

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting

Tuesday, March 03, 2026, at 6:00 PM

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

Live Broadcasting:

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

Meeting ID: 2632 888 9851 | Password: hello

or

United States Toll: +1-650-479-3208

CITY COUNCIL:

JohnPaul O'Connor, Mayor

Greg Langowski, Vice Mayor

Gary Werner, Council Member – Seat 1

Erik Gleason, Council Member – Seat 2

Charlotte Leonard, Council Member – Seat 3

CITY STAFF:

Zoie P. Burgess, CMC, Acting City Manager

Odet Izquierdo, Acting City Clerk

Donald J. Doody, Esq., City Attorney

Osniel Leon, AICP, Planning and Zoning

Suzanne Dombrowski, P.E., ENV SP, Engineering

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS

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

PRESENTATION/PROCLAMATIONS

- [A.](#) Proclamation 2026-05 - Florida Bicycle Month
- [B.](#) Proclamation 2026-06 - Let's Move Palm Beach County
- [C.](#) Proclamation 2026-07 - Women's History Month

CONSENT AGENDA

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

- [A.](#) MINUTES_City Council Regular Meeting - 11.04.2025 DRAFT
- [B.](#) MINUTES_City Council Regular Meeting - 01.06.2026 DRAFT
- [C.](#) MINUTES_City Council Regular Meeting - 02.03.2026 DRAFT
- [D.](#) Monthly Financial Report - January

PUBLIC HEARING

- [A.](#) **ADOPTION (SECOND READING):** Ordinance 2025-09 – 2025 10-Year Water Supply Facilities Work Plan.

Submitted By: Planning and Zoning

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO APPROVE FOR TRANSMITTAL AND SUBSEQUENT ADOPTION BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT; PROVIDING FOR

TRANSMITTAL TO FLORIDACOMMERCE (THE STATE LAND PLANNING AGENCY); PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

NEW BUSINESS

- A.** SpringFest 2026 Temporary Land Use Agreement
Submitted by: Administration

CITY COUNCIL COMMENTS

- A. Councilwoman Charlotte Leonard
- B. Councilman Erik Gleason
- C. Councilman Gary Werner
- D. Vice Mayor Greg Langowski
- E. Mayor JohnPaul O'Connor

REPORT - STAFF

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

PUBLIC COMMENTS

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ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): April 7, 2026

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

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

AGENDA POSTED: February 25, 2026

File Attachments for Item:

A. Proclamation 2026-05 - Florida Bicycle Month

Proclamation

DECLARING MARCH 2026 AS FLORIDA BICYCLE MONTH

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

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

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY OF WESTLAKE, assembled in regular session this 3rd day of March 2026, that the month of March 2026, in City of Westlake, is hereby proclaimed:

Florida Bicycle Month

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 3rd day of March 2026.

JohnPaul O'Connor, Mayor

ATTEST:

Odet Izquierdo, Acting City Clerk

File Attachments for Item:

B. Proclamation 2026-06 - Let's Move Palm Beach County

Proclamation

DECLARING MARCH 2026 LET'S MOVE PALM BEACH COUNTY MONTH

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

WHEREAS, in 2014 Digital Vibez became a nonprofit to reach out to underserved youth in Palm Beach County by empowering them through dance fitness, technology and the arts; and

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

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

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

WHEREAS, Digital Vibez and the Palm Health Foundation invite all residents to take the challenge to MOVE by forming teams, registering online, committing to exercising for at least 30 minutes a day throughout the month of March, and logging their minutes on the *Let's Move* website, www.letsmovePBC.org. In 2012, Palm Beach County logged 100,000 minutes in the first year of the challenge and we have met the challenge each year since, rising in 2025 to over 101 million minutes logged!

NOW, THEREFORE, I, _____, Mayor of Westlake, do hereby proclaim the month of March, as:

Let's Move Palm Beach County

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

PROCLAIMED this 3rd day of March, 2026.

JohnPaul O'Connor, Mayor

ATTEST:

Odet Izquierdo, Acting City Clerk

File Attachments for Item:

C. Proclamation 2026-07 - Women's History Month

Proclamation

DECLARING MARCH 2026 WOMEN’S HISTORY MONTH

WHEREAS, in 1987, the United States Congress named the month of March as “Women’s History Month” in special recognition of the many contributions women have made to our country’s history and heritage; and

WHEREAS, the City of Westlake is proud to join in the celebration of Women’s History Month, and the 2026 theme, **Moving Forward Together! Women Educating & Inspiring Generations**, recognizing women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions; and

WHEREAS, Women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, Women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role women in history play has been consistently overlooked and undervalued, in the literature, teaching and study of American history;

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL AND THE PEOPLE OF THE CITY OF WESTLAKE, I, JOHNPAUL O’CONNOR, MAYOR OF THE CITY OF WESTLAKE, BY VIRTUE OF THE AUTHORITY VESTED IN ME, DO HEREBY OFFICIALLY PROCLAIM AND RECOGNIZE MARCH 2026:

“WOMEN’S HISTORY MONTH”

BE IT FURTHER PROCLAIMED BY THE CITY OF WESTLAKE that this proclamation is duly sealed, ribboned and approved by the members of this Council.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 3rd day of March 2026.

JohnPaul O’Connor, Mayor

ATTEST:

Odet Izquierdo, Acting City Clerk

File Attachments for Item:

A. MINUTES_City Council Regular Meeting - 11.04.2025 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting

Tuesday, November 04, 2025 at 6:00 PM

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

CITY COUNCIL:

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

CITY STAFF:

Zoie P. Burgess, CMC, Acting City Manager
Odet Izquierdo, Acting City Clerk
Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

A regular meeting of the City Council of the City of Westlake was held on Tuesday, November 4, 2025, at 6:00 PM., at The Lodge at Westlake Adventure Park, 5490 Kingfisher Blvd. Members of the public also attended the meeting through electronic means and accessed as follows:

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

Meeting ID: 2632 888 9851
Password: hello

2. Participants also dialed in using the following number:

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

CALL TO ORDER

Mayor O'Connor called the City of Westlake regular meeting of Tuesday, November 4, 2025, to order at 6:01 PM.

ROLL CALL

Present and constituting a quorum:

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

Also present:

Zoie P. Burgess, CMC, Acting City Manager
Sean M. Swartz, Esq., City Attorney
Odette Izquierdo, Acting City Clerk

PLEDGE OF ALLEGIANCE

Mayor O'Connor led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

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

Vice Mayor Langowski made a motion to approve the agenda as presented. Seconded by Councilman Werner.

ROLL CALL

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

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

PUBLIC COMMENTS

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

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber provided a monthly update on street lighting issues. He reported having a one-hour conversation today about the problems, noting there were boring issues and permits needed. While lights on backorder seemed to be coming in and would be fixed soon, he expressed frustration that 57 lights remained out. He hoped to report better news next month that everything was lit.

Councilman Werner asked Mr. Farber about the new lighting on Seminole Pratt, noting the previous city manager had told him it would be coming in three months beginning of summer but wasn't there yet. Mr. Farber explained the project was in "status 60," meaning months away from getting started.

PRESENTATIONS/PROCLAMATIONS

- A. Palm Beach County School District New School Update: Facility Plan, Design Status & Schedule, anticipated Traffic Impacts and Curriculum

Presented By: Mr. David Dolan, MBA Chief of Facilities Management, Dr. Ana Arce-Gonzalez, Instructional Superintendent, Maria Bishop, Chief Academic Officer

Mr. Dolan presented the plans for Elementary School 23-H to be built at the corner of Persimmon and Green in Westlake. The school will use the same prototype as Arden and Blue Lake school in Boca Raton a 96,900 square foot, three-story classroom building with 971 student stations. The site will accommodate 128 vehicles for on-site queuing and 161 parking spaces. Bus loops will be located in the southern area of the site.

Design is well underway with construction anticipated to start in March 2026, taking 16-18 months with an expected opening in August 2027. The school will feature low energy use intensity design with solar panels for sustainability. Golf cart drop-off and pickup areas are planned to help reduce road traffic.

The first floor will house the cafeteria, kitchen, art and music rooms, and administration. The media center will be on the second floor with its distinctive glass windows. Kindergarten and first grade will be on the first floor, second and third grades on the second floor, and fourth and fifth grades on the third floor. The third floor will have group restrooms while lower floors have individual classroom restrooms.

Regarding traffic, the school will have a dedicated right-turn lane on Green Street to keep traffic flowing. Combined with on-site queuing, they can accommodate approximately 180 cars total. There will be separate gates for golf carts and pedestrians/bicycles. The pedestrian path along Persimmon will be widened from 8 to 12 feet. Different release times for cars versus walkers/bicyclists/golf carts are being considered.

Mr. Sipple explained the boundary process would begin in spring 2026, starting with data analysis including enrollment projections, school capacity comparisons, and scenario development. The Attendance Boundary Committee (ABC) will hold public meetings to review studies and gather input. The committee makes recommendations to the superintendent, who then recommends to the school board for a final vote. The school will primarily serve students from Golden Grove and Loxahatchee Groves areas. They track development closely, including certificates of occupancy and actual enrollment to project student populations.

Ms. Bishop and Dr. Arce-Gonzales discussed academics, noting the school will have standard elementary curriculum for grades K-5. Decisions about pre-K, ESE programs, magnet programs, or gifted programs will be made based on community needs assessments once boundaries are determined. The school will have standard

facilities for PE, art, music, and media center. Extended care/after-school programs are typically offered but details are still being determined.

When asked about school grades, they explained that new schools receive grades after one year once students take state assessments. The principal selection will involve community input, as will decisions about the school's name, mascot, and colors.

Councilman Werner asked about security provisions, with Mr. Dolan confirming perimeter fencing, double gates at entrances, and a school resource officer. Councilman Werner also asked about contacts for the parents of the community regarding any questions they may have regarding the new school. Mr. Dolan provided several contact points.

Mayor O'Connor opened for public comment.

Public Comment – Dr. Anita Kaplan – 5459 Santa Rosa Ln – Dr. Kaplan thanks the school board for coming to the council meeting and proving such an extensive presentation of the new school as well as the council. She also mentions how she still needs some clarification regarding the boundary / zoning logistics.

Mr. Sipple gave a quick overview of the boundary and zoning procedure.

Public Comment – Ms. Krystal Lexima – 15211 Wildwood Circle - Ms. Lexima would like to know how residents would get correspondence about the upcoming ABC meetings held by the school board. As well as considering all the neighboring schools that are impacted by Westlake students.

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres thanks the Palm Beach School Board for coming and presenting such a detail presentation. Ms. Torres also inquires about how many jobs we can expect to add to the city through the school and when the application process would start and is there any preference given to residents.

PBSO provided the monthly report for October.

Fire Rescue provided the monthly report for October.

CONSENT AGENDA

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- A. Minutes_ City Council Comprehensive Plan Workshop - 10.07.2025 DRAFT
- B. Minutes_City Council Regular Meeting - 10.07.2025 DRAFT
- C. Financial Report - September 2025

Mayor O'Connor called for a motion to approve Consent Agenda.

Motion by Vice Mayor Langowski to approve Consent Agenda as presented, seconded by Councilman Werner.

ROLL CALL

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

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

PUBLIC HEARING

NEW BUSINESS

- A. Resolution 2025-31- Support of the construction of 60th Street North from Seminole Pratt Whitney Road to State Road 7.

Submitted By: Administration

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, EXPRESSING ITS SUPPORT OF THE CONSTRUCTION OF 60TH STREET NORTH FROM SEMINOLE PRATT WHITNEY ROAD TO STATE ROUTE 7; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read the resolution by title only.

Acting City Manager, Ms. Burgess, explained this resolution expresses the city's support for the construction of 60th Street North from Seminole Pratt Whitney Road to State Road 7 as necessary for east-west connectivity. Once passed, it will be sent to Palm Beach County. Vice Mayor Langowski requested the city have a presence at the county commission to advocate for this road.

Motion by Councilman Gleason to approve Resolution 2025-31, seconded by Councilman Werner.

ROLL CALL

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

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

- B. Inframark LLC Services contract – Fee Increase: One (1) Full Time Personnel for Housing Assistance Program

Submitted By: Administration

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN INFRAMARK, LLC AND CITY OF WESTLAKE FOR ADDITIONAL PERSONNEL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read the resolution by title only.

Acting City Manager, Ms. Burgess, presented a memorandum of understanding with Inframark for one additional full-time personnel to manage the housing assistance program. The position will cost \$140,250 annually and be funded by the HAPPY Special Revenue Fund, which has approximately \$4.7 million available. Mayor O'Connor clarified this is not coming from the regular budget but strictly from HAPPY funds.

Councilman Werner requested better reporting from Inframark on what this staff member accomplishes, including marketing efforts, number of applicants, loans committed and consummated. Acting City Manager, Ms. Burgess agreed to provide regular updates on HAPPY program status and work with Inframark on more detailed invoices.

Motion by Councilman Werner to approve Resolution 2025-33, seconded by Councilwoman Leonard.

ROLL CALL

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

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

- C. RESOLUTION 2025-32 - Adopting the 2024 revised Palm Beach County Local Mitigation Strategy Plan

Submitted By: Administration

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND ADOPTING THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; PROVIDING FOR TRANSMITTAL TO PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read the resolution by title only.

Acting City Manager, Ms. Burgess, explained this housekeeping item formally adopts the 2024 revised Palm Beach County Local Mitigation Strategy Plan, which is required by FEMA every five years for comprehensive mitigation planning and securing disaster assistance funds.

Motion by Vice Mayor Langowski to approve Resolution 2025-32, seconded by Councilman Gleason.

ROLL CALL

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

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

- D. City of Westlake Lighting Recognition Schedule

Submitted By: Administration

Mayor O'Connor introduced the item.

Council discussed the lighting recognition schedule for monument signs and roundabouts. Councilman Gleason requested adding Law Enforcement Week (week of May 15th) in blue. Council agreed to also add fire department recognition for the week of September 11th in red.

- E. Solid Waste & Recyclable Collection Services Agreement between City of Westlake and Waste Management Inc.

Submitted By: Administration

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE SOLID WASTE AND RECYCLABLE COLLECTION SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read the resolution by title only.

Acting City Manager, Ms. Burgess, explained the resolution authorizes a five-year agreement with Waste Management Inc. for comprehensive solid waste, recycling, and vegetative waste collection beginning December 1, 2025. The agreement includes twice-week residential collection, weekly recycling and yard waste pickup, and support for city events.

Councilman Werner objected to the flat 5% annual increase provision, preferring the current agreement's provision of CPI or 5%, whichever is less. Mr. Sabin from Waste Management explained the 5% cap was modeled into their pricing and protects the city if CPI exceeds 5%. He noted they had already reduced their rate from the original bid amount.

Council discussion continued.

Motion by Councilwoman Leonard to approve Resolution 2025-34, seconded by Councilman Gleason.

ROLL CALL

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

With all in favor, motion carried with dissent (4-1).

CITY COUNCIL COMMENTS

Councilwoman Leonard wished everyone a happy Thanksgiving and recognized veterans for Veterans Day, honoring them for putting their lives on the line for our country.

Councilman Gleason echoed the Thanksgiving and Veterans Day wishes. Clarified that Planet Fitness's hours reduction was not the city's doing and they have the option to extend hours if needed. Stated that 24-hour businesses do not attract crime based on his two decades of law enforcement experience.

Councilman Gleason also proposed using Arts in Public Places funds for student-designed bike racks at school bus stops, noting bikes have gone missing including his son's. Suggested partnering with high school juniors and seniors to design racks, working with SID or HOAs for placement, and possibly awarding the winner a laptop. Council expressed interest in exploring this opportunity.

Councilman Werner wished the community Happy Thanksgiving and Happy Veterans Day with no further comments.

Vice Mayor Langowski extended Thanksgiving wishes and thanks to veterans. Reminded everyone of the Education Advisory Board meeting Thursday at 6 PM and requested copies of the school district presentation be provided to board members.

Mayor JohnPaul O'Connor wished everyone a Happy Thanksgiving and announced the December 7th holiday pop-up market with record vendor participation and a snow globe for photos. Mentioned his birthday on November 15th. Thanked first responders, council colleagues, and the Education Advisory Board for their work bringing clarity to the school presentation.

REPORT - CITY ATTORNEY

Nothing to report.

REPORT - CITY MANAGER

Ms. Burgess acknowledged receipt of the first "Key to the City" plaque to Mr. Cassel, noting it is Westlake's very first key to be presented. Ms. Burgess announced the Education Advisory Board's first spirit night at Jabrewski's to support local schools will be Wednesday, November 4, 2025..

PUBLIC COMMENTS

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres agreed with Councilman Gleason regarding his bike rack idea, also asked where she could find the next Art and Public Places meeting.

Public Comment – Jim August – 4654 Woodland Way – Mr. August expressed concern about lack of after-school programs for girls in the community. He mentioned a struggling business near Aldi trying to offer dance and art programs but unable to afford proper signage. He emphasized that while boys have sports, girls need activities to avoid getting lost. Mayor O'Connor acknowledged this as a request for city awareness and support of a small business.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 7:57 PM.

Odet Izquierdo, Acting City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

B. MINUTES_City Council Regular Meeting - 01.06.2026 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting

Tuesday, January 06, 2026 at 6:00 PM

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

CITY COUNCIL:

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

CITY STAFF:

Zoie P. Burgess, CMC, Acting City Manager
Odet Izquierdo, Acting City Clerk
Donald J. Doody, Esq., City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

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

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

Meeting ID: 2632 888 9851
Password: hello

2. Participants also dialed in using the following number:

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

CALL TO ORDER

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

ROLL CALL

Present and constituting a quorum:

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

Also present:

Zoie P. Burgess, CMC, Acting City Manager
Donald J. Doody, Esq., City Attorney
Odet Izquierdo, Acting City Clerk

PLEDGE OF ALLEGIANCE

Mayor O'Connor led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

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

Councilman Werner made a motion to approve the agenda as presented. Seconded by Councilman Gleason.

ROLL CALL

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

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

PUBLIC COMMENTS

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

PBSO gave their monthly report.

Fire Rescue also provided their monthly report.

Public Comment – Ms. Marjorie Perry – 5351 Saint Armands Way - Ms. Perry asked what the city council thought about Project Tango and whether they had any input. Council members indicated they had been instructed by counsel that it would not be appropriate to discuss it on the dais but offered to share their personal opinions off the dais. Mayor O'Connor stated he had looked into it deeply and would be happy to discuss it via email or phone.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber shared a couple of concerns about people doing donuts in cars at night, leaving tire marks on streets. He provided a street lighting update, 55 lights were out, now down to 33, with 22 fixed. Also sharing a bit of feedback of the holiday market, noting poor council turnout, lack of holiday atmosphere, and insufficient Westlake branding. He suggested improvements including proper placement of Santa and snow globe displays, holiday music instead of a DJ, and prominent Westlake branding banners at the entrance

PRESENTATIONS/PROCLAMATIONS

A. Proclamation 2026-01 - Martin Luther King Jr. Day

Mayor O'Connor read the Proclamation 2026-01 into the record declaring January 19th, 2026 as Martin Luther King Junior Day.

B. Proclamation 2026-02 - Holocaust Remembrance Day

Mayor O'Connor read the Proclamation 2026-02 into the record declaring January 27th, 2026 as Holocaust Remembrance Day.

CONSENT AGENDA

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

- A. MINUTES_City Council and Seminole Improvement District Joint Workshop 09.02.2025 DRAFT
- B. MINUTES_City Council Regular Meeting - 12.02.2025 DRAFT
- C. MINUTES_City Manager Application Review by FCCMA Senior Advisors Minutes 12.09.2025 DRAFT
- D. Monthly Financial Report - November

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

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

ROLL CALL

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

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

PUBLIC HEARING - QUASI JUDICIAL

- A. SPR-2025-04:** The applicant is requesting approval of a Site Plan Review for a proposed motor vehicle repair use known as Mavis Tires & Brakes – City of Westlake on Parcel A within the Publix at Westlake Plaza development. Parcel A is located on the east side of the Publix at Westlake Plaza site and abuts the north side of Parcel B. The proposed development consists of a 5,636-square-foot building.

