

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting

Tuesday, July 05, 2022 at 6:00 PM

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

CITY COUNCIL:

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

CITY STAFF:

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

[TENTATIVE: SUBJECT TO REVISION]

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

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

Meeting ID: 2630 447 9937

Password: hello

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

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

Meeting ID: 2630 447 9937

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

PUBLIC COMMENTS AND REQUESTS

This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing Council, state your name and address for the record.

CONSENT AGENDA

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

- A. Financial Report - May 2022

PRESENTATIONS/PROCLAMATIONS

- A. Palm Beach County Commission on Ethics Introduction

Presented By: Gina Levesque, Intake and Compliance Manager

PUBLIC HEARING - QUASI JUDICIAL

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

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

Submitted By: Planning and Zoning

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

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

Submitted By: Planning and Zoning

PUBLIC HEARING

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

Submitted By: Planning & Zoning

ORDINANCE NO. 2022-03

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

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

Submitted By: City Attorney's Office

ORDINANCE 2022-06

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

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

Submitted By: City Attorney's Office

ORDINANCE 2022-07

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

NEW BUSINESS

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

Submitted By: City Attorney's Office

RESOLUTION 2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING AND REQUESTING THE SEMINOLE

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

B. Fiscal Year 2021 Audited Financial Report

Submitted By: Administration

C. Florida Public Utilities - Franchise Agreement

Submitted By: City Manager

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

Submitted By: Finance

RESOLUTION 2022 - 15

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

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

Submitted By: Administration

RESOLUTION 2022-16

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

CITY COUNCIL COMMENTS

A. Councilwoman Charlotte Leonard

B. Councilman Julian Martinez

C. Councilwoman Pilar Valle Ron

D. Vice Mayor Greg Langowski

E. Mayor JohnPaul O'Connor

REPORT - STAFF

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

PUBLIC COMMENTS AND REQUESTS

This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing Council, state your name and address for the record.

ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **Tuesday, August 2,2022**

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

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

AGENDA POSTED: Thursday, June 30, 2022

File Attachments for Item:

A. Financial Report - May 2022



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Steven Fowler, Accountant; Kadem Ramirez, Accounting Supervisor
CC: Ken Cassel, City Manager
DATE: June 15, 2022
SUBJECT: May Financial Report

Please find attached the May 2022 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City's funds is provided below. Should you have any questions or require additional information, please contact me at Steven.Fowler@inframark.com.

General Fund

- Total Revenues through May were approximately 70% of the annual budget, including collections of the FY2022 Ad Valorem Tax of approximately 97%. The annual budget includes revenue from a funding agreement with the Developer. The Developer is invoiced quarterly for any year-to-date excess of actual expenditures over actual revenue.
- Total Expenditures through May were approximately 48% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through May were approximately 206% of the annual budget, which was a result of a higher than anticipated rate of construction. A donation of \$1,500 per Single Family Residence building permit is paid into the Housing Assistance Program.

Special Revenue Fund – Comprehensive Planning Services

- Total Revenues through May were approximately 73% of the annual budget.
- Total Expenditures through April were approximately 63% of the annual budget.

City of Westlake

Financial Report

May 31, 2022



Table of Contents

<u>FINANCIAL STATEMENTS</u>	Page #
Balance Sheet	1 - 2
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	3 - 5
Special Revenue Fund (Housing Assistance Program)	6
Special Revenue Fund (Comprehensive Planning Services)	7
 <u>SUPPORTING SCHEDULES</u>	
Cash and Investment Report	8

City of Westlake

Financial Statements

May 31, 2022

Balance Sheet
May 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Current Assets				
Cash - Checking Account	\$ 1,539,265	\$ -	\$ -	\$ 1,539,265
Assessments Receivable	44,906	-	-	44,906
Due From Other Funds	-	-	2,091,696	2,091,696
Investments:				
Money Market Account	2,250,667	2,614,036	-	4,864,703
Deposits	666	-	-	666
Total Current Assets	3,835,504	2,614,036	2,091,696	8,541,236
Noncurrent Assets				
Mortgages Receivable	-	567,722	-	567,722
Total Noncurrent Assets	-	567,722	-	567,722
TOTAL ASSETS	\$ 3,835,504	\$ 3,181,758	\$ 2,091,696	\$ 9,108,958
LIABILITIES				
Current Liabilities				
Accounts Payable	\$ 69,691	\$ -	\$ 122,389	\$ 192,080
Accrued Expenses	-	-	54,500	54,500
DBPR surcharge	3,518	-	-	3,518
DCA surcharge	5,050	-	-	5,050
Impact Fees	175,322	-	-	175,322
Unearned Revenue	74,554	-	-	74,554
Due To Other Districts	9,602	-	-	9,602
Deferred Revenue-Developer Submittals (Minto)	-	-	41,026	41,026
Due To Other Funds	2,091,696	-	-	2,091,696
Total Current Liabilities	2,429,433	-	217,915	2,647,348
Long-Term Liabilities				
Deferred Inflow of Resources	44,906	-	-	44,906
Total Long-Term Liabilities	44,906	-	-	44,906
TOTAL LIABILITIES	2,474,339	-	217,915	2,692,254

Balance Sheet
May 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
FUND BALANCES				
Nonspendable:				
Deposits	666	-	-	666
Restricted for:				
Special Revenue	-	3,181,758	1,873,781	5,055,539
Unassigned:				
	1,360,499	-	-	1,360,499
TOTAL FUND BALANCES	\$ 1,361,165	\$ 3,181,758	\$ 1,873,781	\$ 6,416,704
TOTAL LIABILITIES & FUND BALANCE	\$ 3,835,504	\$ 3,181,758	\$ 2,091,696	\$ 9,108,958

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 1,297	\$ 1,297
Ad Valorem Taxes	1,838,592	1,815,620	1,785,243	(30,377)
Ad Valorem Taxes - Discounts	(73,544)	(73,544)	(69,700)	3,844
Discretionary Sales Surtaxes	69,700	46,467	-	(46,467)
FPL Franchise	110,300	73,533	126,397	52,864
Solid Waste	-	-	8,435	8,435
Electricity	113,600	75,733	114,156	38,423
Water	41,500	27,667	25,051	(2,616)
Gas	34,600	23,067	33,303	10,236
Communication Services Taxes	36,200	24,133	27,974	3,841
Occupational Licenses	6,100	4,067	14,645	10,578
Building Permits - Admin Fee	62,100	41,400	61,783	20,383
Licenses, Fees & Permits	-	-	600	600
State Revenue Sharing Proceeds	17,200	11,467	8,423	(3,044)
Alcoholic Beverage License	-	-	477	477
Shared Rev - Other Local Units	-	-	454	454
Administrative Fees	245,400	160,100	6,454	(153,646)
Other Public Safety Chrgs/Fees	2,400	1,600	3,244	1,644
Garbage/Solid Waste Revenue	29,100	19,400	176,716	157,316
Penalties	-	-	9,000	9,000
Other Operating Revenues	5,400	3,600	9,634	6,034
Event Sponsors	-	-	23,250	23,250
Judgements and Fines	-	-	341	341
Interest - Tax Collector	-	-	161	161
Special Assmnts- Tax Collector	232,600	229,479	212,579	(16,900)
Special Assmnts- Discounts	(9,300)	(9,300)	(1,302)	7,998
Developer Contribution	930,152	404,254	-	(404,254)
Lien Search Fee	1,300	867	6,793	5,926
TOTAL REVENUES	3,693,400	2,879,610	2,585,408	(294,202)
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	110,400	73,600	74,733	(1,133)
FICA Taxes	8,400	5,600	5,717	(117)
ProfServ-Legislative Expense	24,000	16,000	-	16,000
Telephone, Cable & Internet Service	-	-	257	(257)
Public Officials Insurance	4,400	4,400	3,125	1,275
Misc-Election Fee	-	-	600	(600)
Misc-Event Expense	63,800	31,900	8,083	23,817
Council Expenses	15,000	10,000	9,276	724
Dues, Licenses, Subscriptions	1,400	1,400	896	504
Total Legislative	227,400	142,900	102,687	40,213

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>City Manager</u>				
Contracts-City Manager	251,900	167,933	138,269	29,664
Office Supplies	14,900	9,933	3,602	6,331
Dues, Licenses, Subscriptions	3,900	2,289	1,592	697
Cap Outlay - Equipment	-	-	1,855	(1,855)
Cap Outlay - Office Computers	-	-	6,306	(6,306)
Total City Manager	270,700	180,155	151,624	28,531
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	10,600	9,067	6,719	2,348
Contracts-City Clerk	206,000	137,333	137,333	-
Postage and Freight	1,000	667	724	(57)
Printing	19,400	12,933	2,209	10,724
Legal Advertising	31,200	20,800	10,375	10,425
Dues, Licenses, Subscriptions	10,000	8,407	4,274	4,133
Total City Clerk	278,200	189,207	161,634	27,573
<u>Finance</u>				
Auditing Services	5,300	-	-	-
Contracts-Finance	95,500	63,667	53,779	9,888
Total Finance	100,800	63,667	53,779	9,888
<u>Legal Counsel</u>				
ProfServ-Legal Services	275,000	183,333	50,803	132,530
Total Legal Counsel	275,000	183,333	50,803	132,530
<u>Other Administrative Services</u>				
ProfServ-Info Technology	195,100	130,067	146,695	(16,628)
ProfServ-Compliance Service	25,000	16,667	-	16,667
Contracts-Admin. Service	257,000	171,333	135,407	35,926
Misc-Public Relations	75,000	50,000	29,100	20,900
Misc-Assessment Collection Cost	2,300	2,269	730	1,539
General Government	90,000	60,000	43,721	16,279
Emergency Comm. Program	25,000	16,667	-	16,667
Total Other Administrative Services	669,400	447,003	355,653	91,350
<u>Facility Services</u>				
Telephone, Cable & Internet Service	13,200	8,800	9,911	(1,111)
Lease - Copier	16,000	10,667	10,331	336
Lease - Building	86,700	57,800	500	57,300
Insurance (Liab,Auto,Property)	4,500	4,500	5,745	(1,245)
Miscellaneous Services	1,200	800	1,408	(608)
Cleaning Services	36,500	24,333	15,706	8,627
Principal-Capital Lease	8,500	5,563	4,846	717
Interest-Capital Lease	1,700	1,238	1,113	125
Total Facility Services	168,300	113,701	49,560	64,141

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Community Services</u>				
Contracts-Solid Waste	248,600	165,733	292,861	(127,128)
Contracts-Sheriff	656,500	437,667	433,335	4,332
Electricity	98,600	65,733	73,205	(7,472)
R&M-Community Maintenance	27,500	18,333	18,333	-
Operating Supplies	6,100	3,050	30,815	(27,765)
Total Community Services	1,037,300	690,516	848,549	(158,033)
<u>Capital Expenditures & Projects</u>				
Capital Improvements	50,000	50,000	-	50,000
Total Capital Expenditures & Projects	50,000	50,000	-	50,000
<u>Other Fees and Charges</u>				
Misc-Contingency	151,400	100,933	5,250	95,683
Total Other Fees and Charges	151,400	100,933	5,250	95,683
<u>Reserves</u>				
1st Quarter Operating Reserves	264,900	176,600	-	176,600
Reserve - Buildings	200,000	133,333	-	133,333
Total Reserves	464,900	309,933	-	309,933
TOTAL EXPENDITURES & RESERVES	3,693,400	2,471,348	1,779,539	691,809
Excess (deficiency) of revenues				
Over (under) expenditures	-	408,262	805,869	397,607
Net change in fund balance	\$ -	\$ 408,262	\$ 805,869	\$ 397,607
FUND BALANCE, BEGINNING (OCT 1, 2021)	555,296	555,296	555,296	
FUND BALANCE, ENDING	\$ 555,296	\$ 963,558	\$ 1,361,165	

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>REVENUES</u>				
Interest - Investments	\$ 3,800	\$ 2,533	\$ 2,360	\$ (173)
Donations	300,000	200,000	626,028	426,028
TOTAL REVENUES	303,800	202,533	628,388	425,855
<u>EXPENDITURES</u>				
<u>Public Assistance</u>				
Misc-Admin Fee (%)	21,000	14,000	6,454	7,546
Assistance Program	282,800	188,533	-	188,533
Total Public Assistance	303,800	202,533	6,454	196,079
TOTAL EXPENDITURES	303,800	202,533	6,454	196,079
Excess (deficiency) of revenues Over (under) expenditures	-	-	621,934	621,934
<u>OTHER FINANCING SOURCES (USES)</u>				
Interest Income	-	-	12	12
TOTAL FINANCING SOURCES (USES)	-	-	12	12
Net change in fund balance	\$ -	\$ -	\$ 621,946	\$ 621,946
FUND BALANCE, BEGINNING (OCT 1, 2021)	2,559,812	2,559,812	2,559,812	
FUND BALANCE, ENDING	\$ 2,559,812	\$ 2,559,812	\$ 3,181,758	

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Building Permits	\$ 1,561,100	\$ 1,040,733	\$ 1,266,282	\$ 225,549
Reinspection Fees	24,600	16,400	2,550	(13,850)
Building Permits - Surcharge	3,500	2,333	4,257	1,924
Other Building Permit Fees	30,000	20,000	48,200	28,200
Building Permits - Admin Fee	87,900	58,600	93,190	34,590
Engineering Permits	374,600	249,733	305,853	56,120
Planning & Zoning Permits	301,700	201,133	28,085	(173,048)
Developer Contribution	25,000	12,500	-	(12,500)
TOTAL REVENUES	2,408,400	1,601,432	1,748,417	146,985
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	352,600	235,067	228,444	6,623
ProfServ-Info Technology	170,900	113,933	55,673	58,260
ProfServ-Legal Services	-	-	46,578	(46,578)
ProfServ-Planning/Zoning Board	301,700	201,133	186,470	14,663
ProfServ-Consultants	22,000	14,667	-	14,667
ProfServ-Building Permits	1,258,200	838,800	912,841	(74,041)
Outside Legal Services	-	-	875	(875)
Telephone, Cable & Internet Service	1,100	733	2,905	(2,172)
Lease - Copier	5,100	3,400	3,638	(238)
Lease - Building	43,400	28,933	-	28,933
Printing	1,800	1,200	240	960
Miscellaneous Services	-	-	1,308	(1,308)
Misc-Admin Fee (%)	224,400	149,600	75,478	74,122
Office Supplies	2,200	1,467	1,308	159
Cleaning Services	-	-	10,500	(10,500)
Capital Improvements	25,000	25,000	-	25,000
Total Comprehensive Planning	2,408,400	1,613,933	1,526,258	87,675
TOTAL EXPENDITURES	2,408,400	1,613,933	1,526,258	87,675
Excess (deficiency) of revenues				
Over (under) expenditures	-	(12,501)	222,159	234,660
Net change in fund balance	\$ -	\$ (12,501)	\$ 222,159	\$ 234,660
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,651,622	1,651,623	1,651,622	
FUND BALANCE, ENDING	\$ 1,651,622	\$ 1,639,122	\$ 1,873,781	

City of Westlake

Supporting Schedules

May 31, 2022

Cash and Investment Report

May 31, 2022

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	\$1,539,265
Money Market	BankUnited	MMA	0.15%	\$2,250,667
		Subtotal		\$3,789,932

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	0.15%	\$2,614,036
		Subtotal		\$2,614,036
		Total		\$6,403,968

File Attachments for Item:

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

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

Submitted By: Planning and Zoning



Meeting Agenda Item Coversheet

MEETING DATE:		7/5/22	Submitted By: Planning and Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		SPR-2022-01: Application of Minto PBLH, LLC for a 145,643 square feet (sq. ft.) of light-industrial warehouse development. The application includes two (2) buildings, a one-story Building I (North) with 135,540 sq. ft.; and a one-story Building II (South) with 10,103 sq.ft. located within Pod G Southwest.		
STAFF RECOMMENDATION: (MOTION READY)		Recommendation for approval with conditions for the James Business Park Site Plan.		
SUMMARY and/or JUSTIFICATION:	The applicant is requesting approval of a Site Plan Review for a 145,643 sq. ft light-industrial warehouse development which includes two (2) one-story buildings with 135,540 sq. ft. and 10,103 sq. ft. respectively. The subject application is including an outdoor storage area of 14,564 sq. ft. of maximum area (10 percent of building gross floor area).			
	The applicant proposes to build the facility in two phases. Building I, all infrastructure and parking will be built as part of Phase I. A pad area will be constructed, compacted and seeded with Bahia grass at the proposed location of Building II. The landscape plan depicts a phasing line to ensure that the landscape within the perimeter islands are constructed within Phase I and only the foundations planting associated with building 2 is proposed for Phase II.			
	The applicant is also requesting a waiver from Chapter 3. Table 3-12 (1)(b)(b) to increase the chainlink fence height around the outside storage area from 6 feet to 8 feet for screening purposes. The proposed 11.66-acre development is located within the Pod G Southwest portion.			
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:	X	PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Sheet Final Staff Report Application Justification Statement Site Plan Landscape Plans Traffic Statement			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	

<p>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u></p>	
<p>FISCAL IMPACT <i>(if any):</i></p>	<p></p>

\$

1-12-22



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

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

APPLICATION FOR SITE PLAN REVIEW

CITY COUNCIL MEETING DATE: July 11, 2022

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

See page 3 for review process and submittal deadline.

INSTRUCTIONS TO APPLICANTS:

1. Please complete all sections of this application. If not applicable, indicate with N/A.
2. Provide all required documents as shown on the Site Plan Review Application Checklist (see page 4). If not applicable, indicate with N/A.
3. The applicant must be present at scheduled City Council meeting.
4. If project is to be developed in phases, a Master Site Plan Review Application shall be required.

I. PROJECT DESCRIPTION & APPLICANT INFORMATION

PROJECT NAME: Pod G Southwest – James Business Park (SPR- 2022-01)

PROJECT ADDRESS: TBD

DESCRIPTION OF PROJECT: Site Plan review of warehouse business operation on Pod G SW

Estimated Project Cost: TBD

Property Control Number (PCN): 77-40-43-01-00-000-1010

Section/Township/Range: _____

Property Owner(s) of Record (Developer) Minto PBLH, LLC (Contract Purchaser: Jamlyn Supply, Inc.)

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

Phone No.: 954-973-4490 Fax No. _____ E-mail Address: jfcarter@mintousa.com

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

Name: Don Hearing, Cotleur & Hearing

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

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

II. LAND USE & ZONING

A) ZONING DISTRICT Mixed Use B) FUTURE LAND USE DESIGNATION Downtown Mixed Use

C) EXISTING USE(S) Vacant

D) PROPOSED USE(S), AS APPLICABLE Light Industrial – Warehouse/Ancillary Office

III. ADJACENT PROPERTIES

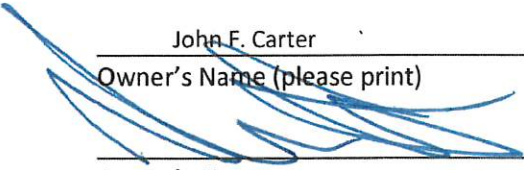
	EXISTING USE(S)	FUTURE LAND USE DESIGNATION	ZONING DISTRICT
SUBJECT PROPERTY	Vacant	Downtown Mixed Use	Mixed Use
NORTH	Vacant	Downtown Mixed Use	Mixed Use
SOUTH	Pod H – Westlake Landings (Under Construction)	Downtown Mixed Use	Mixed Use
EAST	Publix Plaza (Under Construction)	Downtown Mixed Use	Mixed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

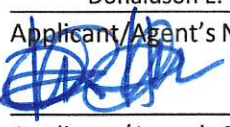
IV. OWNER AND APPLICANT/AGENT ACKNOWLEDGEMENT AND CONSENT

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

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

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

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

 Owner's Signature
4-27-2022
 Date

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

 Applicant/Agent's Signature
4-27-2022
 Date

***POD G Southwest
James Business Park
Site Plan Review
SPR-2022-01
Justification Statement
April 28, 2022***

Introduction

The Applicant (Minto PBLH, LLC) is requesting approval of a Site Plan for a light industrial e-commerce warehouse. This facility is to be located within the southwest portion of Pod G, directly west of the Publix Plaza, which is currently under construction. The plat of “Pod G Southwest” was previously approved and is recorded in the Public Records, containing approximately 11.666 acres.

Background

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

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

Historic and Recent Planning and Zoning Entitlements

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

Subsequent to incorporation, Minto proceeded with the development of its property pursuant to the County Development Orders and the Interim Code. The City has adopted its own Comprehensive Plan and implementing land development regulations. Further, most of the conditions of approval contained in the County development orders have either been completed or are superseded by the City's Comprehensive Plan, Land Development Regulations and state law. As a result, on December 01, 2021, Minto notified the City of Westlake of its intention to hereinafter proceed under § 163.3167(5) to complete development of its density and intensity vested by the Proportionate Fair Share Agreement and state law, pursuant to the City's Comprehensive Plan and Land Development Regulations.

(An updated, list of approved entitlements within the City is attached for additional reference).

Subject Request

The Applicant is requesting site plan approval of a light industrial e-commerce warehouse facility within the southwest portion of Pod G, to be located on Tract A. This tract is situated to the west of the Publix Plaza (currently under construction) adjacent to Persimmon Boulevard West (Phase 2), running north to connect with Town Center Parkway. The plat for Pod G Southwest was previously approved and recorded on May 24, 2021. Persimmon Boulevard West, Phase 2 roadway plat was approved at the April 11, 2022, City Council meeting.

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

The proposed E-commerce site, to be called "James Business Park", will ultimately be owned and operated by Jamlyn Supply, Inc. Jamlyn will be the primary tenant occupying about half (or 3 units) of the largest building, which is sized to meet their future growth. The maximum number of tenants that can be accommodated will include 3 more with Jamlyn in the largest building and up to 4 in the smaller building. Jamlyn intends to construct Building 1 first. Building 2 will be constructed within 2 years of Building 1.

Jamlyn Supply is an ecommerce company that sells thousands of different products and ships to its customers. Categories ranging from Pet Supplies, lawn and garden, pool supplies and household items. Product comes into the warehouse, gets counted, stored and processed, then ships out to our customers. We work with manufacturers and Brands to help them increase

their online presence and sales. Opened in 2014 Jamlyn has served millions of satisfied customers.

Pursuant to Chapter 1 of the City's Code:

LIGHT INDUSTRIAL USES: Land uses that include construction operation and storage facilities, manufacturing, assembly, processing or storage of products when such activities have minimal and inoffensive external impacts such as smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual impacts on the surrounding neighborhood. Light industrial uses may include research and development technology centers including server farms, medical and dental laboratories, warehouse and/or distribution centers, and recycling centers. Light industrial uses shall not include mining and extraction industries, electrical generation plants, or regional sewer treatment plants.

Possible Light Industrial uses include, but are not limited to, storage, light manufacturing, distribution, assembly, and laboratories. Examples may include but are not limited to (a) building supply distribution centers such as electrical or plumbing, (b) medical supply distribution centers for all different types of pharma, (c) moving companies, (d) general storage of all types of materials, (e) package delivery corporations, (f) air conditioning, windows, or tile fabricator, and (g) wholesalers such as hardware, furniture, or cosmetics. **(Please refer to "Attachment A" which includes a representative list of potential tenant uses).**

Pod G has a Mixed-Use zoning designation allowing commercial, retail, and industrial uses. Access to the site is available from either Persimmon Blvd. West, or Town Center Parkway West, both originating from Seminole Pratt Whitney. The site plan proposes 2, 1-story buildings; the larger one at 135,540 sq.ft., containing light industrial uses and a second building at 10,103 sq.ft., containing light industrial uses with ancillary office (limited to 30% of the gross floor area), for a combined total square footage of 145,643.

The site design provides for vehicle parking on the west side of the site, with three (3) ingress/egress locations along Persimmon Blvd. and one (1) at the north on Town Center Parkway. The delivery and loading area will be located on the east side of the larger building and is well screened from public view.

The landscape plan responds to the use of the site and reinforces the architecture of the proposed buildings.

Conclusion

The Applicant is requesting approval of this light industrial e-commerce facility on Pod G Southwest, as presented. The Applicant will work closely with Staff to bring this application to completion as quickly as possible. The Applicant and the entire development team are available to answer any questions Staff might have and/or provide necessary information to supplement the information provided in the submittal.

Attachment A – List of Potential Tenant Uses

Pursuant to Chapter 1 of the City’s Code:

LIGHT INDUSTRIAL USES: Land uses that include construction operation and storage facilities, manufacturing, assembly, processing or storage of products when such activities have minimal and inoffensive external impacts such as smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual impacts on the surrounding neighborhood. Light industrial uses may include research and development technology centers including server farms, medical and dental laboratories, warehouse and/or distribution centers, and recycling centers. Light industrial uses shall not include mining and extraction industries, electrical generation plants, or regional sewer treatment plants.

The applicant has not yet began to secure lease agreements from specific users, and would prefer not to use branded business names as examples of the types of users proposed. Having said that, below is a more specific list of the types of users anticipated to occupy the buildings (include but are not limited to):

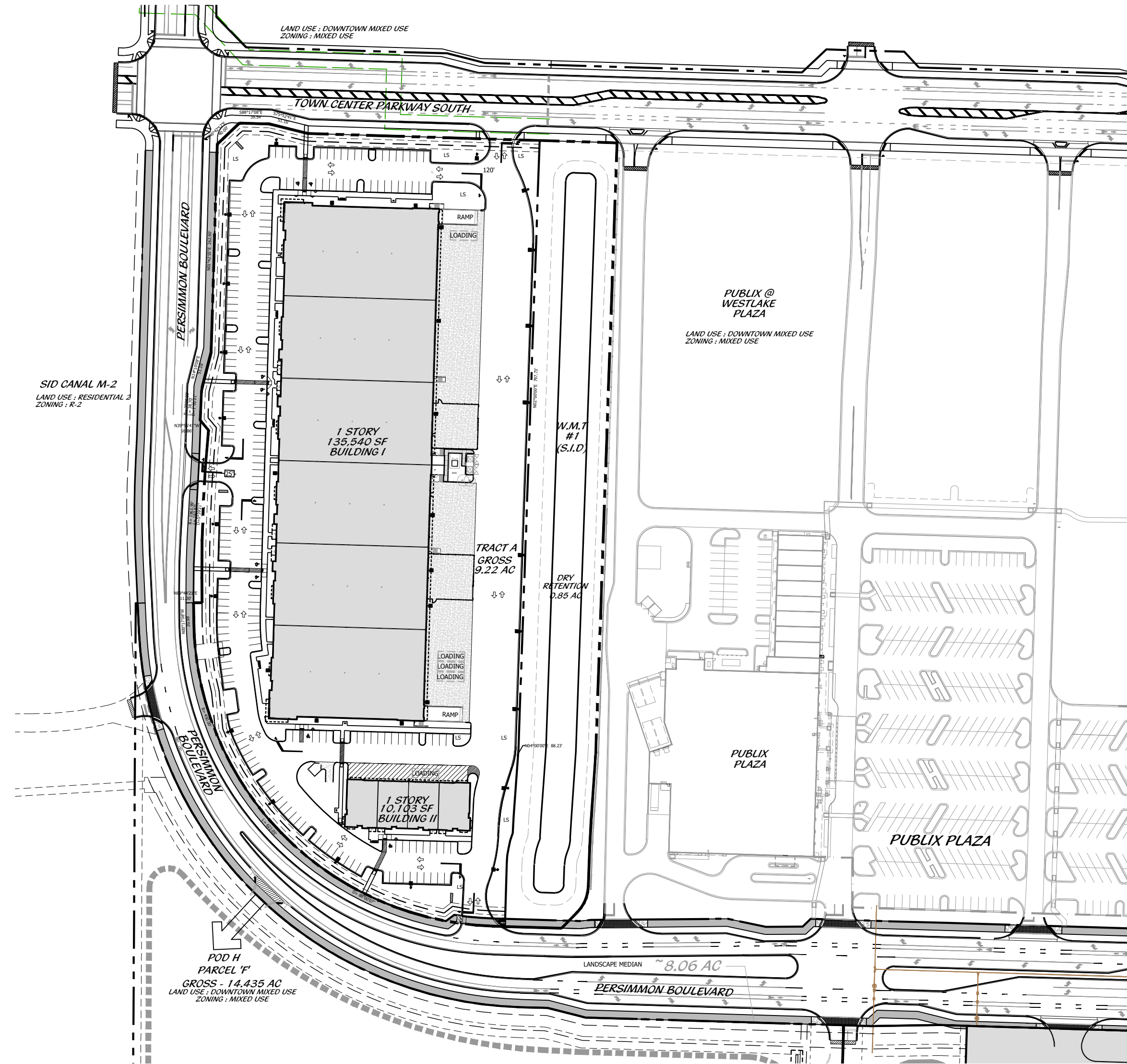
- Ecommerce
- Food Distribution
- Air Conditioning Supply
- Plumbing Supply
- Pool Supply
- Contractor Supply Store
- Granite & Marble Supply
- Trade/Contractor Service Business
- Water Bottling & Distribution
- Beverage Supply & Distribution
- Electrical Supply & Distribution
- Flooring & Tile Supply & Distribution
- Glass & Windows Supply & Distribution
- Indoor Storage of Goods including Automobiles
- Furniture Storage & Distribution
- Appliance Storage & Distribution
- Automotive Parts Assembly
- Electronic Supply & Distribution
- Food Supply & Distribution
- Equipment Rental & Supply

Westlake POD G Southwest
Justification Statement
SPR-2022-01
CH 13-0518.98.01
April 28, 2022

- Party Rental & Supply
- Medical Supply & Distribution
- Medical & Pharma Laboratories & Research Centers
- Cosmetics Supply & Distribution
- Indoor Recreation
- Moving & Storage Companies
- Package Delivery & Distribution

- Light Manufacturing & Assembly of Goods, including but not limited to
 - Medical
 - Computers
 - Pharmaceuticals
 - Laboratories
 - Electronics
 - Household Goods
 - Other Clean Industries

JAMES BUSINESS PARK



SHEET INDEX

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

PROJECT TEAM

PROPERTY OWNER JAMILYN SUPPLY, INC. 6051 SOUTHERN BLVD, WEST PALM BEACH, FLORIDA 33413 PHONE: 561-281-2671	SURVEYOR GEOPPOINT SURVEYING, INC. 4152 WEST BLUE HERON BLVD, SUITE 105 RIVIERA BEACH, FLORIDA 33404 PHONE: 561-444-2720 FAX: 913-245-2266
SITE PLANNER COTLEUR & HEARING 1334 COMMERCE LANE, SUITE 1 JUPITER, FLORIDA 33458 PHONE: 561-747-6336 FAX: 561-747-1377	TRAFFIC ENGINEER PINDER TROTTMAN CONSULTING, INC. 2065 VISTA PARKWAY, SUITE 111 WEST PALM BEACH, FLORIDA PHONE: 561-296-9698 FAX: 561-884-6336
CIVIL ENGINEER SIMMONS & WHITE 2681 METROCENTRE BLVD, SUITE 3 WEST PALM BEACH, FLORIDA 33407 PHONE: 561-478-7648	ENVIRONMENTAL CONSULTANT EW CONSULTANTS, INC. STUART, FLORIDA 34996 PHONE: 772-287-8771 MOBILE: 772-485-1700
SEMINOLE IMPROVEMENT DISTRICT ENGINEER CAULFIELD & WHEELER 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 PHONE: 561-382-1991	DEVELOPER PBLH, LLC 4400 WEST SAMPLE RD, SUITE 200 COCONUT CREEK, FLORIDA 33073 PHONE: 954-973-4480 FAX: 954-978-5330

GENERAL NOTES

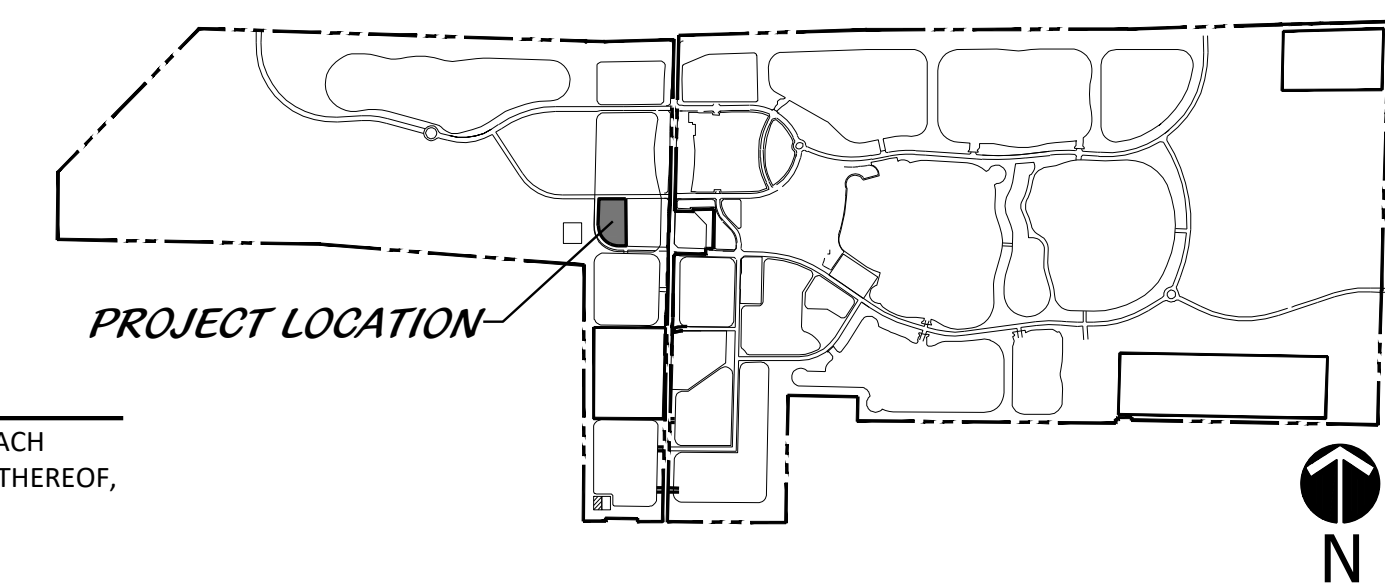
- REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.
- 10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.
- TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.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

LEGAL DESCRIPTION

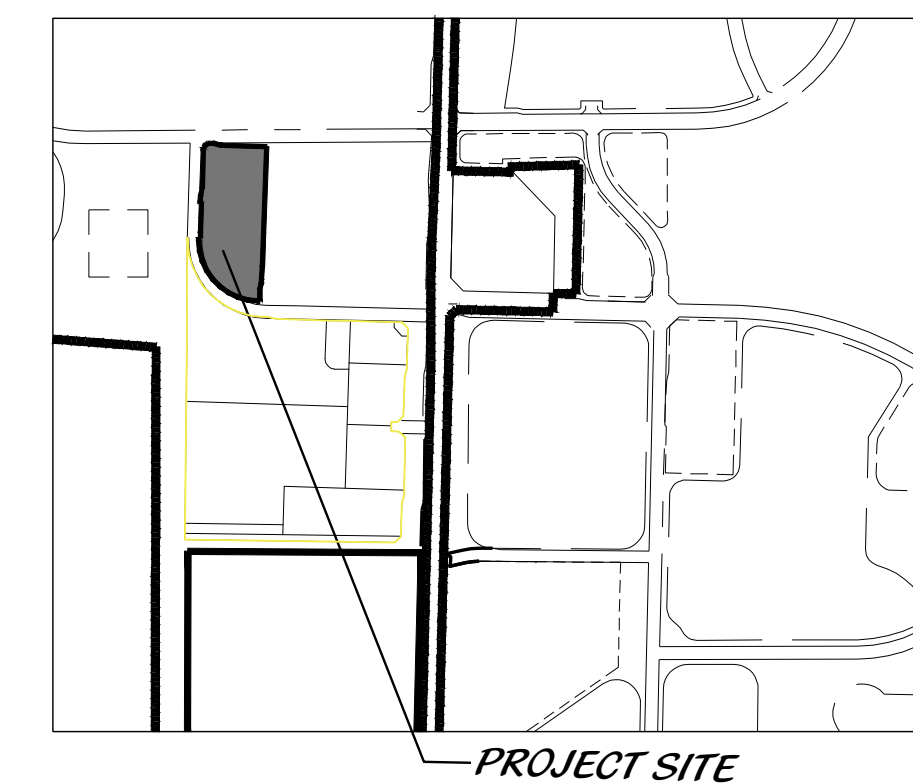
A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND IN PART A REPLAT OF A PORTION OF TRACT "A", POD G SOUTH - WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH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

TRACT A = 9.226 ACRES (EXCLUDES SID WMT)

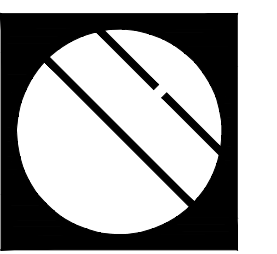
LOCATION MAP



KEY MAP



Cover Page

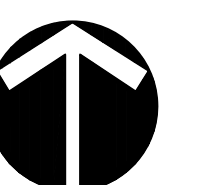


Cotleur & Hearing

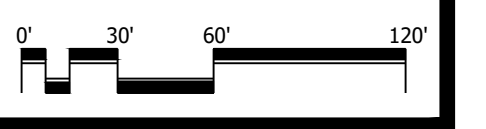
Landscape Architects
 Land Planners
 Environmental Consultants
 1934 Commerce Lane
 Suite 1
 Jupiter, Florida 33458
 561.747.6336 · Fax 747.1377
 www.cotleurhearing.com
 Lic# LC-26000535

James Business Park
 POD G WEST
 PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
REVISIONS	05-18-22
	06-07-22



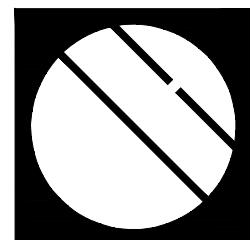
Scale: 1" = 60'



June 07, 2022 7:58:03 a.m.
 Drawing: 13-0518.98.01 SP.DWG

SHEET 1 OF 3

© COTLEUR & HEARING, INC.
 These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



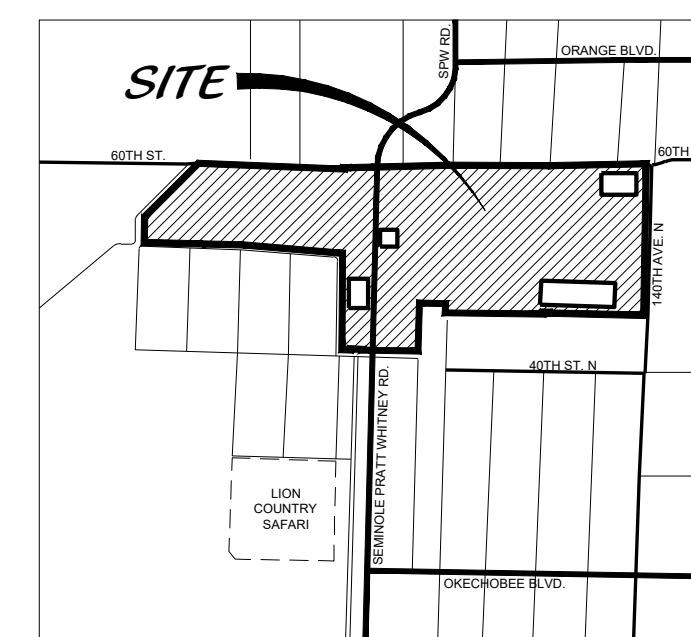
Cotleur & Hearing

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

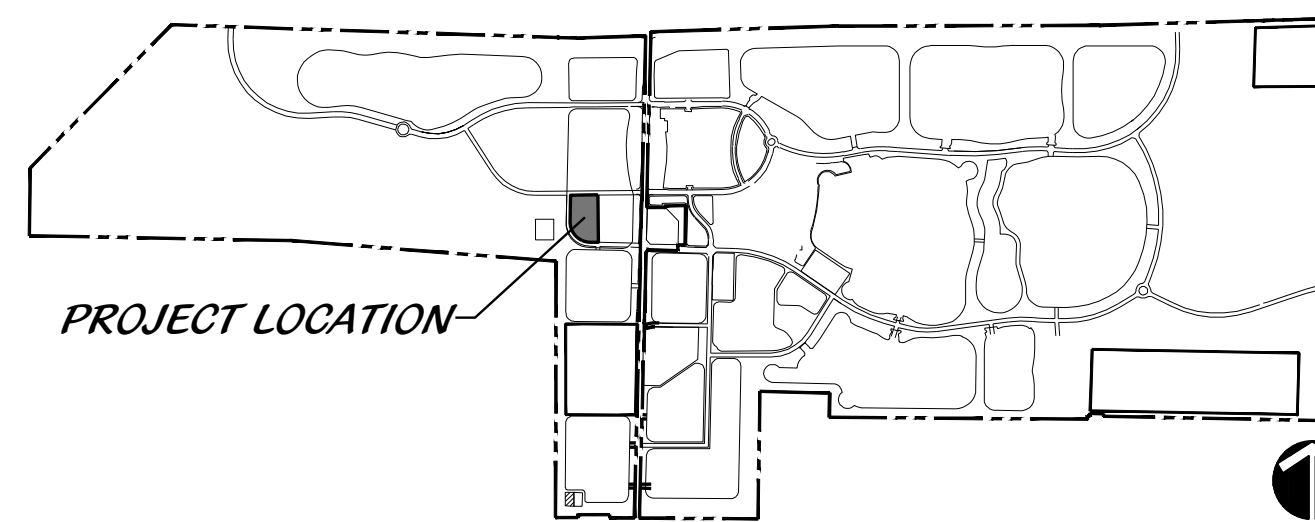
James Business Park

POD G WEST
PALM BEACH COUNTY, FL

LOCATION MAP



KEY MAP



SITE DATA

NAME OF APPLICATION	WESTLAKE POD G- WEST E-COMMERCE
APPLICATION NUMBER	SPR 2022-01
PROJECT NUMBER	CH 13-0518.98.01
FUTURE LAND USE DESIGNATION	DOWNTOWN MIXED USE
EXISTING ZONING DISTRICT	MIXED USE
SECTION/TOWNSHIP/RANGE	01 43 40
PROPERTY CONTROL NUMBER	77-40-43-01-00-000-1010
EXISTING USE	VACANT/ AGRICULTURE/ UTILITY
APPROVED USE	MIXED USE
PROPOSED USE	LIGHT INDUSTRIAL: WAREHOUSING W ANCLARY OFFICE (NOTE 3)

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

BUILDING DATA	SQ.FT.	AC.	%
TOTAL GROSS FLOOR AREA	145,643	3.34	100.00%
NORTH BUILDING	135,540	3.11	93.06%
SOUTH BUILDING	10,103	0.23	6.94%
BUILDING LOT COVERAGE (NOTE 1)	147,743.86	3.39	29%

