A	12' -14' OA	N	FULL & THICK, SHEARED CONICAL SHAPE, FF, SINGLE STRAIGHT TRUNK. 4 CT.
FR	2	FICUS RUBIGINOSA	RUSTY LEAF FIG	F.G.	N/A	12' HT 6' SPRD	Y	FULL CANOPY, SPECIMEN, MATCHED
GA	4	GARCINIA SPICATA	GARCINIA	15 GAL	2" CAL	5' HT X 3' SPRD.	N	FULL & THICK
IE	17	ILEX EAGLESTON	EAGLESTON HOLLY	8 & B	3" CAL	14' HT 5' CT	Y	FULL & THICK CANOPY, SHEARED CONICAL
JB	5	JUNIPERUS SULCICOLA 'BRODIE'	BRODIE SOUTHERN RED CEDAR	FIELD GROWN	N/A	12' OA	Y	FULL CANOPY, FF, MULTI-TRUNK
LJ5	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL	1.5' CAL	6' HT, 6' SPRD.	N	FULL CANOPY, FF, MULTI-TRUNK
LJ65	1	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	65 gal	3 TRK MIN., 1"-2" CAL. EA.	8' HT, 8' SPRD.	Y	FULL CANOPY, 4 CT., MULTI-TRUNK, FF
QV14	64	QUERUCUS VIRGINIANA	LIVE OAK	100 GAL, MIN, OR FIELD GROWN	4" CAL	14' HT. X 7' SPRD	Y	FULL CANOPY, FF, MATCHED
QV18	19	QUERUCUS VIRGINIANA	LIVE OAK	FIELD GROWN	5" CAL	18' HT X 8' SPRD.	Y	FULL CANOPY, FF
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
AM	2	ADONIDA MERRILLII	CHRISTMAS PALM	F.G.	N/A	12' -14' OA	N	FULL CANOPY, SINGLE TRUNK, MATCHED
AL	23	ARCHONTOPHOENIX ALEXANDRAE	ALEXANDRA PALM	F.G.	N/A	14'-16' OA	N	SINGLE TRUNK, FF, RP, MATCHING
PEZ	5	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	FG	N/A	12' -14' OA	N	FULL HEAD, MATCHING
SP*	37	SABAL PALMETTO	CABBAGE PALM	FIELD GROWN	N/A	14', 18', 22' CT., STGG.	N	SLICK, CURVED TRUNK
SP	8	SABAL PALMETTO	CABBAGE PALM	N/A	N/A	14', 18' & 22' CT., SEE PLAN	Y	SLICK, STRAIGHT TRUNK, F&L & THICK.
TR2	8	THRINAX RADIATA	FLORIDA THATCH PALM	FG	N/A	8' -10' HT.	Y	
SPECIMEN PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
PHM	4	PHOENIX DACTYLIFERA 'MEDJOOUL' ~	MEDJOOUL DATE PALM	FIELD GROWN	N/A	14' CT	N	STRAIGHT TRUNK, FULL CANOPY, DIAMOND CUT, RP, FF, MATCHED.
PHS	10	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FIELD GROWN	N/A	10' CT	N	STRAIGHT TRUNK, FULL CANOPY, DIAMOND CUT HEAVY CALIEN, FF, RP, FULL CANOPY MIN. 7' LEAF COUNT. NOTE: GW HEIGHT IS TWICE THE CITY OF WESTLAKE REQUIREMENT.
RR	49	ROYSTONIA REGIA	ROYAL PALM	FG	N/A	16' GW	Y	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
AG	26	AGAVE AMERICANA 'GAINESVILLE BLUE'	GAINESVILLE BLUE AGAVE	30 GAL	4'-5' O.A. X 3'-4' SPRD.	A.S.	N	FULL & THICK
CLD15	97	CLUSIA GUYANA	CLUSIA	15 GAL	6' HT. X 3' SPRD.	3' O.C.	N	FULL & THICK CANOPY
ED25	8	ELEAOCARPUS DECIPENS	JAPANESE BLUEBERRY TREE	25 GAL	N/A	6'-7' HT. X 3' SPRD	N	FULL & THICK CANOPY, SHEARED CONICAL SHAPE. FULL TO BASE, CONICAL, MATCHED
EF	527	EUGENIA FOETIDA	SPANISH STOPPER	7 GAL	30" X 24"	2' O.C.	Y	FULL & THICK
FD	219	PODOCARPUS MACROPHYLLUS 'DWARF PRINGLES'	DWARF PODOCARPUS	7 GAL	24" X 24"	24" O.C.	N	FULL & THICK, FF
PM15	47	PODOCARPUS MAKII-	PODOCARPUS	7 gal	3' X 2'	2' O.C.	N	FULL & THICK
SR	6	STRELTZIA REGINAE	ORANGE BIRD OF PARADISE	7 GAL	5' O.A., 2' SPRD	2' O.C.	N	FULL & THICK
					2.5' X 2'	AS	Y	FULL & THICK, FLORIDA FANCY
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
BH	52	BOUGAINVILLEA 'HELEN JOHNSON'	HELEN JOHNSON BOUGAINVILLEA	3 GAL	18" X 18"	2' O.C.		





Luminaire Schedule			
Symbol	Tag	LLF	Description
□	S1	0.950	VP-L-96L-280-4K7-2-BC
□	S2	0.950	VP-L-96L-280-4K7-5QM
□	S3	0.950	VP-L-96L-280-4K7-5W
□	S4	0.950	VP-L-96L-280-4K7-4
□	S5	0.950	VP-L-96L-280-4K7-4-BC

**PHOTOMETRIC SITE PLAN**  
SCALE: 1"=30'-0"

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Boundary Line	Fc	0.10	1.3	0.0	N.A.	N.A.
Entry Drives 1	Fc	3.24	6.4	1.1	2.95	5.82
Parking Area	Fc	5.38	10.7	1.8	2.99	5.94



This item has been digitally signed and sealed by Daniel A. Sutyak, PE on the date adjacent to the seal.  
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Tampa, Florida 33605  
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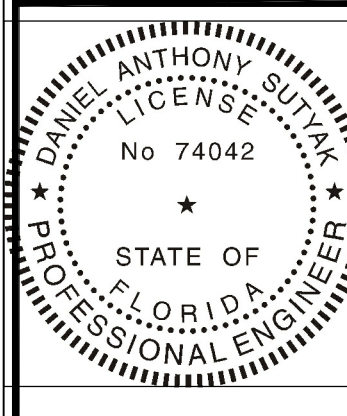
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TO THE BEST OF MY KNOWLEDGE, THE SPECIFICATIONS AND PLANS SHOWN HEREIN COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES IN EFFECT AT THIS DATE.

**FISHER AND ASSOCIATES, LLC.**  
ARCHITECTS  
PLANNERS  
INTERIOR DESIGNERS  
2385 BELLEAIR RD., CLEARWATER, FL 33764 (727) 449-4498  
AA2600738

**PHOTOMETRIC SITE PLAN**  
**PUBLIC AT WESTLAKE PLAZA**  
**SWC OF SEMINOLE PRATT WHITNEY RD**  
**and PERSIMMON BLVD**  
**CITY OF WEST LAKE, PALM BEACH COUNTY, FL**

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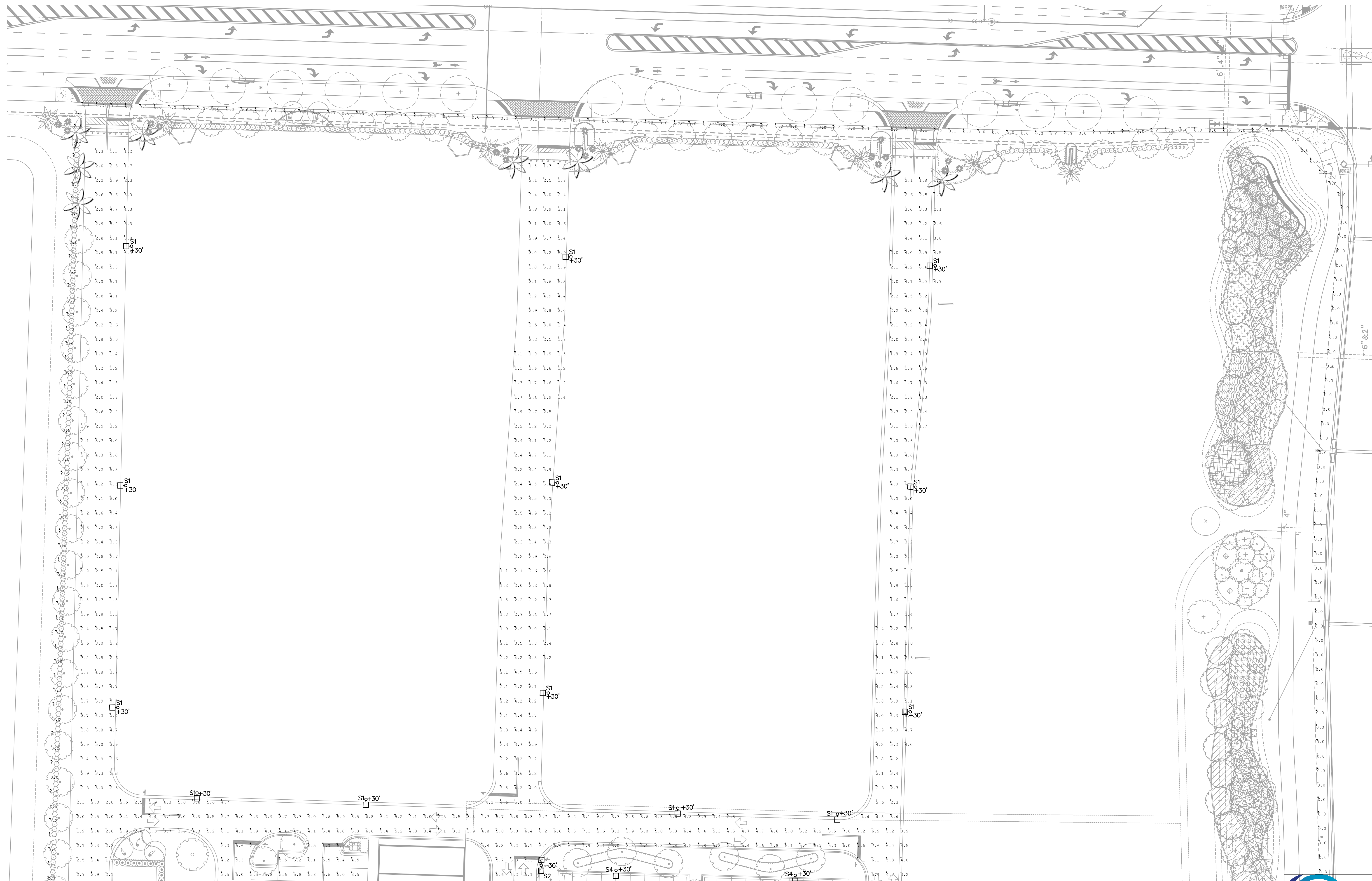


Daniel Anthony Sutyak  
P.E. No. 74042

**EP1.1**  
Issue Date: 08.21.20  
Project No.: 220016

**NOT FOR CONSTRUCTION**

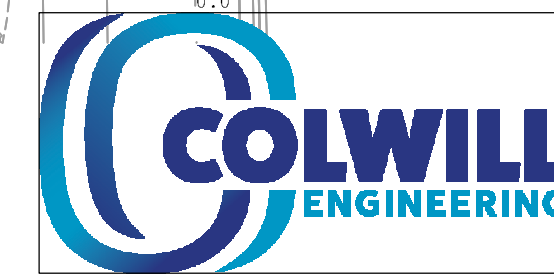




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□	S3	0.950	VP-L-96L-280-4K7-5W
□	S4	0.950	VP-L-96L-280-4K7-4
□	S5	0.950	VP-L-96L-280-4K7-4-BC

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Consulting Engineers, Inc.  
Engineering Business No. 9021

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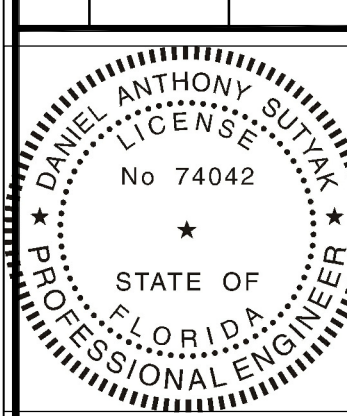
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Daniel Anthony Sutyak  
P.E. No. 74042

**EP12**  
Issue Date: 08.21.20  
Project No.: 220016

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# VIPER L

LARGE VIPER LUMINAIRE

### FEATURES

- Large size companion to Viper Small
- Wide choice of different LED wattage configurations
- Ten optical distributions
- Designed to replace HD lighting up to 1000W MH or HPS
- Suitable for wet locations



### CONTROL TECHNOLOGY



### SPECIFICATIONS

#### CONSTRUCTION

- Manufactured with die cast aluminum
- Coated with a polyester finish that meets ASTM B771 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements
- IFS polyester powder-coat electrostatically applied and thermocured. IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish
- The finish meets the AAMA 2604 performance specification which includes passing a 3,000-hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds
- External hardware is corrosion resistant

#### OPTICS

- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one-piece optical system
- One-piece silicone gasket ensures a weatherproof seal around each individual optic
- One-piece optical cartridge system consisting of an LED engine, optics, gasket and stainless steel bezel

#### INSTALLATION

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 TYPE: \_\_\_\_\_ PROJECT: \_\_\_\_\_  
 CATALOG #: \_\_\_\_\_

## OPTICS STRIKE



### RELATED PRODUCTS



#### ELECTRICAL

- Luminaire accepts 100V through 277V, 347V or 480V input 50 Hz to 60 Hz (UNV)
- Power factor is > .90 at full load
- Dimming drivers are standard, but CD must be selected in options to obtain external wiring leads for dimming controls
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher
- Plug disconnects are certified by UL for use at 600VAC, 15A or higher, 13A rating applies to primary (AC) side only
- Fixture electrical compartment contains all LED driver components
- Optional 7-pin ANSI C136.41-2013 Twist-Lock® photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices
- Ambient operating temperature -40°C to 25°C
- Surge protection: 20kA
- Lifespan† Circuit (see Electrical Data)

#### CONTROLS

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the motion response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration

KEY DATA	
Lumen Range	14,293-33,969
Wattage Range	64-395
Efficacy Range (LPW)	98-135
Reported Life (Hours)	L70>37,000
Input Current Range (Amps)	0.3-4.0



# VIPER L

LARGE VIPER LUMINAIRE

## DELIVERED LUMENS

# of LEDs	DRIVE CURRENT (mA)	SYSTEM WATTS	DISTRIBUTION TYPE	5K (5000K nominal, 70 CR)			4K (4000K nominal, 70 CR)			3K (3000K nominal, 70 CR)						
				LUMENS	LPW <sup>1</sup>	B U G	LUMENS	LPW <sup>1</sup>	B U G	LUMENS	LPW <sup>1</sup>	B U G				
				VA	2	18220	152	2	0	2	18783	157	2	0	2	19341

1. Lumen values are from photometric tests performed in accordance with IESNA LM-79-06. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.  
 2. 300W and 395W 3000K versions are not DLC QPL listed. Reference data only highlighted cells in table.



# VIPER L

LARGE VIPER LUMINAIRE

### ORDERING GUIDE

Example: VPL-96L-280-4K-7W-UNV-A-DST-GEN1-04-BC

CATALOG #	Series	LED Engine	Color	Optical Distribution	Rotation	Voltage
VPL	Viper Large	64L-135 185W LED array 80L-180 180W LED array 96L-220 220W LED array 108L-280 280W LED array 126L-365 365W LED array	3K7 3000K, 70 CR 4K7 4000K, 70 CR 5K7 5000K, 70 CR	FR Type 1 Front Row 2 Type 2 3 Type 3 4F (formerly 4) Type 4 4W Type 4 Wide 5GM Type 5GM 5GN Type 5GN 5R Type 5R (rectangular) 5W Type 5W (round wide) 5C Tennis Court 5CR Corner Right 5CL Corner Left	Blank No rotation R Clock rotation 90° L Clock rotation 180°	UNV 120-277V 347 347V 480 480V

Mounting	Color	Control Options	Options
MAF Rectangular Arm (formerly RA) for square or round pole AD Universal Arm with adapter for 2.4"-4.1" round pole AD3 Universal Arm with adapter for 4.2"-5.3" round pole AD5 Universal Arm with adapter for 5.5"-5.9" round pole AD6 Universal Arm with adapter for 6.0"-6.9" round pole	BLT Black Matte Textured BSL Black Gloss Smooth DBT Dark Bronze Matte Textured DBS Dark Bronze Gloss Smooth GTT Graphite Matte Textured LGS Light Gray Gloss Smooth PSS Platinum Silver Smooth WHT White Matte Textured WHS White Gloss Smooth VST Verde Gloss Textured CC Custom Color	NWVE NX Wireless Enabled (module + radio) NXSPW_LX No Wireless, PR Occ. Sensor, Daylight Harvesting† NXSPF_NX No Wireless, PR Occ. Sensor, Daylight Harvesting† WIR Wireless Controls, wISCAPE Control Options: 7PR 7-pin receptacle only (pinning cap, photo control or wireless control provided by user) 7PR-SC 7-pin Receptacle w/ Snap-Lock® photo control 7PR-TL 7-pin Receptacle w/ Twist-Lock® photo control SCPI_F Programmable Occupancy Sensor w/ daylight control††† GENXX ENERGEN® SWP SiteSync Pre-Commission 1†† SNPVL_F SiteSync Pre-Commission w/ Sensor 1††	BC Backshell (available for FR, 2, 3, 4, 4W, 5GM, 5GN) CD Continuous Dimming FB Flaring T Terminal Block

House Side Shield Accessories	Mounting Accessories	Hubbell Control Solutions - Accessories (Sold Separately)
<input type="checkbox"/> HSSVEPL90-FBXXX 90° shield front or back <input type="checkbox"/> HSSVEPL90-LRXXX 90° shield left or right <input type="checkbox"/> HSSVEPL270-FBXXX 270° shield front or back <input type="checkbox"/> HSSVEPL270-LRXXX 270° shield left or right <input type="checkbox"/> HSSVEPL360/XXX Full shield	<input type="checkbox"/> VPL-AD-RPA3 2.4"-4.1" Round Pole Adapter for AD arm <input type="checkbox"/> VPL-AD-RPA4 4.2"-5.3" Round Pole Adapter for AD arm <input type="checkbox"/> VPL-AD-RPA5 5.5"-5.9" Round Pole Adapter for AD arm <input type="checkbox"/> VPL-AD-RPA6 6.0"-6.9" Round Pole Adapter for AD arm	<input type="checkbox"/> SC-REMOTE Remote Control for SCPI_F option. Order at least one per project to program and control the occupancy sensor. <input type="checkbox"/> SWP8S SiteSync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license software and USB radio bridge node. <input type="checkbox"/> SWTAP Wireless tablet and SiteSync interface software. Includes tablet with pre-installed software, SiteSync license and USB radio bridge node. <input type="checkbox"/> SWBRG SiteSync USB radio bridge node only. Order if replacement is needed for a radio bridge node that is replaced. <input type="checkbox"/> SW7PR SiteSync 7-pin future module OVDIM, Daylight Sensor 120-480VAC. <input type="checkbox"/> BRD-SPR-4 Bird Scares

1. Not available with other wireless control or sensor options  
 2. Shield mounting height: 8" or less, 40"-49" or 40"  
 3. Specify routing setting code inside GEM-04. See ENERGEN brochure and instructions for setting wire and colors. Not available with sensor or SiteSync options  
 4. Specify group and zone at time of order. See instructions for setting controls for further details. Once at least one SiteSync interface accessory (SWTAP or SWBRG) is ordered, each order contains SiteSync license, SWL and SWR module  
 5. Only available with FR, 2, 3, 4, 4W and 5R distribution  
 6. Order at least one SC-REMOTE per project location to program and control the occupancy sensor