Submitted By: Planning and Zoning

This item was tabled to the February 2026 meeting.

- B. MSP-2025-03:** The applicant is requesting Master Sign Plan approval for Pod G North to be known as Town Center West, located West of Seminole Pratt Whitney Road, South of Town Center Pkwy N, and North of Town Center Pkwy S. The plan includes two (2) previously approved Pod Entry Monument signs and six (6) ground signs, arranged in two (2) sign groupings at the north, east, and south entrance of Pod G North. The subject application includes five (5) waivers.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Doody read the ordinance by title only.

Mr. Cleves with Planning and Zoning presented the application which included 5 waivers.

Mr. Hearing also gave his presentation.

Council discussion and questions ensued.

Mayor O'Connor opened the public hearing and asked for public comments. Hearing none, he closed the public hearing.

After closing the public hearing, Mayor O'Connor outlined two conditions for approval.

Motion by Councilman Werner to approve the proposed sign plan with the 2 conditions specified by the mayor and the waivers as requested and recommended by staff, seconded by Vice Mayor Langowski

ROLL CALL

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

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

PUBLIC HEARING

- A. **SECOND READING:** Ordinance 2025-10 – Chapter 111 & Chapter 101 Zoning Text Amendment (Recreation, Indoor Sport Court)

Submitted By: Planning and Zoning

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY OF WESTLAKE CODE OF ORDINANCES BY AMENDING CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS,” TO REVISE SECTION 101-1, “DEFINITIONS AND ACRONYMS,” TO ESTABLISH A DEFINITION FOR “RECREATION, INDOOR SPORT COURT”; AND AMENDING CHAPTER 111, “PARKING,” TO REVISE SECTION 111-192, “GENERAL PROVISION,” INCLUDING AMENDMENTS TO TABLE 111-192, “REQUIRED OFF-STREET PARKING SPACES,” TO ESTABLISH PARKING REQUIREMENTS FOR RECREATION, INDOOR SPORT COURTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor O’Connor introduced the item.

Mr. Doody read the ordinance by title only.

Mr. Leon presented the second reading, noting there had been no changes from the first reading approved by council on December 2nd. Staff recommended approval.

Council discussion and questions ensued.

Mayor O’Connor opened the public hearing and asked for public comments. Hearing none, he closed the public hearing.

Motion by Councilman Werner to approve ordinance number 2025-10 as recommended and as previously approved in the first reading, seconded by Vice Mayor Langowski.

ROLL CALL

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

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

- B. **FIRST READING** – Ordinance 2026-01 – An Ordinance Amending the City’s Land Development Code to Establish Procedures for Reasonable Accommodation and the Review and Approval of Certified Recovery Residences

Submitted By: Administration

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY’S LAND DEVELOPMENT CODE BY CREATING SECTION _____ ENTITLED “REASONABLE ACCOMMODATION”; PROVIDING FOR INTENT, PURPOSE AND DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REASONABLE ACCOMMODATION TO CONFORM WITH LEGISLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O’Connor introduced the item.

Mr. Doody read the ordinance by title only.

Mr. Doody explained this ordinance was mandated by Florida legislature through a law that became effective July 2025, requiring all Florida municipalities to establish procedures for reasonable accommodations starting January 2026. Key provisions included:

- Process for requesting reasonable accommodation from local land use regulations
- Consistency with Fair Housing Amendment and Americans with Disabilities Act
- Written application process with date stamping requirements
- 30-day notification period for additional information requests
- 60-day deadline for final written determination (deemed approved if not met)
- No additional public hearings beyond minimum required by law
- Does not supersede existing HOA declarations under chapters 718, 719, or 720

Mr. Doody emphasized the city has no licensing or enforcement authority over operations only zoning authority and that this was solely to comply with state law with no pending applications.

Councilman Werner noted he had discussed several potential adjustments with the Mr. Doody but was told they weren't permissible under state legislation. He asked about adding notification requirements, noting the ordinance included 300-foot notification for appeals but not for initial applications. After discussion, Werner proposed adding a requirement for the city to notify property owners within 300 feet when an application is filed.

Councilwoman Leonard asked for clarification on what constitutes a recovery residence. Mr. Doody confirmed it encompasses various types of recovery including alcohol recovery, with certification under DCF.

Mayor O'Connor cautioned about treading lightly with public questions to avoid Fair Housing Act issues.

Mayor O'Connor opened the public hearing and asked for public comments.

Public Comment – Dr. Anita Kaplan – 5459 Santa Rosa Ln – Dr. Kaplan asked whether this would supersede existing sex offender distance requirements from schools. Mr. Doody assured her it was a completely separate statute that wouldn't affect existing sexual offender regulations.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber asked for clarification about whether these recovery residences could be anywhere in the city. Mr. Doody confirmed it was a citywide procedure for reasonable accommodation applications. Councilman Werner reminded everyone that it doesn't supersede HOA bylaws and suggested residents contact their HOAs about the ordinance.

Motion by Councilman Werner to adopt Ordinance 2026-01 as amended, seconded by Vice Mayor Langowski.

ROLL CALL

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

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

NEW BUSINESS

A. Presentation of Top Three Candidates for the Happy Program

Submitted By: Administration

This item was tabled until the City Manager returns.

B. City Manager Recruitment Process – Selection of Semi Finalists

Submitted By: Administration

Acting City Clerk Ms. Izquierdo presented the senior advisers review of 19 applications based on required knowledge and competencies, categorized as: qualified meets all requirements, qualified does not meet all requirements, and not recommended.

The council agreed to conduct background checks on all 8 qualified candidates who have not withdrawn. After a recess to check calendars, the council selected February 5th as the primary interview date with February 19th as backup, pending office availability confirmation. The interviews would be conducted in a round-robin format with council members in separate locations, likely taking a full day.

C. Consideration and Approval of Fireworks Display Contract with Zambelli Fireworks Manufacturing Co. for July 4, 2026

Submitted By: Administration

Mayor O'Connor introduced the item for consideration and approval of Fireworks Display Contract with Zambelli Fireworks Manufacturing Co. for July 4, 2026.

Mayor O'Connor expressed concern about approving a contract of this size without multiple quotes but acknowledged the time constraints, he recognized they get an incredible deal with Zambelli but still wanted to see multiple quotes for next year, which would need to start immediately.

Council discussion ensued.

Motion by Councilman Werner to approve the proposed agreement with Zambelli as recommended by staff, seconded by Councilwoman Leonard.

ROLL CALL

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

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

D. City Council Travel and Meal Expenditure Policy

Submitted by: Administration

Mr. Doody presented this item, based on the comments from the last council meeting, noting it had never been formally adopted by council but had been adhered to administratively.

Council discussion ensued.

Council members suggested workshopping the policy or having the new city manager work with council members to address concerns.

Motion by Vice Mayor Langowski to table the city council travel and meal expenditure policy until we have a new city manager, seconded by Councilwoman Leonard.

ROLL CALL

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

Councilman Gleason YES
Councilwoman Leonard YES

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

E. MINUTES_City Council Regular Meeting - 11.04.2025 DRAFT

Mayor O'Connor introduced the item.

Councilman Werner pulled these minutes, unable to locate the specific issue, he requested to table the item.

Motion by Councilman Werner to table this item till our next meeting, seconded by Vice Mayor Langowski.

ROLL CALL

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

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

CITY COUNCIL COMMENTS

A. Councilwoman Leonard wished everyone Happy New Year and asked whether the city does a proclamation for American Heart Month in February. She recommended adding one, which the mayor agreed to.

B. Councilman Gleason wished everyone Happy New Year and said he didn't have much else, noting he would see everyone next month.

C. Councilman Werner similarly wished Happy New Year to the community and board members, had no other questions or comments, and felt they had covered a lot of ground.

D. Vice Mayor Langowski offered Happy New Year wishes and reminded everyone that the Education Advisory Board meets Thursday at 6 PM at the city building.

E. Mayor O'Connor closed by wishing everyone Happy New Year

REPORT – STAFF

Acting City Clerk Ms. Izquierdo announced that Spring Fest would be held March 28th, which is a Saturday.

REPORT - CITY ATTORNEY

The City Attorney wished everyone Happy New Year.

REPORT - CITY MANAGER

No report as the City Manager was absent.

PUBLIC COMMENTS

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

Public Comment – Dr. Anita Kaplan – 5459 Santa Rosa Ln – Dr. Kaplan suggested getting sponsors specifically for the fireworks display, noting other places do this. She acknowledged the cost seemed high and suggested marketing opportunities for companies. Mayor O'Connor explained they do get sponsorships for Fourth Fest but it's difficult to get one sponsor to write a check for the full fireworks amount.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber ask about the fireworks contract details whether it was multi-year and whether they get RFPs from other companies. Mayor O'Connor confirmed they had priced it out casually and had an amazing deal for 22 minutes of fireworks but agreed they should get formal quotes next year to confirm.

Public Comment – Mr. Theodore Sarandis - 15780 Cresswind PL – Mr. Sarandis addressed what he called the two most important issues in the city's 9-year history, potential Walmart calling it "a terrible choice" due to traffic congestion and "bringing undesirable people into the city". Also, the massive artificial intelligence complex the county wants to build adjacent to Westlake.

He proposed putting two ballot questions to voters in November's general election:

- "Do the citizens of Westlake approve a Walmart in the city?"
- "Do the citizens of Westlake approve an artificial intelligence complex to be built adjacent to the city?"

He emphasized that Westlake has never had an election in its 9-year history and urged the council to give citizens the opportunity to vote, warning that not doing so would send "a terrible message to the residents that the council's going to make those decisions, not the residents."

Public Comment – Alicia Torres – 5447 Whippoorwill Circle – Ms. Torres asked if anyone knew when ground would break on the section of 60th immediately north of Westlake. No one had information on a specific date.

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 7:52 PM.

Odet Izquierdo, Acting City Clerk

JohnPaul O'Connor, Mayor

File Attachments for Item:

C. MINUTES_City Council Regular Meeting - 02.03.2026 DRAFT

CITY OF WESTLAKE



MINUTES

City Council Regular Meeting

Tuesday, February 03, 2026 at 6:00 PM

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

CITY COUNCIL:

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

CITY STAFF:

Zoie P. Burgess, CMC, Acting City Manager
Odet Izquierdo, Acting City Clerk
Sean M. Swartz, City Attorney
Osniel Leon, AICP, Planning and Zoning
Suzanne Dombrowski, P.E., ENV SP, Engineering

A regular meeting of the City Council of the City of Westlake was held on Tuesday, February 3, 2026, at 6:00 PM., at The Lodge at Westlake Adventure Park, 5490 Kingfisher Blvd. Members of the public also attended the meeting through electronic means and accessed as follows:

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

Meeting ID: 2632 888 9851
Password: hello

2. Participants also dialed in using the following number:

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

CALL TO ORDER

Mayor O'Connor called the City of Westlake regular meeting of Tuesday, February 3, 2026, to order at 6:00 PM.

ROLL CALL

Present and constituting a quorum:

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

Also present:

Zoie P. Burgess, CMC, Acting City Manager
Sean M. Swartz, City Attorney
Odet Izquierdo, Acting City Clerk

PLEDGE OF ALLEGIANCE

Mayor O'Connor led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

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

Vice Mayor Langowski made a motion to approve the agenda as presented. Seconded by Councilman Werner.

ROLL CALL

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

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

PUBLIC COMMENTS

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

Public Comment – Mr. Theodore Sarandis - 15780 Cresswind PL – Mr. Sarandis submitted a document for the record and requested the City Council place three ballot questions on the November 3, 2026, general election ballot. Mayor O'Connor indicated that the City Attorney would address this request during his report.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber provided an update on community improvements, including roundabout lighting and beautification of city marquees. He also mentioned his upcoming meetings with FPL representatives to discuss street lighting and with county officials regarding the Water's Edge traffic signal.

Public Comment – Dr. Anita Kaplan – 5459 Santa Rosa Ln – Dr. Kaplan announced a fundraiser for Seminole Pratt Whitney High School at Carmelo's on Wednesday, February 12th from 7 AM to 5 PM. She encouraged all residents to participate and mention the Westlake School fundraiser when ordering. Mayor O'Connor and Dr. Kaplan also discussed the upcoming "Read for the Record" event on February 26th at the elementary school and encouraged council members to volunteer.

CONSENT AGENDA

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

- A. Monthly Financial Report – December

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

Motion by Vice Mayor Langowski to approve the consent agenda as presented, seconded by Councilman Gleason.

ROLL CALL

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

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

PRESENTATIONS/PROCLAMATIONS

- A. Proclamation 2026-03 - American Heart Health Month

Mayor O'Connor read the proclamation into record, declaring February 2026 as American Heart Health Month in the City of Westlake.

- B. Proclamation 2026-04 - Declaring February Black History Month

Mayor O'Connor read the proclamation into the record, declaring February 2026 as Black History Month in the City of Westlake.

PUBLIC HEARING - QUASI JUDICIAL

- A. SPR-2025-04:** The applicant is requesting approval of a Site Plan Review for a proposed motor vehicle repair use known as Mavis Tires & Brakes – City of Westlake on Parcel A within the Publix at Westlake Plaza development. Parcel A is located on the east side of the Publix at Westlake Plaza site and abuts the north side of Parcel B. The proposed development consists of a 5,636-square-foot building.

Submitted By: Planning and Zoning

Mayor O'Connor introduced the item.

Mr. Swartz swore in witnesses who would provide testimony. Council members disclosed they had no ex-parte communication regarding this item.

Mr. Leon presented the application for Mavis Tires & Brakes. He noted the applicant would contribute 1% of building construction costs to the art acquisition fund. Mr. Leon provided an overview of the site plan, access points, pedestrian connections, and architectural elements.

Councilman Werner had questions of the potential signage on the building elevations and suggested modifying the condition regarding overnight parking to prohibit "no vehicles" rather than just "no customer or service vehicles." Staff agreed to this change.

Mayor O'Connor opened the public hearing and asked for public comments.

Public Comment – Ms. Annie Rodriguez – 5991 Whippoorwill Circle - Ms. Rodriguez inquired about the building's location in relation to Seminole Pratt Whitney Road, expressing concern about aesthetics. Staff clarified that the building would be set back with landscaping similar to the existing bank.

Public Comment – Mr. Bobby Farber – 4829 Saint Armands Way – Mr. Farber asked about the scope of services to be offered. Ms. Dedrick confirmed Mavis would perform tire services, oil changes, state vehicle inspections, and fluid replacements.

Mayor O'Connor closed public comments.

Motion to approve SPR-2025-04 as proposed by the applicant with the staff-recommended conditions, including the amendment to prohibit any vehicles from parking overnight, was made by Councilman Werner and seconded by Vice Mayor Langowski.

ROLL CALL

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

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

PUBLIC HEARING

- A. SECOND READING** – Ordinance 2026-01 – An Ordinance Amending the City's Land Development Code to Establish Procedures for Reasonable Accommodation and the Review and Approval of Certified Recovery Residences

Submitted By: Administration

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE BY CREATING SECTION _____ ENTITLED "REASONABLE ACCOMMODATION"; PROVIDING FOR INTENT, PURPOSE AND DEFINITIONS; PROVIDING FOR THE ESTABLISHMENT OF PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REASONABLE ACCOMMODATION TO CONFORM WITH LEGISLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Connor introduced the item.

Mr. Swartz read the ordinance by title only

Mayor O'Connor opened the public hearing and asked for public comments. Hearing none, he closed the public hearing.

Councilman Werner noted this was a legislative decision required of Westlake and all other cities for compliance purposes.

Motion to approve Ordinance 2026-01 was made by Councilman Gleason and seconded by Councilwoman Leonard.

ROLL CALL

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

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

UNFINISHED BUSINESS

A. MINUTES_City Council Regular Meeting - 11.04.2025 DRAFT

Mayor O'Connor introduced the item.

Councilman Werner requested the deletion of a sentence in the November 4, 2025, minutes on page 7 regarding the waste management approval that stated, "Mayor O'Connor emphasized this had been extensively negotiated and asking for changes now would be out of line." Councilman Werner expressed that he was not out of line and the statement had no business being in the minutes. Mayor O'Connor agreed to the deletion.

Motion to approve the minutes as amended was made by Vice Mayor Langowski and seconded by Councilman Gleason.

ROLL CALL

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

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

CITY COUNCIL COMMENTS

A. Councilwoman Leonard had no comments.

B. Councilman Gleason had no comments.

C. Councilman Werner had no comments.

D. Vice Mayor Langowski reported on two Westlake items that were approved by the Treasure Coast Regional Planning Council: the Westlake EAR amendments and the water supply facilities plan. He reminded everyone about the upcoming school fundraiser at Carmela's on February 12th and the Westlake Roger Dean spirit night in Jupiter scheduled for Friday, April 18th.

E. Mayor O'Connor shared information about two upcoming events regarding the proposed AI data center: an official county meeting on February 25th from 6-8 PM at the Village of Royal Palm Grand Ballroom and a citizen-led rally on February 7th from 11 AM-2 PM at Arden in Loxahatchee. He also proposed commissioning a City of Westlake challenge coin for the city's 10-year anniversary, with an approximate cost of \$600-\$750. The Council agreed to have staff look into this.

Mayor O'Connor introduced the new police commander Lt. Michael Kletzky to replace Captain Sandt, who has 32 years of experience with the Sheriff's Office. The commander expressed his commitment to maintaining Westlake's excellent safety record, noting the city had zero violent crime in the previous year.

REPORT - STAFF

REPORT - CITY ATTORNEY

Mr. Swartz addressed Mr. Sarandis earlier request, stating that the Palm Beach County Supervisor of Elections had advised that proposed ballot questions could only be added via court order, even if approved by the Council.

REPORT - CITY MANAGER

Acting City Manager, Ms. Burgess, discussed the upcoming city manager interviews scheduled for Thursday, February 5th beginning at 8 AM. She requested direction from Council on how to proceed after the interviews. The Council agreed to hold a special meeting on February 24th at 6 PM to discuss rankings and next steps, with the goal of making a final selection at the March meeting and negotiating an employment agreement for approval at the April meeting.

PUBLIC COMMENTS

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

ADJOURNMENT

There being no further business, Mayor O'Connor adjourned the meeting at 6:57 PM.

File Attachments for Item:

D. Monthly Financial Report - January



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Lucus McDonald, Accounting Supervisor
CC: Stephen Bloom, Vice President Finance
DATE: February 19, 2026
SUBJECT: January 2026 Financial Report

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

General Fund

- Total Revenues through January were approximately 75% of the annual budget. Collections of the FY2026 Ad Valorem Tax and Special Assessments were approximately 90% and 93%, respectively.
- Total Expenditures and Contingency through January were approximately 17% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through January were approximately 108.7% of the annual budget, which was a result of a higher than anticipated rate of construction and donations on commercial permits. A donation of \$1,500 per Single Family Residence building permit is paid into the Housing Assistance Program.

Special Revenue Fund – Comprehensive Planning Services

- Total Revenues through January were approximately 12% of the annual budget.
- Total Expenditures through January were approximately 27% of the annual budget.