BUILDING HEIGHT PROPOSED	1 STORY	48 FEET
MAXIMUM BUILDING HEIGHT PER CODE (NOTE 5)		70 FEET
MAXIMUM FAR PER CODE	3.00	
PROPOSED FAR	0.29	

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

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

TOTAL TRACT A	401,879.00	9.23	79.08%
SUB TOTAL TRACT B (SID ROW)	1,611.72	0.032%	
WMT 1	104,674.68	20.60%	
TOTAL POD G SOUTH WEST PLAT AREA	508,165.40	100.00%	

TOTAL PERVIOUS REQUIRED	100,469.75	2.31	25.00%
TOTAL PERVIOUS PROVIDED	167,582.87	3.85	32.98% (NOTE 8)
PERVIOUS PROVIDED PARCELA (SITE)	62,908.19	1.44	12.38%
PERVIOUS PROVIDED WMT 1	104,674.68	2.40	20.60%

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

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

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

PDR CHART

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

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

SETBACK CHART

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

LEGEND

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

LEGAL DESCRIPTION

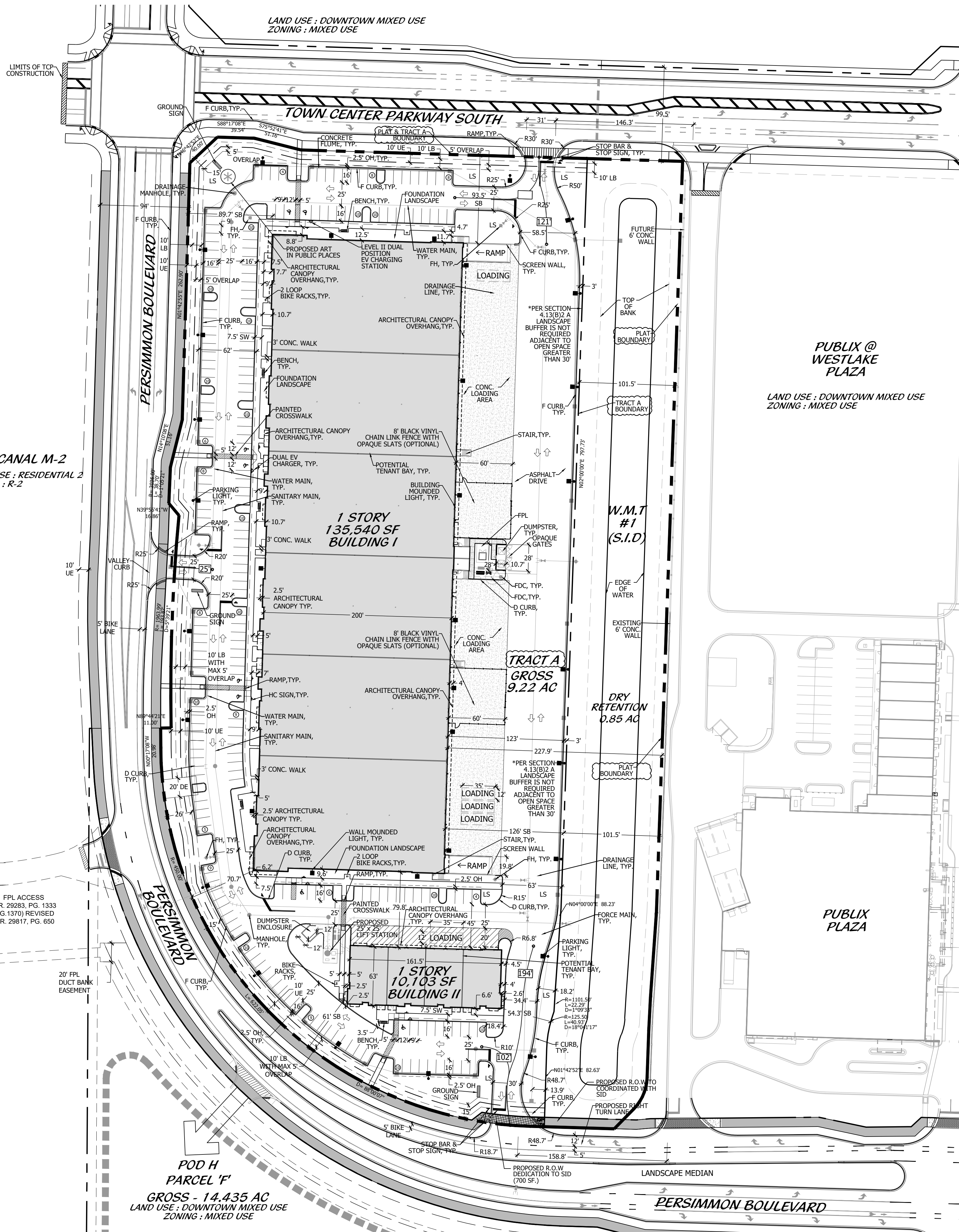
A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND IN PART A REPLAT OF A PORTION OF TRACT "A", POD G SOUTH - WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH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

TRACT A = 9.226 ACRES (EXCLUDES SID WMT)

PROJECT TEAM

PROPERTY OWNER JAMLYN SUPPLY, INC 6081 SOUTHERN BLVD, WEST PALM BEACH, FLORIDA 33413 PHONE: 561-281-2871	SURVEYOR GEOPOINT SURVEYING, INC 4182 WEST BLUE HERON BLVD, SUITE 105 RIVIERA BEACH, FLORIDA 33404 PHONE: 561-444-2720 FAX: 813-248-2268
SITE PLANNER COTLEUR & HEARING 1934 COMMERCE LANE, SUITE 1 JUPITER, FLORIDA 33458 PHONE: 561-747-6336 FAX: 561-747-1377	TRAFFIC ENGINEER PINDER TROUTMAN CONSULTING, INC. 2005 VISTA PARKWAY, SUITE 111 WEST PALM BEACH, FLORIDA PHONE: 561-286-8688 FAX: 561-684-6336
CIVIL ENGINEER SIMMONS & WHITE 2581 METROCENTRE BLVD, SUITE 3 WEST PALM BEACH, FLORIDA 33407 PHONE: 561-478-7648	ENVIRONMENTAL CONSULTANT EW CONSULTANTS, INC. 1000 SE MONTEREY COMMONS BLVD, SUITE 208 STUART, FLORIDA 34996 PHONE: 772-267-8771 MOBILE: 772-485-1700
SEMINOLE IMPROVEMENT DISTRICT ENGINEER CAULFIELD & WHEELER 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33454 PHONE: 561-392-1991	DEVELOPER PBLH, LLC 4400 WEST SAMPLE RD. SUITE 200 COCOA BEACH, FLORIDA 32973 PHONE: 954-973-4490 FAX: 954-978-5330

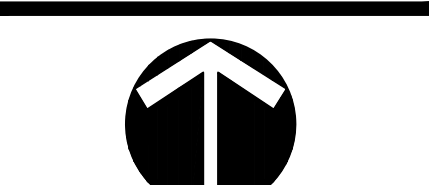
SITE PLAN



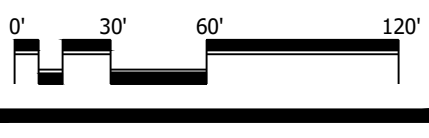
SID CANAL M-2
LAND USE: RESIDENTIAL 2
ZONING: R-2

POD H
PARCEL 'F'
GROSS - 14.435 AC
LAND USE: DOWNTOWN MIXED USE
ZONING: MIXED USE

DESIGNED	DEH
DRAWN	DNH
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
REVISIONS	05-18-22
	06-07-22



Scale: 1" = 60'

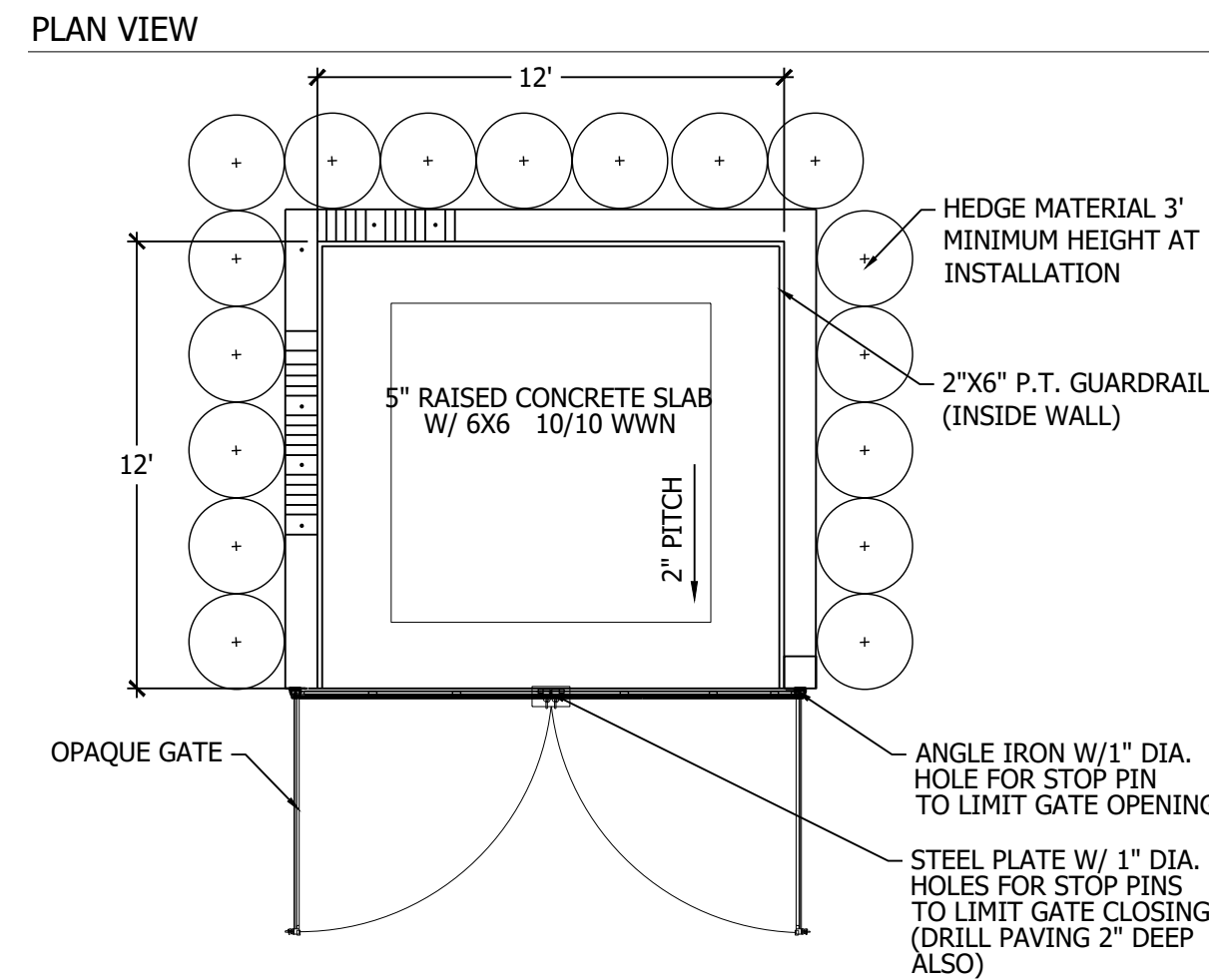


June 07, 2022 7:58:03 a.m.
Drawing: 13-0518.98.01.SP.DWG

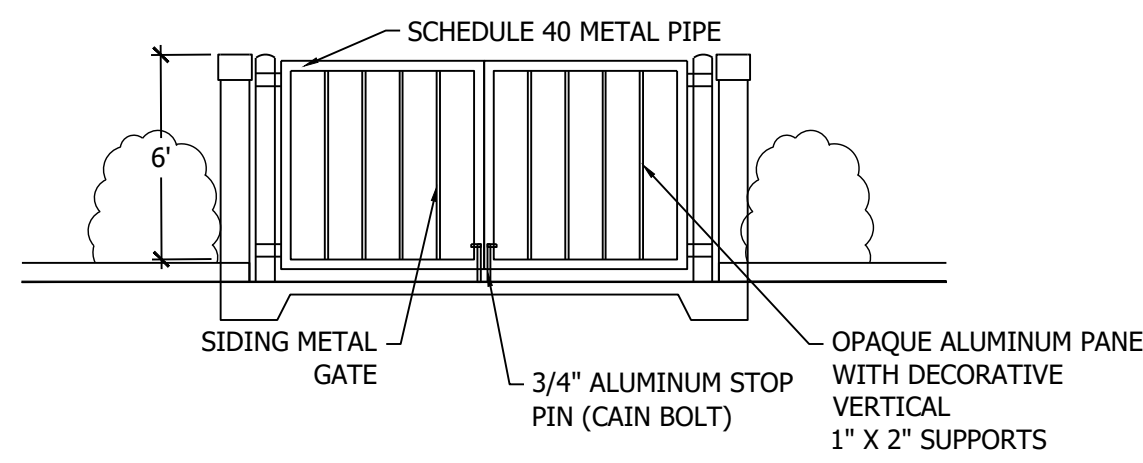
© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects without the agreement in writing with the architect. Immediately report any discrepancies to the architect.

DUMPSTER DETAIL

NTS

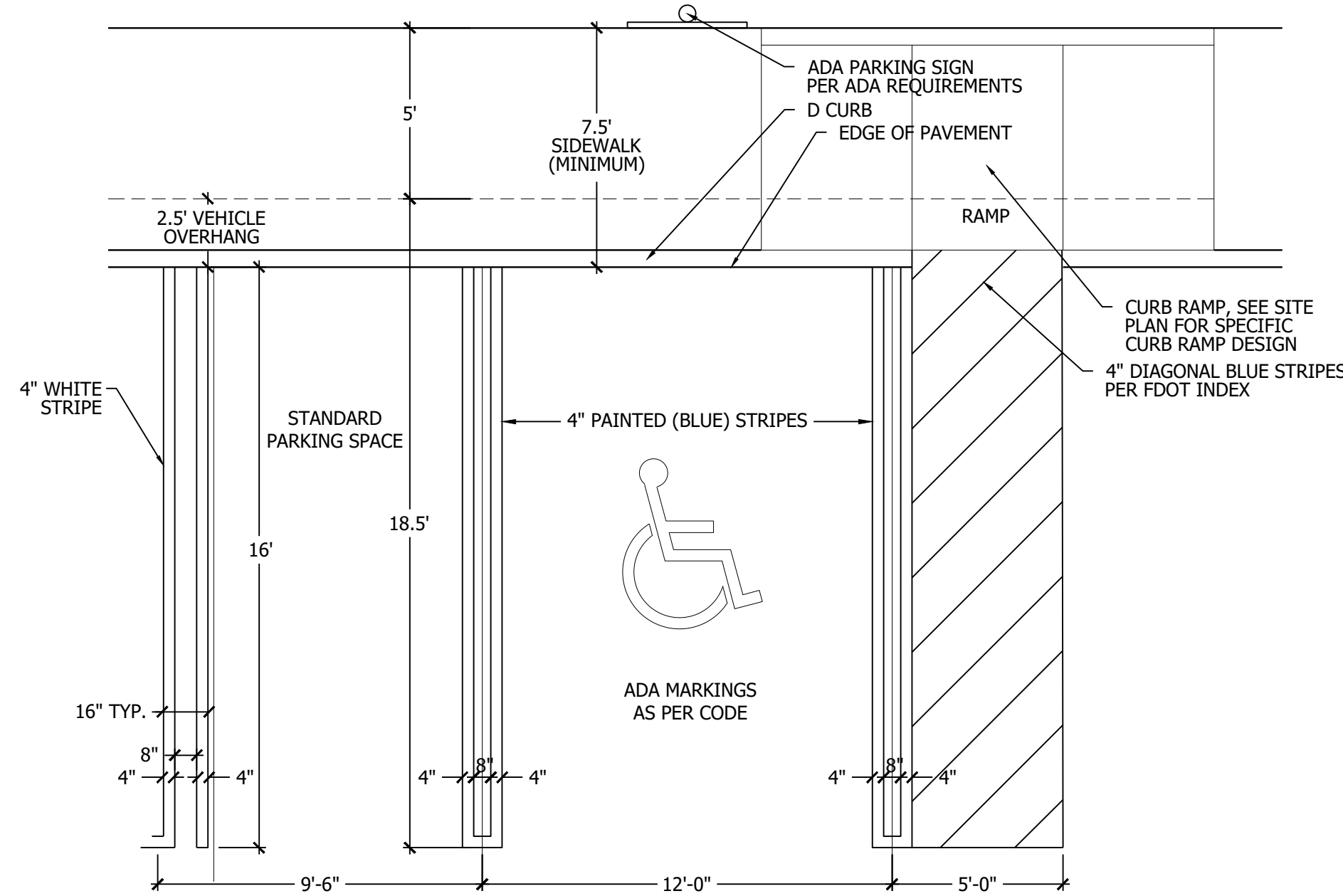


ELEVATION VIEW



STANDARD AND ADA PARKING DETAIL

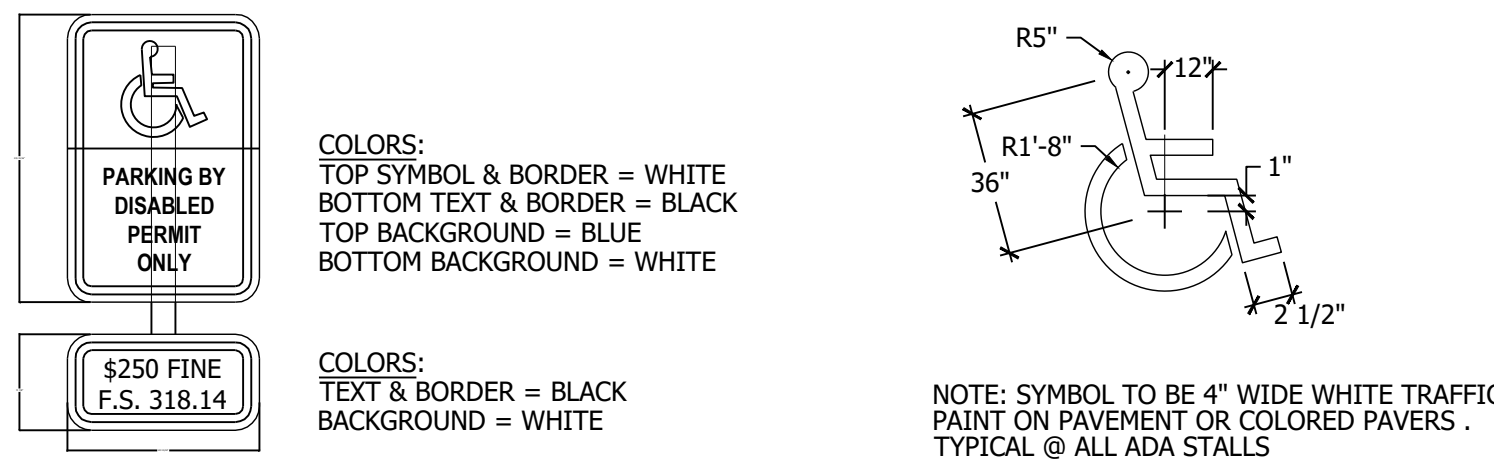
NTS



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

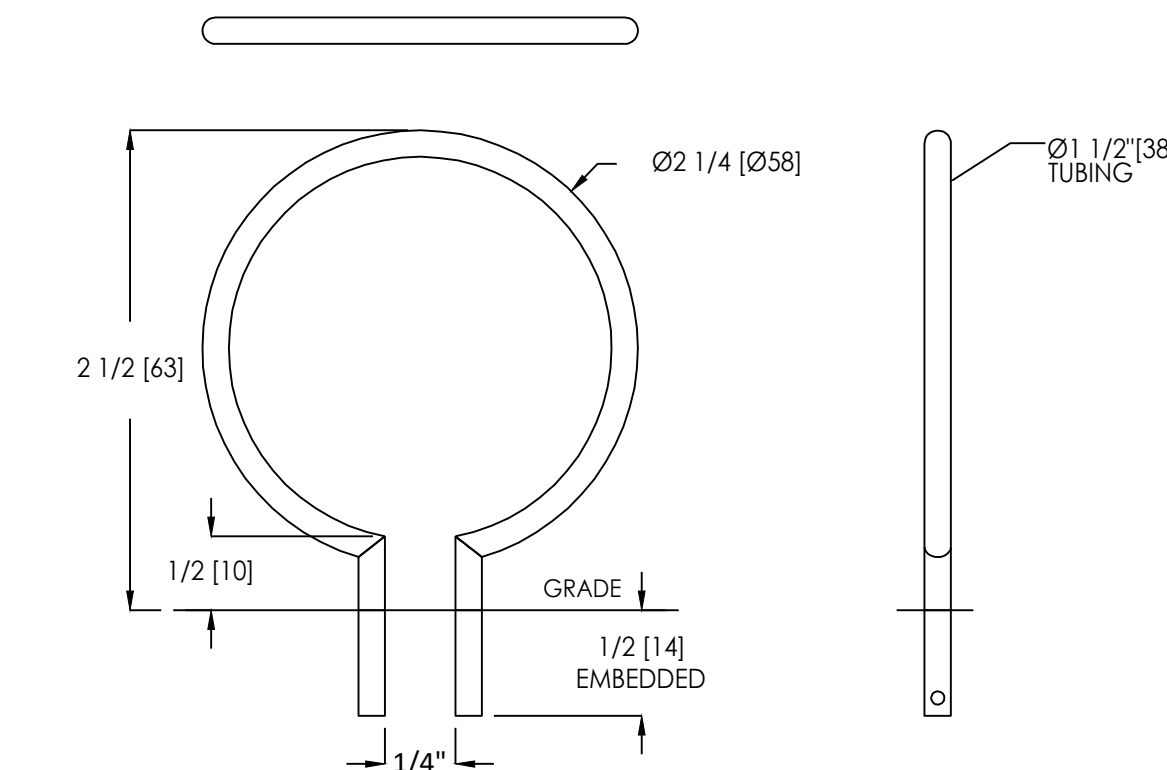
ADA SIGN & SYMBOL DETAIL

NTS



BIKE RACK DETAIL

NTS

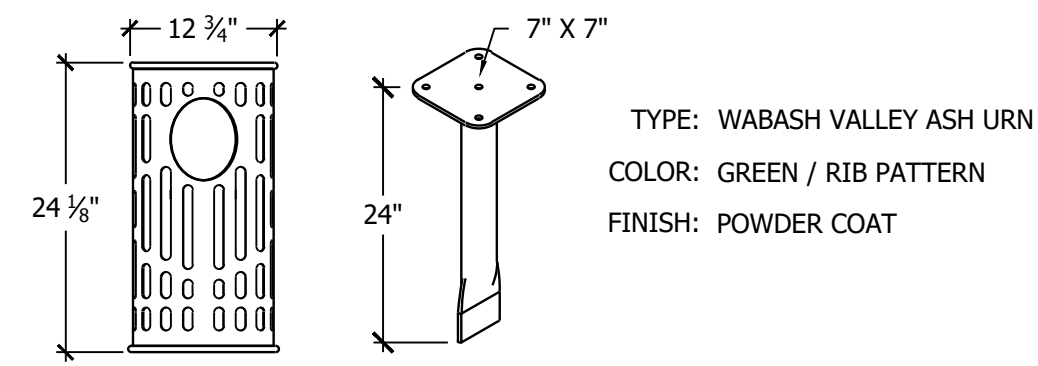


RING BIKE RACK, EMBEDDED (OR EQUAL)
HOLDS 2 BIKES PER RING

landscapeforms®
www.landscapeforms.com Ph: 800.521.2546

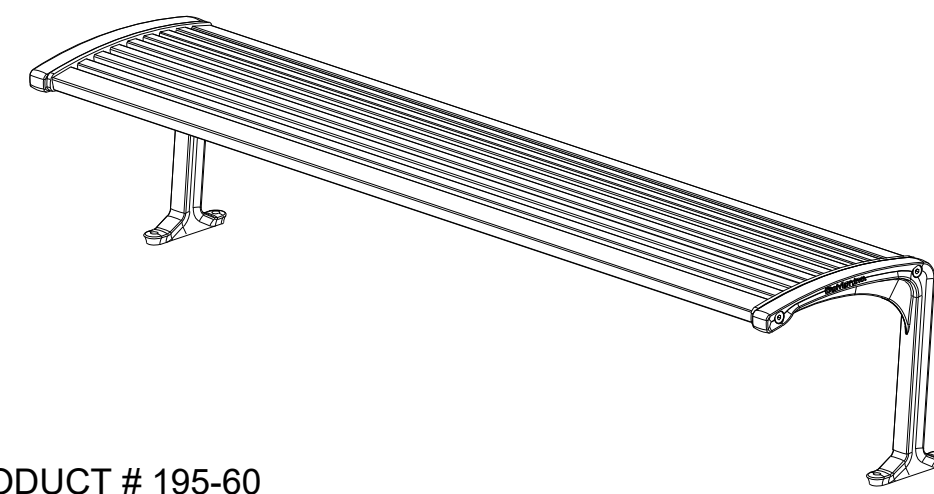
TRASH CAN DETAIL

NTS



BENCH DETAIL

NTS



PRODUCT # 195-60

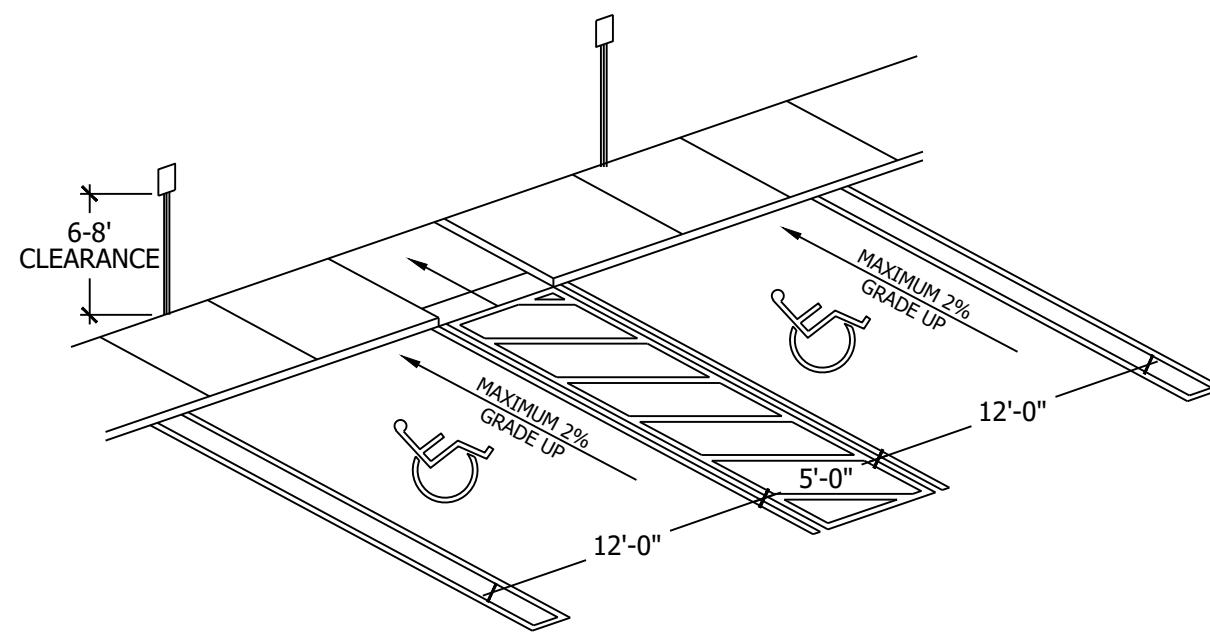
Manufacture: DuMor, INC
195 Series, 6-Foot, Backless, Surface Mount.
Frame Powder Coat Finish
w/ Textured Silver
Color: White
Or approved by Landscape Architect

INSTALL PER MANUFACTURERS RECOMMENDATIONS

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

ADA RAMP DETAIL

NTS

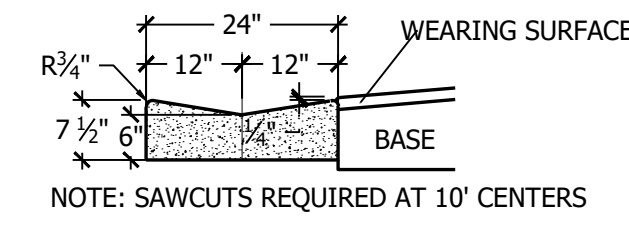


NOTE: IN THIS APPLICATION RAMP CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

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

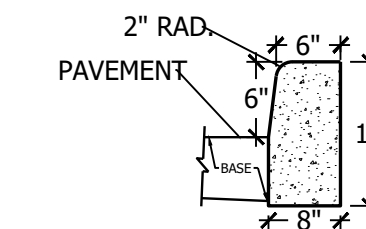
VALLEY CURB DETAIL

NTS



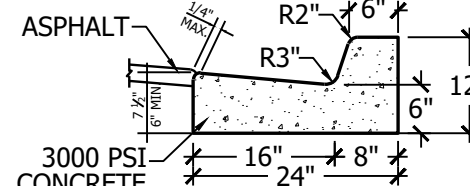
D CURB DETAIL

NTS



F CURB DETAIL

NTS



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

EV CHARGING STATION

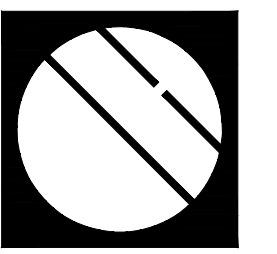
NTS



PRODUCT # IQ 200

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

INSTALL PER MANUFACTURERS RECOMMENDATIONS

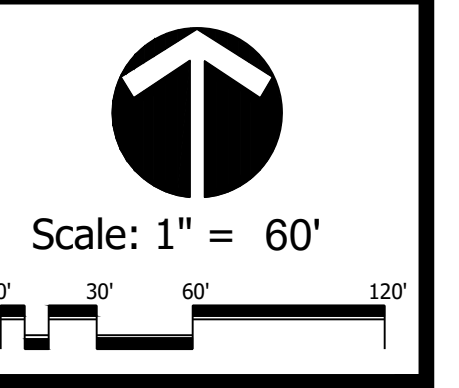


Cotleur & Hearing

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

James Business Park
POD G WEST
PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	RNK
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-29-22
REVISIONS	05-18-22
	06-07-22



June 07, 2022 7:58:03 a.m.
Drawing: 13-0518.98.01 SP.DWG

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for estimates or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

Site Details

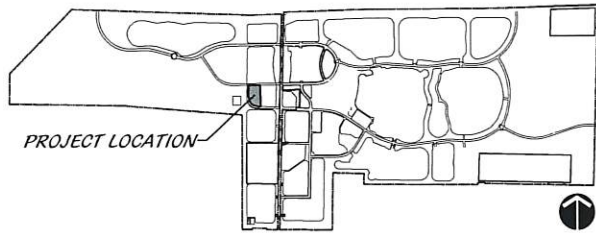
LEGEND

RIGHT OF WAY	CL	CENTER LINE
ACRES	SW	SIDEWALK
UTILITY EASEMENT	PBC	PALM BEACH COUNTY
DRAINAGE EASEMENT	LME	LAKE MAINTENANCE EASEMENT
LANDUSE	WMT	WATER MANAGEMENT TRACT
LANDSCAPE BUFFER	RPE	RURAL PARKWAY EASEMENT
LIMITED ACCESS EASEMENT	SPW	SEMINOLE PRATT WHITNEY
EASEMENT	PBW	PERSIMMON BLVD. WEST
TYPICAL	LSEV	LOW SPEED ELECTRIC VEHICLE
HANDICAP	SID	SEMINOLE IMPROVEMENT DISTRICT
RADIUS		

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

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

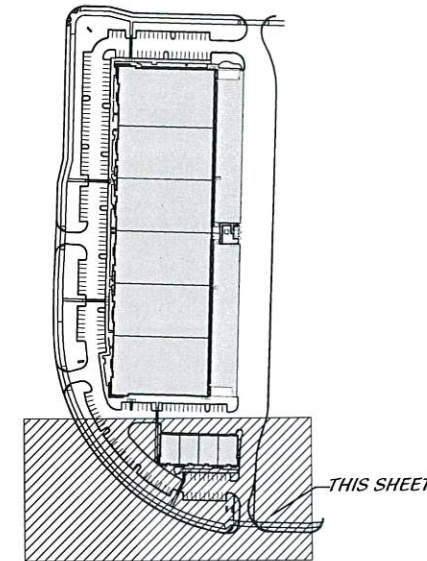
KEY MAP



LOCATION MAP

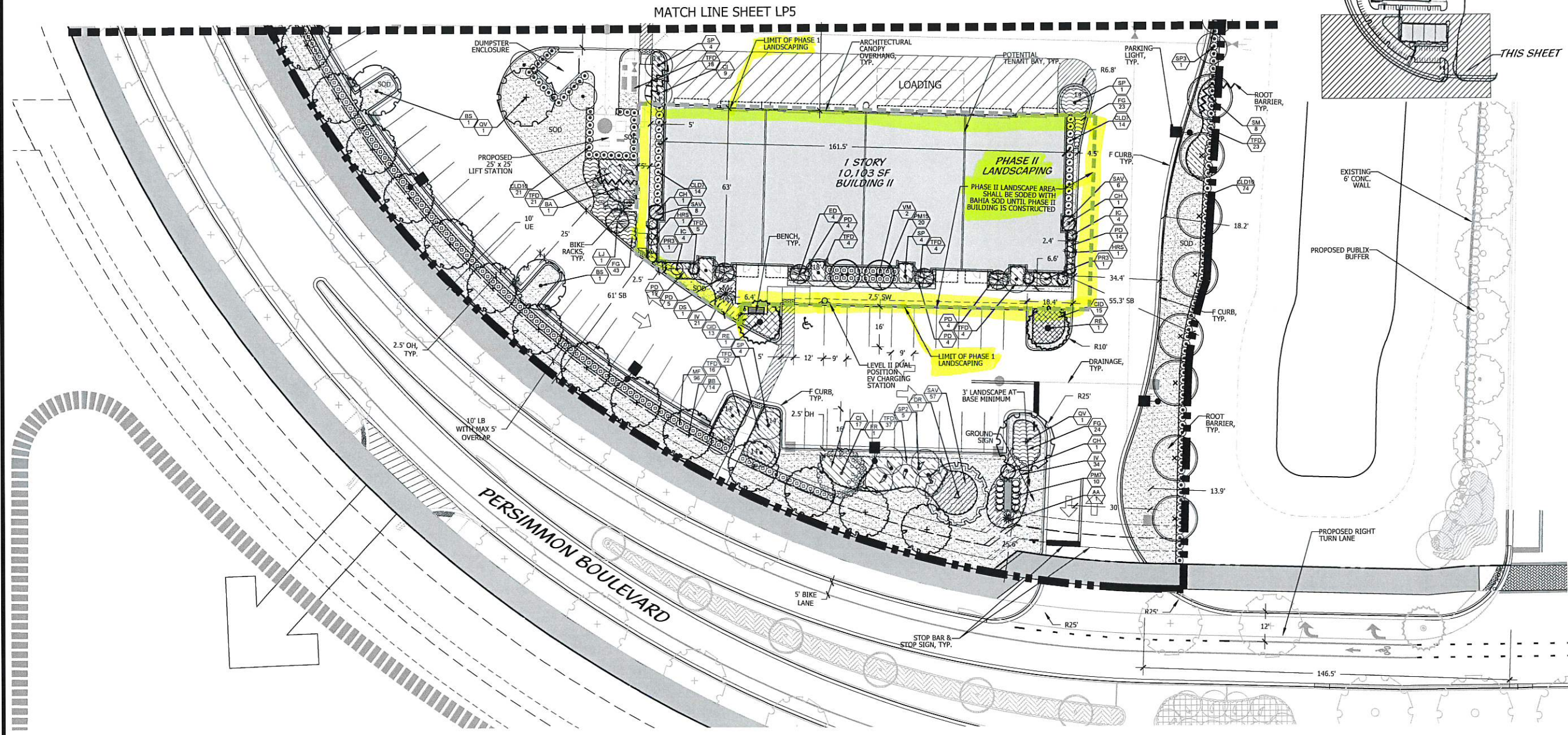


SHEET MAP

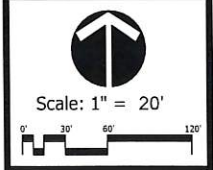


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 - Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

James Business Park
POD G WEST
PALM BEACH COUNTY, FL



DESIGNED	DEH
DRAWN	JCO
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-27-22
REVISIONS	05-18-22



May 18, 2022 1:29: p.m.
Drawing: 13-0518.98.01 LP.DWG

SHEET 4 OF 5

LANDSCAPE PLAN

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for reproduction or on other projects without the written consent of the architect. Any reproduction without the written consent of the architect is prohibited.