# VIPER L

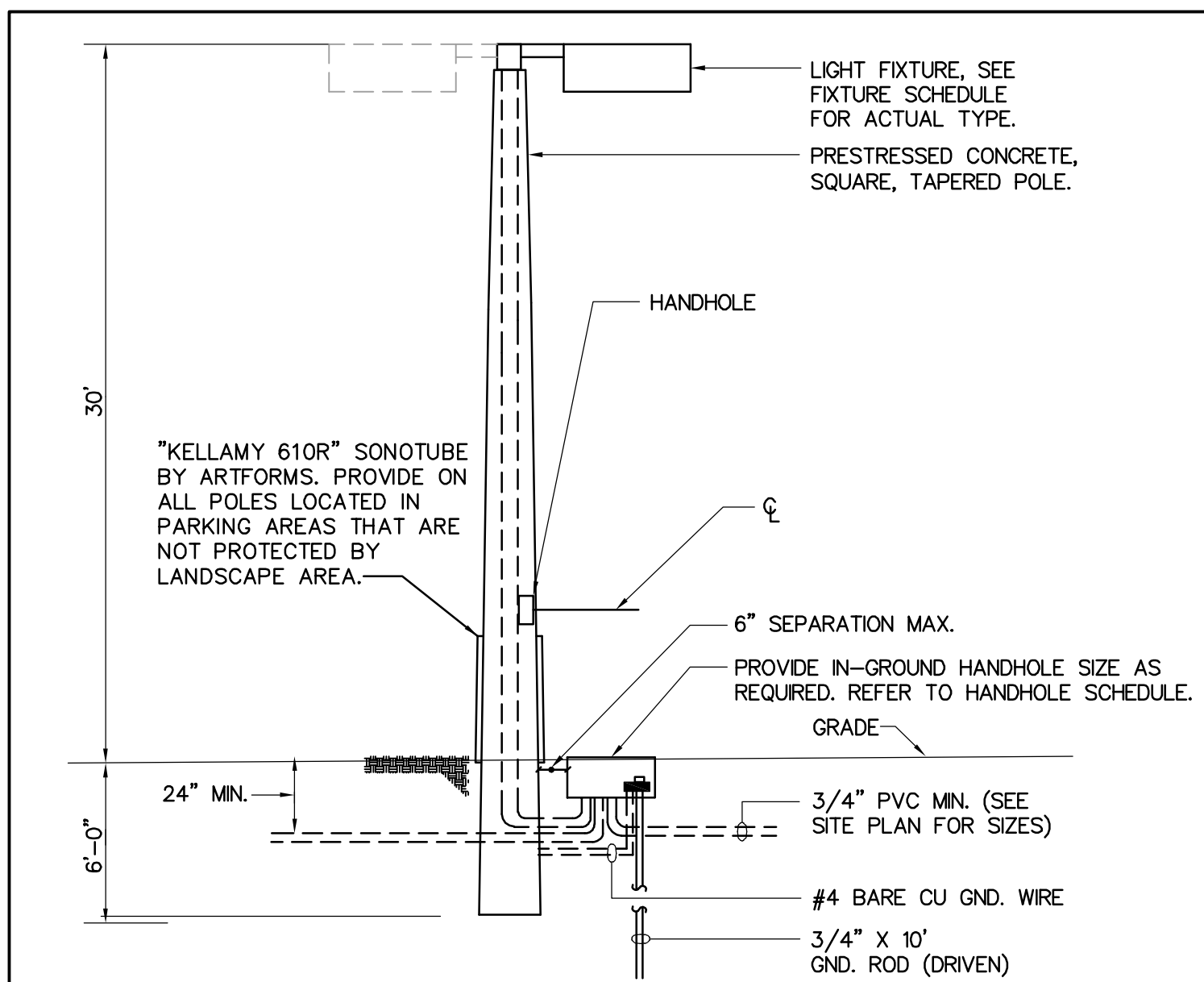
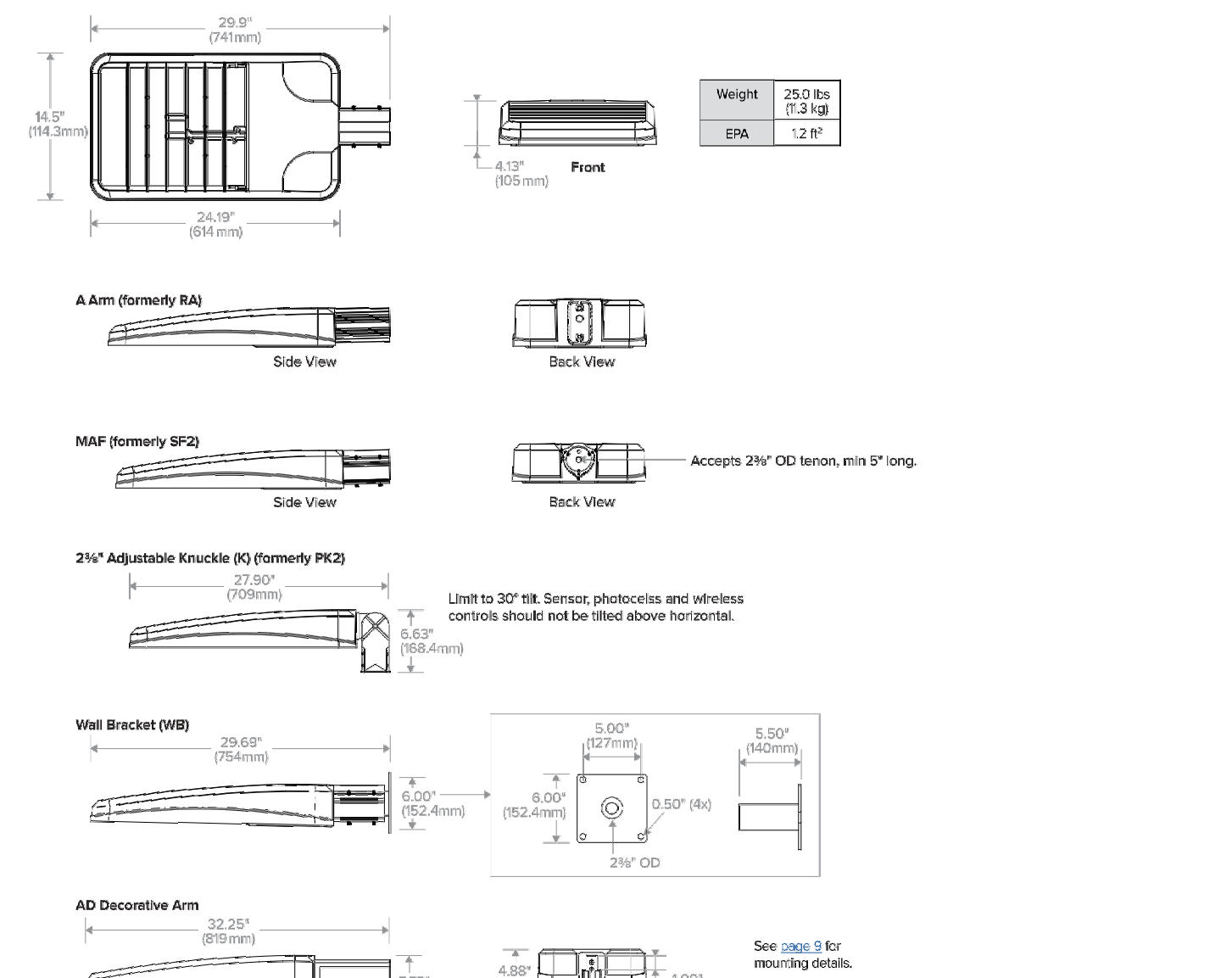
LARGE VIPER LUMINAIRE

## DELIVERED LUMENS

# of LEDs	DRIVE CURRENT (mA)	SYSTEM WATTS	DISTRIBUTION TYPE	5K (5000K nominal, 70 CR)			4K (4000K nominal, 70 CR)			3K (3000K nominal, 70 CR)						
				LUMENS	LPW <sup>1</sup>	B U G	LUMENS	LPW <sup>1</sup>	B U G	LUMENS	LPW <sup>1</sup>	B U G				
				VA	2	18220	152	2	0	2	18783	157	2	0	2	19341

1. Lumen values are from photometric tests performed in accordance with IESNA LM-79-06. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.  
 2. 300W and 395W 3000K versions are not DLC QPL listed. Reference data only highlighted cells in table.

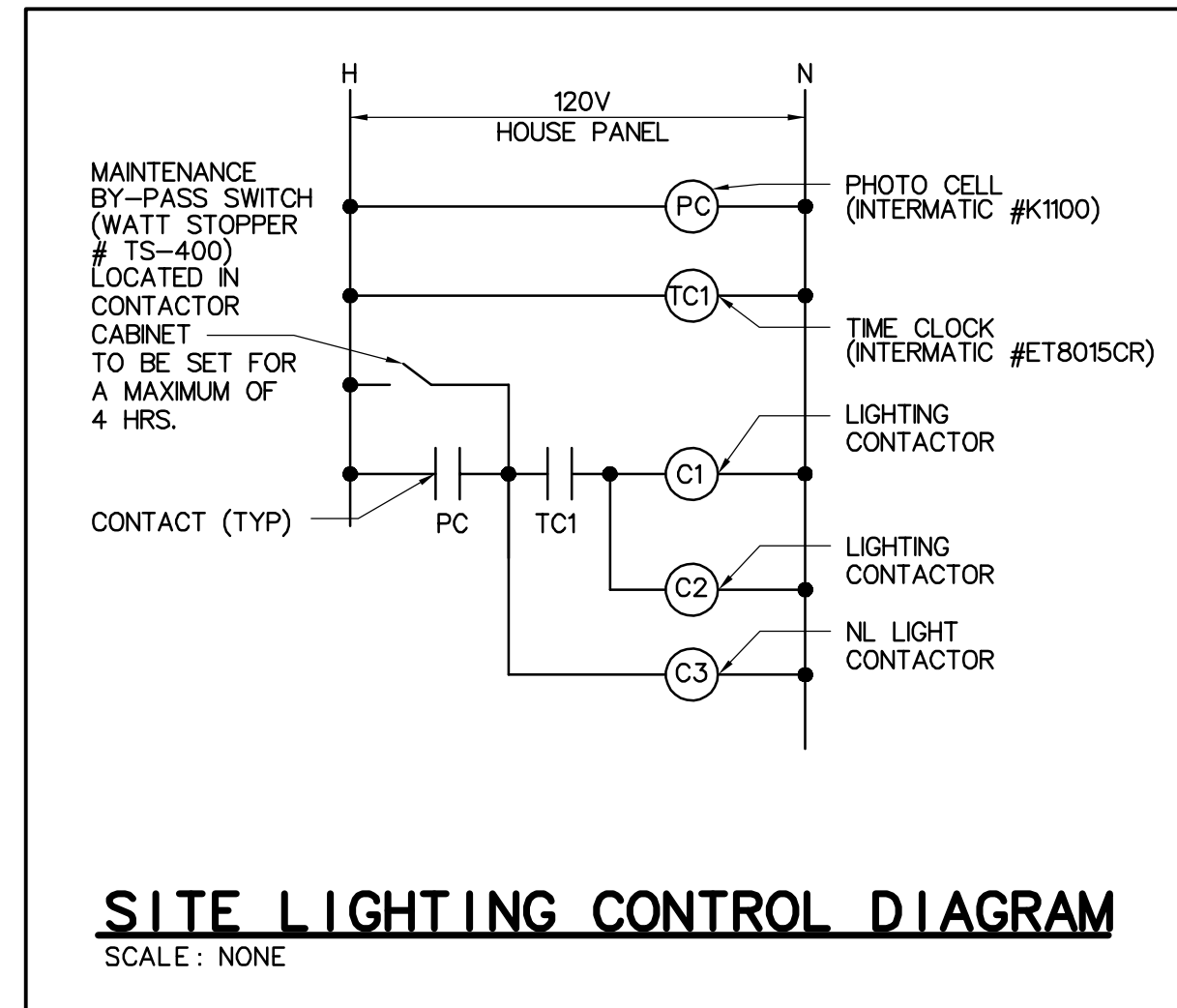
### DIMENSIONS



## PARKING LOT CONCRETE POLE DETAIL

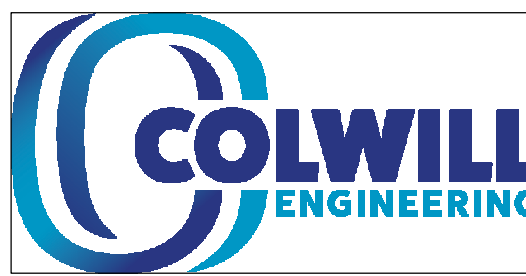
### GENERAL NOTES

- AT EACH POLE LOCATION, THE CONTRACTOR SHALL PROVIDE A 3/4"X10" COPPER CLAD GROUND ROD CONNECTED TO A #4 BARE COPPER CONDUCTOR, CAST IN POLE, EXTENDED TO TENON SLIP FITTER. EQUIPMENT GROUNDING CONDUCTORS SHALL ALSO BE BONDED TO THE GROUND ROD. ALL CONNECTIONS TO THE GROUND ROD SHALL BE BY EXOTHERMIC WELD CONNECTION.
- ALL POLES ARE TO BE PROVIDED WITH HAND HOLES (MINIMUM 3"X5").
- PROVIDE ALL HARDWARE NECESSARY TO COMPLETE THE INTENDED INSTALLATION.
- CONTRACTOR SHALL BE REQUIRED TO SUBMIT CALCULATIONS FROM THE POLE MANUFACTURER, SEALED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF FLORIDA, TO CERTIFY COMFORMANCE OF EACH ENTIRE POLE AND FIXTURE ASSEMBLY TO THE FOLLOWING STANDARDS:
  - 90 MPH IN ACCORDANCE WITH AASHTO SPECIFICATIONS.
  - 150 MPH IN ACCORDANCE WITH CALCULATIONS DICTATED IN THE FLORIDA BUILDING CODE.
- CONTRACTOR IS TO FURNISH AND INSTALL IN-LINE BALLAST FUSES IN BUSSMANN "TRON" WEATHERPROOF FUSE HOLDERS #HEB-SERIES WITH KTK FUSES IN HANDHOLE OF POLE.
- AN IN-GROUND HANDHOLE SHALL BE INSTALLED AT EVERY POLE LOCATION WHETHER OR NOT INDICATED ON THE DRAWINGS. THE HANDHOLE SHALL BE SIZED TO CONTAIN ALL CONNECTOR KITS, AND GROUND RODS. ALL CONNECTIONS IN HANDHOLE SHALL BE MADE WITH WATERPROOF, SNAP-LOCK GEL FILLED CONNECTOR KITS EQUAL TO OMC #DSR2/0 OR RAYCHEM #GTAP-2 AND KING "DRY-CONN" WIRE NUTS FOR FUSE TO FIXTURE CONNECTION.



## SITE LIGHTING CONTROL DIAGRAM

SCALE: NONE



Consulting Engineers, Inc.  
Engineering Business No. 9021

This item has been digitally signed and sealed by Daniel A. Sutyak, PE on the date adjacent to the seal.  
 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

4750 East Adam Drive  
Tampa, Florida 33605  
Tel: 813-241-2525  
www.colwillengineering.com  
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Job Number: 58383

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 TO THE BEST OF MY KNOWLEDGE, THE SPECIFICATIONS AND PLANS SHOWN HEREIN COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES IN EFFECT AT THIS DATE.

FISHER AND ASSOCIATES, LLC.  
ARCHITECTS  
PLANNERS  
INTERIOR DESIGNERS  
2315 BELLEAIR RD., CLEARWATER, FL 33764 (727) 449-4498  
AA2600738

PHOTOMETRIC DETAILS  
PUBLX AT WESTLAKE PLAZA  
SWC OF SEMINOLE PRATT WHITNEY RD  
and PERSIMMON BLVD  
CITY OF WEST LAKE, PALM BEACH COUNTY, FL

RELEASED FOR:  
BID  
PERMIT  
CONSTR.

REVISIONS:




Daniel Anthony Sutyak  
P.E. No. 74042

EP2.1  
Issue Date: 08.21.20  
Project No.: 220016

NOT FOR CONSTRUCTION



**File Attachments for Item:**

SID/City Relationship - Discussion and Action Directing City Services – Engineering  
(Stormwater)

**Submitted By:** Administration



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		11/09/2020	<b>Submitted By:</b> Administration	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		SID/City Relationship - Discussion and Action Directing City Services – Engineering (Stormwater)		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		<b>Counsel Direction required for City Engineer and continuation of current review structure or change</b>		
<b>SUMMARY and/or JUSTIFICATION:</b>		There remains a difference of legal counsel interpretations of the City Charter and the City/SID Interlocal Agreement as it pertains to Engineering services for stormwater review.		
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
		<b>EXHIBIT(S):</b>		<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <b><u>Please keep text indented.</u></b></i>				
<b>FISCAL IMPACT (if any):</b>				\$





# MEMO

**TO:** Mayor and Council  
**FROM:** Ken Cassel, City Manager  
**DATE:** November 3, 2020  
**RE:** Stormwater Reviews

---

This issue has risen to the Council's level for action as whether the City Engineer can accept a certification from the Seminole Improvement Engineer regarding availability of and compliance with all applicable stormwater requirements for development within the coterminous boundaries of the City and Seminole Improvement District.

Provided as backup for this item are the e-mail statements from the City Engineer and the SID Engineer. The City Engineer states they can accept the certification from the SID Engineer providing the agreed upon review parameters are met in the certification from the SID Engineer. The Engineers are waiting on the final direction.

The Issue that remains is the different interpretations of the City Charter and interlocal agreement between the City Attorney and the SID Attorney as to whether the City Engineer can accept such a certification.

## Cassel, Kenneth

---

**From:** Suzanne Dombrowski <SDombrowski@chenmoore.com>  
**Sent:** Wednesday, October 28, 2020 9:15 AM  
**To:** Cassel, Kenneth  
**Subject:** RE: Publix Site Plan - Drainage Outfall  
**Attachments:** RE: Publix Site Plan - Drainage Outfall

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ken,

Attached is the last correspondence I had with Bob and Ryan's email is the second in that chain.

From Bob:

*I think the condition we provided below will satisfy the City's need and is reflective of actual responsibilities and authority.*

When he says "condition we provided below" I thought this was referring to Ryan's email in which they requested the following:

*We recommend adding the general SID condition per Bob's email ("The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction." ) to the Westlake Site Plan Approval.*

In our letter, I added what Ryan had requested and what I was under the impression Bob had confirmed. Condition #2 from our letter is copied below for reference.

*Positive outfall from this site is directed to Town Center Parkway. The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction.*

Prior to this email I had discussions over the phone with Simmons and White to relay these draft conditions and they informed me that their client was aware that a condition of this nature would be issued and did not have any objections.

I would like to add my understanding of the City's responsibilities when it comes to a site plan level review. Per the Comprehensive Plan, the site is required to have legal positive outfall. This site application has demonstrated an acceptable method of positive outfall. There was no review of the details for the drainage characteristics throughout the site, because that would come at the land development stage. However, what was presented did not satisfy the "legal" part of the "legal positive outfall" requirement – it was routed through an adjacent property, owned by a different entity. To satisfy the "legal" aspect of this requirement I would rely on the City Attorney to ensure that the off site area is appropriately characterized – whether it be approval from the adjacent property owner, a platted easement, easement my instrument, etc.

Please feel free to call if you would like to discuss further.

Thanks,

**CHEN MOORE AND ASSOCIATES**

**Suzanne Dombrowski, P.E., ENV SP**

Senior Engineer & West Palm Beach Office Manager

O: +1 561.746.6900, Ext. 1035 | C: +1 954.650.7996

**From:** Cassel, Kenneth <ken.cassel@inframark.com>

**Sent:** Wednesday, October 28, 2020 8:16 AM

**To:** Suzanne Dombrowski <SDombrowski@chenmoore.com>

**Subject:** RE: Publix Site Plan - Drainage Outfall

CAUTION:External email.

Suzanne,

After receiving a letter (attached) from SID's attorney yesterday regarding the conditions you listed on the site plan approval I need to know the following.

1. Did you reach back out to SID's engineer or SID's Attorney regarding the comments listed below in the e-mail from Bob Diffenderfer?
2. Do you have any idea as to what the form of the document acceptable to the City Attorney looks like or what is required in the form?

Please provide your response to these questions by the end of today.

Thanks



*Ken Cassel, City Manager*

4001 Seminole Pratt Whitney Road  
Westlake, FL 33470

O . 561.530.5880

Dir. 561.227.2272

[Kcassel@westlakegov.com](mailto:Kcassel@westlakegov.com)

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Managed by



**From:** Suzanne Dombrowski <[SDombrowski@chenmoore.com](mailto:SDombrowski@chenmoore.com)>

**Sent:** Thursday, October 22, 2020 11:52 AM

**To:** Cassel, Kenneth <[ken.cassel@inframark.com](mailto:ken.cassel@inframark.com)>; Robert Diffenderfer <[rdiffenderfer@llw-law.com](mailto:rdiffenderfer@llw-law.com)>

**Cc:** Pam Booker <[PBooker@westlakegov.com](mailto:PBooker@westlakegov.com)>; 'Ryan Wheeler' <[ryan@cwiasoc.com](mailto:ryan@cwiasoc.com)>; Seth Behn <[sbehn@llw-](mailto:sbehn@llw-)



[law.com](#)>; Jennifer Cook <[jcook@chenmoore.com](mailto:jcook@chenmoore.com)>; David Cowan <[dcowan@chenmoore.com](mailto:dcowan@chenmoore.com)>

**Subject:** RE: Publix Site Plan - Drainage Outfall

Good Afternoon All,

I wanted to follow up on this item. We need to get our approval out with the appropriate conditions today. If we don't hear anything further, we will plan on issuing the conditions as drafted in my email below.

Thanks,

**CHEN MOORE AND ASSOCIATES**

**Suzanne Dombrowski, P.E., ENV SP**

Senior Engineer & West Palm Beach Office Manager

O: +1 561.746.6900, Ext. 1035 | C: +1 954.650.7996

**From:** Cassel, Kenneth <[ken.cassel@inframark.com](mailto:ken.cassel@inframark.com)>

**Sent:** Wednesday, October 14, 2020 2:29 PM

**To:** Robert Diffenderfer <[rdiffenderfer@llw-law.com](mailto:rdiffenderfer@llw-law.com)>; Suzanne Dombrowski <[SDombrowski@chenmoore.com](mailto:SDombrowski@chenmoore.com)>

**Cc:** Pam Booker <[PBooker@westlakegov.com](mailto:PBooker@westlakegov.com)>; 'Ryan Wheeler' <[ryan@cwiasoc.com](mailto:ryan@cwiasoc.com)>; Seth Behn <[sbehn@llw-law.com](mailto:sbehn@llw-law.com)>

**Subject:** RE: Publix Site Plan - Drainage Outfall

CAUTION:External email.

ALL:

This needs to be settled and not impact the approval of the Publix plat or site plans etc.

The City cannot afford any delays of mis steps with this one.

Thanks



*Ken Cassel, City Manager*

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Westlake, FL 33470

O . 561.530.5880

Dir. 561.227.2272

[Kcassel@westlakegov.com](mailto:Kcassel@westlakegov.com)

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**From:** Robert Diffenderfer <[rdiffenderfer@llw-law.com](mailto:rdiffenderfer@llw-law.com)>  
**Sent:** Wednesday, October 14, 2020 11:36 AM  
**To:** 'Suzanne Dombrowski' <[SDombrowski@chenmoore.com](mailto:SDombrowski@chenmoore.com)>  
**Cc:** Cassel, Kenneth <[ken.cassel@inframark.com](mailto:ken.cassel@inframark.com)>; Pam Booker <[PBooker@westlakegov.com](mailto:PBooker@westlakegov.com)>; 'Ryan Wheeler' <[ryan@cwiasoc.com](mailto:ryan@cwiasoc.com)>; Seth Behn <[sbehn@llw-law.com](mailto:sbehn@llw-law.com)>  
**Subject:** RE: Publix Site Plan - Drainage Outfall

Suzanne,

Your comments have been referred to me for response. SID has not yet issued specific conditions regarding drainage for the Publix plaza, and will do so when the drainage permit application is submitted to the District. At this time the District has only reviewed and approved the plat.

Your proposed comments, to the extent that they attempt to assert the how (“...in a form acceptable to the City Attorney”) and the where (“Positive outfall from the site is directed to Town Center Parkway.”) of the stormwater system are not appropriate. As was made clear at the joint meeting last Wednesday, SID is the governmental entity with the exclusive authority to make those determinations, as SID is the permitting and operating entity for the stormwater system.

I would suggest that your first two comments be eliminated and instead offer something to the effect of: “The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction.”

The District will make the determination regarding how the drainage system shall be accomplished.

**From:** Suzanne Dombrowski [<mailto:SDombrowski@chenmoore.com>]  
**Sent:** Tuesday, October 13, 2020 1:15 PM  
**To:** Ryan Wheeler <[Ryan@cwiasoc.com](mailto:Ryan@cwiasoc.com)>  
**Cc:** Kenneth Cassel <[kcassel@westlakegov.com](mailto:kcassel@westlakegov.com)>; Pam Booker <[pbooker@westlakegov.com](mailto:pbooker@westlakegov.com)>; Seth Behn <[sbehn@llw-law.com](mailto:sbehn@llw-law.com)>; David Cowan <[dcowan@chenmoore.com](mailto:dcowan@chenmoore.com)>; Jennifer Cook <[jcook@chenmoore.com](mailto:jcook@chenmoore.com)>  
**Subject:** Publix Site Plan - Drainage Outfall

---

**External Email**

---

Good Afternoon Ryan,

Per our discussion, the City is working on the approvals for the Publix Site Plan. The drainage for the site is directed to an area outside of the platted boundaries. During our review process we commented on this and the applicant responded:

**RESPONSE:** Please note that the Applicant acknowledges that a separate recorded dedication will be required for the off-site dry retention. Please note that this will be done by separate instrument, as a plat is not proposed for the property located to the west at this time.