City of Westlake

Financial Report

January 31, 2026



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City of Westlake

Financial Statements

January 31, 2026

Balance Sheet
January 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Cash - Checking Account	\$ 2,185,418	\$ -	\$ -	\$ 2,185,418
Cash Restricted for Donated Funds	238,671	-	-	238,671
Assessments Receivable	38,548	-	-	38,548
Due From Other Districts	26,975	-	552	27,527
Due From Other Funds	2,508,316	1,099	-	2,509,415
Investments:				
Money Market Account	13,229,012	1,446,147	-	14,675,159
Other	-	3,299,873	-	3,299,873
Prepaid Items	4,400	-	-	4,400
Deposits	666	-	-	666
Mortgages Receivable	-	1,846,358	-	1,846,358
TOTAL ASSETS	\$ 18,232,006	\$ 6,593,477	\$ 552	\$ 24,826,035
LIABILITIES				
Accounts Payable	\$ 93,845	\$ -	\$ 149,425	\$ 243,270
Accrued Expenses	-	2,587	-	2,587
DBPR surcharge	1,214	-	-	1,214
DCA surcharge	1,790	-	-	1,790
Impact Fees	216,735	-	-	216,735
Unearned Revenue	423,450	-	-	423,450
Due To Developer	-	-	93,801	93,801
Due To Other Gov'tl Units	468	-	-	468
Deferred Revenue-Developer Submittals (Minto)	-	-	43,475	43,475
Donations-Art in Public Places	30,000	-	-	30,000
Due To Other Funds	-	-	2,509,415	2,509,415
Deferred Inflow of Resources	38,548	-	-	38,548
TOTAL LIABILITIES	806,050	2,587	2,796,116	3,604,753
FUND BALANCES				
Nonspendable:				
Prepaid Items	4,400	-	-	4,400
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	6,590,890	-	6,590,890
Unassigned:	17,420,890	-	(2,795,564)	14,625,326
TOTAL FUND BALANCES	\$ 17,425,956	\$ 6,590,890	\$ (2,795,564)	\$ 21,221,282
TOTAL LIABILITIES & FUND BALANCES	\$ 18,232,006	\$ 6,593,477	\$ 552	\$ 24,826,035

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 116,835	\$ 116,835
Ad Valorem Taxes	7,525,730	7,221,573	6,759,194	(462,379)
Ad Valorem Taxes - Discounts	(301,000)	(301,000)	(270,569)	30,431
Discretionary Sales Surtaxes	605,400	201,800	-	(201,800)
FPL Franchise	487,100	162,364	210,152	47,788
Gas	82,000	27,336	44,381	17,045
Solid Waste	42,300	14,100	14,681	581
Electricity	621,400	207,136	266,606	59,470
Water	198,900	66,300	68,904	2,604
Gas	182,500	60,836	42,611	(18,225)
Communication Services Taxes	159,800	53,264	66,013	12,749
Occupational Licenses	37,300	12,436	9,573	(2,863)
Building Permits	-	-	4,248	4,248
Building Permits - Surcharge	-	-	11	11
Building Permits - Admin Fee	99,200	33,064	33,551	487
State Revenue Sharing Proceeds	102,800	34,264	33,988	(276)
Alcoholic Beverage License	1,100	275	-	(275)
Other Public Safety Chrgs/Fees	9,400	3,136	3,881	745
Garbage/Solid Waste Revenue	233,400	77,800	9,133	(68,667)
Penalties	-	-	204	204
Other Operating Revenues	10,200	5,100	3,150	(1,950)
Special Events	-	-	5,300	5,300
Event Sponsors	-	-	2,482	2,482
Judgements and Fines	-	-	668	668
Special Assmnts- Tax Collector	948,700	912,443	885,550	(26,893)
Special Assmnts- Discounts	(37,900)	(37,900)	(35,257)	2,643
Other Miscellaneous Revenues	-	-	360	360
Lien Search Fee	12,500	4,164	3,895	(269)
TOTAL REVENUES	11,020,830	8,758,491	8,279,545	(478,946)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	60,000	20,000	20,000	-
FICA Taxes	4,600	1,533	1,530	3
ProfServ-Legislative Expense	75,000	25,000	8,000	17,000
Telephone, Cable & Internet Service	4,700	1,564	2,523	(959)
Lease - Building	176,000	58,664	3,000	55,664
Public Officials Insurance	5,500	5,500	4,662	838
Misc-Event Expense	254,000	54,000	9,489	44,511
Council Expenses	80,000	26,664	22,293	4,371
Dues, Licenses, Subscriptions	15,000	15,000	9,776	5,224
Total Legislative	674,800	207,925	81,273	126,652
<u>City Manager</u>				
Contracts-City Manager	258,500	86,164	107,750	(21,586)
Misc-Public Relations	50,000	16,667	5,690	10,977
Office Supplies	12,200	4,064	1,019	3,045
Dues, Licenses, Subscriptions	2,700	1,328	810	518
Total City Manager	323,400	108,223	115,269	(7,046)
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	7,600	2,536	2,542	(6)
Contracts-City Clerk	233,100	77,700	97,125	(19,425)
Postage and Freight	1,900	636	36	600
Printing	12,500	4,164	-	4,164
Legal Advertising	17,500	5,833	4,059	1,774
Miscellaneous Expenses	12,500	4,164	10,253	(6,089)
Office Supplies	2,900	967	459	508
Dues, Licenses, Subscriptions	35,600	7,841	4,536	3,305
Total City Clerk	323,600	103,841	119,010	(15,169)
<u>Finance</u>				
Auditing Services	8,100	-	-	-
Contracts-Finance	108,100	36,036	45,042	(9,006)
Total Finance	116,200	36,036	45,042	(9,006)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>Legal Counsel</u>				
ProfServ-Legal Services	101,500	33,836	37,411	(3,575)
ProfServ-Legal Litigation	122,600	40,864	1,295	39,569
Total Legal Counsel	224,100	74,700	38,706	35,994
<u>Comprehensive Planning</u>				
ProfServ-Info Technology	-	-	12,117	(12,117)
Total Comprehensive Planning	-	-	12,117	(12,117)
<u>Other Administrative Services</u>				
ProfServ-Info Technology	85,300	27,200	27,150	50
Contracts-Admin. Service	456,500	152,164	190,208	(38,044)
Misc-Assessment Collection Cost	9,500	9,137	3,557	5,580
General Government	150,000	50,000	-	50,000
Total Other Administrative Services	701,300	238,501	220,915	17,586
<u>Facility Services</u>				
Telephone, Cable & Internet Service	9,200	3,067	2,709	358
Lease - Building	25,000	8,336	-	8,336
Insurance (Liab,Auto,Property)	13,900	10,900	9,465	1,435
Miscellaneous Services	1,500	500	2,033	(1,533)
Cleaning Services	14,300	4,764	5,153	(389)
Principal-Capital Lease	16,700	5,564	10,704	(5,140)
Interest-Capital Lease	2,800	936	2,574	(1,638)
Total Facility Services	83,400	34,067	32,638	1,429
<u>Community Services</u>				
Contracts-Solid Waste	1,360,400	453,464	375,501	77,963
Contracts-Sheriff	1,398,600	466,200	430,146	36,054
Electricity	253,800	84,600	16,795	67,805
R&M-Community Maintenance	31,200	10,400	2,600	7,800
Operating Supplies	58,600	14,650	-	14,650
Roadway Services	13,600	3,400	12,330	(8,930)
Total Community Services	3,116,200	1,032,714	837,372	195,342

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Capital Expenditures & Projects				
Capital Improvements	50,000	-	-	-
Cap Outlay - Equipment	25,000	-	-	-
Total Capital Expenditures & Projects	75,000	-	-	-
Reserves				
Misc-Contingency	280,700	93,564	2,087	91,477
1st Quarter Operating Reserves	1,473,400	491,136	-	491,136
Reserve - Capital Projects	1,500,000	500,000	-	500,000
Total Reserves	3,254,100	1,084,700	2,087	1,082,613
TOTAL EXPENDITURES & RESERVES	8,892,100	2,920,707	1,504,429	1,416,278
Excess (deficiency) of revenues				
Over (under) expenditures	2,128,730	5,837,784	6,775,116	937,332
OTHER FINANCING SOURCES (USES)				
Grants and Aids	(50,000)	(16,664)	-	16,664
Contribution to (Use of) Fund Balance	2,078,730	-	-	-
TOTAL FINANCING SOURCES (USES)	2,028,730	(16,664)	-	16,664
Net change in fund balance	\$ 2,078,730	\$ 5,821,120	\$ 6,775,116	\$ 953,996
FUND BALANCE, BEGINNING (OCT 1, 2025)	10,650,840	10,650,840	10,650,840	
FUND BALANCE, ENDING	\$ 12,729,570	\$ 16,471,960	\$ 17,425,956	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 17,210	\$ 17,210
Dividends	-	-	40,378	40,378
Donations	300,000	100,000	268,500	168,500
TOTAL REVENUES	300,000	100,000	326,088	226,088
EXPENDITURES				
Legislative				
Telephone, Cable & Internet Service	-	-	(1,099)	1,099
Total Legislative	-	-	(1,099)	1,099
Public Assistance				
Misc-Admin Fee (%)	21,000	7,000	-	7,000
Assistance Program	279,000	93,000	-	93,000
Total Public Assistance	300,000	100,000	-	100,000
TOTAL EXPENDITURES	300,000	100,000	(1,099)	101,099
Excess (deficiency) of revenues Over (under) expenditures	-	-	327,187	327,187
Net change in fund balance	\$ -	\$ -	\$ 327,187	\$ 327,187
FUND BALANCE, BEGINNING (OCT 1, 2025)	6,263,703	6,263,703	6,263,703	
FUND BALANCE, ENDING	\$ 6,263,703	\$ 6,263,703	\$ 6,590,890	

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
Building Permits	2,268,800	756,264	266,501	(489,763)
Reinspection Fees	-	-	50	50
Building Permits - Surcharge	6,000	2,000	1,641	(359)
Other Building Permit Fees	30,000	10,000	26,850	16,850
Building Permits - Admin Fee	147,100	49,036	47,643	(1,393)
Engineering Permits	261,200	87,064	11,911	(75,153)
Planning & Zoning Permits	336,800	112,264	8,360	(103,904)
TOTAL REVENUES	3,049,900	1,016,628	362,956	(653,672)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
EXPENDITURES				
Financial and Administrative				
Misc-Contingency	-	-	8,960	(8,960)
Total Financial and Administrative	-	-	8,960	(8,960)
Comprehensive Planning				
ProfServ-Engineering	261,200	87,064	92,663	(5,599)
ProfServ-Info Technology	327,400	109,136	54,609	54,527
ProfServ-Legal Services	42,300	14,100	6,900	7,200
ProfServ-Planning/Zoning Board	336,800	112,264	129,083	(16,819)
ProfServ-Compliance Service	186,500	62,164	65,520	(3,356)
ProfServ-Building Permits	1,738,800	579,600	434,748	144,852
Special Magistrate	30,000	10,000	-	10,000
Telephone, Cable & Internet Service	5,300	1,764	550	1,214
Lease - Building	24,000	8,000	-	8,000
Printing	1,000	500	-	500
Miscellaneous Services	3,000	1,000	1,780	(780)
Misc-Admin Fee (%)	33,800	11,264	14,083	(2,819)
Billing Service Fees	41,200	13,736	8,990	4,746
Office Supplies	900	300	-	300
Cleaning Services	12,800	4,264	4,940	(676)
Principal-Capital Lease	4,200	1,400	209	1,191
Interest-Capital Lease	700	234	74	160
Total Comprehensive Planning	3,049,900	1,016,790	814,149	202,641
TOTAL EXPENDITURES	3,049,900	1,016,790	823,109	193,681
Excess (deficiency) of revenues				
Over (under) expenditures	-	(162)	(460,153)	(459,991)
Net change in fund balance	\$ -	\$ (162)	\$ (460,153)	\$ (459,991)
FUND BALANCE, BEGINNING (OCT 1, 2025)	(2,312,693)	(2,312,693)	(2,312,693)	
FUND BALANCE, ENDING	\$ (2,312,693)	\$ (2,312,855)	\$ (2,772,846)	

City of Westlake

Supporting Schedule

January 31, 2026

Cash and Investment Report

January 31, 2026

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	\$2,185,418
Money Market	BankUnited	MMA	4.07%	\$13,467,683
		Subtotal		\$15,653,101

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	4.07%	\$1,374,707
Government Checking	Valley Bank	Checking Account	4.33%	\$71,440
Brokerage Account	Valley Bank	Government Fund Class A	4.01%	\$3,299,873
		Subtotal		\$4,746,020
		Total		\$20,399,121

File Attachments for Item:

A. ADOPTION (SECOND READING): Ordinance 2025-09 – 2025 10-Year Water Supply Facilities Work Plan.

Submitted By: Planning and Zoning

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO APPROVE FOR TRANSMITTAL AND SUBSEQUENT ADOPTION BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT; PROVIDING FOR TRANSMITTAL TO FLORIDACOMMERCE (THE STATE LAND PLANNING AGENCY); PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		03/03/2025	Submitted By: Planning and Zoning		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		ADOPTION (SECOND READING): Ordinance 2025-09 – 2025 10-Year Water Supply Facilities Work Plan.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to adopt (Second Reading) of Ordinance 2025-09 – 2025 10-Year Water Supply Facilities Work Plan			
SUMMARY and/or JUSTIFICATION:		<p>Subsection 163.3177(6)(c), Florida Statutes, requires local governments to prepare and adopt a 10-Year Water Supply Work Plan and to amend their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The City of Westlake has worked in conjunction with Palm Beach County, the designated regional potable water supplier for portions of Palm Beach County including Westlake, to ensure consistency with the Palm Beach County Water Supply Plan.</p> <p>City Council approved transmittal (First Reading) on 7/1/2025.</p>			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Exhibit A: (Ordinance 2025-09) 2025 10-year Water Supply Facilities Work Plan			
SELECT, if applicable		RESOLUTION:		ORDINANCE: 2025-09	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>		ORDINANCE NO. 2025-09			
		<p>AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO APPROVE FOR TRANSMITTAL AND SUBSEQUENT ADOPTION BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT; PROVIDING FOR TRANSMITTAL TO FLORIDACOMMERCE (THE STATE LAND PLANNING AGENCY); PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING</p>			

FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

FISCAL IMPACT *(if any):*

\$

1st Reading _____

2nd Reading _____

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO APPROVE FOR TRANSMITTAL AND SUBSEQUENT ADOPTION BY REFERENCE AN UPDATED 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS REQUIRED BY SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT; PROVIDING FOR TRANSMITTAL TO FLORIDACOMMERCE (THE STATE LAND PLANNING AGENCY); PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature of the State of Florida has mandated that all municipalities adopt comprehensive plans to regulate development and planning with regard to land within their corporate limits; and

WHEREAS, all amendments to the comprehensive development plan must be adopted in accordance with detailed procedures which must be strictly followed; and

WHEREAS, Subsection 163.3167(9), Florida Statutes, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

WHEREAS, Subsection 163.3177(4)(a), Florida Statutes, requires the City to coordinate its local Comprehensive Plan with the South Florida Water Management District's regional water supply plan; and

WHEREAS, Subsection 163.3177(6)(c), Florida Statutes, requires local governments to prepare and adopt a 10-Year Water Supply Work Plan and to amend their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update; and

WHEREAS, the City of Westlake has worked in conjunction with Palm Beach County who is the designated regional supplier of potable water for portions of Palm Beach County, including the City of Westlake and worked in conjunction with Palm Beach County so as to remain consistent with the Palm Beach County Plan; and

WHEREAS, the City of Westlake, Florida, has carefully prepared amendments to its comprehensive plan pursuant to sub-section 163.3177(6)(c), Florida Statutes, in order to adopt amendments or revisions in conformance with the adopted 10-Year Water Supply Work Plan; and

WHEREAS, the City of Westlake has held all duly required public hearings; both prior to submission of the proposed amendment of the plan to the State Land Planning Agency, FloridaCommerce, and after the proposed amendment of the plan was returned to the City of Westlake, in accordance with Chapter 163.3184, Florida Statutes; and

WHEREAS, the City Council desires to adopt the updated Work Plan along with amendments to the current comprehensive plan to guide and control the future development of the City and to preserve, promote and protect the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF WESTLAKE, FLORIDA, THAT:

Section 1: The whereas clauses are hereby incorporated as true and correct findings of fact of the City Council.

Section 2: The City of Westlake hereby approves the updated 10-Year Water Supply Facilities Work Plan (the "Work Plan") for transmittal to the State Land Planning Agency, FloridaCommerce. Upon receipt of certification of completeness from the State Land Planning Agency, the City Council shall consider adoption of the Work Plan at a subsequent adoption hearing consistent with Section 163.3184, Florida Statutes.

Section 3: A copy of the Comprehensive Plan, as amended, shall be kept on file in the office of the City Clerk, City of Westlake, Florida.

Section 4: The Planning and Zoning Department is hereby directed to transmit of the proposed Comprehensive Plan amendments, including the updated Work Plan, to the State Land Planning Agency, FloridaCommerce, the Treasure Coast Regional Planning Council, and any other local government requesting a copy, within ten (10) working days after transmittal in accordance with Section 163.3184(3)(b), Florida Statutes.

Section 5: Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 7: Codification. It is the intent of the City Council that the provisions of this Ordinance be made a part of the City of Westlake Comprehensive Plan. Appropriate renumbering or re-lettering may occur as necessary to accomplish such codification.

Section 8: Effective Date. This Ordinance shall not become effective until the City Council conducts a duly advertised adoption hearing following receipt of agency review comments pursuant to Section 163.3184, Florida Statutes. Upon adoption, the effective date of this Ordinance shall be the

date provided under Section 163.3184(3)(c), Florida Statutes, and as further provided by the State Land Planning Agency, FloridaCommerce. No development order dependent on this amendment may be issued until the amendment becomes effective.

PASSED this 2nd day of December, 2025, on first reading.

PUBLISHED on this ____ day of November, 2025 in the Sun-Sentinel.

PASSED AND ADOPTED this ____ day of _____, 20__ on second reading.

City of Westlake
JohnPaul O'Connor, Mayor

Odet Izquierdo, Acting City Clerk

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

EXHIBIT A



2025 10-YEAR WATER SUPPLY FACILITIES WORK PLAN

Prepared by



and



Adopted _____ xx, 2026
Ordinance 2025-09

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1.0: INTRODUCTION

The purpose of the City of Westlake’s Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City’s jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approves a regional water supply plan or its update. *The 2024 Lower East Coast (LEC) Water Supply Plan Update was approved by the District’s Governing Board September 12, 2024, and covers a planning horizon until 2045.*

Residents of the City of Westlake obtain their water from the Seminole Improvement District (SID), which is responsible for ensuring enough capacity is available for existing and future customers. Water is supplied by Palm Beach County Water Utility Department (PBCWUD). The City has no areas of domestic self- supply.

The Work Plan references the initiatives already identified to ensure adequate water supply for the City of Westlake. According to state guidelines, the Work Plan and the City of Westlake’s Comprehensive Plan address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan covers a 10-year planning horizon to 2035 and is consistent with the City’s Comprehensive Plan (2035 and 2045) and the *2024 Lower East Coast Water Supply Plan Update (2045)* planning horizons.

The Work Plan is divided into six sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives, and Policies

Section 6 – Maps

1.1: Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state’s water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2: Statutory Requirements

The City of Westlake has considered the following statutory provisions when preparing this Water Supply Facilities Work Plan:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy or its functional equivalent and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.],
4. For local governments subject to a regional water supply plan, revise the general Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s.373.0361(7), F.S. [s. 163.3177(6)(c)(3), F.S.];
 - b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c)(3), F.S.]; and
 - c. Include a water supply facility work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s.163.3177(6)(c), F.S.];
5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period [Section 163.3177(3)(a)4., F.S.].
6. To the extent necessary to maintain internal consistency after making the changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.] If the

established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (9), F.S.];

7. To the extent necessary to maintain internal consistency after making the changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1.,F.S.]

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update its Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191(3), F.S.].

1.3: Relevant Regional Issues

As the State agency responsible for water supply in the Upper and Lower East Coast planning areas, the SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the SFWMD Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increased water conservation and reuse.