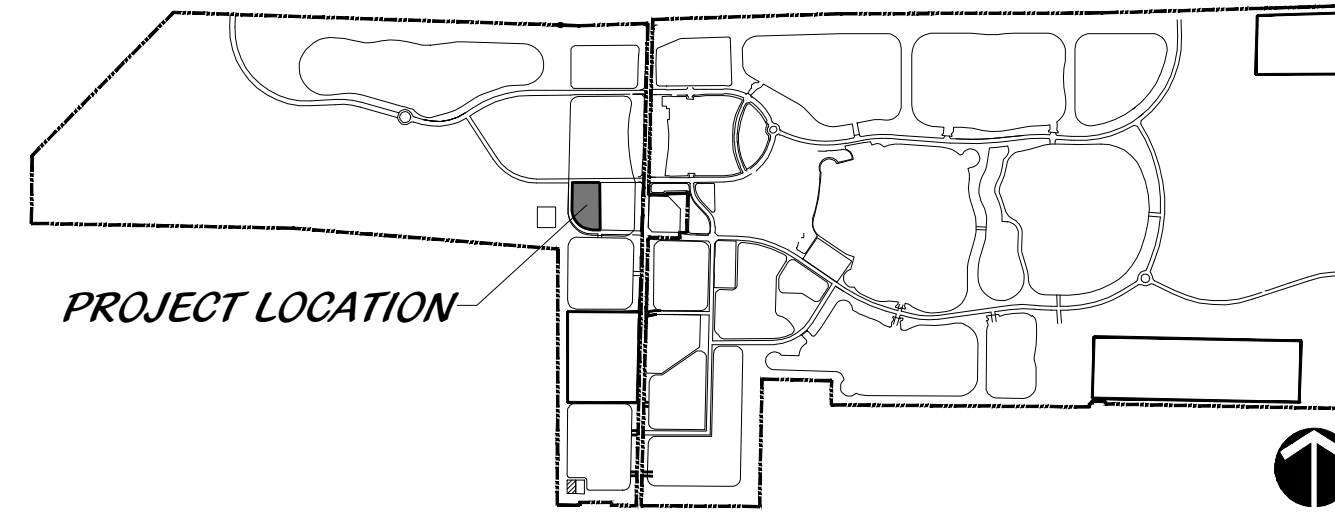
LEGEND

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

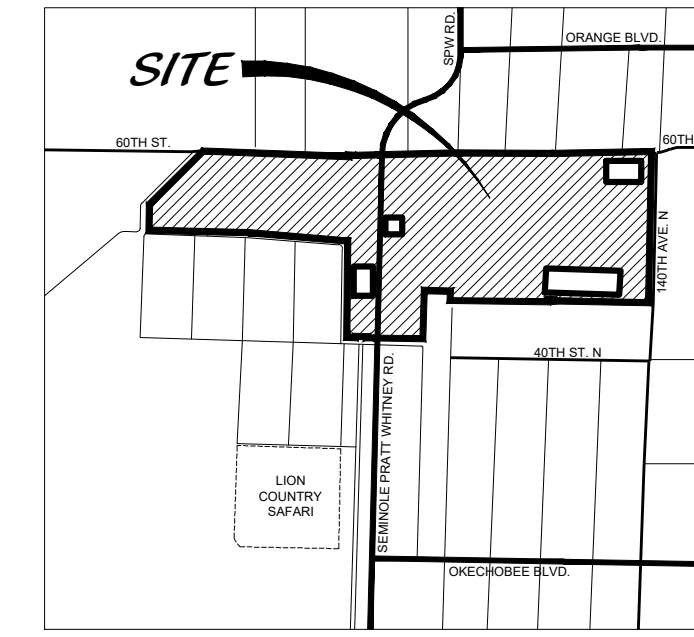
48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

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

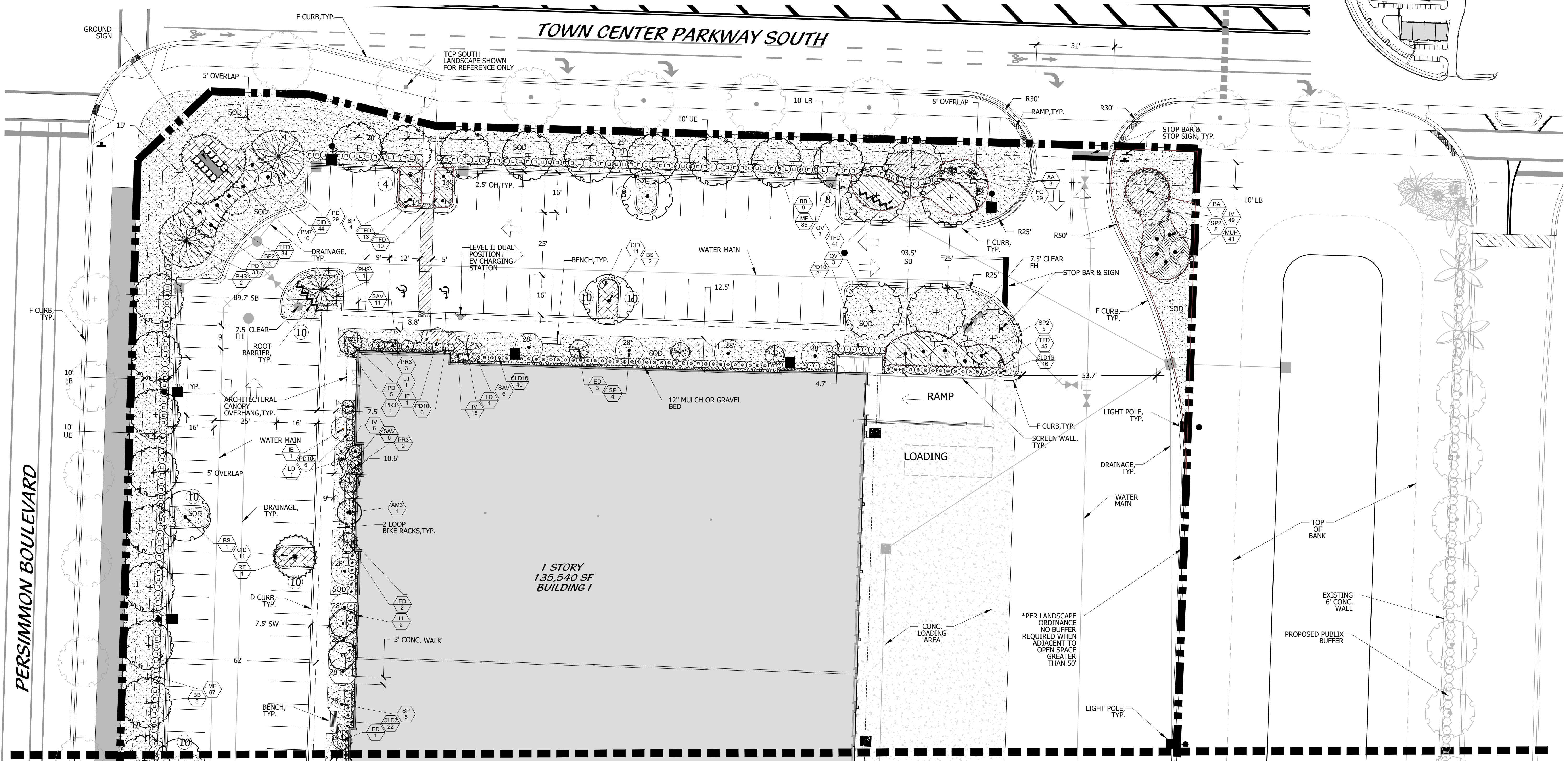
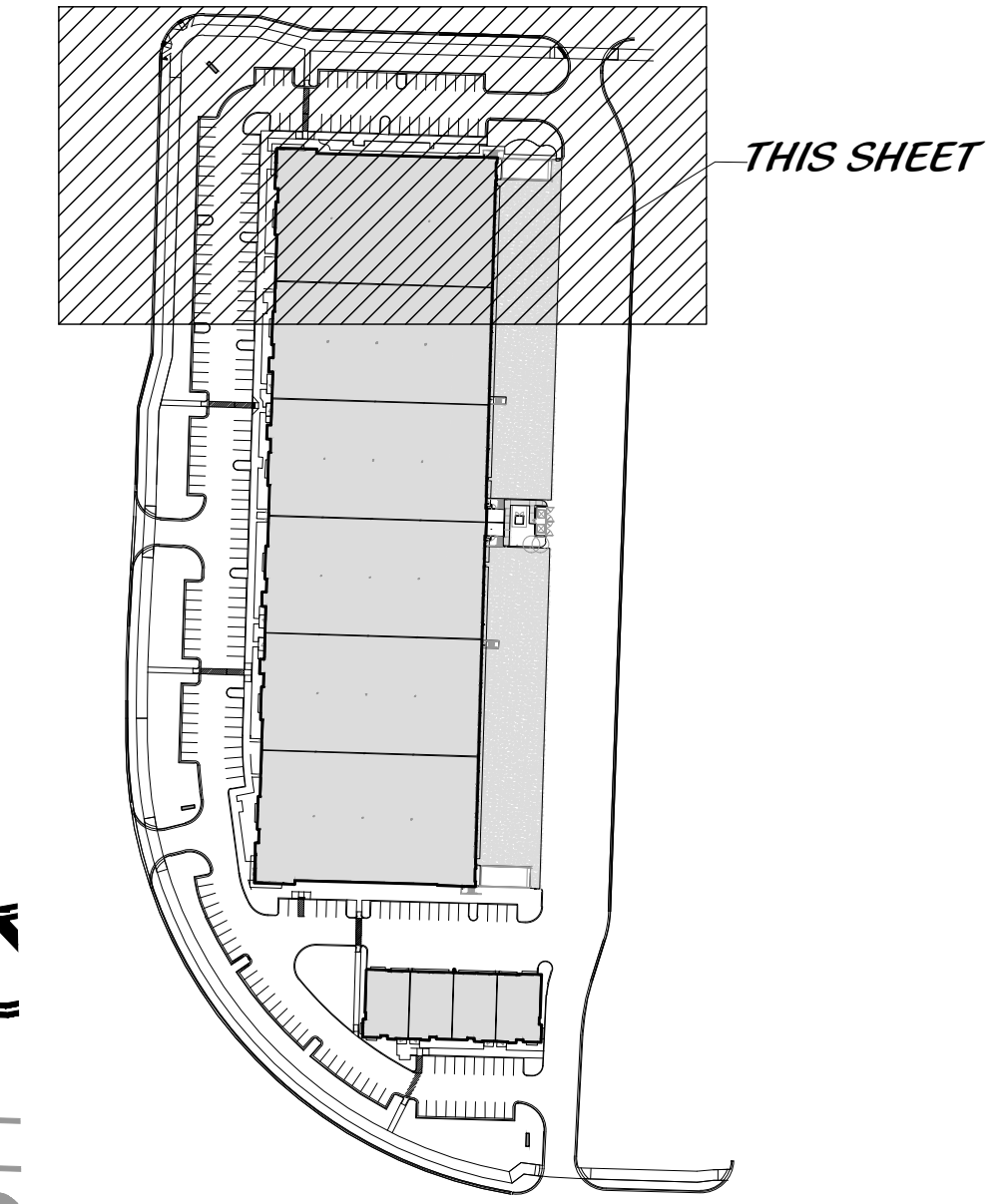
KEY MAP



LOCATION MAP

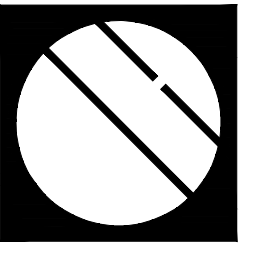


SHEET MAP



MATCH LINE SHEET LP2

LANDSCAPE PLAN

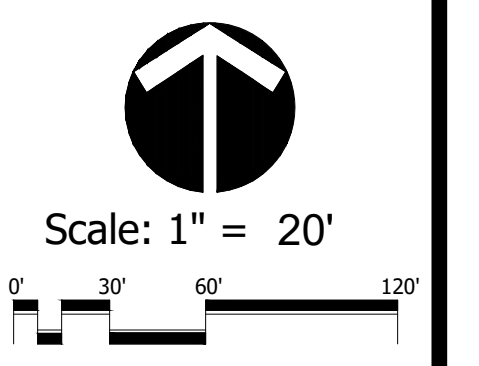


Cotleur & Hearing

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

James Business Park
POD G WEST
PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	JCO
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-27-22
REVISIONS	



April 27, 2022 3:19:57 p.m.
Drawing: 13-0518.98.01 LP.DWG

SHEET 1 OF 5

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

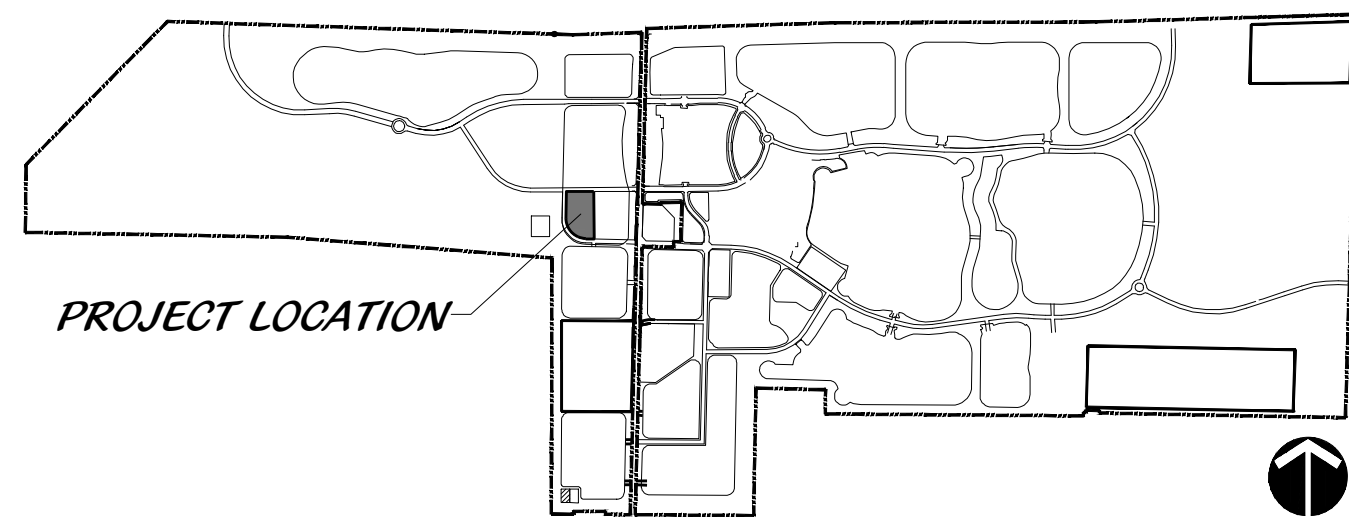
LEGEND

- | | |
|-------------------------|------------------------------------|
| RIGHT OF WAY ACRES | CL: CENTER LINE |
| UTILITY EASEMENT | SW: SIDEWALK |
| DRAINAGE EASEMENT | PBC: PALM BEACH COUNTY |
| LANDUSE | LME: LAKE MAINTENANCE EASEMENT |
| LANDSCAPE BUFFER | WMT: WATER MANAGEMENT TRACT |
| LIMITED ACCESS EASEMENT | RPE: RURAL PARKWAY EASEMENT |
| EASEMENT | SPW: SEMINOLE PRATT WHITNEY |
| TYPICAL HANDICAP RADIAS | PBW: PERSIMMON BLVD. WEST |
| | LSEV: LOW SPEED ELECTRIC VEHICLE |
| | SID: SEMINOLE IMPROVEMENT DISTRICT |

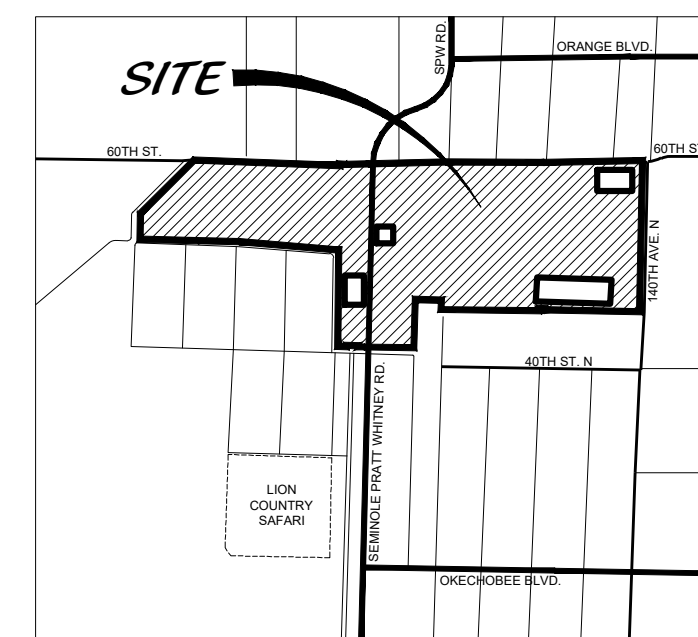
48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

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

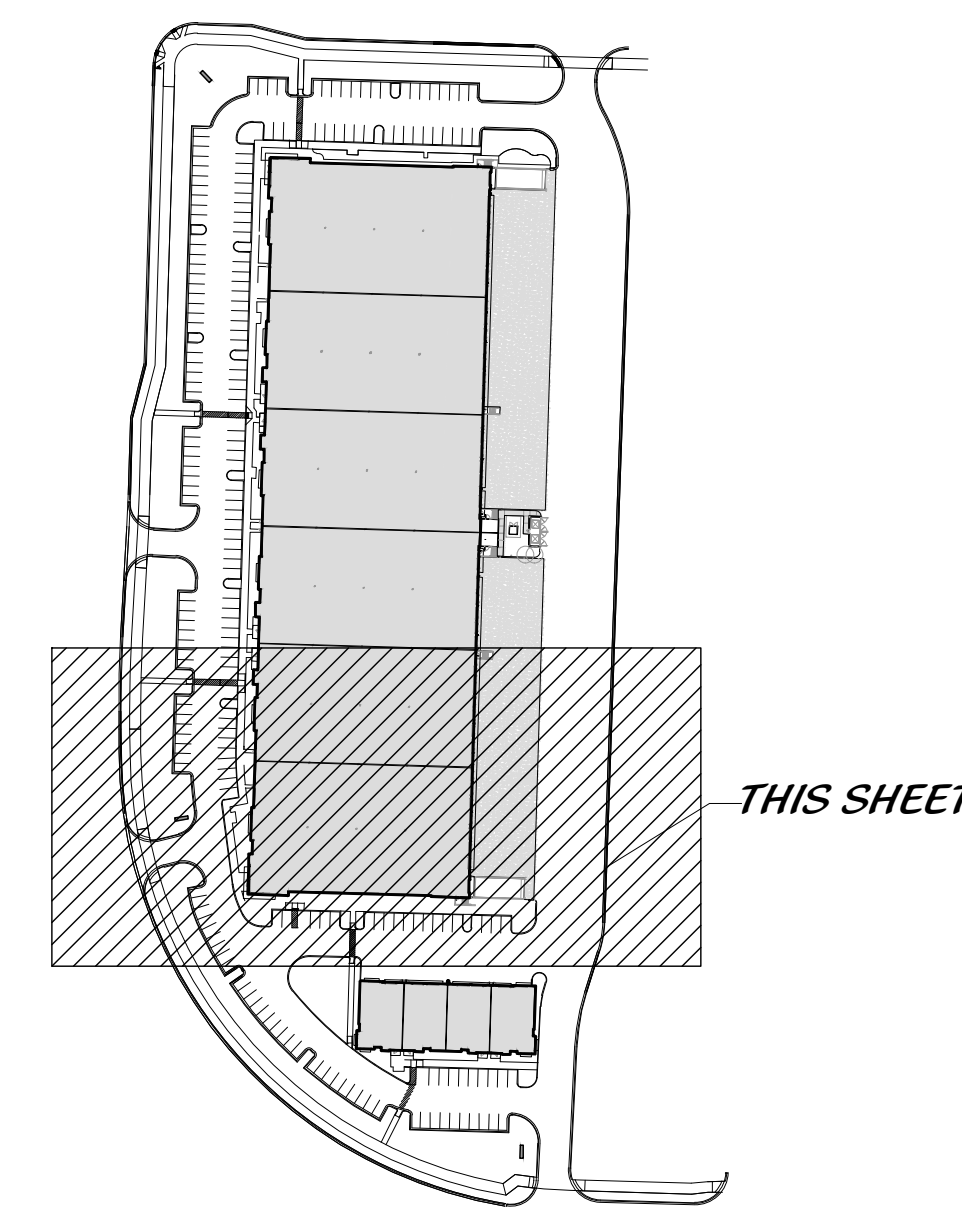
KEY MAP



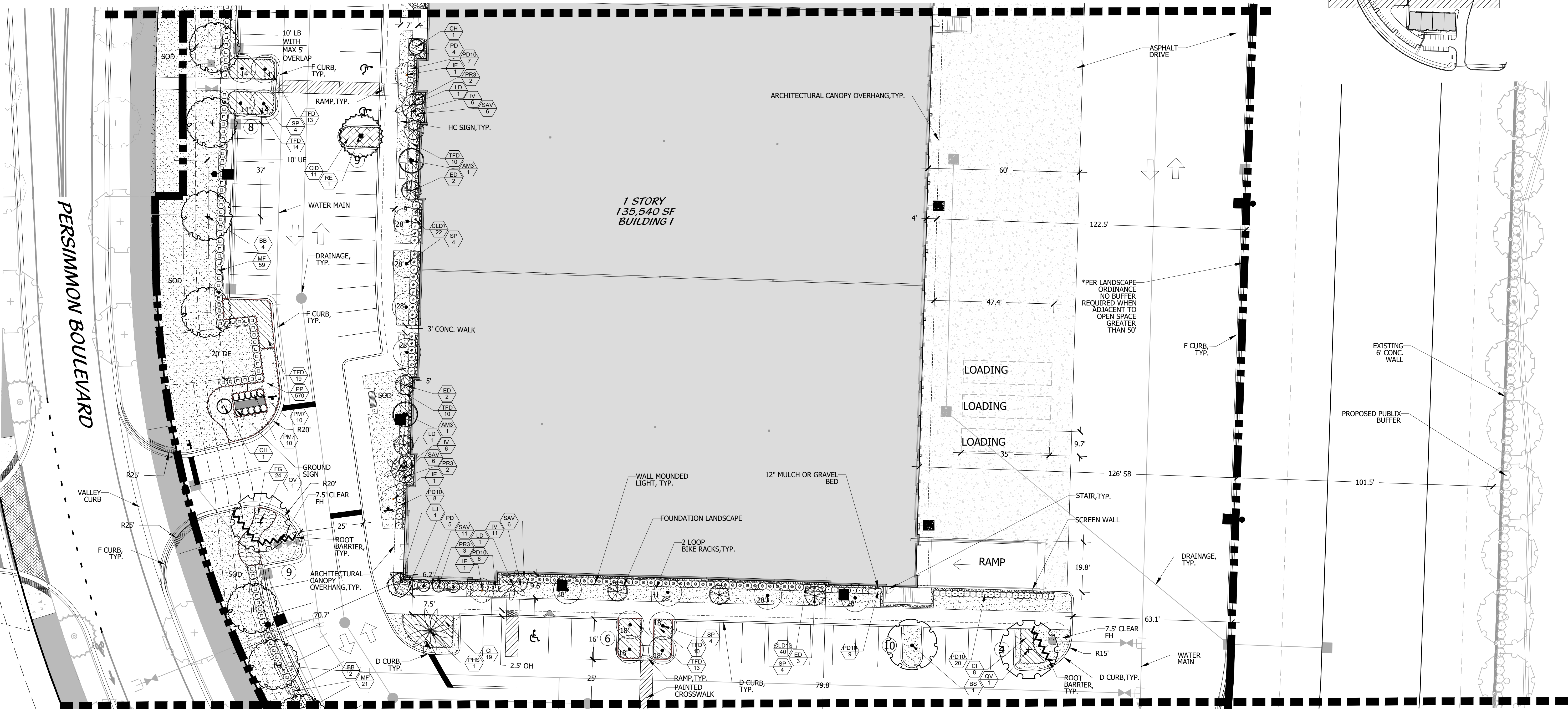
LOCATION MAP



SHEET MAP

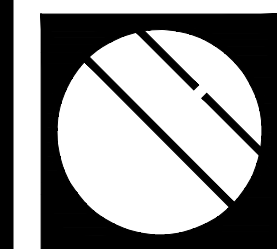


MATCH LINE SHEET LP2



MATCH LINE SHEET LP4

LANDSCAPE PLAN

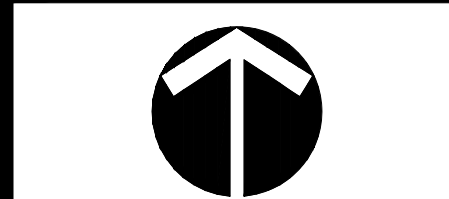


Cotleur & Hearing

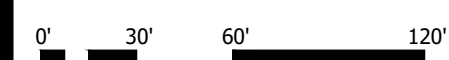
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

James Business Park
POD G WEST
PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	JCO
APPROVED	DEH
JOB NUMBER	13-0518.98.01
DATE	04-27-22
REVISIONS	



Scale: 1" = 20'



April 27, 2022 3:19:57 p.m.
Drawing: 13-0518.98.01 LP.DWG

SHEET 3 OF 5

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

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

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:

PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS FOR FLORIDA, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE, INJURY, EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES AND PALMS FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY AND FLORIDA NUMBER 1.

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

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPORTED INTO A CONTAINER AND GROWN IN THAT CONTAINER UNTIL THE PLANT IS READY FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL REMAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

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

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, IE, ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MULCH. SAND SHALL BE 20 MESH CLEAN NATIVE SAND SCREENED TO 1/4" AND MULCH SHALL BE 100% CLEAN ORGANIC NATIVE MULCH SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

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

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILDORGANIC ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

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

FERTILIZER WILL BE APPLIED PER THE MANUFACTURERS RECOMMENDATIONS. "FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT THE RATE RECOMMENDED BY THE MANUFACTURER.

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

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

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

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

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

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

SABAL PALMS MAY BE HURRICANE CUT.

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

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

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

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

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

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

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

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

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

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

3. PLANTING SHRUBS

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

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

4. PLANTING GROUND COVER

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

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

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

5. PLANTING LAWNS

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

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

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

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MOWER GROUNDS BETWEEN STRIPS. REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP ROLL AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

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

PLANT MATERIAL SUBSTITUTION

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

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF PLANTING. ALL PLANTING AREAS, INCLUDING AREAS WITHIN 6" OF WEEDS AND NUISANCE VEGETATION, (IF TORPEDO GRASS (PANICUM REPEENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

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

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

LANDSCAPE WARRANTY

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

IRRIGATION

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

GENERAL LANDSCAPE NOTES

ALL LANDSCAPING AND ABOVE GROUND STRUCTURES SHOWN HEREON ARE DESIGNED AND ARE TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH SEMINOLE IMPROVEMENT DISTRICT (S.I.D.) STREETScape STANDARDS.

ALL PROPOSED PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS FOR FLORIDA, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICE WITHIN UTILITY EASEMENTS.

ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF MULCH.

ALL PLANT MATERIAL SHALL BE PRUNED, IF NEEDED, TO ACHIEVE THE SHAPE AND FORM CHARACTERISTIC TO THEIR DESIGN INTENT. PRUNING TO BE IN STRICT ACCORDANCE WITH ISA STANDARDS.

ALL SOD OR SEED SHALL BE CERTIFIED (IF APPLICABLE) AND WEED AND INSECT FREE.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR CHANGES WITHOUT THE AUTHORIZATION OF S.I.D., THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

CALL SUNSHINE ONE CALL SERVICE FOR UNDERGROUND UTILITY LOCATIONS 48 HOURS PRIOR TO ANY EXCAVATION OR DIGGING 1-800-432-4770.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED TO PERFORM LANDSCAPE WORK.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE.

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY BY S.I.D. DESIGN REQUIREMENTS.

ANY PLANT MATERIAL PLANTED WITHIN SAFE SIGHT DISTANCE TRIANGLES SHALL BE MAINTAINED IN A MANNER PROVIDES UNOBSTRUCTED VIEW FROM ALL APPROXIMATELY 30' AND 8' ABOVE THE PAVEMENT SURFACE OF THE ADJACENT ROADWAY.

VEGETATION LOCATED WITHIN SAFE SIGHT DISTANCE TRIANGLE AREAS SHALL BE TRIMMED SO THAT NO CANOPY LIMBS OR FOLIAGE EXTEND INTO REQUIRED VISIBILITY AREA.

ALL ABOVE GROUND UTILITIES (I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ETC.) SHALL BE PROTECTED FROM VIEW FROM THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

LOCAL UTILITY AND FIRE RESCUE CLEARANCE ZONES SHALL BE PROVIDED AROUND ALL ABOVE GROUND OR AT GRADE METERS AND EQUIPMENT.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AGUSTINE SOD) UNLESS OTHERWISE NOTED ON PLANS.

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

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV. 5/95)

ALL TREES AND PALMS SHALL BE STAKED/GUYED IN ACCORDANCE WITH THE SPECIFICATIONS AND PLANTING DETAILS.

STREET TREE LOCATIONS SHALL BE COORDINATED WITH DRIVEWAYS, STREET LIGHTS, UTILITIES AND FIRE HYDRANTS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

ROYAL PALM TREES WITHIN THE ROW SHALL BE REGULARLY MAINTAINED AND TRIMMED SO FRONDS DO NOT FALL ONTO ROADWAYS.

ALL LANDSCAPE ISLANDS AND MEDIANS SHALL BE EXCAVATED TO A DEPTH OF 30" MINIMUM AND BACKFILLED WITH A SOIL MIX CONSISTING OF 1/3 NATIVE SOIL, 1/3 CLEAN SAND AND 1/3 COMPOSED COW MANURE OR COMPARABLE COMPOSED ORGANIC MATERIAL. CLEARANCE BETWEEN LANDSCAPE AND UTILITIES WILL BE REVIEWED BY SEMINOLE IMPROVEMENT DISTRICT.

ADDITIONALLY, LARGE TREES OR PALMS ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS AND LIGHT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL FOR INSTALLATION REQUIREMENTS. HOWEVER, IN NO CASE SHALL TREE ENCRONCH INTO A SID UO WITHOUT PRIOR SID APPROVAL AND ONLY SOD CAN BE INSTALLED WITHIN 7.5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIELD MARSHALL.

ALL LANDSCAPING AND ABOVE GROUND STRUCTURE SHOWN HEREIN ARE DESIGNED AND ARE TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH SEMINOLE IMPROVEMENT DISTRICT STANDARDS.

ROYAL PALM TREES PLANTED WITHIN RIGHT OF WAY SHALL BE REGULARLY MAINTAINED SO THAT FRONDS DO NOT FALL INTO THE RIGHT OF WAY.

TREES SHALL HAVE A MINIMUM TWO FOOT SEPARATION FROM BIKE PATHS AND SIDEWALKS.

OVERALL PLANT LIST

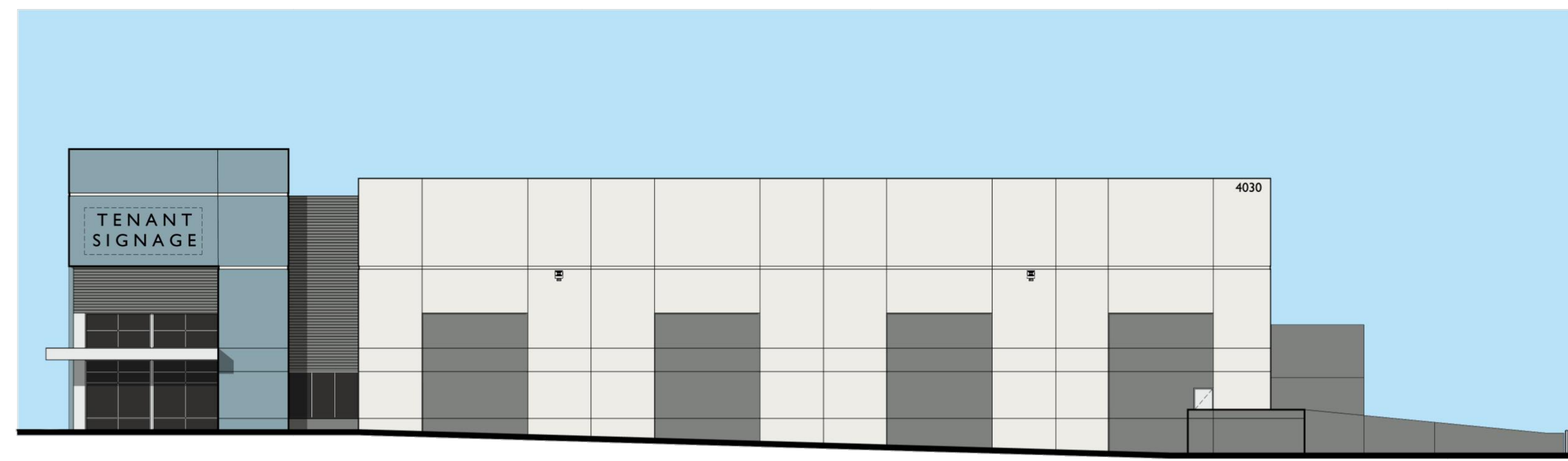
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
IC	8	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	65 GAL	N.A.	14' O.A.	N	FULL & THICK, MATCHED.
DC	1	DELONIX REGIA	ROYAL POINCIANA	200 GAL	6' CAL	18'-20' HT. X 14'-18" SPRD.	N	FULL CANOPY, FLORIDA FANCY
IE	8	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	45 GAL	2.5' CAL	12' HT. X 4' SPRD	Y	FULL CANOPY, 5' CT. SOUTH GROWN, MATCHED, FLORIDA FANCY, FULL TO BASE
LJ	3	LIGUSTRUM JAPONICUM	SWEET PRIVET	45 GAL	2.5' CAL	7' HT. X 7' SPRD	N	FULL CANOPY, MULTI-STEM, LIMB UP
SM	8	SWIETENNA MAHOGANI	SWEET MAHOGANY	N.A.	3.5' CAL	14' HT. X 7' SPRD	N	FULL CANOPY.
ACCENT TREES/PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
ED	24	ELAEOCARPUS DECIPENS	JAPANESE BLUEBERRY TREE	30 GAL	NA	7'-8" HT X 3'-4" SPRD	N	FULL & THICK CANOPY, SHEARED CONICAL SHAPE. FLORIDA FANCY. SINGLE STRAIGHT TRUNK, MATCHED. FULL TO BASE.
HRS	2	HIBISCUS ROSA-SINENSIS	DOUBLE PEACH HIBISCUS STANDARD	15 GAL	1.25" CAL	4'-5" HT. 2'-3" SPRD	N	FULL & THICK, MATCHED
CANOPY TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
BB	46	BUCIDA BUCERAS 'SHADY LADY'	SHADY LADY BLACK OLIVE	65 GAL	5" CAL	12'-14" OA	N	FULL CANOPY, MATCHED.
BA	2	BULNESIA ARBOREA	VERAWOOD	65 GAL	2.5' CAL	12'-14' HT. 6'-8" SPRD	Y	SINGLE STRAIGHT TRUNK, FULL CANOPY.
BS	7	BURSERA SIMARUBA	GUMBO LIMBO	45 GAL	3.5' CAL	12' HT X 6' SPRD	Y	FULL CANOPY
FR	1	FICUS RUBIGINOSA	RUSTY LEAF FIG	FIELD GROWN	3.5' CAL	12' HT X 4' SPRD	Y	FULL CANOPY, SPECIMEN
LI	2	LAGERSTROMIA INDICA 'MUSKOGEE' OR 'TUSKEGEE'	CREPE MYRTLE	30 GAL	3" CAL	12' HT X 4' SPRD	Y	MULTI, LIMBS UP 5'. CHERRY LAKE NURSERY.
QV	12	QUERCUS VIRGINIANA	LIVE OAK (MEDIUM)	65 GAL	5" CAL	12'-14" HT X 6" SPRD	Y	BECKER OR FISH BRANCH.
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
AP3	6	ADONIDIA MERRILLII	CHRISTMAS PALM TRIPLE	FIELD GROWN	NA	12' OA	N	FULL CANOPY, SINGLE TRUNK, MATCHED
PR3	21	PHOENIX ROBERTII	PIGMY DATE PALM	25 GAL	NA	12' HT X 5' SPRD	N	FULL CANOPY, STRAIGHT TRUNK, CT SPECIFIED ON PLANS, MATCHED, RELOCATED FROM ON SITE.
PH5	4	PHOENIX ELVESTRIS	SYLVESTER DATE PALM	FIELD GROWN	NA	8' GW	N	(FISH BRANCH) FULL CANOPY, MATCHED
RE	7	ROYSTONIA ELATA	ROYAL PALM	FIELD GROWN	NA	10' GW	Y	FULL & THICK
SP	49	SABAL PALMETTO	SABAL PALMETTO	FIELD GROWN	NA	14', 18', 28'	Y	SLICK TRUNK, PERFECTLY MATCHED
SP2	22	SABAL PALMETTO	CURVED CABERGE PALM	NA	NA	12', 18', 24', 26', 28' CT STG HTS	Y	EACH SIZE, SLICK TRUNKS
VM	2	VEITCHIA HORTONMERIANA	MONTGOMERY PALM	65 gal	N.A.	18' O.A.	Y	DOUBLE TRUNK, FULL CANOPY.
SMALL PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
CH	8	CHAMAEPSYLLIS 'SILVER SELECT'	EUROPEAN FAN PALM SILVER SELECT	30 GAL	NA	4'-5' OA	N	MULTI TRUNK, FULL CANOPY
LD	8	LIVISTONA DECERENS	RIBBON PALM	25 GAL	NA	4' GW	N	SINGLE TRUNK
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
AA	4	AGAVE AMERICANA 'GAINESVILLE BLUE'	BLUE CENTURY PLANT	15 GAL	30" X 30"	AS	N	FULL & THICK
CLD7	90	CLUSIA FLAVIA	SMALL LEAF CLUSIA	7 GAL	36" X 24"	30" OC	Y	FULL & THICK
CLD10	174	CLUSIA GUTTIFERA	CLUSIA	10 GAL	4" HT X 3" SPRD	36" OC	Y	FULL & THICK
DS	1	DICON SPINULOSUM	MEXICAN CYCAD	15 GAL	5' X 5'	AS	N	FULL & THICK
MF	401	MYRCIANTHES FRAGRANS	SIMPSONS STOPPER	7 GAL	36" X 24"	24" OC	N	FULL & THICK
PH15	20	PODOCARPUS MACROPHYLLUS	PODOCARPUS	15 GAL	4" X 5" OA	AS	N	FULL AND THICK
PH7	50	PODOCARPUS MACROPHYLLUS	PODOCARPUS 'PRINGLES'	7 GAL	2" HT X 2" SPRD	AS	N	FULL & THICK, MATCHED.
PD10	103	PODOCARPUS MAKII	PODOCARPUS	10 GAL	5" HT X 2" SPRD	24" OC	N	FULL & THICK
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
PP	570	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL	6" X 12"	12" OC	N	FULL & THICK
CT	53	CHRYSOBALANUS ICAGO	COCOPALM	3 GAL	18" X 18"	24" OC	Y	FULL & THICK
CD	138	CHRYSOBALANUS ICAGO 'HORIZONTAL'	DWARF COCOPALM	3 GAL	12" X 12"	24" OC	Y	FULL & THICK, NOT STRETCHED, FLORIDA FANCY
CG	203	FICUS MACROPHYLLA 'GREEN ISLAND'	GREEN ISLAND FICUS	3 GAL	12" X 12"	24" OC	N	FULL & THICK
IV	193	ILEX VOITIGRUA 'STOKES DWARF'	DWARF MAJON HOLLY	3 GAL	14" X 14"	30" OC	Y	FULL & THICK
MUM	41	MUNDEBERGIA CAPILLANS	MULHY GRASS	3 GAL	18" X 18"	24" OC	N	FULL & THICK
PDV	236	PODOCARPUS MACROPHYLLUS 'DWARF PRINGLES'	DWARF PODOCARPUS	3 GAL	12" X 12"	24" OC	N	FULL & THICK
SAW	236	SCHOFFELERA ARBORESCENS 'TRINETTE'	DWARF WARGOCCOLA	3 GAL	18" X 18"			



1 PARTIAL WEST ELEVATION
A-14 SCALE: 1/16" = 1'-0"



2 PARTIAL WEST ELEVATION
A-14 SCALE: 1/16" = 1'-0"



3 SOUTH ELEVATION
A-14 SCALE: 1/16" = 1'-0"

BUILDING PAINT LEGEND			
SW 2063 - POWDER BLUE TEX-COTE FINISH: FINE TEXTURE	SW 1061 - CITYSCAPE TEX-COTE FINISH: FINE TEXTURE	SW 1065 - ARGOS TEX-COTE FINISH: FINE TEXTURE	SW 1005 - PURE WHITE TEX-COTE FINISH: FINE TEXTURE

Corrales Group Architects
Pedro Corrales, P.A.
2300 Corporate Blvd., Suite 105
Westlake, FL 33509
Phone: (813) 995-6700
Fax: (813) 995-6701
corralesgroup.com
AA-0002519
Pedro Corrales, P.A.
Architect No. AR-0009125

REVISIONS:

Corrales Group Architects
2300 Corporate Blvd., Suite 105
Westlake, FL 33509
Phone: (813) 995-6700
Fax: (813) 995-6701
corralesgroup.com
AA-0002519
Pedro Corrales, P.A.
Architect No. AR-0009125

Project
BUILDING 1
LOCATED AT
WESTLAKE G WEST
POD G SOUTHWEST
PALM BEACH COUNTY, FL
PREPARED FOR
BEN TRISTANO

SHEET TITLE
COLORED
ELEVATIONS
Project No. 22048
Date 03-25-2022

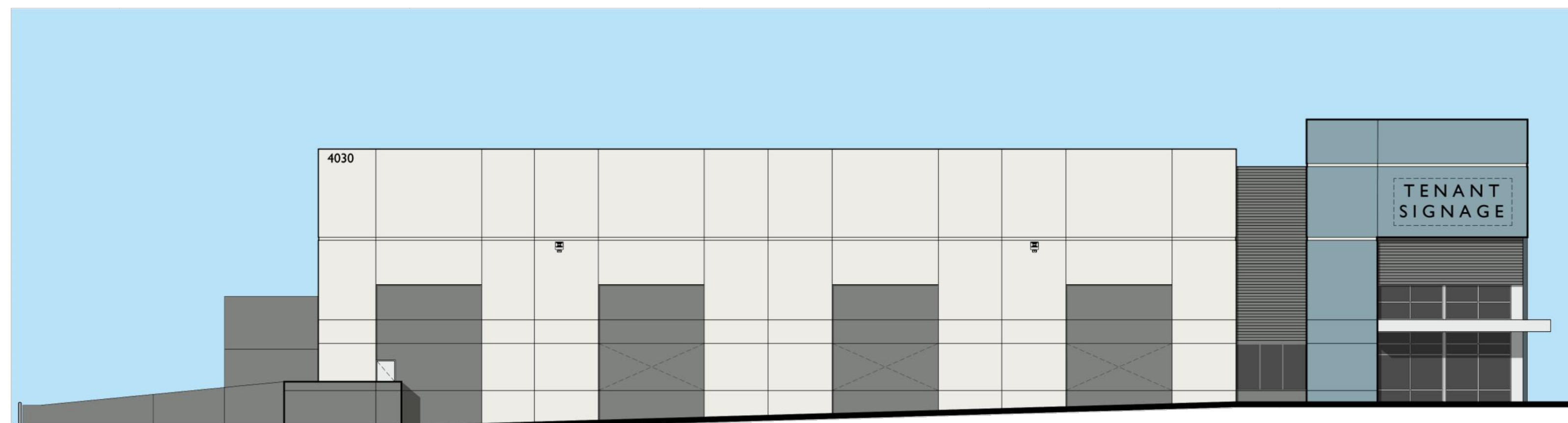
Sheet No.
A-14
Sheet 14 of 1



1 PARTIAL EAST ELEVATION
 A-15 SCALE: 1/16" = 1'-0"



2 PARTIAL EAST ELEVATION
 A-15 SCALE: 1/16" = 1'-0"



3 NORTH ELEVATION
 A-15 SCALE: 1/16" = 1'-0"

BUILDING PAINT LEGEND			
	SW 2863 - POWDER BLUE TEX-COTE FINISH: FINE TEXTURE		SW 1061 - CITYSCAPE TEX-COTE FINISH: FINE TEXTURE
	SW 1065 - ARGOS TEX-COTE FINISH: FINE TEXTURE		SW 1005 - PURE WHITE TEX-COTE FINISH: FINE TEXTURE

Digitally signed by Pedro Corrales DN: cn=US, o=THE CORRALES GROUP ARCHITECTS, INC., email=pc@corralesgroup.com, c=US Date: 2023.04.28 11:13:47 -0400
 PETER CORRALES LICENSE NO. AA-0002519

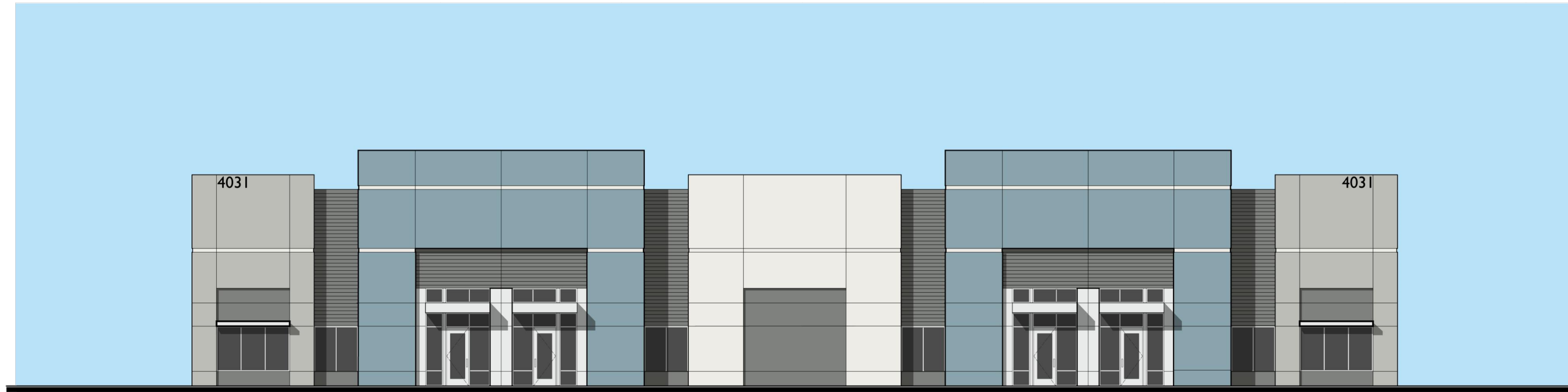
REVISIONS:

Corrales Group Architects
 2300 Corporate Blvd., Suite 145
 Westlake, FL 33561
 Telephone: (813) 995-6700
 Fax: (813) 995-6701
 Corporation No. AA-0002519
 Architect No. AR-0009125

BUILDING 1
 LOCATED AT
 WESTLAKE G WEST
 POD G SOUTHWEST
 PALM BEACH COUNTY, FL
 PREPARED FOR
 BEN TRISTANO

SHEET TITLE
COLORED ELEVATIONS
 Project No. 22048 Date 03-25-2022

Sheet No. **A-15**
 Sheet 15 of 1



1 SOUTH ELEVATION
 A-16 SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
 A-16 SCALE: 1/8" = 1'-0"

BUILDING PAINT LEGEND			
	SW 2063 - POWDER BLUE TEX-COTE FINISH: FINE TEXTURE		SW 1061 - CITYSCAPE TEX-COTE FINISH: FINE TEXTURE
	SW 1065 - ARGOS TEX-COTE FINISH: FINE TEXTURE		SW 1005 - PURE WHITE TEX-COTE FINISH: FINE TEXTURE

Digitally signed by Pedro Corrales DN: cn=Pedro Corrales, o=THE CORRALES GROUP ARCHITECTS, INC., email=pc@corralesgroup.com, c=Pedro Corrales, serial=63000000000000000000000000000000 Date: 2022.04.28 11:44:48 EDT

PETER CORRALES
 LICENSE NO. AA-0002519

Copyright © 2022 THE CORRALES GROUP ARCHITECTS, INC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE CORRALES GROUP ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CORRALES GROUP ARCHITECTS, INC. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS STRICTLY PROHIBITED AND WILL BE PUNISHED TO THE FULL EXTENT OF THE LAW.

