

CITY OF WESTLAKE



AGENDA

City Council Regular Meeting

Monday, June 14, 2021 at 6:30 PM

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

In efforts to balance the need for the City of Westlake to function and conduct business during the COVID-19 pandemic, we will adhere to the recommended social/physical distancing (staying at least six feet away from each other) guidelines, per the Centers for Disease Control and Prevention (CDC) and Palm Beach County's directives. There will be limited seating available in the Council Chambers. Therefore, preregistration will be required for in-person participation.

The instructions for preregistration attendance/participation and viewing of the meeting are outlined below:

PREREGISTRATION FOR IN-PERSON ATTENDANCE:

- All interested persons, Quasi-Judicial meeting applicants, their representatives, and witnesses must preregister to attend/participate in a meeting by sending an email to City Clerk, Zoie Burgess at zburgess@westlakegov.com or by phone at 561-560-5880 no later than one (1) business day prior to the meeting date (e.g. by 4:00 P.M. on a Friday, if the meeting is scheduled for that Monday, etc.)
- In-person attendance/participation will be based upon the order in which the preregistration requests are received by the City Clerk. For Public Hearing Quasi-Judicial meetings, precedence into the Council Chambers will be given to applicants, their representatives and/or witnesses over all others preregistered parties.

COMMUNICATIONS MEDIA TECHNOLOGY – WEBEX:

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

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

Meeting ID: 132 296 9946

Password: hello

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

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

Meeting ID: 132 296 9946

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>

CITY COUNCIL:

Roger Manning, Mayor

JohnPaul O’Connor, Vice Mayor

Patric Paul, Council Member – Seat 1

Kara Crump, Council Member – Seat 2

Katrina Long Robinson, Council Member – Seat 4

CITY STAFF:

Ken Cassel, City Manager

Zoie P. Burgess, City Clerk

Donald J. Doody, Esq., Interim City Attorney

[TENTATIVE: SUBJECT TO REVISION]

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

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

This section of the agenda allows for comments from the public to speak on any item not presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing the Council, state your name and address for the record.

CONSENT AGENDA

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

- A. Approval of Meeting Minutes
 - [1.](#) April 26, 2021 - City Council Workshop Meeting Minutes - DRAFT
 - [2.](#) May 10, 2021 - Regular City Council Meeting Minutes - DRAFT
- B. Approval Finance Statement
 - [1.](#) Financial Report - April 2021

PRESENTATIONS/PROCLAMATIONS

- [A.](#) Proclamation - Pride Month
Submitted By: Administration/Councilmember Long-Robinson
- B. Universal Health Services Update
Presented By: Pam Tahan, Chief Executive Officer
- C. Back & Beyond Campaign
Presented By: S.A. Nelson

PUBLIC HEARING - FIRST READING

- [A.](#) **FIRST READING:** An Ordinance to be known as the "Noise Ordinance", Chapter 23 Nuisances, Code of Ordinances
Submitted By: Planning & Zoning

ORDINANCE 2021-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA TO INCLUDE A SECTION TO BE KNOWN AS THE "NUISANCE ORDINANCE"; PROVIDING FOR DEFINITIONS; PROVIDING FOR NOISE RESTRICTIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING LAWS; PROVIDING FOR SEVERABILITY OF INVALID PROVISIONS; PROVIDING AN EFFECTIVE DATE.

- B. FIRST READING:** Ordinance amending Ordinance 2017-7 to authorize a Residential Solid Waste Services Special Assessment

Submitted By: Interim City Attorney

ORDINANCE 2021-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, TO AMEND ORDINANCE 2017-7 "SOLID WASTE COLLECTION" TO AUTHORIZE AND PROVIDE FOR THE LEVY AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT RELATED TO THOSE SERVICES WITHIN CITY OF WESTLAKE; AMENDING DEFINITIONS IN ORDINANCE 2017-7 AND PROVIDING FOR ADDITIONAL DEFINITIONS AND FINDINGS RELATING TO THE SPECIAL ASSESSMENT; CREATING A NEW SECTION 10A TO ORDINANCE 2017-7, ENTITLED "RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT," AND SUBSECTIONS 10A-1 THROUGH 10A-19, AUTHORIZING THE IMPOSITION AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING THAT RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL; ESTABLISHING PROCEDURES AND METHODS FOR THE COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS; ESTABLISHING THE PRIORITY OF THE LIEN OVER PRIOR RECORDED LIENS OR MORTGAGES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- C. FIRST READING:** Ordinance 2021-03 - Chapter 3 Additional Medical Uses as Permitted in the Mixed Use Zoning District

Submitted By: Planning & Zoning

ORDINANCE 2021-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER THREE ENTITLED "ZONING DISTRICTS AND STANDARDS", TO INCLUDE PROVISIONS FOR ADDITIONAL MEDICAL USES AS PERMITTED USES WITHIN THE MIXED USE ZONING DISTRICT; PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

- D. FIRST READING:** Article 5: Subdivision and Site Development Standards, Land Development Regulations - First Reading

Submitted By: Engineering

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING MANDATORY LAND DEVELOPMENT REGULATIONS WITHIN THE CITY OF WESTLAKE WHICH SHALL BE ENTITLED "LAND DEVELOPMENT REGULATIONS"; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR SUBDIVISION AND SITE DEVELOPMENT STANDARDS; PROVIDING FOR WAIVERS AND EXEMPTIONS; PROVIDING FOR CITY COUNCIL APPROVAL; PROVIDING FOR SITE DEVELOPMENT PERMITS; PROVIDING FOR REQUIRED IMPROVEMENTS; PROVIDING FOR DRIVEWAY AND ACCESS REQUIREMENTS; PROVIDING FOR MINIMUM DESIGN STANDARDS FOR LOCAL ROADS; PROVIDING FOR TIME OF

COMPLETION OF REQUIRED IMPROVEMENTS;, PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

- E. FIRST READING:** Amending Ordinance 2019-12 and Chapter 1 of the City's Code of Ordinances by Clarifying the Duties, Responsibilities, and Composition of the planning and Zoning Board

Submitted By: Interim City Attorney

ORDINANCE 2021-05

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE NO. 2019-12, ADOPTED OCTOBER 28, 2019; AMENDING CHAPTER 1 OF THE CITY'S CODE OF ORDINANCES BY CLARIFYING THE DUTIES, RESPONSIBILITIES AND COMPOSITION OF THE PLANNING AND ZONING BOARD; REPEALING ORDINANCE NO. 2016-3; REPEALING ORDINANCE NO. 2020-09, ADOPTED SEPTEMBER 14, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC HEARING - SECOND READING

PUBLIC HEARING - QUASI JUDICIAL

- A.** A Resolution for the Pod H "Landings" Master Plan

Submitted By: Planning & Zoning

RESOLUTION 2021-08

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN AMENDMENT FOR WESTLAKE LANDINGS, CONTAINING A CONVENIENCE STORE WITH A GAS STATION ON PARCEL A1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A2; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B1; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B2; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C2; SELF SERVICE STORAGE ON PARCEL E; COMMERCIAL RECREATION ON PARCEL F AND OFFICE AND LIGHT INDUSTRIAL ON PARCEL G, LOCATED AT 16860 PERSIMMON BOULEVARD WEST IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

- B.** A Resolution for the Pod H Pinnacle Self Storage Site Plan

Submitted By: Planning & Zoning

RESOLUTION 2021-15

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 107,290 SQUARE FOOT SELF SERVICE STORAGE; AND APPROXIMATELY HALF-ACRE OUTDOOR AREA FOR STORAGE OF BOATS AND RECREATIONAL VEHICLES LOCATED IN THE WESTLAKE LANDINGS PLAZA ON PARCEL H AT 4701 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

- C. A Resolution for the Winn-Dixie Site Plan Modification

Submitted By: Planning & Zoning

RESOLUTION 2021-16

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR AN APPROXIMATELY 49,610 SQUARE FOOT WINN-DIXIE GROCERY STORE AND AN APPROXIMATELY 2,535 SQUARE FOOT LIQUOR STORE LOCATED IN THE GROVE MARKET SHOPPING CENTER AT 5042 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

- D. A Resolution for the Grove Market Site Plan

Submitted By: Planning & Zoning

RESOLUTION 2021-17

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR EXTERIOR ARCHITECTURAL FAÇADE FOR GROVE MARKET SHOPPING CENTER LOCATED AT 5060 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

NEW BUSINESS

- A. An Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and The Meadows of Westlake Homeowners Association, Inc.

Submitted By: Administration

- B. An Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and Sky Cove Homeowners Association, Inc.

Submitted By: Administration

- C. Fiscal Year 2020 Audited Financial Report

Submitted By: Finance

CITY COUNCIL COMMENTS

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

REPORT - STAFF

A. Palm Beach County Fire Rescue Office - Monthly Report: May

Submitted By: Anthony Tozzi, District Chief

For Informational Purposes Only

B. Palm Beach County Sheriff's Office - Monthly Report: May

Submitted By: Captain Craig Turner

For Informational Purposes Only

REPORT - CITY ATTORNEY

REPORT - CITY MANAGER

PUBLIC COMMENTS - AGENDA ITEMS ONLY

This section of the agenda allows for comments from the public to speak on items only presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk.

ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **July 12, 2021**

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: Monday, June 7, 2021

File Attachments for Item:

1. April 26, 2021 - City Council Workshop Meeting Minutes - DRAFT

CITY OF WESTLAKE



MINUTES – DRAFT

City Council Workshop Meeting Monday, April 26, 2021 at 6:30 PM

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

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

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

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Password: hello

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CITY COUNCIL:

Roger Manning, Mayor

JohnPaul O’Connor, Vice Mayor

Patric Paul, Council Member – Seat 1

Kara Crump, Council Member – Seat 2

Katrina Long Robinson, Council Member – Seat 4

CITY STAFF:

Ken Cassel, City Manager

Zoie P. Burgess, City Clerk

A Workshop meeting of the City Council of the City of Westlake was held on Monday, April 26, 2021, at 6:30 PM., at the Westlake Community Center, 4005 Seminole Pratt Whitney Road.

As a preliminary matter, Ms. Burgess noted that Mayor Roger Manning, Vice Mayor JohnPaul O'Connor, Councilman Patric Paul, and Councilwoman Katrina Long-Robinson were present physically. Councilwoman Kara Crump was absent.

Ms. Burgess noted that City Manager Kenneth Cassel and Interim City Attorney Mike Cirullo, Planning and Zoning Director, Nilsa Zacarias and City Clerk, Zoie Burgess were present physically.

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

Ms. Burgess provided the disclaimer that the meeting is being recorded by both voice and video, reminding the audience that microphones are live. Ms. Burgess further explained that microphones will be muted; audience members have the ability to unmute themselves and anyone that has called in should mute their device. Ms. Burgess noted that anyone causing a disruption or being inappropriate will be removed from the meeting.

Ms. Burgess reminded participants physically in attendance, when speaking to project their voices and speak clearly for an accurate recording is produced.

CALL TO ORDER

Mayor Manning called the City of Westlake Workshop City Council meeting of April 26, 2021 to order at 6:32 PM.

ROLL CALL

Present and constituting a quorum:

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

Also, present:

Kenneth Cassel, City Manager
Mike Cherol. Interim City Attorney
Zoie P. Burgess, CMC, City Clerk
Nilsa Zacarias, Planning and Zoning Director

PLEDGE OF ALLEGIANCE

Mayor Manning led the Pledge of Allegiance.

WORKSHOP AGENDA

A. Comparison Analysis of Parks and City Halls in Palm Beach County

Submitted By: Planning & Zoning

Mayor Manning introduced item.

Nilsa Zacarias, Planning and Zoning Director provided a PowerPoint Presentation on the Comparison of Parks and City Halls.

Mayor Manning inquired if Seminole Improvement District (SID) owns land.

Mr. Cassel confirmed and noted that the lakes are SID's Property.

Mayor Manning inquired if the land will be dissolved at the point of turnover.

Mr. Cassel confirmed and explained the governance.

Mayor Manning inquired on the projections of residents and asked how the projection was determined.

Ms. Zacarias advised that it was determined during creation of the Comprehensive Plan that the City is mixed use urban and suburban.

Council discussion and Ms. Zacarias responded to Council inquiries.

Mr. Cassel commented that the Census will provide a track that will allow staff to see the homes to population ratio. He said that staff will use the data to determine the correct number.

Councilwoman Long-Robinson inquired if Council decides to turn over the parks to the City would SID still have long term use for the maintenance of the parks.

Mr. Cassel noted that it would be determined and advised Council to keep SID for as long as the City can in efforts to supplement City services where possible.

Ms. Zacarias continued with the presentation and presented an overview of acres dedicated for open space recreation. She explained the goal of the Recreation and Open Space Element of the Comprehensive Plan and the difference between the neighborhood and community parks. She noted the total number of acres planned for parks.

Councilwoman Long-Robinson inquired on the total number of parks that was mentioned in the status report Council received on August 4, 2020. Referencing Chapter 6 of the Comprehensive Plan, Councilwoman Long-Robinson inquired if constituents would have input or be limited to what Council decides.

Ms. Zacarias explained that the Community Parks will be for the surrounding neighborhoods and the Neighborhood Parks would be for the developments in Westlake.

Mr. Cassel commented that Ms. Zacarias along with staff would identify on what is needed in the area. This information would be brought to Council to service the residents and the surrounding residents that would be participating in that Community Park.

Council discussion and Ms. Zacarias answered Council inquiries.

Ms. Zacarias continued and presented the Recreation and Open Space Entry.

Councilman Paul inquired on the Hammock Neighborhood Park.

Ms. Zacarias advised that photos will be shown for the park and continued with the presentation.

Mayor Manning inquired if the Homeowners Associations (HOA) would make changes to the neighborhood parks to turn it into an active park. He asked if the HOA would need to come before Planning and Zoning.

Ms. Zacarias responded yes. If the HOA is making changes on the development the HOA will need to submit a site plan modification.

Mr. Cassel said that it will be up to the individual HOA's to apply as it depends on the makeup of the community. Since it is an HOA park it would be the HOA's responsibility to care for, maintain and have liability insurance.

Vice Mayor O'Connor inquired on the groundbreaking date for Phase II of the Adventure Park.

Ms. Zacarias explained that Planning and Zoning is waiting on the application and once received it will need to come before Council to approve.

Ms. Zacarias continued with the presentation and presented a summary of all the parks and final remarks.

Mayor Manning noted that the City Manager and Council have been exploring options for City Hall and that he has reached out the John Carter regarding 2.2 acres of land and the soft cost of building a City Hall.

Vice Mayor O'Connor asked Ms. Zacarias if the City is ahead in development and her opinion on the City's state of the union is.

Ms. Zacarias responded that the City is doing well overall, but the City needs to execute the parks. She commented that she is looking forward to the fitness park as this will be the second community park.

Vice Mayor O'Connor inquired if the fitness park will be placed on the May Agenda and how the execution of the parks is going; have applications have been submitted.

Ms. Zacarias responded no. The application will be received the beginning of May.

Mr. Cassel advised that it will be placed on the June Agenda and provided an update on the fitness park.

Mr. Cassel provided an update for City Hall. He advised that he is looking into an interim lease space. He mentioned that some discussions are taking place with the build lease space. He said that he is exploring every avenue that he can.

Further Council discussion.

Tara Duhy of Lewis, Longman and Walker on behalf of Minto PBLH, LLC thanked Council for allowing her to provide background information on the parks. She advised that Minto approved the project back in 2014 at a very low density along with a great deal for open space and recreation. She noted the property dedicated to Seminole Improvement District and the total amount of acres. She mentioned the civic dedications.

B. City Goals & Objectives Annual Workplan Discussion

Submitted By: Administration

Mayor Manning introduced item.

Mr. Cassel advised that Mr. Koncar is attending virtually and said that he will walk Council through the work plan.

Mr. Robert Koncar, General Manager of Inframark advised that he was able to narrow down the goals and objectives to six (6) and explained each.

Councilman Paul inquired on the seven (7) year span of projected revenue for the City.

Mr. Koncar responded that the seven (7) year span can be long and provided an explanation why the seven (7) year span was used. He said that anything beyond three years becomes a tentative projection. He mentioned that it is important to look at the revenue and expenses for what will happen when the developer funds run out and it gives Council an idea of what it looks like right now.

Mayor Manning commented that a lot of this depends on the economy. He said that the developer carries a lot of weight in this and how this moves forward. He commented whatever the City can do to assist; this will help the developer move forward and it will determine if the City reaches the number that it needs.

Mr. Cassel explained what has been done typically in the past.

Councilman Paul inquired if there are any upcoming projects.

Mr. Cassel provided an update on Pod H, Winn-Dixie, employment opportunities and Publix.

Vice Mayor O'Connor directed Ms. Zacarias or Mr. Cassel to look into grants for special needs parks.

Council discussion on grant opportunities.

Mr. Koncar continued explaining the goals and objectives and the purpose of an economic development plan.

Councilwoman Long-Robinson noted that she would like to see more language on transparency and the creation of job opportunities in Westlake and economic development.

Mr. Koncar advised that the plan would include all the items mentioned and will include specific projections.

Councilwoman Long-Robinson asked Mr. Cassel if this will be placed on the City Website. Mr. Cassel responded yes once it has been finalized. He said that it will be included in the budget documents as well.

Councilman Paul asked Mr. Cassel how this is supposed to work if the City does not own any land.

Mr. Cassel advised that the City is in a unique situation that attracts commercial business now and has clear standards, processes plans faster and predictability. He further explained other opportunities that the City has, to encourage business.

Councilman Paul inquired of the City's Public Relations firm. Mr. Cassel provided an update on what the firm is doing. He advised that based on what he has seen thus far Council will be impressed.

Mr. Koncar noted and emphasized that these were the steps that the Council has agreed on tentatively that will help to implement the goals. He said that the Council still has a stake and say on how the City grows. This information helps to put the City in a better partner-relationship with the developer to help accomplish things together.

Mr. Koncar continued presenting the objectives and goals.

Councilwoman Long-Robinson inquired if a reference can be made to the pillars that are already in place for the County as it relates to the economic piece. Mr. Koncar responded yes. He noted that the City already has some existing things that help growth benefit the City. He advised Council to keep in mind to foster and recognize the things that already exist that are helping the City grow.

Mr. Koncar continued and presented the Communication Goal. He advised that some of the objectives are already in place.

Vice Mayor O'Connor mentioned that he would love to see the development of a Westlake app for residents to receive and push out information to the City. He would like to see the cost for development at the very least for the app.

Mr. Cassel advised that Ms. Burgess is reaching out to a few operations to see if an app can be developed. He mentioned that the City website is fully functional and is available for the phone.

Council discussion on where the Westlake app should fall under.

Mr. Koncar continued and presented Goal Number Three: Develop a Rebranding/Marketing Plan for the City. He suggested to meet with the Public Relations group to discuss developing and targeting a rebrand for the City. He said that it can be unfolded in a workshop.

Mayor Manning advised that he would like to see a joint meeting with the developers as well; to sit down and come up with a plan collectively.

Mr. Cassel commented that he agrees. He advised that once the Back and Beyond is complete the City can roll it out and figure out where the City goes from here.

Mr. Koncar said that a good communication tool can come out of goal number three (3) between the City and the developer. He proceeded and presented Goal Number Four (4): Enhance the Happy Program for the City.

Vice Mayor O'Connor commented that the price of lumber has increased. He mentioned that he is not sure whether Council needs to look to have a workshop or not, but the program needs to be fixed.

Mayor Manning commented that Mr. Cassel is wearing many hats, and this is a concern, inquiring how much help he has.

Mr. Cassel mentioned that an Operations Coordinator will be brought in to help as the City is continuing to grow and he advised that some processes are being revamped.

Mayor Manning inquired on the budget projections for year seven.

Mr. Cassel said that staff has the historical information and can look at the trends. He advised that other options are being reviewed to utilize operations online.

Mayor Manning mentioned that it important to work on specifics. He advised it is important for someone to come in to develop the downtown area for the City.

Mr. Cassel said that every commercial operation has their own matrix and explained the trigger process for operations. He advised that Ms. Zacarias is also looking at the Parking Code.

Ms. Duhay commented that this area is the fastest selling community in the nation. She thanked the staff for being open and flexible and commented on the modern change. She said that if everyone is coordinating, and dialogue continues, development will keep moving.

Council discussion on the area and engaging media.

Mr. Cassel advised that the Chamber is open to the public and if someone wants to attend the meetings in person, they may contact the City Clerk.

Vice Mayor O'Connor inquired if this information can be pushed out to the public.

Mr. Cassel confirmed.

Mr. Koncar continued and presented Goal Five: Develop a Clearing House for Workforce Development with the City.

Mr. Cassel advised that based on the information received, the goals and objectives will continue to be fine-tuned.

CITY COUNCIL COMMENTS

A. Councilwoman Katrina Long Robinson

No Comments.

B. Councilwoman Kara Crump

Absent.

C. Councilman Patric Paul

Councilman Paul inquired if the Interim City Attorney's presence was required for the meeting.

Mr. Cassel advised that it was a judgment call. He said it is not a requirement, but thought it was necessary as the Council is determining the goals and objectives.

Councilman Paul inquired if Council members had access to the gates to allow the officers access.

Mr. Cassel advised that the Deputy's with the Palm Beach Sheriff's Office assigned to this area have the access codes to get in.

D. Vice Mayor JohnPaul O'Connor

Vice Mayor O'Connor thanked Ms. Zacarias, Ms. Duhy and staff.

E. Mayor Roger Manning

Mayor Manning thanked Mr. Cassel and Vice Mayor O'Connor for assisting in the incident that took place. He thanked the Interim City Attorney for attending the meeting. He mentioned that he looks forward to putting the goals and objectives in place and getting the budget balanced. He said that adding a staff member at this point is in order.

Mr. Cassel advised that the Memorandum of Understanding will be placed on the May agenda. He said that he will start looking for an individual to fill the position.

Mayor Manning inquired on the Request for Qualification (RFQ) for a City Attorney.

Mr. Cassel advised that he had a meeting with the Interim City Attorney and Seminole Improvement District's Counsel to make sure that everyone is on the same page with moving forward. He advised that within 60 days the RFQ will be out.

CITY ATTORNEY COMMENTS

Mr. Cirullo thanked Council for the welcome.

CITY MANAGER COMMENTS

Mr. Cassel thanked the Council for input and engagement.

PUBLIC COMMENTS

Mayor Manning called for any public comments.

Ms. Burgess noted there were no public comment cards received prior to the meeting. Ms. Burgess gave the virtual participants a moment to raise a virtual hand or unmute their devices and provided a reminder to state name and address.

There being no further comments, the next item followed.

ADJOURNMENT

Mayor Manning adjourned the meeting at 8:37 PM.

File Attachments for Item:

2. May 10, 2021 - Regular City Council Meeting Minutes - DRAFT

CITY OF WESTLAKE



MINUTES - DRAFTS

City Council Regular Meeting

Monday, May 10, 2021 at 6:30 PM

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PREREGISTRATION FOR IN-PERSON ATTENDANCE:

- All interested persons, Quasi-Judicial meeting applicants, their representatives, and witnesses must preregister to attend/participate in a meeting by sending an email to City Clerk, Zoie Burgess at zburgess@westlakegov.com or by phone at 561-560-5880 no later than one (1) business day prior to the meeting date (e.g. by 4:00 P.M. on a Friday, if the meeting is scheduled for that Monday, etc.)
- In-person attendance/participation will be based upon the order in which the preregistration requests are received by the City Clerk. For Public Hearing Quasi-Judicial meetings, precedence into the Council Chambers will be given to applicants, their representatives and/or witnesses over all others preregistered parties.

COMMUNICATIONS MEDIA TECHNOLOGY – WEBEX:

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

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

Meeting ID: 132 296 9946

Password: hello

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

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

Meeting ID: 132 296 9946

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>

CITY COUNCIL:

Roger Manning, Mayor

Katrina Long Robinson, Vice Mayor

Patric Paul, Council Member – Seat 1

Kara Crump, Council Member – Seat 2

JohnPaul O’Connor, Council Member – Seat 3

CITY STAFF:

Ken Cassel, City Manager

Jacob Horowitz, Interim City Attorney

Zoie P. Burgess, City Clerk

A Regular meeting of the City Council of the City of Westlake was held on Monday, May 10, 2021 at 6:30 PM., at the Westlake Community Center, 4005 Seminole Pratt Whitney Road.

As a preliminary matter, Ms. Burgess noted that Mayor Roger Manning, Vice Mayor John Paul-Connor, Councilwoman Kara Crump are present physically. Councilwoman Katrina Long-Robinson and Councilman Patric Paul were present via communications media technology.

Ms. Burgess noted that City Manager Kenneth Cassel and Interim City Attorney Jacob Horowitz, were present physically. City Clerk, Zoie Burgess, Planning & Zoning Director, Nilsa Zacarias, City Engineer Suzanne Dombrowski are present via communications media technology.

Ms. Burgess identified the speakers on the agenda, Mr. Donaldson Hearing of Cotleur Hearing was present via communications media technology and capable of speaking and hearing.

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

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

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

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

CALL TO ORDER

Mayor Manning called the City of Westlake Regular City Council meeting of May 10, 2021 to order at 6:32 PM.

ROLL CALL

Present and constituting a quorum:

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

Also, present:

Kenneth Cassel, City Manager
Jacob Horowitz, Interim City Attorney
Zoie P. Burgess, CMC, City Clerk
Nilsa Zacarias, Planning and Zoning Director
Suzanne Dombrowski, City Engineer

PLEDGE OF ALLEGIANCE

Mayor Manning led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor Manning called for any additions, deletions or modifications to the Agenda.

Motion by Vice Mayor O'Connor to Approve Agenda, seconded by Councilwoman Crump.

UPON ROLL CALL:

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

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

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

This section of the agenda allows for comments from the public to speak on any item not presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium, and prior to addressing the Council, state your name and address for the record.

Mayor Manning inquired of any public comments.

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

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

There being no further comments, the next item followed.

CONSENT AGENDA

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

Mayor Manning introduced the Consent Agenda Item.

A. Approval of Meeting Minutes

1. April 15, 2021 - Emergency City Council Meeting Minutes - DRAFT
2. April 12, 2021 - Regular City Council Meeting Minutes - DRAFT

B. Approval Finance Statement

1. Financial Report - March 2021

Motion by Vice Mayor O'Connor to approve Consent Agenda, seconded by Councilwoman Crump.

UPON ROLL CALL:

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

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

PRESENTATIONS/PROCLAMATIONS

There being no Presentations or Proclamations, the next item followed.

PUBLIC HEARING

- A. Final Plat for Cresswind Palm Beach Phase 3

Submitted By: Engineering

RESOLUTION 2021-11

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE FINAL PLAT FOR CRESSWIND PALM BEACH PHASE 3, BEING A REPLAT OF A PORTION OF TRACT O.S.T. 20, CRESSWIND PALM BEACH PHASE 2, AS RECORDED IN PLAT BOOK 130, PAGES 199 THROUGH 205 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST AND SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, PROVIDING FOR RECORDATION, PROVIDING FOR AN EFFECTIVE DATE.

Mayor Manning introduced item, Resolution 2021-11- Final Plat for Cresswind Palm Beach Phase 3

Mr. Horowitz read into record, by title only, Resolution 2021-11.

Donaldson Hearing, Cotleur & Hearing on behalf of applicant Cotleur and Cresswind Palm Beach presented a PowerPoint Presentation of Pod P Phase 3 Plat - Cresswind of Palm Beach. He advised that Cresswind has 659 homes approved by the way of the Master Pan for Parcel P1 and ultimately up to 800 Homes for Parcel P2. He advised that there is a lot of interest in the 55+ community located in Westlake. He mentioned that a total of 169 new homes will be in the Plat South of the Club House and the Amenity Center. He showed the Plat and noted the Florida State Stature requirements for the Plat.

Manning Manning opened the floor for discussion.

Vice Mayor O'Connor made a motion to approve.

Mr. Horowitz advised that this is public hearing.

Mayor Manning opened the floor for pubic comment.

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

Ms. Burgess advised that there were no comments.

Motion by Vice Mayor O'Connor to approve Resolution 2021-11, seconded by Councilwoman Crump.

UPON ROLL CALL:

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

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

B. Variance Request from the Applicant Minto PBLH, LLC

Submitted By: Interim City Attorney

RESOLUTION 2021-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, RELATING TO A VARIANCE REQUEST FROM THE APPLICANT MINTO PBLH, LLC FOR THE CROSSINGS OF WESTLAKE (POD M-2), A ONE-HUNDRED-THIRTY (130) UNIT TOWNHOME PROJECT, LOCATED AT 5075 SEMINOLE PRATT WHITNEY ROAD, SAID VARIANCE APPROVAL WILL ALLOW EIGHTY PERCENT (80%) DEAD END STREETS, WHERE THE CITY'S INTERIM UNIFIED LAND DEVELOPMENT CODE, ARTICLE 3, SECTION 2.A.2(a), ALLOWS A MAXIMUM OF TWENTY PERCENT DEAD END STREETS (20%); IN THE CITY OF WESTLAKE, PALM BEACH COUNTY FLORIDA, PROVIDING FOR AN EFFECTIVE DATE.

Mayor Manning introduced item, Variance Request from the Applicant Minto PBLH, LLC

Mr. Horowitz read into record, by title only, Resolution 2021-14.

Mayor Manning asked Mr. Horowitz to explain why the ordinance is before Council.

Mr. Horowitz explained the reason for the ordinance before the Council. He mentioned that Counsel is working with the City Manager on an ordinance that will come before Council at the next meeting to correct seven (7) provisions of the Code of Ordinances to capstate everything in Chapter 1 as it relates to Planning and Zoning's Authority.

Vice Mayor O'Connor inquired if Planning and Zoning will be the final authority for a resolution he is working on.

Mr. Horowitz responded that Planning and Zoning will have final authority for variances and all other approvals will come before Council unless it falls under the Administrative authority.

Mr. Cassel inquired if the address 5075 Seminole Pratty Whitney Road is correct on the ordinance as he thought it was Town Center Parkway South.

Mr. Horowitz said that he will reconfirm the address.

Mayor Manning called for public comments.

Ms. Burgess noted there were no public comment cards received prior to the meeting. She advised that Tara Duhy of Lewis, Longman & Walker would like to speak.

Ms. Tara Duhy of Lewis, Longman & Walker on behalf of the Applicant Minto PBLH, LLC commented that in an abundance of caution she would like to ask and ensure that the application materials and presentation before the Planning and Zoning Board be made part of the record for tonight's hearing for the variance.

Mayor Manning commented yes.

Ms. Burgess noted it for the record.

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

Ms. Burgess noted that there were no further comments.

Motion by Councilwoman Crump to approve Resolution 2021-14, seconded by Vice Mayor O'Connor.

UPON ROLL CALL:

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

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

REGULAR AGENDA

There being no regular agenda, the next item followed.

NEW BUSINESS

A. Fee increase for Inframark contract.

Submitted By: Administration

Mayor Manning Introduced item.

Mr. Cassel explained the reason for the item and noted that discussions for additional personnel were held at the last budget meeting.

Mayor Manning inquired on the job duties for the position.

Mr. Cassel noted the duties will consist of coordinating the Happy Program, tracking bonds, grant funding for schools and other items.

Vice Mayor O'Connor inquired on the title and salary for the position.

Mr. Cassel acknowledged that the position would be an Operations Coordinator and the position would be salaried

Councilwoman Crump inquired if the \$93K is the amount for the position.

Mr. Cassel advised that the salary includes taxes, insurance, and overhead costs.

Councilman Paul inquired on the total amount of funding being requested.

Mr. Cassel responded \$93,500 per year of additional funding is being requested.

Vice Mayor O'Connor inquired on what was set aside for the budget.

Mr. Cassel responded \$61,000 is set aside for this year. He noted that in the overall budget under general government there is a total of \$115,000 for this year that has not been spent. He advised that Administration is considering \$40k out of the \$115, 000 for this year's budget.

Vice Mayor O'Connor asked Mr. Cassel if he has someone in mind to fill the position.

Mr. Cassel advised that the position has been advertised on Inframark's website as of today.

Councilman Paul inquired if Administration can hold off on the position. He said that the City is not self-sustaining, and the amount being requested is much to add to the budget.

Mr. Cassel advised that dollars are not being added; it is for expending the dollars already budgeted.

Further Council discussion.

Motion by Vice Mayor O'Connor to approve fee increase for Inframark contract, seconded by Councilwoman Crump.

UPON ROLL CALL

Councilwoman Long-Robinson	YES
Councilwoman Crump	YES
Councilman Paul	NO
Vice Mayor O'Connor	YES
Mayor Manning	YES

Motion carried, with dissent (4-1, Councilman Paul).

CITY COUNCIL COMMENTS

Mayor Manning said that he would like for the new District Fire Chief Anthony Tozzi to introduce himself.

Anthony Tozzi, District Fire Chief with Palm Beach County Fire Rescue (PBCFR) introduced himself. He mentioned that he has been with the PBCFR for over 28 years. He said that he is excited to work with the City of Westlake.

A. Councilwoman Katrina Long Robinson

Councilwoman Long-Robinson mentioned that Universal Health Services has purchased land in Palm Beach Gardens. She asked Mr. Cassel if there have been any updates for development in the City of Westlake.

Mr. Cassel responded that no updates have been provided and noted that Ms. Burgess is reaching out to coordinate a date in which an update can be provided to Council; there was a date scheduled back in December however it fell through. He said staff is coordinating to have a date scheduled for either the June or July meeting.

Councilwoman Long-Robinson mentioned that President Biden's American Rescue Plan for Cities has rolled out; Congresswoman Lois Frankel has identified plans; as well as the Palm Beach County Reimbursement Funds. She asked Mr. Cassel what funds the City can expect to come forward if any, as a result of COVID-19.

Mr. Cassel said that the Clerk's Office has looked through Frankel's information and there was nothing there applicable for the City. The City has all of the documentation for the reimbursement funds and staff is waiting on the reimbursement from the County. He said theoretically, the City is earmarked for \$500k or \$600K but

the City has not received any details as to how the funds can be spent; the County is still trying to get clarification on how the funds can be spent and there is nothing in writing yet.

Councilwoman Long-Robinson inquired how the funds would be allocated if received.

Mr. Cassel explained what the funds may be utilized for, but it all depends on what the funds are earmarked for and if they can be used in the budget.

Councilwoman Long-Robinson mentioned to Council that she will be working with the City Manager on Chapter 3 Public Transportation.

B. Councilwoman Kara Crump

No comments.

C. Councilman Patric Paul

No comments

D. Vice Mayor JohnPaul O'Connor

Vice Mayor O'Connor mentioned that there are 6 (six) electric charging stations at the Adventure Park, and he noted that each one was occupied by golf carts this past weekend. He thinks that it is the time to discuss parking to be dedicated for golf carts.

Mr. Cassel advised that is already in the works and mentioned that several meetings have taken place with the Planning and Zoning Director and Engineering for updating the parking ordinances; and how best to accommodate it. It is scheduled to come back before Council in July.

Nilsa Zacaris, Planning and Zoning Director advised that staff is working with the City Engineer to update the Parking Code and a follow up meeting will be held this Thursday to bring proposed language before Council.

Vice Mayor O'Connor thanked staff and Mr. Tozzi for coming.

E. Mayor Roger Manning

Mayor Manning thanked Mr. Horowitz and Chief Tozzi for attending the meeting.

REPORT - STAFF

A. Palm Beach County Sheriff's Office - Monthly Report: April

Submitted By: Captain Craig Turner

For Informational Purposes Only

Mayor Manning introduced item.

Mr. Cassel advised that the report is before Council and he is not sure if Captain Turner is available to answer any questions. He mentioned that the Deputies are working the school zones.

REPORT - INTERIM CITY ATTORNEY

Mayor Manning introduced item.

Mr. Horowitz said that there is no report but he passes along the firm's appreciation for the opportunity.

Mayor Manning commented that he appreciates the reports that Council receives every Friday.

REPORT - CITY MANAGER

Mr. Cassel mentioned the Goals and Objectives previously discussed at the prior meeting and provided Council with updates. He said that information on the presentation will be brought back before Council at the June meeting for preliminary budget to walk Council through on different line items. He said that the numbers are estimated conservatively.

Vice Mayor O'Connor inquired if the estimates are without commercial.

Mr. Cassel confirmed that it is without commercial as staff does not know when commercial will expand, but updates will be provided.

Mr. Cassel noted that several ordinances will be coming before Council in June for first reading. He also noted that residents will be receiving or should have received a postcard from Seminole Improvement District (SID) as SID is moving to a new billing company that will allow for applications to be completed online along with online payments.

Mr. Cassel mentioned the project taking place at the crossing on Sycamore Drive the week of May 20th that is expected to last 120 -160 days.

Mayor Manning inquired on Florida Public Utilities (FPU) updates. Mr. Cassel responded that FPU has all of the permits and they are waiting on a final from Environmental. FPU is expected to provide an update on the construction timeline as they will be needing an extension for the gas tanks in July. He mentioned that the site has been worked out with the principal landowner.

Vice Mayor O'Connor inquired on the traffic flow for the construction on Sycamore.

Mr. Cassel explained how traffic will flow during construction.

PUBLIC COMMENTS - AGENDA ITEMS ONLY

This section of the agenda allows for comments from the public to speak on items only presented on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk.

Mayor Manning called for any public comments.

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

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

There being no further comments, the next item followed.

ADJOURNMENT

Mayor Manning identified the next Regular Council Meeting and adjourned at 7:14 PM.

Zoie P. Burgess, City Clerk

Roger Manning, Mayor

File Attachments for Item:

1. Financial Report - April 2021



MEMORANDUM

TO: Members of the City Council, City of Westlake
FROM: Steven Fowler, Accountant; Trumaine Easy, Accounting Director
CC: Ken Cassel, City Manager
DATE: May 25, 2021
SUBJECT: April Financial Report

Please find attached the April 2021 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 April were approximately 48% of the annual budget. FY2021 Ad Valorem Tax collections were approximately 96%. 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 April were approximately 53% of the annual budget.

Special Revenue Fund – Housing Assistance Program

- Total Revenues through April were approximately 389% of the annual budget, which is a result of a higher than anticipated rate of residential construction. A donation of \$1,500 per Single Family Residence building permit is paid into the Housing Assistance Program.

Special Revenue Fund – Comprehensive Planning Services

- Total Revenues through April were approximately 96% of the annual budget.
- Total Expenditures through April were approximately 52% of the annual budget.

City of Westlake

Financial Report

April 30, 2021



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City of Westlake

Financial Statements

April 30, 2021

Balance Sheet
April 30, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS	TOTAL
ASSETS				
Cash - Checking Account	\$ 1,223,309	\$ -	\$ -	\$ 1,223,309
Accounts Receivable	670	-	-	670
Due From Other Gov'tl Units	70	-	-	70
Due From Other Funds	-	-	1,601,334	1,601,334
Investments:				
Money Market Account	614,676	1,730,415	-	2,345,091
Deposits	641	-	-	641
Mortgages Receivable	-	269,146	-	269,146
TOTAL ASSETS	\$ 1,839,366	\$ 1,999,561	\$ 1,601,334	\$ 5,440,261
LIABILITIES				
Accounts Payable	\$ 46,691	\$ -	\$ 625,611	\$ 672,302
Accrued Expenses	-	-	19,300	19,300
DBPR surcharge	2,287	-	-	2,287
DCA surcharge	3,363	-	-	3,363
Unearned Revenue	105,931	-	-	105,931
Due To Other Districts	5,072	-	-	5,072
Accrued Taxes Payable	2,879	-	-	2,879
Deferred Revenue-Developer Submittals (Minto)	-	-	25,347	25,347
Other Current Liabilities	-	-	4,118	4,118
Due To Other Funds	1,601,334	-	-	1,601,334
TOTAL LIABILITIES	1,767,557	-	674,376	2,441,933
FUND BALANCES				
Nonspendable:				
Deposits	641	-	-	641
Restricted for:				
Special Revenue	-	1,999,561	926,958	2,926,519
Unassigned:				
	71,168	-	-	71,168
TOTAL FUND BALANCES	\$ 71,809	\$ 1,999,561	\$ 926,958	\$ 2,998,328
TOTAL LIABILITIES & FUND BALANCES	\$ 1,839,366	\$ 1,999,561	\$ 1,601,334	\$ 5,440,261

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2021

<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>
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 248	\$ 248
Ad Valorem Taxes	1,164,549	1,115,299	1,115,299	-
Ad Valorem Taxes - Discounts	(46,582)	(43,037)	(43,037)	-
Local Option Gas Tax	100	-	-	-
FPL Franchise	113,700	66,325	70,420	4,095
Electricity	152,900	89,192	70,156	(19,036)
Water	27,000	15,750	21,965	6,215
Gas	19,000	11,083	14,944	3,861
Communication Services Taxes	17,800	10,383	14,241	3,858
Occupational Licenses	5,000	2,917	1,525	(1,392)
Building Permits - Admin Fee	45,500	26,542	65,078	38,536
Other Licenses, Fees & Permits	2,300	1,342	635	(707)
State Revenue Sharing Proceeds	4,700	2,742	3,025	283
Administrative Fees	10,500	6,125	8,144	2,019
Other Public Safety Chrgs/Fees	2,500	1,458	2,700	1,242
Garbage/Solid Waste Revenue	3,600	2,100	117,766	115,666
Other Operating Revenues	13,200	7,700	10,534	2,834
Judgements and Fines	-	-	480	480
Interest - Tax Collector	-	-	68	68
Developer Contribution	1,512,933	-	-	-
Lien Search Fee	-	-	2,850	2,850
TOTAL REVENUES	3,048,700	1,315,921	1,477,041	161,120
EXPENDITURES				
Legislative				
Mayor/Council Stipend	146,400	85,400	97,600	(12,200)
FICA Taxes	11,200	6,533	7,466	(933)
ProfServ-Legislative Expense	24,000	-	-	-
Public Officials Insurance	3,900	3,900	4,025	(125)
Misc-Event Expense	25,000	-	-	-
Council Expenses	15,000	4,965	4,965	-
Dues, Licenses, Subscriptions	1,900	1,395	1,395	-
Total Legislative	227,400	102,193	115,451	(13,258)
City Manager				
Contracts-City Manager	222,900	130,025	130,025	-
Office Supplies	15,500	9,042	7,566	1,476
Dues, Licenses, Subscriptions	2,200	2,013	2,013	-
Total City Manager	240,600	141,080	139,604	1,476

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>City Clerk</u>				
ProfServ-Web Site Maintenance	18,000	10,500	6,283	4,217
Contracts-City Clerk	125,100	72,975	72,975	-
Postage and Freight	1,400	817	731	86
Printing	22,500	13,125	1,459	11,666
Legal Advertising	28,200	16,450	10,719	5,731
Miscellaneous Services	-	-	300	(300)
Dues, Licenses, Subscriptions	1,400	1,400	2,310	(910)
Total City Clerk	196,600	115,267	94,777	20,490
<u>Finance</u>				
Auditing Services	5,300	-	-	-
Contracts-Finance	92,700	54,075	54,075	-
Total Finance	98,000	54,075	54,075	-
<u>Legal Counsel</u>				
ProfServ-Legal Services	404,000	235,667	349,119	(113,452)
Outside Legal Services	115,000	67,083	-	67,083
Miscellaneous Services	-	-	180	(180)
Miscellaneous Expenses	10,100	5,891	5,891	-
Total Legal Counsel	529,100	308,641	355,190	(46,549)
<u>Other Administrative Services</u>				
ProfServ-Info Technology	144,700	84,408	94,793	(10,385)
ProfServ-Compliance Service	25,000	-	-	-
Contracts-Admin. Service	158,700	92,575	92,575	-
Misc-Public Relations	50,000	-	-	-
General Government	115,000	3,023	3,023	-
Emergency Comm. Program	25,000	-	-	-
Total Other Administrative Services	518,400	180,006	190,391	(10,385)
<u>Facility Services</u>				
Telephone, Cable & Internet Service	21,200	12,367	8,899	3,468
Lease - Copier	20,500	11,958	9,320	2,638
Lease - Building	12,500	500	500	-
Insurance (Liab,Auto,Property)	4,000	4,000	4,088	(88)
Miscellaneous Services	1,200	700	812	(112)
Cleaning Services	43,500	17,686	17,686	-
Principal-Capital Lease	7,600	4,330	3,712	618
Interest-Capital Lease	2,600	1,610	1,396	214
Total Facility Services	113,100	53,151	46,413	6,738

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Community Services</u>				
Contracts-Solid Waste	-	-	137,727	(137,727)
Contracts-Sheriff	662,000	386,167	379,167	7,000
Electricity	43,300	25,258	47,188	(21,930)
R&M-Community Maintenance	26,700	15,575	15,575	-
Operating Supplies	25,000	14,583	27,238	(12,655)
Total Community Services	757,000	441,583	606,895	(165,312)
<u>Other Fees and Charges</u>				
Misc-Contingency	134,000	5,999	5,999	-
Total Other Fees and Charges	134,000	5,999	5,999	-
<u>Reserves</u>				
1st Quarter Operating Reserves	234,500	136,792	-	136,792
Total Reserves	234,500	136,792	-	136,792
TOTAL EXPENDITURES & RESERVES	3,048,700	1,538,787	1,608,795	(70,008)
Excess (deficiency) of revenues				
Over (under) expenditures	-	(222,866)	(131,754)	91,112
Net change in fund balance	\$ -	\$ (222,866)	\$ (131,754)	\$ 91,112
FUND BALANCE, BEGINNING (OCT 1, 2020)	203,563	203,563	203,563	
FUND BALANCE, ENDING	\$ 203,563	\$ (19,303)	\$ 71,809	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 2,244	\$ 2,244
Donations	150,000	87,500	582,000	494,500
TOTAL REVENUES	150,000	87,500	584,244	496,744
EXPENDITURES				
Public Assistance				
Misc-Admin Fee (%)	11,300	6,592	8,144	(1,552)
Assistance Program	138,700	-	-	-
Total Public Assistance	150,000	6,592	8,144	(1,552)
TOTAL EXPENDITURES	150,000	6,592	8,144	(1,552)
Excess (deficiency) of revenues Over (under) expenditures	-	80,908	576,100	495,192
Net change in fund balance	\$ -	\$ 80,908	\$ 576,100	\$ 495,192
FUND BALANCE, BEGINNING (OCT 1, 2020)	1,423,461	1,423,461	1,423,461	
FUND BALANCE, ENDING	\$ 1,423,461	\$ 1,504,369	\$ 1,999,561	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Building Permits	\$ 1,159,200	\$ 676,200	\$ 1,357,863	\$ 681,663
Reinspection Fees	8,600	5,017	30,050	25,033
Building Permits - Surcharge	2,000	1,167	4,430	3,263
Other Building Permit Fees	15,000	8,750	48,600	39,850
Building Permits - Admin Fee	64,400	37,567	89,284	51,717
Engineering Permits	590,900	344,692	415,974	71,282
Planning & Zoning Permits	231,000	134,750	50,315	(84,435)
TOTAL REVENUES	2,071,100	1,208,143	1,996,516	788,373
EXPENDITURES				
Comprehensive Planning				
ProfServ-Engineering	562,900	328,358	174,136	154,222
ProfServ-Info Technology	28,100	16,392	25,623	(9,231)
ProfServ-Planning/Zoning Board	231,000	134,750	161,159	(26,409)
ProfServ-Consultants	28,000	16,333	4,325	12,008
ProfServ-Building Permits	1,219,900	711,608	698,131	13,477
Postage and Freight	-	-	19	(19)
Telephone, Cable & Internet Service	1,200	702	668	34
Lease - Copier	-	-	2,955	(2,955)
Printing	-	-	681	(681)
Miscellaneous Services	-	-	213	(213)
Office Supplies	-	-	1,647	(1,647)
Total Comprehensive Planning	2,071,100	1,208,143	1,069,557	138,586
TOTAL EXPENDITURES	2,071,100	1,208,143	1,069,557	138,586
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	926,959	926,959
Net change in fund balance	\$ -	\$ -	\$ 926,959	\$ 926,959
FUND BALANCE, BEGINNING (OCT 1, 2020)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 926,959	

City of Westlake

Supporting Schedules

April 30, 2021

Cash and Investment Report

April 30, 2021

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	\$1,223,309
Money Market	BankUnited	MMA	0.20%	\$614,676
		Subtotal		<u>\$1,837,985</u>

SPECIAL REVENUE FUND

Money Market	BankUnited	MMA	0.20%	\$1,730,415
		Subtotal		<u>\$1,730,415</u>
		Total		<u><u>\$3,568,400</u></u>

City of Westlake

Bank Reconciliation

Bank Account No. 0300 Bank United GF
 Statement No. 0421
 Statement Date 4/30/2021

G/L Balance (LCY)	1,223,309.32	Statement Balance	1,226,557.56
G/L Balance	1,223,309.32	Outstanding Deposits	666.78
Positive Adjustments	0.00		
	<hr/>		
Subtotal	1,223,309.32	Subtotal	1,227,224.34
Negative Adjustments	0.00	Outstanding Checks	3,915.02
	<hr/>	Differences	0.00
Ending G/L Balance	1,223,309.32	Ending Balance	1,223,309.32
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
4/16/2021	Payment	8633	ENVIRO TEAM NORTH AMERICA	1,190.00	0.00	1,190.00
4/23/2021	Payment	8637	MILNER INC LEASE	1,071.67	0.00	1,071.67
4/27/2021	Payment	8639	SUN BOLT, INC.	1,447.00	0.00	1,447.00
4/28/2021	Payment	8640	OFFICE DEPOT	206.35	0.00	206.35
Total Outstanding Checks.....				3,915.02		3,915.02
Outstanding Deposits						
4/29/2021		DEP01646	SW COLLECTION	G/L Acc 248.38	0.00	248.38
4/30/2021		DEP01647	TRASH BIN PURCHASE/ENGINEERING APR	G/L Acc 418.40	0.00	418.40
Total Outstanding Deposits.....				666.78		666.78

City of Westlake

Check Register

April 1-30, 2021

Payment Register by Fund
For the Period from 04/1/2021 to 4/30/2021
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	1003	04/21/21	CITY OF WESTLAKE	041421	ADMIN FEE 3/2021 DEPOSIT	Misc-Admin Fee	549005-58050	\$1,502.08
001	8600	04/01/21	LAW OFFICES OF PAM E. BOOKER, ESQ	2021-4	4/2021 LEGAL SERVICE	Miscellaneous Enxpenses	549999-51401	\$841.62
001	8600	04/01/21	LAW OFFICES OF PAM E. BOOKER, ESQ	2021-4	4/2021 LEGAL SERVICE	ProfServ-Legal Services	531023-51401	\$33,665.00
001	8601	04/01/21	PBC SHERIFF'S OFFICE	68226	4/2021 LAW ENFORCEMTN SERVICE	Contracts-Sheriff	534100-52902	\$54,166.67
001	8602	04/01/21	AVATARA PARTNERS LLC	10370	4/2021 CLOUD SERVICE	ProServ-Info Technology	531020-51905	\$5,322.00
001	8602	04/01/21	AVATARA PARTNERS LLC	10370	4/2021 CLOUD SERVICE	Due to Other Districts	206500	\$1,774.00
001	8603	04/01/21	NETONE TECHNOLOGIES, INC	8847	4/2021 PPD BLOCK	ProServ-Info Technology	531020-51905	\$1,125.00
001	8613	04/02/21	OFFICE DEPOT	163719218001	INK	Office Supplies	551002-51306	\$20.84
001	8613	04/02/21	OFFICE DEPOT	163719218002	INK	Office Supplies	551002-51306	\$31.97
001	8614	04/02/21	FLORIDA VENDORS ASSOCIATION	1568	CLEANING SUPPLIES	Cleaning Services	551008-51906	\$163.31
001	8614	04/02/21	FLORIDA VENDORS ASSOCIATION	1558	3/2021 BACK OFFCE/CHAMBERS CLEANING	Cleaning Services	551008-51906	\$1,825.00
001	8615	04/02/21	ADVANCED DISPOSAL	TLAKE-040221	3/2021 RESIDENTIAL SOLID WASTE COLLECTION & DISPOS	Contracts-Solid Waste	534038-52902	\$22,590.08
001	8616	04/02/21	ONSOLVE	15164152	CODE CODERED STANDARD 3/31/2021-3/30/2022	ProfServ-Web Site Maintenance	531094-51307	\$1,500.00
001	8617	04/02/21	INTERNATIONAL INSTITUTE FOR LEADERSHIP	004	CONFLICT MANAGEMENT COACHING 3/2021	General Government	549109-51905	\$906.25
001	8618	04/05/21	MILNER INC LEASE	71514056	SOFTWARE LEASE W/LATE FEE 2/15-3/14/2021	Miscellaneous Services	549001-51906	\$53.20
001	8618	04/05/21	MILNER INC LEASE	71514056	SOFTWARE LEASE W/LATE FEE 2/15-3/14/2021	Due to Other Districts	206500-51906	\$212.80
001	8618	04/05/21	MILNER INC LEASE	71514056	SOFTWARE LEASE W/LATE FEE 2/15-3/14/2021	Principal-Capital Lease Payments	571040-51906	\$626.92
001	8618	04/05/21	MILNER INC LEASE	71514056	SOFTWARE LEASE W/LATE FEE 2/15-3/14/2021	Interest-Capital Lease Payments	572040-51906	\$224.28
001	8619	04/06/21	OFFICE DEPOT	164152429001	MISC OFFICE SUPPLIES	Office Supplies	551002-51306	\$48.56
001	8620	04/06/21	FLORIDA TECHNICAL CONSULTANTS	1155	15-WA15 GIS SUPPORT SERVICE 3/2021	ProServ-Info Technology	531020-51905	\$2,418.50
001	8620	04/06/21	FLORIDA TECHNICAL CONSULTANTS	1155	15-WA15 GIS SUPPORT SERVICE 3/2021	Due to Other Districts	206500	\$1,036.50
001	8621	04/06/21	NEW HORIZON COMMUNICATIONS CORP	1519053	IP CIRCUIT/ACCESS CHARGE 4/1-4/30/2021	ProServ-Info Technology	531020-51905	\$984.74
001	8622	04/13/21	T-MOBILE USA, INC.	03212021-3851	SERVICE FOR 2/21-3/20/21	Telephone, Cable and Internet Services	541016-51906	\$284.26
001	8623	04/13/21	OFFICE DEPOT	164155047001	PAPER CLIPS	Office Supplies	551002-51306	\$10.78
001	8625	04/13/21	CIT BANK, N.A.	37486106	COPIER LEASE 4/2021	Lease-Copier	544008-51906	\$529.19
001	8625	04/13/21	CIT BANK, N.A.	37486106	COPIER LEASE 4/2021	Due to Other Districts	206500	\$132.30
001	8626	04/16/21	LAW OFFICES OF PAM E. BOOKER, ESQ	2021-5	FINAL INVOICE PURUANT TO CONTRACT	ProfServ-Legal Services	531023-51401	\$103,519.86
001	8629	04/16/21	FLORIDA TECHNICAL CONSULTANTS	1167	16-WA16 GIS SUPPORT SERVICES	ProServ-Info Technology	531020-51905	\$5,197.50
001	8629	04/16/21	FLORIDA TECHNICAL CONSULTANTS	1167	16-WA16 GIS SUPPORT SERVICES	Due to Other Districts	206500	\$2,227.50
001	8630	04/16/21	FLORIDA VENDORS ASSOCIATION	1557	CLEANING SERVICE 3/5-3/26/2021	Cleaning Services	551008-51906	\$600.00
001	8631	04/16/21	MILNER INC LEASE	71844016	COPIER LEASE 3/15-4/14/2021	Miscellaneous Services	549001-51906	\$53.20
001	8631	04/16/21	MILNER INC LEASE	71844016	COPIER LEASE 3/15-4/14/2021	Due to Other Districts	206500	\$212.80
001	8631	04/16/21	MILNER INC LEASE	71844016	COPIER LEASE 3/15-4/14/2021	Principal-Capital Lease Payments	571040-51906	\$632.59
001	8631	04/16/21	MILNER INC LEASE	71844016	COPIER LEASE 3/15-4/14/2021	Interest-Capital Lease Payments	572040-51906	\$218.61
001	8632	04/16/21	GATEHOUSE WEST PALM BCH	35857-022621	NOTICE OF PUBLIC HEARING 2/26/2021	Legal Advertising	548002-51307	\$700.00
001	8632	04/16/21	GATEHOUSE WEST PALM BCH	0000211446	LEGAL ADD 2/26/2021	Legal Advertising	548002-51307	\$700.00
001	8632	04/16/21	GATEHOUSE WEST PALM BCH	100633133-03302021	NOTICE OF PUBLIC MEETING 3/30/2021	Legal Advertising	548002-51307	\$700.00
001	8633	04/16/21	ENVIRO TEAM NORTH AMERICA	21101	LIMITED SITE ASSESSMENT & ENVIRONMENTAL	Misc-Contingency	549900-58050	\$1,190.00
001	8634	04/21/21	SEMINOLE IMPROVEMENT DISTRICT	041521	MAINT PERSONNEL AND ELEC REIMB NET OF IT COSTS	Due to Other Districts	206500	\$16,193.65
001	8635	04/23/21	INFRAMARK, LLC	62505	4/2021 MANAGEMENT FEE	Contracts-City Manager	534381-51306	\$18,575.00
001	8635	04/23/21	INFRAMARK, LLC	62505	4/2021 MANAGEMENT FEE	Contracts-City Clerk	534379-51307	\$10,425.00
001	8635	04/23/21	INFRAMARK, LLC	62505	4/2021 MANAGEMENT FEE	Contracts-Finance	534376-51308	\$7,725.00
001	8635	04/23/21	INFRAMARK, LLC	62505	4/2021 MANAGEMENT FEE	Contracts-Admin Service	534375-51905	\$13,225.00
001	8635	04/23/21	INFRAMARK, LLC	62505	4/2021 MANAGEMENT FEE	Postage and Freight	541006-51307	\$16.83
001	8635	04/23/21	INFRAMARK, LLC	62505	4/2021 MANAGEMENT FEE	ProfServ-Web Site Maintenance	531094-51307	\$383.38
001	8637	04/23/21	MILNER INC LEASE	72115123	COPIER LEASE 4/1-4/30/2021	Lease-Copier	544008-51906	\$857.34
001	8637	04/23/21	MILNER INC LEASE	72115123	COPIER LEASE 4/1-4/30/2021	Due to Other Districts	206500	\$214.33
001	8640	04/28/21	OFFICE DEPOT	158327259002	INK	Office Supplies	551002-51306	\$35.52

**Payment Register by Fund
For the Period from 04/1/2021 to 4/30/2021
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	8640	04/28/21	OFFICE DEPOT	168051098001	MISC OFFICE SUPPLIES	Office Supplies	551002-51306	\$161.29
001	8640	04/28/21	OFFICE DEPOT	168081470001	CREAMER	Office Supplies	551002-51306	\$9.54
001	DD579	04/02/21	FPL	03222021-02039 ACH	ACCT# 51575-02039 2/19-3/22/2021	2/19-3/22/2021	543075-52902	\$71.66
001	DD580	04/04/21	CARD SERVICES CENTER ACH	03102021-0935 ACH	SERVICE FOR 2/10-3/1/2021	ASSOC OF RCRDS MGRS/ADMIN	554020-51307	\$205.00
001	DD580	04/04/21	CARD SERVICES CENTER ACH	03102021-0935 ACH	SERVICE FOR 2/10-3/1/2021	CS.CO/WBXHELPMN	554020-51307	\$39.90
001	DD580	04/04/21	CARD SERVICES CENTER ACH	03102021-0935 ACH	SERVICE FOR 2/10-3/1/2021	STK SHUTTERSTOCK	554020-51307	\$29.00
001	DD580	04/04/21	CARD SERVICES CENTER ACH	03102021-0935 ACH	SERVICE FOR 2/10-3/1/2021	AC FILTERS	551002-51306	\$33.00
001	DD580	04/04/21	CARD SERVICES CENTER ACH	03102021-0935 ACH	SERVICE FOR 2/10-3/1/2021	J2 EFAX SERVICE	554020-51306	\$16.95
001	DD580	04/04/21	CARD SERVICES CENTER ACH	03102021-0935 ACH	SERVICE FOR 2/10-3/1/2021	JABREWSKI	551002-51306	\$34.50
001	DD581	04/17/21	COMCAST	03262021-4953 ACH	ACCT# 8535 11 407 0674953 3/30-4/29/2021	Telephone, Cable and Internet Services	541016-51906	\$409.72
001	DD582	04/17/21	COMCAST	03262021-4961 ACH	ACCT# 8535 11 407 0674961 3/30-4/29/21	Telephone, Cable and Internet Services	541016-51906	\$561.88
001	DD585	04/18/21	FPL	04072021-89127 ACH	ACCT# 61367-89127 3/8-4/7/2021	Electricity	543075-52902	\$82.01
001	DD586	04/18/21	FPL	04072021-99121 ACH	ACCT# 09796-99121 3/8-4/7/2021	Electricity	543075-52902	\$92.23
001	DD574	04/02/21	KARA S. CRUMP	PAYROLL	April 02, 2021 Payroll Posting			\$2,787.98
001	DD575	04/02/21	KATRINA L. LONG	PAYROLL	April 02, 2021 Payroll Posting			\$2,787.98
001	DD576	04/02/21	ROGER B MANNING	PAYROLL	April 02, 2021 Payroll Posting			\$2,830.98
001	DD577	04/02/21	JOHNPAUL O'CONNOR	PAYROLL	April 02, 2021 Payroll Posting			\$923.50
001	DD578	04/02/21	PATRIC S. PAUL	PAYROLL	April 02, 2021 Payroll Posting			\$923.50
Fund Total								\$327,599.58

SPECIAL REVENUE FUND - COMPREHENSIVE PLANNING SVCS - 102

102	8611	04/02/21	CHEN MOORE & ASSOCIATES, INC.	0000139766	PROFESSIONAL PERSONNEL 2/1-2/28/2021	ProfServ-Engineering	531013-51501	\$28,104.86
102	8612	04/02/21	NOVA ENGINEERING AND	0251729	PROFESSIONAL SERVICE 3/1-3/27/2021	ProfServ-Building Permits	531091-51501	\$99,621.25
102	8624	04/13/21	PBC FINANCE DEPARTMENT	032021	3/2021 IMPACT FEES	Other Current Liabilities	229000	\$403,226.44
102	8627	04/16/21	CHEN MOORE & ASSOCIATES, INC.	0000139872	ENGINEERING SERVICE 3/1-3/31/2021	ProfServ-Engineering	531013-51501	\$24,542.45
102	8628	04/16/21	FED EX	7-333-57823	TO VINYASUN ON 3/30/2021	Postage and Freight	541006-51501	\$19.05
102	8636	04/23/21	GREATAMERICA FINANCIAL SERVICES CORP	29127988	KONICA LEASE 4/2021	Lease-Copier	544008-51501	\$315.13
102	8638	04/23/21	AT&T MOBILTY	87298217522X04092021	ACCT# 2872298217522 3/2-4/1/2021	Telephone, Cable and Internet Services	541016-51501	\$95.36
102	8639	04/27/21	SUN BOLT, INC.	9918-21	EMBROIDERY SHIRTS-BUILDING	Office Supplies	551002-51501	\$1,447.00
102	DD584	04/14/21	DBPR/BCAIB	041421	SURCHARGES	DBPR Surcharge	202115	\$5,032.93
102	DD584	04/14/21	DBPR/BCAIB	041421	SURCHARGES	DCA Surcharge	202117	\$7,455.41
Fund Total								\$569,859.88

Total Checks Paid	\$897,459.46
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File Attachments for Item:

A. Proclamation - Pride Month

Submitted By: Administration/Councilmember Long-Robinson

Proclamation

CITY OF WESTLAKE, FLORIDA

WHEREAS, the City of Westlake respects the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, every family deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, Westlake denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes; and

WHEREAS, Westlake appreciates the cultural, civic contributions of Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS, it is important that people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders.

NOW, THEREFORE, I, Roger Manning, by virtue of the authority vested in me as Mayor of the City of Westlake, Florida, do hereby proclaim June 2021 as LGBTQ + Pride Month.

NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL AND THE PEOPLE OF THE CITY OF WESTLAKE, I, ROGER MANNING, MAYOR OF THE CITY OF WESTLAKE, BY VIRTUE OF THE AUTHORITY VESTED IN ME, DO HEREBY OFFICIALLY PROCLAIM JUNE LGBTQ + PRIDE MONTH.

FURTHER, I call upon the residents of the City of Westlake to join me in this declaration of June LGBTQ + Pride Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Westlake, Florida to be affixed this 14th day of June 2021.

Roger Manning, Mayor

ATTEST:

Zoie P. Burgess, CMC
City Clerk

File Attachments for Item:

A. FIRST READING: An Ordinance to be known as the "Noise Ordinance", Chapter 23 Nuisances, Code of Ordinances

Submitted By: Planning & Zoning

ORDINANCE 2021-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA TO INCLUDE A SECTION TO BE KNOWN AS THE "NUISANCE ORDINANCE"; PROVIDING FOR DEFINITIONS; PROVIDING FOR NOISE RESTRICTIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING LAWS; PROVIDING FOR SEVERABILITY OF INVALID PROVISIONS; PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		June 14, 2021	Submitted By: <Denise Malone>	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		FIRST READING: An Ordinance to be known as the "Noise Ordinance", Chapter 23 Nuisances, Code of Ordinances		
STAFF RECOMMENDATION: (MOTION READY)				
SUMMARY and/or JUSTIFICATION:		<p>Noise Ordinance to establish rules, regulations, and guidelines regarding noise limits within the corporate limits of the City of Westlake.</p> <p>The City of Westlake declares excessive sound, or noise, adversely impacts the public health, and quality of life. Residents have a right and should be insured an environment free from excessive sound that may jeopardize their health or welfare.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Exhibit A: Ordinance 2021-01 Nuisances: Noise 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>	< Chapter 23 Nuisances: Noise Ordinance > < AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA TO INCLUDE A SECTION TO BE KNOWN AS THE "NUISANCE ORDINANCE"; PROVIDING FOR DEFINITIONS; PROVIDING FOR NOISE RESTRICTIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING LAWS; PROVIDING FOR SEVERABILITY OF INVALID PROVISIONS; PROVIDING AN EFFECTIVE DATE. >			
FISCAL IMPACT (if any):	No Fiscal Impact		\$	

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA TO INCLUDE A CHAPTER TO BE KNOWN AS "NUISANCE" AND ARTICLE TO BE KNOWN AS "NOISE"; PROVIDING FOR DEFINITIONS; PROVIDING FOR NOISE RESTRICTIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING LAWS; PROVIDING FOR SEVERABILITY OF INVALID PROVISIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of this ordinance is to establish rules, regulations, and guidelines regarding noise limits within the corporate limits of the City of Westlake, and

WHEREAS, excessive or unusually loud noise interferes with the peaceful enjoyment of residential property, can cause hearing loss, interferes with sleep, distracts from individual pursuits, and can cause serious annoyance and irritation to residents of the City of Westlake; and

WHEREAS, the City of Westlake City Council finds and declares that excessive sound, or noise, adversely impacts the public health, and quality of life; and

WHEREAS, the City of Westlake City Council determines that the regulation of sound is necessary and appropriate to further the public's health, safety and general welfare;

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

Section 1: Incorporation. The above recitals are confirmed, adopted, and are incorporated herein by reference.

Section 2: Nuisance. The code of ordinances for the City of Westlake shall contain a chapter entitled "Nuisances" which code shall contain the provisions as specifically set forth.

CHAPTER 23: NUISANCES

ARTICLE 23.1 Noise

Section 1: Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. All technical definitions not defined above shall be in accordance with applicable publications and standards of the American National Standards Institute (ANSI) S1.4-1983 (R2006) and ANSI S1.1-2013.

A-weighted sound level means the total sound level of all sound measured with a sound level meter with reference to a pressure of 20 micropascals using the A-weighting network (scale) and slow time response. The unit of measurement is the A-weighted dBA.

Certified outdoor venue means a property that has been approved by the City Council for an exception to the sound regulations regarding hours of operation and frequency of events and has met all of the requirements of Subsection 23.1(4)(B), and, if applicable, the conditions of developmental approval.

Decibel (dB) means the measure used in describing the amplitude of sound as set forth in American National Standards Institute specifications ANSI S1.1-2013.

Equivalent Continuous Sound Pressure Level (LEQ/LAEQ) means the steady sound pressure level which, over a given period of time, has the same total energy as the actual fluctuating noise.

Sound zone means that area designated as R-1, R-2, mixed use, medical, or town center on the official city zoning map.

Sound amplification device means a machine, equipment or device used to make sounds greater or louder.

Sound level meter means an instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks, for the measurement of sound levels as specified in American National Standards Institute specifications for sound-level meters (ANSI S1.4-1983 (R2006)).

Section 2: Generally

- A) **Sound disturbances prohibited.** It shall be unlawful for persons to make, continue or cause to be made, any excessive, unnecessary or unusually loud sound, or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable persons of normal sensibilities, within the town limits, as prohibited in this chapter.

Section 3: Indoor Noise Limitations

- A) **Operation of indoor sound amplification devices.** It is unlawful to use, operate or permit to be played, used or operated any indoor or in-vehicle sound amplification device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, pedestrians, or operators of vehicles with sound emanating therefrom. The operation of any such device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from a pedestrian, room, building, structure or vehicle in which said machine or device is being operated shall be prima facie evidence of a violation of this section.
- B) **Enclosed places of public entertainment.** It shall be unlawful to sustain in any enclosed place of public entertainment including, but not limited to, a restaurant, bar, cafe, club, nightclub, discotheque, or dance hall, a sound decibel equal to or in excess of 97 dBA sustained for more than 30 seconds. Such sound to be measured by a sound level meter approved by the American National Standards Institute from any area to which the public is invited within any enclosed place of public entertainment.

Section 4: Other Noise Limitations

- A) **Outdoor sound.**
 - (1) It is unlawful to create or to allow to be created any outdoor sound or to use, operate or permit to be played, used, or operated any outdoor sound amplification or device for the production or reproduction of sound that exceeds the levels established in Table 1 below when measured on any other property unless the venue has is a certified outdoor venue or unless a special events permit has been obtained.

- (2) The following sound standards, as measured at a three-minute, A-weighted equivalent continuous sound level (Leq), shall apply to all property within a designated sound zone:

Table 1. Allowable Exterior Sound Levels per Sound Zone (Sound Standards)

<i>Zone</i>	<i>Sunday – Thursday</i>	<i>Sunday – Thursday</i>	<i>Friday – Saturday; Holiday</i>	<i>Friday – Saturday; Holiday</i>
	<i>7:00 a.m. - 10:00 p.m.</i>	<i>10:00 p.m. - 7:00 a.m.</i>	<i>7:00 a.m. – 1:00 a.m.</i>	<i>1:00 a.m. – 7:00 a.m.</i>
R-1 and R-2 Sound Zone	78 dBA	55 dBA	78 dBA	55 dBA
Mixed Use Sound Zone	85 dBA	75dBA	85 dBA	65 dBA
Town Center Sound Zone	85 dBA	60 dBA	85 dBA	65 dBA
Medical Sound Zone	78 dBA	55 dBA	78 dBA	55 dBA

B) **Certified Outdoor Venue.** Certified outdoor venues are exempt from the sound standards found in Table 1 but must not exceed the sound standards found in Table 2 below unless a special events permit has been obtained.

- (1) An outdoor venue may be approved as a certified outdoor venue provided the following standards are met:
- (a) The City Council has approved a site plan which identifies the location and details of all sound amplification devices within a property intended to be an outdoor venue. The plan shall illustrate the means and methods the property owner will implement to minimize the projection of sound beyond the outdoor venue’s upland property lines to the upland property line of adjacent properties. The City Council may approve a site plan with conditions.
 - (b) Details and specifications of the proposed sound amplification system device which demonstrates that the sound is being transmitted through a professional sound system.
 - (c) The use of a professional sound system to control sound amplification with an automatic sound limiter and tamper-resistant volume control limiter. The volume shall be set and locked at and below the maximum permitted decibel level for the property at its upland property line. The sound levels from the outdoor venue shall not exceed the decibel levels established at the property line for properties located in adjacent zoning districts. The City shall be provided with the sound data report from the automatic sound limiter and access to the sound system upon request. The failure to provide the City with the sound data, or the refusal to provide the City with access to the data from the automatic sound limiter shall be a violation of this section.
 - (d) The installation of such sound attenuation at an adequate height, length, and density such as perimeter walls, berming or other barriers around the perimeter of the outdoor venue as necessary to ensure that the sound standards herein are met.
 - (e) Property owners who have an approved certified outdoor venue shall submit an annual event program schedule to the City by October 1st of each year identifying the events for the following calendar year, and designate which events, if any recurring events and those which require a separate special permit. The annual event program schedule shall be subject to the City Council’s review and approval regarding the frequency of the events proposed and to ensure the public’s safety at the outdoor venue. Property owners may apply for an amendment to the schedule at any time.

- (2) The following sound standards, as measured at a three-minute, A-weighted equivalent continuous sound level (Leq), shall apply to certified outdoor venues within a designated sound zone:

Table 2. Allowable Exterior Sound Levels per Sound Zone for Outdoor Venues Approved With Extended Hours (Sound Standards)

<i>Zone</i>	<i>Sunday – Thursday</i>	<i>Sunday - Thursday</i>	<i>Friday – Saturday; Holiday</i>	<i>Friday – Saturday; Holiday</i>
	<i>7:00 a.m. - 11:00 p.m.</i>	<i>12:00 a.m. - 7:00 a.m.</i>	<i>7:00 a.m. – 2:00 a.m.</i>	<i>2:00 a.m. – 7:00 a.m.</i>
R-1 and R-2 Sound Zone	78 dBA	55 dBA	78 dBA	55 dBA
Mixed Use Sound Zone	85 dBA	75dBA	90dBA	65dBA
Town Center Sound Zone	85 dBA	60dBA	90 dBA	65dBA
Medical Sound Zone	78 dBA	55 dBA	78dBA	55 dBA

Section 5: Vehicular Noises and Internal Combustion Engines.

- A) **Horns, signaling devices, etc.** It is unlawful to sound any horn or signaling device on any automobile, motorcycle, truck, or other vehicle on any street or public place of the town, or on private property, if the noise exceeds the standards established herein as measured from any private property or public place which is adjacent thereto, except as a danger warning, which creates any unreasonably loud or harsh sound for an unnecessary and unreasonable period of time, including the use of any signaling device, except one operated by engine exhaust, and the use of any such signaling device when traffic is for any reason held up.
- B) **Tire screeching.** The intentional and/or repeated creation of a noise disturbance through the acceleration, turning, or stopping of any motor vehicle is prohibited.
- C) **Exhausts.** The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom, is prohibited.
- D) **Defect in vehicle or load.** The use of any automobile, motorcycle, or vehicle so out of repair, so loaded, or in any other such manner as to create loud and unnecessary grating, grinding, rattling or other noise or noise disturbance is prohibited.

Section 6: Yelling, shouting, etc. It is unlawful to repeatedly, unnecessarily, and unreasonably yell, shout, hoot, whistle, or sing on the public streets at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence or of any persons in the vicinity.

Section 7: Hawkers; peddlers.

- A) Within the R-1 and R-2 zoning districts, the shouting and crying of peddlers, hawkers and vendors that disturbs the peace and quiet of the neighborhood is prohibited.
- B) The use of any drum or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show or sale is prohibited.
- C) However, the selling by shouting or outcry of merchandise, food, and beverages at licensed sporting events, stadiums, parades, fairs, circuses, approved special events, and other similar public entertainment events is permitted.

Section 8: Animals and birds.

- A) It shall be unlawful to keep or maintain any dog, cat, bird or other animal, within residential zones of the city which causes a noise disturbance by habitually howling, barking, meowing, squawking, or other noise making plainly audible at a distance of one hundred (100) feet from the building, structure, or yard in which the animal is located. It shall also be unlawful to cause any animal, bird or fowl to make or create any excessive or unnecessary noise by taunting, beating or coercing the animal, bird or fowl, or by depriving same of necessary food, water or shelter.
- B) The city manager or designee shall investigate an alleged violation of this section upon the receipt of either:
 - (1) Sworn affidavits of complaint signed by 2 unrelated residents living in separate dwellings in the close vicinity of the alleged violation; or
 - (2) Sworn affidavit of complaint signed by a resident living in the close vicinity of the alleged violation together with a video tape of the activity complained of recorded by, or recorded in the physical presence of, such resident.
- C) The affidavit(s) shall specify the address or location of the alleged violation, the nature, time and date(s) of the act, the name and address of the owner or custodian, if known, and a description of the animal, if known. The video tape shall include the date and time of the event being recorded and shall provide evidence of the nature and extent of the violation.
- D) Upon receipt of the materials set forth in either 23.1(4)(i) or (4)(ii), enforcement procedures pursuant to the City's Code may be instituted against the owner or custodian of any animal alleged to be in violation of this section.

Section 9: Emergency Generators in all residential districts.

The following provisions shall apply to emergency generators in all residential districts.

Emergency generators shall be exempt from the sound standards set forth in Table 1 when operated during power outages; provided however, in no event shall the sound rating value of emergency generators in any residential district exceed 72 dBA from 10:00 p.m. – 7:00 a.m. Emergency generators in all residential districts may be operated for testing purposes for a period not to exceed 30 minutes in any 7-day period. Testing of emergency generators is prohibited between the hours of 8:00 p.m. and 7:00 a.m. Emergency generators shall be exempt from the sound standards set forth in section Table 1 when operated during the normal course of installation or repair.

Section 10: Loading, unloading, and unpacking.

No person shall load, unload, pack or unpack or open crates, boxes or containers on any vehicle as to create a noise disturbance within the R-1 or R-2 sound zones between the hours of 10:00 p.m. and 7:00 a.m. This section shall not apply to holders of solid waste franchises or to any solid waste collection.

Section 11: Construction or repairing of buildings.

The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 8:00 p.m. on weekdays (Monday through Friday), and on Saturdays between the hours of 8:00 a.m. and 4:00 p.m. (collectively, the "permitted work hours"), except in case of urgent necessity in the interest of public health and safety, is prohibited without specific permission from the city manager. Permission may be granted for a period not to exceed three days while the emergency continues and may be renewed for periods of three days or less while the emergency continues. If the city manager determines that the public health and safety will not be impaired by the erection,

demolition, alteration or repair of any building or the excavation of streets and highways outside the permitted work hours, and if he/she determines that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done outside the permitted work hours. Application for such permission shall be made to the city manager at the time the permit for the work is awarded or during the progress of the work.

Section 12: Schools, courts, churches, and hospitals.

The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same are in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, is prohibited. Conspicuous signs shall be displayed in such streets indicating that it is a street in which there is a school, church, hospital or court.

Section 13: Lawn maintenance equipment.

The operation of lawn mowers, edgers, trimmers, chainsaws, and power-driven hedge shears in a residential noise zone, or within 300 feet thereof, is prohibited between the hours of 10:00 p.m. and 7:00 a.m.

Section 14: Power tools.

No person shall operate within a residential noise zone, or within 300 feet thereof, any power equipment, excluding construction equipment used for construction activities, such as, but not limited to, chain saws, pavement breakers, log chippers, riding tractors, and power hand tools, between the hours of 10:00 p.m. and 7:00 a.m. This section shall not apply if the sound produced by such power equipment cannot be heard outside that person's property boundary.

Section 15: Blowers, fans, or internal combustion engines.

The operation of any noise-creating blower or power fan is prohibited unless the noise from such blower or fan is muffled sufficiently to reduce such noise to meet the applicable noise zone standards as set forth in Table 1.

Section 16: EXEMPTIONS.

The provisions of this Chapter shall not apply to:

- A) Radios, sirens, horns and bells and other sounds created by police, fire, and other emergency response vehicles.
- B) Parades, fireworks displays, and other activities for which a permit has been obtained from the City Manager or his/her designee, within such hours and in accordance with such restrictions as may be imposed as conditions for the issuance of the permit.
- C) The emission of sound in the performance of an activity for which the City Manager or designee has expressly approved, subject to any conditions imposed by the City Manager or designee.
- D) Noises resulting from emergency work, including but not limited to the use of generators or other equipment by communications and public utility companies in connection with a commercial power outage and/or restoration of service operations and the use of emergency generators due to loss of power other than non-payment of utility services.
- E) Indoor and outdoor activities within Amenity Center parcels that are owned or operated by homeowners/property owners' associations; however, all events at such locations that create noise in excess of the limits in Table 1 shall end no later than 11:00 p.m.

Section 17: Enforcement program.

- A) The purpose and intent of this article goes beyond the mere issuance of citations and filing of prosecutions for violations hereof. Code enforcement officers or others charged with the enforcement of this Chapter are directed to help and assist those persons creating excessive and unusual loud noise to conform to the standards as herein provided whenever possible by voluntary compliance.
- B) If the potential noise violation is being investigated as a result of a complaint, the sound measurement shall be taken from 50 feet from the property about which the complaint has been made or at any location on the receiving property. If the sound level on the receiving property exceeds the applicable sound standard in Table 1 or Table 2 for such receiving property, a noise violation will be deemed to have occurred.
- C) If no complaint has been made, the sound measurement shall be taken 50 feet from the property generating the noise. If the sound level at the place of sound measurement exceeds the applicable sound standard in Table 1 or Table 2 for the property generating the sound, a noise violation will be deemed to have occurred.
- D) If an acoustically effective intervening wall or barrier exists between the sound source of concern and a receiving property, the effects of the wall shall be considered.

SECTION 3: REPEAL:

The provisions of Ordinance No. 2019-04 enumerated below are hereby repealed:

~~**22.50 – Noise and Inoperable Vehicles**~~

~~**22.51 – Shouting and yelling.**~~

~~From 10:00 p.m. on each day from Sunday through Thursday through 7:00 a.m. on the next day, from 12:00 a.m. on Friday through 7:0 a.m. on Saturday, and from 12:00 a.m. on Saturday through 12:00 noon on Sunday, no person on property within a residential district or a conservation district within the city shall yell, shout, or otherwise verbally create noise, either individually or in concert with other persons at the same time and place, that can be heard at a distance of more than seventy five feet from the boundary line of such property.~~

~~**22.52 – Loudspeakers, amplifiers, and sound trucks.**~~

- ~~(a) No person shall, either as principal, agent, or employee, play, use or operate for any purpose whatsoever, on or upon the public streets, alleys, parks, or thoroughfares in the city, any device known as a sound truck, loudspeaker, or sound amplifier, or any other electronic or mechanical device with a loud speaker or sound amplifier, or any other instrument known as a calliope, which is attached to or located upon any vehicle or other device, equipment, or mechanism capable of moving or being moved upon the streets or public places of the city and which emits noise intended to be heard by persons other than those occupying the vehicle or other device, equipment, or mechanism on which such loudspeaker, sound amplifier, or other instrument is attached or located.~~
- ~~(b) An exception to the provisions of this section may be permitted for public or charitable purposes as written permission for same is granted by the city, provided that use shall not be permitted before 7:00 a.m. or after 7:00 p.m. and use shall not~~

~~be permitted with ½ mile of any hospital nor within ½ mile of any school or church while it is in session.~~

SECTION 4: SEVERABILITY:

The provisions of this Ordinance are severable, and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided for. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION 5: CONFLICT OF LAW:

In the event this Ordinance conflicts with any other Ordinance of the City of Westlake or other applicable law, the more restrictive shall apply. If any phrase or portion of the Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 6: CODIFICATION AND SCRIVENER'S ERRORS:

The City of Westlake intends that this Ordinance will be made part of the City of Westlake Code of Ordinances; and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" can be changed to "Section," "Article" or some other appropriate word or phrase to accomplish codification.

SECTION 7: EFFECTIVE DATE. This ordinance shall be effective upon adoption on second reading.

PASSED this ____ day _____, 2021, on first reading.

PUBLISHED on this ____ day of _____, 2021 in the Palm Beach Post.

PASSED AND ADOPTED this ____ day of _____, 2021, on second reading.

City of Westlake
Roger Manning, Mayor

Zoie Burgess, City Clerk

Approved as to Form and Sufficiency
Donald Doody, City Attorney

Roll Call

Mayor Manning

File Attachments for Item:

B. FIRST READING: Ordinance amending Ordinance 2017-7 to authorize a Residential Solid Waste Services Special Assessment

Submitted By: Interim City Attorney

ORDINANCE 2021-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, TO AMEND ORDINANCE 2017-7 "SOLID WASTE COLLECTION" TO AUTHORIZE AND PROVIDE FOR THE LEVY AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT RELATED TO THOSE SERVICES WITHIN CITY OF WESTLAKE; AMENDING DEFINITIONS IN ORDINANCE 2017-7 AND PROVIDING FOR ADDITIONAL DEFINITIONS AND FINDINGS RELATING TO THE SPECIAL ASSESSMENT; CREATING A NEW SECTION 10A TO ORDINANCE 2017-7, ENTITLED "RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT," AND SUBSECTIONS 10A-1 THROUGH 10A-19, AUTHORIZING THE IMPOSITION AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING THAT RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL; ESTABLISHING PROCEDURES AND METHODS FOR THE COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS; ESTABLISHING THE PRIORITY OF THE LIEN OVER PRIOR RECORDED LIENS OR MORTGAGES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:	June 14, 2021	Submitted By: Legal	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	First Reading of Ordinance amending Ordinance 2017-7 to authorize a Residential Solid Waste Services Special Assessment		
STAFF RECOMMENDATION: (MOTION READY)	Motion to Approve		
SUMMARY and/or JUSTIFICATION:	<p>The City Council adopted Ordinance 2017-7 on January 8, 2017. Ordinance 2017-7 authorizes the collection of solid waste and recyclable materials within the City, and provides for definitions relating to those services.</p> <p>On July 22, 2019, the City entered into an Agreement with Advanced Disposal Services Solid Waste Services, Inc., for the collection of solid waste and recyclable materials in the City.</p> <p>On December 14, 2020, the City Council adopted Resolution 2020-40, referred to as the Intent Resolution, in order to commence the process to levy and collect a special assessment for the collection and disposal costs of the mandatory solid waste services for residential properties in the City using the statutory Uniform Assessment Collection Act (“Uniform Method”) to collect the special assessment on the annual property tax bills commencing with the tax bills mailed in November, 2021.</p> <p>The proposed ordinance would authorize a Residential Solid Waste Services Special Assessment. The special assessment would fund the costs of providing Residential Solid Waste Collection Services and Residential Recycling Collection Services.</p> <p>The proposed ordinance amends definitions in Ordinance 2017-7, and replaces and adds definitions relating to the special assessment. The ordinance provides the process for levying and enforcing the special assessment, including required resolutions, notices and public hearings, all consistent with the requirements for collecting the special assessment using the Uniform Method. The ordinance also provides for alternate methods of collection and enforcement of the special assessment.</p> <p>Note that the proposed ordinance does not actually levy the special assessment. The City Council will need to take further action in the form of adoption of resolutions and conducting a public hearing, as described in the proposed ordinance.</p>		
	SELECT, if applicable	AGREEMENT:	BUDGET:
	STAFF REPORT:	PROCLAMATION:	
	EXHIBIT(S):	OTHER:	

<p>IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i></p>	<p>Proposed Ordinance Ordinance 2017-7 Resolution 2020-40</p>		
<p>SELECT, if applicable</p>	<p>RESOLUTION:</p>	<p>ORDINANCE:</p>	
<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><Enter Short Resolution/Ordinance Title Here></p> <p>AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, TO AMEND ORDINANCE 2017-7 "SOLID WASTE COLLECTION" TO AUTHORIZE AND PROVIDE FOR THE LEVY AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT RELATED TO THOSE SERVICES WITHIN CITY OF WESTLAKE; AMENDING DEFINITIONS IN ORDINANCE 2017-7 AND PROVIDING FOR ADDITIONAL DEFINITIONS AND FINDINGS RELATING TO THE SPECIAL ASSESSMENT; CREATING A NEW SECTION 10A TO ORDINANCE 2017-7, ENTITLED "RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT," AND SUBSECTIONS 10A-1 THROUGH 10A-19, AUTHORIZING THE IMPOSITION AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING THAT RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL; ESTABLISHING PROCEDURES AND METHODS FOR THE COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS; ESTABLISHING THE PRIORITY OF THE LIEN OVER PRIOR RECORDED LIENS OR MORTGAGES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</p>		
<p>FISCAL IMPACT <i>(if any):</i></p>			<p>\$</p>

1st Reading _____
2nd Reading _____

ORDINANCE 2021-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, TO AMEND ORDINANCE 2017-7 “SOLID WASTE COLLECTION” TO AUTHORIZE AND PROVIDE FOR THE LEVY AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT RELATED TO THOSE SERVICES WITHIN CITY OF WESTLAKE; AMENDING DEFINITIONS IN ORDINANCE 2017-7 AND PROVIDING FOR ADDITIONAL DEFINITIONS AND FINDINGS RELATING TO THE SPECIAL ASSESSMENT; CREATING A NEW SECTION 10A TO ORDINANCE 2017-7, ENTITLED “RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT,” AND SUBSECTIONS 10A-1 THROUGH 10A-19, AUTHORIZING THE IMPOSITION AND COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING THAT RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL; ESTABLISHING PROCEDURES AND METHODS FOR THE COLLECTION OF A RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS; ESTABLISHING THE PRIORITY OF THE LIEN OVER PRIOR RECORDED LIENS OR MORTGAGES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 8, 2018, the City Council of the City of Westlake enacted Ordinance 2017-7 to provide for a mandatory solid waste collection program, and that the City would provide for the collection of solid waste, bulk waste, vegetative waste and recyclable materials from all residential dwelling units in the City; and,

WHEREAS, Ordinance 2017-7 included definitions and other matters that provide for the intent of the City to enter into a services contract for solid waste and recycling services, as well as the levy of a special assessment to collect the costs of providing such services; and,

WHEREAS, the City Westlake has 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 and Residential Recycling Collection Services to, among others, all residential properties that receive Residential Solid Waste Services within the City; and,

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Words in underlined type are additions.