The City will need to include a condition of approval of the site plan that it is dependent on the construction of Town Center Parkway as well as the dedication above. I understand that SID already issued some conditions. Can you please send those for our reference? Our draft City conditions are:

- Off site dry retention will be dedicated by separate instrument in a form acceptable to the City Attorney. This shall be done prior to issuance of a Land Development Permit by the City.
- Positive outfall from this site is directed to Town Center Parkway. Prior to issuance of a Land Development Permit by the City, applicant shall provide approval from SID that drainage system is constructed, is ready for use and can accept the drainage connection proposed in this application.
- Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.



**CHEN MOORE AND ASSOCIATES**

Suzanne Dombrowski, P.E., ENV SP

**WEST PALM BEACH BRANCH  
MANAGER /**

**SENIOR ENGINEER**

500 Australian Ave. South, Suite 850  
West Palm Beach, FL 33401

[sdombrowski@chenmoore.com](mailto:sdombrowski@chenmoore.com)

Office +1 (561) 746-6900 x 1035

Cell +1 (954) 650-7996

chenmoore.com



Civil Engineering | Landscape Architecture | Transportation | Planning

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.



**Cassel, Kenneth**

*Attachment of OCT 28 E-mail*

**From:** Robert Diffenderfer <rdiffenderfer@llw-law.com>  
**Sent:** Thursday, October 22, 2020 4:25 PM  
**To:** 'Ryan Wheeler'; Cassel, Kenneth; Suzanne Dombrowski  
**Cc:** Pam Booker; Seth Behn; Jennifer Cook; David Cowan  
**Subject:** RE: Publix Site Plan - Drainage Outfall

CAUTION: External email.

I think the condition we provided below will satisfy the City's need and is reflective of actual responsibilities and authority.

**Robert P. Diffenderfer** | Shareholder  
515 North Flagler Drive, Suite 1500 | West Palm Beach, Florida 33401  
[rdiffenderfer@llw-law.com](mailto:rdiffenderfer@llw-law.com) | 561.640.0820  
[vCard](#) | [Website](#) | [Bio](#) | [join us online](#)



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**From:** Ryan Wheeler [mailto:ryan@cwiasoc.com]  
**Sent:** Thursday, October 22, 2020 3:54 PM  
**To:** Cassel, Kenneth <ken.cassel@inframark.com>; Suzanne Dombrowski <SDombrowski@chenmoore.com>; Robert Diffenderfer <rdiffenderfer@llw-law.com>  
**Cc:** Pam Booker <PBooker@westlakegov.com>; Seth Behn <sbehn@llw-law.com>; Jennifer Cook <jcook@chenmoore.com>; David Cowan <dcowan@chenmoore.com>  
**Subject:** RE: Publix Site Plan - Drainage Outfall

External Email

The conditions you listed in your email (or something similar) will be added to the SID Permit. As Bob stated, these requirements will need to be met before issuance of the 1<sup>st</sup> building permit for vertical construction. The applicant shall provide the City a copy of the SID permit with such project conditions. Subsequently, SID will provide the City with a letter verifying that the permit conditions have been met before the City should release any building permits for the site.

We recommend adding the general SID condition per Bob's email ("The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction." ) to the Westlake Site Plan Approval.

**Ryan D. Wheeler, P.E., LEED AP**  
**Caulfield & Wheeler, Inc.**  
**7900 Glades Road**  
**Suite 100**  
**Boca Raton, FL 33434**

(P) 561-392-1991  
(F) 561-750-1452

**From:** Cassel, Kenneth <[ken.cassel@inframark.com](mailto:ken.cassel@inframark.com)>  
**Sent:** Thursday, October 22, 2020 12:01 PM  
**To:** Suzanne Dombrowski <[SDombrowski@chenmoore.com](mailto:SDombrowski@chenmoore.com)>; Robert Diffenderfer <[rdiffenderfer@llw-law.com](mailto:rdiffenderfer@llw-law.com)>  
**Cc:** Pam Booker <[PBooker@westlakegov.com](mailto:PBooker@westlakegov.com)>; Ryan Wheeler <[ryan@cwiasoc.com](mailto:ryan@cwiasoc.com)>; Seth Behn <[sbehn@llw-law.com](mailto:sbehn@llw-law.com)>; Jennifer Cook <[jcook@chenmoore.com](mailto:jcook@chenmoore.com)>; David Cowan <[dcowan@chenmoore.com](mailto:dcowan@chenmoore.com)>  
**Subject:** RE: Publix Site Plan - Drainage Outfall

ALL:

If you are not good with the conditions listed below you need to get with Suzanne and provide additional input and information so the conditions reflect the reality.

As I understand it there is additional information regarding surrounding properties etc. That will address the questions. Get it solved!

Thanks



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

O . 561.530.5880  
Dir. 561.227.2272

[Kcassel@westlakegov.com](mailto:Kcassel@westlakegov.com)

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Thanks,

**CHEN MOORE AND ASSOCIATES**

**Suzanne Dombrowski, P.E., ENV SP**

Senior Engineer & West Palm Beach Office Manager

O: +1 561.746.6900, Ext. 1035 | C: +1 954.650.7996

**From:** Cassel, Kenneth <[ken.cassel@inframark.com](mailto:ken.cassel@inframark.com)>

**Sent:** Wednesday, October 14, 2020 2:29 PM

**To:** Robert Diffenderfer <[rdiffenderfer@llw-law.com](mailto:rdiffenderfer@llw-law.com)>; Suzanne Dombrowski <[SDombrowski@chenmoore.com](mailto:SDombrowski@chenmoore.com)>

**Cc:** Pam Booker <[PBooker@westlakegov.com](mailto:PBooker@westlakegov.com)>; 'Ryan Wheeler' <[ryan@cwiasoc.com](mailto:ryan@cwiasoc.com)>; Seth Behn <[sbehn@llw-law.com](mailto:sbehn@llw-law.com)>

**Subject:** RE: Publix Site Plan - Drainage Outfall

CAUTION:External email.

ALL:

This needs to be settled and not impact the approval of the Publix plat or site plans etc.

The City cannot afford any delays of mis steps with this one.

Thanks



*Ken Cassel, City Manager*

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Managed by



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**Sent:** Wednesday, October 14, 2020 11:36 AM

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**Cc:** Cassel, Kenneth <[ken.cassel@inframark.com](mailto:ken.cassel@inframark.com)>; Pam Booker <[PBooker@westlakegov.com](mailto:PBooker@westlakegov.com)>; 'Ryan Wheeler'



<[ryan@cwiasoc.com](mailto:ryan@cwiasoc.com)>; Seth Behn <[sbehn@llw-law.com](mailto:sbehn@llw-law.com)>

**Subject:** RE: Publix Site Plan - Drainage Outfall

Suzanne,

Your comments have been referred to me for response. SID has not yet issued specific conditions regarding drainage for the Publix plaza, and will do so when the drainage permit application is submitted to the District. At this time the District has only reviewed and approved the plat.

Your proposed comments, to the extent that they attempt to assert the how (“...in a form acceptable to the City Attorney”) and the where (“Positive outfall from the site is directed to Town Center Parkway.”) of the stormwater system are not appropriate. As was made clear at the joint meeting last Wednesday, SID is the governmental entity with the exclusive authority to make those determinations, as SID is the permitting and operating entity for the stormwater system.

I would suggest that your first two comments be eliminated and instead offer something to the effect of: “The applicant shall provide evidence of approval by SID of the necessary stormwater system to serve the Plaza, prior to issuance of building permits for vertical construction.”

The District will make the determination regarding how the drainage system shall be accomplished.

**From:** Suzanne Dombrowski [<mailto:SDombrowski@chenmoore.com>]

**Sent:** Tuesday, October 13, 2020 1:15 PM

**To:** Ryan Wheeler <[Ryan@cwiasoc.com](mailto:Ryan@cwiasoc.com)>

**Cc:** Kenneth Cassel <[kcassel@westlakegov.com](mailto:kcassel@westlakegov.com)>; Pam Booker <[pbooker@westlakegov.com](mailto:pbooker@westlakegov.com)>; Seth Behn <[sbehn@llw-law.com](mailto:sbehn@llw-law.com)>; David Cowan <[dcowan@chenmoore.com](mailto:dcowan@chenmoore.com)>; Jennifer Cook <[jcook@chenmoore.com](mailto:jcook@chenmoore.com)>

**Subject:** Publix Site Plan - Drainage Outfall

---

**External Email**

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Good Afternoon Ryan,

Per our discussion, the City is working on the approvals for the Publix Site Plan. The drainage for the site is directed to an area outside of the platted boundaries. During our review process we commented on this and the applicant responded:

***RESPONSE: Please note that the Applicant acknowledges that a separate recorded dedication will be required for the off-site dry retention. Please note that this will be done by separate instrument, as a plat is not proposed for the property located to the west at this time.***

The City will need to include a condition of approval of the site plan that it is dependent on the construction of Town Center Parkway as well as the dedication above. I understand that SID already issued some conditions. Can you please send those for our reference? Our draft City conditions are:

- Off site dry retention will be dedicated by separate instrument in a form acceptable to the City Attorney. This shall be done prior to issuance of a Land Development Permit by the City.
- Positive outfall from this site is directed to Town Center Parkway. Prior to issuance of a Land Development Permit by the City, applicant shall provide approval from SID that drainage system is constructed, is ready for use and can accept the drainage connection proposed in this application.
- Entry and exit points onto Town Center Parkway are approved for the configuration of Town Center Parkway that was presented in this application. If the Town Center Parkway configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further details about phasing of the work in this application as it relates to the Town Center Parkway construction will be reviewed at the time of Land Development permits.



**CHEN MOORE AND ASSOCIATES**

Suzanne Dombrowski, P.E., ENV SP

**WEST PALM BEACH BRANCH  
MANAGER /**

**SENIOR ENGINEER**

500 Australian Ave. South, Suite 850  
West Palm Beach, FL 33401

[sdombrowski@chenmoore.com](mailto:sdombrowski@chenmoore.com)

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chenmoore.com



Civil Engineering | Landscape Architecture | Transportation | Planning

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## Cassel, Kenneth

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**From:** Suzanne Dombrowski <SDombrowski@chenmoore.com>  
**Sent:** Wednesday, October 28, 2020 11:13 AM  
**To:** Kenneth Cassel  
**Subject:** RE: Stormwater approvals

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ken,

If we are given the directive that the City's Engineering Department is not responsible for confirming that development meets the criteria established in the Comprehensive Plan or code, and that SID is the responsible authority, then we would accept the letter from SID as part of the land development permit. If it is decided that the Engineering Department has the responsibility or authority to verify compliance with the Comprehensive Plan or code, then we would be obligated to review the submittals.

Thanks,

### **CHEN MOORE AND ASSOCIATES**

**Suzanne Dombrowski, P.E., ENV SP**

Senior Engineer & West Palm Beach Office Manager

O: +1 561.746.6900, Ext. 1035 | C: +1 954.650.7996

**From:** Cassel, Kenneth <ken.cassel@inframark.com>  
**Sent:** Wednesday, October 28, 2020 8:18 AM  
**To:** Suzanne Dombrowski <SDombrowski@chenmoore.com>  
**Subject:** Stormwater approvals

**CAUTION:**External email.

Suzanne,

I need definitive clarity in this area from your position as a professional engineer.

You have stated several times in meeting that as an engineer you were able to accept another engineers certification. To that end you and Ryan have agreed to the review parameters that if SID utilizes you will be able to an approval letter from SID. As I recall from our conversation last week you still held this position. Correct?

The only thing holding you back was the City Attorneys position, that you legally could not accept the letter from SID and as the City Engineer had to review the calculations etc. Correct?

Please confirm or provide an explanation of where we are as of today. I need this response by the end of the day.





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

O . 561.530.5880  
Dir. 561.227.2272

[Kcassel@westlakegov.com](mailto:Kcassel@westlakegov.com)

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## Cassel, Kenneth

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**From:** Ryan Wheeler <ryan@cwiasoc.com>  
**Sent:** Wednesday, October 28, 2020 6:47 PM  
**To:** Cassel, Kenneth  
**Subject:** Re: Stormwater Approvals

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ken,

I hope all is well!

We are in agreement with both points in your email below. SID is confident that our stormwater review is all encompassing and our approval is sufficient for the City of Westlake permit issuance. We have met multiple times with the City Engineer to discuss the code updates and we are both in agreement with the proposed criteria.

Please let me know if you require anything further or have additional questions.

Thanks,

Ryan

Sent from my iPhone

On Oct 28, 2020, at 8:30 AM, Cassel, Kenneth <ken.cassel@inframark.com> wrote:

Ryan,

I need some definitive clarity in the area of Stormwater approvals from SID.

As I recall you and Suzanne have agreed last week to the areas of review where the City Engineer has confidence that all the City's concerns regarding stormwater reviews are addressed. Correct?

Additionally, the City Engineer is ok with accepting the certification from the SID engineer that the Stormwater for any site has been reviewed and is accounted for within the Seminole Improvement Districts stormwater system. Correct?

Please provide a response by the end of today.

Thanks

*Ken Cassel, District Manager S. E*

<image001.png>

210 N. University Drive, Suite 702, Coral Springs FL 33071  
Dir. 954.603.0031 M: 954.826.0056

[Ken.Cassel@inframark.com](mailto:Ken.Cassel@inframark.com)



# PRESENTATION TO WESTLAKE CITY COUNCIL

November 30, 2020

By Seminole Improvement District





# The City Attorney's November 6, 2020 memorandum asks the wrong questions.

- The City Attorney asks: “whether the City has sole and exclusive authority regarding the comprehensive plan and land development regulations.”
  - *SID has never stated otherwise; the City has sole and exclusive land use authority over its comprehensive plan and LDRs.*
  - *SID does not wish to issue land development permits.*
- So, again, this is the wrong question.

# The City Attorney's November 6, 2020 memorandum asks the wrong questions.

- The City attorney asks if the City Council wants to “give away” its oversight, review, comment, approval of land development permit and regulatory authority.
- This questions sets up a false narrative for two reasons:
  - It assumes the City currently has the power to do so.
    - In other words, it asks, “Assuming the City has the power, does the City have the power?” This is improper circular reasoning.
  - It implies that by incorporating SID standards and allowing SID to certify compliance, it would remove the City’s authority to approve, deny, or enforce its LDRs.
    - This is flatly wrong. Municipalities may enforce standards incorporated by reference.

# So what is the right question?

- What does the Charter limitation in Section 13.F mean?
  - *The City Attorney's memo defines the issue away and renders Section 13.F meaningless*



Section 13.F of the Charter is straightforward: *Non-Duplication of Services*. The City shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District at any time prior to the Transition Date.

- You do not have to be a lawyer to read the words and know what they mean.
  - *Non-duplication of services*
  - *Shall not*
  - *Any service*
  - *Any function*

# The Charter language prohibits duplication of services and functions.

- The City Attorney's memo says that if you define something the City wants to do as an exercise of land development power then, magically, the Charter language is of no effect and you can provide the service or perform the function if you but only call it 'land development' authority.
- The Charter language does not speak to the nature of a power being exercised – it applies to any service or function.

# What does the law say?

- Two sources of law:
  - State Law: Case law, statutes, constitution
  - Local Law: Charter, Ordinances

# Charters are local laws akin to a constitution.

- “The paramount law of a municipality is its charter, (just as the State Constitution is the charter of the State of Florida,) and gives the municipality all the powers it possesses...
- ...the powers of a municipality are to be interpreted and construed in reference to the purposes of the municipality and if reasonable doubt should arise as to whether the municipality possesses a specific power, such doubt will be resolved against the City...
- ...Municipal corporations are established for purposes of local government, and, in the absence of specific delegation of power, cannot engage in any undertakings not directed immediately to the accomplishment of those purposes.”
- “Local governments have not been given omnipotence by home rule provisions by Article VIII, Section 2 of the 1968 Florida Constitution.”
- The City’s powers are restricted by its Charter.

**FLORIDA SUPREME COURT**  
*City of Miami Beach v. Fleetwood Hotel, Inc*  
261 So.2d 801 (Fla. 1977)



# A Charter may limit a City's home rule powers.

- Attorney General Opinion 82-101 (Mr. Donald C. Roberge)

## SUMMARY:

“A municipal charter may be amended ...so as to add provisions thereto which would serve to limit or restrict the exercise of specific corporate, legislative and governmental powers...which the municipality or its legislative and governing body would otherwise be empowered to exercise pursuant to s. 2(b), Art. VIII, State Const., and the Municipal Home Rule Powers Act, Ch. 166, F.S.”

# And all parts must be read as a whole, with meaning ascribed to every part.

- It is axiomatic that all parts of a statute must be read *together* in order to achieve a consistent whole.
- Where possible, courts must give full effect to *all* statutory provisions and construe related statutory provisions in harmony with one another.
- Every statute must be read as a whole with meaning ascribed to every portion and due regard given to the semantic and contextual interrelationship between its parts.

FLORIDA SUPREME COURT  
*Forsythe v. Longboat Key Beach Erosion Control District,*  
604 So.2d 452 (Fla. 1992)  
(Further Citations Omitted)

# Every part of a law must have meaning.

- As fundamental rule of statutory interpretation, courts should avoid readings that would render part of statute meaningless, and whenever possible must give full effect to all statutory provisions and construe related statutory provisions in harmony with one another.
  - *Florida Supreme Court in Unruh v. State, 669 So.2d 242 (Fla. 1996)*
- ‘Shall’ means ‘shall.’ See *Florida Supreme Court case Sanders v. City of Orlando, 997 So.2d 1089 (Fla. 2008)* (The word “shall” is mandatory in nature.)

# Laws, including charters and ordinances, are interpreted using ordinary rules of statutory construction.

- The rules of statutory construction are applicable to the interpretation of municipal charters. - *Martinez v. Hernandez*, 227 So.3d 1257 (Fla. 3d DCA 2017)
- Municipal ordinances are subject to the same rules of construction as are state statutes. *Rinker Materials Corp. v. City of North Miami*, 286 So.2d 552 (Supreme Court Fla. 1973)



# Ordinances are local laws.

- § 166.041, *Florida Statutes*:

- (a) “Ordinance” means an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.

- “A statute is a form of positive law enacted by the legislative branch of government. Similarly, an ordinance is a form of statutory law enacted by a local governmental body, such as a county commission or city council.” – *Snow v. Ruden, McClosky, Smith, Schuster, & Russel, P.A.*, 896 So.2d 787 (Fla. 2d DCA 2005)

# So what does the Charter limitation in Section 13.F mean?

## Let's use drainage as an example.

- A Charter may limit the exercise of home rule power.
- The City Charter limits the services and functions that the City may provide to only those not provided by SID.
- SID provides drainage functions and services.
- Therefore, the City shall not duplicate those functions or services.
- It is that simple.
- The City Attorney's memo answered the wrong question - one that nobody asked.

# The other right questions are:

- Is the City prohibited from using SID-developed standards?
  - *No.*
- Could the City incorporate SID standards, either by incorporating the same text or by reference?
  - *Yes.*
- Can the City accept SID certification that drainage standards have been met?
  - *Of course.*

# LDRs must comply with the Comprehensive Plan.

- 163.3194 Legal status of comprehensive plan.—

(1) (a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

(b) All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan...During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

- See Also AGO 85-158 (Mr. Michael E. Watkins); AGO 079-88 (R. Stephen Miles, Jr.)



# The Florida Constitution and Statutes expressly permit transfer of powers.

- Article VIII, § 4. Transfer of powers – Florida Constitution

- *By law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law.*

- 163.01 (Florida Interlocal Cooperation Act) -

- *(2) It is the purpose of this section to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.*
- *(4) A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.*

# And the LDRs must be consistent with all parts of the Comprehensive Plan.

- All parts of the comprehensive plan, not just the land use element, are used to determine consistency of land use decisions. *Southwest Ranches Homeowner Ass'n, Inc. v. Broward County*, 502 So.2d 931 (Fla. 1987).

# City liability is not at risk.

- Courts have found that when a municipality had transferred all of its responsibilities and duties to another local government, it could not be liable if that other government failed to perform its duty.
  - *Conran v. Young*, 458 So.2d 870 (1984)
- 163.01(9)(a)(b) (Florida Interlocal Cooperation Act) - An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

# So what happens next?

- Let SID be SID, and perform the infrastructure functions.
- Abide by the Charter, Interlocal, and Comprehensive Plan
- Under SID Interlocal, SID has sent Section 27 letter; respond that SID should perform that function.



**File Attachments for Item:**

A. Solid Waste Authority – Revised Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for Municipal Revenue Sharing Recycling Program

**Submitted By:** Kenneth Cassel, City Manager



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		11/09/2020	<b>Submitted By:</b> Kenneth Cassel, City Manager		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Solid Waste Authority – Revised Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for Municipal Revenue Sharing Recycling Program			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Recommendation to approve the revised Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for Municipal Revenue Sharing Recycling Program			
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>After the last legislative session, an update to Environmental Regulations (Attachment A) was passed requiring certain language be added to agreements related to residential recycling collection and processing. The Solid Waste Authority (SWA), being responsible for the County-wide recycling program, has provided a revised Interlocal Agreement (Attachment B) with language to meet the requirements of recent legislation. The original Interlocal Agreement between the City and SWA was executed in 2018.</p> <p>In addition, efforts are being made to prevent cross-contamination of recycling material that is delivered to SWA and therefore language has been included (Attachment C) to be considered in future collection contract renewals as it relates to the recycling vehicle specifications.</p>			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>	X	<b>BUDGET:</b>	
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Correspondence – Solid Waste Authority – October 2019 Attachment A - House Bill 73 Section I Attachment B – Interlocal Agreement Attachment C – SWA Haulers Agreement Excerpt			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <b><u>Please keep text indented.</u></b></i>		<Enter Short Resolution/Ordinance Title Here>  <b>&lt;ENTER FULL RESOLUTION/ORDINANCE TITLE HERE&gt;</b>			
<b>FISCAL IMPACT (if any):</b>				\$	207



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

October 9, 2020

Dear valued municipal partner,

As you are aware, during last legislative session, the Governor signed CS/House Bill 73, Environmental Regulation, adding a new subsection 22 to 403.706, F.S. that impacts each of us regarding residential recycling collection and processing. Specifically, the addition of new subsection 403.706 (22)(a) establishes a requirement that certain language be included in all new or renewed collection contracts between municipalities or counties and private waste haulers with the intended goal of reducing contamination in recycling. Attached, for your reference, please find a copy of CS/HB 73 Section 1 (Bill), (ATTACHMENT A) detailing the specific requirements.