REVISIONS:

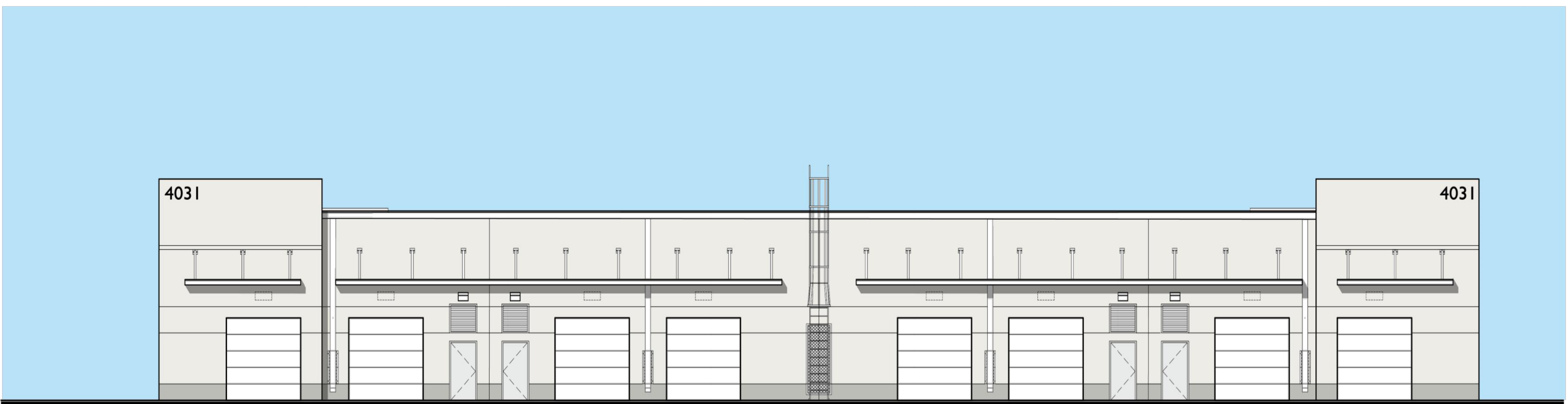
CORRALES GROUP ARCHITECTS
 2300 Corporate Blvd., Suite 145
 Boca Raton, Florida 33431 (561) 992-6700
 Fax: (561) 992-6701
 architect no. AR-0009129

BUILDING 2
 LOCATED AT
 WESTLAKE G WEST
 POD G SOUTHWEST
 PALM BEACH COUNTY, FL
 PREPARED FOR
 BEN TRISTANO

SHEET TITLE
COLORED ELEVATIONS
 Project No. 22048 Date 03-25-2022

Sheet No. **A-16**
 Sheet 16 of 1

REVISIONS:



1 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
 SCALE: 1/8" = 1'-0"

BUILDING PAINT LEGEND			
	SW 2863 - POWDER BLUE TEX-COTE FINISH: FINE TEXTURE		SW 1061 - CITYSCAPE TEX-COTE FINISH: FINE TEXTURE
	SW 1065 - ARGOS TEX-COTE FINISH: FINE TEXTURE		SW 1005 - PURE WHITE TEX-COTE FINISH: FINE TEXTURE

CORRALES GROUP ARCHITECTS
 2300 Corporate Blvd., Suite 145
 Boca Raton, Florida 33431 (561) 992-6700
 architect no. AR-0009122

Project: BUILDING 2
 LOCATED AT
 WESTLAKE G WEST
 POD G SOUTHWEST
 PALM BEACH COUNTY, FL
 PREPARED FOR
 BEN TRISTANO

SHEET TITLE
**COLORED
 ELEVATIONS**

Project No. 22048
 Date: 03-25-2022



City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 7/5/2022

PETITION DESCRIPTION

PETITION NUMBER: SPR-2022-01 James Business Park (Pod G) Site Plan Review
OWNER: Minto PBLH, LLC
APPLICANT: Cotleur & Hearing
ADDRESS: TBD
PCN: 77-40-43-01-21-001-0000; 77-40-43-01-21-023-0000
REQUEST: The applicant is requesting approval of a Site Plan Review for a 145,643 square feet (sq. ft.) of light-industrial warehouse development. The application includes two (2) buildings, a one-story Building I (North) with 135,540 sq. ft.; and a one-story Building II (South) with 10,103 sq.ft. within Pod G Southwest.

Note: The subject application does NOT include signage since the applicant is applying for a Master Sign Plan concurrently.

SUMMARY

The applicant is requesting approval of a Site Plan Review for a 145,643 sq. ft light-industrial warehouse development which includes two (2) one-story buildings with 135,540 sq. ft. and 10,103 sq. ft. respectively. The subject application is including an outdoor storage area of 14,564 sq. ft. of maximum area (10 percent of building gross floor area).

The applicant proposes to build the facility in two phases. Building I, all infrastructure and parking will be built as part of Phase I. A pad area will be constructed, compacted and seeded with Bahia grass at the proposed location of Building II. The landscape plan depicts a phasing line to ensure that the landscape within the perimeter islands are constructed within Phase I and only the foundations planting associated with building 2 is proposed for Phase II.

The applicant is also requesting a waiver from Chapter 3. Table 3-12 (1)(b)(b) to increase the chainlink fence height around the outside storage area from 6 feet to 8 feet for screening purposes. The proposed 11.66-acre development is located within the Pod G Southwest portion.

STAFF RECOMMENDATION

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

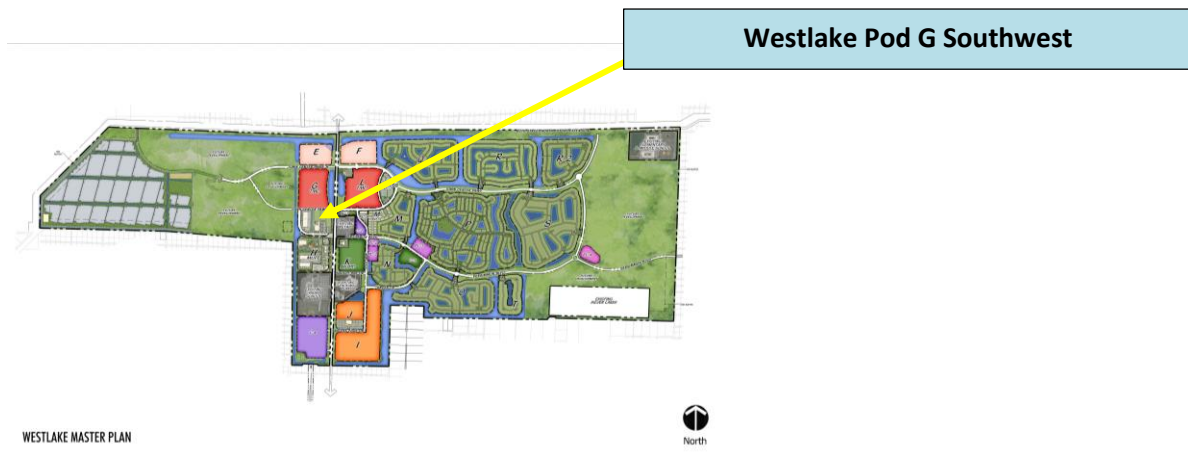
1. Prior to issuance of building permits. The location and selection of the artwork shall be approved by the City Council.
2. All uses must be in compliance with the Code definition of “light Industrial Uses”.
3. Overnight storage or parking of delivery vehicles or trucks shall not be permitted on the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

6. All fencing for outdoor storage areas shall not to exceed 10% of the building gross square footage.
7. Stored materials shall not exceed the height of the fence and shall not extend out from the back bay of the building no more than sixty (60) feet.
8. All chainlink fence shall be black vinyl coated with opaque slats.
9. Photometrics: trespass at property line is over 0.33 fc at ROW adjust design, exception at the driveway connection to road.
 - a. Parking area exceeds the max to min ratio and average to min ratio, revise.
 - b. Calculations should be based on LLF at 0.95 not 0.90.
 - c. Show spill at the west side of W.M.T and development line.
10. Provide safe site distance triangle at the entrance of the parking lots to the road during the land development process of James Business Park.

PETITION FACTS

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

	FUTURE LAND USE	ZONING
SUBJECT PROPERTY	Mixed Use	Mixed Use
NORTH	Mixed Use	Mixed Use
SOUTH	Mixed Use	Mixed Use
EAST	Mixed Use	Mixed Use
WEST	Residential 2	R-2



BACKGROUND

The subject application is requesting approval of a light industrial e-commerce warehouse facility within the southwest portion of Pod G, to be located on Tract A. The plat for Pod G Southwest was previously approved and recorded on May 24, 2021.

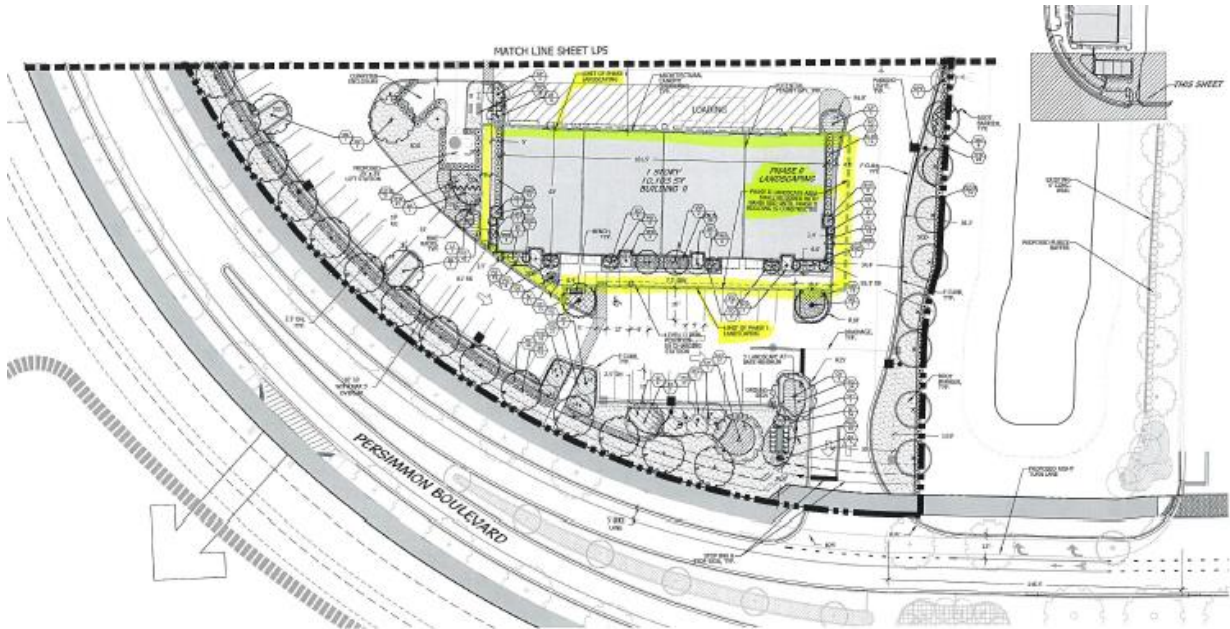
STAFF ANALYSIS

Pod G Southwest (11.66 acres), includes Tract A and a Water Management Tract (W.M.T), which is dedicated to the Seminole Improvement District (SID) and provides open space and water management to the site. The proposed light industrial warehouse development is a permitted use within the Mixed-Use Zoning District. The site plan proposes two, 1-story buildings, the north building (building I) has 135,540 sq. ft. and the south building (building II) 10,103 sq. ft. for a combined total of 145,643 sq. ft. of light industrial use with accessory office limited to 30% of the gross floor area. Access to the site is provided from either Persimmon Blvd. West, or Town Center Parkway West. The applicant proposes to provide Art in Public Places (AIPP) on-site. Per Ordinance 2021-12 (Art in Public Places) City Council must approve the location and selection of the artwork (see condition of approval).

Loading areas are located on the east side of the north building, and on the north side of the south building and will be screen from public view by additional landscape material provided at both site entrance and a 6' concrete wall along the east property boundary (Publix Plaza) provides screening to the adjacent property.



The applicant proposes to build the facility in two phases. Building I, all infrastructure and parking will be built as part of Phase I. A pad area will be constructed, compacted and seeded with Bahia grass at the proposed location of Building II. The landscape plan depicts a phasing line to ensure that the landscape within the perimeter islands are constructed within Phase I and only the foundations planting associated with Building 2 is proposed for Phase II.



LANDSCAPE PLAN

The city code Chapter 1, Article 1.2, Interpretations, Section 1, Definitions and Acronyms, defines Light Industrial as follows:

LIGHT INDUSTRIAL USES: Land uses that include construction operation and storage facilities, manufacturing, assembly, processing or storage of products when such activities have minimal and inoffensive external impacts such as smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual impacts on the surrounding neighborhood. Light industrial uses may include research and development technology centers including server farms, medical and dental laboratories, warehouse and/or distribution centers, and recycling centers. Light industrial uses shall not include mining and extraction industries, electrical generation plants, or regional sewer treatment plants.

The above definition will serve as the basis to determine allowable uses, and their potential impact in terms of smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual effect. The applicant provided the below representative uses that could be placed at the warehouse:

- E-commerce
- Food Distribution
- Air Conditioning Supply
- Plumbing Supply
- Pool Supply
- Contractor Supply Store

- Granite & Marble Supply
- Trade/Contractor Service Business
- Water Bottling & Distribution
- Beverage Supply & Distribution
- Electrical Supply & Distribution
- Flooring & Tile Supply & Distribution
- Glass & Windows Supply & Distribution
- Indoor Storage of Goods including Automobiles
- Furniture Storage & Distribution
- Appliance Storage & Distribution
- Automotive Parts Assembly
- Electronic Supply & Distribution
- Food Supply & Distribution
- Equipment Rental & Supply
- Party Rental & Supply
- Medical Supply & Distribution
- Medical & Pharma Laboratories & Research Centers
- Cosmetics Supply & Distribution
- Indoor Recreation
- Moving & Storage Companies
- Package Delivery & Distribution
- Light Manufacturing & Assembly of Goods, including but not limited to:
 - o Medical
 - o Computers
 - o Pharmaceuticals
 - o Laboratories
 - o Electronics
 - o Household Goods
 - o Other Clean Industries

Fencing

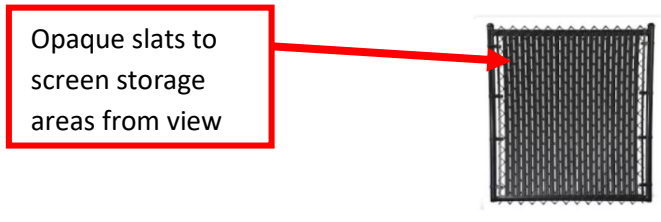
City Code limits fence height to 6 feet per Chapter 3, Zoning Districts and Standards, Section 3: Mixed Use (MU), (B) Requirements, (2) Non-residential, (1) Accessory Structures:

- (1) **Accessory Structures.** Accessory structures shall be permitted pursuant to the requirements below:
 - (a) Unless otherwise specified below, accessory structures are subject to the same setback and height requirements as the principle structure.
 - (b) The following structures are subject to the following additional requirements:
 - (i) Fences and walls.
 - a. The minimum front setback for fences and walls is 10 feet. Fences and walls are not subject to any other setback requirements.
 - b. The maximum height of a wall or fence shall be 6 feet; except for fences or walls for an athletic training facility, which have a maximum height of 8 feet. The City Council may approve additional fence height for purposes of protecting public health, safety, or welfare.

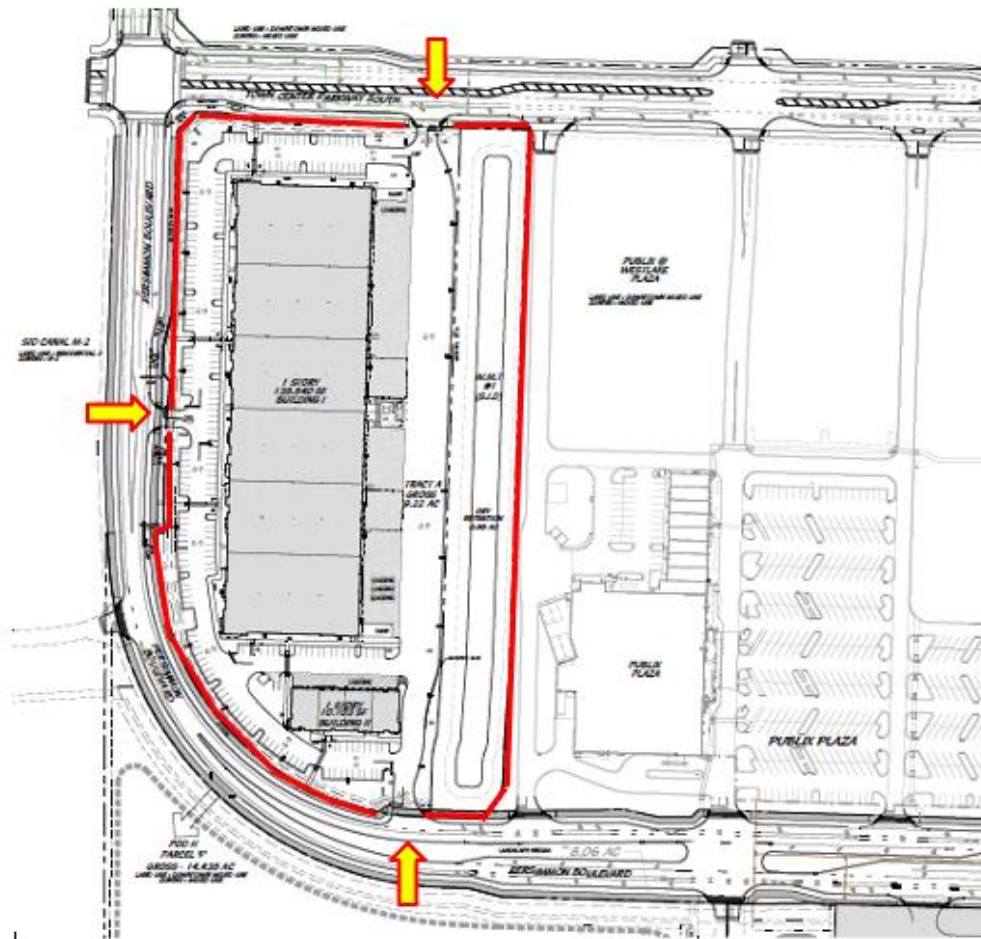
The applicant is requesting to allow an 8 (eight) foot black vinyl fence with opaque slats on the rear of the buildings for tenants. The purpose for the additional height is to ensure proper screening of unsightly materials from the ancillary outdoor storage.

Each tenant will be required to adhere to City Code to refrain from unsightly conditions in the rear of the North and South Building. Whereas some may utilize the back of the building for outside storage, a black fence with opaque slats will be required (*see condition of approval*) to decrease visual impacts. Staff has worked closely with the applicant make sure any outside storage or staging performed by tenants of the proposed warehouse will be screened from public view.

The tenant specific outdoor storage shall be limited to 10% of the gross building area (14,564 sq. ft. max) and will be fully screened with 8' high heavy gauge black vinyl fence with opaque PVC slats (*see condition of approval*).



POD G SOUTHWEST, JAMES BUSINESS PARK OVERVIEW



The following table presents compliance with applicable zoning code:

ZONING DISTRICT MIXED USE	REQUIRED BY CODE	PROPOSED	COMMENTS
Setbacks			
Front	Main Structure: 30'	North Building: 70.7'-89.7' South Building: 61'	<i>In compliance</i>
Rear	Main Structure: 10'	North Building: 227.9' South Building: 79.8' (to building 1)	<i>In compliance</i>
Side Yard	Main Structure: 10'	North Building: 70.7'-93.5' South Building: 61'-155.8'	<i>In compliance</i>
Lot Coverage	Max Lot Coverage: 45%	29%	<i>In compliance</i>
Building Height	70 ft. max	48'	<i>In compliance</i>
Parking	Required parking: (1/2400 SF and 1/300 SF Office) = 188 spaces, 7 ADA, 4 Loading LSEV = 4 Spaces	224 provided 8 ADA 40 loading spaces 2 LSEV spaces	<i>In compliance</i>
Sidewalks	Pedestrian walkways must be a minimum of 5 ft. wide	5+ ft.	<i>In compliance</i>
Minimum Previous/ Open Space	Minimum 25%	32.98%	<i>In compliance</i>
Bike Racks	5% of parking required. Total: 9.4	16 provided	<i>In compliance</i>

DESIGN AND AESTHETICS

Design and aesthetics are paramount to the vision and goals of the City of Westlake. This development will be a warehouse facility of the City’s vibrant Seminole Pratt Whitney corridor and will continue to set the standards and precedents for future developments. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that the proposed development be consistent with the City’s vision and guiding principles.

City’s Comprehensive Plan and Vision

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

The City’s Guiding Principles

Build City Character and Identity

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

Grow A Vibrant Economy

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

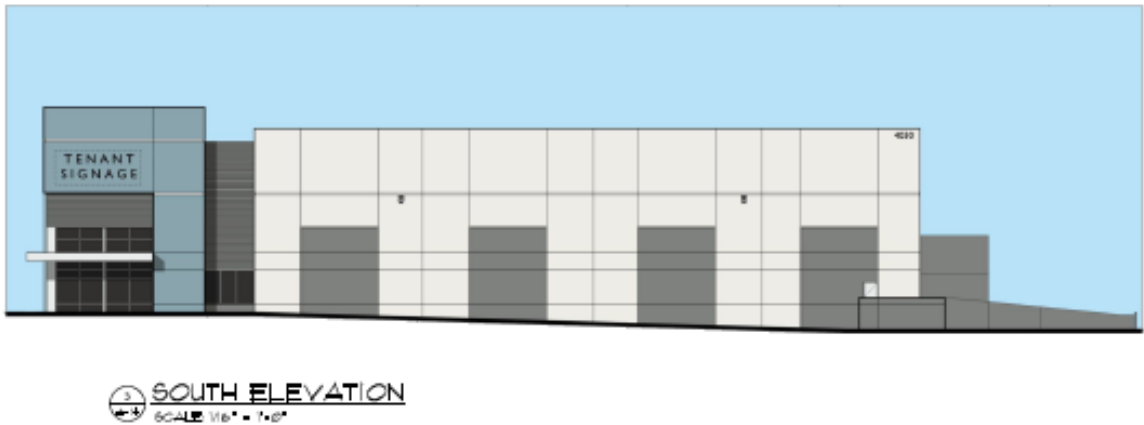
ARCHITECTURAL ELEVATIONS



Building I (West Elevation)



Building I (South Elevation)



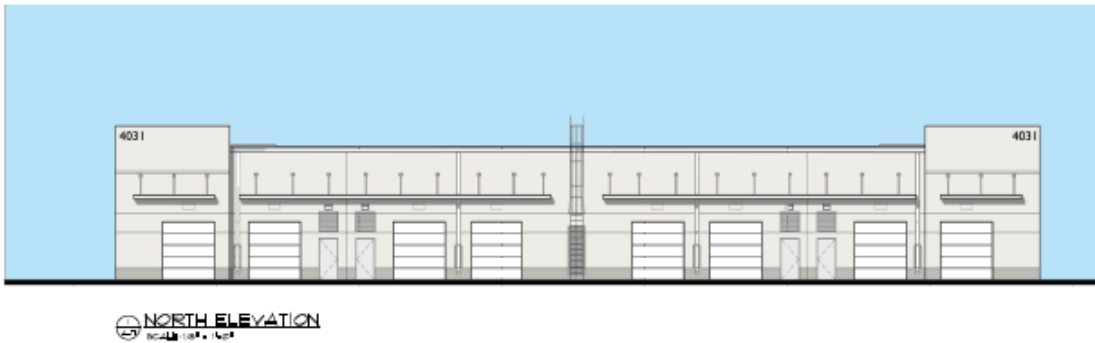
Building I (East Elevation)



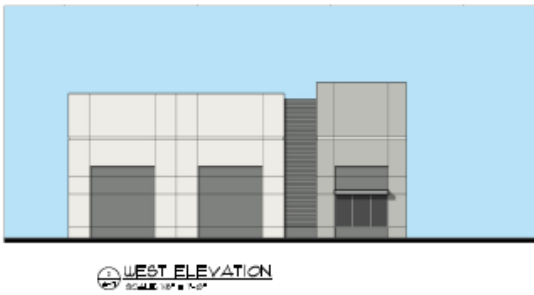
Building II (South Elevation)



Building II (North Elevation)



Building II (West & East Elevation)



Landscape

The preliminary landscape plan for Pod G Southwest – James Business Park Site Plan exhibits perimeter landscape buffers, building foundation planting, parking lot landscaping, and landscaping surrounding ground and monument signs. The perimeter buffer on the eastern side of the property line is reduced due to the adjacent open space that is greater than 30 feet in width. The loading area shall be screened from public view by the concrete wall on the neighboring property to the east as well as additional landscaping provided along the eastern property line on the northernmost and southernmost ends in effort to obstruct views from the roadways to the north and the south. The landscape design is in compliance with City Code.

Drainage

The site is located within the boundaries of the South Florida Water Management District (SFWMD) C-51 basin, Seminole Improvement District (S.I.D.) and the City of Westlake. It is proposed that runoff be directed to on-site inlets and storm sewer with discharge to an existing off-site S.I.D. owned dry detention area along the east boundary of the site for ½” dry pre-treatment. Legal positive outfall is available via an existing connection to the Master Drainage System.

Traffic

The total trips projected for this application do not exceed the approved trips for Westlake per Palm Beach County’s Traffic Performance Standards (TPS) and the City’s Code.

Fire Rescue

The site plan application was reviewed by Mr. Wesley Jolin, IAAI-CFI, Fire Safety Specialist, from Palm Beach County Fire Rescue.

STAFF RECOMMENDATION

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

1. Prior to issuance of building permits. The location and selection of the artwork shall be approved by the City Council.
2. All uses must be in compliance with the Code definition of “light Industrial Uses”.
3. Overnight storage or parking of delivery vehicles or trucks shall not be permitted on the property except within the designated areas.
4. Repair or maintenance of vehicles shall not be permitted on the property, excluding emergency repairs.
5. Stacking of pods and containers are prohibited.
6. All fencing for outdoor storage areas shall not to exceed 10% of the building gross square footage.
7. Stored materials shall not exceed the height of the fence and shall not extend out from the back bay of the building no more than sixty (60) feet.
8. All chainlink fence shall be black vinyl coated with opaque slats.

File Attachments for Item:

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

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

Submitted By: Planning and Zoning



Meeting Agenda Item Coversheet

MEETING DATE:		7/5/22	Submitted By: Planning and Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		MSP-2022-02: Application of Minto PBLH, LLC requesting approval for a Master Signage Plan for the James Business Park Warehouse, a 11.66 acres of light industrial warehouse per Chapter 6. Sign. Section 6.9 Master Signage Plan. The subject application includes Twenty-two (22) waivers.		
STAFF RECOMMENDATION: (MOTION READY)		Recommendation for approval for the James Business Park Master Signage Plan.		
SUMMARY and/or JUSTIFICATION:	The applicant is requesting approval for a Master Signage Plan for the James Business Park Warehouse, a 11.66 acres of light industrial warehouse per Chapter 6. Sign. Section 6.9 Master Sign Plan. The subject application includes the following waivers: Eight (8) for Principal Tenant Wall Signs, four (4) for Secondary Tenant Wall Signs, two (2) for Principal Tenant Rear Wall Signs, six (6) for Building ID Signs, and two (2) for Tenant Directional Signs totaling twenty-two (22) waivers.			
	The Master Sign Plan proposes for the North and South buildings, up to 10 (ten) Principal Tenant Wall Signs, twelve (12) Secondary Tenant Wall Signs, Twelve (12) Tenant Rear Wall Signs, Building Address, Building ID Signs and Loading Bay ID Signs.			
	A Site Plan Review application is being processed concurrently to develop two buildings totaling 145,643 square feet (sq. ft.) for a light-industrial warehouse facility. The application includes a one-story north building with 135,540 sq. ft.; and a one-story south building with 10,103 sq.ft. within Pod G Southwest. The applicant proposes to build the facility in two phases. Building I, all infrastructure and parking will be built as part of Phase I. A pad area will be constructed, compacted and seeded with Bahia grass at the proposed location of Building II. The landscape plan depicts a phasing line to ensure that the landscape within the perimeter islands are constructed within Phase I and only the foundations planting associated with Building 2 is proposed for Phase II.			
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:	X	PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Sheet Staff Report Application Justification Statement Master Signage Plan			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	

**IDENTIFY FULL
RESOLUTION OR
ORDINANCE TITLE**

*(if Item is not a
Resolution or Ordinance,
please erase all default
text from this field's
textbox and leave blank)*

**Please keep text
indented.**

FISCAL IMPACT *(if any):*

\$



City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 7/5/22

PETITION DESCRIPTION

PETITION NUMBER: MSP-2022-02 James Business Park Master Signage Plan
OWNER: Minto PBLH LLC
APPLICANT: Cotleur & Hearing
ADDRESS: TBD
PCN: 77-40-43-01-21-001-0000; 77-40-43-01-21-023-0000
REQUEST: The applicant is requesting approval for a Master Signage Plan for the James Business Park Warehouse, a 11.66 acres of light industrial warehouse per *Chapter 6. Sign. Section 6.9 MasterSignage Plan*. The subject application includes Twenty-two (22) waivers.

SUMMARY

The applicant is requesting approval for a Master Signage Plan for the James Business Park Warehouse, a 11.66 acres of light industrial warehouse per *Chapter 6. Sign. Section 6.9 MasterSign Plan*. The subject application includes the following waivers: Eight (8) for Principal Tenant Wall Signs, four (4) for Secondary Tenant Wall Signs, two (2) for Principal Tenant Rear Wall Signs, six (6) for Building ID Signs, and two (2) for Tenant Directional Signs totaling twnty-two (22) waivers.

The Master Sign Plan proposes for the North and South buildings, up to 10 (ten) Principal Tenant Wall Signs, twelve (12) Secondary Tenant Wall Signs, Twelve (12) Tenant Rear Wall Signs, Building Address, Building ID Signs and Loading Bay ID Signs.

A Site Plan Review application is being processed concurrently to develop two buildings totaling 145,643 square feet (sq. ft.) for a light-industrial warehouse facility. The application includes a one-story north building with 135,540 sq. ft.; and a one-story south building with 10,103 sq.ft. within Pod G Southwest. The applicant proposes to build the facility in two phases. Building I, all infrastructure and parking will be built as part of Phase I. A pad area will be constructed, compacted and seeded with Bahia grass at the proposed location of Building II. The landscape plan depicts a phasing line to ensure that the landscape within the perimeter islands are constructed within Phase I and only the foundations planting associated with Building 2 is proposed for Phase II.

STAFF RECOMMENDATION

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

1. Tenants will be permitted to have one (1) Principal Tenant Wall Sign. They may also choose to utilize a secondary wall sign in lieu of a principal tenant wall sign but not both unless they are on a different elevation (corner).
2. Each tenant will be permitted only one (1) rear wall tenant sign; however, a major tenant may be permitted two (2).

BACKGROUND

The subject application is requesting approval for a master signage plan for a light industrial e-commerce warehouse facility within the southwest portion of Pod G, to be located on Tract A. The plat for Pod G Southwest was previously approved and recorded on May 24, 2021.

A Site Plan Review application is being processed concurrently to develop two buildings totaling 145,643 square feet (sq. ft.) for a light-industrial warehouse facility. The application includes a one-story north building with 135,540 sq. ft.; and a one-story south building with 10,103 sq.ft. within Pod G Southwest.

The applicant proposes to build the facility in two phases. Building I, all infrastructure and parking will be built as part of Phase I. A pad area will be constructed, compacted and seeded with Bahia grass at the proposed location of Building II. The landscape plan depicts a phasing line to ensure that the landscape within the perimeter islands are constructed within Phase I and only the foundations planting associated with building 2 is proposed for Phase II.

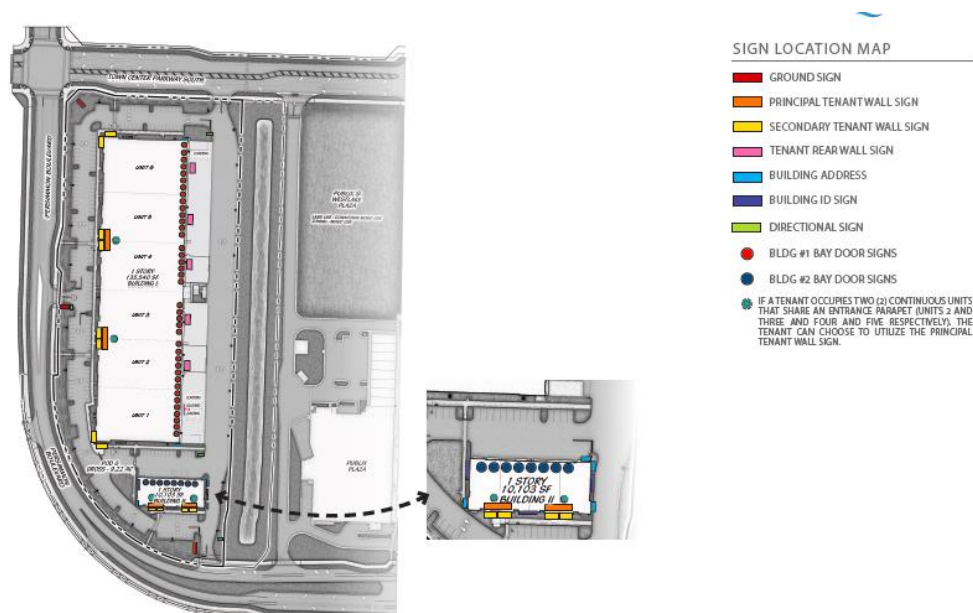
The subject Master Sign application will be heard concurrently with the Site Plan Review application by City Council on July 5, 2022.

STAFF ANALYSIS

The applicant is requesting approval for a Master Sign Plan for the James Business Park development, a 11.66 acres for light industrial warehouse use per *Chapter 6. Sign. Section 6.9 Master Sign Plan*. The subject application includes the following waivers: Eight (8) for Principal Tenant Wall Signs, four (4) for Secondary Tenant Wall Signs, two (2) for Principal Tenant Rear Wall Signs, six (6) for Building ID Signs, and two (2) for Tenant Directional Signs totaling thirty-two (22) waivers.

The Master Sign Plan proposes for the North and South buildings, up to 10 (ten) Principal Tenant Wall Signs, twelve (12) Secondary Tenant Wall Signs, Twelve (12) Tenant Rear Wall Signs, Building Address, Building ID Signs and Loading Bay ID Signs.

The proposed Master Sign Plan includes all of the following signs:



Per Chapter 6. Sign. Section 6.9 Master Sign Plan: *The City Council, at the time of development order or site plan approval or amendment, may waive one or more of the requirements of this chapter as part of a master sign plan. A master sign plan may be considered for two or more signs.*

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

As part of the subject Master Sign Plan, the applicant is requesting the following waiver’s from City Code Section 6.20 (Permitted Signs):

A. Tenant Directional Signs

The applicant is requesting code waivers in terms of copy area.

- Copy area of 13.2 square feet, which exceeds code requirement of four (4) square feet. Waivers are for both, the North and South Building totaling two (2) requests.

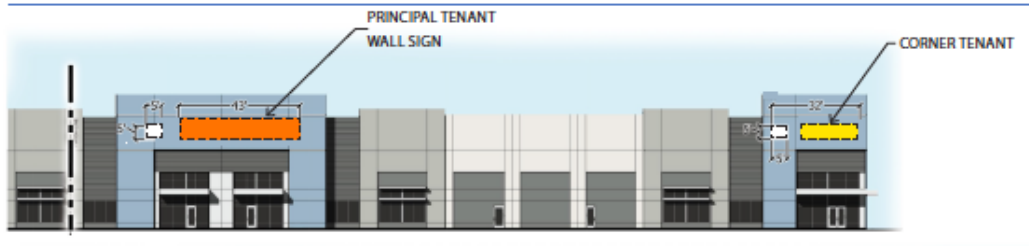


B. Principal Tenant Wall Signs.

The applicant is requesting waivers for principal tenant wall signs.

- A copy area with a six (6) foot logo, the code does not allow a logo.
- Copy area of 215 sq. ft. for the North Building and 160 q. ft. for the South Building, which exceeds code requirement of 90 square feet.
- Five (5) foot logo, exceeding code requirement of thirty-six (36) inches and an addition of logo.
- Total of six (6) signs per North Building and two (4) signs per South Building, which exceeds code requirement of one (1) sign per building.

BUILDING #1 WALL SIGNS



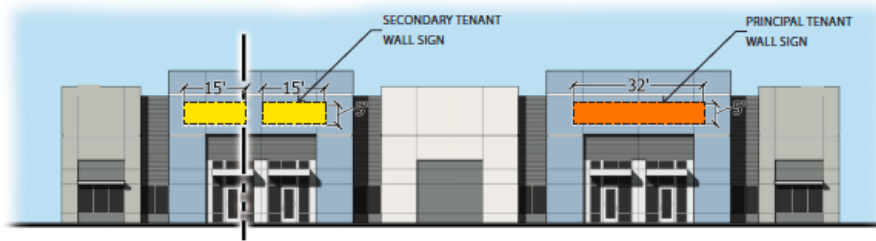
C. Secondary Tenant Wall Signs.

The applicant is requesting multiple waivers in terms of number of signs, location, copy area, and height.

- Eight (8) signs on the North Building and four (4) signs on the South Building, which exceeds code requirement of one (1) sign per building.
- A copy area of up to 160 sq. ft. for North Building and 75 sq.ft. for South Building, which exceeds code requirement of 90 square feet.



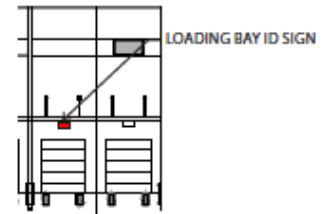
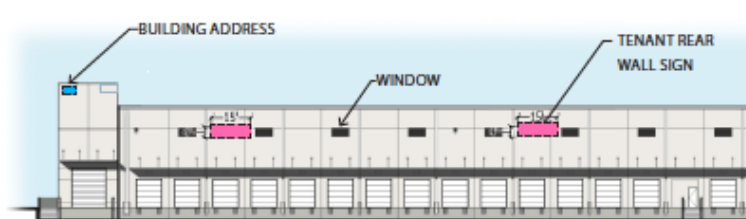
BUILDING #2 WALL SIGNS



D. Principal Tenant Rear Wall Signs.

The applicant is requesting multiple code waivers in terms of number of signs, location, copy area, and height for the secondary tenant rear wall signs.

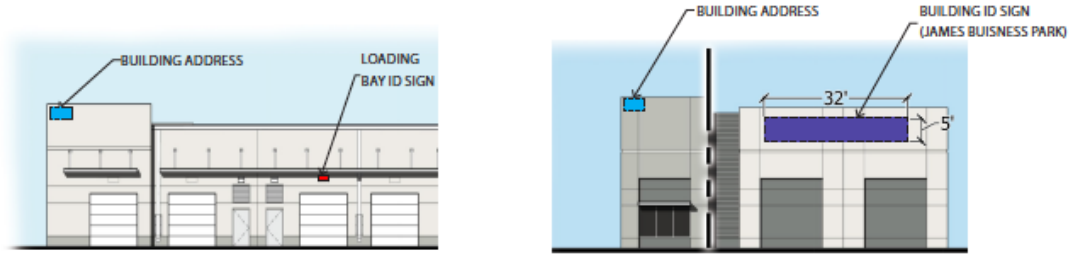
- Copy area of two (2) lines with a four (4) foot logo, which exceeds code requirement of one (1) per copy area and including a logo. Waivers are for North Building Only.
- Six (6) signs on the North Building and six (6) signs on the South Building, which exceeds code requirement of one (1) sign per building.
- Four (4) foot logo, which exceeds code requirement of an addition logo to a wall sign.



E. Building ID Signs.

The applicant is requesting multiple code waivers in terms of number of signs, location copy area, and height to the building ID signs.

- Copy area of two (2) lines with a six (6) foot logo, which exceeds code requirement of one (1) per copy area and including a logo. Deviations are for both the North and South Building.
- Copy area of up to 144 sq.ft. for North Building and 120 sq. ft. for South Building, which exceeds code requirement of 90 sq.ft.
- Letter Height of forty-eight (48) inches with a six (6) foot logo, which exceeds code requirement of thirty-six (36) inches and an addition of logo.



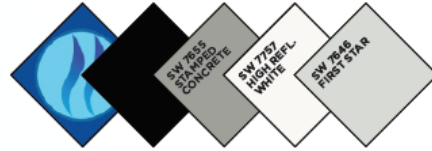
The following table presents all 22 waivers being requested:

Sign Type	Code Req'mt.	Applicant Request	Deviation		
Wall Sign for Principal Structure or Building Identification or Principal Tenant PRINCIPAL TENANT WALL SIGNS	Bldg. 1	Copy – 1 sign or 1 message	Copy – 1 line with additional 5' Logo	+ 5' Logo	8 Waivers
	Bldg. 2	Copy – 1 sign or 1 message	Copy – 1 line with additional 5' Logo	+ 5' Logo	
	Bldg. 1	Copy Area – 90 sf.	Copy Area – 215 sf.	+125 sf.	
	Bldg. 2	Copy Area – 90 sf.	Copy Area – 160 sf.	+70 sf.	
	Bldg. 1	Letter Height – 36"	Including 5' Logo	+ 5' Logo	
	Bldg. 2	Letter Height – 36"	Including 5' Logo	+ 5' Logo	
	Bldg. 1	1 sign per Bldg.	Up to 6 signs	+ 5 signs	
	Bldg. 2	1 sign per Bldg.	Up to 4 signs	+ 3 signs	
Wall Sign for Principal Structure or Building Identification or Principal Tenant SECONDARY TENANT WALL SIGNS	Bldg. 1	1 sign per Bldg.	Up to 8 signs	+ 7 signs	4 Waivers
	Bldg. 2	1 sign per Bldg.	Up to 4 signs	+ 3 signs	
	Bldg. 1	Copy Area – 90 sf.	Copy Area – 160 sf.	+70 sf.	
	Bldg. 2	Copy Area – 90 sf.	Copy Area – 75 sf.	+15 sf.	
Wall Sign for Principal Structure or Building Identification or Principal Tenant PRINCIPAL TENANT REAR WALL SIGNS	Bldg. 1 (Only)	Copy – 1 sign or 1 message 1 Sign per Bldg.	Copy – 2 lines (may include a 4' logo) Signs Per Bldg. - 6	+ 1 line +5 signs	2 Waivers

Wall Sign for Principal Structure or Building Identification or Principal Tenant BUILDING ID SIGNS	Bldg. 1	Copy – 1 sign or 1 message	Copy – 2 lines with 6' logo	+ 1 line + 6' Logo	6 Waivers
	Bldg. 2	Copy – 1 sign or 1 message	Copy – 2 lines with 6' logo	+ 1 line + 6' Logo	
	Bldg. 1	Copy Area – 90 sf.	Copy Area – 144 sf.	+ 54 sf.	
	Bldg. 2	Copy Area – 90 sf.	Copy Area – 120 sf.	+30 sf.	
	Bldg. 1	Letter Height – 36"	Letter Height – 48", including 6' Logo	+ 12" + 6' Logo	
Bldg. 2	Letter Height – 36"	Including 6' Logo	+6' Logo		
Tenant Specific Directional Signage TENANT DIRECTIONAL SIGNS	Bldg. 1	Copy Area = 4' sf.	7.4 sf.	+ 3.4 sf.	2 Waivers
Bldg. 2	Copy Area = 4' sf.	7.4 sf.	+ 3.4 sf.		