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, including the costs of collecting recyclable materials since that service is included in the charges for Residential Solid Waste Services, to all residential units that receive Residential Solid Waste Services from the City, through the Contract, with 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 properties 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, as defined herein, by the City through the Contract provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; 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 the Contract or residential units, consistent with the methodology and allocation as provided hereinafter.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA:

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

Section 2. Amendment to Ordinance 2017-7: Section 4, entitled "Definitions":
The City Council hereby amends Ordinance 2017, Section 4 entitled "Definitions" as follows:

Definitions. When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly requires otherwise:

- (1) *Assessed ~~Unit~~Property* means any Collection unit which is subject to the Solid Waste Collection Special Assessment.
- (2) *Authority* means the Solid Waste Authority of Palm Beach County.
- (3) *Biohazardous or biomedical waste* shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist, but are not limited to, diseased human and

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Words in underlined type are additions.

animal; parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

(4) *Bulk Trash* shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with vegetative waste. There shall be no weight limit for any item of bulk trash.

(5) *City* means City of Westlake, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

(6) *City Manager* means the City Manager of the City, or such person's designee.

(7) *City Council* means the City Council for the City.

(8) *Clerk* means the City Clerk, or such other person as may be duly authorized to act on such person's behalf.

~~(5)~~(9) *Collection unit* means any parcel of improved real property located within the city that generates or is capable of generating solid waste and that contains buildings, structures or other improvements designed or constructed for and capable of use by or used for human habitation, human activity or commercial enterprises.

~~(6)~~(10) *Collection* shall mean the process whereby solid waste, garbage, trash, bulk, trash vegetative waste, recyclable materials, construction and demolition debris is removed and transported to a designated facility.

~~(7)~~(11) *Commercial Recycling Collection Service* shall mean the collection of recyclable materials by a contractor for entities within the service area that are not serviced by residential recycling collection service.

~~(8)~~(12) *Commercial Solid Waste* shall include any garbage, bulk trash, trash or vegetative waste that is not residential solid waste. Substantial effort shall be make not to commingle garbage, trash or bulk trash with vegetative waste.

~~(9)~~(13) *Commercial Solid Waste Collection Service* includes any garbage, bulk trash, trash or vegetative waste that is not residential solid waste. Substantial effort shall be made not to commingle garbage, trash or bulk trash with vegetative waste.

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~~(10)~~(14) *Commercial Solid Waste Collection Service* shall mean the collection of the commercial solid waste within the service area. Such service includes both containers and compactors, but does not include roll-off collection services.

~~(11)~~(15) *Compactor* shall mean a container which has compaction mechanisms(s) whether stationary or mobile, all inclusive.

~~(12)~~(16) *Construction and Demolition Debris (C&D)* shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de-Minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

~~(13)~~(17) *Container* shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the City Manager, or designee, in writing.

~~(14)~~(18) *Containerized Residential Recycling Collection Services* shall mean the collection of recyclable materials by the contractor from dwelling units in the service area that requires the use of containers for the collection of recyclable materials and which also receive residential collection services for solid waste, and the delivery of those recyclable materials to a materials recycling facility.

~~(15)~~(19) *Containerized Residential Solid Waste Collection Service* shall mean solid waste collection service of all dwelling units whose garbage, trash bulk trash or vegetative waste is collected by means of a central or shared container and not by means of a garbage can. Vegetative waste shall not be commingled with garbage, trash, or bulk trash.

~~(16)~~(20) *Contract* shall mean an agreement, executed between the City and the contractor for the performance of the specified solid waste and recycling collection agreement, as amended from time to time.

~~(17)~~(21) *Contractor* means the person, firm, corporation or entity designated by the City to perform the specified services in accordance with the terms of the contract.

~~(18)~~(22) *Contract Administrator* shall mean the person(s) designated by the City Manager who shall act as the City's representative in the administration and supervision of the contract and any other contractual agreement(s) relating to solid waste management and solid waste collection program.

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~~(19)~~(23) *Curbside Residential Recycling Collection Service* shall mean the collection of recyclable materials by a contractor from all dwelling units in the service area that also receive curbside residential solid waste collection for solid waste and other dwelling units as are designated by the city, and the delivery of those recyclable materials to the solid waste authority's materials recycling facility or designated solid waste authority transfer station.

~~(20)~~(24) *Curbside Residential Solid Waste Collection Service* shall mean residential solid waste and vegetative waste collection service for all dwelling units whose garbage is collected by means of a garbage can at curbside or roadway.

~~(21)~~(25) *Department* shall mean the Florida Department of Environmental Protection.

~~(22)~~(26) *Disposal Costs* shall mean the "tipping fees" or landfill costs charged by others for disposal of the waste collected.

~~(23)~~(27) *Designated Facility* shall mean a Solid Waste Authority or Palm Beach County owned disposal, processing, recovery, recycling or transfer facility, or a processing facility permitted by the Solid Waste Authority of Palm Beach County.

~~(24)~~(28) *Dwelling Unit* shall mean type of structure or building unit intended for a capable of being utilized for residential living other than a licensed hotel or motel unit.

~~(25)~~(29) *Fiscal Year* means the period between October 1 of a given year and September 30 of the following year.

(30) *Final Assessment Resolution* means the Resolution described in Section 10A-8 hereof, which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of the initial Residential Solid Waste Services Special Assessment.

(31) *Fiscal Year* means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

~~(26)~~(32) *Garbage* shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative waste shall to be commingled with garbage in the same collection. Garbage shall not include any material that falls within the definition of special waste.

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~~(27)~~(33) *Garbage Receptacle or Can* shall mean any commonly available rotationally molded, rubberized, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A garbage can is also defined as a heavy duty, securely tied, plastic bag designated for use as a garbage receptacle. Such container, including materials, shall not exceed 50 gallons in capacity or 50 pounds in weight, unless a contractor implements an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the contractor's equipment supplied by the contractor and approved by the city.

~~(28)~~(34) *Governmental Agencies* means all state, federal, and local units of government, or any agency or department thereof, which is the owner of any collection unit within the city.

~~(29)~~(35) *Hazardous Waste* shall mean solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

~~(30)~~(36) *Hotel or Motel* shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition the hotel or motel must be licensed to operate as such. Transient has the meaning as defined in F.S. ch. 509, or its successor law.

~~(31)~~(37) *Illegal Dumping* shall mean the act of depositing solid waste, bulk trash, vegetative waste or C&D on property which has not been permitted as a designated facility by the solid waste authority.

(38) *Initial Assessment Resolution* means the Resolution described in Section 10A-4 hereof, which shall be the initial proceeding for the imposition of the Residential Solid Waste Services Special Assessment.

~~(32)~~(39) *Litter* shall mean solid waste or any other waste material which is thrown, cast, scattered, dropped, spilled or deposited on public or private property, including rights of way and parking lots, through intent or negligence which tends to create a danger to public, health, safety and welfare.

~~(33)~~(40) *Mixed Paper* shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.

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~~(34)~~(41) *Non-assessed Unit* means any collection unit or portion thereof that is not an assessed unit.

(42) *Ordinance* means this Ordinance as amended from time to time.

~~(35)~~(43) *Owner* means the person or persons owning an interest in a collection unit, assessed unit or non-assessed unit.

~~(36)~~(44) *Person* means any natural person, or partnership, firm, corporation or other legal entity.

(45) *Preliminary Assessment Resolution* means the Resolution described in Section 10A-9 hereof, which sets forth the preliminary assessment rates for the upcoming fiscal year, establishing the public hearing, and other related matters.

~~(37)~~(46) *Property Appraiser* means the Palm Beach County Property Appraiser.

~~(38)~~(47) *Public Awareness Program* shall mean that program developed by the City to inform and encourage residential and commercial solid waste collection customers to use all solid waste and recycling collection services offered by or through the City. It shall also mean information concerning level of service and changes in scope of service.

~~(39)~~ *Rate Resolution* means resolutions of the City described in this ordinance relating to rates and fees charged for the operation, maintenance and administration of the solid waste program and mandatory solid waste collection program.

~~(40)~~(48) *Recyclable Materials* shall mean newspapers (including inserts), aluminum, plastic containers, glass bottles and jars, milk and juice cartons, aseptic containers, corrugated cardboard, brown paper bags, mixed paper, tin and ferrous cans, household dry-cell batteries (no wet-cell batteries), and other solid waste materials added upon agreement between the city and its contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

~~(41)~~(49) *Recycling* means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

~~(42)~~(50) *Recycling Container* shall mean a rigid container made of plastic or other suitable substance that is used for the storage of recyclable materials.

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~~(43)~~(51) *Residential Recycling Collection Service* shall mean curbside residential recycling collection services and containerized residential recycling collection service.

~~(44)~~(52) *Residential Solid Waste* shall mean garbage, trash and bulk trash resulting from the normal housekeeping activities of a dwelling unit, but shall not include vegetative waste. Residential solid waste shall also mean construction and demolition debris (C&D) resulting from minor home repair from the dwelling unit.

~~(45)~~(53) *Residential Solid Waste Collection ~~Services~~* shall mean curbside residential solid waste collection service and/or containerized residential solid waste collection service.

(54) *Residential Solid Waste Services* shall mean, collectively, Residential Recycling Collection Services and Residential Solid Waste Collection Services.

(55) *Residential Solid Waste Services Special Assessment* means a special assessment imposed by the City upon residential properties within the City to fund, collectively, the City's provision of Residential Solid Waste Services to such properties, including Disposal Costs; provided that the Residential Solid Waste Collection Special Assessment may not include the Disposal Costs of such collected solid waste if the cost of disposal of such solid waste is separately imposed upon such assessed unit by the authority.

(56) *Residential Solid Waste Services Special Assessment Roll* means the roll created that includes all parcels within the City and their assigned Residential Solid Waste Services Special Assessment approved by a Final Assessment Resolution or an Annual Assessment Resolution pursuant to Sections 15-10 and 15-12 hereof.

(57) *Residential Solid Waste Services Cost* means the estimated amount for any Fiscal Year of all expenditures and reasonable reserves that are properly attributable to the Residential Solid Waste Services provided to Residential properties within the City under generally accepted accounting principles, including, without limiting the generality of the foregoing, contract costs and franchise fees charged by a service provider pursuant to an agreement with the City to provide the Residential Solid Waste Services, costs and charges for transporting residential solid waste for disposal, Disposal Costs, reimbursement to the City for any moneys advanced for the Residential Solid Waste Services, and costs associated with levying the special assessment, including, but not limited to, legal and administrative fees, and charges for services provided by the Palm Beach County Property Appraiser and Palm Beach County.

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~~(46)~~(58) *Roll-off Collection Service* shall mean the collection of C&D only roll-off containers, or the collection of C&D by other mechanical means, within temporary

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locations in the service area, limited to new construction sites and remodeling or refurbishment sites. Roll-off collection service shall also mean the collection of horticultural or agricultural waste at horticultural or agricultural nurseries, but only when the customer chooses to use roll-off containers for horticultural or agricultural waste and horticultural and agricultural waste shall not include any other type of waste including, but not limited to, special waste, garbage or recyclable material.

~~(47)~~(59) *Roll-off Collection Service Provider* shall mean the person(s), firm(s), corporation(s), or other legal entity(ies) permitted by the City to provide temporary roll off or similar C&D collection services within the service area in accordance with terms and conditions established by the city. The city may determine that the contractor may provide this service as an exclusive part of the contract to provide mandatory solid waste collection service within the service area.

~~(48)~~(60) *Service Area* shall mean the area within the incorporated boundaries of the City of Westlake, Florida, for which the solid waste management and mandatory solid waste collection program is administered as provided in the contract as it may be amended from time to time.

~~(49)~~(61) *Sludge* shall mean a solid or semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

~~(50)~~(62) *Solid Waste* shall mean garbage, bulk trash, C&D debris, litter, trash, vegetative waste or other discarded material resulting from domestic, industrial, commercial, agriculture or governmental operations excluding special waste as defined herein.

~~(51)~~(63) *Solid Waste Authority Disposal Facility* shall mean place or places specifically managed or operated by the solid waste authority of Palm Beach County.

~~(52)~~(64) *Solid Waste Collection Program* means the services and means of collecting solid waste from a collection unit through the use of equipment, trucks, containers, personnel, contracted or permitted services, and all real or personal property owned, leased, operated or used by the City of Westlake for the purpose of providing the solid waste collection services generally described in this ordinance.

~~(53)~~ ~~*Solid Waste Collection Special Assessment* means the special assessment imposed by the City of Westlake upon an assessed unit for the collection of solid waste for the applicable fiscal year based upon the classification of the use of such assessed unit as set forth in the rate resolution. The solid waste collection special assessment~~

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~~may not include the cost of disposal of such collected solid waste if the cost of disposal of such solid waste is separately imposed upon such assessed unit by the authority.~~

~~(54) *Solid Waste Collection Special Assessment Roll* means the list prepared by and adopted by the City of Westlake each fiscal year containing a summary description of each assessed unit, the name and address of the owner of each such assessed unit as indicated on the records maintained by the property appraiser and the amount of the solid waste collection special assessment applicable to each assessed unit.~~

~~(55)~~(65) *Solid Waste Management Program* means the program of managing the generation, storage, collection, transporting, processing and disposal of solid waste within the City of Westlake. The program provides for the regulation, permitting, contracting and enforcement of all aspects of this program.

~~(56)~~(66) *Special Services* shall mean any services requested or required by the customer which are in addition to, or a change in, residential solid waste collection service, residential recycling collection service, commercial recycling collection service and commercial solid waste collection service as set out or similar to those provided for in the contract.

~~(57)~~(67) *Special Waste* shall include automobiles, boats, internal combustion engines, non- automobile tires, sludge, dead animals, septic tank waste biohazardous or biomedical waste liquid waste and hazardous waste. Special waste may also include items determined by the contract administrator to be reasonably unmanageable.

~~(58)~~(68) *Tax Collector* means the Palm Beach County Tax Collector.

(69) *Tax Roll* means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

~~(59)~~(70) *Trash* shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include vegetative waste.

~~(60)~~(71) *Uncontrollable Forces* shall mean any event which results in the prevention or delay of performance by a party of its obligations under the contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fires, flood, hurricanes, earthquakes, storms, lightening, epidemic, war, riot, civil disturbances, sabotage, and governmental actions.

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(72) Uniform Assessment Collection Act means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

~~(61) Uniform Method means the "Uniform Method for the Levy, Collection and Enforcement of Non Ad Valorem Assessments" prescribed by F.S. ch. 197, as amended and supplemented.~~

~~(62)~~(73) Vegetative Waste shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. AH grass clippings, leaves, pine needles, and similar loose items must be bagged or containerized. Vegetative waste, except palm fronds, must be no more than six feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as vegetative waste and any section must not be more than eight feet in length and must be under 50 pounds.

Section 3. Amendment to Ordinance 2017-7: Section 10A, entitled "Residential Solid Waste Services Special Assessment": The City Council hereby amends Ordinance 2017, to add a new Section 10A entitled Residential Solid Waste Services Special Assessment," and subsections 10A-1 through 10A-19, as follows:

SECTION 10A – RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT

SECTION 10A-1. GENERAL FINDINGS. It is hereby ascertained,

determined, and declared that:

(A) Pursuant to Article VIII, Section 2(b), Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances.

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(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of Residential Solid Waste Services Special Assessments by the City.

(C) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of Residential Solid Waste Services Special Assessments under the constitutional and statutory power of the City; (2) authorize a procedure for the funding of Residential Solid Waste Services provided to Residential properties within the City; and (3) legislatively determine the special benefit provided to Assessed Properties from the Residential Solid Waste Services.

SECTION 10A-2. LEGISLATIVE DECLARATIONS OF SPECIAL BENEFIT. It is hereby ascertained and declared that the Residential Solid Waste Services provide a special benefit to the Assessed Property based upon the following legislative determinations:

(A) The recipients of the City's Residential Solid Waste Services will enjoy protection and enhancement of public health and safety by the provision of reliable and effective service to persons who own or use such property, and enrichment of property

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value and minimization of potential liability attendant with the use of the assessed property.

(B) The special benefit received by Assessed Property is the collection and removal and disposal of solid waste, and removal and processing of recyclable materials from the Assessed Properties through a service provided by the City that ensures that real properties do not become polluted or overrun by solid waste generated by the residential use on the property, or if no Solid Waste Services were made available the potential overrun of solid waste and recyclable materials onto the property from adjacent properties.

SECTION 10A-3. RESIDENTIAL SOLID WASTE SERVICES ASSESSMENTS

AUTHORIZED. The City Council is hereby authorized to impose Residential Solid Waste Services Special Assessments against Residential property located within the City. The Residential Solid Waste Services Cost may be assessed against Residential properties within the City at a rate of assessment based upon the special benefit accruing to such property from the Residential Solid Waste Services provided by the City.

SECTION 10A-4. INITIAL ASSESSMENT RESOLUTION. The initial proceeding for imposition of the Residential Solid Waste Services Special Assessments shall be the City Council's adoption of an Initial Assessment Resolution. The Initial Assessment Resolution shall (A) describe the Residential Solid Waste Services proposed for funding from the proceeds of the Residential Solid Waste Services Special Assessments; (B) estimate the Residential Solid Waste Services Cost; (C) describe the proposed method of apportioning

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the Residential Solid Waste Services Cost among the Assessed Properties, as applicable, such that the owner of any parcel of property can objectively determine the amount of the Residential Solid Waste Services Special Assessments upon the Assessed Property; and (D) include specific legislative findings that recognize the equity provided by the apportionment methodology and specific legislative findings that recognize the special benefit provided by the Residential Solid Waste Services.

SECTION 10A-5. RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, a preliminary Residential Solid Waste Services Special Assessment Roll that contains the following information:

(1) a summary description of each parcel of property (conforming to the description contained on the Tax Roll) subject to the Residential Solid Waste Services Special Assessment;

(2) the name of the owner of record of each parcel as shown on the Tax Roll, in compliance with applicable state statutes on exempt and confidential information; and

(3) the estimated Residential Solid Waste Services Special Assessment to become due in the Fiscal Year;

(B) Copies of the Initial Assessment Resolution and the preliminary Residential Solid Waste Services Special Assessment Roll shall be on file in the office of

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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 be in printed form if the amount of the Residential Solid Waste Services Special Assessment for each parcel of property can be determined by use of a computer terminal available for use by the public.

SECTION 10A-6. NOTICE BY PUBLICATION. After filing the Residential Solid Waste Services Special Assessment Roll in the office of the City Clerk, as required by Section 10A-5 hereof, the City Manager shall cause to be published once in a newspaper of general circulation within the City a notice stating that a public hearing of the City Council will be held on a certain day and hour, not earlier than twenty (20) calendar days from such publication, at which hearing the City Council will receive written comments and hear testimony from all interested persons regarding adoption of the Final Assessment Resolution in the initial year and Annual Assessment Resolution in subsequent years, and approval of the Residential Solid Waste Services Special Assessment Roll. Notwithstanding that the City may use a different collection procedure in any fiscal year, the published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act for purposes of the Residential Solid Waste Services Special Assessment.

SECTION 10A-7. NOTICE BY MAIL. In addition to the published notice required by Section 10A-6, the City Manager shall cause to be provided notice of the proposed Residential Solid Waste Services Special Assessments to the owner of each

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parcel of property subject to the Residential Solid Waste Services Special Assessments.
The form of such notice shall conform to the requirements set forth in the Uniform Assessment Collection Act, notwithstanding that the City may use a different collection procedure in any fiscal year. The notice shall be mailed by either first class mail, or by use of the Annual Truth in Millage Notice should the City utilize the Uniform Assessment Collection Act, at least twenty (20) calendar days prior to the hearing to each property owner, at such address as is shown on the Tax Roll at the time the notices are prepared for mailing. Notice shall be deemed mailed upon delivery thereof to the possession of the U.S. Postal Service. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Residential Solid Waste Services Special Assessment Roll nor release or discharge any obligation for the payment of a Residential Solid Waste Services Special Assessment imposed by the City Council pursuant to this Ordinance.

SECTION 10A-8. FINAL ASSESSMENT RESOLUTION. In the initial year of the Residential Solid Waste Services Special Assessment, at the time named in such notice, or such time to which an adjournment or continuance may be taken, the City Council shall receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Final Assessment Resolution which shall (A) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (B) approve the Residential Solid Waste Services Special Assessment Roll, with such amendments as it

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deems just and right; and (C) determine the method of collection. All objections to adoption of the Final Assessment Resolution shall be made in writing, and filed with the Clerk at or before the time or adjourned time of such hearing.

SECTION 10A-9. PRELIMINARY RATE RESOLUTION. Prior to the adoption of the Annual Assessment Resolution pursuant to Section 10A-10 herein, the City Council shall adopt a Preliminary Assessment Resolution, which shall include without limitation:

(A) A brief description of the Residential Solid Waste Services to be provided by the City;

(B) The amount of the cost of providing Residential Solid Waste Services to be assessed upon specially benefited properties within the City;

(C) Setting forth the date, time and location for the City Council to consider public comments on the adoption of the Annual Assessment Rate Resolution;

(D) Directing the City Manager, or designee, to update the Assessment Roll; and,

(E) Directing the requisite notice be provided to affected property owners for a public hearing to adopt the Annual Assessment Resolution.

SECTION 10A-10. ANNUAL ASSESSMENT RESOLUTION. During its budget adoption process, the City Council shall adopt an Annual Assessment Resolution for each Fiscal Year following adoption of the Final Assessment Resolution. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Annual Assessment Resolution shall approve the Residential Solid Waste Services

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Special Assessment Roll for such Fiscal Year. The Residential Solid Waste Services Special Assessment Roll shall be prepared in accordance with the Preliminary Rate Resolution, as confirmed or amended by the Annual Assessment Resolution. The City shall provide notice to the owners of such property in accordance with Sections 15-6 and 15-7 hereof and conduct a public hearing prior to adoption of the Annual Assessment Resolution; provided that should the City use the Uniform Assessment Collection Act, a public hearing is necessary only when such is required under the Act. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

SECTION 10A-11. EFFECT OF FINAL OR ANNUAL ASSESSMENT RESOLUTIONS.

The adoption of the Final Assessment Resolution or Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Residential Solid Waste Services Special Assessment Roll and the levy and lien of the Residential Solid Waste Services Special Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of City Council adoption of the Final Assessment Resolution or Annual Assessment Resolution. The Residential Solid Waste Services Special Assessments for each Fiscal Year shall be established upon adoption of the Final Assessment Resolution or Annual Assessment Resolution. The Residential Solid Waste Services Special Assessment Roll, as approved by the Final Assessment Resolution or Annual Assessment Resolution shall be delivered

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to the Tax Collector or such other official as the City Council, by Resolution, deems appropriate.

SECTION 10A-12. LIEN OF RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS.

(A) Upon adoption of the Final Assessment Resolution or Annual Assessment Resolution for each Fiscal Year, the Residential Solid Waste Services Special Assessment to be collected under the Uniform Assessment Collection Act shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Council of the Final Assessment Resolution or Annual Assessment Resolution and shall attach to the property included on the Residential Solid Waste Services Special Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) For Residential Solid Waste Services Special Assessments to be collected under the alternative method of collection provided in Section 10A-14, the adoption of the Final Assessment Resolution or Annual Assessment Resolution shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, titles and

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claims, until paid. The lien shall be deemed perfected on the date notice thereof is recorded in the Official Records of Palm Beach County, Florida.

SECTION 10A-13. METHOD OF COLLECTION OF RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS. Unless directed otherwise by the City Council, the Residential Solid Waste Services Special Assessment shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions thereof. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

SECTION 10A-14. ALTERNATIVE METHOD OF COLLECTION OF THE RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENT. In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the Residential Solid Waste Services Special Assessment by any other method which is authorized by law or under an alternative collection method provided by this Section.

(A) The City shall have the right to record a lien for unpaid assessments in the public records of Palm Beach County, Florida.

(B) The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Residential Solid Waste Services Special Assessments in the manner provided by law. A Residential Solid Waste Services Special Assessment shall become delinquent if it is not paid within thirty (30) days from the date any payment is due. In the event the City exercises its rights to foreclose and collect a delinquent Residential Solid Waste Services Special Assessment, the City or its agent shall notify any

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property owner who is delinquent in payment of his or her Residential Solid Waste Services Special Assessment within sixty (60) days from the date the Residential Solid Waste Services Special Assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent Residential Solid Waste Services Special Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

(C) All costs, fees and expenses, including reasonable attorney fees and title search expenses related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Residential Solid Waste Services Special Assessments and any other costs incurred by the City as a result of such delinquent Residential Solid Waste Services Special Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

(D) In lieu of foreclosure, any delinquent Residential Solid Waste Services Special Assessment and costs, fees, and expenses attributable thereto, may be rolled into the Special Assessment for such parcel in a subsequent fiscal year.

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(E) In lieu of foreclosure, any delinquent Residential Solid Waste Services Special Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by law and this Ordinance; and (2) any existing lien of record on the affected parcel for the delinquent Residential Solid Waste Services Special Assessment is supplanted by the lien resulting from certification of the Residential Solid Waste Services Special Assessment Roll to the Tax Collector.

SECTION 10A-15. REVISIONS TO RESIDENTIAL SOLID WASTE SERVICES SPECIAL ASSESSMENTS. If any Residential Solid Waste Services Special Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the City Council is satisfied that any such Residential Solid Waste Services Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has failed to include any property on the Residential Solid Waste Services Special Assessment Roll that should have been so included, the City Council may take all necessary steps to impose a new Residential Solid Waste Services Special Assessment against any such property, following as nearly as may be practicable the provisions of this Ordinance and in case such second Residential Solid Waste Services Special Assessment is annulled, the City Council may obtain and impose other Residential Solid Waste Services Special

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Assessments until a valid Residential Solid Waste Services Special Assessment is imposed.

SECTION 10A-16. PROCEDURAL IRREGULARITIES. Any irregularity in the proceedings in connection with the levy of any Residential Solid Waste Services Special Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Residential Solid Waste Services Special Assessment as finally approved shall be competent and sufficient evidence that such Residential Solid Waste Services Special Assessment was duly levied, that the Residential Solid Waste Services Special Assessment was duly made and adopted, and that all other proceedings adequate to such Residential Solid Waste Services Special Assessment were duly had, taken and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to a Residential Solid Waste Services Special Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed in Section 10A-11 of this Ordinance.

SECTION 10A-17. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the City Council, City Manager, Property Appraiser, Tax Collector, City Clerk, or their respective deputies, employees or designees, shall operate to release or discharge any obligation for payment of any

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Residential Solid Waste Services Special Assessment imposed by the City Council under the provisions of this Ordinance.

(B) The assessment amount on any Assessed Property may be corrected at any time by the City Manager when an error is confirmed. Any such correction which reduces a Residential Solid Waste Services Special Assessment shall be considered valid from the date on which the Residential Solid Waste Services Special Assessment was imposed and shall in no way affect the enforcement of the Residential Solid Waste Services Special Assessment imposed under the provisions of this Ordinance. Any such correction which increases a Residential Solid Waste Services Special Assessment or imposes a Residential Solid Waste Services Special Assessment on omitted property shall first require notice to the affected owner in the manner described in Section 10A-7 hereof, providing the date, time and place that the City Council will consider confirming the correction and offering the owner an opportunity to be heard.

(C) After the Residential Solid Waste Services Special Assessment Roll has been delivered to the Tax Collector, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

SECTION 10A-18. APPLICABILITY. This Ordinance and the City's authority to impose the Residential Solid Waste Services Special Assessment pursuant hereto shall be applicable throughout the City.

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SECTION 10A-19. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the completing the tasks set forth herein, and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

SECTION 4. 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 5. 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 6. 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.

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Section 7. Effective Date. This ordinance shall be effective upon adoption on second reading.

PASSED this _____ day of _____, 2021, on first reading.

PUBLISHED on this _____ day of _____, 2021 in the Palm Beach Post.

PASSED AND ADOPTED this _____ day of _____, 2021, on second reading.

City of Westlake
Roger Manning, Mayor

ATTEST:

Zoie Burgess, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

OFFICE OF THE CITY ATTORNEY

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ORDINANCE NO. 2017-7

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING MANDATORY SOLID WASTE COLLECTION WITHIN THE CITY OF WESTLAKE, WHICH SHALL BECOME PART OF THE CODE OF ORDINANCES, ENTITLED "SOLID WASTE COLLECTION", PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purposes of this ordinance is to promote the health, safety, welfare and safety for the residents in the City of Westlake, by providing for a solid waste management program and a mandatory solid waste collection program through the levy of special assessments and other fees and by providing an adequate solid waste collection program through the regulated services of a contractor, through an interlocal agreement, or as otherwise determined by the city; and

WHEREAS, no person shall deposit, release, throw or dump into or on any public property, lakes, canals, water bodies or any adjacent, attendant or contiguous right of way thereto, or any other public property located within the city, any filth, dirt, garbage, trash, refuse or other deleterious materials; and

WHEREAS, all improved properties located within the city are designed for human occupancy, are capable of human occupancy or human activity, or are used for commercial use, shall be prima facie evidence that solid waste is being produced by or accumulated upon such property; and

WHEREAS, all improved properties located within the city receive a direct and substantial benefit by the provision of solid waste management and mandatory solid waste collection program, including but not limited to the services described herein, in an amount equal to or in excess of the cost of providing such solid waste management program and solid waste collection program; and

WHEREAS, the management of solid waste through regulation, penalties and enforcement is a proper and necessary function of local government; and

WHEREAS, the properties that are under construction or demolition shall be prima facie evidence that solid waste is being produced by or accumulate upon such property; and

WHEREAS, all solid waste generated or accumulated by assessed units and non-assessed units shall be collected, conveyed and transported by the designated contractor within the service area in which the assessed units and non-assessed units are located, and the owners of said assessed units and on the established route of the designated contractor for such service area in which the said units are located shall be subject to mandatory collection as provided for in this ordinance; and

WHEREAS, roll-off collection service for site under construction during the period prior to the issuance of a certificate of occupancy shall not be included within the requirements of the mandatory solid waste collection program but shall be regulated by the city's solid waste management program and regulations; and

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

Section 1. Incorporation: That the recitals above are true and correct and incorporated into the findings of this Resolution as if set forth in full herein.

Section 2. Solid Waste Collection: The City of Westlake hereby adopts a mandatory solid waste collection program to promote the health, safety, and of the residents within the City of Westlake by requiring garbage and trash removed of and disposed of pursuant to the provisions contained herein for residential and commercial locations. The city shall provide for the collection of solid waste, bulk waste, vegetative waste and recyclable materials for all residential dwelling units within the city. All property owners shall be responsible for the payment of all applicable fees and charges for said services.

Section 3. Authority:

- (1) The authority to regulate the collection, removal and disposition of all solid waste, bulk waste, vegetative waste and/or recyclable materials within the municipal limits of the City is exclusively vested in the municipal government of the City of Westlake.
- (2) The City Manager shall have the authority to make rules and regulations, provided they are not contrary to the provisions of this chapter: and shall be empowered to promulgate and distribute such rules by mail, publication, personal service or posting on the premises where solid waste bulk waste, vegetative waste and/or recyclable materials are generated or accumulated.
- (3) From time to time the city shall publish and distribute a bulletin which outlines collection procedures and schedules as well as other information deemed necessary by the City Manager.

Section 4. Definitions:

- (1) *Assessed Unit* means any collection unit which is subject to the solid waste collection special assessment.
- (2) *Authority* means the Solid Waste Authority of Palm Beach County.
- (3) *Biohazardous or biomedical waste* shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist, but are not limited to, diseased human and animal; parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- (4) *Bulk Trash* shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and

shall not be commingled with vegetative waste. There shall be no weight limit for any item of bulk trash.

- (5) *Collection unit* means any parcel of improved real property located within the city that generates or is capable of generating solid waste and that contains buildings, structures or other improvements designed or constructed for and capable of use by or used for human habitation, human activity or commercial enterprises.
- (6) *Collection* shall mean the process whereby solid waste, garbage, trash, bulk trash, vegetative waste, recyclable materials, construction and demolition debris is removed and transported to a designated facility.
- (7) *Commercial Recycling Collection Service* shall mean the collection of recyclable materials by a contractor for entities within the service area that are not serviced by residential recycling collection service.
- (8) *Commercial Solid Waste* shall include any garbage, bulk trash, trash or vegetative waste that is not residential solid waste. Substantial effort shall be made not to commingle garbage, trash or bulk trash with vegetative waste.
- (9) *Commercial Solid Waste Collection Service* includes any garbage, bulk trash, trash or vegetative waste that is not residential solid waste. Substantial effort shall be made not to commingle garbage, trash or bulk trash with vegetative waste.
- (10) *Commercial Solid Waste Collection Service* shall mean the collection of the commercial solid waste within the service area. Such service includes both containers and compactors, but does not include roll-off collection services.
- (11) *Compactor* shall mean a container which has compaction mechanisms(s) whether stationary or mobile, all inclusive.
- (12) *Construction and Demolition Debris (C&D)* shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de-Minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- (13) *Container* shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the City Manager, or designee, in writing.
- (14) *Containerized Residential Recycling Collection Services* shall mean the collection of recyclable materials by the contractor from dwelling units in the service area that requires the use of containers for the collection of recyclable materials and which also receive residential collection services for solid waste, and the delivery of those recyclable materials to a materials recycling facility.
- (15) *Containerized Residential Solid Waste Collection Service* shall mean solid waste collection service of all dwelling units whose garbage, trash bulk trash or vegetative waste is collected by means of a central or shared container and not by means of a garbage can. Vegetative waste shall not be commingled with garbage, trash, or bulk trash.

- (16) *Contract* shall mean an agreement, executed between the City and the contractor for the performance of the specified solid waste and recycling collection agreement, as amended from time to time.
- (17) *Contractor* means the person, firm, corporation or entity designated by the City to perform the specified services in accordance with the terms of the contract.
- (18) *Contract Administrator* shall mean the person(s) designated by the City Manager who shall act as the City's representative in the administration and supervision of the contract and any other contractual agreement(s) relating to solid waste management and solid waste collection program.
- (19) *Curbside Residential Recycling Collection Service* shall mean the collection of recyclable materials by a contractor from all dwelling units in the service area that also receive curbside residential solid waste collection for solid waste and other dwelling units as are designated by the city, and the delivery of those recyclable materials to the solid waste authority's materials recycling facility or designated solid waste authority transfer station.
- (20) *Curbside Residential Solid Waste Collection Service* shall mean residential solid waste and vegetative waste collection service for all dwelling units whose garbage is collected by means of a garbage can at curbside or roadway.
- (21) *Department* shall mean the Florida Department of Environmental Protection.
- (22) *Disposal Costs* shall mean the "tipping fees" or landfill costs charged by others for disposal of the waste collected.
- (23) *Designated Facility* shall mean a Solid Waste Authority or Palm Beach County owned disposal, processing, recovery, recycling or transfer facility, or a processing facility permitted by the Solid Waste Authority of Palm Beach County.
- (24) *Dwelling Unit* shall mean type of structure or building unit intended for a capable of being utilized for residential living other than a licensed hotel or motel unit.
- (25) *Fiscal Year* means the period between October 1 of a given year and September 30 of the following year.
- (26) *Garbage* shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative waste shall to be commingled with garbage in the same collection. Garbage shall not include any material that falls within the definition of special waste.
- (27) *Garbage Receptacle or Can* shall mean any commonly available rotationally molded, rubberized, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A garbage can is also defined as a heavy duty, securely tied, plastic bag designated for use as a garbage receptacle. Such container, including materials, shall not exceed 50 gallons in capacity or 50 pounds in weight, unless a contractor implements an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the contractor's equipment supplied by the contractor and approved by the city.

- (28) *Governmental Agencies* means all state, federal, and local units of government, or any agency or department thereof, which is the owner of any collection unit within the city.
- (29) *Hazardous Waste* shall mean solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- (30) *Hotel or Motel* shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition the hotel or motel must be licensed to operate as such. Transient has the meaning as defined in F.S. ch. 509, or its successor law.
- (31) *Illegal Dumping* shall mean the act of depositing solid waste, bulk trash, vegetative waste or C&D on property which has not been permitted as a designated facility by the solid waste authority.
- (32) *Litter* shall mean solid waste or any other waste material which is thrown, cast, scattered, dropped, spilled or deposited on public or private property, including rights of way and parking lots, through intent or negligence which tends to create a danger to public, health, safety and welfare.
- (33) *Mixed Paper* shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- (34) *Non-assessed Unit* means any collection unit or portion thereof that is not an assessed unit.
- (35) *Owner* means the person or persons owning an interest in a collection unit, assessed unit or non-assessed unit.
- (36) *Person* means any natural person, or partnership, firm, corporation or other legal entity.
- (37) *Property Appraiser* means the Palm Beach County Property Appraiser.
- (38) *Public Awareness Program* shall mean that program developed by the City to inform and encourage residential and commercial solid waste collection customers to use all solid waste and recycling collection services offered by or through the City. It shall also mean information concerning level of service and changes in scope of service.
- (39) *Rate Resolution* means resolutions of the City described in this ordinance relating to rates and fees charged for the operation, maintenance and administration of the solid waste program and mandatory solid waste collection program.
- (40) *Recyclable Materials* shall mean newspapers (including inserts), aluminum, plastic containers, glass bottles and jars, milk and juice cartons, aseptic containers, corrugated cardboard, brown paper bags, mixed paper, tin and ferrous cans, household dry-cell batteries(no wet-cell batteries), and other solid waste materials added upon agreement between the city and its contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

- (41) *Recycling* means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- (42) *Recycling Container* shall mean a rigid container made of plastic or other suitable substance that is used for the storage of recyclable materials.
- (43) *Residential Recycling Collection Service* shall mean curbside residential recycling collection services and containerized residential recycling collection service.
- (44) *Residential Solid Waste* shall mean garbage, trash and bulk trash resulting from the normal housekeeping activities of a dwelling unit, but shall not include vegetative waste. Residential solid waste shall also mean construction and demolition debris (C&D) resulting from minor home repair from the dwelling unit.
- (45) *Residential Solid Waste Collection service* shall mean curbside residential solid waste collection service and/or containerized residential solid waste collection service.
- (46) *Roll-off Collection Service* shall mean the collection of C&D only roll-off containers, or the collection of C&D by other mechanical means, within temporary locations in the service area, limited to new construction sites and remodeling or refurbishment sites. Roll-off collection service shall also mean the collection of horticultural or agricultural waste at horticultural or agricultural nurseries, but only when the customer chooses to use roll-off containers for horticultural or agricultural waste and horticultural and agricultural waste shall not include any other type of waste including, but not limited to, special waste, garbage or recyclable material.
- (47) *Roll-off Collection Service Provider* shall mean the person(s), firm(s), corporation(s), or other legal entity(ies) permitted by the City to provide temporary roll off or similar C&D collection services within the service area in accordance with terms and conditions established by the city. The city may determine that the contractor may provide this service as an exclusive part of the contract to provide mandatory solid waste collection service within the service area.
- (48) *Service Area* shall mean the area within the incorporated boundaries of the City of Westlake, Florida, for which the solid waste management and mandatory solid waste collection program is administered as provided in the contract as it may be amended from time to time.
- (49) *Sludge* shall mean a solid or semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- (50) *Solid Waste* shall mean garbage, bulk trash, C&D debris, litter, trash, vegetative waste or other discarded material resulting from domestic, industrial, commercial, agriculture or governmental operations excluding special waste as defined herein.
- (51) *Solid Waste Authority Disposal Facility* shall mean place or places specifically managed or operated by the solid waste authority of Palm Beach County.

- (52) *Solid Waste Collection Program* means the services and means of collecting solid waste from a collection unit through the use of equipment, trucks, containers, personnel, contracted or permitted services, and all real or personal property owned, leased, operated or used by the City of Westlake for the purpose of providing the solid waste collection services generally described in this ordinance.
- (53) *Solid Waste Collection Special Assessment* means the special assessment imposed by the City of Westlake upon an assessed unit for the collection of solid waste for the applicable fiscal year based upon the classification of the use of such assessed unit as set forth in the rate resolution. The solid waste collection special assessment may not include the cost of disposal of such collected solid waste if the cost of disposal of such solid waste is separately imposed upon such assessed unit by the authority.
- (54) *Solid Waste Collection Special Assessment Roll* means the list prepared by and adopted by the City of Westlake each fiscal year containing a summary description of each assessed unit, the name and address of the owner of each such assessed unit as indicated on the records maintained by the property appraiser and the amount of the solid waste collection special assessment applicable to each assessed unit.
- (55) *Solid Waste Management Program* means the program of managing the generation, storage, collection, transporting, processing and disposal of solid waste within the City of Westlake. The program provides for the regulation, permitting, contracting and enforcement of all aspects of this program.
- (56) *Special Services* shall mean any services requested or required by the customer which are in addition to, or a change in, residential solid waste collection service, residential recycling collection service, commercial recycling collection service and commercial solid waste collection service as set out or similar to those provided for in the contract.
- (57) *Special Waste* shall include automobiles, boats, internal combustion engines, non-automobile tires, sludge, dead animals, septic tank waste biohazardous or biomedical waste liquid waste and hazardous waste. Special waste may also include items determined by the contract administrator to be reasonably unmanageable.
- (58) *Tax Collector* means the Palm Beach County Tax Collector.
- (59) *Trash* shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include vegetative waste.
- (60) *Uncontrollable Forces* shall mean any event which results in the prevention or delay of performance by a party of its obligations under the contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fires, flood, hurricanes, earthquakes, storms, lightening, epidemic, war, riot, civil disturbances, sabotage, and governmental actions.
- (61) *Uniform Method* means the "Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments" prescribed by F.S. ch. 197, as amended and supplemented.

- (62) *Vegetative Waste* shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All grass clippings, leaves, pine needles, and similar loose items must be bagged or containerized. Vegetative waste, except palm fronds, must be no more than six feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as vegetative waste and any section must not be more than eight feet in length and must be under 50 pounds.

Section 5. Collection and Remittance: Except on collection days or the day preceding collection days, garbage containers shall be kept at a point upon the premises of the owner or occupant behind the front elevation of the residence, in the garage, or out of view from the street. Garbage cans are required to be kept in a place easily accessible to the contractor for pickup. On collection days, all garbage cans are to be placed at the edge of the street in order for easy access to the container for pickup. All garbage cans and containers shall be removed on the same day as the container is emptied.

Section 6. Frequency of Collection: All solid waste and recyclable material shall be collected in accordance with the provisions of the contract except as may be changed by the city of Westlake as deemed necessary. Residential solid waste shall be picked up twice per week. Recyclable materials shall be collected once per week.

Section 7. Prohibited Activities:

- (A) Any unauthorized accumulation of solid waste, trash, bulk trash, vegetative waste and construction and demolition debris on any premises is prohibited and may be subject to penalties as established by the city.
- (B) Removal of solid waste and recyclable materials from collection receptacles is not permitted. No unauthorized person shall remove, overhaul, scavenge, pilfer nor interfere with the contents of any garbage container, bundle, or pile set out for disposal, recycling, or removal for any purposes.
- (C) It shall be unlawful for any resident or occupant to deposit any solid waste, trash, bulk trash, vegetative waste and construction and demolition debris upon any adjoining lot or premises, whether vacant or improved, occupied or unoccupied or upon any other lot or premises, street, plaza, public passageway, alley, park, any canal, waterway, storm drain, lake or pool within the city.
- (D) No person shall deposit waste materials within the city on public or private property except in a receptacle intended for said waste. Littering shall include but not be limited to, thrown, dropped, cast, spilled or blown waste.
- (E) No person shall burn solid waste in any manner other than in a duly authorized incinerator.
- (F) No person shall place any dead animal or parts thereof in any solid waste container for collection. This section shall not apply to animal parts from food preparation for human consumption.

Section 8. Equipment: Equipment used within the City for the storage and collection of solid waste, recyclables and construction and demolition debris shall, at all times, be in safe

operating condition, clean, in good repair, and display the company name and local telephone number in letters and numbers at least five inches high.

Section 9. Ownership of Solid Waste and Recyclable Materials: Ownership of solid waste and recyclable materials collected pursuant to the contract shall be vested in the city of Westlake.

Section 10. Collection During Declared Emergency: If a state of local emergency has been declared, by a person authorized to make such declaration, the city may make modifications in solid waste collection procedures in accordance with the emergency plans of the city, or as authorized by the city manager, including the collection and removal of storm debris. The city may provide the emergency removal and collection of storm debris in private developments if the removal and collection of the debris is in the public interest, which is defined as work necessary to meet the following:

- (a) Eliminate immediate threats to life, public health and safety, including blocking of emergency response vehicle access;
- (b) Eliminate immediate threats of significant damage to improved public or private property;
- (c) Ensure economic recovery of the affected community to the benefit of the community-at-large; or
- (d) Mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances.

Section 11. Codification and Conflicts: The City Council specifically authorizes codification and incorporation of this ordinance into the Code of Ordinance for the City of Westlake. Should any ordinance be in conflict with the provisions contained herein, the same is hereby repealed by adoption of this ordinance.

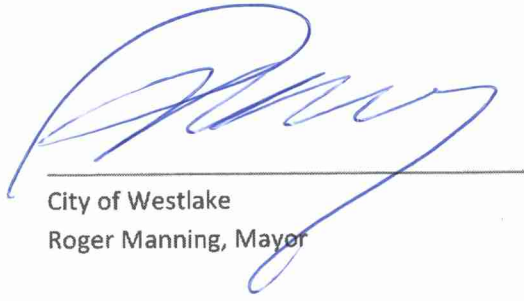
Section 12. Enforcement: It shall be unlawful for any person to fail, neglect, or refuse to comply with and abide by each provision of this ordinance. The performance on each day of any prohibited act or practice or the failure to perform on each day of any required act or practice shall constitute a separate offense and shall be punishable as such.

Section 13: 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.

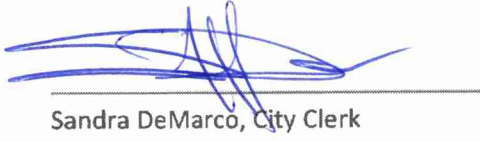
Section 14. Effective Date: This ordinance shall be effective on January 22, 2018.

PASSED this 11th day of December 2017, on first reading.

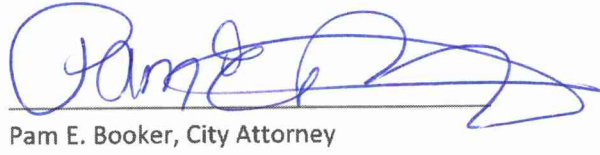
PASSED AND ADOPTED this 8th day of January, 2018, on second reading.



City of Westlake
Roger Manning, Mayor



Sandra DeMarco, City Clerk



Pam E. Booker, City Attorney

RESOLUTION 2020-40

A RESOLUTION OF THE CITY OF WESTLAKE, FLORIDA PROVIDING NOTICE OF INTENT TO UTILIZE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS LEVIED WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WESTLAKE, STATING THE NEED FOR SUCH LEVY, PROVIDING FOR THE MAILING OF THE RESOLUTION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Westlake is contemplating utilizing the Uniform Method for the collection of non-ad valorem assessments as provided for under Florida Statutes, Section 197.3632, for the collection and disposal of solid waste services; and

WHEREAS, the City Council intends to utilize the uniform method for collecting non-ad valorem assessments imposed over a number of years for the costs of providing for the collection and disposal of solid waste materials for residential properties located within the jurisdictional boundaries for the City, a copy of the City's boundaries is attached hereto as Exhibit "A"; and

WHEREAS, the City of Westlake is required by Florida Statutes, 197.3632, to advertise once per week in a newspaper of general circulation for four (4) consecutive weeks proceeding the public hearing held on the adoption of this Resolution; and

WHEREAS, consistent with the requirements set forth within Florida Statutes, Section 197.3632, the City Council has provided notice as required by state law, a copy of the proof of publication is attached hereto as Exhibit "B"; and

WHEREAS, on December 14, 2020, the City Council for the City of Westlake held a duly noticed public hearing prior to the adoption of this Resolution; and

WHEREAS, pursuant to Florida Statutes, 197.3632, the City Council expresses its intent to utilize the uniform method for the collection of solid waste collection and disposal assessments because this method provides an economical and efficient process for such assessments to be collected annually, commencing with the Fiscal Year beginning October 1, 2021.

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

SECTION 1: Incorporation: The whereas clauses are incorporated herein as true and correct findings of the City of Westlake's legislative intent.

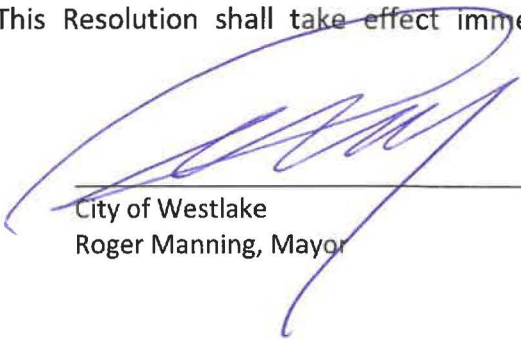
SECTION 2: Declaration of Intent: The City Council for the City of Westlake intends to utilize the uniform method for the collection of non-ad valorem assessments for the collection and disposal cost associated with the mandatory solid waste services for all residential properties located within the jurisdictional boundaries for the City, commencing on October 1, 2021. The jurisdictional boundaries are depicted in the Exhibit "A", which is attached hereto and incorporated herein.

SECTION 3: Purpose: The City Council for the City of Westlake hereby determines there is a need for the collection of solid waste disposal and collection fees on the non-ad valorem tax roll utilizing the uniform method as provided in Florida Statutes, Chapter 197.3632, for the economical and efficient process provided for within the statutory guidelines.

SECTION 4: Mailings: Upon adoption of this Resolution, the City Clerk shall provide a copy of the Resolution by United States mail to the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector and the State of Florida Department of Revenue by January 10, 2021.

SECTION 5: Severability: The provisions of this Resolution are severable, and it is the legislative intention to confer upon the whole or any part of the Resolution the powers herein provided. If any provision of this Resolution shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Resolution. It is hereby declared to be the legislative intent that this Resolution would have been adopted had such unconstitutional provision not been included herein.

SECTION 4: Effective Date: This Resolution shall take effect immediately upon its adoption.



City of Westlake
Roger Manning, Mayor



Zoie Burgess, City Clerk



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

EXHIBIT "A"
LEGAL DESCRIPTION OF
MUNICIPAL BOUNDARY LIMITS

**EXHIBIT A
LEGAL DESCRIPTION**

DESCRIPTION :

Sections 1, 2, and 3, Township 43 South, Range 40 East; EXCEPTING from said Section 3, that part thereof lying North of the following described line; BEGINNING at a point on the West line of said Section 3, and 1343.16 feet Northerly of the Southwest corner of Section 3; thence run Northeasterly along the South line of Canal "M" right-of-way a distance of 4096.52 feet, more or less, to a point on the North line of said Section 3; said point being 2447.94' Westerly of the Northeast corner of said Section 3.

ALSO:

Section 12, less the East 1/2 of the Southeast 1/4 thereof. All in Township 43 South, Range 40 East, Palm Beach County, Florida.

ALSO:

Sections 5, 6 and the North 1/2 of Sections 7 and 8, in Township 43 South, Range 41 East, less the North 250 feet of said Section 5 and 6, conveyed to the City of West Palm Beach by Deed dated July 26, 1956, and recorded September 25, 1956, in Deed Book 1156, Page 58, for Canal "M" right-of-way, which deed was corrected in part by a corrective quit-claim deed dated October 7, 1963, and filed October 8, 1963, in O.R. Book 924, Page 965, Palm Beach, County, Florida.

LESS AND EXCEPT:

The School District of Palm Beach County parcel, recorded in O.R. 14566, Page 1779, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

The School District of Palm Beach County parcel, recorded in O.R. 9169, Page 136, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

The School District of Palm Beach County parcel, recorded in O.R. 9232, Page 1206, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

Silver Lake Enterprises, Inc. parcel, recorded in O.R. 14034, Page 1119, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

Silver Lake Enterprises, Inc. parcel, recorded in O.R. 14676, Page 953, of the Public Records of Palm

Beach County, Florida.

and;

LESS AND EXCEPT:

Silver Lake Palm Beach, LLC parcel, recorded in O.R. 15391, Page 754, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

Seminole Pratt-Whitney Road parcels, recorded in O.R. Book 1544, Page 378, O.R. Book 10202, Page 430 and O.R. Book 10289, Page 488, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

Grove Market Place parcel, recorded in O.R. Book 10113, Page 1668, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

Grove Market Place retention parcel, recorded in O.R. Book 10101, Page 452, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

Seminole Water Control District parcel, recorded in Official Records Book 2902, Page 1351, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT:

DESCRIPTION: A strip of land 80 feet wide lying in Section 1, Township 43 South, Range 40 East, Palm Beach County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Section 1, Township 43 South, Range 40 East; Thence S.00°59'07"W. along the West boundary of said Section 1, a distance of 349.11 feet to a point on the Southerly boundary of M-Canal, a 250 foot wide City of West Palm Beach right of way, recorded in Deed Book 1156, Page 58, of the Public Records of Palm Beach County; said point also being the **POINT OF BEGINNING**; Thence Easterly along said Southerly boundary of M-Canal, as found monumented, the following two (2) courses: 1) S.87°46'28"E., 370.84 feet; 2) N.88°36'57"E., 1,406.04 feet to the West right of way line of Seminole-Pratt Whitney Road, a 100 foot wide right of way, recorded in Official Records Book 1544, Page 378, and Road Plat Book 4, Page 34, both of the Public Records of Palm Beach County Florida; Thence S.01°42'52"W. along said West right of way line, a distance of 80.12 feet to a point on a line 80.00 feet south of and parallel with said Southerly boundary of M-Canal, said parallel line also being the south line of the M-Canal Road Easement, an 80 foot wide City of West Palm Beach Easement, recorded in said Deed Book 1156, Page 58; Thence Westerly along said south line of the M-Canal Road

Easement the following two (2) courses: 1) ; S.88°36'57"W., a distance of 1,404.23 feet; 2) N.87°46'28"W., a distance of 371.63 feet to said West boundary of Section 1; Thence N.00°59'07"E along said West boundary of Section 1, a distance of 80.02 feet to the POINT OF BEGINNING.

THE ABOVE ALSO BEING DESCRIBED AND BASED UPON FIELD SURVEY, AS FOLLOWS:

PARCEL 1

DESCRIPTION: A parcel of land lying in Sections 1, 2, 3, and 12, Township 43 South, Range 40 East, Palm Beach County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 1, run thence along the West boundary of said Section 1, S.00°59'07"W., 429.13 feet to a point on the Southerly boundary of M-Canal Road Easement, an 80 foot wide City of West Palm Beach Easement, recorded in Deed Book 1156, Page 58, of the Public Records of Palm Beach County, said point also being the **POINT OF BEGINNING**; thence along said Southerly boundary of M-Canal Road Easement, the following two (2) courses: 1) S.87°46'28"E., 371.63 feet; 2) N.88°36'57"E., 1,404.23 feet to the West right of way line of Seminole-Pratt Whitney Road, a 100 foot wide right of way, recorded in Official Records Book 1544, Page 378, and Road Plat Book 4, Page 34, both of the Public Records of Palm Beach County Florida; thence along said West right of way line, S.01°42'52"W., 3,336.40 feet to the Northerly most corner of additional right of way for Seminole-Pratt Whitney Road, recorded in Official Records Book 10289, Page 488, of the Public Records of Palm Beach County, Florida; thence along the West right of way line of said additional right of way for Seminole-Pratt Whitney Road, the following three (3) courses: 1) S.02°59'15"W., 540.13 feet; 2) S.01°42'52"W., 280.00 feet; 3) S.00°26'29"W., 540.13 feet to a point on aforesaid West right of way line of Seminole-Pratt Whitney Road, recorded in Official Records Book 1544, Page 378, and Road Plat Book 4, Page 34; thence along said West right of way line, the following two courses: 1) S.01°42'52"W., 5,032.98 feet to a point of curvature; 2) Southerly, 0.81 feet along the arc of said curve to the left having a radius of 22,968.61 feet and a central angle of 00°00'07" (chord bearing S.01°42'49"W., 0.81 feet) to the agreed upon and monumented South boundary of Section 12, as surveyed by K.C. Mock and referenced in Road Plat Book 6, Page 136, of the Public Records of Palm Beach County Florida; thence along said agreed upon and monumented South boundary of Section 12, as surveyed by K.C. Mock and referenced in aforesaid Road Plat Book 6, Page 136, N.89°12'49"W., 501.96 feet to the Southeast corner of Seminole Improvement District parcel retained in Official Records Book 14742, Page 1196, and as described in Indian Trail Water Control District Easement Deed, recorded in Official Records Book 2902, Page 1351, both of the Public Records of Palm Beach County, Florida; thence along the East, North, and West boundary of said Seminole Improvement District parcel retained in Official Records Book 14742, Page 1196, and as described in Indian Trail Water Control District Easement Deed, recorded in Official Records Book 2902, Page 1351, in respective order, the following three (3) courses: 1) along a line lying 1,090.00 feet East of and parallel with the agreed upon and monumented West boundary of Section 12, as surveyed by K.C. Mock and referenced in aforesaid Road Plat Book 6, Page 136, N.00°29'31"E., 60.00 feet; 2) along a line lying 60.00 feet North of and Parallel with aforesaid agreed upon and monumented South boundary of Section 12, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, N.89°12'49"W., 640.01 feet 3) along a line lying 450.00 feet East of and parallel with aforesaid agreed upon and monumented West boundary of Section 12, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, S.00°29'31"W., 60.00 feet to aforesaid agreed upon and monumented South boundary of Section 12, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, also being the Southwest corner of aforesaid Seminole Improvement District parcel retained in Official Records Book 14742, Page 1196, and as described in Indian Trail Water Control District Easement Deed, recorded in Official Records Book 2902, Page 1351; thence along said agreed upon and monumented South boundary of Section 12, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, N.89°12'49"W., 450.01 feet to the agreed upon Southwest corner said Section 12, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136; thence along aforesaid agreed upon and monumented West boundary of Section 12, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, and per Sketch of Survey prepared by S.P. Musick dated March 5, 1965 and referenced in Official Records Book 5863, Page 1155, and Official Records Book

8434, Page 1410, both of the Public Records of Palm Beach County, Florida, N.00°29'31"E., 5,166.68 feet to the agreed upon and monumented Southeast corner of Section 2, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, and per said Sketch of Survey prepared by S.P. Musick dated March 5, 1965 and referenced in said Official Records Book 5863, Page 1155, and said Official Records Book 8434, Page 1410; thence along the agreed upon and monumented South boundary of said Section 2, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, and per said Sketch of Survey prepared by S.P. Musick dated March 5, 1965 and referenced in said Official Records Book 5863, Page 1155, and said Official Records Book 8434, Page 1410, N.85°08'43"W., 5,338.63 feet to the agreed upon Southeast corner of Section 3, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, and per said Sketch of Survey prepared by S.P. Musick dated March 5, 1965 and referenced in said Official Records Book 5863, Page 1155, and said Official Records Book 8434, Page 1410; thence along the agreed upon and monumented South boundary of said Section 3, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, and per said Sketch of Survey prepared by S.P. Musick dated March 5, 1965 and referenced in said Official Records Book 5863, Page 1155, and said Official Records Book 8434, Page 1410, N.88°35'25"W., 5,305.73 feet to the West boundary of aforesaid Section 3, Township 43 South, Range 40 East; thence along said West boundary of Section 3, as found monumented, N.01°02'29"E., 1,369.21 feet to the Easterly boundary of aforesaid M-Canal, a 250 foot wide City of West Palm Beach right of way, recorded in aforesaid Deed Book 1156, Page 58; thence along said Easterly boundary of M-Canal, a 250 foot wide City of West Palm Beach right of way, recorded in said Deed Book 1156, Page 58, as found monumented, N.44°59'32"E., 4,057.61 feet, to the North boundary of aforesaid Township 43 South, Range 40 East, as re-established by John T. Pickett in 1955 and referenced in aforesaid Road Plat Book 6, Page 136; thence along said North boundary of Township 43 South, Range 40 East, as re-established by John T. Pickett in 1955 and referenced in said Road Plat Book 6, Page 136, also being along a line lying 80.00 feet South of and parallel with aforesaid Southerly boundary of M-Canal, a 250 foot wide City of West Palm Beach right of way, recorded in aforesaid Deed Book 1156, Page 58, S.87°46'28"E., 7,799.26 feet to aforesaid West boundary of Section 1 and the **POINT OF BEGINNING**.

LESS AND EXCEPT FROM PARCEL 1:

The School District of Palm Beach County parcel, recorded in O.R. 14566, Page 1779, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

PARCEL 2:

DESCRIPTION: A parcel of land lying in Sections 1 and 12, Township 43 South, Range 40 East, and in Sections 5, 6, 7, and 8, Township 43 South, Range 41 East, Palm Beach County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 1, run thence along the West boundary of said Section 1, S.00°59'07"W., 349.11 feet to a point on the Southerly boundary of M-Canal, a 250 foot wide City of West Palm Beach right of way, recorded in Deed Book 1156, Page 58, of the Public Records of Palm Beach County; thence along said Southerly boundary of M-Canal, as found monumented, the following five (5) courses: 1) S.87°46'28"E., 370.84 feet; 2) N.88°36'57"E., 1,506.19 feet to a point on the East right of way line of Seminole-Pratt Whitney Road, a 100 foot wide right of way, recorded in Official Records Book 1544, Page 378, and Road Plat Book 4, Page 34, both of the Public Records of Palm Beach County Florida, said point also being the **POINT OF BEGINNING**; 3) continue N.88°36'57"E., 3,785.92 feet; 4) along a line lying 250.0 feet South of and parallel with aforesaid Section 6, Township 43 South, Range 41 East, S.89°48'53"E., 5,270.08 feet; 5) along a line lying 250.0 feet South of and parallel with aforesaid Section 5, Township 43 South, Range 41 East, N.88°40'55"E., 5,270.77 feet to the East boundary of said Section 5, Township 43 South, Range 41 East; thence along said East boundary of Section 5, Township 43 South, Range 41 East, S.01°54'46"W., 5,428.97 feet to the Southeast corner thereof, also being the Northeast corner of aforesaid Section 8, Township 43 South, Range 41 East; thence along the East boundary of the North 1/2 of said Section 8, Township 43 South, Range 41 East,

S.02°00'06"W., 2,713.58 feet to the East 1/4 corner of said Section 8, Township 43 South, Range 41 East; thence along the South boundary of said North 1/2 of Section 8, Township 43 South, Range 41 East, as found monumented and occupied, N.88°32'08"W., 4,963.38 feet to the East boundary of Silver Lake Enterprises, Inc. Parcel 1B, recorded in Official Records Book 14034, Page 1119, of the Public Records of Palm Beach County, Florida; thence along the East, North, and West boundary of said Silver Lake Enterprises, Inc. Parcel 1B, in respective order, the following three (3) courses: 1) along a line lying 324.98 feet East of and parallel with the West boundary of aforesaid North 1/2 of Section 8, Township 43 South, Range 41 East, N.02°13'06"E., 50.00 feet; 2) along a line lying 50.00 feet North of and parallel with aforesaid South boundary of the North 1/2 of Section 8, Township 43 South, Range 41 East, N.88°32'08"W., 275.00 feet; 3) along a line lying 50.00 feet East of and parallel with aforesaid West boundary of the North 1/2 of Section 8, Township 43 South, Range 41 East, S.02°13'06"W., 50.00 feet to aforesaid South boundary of the North 1/2 of Section 8, Township 43 South, Range 41 East; thence along aforesaid South boundary of the North 1/2 of Section 8, Township 43 South, Range 41 East, as found monumented and occupied, N.88°32'08"W., 50.00 feet to the West 1/4 corner of said North 1/2 of Section 8, Township 43 South, Range 41 East, also being a point on the East boundary of the North 1/2 of aforesaid Section 7, Township 43 South, Range 41 East; thence along said East boundary of the North 1/2 of Section 7, Township 43 South, Range 41 East, S.02°10'05"W., 65.55 feet to the South boundary of said North 1/2 of Section 7, Township 43 South, Range 41 East, as found monumented and occupied, also being called out as the East-West quarter section line of said Section 7 per Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan), recorded in Official Records Book 2330, Page 1076, of the Public records of Palm Beach County, Florida; thence along said South boundary of the North 1/2 of Section 7, Township 43 South, Range 41 East, as found monumented and occupied, also being called out as the East-West quarter section line of said Section 7 per said Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan), N.89°11'37"W., 5,208.43 feet to the East line of aforesaid Section 12, as called out in said Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan); thence along said East line of Section 12, per said Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan), N.01°28'15"E., 486.67 feet to the East-West Quarter Section line of said Section 12, as called out in said Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan); thence along said East-West Quarter Section line of Section 12, as called out in Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan), N.88°16'09"W., 1,406.28 feet to the West line of the East Quarter of Section 12, as called out in said Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan); thence along said West line of the East Quarter of Section 12, as called out in Final Judgment (Case No.: 73 1016 CA (L) 01 MacMillan), S.01°22'47"W., 2,572.97 feet to the agreed upon and monumented South boundary of said Section 12, as surveyed by K.C. Mock and referenced in Road Plat Book 6, Page 136, of the Public Records of Palm Beach County Florida; thence along said South boundary of Section 12, as surveyed by K.C. Mock and referenced in said Road Plat Book 6, Page 136, N.89°12'49"W., 2,389.96 feet to aforesaid East right of way line of Seminole-Pratt Whitney Road, a 100 foot wide right of way, recorded in Official Records Book 1544, Page 378; thence along said East right of way line of Seminole-Pratt Whitney Road, N.01°42'52"E., 5,449.92 feet to the South right of way line of Persimmon Street, recorded in Official Records Book 10202, Page 430, of the Public Records of Palm Beach County, Florida; thence along the South and East right of way lines of said Persimmon Street, in respective order, the following two (2) courses: 1) S.88°17'08"E., 646.56 feet; 2) N.01°42'52"E., 80.00 feet to the Southeast corner of GROVE MARKET PLAT, according to the plat thereof recorded in Plat Book 82, Page 67, also being the Southwest corner of Seminole Water Control District parcel, recorded in Official Records Book 10101, Page 452, of the Public Records of Palm Beach County, Florida; thence along the South boundary of said Seminole Water Control District parcel, recorded in Official Records Book 10101, Page 452, S.88°17'08"E., 140.00 feet to the Southeast corner thereof; thence along the East boundary of said Seminole Water Control District parcel, recorded in Official Records Book 10101, Page 452, N.01°42'52"E., 797.74 feet to the Northeast corner thereof; thence along the North boundary of said Seminole Water Control District parcel, recorded in Official Records Book 10101, Page 452, S.88°47'12"W., 437.96 feet to the Northwest corner thereof; thence along the Westerly boundary of said Seminole Water Control District parcel, recorded in Official Records Book 10101, Page 452, S.43°17'08"E., 45.79 feet to the Northeasterly corner of aforesaid GROVE MARKET PLAT; thence along the North boundary of said GROVE MARKET PLAT, and the North right of way line of additional right of way for Seminole-Pratt Whitney Road, recorded in aforesaid Official Records Book 10202, Page 430, N.88°17'08"W., 381.55 feet to aforesaid East right of way line of Seminole-Pratt Whitney Road, a 100 foot wide right of way, recorded in Official Records Book 1544, Page 378; thence along said East right of way

line of Seminole-Pratt Whitney Road, N.01°42'52"E., 3,541.19 feet to the **POINT OF BEGINNING**:

LESS AND EXCEPT FROM PARCEL 2:

The School District of Palm Beach County parcel, recorded in O.R. 9169, Page 136, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT FROM PARCEL 2:

The School District of Palm Beach County parcel, recorded in O.R. 9232, Page 1206, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT FROM PARCEL 2:

Silver Lake Enterprises, Inc. parcel, recorded in O.R. 14034, Page 1119, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT FROM PARCEL 2:

Silver Lake Enterprises, Inc. parcel, recorded in O.R. 14676, Page 953, of the Public Records of Palm Beach County, Florida.

and;

LESS AND EXCEPT FROM PARCEL 2:

Silver Lake Palm Beach, LLC parcel, recorded in O.R. 15391, Page 754, of the Public Records of Palm Beach County, Florida.

Containing: 3,788.601 acres more or less.

LOCATION MAP

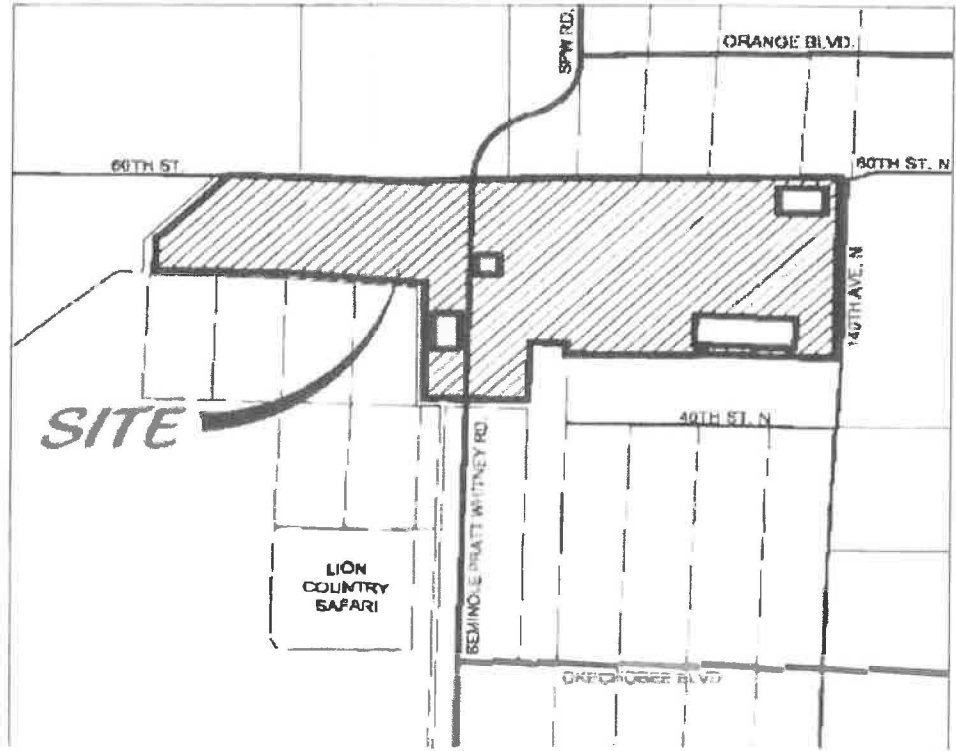


EXHIBIT "B"
PROOF OF PUBLICATION OF NOTICE OF HEARING

File Attachments for Item:

C. FIRST READING: Ordinance 2021-03 - Chapter 3 Additional Medical Uses as Permitted in the Mixed Use Zoning District

Submitted By: Planning & Zoning

ORDINANCE 2021-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER THREE ENTITLED “ZONING DISTRICTS AND STANDARDS”, TO INCLUDE PROVISIONS FOR ADDITIONAL MEDICAL USES AS PERMITTED USES WITHIN THE MIXED USE ZONING DISTRICT; PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		June 14, 2021	Submitted By: < Denise Malone >	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Chapter 3 Additional Medical Uses as Permitted in the Mixed Use Zoning District		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve First Reading of Ordinance 2021-03 "Additional Medical Uses as Permitted in the Mixed Use Zoning District"		
SUMMARY and/or JUSTIFICATION:		Designating additional certain medical uses as permitted uses within the Mixed Use Zoning District will better serve the City of Westlake and promote economic development within the City.		
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 2021-03: Chapter 3 Medical Uses in the Mixed Use Zoning District		
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) <u>Please keep text indented.</u></i>		<p>< Chapter 3 Medical Uses in the Mixed Use Zoning District ></p> <p>< AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER THREE ENTITLED "ZONING DISTRICTS AND STANDARDS", TO INCLUDE PROVISIONS FOR ADDITIONAL MEDICAL USES AS PERMITTED USES WITHIN THE MIXED USE ZONING DISTRICT; PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE. ></p>		
FISCAL IMPACT (if any):		No Fiscal Impact		\$

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING CHAPTER THREE ENTITLED “ZONING DISTRICTS AND STANDARDS”, TO INCLUDE PROVISIONS FOR ADDITIONAL MEDICAL USES AS PERMITTED USES WITHIN THE MIXED USE ZONING DISTRICT; PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Westlake previously adopted Chapter 3, entitled Zoning Districts and Uses, which eliminated the previously-applicable development criteria in the Interim Unified Land Development Code and provides the development criteria in the City’s Zoning Districts;

WHEREAS, the City of Westlake has amended Chapter 3 from time to time; and

WHEREAS, the City of Westlake deems it in the best interest of the City to amend its existing Land Development Regulations by amending Article 3.4, entitled Uses ; and

WHEREAS, the City of Westlake believes that designating certain medical uses as permitted uses within the Mixed Use Zoning District will better serve the City of Westlake and promote economic development within the City; and

WHEREAS, pursuant to Florida Statutes, Section 163.3174(4)(C), the Planning and Zoning Board, sitting as the Local Planning Agency (LPA), has the authority to review proposed land development regulations, land development codes and amendments thereto; and

WHEREAS, the City of Westlake’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA), reviewed the proposed amendment to Chapter 3 concerning the designation of certain medical uses as permitted uses within the Mixed Use Zoning District, and made a recommendation of approval to the City Council for the City of Westlake; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the City Council for the City of Westlake has found and determined that the adoption of the amendments to Chapter 3 will promote the public health, safety and welfare, and are consistent with the Comprehensive Plan;

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

Section 1: Incorporation. The above recitals are confirmed, adopted and are incorporated herein by reference.

Section 2. Amendment to Permitted Uses Table. Table 3-20 PERMITTED USES shall be amended to designate certain medical uses as permitted uses within the Mixed Use District, as shown below:

TABLE 3-20: PERMITTED USES
(Excludes PDs)

USE	R-1	R-2	CV	MU	TC	OSR	MD
Medical Uses¹							
Hospital				<u>P</u>			P
Pharmacy and Dispensary				P	P		P
Medical or Dental Office				P	P		P
Behavioral Health Center				<u>P</u>			P
Inpatient Rehabilitation Center				<u>P</u>			P
Free Standing Emergency Department				<u>P</u>			P
Medical marijuana dispensary							P
Emergency Department (Linked to Hospital)				<u>P</u>			P
Child Birth Center				<u>P</u>			P
Surgical Facilities (excluding in-office dental and eye surgical facilities)				<u>P</u>			P
Cardiac Catheterization Laboratory				<u>P</u>			P
Chemotherapy and Radiation/Cancer Center Treatment				<u>P</u>			P
Medical Infusion Center				<u>P</u>			P
Hyperbaric Oxygen and Wound Care Treatment Facility				<u>P</u>			P
Imaging, Diagnostic, Therapeutic, and Laboratory Services				<u>P</u>			P
Proton Center				<u>P</u>			P
Urgent Care Center				<u>P</u>			P
Hospitality House for Patients (and/or Patients' Families)				P	P		P

Key:

P = Permitted

Use C =

**Conditional
Use**

1. Uses that are incidental and ancillary to a permitted medical use, such as in house imaging or laboratory services, are permitted as part of and in the same location as the permitted medical use, even where such incidental or ancillary services would not be permitted as a standalone use.

Section 3. 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 4. Codification: It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Westlake, Florida and the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions, and the word "ordinance" shall be changed to "section" or other appropriate word.

Section 5. Effective Date: This ordinance shall become effective upon second reading.

PASSED AND APPROVED on First Reading on _____ of June, 2021.

PASSED AND APPROVED by City Council for the City of Westlake, on this _____ day of , July, 2021.

City of Westlake
Roger Manning, Mayor

Zoie Burges, City Clerk

Approved as to Form and Sufficiency
Donald Doody, City Attorney

File Attachments for Item:

D. FIRST READING: Article 5: Subdivision and Site Development Standards, Land Development Regulations - First Reading

Submitted By: Engineering

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING MANDATORY LAND DEVELOPMENT REGULATIONS WITHIN THE CITY OF WESTLAKE WHICH SHALL BE ENTITLED “LAND DEVELOPMENT REGULATIONS”; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR SUBDIVISION AND SITE DEVELOPMENT STANDARDS; PROVIDING FOR WAIVERS AND EXEMPTIONS; PROVIDING FOR CITY COUNCIL APPROVAL; PROVIDING FOR SITE DEVELOPMENT PERMITS; PROVIDING FOR REQUIRED IMPROVEMENTS; PROVIDING FOR DRIVEWAY AND ACCESS REQUIREMENTS; PROVIDING FOR MINIMUM DESIGN STANDARDS FOR LOCAL ROADS; PROVIDING FOR TIME OF COMPLETION OF REQUIRED IMPROVEMENTS;; PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		June 14, 2021	Submitted By: Engineering	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Article 5: Subdivision and Site Development Standards, Land Development Regulations - First Reading		
STAFF RECOMMENDATION: (MOTION READY)		Motion to Approve		
SUMMARY and/or JUSTIFICATION:		The regulations and procedures described in Article 5 will give the City Engineering Department the mechanism to ensure the quality of the land subdivision and development within the City. The regulations and procedures have been coordinated with SID to confirm that the roles and responsibilities of each party pertaining to land development are clear.		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:	X	PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Agenda Item Cover Sheet Engineering Staff Report Ordinance – Article 5			
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>	ORDINANCE NO. 2021-04 AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING MANDATORY LAND DEVELOPMENT REGULATIONS WITHIN THE CITY OF WESTLAKE WHICH SHALL BE ENTITLED "LAND DEVELOPMENT REGULATIONS"; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR SUBDIVISION AND SITE DEVELOPMENT STANDARDS; PROVIDING FOR WAIVERS AND EXEMPTIONS; PROVIDING FOR CITY COUNCIL APPROVAL; PROVIDING FOR SITE DEVELOPMENT PERMITS; PROVIDING FOR REQUIRED IMPROVEMENTS; PROVIDING FOR DRIVEWAY AND ACCESS REQUIREMENTS; PROVIDING FOR MINIMUM DESIGN STANDARDS			

	FOR LOCAL ROADS; PROVIDING FOR TIME OF COMPLETION OF REQUIRED IMPROVEMENTS;; PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.
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FISCAL IMPACT <i>(if any):</i>		\$
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CITY OF WESTLAKE
Engineering Department
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
Phone: (561) 530-5880
www.westlakegov.com

STAFF MEMORANDUM

DATE: 5/28/2021

DESCRIPTION: Article 5 Subdivision and Site Development Standards, Land Development Regulations
First Reading

Introduction

Article 5 of the Land Development Regulations provides procedures for the subdividing and development of land within the City. The Article also describes the role of the Seminole Improvement District (SID) in the City's land development processes.

Article 5 was presented to the Council through past meetings and workshops. The most recent meeting pertaining to this article was in October of 2020, which was held to discuss intergovernmental coordination and cooperation, specifically related to stormwater, between the City and SID. Subsequent to these meetings, the City Manager's office issued a memorandum on November 30, 2020 that clarified the role of the City Engineer's office and SID in land development reviews.

The revised Article 5 presented for first reading reflects the clarifications for the role of SID in land development procedures. Other updates since 2019 have been made to ensure the quality of land development in the City.

Summary of Article 5 Components

The sections of Article 5 were included to provide guidance and regulations to applicants for subdividing land and conducting infrastructure improvements. This section provides a brief description of the regulations within Article 5.

Applicability, General Requirements, and Role and Authority of SID

The article begins with an overview of the role of SID in the City, describes facilities that are owned, operated and maintained by SID, and where SID is required to, or has the right to, review. Throughout the article references to SID are provided as applicable.

Waivers and Exemptions

This section describes the process for obtaining a waiver or exemption from platting or land development procedures.

Platting

Subdividing of land requires platting unless authorized under the waivers or exemptions. The article describes when platting is required, the standards for the preparation of that plat, parties required to approve plats, and City requirements for recording plats. The section also describes

when a guarantee is required by the developer for required infrastructure improvements as it relates to the plat recording by the City Engineer's office.

Site Development Permits

Site development permits are required prior to commencing any site improvement or construction. This section describe the types of improvements that require a Site Development Permit and the content of the construction plans that are required for the permit submittal.

Required Improvements

This section defines the minimum required improvements for all subdivisions to meet the performance standards set forth in the Comprehensive Plan. These required improvements consist of:

- Access and circulation systems (streets, sidewalks, parking areas)
- Earthwork
- Stormwater management system
- Potable water system
- Wastewater system
- Reclaimed water system
- Fire hydrants for Fire Rescue Services
- Lighting

The minimum design requirements for all of these components are detailed in this section, including reference to SID and other regulatory standards as applicable. The requirements for administering the construction are provided to ensure that the installation is in accordance with the approved plans.

It is noted that specific construction details for areas within the City jurisdiction, specifically pertaining to local roads, are under development and will be provided at second reading.

Conclusion

The regulations and procedures described in Article 5 will give the City Engineering Department the mechanism to ensure the quality of the land subdivision and development within the City. The regulations and procedures have been coordinated with SID to confirm that the roles and responsibilities of each party pertaining to land development are clear.

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING MANDATORY LAND DEVELOPMENT REGULATIONS WITHIN THE CITY OF WESTLAKE WHICH SHALL BE ENTITLED “LAND DEVELOPMENT REGULATIONS”; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR SUBDIVISION AND SITE DEVELOPMENT STANDARDS; PROVIDING FOR WAIVERS AND EXEMPTIONS; PROVIDING FOR CITY COUNCIL APPROVAL; PROVIDING FOR SITE DEVELOPMENT PERMITS; PROVIDING FOR REQUIRED IMPROVEMENTS; PROVIDING FOR DRIVEWAY AND ACCESS REQUIREMENTS; PROVIDING FOR MINIMUM DESIGN STANDARDS FOR LOCAL ROADS; PROVIDING FOR TIME OF COMPLETION OF REQUIRED IMPROVEMENTS;; PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 163, upon incorporation, the County’s comprehensive plan shall be deemed controlling, until the City of Westlake adopts its own comprehensive plan; and

WHEREAS, on or about May 3, 2018, the Florida Department of Economic Opportunity provided the City with notice of intent to find the City’s initial comprehensive plan in compliance; and

WHEREAS, the purpose of this ordinance is to promote the health, safety, welfare, and well-being of the community establish rules, regulations and guidelines regarding commercial, non-residential and residential developments within the corporate limits of the City of Westlake, and

WHEREAS, guidelines are required for the subdivision of lands for platting, site development, utilities, drainage and stormwater for all new development, redevelopment and expansion of existing developments in a manner that will promote the health, safety, welfare, and well-being of the community and

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

Section 1. Incorporation: The above recitals are confirmed, adopted and are incorporated herein and made a part hereof by this reference.

Section 2. Establishment of Land Development Regulations: The Code of Ordinances for the City of Westlake shall contain a chapter entitled “Subdivision and Site Development Standards” which code shall contain the provisions as specifically set forth herein.

CHAPTER 5: SUBDIVISION AND SITE DEVELOPMENT STANDARDS

ARTICLE 5.1 APPLICABILITY AND GENERAL REQUIREMENTS

Section 1: *Applicability Generally.* The regulations set forth in this chapter shall be applicable to all subdivision of land and site development in the City, or as hereafter

established. All requests for plats, plat waivers, or any other permit, approval, or decision authorized by this Chapter will be reviewed by both the City and SID, and these reviews may be carried out concurrently, and according to the rules, authority and jurisdiction of each entity. As described in Article 1.9, the City and SID each have discrete powers and responsibilities pursuant to the City of Westlake Charter and the Interlocal Agreement between the City and SID dated February 2018 (Interlocal Agreement) concerning the exercise of those powers and responsibilities. The standards in this Chapter may reference both the City and SID. Where SID and the City are both identified in the same provision, it is not the intention of these LDRs to grant, nor should these LDRs be construed as granting, either entity jurisdiction or responsibility different than that enumerated in the Charter and the Interlocal Agreement. SID has exclusive power concerning any items, projects, plans, intentions, undertakings, or actions provided for in the Water Control Plan, unless otherwise agreed by the City and SID.

Section 2: *Notice to Applicants.* In addition to the standards found in this Chapter applicants may need approval from SID for development projects or certain aspects thereof.

(A) Pursuant to 18(b) of the Interlocal Agreement, SID is charged with review and permitting of the following facilities (referred to in this chapter as SID-Authorized Facilities):

- (1) Surface water management and drainage (including primary, secondary, and tertiary drainage);
- (2) Potable water;
- (3) Wastewater;
- (4) Reclaimed water;
- (5) Irrigation water;
- (6) Roadways and transportation infrastructure;
- (7) Parks; and
- (8) Any facilities that will be owned, operated, or maintained by SID.

(B) Unless otherwise described by an easement or other legal instrument, the line of SID's regulatory jurisdiction over SID-Authorized Facilities is as follows:

- (1) SID has regulatory jurisdiction over all surface water management and drainage. SID's maintenance responsibilities for surface water management and drainage infrastructure and facilities is as follows:

- (a) Within residential areas, SID will maintain catch basins (inlets) located in a public easement or right-of-way and everything downstream thereof.
 - (b) Within commercial areas, SID will maintain surface water management and drainage infrastructure and facilities downstream from the point of connection to the SID system. SID is not responsible for maintenance of the structure creating the connection to the SID system or anything upstream thereof.
- (2) SID has regulatory jurisdiction over all potable water, reclaimed water, and irrigation water facilities and infrastructure up to and including the meter. For purposes of this paragraph, the term “meter” refers to the “master meter” or “primary meter” for any property that uses a master or primary meter. Facilities and infrastructure downstream of the meter are within the City’s regulatory jurisdiction.
- (3) SID has regulatory jurisdiction over wastewater facilities and infrastructure up to and including the clean out at the property line. Facilities and infrastructure upstream of the clean out are within the City’s regulatory jurisdiction.
- (4) SID has regulatory jurisdiction over public collector roads as described within the roadway boundaries as described on the applicable road plat. All traffic control requirements, including corner clips, striping, driveway spacing, and similar measures are within the sole regulatory jurisdiction of the City.
- (C) Unless otherwise specified, SID is not responsible for maintenance of infrastructure and facilities outside of its line of jurisdiction. SID may access facilities outside of its line of jurisdiction as necessary to perform emergency maintenance and repairs that impact SID-Authorized Facilities as permitted by covenants, easements or other recorded instrument.
- (D) SID-Authorized Facilities are subject to the landscaping requirements of Chapter 4 of these LDRs.

Section 3: *SID-Authorized Facilities.* For purposes of this Chapter, for any improvements for SID-Authorized Facilities, where engineer’s certification of the completion or compliance of improvements is allowed or required, the City shall rely upon a statement from the SID engineer that the improvements have been completed as required.

Section 4: *Platting requirement.* Any applicant planning to subdivide land shall record a plat in accordance with the requirements of this chapter unless such requirement is specifically waived by the City Engineer in accordance with the provisions of Article 5.2.

Section 5: *Required improvements installation requirement.* No plat or certified boundary survey shall be recorded until all required improvements as set forth in Article 5.7, except those specifically waived pursuant to Article 5.2, are either completed in accordance with the requirements of Article 5.7 or are *guaranteed* to be completed by the applicant in accordance with the provisions of Article 5.4.

Section 6: *Standards and responsibility for required improvements.* All required improvements shall be designed pursuant to the standards and specifications as prescribed in this chapter, SID's Standards, and in accordance with acceptable standards of engineering principles. All such improvements shall be installed by and at the expense of the applicant in conformance with approved construction plans as referenced by the applicable Site Development Permit.

Section 7: *Professional Services Required.* The applicant is required to retain professional services in the following circumstances:

- (A) The applicant shall retain the services of a professional surveyor and mapper licensed in the State of Florida to prepare a plat. The plat shall meet all requirements of the Florida Statutes found in Part 1, Ch. 177, Florida Statutes.
- (B) The applicant shall retain the services of a professional engineer licensed in the State of Florida to prepare an engineering plan.