The Solid Waste Authority of Palm Beach County (Authority) is the entity responsible for providing the county-wide recycling program, achieving the state-mandated recycling goals, and operating the Recovered Materials Processing Facility. As such, the Authority believes that, to help ensure a consistent county-wide program, it is in our collective best interest to provide our municipal partners with a common framework to be utilized in developing future procurement and/or contract renewal documents for private waste hauling services that comply with the new legislative requirements.

To that end we have revised our existing Interlocal Agreement (ILA) relative to the new requirements and we believe that the revised ILA contains the language that meets all of the requirements of the new law. We have also taken this opportunity to update the ILA to reflect current industry definitions and simplified the structure. There have been no substantive changes to the terms and conditions of the current ILA. Accordingly, attached please find the current draft of the revised ILA for your consideration (ATTACHMENT B).

As the future need arises for you to solicit new or renew existing waste collection contracts, as your solid waste and recycling partner, we strongly encourage you to review the attached Bill and address the specific requirements utilizing the language provided in the revised ILA or, alternately, include the revised ILA as an exhibit referencing the appropriate sections.

Additionally, and as another initiative to reduce inbound recycling contamination, we also recommend that for future bids, RFPs or collection contract renewals your municipality include specific language requiring a rear-load split-body compacting recycling vehicle with one

compartment dedicated to paper/fiber products and one compartment dedicated for other recovered materials (containers). It is our experience that this type of collection vehicle significantly reduces cross-contamination. We have attached our contract specification for the type of recycling collection vehicle for your reference and consideration (ATTACHMENT C).

Again, we thank you for our great partnership as we work together to serve our customers with the highest level of quality collection service possible. Should you have any questions or concerns please feel free to contact Mr. John Archambo at (561) 315-2010 or email at [jarchambo@swa.org](mailto:jarchambo@swa.org).

Sincerely,



Dan Pellowitz  
Executive Director

Enclosure:    ATTACHMENT A) CS/HB 73 Section I  
                  ATTACHMENT B) Draft Revised ILA  
                  ATTACHMENT C) SWA Haulers Agreement, Section 14 - Collection Vehicles



ATTACHMENT A

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 73

2020 Legislature

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An act relating to environmental regulation; amending s. 403.706, F.S.; specifying requirements for contracts between residential recycling collectors or recovered materials processing facilities and counties or municipalities for the collection or processing of residential recycling material; providing that a residential recycling collector or recovered materials processing facility is not required to collect, transport, or process contaminated recyclable material except pursuant to specified contractual requirements after a contract is executed; defining the term "residential recycling collector"; providing applicability; amending s. 403.813, F.S.; prohibiting local governments from requiring further verification from the Department of Environmental Protection for certain projects; revising the types of dock and pier replacements and repairs that are exempt from such verification and certain permitting requirements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (22) of section 403.706, Florida Statutes, is renumbered as subsection (23), and a new subsection

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

ENROLLED

CS/HB 73

2020 Legislature

26 (22) is added to that section, to read:

27 403.706 Local government solid waste responsibilities.-

28 (22) (a) Each contract between a residential recycling  
 29 collector and a county or municipality for the collection or  
 30 transport of residential recyclable material, and each request  
 31 for proposal or other solicitation for the collection of  
 32 residential recyclable material, must include all of the  
 33 following:

34 1. The respective strategies and obligations of the county  
 35 or municipality and the residential recycling collector to  
 36 reduce the amount of contaminated recyclable material being  
 37 collected.

38 2. The procedures for identifying, documenting, managing,  
 39 and rejecting residential recycling containers, truck loads,  
 40 carts, or bins that contain contaminated recyclable material.

41 3. The remedies authorized to be used if a container,  
 42 cart, or bin contains contaminated recyclable material.

43 4. The education and enforcement measures that will be  
 44 used to reduce the amount of contaminated recyclable material.

45 5. A definition of the term "contaminated recyclable  
 46 material" that is appropriate for the local community.

47 (b) Each contract between a recovered materials processing  
 48 facility and a county or municipality for processing residential  
 49 recyclable material, and each request for proposal or other  
 50 solicitation for processing residential recyclable material,

ENROLLED

CS/HB 73

2020 Legislature

51 must include all of the following:

52 1. The respective strategies and obligations of the county  
 53 or municipality and the facility to reduce the amount of  
 54 contaminated recyclable material being collected and processed.

55 2. The procedures for identifying, documenting, managing,  
 56 and rejecting residential recycling containers, truck loads,  
 57 carts, or bins that contain contaminated recyclable material.

58 3. The remedies authorized to be used if a container or  
 59 truck load contains contaminated recyclable material.

60 4. A definition of the term "contaminated recyclable  
 61 material" that is appropriate for the local community.

62 (c) After a contract is executed, a residential recycling  
 63 collector is not required to collect or transport contaminated  
 64 recyclable material, except pursuant to a contract consistent  
 65 with paragraph (a). As used in this subsection, the term  
 66 "residential recycling collector" means a for-profit business  
 67 entity that collects and transports residential recyclable  
 68 material on behalf of a county or municipality.

69 (d) After a contract is executed, a recovered materials  
 70 processing facility is not required to process contaminated  
 71 recyclable material, except pursuant to a contract consistent  
 72 with paragraph (b).

73 (e) This subsection applies to each contract between a  
 74 municipality or county and a residential recycling collector or  
 75 recovered materials processing facility executed or renewed

ENROLLED

CS/HB 73

2020 Legislature

76 after October 1, 2020.

77 (f) This subsection applies only to the collection and  
 78 processing of material obtained from residential recycling  
 79 activities. As used in this subsection, the term "contaminated  
 80 recyclable material" refers only to recyclable material that is  
 81 comingled or mixed with solid waste or other nonhazardous  
 82 material. The term does not include contamination as that term  
 83 or a derivation of that term is used in chapter 376 and other  
 84 sections of chapter 403, including, but not limited to,  
 85 brownfield site cleanup, water quality remediation, drycleaning-  
 86 solvent-contaminated site cleanup, petroleum-contaminated site  
 87 cleanup, cattle dipping vat site cleanup, or other hazardous  
 88 waste remediation.

89 Section 2. Subsection (1) of section 403.813, Florida  
 90 Statutes, is amended to read:

91 403.813 Permits issued at district centers; exceptions.—

92 (1) A permit is not required under this chapter, chapter  
 93 373, chapter 61-691, Laws of Florida, or chapter 25214 or  
 94 chapter 25270, 1949, Laws of Florida, and a local government may  
 95 not require a person claiming this exception to provide further  
 96 department verification, for activities associated with the  
 97 following types of projects; however, except as otherwise  
 98 provided in this subsection, this subsection does not relieve an  
 99 applicant from any requirement to obtain permission to use or  
 100 occupy lands owned by the Board of Trustees of the Internal



ATTACHMENT B

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING RECYCLING PROGRAM**

THIS Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **CITY OF \_\_\_\_\_**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "CITY".

**WITNESSETH:**

**WHEREAS**, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended, and

**WHEREAS**, the CITY desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended, and

**WHEREAS**, in addition, the CITY provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

**WHEREAS**, the CITY wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

**WHEREAS**, the CITY together with the Authority recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the CITY, its constituents and the Authority, it is agreed as follows:

1. The above recitals are true and correct and incorporated into the body of this Agreement as if fully set forth herein.
2. Definitions:  
**Acceptable Load** – Any load of otherwise Designated Recyclables that contains no Prohibited Material and a maximum of 12% Contamination in total, or the Container component contains no Prohibited Material and a maximum of 12% Contamination and

the Fiber component contains no Prohibited Material and a maximum of 5% Contamination.

**Acceptable Material** – Designated Recyclables as defined herein.

**Combined-Haul City** – A municipality that has contracted with a Private Hauler that also services other municipal or unincorporated areas within Palm Beach County to collect and deliver Residential Recovered Materials to the Authority.

**Containers** – Includes aluminum cans, aseptic containers, gable-topped containers, glass bottles and jars (green, brown and clear), and plastic containers #1 - #7 (except Styrofoam).

**Contaminated Recyclable Material** – Any Recyclable Material that does not conform to the standards for Acceptable Loads.

**Contamination** – Any material not included in the definition of Designated Recyclables.

**Corrugated Cardboard** – Containers having liners of either test liner, jute, or kraft.

**Designated Facility** – The Authority's Recovered Materials Processing Facility (RMPF), the Authority's transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) designated by the Authority or any other sites designated by the Authority for recycling. The Authority reserves the right to add or delete approved facilities with reasonable notice.

**Designated Recyclables** – Fiber and Containers as defined herein or other materials as the Authority may designate.

**Equivalent Residential Unit (ERU)** – Single-Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal 0.75 ERUs.

**Fiber** – Includes newspapers (including inserts), magazines and catalogs, phone books, Corrugated Cardboard, Mixed Paper, Sorted White Ledger, Sorted Office Paper, and kraft bags.

**Mixed Paper** – A mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel paper.

**Municipal Solid Waste or MSW** – Garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

**Net Revenue** – Residential Recovered Materials Revenue minus Processing Cost.

**Private Hauler** – Any for-profit person or entity providing collection of solid waste and/or recyclables for hire on a routine basis within the municipality.

**Processing Cost** – The sum(s) due and payable to the contract operator of the RMPF by the Authority.

**Prohibited Material** – Hazardous, medical or biological waste.

**Public/Self Hauler** – The municipality providing the collection of solid waste and recyclables using their own resources rather than using the hauling services of a Private Hauler.

**Recovered Materials Processing Facility (RMPPF)** – A facility owned by the Authority that processes Recyclable Material.

**Recyclable Material** – Includes Containers and Fiber.

**Residential Recovered Materials Revenue** – Total earned revenue from the sale of designated Residential Recovered Materials.

**Residential Recovered Materials** – Designated Recyclables collected from residential units less Unacceptable Materials and Prohibited Materials delivered to Designated Facilities.

**Self-Haul City** – A municipality that collects its own Residential Recovered Materials and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

**Sorted Office Paper** – Office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.

**Sorted White Ledger** – White ledger or computer printout paper.

**Unacceptable Load** – Any load of Designated Material delivered to a Designated Facility that is deemed not an Acceptable Load as defined herein.

**Unacceptable Material** – Any material other than Acceptable Material and Prohibited Material.

3. The purpose of this Agreement is to set forth the terms and conditions for the delivery of Municipal Solid Waste (MSW) to Designated Facilities and for the operation of a recycling program between the Authority and the CITY which upon execution by both parties shall automatically rescind the current **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.
4. The CITY agrees that all MSW and Designated Recyclables collected by or on behalf of the CITY shall be disposed of at a Designated Facility in accordance with this Agreement.
5. The CITY agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the CITY's MSW and Designated Recyclables are being delivered to a Designated Facility.

6. The Authority agrees to pay the CITY a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the CITY on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. The Net Revenues to be shared will consist of the Residential Recovered Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage to set the program price to be paid for the quarter. The Net Revenue distribution formula will be based on the number and type of residential units serviced by the CITY in relation to the total number of these units for all municipalities participating in this program or on the actual amount delivered for municipalities that haul their own material. Each participating municipality will either be classified as a Self-Haul City or a Combined-Haul City. Self-Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to a Designated Facility. Combined-Haul Cities will share the balance of those net revenues based upon the proportion of their total ERUs serviced in comparison to the total ERUs serviced for all Combined-Hauler Cities in Palm Beach County.
7. The Authority agrees to maintain its Designated Facilities to ensure adequate capacity for the CITY's waste and residential recyclables to operate within all applicable local, state and federal environmental guidelines.

8. Collection of Designated Recyclables

A. Residential

Individual residents/homeowners shall be encouraged by the CITY to separate their MSW into recyclables and non-recyclables. Each residential unit or combination of units will receive from the Authority the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Corrugated Cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated Cardboard.

The Authority retains the right to modify the manner in which materials are set out for collection with reasonable notice to the CITY. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the CITY to separate their MSW into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which Recyclable Material may be deposited. Acceptable Materials for commercial recycling shall include: Containers, Corrugated Cardboard, Sorted White Ledger,



Mixed Paper, Sorted Office Paper, and any other materials agreed to in writing by the CITY and the Authority.

The Authority reserves the right to add or delete allowable Designated Recyclables and when doing so will provide the City with reasonable notice to make those changes.

9. Commercial Recycling Revenue Share

As a further incentive for the CITY to actively pursue commercial recycling, the Authority and the CITY may enter into a separate agreement to provide for payment to the CITY for all Acceptable Loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

10. Transportation and Equipment

The CITY shall be responsible for having collected Designated Recyclables transported to a Designated Facility as defined herein. The Authority or its contractor shall receive, process, dispose of and/or recover all Designated Recyclables delivered by or on behalf of the CITY, at no charge to the CITY, except for Unacceptable Loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

11. Improperly Prepared and Sorted Recyclable Materials

When a collector's crew encounters improperly prepared and sorted materials or non-recyclable items, they must follow this procedure:

- A. The collector shall pick up all Designated Recyclables except for Contaminated Recyclable Material or those which cannot be safely retrieved from the reusable containers. Improperly prepared and sorted materials or contamination will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or CITY approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide contact information for the CITY or Authority recycling coordinator for further information. Upon request of the CITY, the Authority will provide rejection procedure training for the route drivers. The Authority and the CITY will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the CITY's ability to have its collector fulfill the CITY's recycling needs, the CITY agrees to notify the Authority when preparing the CITY's future Request for Proposals or Bid for collection services.

- B. It shall be the responsibility of the CITY or its Private Hauler to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem

persists, the CITY shall notify the Authority, who shall then assist the CITY in resolving the problem.

12. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the CITY's responsibility to make sure it or its Private Hauler has equipment compatible to provide proper collection of these recycling containers without damage. The CITY or its Private Hauler shall be responsible for replacement of any recycling container(s) damaged during service at no cost to the Authority. The Authority reserves the right to add or delete different size containers and when doing so will provide the City with reasonable notice to make those changes.

13. Compliance with Zoning Ordinances

Any transfer, processing, disposal and/or storage of Municipal Solid Waste and Recyclable Materials shall be undertaken at a Designated Facility that complies with all local zoning ordinances and any other applicable local and state statutes, ordinances, and regulations.

The CITY further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

14. Delivery of Unacceptable Loads

If the City delivers a load of Designated Recyclables that is deemed to be an Unacceptable Load, the CITY or its Private Hauler will be charged the actual disposal cost for any rejected load due to Contamination or equipment failure. The Authority will notify the CITY or its contractor immediately of an Unacceptable Load. If the problem of Unacceptable Loads persists (more than two times in a month), the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the CITY.

15. Promotion and Education Responsibilities

The Authority will provide recycling containers and assist in promoting and educating residents within the CITY in an effort to increase recyclable tonnages and reduce Contamination.

16. Delivery of Designated Recyclables

The CITY agrees that it shall require that all Designated Recyclables separated from the normal Municipal Solid Waste stream that are collected by or on behalf of the CITY be delivered to Designated Facilities as defined herein. The CITY will take such action as is

necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the CITY.

17. Term

This Agreement shall begin on the later of its effective date or October 1, 2020, and continue through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to the preceding May 1st. The Authority will continue to provide the necessary recycling containers and ongoing education and advertising as provided in this Agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

18. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

19. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<b>For the Authority:</b> Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	<b>For the CITY:</b> City of Westlake 4001 Seminole Pratt Whitney Rd. Westlake, Florida 33470 Attention: City Manager
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20. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective as of the day and year first above written:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
General Counsel to the Authority

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Zoie Burgess, City Clerk

**(Affix Municipal Seal)**

**As to the Authority:**

SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY

\_\_\_\_\_  
Daniel Pellowitz, Executive Director

Date: \_\_\_\_\_

SOLID WASTE AUTHORITY OF PALM  
BEACH COUNTY

\_\_\_\_\_  
Sandra J. Vassalotti, Clerk to the Authority

Date: \_\_\_\_\_

**(Affix SWA Seal)**

**As to the CITY:**

\_\_\_\_\_  
Kenneth Cassel, City Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
CITY - Pam E. Booker, City Attorney

Date: \_\_\_\_\_



## SWA Haulers Agreement Excerpt

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

**File Attachments for Item:**

B. Corrective Action for Resolution 2020-29 (Adopting the Final Ad Valorem Millage Rate) to identify error in reporting percentage and roll-back rate.

**Submitted By:** Finance

**RESOLUTION – 2020-35**

**A CORRECTIVE RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CORRECTING RESOLUTION 2020-29, ADOPTING THE FINAL AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021.**



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		11/09/2020	<b>Submitted By:</b> Finance	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Corrective Action for Resolution 2020-29 (Adopting the Final Ad Valorem Millage Rate) to identify error in reporting percentage and roll-back rate.		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		<b>Motion to approve Resolution 2020-35 Correcting Resolution 2020-29</b>		
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>On September 21, 2020 Council approved Resolution 2020-29 adopting the Final Ad Valorem Millage Rate. The Resolution was submitted for review with the Truth-In-Millage (TRIM) Package to the Department of Revenue. The City was then notified by the Department of Revenue that Resolution 2020-29 Adopting the final ad valorem millage rate reflected the incorrect rolled-back rate and percent increase. The Department of Revenue requested that the correction be made, and the resolution be resubmitted.</p> <p>To correct the issue, the department of revenue accepted a cross-out corrected version, initialed by the City Manager, and emailed for compliance with the TRIM requirements.</p> <p>Further, Legal drafted a corrective Resolution for Council to formally approve the corrections.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Resolution 2020-29 – Department of Revenue Reviewed and Corrected Resolution 2020-35 Correcting Resolution 2020-29			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	X	<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <b><u>Please keep text indented.</u></b></i>	<p style="text-align: center;">RESOLUTION – 2020-35</p> <p style="text-align: center;"><b>A CORRECTIVE RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CORRECTING RESOLUTION 2020-29, ADOPTING THE FINAL AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021.</b></p>			
<b>FISCAL IMPACT (if any):</b>				\$



# MEMO

**TO:** Mayor and Council  
**FROM:** Ken Cassel, City Manager  
**DATE:** November 3, 2020  
**RE:** Corrective Resolution 2020 - 35

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There was an error with the calculation on the roll-back rate on the face of resolution 2020-29 that was approved as part of the budget process. The calculated roll-back rate indicated a lower roll-back rate than the Department of Revenue calculations. The calculate roll-back rate was 2.4557 mills which indicated a tax increase of 108.7%. The Department of Revenue calculations show a roll-back rate of 3.0024 mills which indicate a tax increase of 70.70%.

This error has no impact on the approval process or the millage rate of 5.125% or the amount of revenue generated. The corrective action requested by the Department was twofold. First, they requested the City Manager initial the corrections sent by the Department of Revenue and return the document to them. Second, was to do a corrective Resolution at the next meeting and send them a copy of the corrective resolution for resolution 2020-29.

It is recommended to approve resolution 2020- 35 as presented.



RECEIVED

OCT 13 2020

DEPT OF REV  
PROPERTY TAX OVERSIGHT SEPTEMBER 21, 2020

**RESOLUTION 2020-29** ✓

A RESOLUTION OF OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ADOPTING THE FINAL AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021.

WHEREAS, pursuant to applicable provisions of law, the City of Westlake has computed a final millage rate and prepared a final budget for the fiscal year beginning October 1, 2020 and ending on September 30, 2021; and

WHEREAS, a "Notice of Final Millage Rate and Final Budget Hearings" advising the public that a public hearing on the final millage rate and final budget would be held on September 21, 2020, at 6:30 pm, has been published as required by Florida Statute 200.065; and

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

WHEREAS, the gross taxable value for operation purposed not exempt from taxation within Palm Beach County, has been certified by the Palm Beach County Appraiser to the City of Westlake as \$227,229,124; and

WHEREAS, it is the desire of the City Council for the City of Westlake to adopt a final millage rate for the fiscal year beginning October 1, 2020 and ending on September 30, 2021;

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

Section 1: That the final ad valorem millage rate of \$1,000.00 of assessed value for real and personal property value as established by the Palm Beach County Property Appraiser for the fiscal year beginning October 1, 2020 and ending on September 30, 2021 is hereby set at 5.125 mills. ✓ ✓

Section 2: The operating millage rate for the fiscal year 2021 is set at 5.125 mills, which is 108.7% higher than the "roll-back rate" of 2.4557 mills.  
70.70% 3.0024

Section 3: The City of Westlake does not have voted debt for fiscal year 2021.

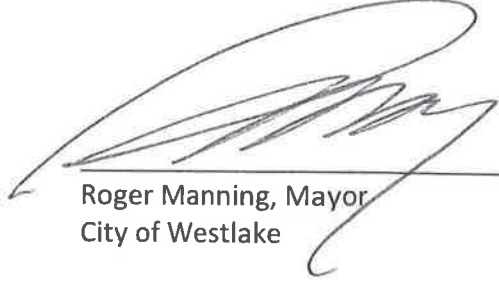
Section 4: That this resolution shall take effect immediately upon its adoption.

RECEIVED

OCT 13 2020

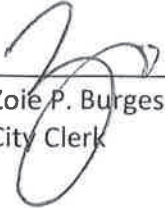
DEPT OF REV  
PROPERTY TAX OVERSIGHT

PASSED AND APPROVED by City Council for the City of Westlake, on this 21st day  
of September 2020.



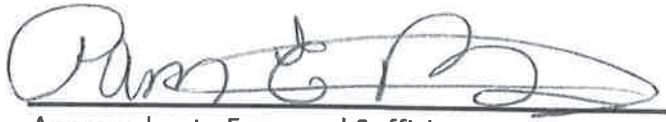
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Roger Manning, Mayor  
City of Westlake



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Zoie P. Burgess  
City Clerk



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

**RESOLUTION 2020-  
CORRECTING RESOLUTION 2020-29**

**A CORRECTIVE RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CORRECTING RESOLUTION 2020-29, ADOPTING THE FINAL AD VALOREM MILLAGE RATE TO BE LEVIED FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021.**

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**WHEREAS**, pursuant to applicable provisions of law, the City of Westlake has computed a final millage rate and prepared a final budget for the fiscal year beginning October 1, 2020 and ending on September 30, 2021; and

**WHEREAS**, a “Notice of Final Millage Rate and Final Budget Hearings” advising the public that a public hearing on the final millage rate and final budget would be held on September 21, 2020, at 6:30 pm, has been published as required by Florida Statute 200.065; and

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

**WHEREAS**, the gross taxable value for operation purposed not exempt from taxation within Palm Beach County, has been certified by the Palm Beach County Appraiser to the City of Westlake as \$227,229,124; and

**WHEREAS**, it is the desire of the City Council for the City of Westlake to adopt a final millage rate for the fiscal year beginning October 1, 2020 and ending on September 30, 2021;

**WHEREAS**, the City was notified of an error in Resolution 2020-29, Section 2, by the Department of Revenue, as set forth below and the Corrective Resolution shall contain the correct percentage for the “rolled-back” rate; and

**WHEREAS**, the corrections have been provided to the Department of Revenue on or about November 2, 2020, by the City Manager.