Tenant Sign Specifications

Tenant Signs will follow criteria set forth by the Master Sign Plan and remain consistent with the color scheme below. Tenants can have channel letters in the following two fonts: Helvetica Medium or Americana Extra Bold. Regional and National chains are permitted to use brand logo if approved by Landlord.



Tenant Leasing Scenarios

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

The following two scenarios were provided by the applicant to demonstrate possible tenant signage.

Scenario #1 demonstrates scenario of signage based on proposed higher tenant occupancy.



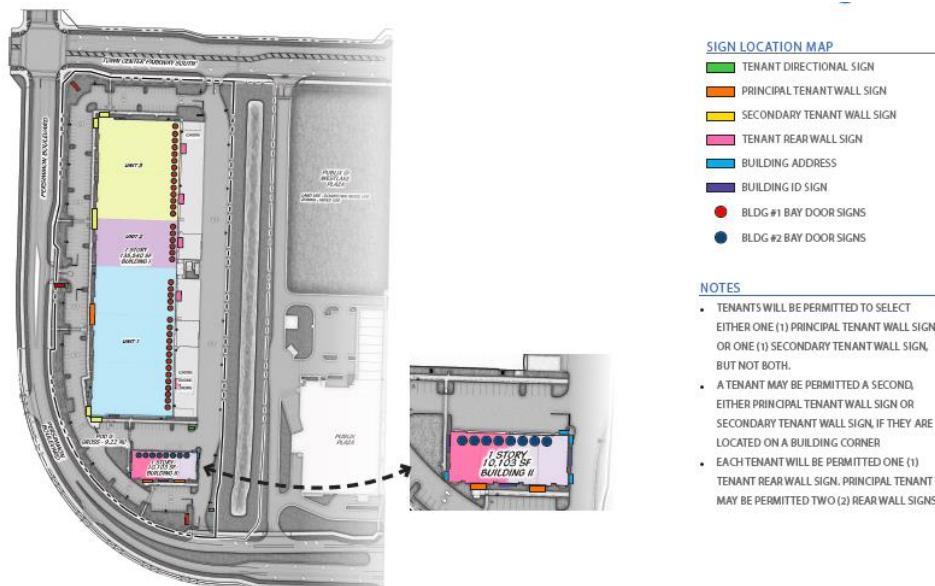
SIGN LOCATION MAP

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

NOTES

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

Scenario #2 demonstrates a lower rate of tenant occupancy based on larger space sizes.



FINAL REMARKS

MSP-2022-02 will be heard by the City Council on July 5, 2022. The public hearing was advertised in compliance with the City’s code.

Based upon the facts and findings contained herein, the Engineering Department recommends approval of the subject application. The Planning and Zoning Department recommends the following Conditions of Approval:

1. Tenants will be permitted to have one (1) Principal Tenant Wall Sign. They may also choose to utilize a secondary wall sign in lieu of a principal tenant wall sign but not both unless they are on a different elevation (corner).
2. Each tenant will be permitted only one (1) rear wall tenant sign; however, a major tenant may be permitted two (2).



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

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

APPLICATION FOR SITE PLAN REVIEW

PLANNING & ZONING BOARD

Meeting Date: _____

CITY COUNCIL

Meeting Date: _____

INSTRUCTIONS TO APPLICANTS:

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

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

I. PROJECT DESCRIPTION & APPLICANT INFORMATION

PROJECT NAME: Pod G Southwest – James Business Park (MSP-2022-02) _____

PROJECT ADDRESS: TBD _____

DESCRIPTION OF PROJECT: Master signage plan for warehouse business operation _____

Property Control Number (PCN), list additional on a separate sheet: 77-40-43-01-17-000-0020 _____

Estimated project cost: TBD _____

Property Owner(s) of Record (Developer) Minto PBLH LLC (Contract Purchaser: Jamlyn Supply, Inc.) _____

Address: 16604 Town Center Pkwy N, Suite B, Westlake, FL 33470 _____

Phone No.: 954-973-4490 Fax No.: _____ E-mail Address: jfcarter@mintousa.com _____

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

Name: Cotleur & Hearing _____

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

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

II. LAND USE & ZONING

A) ZONING MAP DESIGNATION Mixed Use B) FUTURE LAND USE MAP DESIGNATION Downtown Mixed Use
 C) Existing Use(s) Vacant/Agriculture/Utility
 D) Proposed Use(s), as applicable Light Industrial – Warehouse/Ancillary Office

III. ADJACENT PROPERTIES

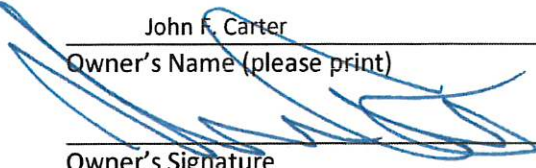
	EXISTING USE(S)	FUTURE LAND USE DESIGNATION	ZONING DISTRICT
SUBJECT PROPERTY	Vacant	Downtown Mixed Use	Mixed Use
NORTH	Vacant	Downtown Mixed Use	Mixed Use
SOUTH	Pod H – Westlake Landings (Under Construction)	Downtown Mixed Use	Mixed Use
EAST	Publix Plaza (Under Construction)	Downtown Mixed Use	Mixed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

V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT

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

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

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

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

 Owner's Signature
4.27.2022
 Date

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

 Applicant/Agent's Signature
4.27.2022
 Date

***POD G Southwest
James Business Park
Master Sign Plan
MSP-2022-02
Justification Statement
April 28, 2022***

Introduction

The Applicant (Minto PBLH, LLC) is requesting approval of a Master Sign Plan (MSP) in connection with a Site Plan concurrently submitted for review for a light industrial warehouse facility. This facility is to be located within the southwest portion of Pod G, directly west of the Publix Plaza, which is currently under construction.

Background

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

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

Historic and Recent Planning and Zoning Entitlements

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

approved density and intensity, Minto entered into a Proportionate Fair Share Agreement with Palm Beach County dated October 29, 2014.

Subsequent to incorporation, Minto proceeded with the development of its property pursuant to the County Development Orders and the Interim Code. The City has adopted its own Comprehensive Plan and implementing land development regulations. Further, most of the conditions of approval contained in the County development orders have either been completed or are superseded by the City's Comprehensive Plan, Land Development Regulations and state law. As a result, on December 01, 2021, Minto notified the City of Westlake of its intention to hereinafter proceed under § 163.3167(5) to complete development of its density and intensity vested by the Proportionate Fair Share Agreement and state law, pursuant to the City's Comprehensive Plan and Land Development Regulations.

Subject Request

In tandem with the site plan concurrently submitted for site plan review, the applicant is requesting approval of a "Master Sign Plan" for this light Industrial warehouse on Pod G Southwest, to be called "James Business Park". This tract is situated to the west of the Publix Plaza (currently under construction) adjacent to Persimmon Boulevard West (Phase 2), running north to connect with Town Center Parkway. The plat for Pod G Southwest was previously approved and recorded on May 24, 2021. Persimmon Boulevard West, Phase 2 roadway plat was approved at the April 11, 2022, City Council meeting.

James Business Park will contain 2 buildings; Bldg. 1 containing 135,540 sf, and Bldg. 2 containing 10,103 sf, totaling 145,643 sf. Combined, these buildings may house up to 10 tenants, As such, the Master Sign Plan booklet included identifies the proposed location and sizes of the following proposed signs:

WALL SIGNS

For Building 1 (135,540 sf) Up to:

Four (4) Principal Tenant Wall Signs (including 2 corners)
Eight (8) Secondary Tenant Wall Signs
Six (6) Tenant Rear Wall Signs
Two (2) Building ID Signs, and
Two (2) Address Signs

For Building 2 (10,103 sf) Up to:

Two (2) Principal Tenant Wall Signs
Four (4) Secondary Tenant Wall Signs
Two (2) Building ID Sign
Three (3) Address Signs

Notes:

- 1) Tenants will be permitted to have one (1) Principal Tenant Wall Sign. They may also choose to utilize a secondary wall sign in lieu of a principal tenant wall sign but not both unless they are on a different elevation (corner).**
- 2) Each tenant in Building 1 will be permitted only one (1) rear wall sign, however, a major tenant may be permitted two (2).**
- 3) If a tenant occupies two contiguous units that share an entrance parapet (i.e., Units 2 & 3 and units 4 & 5 respectively), that tenant can chose to utilize the Principal Tenant Wall Sign.**

PRIMARY GROUND SIGNS

The applicant is requesting three (3) primary ground signs (“*James Business Park*”).

TENANT DIRECTIONAL GROUND SIGNS:

The applicant is requesting four (4) tenant specific directional signs.

WALL SIGNS

Principal Tenant Wall Sign:

Building 1

These signs are intended for major space holding tenants and are proposed to be 5’x 43’, yielding a sign area of 215 sq.ft., and may choose to add a 5’x 5’ max. logo next to the sign area. All of these signs will be fronting a ROW (Persimmon Boulevard West), except for one on the north elevation that will be facing Town Center Parkway South.

Building 2

These signs are intended for major space holding tenants and are proposed to be 5’x 32’, yielding a sign area of 160 sq.ft., and may have a 5’x 5’ max. height logo included in the sign area. All of these signs will be fronting a ROW (Persimmon Blvd. West), except for one on the east elevation.

Secondary Tenant Wall Sign:

Building 1

These signs are intended for secondary tenants that may occur within these buildings and are proposed to be 5’ x 32’, yielding a sign area of 160 sq.ft. and may have a 5’x 5’ max. height logo included in the sign area. All of these signs on will be fronting a ROW (Persimmon Boulevard West), except for one on the north elevation that will be facing Town Center Parkway South.

Building 2

These signs are intended for secondary tenants that may occur within these buildings and are proposed to be 5' x 15', yielding a sign area of 75 sq.ft. and may have a 4' max. height logo included in the sign area. These signs will be fronting a ROW (Persimmon Blvd. West), except for one on the east elevation.

Tenant Rear Wall Sign:

On Building 1 only, these signs will be 4' x 15', yielding a sign area of 60 sq.ft. and may have an included 4' max. height logo. None of these signs will be fronting a ROW. These signs will contain a maximum of 60 sf of copy area which is below the 90 sf maximum allowed by code. All of these signs are located in the rear loading area which is not accessible to the general public, and are intended to provide wayfinding for commercial traffic. Each tenant will be permitted only one (1) rear wall sign, however, a principal tenant may be permitted two (2).

Tenant Wall Signs (Example Leasing Scenarios):

With respect to the number of signs depicted to be permitted for each tenant, it is important to note that building tenants will be permitted to either have one (1) Principal Tenant Wall sign, or they may choose to utilize a Secondary Tenant Wall sign, but are not permitted to have both, unless they are located at the corner of a building. In addition, If a tenant occupies two contiguous units that share an entrance parapet, that tenant can chose to utilize the Principal Tenant Wall Sign.

The master signage booklet includes two scenarios (#1 - Sheet 2 and #2 – Sheet 3). Scenario #1 demonstrates the “most likely” scenario of signage based on proposed tenant occupancy in both Bldg. 1 and 2. Scenario #2 demonstrates a lower rate of tenant occupancy based on unit sizes for both Bldg. 1 and 2.

The applicant is simply reserving the opportunity to offer potential future tenants a specific signage package which may be different for each, depending upon the size of the space they ultimately occupy.

Building Address:

The applicant is requesting five (5) building address signs, two (2) on Bldg. 1; one facing Town Center Parkway South and the other facing Persimmon Boulevard West.

Three (3) address signs are proposed on Bldg. 2; one (1) facing Persimmon Blvd. West on the south elevation of the building and another also facing Persimmon Blvd. West on the west elevation (for the benefit of wayfinding for traffic travelling south on Persimmon Blvd. West). A

third address sign is proposed facing Town Center Parkway South on the north-east elevation, for the benefit of wayfinding for commercial traffic entering from Town Center Parkway South. These signs will be approximately 3' x 22' with a maximum 36" letter height. (It should be noted that a street number cannot be established until the site plan is approved by the City, being processed concurrently).

Building ID Sign:

Building 1

Two (2) building ID signs proposed to be 6' x 24', yielding a sign area of 144 sq.ft. will occur as follows: One (1) on the north and south elevations, facing Persimmon Blvd. West and Town Center Parkway South. A 6' height max. logo may be added.

Building 2

One (1) building ID sign proposed to be 5' x 24', yielding a sign area of 120 sq.ft. will be on the west elevation) facing Persimmon Blvd. West. A 5' max. height may be added.

These signs will contain the established name for this site ("James Business Park").

Loading Bay ID Sign:

A number or letter ID sign is requested for each of the loading bay doors occurring in the rear of both buildings. There will be 42 bay doors at Bldg. 1. Building 2 will have 8 bay doors. The rear of Building 1 faces the east and will back up to the rear loading area of the Publix grocery store and ancillary retail. The rear of the south building faces north partially backing up to the south elevation of Bldg. 1 but will not be facing a ROW. These signs will contain 12" max. numbers/letters.

Door Window Address Signs:

There will be an address number located on each of the glass entry doors on Building 1 and 2. These window signs will conform to the Westlake sign code and not exceed 20% of the glass area.

Conclusion

The Applicant is requesting approval of the Master Sign Plan for Pod G Southwest in Westlake and will work closely with Staff to bring this application to completion as quickly as possible. The Applicant and the entire development team are available to answer any questions Staff might have and/or provide necessary information to supplement the information provided in the submittal.

Westlake POD G – Light Industrial Warehouse
Justification Statement
MSP-2022-02
CH 13-0518.98.01
April 28, 2022

(Refer to the attached table with this document summarizing the deviations from code).

JAMES BUSINESS PARK
AT
WESTLAKE™



LAND PLANNING + LANDSCAPE ARCHITECTURE

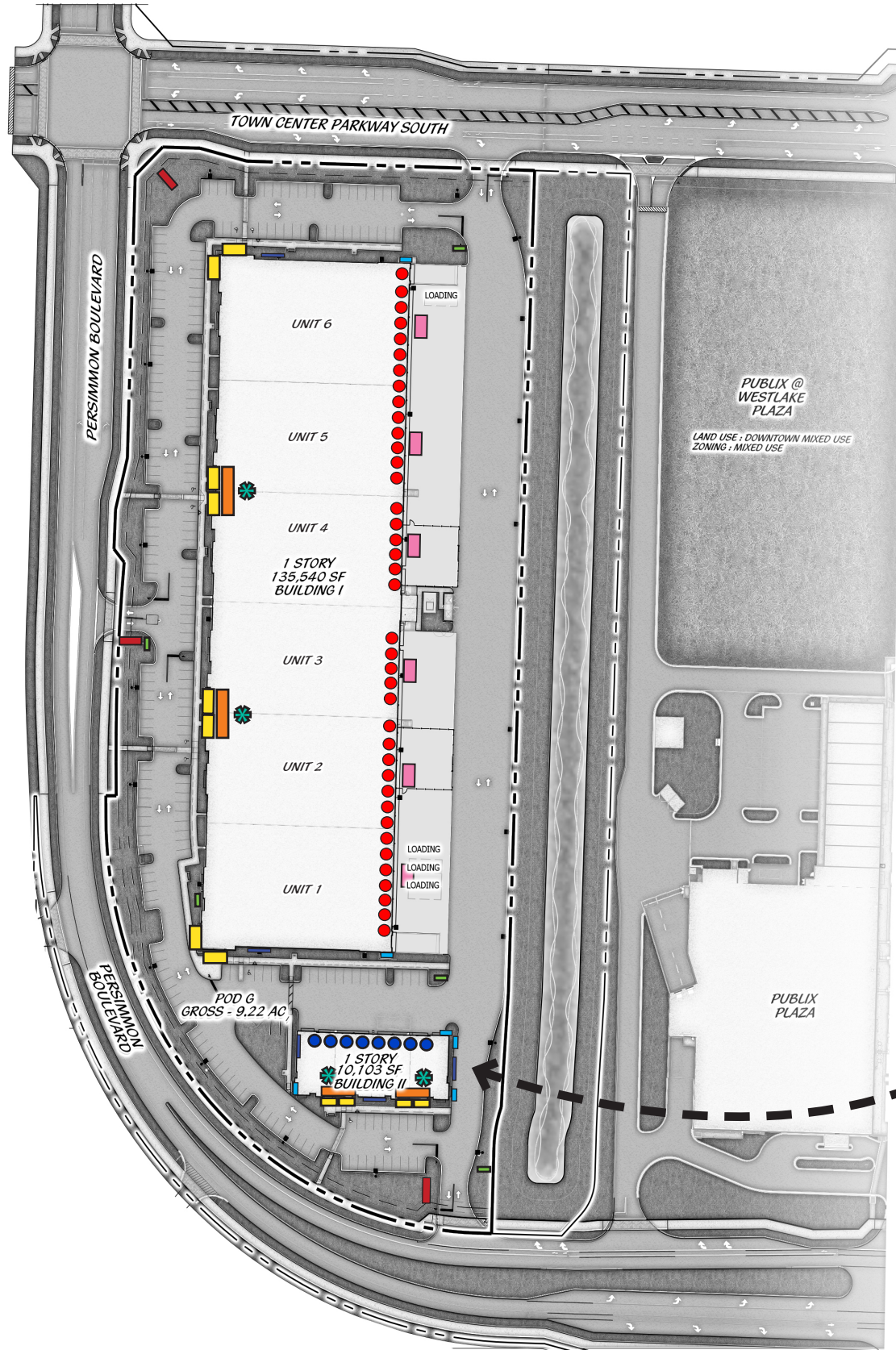
Cotleur & Hearing

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

POD G SOUTHWEST
MASTER SIGNAGE PROGRAM

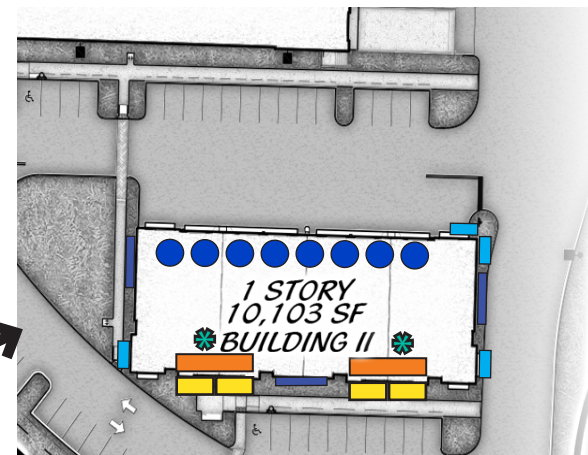
APRIL 28, 2022

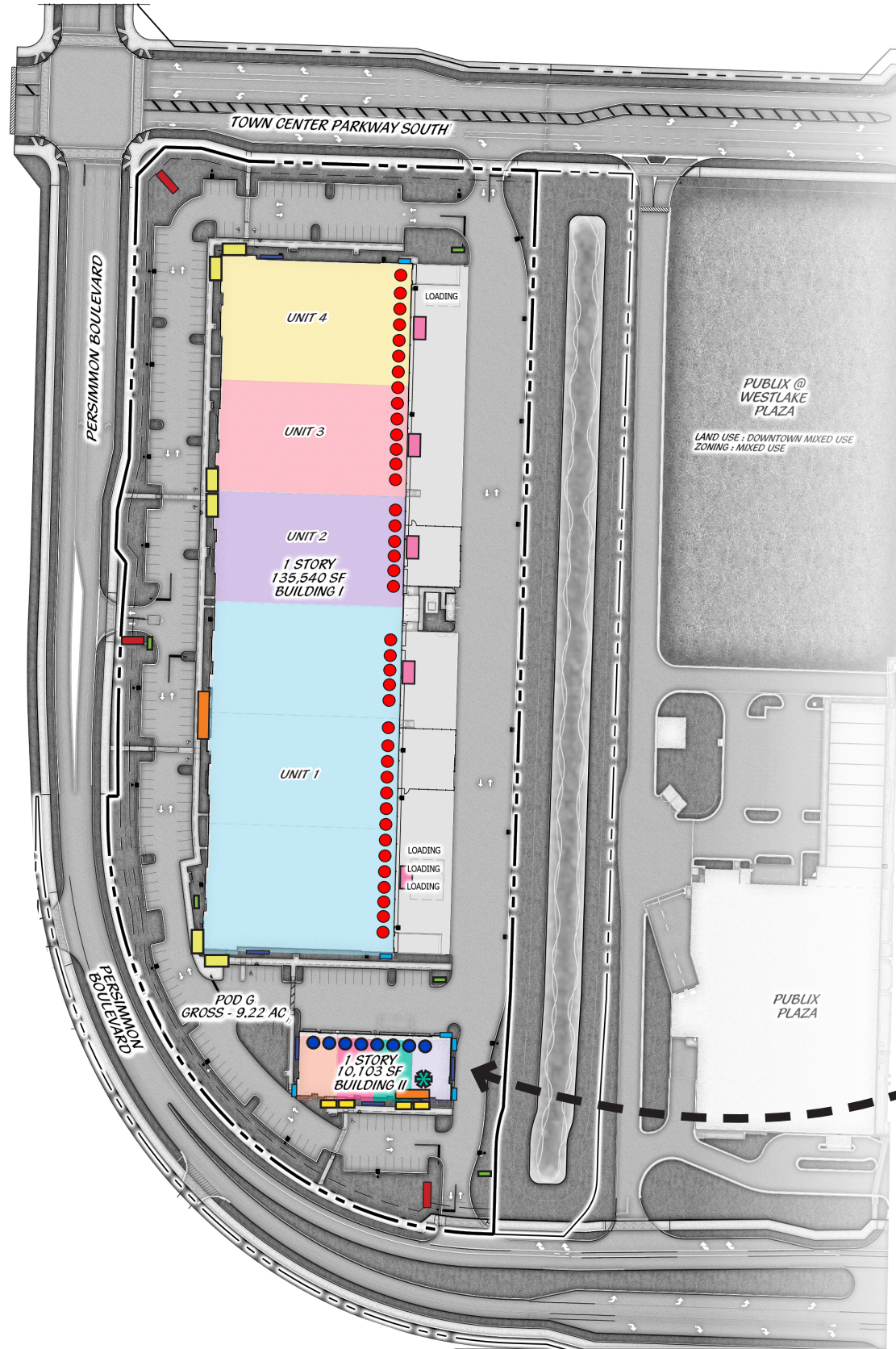
- 1 SIGN LOCATION MAP
- 2 POD G SOUTHWEST - EXAMPLE LEASING SCENARIO #1
- 3 POD G SOUTHWEST - EXAMPLE LEASING SCENARIO #2
- 4 PRIMARY GROUND SIGNS
- 5 TENANT DIRECTIONAL SIGNS
- 6 BUILDING #1 SIGN VIEWS
 - A. PRINCIPAL TENANT WALL SIGN
 - B. SECONDARY TENANT WALL SIGN
 - C. TENANT REAR WALL SIGN
 - D.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



SIGN LOCATION MAP

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



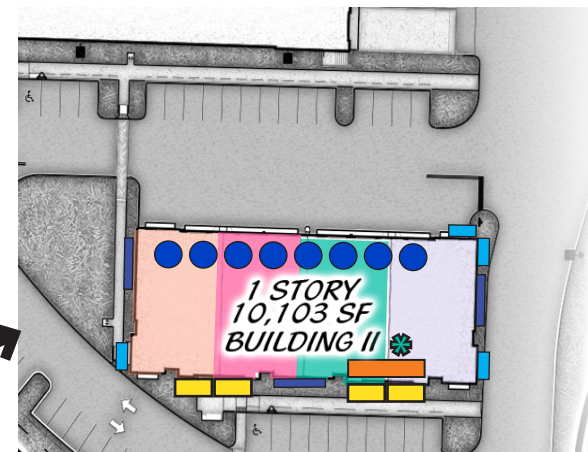


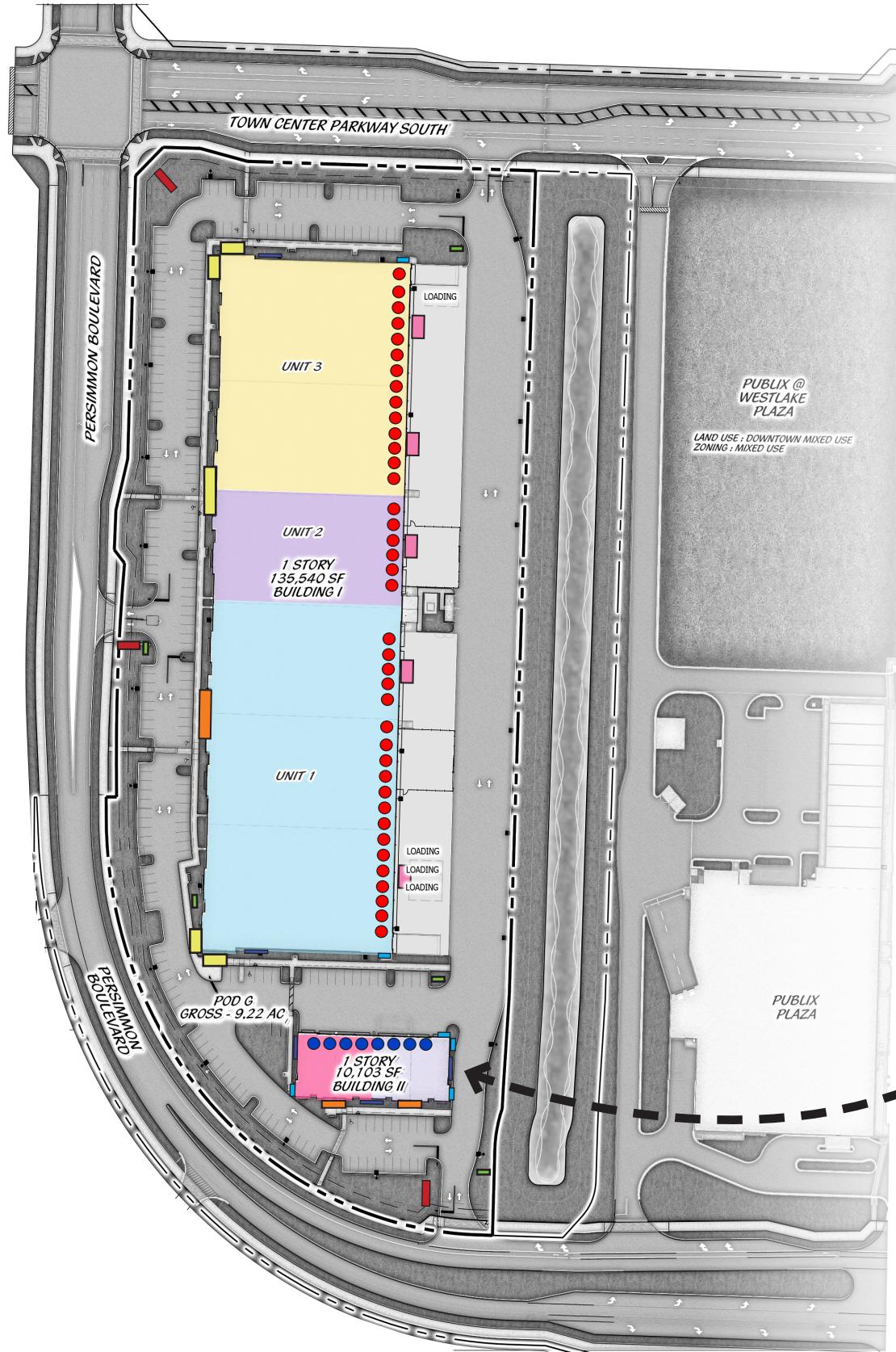
SIGN LOCATION MAP

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

NOTES

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



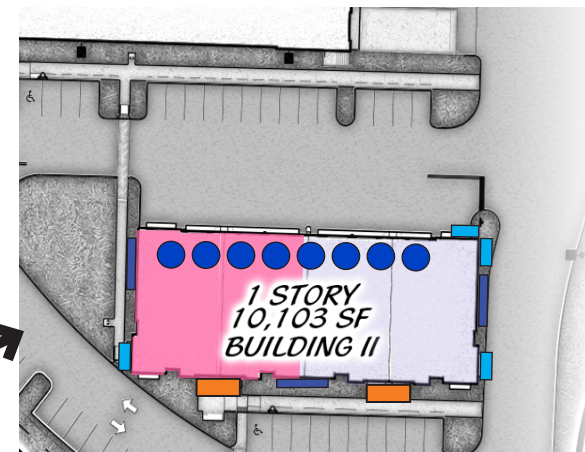


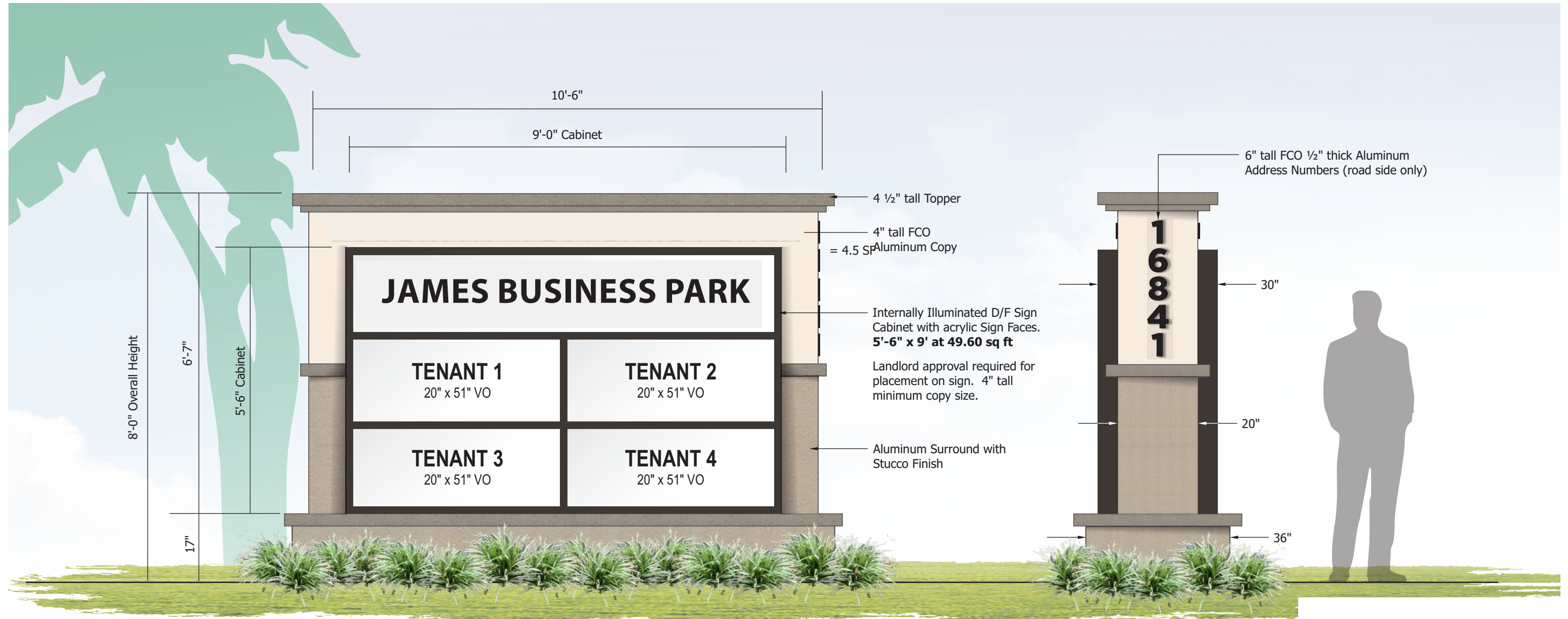
SIGN LOCATION MAP

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

NOTES

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

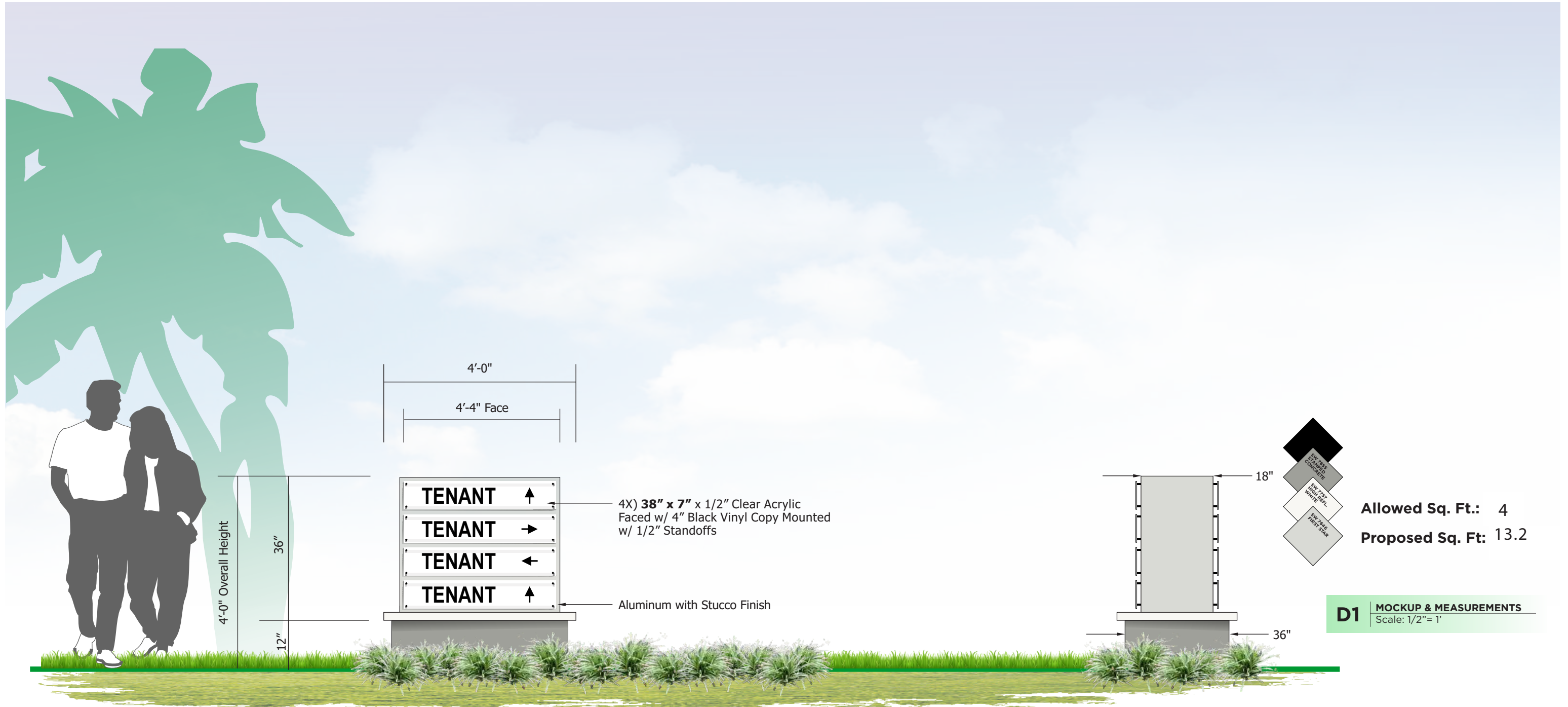


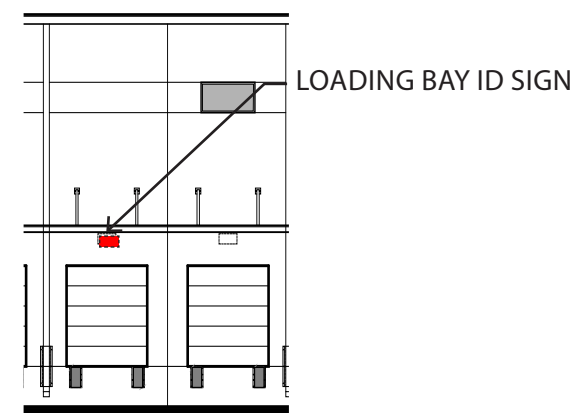
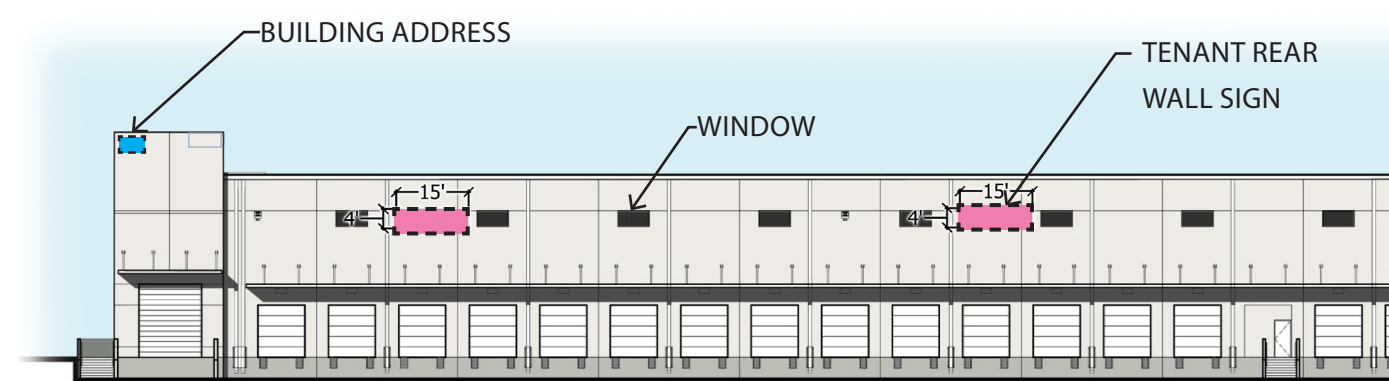
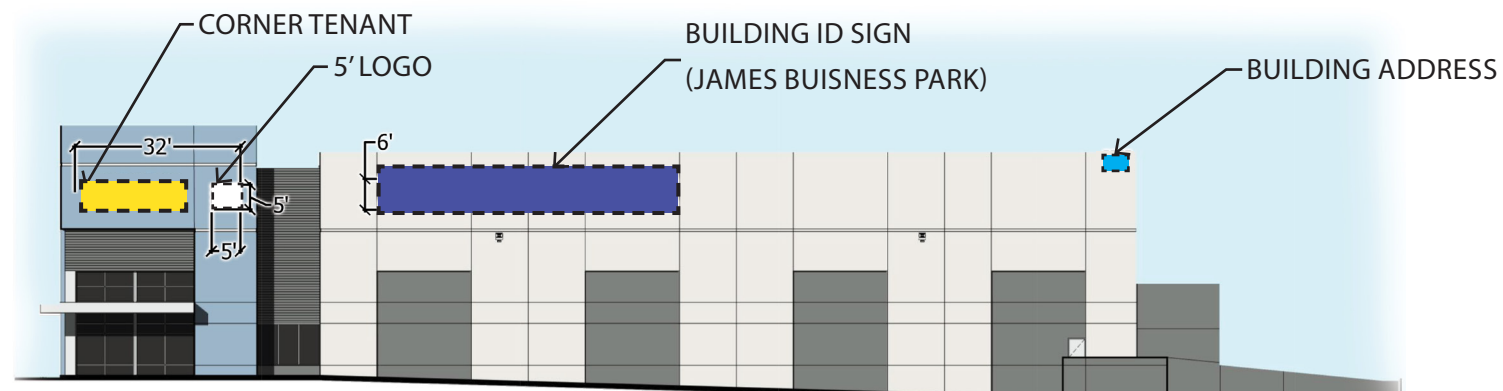
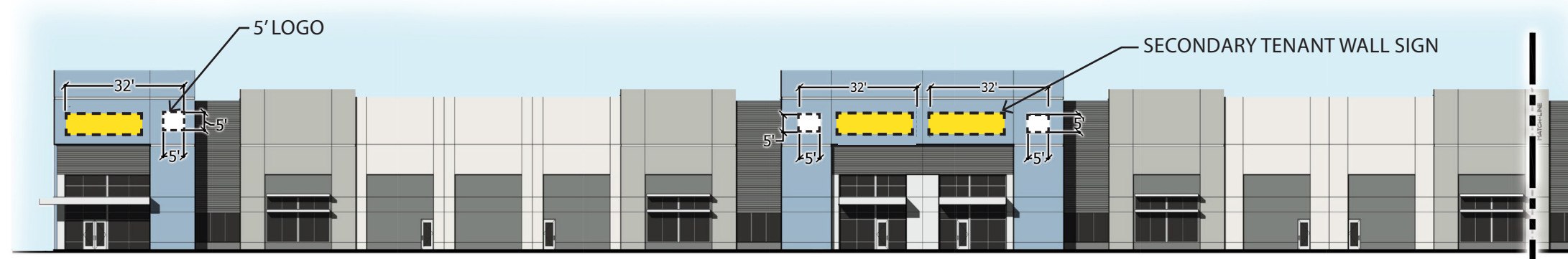
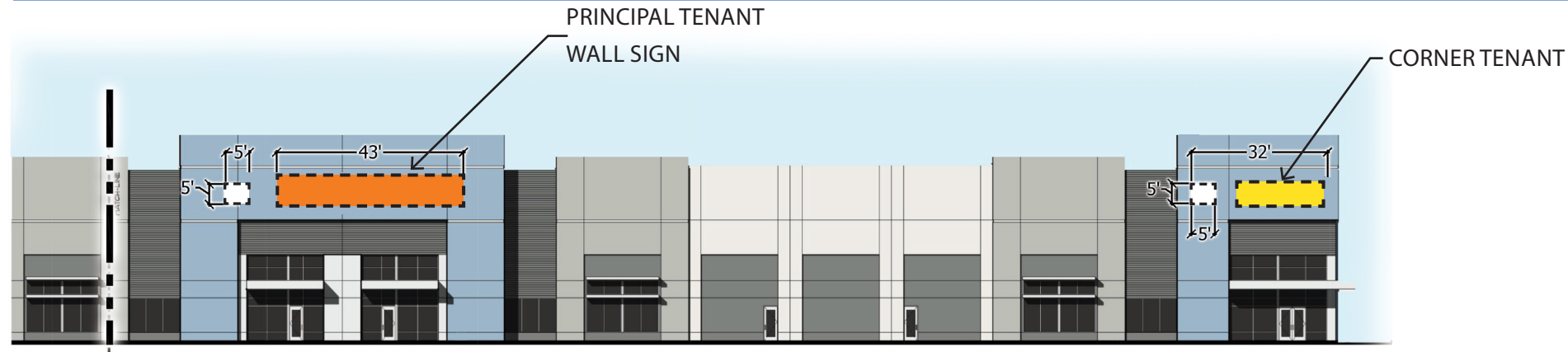