The following are the regional issues identified for 2045 in the Lower East Coast Planning Region with potential impacts to water supply planning in Palm Beach County and includes Palm Beach County Water Utility Department responses:

1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.
 - The PBCWUD consumptive use permit (Permit No. 50-00135-W) was updated to have a new expiration date of December 31, 2053 under Application #230303-5. Palm Beach County has an extensive reclaimed water system and will continue to aggressively expand its reclaimed water program. Reclaimed water may be used to replace existing consumptive use permits or act as an offset to increased consumptive use withdrawals. Additional identified sources include the Floridan Aquifer System for either direct withdrawals, blending, or Aquifer Storage and Recovery (ASR) and the C-51 Reservoir.

2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
 - PBCWUD is not located within the Lake Okeechobee Service Area. It does not currently withdraw water from Lake Okeechobee or the Water Conservation Areas and is not planning on seeking an allocation from these sources in the future.
3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.
 - PBCWUD is not located within the Lake Okeechobee Service Area. The County is an active participant in Everglades restoration efforts as well the U.S. Army Corps of Engineers' Lake Okeechobee System Operating Manual (LOSOM) update. As discussed in Chapter 9, ASR is a potential option for future water supply.
4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.
 - As discussed in Chapter 8 of their Water Supply Plan, PBCWUD has an extensive reclaimed water program and has aggressively sought to expand it. A planned Regional Reclaimed Water System Project with Broward County will help Broward eliminate ocean outfalls and provide reclaimed water to users in South Palm Beach County. PBCWUD has no ocean outfalls.
5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.
 - PBCWUD has modified its current consumptive use permit to utilize the Floridan aquifer system for blending with its surficial withdrawals and supplement its allocation.

Additionally, the City, in coordination with SID, will work to conserve water consumption by implementing Comprehensive Plan policies detailed later in this Plan, which support conservation of potable water and implementation of reuse water.

2.0: BACKGROUND INFORMATION

Included in this section is a brief overview of the City of Westlake, along with information on land use and population.

2.1: Overview

The City of Westlake is located in Central Western Palm Beach County and was incorporated in 2016 pursuant to Section 165.0615, Florida Statutes.

Figure 2.1 City of Westlake Location Map



The City boundaries are coextensive with the jurisdiction of the Seminole Improvement District (SID), which was established in 1970 pursuant to Chapter 70-854, Laws of Florida, codified pursuant to Chapter 2000-431, Laws of Florida. SID is an independent special purpose government formerly known as the Seminole Water Control District, which consists of approximately 4,142 acres of land.

SID is empowered to construct and maintain a number of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, roads and/or related activities. The majority of the property located within the SID boundary is comprised of the former Callery-Judge Groves property (CJG), which includes roughly 3,788 acres that was used for active agriculture for over 50 years.

2.2: Current Service Area

See attached Map 4.1, Utility Service Area Map, depicting the City boundaries served by the Seminole Improvement District.

In June 2006 an Interlocal Agreement was executed between the County and SID (R2006-0732). The Agreement resolved the service area disputes by defining clear utility service area boundaries between SID and the County. Pursuant to Chapter 298, Laws of Florida, SID has the exclusive right to provide utility services within SID's legislative boundaries. Under the Agreement, SID will continue serving all of its existing customers but will be precluded from connecting any new customers outside of its legislative boundaries. Existing pipelines and customers located outside SID's boundaries will be transferred to the County over time. In addition to delineating service area territories, the Agreement named the County as SID's exclusive bulk utility service provider.

The Agreement allows SID to reserve and purchase up to five (5) million gallons per day of bulk water and wastewater capacity over thirty (30) years. Other considerations afforded the County with this Agreement include:

- 1) the right of first refusal to acquire SID's retail Utility System, based upon a pre-determined valuation formula; and
- 2) the right to utilize existing road right-of-way along Seminole Pratt-Whitney Road for construction, operation, maintenance, and replacement of potable water, waste water, and reclaimed water pipelines.

In May 2016, SID abandoned their water treatment facilities and has continued to purchase bulk water from Palm Beach County Water Utilities Department.

3.0: DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to provide supporting documentation to the State Land Planning Agency and other regulatory agencies as part of future proposed Comprehensive Plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

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3.1: Population Information

This section examines population information such as population projections from the Future Land Use Element data and analysis supporting the City's Comprehensive Plan and SID. Additionally, updated population projections utilized by Palm Beach County in their Water Supply Facilities Plan update for the 10-year planning horizon are provided as well as population figures from the SFWMD 2024 LEC Water Supply Facilities Plan Update.

Population Projections Utilized for the City's Comprehensive Plan

Chapter 163.3177(1)(f)3, F.S., requires local government comprehensive plans to be based upon permanent and seasonal population estimates and projections, which shall either be those published by the Office of Economic and Demographic Research (OEDR) or generated by the local government based upon a professionally acceptable methodology. The OEDR issues the projections generated by the Bureau of Economic and Business Research (BEBR.) BEBR makes permanent population projections for counties, but not for municipalities or unincorporated areas. Neither OEDR nor BEBR make seasonal population projections.

Palm Beach County uses the BEBR medium permanent population projection to compute a projection for the unincorporated county. The total county BEBR projection is geographically divided and allocated to small geographic areas called Traffic Analysis Zones (TAZs). There are over 1,700 TAZs in Palm Beach County. The TAZs in each municipality and in the unincorporated area are then combined to make projections for each municipality and the unincorporated area.

The allocation of population to each TAZ is based upon projections of dwelling units in each TAZ as well as other demographic factors such as vacancy and seasonal rates. The latest population projection and allocation for Palm Beach County was conducted in 2025 utilizing the 2025 Palm Beach County Population Allocation Model (2025-PBC-PAM).

Palm Beach County's population grew from 1,320,134 in 2010 to 1,492,191 in 2020 (U.S. Census 2020). The population change during this decade was very uneven, reflecting both population booms and busts due to both local and national economic conditions. BEBR's latest population estimate for 2023 is 1,532,718, representing an increase of 40,527 persons since 2020.

The County is projected to increase its population by 306,295 people between 2020 and 2050, a 20.49% increase (BEBR FPS 180). Table 3.1 shows the latest BEBR projections through 2050 as well as the projections used in the 2025-PBC-PAM.

The latest BEBR medium projections published in 2024 for the year is consistent with the Palm Beach County projections in the 2025-PBC-PAM. This substantially higher medium population projection increases the projected demand for housing units in Palm Beach County over the course of the Westlake long-term planning period.

Table 3.1: Palm Beach County Population Projections

	2020 Census	2025	2030	2035	2040	2045	2050
BEBR FPS- 180 (2024)	1,494,805	1,567,500	1,643,400	1,700,000	1,742,500	1,774,400	1,801,100
2025-PBC-PAM			1,643,400	1,700,000	1,742,500	1,774,400	1,801,100

Source: University of Florida Bureau of Economic and Business Research, Population Projections (FPS 180_2024), U.S. Census Bureau, 2020 Decennial Census, DP-1, 2025-PBC-PAM

The TAZs associated with the City and the surrounding area are shown in Figure 3.1. The 2020-PBC-PAM allocated 4,546 dwelling units associated with the Minto West plan amendment to four TAZs (#1593, #864, #1058, and #1079) for year 2030. As these dwelling units were associated with a specific development approval, no dwelling units were allocated to those portions of the City that are outside of the Minto West development area.

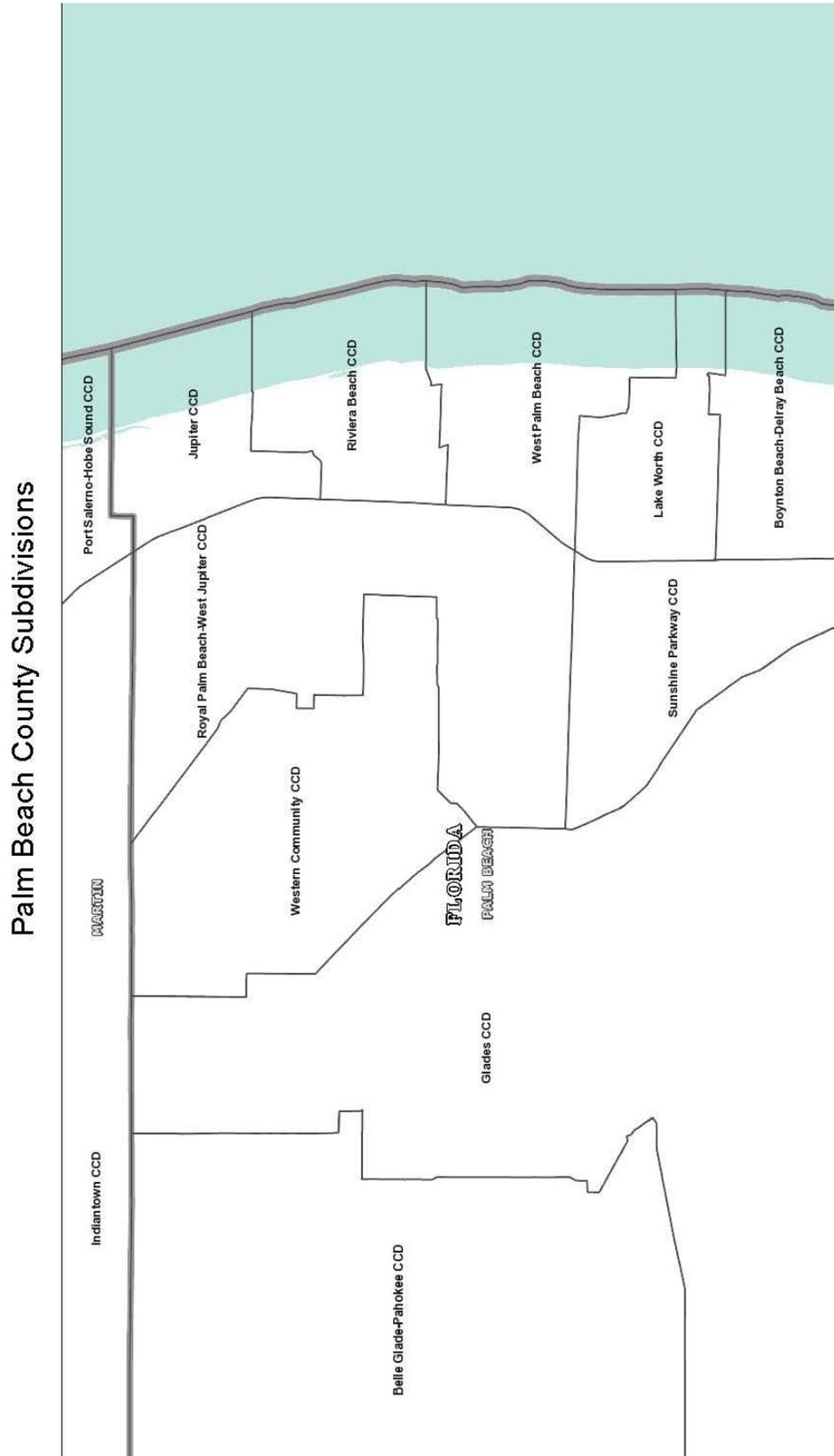
The larger geographic area where residential development may now occur, the longer extended planning timeframe to 2045 instead of 2030, and the increased 2024 BEBR medium county population projections, supports additional development opportunities for dwelling units and associated population. Therefore, the City projects 7,200 units by the year 2045, which corresponds to the long term planning period. This reflects a generally steady growth rate and considers growth trends in nearby cities. The densities established in the Future Land Use Element will accommodate the increase in dwelling units.

The 7,200 dwelling units are converted to permanent household population as follows. First, the total number of housing units is converted to an estimate of occupied housing units by subtracting units anticipated to be vacant or used for seasonal residents. Second, occupied housing units are converted to household population by applying an average population per household rate (PPH).

PPH, vacancy rates, and seasonal housing rates are based upon the surrounding Census County Divisions (CCDs) which have population characteristics expected to be more comparable to the City than the county as a whole. These CCDs are located in the central portion of Palm Beach County between the eastern coastal communities and the western areas.

Specifically, the City PPH, vacancy rate and seasonal rate are averages derived from the Royal Palm Beach-West Jupiter, Western Community, and Sunshine Parkway CCDs from the 2020 US Census. Figure 3.2 shows the boundaries of the CCDs. The vacancy rate used for the City is 4.59 percent. The seasonal rate is 5.77 percent. The PPH is 2.70. These rates are kept constant for the planning periods.

Figure 3.2: 2020 Census County Divisions (CCDs)



In addition to the permanent household population, some people may live in group quarters (e.g. nursing homes). The percent of permanent population expected to live in group quarters is zero in year 2025. However, a group quarters population is projected for 2035 by using the average group quarters rate from the same surrounding CCDs. According to the 2020 Census, the average group quarters rate is 0.653% which equates to 85 people in 2035.

The permanent population estimate for 2025 and projections for years 2035 and 2045 are provided in Table 3.2A based on the anticipated development of housing units and assumptions for group quarters populations. The permanent population projections were calculated by utilizing the projected total housing units (7,200), minus the vacancy rate (4.59%) and the seasonal rate (5.77%), and multiplying by the PPH of 2.70, plus the projected group quarter population.

Table 3.2A: City Permanent Population Projections

Year	Total Housing Units	Permanent Population	Group Quarters Population	Population
2025	3,625	8,774	0	8,774
2035	5,400	13,070	85	13,155
2045	7,200	17,426	114	17,540

The seasonal population projection is based on the seasonal housing rate of 5.77% of projected housing units as well as the plan for a 150-room hotel. An estimate of 2 persons per seasonal house or hotel room is assumed. The seasonal projection is shown in Table 3.2B below.

Table 3.2B: City Seasonal Population Projections

Year	Housing Population	Hotel Population	Total Seasonal
2025	209	0	209
2035	312	300	612
2045	415	300	715

The total population projection, consisting of both permanent and seasonal residents, is shown in Table 3.2C. These numbers were used for purposes of analyzing public infrastructure needs in the 10- and 20-years planning periods.

Table 3.2C: City Total Population Projection

Year	Permanent Population	Seasonal Population	Total Population
2025	8,774	209	8,983
2035	13,155	612	13,767
2045	17,540	715	18,255

Population Projections Utilized for the PBC 10-Year Water Supply Facilities Work Plan
 Table 3.3 provides the 10-year population forecast for the City of Westlake as prepared by Palm Beach County Water Utility Department (PBCWUD) and Planning Division of the Planning, Zoning and Building Department (PBCPZ&B).

Table 3.3: PBC WUD Population Forecast

PBC WUD Served Population	2025	2030	2035
Unincorporated County	473,442	492,881	516,131
Atlantis	2,160	2,186	2,263
Belle Glade	17,722	18,814	19,347
Boca Raton	598	645	662
Cloud Lake	171	174	175
Glen Ridge	276	279	280
Greenacres	45,480	46,327	46,961
Haverhill	2,399	2,557	2,630
Lake Clarke Shores	367	370	407
Loxahatchee Groves	349	589	864
Pahokee	6,086	6,262	6,546
Palm Beach Gardens	1,386	1,585	1,690
Palm Springs	1,903	3,098	3,731
Royal Palm Beach	35,066	36,134	36,409
South Bay	5,315	5,674	5,848
Wellington	9,623	9,653	9,696
Westlake	7,695	10,203	12,747
West Palm Beach	1,046	1,051	1,056
Total Population Served by PBC WUD	611,084	638,482	667,443
The following values represent the population throughout unincorporated Palm Beach County that is self-served via wells. All have the potential to request utility service from PBC WUD at any given time. For conservative facility planning purposes, plants are sized to be able to serve all the self-served population in addition to the population projected throughout the utility service area.			
Self-Served Population	2025	2030	2035
Loxahatchee Groves	3,141	3,334	3,454
Unincorporated PBC/Glades	42,784	42,079	41,761
Total Self-Served Population	45,323	44,843	44,320

Source: PBC WUD'S Water Supply Facilities Plan Update Table 5.2

As indicated above in Table 3.3 and compared with the LEC figures in Table 3.4, the population projections utilized in the PBC Water Supply Facilities Work Plan are aligned with and acceptable as representative of Westlake's projected population.

Population Projections Utilized in the 2024 LEC Water Supply Plan Update

Population projections in Table 3.4 for Total Population Served by PBCWUD are slightly higher (638,482) than the Population projections utilized in the Lower East Coast Regional Water Supply Plan update (635,840) per the Palm Beach County Water Utilities Department Utility Summary Table (See below), Appendix E Public Water Supply Utilities Summaries, page E-18. Palm Beach County indicates there is adequate capacity to

maintain the adopted level of service standard for potable water supply for these population projections.

**Table 3.4: 2024 LEC Plan Update
Palm Beach County Water Utilities Department Utility Summary**

Population and Finished Water Demand						
		Existing	Projected			
		2021	2025	2035	2045	
Population		545,848	577,044	635,840	678,344	
Average 2017-2021 Per Capita (gallons per day finished water)		103				
Potable Water Demands (daily average annual finished water in mgd)		56.22	59.44	65.49	69.87	
SFWMD Water Use Permitted Allocation (mgd)						
Potable Water Source		Permit Number 50-00135-W (expires 2053)				
SAS		97.40 ^a				
FAS (for blending with SAS)		7.00				
Bulk Finished Water (to Seacoast)		(5.00)				
Total Allocation		104.4^b				
FDEP Potable Water Treatment Capacity (PWS ID # 4504393)						
Permitted Capacity by Source		Cumulative Facility & Project Capacity (mgd)				
		Existing	Projected			
		2021	2025	2035	2045	
SAS		103.28	103.28	115.78	115.78	
FAS		0.00	0.00	0.00	0.00	
Total Potable Treatment Capacity		103.28	103.28	115.78	115.78	
Nonpotable Alternative Water Source Treatment Capacity (mgd)						
Reclaimed Water		25.89 ^c	27.89 ^c	27.89 ^c	27.89 ^c	
Total Nonpotable Treatment Capacity		25.89	27.89	27.89	27.89	
Project Summary						
Water Supply Projects	Source	Completion Date	Total Capital Cost (\$ million)	Projected Cumulative Design Capacity (mgd)		
				2025	2035	2045
Potable Water						
Expansion of WTP 2 to add 12.50 mgd Membrane Softening	SAS	2028	\$65.00	0.00	12.50	12.50
Total Potable Water			\$65.00	0.00	12.50	12.50

- ^a The SAS allocation of 97.40 mgd expires in 2042. The base condition allocation for the SAS is 86.99 mgd.
- ^b The permitted source allocations do not always total exactly. See the SFWMD water use permit for further information.
- ^c The PBCWUD is contracted to provide FPL with up to 22.00 mgd of reclaimed water for cooling purposes at the West County Energy Center. FPL currently uses approximately 14.00 mgd of that amount. This is in addition to the reclaimed capacity listed (25.89 mgd).
- ^d The project does not increase overall treatment capacity.
- ^e The PBCWUD is contracted to receive up to 10.51 mgd of reclaimed water from BCWWS.

Source: South Florida Water Management Lower East Coast (LEC) Appendix E Public Water Supply Utilities Summaries, page E-18

3.2: Potable Water Level of Service Standard and Demand Projections

SID is the retail provider of potable water within the City. There is an Interlocal Agreement between Palm Beach County and SID regarding the Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater, and Reclaimed Water Service Areas and Settling Certain Disputes and Lawsuits Between the Parties, dated April 18, 2006, which provides that SID can purchase bulk water from the County at a rate of up to 5.0

MGD for the next thirty (30) years with provisions to extend the agreement for 50 or more years. SID and Palm Beach County have invested in significant infrastructure in the City's area to provide potable water service. SID maintains water distribution facilities for service within the City and will expand internal potable water distribution lines concurrent with development within the City.