Section 8: *Conformity with land use, density, intensity, and zoning regulations.* Prior to consideration of any subdivision of land for approval under the terms of this chapter, the land proposed to be subdivided shall:

- (A) Be of sufficient land area to comply with the density, intensity and land use requirements and provisions of the Comprehensive Plan.
- (B) Be in the proper zoning district required for the intended use.
- (C) This section shall not be read to prohibit the concurrent processing of applications.

Section 9: *Issuance of Authorizations*

- (A) Except as provided below for temporary structures, no certificate of occupancy shall be issued for any structure on any parcel created by the subdivision of land in violation of this chapter unless and until such parcel is shown on a recorded plat or certified survey, as applicable, recorded in the manner prescribed in this chapter. Building permits may be issued for approved, unrecorded plats.
- (B) Temporary construction trailers, temporary structures, and permanent structures having a temporary use may receive a temporary certificate of

occupancy prior to recordation of the plat or certified survey for the property only when the use and location have been approved by the Planning & Zoning Director and shown on the approved Final Site Plan. The temporary certificate of occupancy may be extended as many times as necessary to complete the purpose for which the temporary use is granted, so long as such extension is permitted by Florida Building Code and the construction trailer, temporary structure, or temporary use of the permanent structure remains in use for the purpose for which the temporary occupancy was granted.

Section 10: *Standard Forms.*

- (A) **General.** The forms and formats contained in these LDRs have been approved as standard by the City Attorney and SID Attorney, and the City Engineer and SID Engineer, as appropriate. All required agreements, guaranties, certifications, and other legal documents are subject to the approval of the City Attorney and SID Attorney. Alternate form(s) may be approved for use pursuant to this chapter, provided the City Attorney and SID Attorney have first approved such alternate form(s) in writing.
- (B) **Dedications and reservations.** Dedications and reservations shall be in accordance with the substantive requirements of Sec. 5.3.1(T)(1)) and shall be subject to approval by the City Attorney and SID Attorney prior to plat recordation.

Section 11: *Alternate design, construction standards, and types of materials.*

- (A) **Applicability.** Alternate designs, construction standards, and types of materials which, in the opinion of the City Engineer and SID, are equal or superior to those specified may be approved in accordance with this subsection. However, when the request for alternative design is for a SID-Authorized Facilities, only SID approval is necessary so long as SID has coordinated with the City concerning the proposed alternative(s).
- (B) **Contents of application.** The application shall be submitted in a form established by the City Engineer and SID. Said application shall be accompanied by written data, calculations and analyses, and drawings which are necessary to show, by accepted engineering principles, that the proposed alternates are equal or superior to those specified, or are necessary due to environmental considerations. Within fifteen (15) days of receipt of such application, the City Engineer and SID shall either approve or deny the application and shall advise the Applicant's Engineer and the Applicant in writing of the decision.

ARTICLE 5.2 WAIVERS; EXEMPTIONS

Section 1: *Authority.* The City may grant a waiver from the literal or strict enforcement of the provisions of this Chapter so long as such waiver does not negatively impact the health, safety, and welfare of the residents of the City, nor impede the function or operation of SID's facilities and duties. When the waiver is sought in connection with an application that requires Administrative approval, the City Manager may grant the waiver. When the waiver is sought in connection with an application that requires City Council approval, only the City Council may grant the waiver. When the facility to be impacted by a waiver will be a SID-Authorized Facilities, the City will not grant a waiver from SID standards without prior SID approval, and will accept a waiver approved by SID as sufficient.

Section 2: *Plat waiver.* In order to determine whether platting may be waived, the applicant shall submit an application with the information required by Chapter 2.

- (A) In addition to the requirements of Chapter 2, the application must contain a statement demonstrating that the subdivision meets at least one (1) of the following conditions:
- (1) The division is to create no more than three (3) contiguous parcels and all of the following circumstances apply:
 - (a) The land concerned is isolated or removed in its relationship to platted lands;
 - (b) Dedications or reservations are not required for the installation or maintenance of the required improvements; and
 - (c) The improvements and dedications existing on the land are substantially in accordance with the requirements of this chapter.
 - (2) The underlying parcel of land has been previously platted, and the division of land proposed is a subdivision of outparcels, which must be evidenced by a unity of title agreement.
 - (3) The combination or recombination of parcels is required in order for the new parcel or parcels to meet the density requirements of the Comprehensive Plan.
- (B) When a building site constitutes all or a portion of a parcel designated for non-residential use within a planned development, and the detailed development configuration and building permit issuance are subject to a site plan that requires approval of the City, the building site may be exempted by the City Engineer from the requirement that land be platted before a building permit is issued and may be subdivided by fee title conveyance of individual internal parcels. Such exemption may be granted by the City Engineer and SID provided that:

- (1) Legal access to each interior parcel or lot is provided by a common parking lot in full compliance with all minimum legal access requirements;
 - (2) The layout, location, and construction limits of structures within the building site are regulated by required separation distances between structures rather than by setbacks from interior parcel or lot lines;
 - (3) Application contains a statement of the applicant's intent to subdivide the property pursuant to the platting waiver of this Sec. 5.2.2, and proposed subdivision lines with bearings and distances are included on the approved final site plan for the building site;
 - (4) All lands within the perimeter of the building site are subject to a common recorded unity of control or other such maintenance and use covenants for access, parking, stormwater management, and other required common areas or facilities, as approved by the City Attorney pursuant to Article 5.5; and
 - (5) The building site is delineated on a recorded plat depicting all existing drainage and utility easements of record and all required limited access easements, water management tracts, and common area tracts, and including appropriate dedications or reservations for same.
- (C) **Effect of approval.** The granting of a plat waiver in no manner reduces or waives the requirements governing construction plan approval, site development permit issuance, substitution of applicants, and installation of the required improvements. Failure by the applicant to submit all documents required for the recordation of the approved waiver within six (6) months of approval by the City Engineer shall void said approval.

Section 3: *Exceptions to installation of improvements requirement. (Required Improvements Waiver)* If, after review of a plat, the City Engineer and SID determine that certain improvements already existing on the proposed site are adequate to meet the intent of the required improvements requirement of this chapter, the installation of those required improvements may be waived.

- (A) **Application for required improvement installation waiver.** The applicant shall submit a plat or site plan in accordance with the requirements of this chapter, together with a statement demonstrating that the applicable improvement(s) and associated dedications existing on the land and serving the proposed parcel(s) are substantially in accordance with the requirements of this chapter.
- (B) **Effect of approval.** The granting of a required improvements waiver in no manner reduces or waives the requirement of this chapter to file a plat and to

comply with applicable provisions concerning requirements of this chapter not specifically waived.

ARTICLE 5.3 PLATS

Section 1: *Requirements.* The plat shall be prepared in accordance with the provisions of Chapter 177 F.S., as amended, and shall conform to the requirements of this section. In the event of a conflict between Chapter 177 and this Article, the statute shall prevail.

(A) General Requirements

- (1) The plat shall be clearly and legibly drawn or printed on 24 inch by 36 inch mylar in accordance with the requirements of the Clerk of the Circuit Court of Palm Beach County for plats made for recording pursuant to Chapter 177, Florida Statutes.
- (2) All linework and text shall be in black. Gray linework or text shall not be permitted.
- (3) All margins shall comply with Chapter 177, Florida Statutes.
- (4) The map shall be drawn at a scale sufficient to show all detail for the portion of the map being depicted
- (5) There shall be reserved on each sheet of the plat a three inch by five inch space in the upper right hand corner to be used by the Clerk and Comptroller of Palm Beach County for recording information and each sheet. This shall be accompanied by a circle 1.5 inches in diameter with the caption "Clerk" for the clerk's seal. This edge of this circle must be no more than ½ inch from the edge of the paper.
- (6) The plat boundary and all parcels within that boundary shall be delineated by solid lines.

(B) Preparation – The plat shall be prepared by a Surveyor and Mapper duly licensed by the State of Florida pursuant to Chapter 472, Florida Statutes.

(C) Name of Subdivided Land – The plat shall have a name acceptable to the City. When the plat is a new subdivision, the name of the subdivision shall not duplicate or be phonetically similar to the name of any existing subdivision. When the plat is an addition to or replat of a recorded subdivision, it shall carry the same name as the existing subdivision followed by a suitable phase designation or similar modifier, when applicable. When the plat encompasses lands in a planned development, the abbreviation PD shall be used.

- (D) **Title** – The plat shall have a two part title near the top of each sheet which will consist of name of subdivision, as described above, in large bold letters with a subtitle beneath the name in smaller text which shall include the following:
- (1) The Section, Township, Range, Municipality, County and State.
 - (2) When the plat includes previously platted lands the full plat name(s) of said lands together with complete recording reference(s).
- (E) **Description** Plats shall contain a metes and bounds legal description of the boundary of the lands being platted, except however, when a plat involves the replatting of one or more contiguous parcels within a prior plat or plats or when improvements that may affect the boundary of the previously platted property have been made on the lands to be replatted a legal description by reference to said plat or plats may be used. All information called for in the metes and bounds description shall be shown on the map.
- (F) **Key Map** – If more than one sheet is required for the map, the plat shall contain a Key Map on the first page and all pages depicting the map. The Key Map shall show the boundary of the entire subdivision and boundaries of the portions of the map depicted on each sheet, together with the sheet number reference for each sheet. The portion of the map depicted on each sheet shall be highlighted on the Key Map on that sheet. Each sheet depicting a portion of the map shall have clearly labeled match lines with reference to the sheet number containing the portion of the map which joins along that particular line.
- (G) **Vicinity Map** – A vicinity map shall be shown on the first page of the plat depicting the location of the subdivision relative to surrounding streets, roads and thoroughfares and other areas.
- (H) **North Arrow and Scale** – A prominent north arrow shall be shown on each sheet that depicts all or a portion of the map. A stated and graphically depicted scale shall be also shown in the vicinity of each north arrow.
- (I) **Legend and Abbreviations** – A legend showing the meaning of all symbols used on the plat and a listing of all abbreviations used on the plat with corresponding meanings shall be shown on each sheet depicting the map or portions thereof.
- (J) **Geometric Data** – Sufficient geometric data shall be shown to positively describe the boundary of each parcel, block, tract, right-of-way, street, road easement, and all other areas shown on the plat within the plat boundary. Geometric data shall conform to the following:

- (1) Arcs shall be labeled with central angle, radius and length, additionally, arcs in the centerlines of rights-of-way shall also include chord bearing and distance.
 - (2) Lines shall be labeled with bearing and distance.
 - (3) The geometric data shall mathematically close within 0.01 feet and shall be accurately tied to all Palm Beach County or reestablished township, range and section lines occurring within the subdivision by bearing and distance.
 - (4) Closure report shall be provided with the submittal.
 - (5) If closure within .01 feet is not achieved, then state plane coordinates shall be provided and City Engineer must determine whether closure is sufficient.
 - (6) Lines intersecting curves shall be noted as radial or non-radial as the case may be.
 - (7) The bearing reference line shall be clearly shown on the map and stated on the face of the plat in the notes.
 - (8) Geometric data in tabular format shall not be permitted except under special circumstances upon approval by the City Engineer.
- (K) **Permanent Reference Monuments and Permanent Control Points** – Permanent reference monuments and Permanent Control Points shall be set in the manner prescribed by F.S. Chapter 177, and shall be depicted on the map by symbols and notations.
- (L) **Lot, Parcel, Block and Tract Identification** – Each lot or parcel shall be identified by consecutive numbers individually throughout the subdivision. When the subdivision contains blocks as defined in Chapter 177.031(2) F. S. each block shall be numbered consecutively and with lots or parcels in each block identified by consecutive numbering. All tracts shall be identified by appropriate name designations. Multiple tracts dedicated for the same purpose shall bear a prefix indicating purpose followed by consecutive numbering for each tract.
- (M) **State Plane Coordinates** - There shall be at least two State Plane Coordinates shown on the plat. The coordinates shall be shown in FLORIDA STATE PLANE GRID and the Datum will be NAD83 as follows:
- (1) 1983 STATE PLANE ZONE: FLORIDA EAST with 2017 Adjustment.
 - (2) LINEAR UNITS: US SURVEY FEET

- (3) PROJECTION: TRANSVERSE MERCATOR
 - (4) ALL DISTANCES will be: GROUND
 - (5) The scale factor for the city will be: 1.0000
 - (6) GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 - (7) A rotation angle from grid to ground if any shall be shown.
- (N) **Road Names** – The plat shall show the name of each road. Road names shall not duplicate or be phonetically similar to existing road names. All proposed road names shall be submitted to the City for approval prior to final approval of the plat.
- (O) **Interior excepted parcels** – Interior excepted parcels as described in the legal description of the subdivision shall be labeled “not a part of this plat.” Sufficient easements or rights-of-way to provide necessary access, utilities, and drainage to the excepted parcel shall be provided.
- (P) **Depiction of roads and easements.** All street, right-of-way, and easement widths and dimensions shall be shown on the plat. Easements are to be tied at both ends at intersecting boundary, parcel, or right-of-way lines. The plat shall show the name, location and width of all existing or recorded roads intersecting or contiguous to the boundary of the plat, accurately tied to the boundary of the plat by bearings and distances.
- (Q) **Maintenance and use covenants.** Any maintenance and use covenants for common areas shall be submitted with the plat and approved by the City and SID Attorney prior to recordation of the plat. All areas of the plat that are not to be sold as individual parcels and all easements shall be dedicated or reserved in accordance with the terms of the maintenance and use covenants, and their purposes shall be clearly stated on the plat.
- (R) **Dedication of Roads.** All public right-of-ways and roads and their related facilities **which** are designed to serve more than one parcel or dwelling unit shall be dedicated to SID for public use, unless otherwise required or permitted by this paragraph or elsewhere in this chapter. Any road which is to be reserved as a private road shall be identified as a tract for private road purposes. Such road tracts shall be reserved in accordance with subsection 5.3.1.(T). Private roads may only be permitted when such roads are subject to a recorded declaration of covenants subjecting the roads to the jurisdiction and control of a property owners’ or homeowners’ association, their successors and assigns and reserving easements in favor of City and SID.

- (S) **Restriction on obstruction of easements.** The plat shall contain a statement that no buildings or any kind of construction or trees or shrubs shall be placed on any easement without prior written consent of all easement beneficiaries and all applicable City and SID approvals or permits as required for such encroachment.
- (T) **Certification and approvals.** The plat shall contain on the face or first page the following certifications and approvals, acknowledged as required by law, all being in the form set forth below.
- (1) Dedication and reservation. All dedications shall be made by the owner of the land at the time the plat is recorded in a form acceptable to the City and/or SID, whichever will be the recipient of the dedication. Such dedications may include, but are not limited to: civic sites, parks, rights-of-way for roads or alleys, however the same may be designated; easements for utilities; rights-of-way and easements for drainage purposes; and any other area, however designated. All areas reserved for use by the residents of the subdivision shall be reserved by the owner of the land at the time the plat is recorded. All dedications and reservations shall be perpetual and shall contain:
- (a) The name of the recipient or beneficiary of the dedication or reservation (including successors and assigns);
- (b) The purpose of the dedicated or reserved area; and
- (c) The name of the entity responsible for the perpetual maintenance of the dedicated or reserved area (including successors and assigns). In the event the City and/or SID is/are not the recipient or beneficiary of the dedication or reservation, the statement of maintenance responsibility shall include the phrase "without recourse to the City and SID."
- (2) If so required, certain dedications or reservations shall grant the City and/or SID the right but not the obligation to maintain. The dedications and reservations shall be executed by all owners having a record interest in the property being platted. The acceptance on the plat of the dedications or reservations shall be required of any entity to whom a dedication or reservation is made, except the City and/or SID. Dedications to the City and/or SID shall be accepted according to Article 5.3, Section 4. All dedications, reservations, and acceptances shall be executed in the same manner in which deeds are required to be executed according to Florida Statutes.
- (U) **Coordination with Utilities.** The plat shall be coordinated with the major utility and electricity, gas, phone, and cable suppliers involved with providing services.

Section 2: *Mortgagee's consent and approval.* All mortgages, along with the mortgagee's consent and approval of the dedication, shall be required on all plats where mortgages encumber the land to be platted. The signature(s) of the mortgagee or mortgagees, as the case may be, must be witnessed and the execution must be acknowledged in the same manner as mortgages are required to be witnessed and acknowledged.

Section 3: *Certification of surveyor.* The plat shall contain the signature, registration number and official seal of the surveyor, certifying that the plat is a true and correct representation of the land surveyed under his responsible direction and supervision and that the survey data compiled and shown on the plat complies with all of the requirements of Chapter 177, Fla. Stat., as amended, and this chapter. The certification shall also state that permanent reference monuments ("P.R.M.s") have been set in compliance with Chapter 177, Fla. Stat., as amended, and this chapter. When the permanent control points ("P.C.P.s") are to be installed after recordation, the certification shall also state that the "P.C.P.s" will be set under the direction and supervision of the surveyor under the guarantees posted for required improvements within the plat. When required improvements have been completed prior to the recording of a plat, the certification shall state that "P.C.P.s" have been set in compliance with the laws of the State of Florida and ordinances of the City and SID. The form for the surveyor's certificate shall be as prescribed by SID.

Section 4: *City and SID approval; Recordation of Plats.* The plat shall require approval of the City Council prior to recordation.

- (A) The plat shall contain the approval and signature block for the City in the form prescribed by the City, and for SID in the form prescribed by SID.
- (B) After review and staff approval of the plat, the engineer's estimate and the surety submittal, the City Engineer shall submit the plat to the City Council for its approval.
- (C) Signing and sealing of the plat by the City Council and SID Board shall constitute City approval of the plat for recordation; however, except when the installation of all required improvements has been waived pursuant to Section 5.2.3, the approved plat shall not be recorded until the applicant has either installed the improvements or has guaranteed the installation of the improvements pursuant to the requirements of Article 5.4.
 - (1) If the plat is to be recorded prior to installation of the Required Improvements, the City will submit the approved plat to the Clerk of the Circuit Court for recordation.
 - (2) If the required improvements are to be completed prior to recording of the plat, the approved plat will be held by the City until the requirements for installation of required improvements are met.

- (a) Upon completion of required improvements, the engineer of record shall present to City Engineer:
- (i) The engineer's certification package per paragraph 5.7(3)(C)(4); and
 - (ii) An applicant's warranty on workmanship and materials. Such warranty shall guarantee the required improvements against defect in workmanship and material for a period of one year from acceptance by the City Engineer and be in a form acceptable to the City Attorney.
- (b) Upon the City Engineer's receipt and approval of the documents described in subparagraph 5.3(4)(C)(2), the City will submit the approved plat to the Clerk of the Circuit Court for recordation.

Section 5: *Certification of title.* The title sheet of the plat shall contain a title certification. The title certification must be an opinion of an attorney-at-law licensed in Florida, or the certification of an abstractor or a title insurance company licensed in Florida, and shall state that:

- (A) The lands as described and shown on the plat are in the name, and apparent record title is held by the person, persons or organizations executing the dedication;
- (B) All taxes have been paid on said lands as required by Chapter 197.192, Fla. Stat., as amended;
- (C) All mortgages on the land are shown and indicated by their official record book and page number; and
- (D) There are no encumbrances of record on said lands that would prohibit the creation of the proposed subdivision.

Section 6: *Phased Plats.*

- (A) **Phased Plats Permitted.** Property may be platted in two (2) or more increments pursuant to the terms of this section.
- (B) **Requirements for Phased Plats.** The improvements of each phase shall be capable of operating independently of any unconstructed phase with respect to drainage, access, utilities, and other required improvements, except as provided herein. A dependent phase may be platted only if the foundation phase plat has been recorded and required improvements have been completed or are under construction pursuant to a site development permit and are secured pursuant to

a guarantee posted for completion of required improvements. A dependent phase shall not be acknowledged as completed until the improvements in the foundation phase are acknowledged as completed; provided, however, that such acknowledgment of completion may occur simultaneously, and provided that the City Engineer or SID may permit the posting of surety to guarantee the installation at a later time for those required improvements that are not deemed necessary to provide drainage, access, or utilities to such dependent phases.

- (C) **Sequence of phases.** Where all or any portion of a water management tract is required to serve a proposed phase of development, and has not been previously recorded and constructed, said water management tract and its associated lake maintenance easement(s) shall be included and constructed in their entirety as part of the plat and required improvements for that phase. If approved by SID, the applicant may elect to construct the portion of the lake required to serve the current phase of development. The applicant is to provide water management calculations to SID demonstrating the required amount of water management system to be constructed.

Section 7: *Modification of Plats.*

- (A) Modifications to recorded plats are subject to the same requirements and approval proceedings as initial plats, and may include requirements from previously approved plats. However, errors or omissions in the data shown on a recorded plat may be corrected as provided for in § 177.141, Florida Statutes.
- (B) Any changes, erasures, modifications or revisions to an approved plat prior to recordation may only be made with the approval of the City Engineer, the City Attorney, and SID, to correct scrivener's errors, to reflect a change in ownership, a change in mortgagee, or to correct legal descriptions, right-of-way dedications, drainage ways and easements. Any other changes will require a resubmittal and approval by the City Council and SID.

ARTICLE 5.4 Surety.

Section 1: *Platting prior to completion of required improvements.* When platting is proposed prior to completion of construction of required public infrastructure improvements, the applicant shall submit a surety to the City in a form and in an amount acceptable to the City and SID, so as to guarantee construction of the required utilities, drainage, stormwater improvements, streetscape, site landscaping, parking for public purposes, entry feature and public infrastructure improvements proposed for development, including applicable fees. Because ownership and maintenance of the required improvements may lie with the City or SID, depending on the type of improvement, the applicant will coordinate with the City and SID, as applicable, on the certification of completion of improvements and reduction or release of

surety. Where SID is the applicant, the City shall not require surety. For purposes of this Chapter, for any improvements that are to be SID-Authorized Facilities, where engineer's certification of the completion or compliance of improvements is allowed or required, the City shall rely upon a statement from the SID engineer that the improvements have been completed as required.

Section 2: *Amount and Form.* A required surety for the installation of required improvements shall be in an amount equal to one hundred fifteen percent (115%) of the construction cost of the required improvements.

- (A) The applicant may provide surety in any one of the following forms:
- (1) Cash Bond;
 - (2) Letter of Credit from a solvent financial institution authorized to do business in the state of Florida;
 - (3) Performance or Surety Bond;
 - (4) Escrow Deposit;
 - (5) Agreement between an applicant and an entity with jurisdiction and authority to construct the required improvements; or
 - (6) Any alternate form approved by the City and SID Attorneys.
- (B) When the surety is in the form of a cash bond, letter of credit, performance bond, or surety body, the bond shall be issued in favor of the City with a rider to SID. If the surety is in the form of an escrow deposit, the form of the escrow must be approved by the City and SID. Copies of all forms of surety shall be provided to both the City and SID.

Section 3: *Frequency of reductions in amount of surety.* If the applicant posted surety in the form of a cash escrow, an irrevocable letter of credit, or bond, the amount of the surety shall be reduced upon certification of completion of part of the required improvements by the applicant's engineer and acceptance of that certification by the City. However, if the required improvement is a SID-Authorized facility, the surety shall be reduced upon certification of completion of part of the required improvements by the applicant's engineer and acceptance of that certification by the SID engineer. In no case may the surety be reduced beyond 110% of the cost of the remaining improvements.

Section 4: *Conditions for release of surety.* The City Council shall not accept dedication of public improvements or release or reduce the amount of any surety posted by the applicant until the City Engineer has issued a certificate of satisfactory completion per Article 5.7(3)(c)(4)

or a guarantee has been furnished to and approved by the City Attorney in accordance with Section 5.4.1, above.

Section 5: *Release of escrowed funds and surety.* Funds held in the escrow account shall not be released to the applicant, except upon the approval of the City Engineer in consultation with the City Manager. If the required improvement is a SID-Authorized Facility, the surety shall be reduced upon SID's certification of satisfactory completion. At the end of the warranty period, all unused escrowed funds, if any, shall be released to the applicant. If the surety provided by the applicant was a letter of credit, the City Attorney may execute waivers of the City's right to draw funds on the letter of credit upon certification of completion of the required improvements by the applicant's engineer and recommendation of approval by the City Engineer.

Section 6: Failure to make improvements: Prior to the issuance of a building permit, all applicants shall post a surety in an amount determined by the City Engineer and SID to be sufficient to ensure that required public improvements shall be completed if the applicant does not or cannot make the required public improvements, in accordance with the phasing plan established for a parcel.

- (A) Where allowed under state law to construct and finance the improvements, SID or another special district formed for that purpose may undertake the improvements. If a special district shall be the party to complete the required improvements, the City shall not release the applicant from obligations under the development order nor shall the City release any surety in whole or in part, until the special district board approves undertaking the construction of the required public improvements.
- (B) If the City shall be the party to complete the required improvements, it shall use the following procedure:
 - (1) **Declaration of default.** The City may declare the development order or surety to be in default and require that all of the required improvements be installed regardless of the extent of development at the time of default.
 - (2) **Notice.** Upon a declaration of default, the City's authorized agent shall send the applicant a courtesy written notice of the authorized agent's intent to expend any drawn funds or demand performance, as applicable. Such notice shall be sent at least thirty (30) calendar days prior to said expenditure or demand, and shall be mailed to the last known address of the applicant or his authorized agent according to the Site Development Permit records on file with the City Engineer.
 - (3) **Utilize surety or Assign Rights.** After the notice period has run:

- (a) The City may obtain funds pursuant to the surety and complete improvements itself or through a third party; for SID-Authorized Facilities, the City will provide the funds to SID to complete the improvements; or
 - (b) The City may assign its right to receive funds under the surety to any third-party, including a subsequent owner of the subdivision for which improvements were not constructed, in whole or in part. Such assignment shall be in exchange for that subsequent owner's binding commitment to complete the required improvements. If the City elects to assign any rights for SID-Authorized Facilities, the City shall assign its right to SID.
- (C) **Funding.** The City Engineer or SID, whichever is the authorized agent of the City Council shall have the right to any funds available under the guaranty to secure satisfactory completion of the required improvements in the event of default by the applicant or failure of the applicant to complete such improvements within the time required.
- (D) **Other rights.** The City may exercise any other legal or equitable rights or remedies available.

Section 7: Required Improvements

- (A) **General procedure and fees.** The City shall provide for the inspection of aspects of the required improvements within the City's regulatory jurisdiction and confirm their completion in accordance with all applicable City standards, codes, requirements, and the certification of completion by the engineer of record. The applicant shall pay the City the applicable inspection fee as determined by the City on the adopted fee schedule. Building Permits or certificates of occupancy shall not be issued until all fees are paid. If the City Engineer finds that any required improvement has not been constructed in accordance with the City's codes, standards, or requirements, the applicant shall be notified of the deficiency and shall promptly and properly complete the improvements. The City may withhold the issuance of building permits and certificates of occupancy until the improvements are properly completed.
- (B) **Maintenance of improvements.** The responsible party shall be required to maintain all required public improvements in the subdivision parcel until acceptance of the improvements by the City or SID, as applicable. Following the City's acceptance of improvements, the City shall require the responsible party to maintain the improvements for a period of up to one year from the date of acceptance. In addition, the responsible party shall post a maintenance bond satisfactory to the City in the amount of ten percent of the original surety. The

City shall not require a maintenance bond for improvements owned, operated or maintained by SID following SID's acceptance of those improvements.

- (C) **Issuance of certificates of occupancy.** When a development order and surety has been required for public required improvements, a certificate of occupancy for any building in the subdivision parcel shall not be issued prior to completion of the required public improvements, and evidence that all required utilities have been released for operation.

ARTICLE 5.5 Unity of Title and Declarations of Restrictive Covenant.

Section 1: *Purpose and Applicability.* When it is necessary that two (2) or more lots, parcels or portions thereof are added or joined, in whole or in part, a Unity of Title or Declaration of Restrictive Covenant in lieu of a Unity of Title shall be filed to ensure the properties are planned, developed and maintained as an integral development and/or project and are consistent with and satisfy the requirements of these regulations and these LDRs.

Section 2: *Unity of Title.*

- (A) General Requirements. As a prerequisite to the issuance of a building permit, the owner(s) in fee simple shall submit a Unity of Title in recordable form to the Planning and Zoning Director providing that all of the property encompassing the parcel upon which the building and appurtenances are to be located shall be held together as one parcel of land and providing that no part or parcel shall be conveyed or mortgaged separate and apart from the parcel proposed for development, as set forth under the building permit in the following cases.
- (1) Whenever the required off-road or off-street parking is located on contiguous lots or parcels or is otherwise located off-site, as provided for under Article.
 - (2) Whenever the parcel proposed for development consists of more than one (1) lot or parcel and the main building is located on one (1) lot or parcel and accessory buildings or structures are located on the remaining lot or parcel comprising the parcel proposed for development.
 - (3) Whenever the parcel proposed for development consists of more than one (1) lot or parcel and the main building is located on one (1) or more of the lots or parcels and the remaining lots or parcels encompassing the parcel proposed for development are required to meet the minimum standards of these regulations.
 - (4) Whenever a building is to be constructed or erected upon a lot or parcel which is larger in frontage, depth and/or area than the minimum

required by these regulations and which lot or parcel would be susceptible to resubdivision in accordance with these LDRs.

- (5) Whenever the City Council provides that a Unity of Title shall be executed as a condition for the granting of a variance.
 - (6) Whenever a Unity of Title is specifically required by an ordinance or resolution adopted by the City Council.
 - (7) Whenever a parcel proposed for development in any residential district consists of more than one (1) platted lot.
- (B) Approval. The Unity of Title shall be subject to review and approval by the City Attorney as to form and content, together with any additional necessary legal instruments to preserve the intent of these regulations and to properly enforce these LDRs and the City Code of Ordinances, and shall be signed and joined by all mortgage holders.
- (C) Release. Any Unity of Title required by this section shall not be released except upon approval by resolution passed and adopted by the City Council and executed by the City Manager and City Clerk.
- (D) Recording. The owner(s) shall pay all fees as required by the adopted fee schedule for the processing and recording of the Unity of Title.
- (E) Enforcement. Enforcement of the Unity of Title shall be by action at law or in equity with costs and reasonable attorney's fees and City fees payable to the prevailing party.

Section 3: *Declarations of Restrictive Covenant in Lieu of a Unity of Title.*

- (A) **General Requirements.** In the case of separate but contiguous and abutting parcels proposed for development located in downtown mixed use, or town center districts owned by one separate or multiple owners wishing to use said property as one parcel, the Planning and Zoning Director may approve a Declaration of Restrictive Covenant in Lieu of a Unity of Title together with a Reciprocal Easement and Operating Agreement approved for legal form and sufficiency by the City Attorney. The Declaration of Restrictive Covenant shall run with the land and be binding upon the heirs, successors, personal representatives and assigns and upon all mortgagees and lessees and others presently or in the future having any interest in the property. In such instances, the property owner(s) shall agree that in the event that ownership of the subject properties comes under a single ownership, the applicants, successors and assigns, shall file a Declaration of Restrictive Covenant covering the subject properties.

- (B) The Declaration of Restrictive Covenant shall be submitted to the City Attorney for approval, and shall:
 - (1) State that the lots will be developed, maintained, and operated as a single parcel, and that the individual building sites within the parcel will comply with the Comprehensive Plan and the these LDRs, and that the development will protect SID's rights and operations.
 - (2) Bind subsequent owners of all parcels to the terms, provisions and conditions of the Declaration of Restrictive Covenant.
 - (3) Be executed with the same formality and manner as a warranty deed under the laws of the State of Florida.
- (C) The submittal to the City Attorney must contain a record of any existing building heights, and explanation of site conditions, and a photograph of the parcel.
- (D) The City shall only release a Declaration of Restrictive Covenant if the individual properties satisfy all applicable regulations, Code of Ordinances and Comprehensive Plan requirements and the release does not create substandard or nonconforming building sites, nor impede SID's operations.
- (E) Requests for modification of an existing Declaration of Restrictive Covenant shall be submitted to the Planning and Zoning Director and satisfy the following:
 - (1) The request shall contain written consent of the current owner(s) of the phase or portion of the property for which modification is sought.
 - (2) The modification shall not create a fire emergency situation or be in conflict with the provisions of these regulations, Code of Ordinances and Comprehensive Plan, nor impeded the rights or operations of SID.
- (F) The Planning and Zoning Director may impose conditions within the Declaration of Restrictive Covenant to ensure the above provisions are satisfied or waive such provisions if not applicable to the parcel proposed for development.
- (G) The conveyance of portions of the subject property to third parties shall require a Reciprocal Easement and Operating Agreement executed by third parties in recordable form including the following:
 - (1) Easements in the common area of each parcel for the following:
 - (a) Ingress to and egress from the other parcels.
 - (b) For the passage and parking of vehicles.

- (c) For the passage and accommodation of pedestrians.
- (2) Easements for access roads across the common area of each parcel to public and private roadways.
- (3) Easements for the following on each parcel to permit the following:
- (a) The installation, use, operation, maintenance, repair, replacement, relocation and/or removal of utility, power, cable, telephone, drainage, internet, gas, and similar facilities in appropriate areas.
 - (b) The installation, use, maintenance, repair, replacement and/or removal of common construction improvements such as footings, supports and foundations.
 - (c) The attachment and support of buildings or other associated structures and/or improvements.
 - (d) For building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, including but not limited to the following: marquees; signage; canopies; lighting devices; awnings; wing walls; etc.
 - (e) Reservation of rights to grant easements to SID and other companies providing cable, power, telephone, internet, gas, and similar services.
 - (f) Reservation of rights to road rights-of-way and curb cuts.
 - (g) Pedestrian and vehicular traffic over dedicated private right roads and access roads.
- (4) Appropriate agreements between the owners of the parcels as to the obligation for maintenance of the property to include but not limited to the following: maintenance and repair of all private roadways; parking facilities; common areas; landscaping; and, common facilities and the like.
- (a) These provisions of the Reciprocal Easement and Operating Agreement shall not be amended without prior written request and approval of the City Attorney. In addition, such Reciprocal Easement and Operating Agreement shall contain such other provisions with respect to the operation, maintenance and development of the property as to which the City and the parties

thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

(b) Reciprocal Easement and Operating Agreement Requirements.

(i) The owner(s) shall provide a Certificate of Ownership by way of an opinion of title from an Attorney-At-Law licensed to practice in the State of Florida or from an abstract of title company licensed to do business in Palm Beach County, Florida; said opinion of title shall be based upon an abstract or certified title information brought up within ten (10) days of the requirement that such Declaration of Restrictive Covenant be recorded.

(ii) The opinion of title shall include the names and addresses of all mortgagees and lien holders, the description of the mortgages and/or liens and the status of all real estate taxes due and payable.

(iii) A subordination agreement signed and executed by the mortgagees and/or lien holders shall accompany and be made part of the Declarations of Restrictive Covenants.

(H) The City may also require that the property owners file additional documents with appropriate state and local agencies to ensure that the properties are treated for the purposes herein as a single building site. Such documents shall include, where appropriate, declaration of condominium, approved by the State of Florida and recorded in the public records of Palm Beach County. Copies shall be provided to the City together with the application for Declaration of Restrictive Covenant in lieu.

(I) Approval. The Declaration of Restrictive Covenant shall be subject to review and approval by the City Attorney as to form and content, together with any additional legal instruments to preserve the intent of the ordinance to promote single building sites and to properly enforce these LDRs, Code of Ordinances, and Comprehensive Plan.

(J) Appeal. Appeal of the Planning and Zoning Director's decision shall be to the City Council.

(K) Release. A release of a Declaration of Restrictive Covenant shall require approval from the City Council upon review and recommendation by the Planning and Zoning Department. Approval shall be via a Resolution passed and adopted by the City Council and release executed by the City Manager and City Clerk. The

Planning and Zoning Department and the City Council must find that upon demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

- (L) Recording. The owner(s) shall pay all fees as required by the fee schedule for the processing and recording of the Declaration of Restrictive Covenant. The Declaration of Restrictive Covenant shall be in effect for a period of thirty (30) years from the date the documents are recorded in the public records of Palm Beach County, Florida, after which they shall be extended automatically for successive periods of ten (10) years unless released pursuant to the release provisions contained herein.
- (M) Enforcement. Enforcement of the declaration of restrictive covenant shall be by action at law or in equity with costs and reasonable attorney's fees to the prevailing party.

ARTICLE 5.6 SITE DEVELOPMENT PERMIT

Section 1: *Applicability.* A Site Development Permit shall be required prior to commencement of any site improvement or construction, including any required improvements, essential facilities or services, or other SID facilities, unless such site improvement or construction is a SID-Approved Facility within SID's sole jurisdiction pursuant to the Charter and Interlocal Agreement.

Section 2: *Application Requirements.*

- (A) **Duties of applicant's engineer.** When the development is to be engineered by more than one firm, the applicant shall appoint a single entity to coordinate submission of the construction plans.
- (B) **Submittal requirements.** Construction plans and supplemental engineering information shall be submitted for each of the categories of improvements listed in this section. Plan sets shall be submitted in the number required by the City Engineer and SID.
 - (1) Submittals for required improvements. Construction plans signed and sealed by the preparing engineer shall be submitted for the applicable required improvements set forth in Article 5.7:
 - (a) Paving, grading and drainage; including Signage and Pavement Marking Plans;
 - (b) Bridges;
 - (c) Water and sewer systems:

- (i) for land development permit submittal: proposed construction plans shall be submitted for Public Health Unit approval.
 - (d) Preliminary residential lighting plans and preliminary photometrics for all non-residential or parking lots;
 - (2) Submittals for other improvements. Construction plans shall be submitted for the following additional improvements which the applicant may elect to construct:
 - (a) Landscaping, guardhouse, gates or other structures within roads;
 - (b) Landscaping or structures in lake maintenance easements.
- (C) **Completeness of construction plans.** All construction plan submittals shall be so complete as to be suitable for contracting and construction purposes. Design data, calculations and analyses shall be submitted to address important features affecting design and construction and shall include, but not be limited to, those for design high water, drainage facilities of all kinds, alternate pavement and subgrade types, and any proposed deviation from SID standard design requirements.
- (D) **Format and content of construction plans for required improvements.** All construction plan submittals for the installation of required improvements shall consist of and contain, but shall not be limited to:
 - (1) **Cover sheet.** A cover sheet showing the applicable project name, sheet index, category of improvements, and, vicinity sketch.
 - (2) **Sections.** Typical sections.
 - (3) **Construction details.** Construction details showing compliance with SID standards, or with any alternate design approved by SID.
 - (4) **Special profile sheets.** Special profile sheets as required to show special or unique situations.
 - (5) **Bench mark.** Bench mark, based on NAVD (1988).
 - (6) **Notes.** Notes regarding special conditions and specifications applicable to the construction, addressing:
 - (a) Required compliance with construction requirements of this chapter and the applicable City and SID standards;

- (b) Required compliance with state standards applicable to the work;
 - (c) Minimum standards for materials;
 - (d) Test requirements for compaction or stabilization of subgrade, base, and backfill;
 - (e) Required installation of underground utilities and storm drainage located within the roads prior to construction of subgrade for road pavement;
 - (f) Special construction or earthwork requirements for site work in areas of impervious or unstable soils, or to cope with unsuitable soil conditions.
- (7) **Parking areas.** Depiction of all parking areas required to be constructed clearly identifying and delineating each parking area serving more than one parcel.
- (8) **Soils report.** The Site Development Permit application shall include a soils report describing soil profiles of the work site to such depth and extent necessary to determine special design or construction needs. In lieu of the soils report, the Applicant may submit as part of the report a certified statement from an engineer that he has investigated the subsurface conditions of the site and has determined that such conditions are suitable for the work as shown on the construction plans. If an applicant submits a soils report, the soils report shall include:
- (a) **Map.** A map, drawn to stated scale, showing boring, penetrometer, and/or test pit locations.
 - (b) **Test results.** Results of each boring or other soil test, keyed to the map.
 - (c) **Soil profiles.** Soil profiles with horizons described according to the USDA, ASTM, or Unified standard soils classified system.
 - (d) **Muck, etc.** Location and extent of muck, hardpan, marl, or other deleterious materials which may require special consideration in design or construction.

Section 3: *Substitution of Applicants*

- (A) **Voluntary substitution of applicants.** When there is a voluntary substitution of applicants after the Land Development Permit has been issued but before the

City and SID have acknowledged completion of the required improvements, it shall be the responsibility of both applicants to transfer the rights and responsibilities from the original applicant to the succeeding applicant. The original and succeeding applicants shall make a joint application to the City Engineer and SID for a transfer of the original applicant's Site Development Permit. If the original applicant posted a guaranty with SID for completion of required improvements, the succeeding applicant must post a substitute guaranty in the current amount of the original applicant's guaranty and in a form acceptable to SID. The application for transfer shall include the executed acknowledgment of responsibility for completion of required improvements.

- (B) **Involuntary substitution of applicants.** When a applicant becomes the succeeding applicant through foreclosure or some similar action and it is not possible to obtain the original applicant's signature on a joint application for transfer of the Site Development Permit, the succeeding applicant must comply with all provisions of subsection 5.6.3(A) above, except that, in lieu of said original applicant's signature, the succeeding applicant shall submit a current certification of title, foreclosure judgment, or other proof of ownership of the lands encompassed by the plat referred to in the Site Development Permit.

ARTICLE 5.7 REQUIRED IMPROVEMENTS

Section 1: *Minimum Required Improvements for All Subdivisions.* The improvements set out herein shall be the minimum required improvements for all subdivisions in order to provide the physical improvements necessary to implement certain performance standards, objectives and policies of the Capital Improvements Element and other elements of the Plan. These required improvements shall be installed prior to recordation of the corresponding plat or certified boundary survey unless the developer furnishes a guarantee assuring their installation in accordance with the provisions of this Article. Except as provided in this Chapter, the cost of all required improvements shall be guaranteed.

- (A) **Access and Circulation Systems.** All streets, required sidewalks, and, required parking areas shall be constructed by the developer in accordance with the design and construction requirements of this Article. The guaranty for these requirements shall be as follows:
- (1) The cost of installing all street improvements shall be guaranteed.
 - (2) The cost of installing parking areas need not be guaranteed since the plat establishes legal access and such areas are required to be installed prior to issuance of the Certificate of Occupancy (CO).
 - (3) The cost of installing all sidewalks and paths pursuant to the approved pedestrian circulation system shall be guaranteed.

- (B) **Land Preparation.** The developer shall grade and fill the land pursuant to this chapter.
- (C) **Stormwater Management System.** The developer shall install the secondary and tertiary stormwater systems for the development in accordance with this Article. Preliminary site work related to grading and stormwater management may commence prior to the issuance of a building permit. On lots intended for building construction, the final grading of each lot, or the applicable approved grading plan, shall be completed consistent with the building permit for said construction.
- (D) **Potable Water System.** The developer shall install the required potable water distribution system for the development in accordance with this chapter.
- (E) **Wastewater System.** The developer shall install the required wastewater collection and/or disposal system for the development in accordance with this chapter.
- (F) **Wastewater Reuse System.** The developer shall install the required wastewater reuse system for the development in accordance with this chapter.

Section 2: *Minimum Standards.* Except when waived pursuant to Article 5.2, the improvements set out herein shall be the minimum required improvements for all subdivisions of land.

- (A) **General design requirements.** The design of the required improvements shall be in accordance with acceptable engineering principles. The design and construction of required improvements shall, at a minimum, be in accordance with applicable City and SID standards, including those contained in this Chapter. Should the applicant elect to provide improvements of a type or design proposed to equal or exceed the minimum requirements, standards for design and construction of such improvements shall be evaluated for adequacy on an individual basis. All such alternatives shall be submitted for approval by the City Engineer and SID.
- (B) **Utilities.** All utilities, power, telephone, cable, internet, wiring to street lights, gas and similar shall be installed underground. Utilities shall be constructed in easements as prescribed by this section and as depicted on the plat. The applicant shall make arrangements for utilities installation with SID and each entity furnishing the service involved.
 - (1) Standard exception for appurtenant, on the ground facilities. Appurtenances such as transformer boxes, pedestal mounted terminal boxes, meter cabinets, service terminals, telephone splice closures, pedestal type telephone terminals or other similar "on the ground"

facilities normally used with and as a part of the underground distribution system may be placed above ground, but shall be located so as not to constitute a pedestrian and traffic hazard in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and the ADA Standards for Accessible Design.

- (2) Installation in roads. After the subgrade for a road has been completed, and before any material is applied, all underground work for the water mains, sanitary sewers, storm sewers, gas mains, telephone, electrical power conduits and appurtenances and any other utility shall be installed completely and in accordance with all applicable SID standards through the width of the road to the sidewalk area or provisions made so that the road will not be disturbed for utility installation. All underground improvements installed for the purpose of future service connections shall be properly capped and backfilled. Following such installation, the site must be restored in accordance with SID standards.
- (C) **Easements.** Where required by SID, utility easements of adequate width shall be provided to SID, consistent with SID requirements and shall provide for convenient access for maintenance. Where SID has existing facilities on a property, a utility easement of adequate width shall be provided to SID. Other easements for access, drainage, or other proper purposes may be required by SID or the City.

(D) **Access and Circulation Systems**

- (1) Vehicular circulation systems.
 - (a) Required improvement to be constructed by applicant. Unless SID has or will construct such improvements, all roads, alleys, and related facilities required to serve the proposed development shall be constructed by the applicant. Construction shall consist of, but not be limited to, grading, base preparation, surface course, and drainage. All roads, whether intended for dedication to SID or reservation for private use and maintenance, shall be constructed to the minimum standards established by this chapter and the City and SID standards. Additionally, the applicant shall construct any parking areas which provide access to any parcels that do not have direct, primary access from a local road or residential access road. Construction of such parking areas shall be completed prior to issuance of any Certificate of Occupancy for any dwelling unit located on a parcel served by such parking area. Construction of the parking area may be done in conjunction with

building construction on the lot the parking area is to serve provided, however, that construction shall be noted on the approved paving, grading and drainage plans in a form acceptable to the City Engineer and/or SID, as applicable. When the parking area is to be completed in conjunction with building construction, the applicant shall execute a certificate of completion on a form approved by the Building Official prior to issuance of the certificate of occupancy for any dwelling unit or building served by such parking area. Said certificate of completion shall state that the parking area was completed in accordance with the requirements these LDRs.

(b) Minimum legal access requirement. There is hereby established a hierarchy of legal access as shown on Table 5-1. Except as provided below, the Applicant shall demonstrate legal access consistent with Table 5-2 and this Chapter, from the parcel to a road depicted on TE Map 3.4 2038 Future Traffic Circulation Map. If legal access to the parcel does not exist, the Applicant shall build all improvements required to create such access, which may include:

- (i) Construction of a road sufficient to provide legal access from the parcel to the nearest collector or arterial road depicted on the TE Map 3.4 2038 Future Traffic Circulation Map; and/or
- (ii) Construction of a collector or arterial road depicted on the TE Map 3.4 2038 Future Traffic Circulation Map up to the point of connection.

Construction shall include all related drainage and utility improvements and be consistent with these LDRs, applicable SID standards, the existing road profile, TE Map 3.4 2038 Future Traffic Circulation Map, TE Map 3.5 2038 Future Functional Classification Map, and TE Map 3.7 2038 Future Shared Use Paths, Sidewalks, and Bicycle Lanes Map.

(c) The following are exceptions to the minimum legal access requirements found above in 5.7.2(D)(1)(b):

- (i) When legal access to a lot is permitted by these LDRs to be by a common parking area which serves more than one (1) parcel, it shall be dimensioned

and depicted on the construction plans and reserved on the plat as a "parking tract". Said tract shall be reserved for parking and access purposes to the POA having jurisdiction over the parking area and the abutting lots.

- (ii) A common driveway may, with prior approval by the City Engineer, be utilized for legal access to a group of not more than four (4) abutting parcels situated adjacent to a curve on a residential access road where said parcels would otherwise have no reasonable means of obtaining direct access to or required frontage on the adjacent residential access road. Said driveway shall be delineated and reserved on the applicable plat for purposes of perpetual access to the parcels served.

- (iii) A common parking lot may be utilized for legal access to individual parcels created by subdivision of a shopping center or set of parcels under a common plan of development developed solely for commercial or industrial uses where all parcels within the boundary of such subdivision are served by said access and are subject to recorded shared access, maintenance, and use covenants approved by the City. Where such access is utilized, direct lot or parcel access on any road adjacent to the boundary of the subdivision parcel shall be prohibited except at common access points approved for the subdivision parcel as a whole.

- (d) Road Classification. Roads shall be classified according to Table 5-1.

TABLE 5-1: CHART OF ACCESS HIERARCHY

MAJOR ROADS:
Roads which constitute the traffic circulation network as contemplated under the Comprehensive Plan. Listed from highest to lowest category:
MINOR ARTERIAL
MAJOR COLLECTOR
MINOR COLLECTOR
Local Roads: Roads which constitute the internal circulation network of a development and which are not classified as a MAJOR ROAD will be classified as a local road. Listed from highest to lowest category:
NONRESIDENTIAL ACCESS
RESIDENTIAL ACCESS (private roads only)
ALLEY

- (e) **General design considerations.** The proposed road layout shall be integrated with the City's, SID's, and County's traffic circulation network, and shall be coordinated with the road system of the surrounding area. Roads shall be classified and designed in accordance with the Traffic Circulation Element of the Comprehensive Plan, and the City's and SID's standards. Consideration shall be given to:
- (i) The need for continuity of existing and planned roads;
 - (ii) Barriers imposed by topographical conditions and their effect on public convenience or safety;
 - (iii) The proposed use of the land to be served by such roads;
 - (iv) The need for continuation of existing local roads in adjoining areas not subdivided;

- (v) The proper projection of non-plan collector and plan collector roads;
 - (vi) The feasibility of extending the proposed road system to the boundary of the proposed subdivision to promote reasonable development of adjacent lands and to provide continuity of road systems; and
 - (vii) Discouraging through traffic in the design of local and residential access roads.
- (f) **Double frontage parcels and lots.** Where a parcel or lot has two (2) frontage lines, legal access to the parcel shall be restricted as follows.
- (i) Residential lot. Where a lot abuts both a road of collector or higher classification and a local road, access to said lot shall be by the local road.
 - (ii) Non-residential parcels. Where a parcel abuts roads of local or higher classification, access to the parcel shall be by the road of lower classification, unless otherwise permitted by these LDRs; provided, however, that access shall not be permitted on a local residential or residential access road as prescribed on Table 5-2. This requirement may be waived by the City Engineer based on justification provided by property owner or applicant.
- (g) **Construction in muck or clay areas.** Construction in muck or clay areas shall be done in accordance with applicable City or SID Standards.
- (h) **Road intersections.** The centerline intersections of local or residential access roads with collector roads shall be spaced a minimum distance of two hundred (200) feet, as measured along the centerline of the collector road. Intersections which warrant traffic signalization shall be spaced a minimum distance of thirteen hundred twenty (1,320) feet, centerline to centerline. Connection of local roads to arterial roads may be permitted by the City Engineer and SID only where other access is unavailable. This requirement may be waived by the City Engineer based on justification.
- (i) **Through and local traffic.** Through traffic shall be directed along collector roads within the subdivision. Local roads shall be laid out to accommodate local or neighborhood traffic and to discourage their use by through traffic.
- (j) **Alleys.** Alleys may be allowed in subdivisions when they are necessary, in the opinion of the City Engineer, for the safe and convenient movement

of traffic and pedestrians. Alley intersections and sharp changes in alignment shall be avoided and alleys shall be constructed in accordance with the following:

1. Residential areas. Alleys shall be paved ten-feet wide in a minimum twelve-foot right-of-way, with appropriate radii for the intended use.
2. Commercial and Industrial areas. Alleys shall be paved twenty (20) feet wide in a minimum twenty-foot right-of-way, with appropriate radii for the intended use, unless otherwise approved by Palm Beach County Fire.

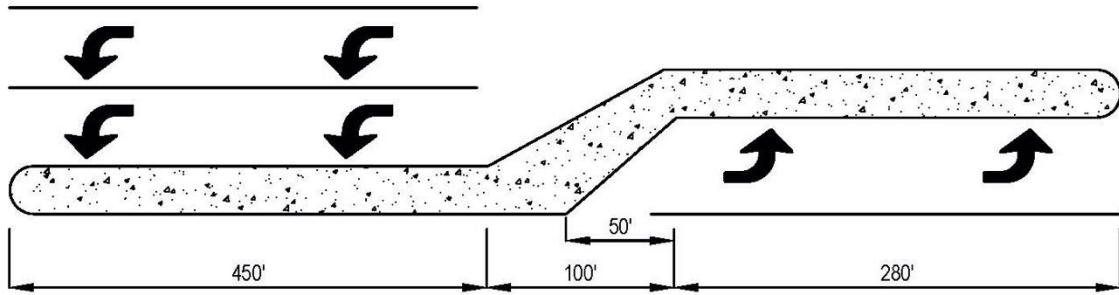
- (k) **Driveways and Access.** Driveways and median openings shall be in accordance with Table 5-2 and the Figure 5-1.

Table 5-2: Driveway and Access Requirements

Roadway Section	Corner Clearance Distance (Arterial Road)	Corner Clearance Distance (All other Roads)	Driveway Connection Spacing*	Median Opening	Median Opening (From Arterial Road)	Signal Spacing
Collector Undivided	75 ft	50 ft	125 ft	660 ft	830 ft	0.25 mile
Collector Divided	125 ft	50 ft	125 ft	660 ft	830 ft	0.25 mile
*Does not apply for single family residential driveway connections						

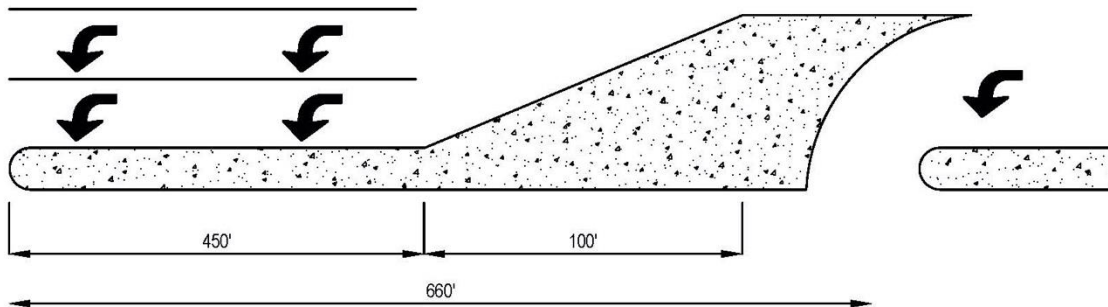
- (l) **Road Requirements.** The following graphics, which are individually numbered 1 through 8, are collectively called Figure 5-1: Road Standards, and are regulatory in nature.

Figure 5-1: Road Standards:



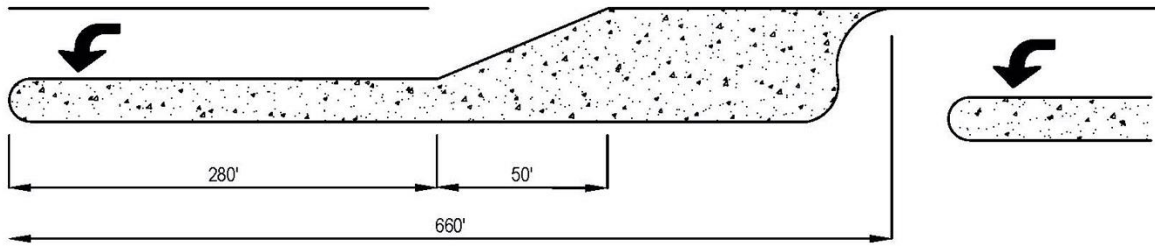
**DUAL LEFT TURN LANES
(FULL MEDIAN OPENING)**

① N.T.S.



**DUAL LEFT TURN LANES
(DIRECTIONAL MEDIAN OPENING)**

② N.T.S.

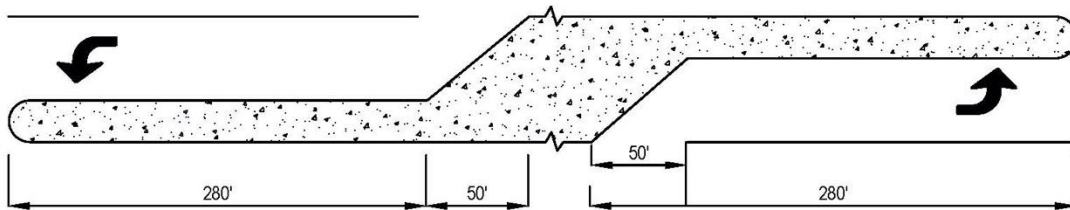


LEFT TURN LANES

(DIRECTIONAL MEDIAN OPENING)

3

N.T.S.

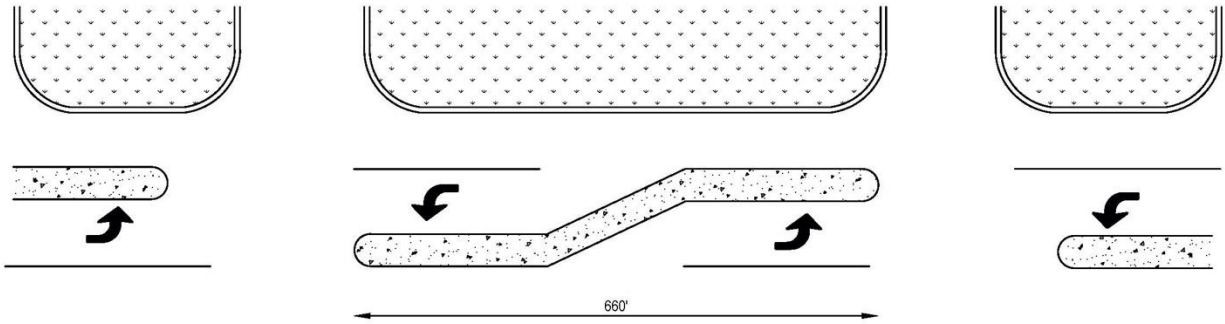


SINGLE LEFT TURN LANES

(FULL MEDIAN OPENING)

4

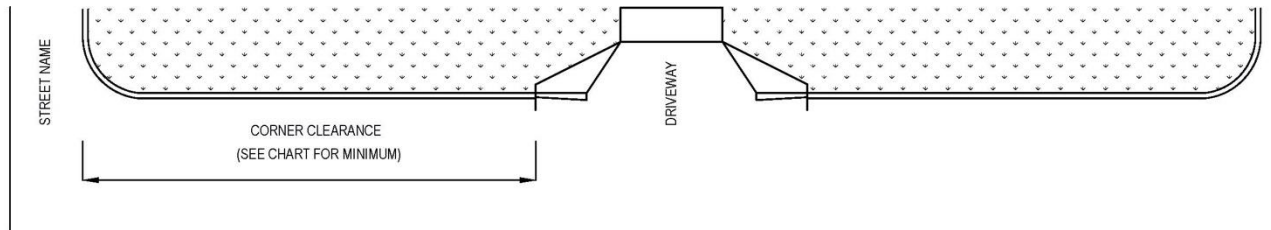
N.T.S.



**DISTANCE BETWEEN DUAL LEFT TURN LANES
AND FIRST MEDIAN OPENING**

5

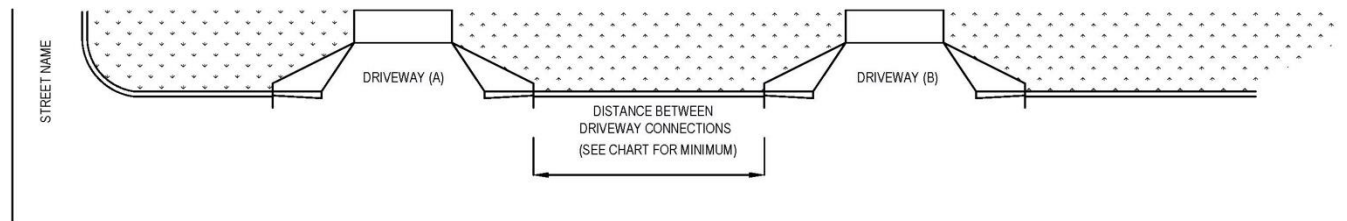
N.T.S.



6

CORNER CLEARANCE

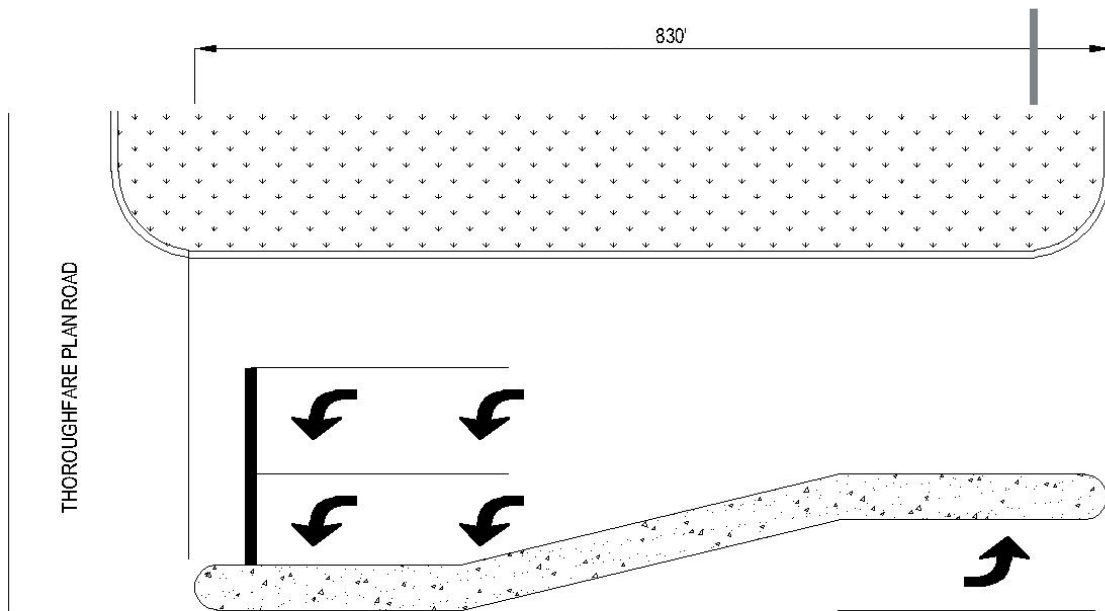
N.T.S.



7

DRIVEWAY DISTANCE

N.T.S.



8 **THOROUGHFARE RD**
N.T.S.

- (m) **Bridges and culverts.** Bridges or culverts shall be provided as necessary to facilitate the proposed vehicle and pedestrian system. The bridge or culvert requirement is subject to approval by the agency having jurisdiction over the facility being crossed. Bridges shall be designed in general accord with the current Department of Transportation practices and shall include planning for utility installation. They shall be reinforced concrete, unless other low maintenance materials are approved by the City or SID Engineer, as applicable. Bridges shall have a clear roadway width between curbs two (2) feet in excess of the pavement width in each direction, and shall have sidewalks four (4) feet wide on each side. All bridge structures shall be designed for H-20-S-16-44 loading, incorporating adequate corrosion protection for all metal work and erosion protection for associated shorelines and embankments.
- (n) **Road markers.** Road markers shall be provided at each intersection in the type, size and location required by the City and SID Standards. Road name signs shall carry the road name shown on the recorded plat and shall be in compliance with the City and SID standards.

- (o) **Traffic control devices.** The applicant shall install traffic control devices and, where warranted traffic signals on roads within and impacting the subdivision. A traffic impact analysis meeting the approval of the City Engineer shall be used to assist in establishing the need for such signals.
1. Pavement markings and/or lane delineators. Pavement markings and/or lane delineators meeting the requirements of the City or Palm Beach County, as appropriate, shall be installed on all arterial and collector roads. Pavement markings and/or delineators may be required on other roads such as project entrances and parking lots in accordance with Manual for Uniform Traffic Control Devices.
 2. Design. The design of traffic control devices shall be in accordance with the Manual for Uniform Traffic Control Devices and applicable City, SID and Palm Beach County Standards.
- (p) **Pavement widths.** Pavement widths for roads shall be in accordance with Table 5-3.
- (q) **Block Length; Crosswalks.** When the block length exceeds nine hundred (900) feet, crosswalks between streets may be required where deemed essential by the City Engineer to provide convenient pedestrian circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities.
- (r) **Dead End Streets.** All dead end streets within the City and SID shall be designed and constructed to end in a cul-de-sac. The City Engineer and SID may approve an alternate turn around through the Planning and Zoning Director process. Cul-de-sacs or other approved means of termini must be designated and constructed to meet the standards of the City, SID and the Palm Beach County Fire Code. Dead-end streets shall not exceed nine hundred (900) feet in length, or one thousand two hundred fifty (1,250) feet in length with a mid-block pedestrian pass through. The dead-end length shall be measured from the dead-end to the centerline of the roadway of the nearest intersection.
- (s) **Materials and construction.** Pavement construction shall consist of, at a minimum, a subgrade, base and wearing surface. All materials and construction shall be in accordance with the current City and SID standards.
- (t) **Shoulders.** All unpaved shoulders shall be constructed and grassed in accordance with the City and SID standards. Grassing, with seed and mulch or with solid sod, as required, shall be completed prior to

acknowledgement of completion of the required improvements by the City Engineer and SID. No time extensions to any contract for the construction of required improvement will be granted on the basis of incomplete shoulder treatment.

- (u) **Road grades.** The longitudinal grade of road pavement shall be parallel to the design invert slope of the adjacent roadside drainage swale or gutter. Minimum longitudinal and transverse grades shall be in accordance with FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. Road grades shall be shown on the construction plans by indicating the direction and percent of slope. The horizontal distance along the centerline between, and pavement elevation at all points of vertical intersection shall also be shown.
- (v) **Non-conforming roads.** Roads which do not meet the design and constructions standards of this chapter and the City and SID Standards shall not be permitted, except where satisfactory assurance for dedication of the remaining part of the road (or reconstruction of the road in accordance with current standards) is provided. Whenever a tract to be subdivided abuts an existing partial road, the other part of the road may be required to be dedicated and constructed within such tract. A proposed subdivision that includes an existing road which does not conform to the minimum road width requirements of these regulations shall provide for the dedication of additional land for such road along either one (1) or both sides of said road so that the minimum cross-section dimension requirements of these regulations can be met. The City shall not accept non-conforming roads for ownership or maintenance through the procedures established by this chapter.
- (w) **Limited access easements.** Limited access easements may be required along all collector roads and all major roads in order to control access to such roads from abutting property. Easements for controlling access to local and residential access roads may be required by the City Engineer and SID in order to ensure continued control of access to such roads from abutting property. All limited access easements shall be conveyed or dedicated to the City and SID, as applicable.
- (x) **Road names.** Proposed roads which are in alignment with existing named roads should bear the name of the existing road. All road names shall have a “suffix” and in no case, except as indicated in the preceding sentence, should the name of the proposed road duplicate or be phonetically similar to existing road names. All proposed road names shall be submitted to the City for approval prior to submittal of the plat.

- (y) **Alignment, tangent, deflection, radii.** Roads shall be laid out to intersect as nearly as possible at right angles. Multiple intersections involving the junction of more than two (2) roads shall be prohibited. Reverse curves shall be prohibited. Reversals in alignment shall be connected by a straight tangent segment at least fifty (50) feet in length. All intersections shall be designed to provide at least the minimum stopping and turning sight distances, in accordance with criteria prescribed in the most recent edition of the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. When the centerline of a local road deflects by more than ten (10) degrees, it shall be curved with a radius adequate to assure safe sight distance consistent with the Florida Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the “Florida Greenbook”) standards and driver comfort. Road pavement return radii shall be a minimum of thirty (30) feet.
- (z) **Road lighting.** If road lighting is installed within a residential parcel it shall be maintained by a property owners' association and said association should not be created exclusively for the purpose of maintaining road lighting. SID road lights shall be placed outside of any applicable clear zone right-of-way setback and shall be placed between the curb and the sidewalk, unless an alternative placement is approved by the City and SID engineers. Road lighting shall be wired for underground service.
- (aa) **Median strips.** Median strips which are part of a public road may not be utilized for any purpose other than by the City, SID or public utility. However, an applicant or property owner may install landscaping and signage in a median strip or within shoulders in accordance with Chapter 4 and Chapter 6 of these LDRs, and in accordance with permitting requirements as established by the City Engineer and SID pursuant or other applicable standards or requirements.
- (bb) **Subdivision entranceways.** Subdivision entranceways consisting of walls, fences, gates, rock piles or other entrance features within the public median strip must meet the clear zone requirements of the Florida Department of Transportation. Decorative entranceways must be constructed upon land adjacent to a public road in compliance with applicable City and SID standards and placed so as not to constitute a traffic hazard.

Table 5-3 Minimum Design Standards for Local Roads

Type of Road	Road (ROW) Width	Travel Lanes		Curb & Gutter	Parking Lane	Bicycle Lane	Sidewalk/ Pathway	Utility Easement	Tree Lawn
		No.	Width						
Local Road	44 ft	2	11 ft	2 ft.	8 ft. (One side)	No	8 ft.	No	5 ft
Local Commercial Road	50	2	11ft	2 ft	8 ft (optional)	No	8 ft.	10'	5 ft
Collector: Without on- road parking	60 ft.	2	11 ft.	2 ft.	Optional	5 ft.(both sides)	8 ft.	10 ft.	5 ft
Collector: with on-road parking	70 ft.	2	11 ft.	2 ft.	8 ft.	5 ft. (both sides) (5)	8 ft.	10 ft.	5 ft
Local Residential Road	44 ft.	2	10 ft.	2 ft.	8 ft (optional)	No	5 ft.	10 ft.	5 ft

- Notes:**
1. Parking lane dimensions include the curb and gutter dimensions.
 2. Easements may be located inside or outside of the right-of-way.
 3. The requirement for a sidewalk on one side of the road may be waived in specific cases where pedestrian access is not required based on building locations and other utilitarian purposes, subject to review and approval by the City Engineer.
 4. The typical cross-sections shall be included within the Design Standards for each pod and submitted to the City as part of the development review process.
 5. Tree lawns may be incorporated into hardscape features such as sidewalk or outdoor seating areas with the use of tree grates or other similar amenities. The area of the tree lawn shall be in addition to the minimum sidewalk width. Tree lawns may not overlap utility easements.
 6. Sidewalks shall provide a minimum of 5' clearance.

- (cc) **Guardhouses.** A gated access, located so as not to create a traffic hazard, may be constructed in the median of an entrance to a subdivision having only private roads. The minimum setback to a gated access shall be one hundred fifty (150) feet, measured from the edge of pavement, unless waived by the City Engineer. Two (2) lanes shall be required on each side of the median in the area of the gated entrance. However, the number of lanes and required stacking may differ if determined by the City Engineer to be adequate based on a traffic study submitted by applicant.
- (2) *Pedestrian circulation system*
- (a) **Requirement for sidewalks and shared use paths.** Except as provided in this section, sidewalks or shared use paths shall be constructed on all roads. Required sidewalks shall be constructed by the applicant. For roads abutting residential parcels, applicant may construct required sidewalks and shared use paths concurrent with construction of residential parcels abutting local roads, or concurrent with construction of the local road.
- (b) **Maintenance responsibility of sidewalks and paths.** The control, jurisdiction and maintenance obligation of paths not located wholly within a road and of sidewalks within private roads shall be placed with a property owners association, the City or SID, as applicable. Where such control and maintenance obligation is to be placed with the City or SID, the City or SID shall expressly accept said obligation upon the plat or by a separate instrument filed in the Public Records.
- (3) *Reduction of road width.* When pedestrian circulation is to be accomplished solely by paths constructed outside the roads, the City Engineer may approve a concurrent request by the applicant to reduce required local road widths if such reduction would neither reduce the vehicular carrying capacity and safety of the roads nor compromise the safety of pedestrians.
- (4) *Crosswalks.* When the block length exceeds nine hundred (900) feet on a local road, crosswalks between roads may be required where deemed essential by the City Engineer to provide convenient pedestrian circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities.

(E) **Clearing, Earthwork, and Grading**

- (1) *Minimum required improvement.* The Applicant shall be required to clear all rights-of-way and to make all grades for roads, parking tracts, lots, and other areas proposed to be developed, compatible with on-site tertiary drainage patterns established by the approved drainage design.
- (2) *Unsuitable materials.* The Applicant shall remove and replace unsuitable materials. Replacement of unsuitable materials within roads and proposed public areas shall be satisfactory to and meet with the approval of the City Engineer and SID, who shall require such soil tests of the backfill and the underlying strata at the cost of the applicant as may be deemed necessary to ascertain the extent of required removal, suitability of replacement material, and acceptability of the proposed method of placement.

(F) **Stormwater Management.**

- (1) The entirety of the City is located within SID. SID owns and operates the stormwater management system for the City, pursuant to permit from South Florida Water Management District. SID owns and operates the primary and secondary water management system, and holds easements for access to all tertiary water management systems in the City. No construction or alteration of any stormwater management system in the City, or connection to or impact upon the works of SID, may be made without a permit from SID, and a permit modification from SFWMD, if necessary. The following shall be the minimum required improvements for all developments to implement the level of service under the Drainage and Capital Improvements Elements of the Comprehensive Plan, subject to the master drainage permits and SID's standards. The City and SID shall be co-permittees on any application to participate in Palm Beach County's Municipal Separate Storm Sewer System National Pollution Discharge Elimination System permit.
- (2) General Requirements: Each new development is required to:
 - (a) Design and Installation. Include a stormwater management system designed and installed according to applicable regulations of the SFWMD and SID.
 - (b) A means to convey all stormwater discharge from the development site to at least one (1) point of legal positive outfall into the SID system shall be provided as an integral part of the required stormwater management system, including construction of all necessary conveyance facilities and establishment of appropriate easements.

- (c) The Stormwater Management standards adopted by SID are hereby incorporated as if fully set forth herein.
 - (d) A certification from SID that all stormwater management criteria have been met shall be sufficient to demonstrate compliance with the requirements of this section.
- (3) **Drainage and Maintenance Access Rights.** Drainage and maintenance access rights shall be in accordance with SID and SFWMD requirements.
- (4) **Certificate of Compliance for Parcels.** When the finished grading is to be completed in conjunction with building construction, prior to issuance of the Certificate of Occupancy the applicant shall submit to the City Engineer and SID a Certificate of Compliance from a Florida registered professional surveyor, engineer, or landscape architect. Such statement shall be in a form approved by the Building Department and shall state that grading was done in accordance with the approved grading plan.
- (5) **Enforcement; appeals.**
- (a) The City and SID are authorized to inspect construction sites for compliance with the requirements of this section. The City and SID may post a stop-work order for a building permit if any land disturbing construction activities or land development activities regulated under this section are being undertaken in violation of this section. The City and SID may post a stop-work order if any land disturbing construction activities or land development activities regulated under this section are being undertaken for violations of this section occurring in the right-of-way or related to the stormwater pollution prevention plan and erosion control measures.
 - (b) Stop-work order retraction. The City or SID who issued a stop-work order may retract that stop-work order once the violation of this section is cured.
 - (c) Notice of intent. Not less than ten days after the posting a stop-work order as provided above, the City or SID may issue a written notice to the permittee or property owner of the City or SID's intent to perform work necessary to cure existing violations and comply with this section. Said notice shall be sent certified and regular mail. If, after 14 days from issuance of the notice of intent, the site is not in compliance with the requirements of this section, the City or SID may enter the site and commence all work necessary to comply with this section. The City's or SID's costs for

the work performed by the City or SID shall be subtracted from the deposit or bond posted and any additional costs shall be billed to the permittee or the landowner. In the event a permittee or property owner fails to pay the amount due to fully reimburse the City or SID, the city shall file a lien against the property for all unreimbursed costs, plus interest and administrative expenses, and may take all available actions to collect the sums due.

- (d) Compliance with the provisions of this section may also be enforced in accordance with F.S. Ch. 162, or by injunction, uniform citation procedure, code enforcement procedure, fine, lien forfeiture or any other appropriate and available remedy.
- (e) Decisions of the City regarding erosion control measures or stormwater pollution prevention plan may be appealed to the City Council, in addition to applicable SID processes.

(G) **Wastewater Systems.**

- (1) **Central System Design.** The development of new wastewater facilities and mains in the subdivision and the expansion of existing wastewater systems shall be designed by the applicant's engineer in accordance with all applicable state and local criteria.
- (2) **Individual System.** When a public wastewater collection system is accessible, the applicant shall install adequate collection facilities, subject to the specifications of SID and the Palm Beach County Health Department. Extension of the collection system and connection to the public wastewater treatment system shall be consistent with standards of the Palm Beach County Health Department or SID, as may be applicable.

(H) **Wastewater Reuse.** Irrigation of landscaped areas in a subdivision shall be accomplished through use of the SID reclaimed water system.

(I) **Potable Water Systems.**

- (1) *General requirements.*
 - (a) The applicant shall install adequate water supply facilities, including fire hydrants, subject to the specifications of SID and the Palm Beach County Health Department. Extension of the main and connection to the public water system shall be required consistent with standards of the Palm Beach County Health Department or SID, as may be applicable.

- (b) The location of all fire hydrants and all water supply improvements shall be shown on the utilities construction plans.
- (c) The cost of installing fire hydrants and water supply improvements shall be borne by the applicant. The estimated costs of installation shall be included in the surety to be furnished by the applicant.
- (d) The water supply system of the subdivision shall be designed and constructed to satisfy both the domestic potable requirements and the fire protection requirements in effect at the time of subdivision plan or plat review.
- (e) Fire Hydrants located within single-family and duplex or two-family residential subdivisions shall be connected to water mains at least eight inches in diameter. Connection to dead-end stubs may be acceptable, providing the required fire flow can be achieved.
- (f) Spacing. Hydrants located in commercial, multifamily, industrial, or other nonresidential areas shall be spaced no further than 300 feet apart as measured along the roadway. The hydrant shall connect to water mains of adequate size, as determined by the city engineer, to meet the design flow demand.

(J) **Fire Rescue Services.**

- (1) Required improvement. Fire hydrants shall be provided where central water systems are provided. Fire hydrants shall be provided in the manner prescribed in this section.
- (2) Single family developments of less than five units per acre. Fire hydrants shall be spaced no greater than six hundred (600) feet apart and not more than three hundred (300) feet to the center of any parcel in the subdivision and shall be connected to mains no less than six (6) inches in diameter. The system shall provide capability for fire flow of at least seven hundred (700) gallons per minute in addition to a maximum day requirement at pressures of not less than twenty (20) pounds per square inch. The system shall have the capability of sufficient storage or emergency pumping facilities to such an extent that the minimum fire flow will be maintained for at least four (4) hours or the current recommendations of the insurance services office, whichever is greater.
- (3) Multiple family developments of over five dwelling units per acre, commercial, institutional, industrial or other high daytime or nighttime

population density developments. In these areas fire hydrants shall be spaced no greater than five hundred (500) feet apart and the remotest part of any structure shall not be more than three hundred (300) feet from the hydrant and shall be connected to mains no less than six (6) inches in diameter. Fire flow shall be provided at flows not less than one thousand two hundred (1,200) gallons per minute in addition to a maximum day requirement at pressures of not less than thirty (30) pounds per square inch.

(K) **Lighting**

- (1) Street lighting may be designed in accordance with FPL, FDOT, or IESNA-recommended practices.
- (2) Residential Developments. The applicant, its successors and assigns shall be responsible for providing street lighting as part of any development or subdivision infrastructure. Residential developments shall have, at minimum, light poles approximately every 150 feet on center, staggered. Each fixture shall have a minimum of 5962 lumens, as evidenced by the spec sheet for each pole and bulb.
 - (a) House shields, or equivalent, shall be required for all fixtures located within 25 feet of a residential lot.
 - (b) Light fixtures shall not exceed 25 feet in height in vehicle-use areas or 12 feet in height in pedestrian areas.
- (3) Non-Residential Developments. This paragraph does not apply to residential developments.
 - (a) **Purpose and Intent.** It is the intent of this paragraph to preserve, protect, and enhance the lawful nighttime use and enjoyment of any and all non-residential property through the use of appropriate lighting practices and systems. Such individual fixtures, luminaries and lighting systems are designed, constructed, and installed to: control glare and light trespass, minimize obtrusive light, eliminate the increase of lighting levels on competing sites, provide safe roadways for motorists, cyclists and pedestrians, conserve energy and resources while maintaining safety, security and productivity, and curtail the degradation of the nighttime visual environment.
 - (b) **Applicability.** All non-residential outdoor lighting shall be subject to the requirements of this paragraph, including Table 5-4, Illumination Levels, and Table 5-5, Maximum Permitted

Luminaire Height, unless exempted or permitted to deviate as described herein. Lighting not specifically listed may be classified by the Planning and Zoning Director pursuant to Chapter 2 of these LDRs.

- (i) Conflict. In the case of a conflict between this Section other provisions of this Code, or other applicable codes or standards, the more strict regulation shall apply.
- (ii) Non-conforming Lighting. All luminaries in that do not comply with the standards of this Section shall be subject to the same limitations on expansion, maintenance, relocation, damage repair and renovations as other non-conforming uses, pursuant to requirements for non-conforming uses.
- (iii) Exemptions. The following uses shall be exempt to the extent listed below:
 - 1. Temporary Lighting. The temporary use of low wattage or low voltage lighting for public festivals, celebrations, and the observance of holidays are exempt from regulation except where they create a hazard or nuisance from glare.
 - 2. Landscape and Accent Lighting. Landscape and Accent Lighting fixtures that comply with the Florida Building Code, Chapter 13 Section 13-415.1ABC.2.1 efficiency requirements shall be exempt. All exempt Landscape and Accent Lighting fixtures must have a locking mechanism and a glare shield so that light is aimed, and remains aimed at the surface intended.
- (iv) Prohibited Outdoor Lighting. The following types of outdoor lighting are prohibited:
 - 1. Any light that creates glare observable within the normal range of vision onto a street or creates a safety hazard;
 - 2. Any light that resembles an authorized traffic sign, signal, or device, or that interferes with, misleads, or confuses vehicular traffic as determined by the Zoning Director or City Engineer;

3. Beacon or searchlights, except for temporary grand openings and special events, as limited by State of Florida or Federal law;
 4. Any drop lens fixture or fixture that does not meet the IESNA Full-Cutoff classification of 0% of lumens above 90 degrees from nadir. This includes, but is not limited to, parking lot fixtures, building façade fixtures, and other non-landscape lighting fixtures.
 5. Animated lighting.
- (v) Deviations. Lighting may vary from this Section to the extent necessary to comply with the following:
1. Section 655.962, Florida Statutes, related to ATM lighting;
 2. Section 812.173, Florida Statutes related to parking lots for convenience businesses;
 3. Lighting on Public Schools required by FBC Chapter 423, and the SDPBC Electrical Design Criteria;
 4. Airport Lighting regulated by State or Federal law;
 5. Lighting for obstructions to air navigation as provide U.S. Department of Transportation, Federal Aviation Administration Advisory Circular 70/7460-1K;
 6. Lights required on vehicles under state uniform traffic control statutes or for vessels under vessel safety statutes under Chapters 316 and 327, Florida Statutes;
 7. Lighting for public health required by Chapter 381, Florida Statutes;
 8. Electrical code statute requirements under state building code;
 9. Section 553.963, Florida Statutes and Section 553.904, Florida Statutes, Efficiency and Energy Conservation Statutes under Building Code Standards;
 10. Lighting for communication towers;

11. Other federal, state and local laws and regulations that may apply.

- (c) **Non-Residential Photometric Lighting Plan Submittal Requirements.** All non-residential land development permit applications that include the use of external luminaries, or luminaries visible from the exterior of a structure shall include an outdoor lighting plan and an outdoor security lighting plan showing location, type, and height of all luminaries, and photometrics in foot-candle output of all proposed and existing luminaries on-site. On-site lighting to be included in the calculations shall include, but is not limited to, lighting for parking lot, canopies, recessed lighting along the building and/or overhang. Each plan shall include any calculations or modifications required to comply with items listed as Deviations in subparagraph 5.7(2)(K)(3)(b)(v). The photometric plans shall include the following:
- (i) A table showing the average, minimum, and maximum foot-candles, average to minimum ratio, and maximum to minimum ratio on the site, and maximum luminaire heights. Maximum photometric calculation grid shall not exceed ten feet.
 - (ii) Manufacturer's catalog cuts that provide a description of the luminaries, including wattage, lumen output, glare reduction/control devices, lamps, on-off cycle control devices and mounting devices.
 - (iii) All photometric plans must be signed and sealed by a licensed engineer, architect or Landscape Architect.
 - (iv) A Certificate of Compliance signed and sealed by a licensed engineer, architect or Landscape Architect, must be submitted prior to the issuance of a Certificate of Occupancy.
 - (v) The photometric plan shall not include time averaging or other alternative methods of measurement. A Light Loss Factor (LLF) shall be used for the calculations in a photometric plan. The values of the LLF shall be a maximum value of 0.72 for Metal Halide, 0.81 for High Pressure Sodium and 0.95 for LED, based on manufacturers' initial lamp lumens.

- (d) **Standards.** The following standards apply.
- (i) **Confinement.** All outdoor lighting shall utilize full cutoff luminaries per the Illuminating Engineering Society of North America (IESNA) definition of full cutoff which allows for 0% of lumens above 90 degrees from nadir. No luminaries other than landscape lighting exempted per E.2.c.4, shall be directed upwards to avoid urban sky glow. In the U/S Tier, accent and landscape luminaries not exceeding 100 watts.
 - (ii) **Light Trespass.** The maximum illumination at the property line of an adjoining residential parcel or public ROW is 0.33 horizontal and vertical foot-candles measured at six feet above grade level. Said illumination likewise measured at the property line of an adjoining non-residential parcel, shall not exceed 3.0 horizontal and vertical foot-candles measured at six feet above grade level.
- (e) **Security Lighting and Time Restrictions.**
- (i) Full cutoff luminaires shall be used for all security lighting and dusk-to-dawn area lighting.
 - (ii) Outdoor illumination, including but not limited to, areas used for outdoor sales and display, eating, parking, assembly, service, storage of equipment and freight, loading and unloading, repair, maintenance, commercial activities, and industrial activities shall not continue after 11:00 P.M., or no more than one hour after active use of the area ceases, whichever is later, except for security lighting.
 - (iii) Security lighting shall be required for all active entrances to buildings, parking lots and access to buildings or parking lots. All security lighting shall maintain an average of 0.75fc, a minimum of 0.3fc and a maximum of 3fc from dusk until dawn.
 - (iv) No outdoor recreational facility shall be illuminated after 11:00 P.M. except to conclude a scheduled and sanctioned recreational or sporting event by PBC or other authorized agency in progress prior to 11:00 P.M. The luminaries shall be extinguished after outdoor

recreational events are completed and the site has been vacated.

1. Exceptions:

- a. Public recreational facilities such as boat ramps, fishing piers, or other similar facilities that operate or are open to the public on a 24 hour basis.
- (v) Automatic timing devices with a photosensor or an astronomical timeclock, which control the hours of illumination shall be required for all parking lots, car dealerships/outdoor display lots and parking garages. These devices may remain on Eastern Standard Time throughout the year.
- (f) **Illumination Levels.** Table 5.E.4.D, Illumination Levels, indicates the minimum and maximum illumination levels for specific site elements, as well as the maximum to minimum, and average to minimum ratios.

Table 5-4: Illumination Levels

Outdoor Lighting	Maximum Illumination ¹	Minimum Illumination ¹	Max to Min Ratio	Average Min Ratio to
Buildings and Accessory Structures				
Pathway Lighting ²	5.0 (5)	-	-	-
Canopies, Drive-thru and Overhangs	30.0	3.0	10:1	2.5:1
Parking Lots				
Multi-family Residential	3.0	0.3	10:1	-
All Others	12.0	1.0	12:1	3:1
Parking Structures				
Parking Area	10.0	1.0	10:1	4:1
Ramps – Day	20.0	2.0	10:1	-
Ramps – Night	10.0	1.0	10:1	-
Entrance Area – Day	50.0	5.0	10:1	-

Entrance Area – Night	10.0	1.0	10:1	-
Stairways	-	10.0	-	-
Property Boundary	Refer to Light Trespass			
Roads				
Non-residential/Mixed-Use	Per IESNA Lighting Handbook or Public Utility			
Specialty Lighting³				
Golf Courses	Per IESNA Lighting Handbook			
Outdoor Entertainment				
Parks				
Other Lighting Types				
Outdoor Display and Storage for vehicle sales and rental.	15 ⁴	1.0	15:1	4:1
Other Outdoor Display and Storage Areas.	20	1.0	15:1	4:1
Outdoor Work Areas	20	1.0	15:1	4:1
Notes:				
<ol style="list-style-type: none"> 1. Measured in foot-candles. 2. Building or accessory mounted luminaires used to light parking lots shall comply with Parking Lot illumination levels. 3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting. 4. May be increased to 20 foot-candles for the first row of display parking located adjacent, but not more than 100' from a ROW. 				