S21 S22 Secondary Ground Sign
Scale: 1/2" = 1'-0"

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

Side View





WALL SIGN CRITERIA - BLDG 1

PRINCIPAL TENANT WALL SIGN

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

SECONDARY TENANT WALL SIGN

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

TENANT REAR WALL SIGN

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

BUILDING ADDRESS

MAX 36" NUMBER SIZE (12" MINIMUM)

BUILDING ID SIGN

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

LOADING BAY ID SIGN

12" MAX NUMBER/LETTER SIZE

NOTES

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

WALL SIGN CRITERIA - BLDG 2

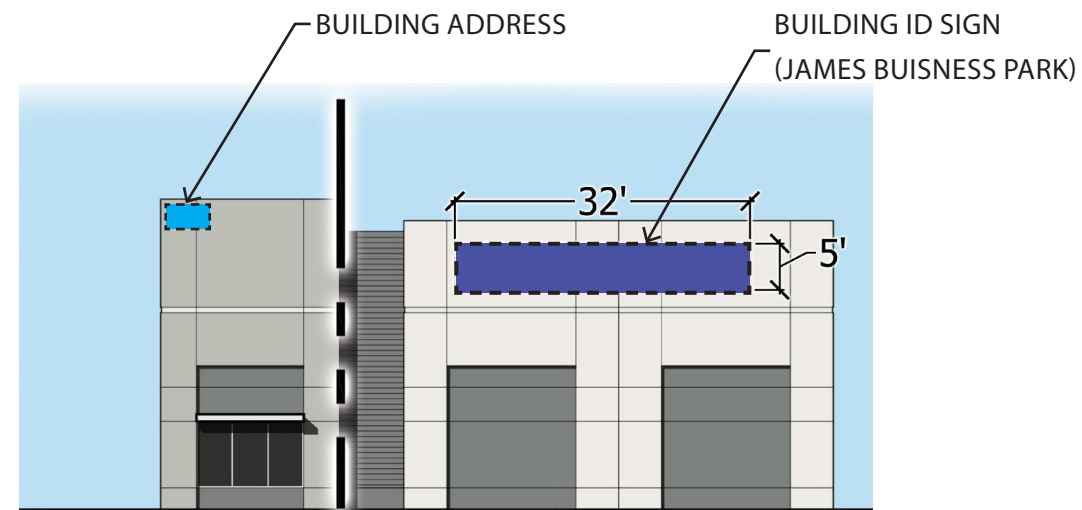
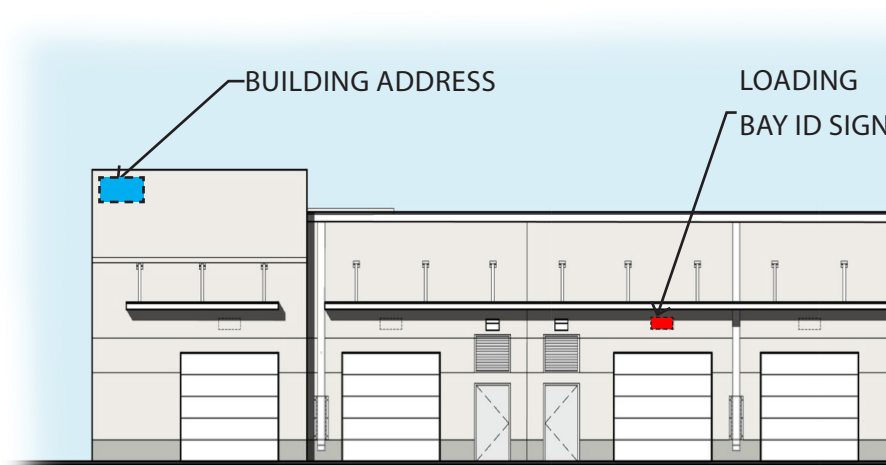
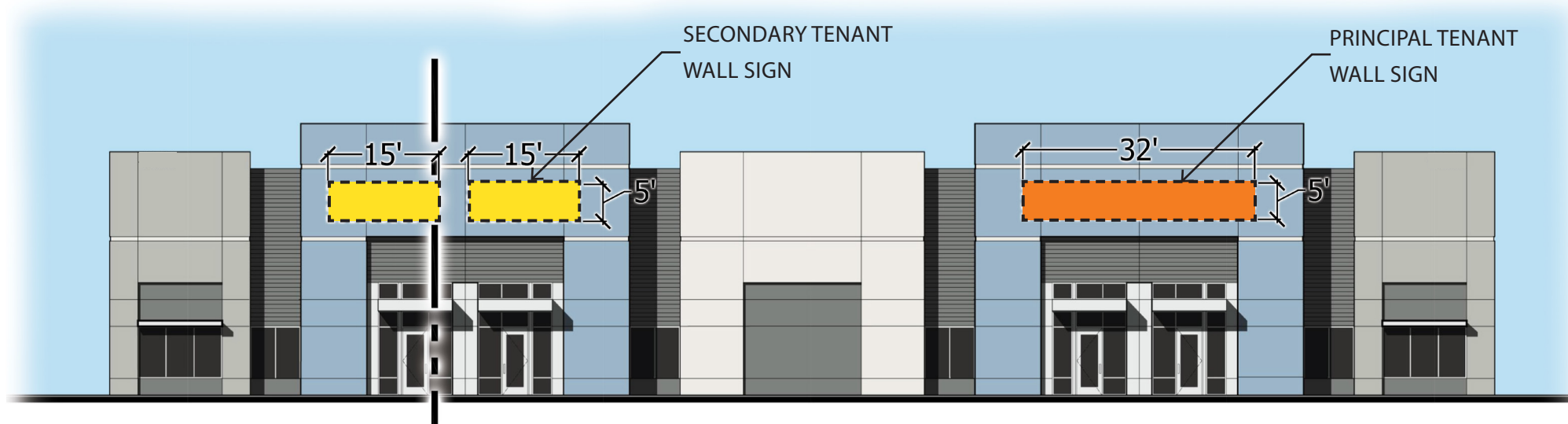
PRINCIPAL TENANT WALL SIGN
 MAX 36" LETTERS, 2 LINES OF COPY,
 160 SF (5' X 32') PLUS 5' X 5' MAX LOGO 25 SF

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

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

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

LOADING BAY ID SIGN
 12" MAX NUMBER/LETTER SIZE



NOTES

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

File Attachments for Item:

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

Submitted By: Planning & Zoning

ORDINANCE NO. 2022-03

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



Meeting Agenda Item Coversheet

MEETING DATE:		July 5, 2022	Submitted By: Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Ordinance 2022-03 – Special Events		
STAFF RECOMMENDATION: (MOTION READY)		Motion for City Council to adopt Ordinance 2022-03 “Special Events”		
SUMMARY and/or JUSTIFICATION:		This Ordinance establishes provisions for Special Events including definitions, requirements, regulations relative to signage, the sale or service of alcoholic beverages, providing for batch applications and garage sales.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Exhibit A: Ordinance 2022-03: Special Events			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field’s textbox and leave blank)</i> <u>Please keep text indented.</u>	<p style="text-align: center;">ORDINANCE NO. 2022-03</p> <p>AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER ____ ENTITLED LAND DEVELOPMENT CODE BY SPECIFICALLY CREATING SECTION ____ ENTITLED "SPECIAL EVENTS"; PROVIDING FOR A DEFINITION OF SPECIAL EVENTS; PROVIDING FOR THE REQUIREMENT OF A PERMIT; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING FOR REGULATIONS RELATIVE TO SIGNAGE, THE SALE OR SERVICE OF ALCOHOLIC BEVERAGES; PROVIDING FOR BATCH APPLICATIONS; PROVIDING FOR THE REGULATION OF GARAGE SALES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</p>			
FISCAL IMPACT (if any):	No Fiscal Impact		\$0	

ORDINANCE NO. 2022-03

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

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

WHEREAS, City Council finds the assembly of large numbers of people require notice and opportunity for the organization of resources related to events occurring within the City; and

WHEREAS, the City Council finds and determines that the variety, uniqueness, and timing of certain special events require the City to adopt regulations which aim to define and determine what qualifies as a special event and the regulations that shall govern certain special events; and

WHEREAS, the purpose of this ordinance is promote the safe and efficient operation and organization of special events which will serve the best interests of the residents of the City; and

WHEREAS, the City Council of the City of Westlake deems it in the best interest of health, safety, and welfare of the residents of Westlake to establish regulations for conducting special events within the City; and

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

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

SECTION 2. The City Council hereby amends Chapter____ by including Article ____, Section ____ entitled "SPECIAL EVENTS" as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

CHAPTER XX

Article XX

Sec. XXX. - Special events.

(a) "Special event" means a temporary meeting, activity, gathering, or group of persons, animals, or vehicles, or a combination thereof (excluding any such event conducted for the primary purpose of First Amendment speech or assembly), having a common purpose, design, or goal that will detrimentally affect or impact the ordinary and normal use by the general public upon any public or private facility, street, sidewalk, alley, public or private area, or building where the event substantially inhibits the usual flow of pedestrian or vehicular traffic, and is not the type approved for, or customarily associated with, the site upon which the event is located. Examples of special events include, but are not limited to block parties, parades, races or walks, athletic events, carnivals, shows, grand opening or promotional events, shopping plaza sidewalk sales, charity fundraisers, farmer's market, holiday tree and pumpkin patch lots, and other similar temporary uses or events not specifically permitted by the City's zoning ordinance, but does not include demonstrations. The term "special event" does not include:

- 1) a normal business sale event or similar activity for non-residential establishments;
- 2) a social gathering at a single residential dwelling unit such as a birthday party, a gathering to watch a sporting event, a celebration of life, or similar event;
- 3) garage sales or other outdoor sales in residential zones;
- 4) events taking place within a residential community that is subject to homeowners association or property owners association governing documents.

(b) Permit required and restrictions. Any City resident, or any City business holding a current City business tax receipt, or any non-profit or charitable organization registered with the State of Florida is eligible to apply for and seek a special event permit pursuant to this section subject to the following conditions and restrictions:

- 1) For non-residential uses outside of the R-1 and R-2 zoning districts, a maximum of four (4) special events permits shall be permitted per address in any single calendar year and each event shall not exceed fourteen (14) consecutive calendar days. However, temporary seasonal sales defined as sales related to a specific period of time

1 recognized in the Westlake community as a basis for a recognition
2 or celebration of a recognized holiday shall not exceed forty-five
3 (45) consecutive days. A special event that includes multiple
4 addresses, for example within a shopping center, shall count as one
5 event for each address captured by the special event permit. No
6 events for a single business shall occur consecutively, unless
7 approved by the City Council.

8 2) For non-residential uses located within the R-1 or R-2 zoning
9 districts, a no more than two (2) special events permits shall be
10 allowed per address in any single calendar year and each event shall
11 not exceed seven (7) consecutive calendar days. However,
12 temporary seasonal sales as defined in this section shall not exceed
13 forty-five (45) consecutive days. A special event that includes
14 multiple addresses, for example within a shopping center, shall
15 count as one event for each address captured by the special event
16 permit. No events for a single business shall occur consecutively,
17 except those with City Council approval.

18 3) Anchor tenants are permitted four (4) special events per calendar
19 year in addition to the limitation above. The term “anchor tenant”
20 shall be defined as the tenant in any non-neighborhood plaza with
21 the greatest amount of square footage located within the leasehold
22 premises.

23 4) Notwithstanding the other limitations in this subsection, when a
24 new non-residential use is opened, within one year of receiving its
25 certificate of occupancy, it may hold one (1) “grand opening” event
26 in addition to the other special events permitted in this subsection
27 but the one (1) grand opening event shall be required to comply
28 with this section and shall not exceed 7 calendar days.

29 5) Special Events that are sponsored or sanctioned by the City or
30 Seminole Improvement District (SID) shall not be subject to City
31 Council approval. For SID event anticipated to exceed 200 people,
32 SID shall provide notice to the City Manager thirty (30) calendar
33 days before the event describing the anticipated number of
34 attendees, coordination with law enforcement, fire rescue, and a
35 traffic management plan, if required.

36 (c) Special Event Permit requirements. Written application must be submitted to
37 the City a minimum of forty-five (45) calendar days prior to the date for which
38 the special event is proposed for non-residential properties, or thirty (30)
39 calendar days prior to the date for which the special event is proposed for
40 residential properties. Failure to comply with the required timeline for written
41 applications may be a basis for denial of the application. The form of application

6/29/22

- 1 shall be obtained from the City and contain, at a minimum, the following
2 information:
- 3 1) Description and type of event. A detailed statement describing use and
4 type of event(s) proposed.
 - 5 2) Authority. Notarized evidence the property owner/managing agent
6 authorizes the use on the site for the special event reflected on the
7 special event permit application.
 - 8 3) Proposed location with property owner's written consent.
 - 9 4) Proposed date, commencement time and duration of event.
 - 10 5) Approximate number of participants.
 - 11 6) Statement of use. A detailed statement of use, including, but not limited
12 to, sponsor(s), vendors(s), band(s) and/or other
13 musical/entertainment operations, planned activities, duration of
14 event, hours of operation, anticipated attendance, temporary lighting to
15 be provided on site, security, utilities, and use of generators, as
16 applicable.
 - 17 7) Proof of insurance in the amount of \$1,000,000.00 per event.
 - 18 8) Expected traffic, fire-rescue, and utilities impact, if any, and proposed
19 mitigation plans.
 - 20 9) Copy of all required state and county permits if event will be held on or
21 utilize state and/or county-controlled property.
 - 22 10) Signage. Signs are permitted only if related to a special event and shall
23 comply with the City's Code of Ordinances regulating signage.
 - 24 a. Traffic control signs, may only be used for purposes to direct traffic
25 and/or as deemed necessary for the safety of the public, and/or for
26 public events held by the city. Traffic-control signage shall be
27 permitted only at the discretion of the City, and by the Seminole
28 Improvement District if applicable, subject to the review and approval
29 of a traffic-control sign plan illustrating the number, copy area,
30 location, and graphics of all signs proposed. All signs located on public
31 property or right-of-way other than city property shall be submitted
32 with the authorization of the applicable agency. No signs shall be
33 permitted to be installed earlier than ____ calendar days prior to the
34 permitted special event and signs must be removed no later than
35 _____ calendar days after the event.
 - 36 11) Site plan. A detailed site plan for the event, including, but not limited to,
37 property boundaries; road access; location of trash receptacles, sanitary
38 restroom or wash facilities, tents, or other structures; location of rides

6/29/22

- 1 if applicable; location of parking; location of temporary enclosures,
2 tents, dwellings, offices, and equipment; location of any live
3 entertainment, outdoor music, or stages; and proposed setbacks of
4 activities, fences, tents, booths etc., from adjacent properties. Single
5 residential units shall not be required to provide a site plan.
- 6 (d) Alcoholic beverage service. Notwithstanding anything contained in the City
7 Code of Ordinances to the contrary, alcoholic beverages may be permitted at
8 approved special events under the following conditions; 1) The sale or service
9 of alcoholic beverages at any special event shall require, as a condition
10 precedent, the issuance of the appropriate state alcoholic beverage permit, if
11 any, a copy of which must be provided to the City in conjunction with the
12 special event permit application; 2) the City may require, in its sole discretion,
13 the use of physical barriers to define and contain the outdoor area within which
14 alcoholic beverages may be sold and consumed; 3) the hours of sale, and; 4)
15 the use of security or off-duty law enforcement personnel at the special event.
- 16 (e) Food service. If food service will be available at the event, the applicant shall
17 provide a complete list of food service vendors, their respective State or
18 County licenses or permits if applicable, Florida State health certificates,
19 and a list of the type of food service proposed. The use of mobile food
20 vending vehicles within the city limits shall be subject to the requirements of
21 the Code of Ordinances.
- 22 (f) Entertainment. Any special event that is proposing to include musical or other
23 audio entertainment shall adhere to the following:
- 24 a. Submit to the City a live entertainment/sound management plan as a
25 part of the special event application for review.
- 26 b. The applicant must demonstrate that the special event will meet the
27 requirements of the City Code regulating noise.
- 28 (g) Location. In residential zoning districts or residential portions of mixed use
29 districts, special events may occur on public or private schools, churches and
30 houses of worship, public parks, public or private common property, amenity
31 centers, and sites that have been approved for, or are customarily associated
32 with events (such as properties controlled by a property owner's association
33 or homeowner's association). Otherwise, special events may occur only on
34 properties with a non-residential zoning district designation.
- 35 (h) Other materials. Other materials and documentation as may be required by the
36 City application to accurately assess potential impacts of the special event on
37 public facilities and services.
- 38 (i) Final action.

- 1 1) After review by, and with the recommendations of Planning and Zoning,
2 Fire Rescue, and Law Enforcement, the City Manager or his/her
3 designee and in his or her sole discretion may approve the application
4 (with conditions if applicable), or deny the application in whole or in
5 part.
- 6 2) If the application is denied, the City Manager shall provide the basis for
7 the denial and the applicant may request an appeal to the City Council.
8 Such request must be made in writing to the City Manager within ten
9 (10) calendar days of the denial, and shall be considered by the City
10 Council at its next available scheduled meeting.
- 11 3) Any proposed special event whose attendance is contemplated to
12 exceed 200 people in total shall require final approval by the City
13 Council which, after considering the recommendations of Planning and
14 Zoning, the law enforcement department, and the City Manager, may
15 approve the application, deny the application in whole or in part; or
16 approve the application with conditions.
- 17 4) Denial of a special event permit application, or the imposition of certain
18 conditions by either the City Manager or the City Council may be based,
19 among other reasons and at the sole discretion of the City, upon
20 violations of the terms and conditions of a previously approved special
21 event permit for the same address.

22 (j) Batch Applications. A Batch Application is an application requesting approval of
23 multiple special events. Any person or entity entitled to seek a special event permit
24 may submit a Batch Application to the City. A Batch Application does not entitle the
25 applicant to more special event permits than otherwise permitted by this Chapter,
26 but does allow all special events described in the Batch Application to be permitted
27 through a single application. Each special event described in the Batch Application
28 must meet the requirements of this Chapter or other approved Special Events
29 Program. For any event anticipated to exceed 200 people, the applicant shall
30 provide updated information to the City forty-five (45) calendar days before the
31 event describing the anticipated number of attendees, coordination with law
32 enforcement, fire rescue, and a traffic management plan, if required.

33 (k) Special Events Program. For any non-residential development, the owner or
34 manager may submit a Special Events Program application requesting a waiver for
35 a period not to exceed three (3) years from the limitation on the annual number of
36 permissible special events and/or any other requirement of this Chapter. The
37 application may, but is not required to, contain details of special events that will be
38 held as part of the Special Events Program. The Special Events Program application
39 shall go before City Council and may be approved, denied, or approved with
40 conditions.

1 a. If a Special Events Program is approved or approved with conditions, the
2 applicant is then required to obtain a permit from the City for each special
3 event that is part of the Special Event Program, demonstrating compliance
4 with this Chapter subject to any conditions of approval. Applications for
5 these special events may be made through Batch Applications, individual
6 applications, or any combination thereof.

7 b. The City Council may withdraw the waiver at any time after providing
8 written notice ten (10) calendar days in advance in the event it determines
9 that the Special Event Program is detrimental to the Westlake Community
10 and it is in the best interest of the City to protect the health, safety, and
11 welfare of the residents of Westlake.

12 (l) Event Venues - Other notification required. Sites that have been approved for,
13 or are customarily associated with events, are not required to seek special event
14 permits. However:

15 1) If such a site will host an event that is substantially larger than the
16 types of event approved for or customarily associated with the site,
17 such that the event will negatively impact traffic to a greater degree
18 than is typical during an event of that normal parking procedures will
19 not accommodate anticipated vehicles, then written request for
20 approval of a maintenance of traffic plan must be made to the City at
21 least forty-five (45) calendar days prior to the event. Such request
22 must include a description of the event, provide the anticipated
23 duration of the event, provide the anticipated number of attendees
24 or vehicles at the event, and provide a maintenance of traffic plan.
25 The City shall respond to such application within twenty (20)
26 calendar days; otherwise, the provided maintenance of traffic plan
27 shall be deemed acceptable.

28 2) For any special event anticipated to attract more than 200 people,
29 notice must be provided to the Palm Beach County Sheriff and Palm
30 Beach County Fire Department at least 30 days in advance, and must
31 state the anticipated number of attendees, the location and the
32 duration of the event. In the event should either the Palm Beach
33 County Sheriff or the Palm Beach County Fire Department issue a
34 recommendation, the applicant/ sponsor of the event shall be
35 required to comply with all the recommendations of both agencies.

36 (m) Violations. It shall be unlawful to operate or hold any special event in the City
37 without compliance with this Section. Violations of this Article shall subject the
38 property owner to code enforcement proceedings.

39
40 Sec. XXX.

6/29/22

1 Garage sales and other outdoor sales in residential zones; permit required;
2 limitations.

3 This section does not apply to residences governed by a homeowner association or
4 property owner's association. No garage sale, carport sale, yard sale, outdoor sale,
5 or other similar activities in any residential district, including the residential
6 portion of the mixed use district, shall be permitted without the issuance of a permit
7 from Planning and Zoning. There shall be no fee charged by the City for the issuance
8 of such permit. Not more than two (2) permits shall be issued to any one street
9 address during any single calendar year.

10

11 a) Garage sales and other outdoor sales in residential zones; application for
12 permit; issuance.

13

14 1) Applicants for a garage sale or other outdoor sale permit in a

15

16 residential zone shall first submit a statement showing:
17

18

19 i. The name and address of the person conducting the garage

20

21 sale or other outdoor sale.

22

23 ii. The day(s) and time(s) upon which the sale shall occur.

24

25 iii. A list of proposed locations for signs, which may be installed

26

27 no sooner than 1 day before sale and must be removed at the

28

29 end of the day of sale. Each garage sale is allowed one sign

30

31 that is a maximum of 12 sq. ft. in size on the property hosting

32

33 the sale and a maximum of three off-premises directional

34

35 signs.

36

37 2) City Manager or designee shall issue the permit as a matter of right

38

39 upon determination that the garage sale or other outdoor sale does

40

41 not violate any of the terms of this Code. By applying for a permit, the

42

43 applicant agrees to comply with all permit requirements and on-

44

45 street parking requirements.

46

47 3) Restrictions. Garage sales or other outdoor sales in residential

48

49 districts, or in the residential portion of a mixed use district, are

50

51 permitted only on Saturdays and Sundays between the hours of 8:00

52

53 a.m. and 5:00 p.m. Such sales at any other time of the day are

54

55 prohibited.

56

57 b) Garage sales and other outdoor sales in residential zones; cleanup of site. All

58

59 sites of garage sales or outdoor sales shall be left in a clean and orderly manner

60

61 upon completion of the sales activities. All temporary signs shall be removed

62

63 immediately upon the conclusion of the garage sale or outdoor sale.

64

65

66

67

68

6/29/22

1 Penalty for violations. Violations of the regulations for conducting garage sales
2 shall be grounds for denial of a subsequent garage sale permit. In addition, the
3 City may, at its sole discretion, refer alleged violations to the code enforcement
4 special magistrate.

5
6 **SECTION 4. Codification.** It is the intention of the City Council of the City of
7 Westlake that the provisions of this Ordinance shall become and be made a part of
8 the Code of Ordinances of the City of Westlake, Florida, and that the Sections of this
9 Ordinance may be renumbered, re-lettered and the word "Ordinance" may be
10 changed to "Section," "Article" or such other word or phrase in order to accomplish
11 such intention.

12
13 **SECTION 5. Conflicts.** All ordinances or parts of ordinances,
14 resolutions or parts of resolutions which are in conflict herewith, are hereby
15 repealed to the extent of such conflict.

16
17 **SECTION 6. Severability.** Should the provisions of this ordinance be
18 declared to be severable and if any section, sentence, clause or phrase of this
19 ordinance shall for any reason be held to be invalid or unconstitutional, such
20 decision shall not affect the validity of the remaining sections, sentences, clauses,
21 and phrases of this ordinance but they shall remain in effect, it being the legislative
22 intent that this ordinance shall remain notwithstanding the invalidity of any part.

23
24 **SECTION 7. Effective Date.** This ordinance shall be effective upon
25 adoption on second reading.

26
27 **PASSED** this ____ day of _____, 2022, on first reading.

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

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

30 _____
31 City of Westlake
32 JohnPaul O'Connor , Mayor

33 ATTEST:
34 _____
35 Zoie Burgess, City Clerk

36
37 APPROVED AS TO LEGAL FORM:
38
39 _____
40 OFFICE OF THE CITY ATTORNEY

File Attachments for Item:

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

Submitted By: City Attorney's Office

ORDINANCE 2022-06

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



Meeting Agenda Item Coversheet

MEETING DATE:	July 5, 2022	Submitted By: City Attorney's Office	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	SECOND READING - Ordinance 2022-06: Per Diem and Allowances		
STAFF RECOMMENDATION: (MOTION READY)	Motion to Adopt Ordinance 2022-06 Per Diem and Allowances on Second Reading		
SUMMARY and/or JUSTIFICATION:	The Proposed ordinance is intended to create a legal basis for reimbursements for costs and expenses incurred by City Council members when engaged in City business.		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:		PROCLAMATION:
	EXHIBIT(S):		OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Ordinance		
SELECT, if applicable	RESOLUTION:		ORDINANCE: X
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	<p style="text-align: center;">ORDINANCE 2022-06</p> <p style="text-align: center;">AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, CREATING SECTION _____ OF THE CODE OF ORDINANCES; PROVIDING RATES OF TRAVEL PER DIEM, SUBSISTENCE, AND PRIVATE VEHICLE MILEAGE ALLOWANCE FOR PUBLIC OFFICIALS AND EMPLOYEES; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</p>		
FISCAL IMPACT (if any):			\$

6/29/22

ORDINANCE NO. 2022-___

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

WHEREAS, Section 166.021(9)(b), Florida Statutes expressly authorizes the City Commission to provide for a per diem and travel expense policy which varies from the provisions of section 112.061, Florida Statutes; and

WHEREAS, The City Commission deems it to be in the best interest of the citizens, residents, employees and public officials to modify the per diem and allowances provided for in section 112.061(6)(b), Florida Statutes.

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

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

SECTION 2. The City Council hereby creates Section _____ as follows:

Section ____ . Traveling Expenses for Public Officers, Employees.

Notwithstanding the provisions of F.S. § 112.061(6)(b), the rates of per diem and subsistence shall be as follows:

- 1) Breakfast \$10.00
- 2) Lunch \$14.00
- 3) Dinner \$24.00

The rates set forth herein may be amended by Resolution of the City Commission.

Notwithstanding the provisions of F.S. § 112.061(7)(d)1, when a privately owned vehicle is utilized for official travel in lieu of publicly owned vehicles or common carriers, the traveler shall be entitled to a mileage allowance based upon the then current optional standard mileage rate for computing the deductible cost of operating an

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

automobile promulgated by the Internal Revenue Service.

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

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

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

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

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

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

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

City of Westlake
John Paul O'Connor , Mayor

ATTEST:

Zoie Burgess, City Clerk

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

File Attachments for Item:

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

Submitted By: City Attorney's Office

ORDINANCE 2022-07

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



Meeting Agenda Item Coversheet

MEETING DATE:		July 5, 2022	Submitted By: City Attorney's Office	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		SECOND READING - Ordinance 2022-07: Golf Cart Registration Stickers		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Adopt Ordinance 2022-07: Golf Cart Registration Stickers on second reading		
SUMMARY and/or JUSTIFICATION:		The proposed Ordinance amends the existing code provisions relative to the location of the City's registration sticker required for golf carts. The proposed Ordinance provides that the registration sticker can be located on the left side of the windshield or the left front quarter panel.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Agenda Item Cover Sheet Ordinance		
SELECT, if applicable	RESOLUTION:		ORDINANCE: X	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>		AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE 2020-01 RELATIVE TO THE USE OF GOLF CARTS; PROVIDING FOR AN AMENDMENT TO THE PLACEMENT OF REGISTRATION STICKER; PROVIDING FOR CODIFICATION; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):				\$

6/29/22

ORDINANCE NO. 2022-07

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

WHEREAS, The City Council deems it to be in the best interest of the residents of the City of Westlake, Florida to amend Ordinance 2020-01 which requires golf carts to be registered with the City;

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

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

SECTION 2. The City Council hereby amends Ordinance 2020-01 by specifically amending Section 6 (d) as follows:

(d) All owners of properly registered golf carts shall be issued a registration sticker which sticker shall be placed and maintained on the left front quarter panel **or left side of the front windshield**. The City of Westlake shall maintain a list of all golf cart registrations.

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

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

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

SECTION 6. Effective Date. This ordinance shall be effective upon

6/29/22

1 adoption on second reading.

2

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

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

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

6

7

City of Westlake

8

John Paul O'Connor , Mayor

9

ATTEST:

10

Zoie Burgess, City Clerk

11

12

13

APPROVED AS TO LEGAL FORM:

14

15

16

OFFICE OF THE CITY ATTORNEY

17

18

File Attachments for Item:

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

Submitted By: City Attorney's Office

RESOLUTION 2022-17

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



Meeting Agenda Item Coversheet

MEETING DATE:		July 5, 2022	Submitted By: City Attorney's Office	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Resolution 2022-17 - Installation of Stop Signs at the Intersection of Persimmon Blvd and Ilex Way		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Adopt Resolution 2022-17 - Installation of Stop Signs at the Intersection of Persimmon Blvd and Ilex Way		
SUMMARY and/or JUSTIFICATION:		At the request of the City Manager, the City Attorney's Office has prepared a Resolution to express the City Council's support of the Seminole Improvement District making improvements to the intersection located at Persimmon Blvd. and Ilex Way to provide for a four way stop. Recent traffic accidents at the intersection have called into question the safety of both motorists and pedestrians. The City Council by adopting the proposed resolution supports and requests the Seminole Improvement District to immediately convert the intersection to a four-way stop by installing stop signs at each corner of the intersection to provide for a higher degree of safety for both motorists and pedestrians.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Resolution			
SELECT, if applicable	RESOLUTION: X		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	RESOLUTION 2022-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, SUPPORTING AND REQUESTING THE SEMINOLE IMPROVEMENT DISTRICT TO IMMEDIATELY MAKE THE INTERSECTION OF PERSIMMON BOULEVARD AND ILEX WAY A FOUR-WAY STOP BY INSTALLING STOP SIGNS AT EACH CORNER OF THE INTERSECTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

CITY OF WESTLAKE

RESOLUTION NO. 2022-17

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

WHEREAS, recently there has been several automobile accidents occurring at the intersection of Persimmon Boulevard and Ilex Way in the City of Westlake, Florida; and

WHEREAS, the City Council deems it to be in the best interests of the City of Westlake to support and request the Seminole Improvement District to immediately make the intersection a four-way stop by installing stop signs at each corner of the intersection to provide for a higher degree of safety for both motorists and pedestrians.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are 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, supports and hereby requests that the Seminole Improvement District immediately set about to make the intersection located at Persimmon Boulevard and Ilex Way in the City of Westlake, Florida a four-way stop by installing stop signs at each corner of the intersection to provide for a higher degree of safety for both motorists and pedestrians.

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.

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 _____ 2022.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, City Clerk

File Attachments for Item:

B. Fiscal Year 2021 Audited Financial

Submitted By: Administration



Meeting Agenda Item Coversheet

MEETING DATE:		7/5/2022	Submitted By: Finance	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Fiscal Year 2021 Audited Financial Report		
STAFF RECOMMENDATION: (MOTION READY)		Accept Fiscal Year 2021 Audited Financial Report		
SUMMARY and/or JUSTIFICATION:				
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>				
FISCAL IMPACT (if any):				\$

City of Westlake, Florida
ANNUAL FINANCIAL REPORT
September 30, 2021

City of Westlake, Florida
ANNUAL FINANCIAL REPORT

September 30, 2021

TABLE OF CONTENTS

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITORS	1-2
MANAGEMENT’S DISCUSSION AND ANALYSIS	3-7
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements	
Statement of Net Position	8
Statement of Activities	9
Fund Financial Statements:	
Balance Sheet – Governmental Funds	10
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	12
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	13
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	14
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Special Revenue Fund – Housing Assistance	15
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Special Revenue Fund – Comprehensive Planning	16
Notes to Financial Statements	17-24
INDEPENDENT AUDITORS’ REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	25-26
MANAGEMENT LETTER	27-28
INDEPENDENT ACCOUNTANTS’ REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES	29



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the City of Westlake, Florida (the "City") as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

- 1 -

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the City of Westlake, Florida, as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General and Special Revenue Funds for the year then ended in conformity with accounting principles generally accepted in the United States of America.

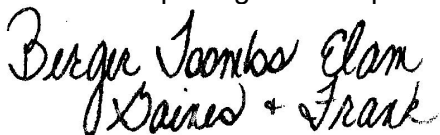
Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report date June 13, 2022 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 13, 2022

City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021

Management's discussion and analysis of the City of Westlake, Florida (the "City") financial performance provides an analysis of the City's financial activities. The analysis provides summary financial information for the City and should be read in conjunction with the City's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The City's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the City's financial position and results of operations. The *Fund financial statements* present financial information for the City's major funds. The *Notes to financial statements* provide additional information concerning the City's finances.

The *Government-wide financial statements* include the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the City, with the difference between assets and liabilities reported as net position. Net position is reported in two categories; 1) net investment in capital assets and, 2) unrestricted. Assets, liabilities, and net position are reported for all governmental activities.

The **statement of activities** presents information on all revenues and expenses of the City and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the City. To assist in understanding the City's operations, expenses have been reported as governmental activities. Governmental activities funded by the City include general government.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the City. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the City's General and Special Revenue Funds. *Fund financial statements* provide more detailed information about the City's activities. Individual funds are established by the City to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* are designed to provide the reader with a broad overview of the City's finances, in a manner similar to a private sector business. In the government-wide **statement of net position**, the governmental activities column is presented on a consolidated basis and is reported on a full-accrual economic resource basis, which recognizes all noncurrent assets and receivables as well as all noncurrent debt and obligations. The effect of interfund activity has been eliminated from the *government-wide financial statements*. In contrast, the governmental fund financial statements are grouped into funds to account for and to maintain control over resources that have been segregated for specific activities or objectives. The *fund financial statements* are presented using the current financial resources measurement focus and the modified accrual basis where as revenues are recorded when collected in the current year or within 60 days of year-end and expenditures are recorded when a liability is incurred. The difference between the two statements arises primarily from the long-term economic focus of the *government-wide statements* versus the current financial resources focus of the *fund financial statements*. A reconciliation of the *government-wide* and the *fund financial statement* is provided to illustrate these differences.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the City. Additional information about the accounting practices of the City are included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The City's total assets exceeded total liabilities by \$5,792,627 (net position). Net investment in capital assets totaled \$979,027 and unrestricted net position was \$4,813,600.
- ◆ Governmental activities revenues totaled \$7,864,419 while governmental activities expenses totaled \$4,673,052.

**City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the City

The following schedule provides a summary of the assets, liabilities and net position of the City and is presented by category.

	Net Position	
	Governmental Activities	
	2021	2020
Current assets	\$ 5,741,200	\$ 2,219,718
Capital assets	998,672	1,001,509
Total Assets	<u>6,739,872</u>	<u>3,221,227</u>
Current liabilities	936,099	600,322
Non-Current liabilities	11,146	19,645
Total Liabilities	<u>947,245</u>	<u>619,967</u>
Net position-net investment in capital assets	979,027	974,235
Net position-unrestricted	4,813,600	1,627,025
Total Net Position	<u>\$ 5,792,627</u>	<u>\$ 2,601,260</u>

The increase in current assets and net position is related to the excess of revenues over expenses in the current year.

The increase in current liabilities is related to the increase in unearned revenues in the current year.

City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the City (Continued)

The following schedule provides a summary of the changes in net position of the City and is presented by category.

Change In Net Position

	Governmental Activities	
	2021	2020
Program Revenues		
Charges for services	\$ 5,439,643	\$ 3,216,735
Operating contributions	540,000	625,000
General Revenues		
Taxes	1,482,058	805,515
Intergovernmental revenues	362,368	-
Investment earnings	4,894	7,413
Miscellaneous revenues	35,456	10,044
Total Revenues	<u>7,864,419</u>	<u>4,664,707</u>
Expenses		
General government	3,545,861	3,311,583
Public safety	651,060	650,451
Physical environment	473,546	84,171
Interest and other charges	2,585	3,366
Total Expenses	<u>4,673,052</u>	<u>4,049,571</u>
Changes in Net Position	3,191,367	615,136
Net Position - beginning of year	<u>2,601,260</u>	<u>1,986,124</u>
Net Position - end of year	<u>\$ 5,792,627</u>	<u>\$ 2,601,260</u>

The increase in charges for services is related to the increase in building and engineering permits in the current year.

The increase in taxes is related to the increase in property taxes levied and franchise taxes received in the current year.

The decrease in developer contributions is related to the increase in other revenues in the current year.

The increase in general government expenses is primarily related to the increase in building permit expense, management services, and engineering fees.

**City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the City's capital assets as of September 30, 2021 and 2020.

Description	Governmental Activities	
	2021	2020
Land improvements	\$ 976,400	\$ 976,400
Equipment	44,810	39,646
Less: accumulated depreciation	(22,538)	(14,537)
Total Capital Assets, Net	\$ 998,672	\$ 1,001,509

The activity for the year was depreciation of \$8,001 and additions to equipment of \$5,164.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily because contingency and reserve expenditures were lower than anticipated.

The September 30, 2021 budget was not amended.

Economic Factors and Next Year's Budget

The City will continue to develop in 2022 and therefore, it is expected revenues and expenditures will increase as the City expands.

Request for Information

The financial report is designed to provide a general overview of the City's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City of Westlake, Florida, Inframark Infrastructure Management Services, 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

City of Westlake, Florida
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 4,877,476
Accounts receivable	46,808
Property taxes receivable	28,412
Assessments receivable	47,612
Due from developer	354,000
Prepaid expenses	529
Deposits	641
Mortgages receivable	385,722
Total Current Assets	5,741,200
Non-current Assets	
Capital Assets	
Land	976,400
Equipment	44,810
Less: accumulated depreciation	(22,538)
Total Non-current Assets	998,672
Total Assets	6,739,872
LIABILITIES	
Current Liabilities:	
Accounts payable and accrued expenses	311,266
Due to other governments	378,412
Lease payable	8,499
Unearned revenues	237,922
Total Current Liabilities	936,099
Non-current Liabilities	
Lease payable	11,146
Total Liabilities	947,245
NET POSITION	
Net investment in capital assets	979,027
Unrestricted	4,813,600
Total Net Position	\$ 5,792,627

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Governmental Activities
Governmental Activities:				
General government	\$ (3,545,861)	\$ 2,923,774	\$ 540,000	\$ (82,087)
Public safety	(651,060)	1,456,494	-	805,434
Physical environment	(473,546)	1,059,375	-	585,829
Interest and other charges	(2,585)	-	-	(2,585)
Total Governmental Activities	<u>\$ (4,673,052)</u>	<u>\$ 5,439,643</u>	<u>\$ 540,000</u>	<u>1,306,591</u>
General Revenues:				
Taxes				
Property taxes levied for general purposes				1,087,432
Communication taxes				28,638
Franchise taxes				365,988
Intergovernmental revenues				362,368
Investment earnings				4,894
Miscellaneous revenues				35,456
Total General Revenues				<u>1,884,776</u>
Change in Net Position				3,191,367
Net Position - October 1, 2020				<u>2,601,260</u>
Net Position - September 30, 2021				<u>\$ 5,792,627</u>

See accompanying note to financial statements.

City of Westlake, Florida
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2021

	General Fund	Special Revenue Funds		Total Governmental Funds
		Housing Assistance	Comprehensive Planning	
ASSETS				
Cash and cash equivalents	\$ 2,727,113	\$ 2,150,363	\$ -	\$ 4,877,476
Accounts receivable	1,044	-	45,764	46,808
Property taxes receivable	28,412	-	-	28,412
Assessments receivable	47,612	-	-	47,612
Due from other funds	273	-	1,929,877	1,930,150
Due from developer	330,000	24,000	-	354,000
Prepaid expenses	529	-	-	529
Deposits	641	-	-	641
Mortgages receivable	-	385,722	-	385,722
Total Assets	<u>\$ 3,135,624</u>	<u>\$ 2,560,085</u>	<u>\$ 1,975,641</u>	<u>\$ 7,671,350</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued expenses	\$ 89,858	\$ -	\$ 221,408	\$ 311,266
Due to other funds	1,929,877	273	-	1,930,150
Unearned revenues	135,311	-	102,611	237,922
Due to other governments	378,412	-	-	378,412
Total Liabilities	<u>2,533,458</u>	<u>273</u>	<u>324,019</u>	<u>2,857,750</u>
Deferred Inflows of Resources				
Unavailable revenues	46,869	-	-	46,869
Fund balance:				
Nonspendable - prepaids/deposits	1,170	-	-	1,170
Assigned - loan program/planning	-	2,559,812	1,651,622	4,211,434
Unassigned	554,127	-	-	554,127
Total Fund Balance	<u>555,297</u>	<u>2,559,812</u>	<u>1,651,622</u>	<u>4,766,731</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances				
	<u>\$ 3,135,624</u>	<u>\$ 2,560,085</u>	<u>\$ 1,975,641</u>	<u>\$ 7,671,350</u>

See accompanying notes to financial statements.

City of Westlake, Florida
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021

Total Governmental Fund Balances	\$ 4,766,731
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, \$976,400, and equipment, \$44,810, net of accumulated depreciation, \$(22,538) used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	998,672
Unavaialbe revenues are recognized as deferred inflows of resources at the fund level, however, revenues are recognized as earned at the government-wide level.	46,869
Long-term liabilities, including leases payable, are not due and payable in the current period and therefore, are not reported at the fund level.	<u>(19,645)</u>
Net Position of Governmental Activities	<u><u>\$ 5,792,627</u></u>

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	General Fund	Special Revenue Funds		Total Governmental Funds
		Housing Assistance	Comprehensive Planning	
Revenues				
Taxes				
Property	\$ 1,087,432	\$ -	\$ -	\$ 1,087,432
Communication	28,638	-	-	28,638
Licenses and permits	125,643	-	3,841,467	3,967,110
Franchise fees	365,988	-	-	365,988
Intergovernmental revenues	362,368	-	-	362,368
Charges for services	250,643	1,173,722	-	1,424,365
Fines and forfeitures	1,299	-	-	1,299
Developer contributions	540,000	-	-	540,000
Investment earnings	1,192	3,702	-	4,894
Miscellaneous revenues	35,456	-	-	35,456
Total Revenues	2,798,659	1,177,424	3,841,467	7,817,550
Expenditures				
Current:				
General government	1,306,942	41,073	2,189,845	3,537,860
Public safety	651,060	-	-	651,060
Physical environment	473,546	-	-	473,546
Capital outlay	5,164	-	-	5,164
Debt Service				
Principal	7,629	-	-	7,629
Interest	2,585	-	-	2,585
Total Expenditures	2,446,926	41,073	2,189,845	4,677,844
 Net change in fund balances	 351,733	 1,136,351	 1,651,622	 3,139,706
 Fund Balances - October 1, 2020	 203,564	 1,423,461	 -	 1,627,025
 Fund Balances - September 30, 2021	 \$ 555,297	 \$ 2,559,812	 \$ 1,651,622	 \$ 4,766,731

See accompanying notes to financial statements.