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

Section 1: That the final ad valorem millage rate of \$1,000.00 of assessed value for real and personal property value as established by the Palm Beach County Property Appraiser for the fiscal year beginning October 1, 2020 and ending on September 30, 2021 is hereby set at 5.125 mills.

Section 2: The operating millage rate for the fiscal year 2021 is set at 5.125 mills, which is ~~108.7~~ 70.70% higher than the “roll-back” rate ~~2.4557~~ 3.0024 mills.

Section 3: The City of Westlake does not have voted debt for fiscal year 2021.

Section 4: That this Corrective Resolution shall take effect immediately upon its adoption and the prior actions of the City Manager are hereby ratified.

**PASSED AND APPROVED** by City Council for the City of Westlake, on this 9th day  
of November 2020.

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Roger Manning, Mayor  
City of Westlake

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Zoie P. Burgess  
City Clerk

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



**File Attachments for Item:**

Palm Beach County Municipal Cares Act Reimbursement Program

**Submitted By:** Administration



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		11/30/2020	<b>Submitted By:</b> Administration		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Palm Beach County Municipal Cares Act Reimbursement Program			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		<b>Motion Authorizing the City Manager to enter into an Interlocal Agreement with Palm Beach for City reimbursement of COVID-19 related expenditures</b>			
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>Funds are eligible through Palm Beach County Municipal Cares Reimbursement Program for municipalities that have procured or made certain expenditures related to COVID-19 that occurred between March 1, 2020 through October 31, 2020.</p> <p>All requests for funding must be submitted with appropriate back up documentation to Palm Beach County no later than December 1.</p>			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>	<input checked="" type="checkbox"/>	<b>BUDGET:</b>	<input type="checkbox"/>
		<b>STAFF REPORT:</b>	<input type="checkbox"/>	<b>PROCLAMATION:</b>	<input type="checkbox"/>
		<b>EXHIBIT(S):</b>	<input type="checkbox"/>	<b>OTHER:</b>	<input checked="" type="checkbox"/>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Palm Beach County Municipal Cares Act Reimbursement Program  Palm Beach County Municipal Cares Act Reimbursement Agreement			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>	<input type="checkbox"/>	<b>ORDINANCE:</b>	<input type="checkbox"/>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <b><u>Please keep text indented.</u></b></i>		<Enter Short Resolution/Ordinance Title Here>  <b>&lt;ENTER FULL RESOLUTION/ORDINANCE TITLE HERE&gt;</b>			
<b>FISCAL IMPACT (if any):</b>				\$	



# PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM

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## Municipal CARES ACT Reimbursement Program

**Purpose of the Program:** This Program is designed to reimburse municipalities in Palm Beach County (“PBC”) that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act (“CARES ACT”) for those expenditures and must not have previously received grant funds or donations for those expenditures.

**Allocation for the Program:** CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

**Assistance Offered:** Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

### **Eligibility:**

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID- 19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality’s budget; and
- All requests for funding must be submitted with appropriate back up documentation to PBC no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

**Eligible Reimbursement Categories:** Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

#### Testing:

- Testing Kits
- Infrastructure related to testing locations

#### Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers



## **PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM**

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### Safety Equipment:

- Touchless conversion equipment
- Plexiglas dividers and installation
- Disinfectant sprayers and fogger equipment and supplies

### PPE:

- Masks, gloves
- Sanitizer, sanitizer stations, wipes
- Face shields
- First-responder PPE, testing or other eligible items

### Technology:

- Laptops and printers purchased for remote employee workstations related directly to COVID-19
- Monitors, screens and other equipment used remotely or for social distancing at facilities
- VPN expenses for remote workers
- Zoom, WebEx and other licenses purchased specifically for virtual public meeting use

### **Required Documents Required for EACH Reimbursement Request**

- Municipality must submit a fully executed invoice, the applicable purchase order or contract, a receipt marked "Paid" or cancelled check or another financial document that shows receipt and payment of the COVID 19 related expenditure.

Each submitted invoice must include a detailed breakdown of the costs incurred within each eligible reimbursement category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying each invoice must be an executed Coronavirus Relief Fund Certification and Invoice activity report:

#### 1. A completed Municipal CARES ACT Reimbursement Certification:

- An individual authorized to submit reimbursement requests on behalf of the local government must certify by signing the attached Local Government Coronavirus Relief Funds Certification signifying that the items and costs listed therein are eligible expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 1, 2020, and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act.





## **PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM**

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2. A completed Invoice Activity Report (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.
- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.
- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

### **Justification**

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

### **Other**

- Completed applications will be processed in the order that they are received.

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# PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM

## MUNICIPAL CARES ACT REIMBURSEMENT CERTIFICATION

I, <\_\_\_\_\_> am the <\_\_\_\_\_> of <\_\_\_\_\_>, and I certify that:  
(First name, Last Name) (Administrative Title) (Municipal Name)

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County ("PBC") per contract number <\_\_\_\_\_> from the allocation of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period <\_\_\_\_\_>.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.
3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:
  - a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and
  - b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.
5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.
6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR S 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidelines). Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.
7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**PALM BEACH COUNTY MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM**

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**INVOICE ACTIVITY REPORT**

**INVOICE ACTIVITY REPORT**

**Municipality:**

<b>Vendor</b>	<b>Invoice #</b>	<b>Amount Paid</b>	<b>Description</b>
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(The invoice activity report template will be forwarded to you as an Excel document.)

## INTERLOCAL AGREEMENT

This Interlocal Agreement is hereby entered into as of the \_\_\_\_\_ day of November 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the CITY of Westlake, a municipality located within Palm Beach County, hereinafter referred to as CITY.

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, COUNTY declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

**WHEREAS**, the COUNTY has received CARES ACT funds from the federal government for the procurement of COVID-19 related goods and services; and

**WHEREAS**, the CITY has made expenditures for COVID-19 related goods and services that have not been and are not going to be reimbursed from any CARES ACT funds or other grants or donations; and

**WHEREAS**, Palm Beach County has determined that it is in the public's best interest to reimburse the CITY for their procurement and expenditure of COVID-19 related goods or services with CARES ACT funds received by the COUNTY; and

**WHEREAS**, the COUNTY has created a Municipal CARES ACT Reimbursement Program for the benefit of the CITY and the general public; and

**WHEREAS**, COUNTY and CITY desire to enter into this Interlocal Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

### **I. PURPOSE**

The purpose of this Interlocal Agreement ("Agreement") is for the COUNTY to reimburse the CITY for their procurement and expenditure for COVID-19 related goods or services in accordance with the Municipal CARES ACT Reimbursement Program ("Program"), which is attached hereto and incorporated herein as "Attachment A".



## **II. CONTRACT REPRESENTATIVES**

The COUNTY'S representatives during the performance of this Agreement shall be Todd Bonlarron, Assistant County Administrator, telephone number (561) 355-4019 and Ed Chase, Intergovernmental Affairs Director, telephone number (561) 355-6266.

The CITY's representatives during the performance of this Agreement shall be  
Ken Cassel, City Manager and Zoie Burgess, City Clerk  
\_\_\_\_\_.

## **III. COMMENCEMENT OF INTERLOCAL AGREEMENT**

This Agreement shall commence upon execution by both parties, and shall terminate on  
\_\_\_\_\_.

## **IV. RESPONSIBILITIES OF CITY**

The CITY must fully comply with the COUNTY's Program as described below, including the requirements of Attachment A.

- A. All expenditures for which the CITY will be seeking reimbursement from the COUNTY must have been made as a result of the COVID-19 virus and must have been procured and paid for between and including March 1, 2020 and October 31, 2020.
- B. All expenditures for which the CITY will be seeking reimbursement from the COUNTY must not have been included in the CITY's most recent budget approved prior to March 1, 2020.
- C. On or before December 1, 2020, the CITY shall provide COUNTY with appropriate documentation, an executed Municipal CARES ACT Reimbursement Certification, and an Invoice Activity Report for all eligible items for which the CITY is seeking reimbursement from COUNTY. The Invoice Activity Report is attached hereto and incorporated herein as "ATTACHMENT B".

## **V. PAYMENTS**

Reimbursement made by the COUNTY to the CITY under the Program will be provided based on the overall amount of funds requested relative to allocated and available COUNTY CARES ACT funds.

- A. If a CITY receives CARES ACT funds from the COUNTY and the expenses are denied by the federal government, the CITY shall reimburse the COUNTY for the CARES ACT funds received for the denied expenditure.
- B. If a municipality receives funding for expenses previously reimbursed with COUNTY CARES ACT funds, the CITY shall reimburse the COUNTY for the CARES ACT funds received for those expenditures.
- C. Any and all payments made by the COUNTY to the CITY under the Program are subject to availability of CARES Act funds.

## **RESPONSIBILITIES OF THE COUNTY**

COUNTY shall review all eligible expenditures and documentation submitted by CITY for the purpose of reimbursement. COUNTY shall reimburse CITY for all eligible expenditures on or before December 30, 2020 or provide written denial of submitted expenditures for reimbursement.

### **VI. TERMINATION**

Each Party may terminate this Agreement by serving a minimum fourteen (14) days prior written notice to the other Party.

### **VIII. PERSONNEL**

CITY ensures that its personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services described herein shall be performed by, or under the supervision of CITY. CITY shall ensure that all personnel engaged in performing the services set forth herein shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

### **IX. INSURANCE/INDEMNIFICATION**

CITY acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that it is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. User's self-insurance shall be primary with respect to any coverage maintained by the County.

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each party covenants to maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

CITY further agrees, to the extent allowed by law and without waiving the right to sovereign immunity, to indemnify and holds harmless the Federal Government, its employees and/or contractors; the State of Florida, Division of Emergency Management, its employees and/or contractors from liability to third parties for claims asserted under this Agreement. This section shall survive the termination of this Agreement.

## **X. SUCCESSORS AND ASSIGNS**

The COUNTY and CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor CITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

## **XI. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CITY.

## **XI. CONFLICT OF INTEREST**

CITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. CITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

CITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that may be undertaken and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by CITY. The COUNTY agrees to notify CITY of its opinion as soon as is reasonably possible. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CITY, the COUNTY shall so state in the notification and CITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

## **XIII. ARREARS**

CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CITY further warrants

and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **XIV. DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by CITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **XV. AUTHORITY TO PRACTICE**

CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **XVI. SEVERABILITY**

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

#### **XVII. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).



**XVIII. NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

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If sent to CITY, notices shall be addressed to:

Zoie P. Burgess, City of Clerk

City of Westlake

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

**XIX. ENTIRETY OF AGREEMENT**

The COUNTY and CITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

**XX. REGULATIONS; LICENSING REQUIREMENTS**

The COUNTY and CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any other federal requirement now in effect or imposed in the future that apply to this Agreement. The COUNTY and CITY are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**XXI. COUNTERPARTS**

This Agreement, including any exhibits that may be referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CITY shall execute by manual means only, unless the COUNTY provides otherwise.

**XXII. PUBLIC RECORDS, ACCESS AND AUDITS**

CITY shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or

annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at CITY's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

**IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

CITY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions, including OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

### **XXIII. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

**XXIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. CITY, if prime subcontracts are to be let, shall take the Affirmative Steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**XXV. CONFLICT OF INTEREST/GIFT POLICY**

Conflict of Interest/Gift Policy.

1. CONFLICT OF INTEREST: Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the CITY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a CITY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

2. ORGANIZATIONAL CONFLICT OF INTEREST: If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or CITY shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from CITY or sub-providers

**XXVI. INDEPENDENT PROVIDER RELATIONSHIP**

CITY is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Provider and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY's sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Provider and not as employees or agents of the COUNTY. CITY does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement.

**XXVII. CONTINGENT FEE**

CITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CITY, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**XXVIII. NON-DISCRIMINATION**

1. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, CITY warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
2. Equal Employment Opportunity. During the performance of this Agreement, CITY agrees as follows:

CITY will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the



basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. CITY shall comply with the Drug Free Workforce Act of 1988.

#### **XXIX. DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, sub-provider, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

#### **XXX. DEBARMENT AND SUSPENSION**

A completed "Certification Regarding Debarment and Suspension" (Attachment C) is required at time of response submission. Upon request, CITY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-Providers and sub-consultants after Contract award. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CITY is required to verify that none of CITY, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935). CITY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that CITY did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as sub-grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. SCHOOL BOARD must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **XXXI. FEDERAL SYSTEM FOR AWARD MANAGEMENT**

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at [www.sam.gov](http://www.sam.gov)), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority.

### **XXXII. SCRUTINIZED COMPANIES**

1. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.
2. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CITY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.

### **XXXIII. MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work or Program, including alterations, reductions therein, or additions thereto. Upon receipt by CITY of the COUNTY's notification of a contemplated change, CITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect CITY's ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs, in writing, CITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment, and CITY shall not commence work on any such change until such written amendment is signed by CITY and approved and executed on behalf of Palm Beach County.

### **XXXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

CITY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

CITY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

CITY agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

**XXXV. SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS**

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

**XXXVI. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY**

CITY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

**XXXVII. PROCUREMENT OF RECOVERED MATERIALS**

CITY is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

**XXXVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

CITY acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to CITY's actions pertaining to this contract. (31 U.S.C. Chapter 38).

**XXXIX. FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT**

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from CITY or sub-provider under the Agreement. (31 U.S.C. 3729).

#### **XXXX. HIRING OF MECHANICS OR LABORERS**

For those solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, CITY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

#### **XXXXI. DRUG-FREE WORKPLACE**

CITY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CITY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Contract, the employee will abide by the terms of the statement and will notify the CITY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

#### **XXXXII. AMERICANS WITH DISABILITIES (ADA)**

CITY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.



**IN WITNESS WHEREOF**, the County Administrator, on behalf of the COUNTY, and CITY have executed this Agreement on the day and year written above.

**PALM BEACH COUNTY, FOR ITS  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Verdenia C. Baker, County Administrator

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Todd J. Bonlarron, Assistant County Administrator

**IN WITNESS WHEREOF**, the County Administrator, on behalf of the COUNTY, and CITY have executed this Agreement on the day and year written above.

**WITNESS:**

\_\_\_\_\_  
Signature

**Zoie Burgess**  
\_\_\_\_\_  
Name (type or print)

**CITY OF WESTLAKE**

\_\_\_\_\_  
Signature

**Kenneth Cassel**  
\_\_\_\_\_  
Name (type or print)

**City Manager**  
\_\_\_\_\_  
Title

## Attachment A

### Municipal CARES ACT Reimbursement Program

**Purpose of the Program:** This Program is designed to reimburse municipalities in Palm Beach County (“PBC”) that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act (“CARES ACT”) for those expenditures and must not have previously received grant funds or donations for those expenditures.

**Allocation for the Program:** CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

**Assistance Offered:** Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

#### **Eligibility:**

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID- 19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality’s budget; and
- All requests for funding must be submitted to the PBC with appropriate backup documentation no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

**Eligible Reimbursement Categories:** Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

#### Testing:

- Testing Kits
- Infrastructure related to testing locations

#### Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers

Safety Equipment:

- Touchless conversion equipment
- Plexiglas dividers and installation
- Disinfectant sprayers and fogger equipment and supplies

PPE:

- Masks, gloves
- Sanitizer, sanitizer stations, wipes
- Face shields
- First-responder PPE, testing or other eligible items

Technology:

- Laptops and printers purchased for remote employee workstations related directly to COVID-19
- Monitors, screens and other equipment used remotely or for social distancing at facilities
- VPN expenses for remote workers
- Zoom, WebEx and other licenses purchased specifically for virtual public meeting use

**Required Documents Required for EACH Reimbursement Request**

- Municipality must submit a fully executed invoice, the applicable purchase order or contract, a receipt marked "Paid" or cancelled check or another financial document that shows receipt and payment of the COVID 19 related expenditure.

Each submitted invoice must include a detailed breakdown of the costs incurred within each eligible reimbursement category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying each invoice must be an executed Coronavirus Relief Fund Certification and Invoice activity report:

1. A completed [Municipal CARES ACT Reimbursement Certification](#):
  - An individual authorized to submit reimbursement requests on behalf of the local government must certify by signing the attached Local Government Coronavirus Relief Funds Certification signifying that the items and costs listed therein are eligible expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 1, 2020, and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act.



2. A completed [Invoice Activity Report](#) (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.
- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.
- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

**Justification**

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

**Other**

- Completed applications will be processed in the order that they are received.

####

**MUNICIPAL CARES ACT REIMBURSEMENT CERTIFICATION**

I, < **Kenneth Cassel** > am the < **City Manager** > of < **Westlake** >,  
and I certify that:

(First name, Last Name)

(Administrative Title)

(Municipal Name)

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County (“PBC”) per contract number < \_\_\_\_\_ > from the allocation of Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) for eligible expenditures included on the corresponding invoice voucher for report period < \_\_\_\_\_ >.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.
3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:
  - a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and
  - b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.
5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.
6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR S 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidelines). Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.
7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

**Kenneth Cassel**  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**City Manager**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT B**

**INVOICE ACTIVITY REPORT**

**Municipality:**

<b>Vendor</b>	<b>Invoice #</b>	<b>Amount Paid</b>	<b>Description</b>
---------------	------------------	--------------------	--------------------

(The invoice activity report template will be forwarded to you as an Excel document.)

**ATTACHMENT C**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

CITY certifies that:

(a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, CITY is required to verify that none of its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) CITY must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that CITY did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) CITY agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C throughout the term of the Agreement. CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Agreement or of this Certification completed by its trade contractors, suppliers, subcontractors and sub-consultants.

**CITY**

**Kenneth Cassel, City Manager**

\_\_\_\_\_  
Name, (Title)

\_\_\_\_\_  
Date



**ATTACHMENT D**  
**CERTIFICATION REGARDING LOBBYING**

**CITY** certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CITY understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**CITY**

**Kenneth Cassel, City Manager**

\_\_\_\_\_  
Name, (Title)

\_\_\_\_\_  
Date

**File Attachments for Item:**

Discussion regarding City Attorney Contract, Transparency and Accountability to City Council

**Submitted By:** Administration



# Meeting Agenda Item Coversheet

<b>MEETING DATE:</b>		11/30/2020	<b>Submitted By:</b> Administration	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Discussion regarding City Attorney Contract, Transparency and Accountability to City Council		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)				
<b>SUMMARY and/or JUSTIFICATION:</b>		Per Council Member request, a discussion and necessary action regarding the City Attorney's Contract, transparency, and accountability to Council, specifically the consideration of Legal Department Audit and status of Attorney reports to Council.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(if Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <b>Please keep text indented.</b></i>		<p>&lt;Enter Short Resolution/Ordinance Title Here&gt;</p> <p>&lt;ENTER FULL RESOLUTION/ORDINANCE TITLE HERE&gt;</p>		
<b>FISCAL IMPACT (if any):</b>				\$

**Law Offices of Pam E. Booker, Esq.**

Riviera Beach, FL 33404

(772) 971-8676

July 11, 2016

City Council  
City of Westlake  
4005 Seminole Pratt Whitney Road  
Loxahatchee, FL 33470

Ref: Agreement for City Attorney Services

Dear Mayor and Council Members:

I am pleased that you choose to engage my services as legal counsel for the City of Westlake. This is an exciting opportunity as we embark on the creation of a new City, with your leadership and guidance, you can create the City of your collective vision. I have been in local government for approximately twenty years, most recently serving as City Attorney for one of the largest cities in the state of Florida. In that twenty-year period, I gained experience in the areas of land use and zoning, community redevelopment areas, annexations, municipal finance, procurement and contract law, litigation and appellate representations to name a few. I am confident that those experiences will be beneficial to the City of Westlake.

Please allow this letter to set forth our understanding as to the nature and scope of the legal services I will provide for the City, the amount of my fees for those services, the manner in which my fees for those services shall be determined and the terms upon which you will make payment.

1. **Nature of Services:** You have engaged me to serve as City Attorney. My services will include the representation of the City, working with the Mayor, City Council, the City Manager and all administrative staff, in all legal matters relating to the City's affairs, from day to day administrative issues to the development of policies and programs from Council and the City Manager. The general services that the Firm will provide include, but are not limited to, all areas of general municipal law, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, constitutional and legislative issues, as well as some litigation and dispute resolution in all administrative levels.

I will attend the regular, special and workshop meetings of City Council, Planning and Zoning meetings and meetings with the administration as they arise from time to time. If clerks or paralegals are used, there will not be additional costs for their services to the City.



Outside counsel may be required for more specialized services such as civil rights, labor and employment issues, collective bargaining, eminent domain, litigation, appellate representation, environmental and sustainability law, and municipal finance.

2. **Fees for Services:** You will be charged and agree to pay for my services on the following basis:

A. ***Monthly Retainer Fee:***

The Firm will charge a base fixed retainer fee \$132.69 per hour, based upon a forty (40) hour work week, for an annual amount of \$276,000, to be paid in monthly increments of \$23,000.00, per month for the preparation of ordinances and resolutions and attending up to two regular monthly Council meetings, one monthly Planning & Zoning Board meeting and one monthly Code Enforcement Magistrate meeting, up to a total of 50 Council/Planning Advisory Board/Code meetings per year for the twelve-month period commencing July 2016. The fee also includes providing general legal advice to the City and its council members, attending meetings with other community representatives as required to carry out the legal services for the City.

The monthly retainer includes, the cost of liability insurance, medical benefits, training and continuing education courses. The monthly retainer includes the review of standard documents and response with comments, a quarterly report and a litigation report as needed. The drafting and preparation of legal documents will be included. The monthly retainer includes all telephone calls/email/teleconference/video conference with individual City Council members, the City Manager, staff, consultants, City Board members and Committee members as authorized by the City Council.

B. ***Hourly Rate:***

The Firm will charge for those matters not covered by the base retainer fee, and hourly rate of \$225.00 per hour for all attorney's handling all other legal services including litigation, municipal bond financing, labor law and any other general legal advice or services including meeting with Council Members, the City Manager, staff and/or consultants related to such work, review and preparation of proposed ordinances, contract or other matters. The Firm's practice is to charge for actual time expended, but not less than 2/10<sup>th</sup>s of an hour for each activity.

C. **Fiscal Year Budget:**

For each fiscal year of the City, the compensation paid to the City Attorney under the terms and conditions of this agreement shall be an amount approved by the City in its fiscal year budget. Each fiscal year during the budget review and approval proceedings, the City may consider price adjustments to compensate

for market conditions and the anticipated type and amount of work to be performed by the City Attorney during the upcoming fiscal year of the City.

In the event the fiscal year budget is not approved prior to the first day of the fiscal year, the City Attorney's compensation under this Agreement will continue at the rate currently in effect at the time of renewal. Upon the approval of the fiscal year budget, there will be a retroactive fee adjustment, which will be invoiced on the first month thereafter.