- (g) **Luminaire Heights.** Table 5-5, Maximum Permitted Luminaire Height, identifies the maximum height for any freestanding or structure mounted luminaires.

Table 5-5: Maximum Permitted Luminaire Height

Location	Maximum Height
Buildings and Accessory Structures	
Buildings	25 feet or eave overhang, whichever is lower (unless required by the Florida Building Code)
Accessory Structures	10 feet
Parking Lot	
Residential ¹	20 feet
Industrial	40 feet
Commercial, Civic and Institutional	30 feet, or equal to the height of the building up to a maximum of 40 feet
Parking Structures	
Luminaires on top parking level.	20 feet or 25 feet ²
Luminaires within 100 feet of residential ³	20 feet
Roads	
Non-residential/Mixed-Use	18 feet
Specialty Lighting⁴	
Golf Courses	Per IESNA Lighting Handbook
Outdoor Entertainment	
Parks	
Notes:	
<ol style="list-style-type: none"> 1. For the purposes of this table, residential parcel shall include any residential use, or any vacant parcel with a residential FLU designation. 2. Minimum setback shall be 45 feet from exterior edge of wall for all luminaries, except luminaries mounted to interior face of perimeter wall, which do not exceed the height of the perimeter wall. 3. The height of any lighting luminaire within 100 feet of a parcel with a residential use or FLU designation shall be limited in accordance with the height limitations for Property Boundary, Residential. 4. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting. 	

(h) **Measurement.**

- (i) Illumination levels shall be measured in foot-candles with a direct-reading, calibrated, portable light meter. The light meter shall be placed not more than six inches above grade level.
- (ii) For the purpose of measuring light trespass, the light meter shall be placed at the property line of the subject parcel six feet above the grade level.

(i) **Street Lighting.**

- (i) Street lights shall be provided along all streets 50-feet in width or greater. The light fixture shall be designed to direct light away from residences and onto the sidewalk and street.
- (ii) Decorative street lights shall be provided along the entrance for any PUD development.
- (iii) When street lighting is installed on a private street it shall be maintained by a POA.
- (iv) Street lights shall be wired for underground service.

Section 3: *Construction of Required Improvements.*

(A) **Applicant's duty.** Upon issuance of the Site Development Permit, the applicant shall coordinate the construction with SID.

(B) **Time of completion of required improvements.**

- (1) Time of completion. The time of completion of all required improvements shall not exceed twenty-four (24) months from the date of issuance of the Site Development Permit unless an extension is granted pursuant to this section.
- (2) Time extension. A one-year time extension may be granted by the City Engineer and SID after review of the written application for extension of the applicant. The applicant should submit the application for extension, including but not limited to a statement of justification and proof that an acceptable guarantee will remain in place for the duration of the extension, not less than two (2) months prior to expiration of the Land Development Permit. Applications submitted after expiration of the Land Development Permit shall not be accepted. The City Engineer and SID shall review and advise the applicant in writing of his decision within one (1) month of receipt of the application.

(C) **Administration of construction.**

- (1) Construction standards. Construction standards shall be those prescribed in the City and SID Standards.
- (2) Inspections, reports, and stop work orders. The City Engineer and SID shall be notified in advance of the date of commencement of construction pursuant to the Site Development Permit, and of such points during the progress of construction for which joint review by the City Engineer or SID and applicant's engineer are required, as applicable.
 - (a) Construction of the required improvements shall be performed under the surveillance of, and shall at all times be subject to, review by SID or the City, as applicable; however, this in no way shall relieve the applicant of the responsibility for ensuring close field coordination and final compliance with the approved plans, specifications and the requirements of this ordinance.
 - (b) The applicant shall require progress reports of the construction of the required improvements from the applicant's engineer. The applicant's engineer may also be required to submit construction progress reports directly to and at points of progress prescribed by SID or the City, as applicable. The applicant's engineer shall coordinate joint reviews of the construction with SID or the City as applicable at points specified by SID or the City.
 - (c) The City Engineer and SID shall have the right to enter upon the property for the purpose of reviewing the construction of required improvements during the progress of such construction. The City Engineer and SID shall have the authority to stop the work upon failure of the applicant or his engineer to coordinate the construction of the required improvements as required by this subsection.
- (3) Measurements and tests. During construction, the applicant shall make or cause to be made such measurements, field tests, and laboratory tests necessary to certify that the work and materials conform to the approved development plans and the provisions of this chapter. The City Engineer and SID may require, at their discretion, specific types and locations of tests and measurements which they deem necessary to demonstrate conformance with approved plans and specifications.
- (4) Engineer's certificate of completion. The required improvements shall not be considered complete until a certificate of completion, certifying to construction in conformance with the approved plans, and the final

project records have been submitted to, reviewed, and approved by the City Engineer and SID. For purposes of this Chapter, for any SID-Authorized Facilities, where engineer's certification of the completion or compliance of improvements is allowed or required, the City shall rely upon a statement from the SID engineer that the improvements have been completed as required. The certificate shall be signed and sealed by the applicant's engineer and shall be in a form established by the City Engineer and SID. Said certificate shall make specific reference to, and be accompanied by copies of measurements, tests and reports made on the work and materials during the progress of construction, along with a Record Drawing copy of each of the construction plans in the format prescribed by SID showing the original design in comparison to the actual finished work with all material deviations noted thereon.

(D) Acknowledgment of completion and maintenance of required improvements.

- (1) Applicant's assignment of warranty on workmanship and material. The applicant shall execute and submit an assignment of warranty guaranteeing the required improvements against defect in workmanship and material for a period of one (1) year after acknowledgment of completion pursuant to this section. The warranty shall be assigned to the entity that will own or is responsible for maintenance of the required improvement. Said assignment of warranty shall be submitted to the City Engineer and SID along with the completion certificate and project records. The assignment of warranty shall be in a form approved by the City and SID Attorney.
- (2) Acceptance of dedications and maintenance of improvements. Acceptance of dedications and maintenance responsibility for improvements within areas dedicated to the City and/or SID shall be made as follows.
 - (a) The recordation of a plat, subsequent to the City Engineer and SID's approval of said plat for recordation, shall constitute acceptance by the Council and/or SID of any and all dedications to the City as stated and shown on the plat.
 - (b) For those dedications to the City of real property, including rights-of-way, parks, and other tracts, an executed deed transferring title to such lands, plus such documentation of title and absence of encumbrances as required pursuant to City policy for acceptance of deeds, shall be submitted to the City at the time of submittal of the applicable plat for recordation. Said deed(s) shall

be on a form approved by the City Attorney, and shall be recorded by the City subsequent to recordation of the applicable plat.

- (c) Responsibility for maintaining the required improvements shall attach to the City and/or SID at the time the City or SID, whichever shall own the required improvements, issues a statement acknowledging completion of the required improvements and the applicable plat is recorded. At such time, the City or SID, whichever shall own the required improvements, shall issue a written statement acknowledging such maintenance responsibility. Applicant's failure to complete improvements in unrecorded subdivisions. Where an applicant has elected to install the required improvements prior to recordation of the plat and fails to complete such improvements within the time limits described in this Chapter, all previous approvals applicable to the proposed subdivision shall be deemed void.

- (E) **Construction and landscaping in water management tracts; prohibition.** The placement or construction of trees, shrubs, or structures within any water management tract, open water body, conveyance, easement, or berm adjacent thereto is hereby prohibited, unless expressly permitted by SID at its sole discretion.

ARTICLE 5.8 Environmental considerations. In the interest of the preservation of existing trees and other natural features at the applicant's request, or as required by other regulations, the City Engineer and SID may vary the design and construction requirements upon presentation by the applicant of substantial evidence that environmental conditions will be enhanced, that proper performance of the approved stormwater management system will not be impaired, and that safety, stability, and design life of structural improvements will not be compromised.

File Attachments for Item:

E. FIRST READING: Amending Ordinance 2019-12 and Chapter 1 of the City's Code of Ordinances by Clarifying the Duties, Responsibilities, and Composition of the planning and Zoning Board

Submitted By: Interim City Attorney

ORDINANCE 2021-05

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE NO. 2019-12, ADOPTED OCTOBER 28, 2019; AMENDING CHAPTER 1 OF THE CITY'S CODE OF ORDINANCES BY CLARIFYING THE DUTIES, RESPONSIBILITIES AND COMPOSITION OF THE PLANNING AND ZONING BOARD; REPEALING ORDINANCE NO. 2016-3; REPEALING ORDINANCE NO. 2020-09, ADOPTED SEPTEMBER 14, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		June 14, 2021	Submitted By: Interim City Attorney	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		AMENDING ORDINANCE NO. 2019-12 AND CHAPTER 1 OF THE CITY'S CODE OF ORDINANCES BY CLARIFYING THE DUTIES, RESPONSIBILITIES AND COMPOSITION OF THE PLANNING AND ZONING BOARD.		
STAFF RECOMMENDATION: (MOTION READY)		Adopt the ordinance on first reading.		
SUMMARY and/or JUSTIFICATION:		<p>The proposed ordinance clarifies the duties and responsibilities of the Planning and Zoning Board (the "Board"), and confirms the Board as the final decision-making authority on variance applications.</p> <p>Ordinance No. 2016-03 established the Board as an advisory board to make recommendations to the City Council on land use and land development matters, including variance applications.</p> <p>Ordinance No. 2019-03 established comprehensive land development procedures for the City and authorized the Board to grant variances, subject to appeal to the City Council.</p> <p>The proposed ordinances consolidates the role and responsibility of the Board, repeals Ordinance No. 2016-03, and confirms the Board role and authority to consider and grant variance applications.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>				
SELECT, if applicable	RESOLUTION:		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>AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE NO. 2019-12, ADOPTED OCTOBER 28, 2019; AMENDING CHAPTER 1 OF THE CITY'S CODE OF ORDINANCES BY CLARIFYING THE DUTIES, RESPONSIBILITIES AND COMPOSITION OF THE PLANNING AND ZONING BOARD; REPEALING ORDINANCE NO. 2016-3; REPEALING ORDINANCE NO. 2020-09, ADOPTED SEPTEMBER 14, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.</p>	
<p>FISCAL IMPACT <i>(if any):</i></p>		<p>\$</p>

ORDINANCE 2021-__

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING ORDINANCE NO. 2019-12, ADOPTED OCTOBER 28, 2019; AMENDING CHAPTER 1 OF THE CITY’S CODE OF ORDINANCES BY CLARIFYING THE DUTIES, RESPONSIBILITIES AND COMPOSITION OF THE PLANNING AND ZONING BOARD; REPEALING ORDINANCE NO. 2016-3; REPEALING ORDINANCE NO. 2020-09, ADOPTED SEPTEMBER 14, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Growth Policy Act under the Florida Statutes, Chapter 163, the City has the responsibility of planning for the future growth and development of the City of Westlake; and

WHEREAS, on _____, the City Council adopted Ordinance No. 2016-3, thereby establishing the Planning and Zoning Board (the “Board”) as an advisory board to the City Council and empowered the Board to make recommendations to the City Council on a number of land use and land development matters, including variance applications; and

WHEREAS, on October 28, 2019, the City Council adopted Ordinance No. 2019-12, thereby creating Chapter 1 of the City’s Code of Ordinances and establishing an administrative process for land development regulations for the City of Westlake, including the creation of a local planning agency and a Planning and Zoning Board; and

WHEREAS, on October 28, 2019, the City Council also adopted Ordinance No. 2019-13, thereby creating Chapter 2 of the City’s Code of Ordinances and further establishing comprehensive land development procedures for the City of Westlake; and

WHEREAS, on September 14, 2020, the City Council adopted Ordinance No. 2020-09, thereby amending Ordinance No. 2016-3 and adding to the composition of the Board and clarifying the quorum requirements for the Board; and

WHEREAS, Ordinance No. 2019-13 created Article 2.2, Section 2(B) of the City’s Code of Ordinances, establishing procedures for the consideration of variance applications, authorizing the Board to grant variances, and providing a right to appeal the denial of variances to the City Council; and

WHEREAS, the City Council seeks to consolidate the duties and responsibilities of the Board within Chapter 1 of the City’s Code of Ordinance and, in furtherance of this effort, seeks to repeal Ordinance No. 2016-3 and Ordinance No. 2020-09; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

WHEREAS, by adopting this ordinance and repealing the ordinances referenced herein, the City Council seeks to consolidate certain prior actions of the City Council and establish a more streamlined and simplified Chapter 1 of the City’s Code of Ordinances; and

WHEREAS, the City Council has held a public hearing in accordance with Section 166.041, F.S.; and

WHEREAS, the City Council finds that adopting this ordinance and establishing a more organized and simplified Chapter 1 of the City’s Code of Ordinances is in the best interests of the citizens and residents of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL 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. Code Reference: The City Council hereby amends Chapter 1 of the City’s Code of Ordinances, entitled “Administration,” established pursuant to the adoption of Ordinance No. 2019-12, dated October 28, 2019, as follows:

CHAPTER 1: ADMINISTRATION

...

ARTICLE 1.8 PLANNING AND ZONING BOARD.

Section 1: *Composition, Term and Organization.*

- (A) The Planning and Zoning Board shall be composed of the five members of the City Council for the City of Westlake, and an alternate member selected by the City Council. The City Council shall select a resident of the City of Westlake to serve as an alternate in the event a board member is unable to attend the Planning and Zoning Board meeting. There shall be one nonvoting member from the School Board of Palm Beach County.
- (B) Members of the Planning and Zoning Board shall serve for a term of four (4) years. Members of the Board shall be knowledgeable as to the functions of municipal government, planning and zoning matters and municipal development and may include professions associated with development including architects, planners, attorney, engineers and contractors.
- (C) The alternate member shall be allowed to participate and vote on matters which are before the board when any regular member of the Board is unable to attend a scheduled meeting.
- (D) Three members of the Planning and Zoning Board who are in attendance shall constitute a quorum for purpose of convening a meeting and conducting business

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Words in underlined type are additions.

for the City. A meeting of the Planning and Zoning Board shall not be called to order without a quorum consisting of at least three members, which may include the alternate as well as the City Attorney being present. When a quorum does not exist, the members present may convene for the purposes of continuing a public hearing, holding a workshop, or scheduling a special meeting.

- (E) The members of the Planning and Zoning Board shall serve without compensation but shall be reimbursed for any expenses authorized by the City of Westlake, which may be incurred in the performance of their duties.
- (F) During the initial meeting of the Planning and Zoning Board, the Board shall select a chair and a vice-chair to serve for the orderly conduct of the meeting. The chair and the vice chair shall serve for a one (1) year term. The chair and the vice-chair shall be selected at the first meeting in April of each year.

Section 2. *Business Meetings and Procedures*

- (A) The meetings shall be scheduled once per month at the direction of the City Manager. The City Manager may cancel the monthly meeting if there are no business matters pending for the meeting as scheduled. The City Manager may call a special meeting if necessary in the discretion of the City Manager to facilitate the growth and development that is in the best interest of the City. The Board may schedule additional meetings as deemed necessary to conduct the business of the City, training or workshop matters.
- (B) The meetings shall be held on the second Monday of each month, commencing at six (6) o'clock (6:00pm) and duly noticed by the City Clerk. The meetings shall be held at the Westlake Community Center, located at 4005 Seminole Pratt Whitney Road, or other locations as designated by the City Manager.
- (C) The meetings of the Planning and Zoning Board shall be public meetings, open to the public. The public is encouraged to participate and attend the meetings. There shall be an official agenda for each of the regular meetings of the Planning and Zoning Board. The City Manager shall prepare the agenda for each board meeting.
- (D) Decisions of the Board shall be by motion and a roll call vote of the members present. Minutes of the proceedings of all meetings shall be kept by the City Clerk.

Section 3. *Administrative Assistance*

- (A) The City Manager shall attend the Planning and Zoning Board meetings. The City Manager shall provide staff and clerical assistance for the Planning and Zoning Board members as may be required for the reasonable performance of their duties. This shall include a recording secretary to keep records of all proceedings.
- (B) The City Planner shall advise and assist the Planning and Zoning Board in all of its presentations, hearings, and deliberations on items which appear before the board for consideration.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
 Words in underlined type are additions.

- (C) The Board may request from the City Manager, the City Attorney or other City consultant(s) additional information for the proper evaluation of items which appear before the Board which will assist in the decision-making process.
- (D) The City Attorney shall provide legal representation to the Planning and Zoning Board at all meetings of the Board.

Section 4. *Powers and Duties*

- (A) **Conditional Uses.** The Planning and Zoning Board shall make recommendations to the City Council regarding conditional uses.
- (B) **Variances.** The Planning and Zoning Board shall make final determinations on applications for variances, which decisions are appealable to City Council.

Section 3. Repealer: That Ordinance No. 2016-3 is hereby repealed in its entirety. The City Council of the City of Westlake hereby further repeals Ordinance No. 2020-09, in its entirety.

Section 4. 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 5. 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 6. 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 7. Effective Date: This ordinance shall be effective upon adoption on second reading.

PASSED this ____ day of _____, 2021, on first reading.

PUBLISHED on this ____ day of _____, 2021 in the Palm Beach Post.

PASSED AND ADOPTED this ____ day of _____, 2021, on second reading.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

City of Westlake
Roger Manning, Mayor

ATTEST:

Zoie Burgess, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

OFFICE OF THE CITY ATTORNEY

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

File Attachments for Item:

A. A Resolution for the Pod H “Landings” Master Plan

Submitted By: Planning & Zoning

RESOLUTION 2021-08

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN AMENDMENT FOR WESTLAKE LANDINGS, CONTAINING A CONVENIENCE STORE WITH A GAS STATION ON PARCEL A1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A2; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B1; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B2; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C2; SELF SERVICE STORAGE ON PARCEL E; COMMERCIAL RECREATION ON PARCEL F AND OFFICE AND LIGHT INDUSTRIAL ON PARCEL G, LOCATED AT 16860 PERSIMMON BOULEVARD WEST IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		6/14/21	Submitted By: Gina Lawrence	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Pod H “Landings” Master Plan		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Resolution 2021-08, the Pod H “Landings” Master Plan		
SUMMARY and/or JUSTIFICATION:		<p>The applicant is requesting approval for a Master Site Plan for a 50.826 acres Commercial Plaza fronting Seminole Pratt Whitney Road. “Westlake Landings” will be developed as a Property Owners Association (POA) with individual owners within Pod H. <i>The subject Plaza consists of a number of parcels that will be developed according to market driven demand.</i> The 7-11 2.0 Convenience Store with Gas Station approved last year (Parcel A 1) is included on the subject Commercial Plaza. Also, concurrent with the subject application, the City is processing the proposed Self Storage Service for Parcel E. In the future, the Commercial Plaza will include a number of fast food restaurants, retail, commercial recreation, office, and light industrial uses. <i>Design and aesthetics are paramount to the vision and goals of the City of Westlake. This development will be a NEW commercial plaza at the City’s vibrant Seminole Pratt Whitney corridor. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that the proposed Commercial Plaza “Westlake Landings” be consistent with the City’s vision and guiding principles.</i></p>		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:	X	PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Resolution 2021-08, Final Staff report, Pod H Master Plan, Pod H SD, Justification Statement, Drainage Statement, Westlake Landings Declaration of Covenants, Application, Traffic Report, Conceptual Engineering			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field’s textbox and leave blank) <u>Please keep text indented.</u></i>	<p>A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN AMENDMENT FOR WESTLAKE LANDINGS, CONTAINING A CONVENIENCE STORE WITH A GAS STATION ON PARCEL A1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A2; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B1; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B2; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C2; SELF SERVICE STORAGE ON PARCEL E; COMMERCIAL RECREATION ON PARCEL F AND OFFICE AND LIGHT INDUSTRIAL ON PARCEL G, LOCATED AT 16860 PERSIMMON BOULEVARD WEST IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.</p>			
FISCAL IMPACT (if any):				\$

RESOLUTION 2021-08

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE MASTER SITE PLAN AMENDMENT FOR WESTLAKE LANDINGS, CONTAINING A CONVENIENCE STORE WITH A GAS STATION ON PARCEL A1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL A2; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B1; RETAIL AND FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL B2; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C1; FAST FOOD RESTAURANT WITH DRIVE THROUGH ON PARCEL C2; SELF SERVICE STORAGE ON PARCEL E; COMMERCIAL RECREATION ON PARCEL F AND OFFICE AND LIGHT INDUSTRIAL ON PARCEL G, LOCATED AT 16860 PERSIMMON BOULEVARD WEST IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the developer Minto PBLH, LLC, submitted an application for a Master Site Plan review and approval for the Westlake Landings, located at 16860 Persimmon Boulevard West , Westlake,Florida, 33470, containing approximately 50.826 acres, legally described in the attached Exhibit "A", and

WHEREAS, the City staff have reviewed the proposed Master Site Plan Amendment, MPA-2021-01, which consists of a 1.39 acres of Canal; a 1.00 acre of Dry Retention; Parcel A 1 -2.48 acres- with a 4,500 Sq. Ft. Convenience Store with Gas Station; Parcel A 2 -1.18 acres- with a 3,500 Sq. Ft. Fast Food Restaurant with drive through; Parcel B 1 -1.68 acres- with a 4,500 Sq. Ft. Retail and 2,500 Sq. Ft. Fast Food Restaurant with drive through; Parcel B 2 -1.82 acres- with a 4,500 Sq. Ft. Retail and 2,500 Sq. Ft. Fast Food Restaurant with drive through; Parcel C 1 -1.87 acres- with a 3,585 Sq. Ft. Fast Food Restaurant with drive through; Parcel D -1.81 acres- with 3,585 Sq. Ft. Restaurant with drive through; Parcel E -5.75 acres- with a 140,000 Sq. Ft. Self Service Storage; Parcel F -14.44 acres- with Commercial Recreation; and Parcel G - 17.41 acres- with a 35,000 Sq. Ft. Office and 150,000 Sq. Ft. Light Industrial all as provided in the attached Exhibit "B", (Master Site Plan); and

WHEREAS, the applicant will apply for a separate Master Sign Plan for the Westlake Landings

project, therefore, this Master Site Plan Amendment does not include approvals for any signage, however, the City staff have reviewed the drainage requirements, the landscape plans and other site related improvements for the Master Site Plan, and finds the application consistent with the City's Interim Land Development Regulations and the City's Codes; and

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

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

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

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

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

Section 2: Approval of Master Site Plan Amendment: The City Council for the City of Westlake hereby approves the Master Site Plan Amendment, MPA-2021-01, for Westlake Landings, consisting of which consists of a 1.39 acres of Canal; a 1.00 acre of Dry Retention; Parcel A 1 - 2.48 acres- with a 4,500 Sq. Ft. Convenience Store with Gas Station; Parcel A 2 -1.18 acres- with a 3,500 Sq. Ft. Fast Food Restaurant with drive through; Parcel B 1 -1.68 acres- with a 4,500 Sq. Ft. Retail and 2,500 Sq. Ft. Fast Food Restaurant with drive through; Parcel B 2 -1.82 acres- with a 4,500 Sq. Ft. Retail and 2,500 Sq. Ft. Fast Food Restaurant with drive through; Parcel C 1 -1.87 acres- with a 3,585 Sq. Ft. Fast Food Restaurant with drive through; Parcel D -1.81 acres- with 3,585 Sq. Ft. Restaurant with drive through; Parcel E -5.75 acres- with a 140,000 Sq. Ft. Self Service Storage; Parcel F -14.44 acres- with Commercial Recreation; and Parcel G -17.41 acres-

-with a 35,000 Sq. Ft. Office and 150,000 Sq. Ft. Light Industrial located at 16860 Persimmon Boulevard West, Westlake, Florida, 33470, as described in the Master Site Plan, attached hereto as Exhibit "B", located on approximately 50.826 acres, in the City of Westlake, and in Palm Beach County, Florida.

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

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

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

PASSED AND APPROVED by City Council for the City of Westlake, on this 14th day of June, 2021.

PUBLISHED on this 4th day of June, 2021 in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burges, City Clerk

Approved as to Form and Sufficiency
Donald Doody, Interim City Attorney

Exhibit 'A'
Legal Description
Westlake Landings Plaza

A PARCEL OF LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.00°59'07"W., ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 349.11 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF M-CANAL, A 250 FOOT WIDE CITY OF WEST PALM BEACH RIGHT-OF-WAY, DESCRIBED IN DEED BOOK 1156, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE S.87°06'28"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 370.84 FEET; THENCE N.88°36'57"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY OF M-CANAL, AS FOUND MONUMENTED, A DISTANCE OF 1,406.04 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN OFFICIAL RECORD BOOK 1544, PAGE 378, AND ROAD PLAT BOOK 4, PAGE 34, BOTH OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W., ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3,416.52 FEET TO THE NORTHERLY MOST CORNER OF ADDITIONAL RIGHT-OF-WAY FOR SEMINOLE-PRATT WHITNEY ROAD, DESCRIBED IN OFFICIAL RECORD BOOK 10289, PAGE 488, OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST LINE OF SAID ADDITIONAL RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD FOR THE FOLLOWING THREE (3) COURSES: 1) S.02°59'15"W., A DISTANCE OF 540.13 FEET; 2) THENCE S.01°42'52"W., A DISTANCE OF 280.00 FEET; 3) THENCE S.00°26'29"W., A DISTANCE OF 193.91 FEET; THENCE N.89°33'31"W., A DISTANCE OF 62.32 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID EXISTING RIGHT-OF-WAY FOR THE FOLLOWING FIFTEEN (15) COURSES: 1) S.43°17'00"E., A DISTANCE OF 56.57 FEET; 2) THENCE S.01°42'52"W., A DISTANCE OF 274.62 FEET; 3) THENCE S.15°12'36"W., A DISTANCE OF 51.43 FEET; 4) THENCE S.01°42'52"W., A DISTANCE OF 202.70 FEET; 5) THENCE S.00°43'28"W., A DISTANCE OF 58.80 FEET; 6) THENCE S.45°43'28"W., A DISTANCE OF 36.57 FEET; 7) THENCE N.89°16'32"W., A DISTANCE OF 40.00 FEET; 8) THENCE S.00°43'28"W., A DISTANCE OF 62.00 FEET; 9) THENCE S.89°16'32"E., A DISTANCE OF 52.00 FEET; 10) THENCE S.44°16'32"E., A DISTANCE OF 56.57 FEET; 11) THENCE S.00°43'28"W., A DISTANCE OF 320.20 FEET; 12) THENCE S.01°42'52"W., A DISTANCE OF 62.51 FEET; 13) THENCE S.13°52'24"W., A DISTANCE OF 56.97 FEET; 14) THENCE S.01°42'52"W., A DISTANCE OF 224.37 FEET; 15) THENCE S.46°13'31"W., A DISTANCE OF 57.04 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL CONVEYED TO THE SCHOOL BOARD OF PALM BEACH COUNTY, AS RECORDED IN OFFICIAL RECORDS BOOK 14566, PAGE 1779, OF SAID PUBLIC RECORDS; THENCE N.89°14'58"W., ALONG SAID NORTH LINE, A DISTANCE OF 1402.37 FEET TO A POINT ON THE EAST LINE OF M-2 CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1687, PAGE 1749, OF SAID PUBLIC RECORDS; THENCE N.00°29'31"E., ALONG SAID EAST LINE OF M-2 CANAL EASEMENT, A DISTANCE OF 1260.89 FEET; THENCE N.00°29'11"E., ALONG SAID EAST LINE OF M-2 CANAL EASEMENT, A DISTANCE OF 755.66 FEET TO THE NORTHWESTERLY MOST CORNER OF TRACT M-2, AS SHOWN ON SAID PLAT OF PERSIMMON BOULEVARD WEST - REPLAT; THENCE N.89°42'52"E., ALONG THE NORTH LINE OF SAID TRACT M-2, A DISTANCE OF 2.34 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PERSIMMON BOULEVARD WEST, PERSIMMON BOULEVARD WEST - REPLAT; THENCE THE FOLLOWING COURSES BEING ALONG THE WESTERLY AND SOUTHERLY LINE OF THE RIGHT-OF-WAY FOR PERSIMMON BOULEVARD WEST, AS SHOWN ON SAID PLAT OF PERSIMMON BOULEVARD WEST - REPLAT; THENCE S.02°39'52"E., A DISTANCE OF 38.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 515.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°37'22", A DISTANCE OF 769.62 FEET TO A POINT OF TANGENCY; THENCE S.88°17'15"E., A DISTANCE OF 36.60 FEET; THENCE S.75°52'48"E., A DISTANCE OF 51.21 FEET; THENCE S.88°17'15"E., A DISTANCE OF 374.75 FEET; THENCE N.89°12'00"E., A DISTANCE OF 91.32 FEET; THENCE S.88°17'17"E., A DISTANCE OF 326.83 FEET TO A POINT ON THE WEST LINE OF RIGHT-OF-WAY PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE S.88°17'04"E., ALONG SAID WEST LINE OF RIGHT-OF-WAY PARCEL 101, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,213,986 SQUARE FEET OR 50.826 ACRES MORE OR LESS.

Exhibit 'C'

Conditions of Approval

Westlake Landings Master Site Plan

1. Maintain vacant parcels (A2, B1, B2, C1, D, F, G) to keep a visual appearance. The subject parcels will be stabilized, seeded, mulched, regular mowed and receive temporary watering by way of traditional water trucks.
2. Current egress points to internal parcels from internal road are schematic in nature. Final location of driveway will be reviewed and approved per the current code at time of Land Development Application.



City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 6/14/2021

PETITION DESCRIPTION

PETITION NUMBER: MPA-2021-01 Pod H “Westlake Landings” Master Site Plan

OWNER: Minto PBLH, LLC

APPLICANT: Cotleur & Hearing

ADDRESS: 16860 Persimmon Boulevard West

PCN: 77-40-43-01-17-000-0010; 77-40-43-01-17-000-0020

REQUEST: The applicant is requesting approval for a Master Site Plan for a 50.826 acres Commercial Plaza in Pod H. The subject application includes 1.39 acres of Canal; 1.00 acres of Dry Retention; **Parcel A 1** -2.48 acres- with a 4,500 Sq. Ft. Convenience Store with Gas Station (**Phase One**); **Parcel A 2** -1.18 acres- with a 3,500 Sq. Ft. Fast Food Restaurant with a drive through; **Parcel B 1** -1.68 acres- with a 4,500 Sq. Ft. Retail and 2,500 Sq. Ft. Fast Food Restaurant with a drive through; **Parcel B 2** -1.82 acres- with a 4,500 Sq. Ft. Retail and 2,500 Sq. Ft. Fast Food Restaurant with a drive through; **Parcel C 1** -1.87 acres- with a 3,585 Sq. Ft. Fast Food Restaurant with a drive through; **Parcel D** -1.81 acres- with 3,585 Sq. Ft. Fast Food Restaurant with a drive through; **Parcel E** -5.75 acres- with a 140,000 Sq. Ft. Self Service Storage; **Parcel F** -14.44 acres- with designation for Commercial Recreation; and **Parcel G** -17.41 acres- with a 35,000 Sq. Ft. Office and 150,000 Sq. Ft. Light Industrial. ** The applicant will apply for a separate Master Sign Plan at a later time, this Site Plan Modification does Not include approvals for any signage.*

SUMMARY

The applicant is requesting approval for a Master Site Plan for a 50.826 acres Commercial Plaza fronting Seminole Pratt Whitney Road. “Westlake Landings” will be developed as a Property Owners Association (POA) with individual owners within Pod H. The subject Plaza consists of a number of parcels that will be developed according to market driven demand. The 7-11 2.0 Convenience Store with Gas Station approved last year (Parcel A 1) is included on the subject Commercial Plaza. Also, concurrent with the subject application, the City is processing the proposed Self Storage Service for Parcel E. In the future, the Commercial Plaza will include a number of fast food restaurants, retail, commercial recreation, office, and light industrial uses.

Design and aesthetics are paramount to the vision and goals of the City of Westlake. This development will be a NEW commercial plaza at the City’s vibrant Seminole Pratt Whitney corridor. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that the proposed Commercial Plaza “Westlake Landings” be consistent with the City’s vision and guiding principles.

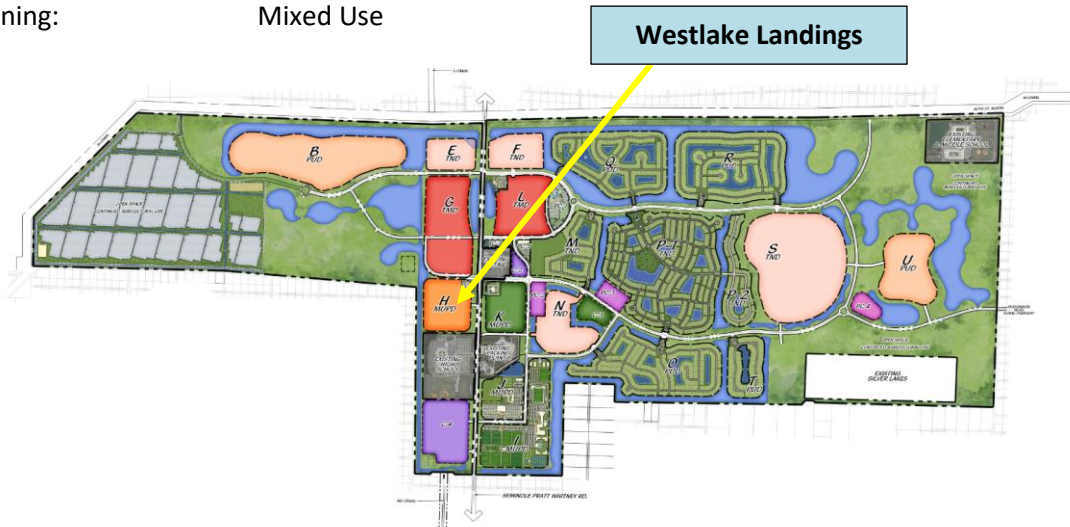
STAFF RECOMMENDATION

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

1. Maintain vacant parcels (A2, B1, B2, C1, D, F, G) to keep a visual appearance. The subject parcels will be stabilized, seeded, mulched, regular mowed and receive temporary watering by way of traditional water trucks.
2. Current egress points to internal parcels from internal road are schematic in nature. Final location of driveway will be reviewed and approved per the current code at time of Land Development Application.

PETITION FACTS

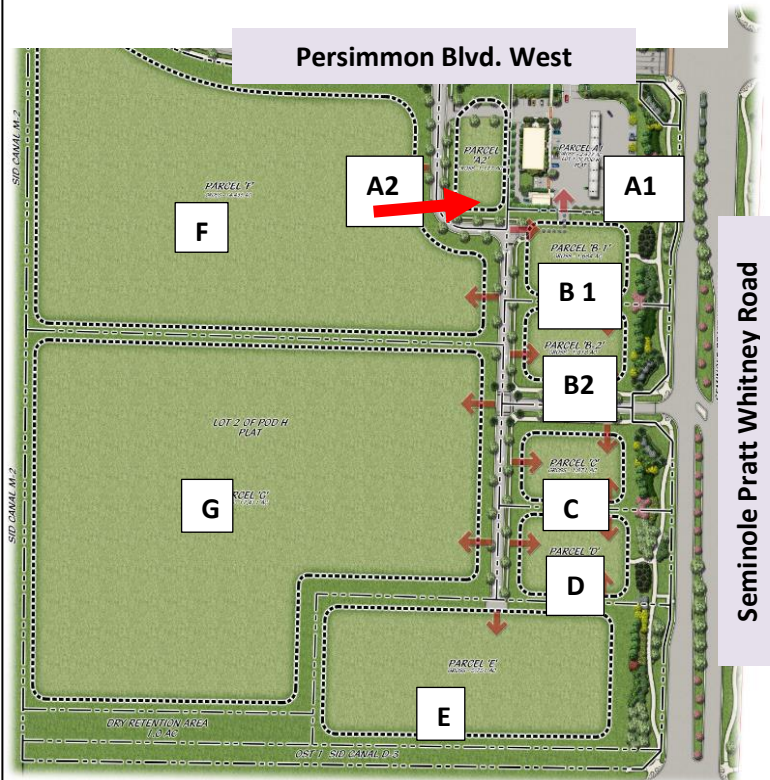
- a. Total Gross Site Area: 50.826 acres
- b. Land Use and Zoning
 - Existing Land Use: Vacant/Agricultural/Utility
 - Future Land Use: Downtown Mixed Use
 - Zoning: Mixed Use



STAFF ANALYSIS

The applicant is requesting approval of a Master Site Plan for a 50.826 acres Commercial Plaza in the Downtown Mixed Use Zoning District. The subject Plaza is located west of Seminole Pratt Whitney Road. The below graphic presents the proposed parcels included on the Master Site Plan:

- Parcel A 1** -2.48 acres- 4,500 Sq. Ft. **Approved 7-11** Convenience Store with Gas Station (Phase One)
- Parcel A 2** -1.18 acres- 3,500 Sq. Ft. Fast Food Restaurant with drive through
- Parcel B 1** -1.68 acres- 4,500 Sq. Ft. Retail & 2,500 Sq. Ft. Fast Food Restaurant with drive through
- Parcel B 2** -1.82 acres- 4,500 Sq. Ft. Retail & 2,500 Sq. Ft. Fast Food Restaurant with drive through
- Parcel C 1** -1.87 acres- 3,585 Sq. Ft. Fast Food Restaurant with drive through
- Parcel D** -1.81 acres- 3,585 Sq. Ft. Fast Food Restaurant with drive through
- Parcel E** -5.75 acres- with a 140,000 Sq. Ft. Self Service Storage
- Parcel F** -14.44 acres- with Commercial Recreation
- Parcel G** -17.41 acres- with a 35,000 Sq. Ft. Office & 150,000 Sq. Ft. Light Industrial



Seminole Ridge High School

Master Site Plan Phases

The applicant is requesting approval for a Master Site Plan for a 50.826 acres Commercial Plaza fronting Seminole Pratt Whitney Road. "Westlake Landings" will be developed as a Property Owners Association (POA) with individual owners within Pod H. The subject Commercial Plaza consists of a number of parcels that will be developed in phases and respective site plans will be submitted for staff review and approval by the City Council.

Phase One includes the 7-11 2.0 Convenience Store with Gas Station approved last year (**Parcel A 1**). Per the applicant statement, the additional parcels will be considered **Phase Two** and each parcel will be developed according to market driven demand.

Also, concurrent with the subject application, the City is processing the proposed Self Storage Service for Parcel E. In the future, the Commercial Plaza will include a number of fast food restaurants, retail, commercial recreation, office, and light industrial uses.

The Master Site Plan includes Phase One and Phase Two. Each parcel will be developed according to market driven demand.



Accessways and Connecting Sidewalks

The Commercial Plaza Master Site Plan provides **three** (3) points of vehicular access to the site, two (2) from Persimmon Boulevard West from the north, and one (1) from Seminole Pratt Whitney Road.



The subject Commercial Plaza also provides internal sidewalks, and pedestrian and bicycle connectivity to the multimodal path along Seminole Pratt Whitney Road as shown on above graphics.

Design and aesthetics are paramount to the vision and goals of the City of Westlake. This development will be a NEW commercial plaza at the City's vibrant Seminole Pratt Whitney corridor and will continue to set the standards and precedents for upcoming commercial developments. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that the proposed Commercial Plaza "Westlake Landings" 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:

Vision for the City

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

The City's Guiding Principles

Build City Character and Identity

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

Balance the Central Communities in Palm Beach County

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

Promote Mixed-Use Corridor

The Downtown Mixed-Use Category is important to the development of the City as a center of commerce, employment, and services. Neighborhood centers, which will vary in scale, use, and intensity, will be developed within walking distance of residential neighborhoods to provide accessible and convenient opportunities to work, shop, and participate in civic life.

Emphasize Housing Diversity and Livable Neighborhoods

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

Grow A Vibrant Economy

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

Promote Complete Streets, Transportation Choice and Mobility

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

Fire Safety

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

Landscape

Landscape was not presented at this master plan level. Landscape will be evaluated with development of each parcel.

Maintenance of Vacant Parcels

All landscaped areas will be fully irrigated and maintained on a regular basis. The future development parcels (A 2, B 1, B 2, C 1, D, E, F, & G) will be stabilized and seeded and mulched with Argentine Bahia Grass. These areas will receive temporary watering by way of traditional water trucks during the initial establishment period. The future development parcels will be regular mowed consistent with industry standards to maintain a neat visual appearance.

Drainage

Proposed stormwater runoff from the site will be interconnected between the parcels and directed to on-site inlets and storm sewers that discharge into a proposed detention area for water quality treatment prior to discharge to the Master Stormwater System. Legal positive outfall is available via connection to the Master Stormwater System, SID Canal M-2.

Traffic

Westlake was previously approved under Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code. The specialty uses in Pod H were not specifically analyzed in the originally approved Westlake traffic study. Under this application, an equivalency analysis was conducted to demonstrate that the trips for proposed uses do not exceed the trips for the approved uses. The information was reviewed and found to be acceptable in accordance with the City LDRs."

Roadway Connections

Entry and exit points onto Persimmon Blvd. are approved for the configuration of Persimmon Blvd. that was presented in this application. If the Persimmon Blvd. configuration is altered during the Land Development Permit process, applicant will be required to modify the site plan for consistency. Further

details about phasing of the work in this application as it relates to the Persimmon Blvd. construction will be reviewed at the time of Land Development permits.

FINAL REMARKS

MPA-2021-01 will be heard by the City Council on June 14, 2021. The public hearing was advertised in compliance with the City’s code. The subject application was reviewed by the City of Westlake staff (Planning and Zoning, Engineering), Seminole Improvement District (SID) and Palm Beach County Fire Rescue.

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

1. Maintain vacant parcels (A2, B1, B2, C1, D, F, G) to keep a visual appearance. The subject parcels will be stabilized, seeded, mulched, regular mowed and receive temporary watering by way of traditional water trucks.
2. Current egress points to internal parcels from internal road are schematic in nature. Final location of driveway will be reviewed and approved per the current code at time of Land Development Application.



CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

DATE: 5/19/2021
APPLICATION NUMBER: MPA-2021-01
DESCRIPTION: Pod H – Master Plan Amendment
APPLICANT: Cotleur & Hearing
OWNER: Minto PBLH, LLC
REQUEST: Master Plan Amendment Review
LOCATION: Westlake, FL 33470
STAFF REVIEW: **RECOMMENDATION OF APPROVAL**

The Engineering Department has reviewed the application above and recommends approval with the following note:

- Current egress points to internal parcels from internal road are schematic in nature. Final location of driveway will be reviewed and approved per the current code at time of Land Development Application.

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

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

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

RE: MPA-2021-01 Pod H & SPR-2021-04 Pod H -Pinnacle Resubmittals

External Westlake/Pod H x

← **Wesley Jolin R.** <WJolin@pbcgov.org>

Tue, Apr 20, 3:05 PM

to me ▾

Hi Gina,

Fire's comments have been addressed. No additional comments.

Wesley Jolin, CFI ®

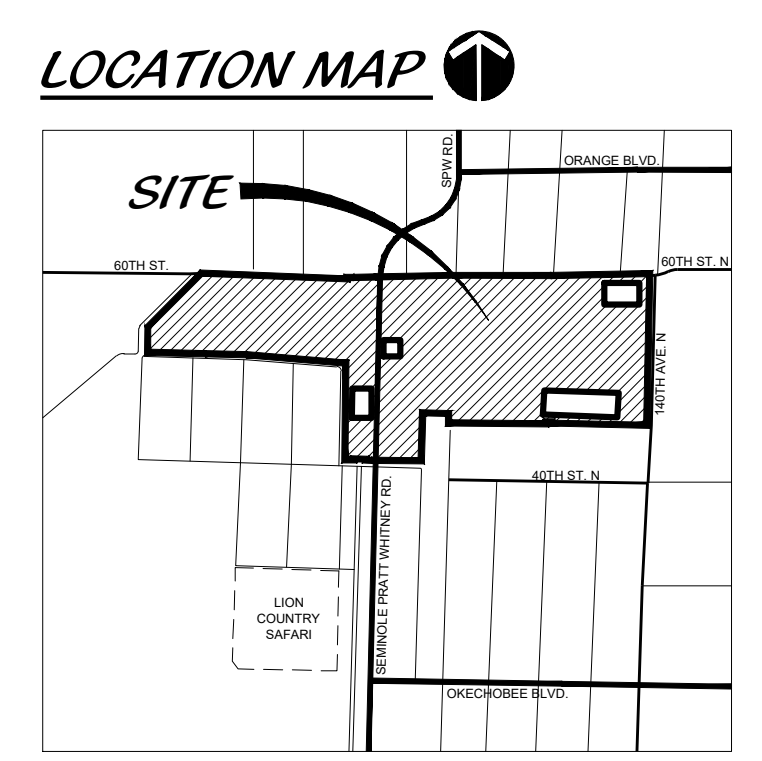
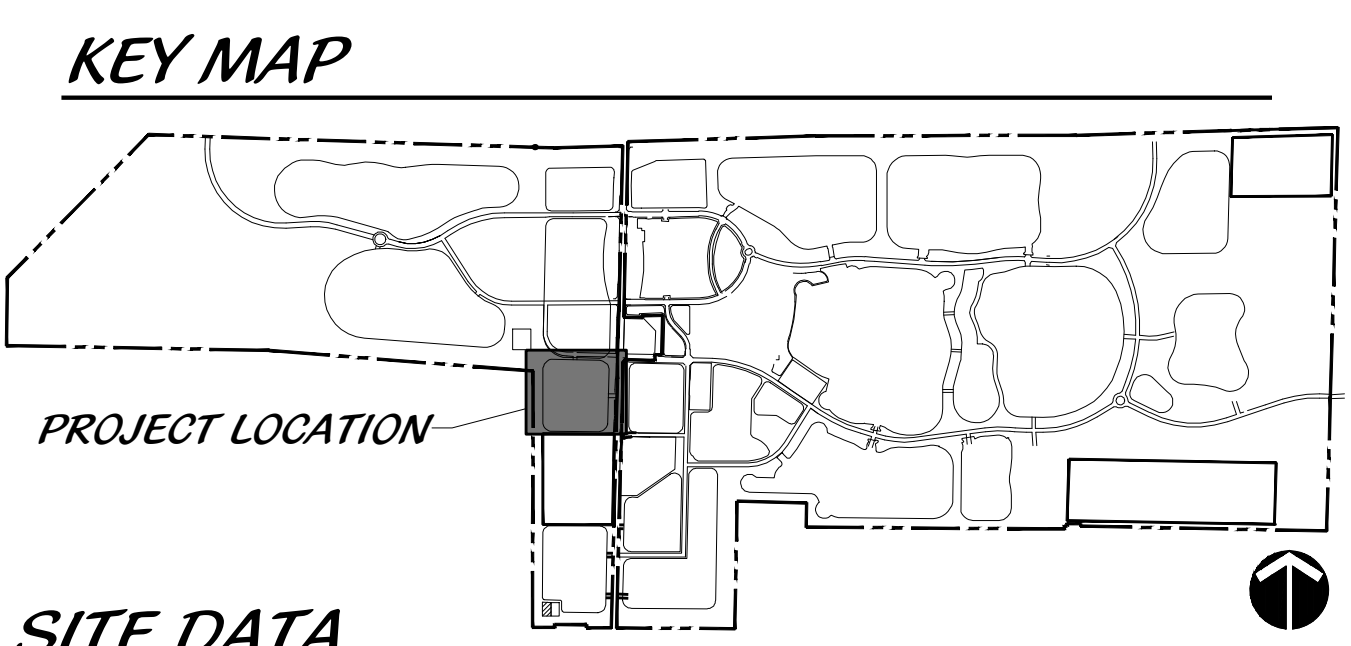
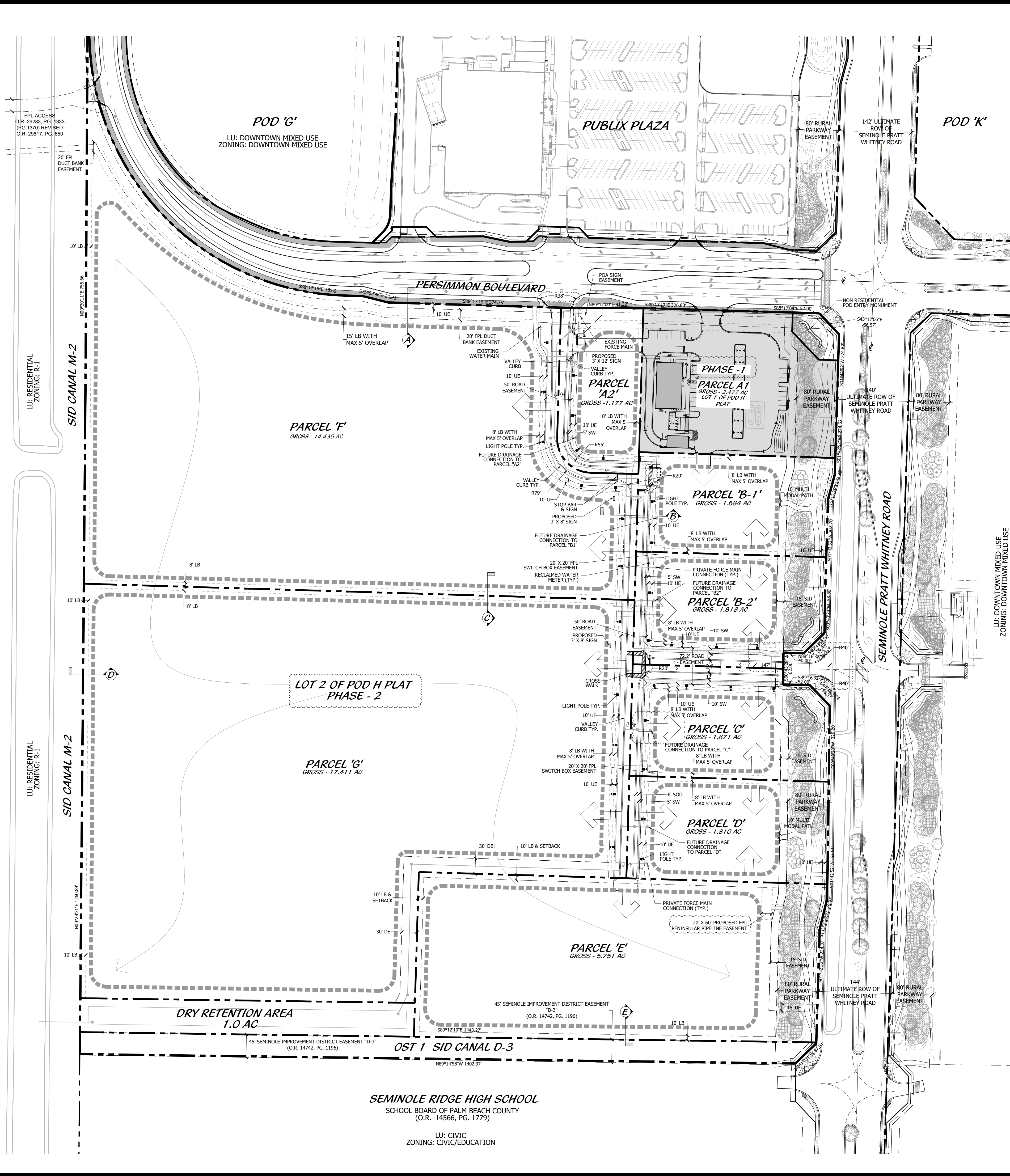
PB County Fire Rescue

2300 North Jog Road Suite #1E-40

West Palm Beach, FL 33411

561-233-2695

wjolin@pbcgov.org



SITE DATA

NAME OF APPLICATION: WESTLAKE POD H- MUPD MASTER PLAN
 APPLICATION NUMBER: MPA 2021-01
 PROJECT NUMBER: CH 13-0518-60
 LAST BCC APPROVAL DATE: 10/29/2014
 LAST CITY OF WL "MASTER PLAN" APPROVAL DATE: 11.12.2020

RESOLUTION NUMBERS
 TTD/R-2014-1646, R-2014-1647, R-2014-1648, ORDINANCE 2014-030,
 MPA-2016-01, MPA-2017-05, MPA-2019-01, MPA-2019-02, MPA 2020-01
 MPA 2020-04, MPA 2020-05

FUTURE LAND USE DESIGNATION
 EXISTING ZONING DISTRICT: DOWNTOWN MIXED USE
 MIXED USE

SECTION/TOWNSHIP/RANGE
 01 43 40

PROPERTY CONTROL NUMBER(S)
 77-40-43-01-17-000-0010
 77-40-43-01-17-000-0029

EXISTING USE
 APPROVED USE: VACANT/ AGRICULTURE/ UTILITY
 PROPOSED USE: MIXED USE

POD H SITE DATA

PROPOSED PLAT AREA (INCLUDES RPE)	ACRES	SQ. FEET	PERCENT
MAXIMUM LOT COVERAGE *3	22.972	996,294	45%
MINIMUM PERVIOUS AREA	12.707	553,487	25%

PARCEL DATA

PHASE - 1	ACRES	SQ. FEET	PERCENT
PARCEL A 1 CONVENIENCE STORE W GAS	2.477	107,902	4.87%
PHASE - 2			
PARCEL A 2 RESTAURANT, FAST FOOD W DRIVE THRU	1.177	51,267	2.32%
PARCEL B 1 RETAIL RESTAURANT, FAST FOOD W DRIVE THRU	1.684	73,373	3.31%
PARCEL B 2 RETAIL RESTAURANT, FAST FOOD W DRIVE THRU	1.871	81,500	3.68%
PARCEL C 1 RESTAURANT, FAST FOOD W DRIVE THRU	1.871	81,500	3.68%
PARCEL D RESTAURANT, FAST FOOD W DRIVE THRU	1.810	78,865	3.56%
PARCEL E SELF SERVICE STORAGE	5.751	250,535	11.32%
PARCEL F COMMERCIAL RECREATION	14.435	629,779	29.40%
PARCEL G OFFICE/LIGHT INDUSTRIAL	17.411	758,403	34.26%
PARCEL H DRY RETENTION AREA	1.000	43,567	1.97%
OST 1 SID CANAL	1.391	60,559	2.74%
TOTAL PARCEL DATA	50.826	2,213,086	100.00%

BUILDING DATA

PARCEL	DESCRIPTION	SQ. FEET
PARCEL A 1	CONVENIENCE STORE W GAS (PHASE - 1)	4,500
PARCEL A 2	RESTAURANT, FAST FOOD W DRIVE THRU	3,900
PARCEL B 1	RESTAURANT FAST FOOD W DR THRU	4,500
PARCEL B 2	RESTAURANT FAST FOOD W DR THRU	2,500
PARCEL C 1	RESTAURANT, FAST FOOD W DRIVE THRU	4,500
PARCEL C 2	RESTAURANT, FAST FOOD W DRIVE THRU	2,500
PARCEL D	RESTAURANT, FAST FOOD W DRIVE THRU	3,885
PARCEL E	SELF SERVICE STORAGE	3,865
PARCEL F	COMMERCIAL RECREATION	140,000
PARCEL G	OFFICE	35,000
PARCEL H	LIGHT INDUSTRIAL	160,000
TOTAL		354,170

TOTAL PARCEL DATA

NO OF FLOORS	TBD
PROPOSED BUILDING HEIGHT <td>120 FEET </td>	120 FEET
MAX BUILDING HEIGHT FOR MU <td>120 FEET </td>	120 FEET
MINIMUM PARCEL SIZE <td>43,560 SQUARE FEET </td>	43,560 SQUARE FEET
MAXIMUM LOT COVERAGE *3 <td>45 PERCENT </td>	45 PERCENT
MINIMUM PERVIOUS AREA <td>25 PERCENT </td>	25 PERCENT
PERVIOUS AREA PROVIDED <td>TBD </td>	TBD
MINIMUM BUILDING SEPERATION <td>20 FEET </td>	20 FEET

PARKING DATA

PARCEL	DESCRIPTION	SPACES
PARCEL A 1	CONVENIENCE STORE W GAS (PHASE - 1)	(1/240 SF + 1 PER PUMP ISLAND)
PARCEL A 2	RESTAURANT, FAST FOOD W DRIVE THRU	(1/150 SF INCL. OUTDOOR PLUS 1/250 SF)
PARCEL B 1	RESTAURANT, FAST FOOD W DRIVE THRU	(RETAIL: 1/300 SF REST FF: 1/150 SF INCL. OUTDOOR PLUS 1/250 SF)
PARCEL B 2	RESTAURANT, FAST FOOD W DRIVE THRU	(RETAIL: 1/300 SF REST FF: 1/150 SF INCL. OUTDOOR PLUS 1/250 SF)
PARCEL C 1	RESTAURANT, FAST FOOD W DRIVE THRU	(1/150 SF INCL. OUTDOOR PLUS 1/250 SF)
PARCEL C 2	RESTAURANT, FAST FOOD W DRIVE THRU	(1/150 SF INCL. OUTDOOR PLUS 1/250 SF)
PARCEL D	RESTAURANT, FAST FOOD W DRIVE THRU	(1/150 SF INCL. OUTDOOR PLUS 1/250 SF)
PARCEL E	SELF SERVICE STORAGE	(5 + 1/150 UNITS)
PARCEL F	COMMERCIAL RECREATION	(6 SPACES PER ACRE)*6
PARCEL G	OFFICE	(OFFICE: 1/300 SF LIGHT INDUSTRIAL: 1/1200 SF + 1/300 OF OFFICE)
PARCEL H	LIGHT INDUSTRIAL	

BIKCYCLE PARKING
 VARIES BY USE. REFER TO TABLE 8-7 OF THE WESTLAKE PARKING CODE

- NOTE: SITE PLAN BASED ON SURVEY, SIGNED AND SEALED BY GEOPOINT INC.
- NOTE: THE APPLICANT WILL SUBMIT AN APPLICATION FOR MASTER SIGN PLAN APPROVAL UNDER SEPARATE COVER.
- NOTE: THE MAXIMUM LOT COVERAGE VARIES BY USER TABLE 3-12 MU DISTRICT NON-RESIDENTIAL STANDARDS.
- NOTE: ACCESS POINTS TO PARCELS FROM ACCESS DRIVES TO BE PERMITTED AT TIME OF INDIVIDUAL SITE PLAN REVIEW.
- NOTE: PEDESTRIAN CONNECTIVITY BETWEEN PARCELS TO BE DETERMINED AT TIME OF INDIVIDUAL SITE PLAN REVIEW.
- NOTE: INDOOR RECREATION PARKING RATE IS "N/A" TBD.
- NOTE: SITE CLEARING OR PARKING LOT CURBING SHALL BE PRINTED AND DESIGNED AS A PRELIMINARY "NO PARKING" PER PERMITS RESOLUTION STANDARDS.

LEGAL DESCRIPTION

LOT 2, WESTLAKE POD H, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 129, PAGES 135 THROUGH 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA.

PDR CHART

TABLE 3-12: MU District Non-Residential Standards

Non-Residential Use Type	Minimum Parcel Size (Square Feet)	Minimum Front Setback (Feet)	Minimum Side Setback (Feet)	Minimum Rear Setback (Feet)	Minimum Building Separation (Feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Commercial Uses		20	10	10	20	45%	25%
Commercial Recreation		20	10	10	20	35%	25%
Light Industrial		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.

LEGEND

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

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

WESTLAKE LANDINGS
 POD H MASTER PLAN
 PALM BEACH COUNTY, FL

DESIGNED: DEH
 DRAWN: JAE/RNK
 APPROVED: DEH
 JOB NUMBER: 13-0518-60
 DATE: 03-25-21
 REVISIONS: 04-12-21

PROJECT TEAM

PROPERTY OWNER
 PBLH, LLC
 4400 WEST SAMPLE RD, SUITE 200
 COCONUT CREEK, FLORIDA 33073
 PHONE: 954-973-4490
 FAX: 954-978-5330

SURVEYOR
 GEOPOINT SURVEYING, INC
 4152 WEST BLUE HERON BLVD, SUITE 105
 RIVIERA BEACH, FLORIDA 33404
 PHONE: 561-444-2720
 FAX: 813-248-2266

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

TRAFFIC ENGINEER
 PINDER TROUTMAN CONSULTING, INC.
 2005 VISTA PARKWAY, SUITE 111
 WEST PALM BEACH, FLORIDA
 PHONE: 561-236-9898
 FAX: 561-684-6336

CIVIL ENGINEER
 SIMMONS & WHITE
 2581 MONTEREY COMMONS BLVD, SUITE 3
 WEST PALM BEACH, FLORIDA 33407
 PHONE: 772-287-8771
 MOBILE: 772-488-1700

ENVIRONMENTAL CONSULTANT
 EW CONSULTANTS, INC.
 1000 SE MONTEREY COMMONS BLVD, SUITE 208
 STUART, FLORIDA 34996
 PHONE: 772-488-1700

DEVELOPER
 PBLH, LLC
 4400 WEST SAMPLE RD, SUITE 200
 COCONUT CREEK, FLORIDA 33073
 PHONE: 954-973-4490
 FAX: 954-978-5330

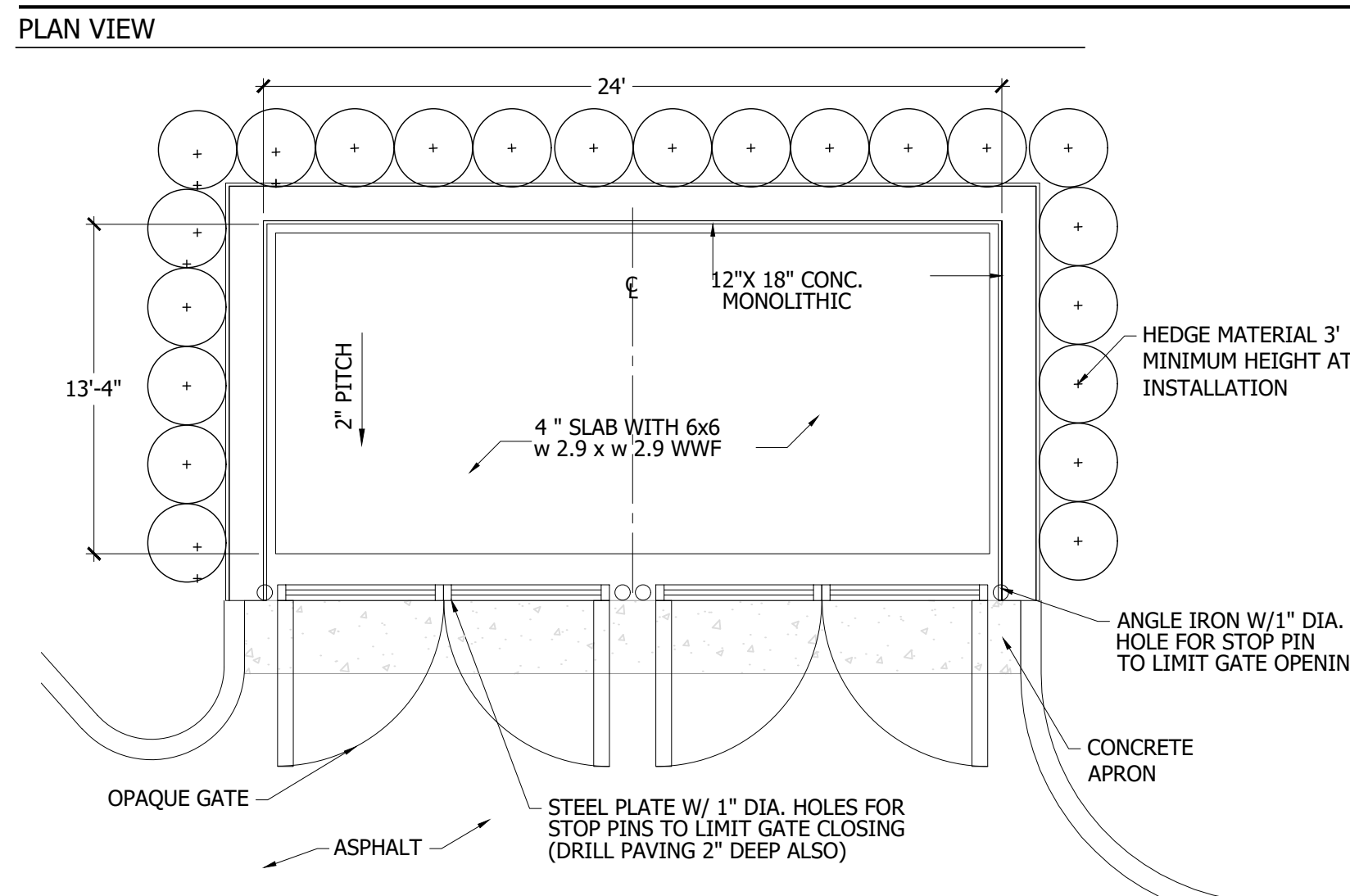
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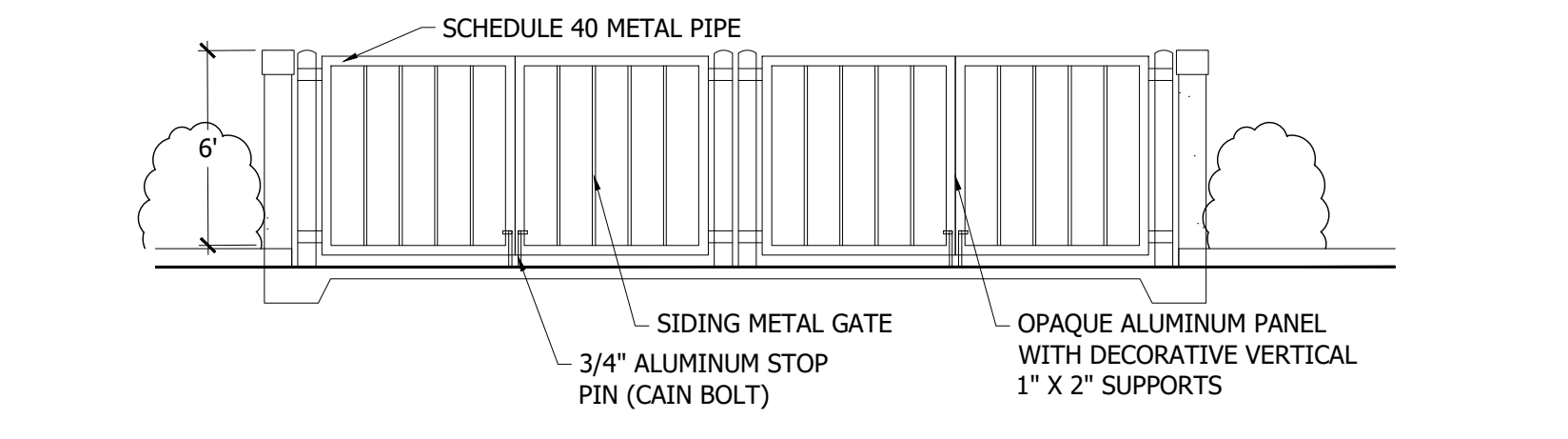
SHEET 1 OF 2

© 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.

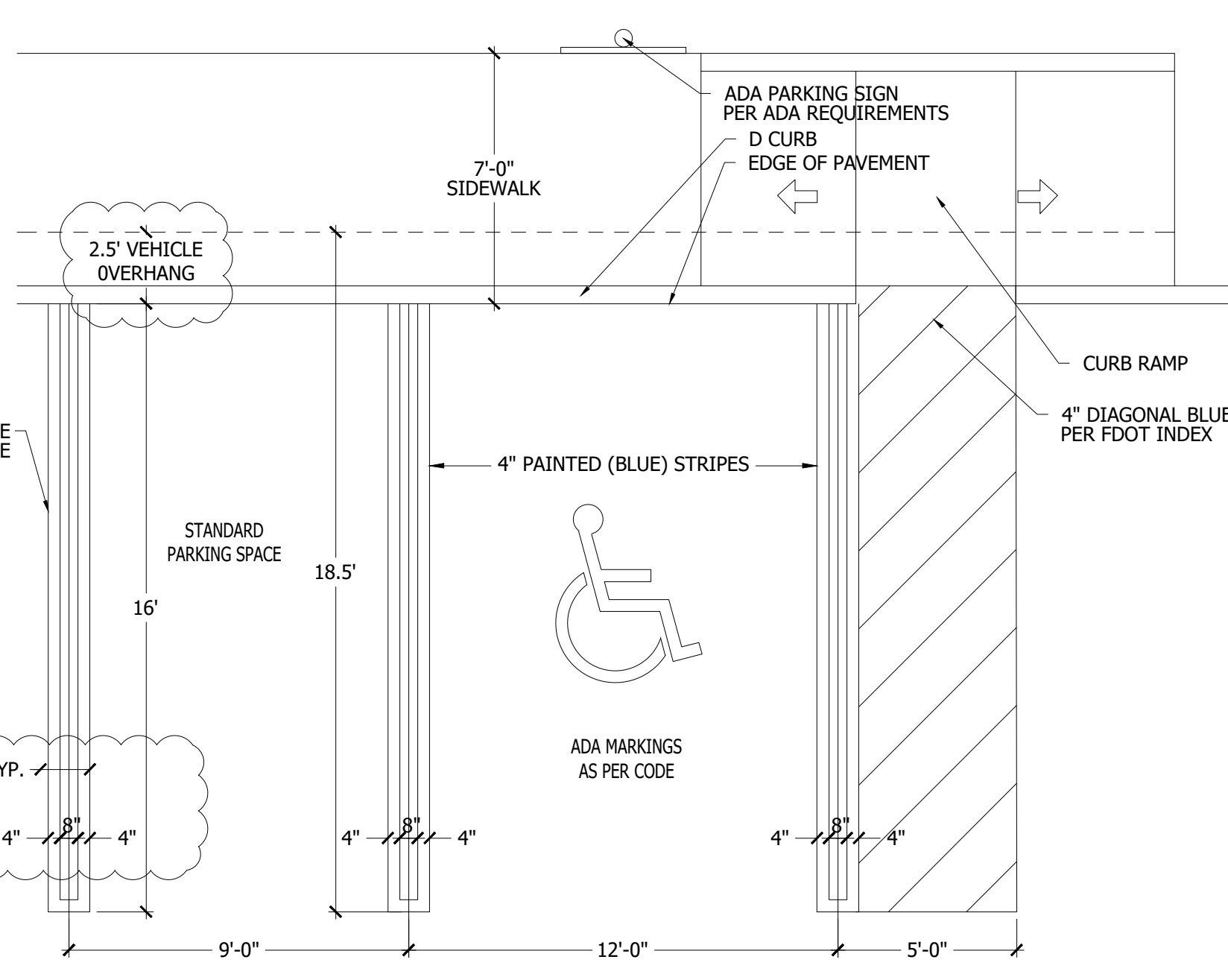
DUMPSTER DETAIL



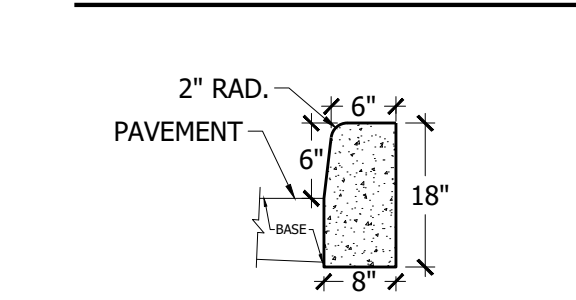
ELEVATION VIEW
NOTE: DUMPSTER MUST BE SCREENED PER SECTION 4.14 A) OF THE CITY OF WESTLAKE LANDSCAPE CODE



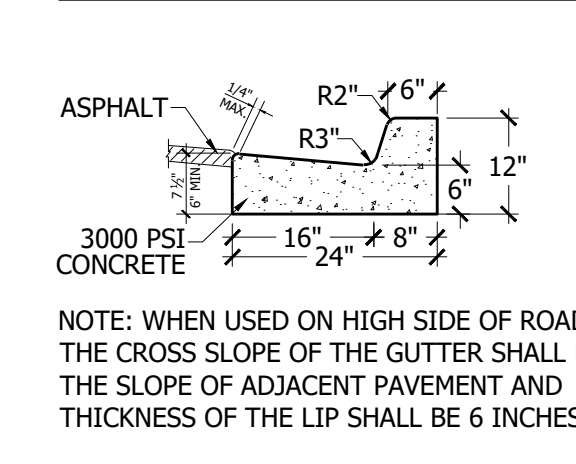
STANDARD AND ADA PARKING DETAIL



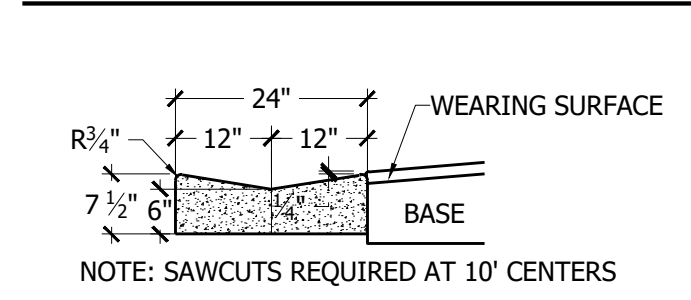
D CURB DETAIL



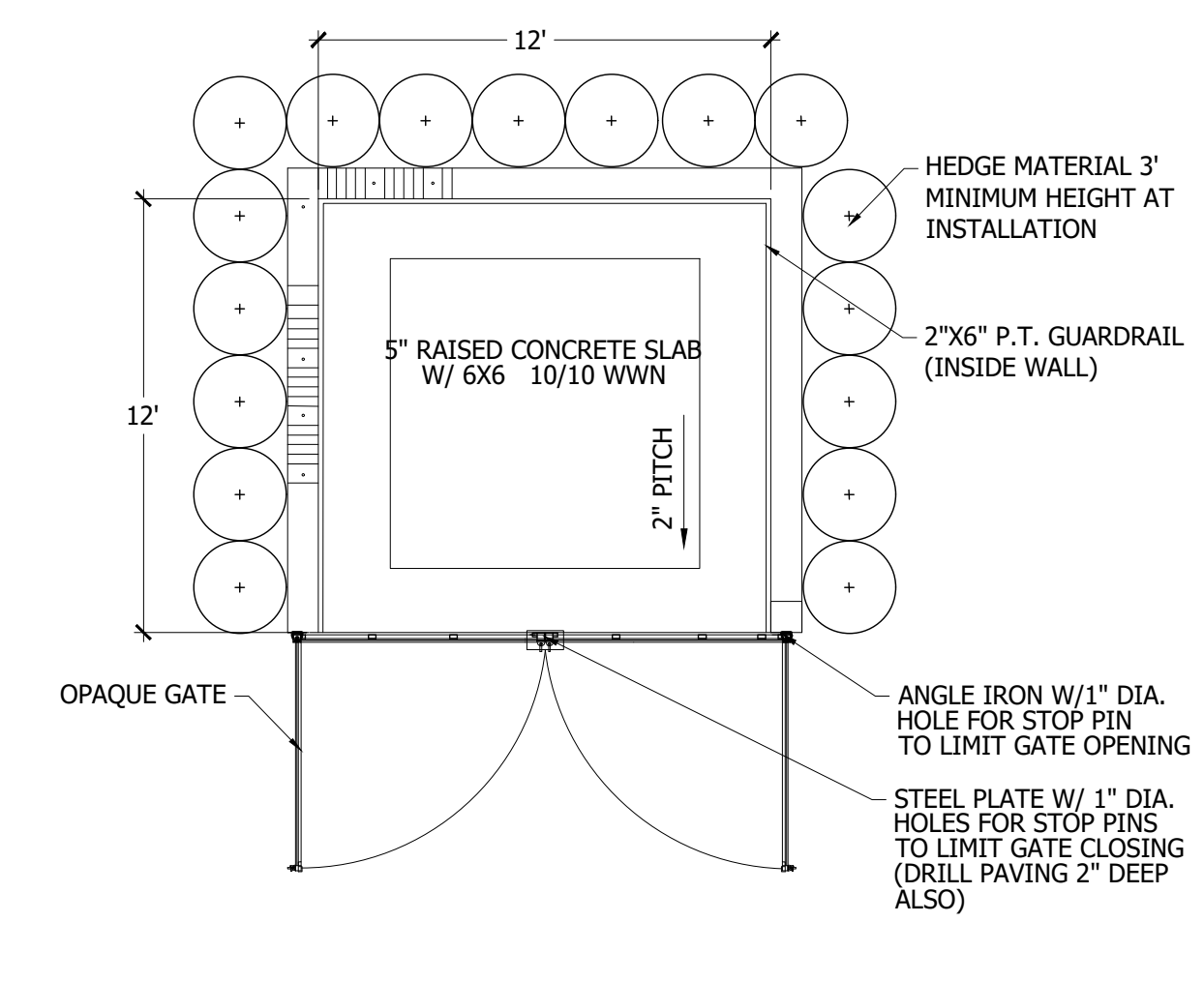
F CURB DETAIL



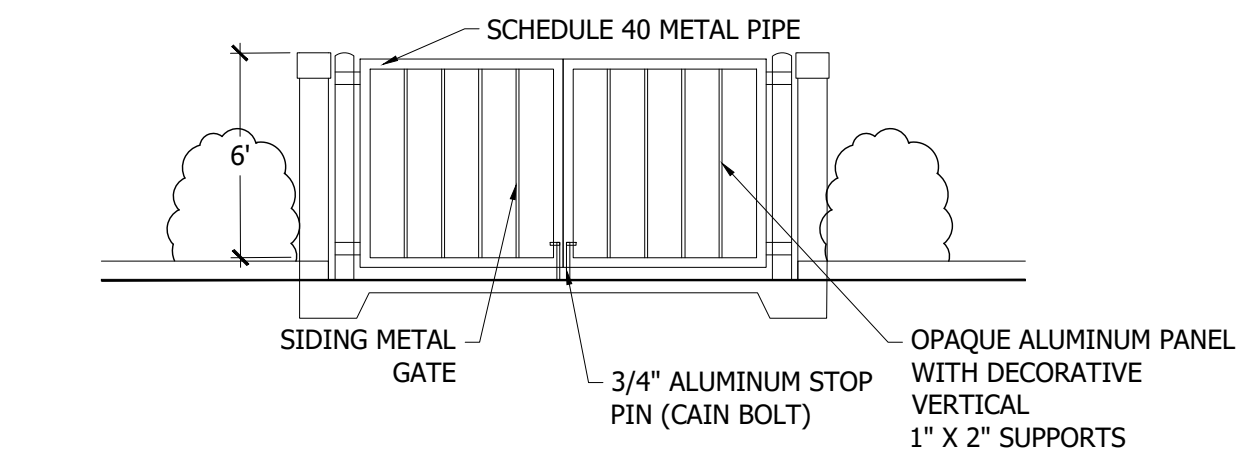
VALLEY CURB DETAIL



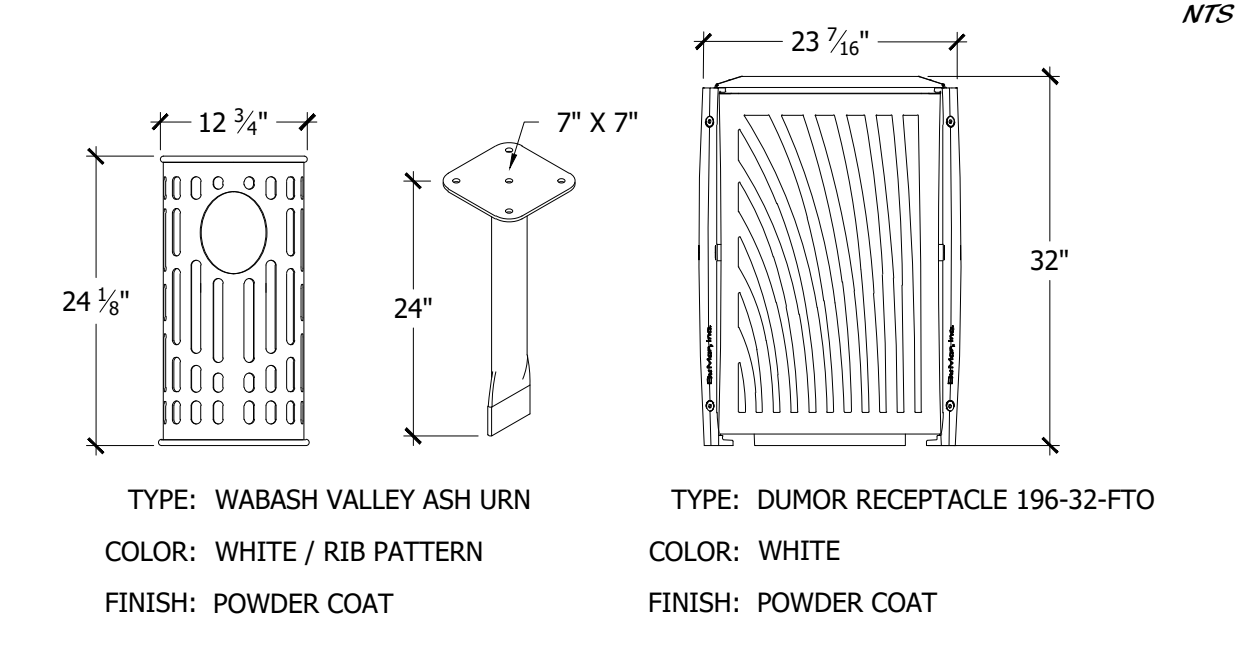
PLAN VIEW



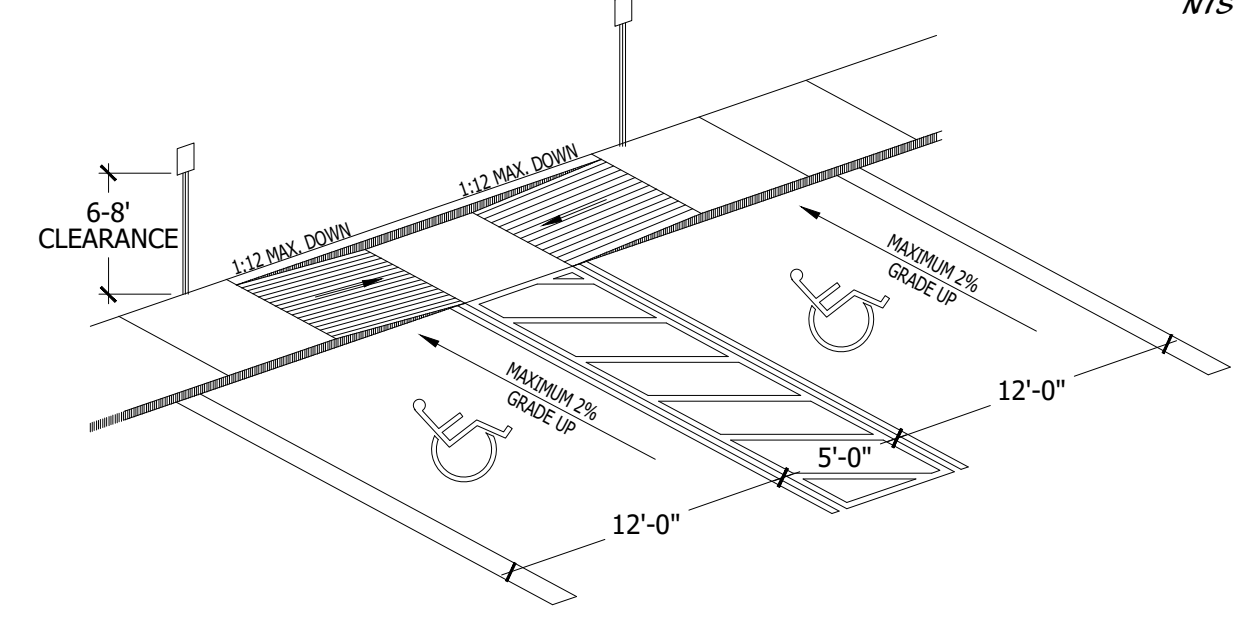
ELEVATION VIEW



TRASH CAN DETAIL

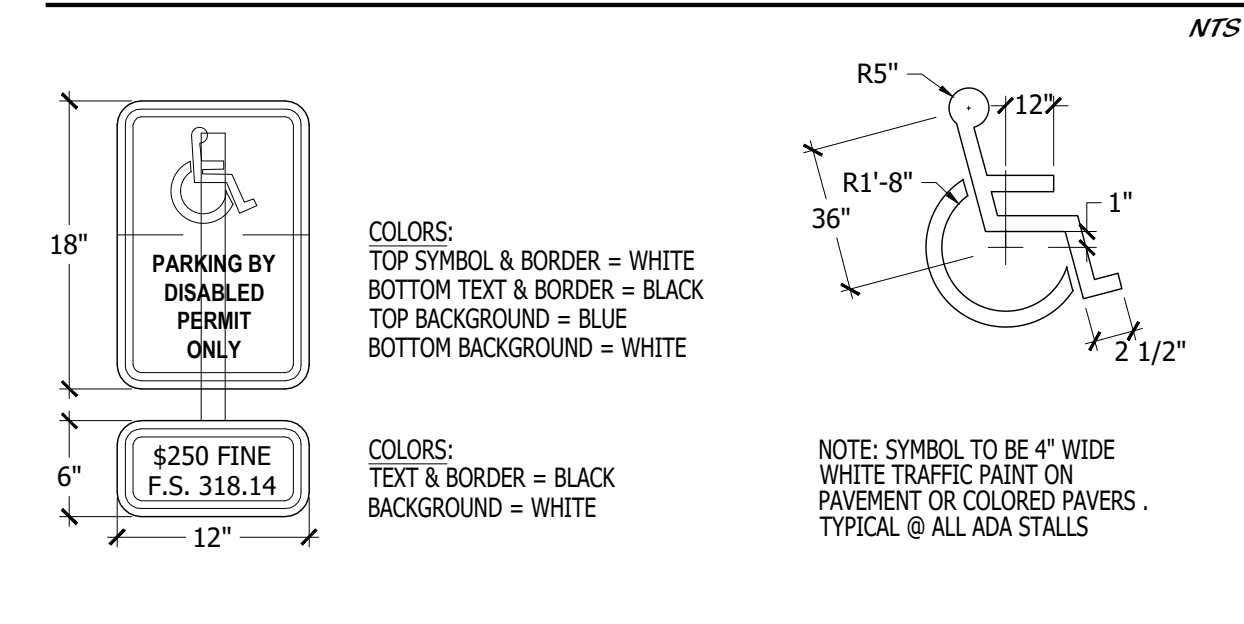


ADA RAMP DETAIL

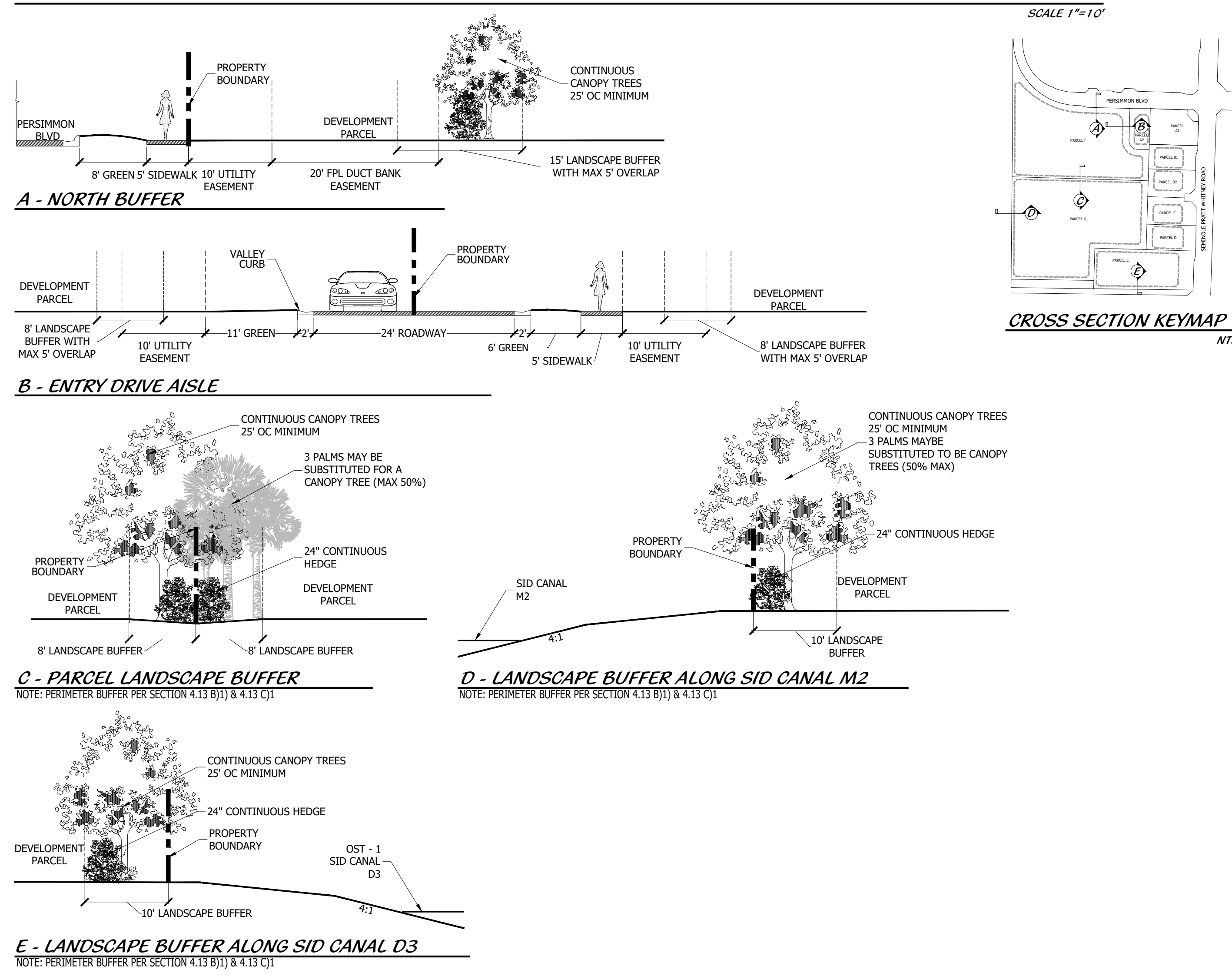


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES
NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

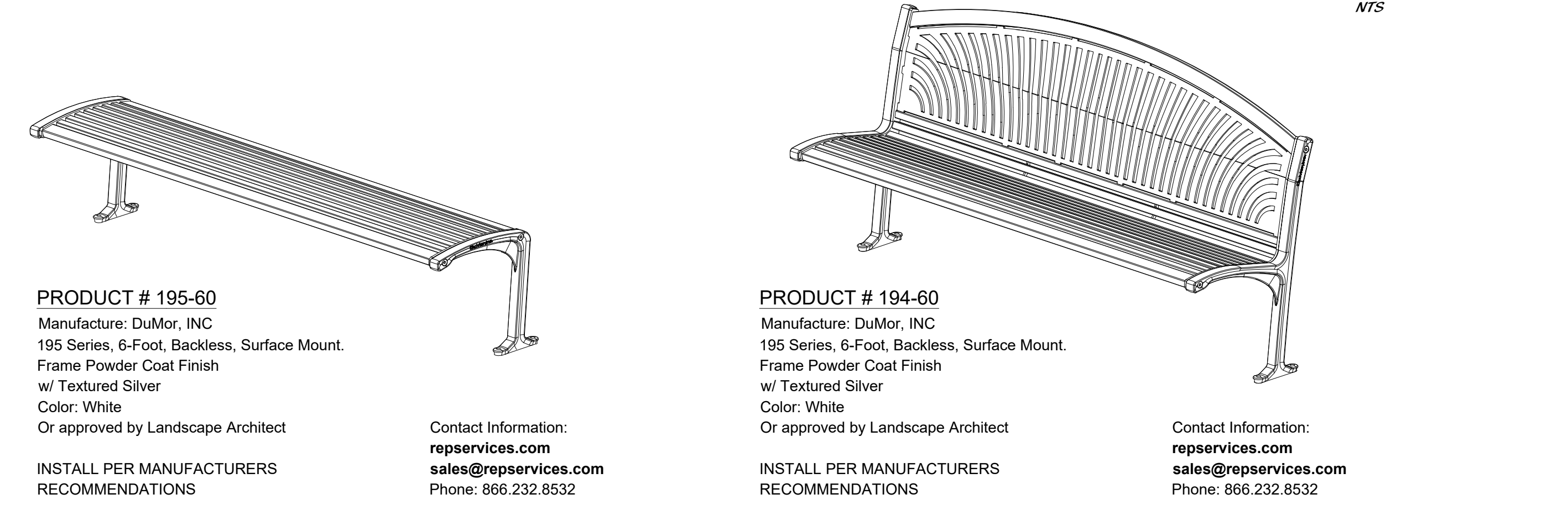
ADA SIGN & SYMBOL DETAIL



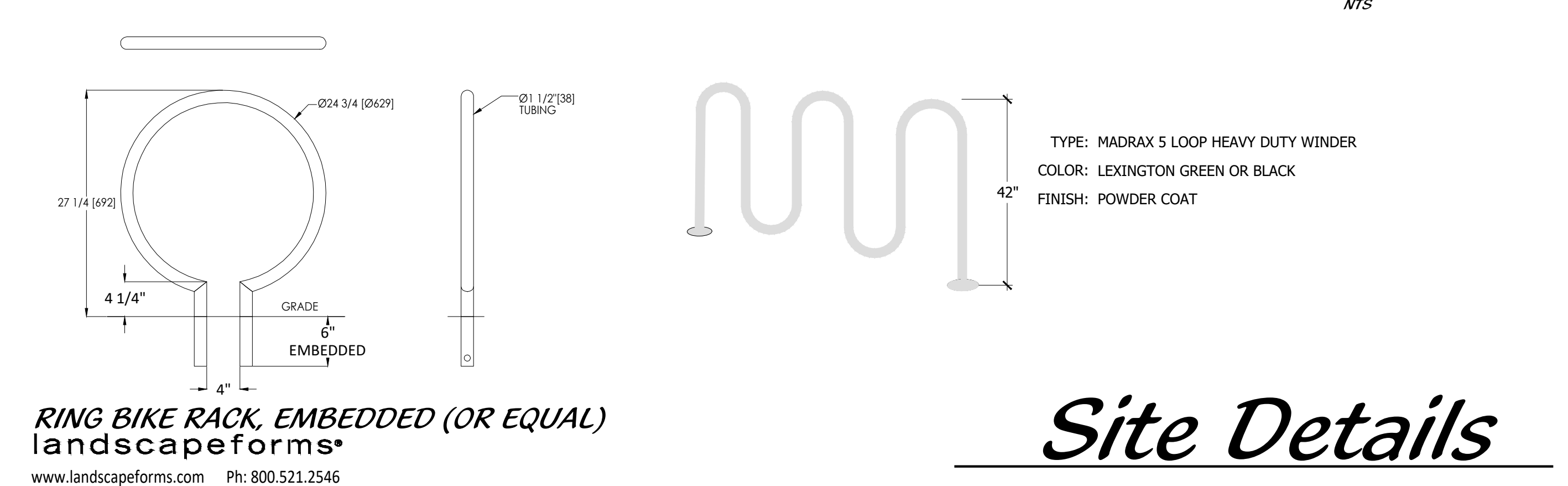
CROSS SECTIONS



BENCH DETAILS



BIKE RACK DETAIL



Site Details

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

WESTLAKE LANDINGS

POD H MASTER PLAN
PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	JAE/RNK
APPROVED	DEH
JOB NUMBER	13-0518.60
DATE	03-25-21
REVISIONS	04-12-21

April 12, 2021 12:01:41 p.m.
Drawing: 13-0518.60 SD.DWG

POD H – “Westlake Landings”

Master Plan Amendment

Justification Statement

March 25, 2021

Revised April 16, 2021

Introduction

The Applicant is requesting an amendment to the previously approved Final Subdivision Plan for POD H, now known as “Westlake Landings,” located within the Westlake Traditional Town Development (TTD). Pod H as platted consists of 50.826 total acres located centrally within the TTD on the west side of Seminole Pratt Whitney Road. Westlake Landings will include the previously approved 7-Eleven 2.0 located on Parcel A-1 in Phase 1 of Pod H. Phase 2 of Pod H, the final phase, will contain parcels B-1, B-2, C, D, E, F and G.