The City's level of service standard for potable water is 110 gallons per capita per day for residential uses and 150 gallons per 1,000 sq. ft. per day for non-residential uses with the following exceptions. Schools have a level of service standard of 18 gpd per student. Hotels have a level of service standard of 100 gpd per room. Parks have a level of service standard of 10 gpd per visitor. The per capita level of service standard will be applied to dwelling units using a 2.65 average population per household (PPH) unless it can be demonstrated that a different PPH is applicable. The City will continue to coordinate with SID to monitor and evaluate future operating demands as the City increases utility users and to adjust the level of service standard, if needed, through the planning periods.

Table 3.5 below provides an analysis of potable water demand over the short- and long-term planning periods. The first section identifies the level of service standards used for the planning analysis. The second section identifies existing and projected population and uses that require potable water. Square footage numbers are from the Palm Beach County property appraiser parcel database. Existing student numbers are based on school capacity numbers from the Palm Beach County School District Work Plan and anticipated students from a potential new school. New development square footage, hotel rooms, and college students are based on the existing development orders within the City. Projections of recreation and park daytime visitors are based on averages derived from the National Recreation and Park Association 2016 study of park usage entitled "NRPA Americans' Engagement with Parks Survey." The third section computes the current and projected demand for the planning periods.

In accordance with the 2006 Service Agreement between SID and County, the Agreement allows SID to reserve and purchase up to five (5) million gallons per day of bulk water and wastewater capacity over thirty (30) years. This amount is adequate to meet the projected demands over the 10-year Water Supply Plan planning horizon.

The anticipated facilities needed for the planning periods are identified in Table 4.1 and are also depicted on INF. Map 4.2 and INF. Map 4.3.

Table 3.5: Potable Water Analysis

Potable Water Level of Service			
	Gallons Per Day		
Per Person	110		
Per square foot for Commercial, Civic, and Industrial	0.15		
Per Student	18		
Per Hotel Room	100		
Per visitor of park and recreation facilities	10		
Demand Generators			
	2025	2035	2045
Population (excluding hotel population)	8,774	13,155	17,540
Commercial, Civic, and Industrial S.F.	1,012,504	35,475,700	35,475,700
K-12 Students	3,220	4,797	5,517
College Students	0	0	3,000
Total Students	3,220	4,797	8,517
Hotel Rooms	0	150	150
Recreation and Park Daytime Visitors	0	650	2,600
Demand Projections			
	2025	2035	2045
Population (excluding hotel population)	965,140	1,447,050	1,929,400
Commercial, Civic, and Industrial S.F.	151,876	5,321,355	5,321,355
Total Students	57,960	86,346	153,306
Hotel Rooms	0	15,000	15,000
Recreation and Park Daytime Visitors	0	6,500	26,000
Total Demand (Gallons Per Day)	1,174,976	6,876,251	7,445,061

3.3: Water Supply Provided by Local Government

The City does not own or maintain any water supply facilities. SID purchases potable and reuse water from Palm Beach County and will distribute that potable and reuse water as the exclusive retail provider of potable and reuse water within the City.

In accordance with the 2006 Service Agreement between SID and County, the Agreement allows SID to reserve and purchase up to five (5) million gallons per day of bulk water and wastewater capacity over thirty (30) years. This amount is adequate to meet the projected demands.

3.4: Conservation

Neither the County nor the *2024 Lower East Coast Water Supply Plan Update* identify specific programs within the City. However, as detailed below, the City includes conservation measures in its Comprehensive Plan and Land Development Regulations to support the goals and address the issues identified in the LECWSP.

3.4.1: Local Government Specific Actions, Programs, Regulations, or Opportunities

The City's Comprehensive Plan includes a number of policies, as detailed later in the Plan, that encourage conservation measures and the use of reuse water within the City. The City will continue implementing these policies through its Land Development Regulations and other programs in coordination with SID. The policies, provisions, and actions listed below, detail conservation measures currently implemented, enforced, or supported by the City of Westlake that will continue to offset future water demand consistent with Section 163.3177(6)(c)3., F.S. As development occurs and land uses transition from agricultural to urban, the City will continue coordinating with appurtenant agencies to expand water conservation strategies and opportunities to enhance current conservation programs over the planning horizon.

Restrictions in Permitted Water Use

- The City shall implement the Mandatory Year-Round Irrigation Conservation Measures as detailed in 40E-24 Florida Administrative Code.
- The City's Code of Ordinances shall include requirements for restrictions on water use during times an "emergency situation" is declared by SFWMD or when the City Council determines a reduction in water consumption is necessary to alleviate a local water shortage within the City's water system. Water restrictions may include reduction of hours and days allowed for irrigation, washing of vehicles, washing of outdoor surfaces, operation of ornamental fountains, operation of air conditioning without a recirculation system, limitations on filling and use of swimming pools, limitations on escapement of water through defective plumbing, restrictions on hotels and restaurants as to the minimum amount of water necessary to conduct operations and other restrictions as necessary.

Use of Florida-Friendly Landscape Principles

Through the implementation of Florida-friendly principles, the City can attain water efficient landscapes and expect reduced irrigation demand.

- The City's Land Development Code provides for the use of Florida-friendly landscaping materials including the minimum percent of required pervious area that must follow the principles of Florida-friendly landscape provisions as set forth in *The University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) Florida-Friendly Landscaping Guide to Plant Selection & Landscape Design*.
- The City's Comprehensive Plan Policy CON 1.3.12 supports Florida-friendly landscaping through the continued coordination with SFWMD and Palm Beach County IFAS Extension. The policy states, "*Continue promoting water efficient landscapes by coordinating with SFWMD and Palm Beach County Extension Office*

of the University of Florida Institute of Food and Agriculture Services (Palm Beach County IFAS Extension) on their Florida Friendly Landscaping programs.”

Requirement of Ultra-Low Volume Plumbing in New Construction

- The City has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The County Code prohibits a City within its jurisdiction from enacting standards less stringent from the FBC. The City’s Building and Inspection Services Division also includes in their procedures provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting certificates of occupancy.
- The City’s Comprehensive Plan Policy CON 1.3.10 *“encourage[s] the use of water-conserving fixtures in all new construction and redevelopment projects consistent with the Florida Building Code.”*

Water Conservation-Based Rate Structure

- SID has a conservation-based water rate structure, which includes an increasing rate with increasing use, as a means of reducing demand.

Meter Replacement Program

- Unaccounted for water summaries shall be submitted to the District annually, within one year of adoption of this Work Plan.

Rain Sensor Overrides and Maintenance for Lawn Sprinkler Systems

The Code requirements on irrigation systems promote efficient and conservative water use for irrigation.

- The City has adopted the FBC, which requires the installation of rain sensors on new irrigation systems. City Code Sec. 107-108 (b)(1)(f) states that irrigation plans shall *“incorporate in the design acceptable industry standards to promote water conservation practices and ensure the health, safety, and welfare of the public consistent with the Florida Building Code, Plumbing.”*
- The City’s Land Development Code includes provisions regarding regular irrigation maintenance and rain sensors on automatic lawn sprinkler systems. Sec. 107-109 indicates that irrigation systems shall be regularly maintained and kept in working order and be adjusted as required to meet the water needs of the landscape, including, *“resetting the automatic controller according to the climatic season.”* Additionally, Sec. 107-109 (1) states, *“irrigation systems shall be designed to apply water to shrub and tree areas on a less frequent schedule than lawn areas to the extent practical. A rain-sensor switch shall be installed on systems with automatic controllers. Irrigation systems shall be designed as not to overspray water onto impervious areas.”*

Public Information Program

By providing accessible public information, the City may expect an increased public awareness through educational programs.

- The City’s Comprehensive Plan policies encourage coordinated efforts to inform the public about water conservation. Per Policies CON 1.3.11 and INF 1.7.3, respectively, the City shall *“coordinate with SFWMD and SID to provide information*

resources regarding water conservation” and “coordinate with SFWMD to develop public information and education programs that promote water conservation.”

- The City shall coordinate with SID to develop a program to provide water conservation information and practices to the City’s residents and SID customers through the City and SID webpages and an annual Water Quality Report.
- The City will coordinate future water conservation efforts with SID and the SFWMD. In addition, the City will continue to support and expand existing goals, objectives and policies in the Comprehensive Plan promoting water conservation in a cost-effective and environmentally sensitive manner. The City will continue to actively support the SFWMD and its water supplier(s) in the implementation of new regulations or programs designed to conserve water during the dry season.

Conservation and Preservation of Ground and Surface Waters

The City shall continue to coordinate with SID and the SFWMD to provide adequate protection of water resources and foster groundwater recharge.

- The City’s Comprehensive Plan Policies INF 1.2.3 and INF 1.7.1, respectively, support the continued protection and conservation of ground and surface waters through coordination with the SFWMD, specifically *“continue[ing] to protect and conserve ground and surface waters”* and *“implement[ing] applicable regional water resource projects, which may reduce losses of excess stormwater to tide, recharge the surficial aquifer, protect the functions of natural groundwater recharge areas and natural drainage features (to the extent they exist), and provide water to preserve areas for additional surface water storage.”*
- The City’s Comprehensive Plan and the Land Development Code prohibit vertical development surrounding the M Canal, which serves as a public water supply to the City of West Palm Beach and is recognized as an allowed conservation use within the City of Westlake.
 - Policy CON 1.3.13 states, *“The M Canal serves as a source of public water supply to the City of West Palm Beach. The Plan recognizes the M Canal as an allowed conservation use within the civic and residential Future Land Use Categories. Development is prohibited within the M Canal right of way. Further, development shall be prohibited north of the M Canal right of way and within the 100 feet south of the M Canal right of way. This does not prohibit construction of roads or any development in the M Canal right of way related to the expansion, operation and maintenance of the M Canal. The Land Development Regulations shall address compatibility between the M Canal and any adjacent development. The City will coordinate with SFWMD and SID to encourage drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.”*
 - Sec. 119-68 of the Land Development Code states, *“Vertical development is prohibited within the M-Canal right-of-way. Further, vertical development is prohibited north of the M-Canal right-of-way and within eighty (80) feet to the south of the M-Canal right-of-way. This does not prohibit vertical development in M-Canal right-of-way related to the operation and maintenance of the M-Canal.”*

- Furthermore, Comprehensive Plan Policy CON 1.3.14 intends to preserve water quality of the M Canal by *“To the extent the City has jurisdiction, require[ing] drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.”*

3.5: Reuse

State law supports reuse efforts. Florida’s utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides “the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest.” In addition, Section 403.064(1), F.S., states “reuse is a critical component of meeting the state’s existing and future water supply needs while sustaining natural systems.”

3.5.1: Local Government Specific Actions, Programs, Regulations, or Opportunities

The City supports water reuse initiatives under consideration by both the SFWMD and Palm Beach County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water. The City’s Comprehensive Plan, through policies INF 1.4.1, INF 1.4.2, and CON 1.3.6, encourages both conservation of water and use of alternative water supplies, such as reclaimed water for irrigation. The subject policies are exhibited below.

- Policy INF 1.4.1: *“Coordinate with SID to provide reuse water for landscape irrigation. Where reuse water is unavailable, surface water may be used as a source of irrigation water. To the extent it has jurisdiction, the City will not allow domestic self-supply wells to supply water for irrigation within the City.”*
- Policy INF 1.4.2: *“New developments and redevelopment will be required to connect to the centralized reuse water facilities where reuse water is available. The City shall coordinate with SID to maximize the use of existing reuse facilities for the provision of reuse water.”*
- Policy CON 1.3.6: *“Continue requiring Require new development and redevelopment to use reuse water for irrigation where it is available.”*

Moreover, the City’s Land Development Code, Sec. 107-107, requires *“new development, redevelopment, and expansion of existing development ... to use reuse water for irrigation where it is available.”*

4.0: CAPITAL IMPROVEMENTS

This section provides a brief description of the City's Capital Improvements Program and Policies for Water Supply.

4.1: Work Plan Projects

Based on the population projections and a capacity analysis for the short-term planning period there is adequate facility capacity to maintain the adopted level of service standard for potable water supply as provided through interlocal agreements between SID and Palm Beach County. SID plans on expanding distribution lines for potable water and beginning the interconnection process of water with the County's lines within the 2023 planning period.

SID's planned improvements for potable water are listed in the Capital Improvement Schedule and are shown on attached INF Maps 4.2 and 4.3. Pursuant to the Westlake/SID Interlocal, these improvements have and will continue to be provided in order to ensure the achievement and maintenance of the adopted level of service standards for potable water and wastewater. SID is constructing facilities and otherwise facilitating these improvements using non-ad valorem assessments, developer contributions, and other sources of revenue.

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4.1.1: Capital Improvements Element/Schedule

Table 4.1: 5-Year Capital Improvement Schedule Summary

5-Year Capital Improvements Schedule: Summary of Total Project Costs By Year										
Project Description	Priority	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Total Funding Amount	Funding Source*	
Saddle Bay Drive	High	\$ -	\$ -	\$ -	\$ 996,660.00	\$ -	\$ -	\$ 996,660.00	Developer/ Bonds	
Persimmon Blvd E, Phase 5 (Up to Roundabout)	High	\$ 967,678.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 967,678.00	Developer/ Bonds	
Persimmon Blvd E, Phase 6 (Up to 140th)	High	\$ -	\$ 3,045,923.00	\$ 1,328,640.00	\$ -	\$ -	\$ -	\$ 4,374,563.00	Developer/ Bonds	
Persimmon Blvd W Phase 3	High	\$ -	\$ -	\$ -	\$ -	\$ 1,251,225.00	\$ -	\$ 1,251,225.00	Developer/ Bonds	
Town Center Parkway SW Phase 3	High	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,083,200.00	\$ 2,083,200.00	Developer/ Bonds	
Town Center Parkway NW Phase 1	High	\$ 1,036,945.00	\$ 1,267,377.00	\$ -	\$ -	\$ -	\$ -	\$ 2,304,322.00	Developer/ Bonds	
Town Center Parkway NW Phase 2	High	\$ -	\$ -	\$ -	\$ -	\$ 1,713,660.00	\$ -	\$ 1,713,660.00	Developer/ Bonds	
Stormwater Management Lakes – Parcel V	High	\$ 4,216,951.00	\$ 221,945.00	\$ -	\$ -	\$ -	\$ -	\$ 4,438,896.00	Developer/ Bonds	
Stormwater Management Lakes – Parcel U	High	\$ 5,255,210.00	\$ 927,390.00	\$ -	\$ -	\$ -	\$ -	\$ 6,182,600.00	Developer/ Bonds	
Stormwater Management Lakes – Silverlake	High	\$ -	\$ 2,290,625.00	\$ -	\$ -	\$ -	\$ -	\$ 2,290,625.00	Developer/ Bonds	
Stormwater Management Lakes – Parcel B	High	\$ -	\$ -	\$ -	\$ -	\$ 1,700,635.00	\$ -	\$ 1,700,635.00	Developer/ Bonds	
Water Main from (Parcel V to SE Interconnect)	High	\$ -	\$ 243,000.00	\$ -	\$ -	\$ -	\$ -	\$ 243,000.00	Developer/ Bonds	
Force Main from (Persimmon Phase 6 to SE Interconnect)	High	\$ -	\$ 305,200.00	\$ -	\$ -	\$ -	\$ -	\$ 305,200.00	Developer/ Bonds	
Community Park (Parcel C-4)	High	\$ 1,450,000.00	\$ 3,155,000.00	\$ 885,000.00	\$ -	\$ -	\$ -	\$ 5,500,000.00	Bonds	
Seminole Improvement District Complex	High	\$ 647,368.00	\$ 1,817,632.00	\$ -	\$ -	\$ -	\$ -	\$ 2,465,000.00	Bonds	
TOTAL	-	\$ 13,574,152.00	\$ 13,284,092.00	\$ 2,213,640.00	\$ 996,660.00	\$ 4,665,520.00	\$ 2,083,200.00	\$ 36,817,264.00	-	

5.0: GOALS, OBJECTIVES AND POLICIES

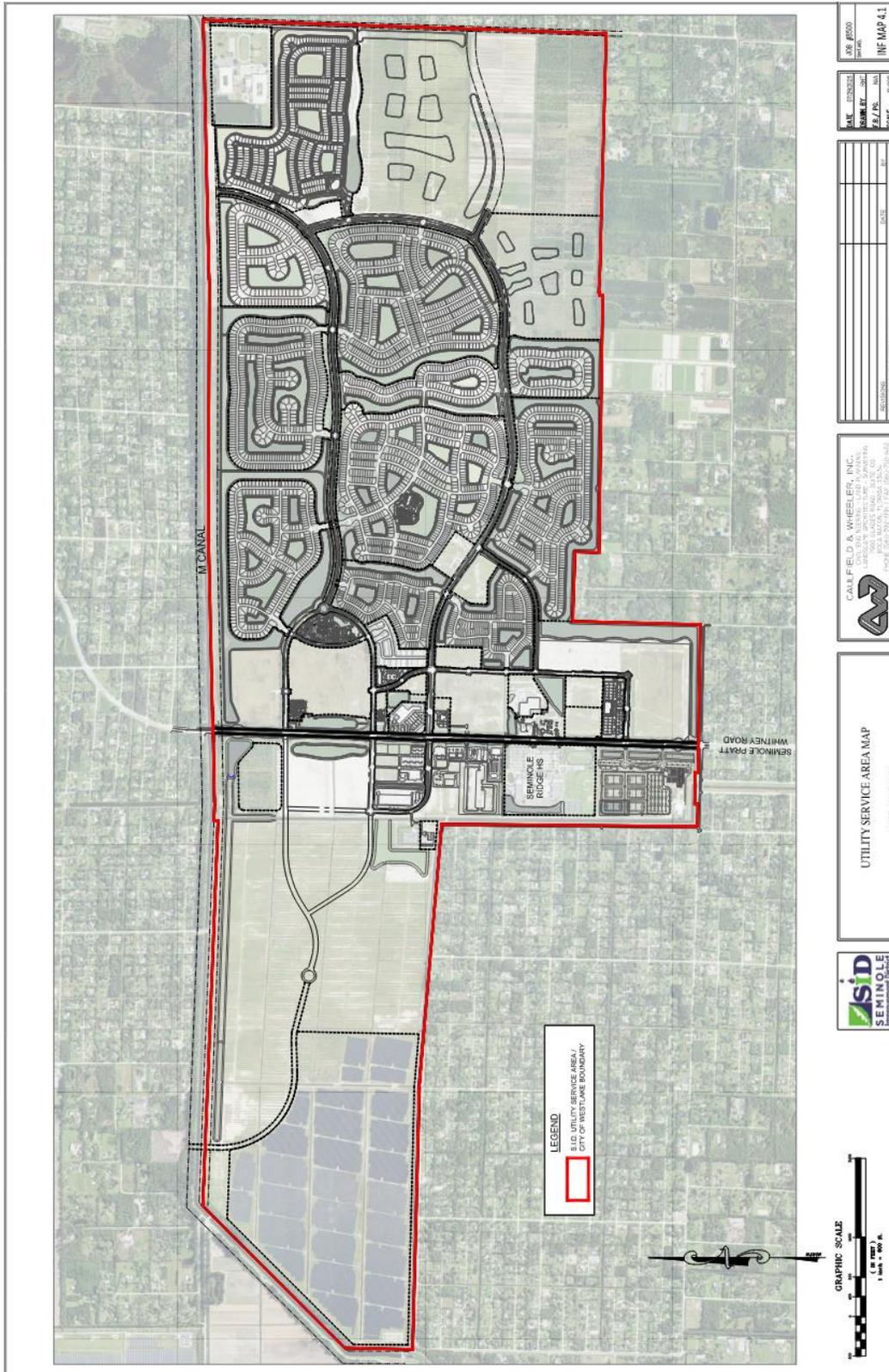
Comprehensive Plan Goals, Objectives, and Policies (GOPs) are included in the Elements to ensure implementation and future updates of the 10 Year Water Supply Facilities Work Plan as required by Section 163.3177 (6) (c), F.S. As GOPs are often amended outside of the cycle for Water Supply Facilities Work Plan amendments (i.e. Evaluation and Appraisal Report amendments every seven (7) years), the GOPs are contained in the Comprehensive Plan and are not part of the officially adopted Water Supply Plan. Associated Comprehensive Plan amendments to relevant GOPs will be adopted concurrently with the Work Plan update.