3. **Costs:** In addition to attorney's fees included above, the Firm will add a 2.5% administrative fee to each bill to cover administrative cost such as delivery charges, communication services/telephone charges, photocopies, postage, faxes, legal software and computer research expenses.

Non-incident costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, and applicable lobbyist registration fees, will continue to be itemized and billed.

4. **Payment of Fees and Costs:** My invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than thirty (30) days after it is rendered, the firm reserves the right in our discretion (subject to court approval, if necessary) to cease to provide further legal services to you. You will, however be liable to the firm for the payment of any fees earned and any cost incurred by the firm through that time, together with applicable taxes.
5. **Representation of Other Clients:** The Firm is bound by the rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interest of another client, unless each such client consents to such representation after consultation. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by the firm.
6. **Withdrawal from Representation and Termination:** The City may at any time choose to terminate this agreement with or without cause with ninety (90) days notice to the firm. The City will be liable for fees and costs incurred through the date of termination, including the monthly retainer. The firm likewise, reserves the right to withdraw from representing the City, if you have misrepresented or failed to disclose material facts to the firm or if we disagree about the course of action which should be pursued.

7. **Fees for Other Legal Services:** In the event the City requests the Firm to render legal services with respect to other matters outside the scope of this representation agreement, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph two of this letter.
8. **Governing Law:** This agreement shall be governed by the laws of the State of Florida, Palm Beach County. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
9. **Notices:** All notices will be in writing and shall be sent by certified mail, return receipt requested or by overnight delivery using a nationally recognized courier service.

Notices to City Attorney:  
Pam E. Booker  
2650 Lake Shore Drive, Unit 1704  
Riviera Beach, FL 33404

Notices to the City:  
City of Westlake, Mayor  
4001 Seminole Pratt Whitney Road  
Loxahatchee, FL 33470

Notices to City Manager:  
Severn Trent Environmental Services, Inc.  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071  
Attn: Bob Koncar, General Manager

10. **Commencement of Representation:** If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to the Firm. The Firm shall commence representation pursuant to the monthly retainer agreement as of June 27, 2016, with payment due for July 2016. At the discretion of the City Manager, the Firm shall commence work at the hourly rate contained herein as of the date of the City's acknowledgment and agreement below.
11. **Risk Management:** To the extent occasioned by the negligent act or omission or failure of the City Attorney, the attorney may defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or

liability, or any portion thereof, including attorney's fees and costs, the employees, or damage to property accessioned by a negligent act, omission or failure of attorney.

To the extent not attributable to the negligence or willful misconduct of the City, and to to extent permitted by Florida law and to the extent not attributable to the negligence or willful misconduct of Attorney, City shall indemnify, defend and hold harmless the attorney, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the City. Nothing herein shall constitute or be construed as a waiver of the protections, immunities, and limitations of liability afforded City pursuant to Florida Statutes §768.28.

In the event that claim(s) raised against the Attorney on account of this agreement, or on account of the services performed hereunder, is/are covered under Attorney insurance policies, the Attorney shall not be responsible for any loss, damage or liability beyond the limits and conditions of such insurance policies. With respect to any other causes of actin and/or claims arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, Attorney total aggregate liability shall not exceed an amount equal to the amount of annual compensation for such services during the Agreement year in which such cause of action and/or claim is raised against the Attorney.

The Firm is honored to represent the City of Westlake and looks forward to a long and positive relationship as we build the City together. I appreciate the confidence you have placed in my Firm and will make every effort to perform my services in a prompt and efficient manner. If you have any questions or concerns, please do not hesitate to contact me to discuss your concerns.

Sincerely,  
The Law Offices of Pam E. Booker, P.A.



By: Pam E. Booker, Esq.

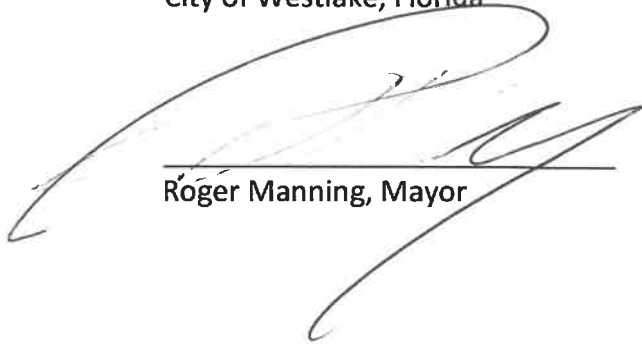


**ACKNOWLEDGEMENT AND AGREEMENT**

Having been duly authorized by an affirmative majority vote of the members of the City Council for the City of Westlake, Florida, the undersigned has read this representation agreement and on behalf of the City of Westlake, Florida, agrees to the terms and conditions contained herein.

**AGREED AND ACCEPTED** on July 11, 2016, 2016

City of Westlake, Florida

A large, stylized handwritten signature in black ink, appearing to read 'R. Manning', is written over a horizontal line.

Roger Manning, Mayor

**From:** [Cassel, Kenneth](#)  
**To:** [Roger Manning](#); [Katrina Longrobison](#); [JohnPaul O'Connor](#); [Kara Crump](#); [Patric Paul](#)  
**Cc:** [Zoie Burgess](#); [Pam Booker](#)  
**Subject:** Anonymous Person Concerns  
**Date:** Friday, November 13, 2020 9:18:13 PM  
**Attachments:** [image001.png](#)  
[FW City of Westlake.msg](#)

---

Mayor and Council,

I received the attached disturbing e-mail with attached documents from the Vice-Mayor yesterday, which she had received from the Westlake Wanderer regarding the City Attorney and some concerns an individual has.

I do not know if the rest of you have received this information, however, I believe it is critical for all the Council to have the same information.

As you recall at the November 2, 2020 evaluation meeting, I recommended to Council based on the comments from Councilwoman Crump that the Attorney provide a written monthly report on the items she is handling. In order for accountability to the Council. It is clear from the questions being raised, that the Council should not only require the items being handled but the time expended on those items.

Additionally, for transparency, it would be wise for the Council to do an audit of the Attorneys time for the past year as it relates to services provided to the City of Westlake. This could be handled by the City's auditing firm. I am sure there would be an additional fee from the auditor.

This should be an item added to the next agenda and addressed before it gets out of hand. Failure to address the issue early could lead to outside scrutiny.

Please feel free to call if you have any questions or wish to discuss.

Stay Safe



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

O . 561.530.5880  
Dir. 561.227.2272

[Kcassel@westlakegov.com](mailto:Kcassel@westlakegov.com)

**Florida has a very broad public records law.** As a result, most written communication, created to or received from local officials, and City employees regarding City business is considered public record and

available to the public and media upon request, unless otherwise exempt. Your email communications may therefore be subject to public disclosure. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact the City by phone or in writing.



**From:** [Zoie Burgess](#)  
**To:** [Kenneth Cassel](#); [Pam Booker](#)  
**Cc:** [Katrina Longrobinson](#)  
**Subject:** FW: City of Westlake  
**Date:** Wednesday, November 11, 2020 4:50:41 PM  
**Attachments:** [Booker Westlake Docs.pdf](#)

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## For Your Information

Zoie P. Burgess, CMC  
City Clerk  
City of Westlake

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**From:** Katrina Longrobinson <[KLongrobinson@westlakegov.com](mailto:KLongrobinson@westlakegov.com)>  
**Sent:** Wednesday, November 11, 2020 4:17 PM  
**To:** Zoie Burgess <[zburgess@westlakegov.com](mailto:zburgess@westlakegov.com)>  
**Subject:** Fw: City of Westlake

Good evening Zoie,

Will you please share with staff immediate staff? Please cc me on the email.

Best,

***Katrina Long-Robinson***

***Vice Mayor & Council Member Seat 4***

***Westlake City Hall***

***4001 Seminole Pratt Whitney Rd.***

***Westlake, Florida 33470***

***Office: 561.530.5880***

***[klongrobinson@westlakegov.com](mailto:klongrobinson@westlakegov.com)***

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**From:** Westlake Wanderer <[westlakewanderer@gmail.com](mailto:westlakewanderer@gmail.com)>  
**Sent:** Wednesday, November 11, 2020 11:31 AM  
**To:** Katrina Longrobinson  
**Subject:** Fwd: City of Westlake

Hi Vice Mayor, I wanted to forward this communication I received from an anonymous person to Westlake Wanderer. It raises concerns about City Atty Pam Booker's performance and particularly about the work she does for other municipalities. Just thought someone on the board should see this. Feel free to reach out.

Thanks a lot,  
Alicia Torres

----- Forwarded message -----  
From: **Public Infor** <[pinfor3@gmail.com](mailto:pinfor3@gmail.com)>  
Date: Fri, Nov 6, 2020 at 10:05 AM  
Subject: City of Westlake  
To: <[westlakewanderer@gmail.com](mailto:westlakewanderer@gmail.com)>

I have become very concerned with information about the Westlake City Attorney, Pam Booker.

Attached you will find Pam's contract with the City of Westlake. In paragraph 2 it is clear that the attorney is being paid based upon a 40-hour work week for full time service to the City of Westlake as a one-person attorney firm.

Also attached are documents that I discovered from the City of Opa Locka and the City of Miramar where Pam Booker is representing those cities while serving the City of Westlake in a full-time capacity.

Also attached is the performance review Westlake councilman O'Conner prepared for Pam Booker on November 2, 2020. Councilman O'Conner noted that Pam confirmed in her review meeting that she is "100% dedicated" to the City of Westlake to justify the size of her budget that is now \$500,000 per year.

This certainly seems like the City Attorney is billing the community of Westlake for full-time employment while also billing other municipalities at the same time. This does not seem like it is appropriate.

I think someone needs to investigate this potential fraud and understand if Pam Booker has been paid by Westlake as their full-time attorney while getting paid at the same time by other cities.

Also, why did Pam lie about being "full time" engaged with the City during her performance review with Councilman O'Conner. Was she trying to cover up her activities with the City of Miramar and the City of Opa Locka?

This is not right and needs to be investigated and someone needs to audit her contract over the last four years.



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**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

**Law Offices of Pam E. Booker, Esq.**  
Riviera Beach, FL 33404  
(772) 971-8676

July 11, 2016

City Council  
City of Westlake  
4005 Seminole Pratt Whitney Road  
Loxahatchee, FL 33470

Ref: Agreement for City Attorney Services

Dear Mayor and Council Members:

I am pleased that you choose to engage my services as legal counsel for the City of Westlake. This is an exciting opportunity as we embark on the creation of a new City, with your leadership and guidance, you can create the City of your collective vision. I have been in local government for approximately twenty years, most recently serving as City Attorney for one of the largest cities in the state of Florida. In that twenty-year period, I gained experience in the areas of land use and zoning, community redevelopment areas, annexations, municipal finance, procurement and contract law, litigation and appellate representations to name a few. I am confident that those experiences will be beneficial to the City of Westlake.

Please allow this letter to set forth our understanding as to the nature and scope of the legal services I will provide for the City, the amount of my fees for those services, the manner in which my fees for those services shall be determined and the terms upon which you will make payment.

1. **Nature of Services:** You have engaged me to serve as City Attorney. My services will include the representation of the City, working with the Mayor, City Council, the City Manager and all administrative staff, in all legal matters relating to the City's affairs, from day to day administrative issues to the development of policies and programs from Council and the City Manager. The general services that the Firm will provide include, but are not limited to, all areas of general municipal law, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, constitutional and legislative issues, as well as some litigation and dispute resolution in all administrative levels.

I will attend the regular, special and workshop meetings of City Council, Planning and Zoning meetings and meetings with the administration as they arise from time to time. If clerks or paralegals are used, there will not be additional costs for their services to the City.

Outside counsel may be required for more specialized services such as civil rights, labor and employment issues, collective bargaining, eminent domain, litigation, appellate representation, environmental and sustainability law, and municipal finance.

2. **Fees for Services:** You will be charged and agree to pay for my services on the following basis:

A. *Monthly Retainer Fee:*

The Firm will charge a base fixed retainer fee \$132.69 per hour, based upon a forty (40) hour work week, for an annual amount of \$276,000, to be paid in monthly increments of \$23,000.00, per month for the preparation of ordinances and resolutions and attending up to two regular monthly Council meetings, one monthly Planning & Zoning Board meeting and one monthly Code Enforcement Magistrate meeting, up to a total of 50 Council/Planning Advisory Board/Code meetings per year for the twelve-month period commencing July 2016. The fee also includes providing general legal advice to the City and its council members, attending meetings with other community representatives as required to carry out the legal services for the City.

The monthly retainer includes, the cost of liability insurance, medical benefits, training and continuing education courses. The monthly retainer includes the review of standard documents and response with comments, a quarterly report and a litigation report as needed. The drafting and preparation of legal documents will be included. The monthly retainer includes all telephone calls/email/teleconference/video conference with individual City Council members, the City Manager, staff, consultants, City Board members and Committee members as authorized by the City Council.

B. *Hourly Rate:*

The Firm will charge for those matters not covered by the base retainer fee, and hourly rate of \$225.00 per hour for all attorney's handling all other legal services including litigation, municipal bond financing, labor law and any other general legal advice or services including meeting with Council Members, the City Manager, staff and/or consultants related to such work, review and preparation of proposed ordinances, contract or other matters. The Firm's practice is to charge for actual time expended, but not less than 2/10<sup>th</sup>s of an hour for each activity.

C. *Fiscal Year Budget:*

For each fiscal year of the City, the compensation paid to the City Attorney under the terms and conditions of this agreement shall be an amount approved by the City in its fiscal year budget. Each fiscal year during the budget review and approval proceedings, the City may consider price adjustments to compensate

for market conditions and the anticipated type and amount of work to be performed by the City Attorney during the upcoming fiscal year of the City.

In the event the fiscal year budget is not approved prior to the first day of the fiscal year, the City Attorney's compensation under this Agreement will continue at the rate currently in effect at the time of renewal. Upon the approval of the fiscal year budget, there will be a retroactive fee adjustment, which will be invoiced on the first month thereafter.

3. **Costs:** In addition to attorney's fees included above, the Firm will add a 2.5% administrative fee to each bill to cover administrative cost such as delivery charges, communication services/telephone charges, photocopies, postage, faxes, legal software and computer research expenses.

Non-incident costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, and applicable lobbyist registration fees, will continue to be itemized and billed.

4. **Payment of Fees and Costs:** My invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than thirty (30) days after it is rendered, the firm reserves the right in our discretion (subject to court approval, if necessary) to cease to provide further legal services to you. You will, however be liable to the firm for the payment of any fees earned and any cost incurred by the firm through that time, together with applicable taxes.
5. **Representation of Other Clients:** The Firm is bound by the rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interest of another client, unless each such client consents to such representation after consultation. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by the firm.
6. **Withdrawal from Representation and Termination:** The City may at any time choose to terminate this agreement with or without cause with ninety (90) days notice to the firm. The City will be liable for fees and costs incurred through the date of termination, including the monthly retainer. The firm likewise, reserves the right to withdraw from representing the City, if you have misrepresented or failed to disclose material facts to the firm or if we disagree about the course of action which should be pursued.

7. **Fees for Other Legal Services:** In the event the City requests the Firm to render legal services with respect to other matters outside the scope of this representation agreement, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph two of this letter.
8. **Governing Law:** This agreement shall be governed by the laws of the State of Florida, Palm Beach County. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
9. **Notices:** All notices will be in writing and shall be sent by certified mail, return receipt requested or by overnight delivery using a nationally recognized courier service.

Notices to City Attorney:  
Pam E. Booker  
2650 Lake Shore Drive, Unit 1704  
Riviera Beach, FL 33404

Notices to the City:  
City of Westlake, Mayor  
4001 Seminole Pratt Whitney Road  
Loxahatchee, FL 33470

Notices to City Manager:  
Severn Trent Environmental Services, Inc.  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071  
Attn: Bob Koncar, General Manager

10. **Commencement of Representation:** If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to the Firm. The Firm shall commence representation pursuant to the monthly retainer agreement as of June 27, 2016, with payment due for July 2016. At the discretion of the City Manager, the Firm shall commence work at the hourly rate contained herein as of the date of the City's acknowledgment and agreement below.
11. **Risk Management:** To the extent occasioned by the negligent act or omission or failure of the City Attorney, the attorney may defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or



liability, or any portion thereof, including attorney's fees and costs, the employees, or damage to property accessioned by a negligent act, omission or failure of attorney.

To the extent not attributable to the negligence or willful misconduct of the City, and to to extent permitted by Florida law and to the extent not attributable to the negligence or willful misconduct of Attorney, City shall indemnify, defend and hold harmless the attorney, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the City. Nothing herein shall constitute or be construed as a waiver of the protections, immunities, and limitations of liability afforded City pursuant to Florida Statutes §768.28.

In the event that claim(s) raised against the Attorney on account of this agreement, or on account of the services performed hereunder, is/are covered under Attorney insurance policies, the Attorney shall not be responsible for any loss, damage or liability beyond the limits and conditions of such insurance policies. With respect to any other causes of actin and/or claims arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, Attorney total aggregate liability shall not exceed an amount equal to the amount of annual compensation for such services during the Agreement year in which such cause of action and/or claim is raised against the Attorney.

The Firm is honored to represent the City of Westlake and looks forward to a long and positive relationship as we build the City together. I appreciate the confidence you have placed in my Firm and will make every effort to perform my services in a prompt and efficient manner. If you have any questions or concerns, please do not hesitate to contact me to discuss your concerns.

Sincerely,  
The Law Offices of Pam E. Booker, P.A.

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By: Pam E. Booker, Esq.

**ACKNOWLEDGEMENT AND AGREEMENT**

Having been duly authorized by an affirmative majority vote of the members of the City Council for the City of Westlake, Florida, the undersigned has read this representation agreement and on behalf of the City of Westlake, Florida, agrees to the terms and conditions contained herein.

**AGREED AND ACCEPTED** on \_\_\_\_\_, 2016

City of Westlake, Florida

\_\_\_\_\_  
Roger Manning, Mayor

7. **Completion of Work:** Completes work assignments within reasonable or set time frames. (In this context, "reasonable" means a time frame which is acceptable to Council in terms of their priorities, and in consideration of the attorney's ongoing workload.)

\_\_\_\_\_ 6-Outstanding \_\_\_\_\_ 5-Excellent  4-Very Good \_\_\_\_\_ 3-Good \_\_\_\_\_ 2-Fair  
\_\_\_\_\_ 1-Poor \_\_\_\_\_ 0-Unsatisfactory

**Comments:**

City Attorney has stated to me that she has never missed a deadline and usually has work uploaded well ahead of the deadline. I do have concerns with the size of the legal budget and the implementation of outside council. For instance Ms. Booker engaged outside counsel and we individually sat through an hour long presentation by outside counsel only to have to again sit through the exact same presentation as a group on the dais . I feel we could have benefited from sitting through the presentation as a group the first time. perhaps some of my questions were not thought of by my colleagues on the council and vice versa. We simply perform better as a group. Not to mention the money the city would have saved with a single presentation Vs Six. Ms. Booker reconciles the size of her budget with the fact that the city has "100% of her attention and resources" as our full time city attorney, and that her Budget amount includes normal benefits provided such as Health Insurance and

**Achievements:** Identify a few of the top achievements or strong points you observed in the City Attorney over the past year.

**Comments:**

Ive observed the passing of ordinances as achievements.  
However, I was actually really disappointed here. In my private interview with Ms. Booker she couldn't identify in the last 12 months a single item she would call a "Top Achievement". There were many items that were still ongoing or future objectives but not a single "great achievement to reference"

**Objectives:** List two-to-three performance objectives that you feel are important for the City Attorney to work on for the coming year.

**Comments:**

Top objective is, I would like to see a dynamic shift in Ms. Bookers relationship with the City Manager. The "in-fighting" between departments I feel is extremely counter productive to the City's health and prosperity.

Another objective is Id like to see the City Attorneys focus shift away from drafting or influencing policy and narrow to legal counsel alone. For example when I asked Ms. Booker what her "Top Objective" was for next year she said and I quote "In regards to the HAPPY program I would like that all the developers have home inventory available in the 250k-300K price range to assist home buyers with our down payment assistance program". As valiant as that effort may be I do not believe that it should be the City attorney's focus, let alone her top objective. The policy and direction the city takes in regards to the happy program should come solely at the direction of council.

*APPROVAL*

*OF*

*MINUTES*

*(May 5, 2020)*

## **The Opa-locka Planning & Zoning Meeting**

### **P&Z Clerk's Summary Minutes**

#### **Virtual P&Z Meeting**

**Tuesday, May 5, 2020**

**7:00 P.M.**

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 7:00 p.m. on Tuesday, May 5, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity to do so. Public comments will be included as part of the public record for this virtual meeting and will be considered by the P&Z prior to any action taken.

#### **I ROLL CALL:**

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, May 5, 2020 at 7:00 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, Board Member Lloyd Tyler, & Chairman Elio Guerrero.

\* Board Member Rose Tydus was absent.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker.



**II INVOCATION AND PLEDGE:** Board Member Lloyd Tyler led the Prayer and the Pledge of Allegiance was stated after the Prayer.

**III APPROVAL OF MINUTES: Discussion of Minutes from December 10, 2019 Meeting**

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from December 10, 2019 meeting.

**Board Member Mangham:** I have a correction. The correction would be on page four. It is the last paragraph where it states Board Member Germane Barnes made a motion to defer the item pending resubmission I believe the word “of “needs to be removed contingent upon approval.

Board Member Dawn Mangham made a motion to approve the minutes with the stated correction. Board Member Lloyd Tyler second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

**IV. PUBLIC HEARING:**

- 1. APPLICANT NAME:** DENNIS C. STACKHOUSE  
1314 E. LAS OLAS BLVD 648  
FT. LAUDERDALE, FL 33301
- PROPERTY OWNER :** 441 OPA LOCKA BLVD LLC  
15 PLEASANT STREET  
WOODSTOCK, VT 05091
- PROPERTY ADDRESS:** 441 OPA LOCKA BOULEVARD, OPA-LOCKA, FL 33054
- REQUEST:** A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT AMENDMENT AND APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A DIALYSIS CENTER ON THE PROPERTY LOCATED AT 441 OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2121-004-0590, IN THE B-2 ZONING DISTRICT AND FOR THE RELOCATION OF 20 PARKING SPACES FROM THIS SITE TO THE END OF THE RIGHT OF WAY OF BAHMAN AVENUE AND THE DEDICATION OF FOUR PARKING SPACES ON THE CITY PARKING LOT ON THE SOUTH SIDE OF ALI BABA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

The Applicant, Mr. Oscar Robayna came before the Planning & Zoning Board to present their project via zoom with a power point presentation.