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. To provide consistency with the Development Order and existing zoning, the plan states the FLUA designation as Agricultural Enclave. The property is currently in active construction.

Minto Westlake is roughly co-extensive with 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

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

Ordinance No. 2014-030 approved an amendment to the Comprehensive Plan for the site-specific Agricultural Enclave, including a Conceptual Master Plan and Implementing Principles.

The Ordinance also made various text changes to the Plan related to the Agricultural Enclave Future Land Use. These Amendments were codified and are included as part of the Palm Beach County's Comprehensive Plan.

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

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

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

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

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

On November 13, 2017, Resolution No. 2017-09 approved the final plat for Persimmon Boulevard East Plat 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On July 8, 2019, Resolution No. 2019-12 approved the final plat for 7-Eleven Gas Station.
On July 8, 2019, Resolution No. 2019-15 approved the Site Plan for 7-Eleven Gas Station.

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

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

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

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

On September 9, 2019, Ordinance No. 2019-06 established the Mandatory Signage Design.

On September 9, 2019, Ordinance No. 2019-07 established the Mandatory Landscaping Design and Buffers.

On September 23, 2019, Ordinance No. 2019-09 established Chapter 3 and Adopting of the Zoning Map.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On June 08, 2020, Resolution 2020-12 approved the Plat for Groves of Westlake (Pod 0).

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

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

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

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

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

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

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

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

On September 14, 2020, Resolution 2020-26 approved the Final Plat for Pod T – Estates of Westlake.

On November 09, 2020, Resolution 2020-32 approved the Final Plat for the Westlake Plaza (Publix).

On November 09, 2020, Resolution 2020-33, approved the Master Site Plan for the Publix at Westlake Plaza.

On November 09, 2020, Resolution 2020-34, approved the Site Plan for the Publix Grocery Store, Drive through Pharmacy, Liquor Store , and 9,600 sf of Inline retail.

On November 12, 2020, the City of Westlake approved an amendment (MPA-2020-04) to the Final Master Plan, which allowed minor adjustments to the dwelling unit allocations and land area in Pods N, S, and U.

On December 14, 2020, Resolution 2020-36, approved the Final Plat for Sky Cove South, Phase 1A (Pod N).

On December 14, 2020, Resolution 2020-37, approved the Final Plat for Sky Cove South, Phase 1B (Pod N).

On December 14, 2020, Resolution 2020-38, approved the Master Sign Plan for 7-Eleven 1.0.

On December 14, 2020, Resolution 2020-39, approved the Master Sign Plan for the Publix at Westlake Plaza.

On December 15, the City of Westlake approved an amendment (MPA-2020-05) to the Final Master Plan, which allowed minor adjustments in Pod S.

On January 11, 2021, Resolution 2020-01, approved the Final Plat for Town Center Parkway South-West.

On January 11, 2021, Resolution 2020-02, approved the Final Plat for Pod G South-West.

On February 8, 2021, Resolution 2021-03, approved the Final Plat for Pod S - Phase I, Orchards of Westlake.

On March 8, 2021, Resolution 2021-06, approved the Final Plat for Pod M – Crossings of Westlake.

On March 8, 2021, Resolution 2021-07, approved the Final Plat for Pod S - Phase II, Orchards of Westlake.

Subject Request

The Applicant is seeking an amendment to the master plan approved for Pod H. Pod H will be known as “Westlake Landings” and is situated west of Seminole Pratt Whitney Road, south of Persimmon Boulevard (across the street from the recently approved Publix on Pod G), bounded on the north by the existing Seminole Ridge High School. The Final Plat was previously approved by staff on July 24, 2019, and on October 28, 2019, Resolution No. 2019-36 approved the Plat for Pod H. Moving forward, Pod H will be sub-divided by metes and bounds, whereby no additional platting will be necessary. Westlake Landings will include the previously approved 7-Eleven 2.0 located on Lot A-1 of the plat of Pod H, in Phase 1. . Phase 2 of Pod H, the final phase, will contain parcels B-1, B-2, C, D, E, F and G. Westlake Landings will include a variety of commercial, retail, restaurant, office, self-service storage, industrial and commercial recreational uses which will serve the City of Westlake, as well as the overall western community, and will come online individually as the market demands. The proposed uses for each of the parcels are identified in Table 1.0 on Page 8. Each parcel will require site plan review and approval from the City of Westlake.

Currently, Pod H - Parcel A-1 in Phase 1 is under construction with the recently approved 7-Eleven (2.0) gas station and convenience store. The parcels located in Phase 2 (B-1, B-2, C, D, E, F and G) as depicted on the “Westlake Landings Pod H Master Plan” will be further subdivided by metes and bounds.

Pod H has a Mixed-Use zoning designation allowing a variety of Commercial, Retail, and Industrial uses. All of the uses contemplated 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. Westlake Landings is requesting master plan approval. The proposed uses for individual parcels are considered 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. Individual site plans will require separate review and approval by the City of Westlake. The master plan will require approval by the Westlake City Council with public notice as required by Article 2, Table 2.3.

TABLE 1.0

PARCEL DATA	ACRES	SQ.FEET	PERCENT
PARCEL A 1 CONVIENENCE STORE W GAS	2.477	107,902	4.87%
PARCEL A 2 RESTAURANT, FAST FOOD W DRIVE THRU	1.177	51,267	2.32%
PARCEL B 1 RETAIL/RESTAURANT, FAST FOOD W DRIVE TH	1.684	73,373	3.31%
PARCEL B 2 RETAIL/RESTAURANT, FAST FOOD W DRIVE TH	1.818	79,196	3.58%
PARCEL C 1 RESTAURANT, FAST FOOD W DRIVE THRU	1.871	81,500	3.68%
PARCEL C 2 RESTAURANT, FAST FOOD W DRIVE THRU	1.810	78,865	3.56%
PARCEL E SELF SERVICE STORAGE	5.751	250,535	11.32%
PARCEL F COMMERCIAL RECREATION	14.435	628,779	28.40%
PARCEL G OFFICE/LIGHT INDUSTRIAL	17.411	758,403	34.26%
DRY RETENTION AREA	1.000	43,567	1.97%
OST 1-SID D-3 CANAL	1.391	60,599	2.74%
TOTAL PARCEL DATA	50.826	2,213,986	100.00%

BUILDING DATA

	SQ.FEET	
PARCEL A 1 CONVIENENCE STORE W GAS	4,500	16 FUELING POSITIONS + CAR WASH
PARCEL A 2 RESTAURANT, FAST FOOD W DRIVE THRU	3,500	
PARCEL B 1		
RETAIL	4,500	
RESTAURANT FAST FOOD W DR THRU	2,500	
PARCEL B 2		
RETAIL	4,500	
RESTAURANT FAST FOOD W DR THRU	2,500	
PARCEL C 1 RESTAURANT, FAST FOOD W DRIVE THRU	3,585	
PARCEL C 2 RESTAURANT, FAST FOOD W DRIVE THRU	3,585	
PARCEL E SELF SERVICE STORAGE	140,000	
PARCEL F COMMERCIAL RECREATION	TBD	14.435 ACRES
PARCEL G		
OFFICE	35,000	
LIGHT INDUSTRIAL	150,000	
TOTAL	354,170	

Conclusion

The Applicant is requesting approval of Pod H Master Plan, “Westlake Landings”, 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.



March 24, 2021

Job No. 19-106

DRAINAGE STATEMENT

Westlake Landings
City of Westlake, Florida

SITE DATA

The subject parcel is located at the southwest corner of Seminole Pratt Whitney Road and Persimmon Boulevard West (aka Pod H) in the City of Westlake, Florida. The parcel was previously platted and contains approximately 50.83 acres. Proposed site development consists of 354,170 SF of building area as part of the Traditional Town Development (TTD) and includes the previously approved 7-Eleven 2.0 located on Lot 1 along with 8 new development parcels to be located on Lot 2. For additional information regarding site location and layout, please refer to the site plan prepared by Cotleur & Hearing.

PROPOSED DRAINAGE

The site is located within the boundaries of the South Florida Water Management District (SFWMD) C-51 Basin, Seminole Improvement District (S.I.D.) and the City of Westlake. It is proposed that runoff be directed to on-site inlets and storm sewer with discharge to a proposed detention area for ½” dry pre-treatment prior to discharging to the Seminole Improvement District M2 Canal. Parcels A1, A2, B1, B2, C, D, and E will discharge to a proposed dry retention area in the southwest corner of the pod. Parcels F and G will be responsible for providing separate dry pretreatment areas. Legal positive outfall is available via connection to the Master Drainage System. The master development has been permitted under SFWMD ERP No. 50-00021-S. Land use is consistent with the master permit for commercial areas. Under the Master Permit, commercial areas are allowed to contain up to 85% impervious area.

Drainage design is to address the following:

1. Project shall be designed in compliance with Master Conceptual South Florida Water Management District Permit.
2. A ½” dry water quality pre-treatment to be provided prior to discharge to the master stormwater management system.

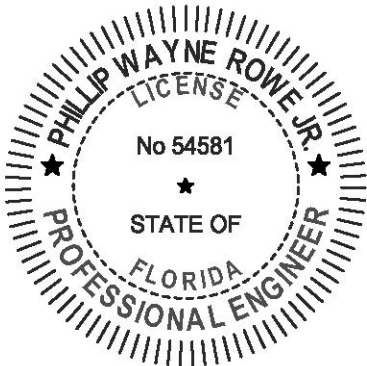
Drainage Statement

PROPOSED DRAINAGE (Continued)

3. Building floor elevations to be set 12” above the level produced by the 100 year – 3 day (zero discharge) rainfall event for the master development. The 100 year – 3 day storm stage per Master Conceptual Permit equals 19.8 NAVD. Minimum Finished Floor Elevation to be set at Elevation 20.8 NAVD and shall be 18” minimum above adjacent road crown.
4. Allowable discharge to be in accordance with South Florida Water Management District and Seminole Improvement District criteria.

Required Permits/Approvals:

1. City of Westlake – Engineering Review
2. Seminole Improvement District – Drainage Permit
3. South Florida Water Management District – Major Permit Modification



This item has been electronically signed and sealed by Phillip W. Rowe, Jr., P.E. on March 24, 2021 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Phillip W Rowe
2021.03.24 16:14:23
-04'00'

Phillip W. Rowe, Jr., P.E.
FL Reg. No. 54581

THIS INSTRUMENT WAS PREPARED BY:

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Suite 123
Palm Beach Gardens, Florida 33410

AMENDED AND RESTATED

DECLARATION

OF

COVENANTS

FOR

WESTLAKE LANDINGS
(F/K/A/ WESTLAKE COMMERCIAL POD H)

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS
FOR
WESTLAKE LANDINGS**

THIS AMENDED AND RESTATED DECLARATION is made this ___ day of _____, 21 by **MINTO PBLH, LLC**, a Florida limited liability company ("**Declarant**"), who declares hereby that "**The Properties**" described on **Exhibit "A"** hereto and in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

This instrument amends and restates that certain Declaration of Covenants for Westlake Commercial Pod H originally recorded in Official Records Book 31337, Page 825 of the Public Records of Palm Beach County, Florida and is made by Declarant under its authority to do so set forth in Article XI, Section 5, of said Declaration.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Assessments" shall mean and refer to the sums payable by Owners as to their Parcels as more particularly described in Article V of this Declaration.

(b) "Board" or "Board of Directors" shall mean the board of directors of the POA elected as provided in its Articles of Incorporation and By-Laws.

(c) "Building" shall mean and refer to the primary structure located on a Parcel and, where the context so requires, any and all other structures and improvements constructed for the exclusive use of an Owner of a Parcel, or such Owner's Permittees whether above or below ground, including, without limitation, any equipment related to the dispensing of gasoline and other petroleum products, on a Parcel.

(d) "City" shall mean and refer to the City of Westlake, Florida as a governmental entity or, where the context requires, a geographical location.

(e) "Common Areas" shall mean and refer to The Properties legally described in **Exhibit "B"** attached hereto and made a part hereof, plus all property designated as Common Areas in Article IV, Section 2 hereof; exclusive of any Buildings; together with the landscaping and any improvements thereon, including, without limitation, all signage, private roadways and sidewalk areas, open space, walkways, irrigation systems and

street lights, if any, but excluding any public utility installations thereon, and any other property of Declarant not intended to be made Common Areas.

(f) "County" shall mean and refer to Palm Beach County, Florida as a governmental entity and all divisions and departments thereof as well as its Constitutional Officers or, where the context requires, a geographical location.

(g) "Declarant" shall mean MINTO PBLH, LLC, a Florida limited liability company, its successors and assigns. Declarant may assign all or only a portion of its rights, benefits and protections hereunder and may do so on an exclusive or non-exclusive basis. Any such assignment shall be in writing and recorded in the Public Records of the County, Florida.

(h) "District" shall mean and refer to Seminole Improvement District, an independent special district of the State of Florida.

(i) "Governmental Requirement" shall mean and refer to any obligation, requirement, condition, restriction or other term imposed upon The Properties by any governmental or quasi-governmental agency (including, without limitation, Palm Beach County, Florida and the hereinafter defined SFWMD) by way of development order, permit, approval, plat, statute, law, rule, code, ordinance or other means. Notwithstanding the foregoing, none of the foregoing shall be deemed to be within the definition of Government Requirement in the form of a later adopted or imposed matter if The Properties would otherwise be deemed "grandfathered" under such later matter.

(j) "Ground Lease" shall mean and refer to a long-term lease of a Parcel(s) under which the lessee occupying Parcel takes on a preponderance of the characteristics of an Owner. The Lessor under a Ground Lease shall be referred to herein as a Ground Lessor.

(k) "Owner" shall mean and refer to all those persons or entities who are Owners of the Parcels as provided in Article III hereof. As well, any lessee under a Ground Lease shall be deemed an Owner hereunder as to the Parcel which is leased to it if the Ground Lessor so notifies the Association in writing and each such Ground Lessee agrees in writing to assume such Owner rights and obligations. In the event that an association is created to govern all of the portions of a Parcel which is subdivided by Declarant or a successor in title thereto, such association shall act as the Owner of all of what was the Parcel (before being subdivided) for purposes of voting and paying assessments hereunder as well as for compliance with the other provisions of this Declaration as to any common areas / common elements created by such subdivision.

(l) "Owner's Permittees" shall mean and refer to a person or entity described in Article III, Section 3 of this Declaration.

(m) "Parcel" shall mean and refer to a segment of property within the Properties constituting a separate, platted parcel of land on which a Building is or is to be located.

The Parcels hereunder consist of Parcel 1 and Parcel 2, as shown on the Plat of The Properties.

(n) "Plat" shall mean and refer to that certain Plat entitled Westlake POD H recorded in Plat Book 129, Page 135 of the Public Records of Palm Beach County, Florida, including any future re-plats of same or any portion thereof.

(o) "POA" shall mean and refer to WESTLAKE LANDINGS PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit. The Articles of Incorporation and By-Laws of the POA are attached hereto as Exhibits "D" and "D", respectively and reference herein to this Declaration shall be deemed to include such Exhibits, as amended from time to time.

(p) "Surface Water Management System" or "SWMS" shall mean and refer to the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted by the South Florida Water Management District ("**SFWMD**").

(q) "The Properties" shall mean and refer to all land and improvements subject to this Declaration.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
SUPPLEMENTAL DECLARATIONS

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Palm Beach County, Florida, and is more particularly described in **Exhibit "A"** attached hereto, all of which real property (and all improvements thereto) is herein referred to collectively as "**The Properties**".

In the event that a Parcel is subdivided as contemplated in this Declaration, then Declarant (or, if Declarant no longer owns any portion of The Properties, the Association joined by the Owner(s) of the applicable property shall execute and record a Supplemental Declaration allocating the votes and assessments attributable to the original Parcel to the Parcels resulting from the subdivision process and such resulting Parcels shall then and thereafter have such assessment and voting allocations. Such allocations shall be based upon the gross acreage of each Parcel, rounded up or down to result in a whole number at rates and shares of assessments.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;
OWNER'S PERMITTEES

Section 1. Membership.

Each of the Owners shall be a member of the POA and the Owners shall have the number of votes for its Parcel described in **Exhibit "B"**, with the Parcels being depicted on **Exhibit "C-1"**. Notwithstanding the foregoing, as long as Declarant owns a Parcel, it shall have the right to appoint a majority of the Board of Directors of the POA, provided that the other members may elect the remaining director(s). In the event that any Parcel is subdivided by re-plat or other method (including a portion thereof being subjected to a Ground Lease thereby creating a functionally separate Parcel), then the foregoing voting allocation shall be recalculated based up the total area (measured in square feet) of each Parcel relative to the entire area of the Plat less any portion thereof dedicated to the City, County or District or other governmental entity.

Section 2. General Matters.

When reference is made herein, or in the Articles, By-Laws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present in person or by proxy at a duly constituted meeting thereof (*i.e.*, one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels.

In the event of any conflict among the various documents creating, governing or administered by the POA, the following order of priority and control shall apply: this Declaration, the Articles of Incorporation of the POA, the By-Laws of the POA and any rules and regulations adopted by the POA. Additionally, should any recorded covenants, restrictions, easements or other instruments applicable to a specific Parcel(s) exist, then such instrument shall have first priority with respect to its subject matter as it effects the applicable Parcel(s).

Section 3. Owner's Permittees.

The rights of access, the use restrictions provided for herein and any rules and regulations of the POA shall extend to and include not only the Owners but also the invitees, tenants, employees and others using The Properties with the permission of any Owner, such parties being referred to in this Declaration as an Owner's Permittee.

ARTICLE IV
COMMON AREAS; CERTAIN EASEMENTS

Section 1. Owners' Easements.

Except for Limited Common Areas, if any, and portions of The Properties designated as Common Areas solely for maintenance or other limited purposes, as herein specified, each Owner, and each Owner's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Owners and Owner's Permittees in such manner as may be regulated by the POA.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the POA to levy assessments for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with all Governmental Requirements and for the general operation of the Association.

(b) The covenants and restrictions contained in this Declaration and the additional right of the POA to adopt at any time, and from time to time enforce reasonable rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Owners as hereinafter provided, provided such rules and regulations are applied uniformly to all Owners and do not materially adversely affect a specific Owner (or set of Owners) or the Owners' Permittees. Any rule and/or regulation so adopted by the POA shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon for their intended purposes shall extend to all Owners' Permittees, subject to this Declaration and further regulation from time to time by the POA in its lawfully adopted and published rules and regulations.

(d) The right of the POA to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(e) The right of the POA, to dedicate or convey portions of the Common Areas to any other association having similar functions, or any public or quasi-public agency, special district or similar entity under such terms as the POA deems reasonably appropriate and to create or contract with the other association, community development and special taxing districts for lighting, roads, or other services, or communications and other similar purposes deemed reasonably appropriate by the POA (to which such dedication or contract all Owners, by the acceptance of the deeds, to their Parcels, shall be deemed to have consented, no consent of any other party, being necessary).

Section 2. Nature of Common Areas.

The Common Areas, if any, will, for the most part, consist of easements dedicated to the POA on the Plat of The Properties, by separate recorded instrument or in this Declaration. As to road rights-of-way, the centerline of same are intended to be the boundary lines of the adjacent Parcels on which they are located. As well, various monument and directional signage may be located on Parcels per separate easements for same. In such cases, the signage itself (but, not the underlying land) shall be deemed to be Common Areas. Accordingly, it is contemplated that there will not be a conveyance of the fee simple title to the Common Areas to the POA, except for the dry retention area in the southwest corner of The Properties as indicated on **Exhibit "C-1"**. Additionally, street lighting shall not be deemed a Common Area regardless of its location but the Association shall bear the costs associated with its operation by payment to Florida Power and Light Company or its successor in interest.

Section 3. Maintenance.

The POA shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas including, without limitation, rights of way, roads, streets or access easements not constituting part of a Parcel; utility easements/tracts or facilities not maintained by a public utility provider; and conservation or preservation easements/areas, if any and, to the extent not otherwise provided for, the drainage structures, landscaping, improvements and other structures situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the POA. Without limiting the generality of the foregoing, the POA shall assume all of Declarant's and its affiliates' responsibility to the City, the County, the South Florida Water Management District, and all other state and local governmental entities of any kind with respect to the Common Areas and shall indemnify and hold the Declarant and its affiliates harmless with respect thereto.

To the extent a Common Area consists of an easement over, under or through a Parcel, the POA's responsibility for the maintenance thereof shall be limited to maintaining the functionality of the easement for its intended purpose (e.g., drainage as part of the SWMS or signage as provided below) and not the lands subject to the easement (e.g., landscaping or pavement), except to the extent damaged or altered by the POA's activities thereon.

All work pursuant to this Section and all expenses incurred or allocated to the POA pursuant to this Declaration shall be paid for by the POA through assessments (either general or special) imposed in accordance herewith.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Cross-Access.

Declarant does hereby grant and declare that all means of ingress and egress located on each Parcel shall be subject to a perpetual but non-exclusive easement in favor of the other Parcel(s) for such vehicular and pedestrian ingress and egress as is necessary for the use and benefit of the other Parcel(s); provided, however, that as to Parcel 1 as shown on the Plat of The Properties, the following areas are specifically excluded from this Section 4: any areas located directly under any motor fuel canopy or above any underground storage tank, and any access drives or drive through lanes serving a car wash facility.

Neither Owner nor any future Owner(s) of any Parcel(s) will erect any curbs, fences, gates, barriers, landscaping or other obstruction of any kind or which would prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic, without charge, of a sufficient nature to satisfy the requirements of this Section, except for temporary interruptions for maintenance, repair or replacement purposes or special events. This provision shall not, however, prevent the installation and use of a gate(s) on a Parcel where there is no necessity of access over such Parcel or the portion restricted by the gate.

THE FOREGOING EASEMENTS ARE NOT INTENDED AND WILL NOT BE CONSTRUED AS A DEDICATION OF THE PROPERTIES FOR PUBLIC USE NOR AS GRANTING AN EASEMENT FOR PARKING OR CROSS-PARKING BETWEEN OR ON THE PARCELS.

Section 5. Driveway Connection.

In the event any Owner, tenant or other occupant of a portion of The Properties constructs a drive and/or curb cut on such party's Parcel which directly connects to the driveway connecting Parcel A-1 to the extension of Persimmon Boulevard (being a Common Area) depicted on **Exhibit "C-1"**, to the extent that any of such property is not maintained as a Common Area by the Association (such property being referred to herein as the "**Driveway**"), the party connecting to the Driveway shall be responsible for reimbursing the Owner of Parcel A-1 for its *pro rata* share (based upon net acreage of such connecting Parcel and the Parcel originally served by the Driveway) of the monthly costs and expenses incurred by such Parcel A-1 Owner for the maintenance, repair and replacement, as necessary, of the Driveway. Such payment shall be made within thirty (30) days of the issuance of an invoice for such share and any amounts not paid when due shall bear interest at the rate equal to the lesser of eight percent (8%) per annum or the maximum rate of interest permitted by law.

Section 6. Common Area Sign Maintenance Easements.

Declarant may, from time to time, obtain or reserve easements on Parcels for the placement/construction of monument, directional and other signs serving all or portions of The Properties. In such cases, Declarant will also obtain and cause to be recorded a

Sign Maintenance Easement under which the Association is the Grantee and which will provide for the Association to maintain the sign and related improvements on the portion of the Parcel subject to such easement.

In the case of monument signs, the design, appearance and placement thereof and any replacements or substitutions of signs shall be determined by Declarant in its sole discretion (but in compliance with, all Governmental Regulations), in all cases for so long as Declarant owns any portion of The Properties. During such time, Declarant shall have the sole right to assign the right to use space on each monument sign to Owners or occupants of Parcels by written assignment, a copy of which shall be delivered to and retained by the Association. Thereafter, the Owner of the Parcel containing a business benefitted by any such sign shall have the right to replace same and/or to assign to another Parcel the right to use the space occupied by such sign, such assignment to be made by written notice to the Association and not recorded in public records. Such signage, replacement or substitution shall be at the sole cost of Declarant or, if applicable, the Parcel Owner but the maintenance of the signage and related improvements shall be by the Association as stated in the immediately preceding paragraph.

In the event that a sign is located in a Rural Parkway Easement in favor of the District and the County, then such sign shall only be a Context-Sensitive Community Information Monument as provided in such Easement and shall be continuously used and maintained as such.

Section 7. Public Easements.

Fire, police, health, sanitation, postal service and other public service and public utility personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 8. Limited Common Areas.

The POA may designate portions of the Common Areas as being Limited Common Areas, the use of which is restricted to one or more Parcels to the exclusion of others. By way of example only, signage along a roadway Common Area pertaining to only one Parcel would be a Common Area of such Parcels. In making such designation, the POA may, but shall not be required to, provide (i) that the cost of maintaining the particular Limited Common Area shall be assessed only against the benefitted Parcel(s) as a Benefitted Assessment, or (ii) that the Owner(s) of the Parcel(s) maintain the Limited Common Area.

Section 9. Disclaimer of Warranties.

DECLARANT, ON BEHALF OF ITSELF AND ITS SUCCESSORS, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, ENGINEERS, PLANNERS, ATTORNEYS AND OTHER PROFESSIONALS PARTICIPATING IN THE DESIGN,

DEVELOPMENT AND CONSTRUCTION OF THE PROPERTIES (COLLECTIVELY, THE "DISCLAIMING PARTIES") HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS, MERCHANTABILITY, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS AND OTHERWISE WITH RESPECT TO ALL OF THE PROPERTIES. EACH OWNER AND OWNER'S PERMITTEE, BY VIRTUE OF ACCEPTING TITLE TO A PARCEL OR MAKING USE THEREOF OR OF ANY COMMON AREA, SHALL BE DEEMED TO HAVE WAIVED AND RELEASED THE DISCLAIMING PARTIES FROM ANY AND ALL, CLAIMS, DAMAGES AND LIABILITIES ARISING FROM OR CONNECTED WITH THE DESIGN, DEVELOPMENT OR CONSTRUCTION OF THE PROPERTIES.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

Except as provided elsewhere herein, Declarant, for all Parcels within The Properties, hereby covenants and agrees, and each Owner owning or administering a Parcel shall be deemed to covenant and agree, to pay to the POA annual Assessments and other charges provided for in this Declaration. Such Assessments and other charges are for the operation of, and for payment of expenses allocated or assessed to or through, the POA, the maintenance, management, operation and insurance of the Common Areas and Surface Water Management System, including such commercially reasonable reserves as the POA may deem commercially reasonably desirable, as well as for all other reasonable costs incurred by the POA in the performance of its functions. All Assessments and other charges hereinafter referred to or lawfully imposed by or on the POA, are to be fixed, established and collected from time to time as herein provided. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such Assessment is made. Such lien to be effective as of the date of this Declaration.

Section 2. Assessment Types.

Assessments hereunder shall be of the following types:

"Base Assessments" shall be the Assessments for expenses which are common to all Owners.

"Benefited Assessments" shall be the Assessments for expenses which are for the primary (though not necessarily sole) benefit of one more of Parcel or to a subgroup of same. Only an Owner(s) benefited by the expenses for which the Benefited Assessments are levied shall pay such Benefited Assessments. The Board of Directors' determination of what constitutes an expense for which a Benefited Assessment is to be levied, as

well as upon which Parcels they are to be so levied, shall be binding and conclusive as long as not wholly unreasonable.

"Special Assessments" shall be those Assessments for expenses resulting from unforeseen occurrences (e.g., uninsured casualty loss) or which are otherwise of such a nature that they occur less frequently than annually but which, in the reasonable discretion of the Board of Directors, is properly collected in a manner other than through the other types of Assessments designated herein. Special Assessments shall also include those charges specified elsewhere in this Declaration as Special Assessments. The Board of Directors shall also determine those Owners liable for Special Assessments in accordance with the nature of the expense for which they are levied. By way of example only, if the POA is to install improvements primarily benefiting, and particularly if requested by, one type of Owner, then the Special Assessment for same shall be levied only against the benefited Owner(s). On the other hand and, again, only by way of example, if a Special Assessment is for an expense benefiting all of the Owners, then the Special Assessment shall be allocated in the same manner as Base Assessments.

Section 3. Assessment Rates.

Base Assessments shall be allocated to the Parcels, in whole units of Assessments, as listed in **Exhibit "C"**. Accordingly, each Parcel's percentage share of Base Assessments and Special Assessments, shall be the number of Assessments allocated to the Parcel divided by forty-five (45).

In the event that any Parcel is subdivided by re-plat or other method (including a portion thereof being subjected to a Ground Lease thereby creating a functionally separate Parcel), then the foregoing assessment allocation shall be based upon gross acreage as provided in Article II hereof less any portion thereof dedicated to the City, County, District or other governmental entity.

Benefited Assessments shall be allocated (i) 100% to the benefited Parcel, if only one, or (ii) per the ratios of the percentages shown on the above list, if two.

Special Assessments shall be allocated in the same manner as Base Assessments or Benefited Assessments, as applicable.

Section 4. Purpose of Assessments.

The Assessments levied by the POA shall be used exclusively for the purposes expressed in this Declaration including, without limitation, for the enforcement of this

Declaration, the maintenance, repair and insurance of the Common Areas and the Surface Water Management System and the administration of the POA. Commercially reasonable reserves for capital improvement, deferred maintenance and/or other purposes may be established and collected as Assessments at the option of the Board of Directors.

Section 5. Capital Improvements.

Funds which, in the aggregate, exceed thirty percent (30%) of the total amount of the then-current operating budget of the POA in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the POA and which have not previously been collected as reserves or are not otherwise available to the POA (*e.g.*, by borrowing) shall be levied by the POA as Assessments only upon approval of a majority of the Board of Directors of the POA and upon approval by two-thirds (2/3) favorable vote of the Owners of the POA voting per Article II, hereof at a meeting or by proxy as may be provided in the By-Laws of the POA. Assessments for capital improvements, unless collected in the form of revenues, shall be deemed Special Assessments to be levied in accordance with Section 2 of this Article V.

Section 6. Date of Commencement of Assessments; Due Dates.

The various Assessments provided for in this Article V, other than those of a nonrecurring nature, shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31.

The Base Assessments and Benefited Assessments shall be payable in advance in monthly installments, or in annual, semi-annual or quarter-annual installments if so determined by the Board of Directors of the POA (absent which determination they shall be payable quarterly).

The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted. The original Assessments for any year shall be levied for the calendar year, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any Special Assessment shall be fixed in the Board resolution authorizing such Assessment.

Section 7. Duties of the Board of Directors.

The Board of Directors of the POA shall fix the amount of the Assessments against the Parcels subject to the POA's jurisdiction for each Assessment period, to the extent practicable, in advance of such period, and shall, at that time, prepare a roster of the Parcels and Assessments applicable thereto which shall be kept in the office of the POA and shall be open to inspection by any Owner.

Written notice of the Assessment shall thereupon be sent to every Owner subject thereto at least thirty (30) days prior to the due date of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Subject to other provisions hereof, the POA shall upon demand (and in any event within twenty (20) days of the POA's receipt of such written request) at any time furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the POA, setting forth whether such Assessment has been paid as to any particular Parcel. Such certificate shall be conclusive evidence of payment of any Assessment to the POA therein stated to have been paid. The POA may charge a commercially reasonable fee for such certificate or, alternatively, its management company (if any) may do so, such fee in no event to exceed \$300.00.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the POA.

If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Parcel as to which the Assessment was not paid, which lien shall bind and encumber such property.

In the case of a failure of a Sub-Association to pay any Assessments hereunder, the lien created hereby shall extend to and include each Unit subject to the jurisdiction of the Sub-Association, but the owner of a Unit subject to the Sub-Association's jurisdiction may obtain a partial release of such lien by paying an apportioned share of the overdue Assessment, and all other fees and charges related thereto, applicable to such Parcel. Such share shall be determined in the same manner as assessments of the Sub-Association itself are allocated. Upon the payment of such proportionate share, the paying Unit owner shall be entitled to recover the amount paid, plus interest thereon at the legal rate and the costs of collection thereof, from the Sub-Association to the extent same collected the assessment from the owner.

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Board, a late charge not greater than five percent (5%) of the amount of such unpaid installment may be imposed. However, only one late charge may be imposed on any one unpaid installment. If such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to

additional late charges. Each other installment thereafter coming due shall be subject to one late charge each as aforesaid. All unpaid assessments due hereunder shall bear interest at the rate of eight percent (8%) per annum from the date when due until paid. All sums collected hereunder shall be applied first to interest, then to late charges, then to collection costs and then to assessments, beginning with the oldest which are unpaid.

In order to collect any sums due hereunder, the POA may: (i) bring an action at law against the Owner(s) obligated to pay the same; (ii) record and foreclose a claim of lien (as evidence of its lien rights as hereinabove provided for); or (iii) pursue one or more of such remedies at the same time or successively. All reasonable attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in any such action shall be added to the amount of such Assessments, late charges and interest, as shall any reasonable attorneys' fees and costs incurred in enforcing such judgment and right to collection. In the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the POA.

Section 9. Subordination of the Lien.

The lien of the Assessments provided for in this Article shall relate back to the date of the recording of this Declaration but shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the POA of a claim of lien) held by an institutional mortgage lender, as well as any Ground Lease, which is now or hereafter placed upon a Parcel, provided, however, that any such mortgage lender or Ground Lessor when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure) or termination of the ground lease. Any unpaid Assessment which cannot be collected by way of a lien by reason of the provisions of this Section 9 shall be deemed to be an Assessment divided equally among, payable by and a lien against all Parcels subject to Assessment by the POA, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place. No mortgagee shall be required to collect Assessments. The lien provided for herein shall also be subject and subordinate to the lien for assessments set forth in the Village Declaration. Notwithstanding the foregoing, if the POA has been notified in writing of the existence of a tenant under a Ground Lease or mortgagee on any Parcel, then prior to the POA foreclosing on any lien under this Declaration, the POA shall first provide such tenant and/or mortgagee written notice of such claim for the lien and an opportunity to cure such lien within thirty (30) days following such tenant's and/or mortgagee's receipt of such written notice from the POA.

The POA shall promptly upon request (and in any event within twenty (20) days of the POA's receipt of such written request), provide written confirmation (in recordable form, if requested) to any mortgage holder or Ground Lessor that they have the status of such under this provision as well as the balance of this Declaration and such confirmation shall be binding and conclusive not only as to the POA but also any other party affected hereby.

Section 10. POA Funds.

The regular Assessments collected by the POA shall be held by the POA (or by a management entity in the POA's name) and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or other financial institutions, the deposits of which are insured by an agency or chartered corporation of the United States.

ARTICLE VI
MAINTENANCE OF BUILDINGS AND PARCELS

Section 1. Exteriors of Buildings.

Each Owner shall maintain the exterior surfaces of the Building (including signage) and all structures and other non-Common Area (except a Limited Common Area as to which the Owner of the Parcel is assigned maintenance duties per this Declaration) improvements located on each Parcel in a neat orderly and attractive manner and consistent with the general appearance of The Properties. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the reasonable judgment of the POA).

Section 2. Parcels.

The Owner shall also maintain the trees, shrubbery, grass and other landscaping on each Parcel (and any Limited Common Area as to which the Owner is assigned maintenance duties by this Declaration, and all parking and driveway areas, lighting and irrigation systems and free-standing signage (other than Common Area signs) in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. Without limiting the generality of the foregoing, each Parcel Owner shall be responsible for the installation and maintenance of sidewalks, swales and buffer landscaping on the Parcel adjacent to a Common Area roadway. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of The Properties as initially landscaped and improved taking into account prevailing weather and seasonal fluctuations (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The foregoing maintenance requirements shall not apply to any

portion of a Parcel subject to the Rural Parkway Easement providing for the District to maintain such land.

Section 3. Remedies for Noncompliance.

In the event of the failure of an Owner to maintain a Building or Parcel in accordance with this Article, the POA shall have the right, upon thirty (30) days' prior written notice to the Owner (and to any tenant of Owner which Owner has notified the existence of in writing to the POA) at the address last appearing in the records of the POA, to enter upon the subject Parcel and perform such work as is necessary to bring the Building into compliance with the standards set forth in this Article. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration (including, without limitation, the imposition of fines or Special Assessments or the filing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges.

In the event that the POA performs any remedial work on a Building pursuant to this Article, the costs and expenses thereof shall be deemed a Special Assessment under Article V Section 2. of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing the POA to assume same, and, additionally, to reimburse the POA for administrative expenses incurred, the Board of Directors may impose a surcharge of not more than ten percent (10%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid Special Assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the POA in its sole reasonable discretion.

Section 5. Right of Entry.

There is hereby created an easement in favor of the POA and its applicable designees over each Parcel for the purpose of entering onto such Parcel in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

Section 6. Limited Exemption for Construction.

To the extent that a Unit on a Parcel is under construction the provisions of this Article shall not apply to such Parcel until such time as the construction of the improvements thereon is completed as evidenced by the issuance of a certificate of occupancy therefor.

Notwithstanding the foregoing, each Parcel upon which construction (including, grading and site work) is being conducted shall be maintained in good order using best practices for such activities. Without limiting the generality of the foregoing, debris shall be kept in dumpsters and promptly removed as frequently as necessary, no unsightly

plant growth shall be permitted, no run-off of soil or any other substance onto another Parcel, Common Areas or public roads shall be permitted and appropriate fencing shall be installed so as to adequately prevent unauthorized entry onto the Parcel. Declarant may impose additional requirements and restrictions for construction activities on a particular Parcel(s) per an agreement with the Owner thereof.

ARTICLE VII **CERTAIN USE RESTRICTIONS**

Section 1. Compliance with Governmental Requirements.

All portions of The Properties shall be developed, occupied, used and maintained in accordance with all Governmental Requirements.

Section 2. Prohibited Uses.

The following uses shall be prohibited within The Properties: (i) the operation of a convenience store operated by a national convenience store chain, including, without limitation, Cumberland Farms, Circle K, Stop N Shop, On the Run, High's, QuickChek, Store 24, WaWa, or Kwik Stop and (ii) the retail sale of motor fuels or a car wash.

Section 3. Additional Restrictions.

The Declarant may, in the event of a conveyance of a Parcel, impose additional use restrictions and conditions upon such Parcel as Declarant may desire and may, but shall not be required to, assign the right to enforce same to the POA in whole or in part and on an exclusive or non-exclusive basis.

Section 4. Alterations of Common Areas.

No Owner shall make any alterations to the Common Areas (including the SWMS); provided, however, that an Owner may alter the (easement) Common Areas within the Owner's applicable Parcel if approved by the POA (and SFWMD as to alterations to the SWMS) in its sole discretion, with the plans for, and construction of, such alteration to be governed as provided in Section 5 of this Article. In the event any such alteration increases the costs of the POA's maintenance of the applicable Common Areas or any other related expenses of the POA, then the amount of increase shall be levied against the Parcel as a Benefited Assessment.

Section 5. Use of Common Areas.

No Common Areas shall be used for purposes other than their usual and customary intended purpose (*i.e.*, parking, driveway, pedestrian access, landscaping and signs) without the prior written approval of the POA (not to be unreasonably withheld), including such conditions as the POA may reasonably impose. By way of example only,

a party wishing to have a special event in the Common Areas within a particular Parcel may be approved to do so on reasonable conditions, such as providing proof of insurance, scheduling of the event and restrictions on temporary installations such as tents and signs and similar conditions.

Section 6. Architectural Review.

No building, wall, fence or other structure or improvement of any nature (including, but not limited to, hedges, other landscaping, exterior paint or finish, play structures, awnings, shutters, hurricane protection, decorative plaques or accessories, site furniture, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Parcel until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Review Committee (the "**ARC**") which shall be a committee appointed by the Board of Directors of the Association, absent such appointment with the Board to serve in such capacity have been reasonably approved, if at all, in writing by the ARC and all necessary permits and approvals under any and all Governmental Requirements are obtained. Each building, wall, fence or other structure, improvement or alteration of any nature, together with landscaping, shall be erected, placed or altered upon a Parcel only in accordance with the plans and specifications and Parcel plan approved by the ARC and per all applicable Governmental Requirements. Refusal of approval of plans, specifications and Parcel plans, or any of them, may be based on any reasonable ground, including purely aesthetic grounds, which in the sole and reasonable discretion of said ARC seem reasonably sufficient. Any material change in the exterior appearance of any building, wall, fence or other structure or improvements, and any material change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ARC shall have the power to promulgate such rules and regulations as it deems reasonably necessary to carry out the provisions and intent of this paragraph. A majority of the ARC may take any action it is empowered to take, may designate a representative to act for it and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the ARC, the remaining members shall have full authority to designate a successor. The members of the ARC shall not be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity. The ARC shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved seven (7) days after the applicant gives the ARC notice of a lack of response to a request for approval.

In the event that any proposed improvements (including structures, appurtenances, signage and the like, other than temporary window, free standing and gas pump signs) is per standard plans for any national or regional business whose facilities are usually and customarily constructed in accordance with one or more of such standard plans (subject to variations by virtue of local building and other codes), the ARC shall use its commercially reasonable efforts to expedite the review of such plans and shall not unreasonably withhold, condition or delay their approval. Further, any such national or regional business shall be

entitled to install, modify and replace signage (whether permanent or temporary) on a Parcel without obtaining the approval of the ARC for each such installation, modification or replacement.

In the event that any new improvement or landscaping is added to a Parcel, or any existing improvement on a Parcel is altered in any material respect, in violation of this Section, the Association shall have the right (and an easement and license) to enter upon the applicable Parcel and remove or otherwise remedy the applicable violation after giving the Owner of the Parcel (and any tenant of Owner which Owner has notified the existence of in writing to the POA) at least thirty (30) days prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum, but in no event more than ten percent (10%) of the aforesaid costs, shall be a Special Assessment against the Parcel, which assessment shall be payable upon demand and secured by the lien for assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the ARC shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the ARC or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim for damages connected with the aforesaid aspects of the improvements or alterations.

The foregoing provisions shall not be applicable to (i) the Declarant or its affiliates or any Parcel subject to separate construction standards enforceable by Declarant, (ii) to Parcel 1 as to the initial development of Parcel 1 as a convenience store including the retail sale of motor fuels and related car wash, or (iii) to Parcel 1 as to new improvements or alterations which are consistent with 7-Eleven, Inc.'s then-current prototypical designs for a convenience store including the retail sale of motor fuels and related car wash. The approvals required by this Section are in addition to those required by the Governmental Requirements to the extent applicable.

Section 7. Additional Rules and Regulations.

The Board of Directors may adopt and amend, from time to time, additional rules and regulations of governing the use of the Common Areas applicable uniformly to all Owners without the necessity of recording an amendment hereto or thereto in the public records.

ARTICLE VIII
DAMAGE OR DESTRUCTION TO COMMON AREAS

Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the POA shall cause such portions of the Common Areas to be repaired and reconstructed substantially as they previously existed.

(b) If the insurance proceeds are within Five Hundred Thousand Dollars (\$500,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the POA shall cause the damaged or destroyed portions of the Common Areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital improvement assessment against all of the Owners in their respective shares in accordance with the provisions of Article V of this Declaration.

(c) If the insurance proceeds are insufficient by more than Five Hundred Thousand Dollars (\$500,000.00) to effect total restoration of the Common Areas, then by written consent or vote of the holders of at least two-thirds (2/3rds) of the votes in the POA, subject to Article IX hereof, the Association shall decide whether: (1) to rebuild and restore in a way which is less expensive than replacing the Common Areas in substantially the same manner as they existed prior to being damaged; or (2) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Common Areas shall be effective without the written approval of the Board and any Owner that would be materially adversely affected by the decision to not rebuild the affected Common Areas, which can require rebuilding as it deems appropriate. If the requisite vote for either of the options set forth above, as well as the Board's approval, is not obtained, then the POA shall proceed with rebuilding per subsection (b), above.

(d) Each Owner shall be liable to the POA for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or its Owner's Permittees. Notwithstanding the foregoing, the POA reserves the right to charge such Owner an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Parcel, the liability of such Owner shall be joint and several. The cost of correcting such damage shall be an assessment against the Owner and may be collected as provided herein for the collection of assessments.

ARTICLE IX **INSURANCE**

Section 1. Common Areas.

The POA shall keep all insurable improvements, facilities and fixtures, if any, located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the POA may deem reasonably desirable. The POA may also insure any other property, whether real or personal, owned by the POA, against loss or damage by fire and such other hazards as the POA may deem reasonably desirable, with the POA as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the POA. Insurance proceeds shall be used by the POA for the repair or replacement of The Properties for which the insurance was carried. Premiums for all insurance carried by the POA are common expenses included in the Assessments made by the POA. All such insurance policies shall contain standard mortgagee clauses, if applicable.

Section 2. Replacement or Repair of Property.

In the event of damage to or destruction of any portion of the Common Areas, the POA shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article VIII of this Declaration.

Section 3. Waiver of Subrogation.

As to each policy of insurance maintained by the POA which will not be voided or impaired thereby, the POA hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance.

The POA shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the POA or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Owner against liability to each other Owner and to the POA and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The POA may also obtain Worker's Compensation insurance and other liability insurance as it may deem

reasonably desirable, insuring each Owner and the POA and its Board of Directors and officers, from liability, the reasonable premiums for which shall be common expenses and included in the assessments made against the Owners. The POA may also obtain such other insurance as the Board deems reasonably appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its reasonable discretion.

The Board of Directors of the POA may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems reasonably advisable, insuring the Board or any management company engaged by the POA against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their Ownership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding/crime insurance of anyone (compensated or not) who handles or is responsible for funds held or administered by the POA, with the POA to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the POA or management company during the time the bond is in force.

ARTICLE X **MORTGAGEE PROTECTION**

The following provisions included herein hereto (and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control):

(a) The POA shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the POA. Furthermore, such persons shall be entitled, within thirty (30) days of written request, to: (i) receive a copy of the POA's financial statement for the immediately preceding fiscal year; (ii) receive notices of and attend the POA meetings; (iii) receive notice from the POA of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws of the POA, which default is not cured within thirty (30) days after the POA learns of such default; and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a Mortgage on a Parcel and/or any tenant under Ground Lease on a Parcel shall have, if first requested in writing, the right to timely written notice of: (i) any condemnation or casualty loss affecting a material portion of the Common Areas; (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Parcel; (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the POA; and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Unless at least 66-2/3% of first Mortgagees (based upon one vote for each Mortgage owned), and the Owners holding at least two-thirds (2/3rds) of the votes entitled to be cast by them, have given their prior written approval, neither the POA nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Areas and any improvements thereon which are owned by the POA (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the POA or the Declarant or the transfer of the Common Areas to another similar POA of the Owners in accordance with the Articles of Incorporation of the POA or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause);

(2) change the basic methods of determining the obligations, assessments, dues or other charges which may be levied against a Parcel, except as provided herein with respect to future Parcels;

(3) by act or omission, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of The Properties;

(4) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

(5) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the improvements.

(d) The provisions of this Article shall also accrue to the benefit of a Ground Lessor, who/which shall have all rights and protections of a mortgagee hereunder.

ARTICLE XI **GENERAL PROVISIONS**

Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of the POA, and the Owner of any Parcel or other land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of all the Parcels subject hereto has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 2. Notice.

Any notice required to be sent to any Owner or Owners under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, certified and postpaid, to the last known address of the person who appears as Owner or Owner on the records of the POA at the time of such mailing.

Section 3. Enforcement.

Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such right of enforcement shall include the right of all Owners (or such Owner's Ground Tenant, provided such Ground Tenant's lease is still in effect) to take action against the Association to enforce its covenants to maintain the applicable portions of The Properties and otherwise enforce, and perform its other duties under, this Declaration as provided herein or otherwise. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

Section 4. Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment.

The covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Declarant alone, for so long as it or its affiliates holds title to any Parcel affected by this Declaration; or alternatively by a meeting of Owners holding not less than 66-2/3% of all votes cast Ownership in the POA (as opposed to only those Owners represented at a meeting of the POA), provided, that so long as the Declarant or its affiliates is the Owner of any Parcel affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest; and further provided, however, no amendment shall be effective if it increases the burdens, obligations, or restrictions on a Parcel or diminishes the rights, privileges or benefits on a Parcel, unless consented to and approved by the Owner of such Parcel. The foregoing sentence and the provisions of this Section reserving amendment powers in the Declarant may not be amended.

Further, no provisions of this Declaration may be amended if it alters or impairs, benefits or privileges of a Declarant unless Declarant consents to same.

Any amendment to this Declaration which alters the Surface Water Management System, must have the prior approval of the South Florida Water Management District as provided in Article XIII, Section 4. hereof.

Section 6. Effective Date.

This Declaration shall become effective upon its recordation in the County Public Records.

Section 7. Conflict.

This Declaration shall take precedence over conflicting provisions in any rules and regulations and in the Articles of Incorporation and By-Laws of the POA and said Articles shall take precedence over the By-Laws.

Section 8. Interpretation.

This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the POA or the counsel having drafted this Declaration rendered in good faith that a particular interpretation is not unreasonable shall conclusively establish the validity of such interpretation.

Section 9. Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the POA as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the POA (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Notices and Disclaimers as to Water Bodies.

NEITHER DECLARANT, THE POA NOR ANY OF THEIR OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "**LISTED PARTIES**") SHALL BE

LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 11. Covenants Running With the Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1. hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the properties. Without limiting the generality of Section 4. hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the land as aforesaid) be achieved.

ARTICLE XII
SURFACE WATER MANAGEMENT SYSTEM

Section 1. Operation.

The POA shall be responsible for the maintenance, operation and repair of the Surface Water Management System to the extent not performed by the City or District.

Maintenance shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and required by the SFWMD. The POA shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the South Florida Water Management District. In the event that any portion of the Surface Water Management System is located on a Parcel, the applicable portion of the Parcel is hereby declared to be subject to an easement for the performance of the aforesaid activities by the POA.

The POA shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the System. By this easement, the POA shall have the right to enter upon any portion of any Parcel which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the South Florida Water Management District permit. Additionally, the POA shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District and the POA.

Section 2. Ownership.

The Surface Water Management System is to be deemed to be owned by the POA, notwithstanding that it may not hold fee simple title to all of the land within which portions of the SWMS are located, particularly when located on a Parcel.

Section 3. Costs.

The Association is responsible for assessing and collecting fees for the operation maintenance, and, if necessary, replacement of the Surface Water Management System. Fees shall be assessed and collected through the fee assessment process as set forth in Article V.

Section 4. Amendments.

Any amendment proposed to these documents which would affect the Surface Water Management System, conservation areas or water management portions of Common Areas shall be submitted to the SFWMD for review prior to finalization of the amendment. The SFWMD shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the SFWMD prior to the amendment of this document.

Section 5. Mitigation.

Monitoring and maintenance of any mitigation area, described in a SFWMD Permit Number(s) 50-07085-P, shall be the responsibility of the POA. The POA must successfully complete the mitigation and satisfy all applicable permit conditions.

Section 6. Permit.

The Environmental Resource or Surface Water Management Permit is made a part of this document and is described in a separate notice thereof recorded or to be recorded in the Public Records of the County. Copies of the permit and any future permit actions of the SFWMD shall be maintained by the Registered Agent of the POA for the benefit of the POA.

Section 7. Enforcement.

The SFWMD has the right to take any enforcement action, including a civil action for an injunction and penalties, against the association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the POA.

Section 8. Independent Drainage Systems.

It is currently contemplated that Parcel "F" and Parcel "G" shall have their own surface water drainage systems (and Environmental Resource Permits for same) such that they will not make use of the Surface Water Management System operated pursuant to this Declaration. Accordingly, and notwithstanding the provisions of Article V, Section 3, the Assessments payable for such Parcels shall not include expenses for the operation, maintenance and repair of the Surface Water Management System. Additionally, the Owners of such Parcel shall operate their own drainage systems in a manner which does not impair or interfere with the Surface Water Management System and which is in compliance with their respective Environmental Resource Permits.

ARTICLE XIII
DISCLAIMER OF LIABILITY OF THE POA

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE POA OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE POA (COLLECTIVELY, THE "**POA DOCUMENTS**"), THE POA SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OWNER'S PERMITTEE, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, OWNERS AND THEIR OWNER'S PERMITTEES OR FOR ANY PROPERTY OF ANY SUCH

PERSONS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE POA.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE POA DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE POA AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE POA IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE POA DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE POA TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER OF ANY PORTION OF THE PROPERTIES (BY VIRTUE OF THE ACCEPTANCE OF TITLE THERETO) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE POA ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE POA HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "**POA**" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE POA'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

(SIGNATURE PAGE FOLLOWS)

EXECUTED as of the date first above written.

WITNESSES:

MINTO PBLH, LLC, a Florida limited liability company

Print Name:_____

By:_____

Name:_____

Title:_____

Print Name:_____

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of Minto PBLH, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a _____ as identification.

(Notary Seal)

Notary Public State of Florida at Large
Name Printed:_____
My Commission Expires:_____
Commission No.:_____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTIES

Westlake POD H according to the Plat thereof recorded in Plat Book 129,
Page 135 of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
LEGAL DESCRIPTIONS OF INITIAL COMMON AREAS

All easements for the Surface Water Management System

All easements for roadways

All easements for monument and directional signs

Fee simple title to the Dry Retention Area described in Article IV, Section 2 and depicted on Exhibit "C-1"

EXHIBIT "C"
ALLOCATION OF ASSESSMENTS AND VOTES

<u>PARCEL NO.</u>	<u>ALLOCATED ASSESSMENTS UNITS AND VOTES</u>
A-1	2
A-2	1
B-1	1
B-2	1
C	2
D	2
E	5
F	14
G	17
	Total 45

NOTE: The Site Plan attached as Exhibit "C-1" is subject to change from time to time. Should any change necessitate a revision to this Exhibit "C" or the Declaration, such change shall be made by Declarant by appropriate amendment.

EXHIBIT "C-1"
SITE PLAN

EXHIBIT "D"
ARTICLES OF INCORPORATION

EXHIBIT "E"
BY-LAWS



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 H "Westlake Landings"

PROJECT ADDRESS: TBD

DESCRIPTION OF PROJECT: Pod H Master Plan Amendment

Property Control Number (PCN), list additional on a separate sheet: 77-40-43-12-00-000-1010

Estimated project cost: TBD

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

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 Self-Service Storage, including Limited Access, Multi-access and Open Outdoor Storage

III. ADJACENT PROPERTIES

	Name of Business/ Subdivision	Land Use Designation	Zoning Designation	Existing Use(s)	Approved Use(s)
NORTH	PUBLIX/Pod G (SW)	Mixed Use	Mixed Use	Pre-Construction/ Vacant	PUBLIX/Mixed Use
SOUTH	Seminole Ridge High School	Civic	Civic - Education	Public School	Public School
EAST	WRMC/Pod K	Downtown Mixed Use	Mixed Use	Medical Center/ Vacant	Medical Center/ Medical District
WEST	Loxahatchee	Rural Residential	Residential	Rural Residential	Rural Residential

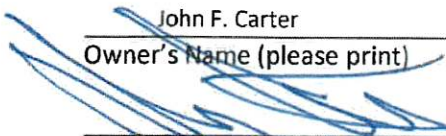
V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT

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

3-25-21
Date

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


Applicant/Agent's Signature

03-25-2021
Date



April 15, 2021

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

**Re: Westlake Pod H Master Plan - #PTC21-027
Equivalency Statement**

Dear Mr. Cassel:

The purpose of this letter is to present a trip equivalency analysis for the proposed Pod H Master Plan Application. Westlake is an approved project under Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC) with a buildout year of 2035. This application is for the "specialty uses" on Pod H that were not specifically analyzed in the approved Westlake traffic study. These uses consist of 150,000 SF Light Industrial, 140,000 SF Self Storage, 14.435 Acres Commercial Recreation and 15,670 SF Fast Food Restaurant with Drive-thru.

Attachment E1 provides the calculation of daily, AM and PM peak hour trips associated with this parcel. The Commercial Recreation trip generation rate adopted by Palm Beach County is attached at the end of this report. Because the individual uses were not identified specifically in the original Approval, an equivalency analysis was conducted. Equivalencies for Westlake are based on PM peak hour two-way trips. The trip generation for the PM peak hour was analyzed to determine the equivalent use and intensity. As shown on Attachment E2, the Pod H specialty uses are equivalent to 378,000 SF of Research & Development and 114,000 SF of Retail. Attachments E3 and E4 provide the AM peak hour and Daily trip generation, for informational purposes only. The internalization matrices are provided in the Appendix.

We request that this equivalency analysis be reviewed and approved for future site plan applications within Pod H.

Sincerely,



Digitally signed by
Rebecca J Mulcahy
Date: 2021.04.15
12:51:08 -04'00'

Rebecca J. Mulcahy, P.E.
Vice President

Attachments

ec: John Carter

Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570
This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 4/15/21 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment E1
Westlake Pod H Master Plan
Trip Generation - Pod H Specialty Uses

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		Pass-by Trips (1)		Total Trips
Light Industrial	110	150,000 SF	4.96 / 1000 SF	50%	744	74	10%	670	
Self Storage	151	140,000 SF	1.51 / 1000 SF	50%	211	21	10%	190	
Commercial Recreation	PBC	14.435 Acres	103.944 / Acre	50%	1,500	-	0%	1,500	
Fast Food Rest. With DT	934	15,670 SF	470.95 / 1000 SF	50%	7,380	3,616	49%	3,764	
Retail Subtotal					9,091	3,637	40%	5,454	
Pod H Total					9,835	3,711		6,124	

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Pass-by Trips (1)		New Trips		
					In	Out	Trips			In	Out	Trips
Light Industrial	110	150,000 SF	0.7 / 1000 SF	88%	92	13	105	11	10%	83	11	94
Self Storage	151	140,000 SF	0.1 / 1000 SF	60%	8	6	14	1	10%	7	6	13
Commercial Recreation	PBC	14.435 Acres	1.27 / Acre	67%	12	6	18	-	0%	12	6	18
Fast Food Rest. With DT	934	15,670 SF	40.19 / 1000 SF	51%	321	309	630	309	49%	164	157	321
Retail Subtotal					341	321	662	310	47%	183	169	352
Pod H Total					433	334	767	321		266	180	446

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Pass-by Trips (1)		New Trips		
					In	Out	Trips			In	Out	Trips
Light Industrial	110	150,000 SF	0.63 / 1000 SF	13%	12	83	95	10	10%	11	74	85
Self Storage	151	140,000 SF	0.17 / 1000 SF	47%	11	13	24	2	10%	10	12	22
Commercial Recreation	PBC	14.435 Acres	8.83 / Acre	48%	61	66	127	-	0%	61	66	127
Fast Food Rest. With DT	934	15,670 SF	32.67 / 1000 SF	52%	266	246	512	251	49%	136	125	261
Retail Subtotal					338	325	663	253	38%	207	203	410
Pod H Total					350	408	758	263		218	277	495

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 10th Edition.

Attachment E2
Westlake Pod H Master Plan Equivalency
PM Peak Hour Trip Generation at Buildout

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total				
Residential - MF Condos.	230	150 DUs	$\text{Ln}(T) = 0.82\text{Ln}(x) + 0.32$ (67/33)	56	28	84	41	48.4%	28	15	43	18	21.4%	18	7	25	-	0%	18	7	25
Residential - 55+ Detached	251	300 DUs	0.27 /DU (61/39)	49	32	81	39	48.4%	25	17	42	18	22.2%	15	9	24	-	0%	15	9	24
Residential - 55+ Attached	252	200 DUs	0.25 /DU (54/46)	27	23	50	24	48.4%	14	12	26	11	22.0%	8	7	15	-	0%	8	7	15
General Office	710	50,000 SF	1.49 /1000 SF (17/83)	13	62	75	20	26.5%	7	48	55	15	20.0%	3	37	40	4	10%	3	33	36
Research & Devel.	760	- SF (4)	$\text{Ln}(T) = 0.83\text{Ln}(X) + 1.06$ (15/85)	-	-	-	-	26.5%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Pod H Industrial Use	N/A	150,000 SF	Pre-Calcd	12	83	95	25	26.5%	7	63	70	18	18.9%	2	50	52	5	10%	2	45	47
Retail	820	96,000 SF (4)	$\text{Ln}(T) = 0.67\text{Ln}(X) + 3.31$ (48/52)	280	303	583	32	5.5%	264	287	551	116	19.9%	220	215	435	125	28.7%	157	153	310
Park	412	125 Acres	0.09 /Acre (61/39)	7	4	11	1	10.0%	6	4	10	1	10.0%	5	4	9	-	0%	5	4	9
Car Wash	PBC	1 Lane	13.65 /Lane (50/50)	7	7	14	1	5.5%	7	6	13	3	21.4%	6	4	10	-	0%	6	4	10
Pod H Commercial Uses	N/A	155,670 SF	Pre-Calcd	338	325	663	35	5.5%	320	308	628	132	19.9%	270	226	496	142	28.7%	193	161	354
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	15	5.5%	127	125	252	53	19.9%	107	92	199	121	61%	42	36	78
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calcd	444	450	894	49	5.5%	420	425	845	178	19.9%	353	314	667	191	28.7%	252	224	476
TOTALS				1,367	1,450	2,817	282	10.0%	1,225	1,310	2,535	563	20.0%	1,007	965	1,972	588		701	683	1,384

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total				
Residential - SF (N,O,T,U)	210	1,010 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x) + 0.51$ (63/37)	530	312	842	131	15.6%	447	264	711	123	14.6%	359	229	588	-	0%	359	229	588
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x) + 0.51$ (63/37)	953	560	1,513	236	15.6%	804	473	1,277	221	14.6%	646	410	1,056	-	0%	646	410	1,056
Residential - MF Condos.	230	450 DUs	$\text{Ln}(T) = 0.82\text{Ln}(x) + 0.32$ (67/33)	138	68	206	32	15.6%	116	58	174	30	14.6%	95	49	144	-	0%	95	49	144
Residential - 55+ Detached	251	500 DUs	0.27 /DU (61/39)	82	53	135	21	15.6%	69	45	114	20	14.8%	55	39	94	-	0%	55	39	94
Hotel	310	150 Rooms	0.6 /Room (51/49)	46	44	90	39	43.3%	22	29	51	12	13.3%	16	23	39	4	10%	14	21	35
Community College	540*	- Students	0.14 /Student (54/46)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	296,000 SF	1.49 /1000 SF (17/83)	75	366	441	62	14.1%	51	328	379	32	7.3%	45	302	347	35	10%	41	271	312
Research & Devel.	760	175,000 SF	$\text{Ln}(T) = 0.83\text{Ln}(X) + 1.06$ (15/85)	32	178	210	30	14.1%	22	158	180	15	7.1%	19	146	165	17	10%	17	131	148
Light Industrial	110	450,000 SF	0.97 /1000 SF (12/88)	52	385	437	62	14.1%	36	339	375	32	7.3%	30	313	343	34	10%	27	282	309
Retail	820	150,000 SF	$\text{Ln}(T) = 0.67\text{Ln}(X) + 3.31$ (48/52)	377	409	786	286	36.4%	269	231	500	53	6.7%	241	206	447	164	36.6%	153	130	283
Park	412	67 Acres	0.09 /Acre (61/39)	4	2	6	2	31.9%	3	1	4	-	0.0%	3	1	4	-	0%	3	1	4
Community Center	495	70,000 SF	2.74 /1000 SF (49/51)	94	98	192	61	31.9%	63	68	131	2	1.0%	62	67	129	6	5%	59	64	123
Church	560	70,000 SF	0.55 /1000 SF (48/52)	19	20	39	12	31.9%	13	14	27	-	0.0%	13	14	27	1	5%	12	14	26
Daycare	565	10,000 SF	12.34 /1000 SF (47/53)	58	65	123	39	31.9%	39	45	84	1	0.8%	38	45	83	42	50%	19	22	41
ISTF	N/A	1 Complex	Pre-Calcd	184	239	423	56	13.2%	159	208	367	18	4.3%	150	199	349	-	0%	150	199	349
FSED	650	12,379 SF	Pre-Calcd	9	10	19	11	57.9%	1	7	8	1	5.3%	1	6	7	1	10%	1	5	6
Tax Collector	730	23,735 SF	Pre-Calcd	13	28	41	6	14.1%	9	26	35	3	7.3%	8	24	32	3	10%	7	22	29
TOTALS				2,666	2,837	5,503	1,086	19.7%	2,123	2,294	4,417	563	10.2%	1,781	2,073	3,854	307		1,658	1,889	3,547

COMBINED TOTALS				4,033	4,287	8,320	1,368	16.4%	3,348	3,604	6,952	1,126	13.5%	2,788	3,038	5,826	895		2,359	2,572	4,931
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.

(1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.

(2) Internalization matrices are included in Appendix B.

(3) Source: Palm Beach County ULDC Article 13. Retail pass-by rate limited to 28.7% per approved study.

(4) Previous amount = 378,000 SF of R&D and 210,000 SF of Retail. Results in a decrease of 378,000 SF of R&D and 114,000 SF of Retail.

Approved Total

4,932

Attachment E3
Westlake Pod H Master Plan Equivalency
AM Peak Hour Trip Generation at Buildout

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total			
Residential - MF Condos.	230	150 DUs	$\ln(T) = 0.80\ln(x)+0.26 (17/83)$	12	59	71	2	4.0%	12	57	69	7	9.9%	10	52	62	-	0%	10	52	62
Residential - 55+ Detached	251	300 DUs	0.22 /DU (35/65)	23	43	66	3	4.0%	23	40	63	7	10.6%	21	35	56	-	0%	21	35	56
Residential - 55+ Attached	252	200 DUs	0.2 /DU (34/66)	14	26	40	2	4.0%	14	24	38	4	10.0%	13	21	34	-	0%	13	21	34
General Office	710	50,000 SF	$\ln(T) = 0.80\ln(x)+1.57 (88/12)$	97	13	110	10	9.3%	90	10	100	10	9.1%	82	8	90	9	10%	74	7	81
Research & Devel.	760	- SF	$\ln(T) = 0.87\ln(x)+0.86 (83/17)$	-	-	-	-	9.3%	(1)	1	-	-	0.0%	(1)	1	-	-	10%	(1)	1	-
Pod H Industrial Use	N/A	150,000 SF	Pre-Calc'd	92	13	105	10	9.3%	86	9	95	9	8.6%	79	7	86	9	10%	71	6	77
Retail	820	96,000 SF	0.96 /1000 SF (62/38)	57	35	92	1	1.2%	55	36	91	8	8.7%	51	32	83	24	28.7%	36	23	59
Park	412	125 Acres	0.02 /Acre (61/39)	2	1	3	-	10.0%	2	1	3	-	10.0%	2	1	3	-	0%	2	1	3
Car Wash	PBC	1 Lane	11.97 /Lane (50/50)	6	6	12	-	1.2%	6	6	12	1	8.3%	5	6	11	-	0%	5	6	11
Pod H Commercial Uses	N/A	155,670 SF	Pre-Calc'd	341	321	662	8	1.2%	337	317	654	56	8.5%	307	291	598	172	28.7%	219	207	426
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	3	1.2%	133	131	264	23	8.6%	121	120	241	147	61%	47	47	94
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	207	161	368	4	1.2%	205	159	364	32	8.7%	188	144	332	95	28.7%	134	103	237
TOTALS				985	811	1,796	43	2.4%	962	791	1,753	157	8.7%	878	718	1,596	456		631	509	1,140

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total			
Residential - SF (N,O,T,U)	210	1,010 DUs	0.75 /DU (25/75)	190	568	758	74	9.7%	168	516	684	8	1.1%	166	510	676	-	0%	166	510	676
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	0.75 /DU (25/75)	363	1,089	1,452	141	9.7%	321	990	1,311	16	1.1%	316	979	1,295	-	0%	316	979	1,295
Residential - MF Condos.	230	450 DUs	$\ln(T) = 0.80\ln(x)+0.26 (17/83)$	29	143	172	17	9.7%	26	129	155	2	1.2%	25	128	153	-	0%	25	128	153
Residential - 55+ Detached	251	500 DUs	0.22 /DU (35/65)	39	71	110	11	9.7%	34	65	99	1	0.9%	34	64	98	-	0%	34	64	98
Hotel	310	150 Rooms	0.53 /Room (59/41)	47	33	80	36	45.0%	43	1	44	2	2.5%	42	-	42	4	10%	38	-	38
Community College	540*	- Students	0.11 /Student (87/13)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	296,000 SF	$\ln(T) = 0.80\ln(x)+1.57 (88/12)$	401	55	456	56	12.2%	358	42	400	21	4.6%	350	29	379	38	10%	315	26	341
Research & Devel.	760	175,000 SF	$\ln(T) = 0.87\ln(x)+0.86 (83/17)$	175	36	211	26	12.2%	156	29	185	10	4.7%	152	23	175	18	10%	137	20	157
Light Industrial	110	450,000 SF	0.92 /1000 SF (88/12)	364	50	414	51	12.2%	325	38	363	19	4.6%	317	27	344	34	10%	285	25	310
Retail	820	150,000 SF	0.96 /1000 SF (62/38)	89	55	144	83	57.6%	34	27	61	11	7.6%	29	21	50	18	36.6%	18	14	32
Park	412	67 Acres	0.02 /Acre (61/39)	1	-	1	-	30.1%	1	-	1	-	0.0%	1	-	1	-	0%	1	-	1
Community Center	495	70,000 SF	2.05 /1000 SF (66/34)	95	49	144	43	30.1%	67	34	101	3	2.1%	66	32	98	5	5%	63	30	93
Church	560	70,000 SF	0.56 /1000 SF (62/38)	24	15	39	12	30.1%	17	10	27	1	2.6%	17	9	26	1	5%	16	9	25
Daycare	565	10,000 SF	12.18 /1000 SF (53/47)	65	57	122	37	30.1%	46	39	85	2	1.6%	45	38	83	42	50%	23	18	41
ISTF	N/A	1 Complex	Pre-Calc'd	474	334	808	98	12.1%	419	291	710	56	6.9%	392	262	654	-	0%	392	262	654
FSED	650	12,379 SF	Pre-Calc'd	7	7	14	2	14.3%	7	5	12	1	7.1%	7	4	11	1	10%	6	4	10
Tax Collector	730	23,735 SF	Pre-Calc'd	59	20	79	10	12.2%	53	16	69	4	5.1%	51	14	65	7	10%	46	12	58
TOTALS				2,422	2,582	5,004	697	13.9%	2,075	2,232	4,307	157	3.1%	2,010	2,140	4,150	168		1,881	2,101	3,982

COMBINED TOTALS				3,407	3,393	6,800	740	10.9%	3,037	3,023	6,060	314	4.6%	2,888	2,858	5,746	624		2,512	2,610	5,122
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.

(1) Source: Institute of Transportation Engineers, *Trip Generation*, 9th Edition, unless otherwise noted.

(2) Internalization matrices are included in Appendix B.

(3) Source: Palm Beach County ULDC Article 13. Retail pass-by rate limited to 28.7% per approved study.

Attachment E4
Westlake Pod H Master Plan Equivalency
Daily Trip Generation at Buildout

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (4)		External Trips	Pass-by Trips (1)		New Trips
Residential - MF Condos.	230	150 DUs	6.65 /DU	998	261	26.2%	737	89	12.1%	648	-	0%	648
Residential - 55+ Detached	251	300 DUs	8 /DU	2,400	629	26.2%	1,771	222	12.5%	1,549	-	0%	1,549
Residential - 55+ Attached	252	200 DUs	6 /DU	1,200	314	26.2%	886	109	12.3%	777	-	0%	777
General Office	710	50,000 SF	$\text{Ln}(T) = 0.77\text{Ln}(X) + 3.65$	782	140	17.9%	642	72	11.2%	570	57	10%	513
Research & Devel.	760	- SF	$\text{Ln}(T) = 0.83\text{Ln}(X) + 3.09$ (3)	-	-	17.9%	-	-	0.0%	-	-	10%	-
Pod H Industrial Use	N/A	150,000 SF	Pre-Calc'd	744	133	17.9%	611	64	10.5%	547	55	10%	492
Retail	820	96,000 SF	$\text{Ln}(T) = 0.65\text{Ln}(X) + 5.83$	6,613	225	3.4%	6,388	699	10.9%	5,689	1,633	28.7%	4,056
Park	412	125 Acres	2.28 /Acre	285	29	10.0%	256	20	7.8%	236	-	0%	236
Car Wash	PBC	1 Lane	166 /Lane	166	6	3.4%	160	18	11.3%	142	-	0%	142
Pod H Commercial Uses	N/A	155,670 SF	Pre-Calc'd	9,091	309	3.4%	8,782	955	10.9%	7,827	2,246	28.7%	5,581
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	14.3 X PM Peak Hour Trips	3,818	130	3.4%	3,688	404	11.0%	3,284	2,003	61%	1,281
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	9,570	325	3.4%	9,245	1,012	10.9%	8,233	2,363	28.7%	5,870
TOTALS				35,667	2,501	7.0%	33,166	3,664	10.3%	29,502	8,357		21,145

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (2)		External Trips	Pass-by Trips (1)		New Trips
Residential - SF (N,O,T,U)	210	1,010 DUs	10 /DU	10,100	1,283	12.7%	8,817	697	7.9%	8,120	-	0%	8,120
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	10 /DU	19,360	2,459	12.7%	16,901	1,335	7.9%	15,566	-	0%	15,566
Residential - MF Condos.	230	450 DUs	6.65 /DU	2,993	380	12.7%	2,613	206	7.9%	2,407	-	0%	2,407
Residential - 55+ Detached	251	500 DUs	8 /DU	4,000	508	12.7%	3,492	276	7.9%	3,216	-	0%	3,216
Hotel	310	150 Rooms	8.92 /Room	1,338	591	44.2%	747	59	7.9%	688	69	10%	619
Community College	540*	- Students	2.29 /Student	-	-	0.0%	-	-	0.0%	-	-	0%	-
General Office	710	296,000 SF	$\text{Ln}(T) = 0.77\text{Ln}(X) + 3.65$	3,077	406	13.2%	2,671	160	6.0%	2,511	251	10%	2,260
Research & Devel.	760	175,000 SF	$\text{Ln}(T) = 0.83\text{Ln}(X) + 3.09$ (3)	1,598	211	13.2%	1,387	82	5.9%	1,305	131	10%	1,174
Light Industrial	110	450,000 SF	6.97 /1000 SF	3,137	414	13.2%	2,723	163	6.0%	2,560	256	10%	2,304
Retail	820	150,000 SF	$\text{Ln}(T) = 0.65\text{Ln}(X) + 5.83$	8,839	4,154	47.0%	4,685	337	7.2%	4,348	1,591	36.6%	2,757
Park	412	67 Acres	2.28 /Acre	153	47	31.0%	106	-	0.0%	106	-	0%	106
Community Center	495	70,000 SF	33.82 /1000 SF	2,367	734	31.0%	1,633	26	1.6%	1,607	80	5%	1,527
Church	560	70,000 SF	9.11 /1000 SF	638	198	31.0%	440	6	1.3%	434	22	5%	412
Daycare	565	10,000 SF	74.06 /1000 SF	741	230	31.0%	511	6	1.2%	505	253	50%	252
ISTF	N/A	1 Complex	Pre-Calc'd	5,520	701	12.7%	4,819	270	5.6%	4,549	-	0%	4,549
FSED	650	12,379 SF	Pre-Calc'd	309	112	36.1%	197	12	6.2%	185	19	10%	166
Tax Collector	730	23,735 SF	Pre-Calc'd	536	71	13.2%	465	29	6.2%	436	44	10%	392
TOTALS				64,706	12,499	19.3%	52,207	3,664	5.7%	48,543	2,716		45,827

COMBINED TOTALS				100,373	15,000	14.9%	85,373	7,328	7.3%	78,045	11,073		66,972
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.

(1) Source: Palm Beach County ULDC Article 13, unless otherwise noted. Retail pass-by rate limited to 28.7% per approved study.

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

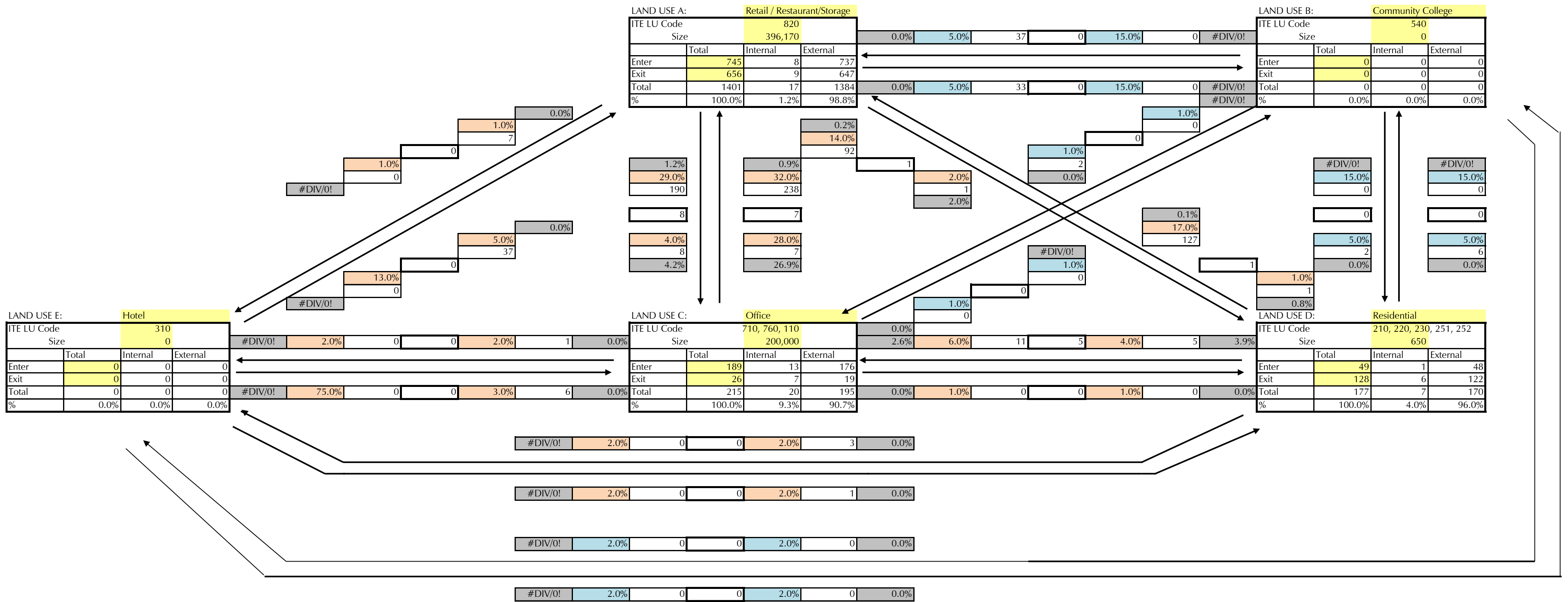
(3) Source: Institute of Transportation Engineers, *Trip Generation*, 9th Edition.