- Policy INF 1.2.1 The City hereby adopts by reference the 2026 City of Westlake Water Supply Facilities Work Plan (Work Plan), ~~dated March 2018~~, for a planning period of not less than 10 years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City’s water service area. The City shall review and update the Work Plan at least every five (5) years within 18 months after the governing board of the South Florida Water Management District (SFWMD) approves an updated Lower East Coast Water Supply Plan. Any changes affecting the Work Plan shall be included in the annual Capital Improvements Plan update to ensure consistency between the Work Plan and the Capital Improvements Element.
- Policy INF 1.7.2 Support the SFWMD ~~2013~~ 2024 Lower East Coast Regional Water Supply Plan Update and coordinate with SFWMD on its implementation.

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6.0 MAPS

Map 4.1: Utility Service Area Map



DATE: 07/20/22	DATE: 07/20/22	DATE: 07/20/22	DATE: 07/20/22
BY: J.P.S.	BY: J.P.S.	BY: J.P.S.	BY: J.P.S.
SCALE: 1" = 100'			

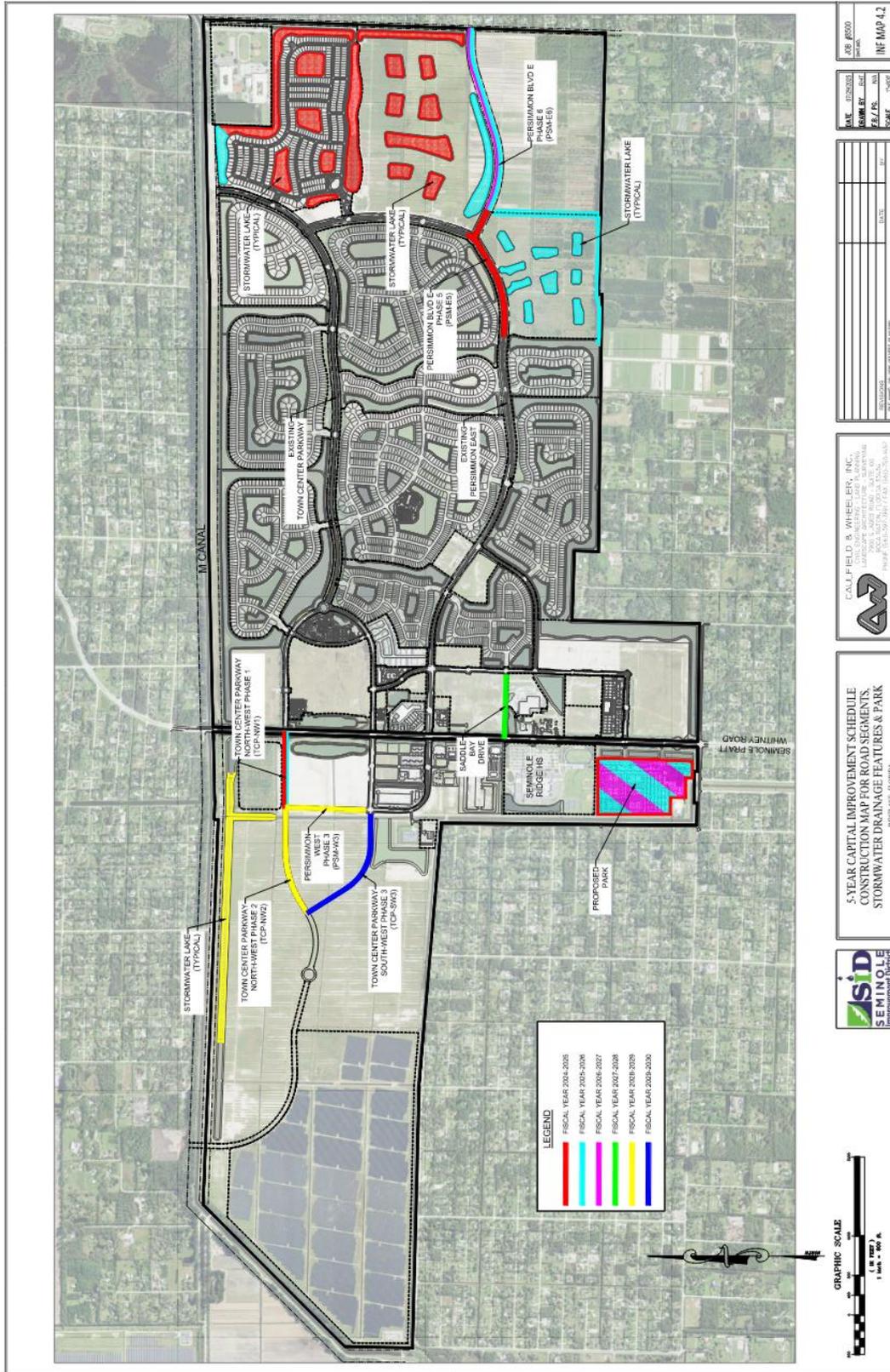
CALIFIELD & WHEELER, INC.
 ENGINEERS, ARCHITECTS, PLANNERS
 1001 E. UNIVERSITY AVENUE, SUITE 200
 WESTLAKE, FLORIDA 33586
 PHONE: (615) 533-3347 | FAX: (615) 533-3348

sid
 SEMINOLE
 Improvement District

UTILITY SERVICE AREA MAP
 WESTLAKE, FLORIDA

JOB #5500
 SHEET
 INF MAP 4.1

INF Map 4.2: 5-Year Capital Improvement Schedule



File Attachments for Item:

A. SpringFest 2026 Temporary Land Use Agreement

Submitted by: Administration



Meeting Agenda Item Coversheet

MEETING DATE:	March 3, 2026	Submitted By: Administration		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	RESOLUTION 2026-02 - Approving and authorizing the mayor or vice mayor to execute the temporary use agreement between Minto PBLH, LLC and the city of Westlake, Florida			
STAFF RECOMMENDATION: (MOTION READY)	Motion to approve and authorize the Mayor or Vice Mayor to execute the Temporary Use Agreement between Minto PBLH, LLC and the City of Westlake for the use of Parcel PC-2 in connection with the SpringFest event scheduled for March 28, 2026.			
SUMMARY and/or JUSTIFICATION:	<p>The City of Westlake will host SpringFest on March 28, 2026, and requires temporary use of property owned by Minto PBLH, LLC to accommodate event parking and related activities.</p> <p>The Temporary Use Agreement authorizes use of the property for event parking, vendors (including food trucks), tents and temporary improvements, a bounce house, petting zoo, Easter egg hunt, and portable restroom facilities. The Agreement outlines insurance, restoration, and compliance requirements. The property will be accepted “as is” and restored following the event.</p> <p>The Agreement is limited in duration and will automatically terminate upon completion of the event. Approval will authorize execution of the Agreement and allow SpringFest 2026 to proceed as planned.</p>			
SELECT, if applicable	AGREEMENT:	x	BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Temporary Use Agreement between Minto PBLH, LLC and the City of Westlake Exhibit “A” – Temporary Use Agreement			
SELECT, if applicable	RESOLUTION:	x	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field’s textbox and leave blank) <u>Please keep text indented.</u></i>	RESOLUTION 2026-02			
	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE TEMPORARY USE AGREEMENT BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):			\$	86

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CITY OF WESTLAKE

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE TEMPORARY USE AGREEMENT BETWEEN MINTO PBLH, LLC AND THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the Mayor or Vice Mayor to execute the Temporary Use Agreement between Minto PBLH, LLC and the City of Westlake, Florida;

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

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Council of the City of Westlake, Florida, hereby approves and authorizes the Mayor or Vice Mayor to execute the Temporary Use Agreement between Minto PBLH, LLC and the City of Westlake, Florida A copy of the Agreement is attached hereto as Exhibit "A".

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

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

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SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this ____ day of _____ 2026.

City of Westlake
JohnPaul O'Connor, Mayor

Odet Izquierdo, Acting City Clerk

Temporary Use Agreement

This Temporary Use Agreement (“Agreement”) is made by and between Minto PBLH, LLC, a Florida limited liability company (“Minto”), and the City of Westlake, a municipal corporation of the state of Florida (“Westlake”). Minto and Westlake may be referred to individually herein as a “party” and collectively as “the parties.”

WHEREAS, Minto owns that certain real property (the “Property”) described in Exhibit “A” attached hereto, which is hereby incorporated herein as if fully set forth; and

WHEREAS, Westlake desires to use the Property on a temporary basis to provide parking and other uses specified below for an event titled “SpringFest” taking place on March 28, 2026 (the “Event”); and

WHEREAS, Minto desires to permit Westlake to use the Property for parking and other uses related to the Event, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for the mutual covenant and matters set forth herein, the sufficiency of which both parties hereby acknowledge, the parties hereby agree as follows:

1. **Incorporation.** The recitations set forth above are incorporated herein.
2. **Use.** Minto agrees to allow Westlake; vendors authorized by Westlake; Westlake’s guests, agents, and invitees; and members of the public (collectively, “Westlake Parties”) to enter onto and use the Property for the following purposes associated with the Event:
 - a. Parking associated with the Event;
 - b. Use by vendors (including food trucks) selling goods and services, along with associated tents and other temporary improvements and furnishings;
 - c. A bounce house;
 - d. A petting zoo;
 - e. An Easter Egg hunt; and
 - f. Placement and use of portable toilet facilities.
3. **Limitations.** This Agreement only permits Westlake Parties to use the Property for the purposes specified in Section 2, above. This Agreement shall not be construed to permit any other use of the Property and shall not be construed to permit use of any other real property owned or controlled by Minto. Further, this Agreement only permits Westlake to use the Property between the hours of 12:01 am on March 28, 2026, and 11:59 pm on March 28, 2026, except as otherwise may be agreed to in writing by both parties for purposes of set-up, take-down, and clean up related to the Event.
4. **As Is; Use Restrictions.** Westlake certifies that it has inspected the Property and accepts the Property “as is” for use in the Property’s existing condition. Westlake shall not make or permit any

City  Minto

improvements, alterations, or modifications to the Property; shall not commit or allow to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of the value of the Property; shall not allow any vehicle transporting or holding hazardous waste or hazardous material to park on the Property; shall comply with all applicable state, local, and federal laws, rules, and regulations; and shall ensure the Property is returned to Minto in the same condition the Property was in prior to the Event, including removing all trash and debris.

5. **Indemnification.** To the extent permitted by law, Westlake shall indemnify, save, and hold harmless Minto, its officers, employees, agents, and representatives from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from Minto, its officers, employees, agents, or representatives, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the use of the Property for the Event, including the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Westlake Parties or Westlake's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Westlake to indemnify Minto for Minto's own negligence, or intentional acts of Minto, its officers, employees, agents, and representatives. In the event Minto, its officers, employees, agents, or representatives, shall be made a party to litigation associated with the use of the Property for the Event, Westlake shall also pay all costs and attorneys' fees incurred by Minto in connection with such litigation and any appeals thereon. This section shall not be construed to waive Westlake's sovereign immunity under Florida law.

6. **Waiver.** The parties agree Minto will not be responsible for any property or other damages or personal injury sustained by Westlake, Westlake Parties, or others using the Property for the Event, from any cause whatsoever related to Westlake's use of the Property, whether such damage or injury occurs before, during, or after the use of the Property. Westlake hereby forever waives, discharges, and releases Minto, its officers, employees, agents, and representatives, to the fullest extent the law allows, from any liability for any damage or injury sustained by Westlake, Westlake Parties, or others using the Property for the Event. This section shall not be construed to waive Westlake's sovereign immunity under Florida law.

7. **Insurance.** Westlake shall obtain all insurance ("City Insurance") required by this Section 7 and further described in Exhibit "B" attached hereto, which is hereby incorporated herein as if fully set forth. Westlake shall provide proof of the City Insurance to Minto at least 4 days prior to the Event. The City Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Event or this Agreement and shall list Minto as an additional insured party for all insurance. Westlake shall require any contractors, consultants, subcontractors, or subconsultants associated with the Event to procure separate insurance that meets the requirements set forth herein for City Insurance, or the commercial equivalent of the City Insurance, and provide proof thereof to Minto at least 4 days prior to the Event. Any legal requirement that limits the ability of Westlake to obtain insurance that meets the requirements of

this Agreement does not relieve the contractors, consultants, subcontractors, or subconsultants associated with the Event from obtaining insurance that meets all requirements of this Section 7 and Exhibit “B” or the commercial equivalent thereof.

8. **Health and Safety.** Westlake will take proper health and safety precautions to protect its employees, officials, contractors, guests, invitees, agents, and representatives, including the Westlake Parties, that enter onto the Property for the Event from all injury and all property or other damages.

9. **Effective Date and Termination.** This Agreement becomes effective at the date and time the last party executes this Agreement (the “Effective Date”). This Agreement shall automatically terminate at 12:01 am on March 29, 2026.

10. **No Transfer.** Westlake will not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity. This provision shall not prohibit the general public and Westlake’s contractors from use of the Property for the Event, subject to the limitations herein.

11. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

12. **Survival.** The provisions of this Agreement regarding indemnification, waiver, insurance, and legal expenses shall survive termination of this Agreement and remain in full force and effect.

13. **Public Records.**

13.1 The City of Westlake is a public agency subject to Chapter 119, Florida Statutes. Minto shall comply with Florida’s Public Records Law. Specifically, Minto shall:

13.1.1 Keep and maintain public records required by Westlake to perform under this Agreement;

13.1.2 Upon request from Westlake’s custodian of public records, provide Westlake with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Minto shall destroy all copies of such confidential and exempt records remaining in its possession after Minto transfers the records in its possession to Westlake; and

13.1.4 Upon completion of the Agreement, Minto shall transfer to Westlake, at no cost to Westlake, all public records in Minto’s possession. All records stored electronically by Minto must be

provided to Westlake, upon request from Westlake's custodian of public records, in a format that is compatible with the information technology systems of Westlake.

13.2 The failure of Minto to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, Westlake may terminate the Agreement in accordance with the terms herein.

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

**CITY CLERK
4001 SEMINOLE PRATT WHITNEY ROAD
WESTLAKE, FL 33470
(561) 790-1742**

14.

- a. Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Minto, the undersigned certifies that Minto does not: (1) Use or threaten to use physical force against any person; (2) Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) Cause or threaten to cause financial harm to any person; (6) Entice or lure any person by fraud or deceit; or (7) Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
- b. Undersigned, on behalf of Minto, hereby attests under penalties of perjury "I declare that I have read the foregoing Agreement and that the facts stated in it are true."

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

Westlake:

Printed Name: _____

Title: _____

Date: _____

WITNESS:

Printed Name: _____

Minto:



Printed Name: John F. Carter

Title: Senior Vice President

Date: February 4, 2026

WITNESS:



Printed Name: Kathryn Rossmell

EXHIBIT A
Legal Description

EXHIBIT "A"

DESCRIPTION:

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

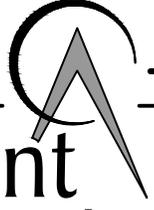
COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.01°33'05"W. ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL ROAD EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF SAID PUBLIC RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL ROAD EASEMENT, A DISTANCE OF 3776.52 FEET TO A POINT ON THE ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1544, PAGE 378 AND OFFICIAL RECORD BOOK 1640, PAGE 1626 BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W. ALONG SAID ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD, A DISTANCE OF 4364.18 FEET TO THE NORTHWEST CORNER OF THE EXISTING RIGHT-OF-WAY OF SEMINOLE PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 28479, PAGE 822 OF SAID PUBLIC RECORDS, ALSO A POINT ON THE SOUTH LINE OF PERSIMMON BOULEVARD AS RECORDED IN OFFICIAL RECORD BOOK 10202, PAGE 430, OF SAID PUBLIC RECORDS; THENCE S.88°17'08"E., ALONG SAID SOUTH LINE OF PERSIMMON BOULEVARD, A DISTANCE OF 646.56 FEET TO A POINT ON THE EAST LINE OF SAID EXISTING RIGHT-OF-WAY OF SEMINOLE PRATT WHITNEY ROAD; THENCE S.01°42'52"W., ALONG SAID EAST LINE, A DISTANCE OF 77.00 FEET; THENCE CONTINUE S.01°42'52"W., A DISTANCE OF 3.00 FEET TO A POINT ON THE ADDITIONAL RIGHT-OF-WAY OF PERSIMMON BOULEVARD, AS SHOWN ON PERSIMMON BOULEVARD EAST - PLAT 1, AS RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID ADDITIONAL RIGHT-OF-WAY FOR THE FOLLOWING THREE (3) COURSES: 1) S.88°17'08"E., A DISTANCE OF 573.95 FEET; 2) THENCE S.43°17'08"E., A DISTANCE OF 53.74 FEET; 3) THENCE S.88°17'08"E., A DISTANCE OF 112.50 FEET TO POINT ON THE EAST RIGHT-OF-WAY OF ILEX WAY II, AS SHOWN OF ILEX WAY II, AS RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE CONTINUE S.88°17'08"E. ALONG SAID ADDITIONAL RIGHT-OF-WAY, A DISTANCE OF 1.50 FEET TO THE SOUTHEAST CORNER OF PERSIMMON BOULEVARD EAST - PLAT 1, AS RECORDED IN PLAT BOOK 125, PAGES 106 AND 107, OF SAID PUBLIC RECORDS, ALSO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PERSIMMON BOULEVARD EAST, AS SHOWN ON PERSIMMON BOULEVARD EAST-PLAT 2, AS RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF PERSIMMON BOULEVARD EAST, FOR THE FOLLOWING THREE (3) COURSES: 1) N.01°42'52"E., A DISTANCE OF 12.00 FEET; 2) THENCE N.46°42'53"E., A DISTANCE OF 56.57 FEET; 3) THENCE S.88°17'08"E., A DISTANCE OF 373.13 FEET; THENCE S.01°41'49"W., A DISTANCE OF 947.92 FEET; THENCE N.88°18'58"W., A DISTANCE OF 419.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ILEX WAY II, AS RECORDED IN PLAT BOOK 128, PAGES 22 THROUGH 25, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF ILEX WAY II FOR THE FOLLOWING SIX (6) COURSES: 1) N.01°42'52"E., A DISTANCE OF 286.41 FEET; 2) THENCE N.43°17'08"W., A DISTANCE OF 15.56 FEET; 3) THENCE N.01°42'52"E., A DISTANCE OF 38.40 FEET; 4) THENCE N.02°54'08"E., A DISTANCE OF 239.24 FEET; 5) THENCE N.14°07'19"E., A DISTANCE OF 51.38 FEET; 6) THENCE N.01°42'52"E., A DISTANCE OF 270.96 FEET TO THE **POINT OF BEGINNING**.