**Oscar Robayna:** We went back after the December meeting and discussed with Public Works the requirements they wanted for the actual proposed locations for drainage. We came up with a design for these exact locations. The parking spaces are depended upon the survey information. A total of 15 spaces will be constructed along the roadways in addition of the plans that we already have. A total of 38 parking spaces will be within 500 feet of 780 fisherman.

**Chairman Guerrero:** Any additional questions or concerns anyone?

**Chairman Guerrero:** Can we get staff recommendation.

**Mr. Delaine:** This project had already come before us already. So far the applicants have met our requirements and staff recommends approval.

**Board Member Barnes:** Staff is okay with the parking being so dispersed?

**Mr. Gay:** The whole purpose was to produce additional parking that will be serving the 780 fisherman site. When the developer owned the 780 Fisherman site he had an agreement in place

that the other sites will be supplemental parking. Upon his selling he did retain ownership of those particular properties. This additional parking will also serve the uses within the downtown area as well.

**Chairman Guerrero:** How will the patients know? It seems to me that the parking is all over the place. How will they be directed to the parking spaces?

**Oscar Robayna:** The original agreement that Mr. Gay is mentioning allowed for those spaces to be 500 feet of 780 Fisherman. We focused on locations that were already utilized. Most of the parking lot to the west there is where most of our parking is. People can park along Perviz.

**Chairman Guerrero:** Will there be signs to keep other people from parking in those spots?

**Mr. Robayna:** It's basically public parking. It's for the downtown area and 780 Fisherman.

**Board Member Barnes:** I have a question for Attorney Booker. As a point of clarification the request that we are looking at now is for the resolution of the relocation of 20 parking spaces from the current folio to the end of the right of way of Bahman Avenue in dedication of four parking spaces in the parking lot on the south side of Ali Baba Avenue? It seems like these 20 parking spaces are not at the location as the request says.

**Attorney Booker:** That was something that I was seeking additional clarification on prior to this meeting. What appears in the site plan looks like those 20 additional sites that were shown in the graphic. There was information from the Public Works Director on these additional sites that were dispersed. I was trying to nail down the calculations to make sure we had the right number of what is being provided.

**Board Member Barnes:** Thank you, I just wanted to make sure that was on the record. Based on what this says these parking spaces should be at the end of the right of way of Bahman and 4 spaces of the south side of Ali Baba Avenue. I see the ones on Ali Baba Avenue but I don't see the other 20 at the end of the right of way of Bahman Avenue.

**Oscar Robayna:** *(Explains on the Power point Presentation)* These are the 20 parking spaces that are being mentioned there and in order to finish the offsetting the remaining parking spaces and allow the City to have 100 percent replacement for this actual parking lot you are using right now the additional spaces are being proposed within that 500 ft. radius. This is going to be constructed the site plans regards to the other locations are preliminary site plan which was added on later.

**Chairman Guerrero:** Any other questions?

**Chairman Guerrero:** Public Open is now open. How do we go about this?

**Attorney Booker:** Does the Clerk have anyone that wishes to speak?

**CRA Clerk Hall:** At this time I haven't had any submissions or emails or concerns as of yet.

**Chairman Guerrero:** Public Hearing is now closed.

**Chairman Guerrero:** Can I get a motion for item number one on our agenda.

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny the request. Board Member Lloyd Tyler made a motion to approve the recommending development agreement amendment and approval for the construction and operation of a dialysis center on the property located at 441 Opa-locka Blvd and identified by folio 08-2121-004-0590, in the B-2 zoning district and for the relocation of 20 parking spaces from this site to the end of the right of way of Bahman avenue and the dedication of four parking spaces on the City parking lot on the south side of Ali-Baba Avenue; providing for an effective date. Board Member Dawn Mangham second the motion.

There being no discussion, the motion passed by a 3-1.

Germane Barnes	No
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

**2. APPLICANT NAME:** GPT NW 42<sup>ND</sup> AVENUE OWNER LLC  
90 PARK AVENUE, 32 FLOOR,  
NY, NY 10016

**PROPERTY OWNER:** GPT NW 42<sup>ND</sup> AVENUE OWNER LLC  
90 PARK AVENUE, 32 FLOOR,  
NY, NY 10016

**PROPERTY ADDRESS** 12700 NW 42<sup>ND</sup> AVE. (LEJEUNE RD.)OPA-LOCKA, FL33054

**REQUEST:** A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A WAREHOUSE/DISTRIBUTION CENTER ON THE PROPERTY LOCATED AT 12700 LEJEUNE ROAD IDENTIFIED BY FOLIO 08-2129-000-0032, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

The applicant Mr. Goldstein came before the Planning & Zoning Board to present their project via zoom with a power point presentation. This is an application for a site plan approval. I

would like to request since we are item “3” as well if I could make my presentation once for the benefit for both of these applications if that is okay.

**Chairman Guerrero:** That’s fine.

**Mr. Goldstein:** I didn’t get sworn in but I would be happy to do that.

**Attorney Booker:** If you would like Mr. Goldstein I can go ahead and sworn everyone in that is speaking on behalf of your client.

**Mr. Goldstein:** That would be great.

**Attorney Booker:** Do you all swear that everything on this item will be the truth?

**Mr. Goldstein and Staff \*All in Favor said “Yes”.**

**Mr. Goldstein:** We are requesting site plan approval as well as parking space sides that are allowed in the commercial mix use district. Staff is recommending approval. The property itself is about 28 acres. It currently has an auto auction that has a lot of wrecked vehicles that are up for resale. The property top left slides show the entrance into the property what it looks like. The slide to the upper right from the gratny you can see over the wall of what it looks like. The bottom slide is the canal that separates the north portion of the property just on the other side of the canal. The property is zoned commercial with a mix use overlay. The site plan shows four buildings three of which are very traditional. In order to address the Moorish architecture we’ve done studies and highlighted several portions with Moorish highlights and themes. We think that this is a great investment helping and approving the local economy. The cost is about 53 million dollars and 4 million will go towards permits and impact fees. In terms of traffic there are about 1358 daily trips with the auto auction. We will reduce the reduction in traffic. It will also be a sewer and water main extension for this project as well. It will upgrade the area. We have done a fair amount of outreach in terms of the neighborhood. In terms of the Developer Agreement we spent time putting it together. We committed ourselves and analyzed the infrastructure needs. In terms of jobs we are preparing a community outreach plan hosting job fairs and other things at the time of construction. We will be done building this within 48 months from when we start moving forward. That’s really it in terms of this application. I would like to end my presentation. We are happy to ask any questions at this time. We ask for recommendation of approval for both item 2 and 3.

**Chairman Guerrero:** Are there any questions for the applicant?

*\*(No questions were asked at the moment)*

**Chairman Guerrero:** Can we hear from staff on the item.

**Corion Delaine:** In review of the project due to it being in an industrial area primarily it is not in conflict with the current area. Staff doesn’t have any objections. It is consistent with the other businesses in the current area. In terms of the site plan review it has crossed off all criteria in regards to the operation of the facility. At this time staff is recommending approval of the site plan with any modifications or conditions that may be made by the Planning & Zoning board.



**Chairman Guerrero:** Do we have any questions for staff? Madam Clerk do we have any public opinions?

**CRA Clerk Hall:** No Sir. Chairman at the moment we do not have any comments.

**Chairman Guerrero:** Public comments are closed. Can I get a motion?

**Board Member Barnes:** I move to approve item 2 on the agenda.

**Chairman Guerrero:** Can I get a second?

**Board Member Mangham:** I second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

- 3. APPLICANT NAME:** GPT NW 42<sup>ND</sup> AVENUE OWNER LLC  
90 PARK AVENUE, 32 FLOOR,  
NY, NY 10016
- PROPERTY OWNER:** GPT NW 42<sup>ND</sup> AVENUE OWNER LLC  
90 PARK AVENUE, 32 FLOOR,  
NY, NY 10016
- PROPERTY ADDRESS** 12700 NW 42<sup>ND</sup> AVE. (LEJEUNE RD.) OPA-LOCKA, FL 33054
- REQUEST:** A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A WAREHOUSE/DISTRIBUTION CENTER ON THE PROPERTY LOCATED AT 12700 LEJEUNE ROAD IDENTIFIED BY FOLIO 08-2129-000-0032, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

**Chairman Guerrero:** We've already heard from the applicant. Does staff have anything to add?

**Corion Delaine:** In regards to the DA there were a few adjustments that staff recommended. Staff recommended incorporating the Moorish design into their developer agreement to ensure that they are in compliance with the City code as well as their job fair. We also required a requirement not just to have a job fair but include training also.

**Mr. Goldstein:** For the record, we agree to commit to those conditions. We haven't had a chance to modify the developer agreement yet. We have committed in writing to meet those conditions.

**Attorney Booker:** the legal department has received that correspondence with Mr. Goldstein and they will continue to work out those final provisions as this moves forward.

**Chairman Guerrero:** Any public opinions on this item Madam Clerk?

**CRA Clerk Hall:** No sir.

**Chairman Guerrero:** Can we get a motion on the DA approval?

**Board Member Barnes:** It would be requesting a motion for item number 3 contingent upon the client and the City has agreed upon with an addendum? Is that correct Attorney Booker?

**Attorney Booker:** It would be a motion to approve with the conditions indicated by staff and agreed upon by Mr. Goldstein.

**Board Member Barnes:** I move to approve item 3 contingent upon the items being added to the agreement as agreed upon Mr. Goldstein and his client and the city department.

**Chairman Guerrero:** Can I get a second?

**Board Member Mangham:** I second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

- 4. APPLICANT NAME:** TNJ REALTY, LLC  
2257 SOUTHWEST 132<sup>ND</sup> AVENUE,  
MIRAMAR, FL 33027
- PROPERTY OWNER :** TNJ REALTY, LLC  
2257 SOUTHWEST 132<sup>ND</sup> AVENUE,  
MIRAMAR, FL 33027
- PROPERTY ADDRESS:** SITE COMPOSED OF MULTIPLE PARCELS: 1340 E  
SUPERIOR STREET; 13730 NW 27 AVENUE; 13720 NW 27  
AVENUE; 13620 NW 27 AVENUE; 1245 OPA LOCKA  
BLVD; 1201 OPA LOCKA BLVD; & VACANT PARCEL  
BETWEEN 1245 OPA LOCKA BLVD & 13620 NW 27  
AVENUE; VACANT PARCEL BETWEEN 1201 OPA LOCKA  
BLVD & 1340 E SUPERIOR STREET, OPA LOCKA, FL  
33054
- REQUEST:** A RESOLUTION OF THE PLANNING & ZONING BOARD  
OF THE CITY OF OPA-LOCKA, FLORIDA,  
RECOMMENDING APPROVAL OF THE SITE PLAN FOR  
THE CONSTRUCTION OF A RETAIL CENTER ON THE  
EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET,  
NW 27 AVENUE AND OPA LOCKA BOULEVARD ON THE  
PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-  
2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-  
013-2020, 08-2121-007-2650, 08-2121-007-2660 AND 08-2121-  
007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR  
AN EFFECTIVE DATE.

The applicant Attorney Holland on behalf of TNJ Realty came before the Planning Zoning Board to present their project via zoom with a power point presentation.

**Attorney Holland:** We are a group of small African American investors that are trying to do something in Opa-locka. We are back to you now and we are trying to build a commercial enterprise. We ended up coming with an A-1 tenant Murphy Oil which is a high end which is similar to WAWA. The whole pad will be developed right now and we have a lease with Murphy right now. We are coming back before you to alter the site plan. Murphy is not a low end service station. We are hoping to have the ability to work with career sources and we will have a landscaping plan with the City which will be maintained overtime. Most importantly we would like to have it where the City has a fleet or a gas of stock for them and make it easy for the City. We are coming before you for site plan approval. This tenant gives us the ability to lock the entire site down. We are looking to have a shovel in the ground within the next 3-6 months if approved by you all and we seek your support in this modified site plan. I'm willing to answer any questions at this time.

**Chairman Guerrero:** You said you had prospects or restaurants?

**Attorney Holland:** Due to Covid-19 commercial businesses are struck right now but we anticipate the restaurants to still be the high end.

**Chairman Guerrero:** Any other questions?

**\*No questions were asked.**

**Chairman Guerrero:** Can we hear from staff?

**Corion Delaine:** This project has already come before us. Due to some of the challenges they had to make some alterations. According to the site plan it is in zoning compliance and staff doesn't have any objections. At this time staff is recommending approval of the site plan with any modifications or conditions that may be imposed by the Planning & Zoning board.

**Chairman Guerrero:** Any questions for staff?

**Board Member Barnes:** How many gas stations do we have in the City of Opa-locka?

**Mr. Gay:** There are 13 gas stations in the City of Opa-locka.

**Chairman Guerrero:** Do we have any public opinions madam Clerk?

**CRA Clerk Hall:** No Sir.

**Chairman Guerrero:** Public comments are closed. Can I get a motion on item 4?

**Board Member Tyler:** I move to approve item 4.

**Board Member Barnes:** I second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

**5. APPLICANT NAME:** TNJ REALTY, LLC  
2257 SOUTHWEST 132<sup>ND</sup> AVENUE,  
MIRAMAR, FL 33027

**PROPERTY OWNER :** TNJ REALTY, LLC  
2257 SOUTHWEST 132<sup>ND</sup> AVENUE,  
MIRAMAR, FL 33027

**PROPERTY ADDRESS:** SITE COMPOSED OF MULTIPLE PARCELS: 1340 E  
SUPERIOR STREET; 13730 NW 27 AVENUE; 13720 NW 27  
AVENUE; 13620 NW 27 AVENUE; 1245 OPA LOCKA  
BLVD; 1201 OPA LOCKA BLVD; & VACANT PARCEL  
BETWEEN 1245 OPA LOCKA BLVD & 13620 NW 27  
AVENUE; VACANT PARCEL BETWEEN 1201 OPA LOCKA  
BLVD & 1340 E SUPERIOR STREET, OPA LOCKA, FL  
33054

**REQUEST:** A RESOLUTION OF THE PLANNING & ZONING BOARD  
OF THE CITY OF OPA-LOCKA, FLORIDA,  
RECOMMENDING APPROVAL FOR MODIFICATION OF  
THE DEVELOPMENT AGREEMENT FOR THE  
CONSTRUCTION OF A RETAIL CENTER ON THE  
PARCELS BOUNDED BY SUPERIOR STREET, NW 27  
AVENUE AND OPA LOCKA BOULEVARD AND  
IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-  
2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020,  
08-2121-007-2650, 08-2121-007-2660 AND 08-2121-007-2670  
IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN  
EFFECTIVE DATE.

**Chairman Guerrero:** Can I hear from the applicant on the developer agreement.

**Attorney Holland:** We've already accepted those based on what staff has presented.

**Chairman Guerrero:** Is staff okay?

**Mr. Gay:** Staff is okay with the changes. The real modification is the description of the project itself that is the only change.

**Chairman Guerrero:** Do we have any public comments Madam Clerk?

**CRA Clerk Hall:** No Sir.

**Chairman Guerrero:** Public hearing is closed. Can I get a motion?

**Board Member Barnes:** I move to approve item 5 contingent upon modifications made to the developer agreement as agreed by the client and the City.



**Board Member Tyler:** I second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

**6. APPLICANT NAME:** CITY OF OPA-LOCKA

**PROPERTY OWNER:** CITY OF OPA-LOCKA

**PROPERTY ADDRESS:** THE CITY OF OPA-LOCKA, FL 33054

**REQUEST:** AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31, THE ZONING CODE, ARTICLE X: SIGN REGULATIONS; SIGNAGE DESIGN STANDARDS

A - SECTION 22-245, D PERMITTING OF VINYL SIGNAGE

B - SECTION 22-246 INCREASE SECONDARY SIGN AREA

C - SECTION 22-244 ALLOW NON-CONFORMING POLE SIGNS AND PROVIDE PROCESS CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE ZONING CODE AND AN EFFECTIVE DATE.

**Chairman Guerrero:** Can I hear from staff on the changes of the ordinance.

**Mr. Lee:** This is a sign regulation amendment. The department held three different workshops to get feedback from the public and at those meetings the business community gave us a lot of

comments. The workshops are already done and based on the information they have provided Staff has reviewed and we support approval of this particular amendment.

**Chairman Guerrero:** Does anyone have questions?

**\*No questions were asked.**

**Chairman Guerrero:** Madam Clerk, were there any public comments?

**CRA Clerk Hall:** No Sir. I want to state for the record that board member Hibbert is online with us.

**Board Member Hibbert:** Yes I am.

**CRA Clerk Hall:** I just wanted to state that for the record because I didn't know that you were logged on with us.

**(In the beginning of the meeting during roll-call CRA board Clerk Hall called attendance and at the time of calling board member Claudienne Hibbert she didn't answer and she wasn't logged on at the time.) Since this has taken place Board Member Hibbert only voted on the last item which is item 6.**

**Board Member Hibbert:** I've been here since about 7:06pm

**Chairman Guerrero:** Public comments are closed. Can I get a motion?

**Board Member Barnes:** I move to approve item 6.

**Board Member Mangham:** I second.

**Chairman Guerrero:** Any additional questions or concerns anyone?

There being no discussion, the motion passed by a 5-0.

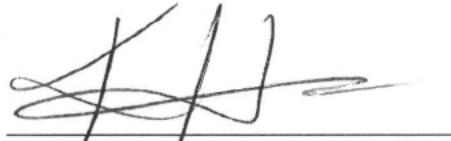
Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

**STAFF UPDATE**


**VI ADJOURNMENT**

Chairman Elio Guerrero adjourned the meeting.

Submitted by

  
Kinshannta Hall  
Planning & Zoning Clerk

ATTEST:

  
Elio Guerrero  
Chairman

*APPROVAL*

*OF*

*MINUTES*

*(DECEMBER 10, 2019)*

**PLANNING & ZONING MEETING  
TUESDAY, December 10, 2019**

**I ROLL CALL:**

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special session on Tuesday, December 10, 2019 at 7:09 p.m. at Sherbondy Village, 215 Perviz Avenue. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, Board Member Lloyd Tyler, & Chairman Elio Guerrero.

\* Board Member Rose Tydus was absence.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker (Works with Attorney Burnadette Norris-Weeks).

**II INVOCATION AND PLEDGE:** Board Member Lloyd Tyler led the Prayer and the Pledge of Allegiance was stated after the Prayer.

**III APPROVAL OF MINUTES: Discussion of Minutes from October 8, 2019 Meeting**

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from October 8, 2019 meeting. Board Member Dawn Mangham made a motion to approve the minutes. Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes



**\*There Were Technical Issues With the Recording Device. Please Be Aware That The Reading Minutes For December 10, 2019 Meeting are Summarized.**

**IV. PUBLIC HEARING:**

- 1. APPLICANT NAME:** DENNIS C. STACKHOUSE  
1314 E. LAS OLAS BLVD 648  
FT. LAUDERDALE, FL 33301
- PROPERTY OWNER :** 441 OPA LOCKA BLVD LLC  
15 PLEASANT STREET  
WOODSTOCK, VT 05091
- PROPERTY ADDRESS:** 441 OPA LOCKA BOULEVARD, OPA-LOCKA, FL 33054
- REQUEST:** A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A DIALYSIS CENTER ON THE PROPERTY LOCATED AT 441 OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2121-004-0590, IN THE B-2 ZONING DISTRICT AND FOR THE RELOCATION OF 20 PARKING SPACES FROM THIS SITE TO THE END OF THE RIGHT OF WAY OF BAHMAN AVENUE AND THE DEDICATION OF FOUR PARKING SPACES ON THE CITY PARKING LOT ON THE SOUTH SIDE OF ALI BABA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

**\*Board Member Claudienne Hibbert-Smith enters the meeting at 7:15pm.**

The Applicant, Mr. Oscar Robayna came before the Planning & Zoning Board to present their project. The applicants provided details on how beneficial that their project and the benefits of contributing to the Community. After presenting the applicants were able to ask any questions.

**Chairman Guerrero:** Any additional questions or concerns anyone?

**Chairman Guerrero:** Any questions for staff? Public hearing is now open for item number one.

**\*Public Hearing is open.**

**\*Public Hearing is now closed (No questions) from the Public were asked.**

**Board Member Tyler: You mentioned encroachment, can you briefly provide more details.**

**\*Applicant Oscar Robayna clarifies encroachment board member asked about and Mr. Gay chimed in as well. Mr. Gay spoke on an issue regarding adjacent property owner next to the Bahman avenue dead end right of way. This is not related to this project.**

**\*City Staff recommends approval. It meets the requirements**

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Germane Barnes made a motion to approve the final site plan review approval for the construction and operation of a dialysis center on the property located at 441 Opa-locka Boulevard and identified by folio 08-2121-004-0590, in the B-2 zoning district and for the relocation of 20 parking spaces from this site to the end of the right of way of Bahman avenue and the dedication of four parking spaces on the City parking lot on the south side of Ali-Baba Avenue; providing for an effective date. Board Member Lloyd Tyler second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert-Smith	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

- 2. APPLICANT NAME:** DENNIS C. STACKHOUSE  
1314 E. LAS OLAS BLVD 648  
FT. LAUDERDALE, FL 33301
- PROPERTY OWNER :** 441 OPA LOCKA BLVD LLC  
15 PLEASANT STREET  
WOODSTOCK, VT 05091
- PROPERTY ADDRESS:** 441 OPA LOCKA BOULEVARD, OPA-LOCKA, FL 33054
- REQUEST:** A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT AMENDMENT AND APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A DIALYSIS CENTER ON THE PROPERTY LOCATED AT 441 OPA-LOCKA BOULEVARD AND IDENTIFIED BY FOLIO 08-2121-004-0590, IN THE B-2 ZONING DISTRICT AND FOR THE RELOCATION OF 20 PARKING SPACES FROM THIS SITE TO THE END OF THE RIGHT OF WAY OF BAHMAN AVENUE AND THE DEDICATION OF FOUR PARKING SPACES ON THE CITY PARKING LOT ON THE SOUTH SIDE OF ALI BABA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

The Applicants came before the Planning & Zoning Board to present their project regarding the Development Agreement. The applicants provided details on how beneficial their project will be providing documents which mainly included the site plan for their project and the benefits of contributing to the Community. After presenting the applicants were able to ask any questions.

**Chairman Guerrero:** Any additional questions or concerns anyone?

Afterwards Mr. Austin the Director of Public Works for the City of Opa-locka comes before the Planning & Zoning Board and makes his suggestions regarding the Development Agreement. It needed more information.

**\*City Staff recommends approval based upon modification made to the Development Agreement made by Public Works as well.**

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Germane Barnes made a motion to defer the item pending resubmission contingent upon approval of PCD Staff and Public Works Staff placed in the Development Agreement for item two. Board Member Lloyd Tyler second the motion.