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

APPENDIX

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - West Side
TIME PERIOD: AM Peak Hour Traffic
DATE: 04/15/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	737	0	176	48	0	961
Exit	647	0	19	122	0	788
Total	1384	0	195	170	0	1749
Single-Use Trip Gen. Estimate	1401	0	215	177	0	1793

INTERNAL CAPTURE

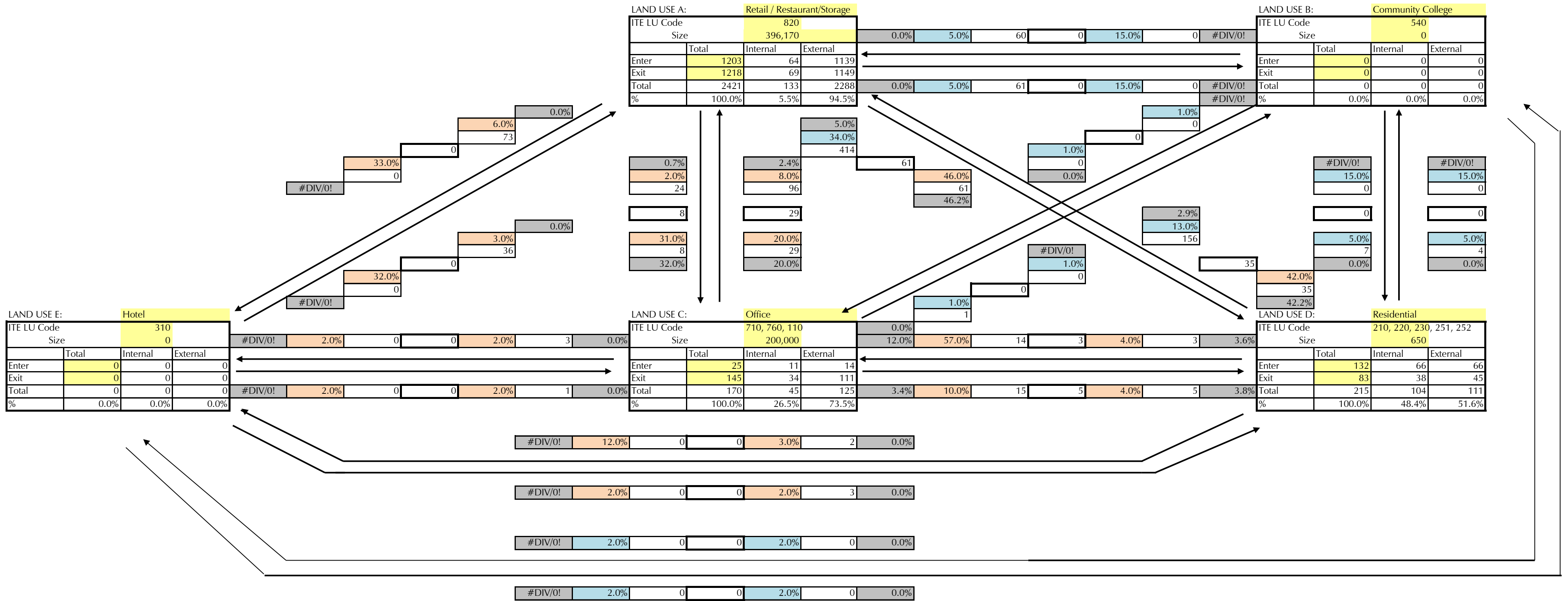
2.5%

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - West Side
TIME PERIOD: PM Peak Hour Traffic
DATE: 04/15/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	1139	0	14	66	0	1219
Exit	1149	0	111	45	0	1305
Total	2288	0	125	111	0	2524
Single-Use Trip Gen. Estimate	2421	0	170	215	0	2806

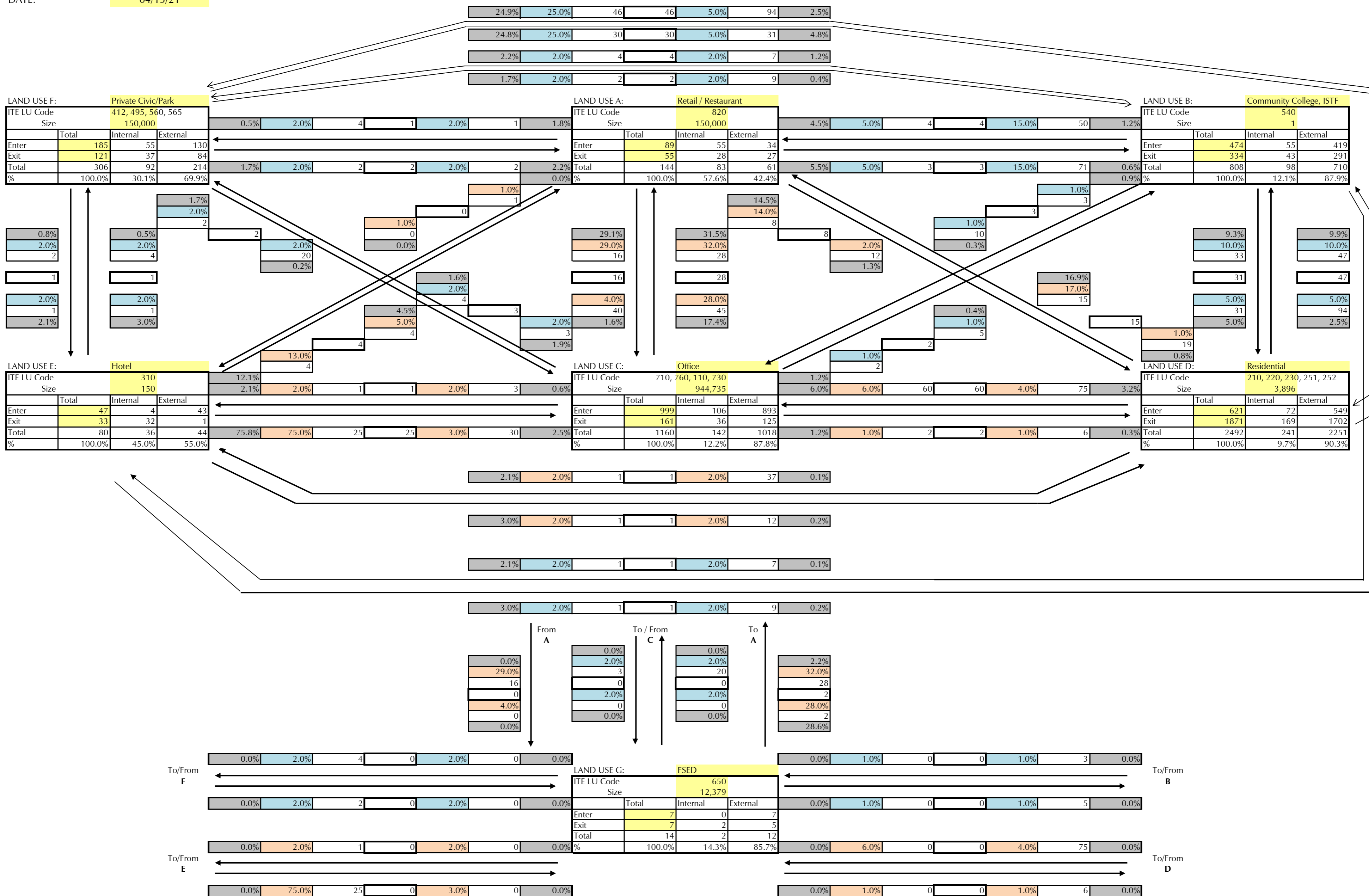
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side
TIME PERIOD: AM Peak Hour Traffic
DATE: 04/15/21



	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	L.U. F	L.U. G	TOTAL
Enter	34	419	893	549	43	130	7	2075
Exit	27	291	125	1702	1	84	5	2235
Total	61	710	1018	2251	44	214	12	4310
Single-Use Trip Gen. Estimate	144	808	1160	2492	80	306	14	5004

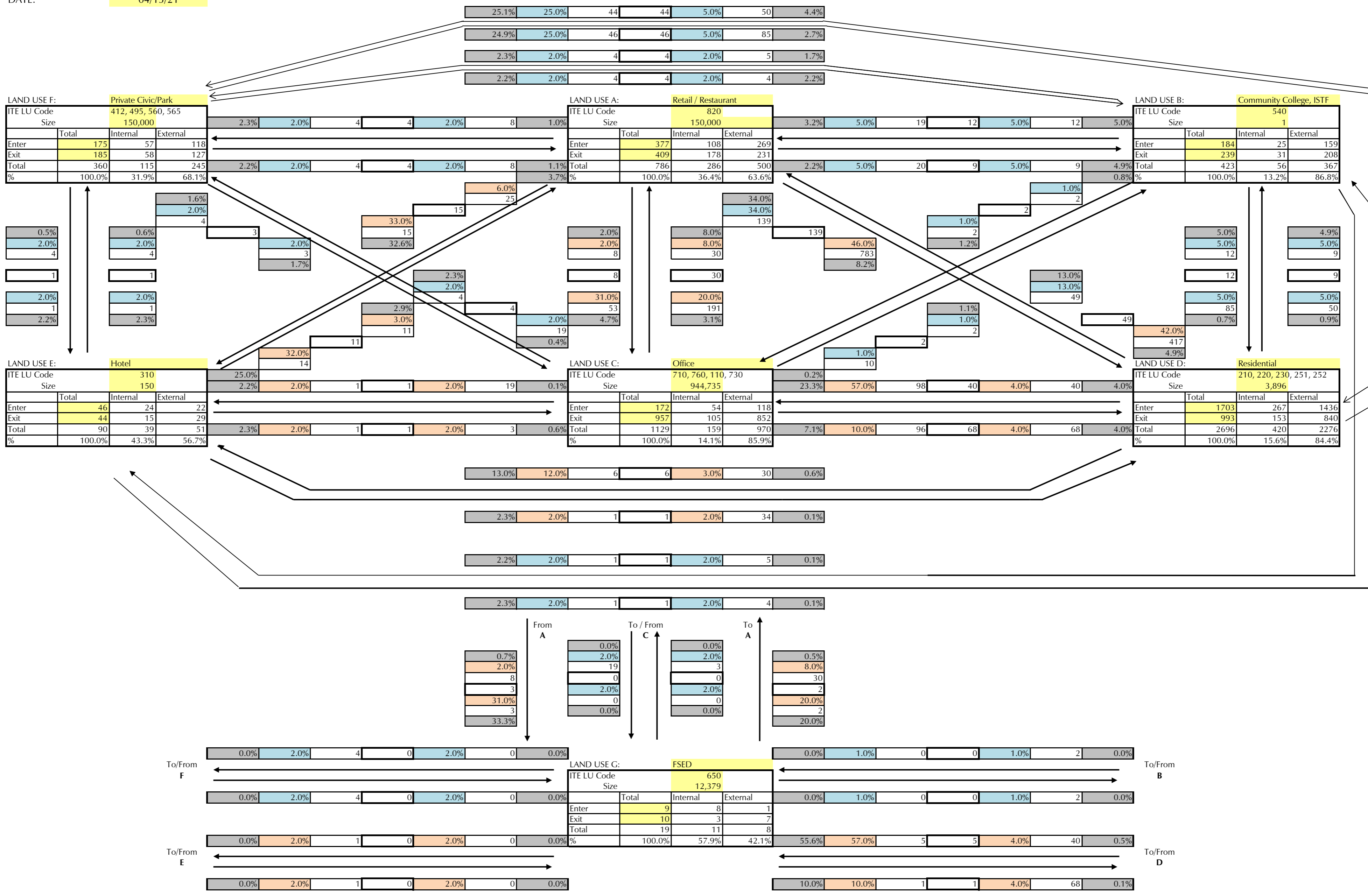
INTERNAL CAPTURE

LEGEND

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- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side
TIME PERIOD: PM Peak Hour Traffic
DATE: 04/15/21



Net External Trips for Multi-Use Development								
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	L.U. F	L.U. G	TOTAL
Enter	269	159	118	1436	22	118	1	2123
Exit	231	208	852	840	29	127	7	2294
Total	500	367	970	2276	51	245	8	4417
Single-Use Trip Gen. Estimate	786	423	1129	2696	90	360	19	5503

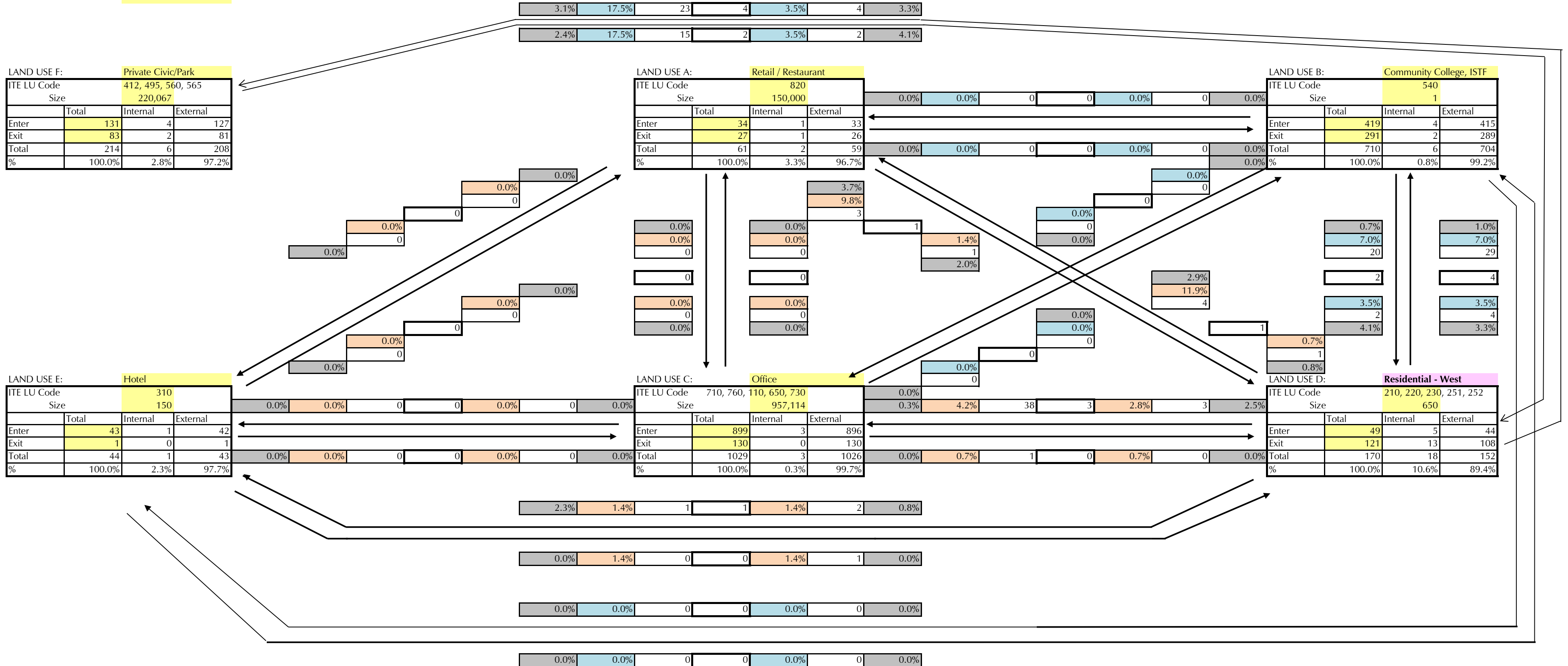
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Residential
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 04/15/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	33	415	896	44	42	1430
Exit	26	289	130	108	1	554
Total	59	704	1026	152	43	1984
Single-Use Trip Gen. Estimate	61	710	1029	170	44	2014

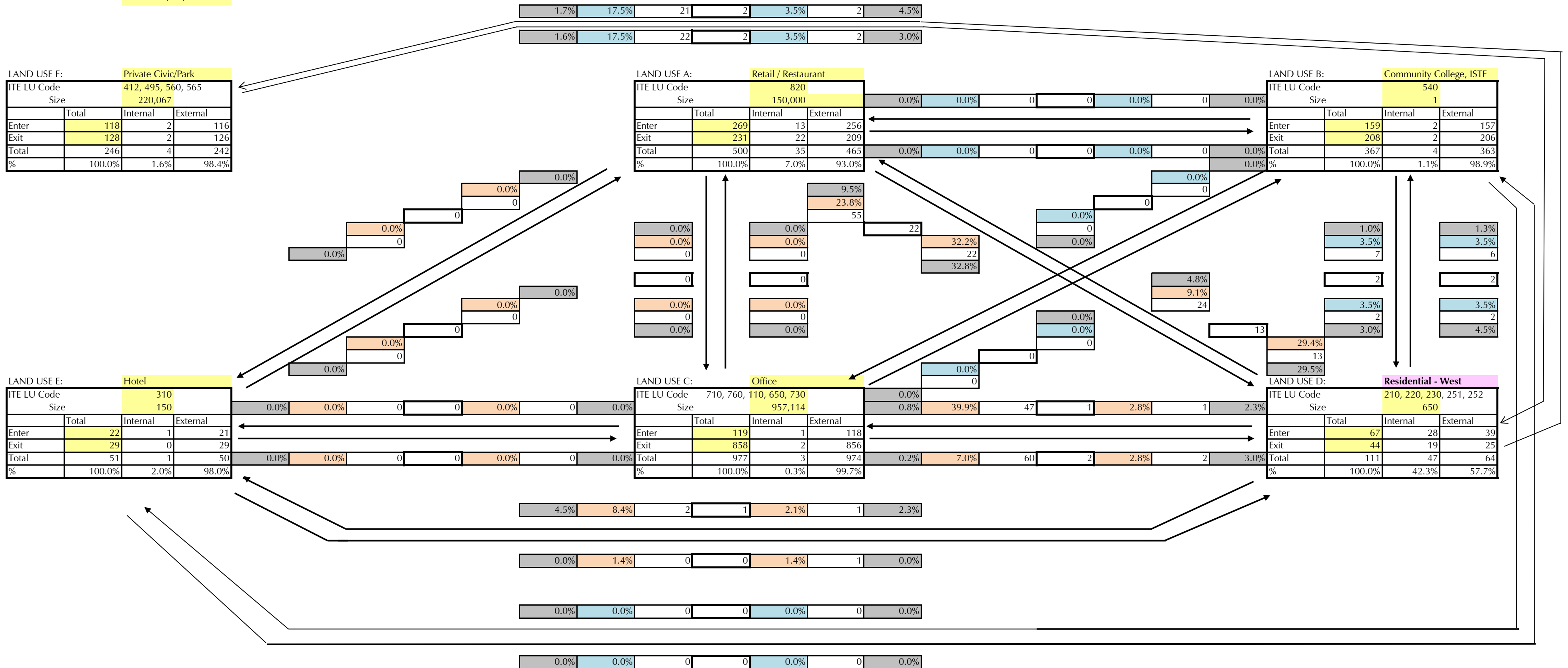
INTERNAL CAPTURE

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Residential
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 04/15/21



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

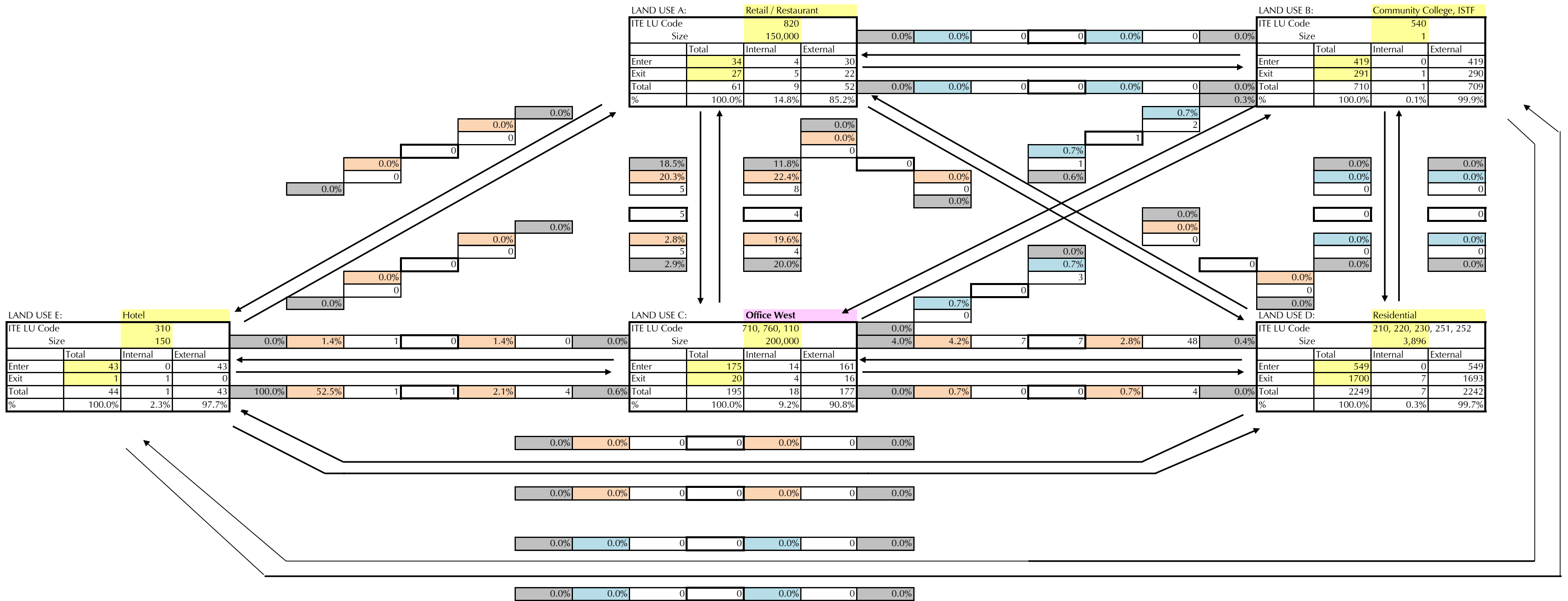
INTERNAL CAPTURE

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Office
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 04/15/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	30	419	161	549	43	1202
Exit	22	290	16	1693	0	2021
Total	52	709	177	2242	43	3223
Single-Use Trip Gen. Estimate	61	710	195	2249	44	3259

INTERNAL CAPTURE

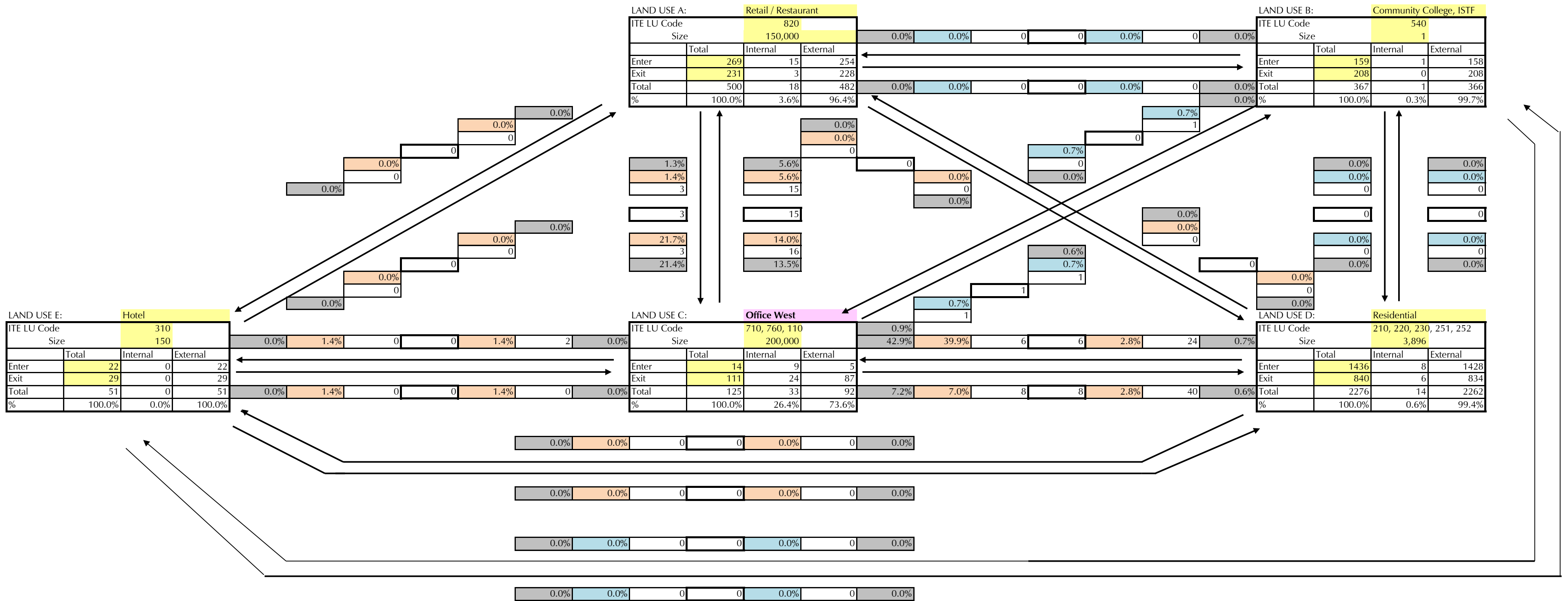
1.1%

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Office
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 04/15/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	254	158	5	1428	22	1867
Exit	228	208	87	834	29	1386
Total	482	366	92	2262	51	3253
Single-Use Trip Gen. Estimate	500	367	125	2276	51	3319

INTERNAL CAPTURE

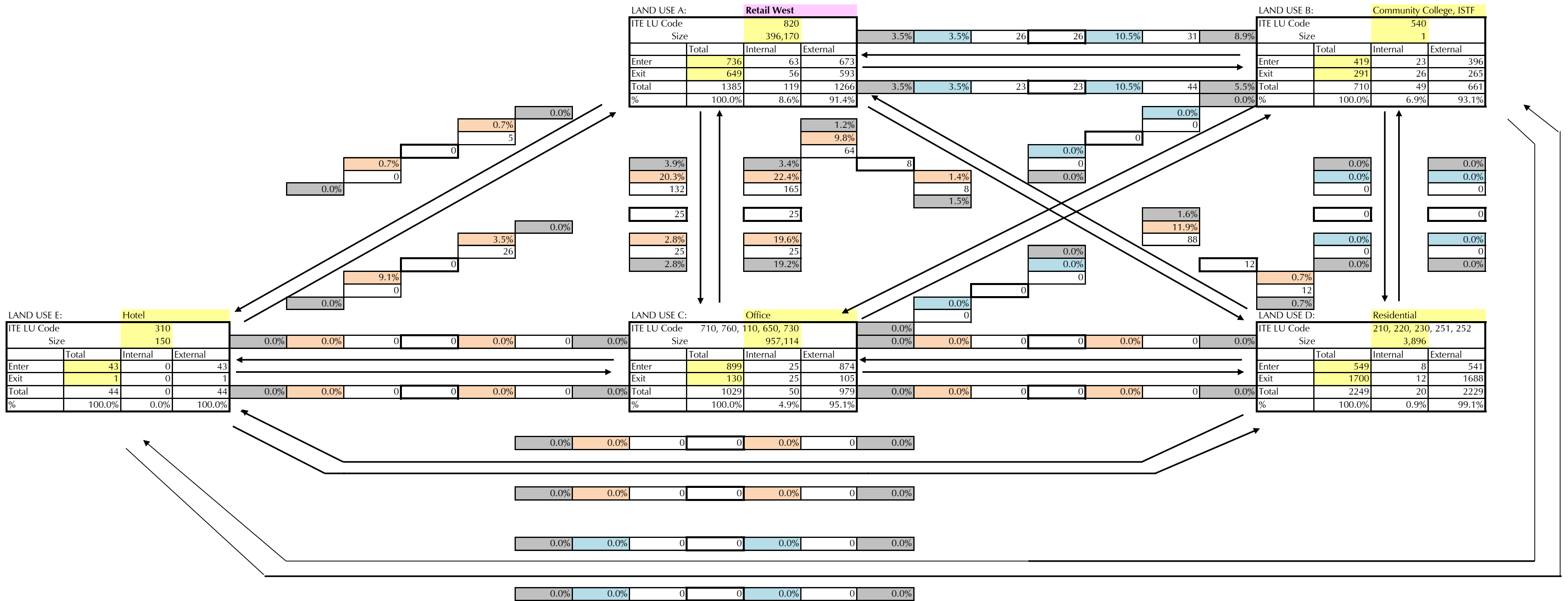
2.0%

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Retail
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 04/15/21



	Net External Trips for Multi-Use Development						TOTAL
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	673	396	874	541	43	43	2527
Exit	593	265	105	1688	1	1	2652
Total	1266	661	979	2229	44	44	5179
Single-Use Trip Gen. Estimate	1385	710	1029	2249	44	44	5417

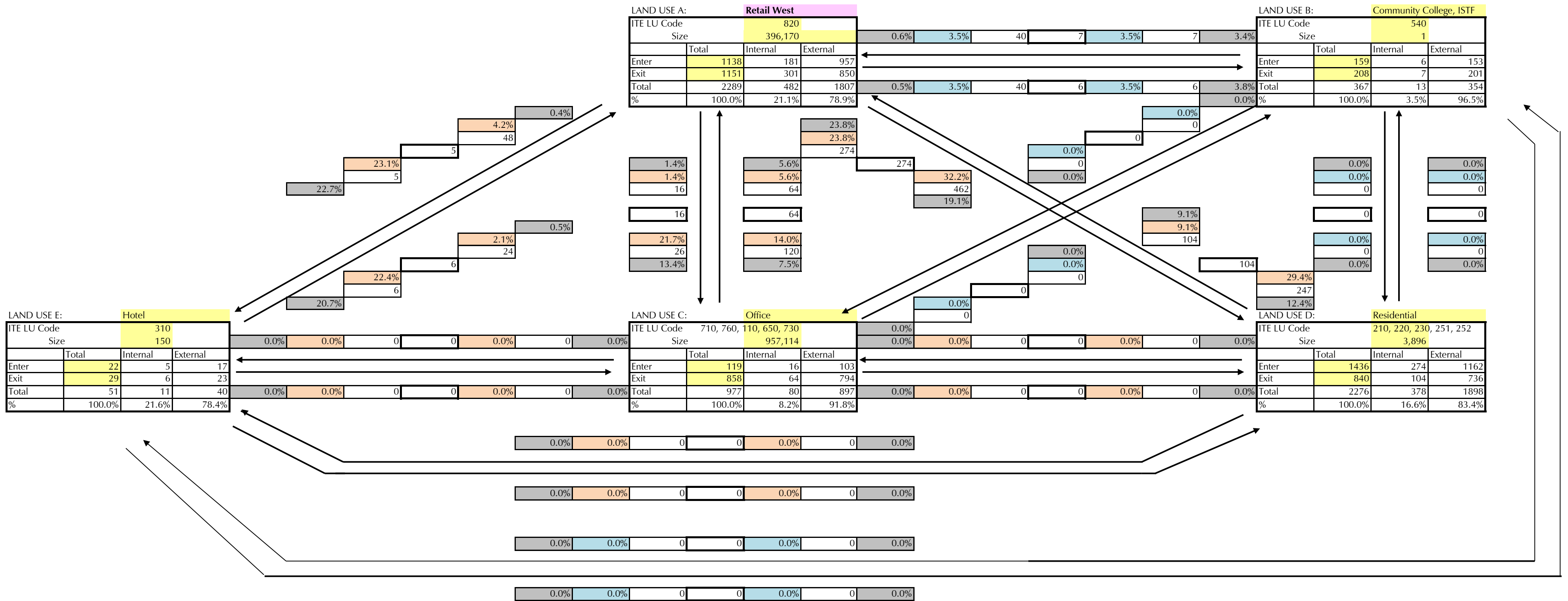
INTERNAL CAPTURE 4.4%

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Retail
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 04/15/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	957	153	103	1162	17	2392
Exit	850	201	794	736	23	2604
Total	1807	354	897	1898	40	4996
Single-Use Trip Gen. Estimate	2289	367	977	2276	51	5960

INTERNAL CAPTURE

16.2%

LEGEND

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

TABLE 1
BOOMERS
AVERAGE TRIP GENERATION

- 3 DAY AVE.

BOOMERS - BOCA
TRIP GEN STUDY
APPROVED RATES

	ENTER	EXIT	TOTAL
12- 1 AM	0	0	1
1- 2 AM	0	0	0
2- 3 AM	0	0	0
3- 4 AM	0	0	0
4- 5 AM	0	0	0
5- 6 AM	0	0	0
6- 7 AM	1	1	2
7- 8 AM	4	1	5
8- 9 AM	6	3	9
9-10 AM	13	4	17
10-11 AM	13	8	21
11-12 AM	20	15	34
12- 1 PM	28	15	43
1- 2 PM	29	24	53
2- 3 PM	25	24	49
3- 4 PM	37	26	63
4- 5 PM	30	32	63
5- 6 PM	30	32	62
6- 7 PM	29	29	58
7- 8 PM	31	24	54
8- 9 PM	38	31	69
9-10 PM	27	30	57
10-11 PM	11	47	58
11-12 PM	5	16	21
TOTAL:	377	361	738

TABLE 2
BOOMERS
PROJECT DATA AND DAILY TRIP RATES BY INDEPENDENT VARIABLES

LOCATION: BOOMERS
LAND USE/BUILDING TYPE: AMUSEMENT PARK
ACRES: 7.1

INDEPENDENT VARIABLE - TRIPS PER:
WEEKDAY AVERAGE VEHICLE TRIP RATE (24 HR): STUDENT ERR

INDEPENDENT VARIABLE - TRIPS PER:
WEEKDAY AVERAGE VEHICLE TRIP RATE (24 HR): EMPLOYEE ERR

INDEPENDENT VARIABLE - TRIPS PER:
WEEKDAY AVERAGE VEHICLE TRIP RATE (24 HR): ACRE 103.944 ADT

TABLE 3
BOOMERS
TRIP RATES - INDEPENDENT VARIABLE: ACRE

AVG WKDY VEHICLE TRIP ENDS
AVERAGE DAILY TRIP RATE
PER ACRE: 103.944

	VOLUME	RATE	%
PK HR	BTWN	ENTER	6 0.845 67
OF	7 & 9	EXIT	3 0.423 33
ADJ.	AM	TOTAL	9 1.268
STREET	BTWN	ENTER	30 4.272 48
TRAFFIC	4 & 6	EXIT	32 4.554 52
	PM	TOTAL	63 8.826
PEAK		ENTER	20 2.770 57
HOUR	11-12 AM	EXIT	15 2.066 43
OF	AM	TOTAL	34 4.836
GENERATOR		ENTER	38 5.352 55
	8- 9 PM	EXIT	31 4.319 45
	PM	TOTAL	69 9.671

AM PEAK = 1.268/AC (67/33)

PM PEAK = 8.826/AC (48/52)

BOOMERS
TRIP GENERATION FIELD DATA

JAN 10, 1995				JAN 11, 1995				JAN 12, 1995			
	ENTER	EXIT	TOTAL		ENTER	EXIT	TOTAL		ENTER	EXIT	TOTAL
12- 1 AM	0	0	0	12- 1 AM	0	0	0	12- 1 AM	1	1	2
1- 2 AM	0	0	0	1- 2 AM	0	0	0	1- 2 AM	0	0	0
2- 3 AM	0	0	0	2- 3 AM	0	0	0	2- 3 AM	0	0	0
3- 4 AM	0	0	0	3- 4 AM	0	0	0	3- 4 AM	0	0	0
4- 5 AM	0	0	0	4- 5 AM	0	0	0	4- 5 AM	0	0	0
5- 6 AM	0	0	0	5- 6 AM	0	0	0	5- 6 AM	0	0	0
6- 7 AM	1	0	1	6- 7 AM	1	0	1	6- 7 AM	2	2	4
7- 8 AM	5	2	7	7- 8 AM	2	1	3	7- 8 AM	4	1	5
8- 9 AM	10	4	14	8- 9 AM	4	1	5	8- 9 AM	4	4	8
9-10 AM	11	4	15	9-10 AM	10	5	15	9-10 AM	17	3	20
10-11 AM	10	9	19	10-11 AM	16	7	23	10-11 AM	13	9	22
11-12 AM	19	12	31	11-12 AM	17	13	30	11-12 AM	23	19	42
12- 1 PM	40	22	62	12- 1 PM	24	11	35	12- 1 PM	21	12	33
1- 2 PM	20	26	46	1- 2 PM	31	25	56	1- 2 PM	36	20	56
2- 3 PM	24	22	46	2- 3 PM	23	18	41	2- 3 PM	29	31	60
3- 4 PM	30	21	51	3- 4 PM	40	24	64	3- 4 PM	41	32	73
4- 5 PM	31	28	59	4- 5 PM	27	31	58	4- 5 PM	33	38	71
5- 6 PM	21	27	48	5- 6 PM	36	37	73	5- 6 PM	32	32	64
6- 7 PM	39	29	68	6- 7 PM	26	30	56	6- 7 PM	23	28	51
7- 8 PM	37	23	60	7- 8 PM	29	29	58	7- 8 PM	26	19	45
8- 9 PM	30	38	68	8- 9 PM	35	22	57	8- 9 PM	49	32	81
9-10 PM	31	27	58	9-10 PM	30	30	60	9-10 PM	19	34	53
10-11 PM	13	52	65	10-11 PM	10	43	53	10-11 PM	9	46	55
11-12 PM	3	17	20	11-12 PM	6	23	29	11-12 PM	7	7	14
TOTAL:	375	363	738	TOTAL:	367	350	717	TOTAL:	389	370	759



YVONNE ZIEL TRAFFIC CONSULTANTS, INC.

40 86th St. North, West Palm Beach, Florida 33412

Telephone (561) 624-7262 • Facsimile (561) 624-9578

March 22, 2001

Mr. Dan Weisberg, P.E.
Palm Beach County Traffic Division
160 Australian Avenue, Suite 303
West Palm Beach, Florida 33406

RE: Premier Aviation - Boca Raton Airport - Trip Equivalency

Dear Mr. Weisberg:

Yvonne Ziel Traffic Consultants, Inc was retained to prepare a trip equivalency analysis for the existing uses at the Boca Raton Airport ("Airport") and the proposed Premier Aviation project at the Airport. The Airport is located north of Glades Road and east of I-95. On July 28, 1995 you sent a letter ("Vesting Letter") to the Airport recognizing certain vested uses and trips at the Airport. A copy of the Vesting Letter is attached. The uses vested on the Aviation Side are: a Based Aircraft Terminal/Office/Administration (545 aircraft and 74,000 square feet (SF)) and a Restaurant (6,000 SF). The uses vested on the Non-Aviation Side are a 29,900 SF restaurant, a 286,475 SF office and a 285 room hotel.

The current plan for a 20 acre Premier Aviation parcel consists of adding a Fixed Base Operator (40 aircraft), 125,000 SF of office and a 10,800 SF restaurant.

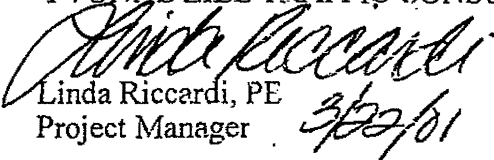
At this time the existing uses at the Airport for both the Aviation and Non-Aviation Side are: 236 Based Aircraft, Boomer's Family Entertainment Center (9.1 acres), and the Muvico Cinema complex (4,200 seats) with the associated 6,025 SF restaurant.

Based on ITE Trip Generation Rates, the uses approved in the Vesting Letter generate 10,372 vested daily trips. Using ITE Trip Generation Rates for the proposed Premier Aviation plan and the existing uses, results in a total daily trip generation of 7,142 trips. Refer to Tables 1 through 7 for traffic generation information used to develop this data. The current and proposed Premier Aviation average daily traffic generation at the Airport is less than the vested daily trips. After Premier Aviation there remains only a vacant five acre site at the Airport.

Per your request we reviewed the ability to accommodate a total of 545 Fixed Based Aircraft after implementation of the Premier Aviation plan. Tables 8, 9, and 10 demonstrate that the total number of vested trips is not exceeded with 545 Fixed Based Aircraft.

Sincerely,

YVONNE ZIEL TRAFFIC CONSULTANTS, INC.


Linda Riccardi, PE
Project Manager

ENCLOSURES

TABLE 8
PREMIER AVIATION
TRIP GENERATION - PROPOSED WITH TOTAL APPROVED AIRCRAFT

LAND USE	SIZE	ADT TRIPS		AM PEAK TRIPS		PM PEAK TRIPS	
		ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
GENERAL AVIATION AIRPORT	545	3,602	161	365	204	545	262
RESTAURANT-QUALITY (BAHAMA BREEZES)	10,800	1,042	1	9	8	81	54
OFFICE/SF	125,000	1,661	23	195	172	186	32
BOOMER'S/ACRE	9.1	946	4	12	8	80	6
MUVICO THEATER/SEAT	4,200	1,806	13	37	24	105	18
RESTAURANT-QUALITY (W/MUVICO)	6,025	581	0	5	5	45	30
TOTAL:		9,638	202	623	421	1,042	401
							505

TABLE 9
PREMIER AVIATION
INTERNAL/EXTERNAL TRIPS PROPOSED WITH TOTAL APPROVED AIRCRAFT

LAND USE	INTERNAL RATE	INTERNAL TRIPS		AM PEAK		PM PEAK		INTERNAL TRIPS		AM PEAK		PM PEAK	
		ADT	TOTAL	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
GENERAL AVIATION AIRPORT	0	0	0	0	0	0	0	0	0	365	204	161	545
RESTAURANT-QUALITY (BAHAMA BREEZES)	10	104	1	1	5	3	938	8	8	8	7	1	73
OFFICE/SF	6	104	11	1	12	2	1,557	163	161	163	22	174	49
BOOMER'S/ACRE	0	0	0	0	0	0	946	12	12	12	8	4	80
MUVICO THEATER/SEAT	0	0	0	0	0	0	1,806	37	24	37	13	105	6
RESTAURANT-QUALITY (W/MUVICO)	50	291	2	2	15	7	290	2	2	2	3	0	22
TOTAL:								9,139	607	407	201	999	380
													484

TABLE 10
PREMIER AVIATION
PASS-BY AND NEW TRIPS - PROPOSED USE WITH TOTAL APPROVED AIRCRAFT

LAND USE	PASS-BY PERCENT		ADT		AM PEAK		PM PEAK		NEW		PASS-BY		PM PEAK	
	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
GENERAL AVIATION AIRPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RESTAURANT-QUALITY	15	141	1	1	0	7	6	161	11	11	0	0	0	545
OFFICE/SF	5	78	9	8	1	174	153	21	9	7	7	4	62	20
BOOMER'S/ACRE	0	0	0	0	0	12	8	4	0	0	0	7	165	29
MUVICO THEATER/SEAT	0	0	0	0	0	37	24	13	0	0	0	0	80	6
RESTAURANT-QUALITY (W/MUVICO)	0	0	0	0	0	2	3	0	0	0	0	0	105	18
TOTAL:														
VESTED TRIPS:														
NET INCREASE (DECREASE):														

Table 1
PREMIER AVIATION
TRIP GENERATION RATES

14-Mar-01
10:05:25 AM

LAND USE	ITE CODE	ADT TRIP RATES		AM PEAK TRIP RATES		PM PEAK TRIP RATES	
		TOTAL	PERCENT	TOTAL	PERCENT	TOTAL	PERCENT
GENERAL AVIATION AIRPORT	022	6.61	0.67	44	56	1	48
RESTAURANT-QUALITY	831	96.51	0.81	6	94	6	33
OFFICE/SF	710	LNT=756*LN+3.765	1.56	88	12	1.49	17
HOTEL/AVG	310	8.7	0.67	58	42	0.71	49
BOOMER/SIACRE	IND	103.94	1.268	67	33	8.828	48
MUVICD/SEAT	IND	0.43	0.0088	64	36	0.0251	52

SOURCE: INSTITUTE OF TRANSPORTATION ENGINEERS, TRIP GENERATION, 5TH EDITION, 6TH EDITION PK
SOURCE: PALM BEACH COUNTY IMPACT FEE ORDINANCE-ADT
IND - INDEPENDENT STUDY

TABLE 2
PREMIER AVIATION
TRIP GENERATION - VESTED USES

LAND USE	SIZE	ADT TRIPS		AM PEAK TRIPS		PM PEAK TRIPS	
		TOTAL	PERCENT	TOTAL	PERCENT	TOTAL	PERCENT
GENERAL AVIATION AIRPORT	545	3,602	365	204	161	545	262
RESTAURANT-QUALITY	29,900	2,886	24	23	1	224	150
OFFICE/SF	286,475	3,109	447	393	54	427	73
HOTEL/AVG	285	2,480	191	111	80	202	99

TOTAL: 12,077 1,027 731 296 1,398 583 815

TABLE 3
PREMIER AVIATION
INTERNAL/EXTERNAL TRIPS - VESTED USES

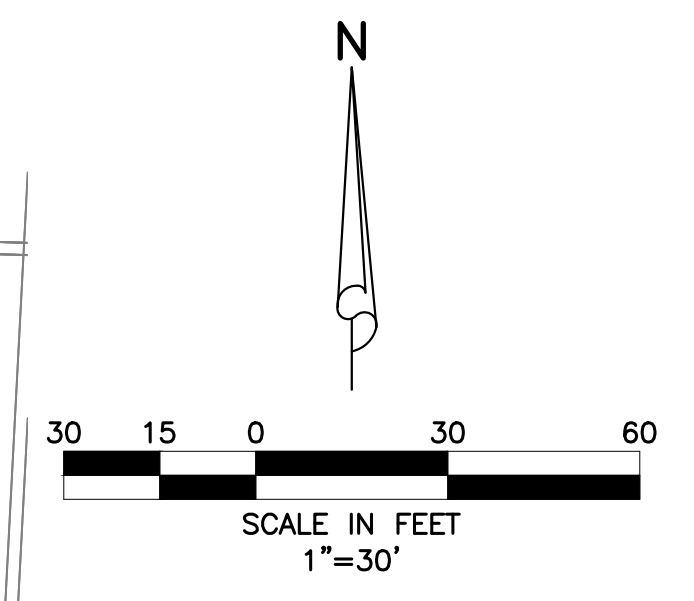
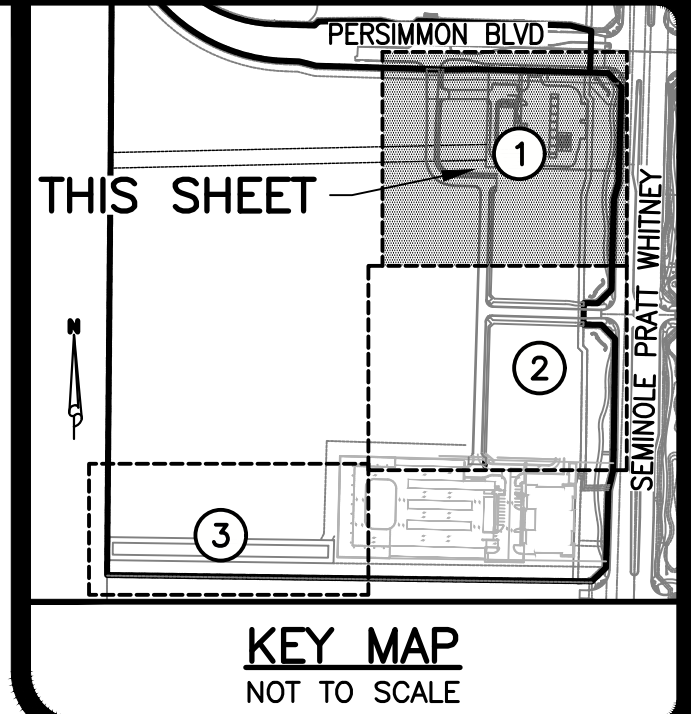
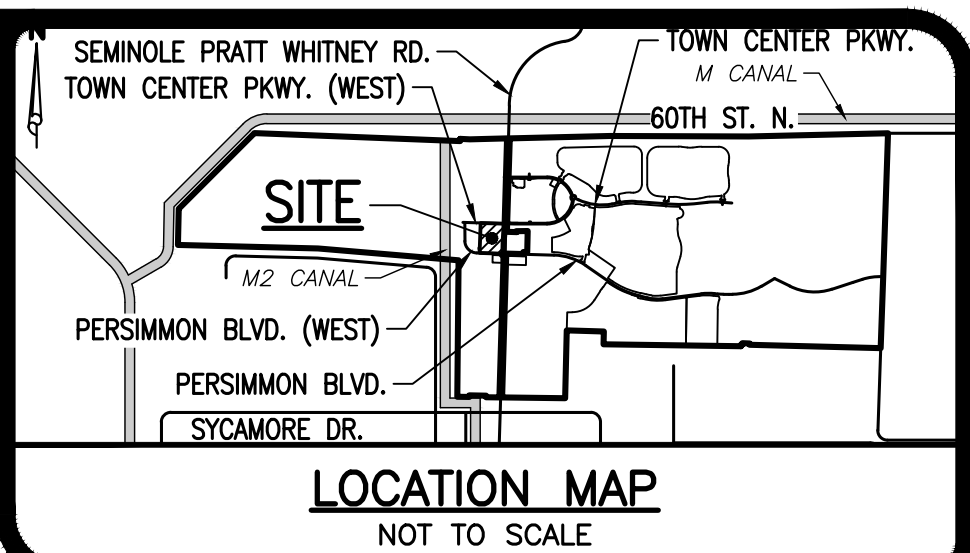
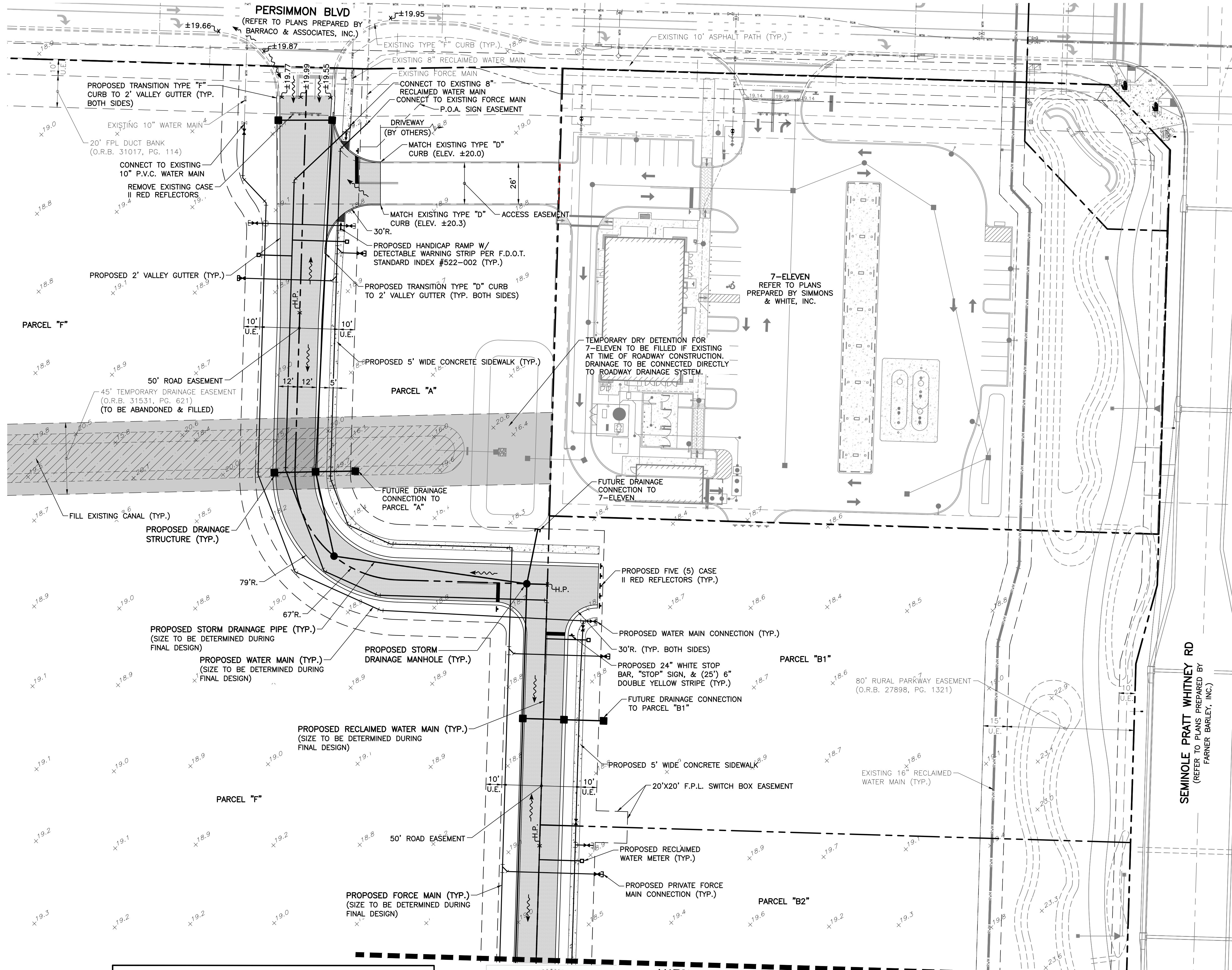
LAND USE	INTERNAL RATE	AM PEAK		PM PEAK		INTERNAL TRIPS		AM PEAK		PM PEAK		EXTERNAL TRIPS	
		TOTAL	ADT	TOTAL	ADT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
GENERAL AVIATION AIRPORT	0	0	0	0	0	0	0	3,602	365	204	161	545	262
RESTAURANT-QUALITY	10	289	2	0	0	22	15	2,597	22	21	1	202	135
OFFICE/SF	17	537	77	68	9	74	13	61	2,572	370	45	353	60
HOTEL/AVG	10	248	19	11	6	20	10	2,232	172	100	72	182	89

TOTAL: 11,003 929 650 279 1,282 546 736

TABLE 4
PREMIER AVIATION
PASS-BY AND NEW TRIPS - VESTED USES

LAND USE	PASS-BY PERCENT	ADT		AM PEAK		NEW		PASS-BY		PM PEAK	
		TOTAL	ADT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
GENERAL AVIATION AIRPORT	0	0	0	0	0	365	204	161	0	0	545
RESTAURANT-QUALITY	15	380	2,207	3	0	19	18	1	30	20	172
OFFICE/SF	5	129	2,443	19	16	2	351	43	18	3	336
HOTEL/AVG	5	112	2,120	9	5	4	163	95	9	4	173

TOTAL: 10,372 808 625 273 1,275 519 706

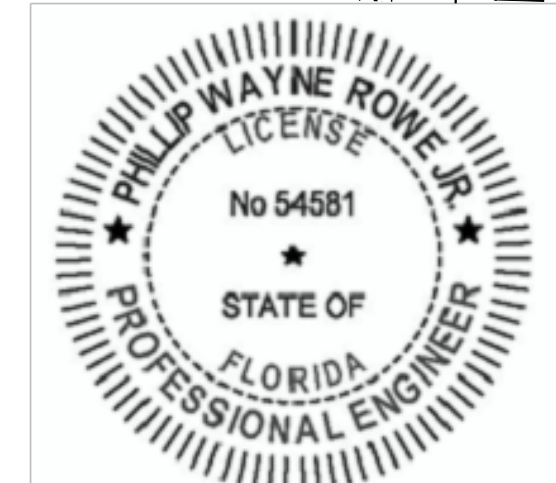


- LEGEND**
- ASPHALT PAVEMENT
 - CONCRETE
 - EXISTING S.I.D. CANAL (TO BE FILLED)
 - EXISTING S.I.D. EASEMENT (TO BE ABANDONED)
 - PROPOSED STORM SEWER AND DRAINAGE STRUCTURE
 - PROPOSED STORM SEWER AND MANHOLE
 - PRIVATE FORCE MAIN CONNECTION
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 - PROPOSED HIGH POINT

- NOTES:**
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 - 2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SEMINOLE IMPROVEMENT DISTRICT AND THE PALM BEACH COUNTY HEALTH DEPARTMENT STANDARDS.
 - 3.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
 - 4.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.

Philip W Rowe
2021.03.24 16:17:25 -04'00'

DATUM NOTES:
 1.) ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY GEOPPOINT SURVEYING, INC. (561) 444-2720.
 2.) AN APPROXIMATE CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 AND N.A.V.D. CAN BE MADE BY ADDING 1.47 TO THE N.A.V.D. ELEVATION TO OBTAIN THE N.G.V.D. ELEVATION.



This item has been electronically signed and sealed by Phillip W. Rowe, Jr., P.E. on March 24, 2021 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MATCH LINE SEE SHEET 2

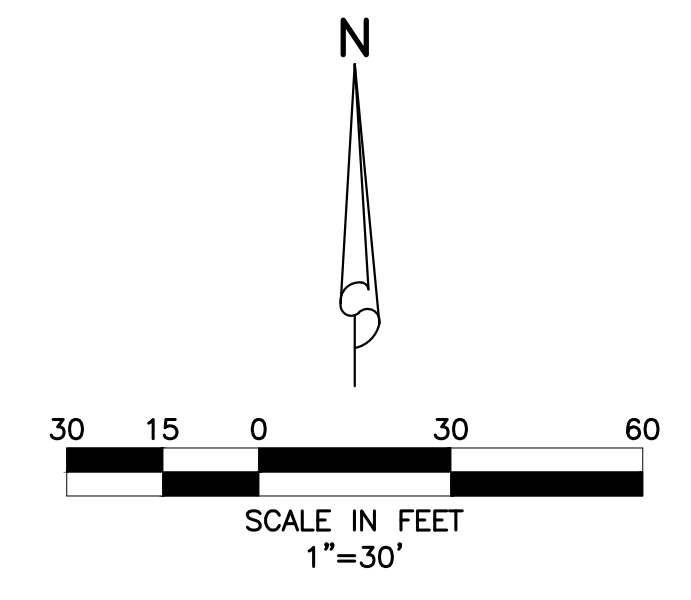
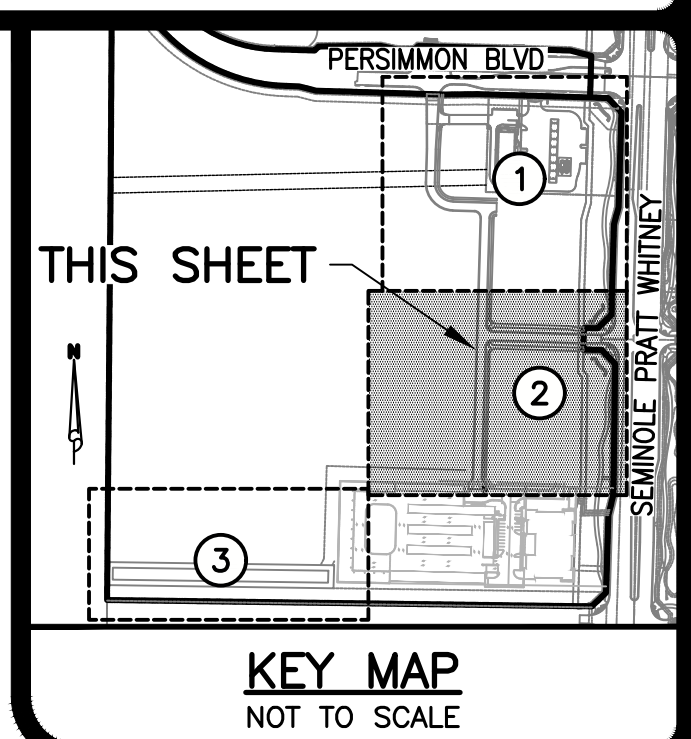
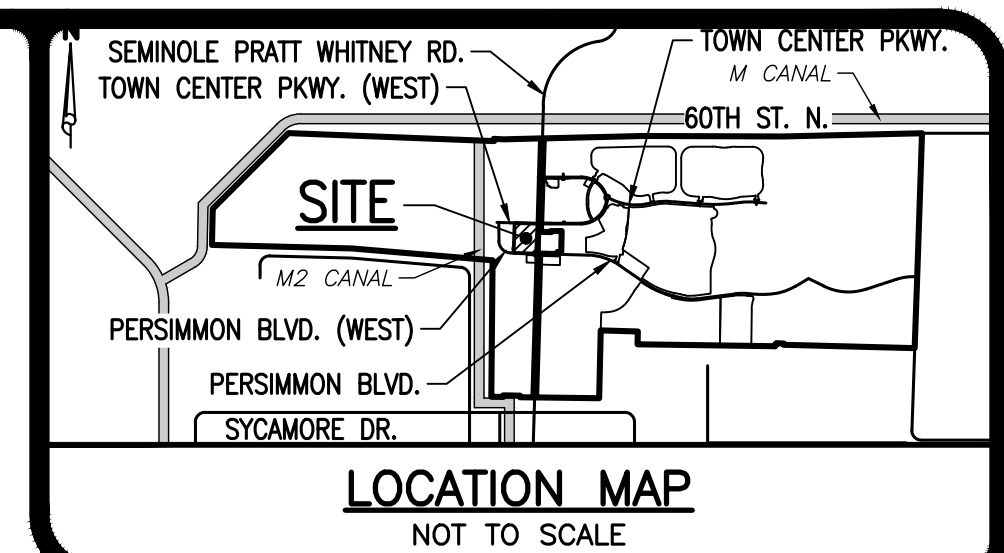
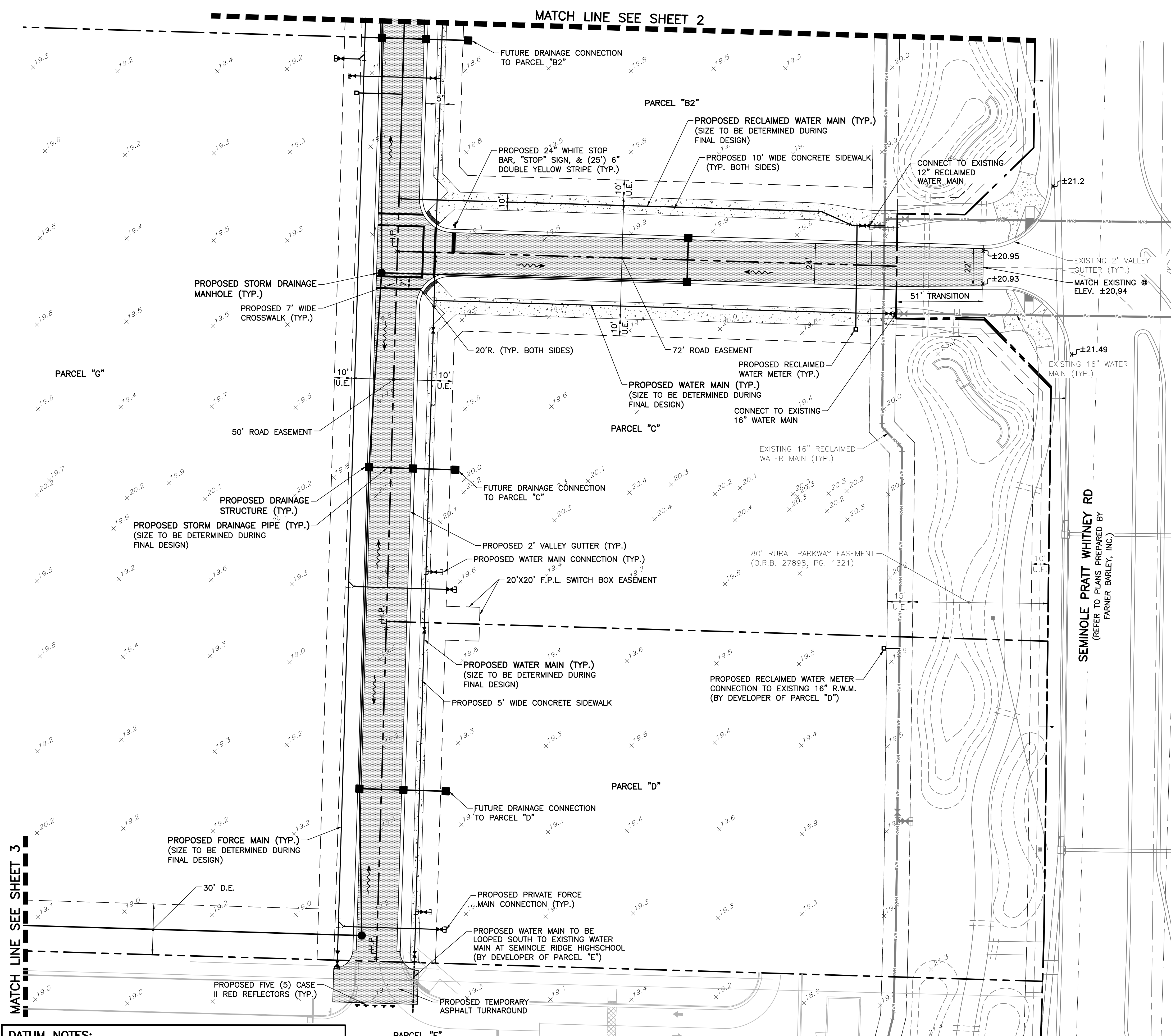
3/24/2021

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WESTLAKE LANDINGS
 SECTION 02 & 11, TOWNSHIP 43S., RANGE 40E.
 CITY OF WESTLAKE, FLORIDA
ROADWAY CONCEPTUAL PLAN

DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET	OF
T.R.	B.L.				19-106	19106(RW)C01	1	3



- LEGEND**
- ASPHALT PAVEMENT
 - CONCRETE
 - EXISTING S.I.D. CANAL (TO BE FILLED)
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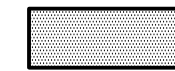

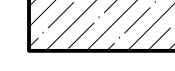







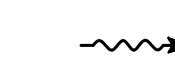
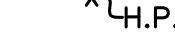


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DESIGN T.R.	DRAWN B.L.	CHECKED	APPROVED	DATE
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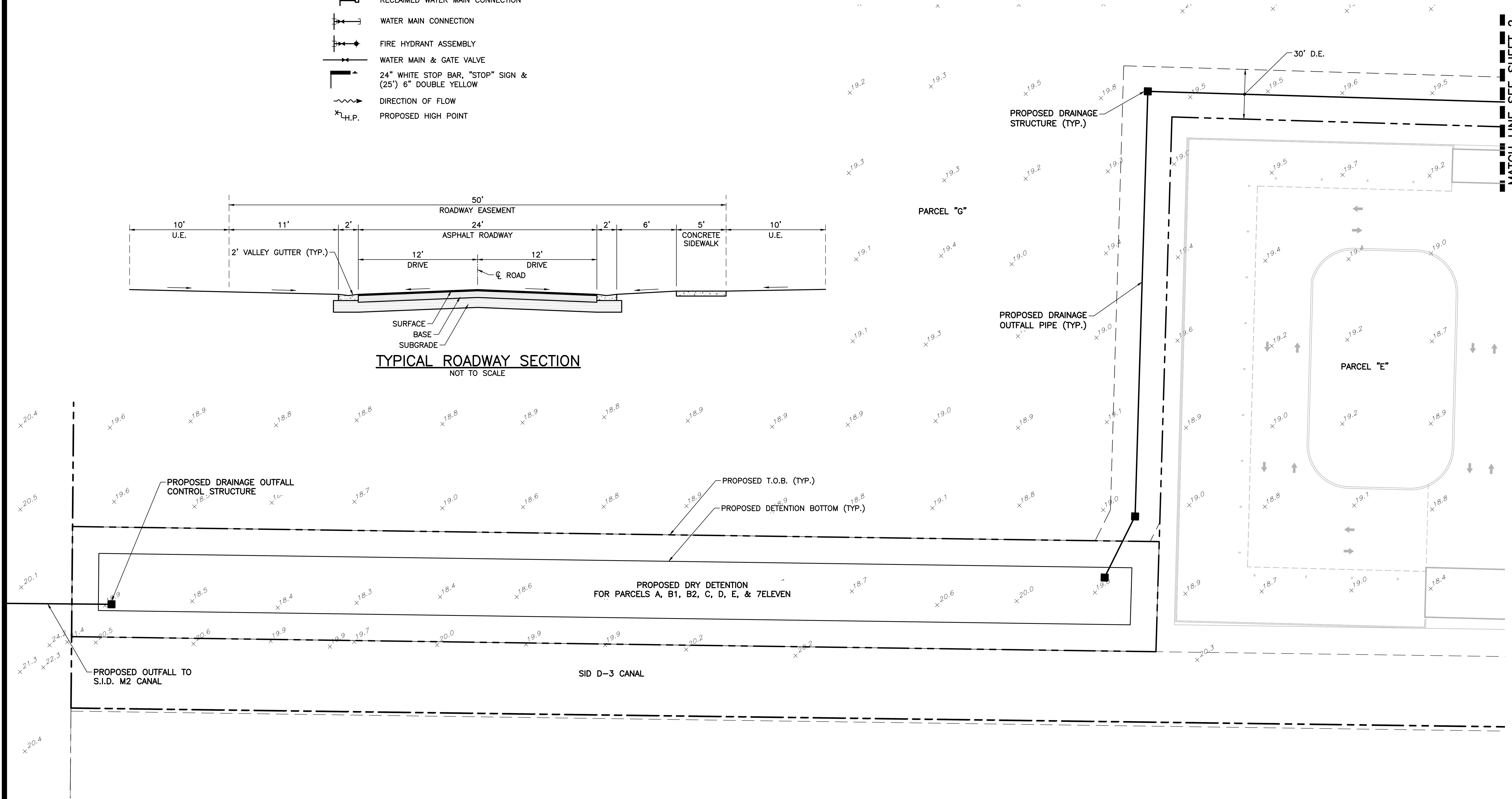
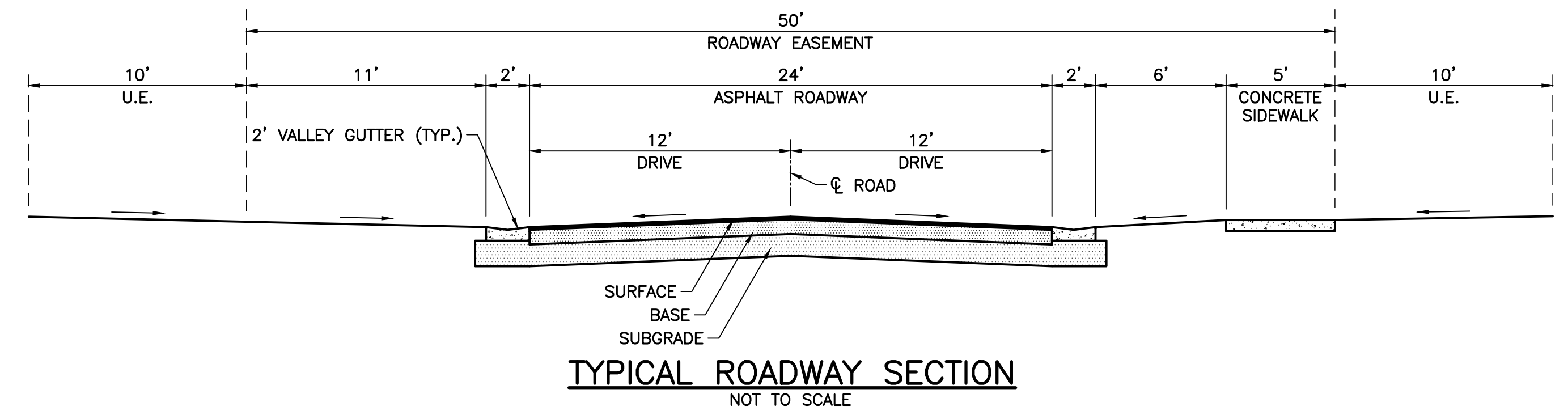
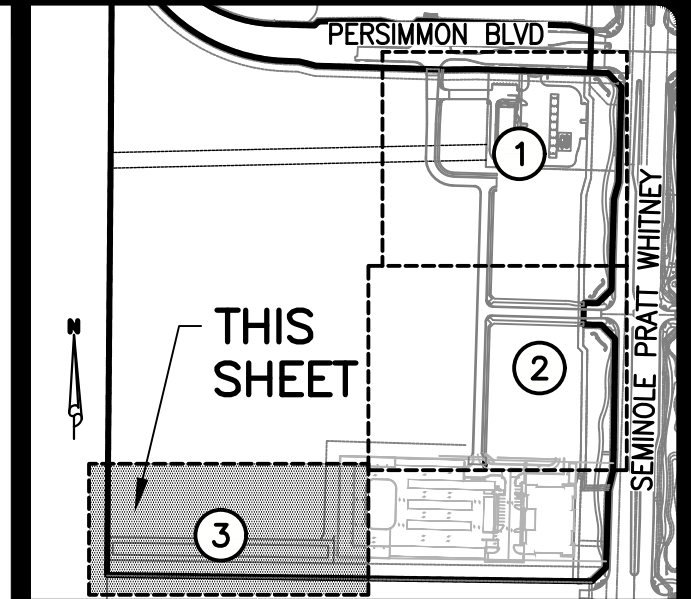
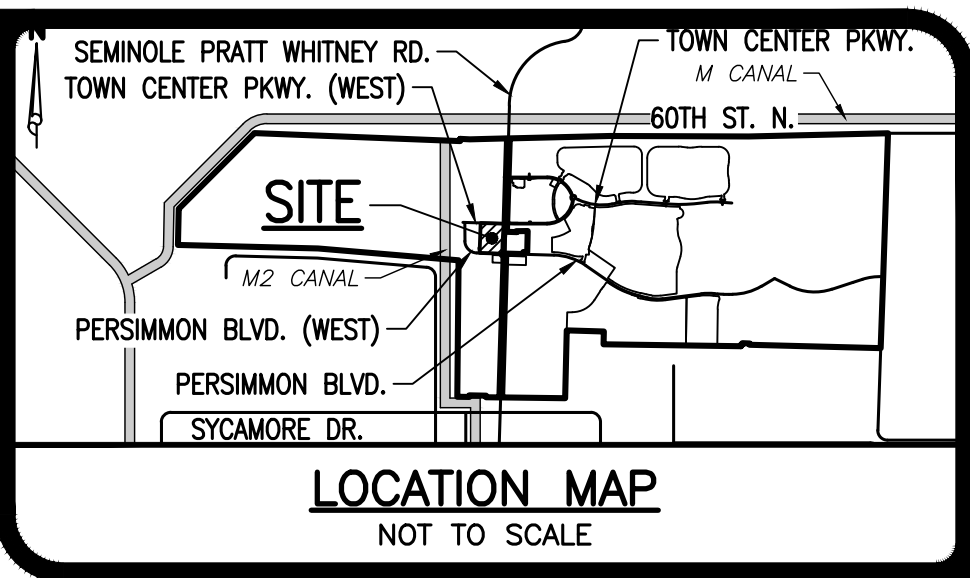
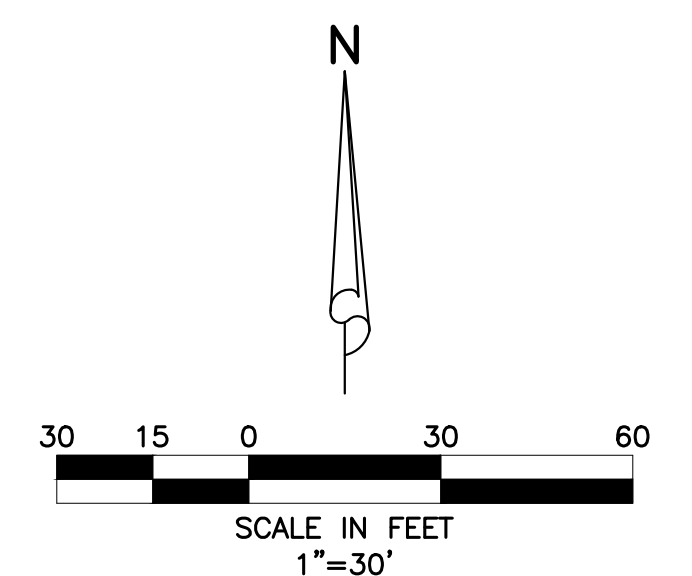
WESTLAKE LANDINGS
 SECTION 02 & 11, TOWNSHIP 43S., RANGE 40E.
 CITY OF WESTLAKE, FLORIDA
 ROADWAY CONCEPTUAL PLAN

JOB NO. 19-106	DRAWING NO. 19106(RW)C02	SHEET 2	OF 3
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- LEGEND**
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 -  CONCRETE
 -  EXISTING S.I.D. CANAL (TO BE FILLED)
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MATCH LINE SEE SHEET 2

3/24/2021

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WESTLAKE LANDINGS
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DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET	OF
T.R.	B.L.				19-106	19106(RW)C03	3	3

File Attachments for Item:

B. A Resolution for the Pod H Pinnacle Self Storage Site Plan

Submitted By: Planning & Zoning

RESOLUTION 2021-15

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 107,290 SQUARE FOOT SELF SERVICE STORAGE; AND APPROXIMATELY HALF-ACRE OUTDOOR AREA FOR STORAGE OF BOATS AND RECREATIONAL VEHICLES LOCATED IN THE WESTLAKE LANDINGS PLAZA ON PARCEL H AT 4701 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		6/14/21	Submitted By: Gina Lawrence	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Pod H Pinnacle Self Storage Site Plan		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Resolution 2021-15, the final Site Plan for Pod H Pinnacle Self Storage		
SUMMARY and/or JUSTIFICATION:		<p>The applicant is requesting approval of a Site Plan Review of an approximately 107,290 sq. ft. self service storage facility including 76,510 sq. ft. three (3) story limited access storage building; a 30,780 sq. ft. one (1) story multiaccess storage buildings; and, a 0.71 acres outdoor area for storage of boats and recreational vehicles. The subject application is located in the “Westlake Landings” commercial plaza on Pod H, Parcel E (5.75 acres).</p> <p>The subject application is part of Phase Two of a 50.826 acres commercial plaza in the Mixed Use Zoning District. “Westlake Landings” will be developed as a Property Owners Association (POA) with individual owners within Pod H. . <u>The subject plaza consists of a number of parcels that will be developed according to market driven demand, and subject site plans will be submitted for staff review and approval by the City Council.</u></p>		
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:	X	PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report, Master Plan, Justification, Site Details, Drainage Statement, Declaration of Covenants, Application, Traffic Report, Conceptual Engineering, Floor Plans			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 107,290 SQUARE FOOT SELF SERVICE STORAGE; AND APPROXIMATELY HALF-ACRE OUTDOOR AREA FOR STORAGE OF BOATS AND RECREATIONAL VEHICLES LOCATED IN THE WESTLAKE LANDINGS PLAZA ON PARCEL H AT 4701 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$

RESOLUTION 2021-15

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN FOR AN APPROXIMATELY 107,290 SQUARE FOOT SELF SERVICE STORAGE; AND APPROXIMATELY HALF-ACRE OUTDOOR AREA FOR STORAGE OF BOATS AND RECREATIONAL VEHICLES LOCATED IN THE WESTLAKE LANDINGS PLAZA ON PARCEL H AT 4701 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the developer Minto PBLH, LLC, submitted an application for a Site Plan review and approval for a Self Service Storage at Westlake Landings, located at 4701 Seminole Pratt Whitney Road, Westlake, Florida, 33470, containing approximately 5.75 acres, legally described in the attached Exhibit "A", and

WHEREAS, the City staff have reviewed the proposed Site Plan Review, SPR -2021-04, which consists of an approximately 76,510 sq. ft. three (3) story limited access storage building, an approximately 30,780 sq. ft. one (1) story multiaccess storage buildings and 0.71-acre outdoor area for storage of boats and recreational vehicles all as provided in the attached Exhibit "B", (Site Plan Review); and

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

WHEREAS, the Site Plan Review is consistent with all of the requirements of the City of Westlake's Interim Land Development Regulations and the City's Codes, the city staff recommends approval of the Site Plan Review; and

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

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

THAT:

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

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

Section 2: Approval of Site Plan Review: The City Council for the City of Westlake hereby approves the Site Plan Review, SPR 2021-04, for a Self Service Storage at Westlake Landings consisting of an approximately 76,510 sq. ft. three (3) story limited access storage building, an approximately 30,780 sq. ft. one (1) story multiaccess storage buildings and 0.71-acre outdoor area for storage of boats and recreational vehicles located at 4701 Seminole Pratt Whitney Road, Westlake, Florida, 33470, as described in the Site Plan, attached hereto as Exhibit "B", located on approximately 5.75 acres, in the City of Westlake, and in Palm Beach County, Florida.

Section 3. Implementation: The City Manager and the Interim City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Resolution.

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

PASSED AND APPROVED by City Council for the City of Westlake, on this 14th day of June, 2021.

PUBLISHED on this 4th day of June, 2021 in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burges, City Clerk

Approved as to Form and Sufficiency
Donald Doody, Interim City Attorney

Exhibit 'A'

EXHIBIT "A"
Legal Description

DESCRIPTION: POD H - PARCEL "E"

BEING A PORTION OF LOT 2, WESTLAKE - POD H, AS RECORDED IN PLAT BOOK 129, PAGES 135 THROUGH 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN A PORTION OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, WESTLAKE - POD H, AS RECORDED IN PLAT BOOK 129, PAGES 135 THROUGH 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.01°42'45"W., A DISTANCE OF 835.68 FEET TO THE POINT OF BEGINNING; THENCE S.88°17'15"E., A DISTANCE OF 393.75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID WEST RIGHT-OF-WAY: 1) S.01°42'52"W., A DISTANCE OF 32.38 FEET; 2) THENCE S.13°52'24"W., A DISTANCE OF 56.97 FEET; 3) THENCE S.01°42'52"W., A DISTANCE OF 222.40 FEET TO A POINT ON THE NORTH LINE OF OPEN SPACE TRACT #1, AS SHOWN ON SAID PLAT OF WESTLAKE - POD H; THENCE N.89°12'10"W., ALONG SAID NORTH LINE, A DISTANCE OF 788.71 FEET; THENCE N.01°42'45"E., A DISTANCE OF 323.07 FEET; THENCE S.88°17'15"E., A DISTANCE OF 406.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 250,535 SQUARE FEET OR 5.751 ACRES, MORE OR LESS.



City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting 6/14/2020

PETITION DESCRIPTION

PETITION NUMBER: SPR-2021-04 *Pinnacle Storage at Westlake Landings (Pod H) Site Plan Review*

OWNER: Minto PBLH, LLC

APPLICANT: Cotleur & Hearing

ADDRESS: 4701 Seminole Pratt Whitney Road. Pod H Parcel E

PCN: 77-40-43-01-17-000-0020

REQUEST: The applicant is requesting approval of a Site Plan Review of an approximately 107,290 square foot self service storage facility, and a half-acre outdoor area for storage of boats and recreational vehicles. The subject application is located in the Westlake Landings commercial plaza on Pod H, Parcel E.

** The applicant will apply for a separate Master Sign Plan at a later time, this Site Plan Modification does Not include approvals for any signage.*

SUMMARY

The applicant is requesting approval of a Site Plan Review of an approximately 107,290 sq. ft. self service storage facility including 76,510 sq. ft. three (3) story limited access storage building; a 30,780 sq. ft. one (1) story multiaccess storage buildings; and, a 0.71 acres outdoor area for storage of boats and recreational vehicles. The subject application is located in the “Westlake Landings” commercial plaza on Pod H, Parcel E (5.75 acres).

The subject application is part of Phase Two of a 50.826 acres commercial plaza in the Mixed Use Zoning District. “Westlake Landings” will be developed as a Property Owners Association (POA) with individual owners within Pod H. . *The subject plaza consists of a number of parcels that will be developed according to market driven demand, and subject site plans will be submitted for staff review and approval by the City Council.*

STAFF RECOMMENDATION

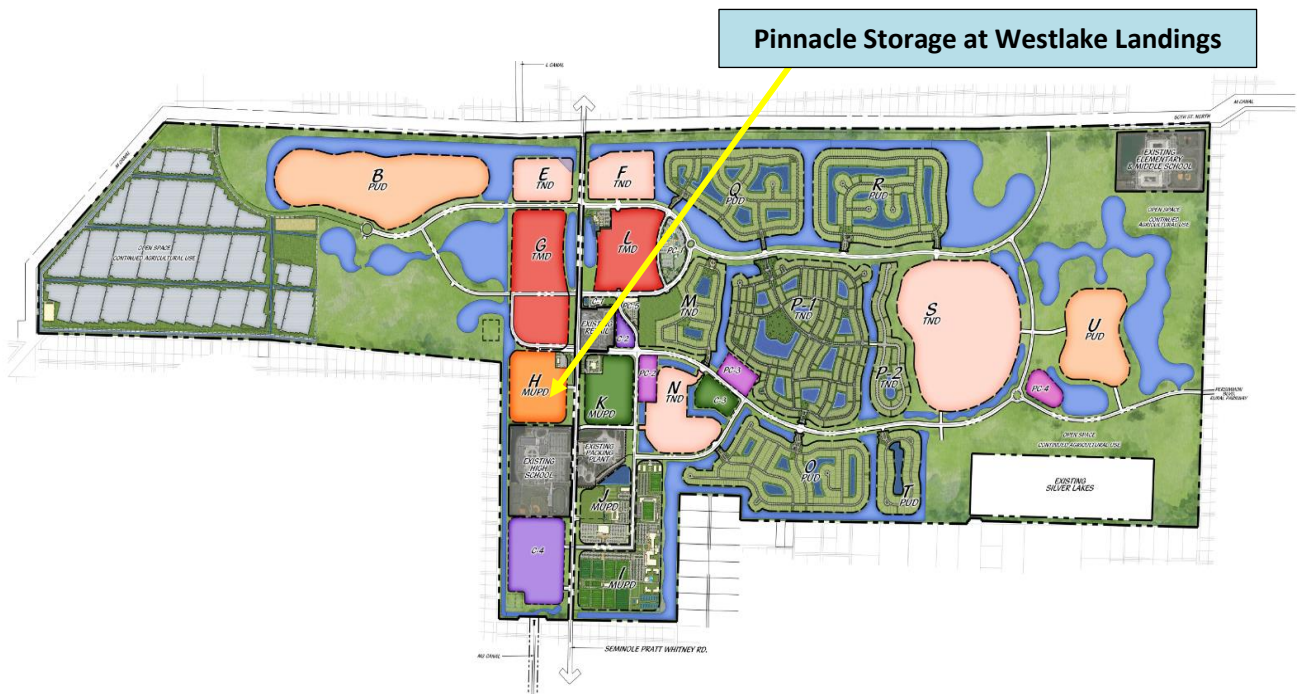
Based upon the facts and findings contained herein, the **Planning and Zoning Department** recommends approval of the subject application. The **Engineering Department** recommends approval of the above referenced application with the following conditions:

1. Traffic approval is for up to 107,290 square feet of Self Storage and 50 spaces of Outdoor Storage OR up to 140,000 square feet of Self Storage, which is equivalent to 27,000 square feet of Research & Development.

PETITION FACTS

- a. Total Gross Site Area: 5.75 acres
- b. Building Data: 107,290Sq. Ft. for self-service storage
- c. Land Use and Zoning
 - Existing Land Use: Vacant/Agricultural/Utility
 - Future Land Use: Downtown 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 & Civic	Mixed Use
WEST	Mixed Use	Mixed Use



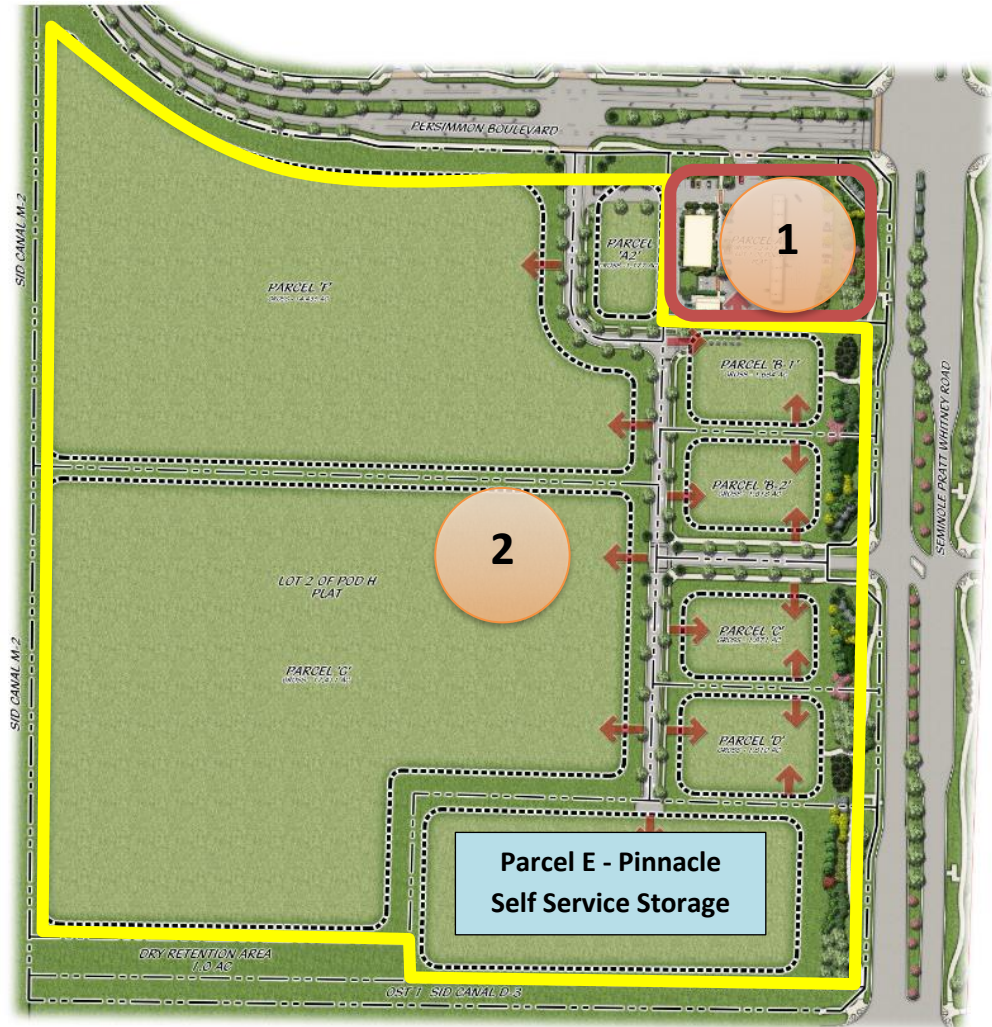
STAFF ANALYSIS

The subject application is part of Phase Two of a 50.826 acres commercial plaza in the Mixed Use Zoning District. “Westlake Landings” will be developed as a Property Owners Association (POA) with individual owners within Pod H. The subject Plaza consists of a number of parcels that will be developed according to market driven demand and subject site plans will be submitted for staff review and approval by the City Council.

The applicant is requesting approval of a Site Plan Review that includes part of the Rural Parkway Easement along with the following structures (total sq. ft. 107,290) and site improvements located in 5.75 acre site (Parcel E).

- 1. 76,510 sq. ft. three (3) story limited access storage building;
- 2. 30,780 sq. ft. one (1) story multiaccess storage buildings;
- 3. 0.71 acres outdoor area for storage of boats and recreational vehicles.

Pod H “Westlake Landings” Master Site Plan includes Phase One and Two (which includes Parcel E) as shown on graphics.