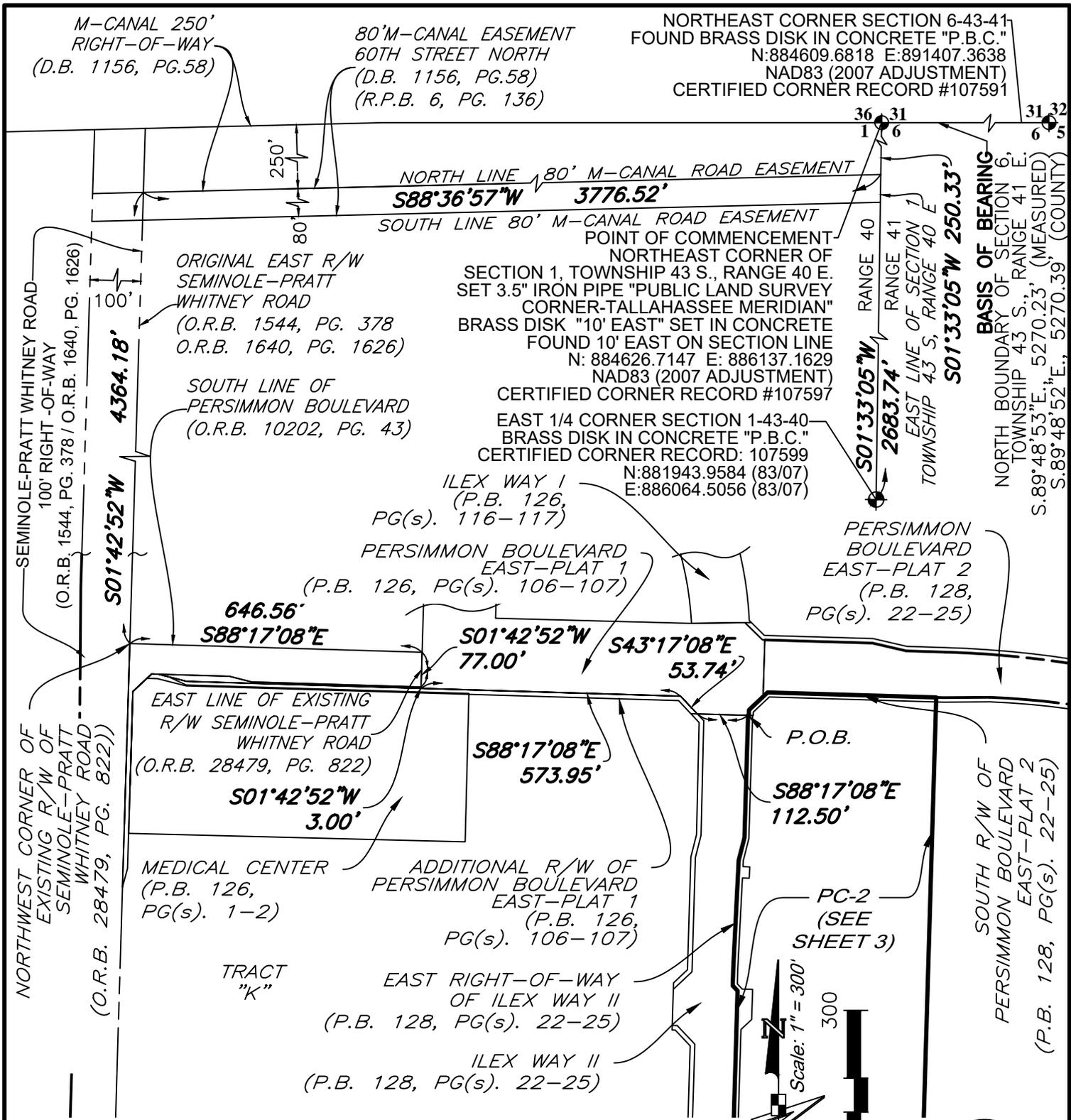
CONTAINING: 398,017 SQUARE FEET OR 9.137 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENT OF RECORD.

SKETCH AND DESCRIPTION PARCEL PC-2

REVISIONS				Prepared For: MINTO		
No.	Date	Description	Dwn.	Date of Sketch: 05/24/19		
1	06-08-22	ADD SURVEY NOTE AND PSM BLOCK	SAB	SURVEYOR'S CERTIFICATE This certifies that a Sketch and Description of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.		GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd. Suite 105 Riviera Beach, FL 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business Number LB 7768
				Gary R. Rager FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828		
				NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		
				Drawn: SWM Date: 05/24/19 Data File: ~~~~ Check: LJO P.C.: ~~~~ Field Book: ~~~~		
				Sections: 12 Twn. 43S Rng. 40E Job #: S&D_PC		
Sheet No. 1 of 3 Sheets				96		DWG NAME: W:\WESTLAKE\WESTLAKE - NAVD88\SURVEYS & D POD PC-2\S & D _POD PC-2.DWG PLOTTED BY: SCOTT BAHR ON: 6/9/2022 8:11 AM LAST SAVED BY: SBAHR ON: 6/9/2022 8:10 AM



**SKETCH AND DESCRIPTION
PARCEL PC-2**

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: MINTO
 Date of Sketch: 05/24/19



GeoPoint
Surveying, Inc.

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

Drawn: SWM	Date: 05/24/19	Data File: ~~~~
Check: LJO	P.C.: ~~~~	Field Book: ~~~~

DWG NAME: \\W\ESTLAK\WESTLAKE - NAVD88\SURVEYS & D\POD PC-2\S & D\POD PC-2.DWG PLOTTED BY: SCOTT BAHR ON: 6/9/2022 8:11 AM LAST SAVED BY: SBAHR ON: 6/9/2022 8:10 AM

- SEMINOLE-PRATT WHITNEY ROAD (100' RIGHT-OF-WAY)
(O.R.B. 1544, PG. 378) (O.R.B. 1640, PG. 1623)

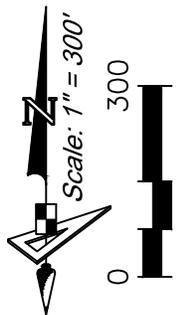
ILEX WAY I
(P.B. 126, PG(s). 116-117)

SOUTH R/W OF
PERSIMMON BOULEVARD
EAST-PLAT 2
(P.B. 128, PG(s). 22-25)

PERSIMMON BOULEVARD
EAST-PLAT 1
(P.B. 126, PG(s). 106-107)

PERSIMMON BOULEVARD
EAST-PLAT 2
(P.B. 128, PG(s). 22-25)

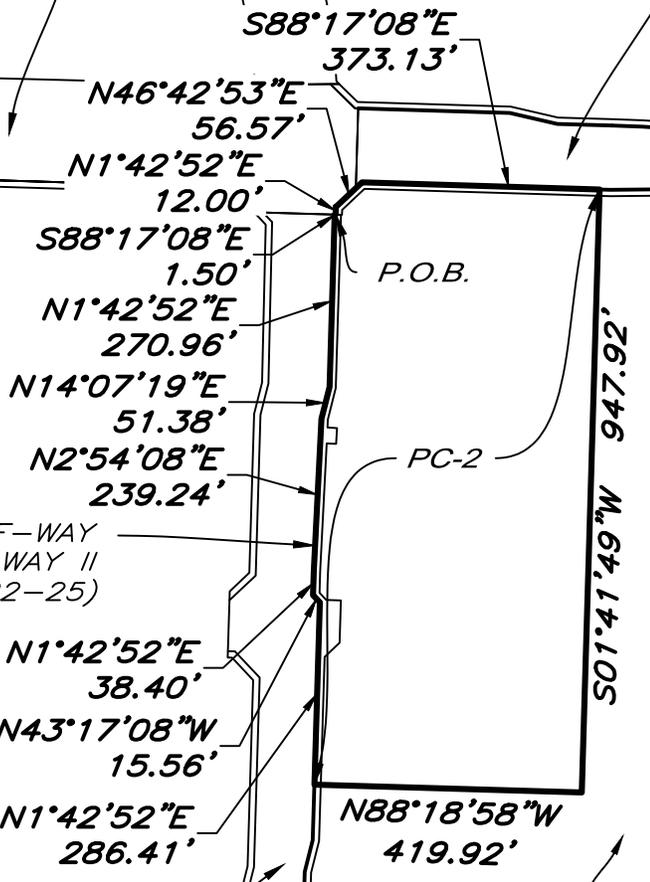
MEDICAL CENTER
(P.B. 126,
PG(s). 1-2)



EAST RIGHT-OF-WAY
OF ILEX WAY II
(P.B. 128, PG(s). 22-25)

TRACT
"K"

ILEX WAY II
(P.B. 128, PG(s). 22-25)



**SKETCH AND DESCRIPTION
PARCEL PC-2**

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: MINTO
Date of Sketch: 05/24/19

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd. Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 05/24/19	Data File: ~~~~
Check: LJO	P.C.: ~~~~	Field Book: ~~~~

Sections: 12 Twn. 43S Rng. 40E Job #: S&D_PC

DWG NAME: W:\WESTLAKEWESTLAKE - NAVD88\SURVEYS & D POD PC-2\S & D _POD PC-2.DWG PLOTTED BY: SCOTT BAHR ON: 6/9/2022 8:11 AM LAST SAVED BY: SBAHR ON: 6/9/2022 8:10 AM

Exhibit B

Insurance Requirements

The following coverage, terms and limits are minimum requirements (the “**City Insurance**”) to be provided by Westlake which must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Event or this Agreement:



24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the “report a claim” option.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



USLI.COM
888-523 101 5



Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- ▶ Uneven or worn floors/carpets/steps/sidewalks
- ▶ Inadequate or poorly maintained lighting
- ▶ Obstructed views
- ▶ Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

"An ounce of prevention is worth a pound of cure."
-Benjamin Franklin

Regards,

A handwritten signature in black ink that reads 'Thomas P. Nerney'. The signature is fluid and cursive.

Thomas P. Nerney
Chairman, President and CEO

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No. SE 1180875

NAMED INSURED AND ADDRESS:
CITY OF WESTLAKE
4001 SEMINOLE PRATT WHITNEY ROAD
WESTLAKE, FL 33470

POLICY PERIOD: (MO. DAY YR.) From: 03/27/2026 To: 03/30/2026

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Corporation

BUSINESS DESCRIPTION: Special Event

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$680.00
FIGA Surcharge	\$6.80
TOTAL:	\$686.80

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: HULL & COMPANY, LLC (JACKSONVILLE, FL) (1685)
4600 Touchton Rd. E. Bldg. 100, Suite 550
Jacksonville, FL 32246

Issued: 01/23/2026 9:28 AM

Broker:

By: 
Authorized Representative

EXTENSION OF DECLARATIONS

Policy No. SE 1180875

Effective Date: 03/27/2026

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG 21 06	12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0220	03/12	Florida Changes - Cancellation And Nonrenewal
CG2011	04/13	Additional Insured - Managers or Lessors of Premises
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2144	04/17	Limitation of Coverage to Designated Premises, Project or Operation
CG2147	12/07	Employment-Related Practices Exclusion
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
CG4032	05/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
Jacket FL	12/19	Policy Jacket
L 427	01/20	Exclusion for Fireworks and Other Pyrotechnic Devices
L 535	03/15	Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
L 541 FL	04/24	Extension of Certified Acts of Terrorism Coverage
L 599	08/25	Absolute Exclusion for Pollution, Infectious Agent, Mold, Silica, Asbestos, and Lead with a Hostile Fire Exception for Pollution Only and with a Food Borne Illness Exception
L-206	04/15	Fully Earned Premium Endorsement
L-224	12/17	Punitive or Exemplary Damages Exclusion
L-387	12/19	Exclusion - Mechanical Riding Devices and Mechanical Amusement Devices
L-423	02/11	Exclusion For Structure Collapse
L-428 FL	05/21	Firearms Exclusion
L-461	11/20	Absolute Assault or Battery Exclusion
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-563	10/18	Set-Up and/or Take-Down Coverage for Special Events
L-606	02/11	Exclusion For Injury To Performers, Entertainers And Participants
L-607	10/16	Exclusion for Climbing, Rebounding and Interactive Games and Devices
L-609	02/11	Animal Exclusion
L-610	04/15	Expanded Definition Of Bodily Injury
L-622	10/16	Molestation or Abuse Exclusion
L-656	12/17	Extension of Coverage - Committee Members
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability

EXTENSION OF DECLARATIONS

Policy No. SE 1180875

Effective Date: 03/27/2026

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
L-835	10/22	Exclusion - Specific Activities, Operations or Features
LLQ 101	09/15	Expanded Definition of Employee
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
SPE 300	05/09	Special Events Property Damage Amendment
SPE 312	03/15	Who Is An Insured
TRIADN FL	09/21	Policyholder Disclosure Notice of Terrorism Insurance Coverage

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 1180875

Effective Date: 03/27/2026
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	Pod Pc-2 (Llex Way Between Persimmon Blvd. And Sand Bar Drive), Loxahatchee, FL 33470	002

PREMIUM COMPUTATION

<i>Evt #</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>Advance Premium</i>	
						<i>Pr/Co</i>	<i>All Other</i>
1	Terrorism Coverage	08811	1.00% of prem. (\$580)				\$100
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Additional Insured - Managers of Premises	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Banner Coverage	00452	Per Event	N/A	100.000	N/A	\$100
1	Festival (applicant is the host of the event)	00411	300 Attendees	N/A	400.000	N/A	\$400
1	Set-up and/or Take-down Coverage	00442	Per Event	N/A	80.000	N/A	\$80
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$195
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$680
(This Premium may be subject to adjustment.) MP - minimum premium							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95) and Form SOE (03/10)

EXTENSION OF DECLARATIONS

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 1180875

SCHEDULE OF EVENTS

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Set-up and/or Take-down Coverage	03/27/2026	03/27/2026

Location(s):

Pod Pc-2 (Llex Way Between Persimmon Blvd. And Sand Bar Drive), Loxahatchee, FL 33470

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Festival (applicant is the host of the event)	03/28/2026	03/28/2026

Location(s):

Pod Pc-2 (Llex Way Between Persimmon Blvd. And Sand Bar Drive), Loxahatchee, FL 33470

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Set-up and/or Take-down Coverage	03/29/2026	03/29/2026

Location(s):

Pod Pc-2 (Llex Way Between Persimmon Blvd. And Sand Bar Drive), Loxahatchee, FL 33470

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

Commercial General Liability Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of Paragraph 2. **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. of Paragraph 2. **Exclusions** of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) Or Organization(s) (Additional Insured):

Effective Date: 03/27/2026

MINTO PBLH LLC

16610 TOWN CENTER PKWY N
WESTLAKE, FL 33470

Designation of Premises (Part Leased To You):

POD PC-2 (LLEX WAY BETWEEN PERSIMMON BLVD. AND SAND BAR DRIVE)
LOXAHATCHEE, FL 33470

Additional Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person (s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured**
does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

- (1)** The "bodily injury" or "property damage":
 - (a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b)** Arises out of the project or operation shown in the Schedule;
- (2)** The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

- b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (1)** The offense arises out of your business:
 - (a)** Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V – Extended Reporting Periods**.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion Of Certified Acts Of Terrorism

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

- b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1**.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

INSURANCE

POLICY

UNITED STATES LIABILITY INSURANCE GROUP

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive
Wayne, PA 19087-2191
CUSTOMER SERVICE: 888-523-5545 – USLI.COM

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

INSURANCE POLICY

Read your policy carefully!

In Witness Whereof, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary



President



This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

**EXCLUSION FOR FIREWORKS AND OTHER PYROTECHNIC
DEVICES**

- A.** This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services, arising from the ownership, maintenance, operation, sponsorship, set up or take down or other use of fireworks, including firecrackers, Roman Candles, pinwheels skyrockets, ground displays, flares, smoke bombs and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these by any Insured or by any person for which any Insured may be liable in any capacity.
- B.** This insurance does not apply to any obligation of any Insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in **A.**, above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion – Products-Completed Operations Hazard Other Than Food Or Beverage Products

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

This exclusion does not apply to damages because of "bodily injury" and "property damage" caused by food or beverage products.

SECTION III - LIMITS OF INSURANCE, 3. is deleted in its entirety and replaced with the following:

The most we will pay under Coverage A for damages because of "bodily injury" and "property damage" caused by food or beverage products and included in the "products-completed operations hazard" is the General Aggregate Limit shown on the Declarations.

All other terms and condition of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMPREHENSIVE PERSONAL LIABILITY INSURANCE
PERSONAL – EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA POLICY
COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL PROPERTY COVERAGE FORM
BUILDERS’ RISK COVERAGE FORM
CONTRACTORS’ EQUIPMENT COVERAGE FORM
INSTALLATION FLOATER COVERAGE FORM
MISCELLANEOUS ARTICLES COVERAGE FORM**

EXTENSION OF CERTIFIED ACTS OF TERRORISM COVERAGE

For the additional premium specified in this Policy, it is hereby agreed that the policies and/or coverage forms/parts referenced above and attached to this Policy are amended as follows:

Any terrorism exclusion on the above referenced policies and/or coverage forms/parts or exclusionary endorsements thereof, do not apply to “certified acts of terrorism” as defined under the provisions of the federal Terrorism Risk Insurance Program Reauthorization Act ("The Act") and any amendments thereto, result in insured losses of \$5 million or less in the aggregate. This Extension of Terrorism Coverage extends coverage under this Policy only to “insured losses” (as defined in The Act) and is subject to the application of any clause in The Act which results in a cap on liability for payments for terrorism losses.

Any coverage for losses caused by “certified acts of terrorism” is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

The Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from “certified acts of terrorism” when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

The premium charged for this coverage does not include any charges for the portion of loss covered by the federal government under The Act.

This Extension does not provide coverage for damages arising, directly or indirectly, out of “certified acts of terrorism” as defined in The Act that are awarded as punitive damages.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy.

This endorsement changes insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ABSOLUTE EXCLUSION FOR POLLUTION, INFECTIOUS AGENT, MOLD, SILICA, ASBESTOS, AND LEAD WITH A HOSTILE FIRE EXCEPTION FOR POLLUTION ONLY AND WITH A FOOD BORNE ILLNESS EXCEPTION

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, f. **Pollution** is deleted in its entirety and replaced with the following:

Pollution, Infectious Agent, Mold, Silica, Asbestos and Lead

1. “bodily injury”;
2. “property damage”;
3. “personal and advertising injury”; or
4. medical expenses;

arising out of, related to, resulting from, in concurrence or in any sequence with, or which involves, directly or indirectly, in whole or in part, any actual, alleged or threatened:

1. existence of;
2. exposure to;
3. transmission of;
4. ingestion of;
5. inhalation of;
6. absorption of;
7. discharge of;
8. dispersal of;
9. seepage of;
10. release of;
11. escape of;
12. remediation of; or
13. contact with;

any “pollutants”, “infectious agent”, mold, “silica”, asbestos, or lead.

This exclusion applies whether or not any of the foregoing are:

1. sudden, accidental or gradual in nature; or
2. expected or intended from the standpoint of any insured.

This exclusion applies whether or not such “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arise out of or are caused by, in whole or in part, any actual or alleged negligence or other wrongdoing with respect to:

1. the devaluation of property;
2. the taking or use of any person’s or entity’s property or air space, or the acquisition of or interference with the rights of any person or entity in such property or air space;
3. the testing, monitoring, clean-up, removal, disposal, containment, mitigation, treatment, detoxification or neutralization of any “pollutants”, “Infectious agent”, mold, “silica”, asbestos or lead or the failure to do any of the foregoing;

4. the failure to prevent or limit the spread of any “pollutants”, “Infectious agent”, mold, “silica”, asbestos or lead;
5. the failure to warn or provide sufficient warning of any “pollutants”, “Infectious agent”, mold, “silica”, asbestos or lead;
6. the failure to report any “pollutants”, “Infectious agent”, mold, “silica”, asbestos or lead to any federal, state or local government agency, body or department having authority or responsibility for public health;
7. any response to or assessment of the actual or alleged effects of any “pollutants”, “Infectious agent”, mold, “silica”, asbestos or lead;
8. any litigation or regulatory or administrative proceeding in which any insured may be a party;
9. any water damage or the failure to disclose water damage; or
10. any other action or failure to take action, whether or not related to any of the above, that caused or resulted in or is alleged to have caused or resulted in, directly or indirectly, any “bodily injury”, “property damage”, “personal and advertising injury” or medical expense.

This exclusion applies even if the “pollutant”, “infectious agent”, mold, “silica”, asbestos, or lead has a function in or is used by you in your:

- | | |
|----------------|--------------|
| 1. business; | 4. premises; |
| 2. products; | 5. site; or |
| 3. operations; | 6. location. |

Hostile Fire Exception

This exclusion does not apply to "bodily injury", "property damage", “personal and advertising injury” or medical expense arising out of heat, smoke, or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (1) at any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of “waste”; or
- (2) at any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or, in any way, to respond to or assess the effects of, "pollutants", “Infectious agent”, mold, “silica”, asbestos or lead.