City of Westlake, Florida
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$ 3,139,706
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that depreciation, \$(8,001), exceeded capital outlay, \$5,164, in the current year.	(2,837)
At the fund level, unavailable revenues are recognized as deferred inflows of resources, however, revenues are recognized when earned at the government-wide level. This is the change in unavailable revenues in the current year.	46,869
Repayments of lease principal are expenditures in the governmental funds, but the repayments reduce long-term liabilities in the Statement of Net Position.	<u>7,629</u>
Change in Net Position of Governmental Activities	<u><u>\$ 3,191,367</u></u>

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND
For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Taxes				
Property	\$ 1,117,967	\$ 1,117,967	\$ 1,087,432	\$ (30,535)
Gas	100	100	-	(100)
Communications	17,800	17,800	28,638	10,838
Licenses and permits	33,500	33,500	125,643	92,143
Impact fees	45,500	45,500	-	(45,500)
Franchise fees	316,200	316,200	365,988	49,788
Intergovernmental revenues	-	-	362,368	362,368
Charges for services	-	-	250,643	250,643
Fines and forfeitures	-	-	1,299	1,299
Developer contributions	1,512,933	1,512,933	540,000	(972,933)
Investment earnings	-	-	1,192	1,192
Miscellaneous revenues	4,700	4,700	35,456	30,756
Total Revenues	<u>3,048,700</u>	<u>3,048,700</u>	<u>2,798,659</u>	<u>(250,041)</u>
Expenditures				
Current:				
General government	2,281,500	2,281,500	1,306,942	974,558
Public safety	662,000	662,000	651,060	10,940
Physical environment	95,000	95,000	473,546	(378,546)
Capital outlay	-	-	5,164	(5,164)
Debt Service				
Principal	7,600	7,600	7,629	(29)
Interest	2,600	2,600	2,585	15
Total Expenditures	<u>3,048,700</u>	<u>3,048,700</u>	<u>2,446,926</u>	<u>601,774</u>
Net change in fund balances	-	-	351,733	351,733
Fund Balances - October 1, 2020	<u>-</u>	<u>-</u>	<u>203,564</u>	<u>203,564</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 555,297</u>	<u>\$ 555,297</u>

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
SPECIAL REVENUE FUND - HOUSING ASSISTANCE
For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Charges for services	\$ 150,000	\$ 150,000	\$1,173,722	\$ 1,023,722
Investment earnings	-	-	3,702	3,702
Total Revenues	<u>150,000</u>	<u>150,000</u>	<u>1,177,424</u>	<u>1,027,424</u>
Expenditures				
Current:				
General government	<u>150,000</u>	<u>150,000</u>	<u>41,073</u>	<u>108,927</u>
Net change in fund balances	-	-	1,136,351	1,136,351
Fund Balances - October 1, 2020	<u>1,226,709</u>	<u>1,226,709</u>	<u>1,423,461</u>	<u>196,752</u>
Fund Balances - September 30, 2021	<u><u>\$1,226,709</u></u>	<u><u>\$1,226,709</u></u>	<u><u>\$2,559,812</u></u>	<u><u>\$ 1,333,103</u></u>

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING
For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Licenses and permits	<u>\$2,071,100</u>	<u>\$2,071,100</u>	<u>\$3,841,467</u>	<u>\$ 1,770,367</u>
Expenditures				
Current:				
General government	<u>2,071,100</u>	<u>2,071,100</u>	<u>2,189,845</u>	<u>(118,745)</u>
Net change in fund balances	<u>-</u>	<u>-</u>	<u>1,651,622</u>	<u>1,651,622</u>
Fund Balances - October 1, 2020	<u>-</u>	<u>1,226,709</u>	<u>-</u>	<u>(1,226,709)</u>
Fund Balances - September 30, 2021	<u><u>\$ -</u></u>	<u><u>\$1,226,709</u></u>	<u><u>\$1,651,622</u></u>	<u><u>\$ 424,913</u></u>

See accompanying notes to financial statements.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Westlake, Florida (the “City”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City’s more significant accounting policies are described below.

1. Reporting Entity

The City was incorporated on June 20, 2016 under the authority of Chapter 165, Florida Statutes. The City has a Council-Manager form of government and operates under the City of Westlake Charter. The governing body of the City is the City Council, which is comprised of a Mayor and four council members, the first City Council serves until the first election in March 2020. In the March 2020 election, seats 1 and 3 were elected to a four-year term. In March 2022, the Mayor and seats 2 and 4 will be elected to a four-year term.

As required by GAAP, these financial statements present the City of Westlake, Florida (the primary government) as a stand-alone government. The reporting entity for the City includes all functions of government in which the City Council exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the City has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include separate columns for the governmental and business-type activities of the primary government.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements (Continued)

Governmental activities normally are supported by charges for services and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

b. Fund Financial Statements

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

The City classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The City has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Assigned Fund Balance – This classification consists of the City Councils' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the City's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned Fund Balance is considered to be utilized first.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current year or soon thereafter to pay liabilities of the current year. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal year.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal year is considered to be an accrual item and so has been recognized as revenue of the current fiscal year.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current position. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a year.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current position, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

3. Basis of Presentation

Governmental Major Funds

General Fund – The General Fund is the City’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Special Revenue Funds – The Special Revenue Fund accounts for the housing assistance program and the comprehensive planning services of the City.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The City is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories; and
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

The City had no investments during the current year.

b. Capital Assets

The City defines capital assets as assets with an initial cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis is historical cost or estimated historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Equipment	5 years
-----------	---------

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

c. Mortgages Receivable

The City holds non-interest bearing second mortgages on homes within the City as part of the Housing Assistance Purchase Program. No payments are received for second mortgages. Instead, second mortgages held by the City are forgiven annually at the rate of 5% to 10% of the loan amount.

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 166, Florida Statutes. The City utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its general fund. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general fund. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet and statement of net position as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned. The investment policy of the City follows the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the City's bank balance was \$4,880,389 and the carrying value was \$4,877,476. The City controls its exposure to custodial credit risk because it maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

The City's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes.

Interest Rate Risk

The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Credit Risk

The City's investments in treasury funds, commercial paper, and government loans are limited by state statutory requirements and bond compliance. The City has no investment policy that would further limit its investment choices.

Concentration of Credit Risk

The City places no limit on the amount it may invest in any one issuer.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the year then ended. The City considers any decline in fair value for certain investments to be temporary. In addition, the City has the ability to hold investments that have fair values less than cost until maturity.

The City did not hold any investments as of September 30, 2021.

NOTE C – LOANS RECEIVABLE

The activity of loans receivable is as follows:

Beginning balance, October 1, 2020	\$	129,146
Mortgages issued		280,000
Amortized forgiveness of mortgages		(23,424)
Ending Balance, September 30, 2021	\$	385,722

NOTE D – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Governmental Activities:</u>				
Capital assets, not being depreciated				
Land and improvements	\$ 976,400	\$ -	\$ -	\$ 976,400
Capital assets, being depreciated				
Equipment	39,646	5,164	-	44,810
Less accumulated depreciation for:				
Equipment	(14,537)	(8,001)	-	(22,538)
Capital Assets Being Depreciated, Net	25,109	(2,837)	-	22,272
Governmental Activities Capital Assets	\$ 1,001,509	\$ (2,837)	\$ -	\$ 998,672

Current year depreciation of \$8,001 was charged to general government.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE E – CAPITAL LEASE

The City entered into a lease agreement for software during the year ended September 30, 2019. The lease agreement qualifies as capital lease for accounting purposes, and therefore, have been recorded at the present value of future minimum lease payment as of the lease inception date. The first lease commenced in December 2018 for a term of 60 months. As of September 30, 2021, the City held equipment under capital lease of \$39,646, with accumulated depreciation of \$22,466. Depreciation of capital assets under capital leases is included in general government.

The future minimum lease payments and net present value of minimum lease payments at September 30, 2021 were as follows:

<u>Year Ending</u> <u>September 30,</u>	<u>Amount</u>
2022	\$ 10,214
2023	10,214
2024	1,703
Total minimum lease payments	22,131
Less: amount representing interest	(2,486)
Present value of minimum lease payments	<u>\$ 19,645</u>

NOTE F – INTERFUND BALANCES

Interfund balances at September 30, 2021, consisted of the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>		
	<u>General Fund</u>	<u>Special Revenue Fund Housing Assistance</u>	<u>Total</u>
General Fund	\$ -	\$ 273	\$ 273
Special Revenue Fund:			
Comprehensive Planning	1,929,877	-	1,929,877
Total	<u>\$ 1,929,877</u>	<u>\$ 273</u>	<u>\$ 1,930,150</u>

Interfund balances are due to receipts and disbursement collected and paid by one fund on behalf of another fund and were not repaid as of year-end.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE G – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The City has not filed any claims under this commercial coverage during the last three years.

NOTE H – RELATED PARTY TRANSACTION

In August 2016, the City entered into a lease agreement with the Developer for the use of certain facilities within the City. The City agreed to pay the Developer \$500 per year for a lease term of five years with the option to renew for additional terms.

NOTE I – OPERATING LEASES

The City entered into multiple lease agreement for copier machines. The lease terms range from 36 to 51 months and \$21,051 was recognized as an expense in 2021. The future minimum payments on the lease are as follows:

<u>Year Ending</u> <u>September 30,</u>	<u>Payments</u>
2022	\$ 20,420
2023	3,202
Total	<u>\$ 23,622</u>



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Westlake, Florida (the "City"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated June 13, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Honorable Mayor and Members of the City Council
City of Westlake, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 13, 2022



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Westlake, Florida as of and for the year ended September 30, 2021, and have issued our report thereon dated June 13, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 13, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not City of Westlake, Florida has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City of Westlake, Florida did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

To the Honorable Mayor and Members of the City Council
City of Westlake, Florida

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for City of Westlake, Florida. It is management's responsibility to monitor the City of Westlake, Florida's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did note the following finding.

Finding 2021 – 01

Finding: The actual expenditures of the Comprehensive Planning Special Revenue Fund exceeded the approved budgeted amounts in violation of Section 166.241 (2), Florida Statutes.

Recommendation: The City should monitor expenditures in future years to ensure that actual expenditures do not exceed the budget.

Management Response: Expenditures will be monitored in future years to ensure budget compliance.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor and Members of the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 13, 2022



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors
City of Westlake, Florida

We have examined City of Westlake, Florida's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for City of Westlake, Florida's compliance with those requirements. Our responsibility is to express an opinion on City of Westlake, Florida's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about City of Westlake, Florida's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on City of Westlake, Florida's compliance with the specified requirements.

In our opinion, City of Westlake, Florida complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 13, 2022

File Attachments for Item:

C. Florida Public Utilities - Franchise Agreement

Submitted By: City Manager

RESOLUTION NO. 2022-24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

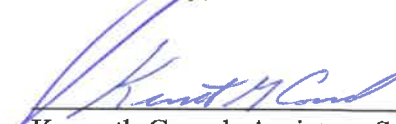
1. The recitals set forth above are adopted by the Board as the findings of SID and are incorporated herein.

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

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



Scott Massey, President



Kenneth Cassel, Assistant Secretary

Approved as to Form:



District Attorney

EXHIBIT "A"

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

ORDINANCE NO. 2022-

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

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

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

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

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

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

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

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

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

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

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

- T. “Seminole Improvement District”, “District,” and “SID” shall mean the independent improvement district created and existing pursuant to Chapter 2000-431, Laws of Florida which geographical boundaries that are co-terminus with the City’s boundaries.
 - U. “SID Engineer” means the Person appointed, hired or otherwise designated or charged by SID to perform professional and technical engineering duties for SID which may include, by example, performing supervisory and administrative duties in planning and coordinating the operation of engineering services on behalf of SID.
 - V. “SID Manager” means the Person appointed, hired or otherwise designated or charged by SID to implement district policy and/or otherwise serve as the administrator for the district in connection with day-to-day functions, or, in the absence of such individual, the district’s governing body.
 - W. “Utility Easement” means those private, non-exclusive easements held by the Seminole Improvement District over which the District holds the power to grant utility providers the ability to use its easements in the District’s sole discretion.
2. **Grant of Authority.** City hereby grants to the Company the non-exclusive franchise for the provision of natural gas service within the City Limits.
 3. **Term.** This Franchise Agreement shall take effect and be in force from and after the first day of the month following the final passage of this Franchise Agreement, as required by applicable law, and upon filing of the acceptance by the Company with the City Clerk (the “Effective Date”). Except as provided in Section 4 herein, the Franchise hereby granted by the City to the Company shall be thirty (30) years from the Effective Date (the “Initial Term”). Unless either party provides notice in writing in compliance with Section 19 hereof to the other party at least thirty (30) days prior to the expiration of the Initial Term, upon expiration of the Initial Term, this Franchise Agreement shall continue on the same terms then in effect at the expiration of the Initial Term on a month-to-month basis.
 4. **Termination by the City.** In the event that the Company commits a material breach of any of the material covenants, terms, and conditions of this Franchise Agreement, the City may terminate this Franchise Agreement; if the City shall have served the Company with a written notice pursuant to Section 19 herein, setting forth in reasonable detail all matters pertinent to such material violation or default, and the Company shall have failed within sixty (60) days after service of such notice or such longer period of time as may be reasonably necessary to present a plan to the City to effect such cure pursuant to such plan within a reasonable period of time after the City’s approval of

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

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

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

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

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

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

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

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

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

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

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

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

14. Reciprocal Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with a copy to:

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

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

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

INTRODUCED on first reading this _____ day of _____, 2022.

PASSED on second reading this _____ day of _____, 2022.

CITY OF WESTLAKE FLORIDA

JOHN PAUL O’CONNOR, MAYOR

ATTEST:

ZOIE BURGESS, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

UNCONDITIONAL ACCEPTANCE BY THE COMPANY

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

Florida Public Utilities Company

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2022.
Notary Public in and for the State of Florida
My commission expires _____

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

Name: _____ Title: _____

EXHIBIT "B"

**Tri-Party Grant Agreement Among City of Westlake, the Seminole Improvement District,
and Florida Public Utilities Company Related To Permitting of Facilities Per City Fran-
chise Agreement,**

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

3. Service Delivery Agreement.

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

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

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

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

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

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

5. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(The remainder of page is intentionally left blank.)

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

ATTEST:

**CITY OF WESTLAKE, FLORIDA
BY ITS CITY COUNCIL**

By: _____
Clerk, Zoie P. Burgess, CMC

By: _____
John Paul O'Connor, Mayor

Dated: _____, 2022

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
City Attorney, _____

ATTEST:

SEMINOLE IMPROVEMENT DISTRICT

By: *Kent Massey*
AKA Secretary _____

By: *Scott Massey*
Scott Massey, President

Dated: *6/6/2022*, 2022

DISTRICT ATTORNEY
Approved as to form and legal sufficiency

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

FLORIDA PUBLIC UTILITIES COMPANY

By: _____
Name: _____
Title: _____

File Attachments for Item:

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

Submitted By: Finance

RESOLUTION 2022 - 15

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



Meeting Agenda Item Coversheet

MEETING DATE:		July 5, 2022	Submitted By: Finance	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Proposed Millage Rate for the Fiscal Year 2023 Ad Valorem Tax and a Date, Time and Place for the First Public Budget Hearing		
STAFF RECOMMENDATION: (MOTION READY)		Approval of Fiscal Year 2023 Tentative Millage Rate and Date of First Public Budget Hearing		
SUMMARY and/or JUSTIFICATION:		Florida Statute 200.065 (TRiM-Truth in Millage) requires all municipalities, within 35 days of receipt of the City's certification of taxable value, to advise the Property Appraiser of a tentative millage rate and a date of first budget hearing to be included in the TRiM notice sent to each taxpayer		
SELECT, if applicable	AGREEMENT:		BUDGET:	X
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	<ul style="list-style-type: none"> - Resolution 2022-15 - Proposed Budget for Fiscal Year 2023 			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) <u>Please keep text indented.</u></i>	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 20, 2023; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

1
2
3
4
5
6
7
8
9

10
11
12
13
14
15
16
17
18
19

20
21
22
23
24
25
26
27
28
29

30
31
32
33
34
35
36
37
38
39

CITY OF WESTLAKE

RESOLUTION NO. 2022-15

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

WHEREAS, the proposed budget has been prepared estimating expenses and revenues of the City of Westlake, Florida for Fiscal Year 2023, with detailed information, including revenues to be derived from sources other than ad valorem levy, and the City Manager has made recommendations as to the amount to be appropriated for the ensuing year; and

WHEREAS, the City Council has met and considered the recommendations of City staff relative to the proposed budget and the proposed millage rate to be levied to carry on the government of the City for the ensuing year; and

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

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

SECTION 2. The proposed operating millage rate necessary to be levied against ad valorem valuation of property subject to taxation in the City of Westlake, Florida to produce a sufficient sum which together with department and other revenues will be sufficient to pay for appropriations made in the preliminary budget for the fiscal year is hereby set at _____ mills.

SECTION 3. The proposed millage rate will be reflected in the Palm Beach County Appraiser TRIM Notice, which shall serve to notify all property owners of a public hearing to be held on the ____ day of September 2022 at ____pm for the purposes of hearing objections or criticisms of the tentative budget and millage to be presented at that time.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extend of such conflict.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

SECTION 6. 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.

SECTION 7. 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 July 2022.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, City Clerk

City of Westlake



FISCAL YEAR 2023

ANNUAL BUDGET

Table of Contents

	<u>Page</u>
Budget Calendar	1
Budget Summary	2
General Fund Summary	3
General Fund Revenue Summary	4
General Fund Revenue	6
General Fund Expenditure Summary	7
City Council	9
City Manager	10
City Clerk	11
City Attorney	12
Community Services	13
Other Departments	14
Special Revenue Fund Summary	15
Special Revenue Fund – Comprehensive Planning	16
Special Revenue Fund – Housing Assistance Program	17

City of Westlake

Budget Calendar - Fiscal Year 2023 Annual Budget

Key Dates	Activity / Tasks
By June 1	Receipt of Estimated Assessable Property Values
Fri July 1	Property Appraiser certifies the taxable values
Tues July 5	City of Westlake Regular Council Meeting – Preliminary Budget Presentation; Approve Tentative Millage Rate and date of first public hearing; Set assessment rate for solid waste collection.
Wed August 3	County School Board Budget 1st Hearing
Thu August 4	Deadline for submitting DR 420 to Property Appraiser & Tax Collector a) Include Proposed Millage Rate b) the current rollback rate c) The date, time, and meeting place of the tentative budget hearing
Tues August 9	City of Westlake Regular Council Meeting – Budget Presentation with Council changes
Mon August 22	City of Westlake Budget Workshop – As needed
Tues September 6	City of Westlake Regular Council Meeting – 1st Budget & Millage Rate Hearing; Assessment Rates for Solid Waste Collection
Wed September 7	County School Board Budget 2nd Hearing
Tue September 13	County Budget 1st Hearing
Thu September 15	Publish Notice of Budget Increase and Budget Summary in PB Post
Mon September 19	City of Westlake Special Council Meeting - 2nd and Final Budget Hearing
Tue September 20	County Budget 2nd Hearing
Thu September 22	Deadline to Send Adopted Millage Rate to Property Appraiser & Tax Collector
Wed October 19	Deadline to Certify Compliance with Florida Department of Revenue

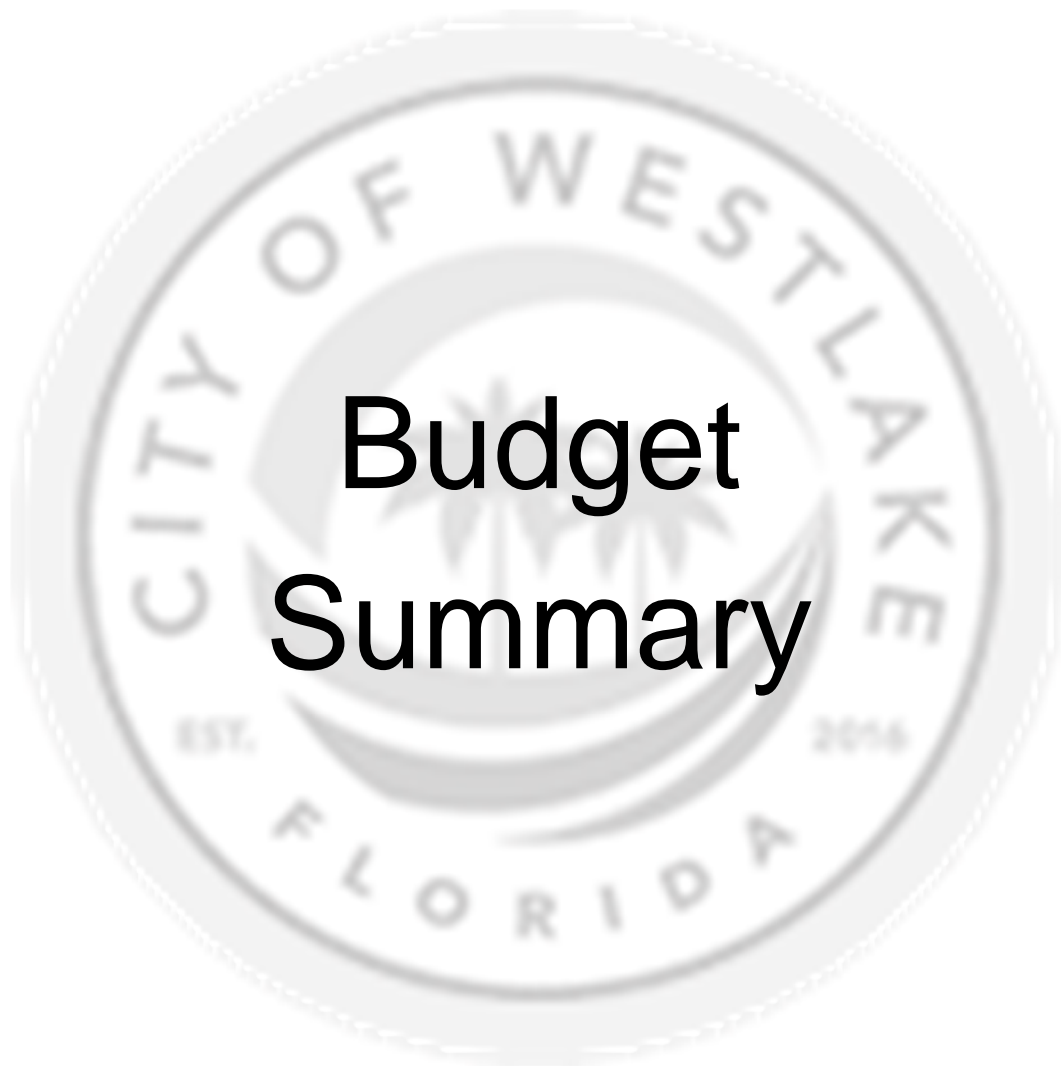
**

**

**

**

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



**City of Westlake
Fiscal Year 2023 Budget**

All Funds – Total Budget

Description	FY 2022			FY 2023		
	Amended Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
<u>FUNDING</u>						
Total Revenue	\$ 6,405,600	\$ 6,777,648	\$ 372,047	\$ 7,588,700	\$ 1,183,100	18.5%
Total Fund Bal. Use / (Addition)	-	(1,634,706)	(1,634,706)	-	-	NA
Total Funding	\$ 6,405,600	\$ 5,142,942	\$ (1,262,659)	\$ 7,588,700	\$ 1,183,100	18.5%
<u>EXPENDITURES</u>						
Personnel Expenditures	\$ 118,800	\$ 101,950	\$ 16,900	\$ 64,600	\$ (54,200)	-45.6%
Operating Expenditures	5,620,500	5,027,582	592,918	6,223,100	602,600	10.7%
Capital Expenditures	50,000	8,161	41,839	50,000	-	0.0%
Contingency	151,400	5,250	146,150	168,200	16,800	11.1%
Reserves	464,900	-	464,900	1,082,800	617,900	132.9%
Total Expenditures	\$ 6,405,600	\$ 5,142,943	\$ 1,262,707	\$ 7,588,700	\$ 1,183,100	18.5%



**City of Westlake
Fiscal Year 2023 Budget**

General Fund – Summary

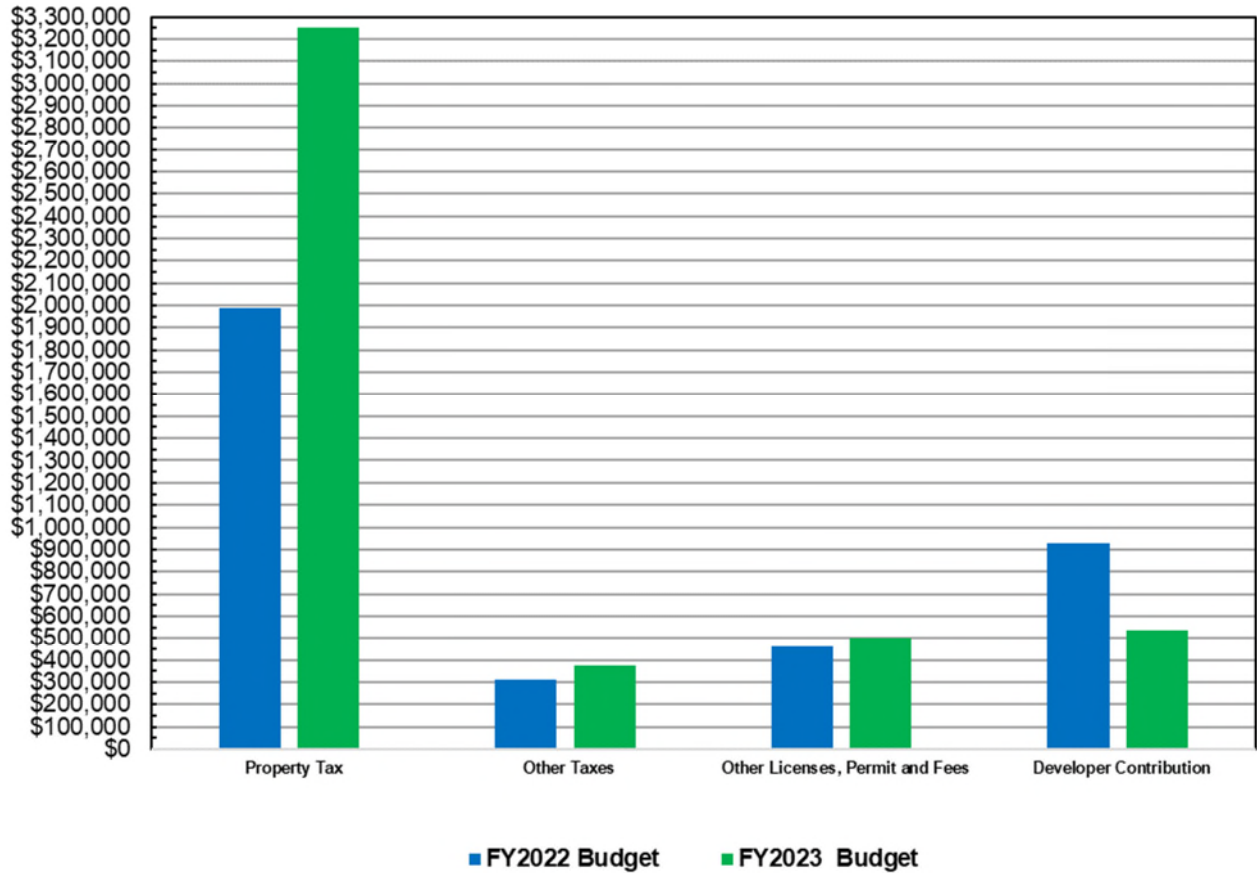
Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
FUNDING						
Total Revenue	\$ 3,693,400	\$ 3,011,877	\$ (681,524)	\$ 4,664,000	\$ 970,600	26.3%
Total Funding	\$ 3,693,400	\$ 3,011,877	\$ (681,524)	\$ 4,664,000	\$ 970,600	26.3%
EXPENDITURES						
Personnel Expense	\$ 118,800	\$ 101,950	\$ 16,850	\$ 64,600	\$ (54,200)	-45.6%
Operating Expense	2,908,300	2,577,976	330,324	3,298,400	390,100	13.4%
Capital Expenditures	50,000	8,161.00	41,839	50,000	-	0.0%
Contingency	151,400	5,250	146,150	168,200	16,800	11.1%
Reserves	464,900	-	464,900	1,082,800	617,900	132.9%
Total Expenditures	\$ 3,693,400	\$ 2,693,337	\$ 1,000,063	\$ 4,664,000	\$ 970,600	26.3%
AVAILABLE FUND BALANCE						
Opening Balance	\$ 555,296	\$ 555,296	\$ -	\$ 555,296	\$ -	0.0%
Closing Balance	\$ 555,296	\$ 555,296	\$ -	\$ 555,296	\$ -	0.0%
Closing Bal % Of Total Exp	15.0%	20.6%	5.6%	11.9%	0.0%	N/A

City of Westlake Fiscal Year 2023 Budget

General Fund – Source of Funds

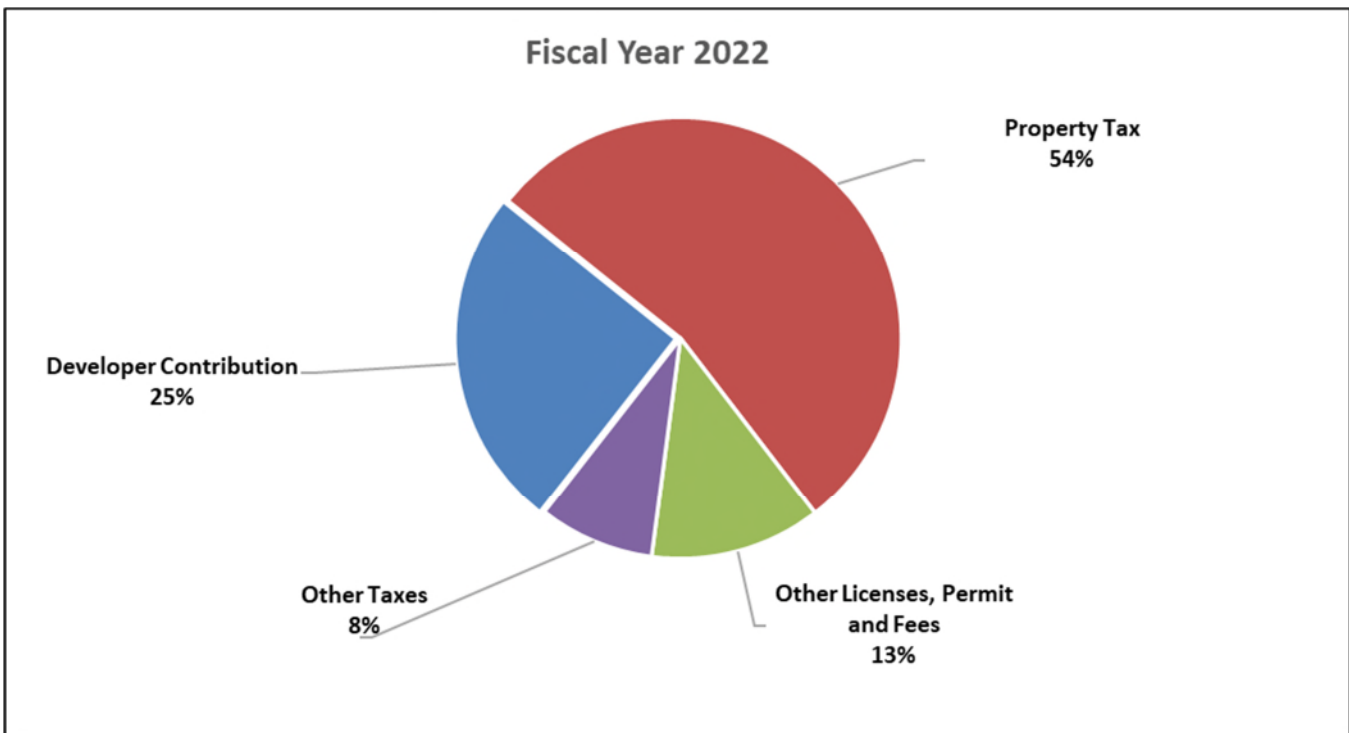
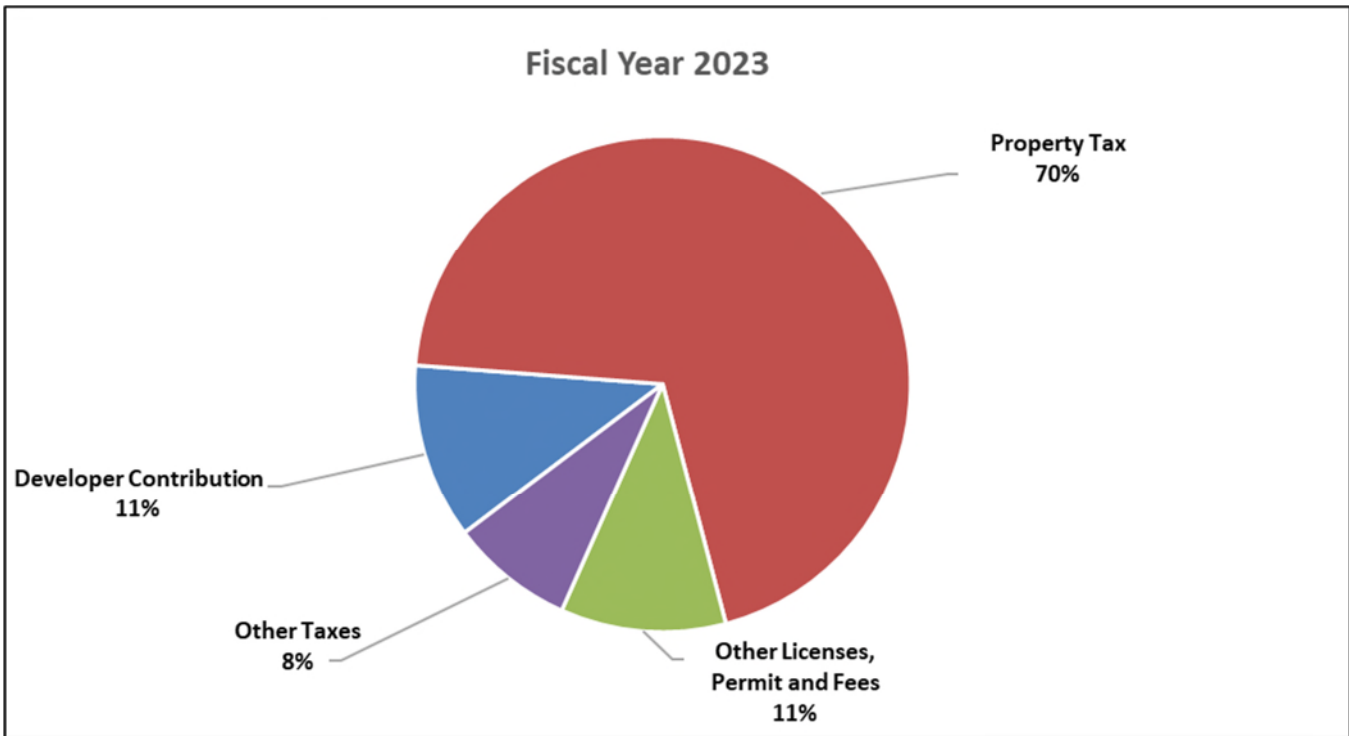
Description	FY 2022			FY 2023		
	Amended Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Property Tax	\$ 1,988,348	\$ 2,000,190	\$ 11,842	\$ 3,249,528	\$ 1,261,180	63.4%
Other Taxes	312,800	367,505	54,705	375,600	62,800	20.1%
Other Licenses, Permit and Fees	462,100	642,075	179,975	502,900	40,800	8.8%
Developer Contribution	930,152	-	(930,152)	535,972	(394,180)	-42.4%
Interest Income	-	2,107	2,107	-	-	NA
Total Source of Funds	\$ 3,693,400	\$ 3,011,877	\$ (681,524)	\$ 4,664,000	\$ 970,600	26.3%

FY2022 Budget vs. FY2023 Budget



City of Westlake Fiscal Year 2023 Budget

General Fund – Source of Funds



**City of Westlake
Fiscal Year 2023 Budget**

General Fund – Revenue Detail

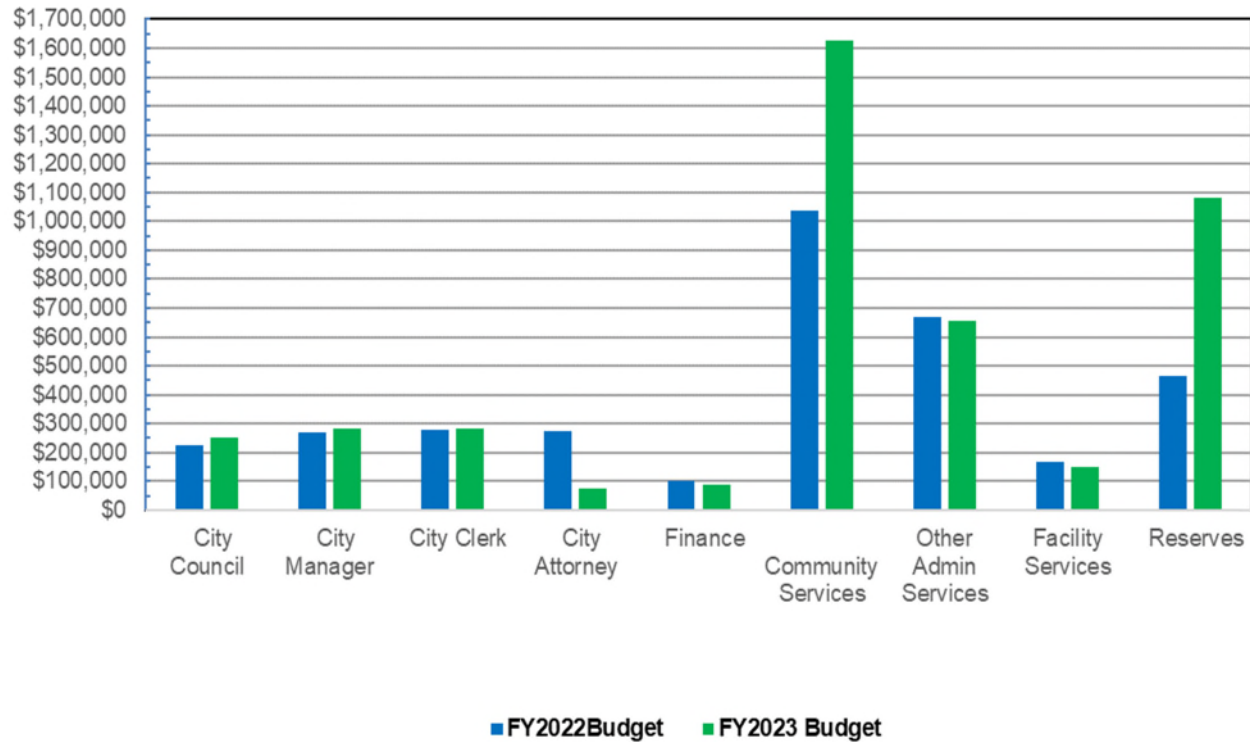
Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Property Tax								
Tax Receipts - Current Year	\$ 554,887	\$ 1,130,469	\$ 1,838,592	\$ 1,838,592	\$ -	\$ 3,114,404	\$ 1,275,812	69.4%
Tax Receipts - Discounts	(19,605)	(43,037)	(73,544)	(69,700)	3,844	(124,576)	(51,032)	69.4%
Special Assessments-Tax Collector	-	-	232,600	232,600	-	270,500	37,900	16.3%
Special Assmnts- Discounts	-	-	(9,300)	(1,302)	7,998	(10,800)	(1,500)	16.1%
Total - Property Tax	\$ 535,282	\$ 1,087,432	\$ 1,988,348	\$ 2,000,190	\$ 11,842	\$ 3,249,528	\$ 1,261,180	63.4%
Other Taxes								
Local Option Fuel Tax	138	-	-	-	-	-	-	NA
Municipal Revenue Sharing	864	7,167	17,200	12,635	(4,565)	17,200	-	0.0%
Local Discretionary Sales Tax	-	-	69,700	-	(69,700)	69,700	-	0.0%
Public Service Tax-Electricity	119,672	154,984	113,600	195,696	82,096	111,900	(1,700)	-1.5%
Public Service Tax-Water	20,755	45,776	41,500	60,122	18,622	72,100	30,600	73.7%
Public Service Tax-Gas	17,573	32,933	34,600	57,091	22,491	68,500	33,900	98.0%
Communications Svcs. Tax	15,190	28,638	36,200	41,961	5,761	36,200	-	0.0%
Total - Other Taxes	\$ 174,192	\$ 269,498	\$ 312,800	\$ 367,505	\$ 54,705	\$ 375,600	\$ 62,800	20.1%
Other Licenses, Permits and Fees								
FPL Franchise Fee	\$ 94,338	\$ 132,295	\$ 110,300	\$ 189,596	\$ 79,296	\$ 123,800	\$ 13,500	12.2%
Solid Waste Franchise Fee	-	-	-	12,653	12,653	15,200	15,200	NA
Occupational Licenses	6,060	6,135	6,100	15,320	9,220	6,100	-	0.0%
Building Reinspection Fees	24,550	-	-	-	-	-	-	NA
State Building Surcharge Admin.Fees	3,497	-	-	-	-	-	-	NA
FPL TUG Program Admin.Fee	49,500	-	-	-	-	-	-	NA
Solid Waste Disposal Fees	53,917	250,643	29,100	251,270	222,170	251,300	222,200	763.6%
County Impact Fee Admin.Fees	149,209	118,873	62,100	92,675	30,575	81,600	19,500	31.4%
County Solid Waste Admin.Fees	-	-	-	-	-	-	-	NA
Contractor Registration Fees	2,175	635	-	600	600	-	-	NA
Impact Fees	-	-	-	-	-	-	-	NA
Lien Search Fees	1,330	5,938	1,300	10,190	8,890	1,300	-	0.0%
Administrative Fees	-	-	245,400	12,908	(232,492)	12,900	(232,500)	-94.7%
Burgler Alarm Fees	2,438	5,393	2,400	5,561	3,161	2,400	-	0.0%
Federal Grants	-	362,368	-	-	-	-	-	NA
Event Sponsors	-	-	-	25,000	25,000	-	-	NA
Other Fees	7,508	18,257	5,400	26,302	20,902	8,300	2,900	53.7%
Total - Other Licenses, Permits and Fees	\$ 394,522	\$ 900,537	\$ 462,100	\$ 642,075	\$ 179,975	\$ 502,900	\$ 40,800	8.8%
Developer Contribution	\$ 625,000	\$ 540,000	\$ 930,152	\$ -	\$ (930,152)	\$ 535,972	\$ (394,180)	-42.4%
Interest Income								
Interest Income	\$ 28	\$ 698	\$ -	\$ 1,946	\$ 1,946	\$ -	\$ -	NA
Interest Income - Tax Collector	610	494	-	161	161	-	-	NA
Total - Interest Income	\$ 638	\$ 1,192	\$ -	\$ 2,107	\$ 2,107	\$ -	\$ -	NA
Total Revenue	\$ 3,921,070	\$ 2,798,659	\$ 3,693,400	\$ 3,011,877	\$ (681,524)	\$ 4,664,000	\$ 970,600	26.3%
Use / (Add't) Fund Balance	116,871	(351,733)	-	(318,540)	(318,540)	-	-	NA
Total Funding	\$ 4,037,941	\$ 2,446,926	\$ 3,693,400	\$ 2,693,337	\$(1,000,064)	\$ 4,664,000	\$ 970,600	20.8%