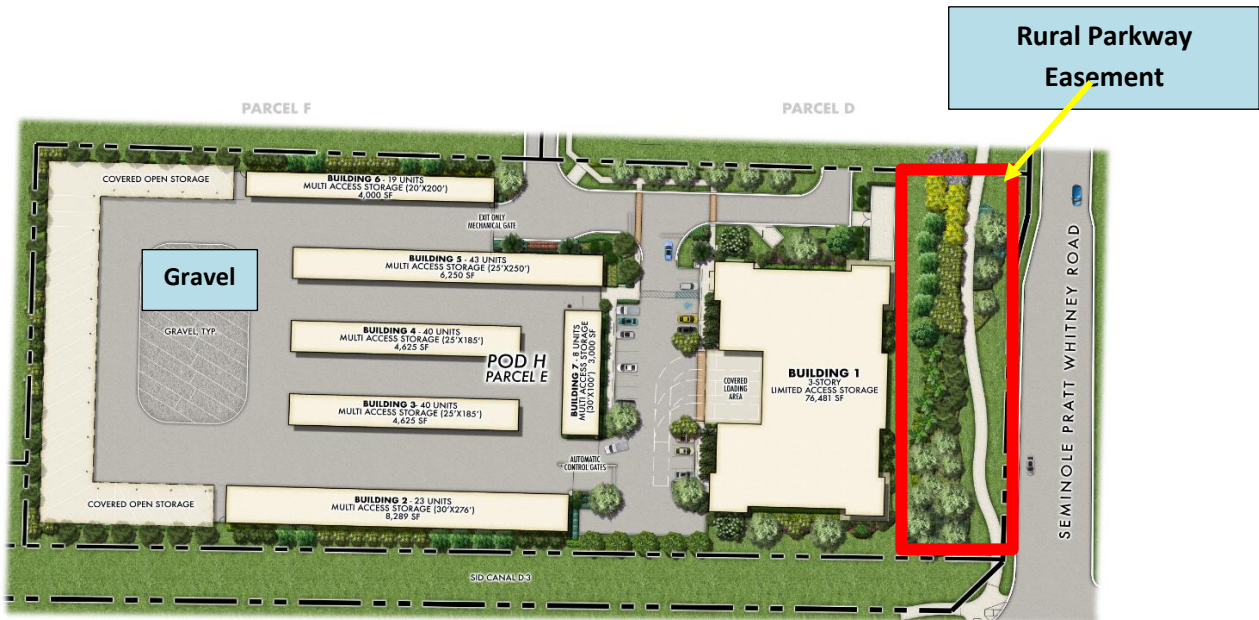


The following table presents compliance with applicable zoning code:

ZONING DISTRICT MIXED USE	REQUIRED BY CODE	PROPOSED	COMMENTS
Setbacks			
Front	Main Structure: 20'	97.2'	<i>In compliance</i>
Rear	Main Structure: 10'	545.7'	<i>In compliance</i>
Side Yard - South	Main Structure: 10'	32.4'	<i>In compliance</i>
Side Yard - North	Main Structure: 10'	77.6'	<i>In compliance</i>
Lot Coverage	Max Lot Coverage: 45%	23.14%	<i>In compliance</i>
Building Height	120 ft. max	3 story / 43'	<i>In compliance</i>
Parking	Required parking: 1/240 SF = 9 spaces, 1 ADA	18 provided, 1 ADA	<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%	51.38%	<i>In compliance</i>
Bike Racks	5% of parking required. Total: 1	4 provided	<i>In compliance</i>

Rural Parkway Easement and Pervious Calculations

Per the Mixed Use Zoning District, the minimum required pervious area is 25%. Parcel E contains 51.38% of pervious area including part of the Rural Parkway Easement (RPE) as shown on below graphic.

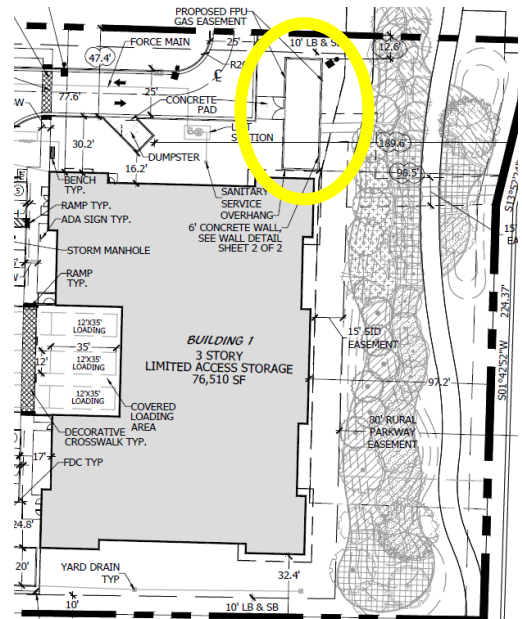


information regarding pervious calculation is included on the Site Plan drawing:

PERVIOUS AREA	SQ.FT.	AC.	%
LANDSCAPE AREA	116,860.51	2.68	46.64%
PERVIOUS GRAVEL STORAGE	11,863.11	0.27	4.74%
SUB TOTAL	128,723.62	2.96	51.38%

FPU Proposed Easement and Facility

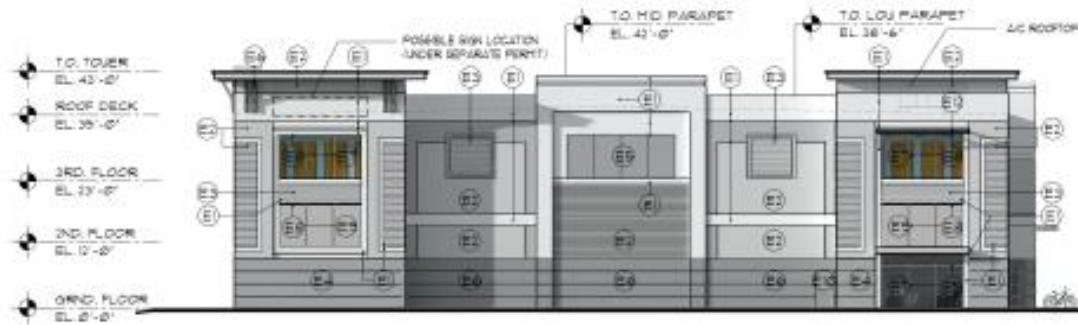
The subject site (Parcel E) includes a gas facility and easement owned by FPU as shown on this graphic. Since the facility is fronting Seminole Pratt Whitney Road the review included further considerations for aesthetics. The facility will be screened by installing a wall fence and landscaping. Also, the facility will be additionally screened by the berm and landscaping located in the Rural Parkway Easement.



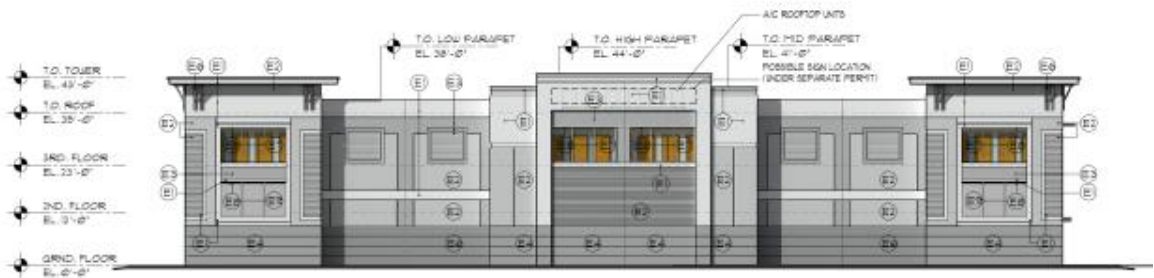
Architectural Elevations

Design and aesthetics are paramount to the vision and goals of the City of Westlake. Since the subject application is fronting Seminole Pratt Whitney Road, aesthetics of the primary building were carefully considered.

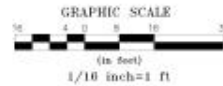
Principal Building Façade facing North



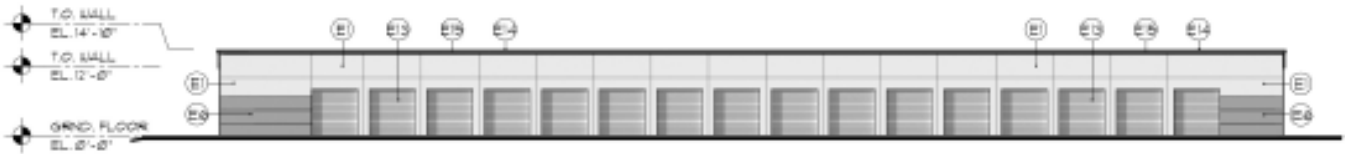
Principal Building Façade facing Seminole Pratt Whitney Road



3 BUILDING 1 - EAST ELEVATION
 A5.3 1/8"=1'-0"



One (1) story multiaccess storage building elevation located on the rear of the property



Landscape

The proposed landscape includes buffer and foundation plantings in accordance with City Land Development Regulations. The buffering along the east side of the property will be accomplished through the 80-foot wide Rural Parkway Easement along Seminole Pratt Whitney Road.

Drainage

It is proposed that exfiltration trenches will be used to provide the 0.5” pretreatment prior to discharging into the master drainage system for positive legal outfall. The discharge into the master drainage system is in accordance with the master plan for the Westlake Landings reviewed under application MPA-2021-01.

Traffic

Westlake was previously approved under Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code. The specialty uses in this parcel were not specifically analyzed in the originally approved Westlake traffic study. Under this application, an equivalency analysis was conducted to demonstrate that the trips for proposed uses do not exceed the trips for the approved uses. The information was reviewed and found to be acceptable in accordance with the City LDRs.

Roadway Connections

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

Fire Safety

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

FINAL REMARKS

SPR-2021-04 will be heard by the City Council on June 14, 2020. The public hearing was advertised in compliance with the City’s code. The subject application was reviewed by the City of Westlake staff (Planning and Zoning, Engineering), Seminole Improvement District (SID) and Palm Beach County Fire Rescue.

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

- 1 Traffic approval is for up to 107,290 square feet of Self Storage and 50 spaces of Outdoor Storage OR up to 140,000 square feet of Self Storage, which is equivalent to 27,000 square feet of Research & Development.

POD H Pinnacle Self-Service Storage

Site Plan Review

Justification Statement

March 25, 2021

Introduction

The Applicant is pleased to submit this request for the site plan approval of a Self-Service storage facility within the southern portion of Pod H, to be situated on Lot 2, Parcel E, of the previously platted Pod H site. The self-service storage site is 5.75 acres and will contain both limited and multi-access storage units comprising approximately 107,261 sq.ft. as well as .71-acre outdoor area for the storage of boats and recreation vehicles. Pod H located centrally within the TTD on the west side of Seminole Pratt Whitney Road, just north of Seminole Ridge High School. This self-service storage facility is a welcome addition to the Westlake community, giving the residents a convenient and easily accessible option for additional storage (boat and RV storage is prohibited within the residential subdivisions).

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. To provide consistency with the Development Order and existing zoning, the plan states the FLUA designation as Agricultural Enclave. The property is currently in active construction.

Minto Westlake is roughly co-extensive with 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

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

Ordinance No. 2014-030 approved an amendment to the Comprehensive Plan for the site-specific Agricultural Enclave, including a Conceptual Master Plan and Implementing Principles. The Ordinance also made various text changes to the Plan related to the Agricultural Enclave Future Land Use. These Amendments were codified and are included as part of the Palm Beach County's Comprehensive Plan.

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

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

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

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

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

On November 13, 2017, Resolution No. 2017-09 approved the final plat for Persimmon Boulevard East Plat 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On July 8, 2019, Resolution No. 2019-12 approved the final plat for 7-Eleven Gas Station.
On July 8, 2019, Resolution No. 2019-15 approved the Site Plan for 7-Eleven Gas Station.

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

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

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

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

On September 9, 2019, Ordinance No. 2019-06 established the Mandatory Signage Design.

On September 9, 2019, Ordinance No. 2019-07 established the Mandatory Landscaping Design and Buffers.

On September 23, 2019, Ordinance No. 2019-09 established Chapter 3 and Adopting of the Zoning Map.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On June 08, 2020, Resolution 2020-12 approved the Plat for Groves of Westlake (Pod 0).

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

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

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

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

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

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

Westlake POD H – Pinnacle Self-Service Storage
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On August 10, 2020, Resolution 2020-05 approved the Final Plat for Persimmon Boulevard East Plat 4.

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

On September 14, 2020, Resolution 2020-26 approved the Final Plat for Pod T – Estates of Westlake.

On November 09, 2020, Resolution 2020-32 approved the Final Plat for the Westlake Plaza (Publix).

On November 09, 2020, Resolution 2020-33, approved the Master Site Plan for the Publix at Westlake Plaza.

On November 09, 2020, Resolution 2020-34, approved the Site Plan for the Publix Grocery Store, Drive through Pharmacy, Liquor Store , and 9,600 sf of Inline retail.

On November 12, 2020, the City of Westlake approved an amendment (MPA-2020-04) to the Final Master Plan, which allowed minor adjustments to the dwelling unit allocations and land area in Pods N, S, and U.

On December 14, 2020, Resolution 2020-36, approved the Final Plat for Sky Cove South, Phase 1A (Pod N).

On December 14, 2020, Resolution 2020-37, approved the Final Plat for Sky Cove South, Phase 1B (Pod N).

On December 14, 2020, Resolution 2020-38, approved the Master Sign Plan for 7-Eleven 1.0.

On December 14, 2020, Resolution 2020-39, approved the Master Sign Plan for the Publix at Westlake Plaza.

On December 15, the City of Westlake approved an amendment (MPA-2020-05) to the Final Master Plan, which allowed minor adjustments in Pod S.

On January 11, 2021, Resolution 2020-01, approved the Final Plat for Town Center Parkway South-West.

Westlake POD H – Pinnacle Self-Service Storage
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On January 11, 2021, Resolution 2020-02, approved the Final Plat for Pod G South-West.

On February 8, 2021, Resolution 2021-03, approved the Final Plat for Pod S - Phase I, Orchards of Westlake.

On March 8, 2021, Resolution 2021-06, approved the Final Plat for Pod M – Crossings of Westlake.

On March 8, 2021, Resolution 2021-07, approved the Final Plat for Pod S - Phase II, Orchards of Westlake.

Subject Request

The Applicant is requesting the site plan approval of a Self-Service Storage facility within the southern portion of Pod H, to be situated on Lot 2-Parcel E, of the previously platted Pod H site. Parcel E is a part of Lot 2 of Pod H which will be further subdivided by metes and bounds. The self-service storage site is 5.75 acres and will contain both limited and multi-access storage units comprising approximately 107,261 sq.ft., as well as .71 acre outdoor area for the storage of boats and recreation vehicles.

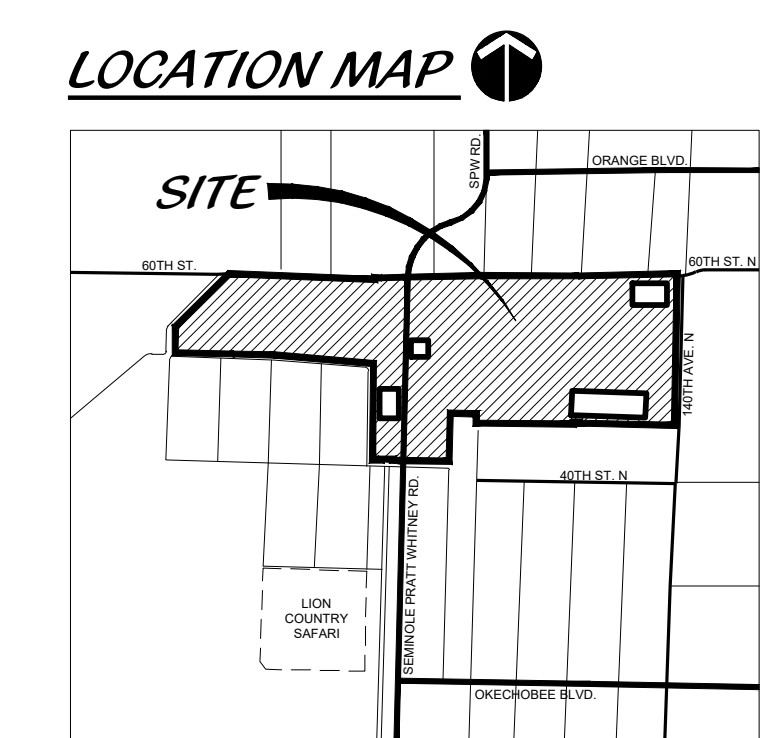
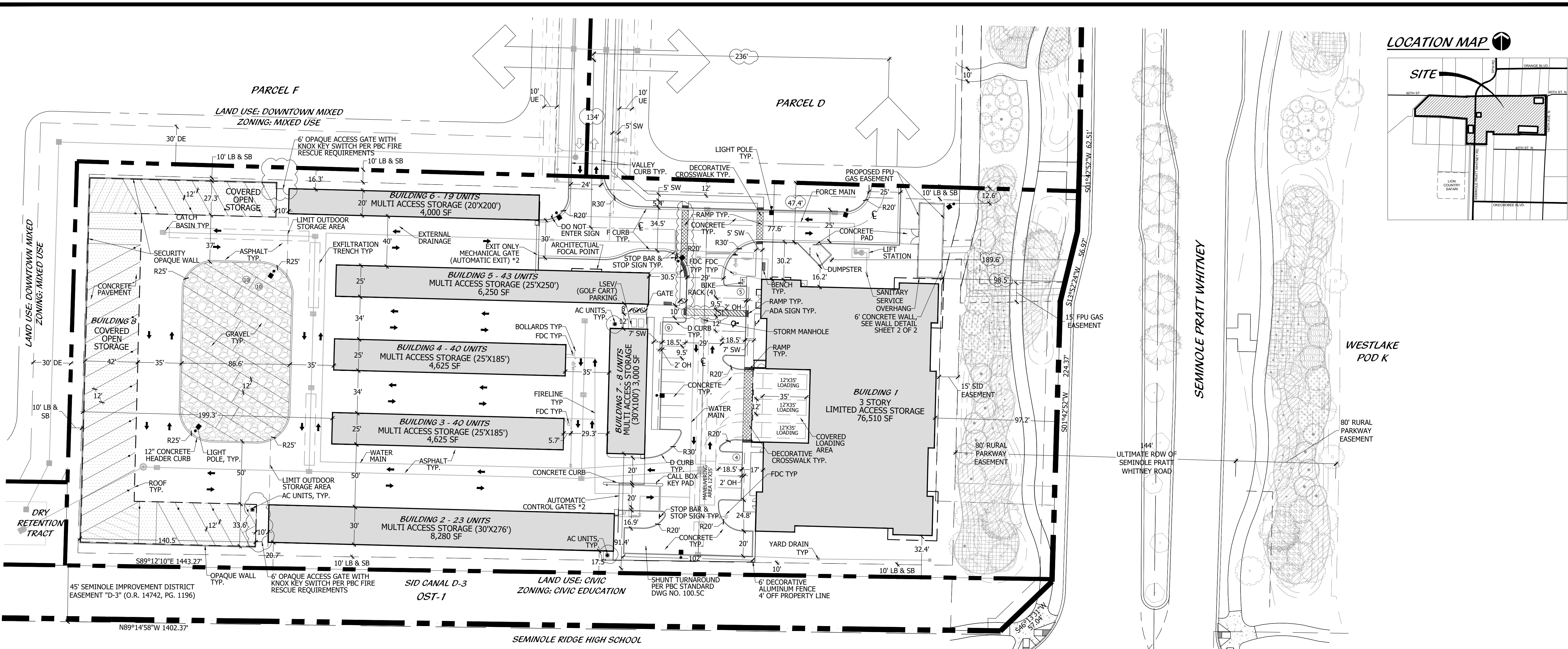
Pod H is to be known as “Westlake Landings” and is situated west of Seminole Pratt Whitney Road, south of Persimmon Boulevard and north of Seminole Ridge High School. The Final Subdivision Plan was previously approved on July 24, 2019, and on October 28, 2019, Resolution No. 2019-36 approved the Plat for Pod H. Moving forward, Pod H will be subdivided by metes and bounds, whereby no additional platting will be necessary.

Pod H, and therefore, Lot 2-Parcel E, have a Mixed-Use zoning designation allowing commercial, retail, and industrial uses. The site plan for the Self-Service Storage facility 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 self-service storage facility 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.

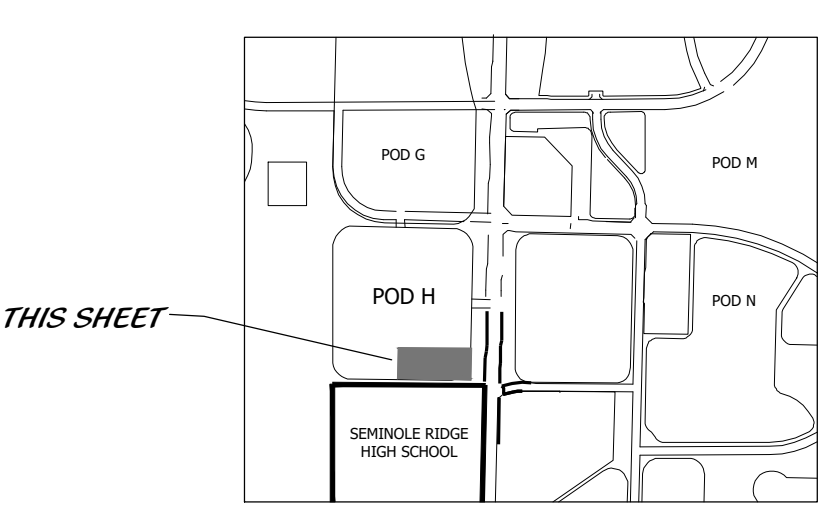
Westlake POD H – Pinnacle Self-Service Storage
Justification Statement
SPR-2021-04
CH 13-0518.60.01
March 25, 2021

Conclusion

The Applicant is requesting approval of the Self-Service Storage facility on Pod H 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.



KEY MAP



SITE DATA

NAME OF APPLICATION	WESTLAKE POD H - PINNACLE SELF STORAGE		
APPLICATION NUMBER	SPR 2021 04		
PROJECT NUMBER	CH 53 0518.60.02		
LAST BCC APPROVAL DATE	10.29.14		
LAST CITY OF W/L/MASTER PLAN APPROVAL DATE	11.12.2020		
RESOLUTION NUMBERS	TTD/R 2014-1646, R 2014-1647, R 2014-1648, ORDINANCE 2014-030, MPA 2016-01, MPA 2017-01, MPA 2019-01, MPA 2019-02, MPA 2020-01, MPA 2020-04, MPA 2020-05		
FUTURE LAND USE DESIGNATION	DOWNTOWN MIXED USE		
EXISTING ZONING DISTRICT	MIXED USE		
SECTION/ TOWNSHIP/ RANGE	01 43 40		
PROPERTY CONTROL NUMBER	77-40-43-01-17-000-0020		
EXISTING USE	VACANT/ AGRICULTURE/ UTILITY		
APPROVED USE	MIXED USE		
PROPOSED USE	SELF SERVICE STORAGE		
SITE DATA	SQ.FT.	AC.	%
TOTAL SITE AREA	250,535.00	5.75	100
BUILDING DATA	SQ.FT.		
TOTAL GROSS FLOOR AREA	107,290		
LIMITED ACCESS SELF STORAGE	76,510		
MULTI ACCESS SELF STORAGE	30,780		
BUILDING LOT COVERAGE	57,980.00	1.33	23%
BUILDING HEIGHT	3 STORY		
OUTDOOR STORAGE (BOATS RV'S ETC)	SPACES	AC.	%
COVERED	30	0.42	7.36
OPEN AIR (PERVIOUS GRAVEL)	20	0.27	4.74
VEHICULAR CIRCULATION	50	0.35	6.02
TOTAL STORAGE SPACES/ AREA	50	1.042	18.12
NUMBER OF STORAGE UNITS	973		
LIMITED ACCESS SELF STORAGE	800		
MULTI ACCESS SELF STORAGE	173		
PERVIOUS AREA	SQ.FT.	AC.	%
LANDSCAPE AREA	116,860.51	2.68	46.64%
PERVIOUS GRAVEL STORAGE	11,863.11	0.27	4.74%
SUB TOTAL	128,723.62	2.96	51.38%
IMPERVIOUS AREA	SQ.FT.	AC.	%
BLDG LOT COVERAGE	57,980.00	1.33	23.14%
VEHICULAR USE AREAS	60,751.05	1.39	24.25%
SIDEWALK	3,080.33	0.07	1.23%
SUB TOTAL	121,811.38	2.80	48.62%
TOTALS	250,535.00	5.75	100.00%
TOTAL PERVIOUS REQUIRED	62,633.75	1.44	25%
TOTAL PERVIOUS PROVIDED	128,723.62	2.96	51%
PARKING	REQUIRED	PROVIDED	
TOTAL PARKING (1 PER 150) PLATES PLUS 3 SPACES FOR ADA SPACES (INCLUDED IN TOTAL)	9	19	
TOTAL LOADING (12' X 35') (10 ACCESS OR 1/75K SF)	3	3	
SITE AMENITIES	REQUIRED	PROVIDED	
BENCHES	0	2	
BIKE RACK (5% OF REQUIRED PARKING)	1	4	

PROJECT TEAM

PROPERTY OWNER:
MINTO PBLH, LLC
16604 TOWN CENTER PKWY. NO., SUITE B
WESTLAKE, FL 33470
PHONE: 954-973-4490

DEVELOPER:
PINNACLE STORAGE OF WESTLAKE, LLC
55 BRAMS POINT ROAD
HILTON HEAD, SC 29926
PHONE: 843-298-3373

SITE PLANNER/LANDSCAPE ARCHITECT:
COTLEUR & HEARING
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
PHONE: 561-747-6336

ARCHITECT:
KENNETH R. CARLSON, ARCHITECT P.A.
1166 W. NEWPORT CENTER DRIVE, SUITE 311
DEERFIELD BEACH, FL 33442
PHONE: 954-427-8848

CIVIL ENGINEER:
JEFF H. IRAVANI, INC.
1934 COMMERCE LANE, SUITE 5
JUPITER, FL 33458
PHONE: 561-575-6030

SURVEYOR:
CAULFIELD & WHEELER, INC.
7900 GLADES ROAD, SUITE 100
BOCA RATON, FL 33434
PHONE: 561-392-1991

TRAFFIC ENGINEER:
PINDER TROUTMAN CONSULTING, INC.
2005 VISTA PARKWAY, SUITE 111
WEST PALM BEACH, FL 33411-6700
PHONE: 561-296-9698

ENVIRONMENTAL CONSULTANT:
EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
PHONE: 772-287-8771

SEMINOLE IMPROVEMENT DISTRICT - DISTRICT ENGINEER:
CAULFIELD & WHEELER, INC.
7900 GLADES ROAD, SUITE 100
BOCA RATON, FL 33434
PHONE: 561-392-1991

LEGAL DESCRIPTION

DESCRIPTION: POD H - PARCEL "E" BEING A PORTION OF LOT 2, WESTLAKE - POD H, AS RECORDED IN PLAT BOOK 129, PAGES 135 THROUGH 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN A PORTION OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, WESTLAKE - POD H, AS RECORDED IN PLAT BOOK 129, PAGES 135 THROUGH 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.01°42'45"W., A DISTANCE OF 835.68 FEET TO THE POINT OF BEGINNING; THENCE S.88°17'15"E., A DISTANCE OF 393.75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PARCEL 101, AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG SAID WEST RIGHT-OF-WAY: 1) S.01°42'52"W., A DISTANCE OF 32.38 FEET; 2) THENCE S.13°52'24"W., A DISTANCE OF 56.97 FEET; 3) THENCE S.01°42'52"W., A DISTANCE OF 222.40 FEET TO A POINT ON THE NORTH LINE OF OPEN SPACE TRACT #1, AS SHOWN ON SAID PLAT OF WESTLAKE - POD H; THENCE N.89°12'10"W., ALONG SAID NORTH LINE, A DISTANCE OF 788.71 FEET; THENCE N.01°42'45"E., A DISTANCE OF 323.07 FEET; THENCE S.88°17'15"E., A DISTANCE OF 406.87 FEET TO THE POINT OF BEGINNING. CONTAINING: 250,535 SQUARE FEET OR 5.751 ACRES, MORE OR LESS.

NOTES

1. THE MASTER PLAN FOR WESTLAKE LANDINGS (POD H) ASSIGNS 140,000 SF OF SELF STORAGE USE. THE PROPOSED SITE PLAN INCLUDES 108,705 SF OF SELF SERVICE STORAGE ALONG WITH 1.99 ACRES OF OUTDOOR STORAGE. THE UNUSED ENTITLEMENT RETAINED ON THE MASTER PLAN WILL BE AVAILABLE FOR FUTURE EXPANSION SUBJECT TO SITE PLAN REVIEW & APPROVAL BY THE CITY.
2. THE NORTH AND SOUTH GATE SYSTEMS SHALL BE EQUIPPED WITH CLICK TO ENTER (PRIMARY) AND KNOX KEY SWITCH (SECONDARY) SYSTEMS PER PBC FIRE RESCUE STANDARDS.
3. THE SITE CURBING OR PAVEMENT ADJACENT TO THE CURBING SHALL BE PAINTED AND DESIGNED AS A "FIRE LANE - NO PARKING" PER PBC FIRE RESCUE STANDARDS.

Setback Chart

Building Number	Front Setback (Feet)	Side North Setback (Feet)	Side South Setback (Feet)	Rear Setback (Feet)
1	97.2	77.6	32.4	545.7
2	351.2	269.8	17.5	161.6
3	393.6	194.6	100	209.5
4	393.4	135.3	156.9	209.5
5	328.5	76	213.9	209.5
6	430.5	15.2	281.2	169.5
7	328.5	119.9	95.3	429.3
Covered Open Storage (8)	735.3	11.5	16.5	10.2

TABLE 3-12: MU District Non-Residential Standards

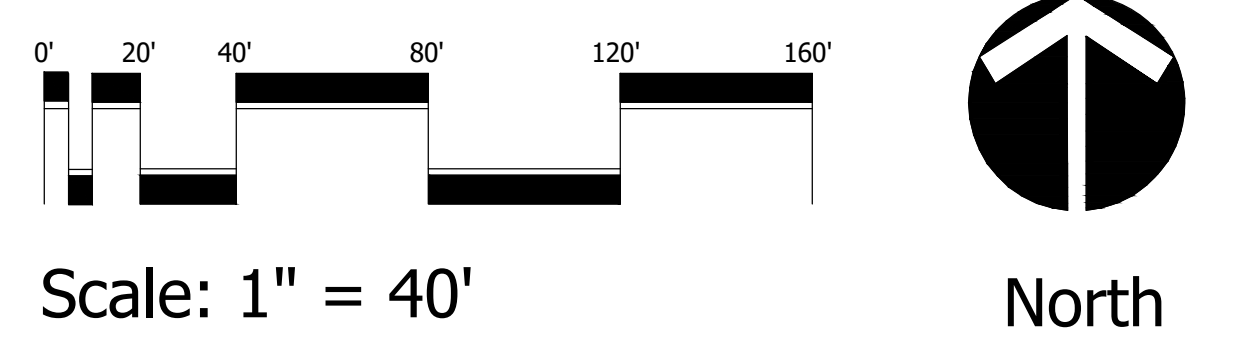
Non-Residential Use Type	Minimum Parcel Size (Square Feet)	Minimum Front Setback (Feet)	Minimum Side Setback (Feet)	Minimum Rear Setback (Feet)	Minimum Building Separation (Feet)	Maximum Lot Coverage	Minimum Pervious Percentage of Parcel
Light Industrial	43,560	30	10	10	20	50%	25%

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

LEGEND

- ADA AMERICANS WITH DISABILITIES
- LB LANDSCAPE BUFFER
- DE DRAINAGE EASEMENT
- R RADIUS
- SB SETBACK
- SW SIDEWALK
- TYP TYPICAL
- LSEV LOW SPEED ELECTRIC VEHICLE
- ADA SIGN
- STOP SIGN
- DO NOT ENTER
- PARKING LIGHT

SITE PLAN



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

WESTLAKE LANDINGS
PINNACLE STORAGE OF WESTLAKE, LLC.
PALM BEACH COUNTY, FL

DESIGNED	DEH
DRAWN	JAE/RNK
APPROVED	DEH
JOB NUMBER	13-0518.60.02
DATE	03-25-21
REVISIONS	04-19-21

April 19, 2021 2:33:49 p.m.
Drawing: 13-0518.60.02.SP.DWG

SHEET 1 OF 2

© 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.



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 #	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>

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: Pinnacle Self-Service Storage at Westlake Landings (Pod H)

PROJECT ADDRESS: TBD

DESCRIPTION OF PROJECT: Pinnacle Self-Service Storage Facility (Parcel E of Pod H, "Westlake Landings" Master Plan)

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: Pinnacle Storage of Westlake, LLC)

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 MXD
- C) Existing Use(s) Vacant, AG
- D) Proposed Use(s), as applicable Commercial, retail, office, restaurant, self-service storage, industrial and commercial recreation.

III. ADJACENT PROPERTIES

	Name of Business/ Subdivision	Land Use Designation	Zoning Designation	Existing Use(s)	Approved Use(s)
NORTH	PUBLIX/Pod G (SW)	Mixed Use	Mixed Use	Pre-Construction/ Vacant	PUBLIX/Mixed Use
SOUTH	Seminole Ridge High School	Civic	Civic - Education	Public School	Public School
EAST	WRMC/Pod K	Downtown Mixed Use	Mixed Use	Medical Center/ Vacant	Medical Center/ Medical District
WEST	Loxahatchee	Rural Residential	Residential	Rural Residential	Rural Residential

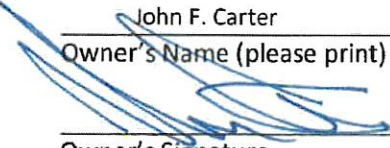
V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT

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

3-25-21
 Date

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


 Applicant/Agent's Signature

03-25-2021
 Date

JHI
Jeff H. Iravani, Inc.
Consulting Engineers

1934 Commerce Lane, Suite 5 Jupiter, FL 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
JHI@bellsouth.net

Drainage Statement
For
Westlake Landings
Pinnacle Storage of Westlake, LLC

I. Introduction

The site is located just north of the existing Seminole Improvement District Canal D-3 and is due west of Seminole Pratt Whitney Road and consists of 5.75 ac of undeveloped land. See Exhibit-A.

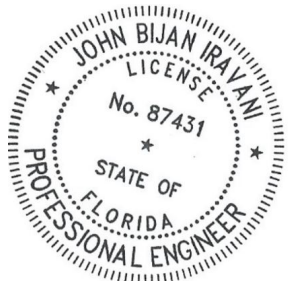
The project is proposed of multiple self-storage facilities consisting of a 76,481 SF 3 story building- 24,500 SF ground floor coverage, along with 5-1 story multiaccess storage units with a total ground coverage of 27,780 sf, and long-term parking spots with supporting infrastructure. Pod H is part of a 3,791 acre master stormwater system known as Minto West, SFWMD permit # 50-00021-S, which is also in west C-51 canal jurisdiction. The master system supplies the appropriate amount of storage required for the C-51 West Basin. Water quality treatment will be provided in the master dry and wet detentions areas. Pod-H will be responsible for providing an additional 0.5” pretreatment prior to discharge into the master system.

II. Design Criteria

1. The project shall provide 0.5” pretreatment prior to discharge into master drainage system.
2. The pavement grades shall be above the permitted peak stage of a 10yr-24hr storm.
3. The finished floor elevation of the buildings shall be above the permitted peak stage of a 100yr-72hr storm.
4. The perimeter elevation shall be above the permitted peak stage of a 25yr-72hr storm.

III. Conclusion

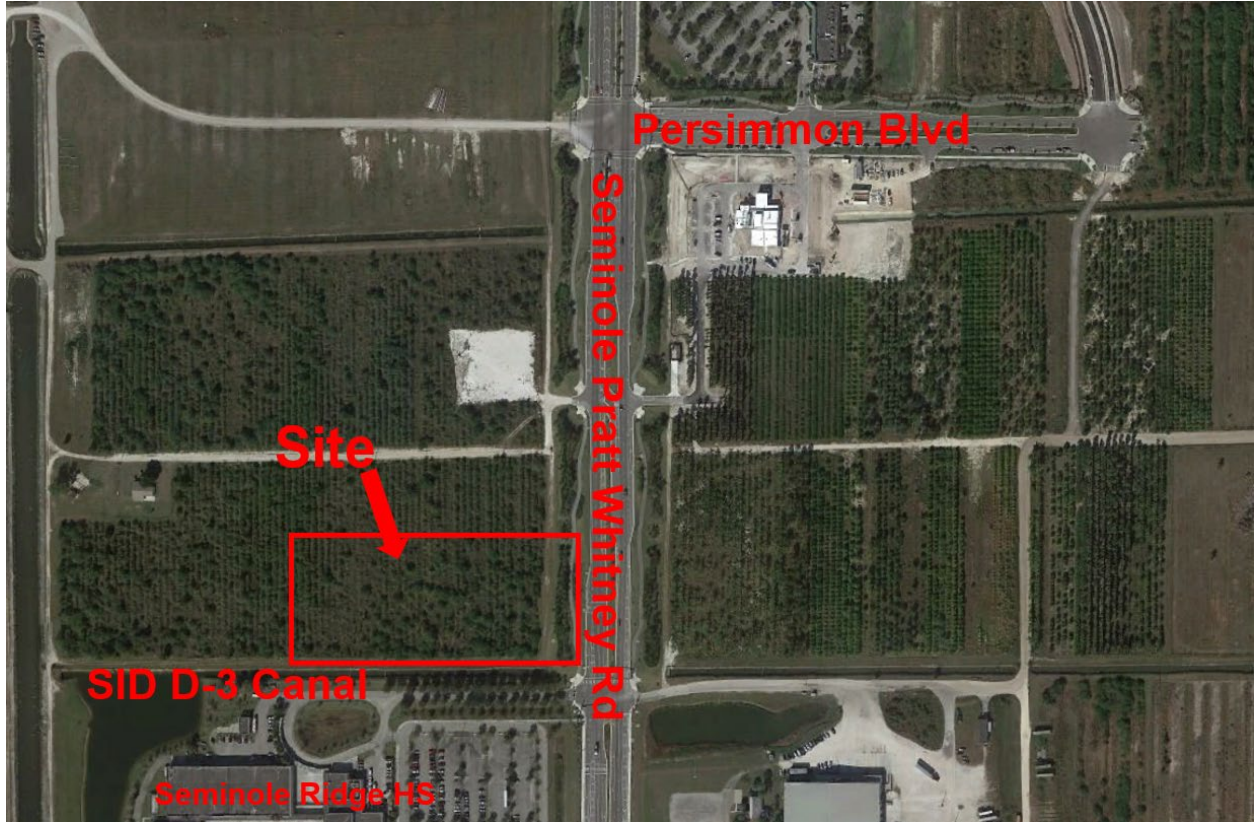
The proposed project shall use exfiltration trenches to provide the 0.5” pretreatment prior to discharging into the master drainage system for positive legal outfall.



This item has been electronically signed and sealed by John Bijan Iravani using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

John Iravani PE
2021.03.24
17:01:16
-04'00'

Exhibit A Site Location



March 26, 2021

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

**Re: Westlake Pod H - Pinnacle Storage - #PTC21-026
 Equivalency Statement**

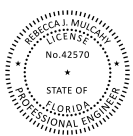
Dear Mr. Cassel:

The purpose of this letter is to present a trip equivalency analysis for the proposed Pod H Pinnacle Storage Site Plan Application. Westlake is an approved project under Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC) with a buildout year of 2035. This application is for a 107,261 SF Self Storage and 50 spaces of Outdoor Storage.

Attachment E1 provides the calculation of daily, AM and PM peak hour trips associated with this parcel. Because the individual uses were not identified specifically in the original Approval, an equivalency analysis was conducted. Equivalencies for Westlake are based on PM peak hour two-way trips. The trip generation for the PM peak hour was analyzed to determine the equivalent use and intensity. As shown on Attachment E2, the Pinnacle Storage uses are equivalent to 27,000 SF of Research & Development. Attachments E3 and E4 provide the AM peak hour and Daily trip generation, for informational purposes only. The internalization matrices are provided in the Appendix.

We request that this equivalency analysis be reviewed and approved for use in the Trip Generation Statement accompanying the Site Plan Application for Pod H Pinnacle Storage.

Sincerely,



Digitally signed by
 Rebecca J Mulcahy
 Date: 2021.03.26
 10:48:40 -04'00'

Rebecca J. Mulcahy, P.E.
 Vice President

Attachments

ec: John Carter

Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570
 This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 3/26/21 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment E1 Westlake Pod H - Pinnacle Storage Trip Generation

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Pass-by Trips (1)		New External Trips
Self Storage	151	107,261 SF	1.51 /1,000 SF	162	16	10%	146
Outdoor Storage	PBC	50 Spaces	0.27 /Space	14	-	0%	14
TOTALS				176	16		160

AM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Pass-by Trips (1)	New Trips			
				In	Out	Trips		In	Out	Trips	
Self Storage	151	107,261 SF	0.10 /1,000 SF (60/40)	7	4	11	1	10%	6	4	10
Outdoor Storage	PBC	50 Spaces	0 /Space (50/50)	-	-	-	-	0%	-	-	-
TOTALS				7	4	11	1		6	4	10

PM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Pass-by Trips (1)	New Trips			
				In	Out	Trips		In	Out	Trips	
Self Storage	151	107,261 SF	0.17 /1,000 SF (47/53)	8	10	18	2	10%	7	9	16
Outdoor Storage	PBC	50 Spaces	0.02 /Space (50/50)	1	-	1	-	0%	1	-	1
TOTALS				9	10	19	2		8	9	17

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

Attachment E2
Westlake Pod H - Pinnacle Storage
PM Peak Hour Trip Generation - Equivalency

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total				
Residential - MF Condos.	230	150 DUs	$\text{Ln}(T) = 0.82\text{Ln}(x)+0.32 (67/33)$	56	28	84	41	48.4%	28	15	43	18	21.4%	18	7	25	-	0%	18	7	25
Residential - 55+ Detached	251	300 DUs	0.27 /DU (61/39)	49	32	81	39	48.4%	25	17	42	18	22.2%	15	9	24	-	0%	15	9	24
Residential - 55+ Attached	252	200 DUs	0.25 /DU (54/46)	27	23	50	24	48.4%	14	12	26	11	22.0%	8	7	15	-	0%	8	7	15
General Office	710	50,000 SF	1.49 /1000 SF (17/83)	13	62	75	18	23.4%	8	49	57	10	13.3%	4	43	47	5	10%	4	38	42
Research & Devel.	760	351,000 SF (4)	$\text{Ln}(T) = 0.83\text{Ln}(X)+1.06 (15/85)$	56	318	374	88	23.4%	37	249	286	48	12.8%	20	218	238	24	10%	18	196	214
Retail	820	210,000 SF	$\text{Ln}(T) = 0.67\text{Ln}(X)+3.31 (48/52)$	473	512	985	88	8.9%	423	474	897	191	19.4%	353	353	706	237	33.5%	235	234	469
Park	412	125 Acres	0.09 /Acre (61/39)	7	4	11	1	10.0%	6	4	10	1	10.0%	5	4	9	-	0%	5	4	9
Car Wash	PBC	1 Lane	13.65 /Lane (50/50)	7	7	14	1	8.9%	6	7	13	3	21.4%	5	5	10	-	0%	5	5	10
Pinnacle Storage	N/A	107,261 SF	Pre-Calc'd	9	10	19	2	8.9%	8	9	17	4	21.1%	7	6	13	1	10%	6	6	12
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	24	8.9%	120	123	243	52	19.5%	101	90	191	117	61%	39	35	74
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	444	450	894	80	8.9%	398	416	814	173	19.4%	335	306	641	184	28.7%	239	218	457
TOTALS				1,275	1,579	2,854	406	14.2%	1,073	1,375	2,448	529	18.5%	871	1,048	1,919	568		592	759	1,351

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total				
Residential - SF (N,O,T,U)	210	1,010 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x)+0.51 (63/37)$	530	312	842	131	15.6%	447	264	711	116	13.8%	364	231	595	-	0%	364	231	595
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x)+0.51 (63/37)$	953	560	1,513	236	15.6%	804	473	1,277	209	13.8%	655	413	1,068	-	0%	655	413	1,068
Residential - MF Condos.	230	450 DUs	$\text{Ln}(T) = 0.82\text{Ln}(x)+0.32 (67/33)$	138	68	206	32	15.6%	116	58	174	28	13.6%	96	50	146	-	0%	96	50	146
Residential - 55+ Detached	251	500 DUs	0.27 /DU (61/39)	82	53	135	21	15.6%	69	45	114	19	14.1%	55	40	95	-	0%	55	40	95
Hotel	310	150 Rooms	0.6 /Room (51/49)	46	44	90	39	43.3%	22	29	51	12	13.3%	16	23	39	4	10%	14	21	35
Community College	540*	- Students	0.14 /Student (54/46)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	296,000 SF	1.49 /1000 SF (17/83)	75	366	441	62	14.1%	51	328	379	27	6.1%	46	306	352	35	10%	41	276	317
Research & Devel.	760	175,000 SF	$\text{Ln}(T) = 0.83\text{Ln}(X)+1.06 (15/85)$	32	178	210	30	14.1%	22	158	180	13	6.2%	19	148	167	17	10%	17	133	150
Light Industrial	110	450,000 SF	0.97 /1000 SF (12/88)	52	385	437	62	14.1%	36	339	375	27	6.2%	31	317	348	35	10%	28	285	313
Retail	820	150,000 SF	$\text{Ln}(T) = 0.67\text{Ln}(X)+3.31 (48/52)$	377	409	786	286	36.4%	269	231	500	53	6.7%	241	206	447	164	36.6%	153	130	283
Park	412	67 Acres	0.09 /Acre (61/39)	4	2	6	2	31.9%	3	1	4	-	0.0%	3	1	4	-	0%	3	1	4
Community Center	495	70,000 SF	2.74 /1000 SF (49/51)	94	98	192	61	31.9%	63	68	131	2	1.0%	62	67	129	6	5%	59	64	123
Church	560	70,000 SF	0.55 /1000 SF (48/52)	19	20	39	12	31.9%	13	14	27	-	0.0%	13	14	27	1	5%	12	14	26
Daycare	565	10,000 SF	12.34 /1000 SF (47/53)	58	65	123	39	31.9%	39	45	84	1	0.8%	38	45	83	42	50%	19	22	41
ISTF	N/A	1 Complex	Pre-Calc'd	184	239	423	56	13.2%	159	208	367	18	4.3%	150	199	349	-	0%	150	199	349
FSED	650	12,379 SF	Pre-Calc'd	9	10	19	11	57.9%	1	7	8	1	5.3%	1	6	7	1	10%	1	5	6
Tax Collector	730	23,735 SF	Pre-Calc'd	13	28	41	6	14.1%	9	26	35	3	7.3%	8	24	32	3	10%	7	22	29
TOTALS				2,666	2,837	5,503	1,086	19.7%	2,123	2,294	4,417	529	9.6%	1,798	2,090	3,888	308		1,674	1,906	3,580

COMBINED TOTALS				3,941	4,416	8,357	1,492	17.9%	3,196	3,669	6,865	1,058	12.7%	2,669	3,138	5,807	876		2,266	2,665	4,931
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.
 (1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.
 (2) Internalization matrices are included in Appendix B.
 (3) Source: Palm Beach County ULDC Article 13.
 (4) Previous amount = 378,000 SF.

Approved Total
4,932

Attachment E3
Westlake Pod H - Pinnacle Storage
AM Peak Hour Trip Generation - Equivalency

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total				
Residential - MF Condos.	230	150 DUs	$\ln(T) = 0.80\ln(x)+0.26$ (17/83)	12	59	71	2	4.0%	12	57	69	7	9.9%	10	52	62	-	0%	10	52	62
Residential - 55+ Detached	251	300 DUs	0.22 /DU (35/65)	23	43	66	3	4.0%	23	40	63	7	10.6%	21	35	56	-	0%	21	35	56
Residential - 55+ Attached	252	200 DUs	0.2 /DU (34/66)	14	26	40	2	4.0%	14	24	38	4	10.0%	13	21	34	-	0%	13	21	34
General Office	710	50,000 SF	$\ln(T) = 0.80\ln(x)+1.57$ (88/12)	97	13	110	10	8.9%	92	8	100	8	7.3%	86	6	92	9	10%	77	6	83
Research & Devel.	760	351,000 SF	$\ln(T) = 0.87\ln(x)+0.86$ (83/17)	321	66	387	34	8.9%	303	50	353	27	7.0%	283	43	326	33	10%	255	38	293
Retail	820	210,000 SF	0.96 /1000 SF (62/38)	125	77	202	10	4.8%	118	74	192	24	11.9%	105	63	168	56	33.5%	70	42	112
Park	412	125 Acres	0.02 /Acre (61/39)	2	1	3	-	10.0%	2	1	3	-	10.0%	2	1	3	-	0%	2	1	3
Car Wash	PBC	1 Lane	11.97 /Lane (50/50)	6	6	12	1	4.8%	6	5	11	2	16.7%	5	4	9	-	0%	5	4	9
Pinnacle Storage	N/A	107,261 SF	Pre-Calc'd	7	4	11	1	4.8%	7	3	10	1	9.1%	6	3	9	1	10%	5	3	8
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	12.3*FP + 15.5(X) (50/50)	134	133	267	13	4.8%	128	126	254	31	11.6%	112	111	223	136	61%	44	43	87
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	207	161	368	18	4.8%	197	153	350	43	11.7%	174	133	307	88	28.7%	124	95	219
TOTALS				948	589	1,537	94	6.1%	902	541	1,443	154	10.0%	817	472	1,289	323		626	340	966

East Side

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

COMBINED TOTALS				3,370	3,171	6,541	791	12.1%	2,977	2,773	5,750	308	4.7%	2,832	2,610	5,442	490		2,514	2,438	4,952
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.
(1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.
(2) Internalization matrices are included in Appendix B.
(3) Source: Palm Beach County ULDC Article 13.

Attachment E4
Westlake Pod H - Pinnacle Storage
Daily Trip Generation - Equivalency

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (4)		External Trips	Pass-by Trips (1)		New Trips
Residential - MF Condos.	230	150 DUs	6.65 /DU	998	261	26.2%	737	92	12.5%	645	-	0%	645
Residential - 55+ Detached	251	300 DUs	8 /DU	2,400	629	26.2%	1,771	232	13.1%	1,539	-	0%	1,539
Residential - 55+ Attached	252	200 DUs	6 /DU	1,200	314	26.2%	886	114	12.9%	772	-	0%	772
General Office	710	50,000 SF	$\text{Ln (T) = 0.77Ln (X)+3.65}$	782	127	16.2%	655	54	8.2%	601	60	10%	541
Research & Devel.	760	351,000 SF	$\text{Ln (T) = 0.83Ln (X)+3.09 (3)}$	2,848	461	16.2%	2,387	189	7.9%	2,198	220	10%	1,978
Retail	820	210,000 SF	$\text{Ln (T) = 0.65Ln (X)+5.83}$	11,000	759	6.9%	10,241	1,287	12.6%	8,954	3,000	33.5%	5,954
Park	412	125 Acres	2.28 /Acre	285	29	10.0%	256	21	8.2%	235	-	0%	235
Car Wash	PBC	1 Lane	166 /Lane	166	11	6.9%	155	24	15.5%	131	-	0%	131
Pinnacle Storage	N/A	107,261 SF	Pre-Calc'd	176	12	6.9%	164	20	12.2%	144	14	10%	130
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	14.3 X PM Peak Hour Trips	3,818	263	6.9%	3,555	444	12.5%	3,111	1,898	61%	1,213
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	9,570	660	6.9%	8,910	1,113	12.5%	7,797	2,238	28.7%	5,559
TOTALS				33,243	3,526	10.6%	29,717	3,590	10.8%	26,127	7,430		18,697

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (2)		External Trips	Pass-by Trips (1)		New Trips
Residential - SF (N,O,T,U)	210	1,010 DUs	10 /DU	10,100	1,283	12.7%	8,817	679	7.7%	8,138	-	0%	8,138
Residential - SF (F,M,P,Q,R,S)	210	1,936 DUs	10 /DU	19,360	2,459	12.7%	16,901	1,301	7.7%	15,600	-	0%	15,600
Residential - MF Condos.	230	450 DUs	6.65 /DU	2,993	380	12.7%	2,613	201	7.7%	2,412	-	0%	2,412
Residential - 55+ Detached	251	500 DUs	8 /DU	4,000	508	12.7%	3,492	279	8.0%	3,213	-	0%	3,213
Hotel	310	150 Rooms	8.92 /Room	1,338	591	44.2%	747	64	8.6%	683	68	10%	615
Community College	540*	- Students	2.29 /Student	-	-	0.0%	-	-	0.0%	-	-	0%	-
General Office	710	296,000 SF	$\text{Ln (T) = 0.77Ln (X)+3.65}$	3,077	406	13.2%	2,671	144	5.4%	2,527	253	10%	2,274
Research & Devel.	760	175,000 SF	$\text{Ln (T) = 0.83Ln (X)+3.09 (3)}$	1,598	211	13.2%	1,387	76	5.5%	1,311	131	10%	1,180
Light Industrial	110	450,000 SF	6.97 /1000 SF	3,137	414	13.2%	2,723	147	5.4%	2,576	258	10%	2,318
Retail	820	150,000 SF	$\text{Ln (T) = 0.65Ln (X)+5.83}$	8,839	4,154	47.0%	4,685	403	8.6%	4,282	1,567	36.6%	2,715
Park	412	67 Acres	2.28 /Acre	153	47	31.0%	106	-	0.0%	106	-	0%	106
Community Center	495	70,000 SF	33.82 /1000 SF	2,367	734	31.0%	1,633	26	1.6%	1,607	80	5%	1,527
Church	560	70,000 SF	9.11 /1000 SF	638	198	31.0%	440	6	1.3%	434	22	5%	412
Daycare	565	10,000 SF	74.06 /1000 SF	741	230	31.0%	511	6	1.2%	505	253	50%	252
ISTF	N/A	1 Complex	Pre-Calc'd	5,520	701	12.7%	4,819	217	4.5%	4,602	-	0%	4,602
FSED	650	12,379 SF	Pre-Calc'd	309	112	36.1%	197	12	6.2%	185	19	10%	166
Tax Collector	730	23,735 SF	Pre-Calc'd	536	71	13.2%	465	29	6.2%	436	44	10%	392
TOTALS				64,706	12,499	19.3%	52,207	3,590	5.5%	48,617	2,695		45,922

COMBINED TOTALS				97,949	16,025	16.4%	81,924	7,180	7.3%	74,744	10,125		64,619
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.

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

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

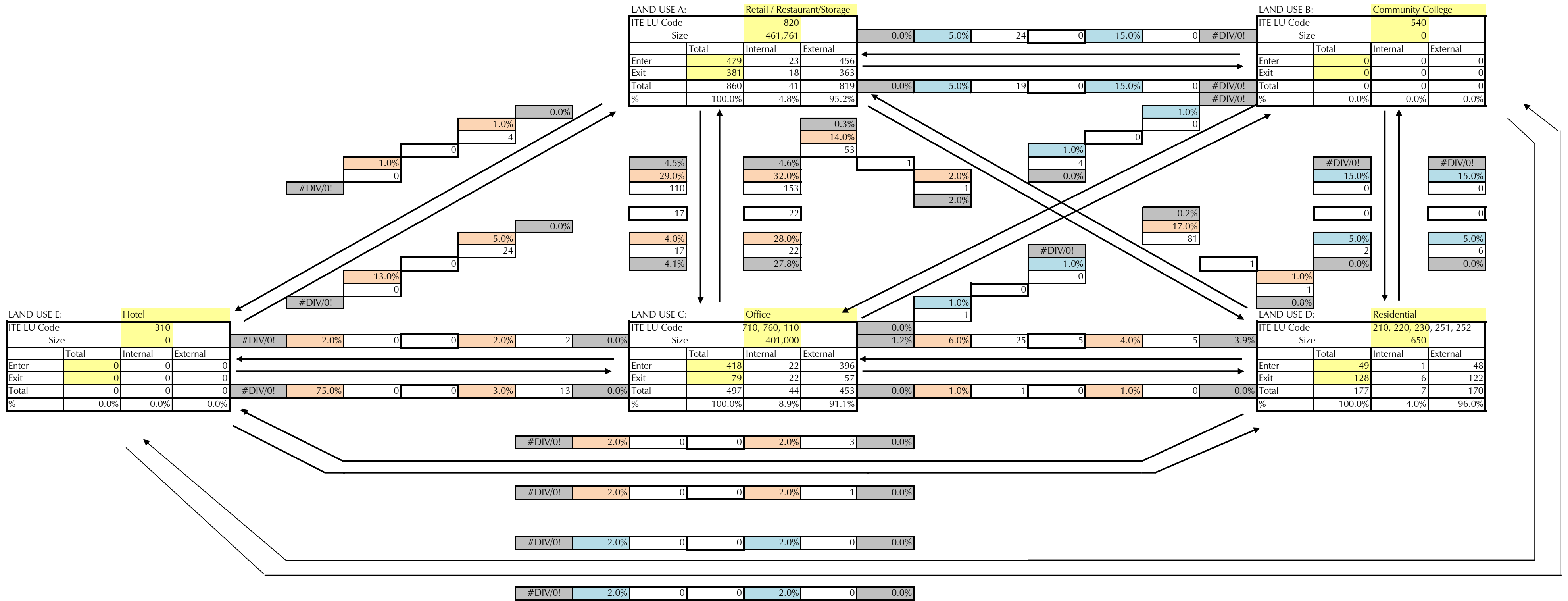
(3) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition.

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

APPENDIX

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - West Side
TIME PERIOD: AM Peak Hour Traffic
DATE: 03/25/21



	Net External Trips for Multi-Use Development					TOTAL
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	
Enter	456	0	396	48	0	900
Exit	363	0	57	122	0	542
Total	819	0	453	170	0	1442
Single-Use Trip Gen. Estimate	860	0	497	177	0	1534

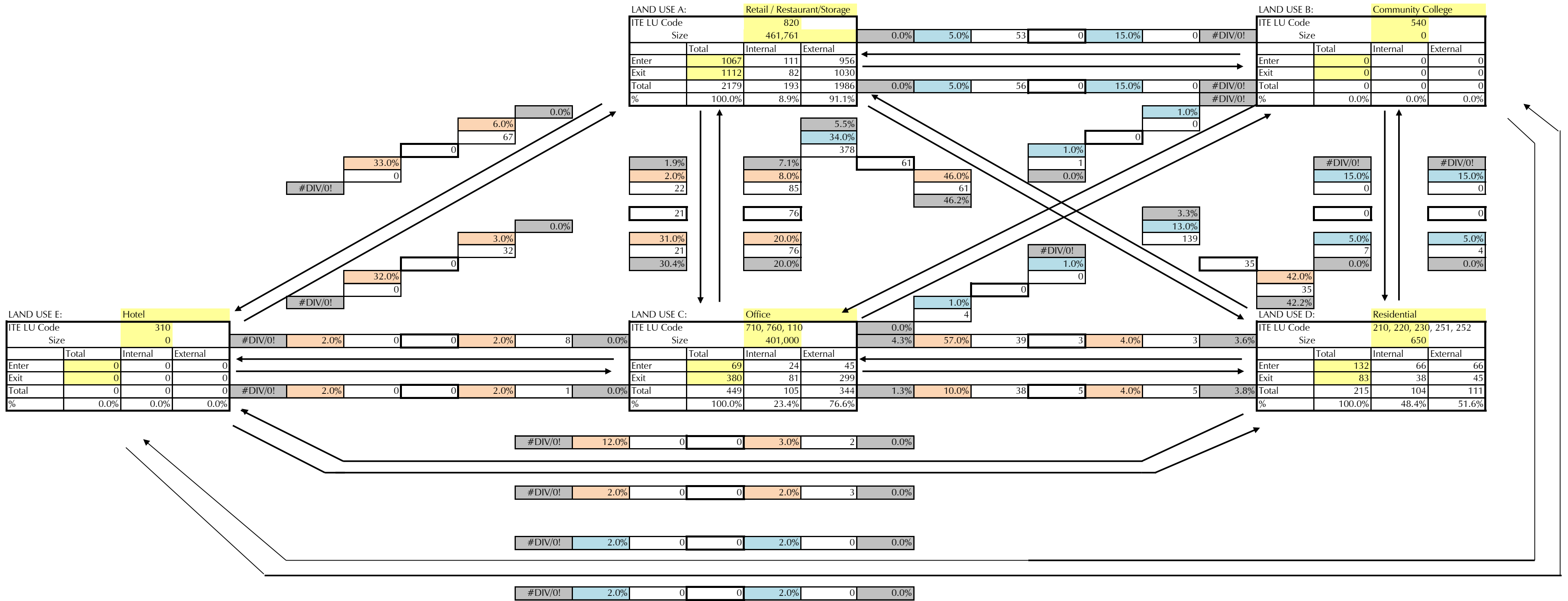
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - West Side
TIME PERIOD: PM Peak Hour Traffic
DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	956	0	45	66	0	1067
Exit	1030	0	299	45	0	1374
Total	1986	0	344	111	0	2441
Single-Use Trip Gen. Estimate	2179	0	449	215	0	2843

INTERNAL CAPTURE

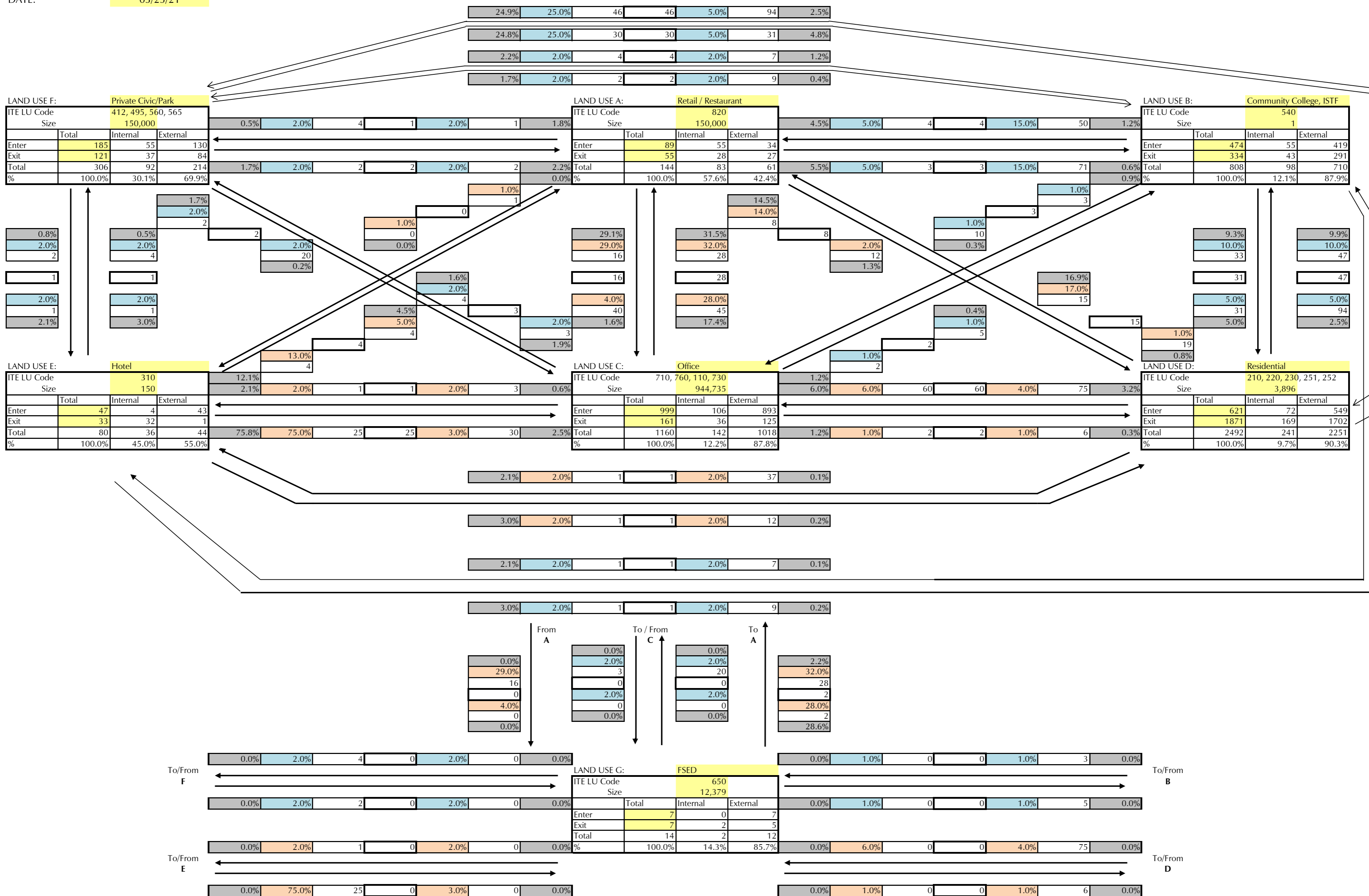
14.1%

LEGEND

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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side
TIME PERIOD: AM Peak Hour Traffic
DATE: 03/25/21



	Net External Trips for Multi-Use Development							TOTAL
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	L.U. F	L.U. G	
Enter	34	419	893	549	43	130	7	2075
Exit	27	291	125	1702	1	84	5	2235
Total	61	710	1018	2251	44	214	12	4310
Single-Use Trip Gen. Estimate	144	808	1160	2492	80	306	14	5004

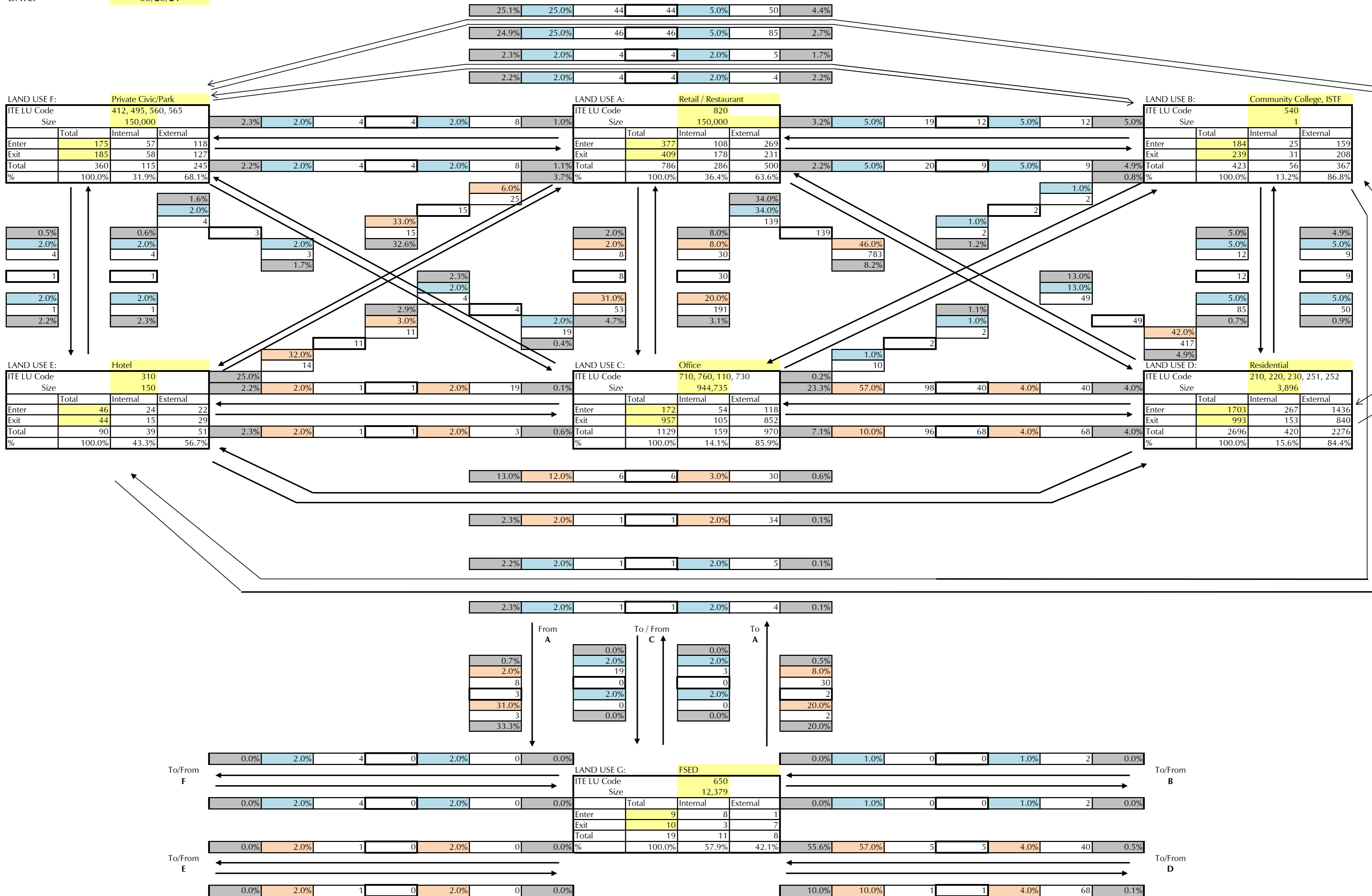
INTERNAL CAPTURE

LEGEND

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- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side
TIME PERIOD: PM Peak Hour Traffic
DATE: 03/25/21



Net External Trips for Multi-Use Development								
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	L.U. F	L.U. G	TOTAL
Enter	269	159	118	1436	22	118	1	2123
Exit	231	208	852	840	29	127	7	2294
Total	500	367	970	2276	51	245	8	4417
Single-Use Trip Gen. Estimate	786	423	1129	2696	90	360	19	5503

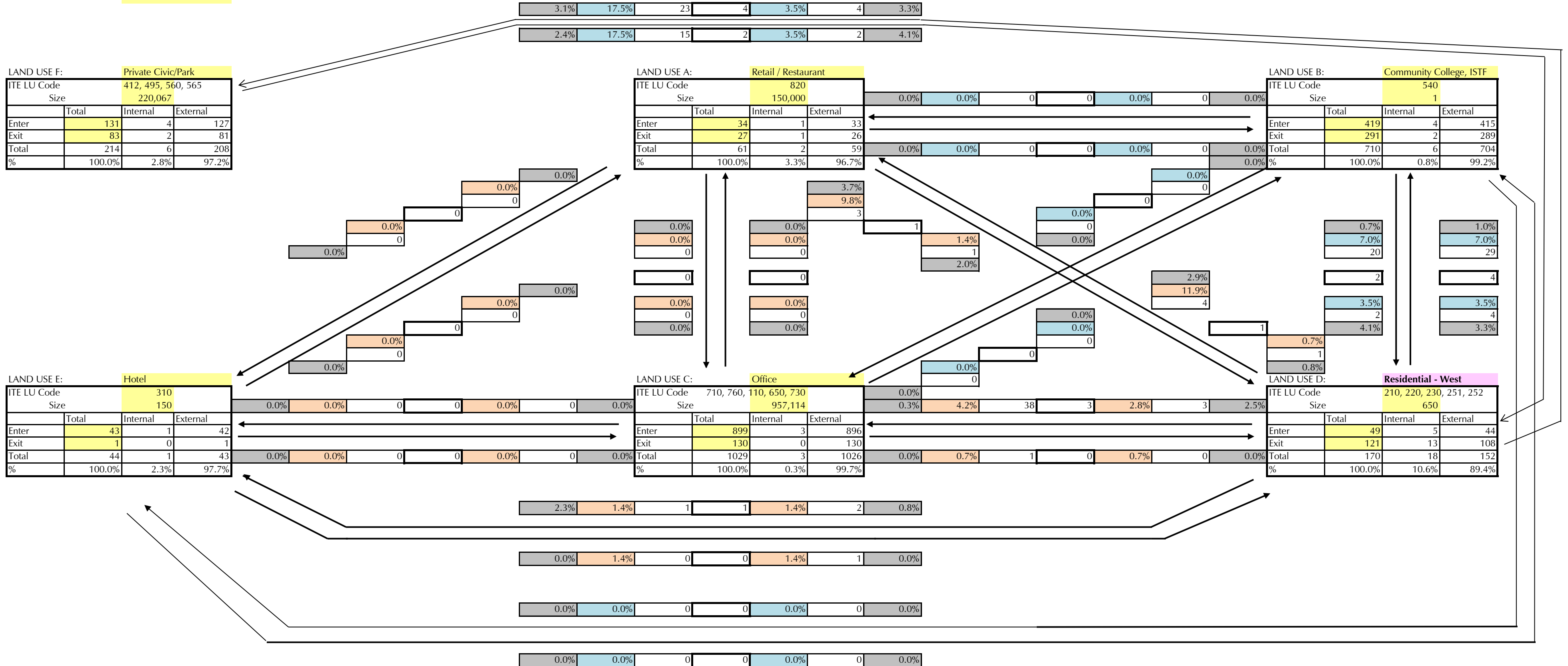
INTERNAL CAPTURE

LEGEND

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- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Residential
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



LAND USE F: Private Civic/Park

ITE LU Code	412, 495, 560, 565		
Size	220,067		
Total	131	4	127
Enter	83	2	81
Exit	214	6	208
Total	100.0%	2.8%	97.2%

LAND USE A: Retail / Restaurant

ITE LU Code	820		
Size	150,000		
Total	34	1	33
Enter	27	1	26
Exit	61	2	59
Total	100.0%	3.3%	96.7%

LAND USE B: Community College, ISTF

ITE LU Code	540		
Size	1		
Total	419	4	415
Enter	291	2	289
Exit	710	6	704
Total	100.0%	0.8%	99.2%

LAND USE E: Hotel

ITE LU Code	310		
Size	150		
Total	43	1	42
Enter	1	0	1
Exit	44	1	43
Total	100.0%	2.3%	97.7%

LAND USE C: Office

ITE LU Code	710, 760, 110, 650, 730		
Size	957,114		
Total	899	3	896
Enter	130	0	130
Exit	1029	3	1026
Total	100.0%	0.3%	99.7%

LAND USE D: Residential - West

ITE LU Code	210, 220, 230, 251, 252		
Size	650		
Total	49	5	44
Enter	121	13	108
Exit	170	18	152
Total	100.0%	10.6%	89.4%

	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	33	415	896	44	42	1430
Exit	26	289	130	108	1	554
Total	59	704	1026	152	43	1984
Single-Use Trip Gen. Estimate	61	710	1029	170	44	2014

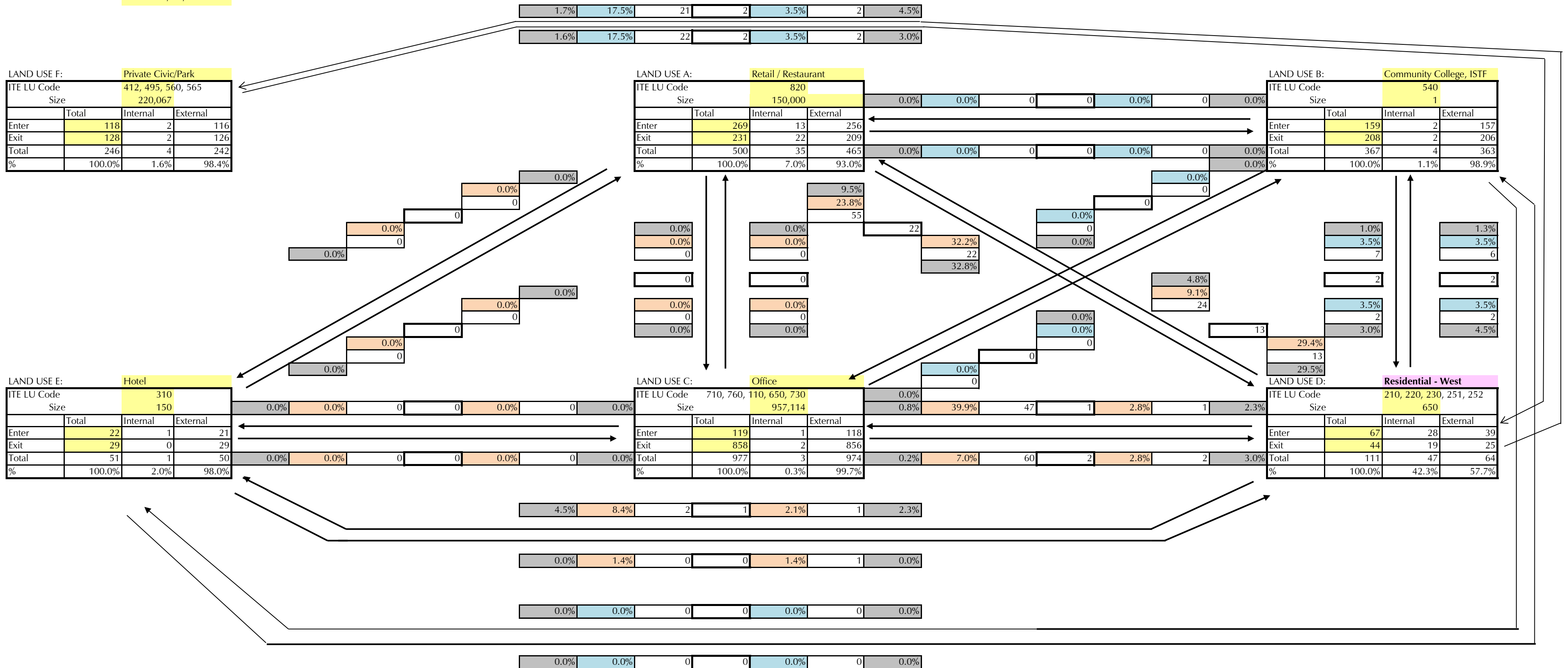
INTERNAL CAPTURE

LEGEND

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- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Residential
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



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

INTERNAL CAPTURE

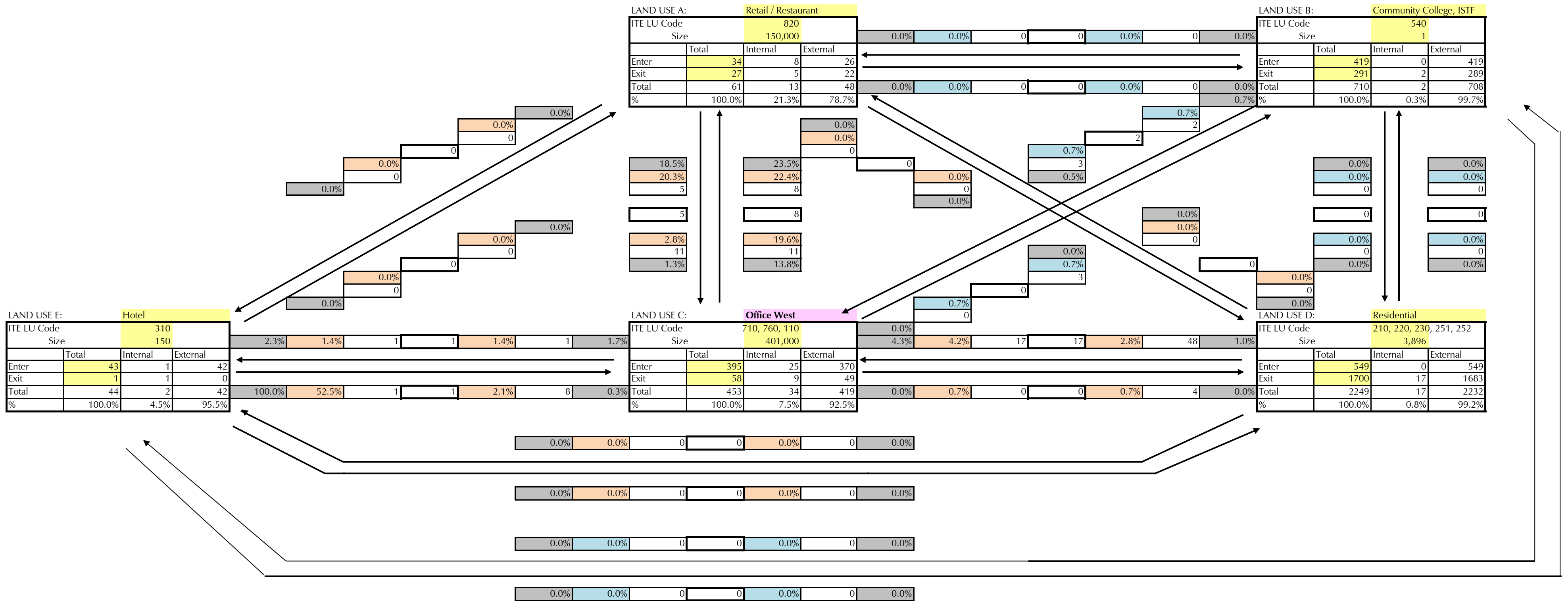
4.5%

LEGEND

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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Office
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	26	419	370	549	42	1406
Exit	22	289	49	1683	0	2043
Total	48	708	419	2232	42	3449
Single-Use Trip Gen. Estimate	61	710	453	2249	44	3517

INTERNAL CAPTURE

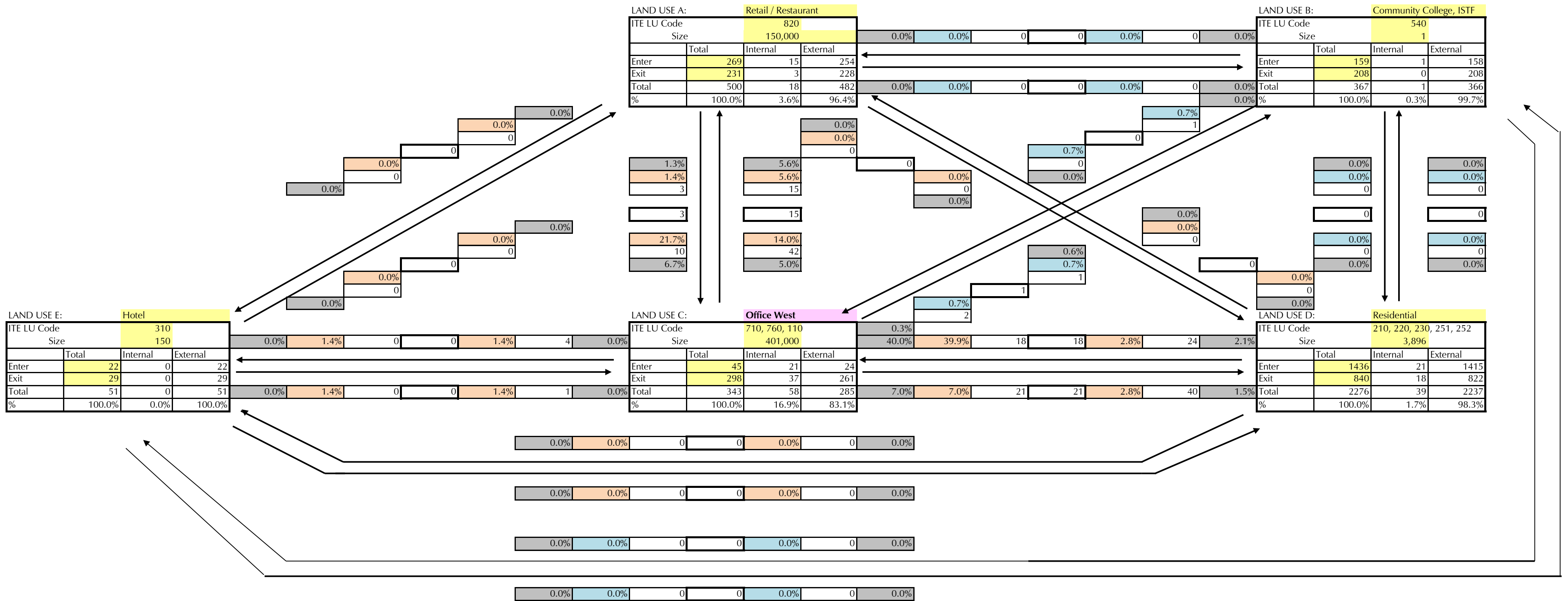
1.9%

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Office
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	254	158	24	1415	22	1873
Exit	228	208	261	822	29	1548
Total	482	366	285	2237	51	3421
Single-Use Trip Gen. Estimate	500	367	343	2276	51	3537
						3.3%

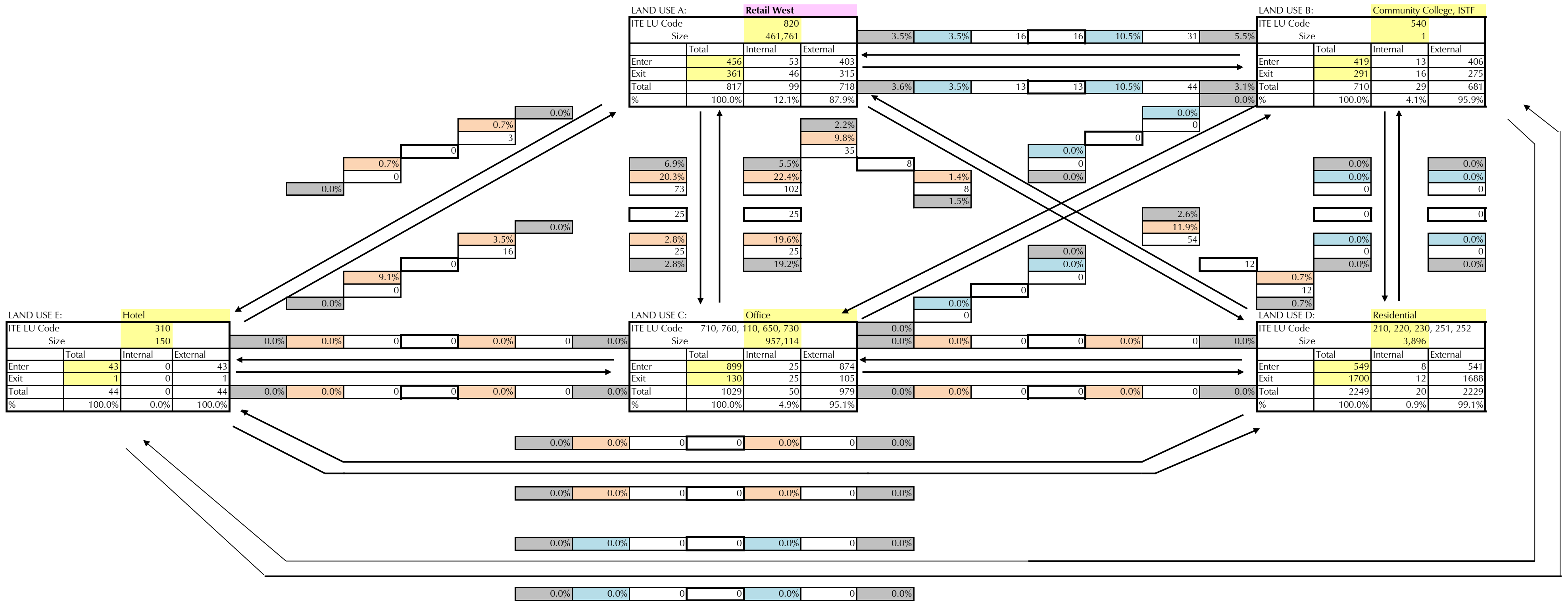
INTERNAL CAPTURE

LEGEND

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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Retail
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	403	406	874	541	43	2267
Exit	315	275	105	1688	1	2384
Total	718	681	979	2229	44	4651
Single-Use Trip Gen. Estimate	817	710	1029	2249	44	4849
						4.1%

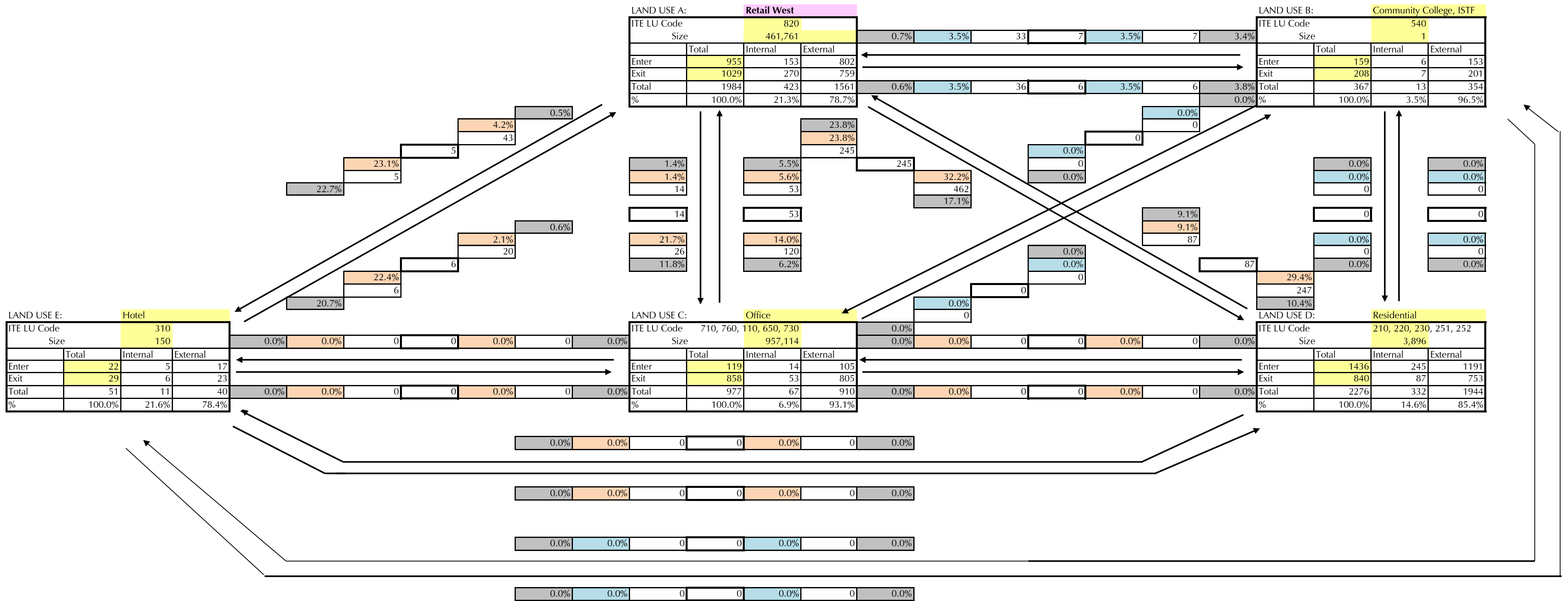
INTERNAL CAPTURE

LEGEND

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- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Retail
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development						TOTAL
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	802	153	105	1191	17		2268
Exit	759	201	805	753	23		2541
Total	1561	354	910	1944	40		4809
Single-Use Trip Gen. Estimate	1984	367	977	2276	51		5655

INTERNAL CAPTURE 15.0%

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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- 12 Balanced number of trips (lowest value) between two land uses.