Food Borne Illness Exception

This exclusion does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or medical expense arising from the consumption of food products intended for human consumption.

SECTION V – DEFINITIONS - Paragraph 15 is deleted in its entirety and replaced with the following:

“Pollutants” mean[s] any:

- | | |
|------------|---------------------|
| 1. solid; | 5. fungal; |
| 2. liquid; | 6. electromagnetic; |

- 3. gaseous;
- 4. bacterial;
- 7. thermal; or
- 8. other;

substance or material that can be toxic or hazardous; or cause contamination or irritation to persons, animals, property or the environment, including, but not limited to:

- 1. smoke;
- 2. vapor;
- 3. soot;
- 4. fumes;
- 5. gases;
- 6. acids;
- 7. alkalis;
- 8. chemicals;
- 9. “volatile organic compound”;
- 10. radon;
- 11. combustion byproducts; and
- 12. “waste”.

Specific examples identified as “pollutants” include, but are not limited to:

- 1. diesel, kerosene and other fuel oils;
- 2. carbon monoxide and other exhaust gases;
- 3. mineral spirits and other solvents;
- 4. tetrachloroethylene;
- 5. perchloroethylene (PERC);
- 6. trichloroethylene (TCE);
- 7. methylene chloroform;
- 8. dry cleaning chemicals;
- 9. chlorofluorocarbons;
- 10. chlorinated hydrocarbons;
- 11. adhesives;
- 12. pesticides;
- 13. insecticides; and

14. all substances specifically listed, identified, or described as “pollutants” by one or more of the following references:

- a. **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances;**
- b. **Agency for Toxic Substances And Disease Registry ToxFAQs™;**
- c. **U.S. Environmental Protection Agency EMCI Chemical References Complete Index;** or
- d. Any hazardous substance list maintained by any state, county or other government agency or department.

SECTION V – DEFINITIONS is amended to include the following definitions:

“Infectious Agent” means any organic irritant or contaminant, including but not limited to:

- 1. virus;
- 2. pathogen;
- 3. bacterium;
- 4. toxin;
- 5. fungus;
- 6. protozoan;
- 7. prion or other abnormal protein;
- 8. parasite or other organism;
- 9. any byproducts of 1 through 8 above including but not limited to mycotoxin, mildew and any biogenic aerosol; whether or not endemic, epidemic or pandemic or of a local, regional, national or international concern.

“Silica” means silica in any form and any of its derivatives, including but not limited to:

1. silica dust;
2. silicon dioxide;
3. crystalline silica;
4. quartz; and
5. non-crystalline (amorphous) silica.

“Volatile organic compound” means any organic compound which discharges, emits or releases gases. Examples include, but are not limited to:

- | | |
|---|-----------------------|
| 1. formaldehyde; | 5. solvents; |
| 2. pesticides; | 6. paints; |
| 3. adhesives; | 7. varnishes; and |
| 4. construction materials made
with organic chemicals; | 8. cleaning products. |

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

All other terms and conditions of this policy are the same. This endorsement is a part of your policy. It takes effect on the effective date of your policy unless another effective date is shown.

Fully Earned Premium Endorsement

In the event of cancellation of this policy by the insured, the premium is fully earned upon inception of the policy and is not subject to short rate or pro rata cancellation; any conditions of the policy to the contrary notwithstanding.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

If a “suit” is brought against any insured, and falls within the coverage provided by the policy, seeking both compensatory damages (damages for economic loss and pain and suffering) and punitive or exemplary damages (damages as a means of punishment), no coverage shall be provided by this policy for any costs, interest, defense costs, attorney or legal fees of any type or damages attributable to punitive or exemplary damages.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

EXCLUSION – MECHANICAL RIDING DEVICES AND MECHANICAL AMUSEMENT DEVICES

1. This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for the care and loss of services arising out of the ownership, operation, maintenance, existence, sponsorship, set-up or take-down or use of any mechanical riding device or mechanical amusement device by any insured or by any person(s) for which any insured may be liable in any capacity.
2. This insurance does not apply to any obligation of any insured to indemnify, defend, or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any mechanical riding device or mechanical amusement device.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

EXCLUSION FOR STRUCTURE COLLAPSE

This policy does not insure against “bodily Injury”, “property damage”, “personal and advertising injury” or medical payments, including but not limited to the cost of defense arising from or resulting, directly or indirectly, from the partial or total collapse of any bleacher, grandstand, benches, deck, stairs, steps, platform, boxes or other structures, owned, maintained or used by any insured.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

FIREARMS EXCLUSION

This exclusion does not apply to the lawful ownership or possession of a “firearm” or ammunition or the lawful use or storage of a “firearm” or ammunition.

This insurance does not apply to:

1. “bodily injury” (including emotional distress and mental anguish);
2. “property damage”;
3. “personal and advertising injury”; or
4. medical payment;

directly or indirectly, in whole or in part, arising out of, resulting from, related to, or in any way involving the use or existence of a “firearm” of any kind.

This exclusion applies regardless of whether the use or existence of a “firearm” is an indirect cause, a direct cause, a contributing cause, a concurrent cause, an intervening cause or a superseding cause of any “bodily injury”, “property damage”, “personal and advertising injury” or medical payments. This exclusion applies regardless of the sequence of any such injury, damage or expense.

“Firearm” includes, but is not limited to, any:

1. handgun;
2. revolver;
3. pistol;
4. rifle;
5. shotgun;
6. air gun;
7. semi-automatic weapon;
8. assault weapon; or
9. any similar device;

capable of expelling or propelling one or more projectiles by the action of:

1. an explosive;
2. combustible propellant;
3. compressed air; or
4. other means.

All other terms and conditions of this policy are the same. This endorsement is a part of your policy. It takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

ABSOLUTE ASSAULT OR BATTERY EXCLUSION

I. This insurance does not apply to:

1. "bodily injury" (including emotional distress and mental anguish);
2. "property damage";
3. "personal and advertising injury"; or
4. medical payment;

directly or indirectly, in whole or in part:

1. arising out of;
2. resulting from;
3. related to; or
4. in any way involving;

an actual, threatened or alleged (whether or not denied) "assault" or "battery". This includes any act or omission in connection with the prevention or suppression of any "assault" or "battery". This also includes but is not limited to the use of reasonable force to protect persons or property involving any insured, patron, or other person.

II. In furtherance to Item I. above, this insurance also does not apply to:

1. Allegations that do not use the terms "assault" or "battery", but the circumstances indicate the existence of conduct or actions that surround an "assault" or "battery".
2. Allegations of negligence or other wrongdoing with respect to:
 - a. hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
 - b. the investigation, reporting or failure to report any "assault" or "battery"; or
 - c. the failure to protect any person; or
 - d. "bodily injury"(including emotional distress and mental anguish), "property damage", or "personal and advertising injury" after the "assault" or "battery", if it directly or indirectly, in whole or in part:
 1. arises out of;
 2. results from;
 3. relates to; or
 4. in any way involves;the "assault" or "battery".

This exclusion supersedes any provision in the policy that could provide coverage.

"Assault" means the threat of, or use of force against another that causes that person to have

apprehension of imminent harmful or offensive conduct, whether or not the threat or use of force is alleged to be:

1. negligent;
2. intentional; or
3. criminal;

in nature.

“Battery” means intentional or unintentional physical contact with another whether or not there was consent.

All other terms and conditions of this policy are the same. This endorsement is a part of your policy. It takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

**EXCLUSION – PARTICIPATION IN ATHLETIC ACTIVITY, PHYSICAL
ACTIVITY OR SPORTS**

This insurance does not apply to:

1. “Bodily injury”, “property damage”, “personal and advertising injury” or medical payments to or for participants arising out of or resulting from practice, instruction, participation, demonstration or any athletic activity, physical activity or sport; including but not limited to activity in preparation for or following such activity or sport.
2. “Bodily injury”, “property damage” or “personal and advertising injury” sustained by the spouse, child, parent, brother or sister of such participant(s) as a consequence of “bodily injury”, “property damage” or “personal and advertising injury” to such participant(s).
3. Any claims or “suits” by any person or organization for damages because of such “bodily injury”, “property damage” or “personal and advertising injury” including damages for care and loss of services.

This exclusion shall apply whether or not the athletic activity, physical activity or sport is performed in a class, competition, exhibition, game, practice or other setting.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

**SET-UP AND/OR TAKE-DOWN COVERAGE
FOR SPECIAL EVENTS**

SCHEDULE

Set-up Date(s): [insert: mm/dd/yy]

Take-down Date(s): [insert: mm/dd/yy]

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

In consideration of the premium charged, it is hereby agreed and understood that coverage on the Scheduled Dates shown above is applicable to “bodily injury” or “property damage” resulting directly from the set-up and/or take-down of a Special Event. For purposes of this Endorsement, “set-up” and “take-down” shall mean only those activities that are directly related to preparing for and/or concluding a Special Event on the date(s) scheduled above.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

EXCLUSION FOR INJURY TO PERFORMERS, ENTERTAINERS AND PARTICIPANTS

- 1) This policy does not insure against loss or expense, including but not limited to the cost of defense, arising or resulting from “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services:
 - a) To any performer, entertainer or participant who is engaged or who volunteers to perform, entertain or participate, formally or informally, as part of an event that is hosted, sponsored, organized, operated or directed by any insured for which any insured may be held liable in any capacity;
 - b) To the spouse, child, parent, brother or sister of a performer, entertainer or participant as a consequence of “bodily injury” or “personal and advertising injury” to such performer, entertainer or participant in any event that is hosted, sponsored, organized, operated or directed by any insured for which any insured may be held liable in any capacity.
- 2) This insurance does not apply to any obligation of any insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses to any performer, entertainer or participant who is engaged or involved, formally or informally, in any event that is hosted, sponsored, organized, operated or directed by any insured.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

**EXCLUSION FOR CLIMBING, REBOUNDING AND INTERACTIVE
GAMES AND DEVICES**

- 1) This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:
 - a) Rock climbing walls, Velcro walls and similar scaling devices;
 - b) Gymnastic equipment;
 - c) Trampolines and similar rebounding devices;
 - d) Moon Bounces, Moon Walks, Space Walks, and similar inflatable games and devices;
 - e) Laser tag, bungee jumping, Sumo wrestling, human spheres, water slides and similar interactive games and devices;
 - f) Advertising balloons, rooftop balloons, helium blimps and similar devicesby any insured or by any person for which any insured may be held liable in any capacity.
- 2) This insurance does not apply to any obligation of any Insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in 1), above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

ANIMAL EXCLUSION

This policy does not provide coverage for “bodily Injury”, “property damage” or medical payments to others, caused by or arising out of contact with any animals, reptiles, birds, fish, insects and any animal organism other than human.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

Expanded Definition Of Bodily Injury

The Definition of "bodily injury" is removed in its entirety and replaced with the following:

"Bodily injury" means:

- a. bodily injury,
- b. sickness,
- c. disease; or
- d. mental anguish or emotional distress arising out of a., b., or c., above,
sustained by a person, including death resulting from any of these at any time.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

MOLESTATION OR ABUSE EXCLUSION

This insurance does not apply to:

Any injury sustained by any person arising out of or resulting from alleged, threatened or actual abuse or molestation by:

- a.** Any insured; or
- b.** Any “employee” of any insured; or
- c.** Any “volunteer worker” or “temporary worker”; or
- d.** Any other person.

We shall not have any duty to defend any “suit” against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, threatened or actual including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

- a.** Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or
- b.** Investigation or reporting any molestation or abuse to the proper authorities, or failure to so report or the failure to protect any person while that person was in the Insured’s care, custody or control.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

EXTENSION OF COVERAGE – COMMITTEE MEMBERS

Commercial General Liability Coverage Form, Section II – WHO IS AN INSURED, Subsection 1, is amended to add:

- f. A committee, then the members of the committee are also insureds but only with respect to liability to others arising from the conduct of committee business or activities within the scope of their duties as members of the committee. However, no committee member is an insured with respect to the conduct of any business or any activities on behalf of a committee that is not shown as a Named Insured on the Declarations.

Liquor Liability Coverage Form Section II – WHO IS AN INSURED, Subsection 1 is amended to add:

- e. A committee, then members of the committee are also insureds but only with respect to liability to others arising from the conduct of committee business or activities within the scope of their duties as members of the committee. However, no committee member is an insured with respect to the conduct of any business or any activities on behalf of a committee that is not shown as a Named Insured on the Declarations.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ABSOLUTE EXCLUSION FOR LIQUOR AND OTHER RELATED LIABILITY

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, c. Liquor Liability is deleted in its entirety and replaced by the following:

c. Liquor Liability

Loss or expense, including but not limited to the cost of defense, arising from or resulting, directly or indirectly, from:

- (1) The causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age;
- (3) The furnishing of alcoholic beverages to a person who is under the influence of alcohol;
- (4) Violation of any statute, ordinance or regulation relating to the sale, gift, distribution, furnishing or use of alcoholic beverages; or
- (5) The failure of any insured to prevent “bodily injury”, “property damage” or “personal and advertising injury” to any person, including but not limited to an alleged intoxicated person, caused or alleged to be caused by the intoxication of any person(s) whether or not concurrent with other actual or alleged causes or whether or not any insured(s) furnished or served alcoholic beverage to such intoxicated person(s).

This exclusion applies to all injury sustained by any person, including mental anguish or emotional distress, whether alleged, threatened or actual including but not limited to your negligence or other wrongdoing with respect to:

- (1) Hiring, placement, employment, training, supervision, control or retention of a person for whom any insured is or ever was legally responsible; or
- (2) Investigation or reporting to the proper authorities, or failure to so report; or
- (3) The failure to protect any person while that person was in the insured’s care, custody or control, including but not limited to providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

**AMENDMENTS OF CONDITIONS- LIMITS OF INSURANCE UNDER
MULTIPLE COVERAGE PARTS**

It is agreed:

The Other Insurance Conditions of the applicable coverage forms are changed to include the following:

Limits of Insurance Under Multiple Coverage Parts

If we determine that more than one coverage part applies to the same “occurrence” or “injury”, the maximum limits of insurance available under all coverage parts combined shall be the highest applicable limit of insurance under any one coverage part. The applicable deductible shall correspond to the coverage part with the highest limit of insurance.

This Condition does not apply to any coverage form or policy issued by us, or an affiliated company specifically to apply as excess or umbrella coverage over this policy.

All other terms are the same. This endorsement is a part of the Named Insured’s policy. It takes effect on the effective date of the Named Insured’s policy unless there is another effective date that is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

**SPECIAL EVENTS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

Section II – Who Is An Insured of the **Commercial General Liability Coverage Form** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

Exclusions under Coverage A, Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability; and Coverage C. Medical Payments are amended to add the following:

We will not pay for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- (1) After all of “your work”, including labor, materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for “bodily injury”, “property damage” or “personal and advertising injury” arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

Section II – Who Is an Insured of the **Liquor Liability Coverage form** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to their alleged liability for “injury”

occurring on or after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

but only if such alleged liability results directly from the selling, serving or furnishing of any alcoholic beverage at the Special Event shown on the Declaration page.

Coverage is not provided for “injury” arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged and shall apply to the coverage provided by this endorsement. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

EXCLUSION – SPECIFIC ACTIVITIES, OPERATIONS OR FEATURES

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, medical expenses or the defense thereof, including damages or defense for care and loss of services; arising out of, related to, resulting from, or in any way involving, directly or indirectly, in whole or in part, any:

- a. archery, axe or hatchet throwing, and similar weapon throwing activities;
- b. land vehicle designed for use off public roads except golf carts when such golf cart(s) is not in use by any person practicing, instructing or participating in the sport of golf or related athletic activity;
- c. childcare services;
- d. bar crawl/pub crawl events;
- e. bonfires, camp fires, or open fires;
- f. “cannabis” or “cannabis” containing products;
- g. dunk tanks;
- h. corn mazes, haunted attractions;
- i. hay rides or animal-driven rides of any kind;
- j. overnight camping;
- k. political rallies, protests or demonstrations;
- l. immersion in a pool, hot tub, spa or other body of water.

For the purpose of this endorsement, “cannabis” means any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) with the exception of hemp when allowed under state law or any other cannabinoid with the exception of CBD, regardless of whether any such THC or cannabinoid is natural or synthetic. This includes but is not limited to any of the following:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
 - (1) Resin, oil or wax;
 - (2) Hash; or
 - (3) Hemp (with the exception of topical, non-ingestible products containing hemp when allowed under state law); or
 - (4) Infused liquid or edible cannabis; whether derived from any plant or part of any plant.

“Cannabis” does not mean any topical goods or products which are non-ingestible, containing or derived from CBD, including (but not limited to) the following: clothing, lotions, oils, or extracts.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your own policy. It takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

EXPANDED DEFINITION OF EMPLOYEE

Liquor Liability Coverage Form, Paragraph 3 of Section V – DEFINITIONS is deleted in its entirety and replaced with the following:

3. “Employee” includes a “leased worker”, “temporary worker” or “volunteer worker”.
A “volunteer worker” means a person 21 years of age or older who is not your “employee” and who donates work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

Commercial General Liability Coverage Form, Paragraph 5 of Section V – DEFINITIONS is deleted in its entirety and replaced with the following:

5. “Employee” includes a “leased worker” and “temporary worker”.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

Event Vendor, Exhibitor And Contractor Exclusion

- I.** This policy does not insure against loss or expense, including but not limited to the cost of defense arising from or resulting directly or indirectly, from “bodily injury”, “property damage”, or “personal or advertising injury” arising out of operations performed for any insured or other party:
- A.** By a vendor, exhibitor, or performer participating in an event hosted, sponsored or coordinated by any insured; or
 - B.** Any contractor(s) or sub-contractor(s) doing work at or for any event hosted sponsored or coordinated by any insured

This includes any acts or omissions of any insured in the hiring, employment, training, selection, retention, or monitoring of any person or entity described in paragraph **A.** or **B.** above.

- II.** As respects to this exclusion solely, **Section IV. Commercial General Liability and Liquor Liability Conditions**, item **7. Separation of Insured** is deleted in its entirety and replaced with the following:

7. Separation of Insureds

Except with respect to the Limits of Insurance, this exclusion and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or “suit” is brought.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

Throughout this policy, with the exception of **SECTION II – WHO IS AN INSURED;** when the word “insured(s)” is used it shall mean “any insured(s)”.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

SEPARATION OF INSUREDS CLARIFICATION ENDORSEMENT

It is agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV – LIQUOR LIABILITY CONDITIONS; 7. Separation Of Insureds** is deleted in its entirety and replaced with the following:

7. Separation of Insureds

The Limits of Insurance of this policy applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or “suit” is brought, but nothing in this endorsement shall serve to increase the Limits of Insurance beyond the Per occurrence, per person, per premises, per common cause, aggregate or any similar limit stipulated in the Declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SPECIAL EVENTS PROPERTY DAMAGE AMENDMENT

SECTION I – COVERAGES, 2. Exclusions, j. Damage To Property, is amended as follows:

With respect to Special Events as described on the Declaration or endorsement(s) the following is deleted:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

And replaced by:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for the period of time stipulated on the Declaration or endorsement(s) for the Special Event. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

Who Is An Insured

II – 1.a. WHO IS AN INSURED is amended to add the following for purposes of coverage for an Event:

- A. An individual, you and your spouse are insureds, but only with respect to the conduct of an Event for which you are the host, sponsor, caterer or vendor.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act.* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Please "X" one of the boxes below and return this notice to the Company. If you do not complete and return this notice, you will not have any Terrorism Coverage.

	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
X	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ <u>100</u> .

On File with the Company

Applicant's Name (Print)

Signature on File with the Company

Authorized Signature

CITY OF WESTLAKE

Name Insured

On File with the Company

Date

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