**\*Item two was approved upon contingent/development agreement. Modifications suggested by Public Works Department.**

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert-Smith	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

**3. APPLICANT NAME:** CITY OF OPA-LOCKA

**PROPERTY OWNER:** CITY OF OPA-LOCKA

**PROPERTY ADDRESS:** THE CITY OF OPA-LOCKA, FL 33054

**REQUEST:** AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31, THE ZONING CODE, ARTICLE X: SIGN REGULATIONS; SIGNAGE DESIGN STANDARDS

A - SECTION 22-245, D PERMITTING OF VINYL SIGNAGE

B - SECTION 22-246 INCREASE SECONDARY SIGN AREA

C - SECTION 22-244 ALLOW NON-CONFORMING POLE SIGNS AND PROVIDE PROCESS

CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE ZONING CODE AND AN EFFECTIVE DATE.

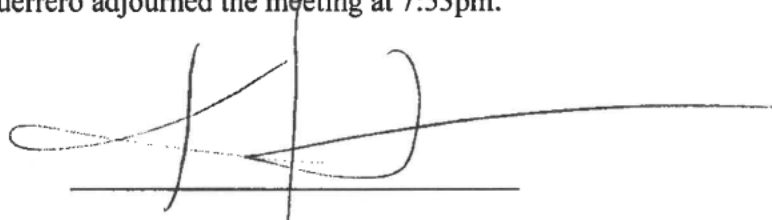
There being a discussion amongst all board members. Mr. Gay stated on the record that he would like to defer item three. It needs more clarification and more documentation and information should be provided therefore item three was deferred. The item will be brought back before the Planning & Zoning board at the next meeting that will take place.

**STAFF UPDATE**

**VI ADJOURNMENT**

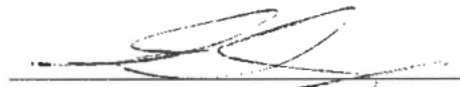
Chairman Elio Guerrero adjourned the meeting at 7:53pm.

Submitted by



Kinshannta Hall  
Planning & Zoning Clerk

ATTEST:



Elio Guerrero  
Chairman





## CITY OF MIRAMAR

An Equal Opportunity Employer

### Mayor

Wayne M. Messam

### Vice Mayor

Alexandra P. Davis

### City Commission

Winston F. Barnes

Maxwell B. Chambers

Yvette Colbourne

### City Manager

Vernon E. Hargray

**"We're at the  
Center of Everything"**

### **Community & Economic Development**

2200 Civic Center Place  
Miramar, Florida 33025

Phone (954) 602-3264  
FAX (954) 602-3448

January 28, 2020

Florida Department of Economic Opportunity  
Attn: James D. Stansbury, Chief  
Bureau of Community Planning and Growth  
Caldwell Building  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-6545

*Subject: City of Miramar Adopted Comprehensive Plan Text  
Amendment (Amendment 19-01ESR)*

Dear Mr. Eubanks,

Pursuant to Section 163.3184(3), Florida Statutes ("F.S."), the City of Miramar is pleased to submit to your Department the newly adopted City of Miramar Comprehensive Plan Text Amendment (Amendment 19-01ESR). The adopted amendment package consists of one paper copy and two electronic copies in Portable Document Format ("PDF") on a CD ROM of the Amendment in strike-through/underline format, a copy of the adoption hearing staff report with pertinent findings and analysis justifying the adoption, along with an executed copy of the ordinance (Ordinance No. 20-06) adopting the Amendment. Electronic copies of the Amendment have also been provided in PDF format to the appropriate review agencies (as listed below).

The Amendment area is designated Regional Activity Center ("RAC") on the City Future Land Use Map. The Amendment involves certain text changes to Policy 1.13 of the Future Land Use Element of the City Comprehensive Plan in order to modify the approved land use program within that land use category. Pursuant to Section 163.3184(3), F.S., the Amendment was previously transmitted to your Department and other review agencies for their review.

In a letter dated September 25, 2019, your Department offered no comment on the Amendment. In an email dated September 24, 2019 the South Florida Water Management District offered one technical assistance comment regarding the need to revise by May 2020 the City Water Supply Facilities Work Plan, in light of the recent approval of the Lower East Coast Water Supply Plan Update by the District's Governing Board. The City is in the process of updating its Water Supply Facilities Work Plan and will submit the required Comprehensive Plan Amendment to your Department and other review agencies by the May 2020 deadline. In an email dated September 25, 2019, the Florida Department of Environmental Protection Department reviewed the submitted amendment package and found that the amendment did not have adverse impacts to important state resources. No other comments were received from the other state review agencies.



## CITY OF MIRAMAR

An Equal Opportunity Employer

Pursuant to state statutes and the City Land Development Code, the Miramar City Commission held a duly advertised public hearing on January 15, 2020 to adopt the Amendment and further authorized its transmittal to your Department for a determination of completeness, by passage of Ordinance No. 20-06 herein enclosed.

Should you have any questions regarding the transmittal package, please feel free to contact Nixon Lebrun, AICP, Senior Planner, City of Miramar Community and Economic Development Department, 2200 Civic Center Place, Miramar, FL, 33025, or by phone at (954) 602-3281 or email: [Nlebrun@miramarfl.gov](mailto:Nlebrun@miramarfl.gov).

Sincerely,

Eric B. Silva, AICP  
Community and Economic Development Director

- c: Vernon E. Hargray, City Manager
- Kelvin L. Baker, Assistant City Manager
- Hector A. Vazquez, AICP, Strategic Development Officer
- Pam E. Booker, City Attorney**
- Nixon Lebrun, AICP, Senior Planner
- Barbara Blake Boy, Executive Director, Broward County Planning Council
- Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council
- Terry Manning, AICP, Policy and Planning Analyst, South Florida Water Management District, Lower East Coast Region
- Stacy Miller, Director of Transportation Development, State of Florida Department of Transportation, District 4
- Robin Jackson, Historic Preservationist, Florida Department of State
- Lindsay Weaver, Environmental Specialist, Florida Department of Environmental Protection

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Center of Everything"

### Community & Economic Development

2200 Civic Center Place  
Miramar, Florida 33025

Phone (954) 602-3264  
FAX (954) 602-34488

Attachments: City of Miramar *Adopted* Comprehensive Plan Amendment  
Adoption Hearing Staff Report  
Executed City Ordinance Adopting the Comprehensive Plan  
Text Amendment (Ordinance 20-06)

**File Attachments for Item:**

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

**Submitted By:** William Rowley, District Chief

For Informational Purposes Only



10/2/2020

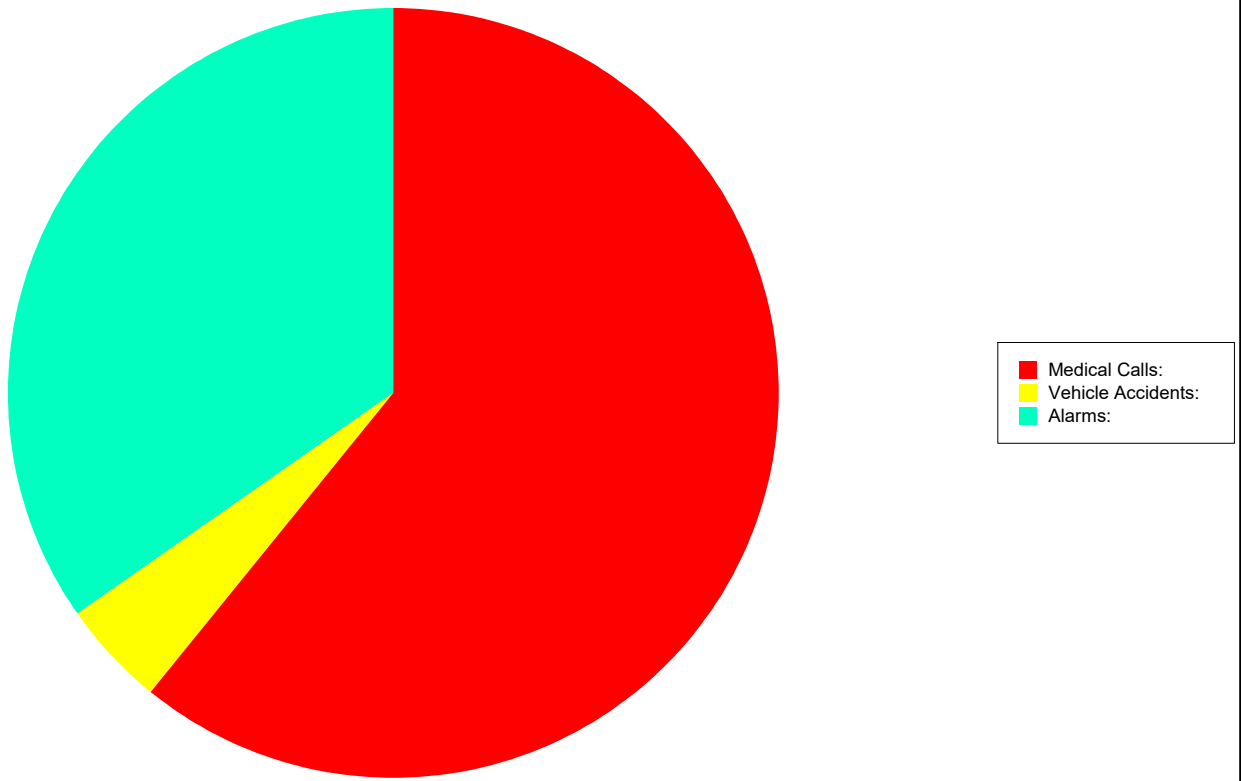
# Palm Beach County Fire Rescue

## Westlake - # of Calls by Type

20200901 to 20200930

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	14
Vehicle Accidents:	1
Alarms:	8
<b>Total number of Events:</b>	<b>23</b>

### Calls by Situation Dispatched





10/2/2020

# Palm Beach County Fire Rescue

## Westlake Response Time Report

### 20200901 to 20200930

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
<b>Emergency Calls:</b>														
F20146122	22	135	5985 WHIPPOORWILL CIR WLK	09/01/2020		00:50:45	00:50:52	00:51:32	00:58:12	01:14:01	0:00:32	0:00:40	0:06:40	0:07:52
F20146159	22	110	15739 GOLDFINCH CIR WLK	09/01/2020	04:42:13	04:42:32	04:42:42	04:43:43	04:49:21	05:34:54	0:00:29	0:01:01	0:05:38	0:07:08
F20147161	22	179	15588 GOLDFINCH CIR WLK	09/02/2020	19:50:22	19:50:40	19:50:51	19:51:49	19:58:58	20:02:50	0:00:29	0:00:58	0:07:09	0:08:36
F20155107	22	110	5960 BUTTONBUSH DR WLK	09/16/2020	18:01:18	18:02:03	18:02:14	18:03:10	18:07:36	18:19:21	0:00:56	0:00:56	0:04:26	0:06:18
F20155370	22	170	5946 BUTTONBUSH DR WLK	09/17/2020	08:12:52	08:13:30	08:13:41	08:14:09	08:18:44	08:37:21	0:00:49	0:00:28	0:04:35	0:05:52
F20157277	22	460	60TH ST N/SEMINOLE PRATT WHITNEY RD \	09/20/2020	13:27:42	13:27:54	13:28:05	13:28:40	13:31:30	13:52:05	0:00:23	0:00:35	0:02:50	0:03:48
F20160217	22	930	5867 WHIPPOORWILL CIR WLK	09/25/2020		14:53:55	14:54:04	14:54:59	14:59:45	15:01:32	0:00:34	0:00:55	0:04:46	0:06:15
F20161717	22	170	5080 SEMINOLE PRATT WHITNEY RD WLK	09/28/2020	07:12:41	07:13:12	07:13:19	07:13:45	07:17:37	07:45:41	0:00:38	0:00:26	0:03:52	0:04:56
<b>Average Response Times:</b>											<b>0:00:36</b>	<b>0:00:45</b>	<b>0:05:00</b>	<b>0:06:21</b>
<b>Non Emergency Calls:</b>														
F20151291	22	77	15959 WHIPPOORWILL CIR WLK	09/10/2020		06:14:49	06:15:01	06:16:03	06:22:31	07:12:46	0:00:37	0:01:02	0:06:28	0:08:07
F20157214	22	76	4003 SEMINOLE PRATT WHITNEY RD WLK	09/20/2020		11:11:10	11:11:16	11:12:00	11:16:02	12:08:31	0:00:31	0:00:44	0:04:02	0:05:17
F20157600	22	76	4003 SEMINOLE PRATT WHITNEY RD WLK	09/21/2020		00:37:52	00:38:01	00:39:29	00:43:02	00:53:12	0:00:34	0:01:28	0:03:33	0:05:35
F20158198	22	76	4003 SEMINOLE PRATT WHITNEY RD WLK	09/22/2020		00:35:59	00:36:03	00:37:40	00:41:32	00:45:24	0:00:29	0:01:37	0:03:52	0:05:58
F20158312	22	76	5026 SEMINOLE PRATT WHITNEY RD WLK	09/22/2020		08:53:22	08:53:31	08:53:46	08:57:50	09:02:08	0:00:34	0:00:15	0:04:04	0:04:53
F20158757	22	76	4003 SEMINOLE PRATT WHITNEY RD WLK	09/23/2020		00:36:26	00:37:38	00:38:54	00:43:17	01:01:54	0:01:37	0:01:16	0:04:23	0:07:16
F20159329	22	76	4003 SEMINOLE PRATT WHITNEY RD WLK	09/24/2020		00:36:00	00:36:11	00:37:29	00:40:49	00:51:39	0:00:36	0:01:18	0:03:20	0:05:14
F20160698	26	76	5949 140TH AVE N WLK	09/26/2020		11:09:45	11:09:52	11:10:46	11:14:50	11:31:37	0:00:32	0:00:54	0:04:04	0:05:30
F20160747	22	211	5954 BUTTONBUSH DR WLK	09/26/2020	12:23:32	12:24:05	12:24:10	12:25:15	12:28:25	12:37:46	0:00:38	0:01:05	0:03:10	0:04:53
<b>Corrupt Data:</b>														
F20147503	22	110	16650 TOWN CENTER PKWY S WLK	09/03/2020		13:02:25	13:02:35		13:02:35	13:11:21	Empty Time Fields			
F20147634	22	600	16650 TOWN CENTER PKWY S WLK	09/03/2020		17:17:24	17:17:25		17:17:25	17:17:58	Empty Time Fields			
F20150532	32	600	16650 TOWN CENTER PKWY S WLK	09/08/2020		19:34:10	19:34:18		19:34:18	19:34:36	Empty Time Fields			
F20151567	22	110	16650 TOWN CENTER PKWY S WLK	09/10/2020		14:43:50	14:43:52		14:43:55	14:59:41	Empty Time Fields			





10/2/2020

# Palm Beach County Fire Rescue

## Westlake Response Time Report

### 20200901 to 20200930

Event #	Station	Sit	Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F20155554	22	170		16650 TOWN CENTER PKWY S WLK	09/17/2020		13:53:24	13:53:26		13:53:26	14:18:31	Empty Time	Fields		
F20160084	22	150		16650 TOWN CENTER PKWY S WLK	09/25/2020		10:59:38	10:59:39		10:59:39	11:10:31	Empty Time	Fields		

**Total number of Events:** 23

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

**File Attachments for Item:**

B. Palm Beach County Sheriff's Office - Monthly Report: September

**Submitted By:** Lieutenant Craig Turner, Commander

For Informational Purposes Only

## District 18 City of Westlake

### Monthly Report: September 2020



Calls for Service	Monthly
Business/Residence Checks	1,912
Traffic Stops	55
Calls for Service (Excluding 1061's)	157
<b>All CAD Calls – Total*</b>	<b>2,069</b>

Traffic Summary	Monthly
Warnings (Written and Verbal)	47
Citations	16
<b>Total</b>	<b>63</b>

Data Source: Motorola Premier 1  
\*Omit Miscellaneous Calls

**Summary:** During the month of September, there were 2,069 generated calls within the district. 95% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Shooting	0
Sexual Assault	0
Robbery	0
Burglary- Business	0
Burglary- Residential	0
Burglary- Vehicle	0
Burglary- Construction	0
Larceny	0
Motor Vehicle Theft	0
Vandalism	0
Fire	0
<b>Total</b>	<b>0</b>

**There were no cases for the month of September.**

**File Attachments for Item:**

Palm Beach County Sheriff's Office - Monthly Report: October

**Submitted By:** Lieutenant Craig Turner, Commander

For Informational Purposes Only

## District 18 City of Westlake

### Monthly Report: October 2020



Calls for Service	Monthly
Business/Residence Checks	1,447
Traffic Stops	79
Calls for Service (Excluding 1061's)	199
<b>All CAD Calls – Total*</b>	<b>1,646</b>

Traffic Summary	Monthly
Warnings (Written and Verbal)	82
Citations	17
<b>Total</b>	<b>99</b>

Data Source: Motorola Premier 1  
\*Omit Miscellaneous Calls

**Summary:** During the month of October, there were 1,646 generated calls within the district. 93% of these calls were self-initiated.

Crimes	Monthly
Homicide	0
Robbery	0
Sexual Assault	1
Shooting	0
Stabbing	0
Burglary- Business	0
Burglary- Construction	2
Burglary- Residential	0
Burglary- Vehicle	0
Larceny	1
Motor Vehicle Theft	1
Vandalism	0
Fire	0
<b>Total</b>	<b>5</b>



**Sexual Assault:**

REPORT #	RECEIVED DATE/TIME	ADDRESS	BEAT	NOTATION
20118956	10/21/2020 17:30	Buttonbush Dr	18-11	Victim reported being sexually assaulted at her residence by a friend of a friend.

**Construction Burglary:**

REPORT #	DATE/TIME FROM	DATE/TIME TO	ADDRESS	BEAT	NOTATIONS
20115001	10/9/20 17:00	10/9/20 18:00	Jasmine Ln	18-11	Victim is a construction worker and left his drill at the construction site. When he returned to where he left it, it was missing.
20120423	10/23/2020 16:30	10/26/2020 9:30	Goldfinch Cir	18-11	Unknown suspect(s) entered the residence that is under construction and removed (3) ladders that were secured with a cable. The ladders were marked with "Sir Electric" in black paint.

**Larceny:**

REPORT #	DATE/TIME FROM	DATE/TIME TO	ADDRESS	BEAT	ITEMS TAKEN	NOTATIONS
20118204	9/28/20 0:01	10/19/20 11:39	Buttonbush Dr	18-11	Glock (SN ABDS367)	Complainant's <b>firearm</b> was taken from a hidden compartment in her center console sometime in the past 3 weeks. She is unsure where/when exactly it was taken.

**Motor Vehicle Theft:**

REPORT #	RECEIVED DATE/TIME	BEAT	ADDRESS	NOTATION
20120410	10/26/20 09:20	18-11	Starfish Rd	Unknown suspect(s) removed a flatbed trailer from the construction site.

**File Attachments for Item:**

Palm Beach County Fire Rescue - Monthly Report: October

**Submitted By:** William Rowley, District Chief

For Informational Purposes Only



11/10/2020

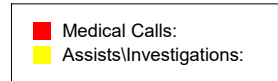
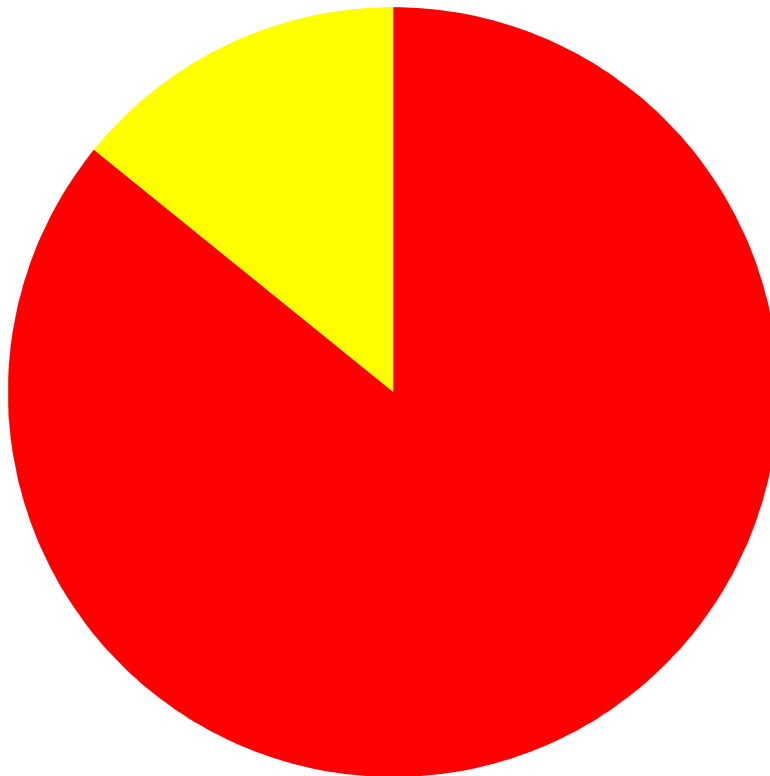
# Palm Beach County Fire Rescue

## Westlake - # of Calls by Type

20201001 to 20201031

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	6
Assists\Investigations:	1
<b>Total number of Events:</b>	<b>7</b>

### Calls by Situation Dispatched





11/10/2020

# Palm Beach County Fire Rescue

## Westlake Response Time Report

### 20201001 to 20201031

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
<b>Emergency Calls:</b>														
F20173535	22	900	TOWN CENTER PKWY N/SEMINOLE PRATT WH	10/17/2020	21:30:32	21:31:11	21:31:42	21:31:52	21:37:00	22:04:38	0:01:10	0:00:10	0:05:08	0:06:28
F20177036	22	133	5915 SWITCHGRASS LN WLK	10/23/2020	21:46:48	21:47:39	21:47:47	21:49:20	21:53:43	22:03:40	0:00:59	0:01:33	0:04:23	0:06:55
F20178301	22	54	5088 SEMINOLE PRATT WHITNEY RD WLK	10/25/2020		21:39:10	21:39:18	21:40:05	21:42:36	21:45:11	0:00:33	0:00:47	0:02:31	0:03:51
F20179198	22	820	4601 SEMINOLE PRATT WHITNEY RD WLK	10/27/2020		10:48:25	10:48:32	10:49:15	10:52:17	11:40:16	0:00:32	0:00:43	0:03:02	0:04:17
F20180375	22	605	16077 WHIPPOORWILL CIR WLK	10/29/2020		09:17:41	09:18:00	09:18:32	09:23:11	09:37:02	0:00:44	0:00:32	0:04:39	0:05:55

**Average Response Times:**      **0:00:47**    **0:00:45**    **0:03:57**    **0:05:29**

**Corrupt Data:**

F20173517	22	350	16650 TOWN CENTER PKWY S WLK	10/17/2020		20:44:40	20:44:44		20:44:44	21:27:34	Empty Time Fields			
F20173868	22	600	16650 TOWN CENTER PKWY S WLK	10/18/2020		13:03:29	13:03:31		13:03:31	13:04:01	Empty Time Fields			

**Total number of Events:**        7    

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