City of Westlake Fiscal Year 2023 Budget

General Fund – Expenditures by Function

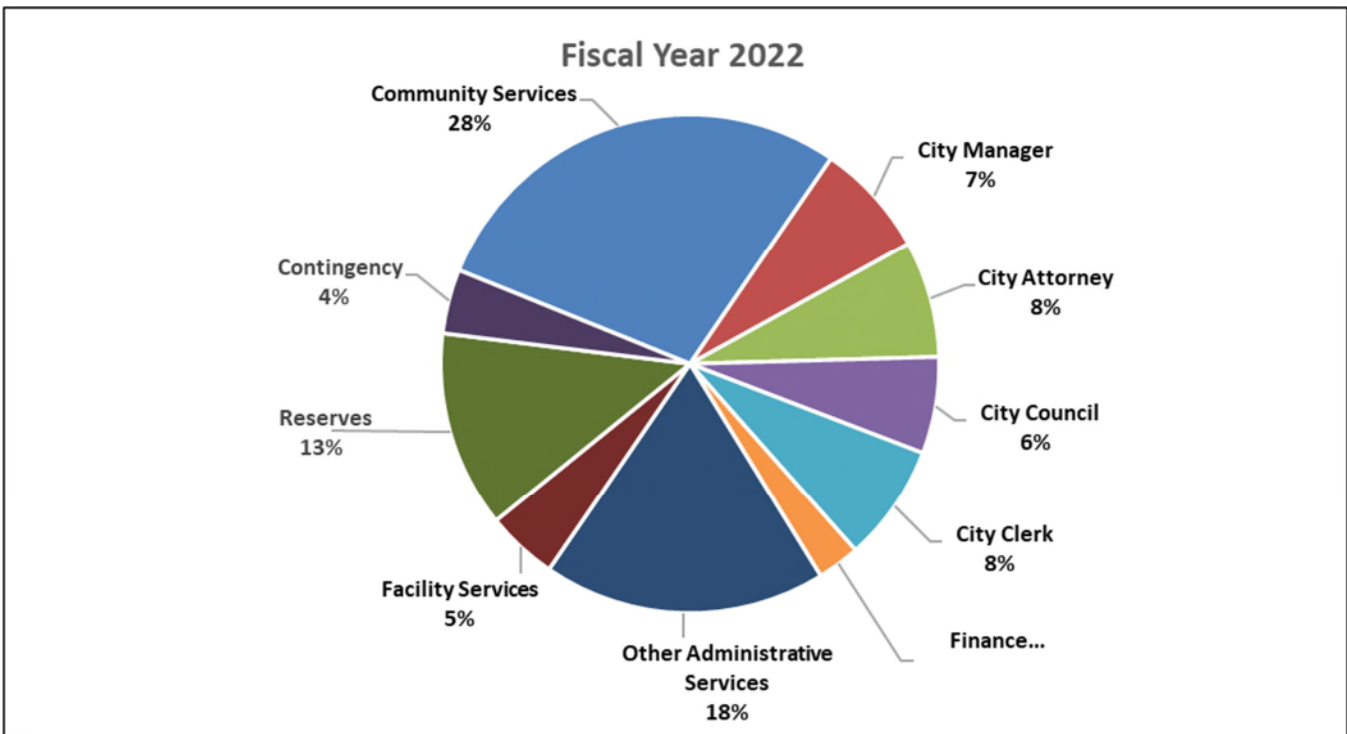
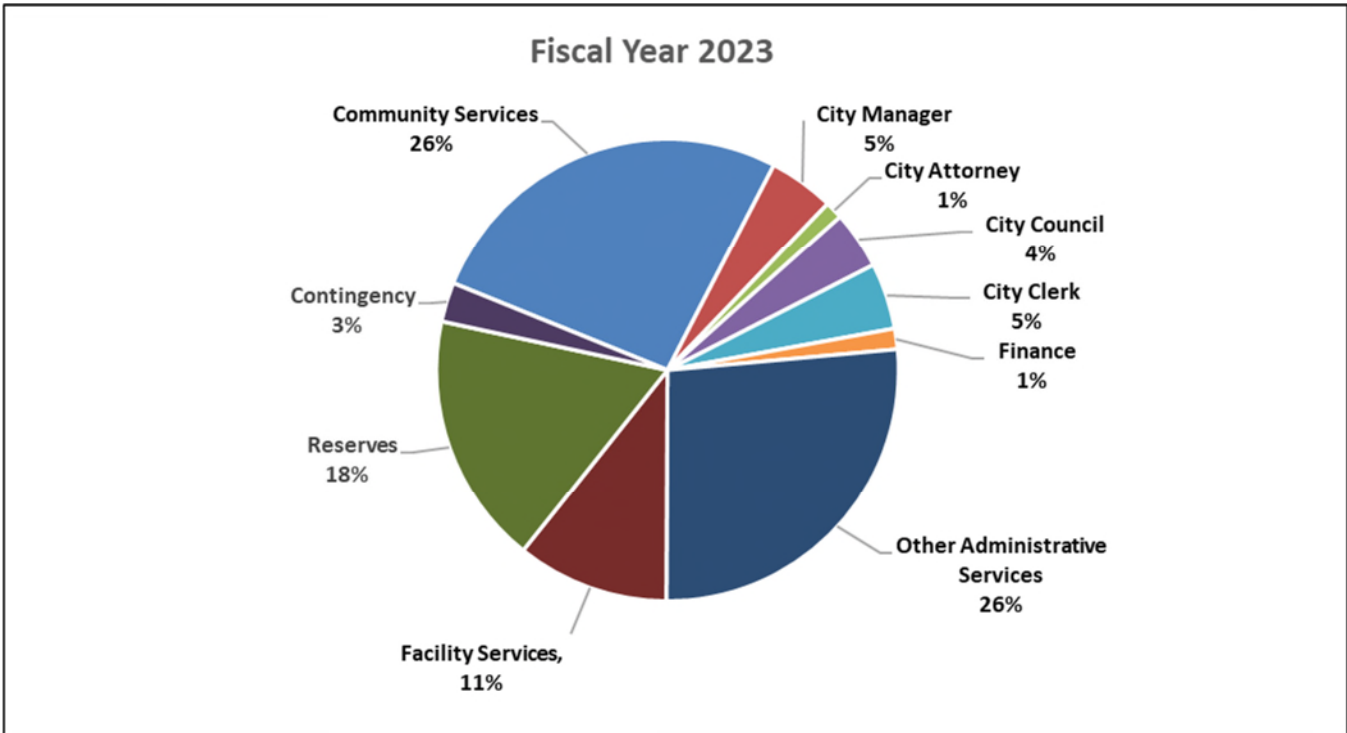
Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
City Council	\$ 227,400	\$ 184,367	\$ 43,033	\$ 249,900	\$ 22,500	9.9%
City Manager	270,700	215,578	55,122	281,000	10,300	3.8%
City Clerk	278,200	244,466	33,734	283,400	5,200	1.9%
City Attorney	275,000	76,205	198,795	76,200	(198,800)	-72.3%
Finance	100,800	85,919	14,882	88,400	(12,400)	-12.3%
Community Services	1,037,300	1,257,418	(220,118)	1,628,400	591,100	57.0%
Other Administrative Services	669,400	518,484	150,916	654,800	(14,600)	-2.2%
Facility Services	168,300	97,490	70,810	150,900	(17,400)	-10.3%
Contingency	151,400	13,411	137,989	168,200	16,800	11.1%
Reserves	464,900	-	464,900	1,082,800	617,900	132.9%
Total Expense	\$ 3,643,400	\$ 2,693,337	\$ 950,063	\$ 4,664,000	\$ 1,020,600	28.0%

FY2022 Budget vs. FY2023



City of Westlake Fiscal Year 2023 Budget

General Fund – Expenditures by Function



City of Westlake Fiscal Year 2023 Budget

General Fund – City Council Department

Summary

The form of government used by the City of Westlake is a Council-Manager form. The City Council shall conduct regular meetings, special meetings, adopt codes and ordinances, and approve the annual budget by September 30th each year by resolution.

Mission

To serve as the legislative body in accordance with the Charter and applicable statutes.

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr.(Decr.)
Personal Services								
Mayor/Council Stipend	\$ 175,200	\$ 146,400	\$ 110,400	\$ 94,733	\$ 15,667	\$ 60,000	\$ (50,400)	-45.7%
FICA	13,403	11,200	8,400	7,217	1,183	4,600	(3,800)	-45.2%
Total Personal Services	\$ 188,603	\$ 157,600	\$ 118,800	\$ 101,950	\$ 16,850	\$ 64,600	\$ (54,200)	-45.6%
Operating Expenses								
ProfServ-Legislative Expense	\$ -	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ 24,000	\$ -	0.0%
Telephone, Cable and Internet Service	-	-	-	1,057	(1,057)	1,100	1,100	N/A
Public Officials Insurance	3,500	4,025	4,400	3,125	1,275	3,800	(600)	-13.6%
City Events	-	-	63,800	63,800	-	140,000	76,200	119.4%
Election Fees	560	-	-	600	(600)	-	-	N/A
Council Expenses	8,068	6,855	15,000	12,414	2,586	15,000	-	0.0%
Dues, Licenses, Subscriptions	-	1,395	1,400	1,421	(21)	1,400	-	0.0%
Total Operating Expenses	\$ 12,128	\$ 12,275	\$ 108,600	\$ 82,417	\$ 26,183	\$ 185,300	\$ 76,200	70.6%
Total City Council	\$ 200,731	\$ 169,875	\$ 227,400	\$ 184,367	\$ 43,033	\$ 249,900	\$ 22,000	9.9%

City of Westlake Fiscal Year 2023 Budget

General Fund – City Manager Department

Summary

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

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

Mission

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

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./ (Decr.) Over Budget	% Budget Incr./ (Decr.)
Operating Expenses								
Contracts - City Manager	\$ 251,882	\$ 179,700	\$ 251,900	\$ 207,404	\$ 44,496	\$ 213,600	\$ (38,300)	-15.2%
Office Supplies	14,851	12,291	14,900	5,403	9,497	14,900	-	0.0%
Dues, Licenses, Subscriptions	5,032	3,677	3,900	2,771	1,129	2,500	(1,400)	-35.9%
Total Operating Expenses	\$ 271,765	\$ 195,668	\$ 270,700	\$ 215,578	\$ 55,122	\$ 231,000	\$ (39,700)	-14.7%
Capital Expenses								
Capital Outlay	-	5,164	50,000	8,161	41,839	50,000	-	0.0%
Total Capital Expenses	\$ -	\$ 5,164	\$ 50,000	\$ 8,161	\$ 41,839	\$ 50,000	\$ -	0.0%
Total City Manager	\$ 271,765	\$ 200,832	\$ 320,700	\$ 223,739	\$ 96,961	\$ 281,000	\$ (39,700)	-12.4%

City of Westlake Fiscal Year 2023 Budget

General Fund – City Clerk Department

Summary

The City Clerk reports to the City Manager and serves as a liaison between the City Council, City staff, the public, other local governing bodies, and governmental agencies at various levels. The City Clerk’s office renders unbiased and impartial service to all residents. The City Clerk is the official record keeper responsible for maintaining, preserving, and recording official actions, documents, and legislative history for the City and is responsible for ensuring the order, accessibility, and transparency of such records. The Clerk’s office is the local supervisor of elections for the City. The City Clerk administers the City’s website and other social media.

Mission

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

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

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr.(Decr.) Over Budget	% Budget Incr./ (Decr.)
Operating Expenses								
Website Support	\$ 14,641	\$ 10,600	\$ 10,600	\$ 8,254	\$ 2,346	\$ 8,200	\$ (2,400)	-22.6%
Contracts-City Clerk	123,764	125,100	206,000	206,000	-	212,200	6,200	3.0%
Postage and Freight	866	1,480	1,000	1,086	(86)	1,500	500	50.0%
Printing	7,047	2,423	19,400	3,314	16,086	14,800	(4,600)	-23.7%
Advertising	31,177	23,214	31,200	15,563	15,637	31,200	-	0.0%
Office Supplies	-	1,117	-	-	-	1,100	1,100	NA
Miscellaneous Services	1,094	1,311	-	-	-	1,300	1,300	NA
Dues, Licenses, Subscriptions	-	10,241	10,000	10,249	(249)	13,100	3,100	31.0%
Total City Clerk	\$ 178,589	\$ 175,486	\$ 278,200	\$ 244,466	\$ 33,734	\$ 283,400	\$ 5,200	1.9%

City of Westlake Fiscal Year 2023 Budget

General Fund – City Attorney

Summary

The City Attorney is a designated Charter Officer appointed by a majority vote of the City Council and serves at its pleasure. The City Attorney provides legal support and advice to the City Council, City Manager, Staff, and Advisory Boards on all legal matters affecting or involving the City. The City Attorney works with the City Manager drafting policies as requested by the City Council. The City Attorney provides services as outlined in the City Charter. The City Attorney is a contracted service.

Mission

To provide efficient, effective, and competent legal advice to the City Council, the City Manager and staff on legal matters and their impacts on the City of Westlake, including legislative and statutory changes.

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Operating Expenditures								
ProfServ-Legal Services	\$ 414,079	\$ 74,050	\$ 275,000	\$ 76,205	\$ 198,795	\$ 76,200	\$ (198,800)	-72.3%
ProfServ-Other Legal Charges	-	220,509	-	-	-	-	-	NA
Miscellaneous Services	199	180	-	-	-	-	-	NA
Outside Legal Services	23,970	-	-	-	-	-	-	NA
Miscellaneous Expenses	-	5,891	-	-	-	-	-	NA
Total City Attorney	\$ 438,248	\$ 300,630	\$ 275,000	\$ 76,205	\$ 198,795	\$ 76,200	\$ (198,800)	-72.3%

City of Westlake Fiscal Year 2023 Budget

General Fund – Community Services Department

Summary

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

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

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

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

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

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Operating Expenditures								
Contracts-Solid Waste	\$ 51,350	\$ 284,615	\$ 248,600	\$ 439,292	\$ (190,692)	\$ 495,700	\$ 247,100	99.4%
Contracts-Sheriff	650,451	651,060	656,500	650,003	6,497	949,500	293,000	44.6%
Electricity-Streetlighting	47,255	109,257	98,600	109,808	(11,208)	124,100	25,500	25.9%
R&M-Community Service	26,700	26,700	27,500	27,500	-	28,300	800	2.9%
Operating Supplies	6,121	52,974	6,100	30,815	(24,715)	30,800	24,700	404.9%
Total Community Services	\$ 781,877	\$ 1,124,606	\$ 1,037,300	\$ 1,257,418	\$ (220,118)	\$ 1,628,400	\$ 591,100	57.0%

**City of Westlake
Fiscal Year 2023 Budget**

General Fund – Other Departments

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Finance								
Auditing Services	\$ 5,250	\$ 5,250	\$ 5,300	\$ 5,250	\$ 50	\$ 5,300	\$ -	0.0%
Contracts - Finance	91,769	78,300	95,500	80,669	14,832	83,100	(12,400)	-13.0%
Total Finance	\$ 97,019	\$ 83,550	\$ 100,800	\$ 85,919	\$ 14,882	\$ 88,400	\$ (12,400)	-12.3%
Comprehensive Planning								
Engineering	\$ 352,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Planning & Zoning	240,146	-	-	-	-	-	-	NA
Building	999,480	-	-	-	-	-	-	NA
Total Comprehensive Planning	\$ 1,592,191	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Other Administrative Services								
ProfServ-Information Technology	\$ 164,744	\$ 163,295	\$ 195,100	\$ 206,241	\$ (11,141)	\$ 206,200	\$ 11,100	5.7%
ProfServ-Compliance Service	-	-	25,000	-	25,000	-	(25,000)	-100.0%
ProfServ-Consultants	9,625	-	-	-	-	-	-	NA
Contracts-Admin. Service	156,997	89,004	257,000	203,111	53,890	280,900	23,900	9.3%
Misc-Assessmnt Collection Cost	-	-	2,300	1,095	1,205	2,700	400	17.4%
Misc-Public Relations	1,244	12,000	75,000	43,650	31,350	75,000	-	0.0%
General Government	278	39,719	90,000	64,388	25,612	90,000	-	0.0%
Emergency Comm. Program	-	-	25,000	-	25,000	-	(25,000)	-100.0%
Total Community Services	\$ 332,888	\$ 304,018	\$ 669,400	\$ 518,484	\$ 150,916	\$ 654,800	\$ (14,600)	-2.2%
Facility Services								
Telephone, Cable and Internet Service	\$ 19,104	\$ 14,382	\$ 13,200	\$ 14,867	\$ (1,667)	\$ 15,900	\$ 2,700	20.5%
Lease - Building	500	500	86,700	500	86,200	86,700	-	0.0%
Lease-Copier	52,207	15,984	16,000	43,211	(27,211)	8,600	(7,400)	-46.3%
Insurance(Liab,Auto,Property)	3,620	4,088	4,500	4,088	412	4,900	400	8.9%
Miscellaneous Services	-	1,229	1,200	1,700	(500)	1,700	500	41.7%
Cleaning Services	36,497	31,481	36,500	22,924	13,576	22,900	(13,600)	-37.3%
Principal-Capital Lease Payments	6,848	7,629	8,500	8,500	-	9,500	1,000	11.8%
Interest-Capital Lease Payments	3,366	2,585	1,700	1,700	-	700	(1,000)	-58.8%
Total Facility Services	\$ 122,142	\$ 77,878	\$ 168,300	\$ 97,490	\$ 70,810	\$ 150,900	\$ (17,400)	-10.3%
Contingency	\$ 22,491	\$ 10,051	\$ 151,400	\$ 5,250	\$ 146,150	\$ 168,200	\$ 16,800	11.1%
Reserves								
1st Quarter Operating	\$ -	\$ -	\$ 264,900	\$ -	\$ 264,900	\$ 882,800	\$ 617,900	233.3%
Building	-	-	200,000	-	200,000	200,000	-	0.0%
Total Reserves	\$ -	\$ -	\$ 464,900	\$ -	\$ 464,900	\$ 1,082,800	\$ 617,900	132.9%
Total Other Departments	\$ 574,540	\$ 475,497	\$ 1,554,800	\$ 707,143	\$ 847,657	\$ 2,145,100	\$ 590,300	38.0%



**City of Westlake
Fiscal Year 2023 Budget**

Special Revenue Fund Summary

Description	FY 2022			FY 2023		
	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./ (Decr.)
<u>FUNDING</u>						
Revenue	\$ 2,712,200	\$ 3,765,771	\$ 1,053,571	\$ 2,924,700	\$ 212,500	7.8%
Addition to Fund Balance	-	(1,316,178)	(1,316,178)	-	-	NA
Total Funding	\$ 2,712,200	\$ 2,449,594	\$ (262,607)	\$ 2,924,700	\$ 212,500	7.8%
<u>EXPENDITURES</u>						
Expense	2,712,200	2,449,606	(262,595)	2,924,700	212,500	7.8%
Total Expenditures	\$ 2,712,200	\$ 2,449,606	\$ 262,595	\$ 2,924,700	\$ 212,500	7.8%

**City of Westlake
Fiscal Year 2023 Budget**

Special Revenue Fund Detail-Comprehensive Planning Services

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./ (Decr.) Over Budget	% Budget Incr./ (Decr.)
Revenue								
Building Permits	\$ -	\$ 2,768,424	\$ 1,561,100	\$ 1,899,423	\$ 338,323	\$ 1,784,000	\$ 222,900	14.3%
Reinspection Fees	-	58,850	24,600	3,825	(20,775)	-	(24,600)	-100.0%
Building Permits-Surcharge	-	25,718	3,500	6,386	2,886	17,600	14,100	402.9%
Other Building Permit Fees	-	86,700	30,000	72,300	42,300	30,000	-	0.0%
Building Permits-Admin Fee	-	168,254	87,900	139,785	51,885	115,400	27,500	31.3%
Engineering Permits	-	625,959	374,600	458,780	84,180	374,600	-	0.0%
Planning/Zoning Permits	-	107,562	301,700	279,705	(21,995)	299,600	(2,100)	-0.7%
Developer Contributions	-	-	25,000	-	(25,000)	-	(25,000)	-100.0%
Total Revenue	\$ -	\$ 3,841,467	\$ 2,408,400	\$ 2,860,203	\$ 451,803	\$ 2,621,200	\$ 212,800	8.8%
Expenditures								
ProfServ-Engineering	\$ -	\$ 308,531	\$ 352,600	\$ 342,666	\$ 9,934	\$ 352,600	\$ -	0.0%
ProfServ-Information Technology	-	32,221	170,900	90,110	80,791	170,900	-	0.0%
ProfServ-Legal Services	-	118,666	-	69,867	(69,867)	118,700	118,700	NA
ProfServ-Planning/Zoning Board	-	299,575	301,700	279,705	21,995	299,600	(2,100)	-0.7%
ProfServ-Compliance Service	-	-	-	-	-	100,000	100,000	NA
ProfServ-Consultants	-	4,325	22,000	-	22,000	22,000	-	0.0%
ProfServ-Building Permits	-	1,302,980	1,258,200	1,369,262	(111,062)	1,369,300	111,100	8.8%
Outside Legal Services	-	1,775	-	875	(875)	1,800	1,800	NA
Postage and Freight	-	19	-	-	-	-	-	NA
Telephone, Cable and Internet Service	-	1,140	1,100	4,358	(3,258)	4,400	3,300	300.0%
Lease - Building	-	-	43,400	-	43,400	43,400	-	0.0%
Lease - Copier	-	5,067	5,100	5,457	(357)	5,100	-	0.0%
Printing	-	2,165	1,800	240	1,560	2,200	400	22.2%
Miscellaneous Services	-	1,243	-	1,308	(1,308)	-	-	NA
Administration Fee	-	109,920	224,400	113,217	111,183	113,200	(111,200)	-49.6%
Office Supplies	-	2,218	2,200	1,308	892	2,200	-	0.0%
Cleaning Services	-	-	-	15,750	(15,750)	15,800	15,800	NA
Capital Improvements	-	-	25,000	-	25,000	-	(25,000)	-100.0%
Total Expenditures	\$ -	\$ 2,189,845	\$ 2,408,400	\$ 2,294,122	\$ 114,279	\$ 2,621,200	\$ 212,800	8.8%
Change in Fund Balance	-	1,651,622	-	566,082	(566,082)	-	-	NA
Beginning Fund Balance	-	-	1,651,622	1,651,622	-	2,217,704	566,082	34.3%
Ending Fund Balance	\$ -	\$ 1,651,622	1,651,622	2,217,704	(566,082)	2,217,704	566,082	34.3%

**City of Westlake
Fiscal Year 2023 Budget**

Special Revenue Fund Detail-Housing Assistance

Description	FY 2020	FY 2021	FY 2022			FY 2023		
	Actual	Actual	Adopted Budget	Forecast	Fav / (Unfav)	Budget	Incr./(Decr.) Over Budget	% Budget Incr./(Decr.)
Revenue								
Interest-Investments	\$ 6,775	\$ 3,703	\$ 3,800.00	\$ 3,540	\$ (260)	\$ 3,500	\$ (300)	-7.9%
Donations	736,863	1,173,722	300,000	902,028	602,028	300,000	-	0.0%
Total Revenue	\$ 743,638	\$ 1,177,425	\$ 303,800	\$ 905,568	\$ 601,768	\$ 303,500	\$ (300)	-0.1%
Expenditures								
Assistance Program	10,550	23,425	282,800	142,576	140,224	282,500	(300)	-0.1%
Administration Fee	-	17,649	21,000	12,908	8,092	21,000	-	0.0%
Total Expenditures	\$ 10,550	\$ 41,074	\$ 303,800	\$ 155,484	\$ 148,316	\$ 303,500	\$ (300)	-0.1%
Othe Financing Sources (Uses)								
Interest Income	-	-	-	12	(12)	-	-	NA
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ 12	\$ (12)	\$ -	\$ -	NA
Change in Fund Balance	\$ 733,088	\$ 1,136,351	\$ -	\$ 750,096	\$ (750,108)	\$ -	\$ -	NA
Beginning Fund Balance	\$ 690,372	\$ 1,423,460	\$ 2,559,811	\$ 2,559,811	\$ -	\$ 3,309,907	\$ 750,096	29.3%
Ending Fund Balance	\$ 1,423,460	\$ 2,559,811	\$ 2,559,811	\$ 3,309,907	\$ (750,096)	\$ 3,309,907	\$ 750,096	29.3%

File Attachments for Item:

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

Submitted By: Administration

RESOLUTION 2022-16

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



Meeting Agenda Item Coversheet

MEETING DATE:		July 5, 2022	Submitted By: Administration		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Resolution 2022-16 Levying the Annual Special Assessment for Residential Solid Waste Services for Fiscal Year 2022-23			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Resolution 2022-16 Levying the Annual Special Assessment for Residential Solid Waste Services for Fiscal Year 2022-23			
SUMMARY and/or JUSTIFICATION:		<p>The City currently provides residential solid waste services within the City through an agreement entered into on July 22, 2019 with Advanced Disposal Services/Solid Waste Southeast, Inc. The City commenced collecting funds for the costs for such services by levying an annual special assessment against residential property to be collected on the tax bill in Fiscal Year 2021-22, in lieu of direct (quarterly, monthly) billing.</p> <p>The proposed resolution, through provisions identified in Ordinance 2021-02, constitutes the Preliminary Assessment Resolution which levies a Residential Solid Waste Services Non-Ad Valorem Special Assessment for the Fiscal Year beginning October 1, 2022, and provides for a noticed public hearing to adopt the special assessment on September 6, 2022.</p>			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Resolution 2022-16 Appendix A – Estimated Residential Solid Waste Services Assessment Rate Schedule Appendix B – Form of Notice to be Published Appendix – C – Form of Mailed Notice			
SELECT, if applicable		RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>		RESOLUTION 2022-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE SERVICES IN THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE			

	DATE.	
FISCAL IMPACT <i>(if any):</i>		\$

CITY OF WESTLAKE

RESOLUTION NO. 2022- 16

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

WHEREAS, City of Westlake Ordinance No. 2021-02 , as adopted, provides the authority for the City to impose Residential Solid Waste Services Special Assessments against Residential property located within the City, and provides findings of special benefit to Residential property as a result of such services; and,

WHEREAS, the City has in place an Agreement with Advanced Disposal Services/Solid Waste Southeast, Inc., dated July 22, 2019 (hereinafter the "Contract"), pursuant to which the City provides Residential Solid Waste Services to, among others, all residential properties that receive Residential Solid Waste Services within the City; and,

WHEREAS, the City believes it is in the best interests of the residents and residential properties owners to collect funds for the costs of the City's Residential Solid Waste Services to all residential units that receive Residential Solid Waste Services by the City, through its Contract, through the levy and collection of a special assessment, as such will eliminate direct quarterly or monthly billing and charges to residents, permit the payment for the services on an annual basis along with property taxes and other special assessments, reduce the administrative costs of the Residential Solid Waste Collection Program to the City, and ensure that all properties that receive Residential Solid Waste Services from the City through the Contract pay for such so that no property is over-charged by virtue of the failure of other properties to pay for such; and,

WHEREAS, Residential Solid Waste Services provided by the City through its Contract as defined hereinafter provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; and,

WHEREAS, City Administration has reviewed the budget for Residential Solid Waste Services, for residential units that receive Residential Solid Waste Services by the City through the Contract, to ensure that the Residential Solid Waste Services Special Assessment meets the legal requirements for special benefit and fair apportionment; and,

WHEREAS, the City Council determines that it is fair and equitable to levy and collect a non-ad valorem special assessment to fund the Residential Solid Waste Services provided by the City through its Contract, consistent with the methodology and allocation as provided hereinafter.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Ordinance No. 2021-02 (the "Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE. This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance which initiates the process for developing the Residential Solid Waste Services Special Assessment Roll and directs the imposition of a Residential Solid Waste Services Special Assessment as described hereinafter, for the Fiscal Year beginning October 1, 2022. Its purpose is to provide procedures and standards for the levy and collection of a Residential Solid Waste Services Special Assessment for all Assessed Properties that receive Residential Solid Waste Services under the general home rule powers of a municipality to impose special assessments, and to authorize a procedure for the funding of Residential Solid Waste Services providing special benefits to Assessed Properties within the City.

SECTION 4. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Assessed Property" means Tax Parcels with an Improvement Code of Residential Property that contain Dwelling Units that have obtained Certificates of Occupancy from the City, and which receive Residential Solid Waste Services provided by the City

"Assessment Coordinator" means the person designated by the City to administer the City's Residential Solid Waste Services, or such person's designee.

"Contract" means that Agreement with Advanced Disposal Services/Solid Waste Southeast, Inc., dated July 22, 2019, as may be amended from time to time.

"Cost Apportionment" means the apportionment of the Residential Solid Waste Services Assessed Cost among all Assessed Properties that receive Residential Solid Waste Services pursuant to the apportionment methodology described in Section 8 of this Preliminary Assessment Resolution.

"Estimated Residential Solid Waste Services Special Assessment Rate Schedule" means that rate schedule attached hereto as Appendix "A" and hereby incorporated herein by reference, specifying the Residential Solid Waste Services Assessed Costs determined in Section 9 of this Preliminary Assessment Resolution and the estimated Residential Solid Waste Services Special Assessments established in Section 9 of this Preliminary Assessment Resolution.

"Improvement Codes" mean the building use codes (also known as DOR codes) assigned by the Property Appraiser to Tax Parcels within the City.

"Residential Property" means those Tax Parcels with a Code Description designated as Single-Family "Residential" within the Improvement Codes and those otherwise designated as "Residential" within the Improvement Codes that are Collection Units that receive curbside Residential Solid Waste Services by the City through the Contract.

"Tax Parcel" means a parcel of property located within the City to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

SECTION 5. PROVISION AND FUNDING OF RESIDENTIAL SOLID WASTE SERVICES.

(A) Upon the imposition of the Residential Solid Waste Services Special Assessment for Residential Solid Waste Services upon Assessed Property located within the City, the City shall provide Residential Solid Waste Services to such Assessed Property through the Contract. The cost to provide

such Residential Solid Waste Services to Assessed Properties, as described herein, shall be funded from the proceeds of the Residential Solid Waste Services Special Assessment.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of Residential Solid Waste Services in an amount not less than the Residential Solid Waste Services Special Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

SECTION 6. IMPOSITION AND COMPUTATION OF RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS. Residential Solid Waste Services Special Assessments shall be imposed against all Assessed Properties that receive Residential Solid Waste Services, as provided herein. The Cost Apportionment described herein is approved and adopted as the methodology to impose and compute the Residential Solid Waste Services Special Assessment.

SECTION 7. LEGISLATIVE DETERMINATIONS OF AUTHORITY, SPECIAL BENEFIT AND FAIR APPORTIONMENT. The City Council incorporates and adopts the legislative findings relating to the Residential Solid Waste Services within the Ordinance, and makes the following additional legislative findings.

7.1 Section 403.706(1), Florida Statutes, provides that the City is responsible to collect and transport solid waste from within its boundaries to a solid waste disposal facility.

7.2 To fulfill its obligations, the City entered into the Contract.

SPECIAL BENEFIT

7.3 The City provides Residential Solid Waste Services to the Assessed Properties through its Contract. All Assessed Properties receive Residential Solid Waste Services, and therefore are required to receive the City's Residential Solid Waste Services through the City's Contract.

7.4 The special benefit provided to the Assessed Properties as a result of the provision of Residential Solid Waste Services by the City through its Contract, and as a result of the Residential Solid

Waste Services Special Assessment include by way of example and not limitation, the availability and use of Residential Solid Waste Services by the owners and occupants of the Assessed Properties, the enhancement of environmentally responsible use and enjoyment of developed residential properties in the City, the protection of public health and safety, ensuring sanitary collection and disposal of solid waste from residential units in the City, a potential increase in value to property, and better service to landowners and tenants.

7.5 The City's provision of Residential Solid Waste Services through its Contract possesses a logical relationship to the use and enjoyment of the Assessed Properties by:

7.5.1 protecting and potentially increasing the value of the Assessed Properties by providing solid waste services;

7.5.2 enhancing the environmentally responsible use of residential land in the City;

7.5.3 protecting the health of intended occupants in the use and enjoyment of Assessed Properties by ensuring the proper collection and disposal of solid waste from the Assessed Properties;

7.6 Commercial properties, and multi-family residential properties in the City that do not receive curbside collection services, are not specially benefited by the City's Residential Solid Waste Services funded by the Residential Solid Waste Collection Special Assessment in that those properties receive volume-based Solid Waste Services. Given the fact that commercial properties, and residential properties with containerized collection services receive Solid Waste Services on a volume basis, it is not possible to determine the exact annual costs that can be apportioned to each property; therefore, it is not possible to ensure that an assessment levied upon these properties can be fairly apportioned. As a result, it is fair and reasonable not to levy a special assessment for the funding of residential Solid Waste Services upon those properties.

IMPOSITION AND COLLECTION

7.7 The Residential Solid Waste Services Special Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

7.8 The Residential Solid Waste Services Special Assessment imposed pursuant to this Resolution is imposed by the City Council of the City of Westlake, not the Palm Beach County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution, and pursuant to the City's agreements with such entities, shall be construed as ministerial.

7.9 So long as the Residential Solid Waste Services Special Assessment is levied, the Assessed Properties will no longer be billed directly by the City for the Residential Solid Waste Services they receive from the City through the Contract.

APPORTIONMENT

7.10 The size or the value of the Residential Property does not determine the scope of the required solid waste services. The potential demand for Residential Solid Waste Services is driven by the existence of a Residential unit.

7.11 Apportioning the Residential Solid Waste Assessed Costs for Residential Solid Waste Services attributable to Assessed Properties on a per Residential unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method.

7.12 Because commercial properties, and multi-family residential properties that are containerized collection do not benefit from the provision of Residential Solid Waste Services by the City through the Contract, the Residential Solid Waste Services Assessed Costs are not apportioned to those properties.

SECTION 8. COST APPORTIONMENT METHODOLOGY. The Contract provides for an annual charge to the Assessed Properties for the Residential Solid Waste Services provided by the City through its Contract. The Residential Solid Waste Services Assessed Costs include other costs associated with the Residential Solid Waste Collection Special Assessment, including a factor for early payment of tax bills, which are then allocated to the Assessed Properties in addition to the annual charge in the Contract to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Residential units on such Tax Parcel. For the Fiscal Year commencing October 1, 2022, the annual charge for Assessed Properties shall be 280.60 per Residential Unit, as reflected in Appendix "A."

Interim special assessments are authorized to be levied upon Assessed Properties at the time of issuance of certificates of occupancy by the City. The assessment amount due at the time of issuance of a certificate of occupancy shall be pro-rated on a monthly basis, and pursuant to a schedule created by the Assessment Coordinator and available in the building department. The interim assessment will also include the estimated assessment for the full following fiscal year in order to recover the costs of providing Residential Solid Waste Services to the Assessed Property until such time as the special assessment is placed on a future property tax bill. The Assessment Coordinator is authorized to address issues where an Interim Assessment is collected and an annual assessment is levied on a property tax bill for the same Dwelling Unit for the same period of time to ensure no overpayments for the Residential Solid Waste Services provided by the City.

SECTION 9. DETERMINATION OF RESIDENTIAL SOLID WASTE SERVICES ASSESSED COSTS; ESTABLISHMENT OF ANNUAL RESIDENTIAL SOLID WASTE SERVICES ASSESSMENT RATES.

(A) The Residential Solid Waste Collection Service Assessed Costs to be assessed and apportioned among Assessed Properties pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2022, is the amount determined in the manner described in Section 8 above. The Estimated Residential Solid Waste Services Special Assessment Rate Schedule is attached hereto as Appendix A. The approval of

the Estimated Residential Solid Waste Services Special Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Residential Solid Waste Services Assessed Costs.

(B) The estimated Residential Solid Waste Services Special Assessments specified in the Estimated Residential Solid Waste Services Special Assessment Rate Schedule are hereby established to fund the Residential Solid Waste Services Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2022.

(C) The estimated Residential Solid Waste Services Special Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Residential Solid Waste Services Special Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 10 of this Preliminary Assessment Resolution.

SECTION 10. ANNUAL RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, a Residential Solid Waste Services Special Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided in this Preliminary Assessment Resolution. The Assessment Coordinator shall apportion the estimated Residential Solid Waste Collection Service Assessed Cost to be recovered through Residential Solid Waste Services Special Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and the Residential Solid Waste Services Special Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Residential Solid Waste Services Special Assessment Roll proposed for the Fiscal Year commencing October 1, 2022 be in printed form if the amount of the Residential Solid Waste Services Special Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Residential Solid Waste Services Special Assessments for the City's Residential Solid Waste Services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Residential Solid Waste Services Assessed Cost among parcels of Assessed Property located within the City, as the methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the Residential Solid Waste Services provided by the City through its Contract.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m., on September 6, 2022, in City of Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida, 33470, at which time the City Council will receive and consider any comments on the Residential Solid Waste Services Special Assessment from the public and affected property owners and consider imposing the Residential Solid Waste Services Special Assessment and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The Assessment Coordinator shall publish notice of the public hearing authorized by Section 11 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than August 17, 2022, in substantially the form attached hereto as Appendix B.

SECTION 13. NOTICE BY MAIL. The Assessment Coordinator shall also ensure timely notice by mail, in the manner and time provided within the Ordinance. The notice shall be mailed no later than August 17, 2022, in substantially the form attached hereto as Appendix C.

SECTION 14. PROOF OF NOTICE. The Assessment Coordinator may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Residential Solid Waste Services Special Assessments will be utilized for the provision of Residential Solid Waste Services, facilities, and programs by the City, through its Contract, as described herein.

SECTION 16. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. 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.

SECTION 18. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this 5th day of July, 2022.

City of Westlake
JohnPaul O'Connor, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
City Attorney

APPENDIX A

**ESTIMATED RESIDENTIAL SOLID WASTE SERVICES
ASSESSMENT RATE SCHEDULE**

SECTION A-1 DETERMINATION OF RESIDENTIAL SOLID WASTE SERVICES ASSESSED COSTS. The estimated Residential Solid Waste Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2022, is \$358,326.20.

SECTION A-2 ESTIMATED RESIDENTIAL SOLID WASTE SERVICES ASSESSMENTS. The estimated Residential Solid Waste Services Special Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment Methodology to generate the estimated Residential Solid Waste Services Assessed Cost for the Fiscal Year commencing October 1, 2022, are hereby established as follows for the purpose of this Preliminary Assessment Resolution:

\$ 280.60 PER RESIDENTIAL UNIT

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To be published no later than August 17, 2022

INSERT MAP OF CITY

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of the City of Westlake will conduct a public hearing to consider imposing Residential Solid Waste Services Special Assessments upon Residential Units that receive Residential Solid Waste Services, for the provision by the City of Residential Solid Waste Services to such properties within the City of Westlake.

The hearing will be held at 6:00 p.m., on September 6, 2022, in City of Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, City of Westlake, Florida, 33470 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Clerk of the City at (561) 530-5880, at least seven days prior to the date of the hearing.

The assessment for each parcel of residential property that receives Residential Solid Waste Services from the City will be based upon the total number of Residential units attributed to that parcel. The annual assessment shall be \$280.60 per Residential Unit.

Copies of the Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Assessment Resolution and the Residential Solid Waste Services Special Assessment Roll are available for inspection at the City Clerk's Office, Westlake City Hall, 4001 Seminole Pratt Whitney Road, Westlake,

Florida, 33470.

The assessments will be collected by the Tax Collector on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the City Clerk at (561) 530-5880, Monday through Friday between 9:00 a.m. and 4:00 p.m.

CITY CLERK

CITY OF WESTLAKE.

APPENDIX C

FORM OF MAILED NOTICE

[INSERT DATE], 2022

[Name]

[Address]

Westlake, Florida 33470

RE: *Tax Parcel #*

**CITY OF WESTLAKE, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR RESIDENTIAL SOLID WASTE SERVICES - NON-AD VALOREM ASSESSMENTS**

Dear Property Owner:

As required by Section 197.3632, Florida Statutes, and City of Westlake Ordinance No. 2021-02, notice is given by the City of Westlake that a special assessment for Residential Solid Waste Services using the tax bill collection method may be levied by the City of Westlake on your property for the fiscal year October 1, 2022 - September 30, 2023.

The purpose of this assessment is to collect the Residential Solid Waste Services Special Assessment benefiting property located within the City of Westlake. The total Residential Solid Waste Services Special Assessment revenue to be collected within the City of Westlake is \$358,326.20. The Residential Solid Waste Services Special Assessment is based on the number of Residential Units that receive curbside Residential Solid Waste Services, including curbside collection of solid waste and recyclable materials on your property. The special assessment is \$280.60 per Residential Unit. Your property has ___ Residential Units. The total special assessment for your property is \$_____.

A public hearing will be held at 6:00 p.m. on September 6, 2022, in City of Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida 33470, for the purpose of receiving public comment on the proposed assessment. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (561) 530-5880, at least three days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment,

the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Residential Solid Waste Services Special Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Assessment Resolution, and the assessment roll are available for inspection at Westlake City Hall - City Clerk's Office, 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470.

The Residential Solid Waste Services non-ad valorem assessment amount shown on this notice for the above parcel will be collected on the ad valorem tax bill mailed in November 2022. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions regarding your Residential Solid Waste Services Special Assessment, please contact the City Clerk at (561) 530-5880, Monday through Friday between 9:00 a.m. and 4:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***