March 26, 2021

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

**Re: Westlake Pod H - Pinnacle Storage - #PTC21-026
 Traffic Statement**

Dear Mr. Cassel:

The purpose of this letter is to present a trip generation analysis of the proposed Pod H Pinnacle Storage Site Plan Application and an evaluation of the Development Order conditions as required by Engineering Conditions 6a and 6b. Westlake is an approved project under Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC) with a buildout year of 2035. This application is for a 107,261 SF Self Storage and 50 spaces of Outdoor Storage.

Attachment 1A provides a land use inventory of the approved uses, current request and previously approved requests for Westlake. Attachment 1B provides the traffic equivalency table, which is based on the March 26, 2021 Equivalency Analysis. The calculation of daily, AM and PM peak hour trips associated with this site plan is provided on Attachment 2. The cumulative trip generation for all proposed site plan applications is provided on Attachments 3A, 3B and 3C for the Daily, AM and PM peak hour trip, respectively. The total trips do not exceed the approved trips for Westlake. The internalization matrices are provided in the Appendix.

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

Sincerely,



Digitally signed by
 Rebecca J Mulcahy
 Date: 2021.03.26
 10:49:47 -04'00'

Rebecca J. Mulcahy, P.E.
 Vice President

Attachments

ec: John Carter

Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570
 This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 3/26/21 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment 1A
Westlake Pod H - Pinnacle Storage
Land Use Inventory

Land Use	ITE Code	Approved Intensity	Current Request	Previously Submitted (1)	Total Utilization To Date	Remaining To Be Built
Residential - SF	210	2,946 DUs		2,223	2,223	723
Residential - MF Condos.	230	600 DUs		130	130	470
Residential - 55+ Detached	251	800 DUs		468	468	332
Residential - 55+ Attached	252	200 DUs		-	-	200
Hotel	310	150 Rooms		-	-	150
Community College	540	3,000 Students		3,000 (4)	3,000	-
General Office	710	450,000 SF		104,000 (2),(5)	104,000	346,000
Research & Devel.	760	600,000 SF	27,000 (6)	47,000 (3)	74,000	526,000
Light Industrial	110	450,000 SF		-	-	450,000
Retail	820	500,000 SF		156,700 (5)	156,700	343,300
Community Center	495	70,000 SF		26,688	26,688	43,312
Church	560	70,000 SF		38,155	38,155	31,845
Daycare	565	10,000 SF		-	-	10,000
Park	412	192 Acres		-	-	192

- (1) Represents Pods L, Q, PC-1, K, R, P, O, M, H, I, J, PC-5, T, G, N and S.
- (2) Pod K: 12,379 SF of Free-Standing Emergency Department is equivalent to 4,000 SF of General Office based on previous Equivalency Analysis.
- (3) Pod H 7-11: Gas Station, Convenience Store and Car Wash are equivalent to 47,000 SF of R&D based on previous Equivalency Analysis.
- (4) The 3,000-student Community College is equivalent to Pod I/J-ISTF and Pod PC-5, Tax Collector's Office based on previous Equivalency Analysis.
- (5) The Publix at Westlake Plaza uses are equivalent to 100,000 SF of Office and 140,000 SF of Retail based on previous Equivalency Analysis.
- (6) This is equivalent to 107,261 SF Self Storage and 50-space Outdoor Storage based on Equivalency Analysis.

Attachment 1B
Westlake Pod H - Pinnacle Storage
Traffic Equivalency Table

Equivalency No.	Proposed Use		Equivalent Use		Approved Intensity (1)	New Total Allowed
	Land Use	Intensity	Land Use	Intensity		
1	Free-Standing Emergency Dept.	12,379 SF	General Office	4,000 SF	450,000 SF	446,000 SF
2	Gas Station	16 FP	Research & Devel.	47,000 SF	600,000 SF	553,000 SF
	Convenience Store	4,500 SF				
	Car Wash	1 Ln				
3	ISTF	1 Complex	Community College	3,000 St.	3,000 St.	-
4	Tax Collector/Gov. Office	23,735 SF				
5	Publix at Westlake Plaza					
	Retail	124,700 SF	Retail	140,000 SF	500,000 SF	360,000 SF
	Fast Food Restaurant w/DT	4,000 SF	General Office	23,000 SF	446,000 SF	423,000 SF
	High Turnover Sit-down Rest.	5,750 SF				
	Bank w/DT	5,550 SF				
6	Self Storage	107,261 SF	Research & Devel.	27,000 SF	553,000 SF	526,000 SF
	Outdoor Storage	50 Spaces				

(1) Approved minus previously converted equivalencies.

Attachment 2 Westlake Pod H - Pinnacle Storage Trip Generation

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Pass-by Trips (1)		New External Trips
Self Storage	151	107,261 SF	1.51 /1,000 SF	162	16	10%	146
Outdoor Storage	PBC	50 Spaces	0.27 /Space	14	-	0%	14
TOTALS				176	16		160

AM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Pass-by Trips (1)	New Trips			
				In	Out	Trips		In	Out	Trips	
Self Storage	151	107,261 SF	0.10 /1,000 SF (60/40)	7	4	11	1	10%	6	4	10
Outdoor Storage	PBC	50 Spaces	0 /Space (50/50)	-	-	-	-	0%	-	-	-
TOTALS				7	4	11	1		6	4	10

PM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Pass-by Trips (1)	New Trips			
				In	Out	Trips		In	Out	Trips	
Self Storage	151	107,261 SF	0.17 /1,000 SF (47/53)	8	10	18	2	10%	7	9	16
Outdoor Storage	PBC	50 Spaces	0.02 /Space (50/50)	1	-	1	-	0%	1	-	1
TOTALS				9	10	19	2		8	9	17

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

Attachment 3A
Westlake Pod H - Pinnacle Storage
Daily Trip Generation - Cumulative

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (4)		External Trips	Pass-by Trips (1)		New Trips
Residential - MF Condos.	230	- DUs	6.65 /DU	-	-	0.0%	-	-	0.0%	-	-	0%	-
Residential - 55+ Detached	251	- DUs	8 /DU	-	-	0.0%	-	-	0.0%	-	-	0%	-
Residential - 55+ Attached	252	- DUs	6 /DU	-	-	0.0%	-	-	0.0%	-	-	0%	-
General Office	710	- SF	Ln (T) = 0.77Ln (X)+3.65	-	-	0.0%	-	-	0.0%	-	-	10%	-
Research & Devel.	760	- SF	Ln (T) = 0.83Ln (X)+3.09 (3)	-	-	0.0%	-	-	0.0%	-	-	10%	-
Retail	820	- SF	Ln (T) = 0.65Ln (X)+5.83	-	-	0.0%	-	-	0.0%	-	-	0.0%	-
Park	412	- Acres	2.28 /Acre	-	-	10.0%	-	-	0.0%	-	-	0%	-
Car Wash	PBC	1 Lane	166 /Lane	166	-	0.0%	166	23	13.9%	143	-	0%	143
Pinnacle Storage	N/A	107,261 SF	Pre-Calc'd	176	-	0.0%	176	20	11.4%	156	16	10%	140
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	14.3 X PM Peak Hour Trips	3,818	-	0.0%	3,818	432	11.3%	3,386	2,065	61%	1,321
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	9,570	-	0.0%	9,570	1,075	11.2%	8,495	2,438	28.7%	6,057
TOTALS				13,730	-	0.0%	13,730	1,550	11.3%	12,180	4,519		7,661

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips (2)		External Trips	Interzonal Trips (2)		External Trips	Pass-by Trips (1)		New Trips
Residential - SF (N,O,T,U)	210	697 DUs	10 /DU	6,970	362	5.2%	6,608	350	5.3%	6,258	-	0%	6,258
Residential - SF (F,M,P,Q,R,S)	210	1,526 DUs	10 /DU	15,260	794	5.2%	14,466	767	5.3%	13,699	-	0%	13,699
Residential - MF Condos.	230	130 DUs	6.65 /DU	865	44	5.2%	821	45	5.5%	776	-	0%	776
Residential - 55+ Detached	251	468 DUs	8 /DU	3,744	195	5.2%	3,549	188	5.3%	3,361	-	0%	3,361
Hotel	310	- Rooms	8.92 /Room	-	-	0.0%	-	-	0.0%	-	-	10%	-
Community College	540*	- Students	2.29 /Student	-	-	0.0%	-	-	0.0%	-	-	0%	-
General Office	710	- SF	Ln (T) = 0.77Ln (X)+3.65	-	-	30.1%	-	-	0.0%	-	-	10%	-
Research & Devel.	760	- SF	Ln (T) = 0.83Ln (X)+3.09 (3)	-	-	30.1%	-	-	0.0%	-	-	10%	-
Light Industrial	110	- SF	6.97 /1000 SF	-	-	30.1%	-	-	0.0%	-	-	10%	-
Retail	820	16,700 SF	Ln (T) = 0.65Ln (X)+5.83	2,122	1,118	52.7%	1,004	-	0.0%	1,004	572	57.0%	432
Park	412	- Acres	2.28 /Acre	-	-	29.9%	-	-	0.0%	-	-	0%	-
Community Center	495	26,688 SF	33.82 /1000 SF	903	270	29.9%	633	-	0.0%	633	32	5%	601
Church	560	38,155 SF	9.11 /1000 SF	348	104	29.9%	244	-	0.0%	244	12	5%	232
Daycare	565	- SF	74.06 /1000 SF	-	-	29.9%	-	-	0.0%	-	-	50%	-
ISTF	N/A	1 Complex	Pre-Calc'd	5,520	464	8.4%	5,056	157	3.1%	4,899	-	0%	4,899
FSED	650	12,379 SF	Pre-Calc'd	309	104	33.5%	205	13	6.2%	192	19	10%	173
Tax Collector	730	23,735 SF	Pre-Calc'd	536	161	30.1%	375	30	8.1%	345	35	10%	310
TOTALS				36,577	3,616	9.9%	32,961	1,550	4.2%	31,411	670		30,741

COMBINED TOTALS				50,307	3,616	7.2%	46,691	3,100	6.2%	43,591	5,189		38,402
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.

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

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

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

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

Attachment 3B
Westlake Pod H - Pinnacle Storage
AM Peak Hour Trip Generation - Cumulative

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total				
Residential - MF Condos.	230	- DUs	$\ln(T) = 0.80\ln(x)+0.26$ (17/83)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Detached	251	- DUs	0.22 /DU (35/65)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Attached	252	- DUs	0.2 /DU (34/66)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	$\ln(T) = 0.80\ln(x)+1.57$ (88/12)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	$\ln(T) = 0.87\ln(x)+0.86$ (83/17)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	- SF	0.96 /1000 SF (62/38)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-
Park	412	- Acres	0.02 /Acre (61/39)	-	-	-	-	10.0%	-	-	-	-	10.0%	-	-	-	-	0%	-	-	-
Car Wash	PBC	1 Lane	11.97 /Lane (50/50)	6	6	12	-	0.0%	6	6	12	1	8.3%	5	6	11	-	0%	5	6	11
Pinnacle Storage	N/A	107,261 SF	Pre-Calc'd	7	4	11	-	0.0%	7	4	11	1	9.1%	6	4	10	1	10%	5	4	9
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	$12.3*FP + 15.5(X)$ (50/50)	134	133	267	-	0.0%	134	133	267	18	6.7%	124	125	249	152	61%	48	49	97
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	207	161	368	-	0.0%	207	161	368	24	6.5%	193	151	344	99	28.7%	138	107	245
TOTALS				354	304	658	-	0.0%	354	304	658	44	6.7%	328	286	614	252		196	166	362

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total				
Residential - SF (N,O,T,U)	210	697 DUs	0.75 /DU (25/75)	131	392	523	27	5.2%	122	374	496	4	0.8%	120	372	492	-	0%	120	372	492
Residential - SF (F,M,P,Q,R,S)	210	1,526 DUs	0.75 /DU (25/75)	286	859	1,145	60	5.2%	267	818	1,085	9	0.8%	263	813	1,076	-	0%	263	813	1,076
Residential - MF Condos.	230	130 DUs	$\ln(T) = 0.80\ln(x)+0.26$ (17/83)	11	53	64	2	5.2%	10	52	62	1	1.6%	10	51	61	-	0%	10	51	61
Residential - 55+ Detached	251	468 DUs	0.22 /DU (35/65)	36	67	103	5	5.2%	34	64	98	1	1.0%	34	63	97	-	0%	34	63	97
Hotel	310	- Rooms	0.53 /Room (59/41)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Community College	540*	- Students	0.11 /Student (87/13)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	$\ln(T) = 0.80\ln(x)+1.57$ (88/12)	-	-	-	-	13.9%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	$\ln(T) = 0.87\ln(x)+0.86$ (83/17)	-	-	-	-	13.9%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Light Industrial	110	- SF	0.92 /1000 SF (88/12)	-	-	-	-	13.9%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	16,700 SF	0.96 /1000 SF (62/38)	10	6	16	11	68.8%	2	3	5	-	0.0%	2	3	5	3	57.0%	1	1	2
Park	412	- Acres	0.02 /Acre (61/39)	-	-	-	-	28.9%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Community Center	495	26,688 SF	2.05 /1000 SF (66/34)	36	19	55	16	28.9%	26	13	39	-	0.0%	26	13	39	2	5%	25	12	37
Church	560	38,155 SF	0.56 /1000 SF (62/38)	13	8	21	6	28.9%	10	5	15	-	0.0%	10	5	15	1	5%	10	4	14
Daycare	565	- SF	12.18 /1000 SF (53/47)	-	-	-	-	28.9%	-	-	-	-	0.0%	-	-	-	-	50%	-	-	-
ISTF	N/A	1 Complex	Pre-Calc'd	474	334	808	74	9.2%	426	308	734	23	2.8%	415	296	711	-	0%	415	296	711
FSED	650	12,379 SF	Pre-Calc'd	7	7	14	2	14.3%	7	5	12	1	7.1%	7	4	11	1	10%	6	4	10
Tax Collector	730	23,735 SF	Pre-Calc'd	59	20	79	11	13.9%	51	17	68	5	6.3%	49	14	63	6	10%	44	13	57
TOTALS				1,063	1,765	2,828	214	7.6%	955	1,659	2,614	44	1.6%	936	1,634	2,570	13		928	1,629	2,557

COMBINED TOTALS				1,417	2,069	3,486	214	6.1%	1,309	1,963	3,272	88	2.5%	1,264	1,920	3,184	265		1,124	1,795	2,919
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.
 (1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.
 (2) Internalization matrices are included in Appendix B.
 (3) Source: Palm Beach County ULDC Article 13.

Attachment 3C
Westlake Pod H - Pinnacle Storage
PM Peak Hour Trip Generation - Cumulative

West Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	
Residential - MF Condos.	230	- DUs	$\text{Ln}(T) = 0.82\text{Ln}(x)+0.32$ (67/33)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Detached	251	- DUs	0.27 /DU (61/39)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Residential - 55+ Attached	252	- DUs	0.25 /DU (54/46)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	1.49 /1000 SF (17/83)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	$\text{Ln}(T) = 0.83\text{Ln}(X)+1.06$ (15/85)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	- SF	$\text{Ln}(T) = 0.67\text{Ln}(X)+3.31$ (48/52)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-
Park	412	- Acres	0.09 /Acre (61/39)	-	-	-	-	10.0%	-	-	-	-	10.0%	-	-	-	-	0%	-	-	-
Car Wash	PBC	1 Lane	13.65 /Lane (50/50)	7	7	14	-	0.0%	7	7	14	3	21.4%	6	5	11	-	0%	6	5	11
Pinnacle Storage	N/A	107,261 SF	Pre-Calc'd	9	10	19	-	0.0%	9	10	19	3	15.8%	8	8	16	2	10%	7	7	14
Gas Station (16 FP)/ C-Store	FDOT	4,500 SF	$12.3*FP + 15.5(X)$ (50/50)	134	133	267	-	0.0%	134	133	267	48	18.0%	119	100	219	134	61%	46	39	85
Publix at Westlake Plaza	N/A	140,000 SF	Pre-Calc'd	444	450	894	-	0.0%	444	450	894	162	18.1%	395	337	732	210	28.7%	282	240	522
TOTALS				594	600	1,194	-	0.0%	594	600	1,194	216	18.1%	528	450	978	346		341	291	632

East Side

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips (2)		External Trips			Interzonal Trips (2)		External Trips			Pass-by Trips (3)		New Trips		
				In	Out	Total	In	Out	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	
Residential - SF (N,O,T,U)	210	697 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x)+0.51$ (63/37)	380	223	603	31	5.1%	362	210	572	59	9.8%	319	194	513	-	0%	319	194	513
Residential - SF (F,M,P,Q,R,S)	210	1,526 DUs	$\text{Ln}(T) = 0.90\text{Ln}(x)+0.51$ (63/37)	769	452	1,221	62	5.1%	733	426	1,159	119	9.7%	647	393	1,040	-	0%	647	393	1,040
Residential - MF Condos.	230	130 DUs	$\text{Ln}(T) = 0.82\text{Ln}(x)+0.32$ (67/33)	50	25	75	3	5.1%	48	24	72	7	9.3%	43	22	65	-	0%	43	22	65
Residential - 55+ Detached	251	468 DUs	0.27 /DU (61/39)	77	49	126	6	5.1%	73	47	120	12	9.5%	64	44	108	-	0%	64	44	108
Hotel	310	- Rooms	0.6 /Room (51/49)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Community College	540*	- Students	0.14 /Student (54/46)	-	-	-	-	0.0%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
General Office	710	- SF	1.49 /1000 SF (17/83)	-	-	-	-	46.3%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Research & Devel.	760	- SF	$\text{Ln}(T) = 0.83\text{Ln}(X)+1.06$ (15/85)	-	-	-	-	46.3%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Light Industrial	110	- SF	0.97 /1000 SF (12/88)	-	-	-	-	46.3%	-	-	-	-	0.0%	-	-	-	-	10%	-	-	-
Retail	820	16,700 SF	$\text{Ln}(T) = 0.67\text{Ln}(X)+3.31$ (48/52)	87	94	181	66	36.5%	63	52	115	-	0.0%	63	52	115	66	57.0%	27	22	49
Park	412	- Acres	0.09 /Acre (61/39)	-	-	-	-	30.9%	-	-	-	-	0.0%	-	-	-	-	0%	-	-	-
Community Center	495	26,688 SF	2.74 /1000 SF (49/51)	36	37	73	23	30.9%	24	26	50	-	0.0%	24	26	50	3	5%	23	24	47
Church	560	38,155 SF	0.55 /1000 SF (48/52)	10	11	21	6	30.9%	7	8	15	-	0.0%	7	8	15	1	5%	7	7	14
Daycare	565	- SF	12.34 /1000 SF (47/53)	-	-	-	-	30.9%	-	-	-	-	0.0%	-	-	-	-	50%	-	-	-
ISTF	N/A	1 Complex	Pre-Calc'd	184	239	423	32	7.6%	169	222	391	14	3.3%	163	214	377	-	0%	163	214	377
FSED	650	12,379 SF	Pre-Calc'd	9	10	19	10	52.6%	2	7	9	1	5.3%	2	6	8	1	10%	2	5	7
Tax Collector	730	23,735 SF	Pre-Calc'd	13	28	41	19	46.3%	4	18	22	4	9.8%	2	16	18	2	10%	2	14	16
TOTALS				1,615	1,168	2,783	258	9.3%	1,485	1,040	2,525	216	7.8%	1,334	975	2,309	73		1,297	939	2,236

COMBINED TOTALS				2,209	1,768	3,977	258	6.5%	2,079	1,640	3,719	432	10.9%	1,862	1,425	3,287	419		1,638	1,230	2,868
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* Rate obtained from Palm Beach State College trip generation study by Kimley-Horn.
 (1) Source: Institute of Transportation Engineers, Trip Generation, 9th Edition, unless otherwise noted.
 (2) Internalization matrices are included in Appendix B.
 (3) Source: Palm Beach County ULDC Article 13.

Approved Total
4,932

Attachment 4
Westlake Pod H - Pinnacle Storage
Conditions Associated with Units or Trips

Cond. #	Threshold			Improvement			Applicable ?	Met ?	Notes
	Units	Trips	Date	Roadway	Link	Lanes			
1b	39			Seminole Pratt Whitney Rd	Seminole Ridge H.S. to M Canal	4LD	✓	Yes	Completed.
1c	83		10/1/2019	Northlake Blvd	Hall Blvd to Coconut Blvd	4LD	✓	Yes	Determined to be met as not applicable.
1d	98		10/1/2019	SR 7	Okeechobee Blvd to 60th St N	4LD	✓	Yes	Determined to be met as not applicable.
1e	304		10/1/2018	SR 7	60th St N to Northlake Blvd	4LD	✓	Yes	Determined to be met as not applicable.
1f	447	251 AM Out	10/1/2017	Northlake Blvd	Seminole Pratt Whitney to Hall Blvd	4LD	✓	Yes	Determined to be met as not applicable.
1g	536		10/1/2016	Intersection	60th St N / RPB Blvd		✓	Yes	Determined to be met as not applicable.
1h	872			Prop Share Payment	\$7,984,927		✓	Yes	Paid on 12/7/20.
1i	1,021	574 AM Out	10/1/2020	Southern Blvd	Lion Country Safari to Forest Hill Blvd	6LD	✓	Yes	Determined to be met as not applicable.
1j	1,904	1071 AM Out		Prop Share Payment	\$7,356,582		✓	No	To be paid at 1,326 Residential Building Permit ¹
1k	2,269	1276 AM Out	10/1/2020	Roebuck Rd	SR 7 to Jog Rd (or Pay \$1,144,578)	4LD	✓	Yes	Determined to be met as not applicable.
1l	2,430	1367 AM Out		Prop Share Payment	\$3,667,913		✓	No	To be paid at 1,893 Residential Building Permit ¹
1m	2,581	1452 AM Out		Prop Share Payment	\$9,855,072		✓	No	To be paid at 2,047 Residential Building Permit ¹
1n	2,706	756 PM Out		Prop Share Payment	\$8,653,561		✓	No	To be paid at 1,066 Residential Building Permit ¹
1o	3,045	1713 AM Out		Prop Share Payment	\$4,558,546		✓	No	To be paid at 2,522 Residential Building Permit ¹
1p	3,240	1822 AM Out		Prop Share Payment	\$1,180,850				
1q	3446 + 600 Condos + 255+ Units	2118 AM Out		Prop Share Payment	\$2,281,800				
1r		2125 PM Out		Prop Share Payment	\$832,533				
				CRALLS Payment	\$3,363,800				
1s		2192 AM Out		Prop Share Payment	\$3,701,222				
1t		2270 AM Out		Seminole Pratt Whitney Rd	Persimmon to 60th St N	6LD			
1u			<12/31/18	Seminole Pratt Whitney Rd	Seminole Ridge H.S. to M Canal	4LD		Yes	Under construction.
3	1 year from first non-residential C.O.			Program	Compressed Work Wk/Non-peak Hours				
4		2125 PM Out		Program	Ridesharing				
5a	April 1-1 year from Ridesharing program			Monitoring Report	Compressed Work Wk/Non-peak Hours				
5b	April 1-1 year from Ridesharing program			Monitoring Report	Ridesharing				
6a	Any DRO Application			Trip Generation Analysis			✓	Yes	
6b	Any DRO Application			DO Conditions Evaluated			✓	Yes	
7				Fund	Warranted Traffic Signals				
8	1,300	(East of SPW Rd)		Town Center Pkwy	Seminole Pratt Whitney to 60th St N		✓		Under Construction.
9	3,000	(East of SPW Rd)		Persimmon (2nd E/W Conn)	Seminole Pratt Whitney to East of Proj				Construct or pay \$9,000,000
10	2,600			60th St N (North E/W Conn)	W of SPW to Seminole Pratt Whitney				
11	0 after Persimmon connection			Payment	\$1,500,000				
12	0 after 60th St connection			Payment	\$3,000,000				

¹ Calculation of Residential building permits is based on the inclusion of the following non-residential uses: Gas Station/C-store, carwash and 140,000 SF of Retail uses on west side; and 16,700 SF Retail, 26,688 SF Community Center, 38,155 SF Church, 1 Soccer Complex, 12,379 SF FSED, and 23,735 SF Tax Collector on east side.

PERSIMMON BLVD

N.T.S.

POD H

46 (47)
1 (1)
47 (48)

7 (7)
1 (1)
8 (8)

14 (14)
7 (7)
15 (15)

14 (14)
1 (2)
15 (16)

7 (7)

70 (70)

1,155
56
1,211

1,096

1,733
120
1,853

38 (38)
2 (3)
40 (41)

41 (42)
2 (7)
43 (49)

42 (42)
3 (4)
45 (46)

SITE

SEMINOLE PRATT WHITNEY RD

LEGEND

- XX - AM PEAK HOUR*
- (XX) - PM PEAK HOUR*
- XXXX - ADT*
- XX - PINNACLE STORAGE
- [XX] - TOTAL

*Original 7-11 Traffic

#21-026
3/25/21

WESTLAKE POD H
PINNACLE STORAGE

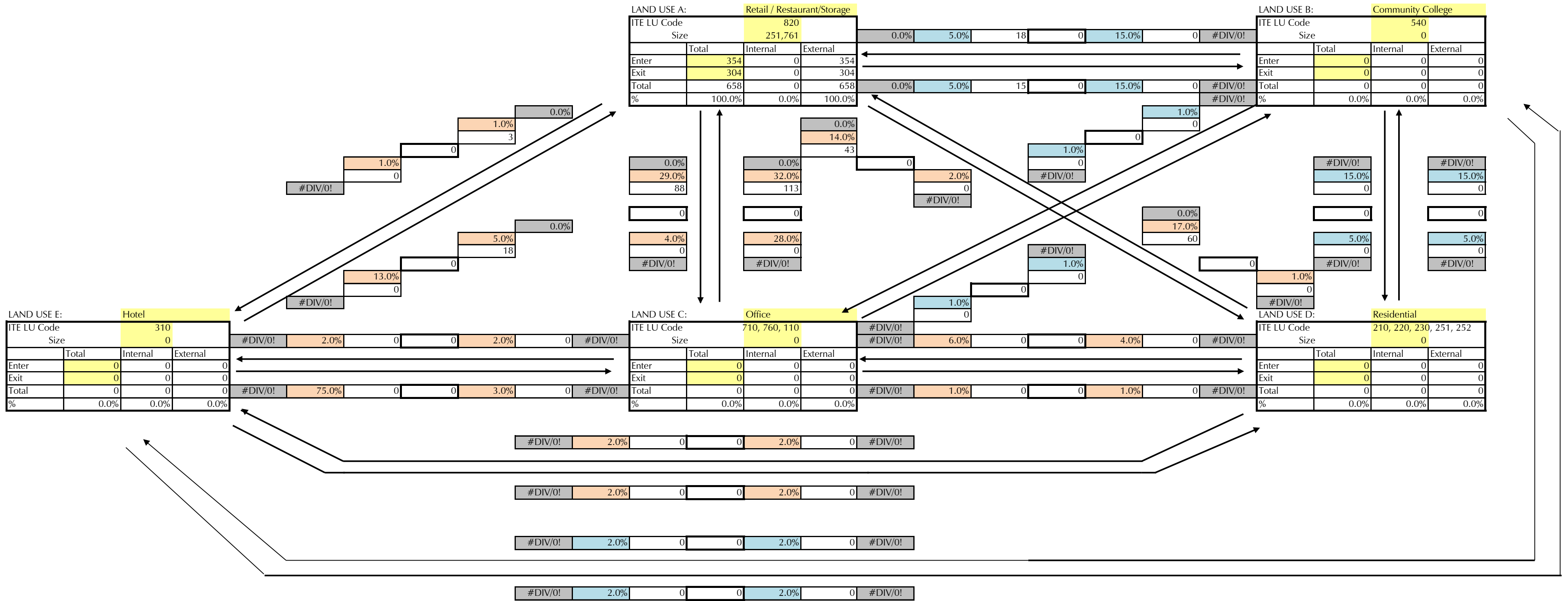
ATTACHMENT 5
PROJECT DRIVEWAY VOLUMES
ON POD H DRIVEWAYS

PTC

APPENDIX

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - West Side
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	354	0	0	0	0	354
Exit	304	0	0	0	0	304
Total	658	0	0	0	0	658
Single-Use Trip Gen. Estimate	658	0	0	0	0	658

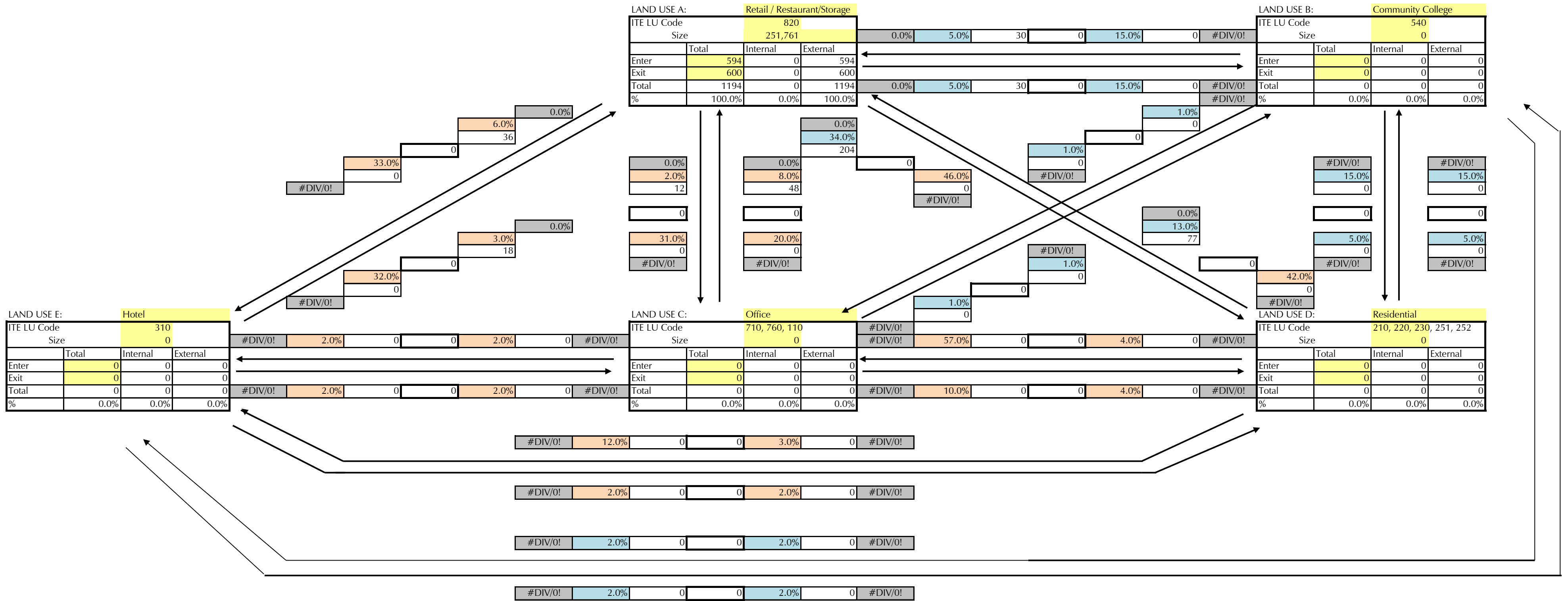
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - West Side
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	594	0	0	0	0	594
Exit	600	0	0	0	0	600
Total	1194	0	0	0	0	1194
Single-Use Trip Gen. Estimate	1194	0	0	0	0	1194

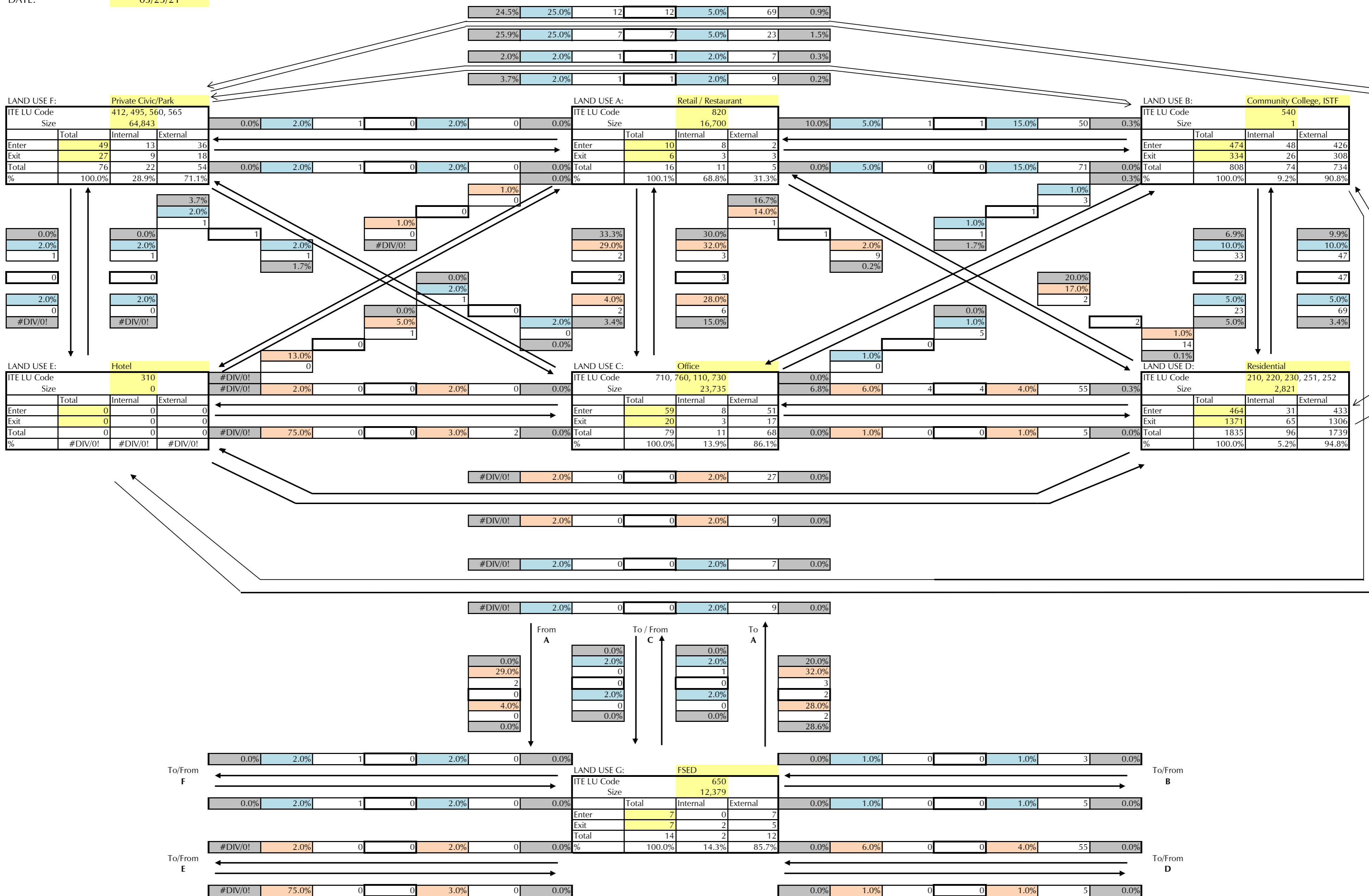
INTERNAL CAPTURE

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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- 12 Balanced number of trips (lowest value) between two land uses.

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



Net External Trips for Multi-Use Development								
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	L.U. F	L.U. G	TOTAL
Enter	2	426	51	433	0	36	7	955
Exit	3	308	17	1306	0	18	5	1657
Total	5	734	68	1739	0	54	12	2612
Single-Use Trip Gen. Estimate	16	808	79	1835	0	76	14	2828

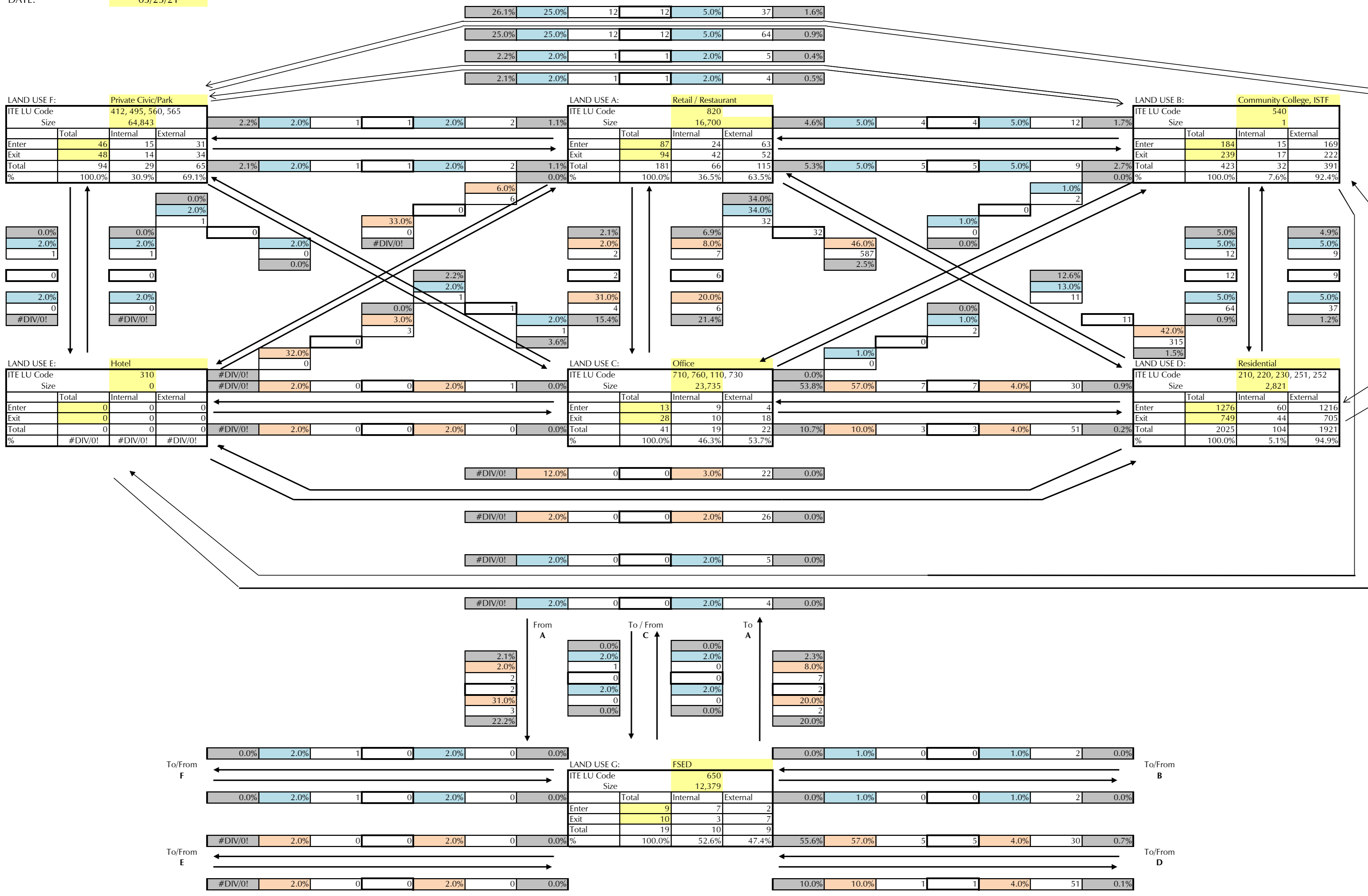
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - East Side
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



Net External Trips for Multi-Use Development								
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	L.U. F	L.U. G	TOTAL
Enter	63	169	4	1216	0	31	2	1485
Exit	52	222	18	705	0	34	7	1038
Total	115	391	22	1921	0	65	9	2523
Single-Use Trip Gen. Estimate	181	423	41	2025	0	94	19	2783

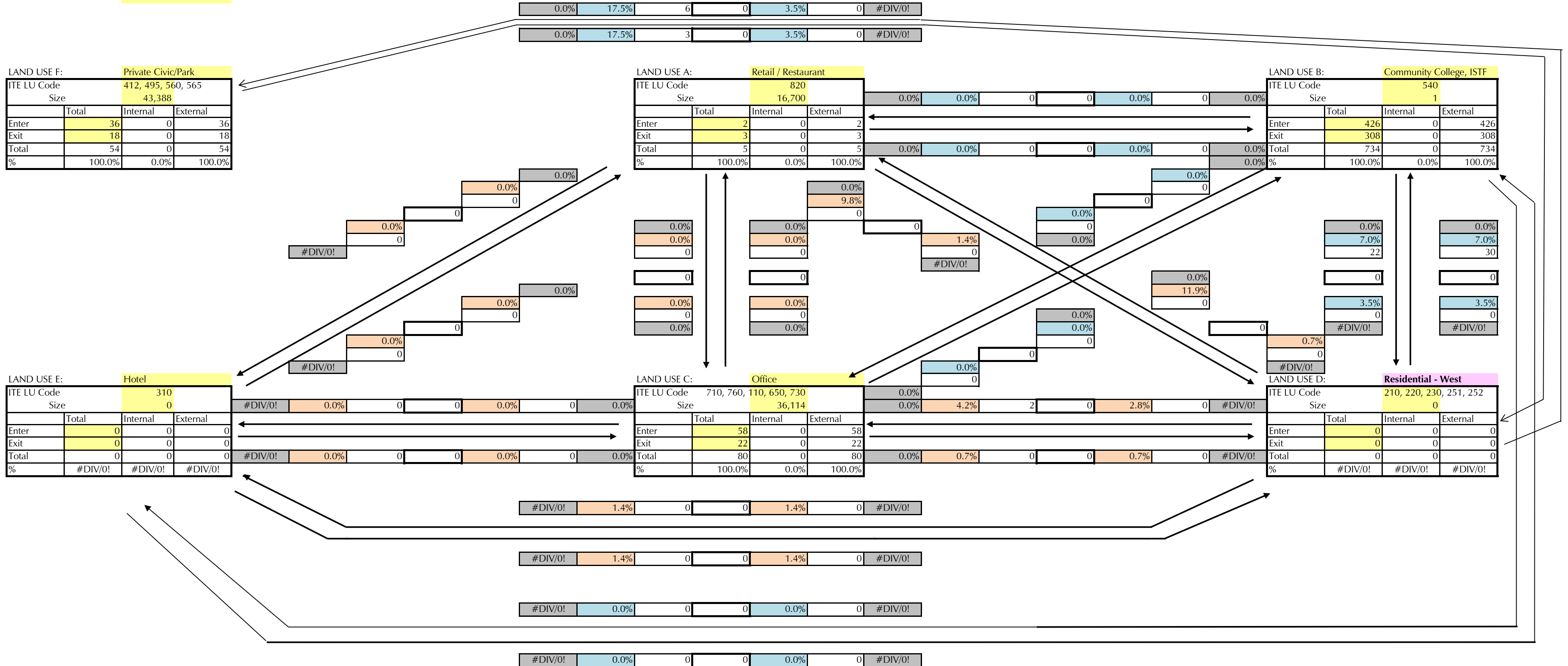
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Residential
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



LAND USE F: Private Civic/Park

ITE LU Code	412, 495, 560, 565		
Size	43,388		
Total	36	0	36
Enter	36	0	36
Exit	18	0	18
Total	54	0	54
%	100.0%	0.0%	100.0%

LAND USE A: Retail / Restaurant

ITE LU Code	820		
Size	16,700		
Total	2	0	2
Enter	2	0	2
Exit	3	0	3
Total	5	0	5
%	100.0%	0.0%	100.0%

LAND USE B: Community College, ISTF

ITE LU Code	540		
Size	1		
Total	426	0	426
Enter	426	0	426
Exit	308	0	308
Total	734	0	734
%	100.0%	0.0%	100.0%

LAND USE E: Hotel

ITE LU Code	310		
Size	0		
Total	0	0	0
Enter	0	0	0
Exit	0	0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

LAND USE C: Office

ITE LU Code	710, 760, 110, 650, 730		
Size	36,114		
Total	58	0	58
Enter	58	0	58
Exit	22	0	22
Total	80	0	80
%	100.0%	0.0%	100.0%

LAND USE D: Residential - West

ITE LU Code	210, 220, 230, 251, 252		
Size	0		
Total	0	0	0
Enter	0	0	0
Exit	0	0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	2	426	58	0	0	486
Exit	3	308	22	0	0	333
Total	5	734	80	0	0	819
Single-Use Trip Gen. Estimate	5	734	80	0	0	819

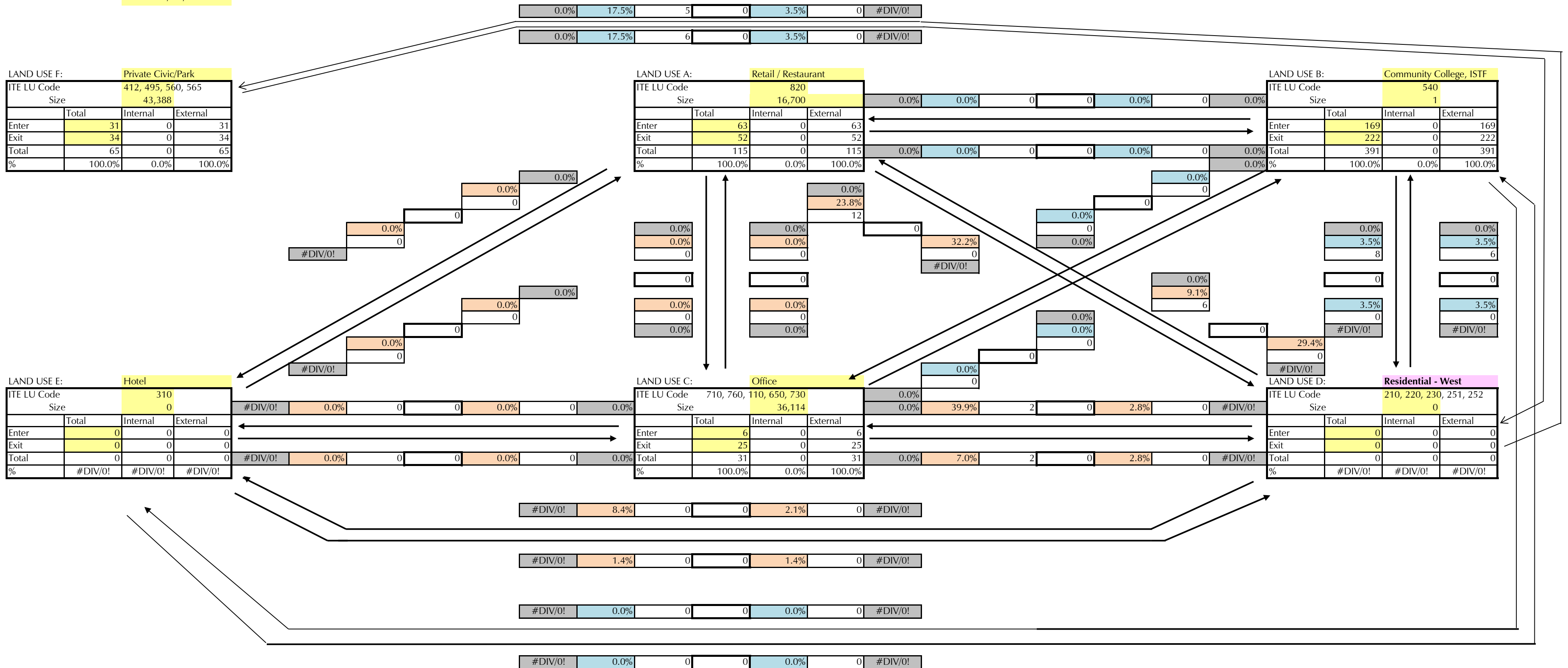
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Residential
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	63	169	6	0	0	238
Exit	52	222	25	0	0	299
Total	115	391	31	0	0	537
Single-Use Trip Gen. Estimate	115	391	31	0	0	537

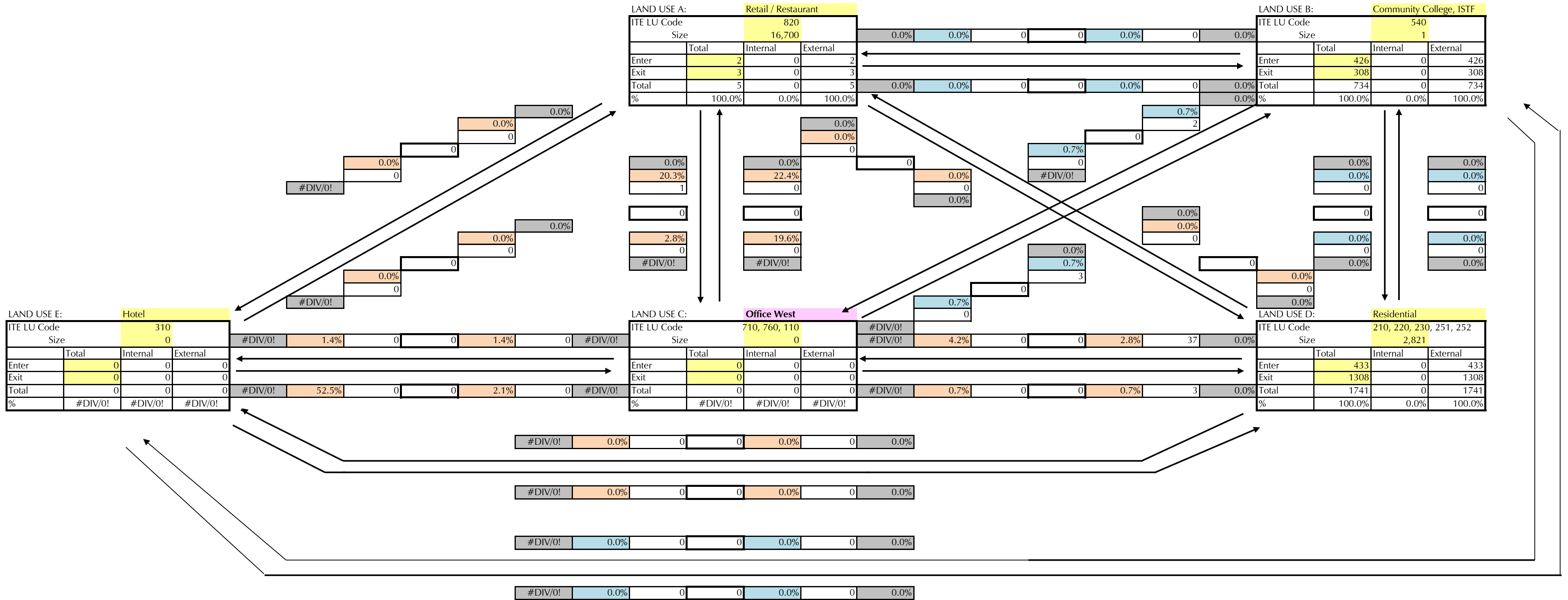
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Office
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	2	426	0	433	0	861
Exit	3	308	0	1308	0	1619
Total	5	734	0	1741	0	2480
Single-Use Trip Gen. Estimate	5	734	0	1741	0	2480

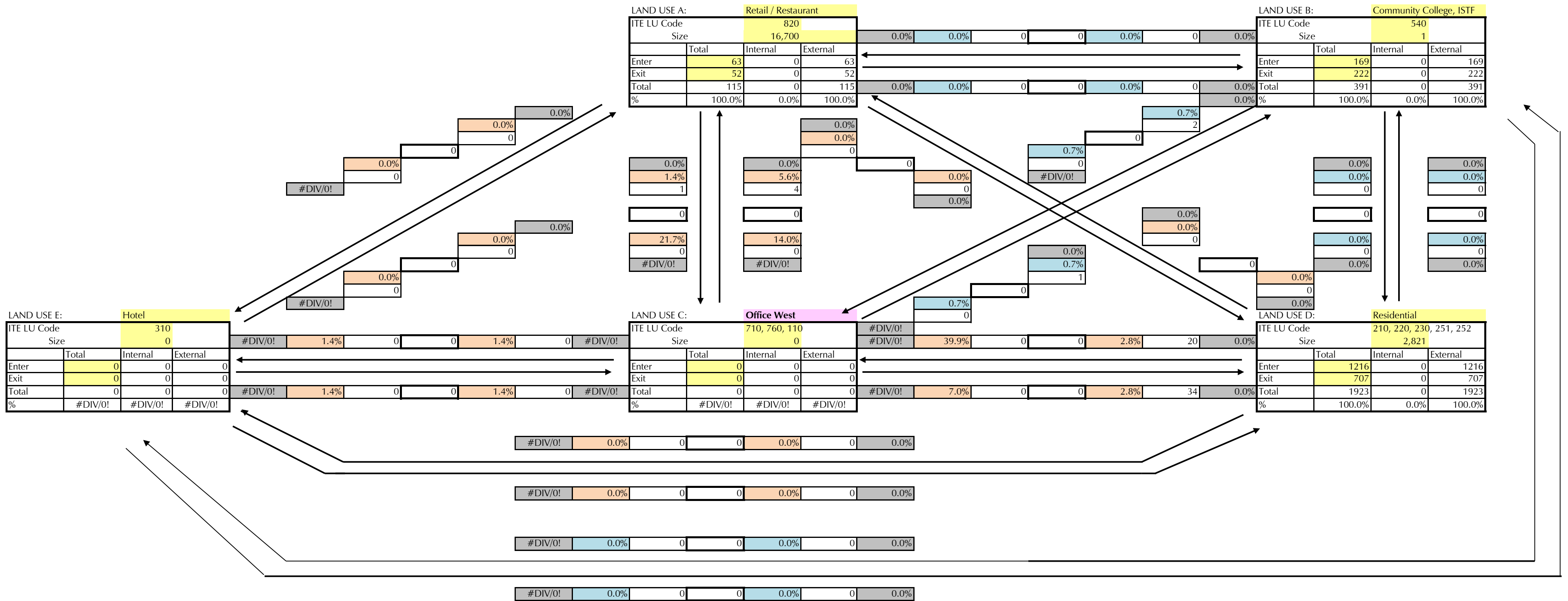
INTERNAL CAPTURE

LEGEND

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

INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Office
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



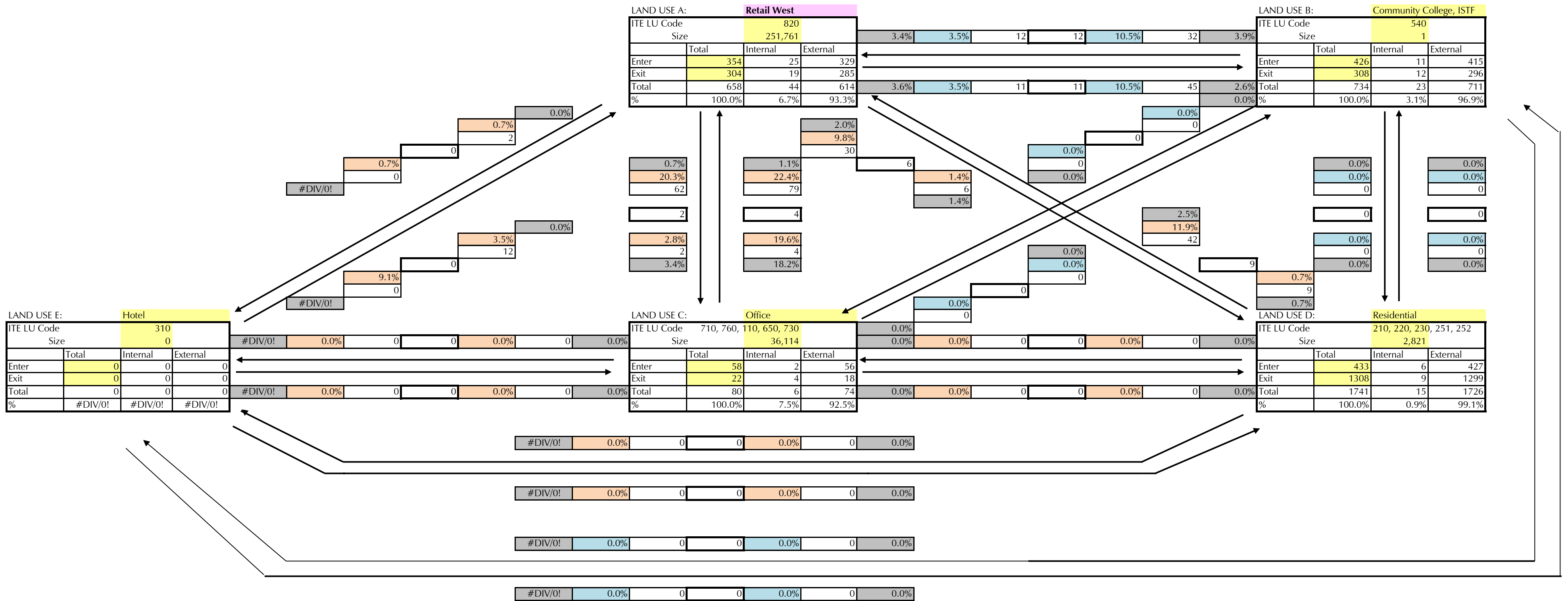
	Net External Trips for Multi-Use Development					TOTAL	INTERNAL CAPTURE
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	63	169	0	1216	0	1448	
Exit	52	222	0	707	0	981	
Total	115	391	0	1923	0	2429	
Single-Use Trip Gen. Estimate	115	391	0	1923	0	2429	0.0%

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Retail
 TIME PERIOD: AM Peak Hour Traffic
 DATE: 03/25/21



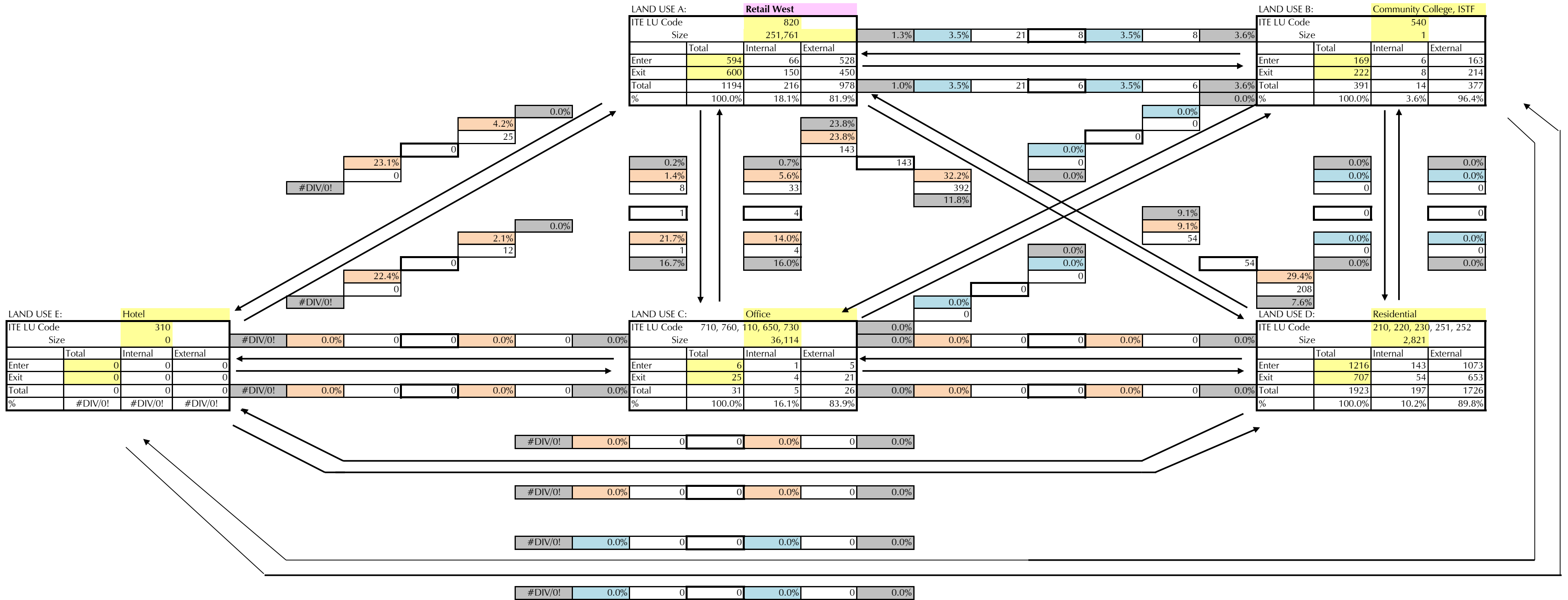
	Net External Trips for Multi-Use Development					TOTAL	INTERNAL CAPTURE
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E		
Enter	329	415	56	427	0	1227	
Exit	285	296	18	1299	0	1898	
Total	614	711	74	1726	0	3125	
Single-Use Trip Gen. Estimate	658	734	80	1741	0	3213	2.7%

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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INTERNAL CAPTURE WORKSHEET

PROJECT: Westlake - Interzonal - Retail
 TIME PERIOD: PM Peak Hour Traffic
 DATE: 03/25/21



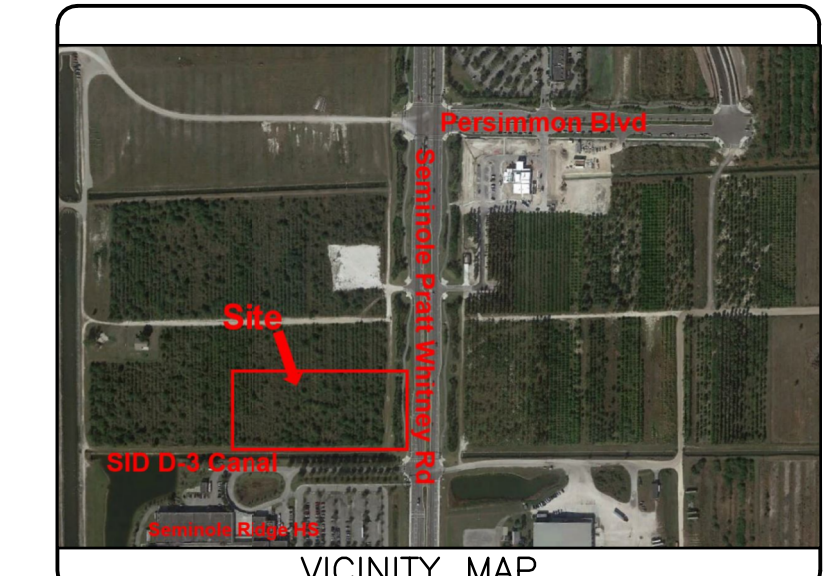
	Net External Trips for Multi-Use Development					
	L.U. A	L.U. B	L.U. C	L.U. D	L.U. E	TOTAL
Enter	528	163	5	1073	0	1769
Exit	450	214	21	653	0	1338
Total	978	377	26	1726	0	3107
Single-Use Trip Gen. Estimate	1194	391	31	1923	0	3539

INTERNAL CAPTURE

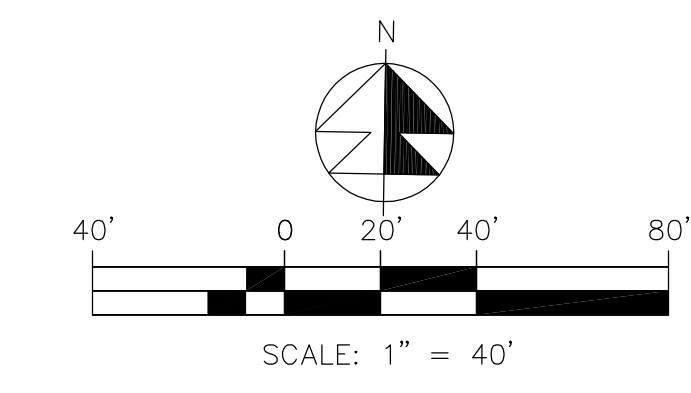
12.2%

LEGEND

- 1.0% Actual percent of trips entering (or exiting) a land use from another land use based on balanced number of trips.
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SECTION 43 TOWNSHIP 38S RANGE 41E



REVISIONS	
04-13-21	REV PER SP

Jeff H. Iravani, Inc.
Consulting Engineers

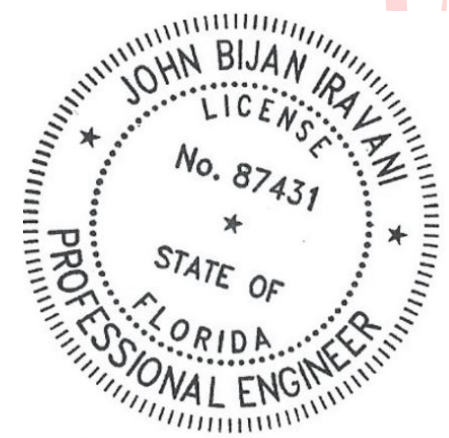
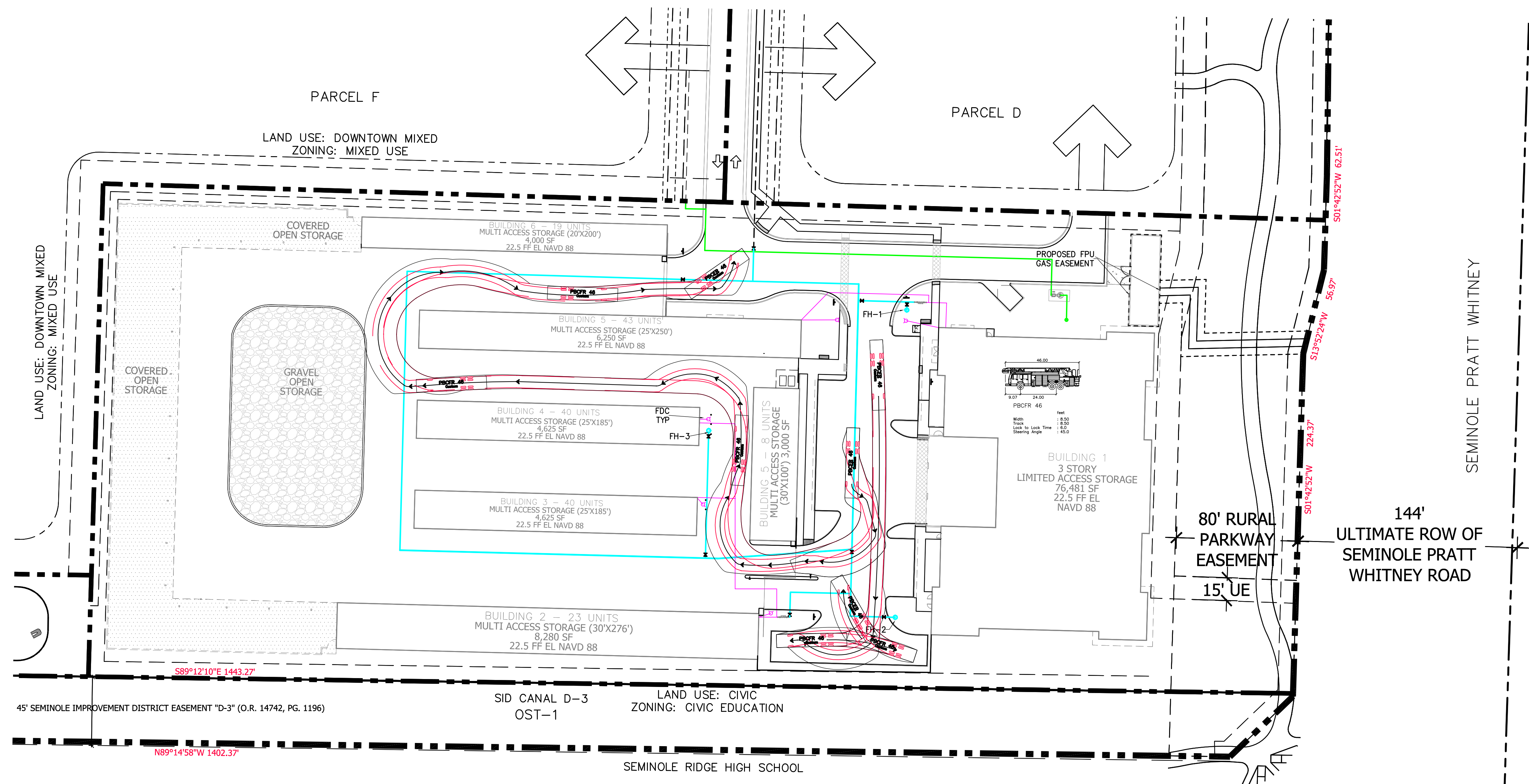
1834 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
TEL: (561) 575-6030
FAX: (561) 575-6088
EMAIL: jh@jhsouth.net
WEBSITE: www.jhinc.com

Westlake Landings
Pinnacle Self Storage
of Westlake, LLC

Palm Beach County, Florida

Fire Truck Routing	
DATE	03/11/2021
DESIGNED BY	JBI
DRAWN BY	JBI
JOB NO.	2103-1362

SEAL	
COA #	6986
SHEET NO.	FT-1

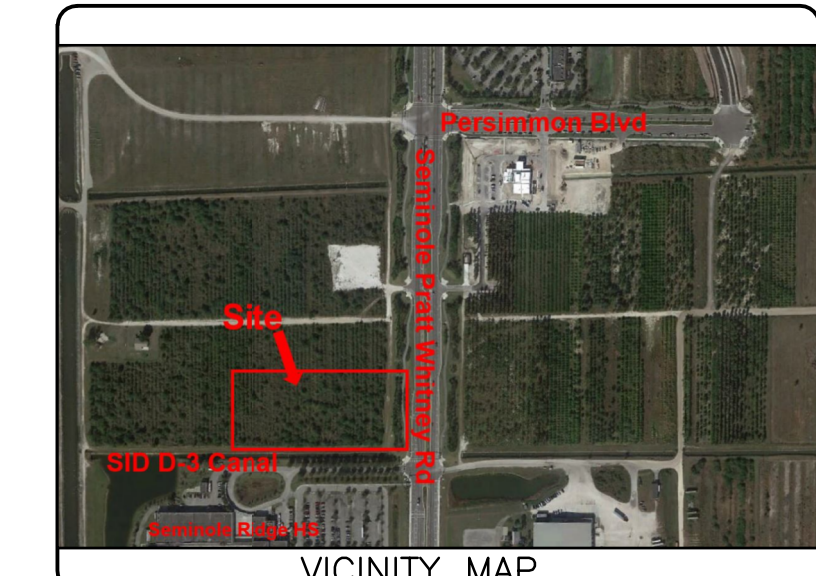


John Iravani PE
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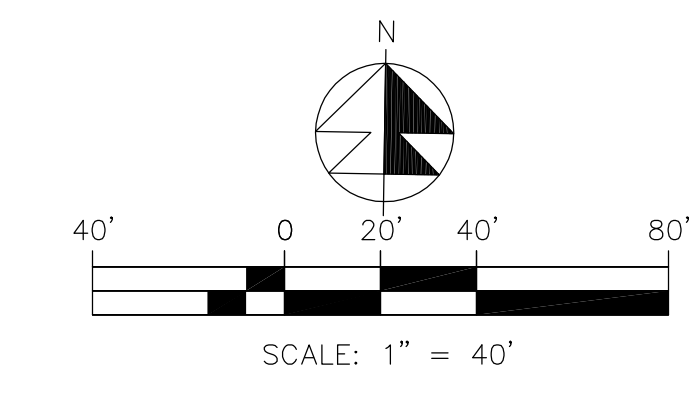
LEGEND	
Ø 19.7	PROP PAVT EL
FH	FIRE HYDRANT
EX	EXIST EL
CONTRACTOR TO	
INVT	FIELD VERIFY
CB	CATCH BASIN
YD	YARD DRAIN
BC	BOTTOM OF CURB
BE	BOTTOM EL
TC	TOP OF CURB
TE	TOP EL
EXF	EXFILTRATION TRENCH
WM	WATER MAIN
FM	FORCE MAIN
FIM	FIRE MAIN
WW	WASTEWATER GRAVITY
FD	FIRE HYDRANT
GV	GATE VALVE
CV	CHECK VALVE
DD	DOUBLE DETECTOR
CD	CHECK VALVE
WM	WATER METER W/ REDUCED PRESSURE BACKFLOW PREV.
SP	SAMPLE POINT
MES	MITERED END SECTION
F.F.EL	FIN FLOOR ELEV
F.L.EL	FLOW LINE ELEV
TOB	TOP OF BANK
TOS	TOE OF SLOPE
TOC	TOP OF CONCRETE
TV	TAPPING VALVE
CO	CLEANOUT
B1	BORING NO. AND LOCATION

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
CALL SUNSHINE
NOTIFICATION CENTER

This item has been electronically signed and sealed by John Bijan Iravani using a 3rd Party Authentication Code. Printed copies of this document are not considered signed and sealed and the 3rd Party authentication code must be verified on any electronic copies.



SECTION 43 TOWNSHIP 38S RANGE 41E



REVISIONS	
04-13-21	REV PER SP

Jeff H. Irvani, Inc.
Consulting Engineers

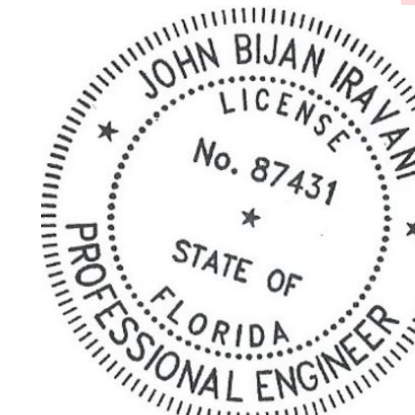
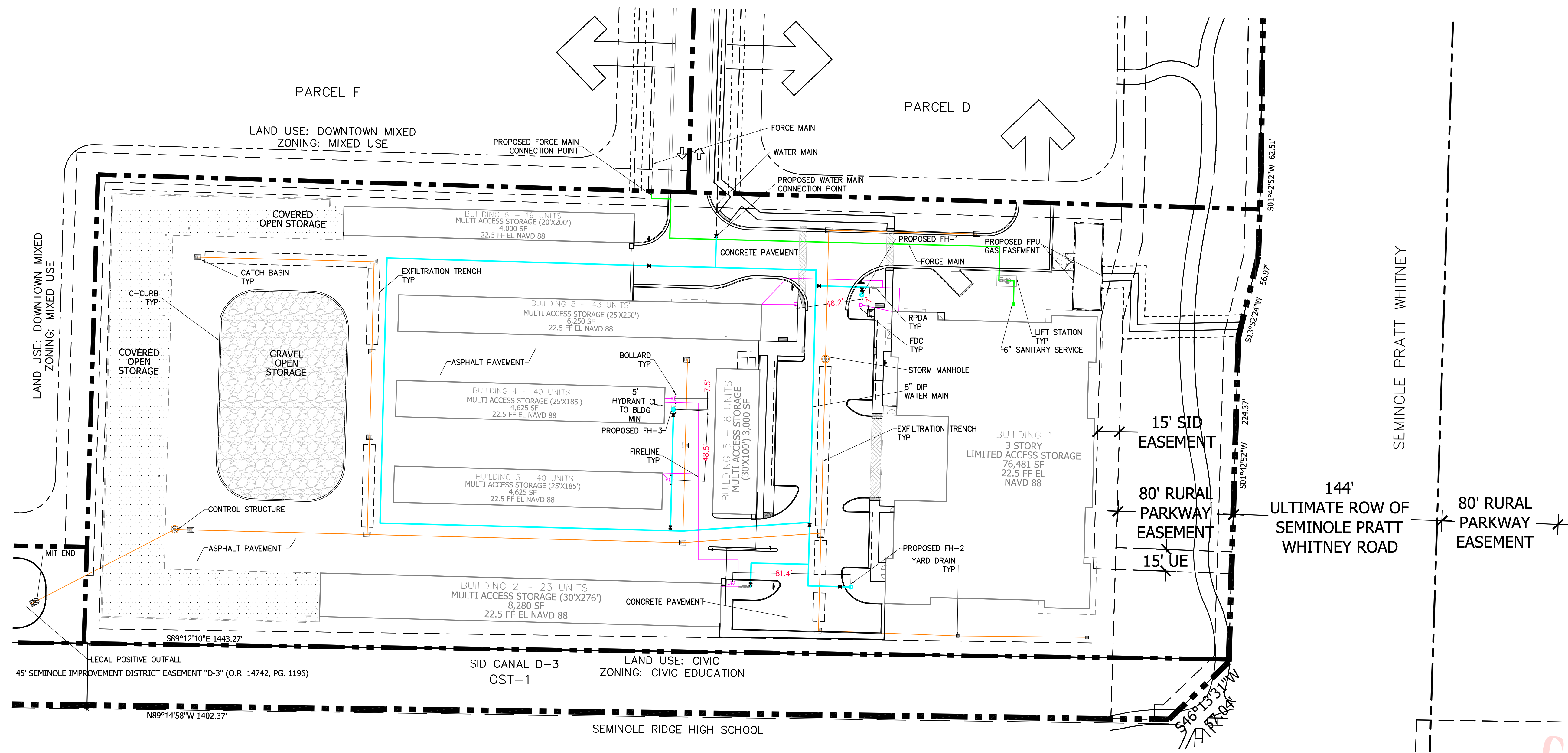
1834 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
TEL: (561) 575-6030
FAX: (561) 575-6088
EMAIL: jh@jeffirvani.com
WEBSITE: www.jhinc.com

Westlake Landings
Pinnacle Self Storage
of Westlake, LLC

Palm Beach County, Florida

Conceptual Improvement Plan	
DATE	03/11/2021
DESIGNED BY	JBI
DRAWN BY	JBI
JOB NO.	2103-1362

SEALED
COA # 6986
SHEET NO. CI-1

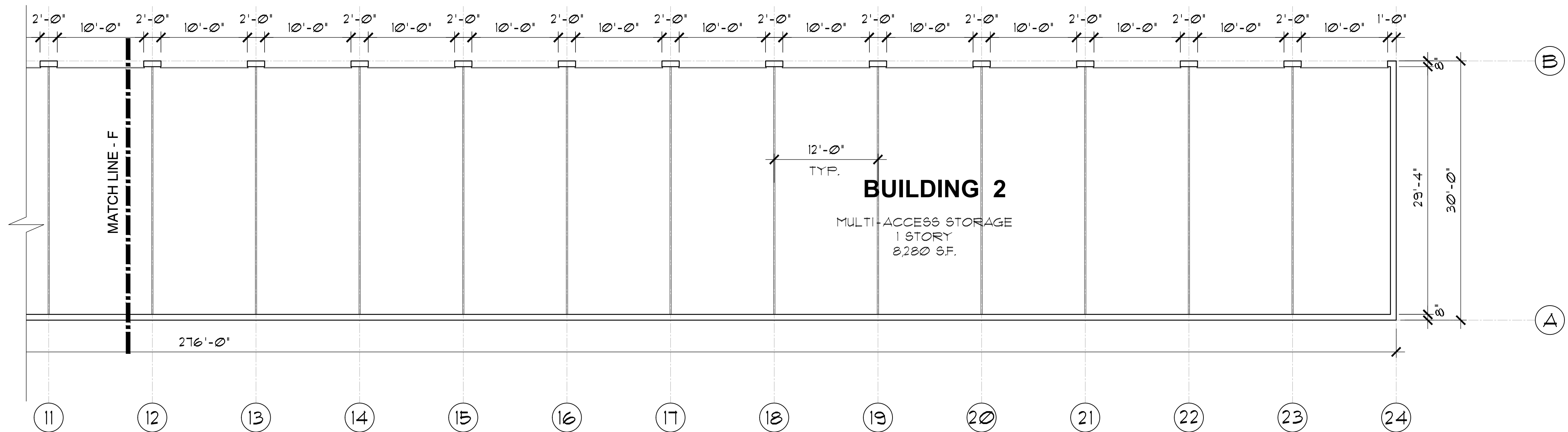
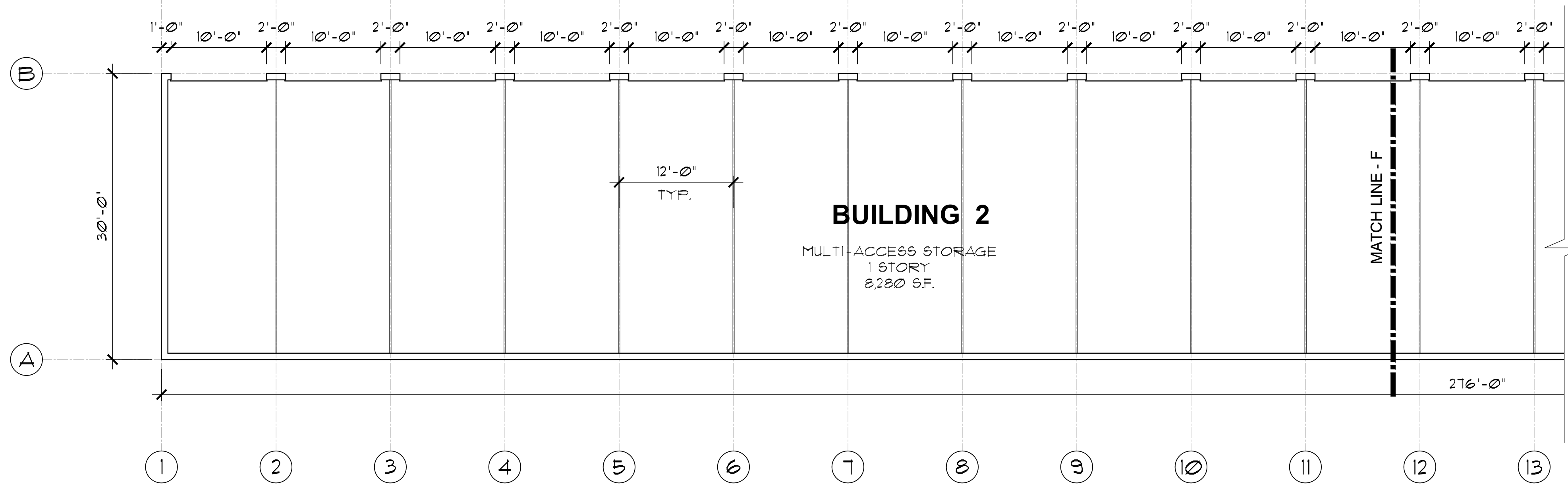


John Irvani PE
2021.04.16
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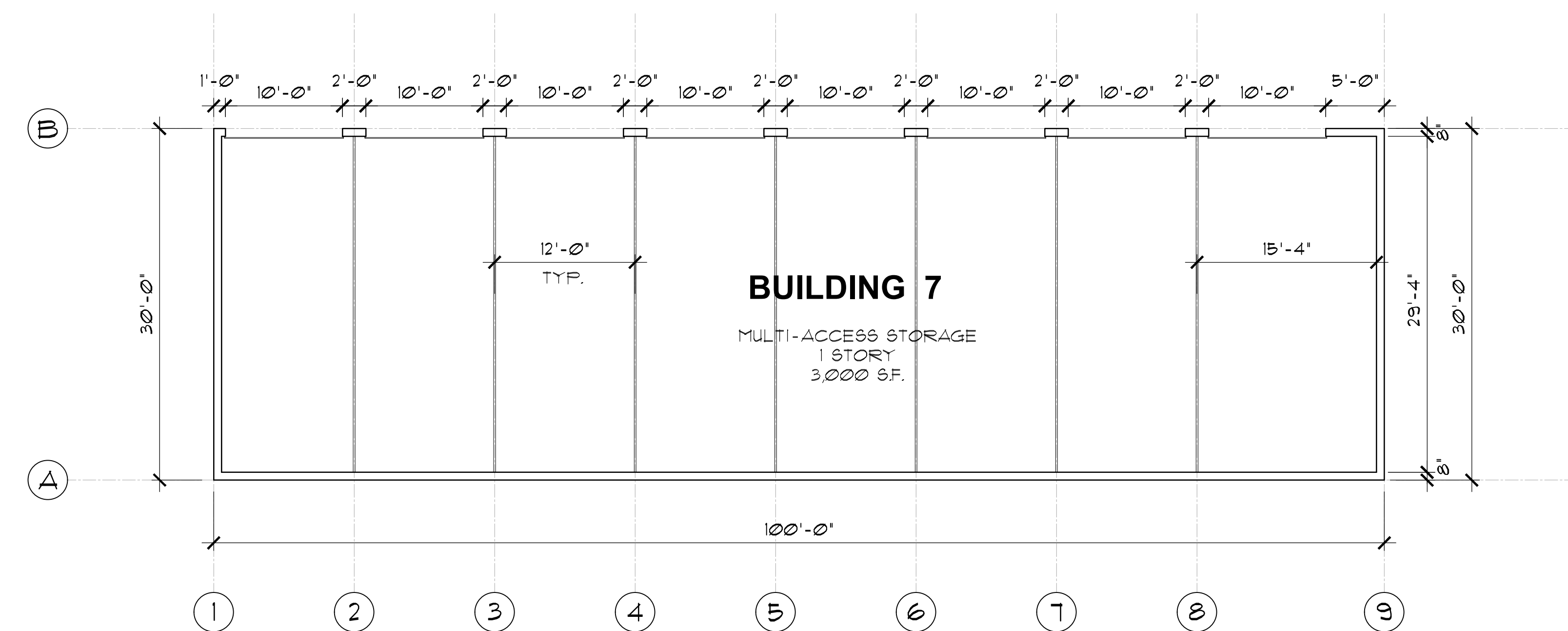
LEGEND	
⊕19.7	PROP PAVT EL
FH	FIRE HYDRANT
EXIST EL	EXIST EL
CONTRACTOR TO FIELD VERIFY	CONTRACTOR TO FIELD VERIFY
INV EL	INVERT EL
CB	CATCH BASIN
YD	YARD DRAIN
BC	BOTTOM OF CURB
BE	BOTTOM EL
TC	TOP OF CURB
TE	TOP EL
EXF	EXFILTRATION TRENCH
WM	WATER MAIN
FM	FORCE MAIN
FIM	FIRE MAIN
WW	WASTEWATER GRAVITY
FH	FIRE HYDRANT
GV	GATE VALVE
GV	GATE VALVE
SI	SIAMESE CONN.
CV	CHECK VALVE
DD	DOUBLE DETECTOR
CV	CHECK VALVE
WM	WATER METER W/ REDUCED PRESSURE BACKFLOW PREV.
SP	SAMPLE POINT
MES	MITERED END SECTION
F.F.EL	FIN FLOOR ELEV
F.L.EL	FLOW LINE ELEV
TOB	TOP OF BANK
TOS	TOE OF SLOPE
TOC	TOP OF CONCRETE
TV	TAPPING VALVE
CO	CLEANOUT
B1	BORING NO. AND LOCATION

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811
CALL SUNSHINE
NOTIFICATION CENTER

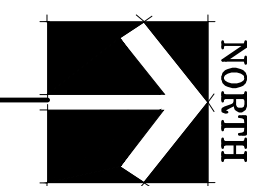
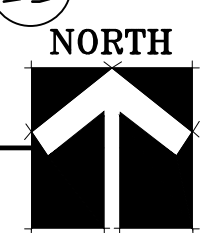
This item has been electronically signed and sealed by John Bijan Irvani using a State Authentication code. Printed copies of this document are not considered signed and sealed and the State authentication code must be verified on any electronic copies.



2 BUILDING 2 - GROUND FLOOR PLAN
 A45 1/8"=1'-0"



1 BUILDING 7 - GROUND FLOOR PLAN
 A46 1/8"=1'-0"



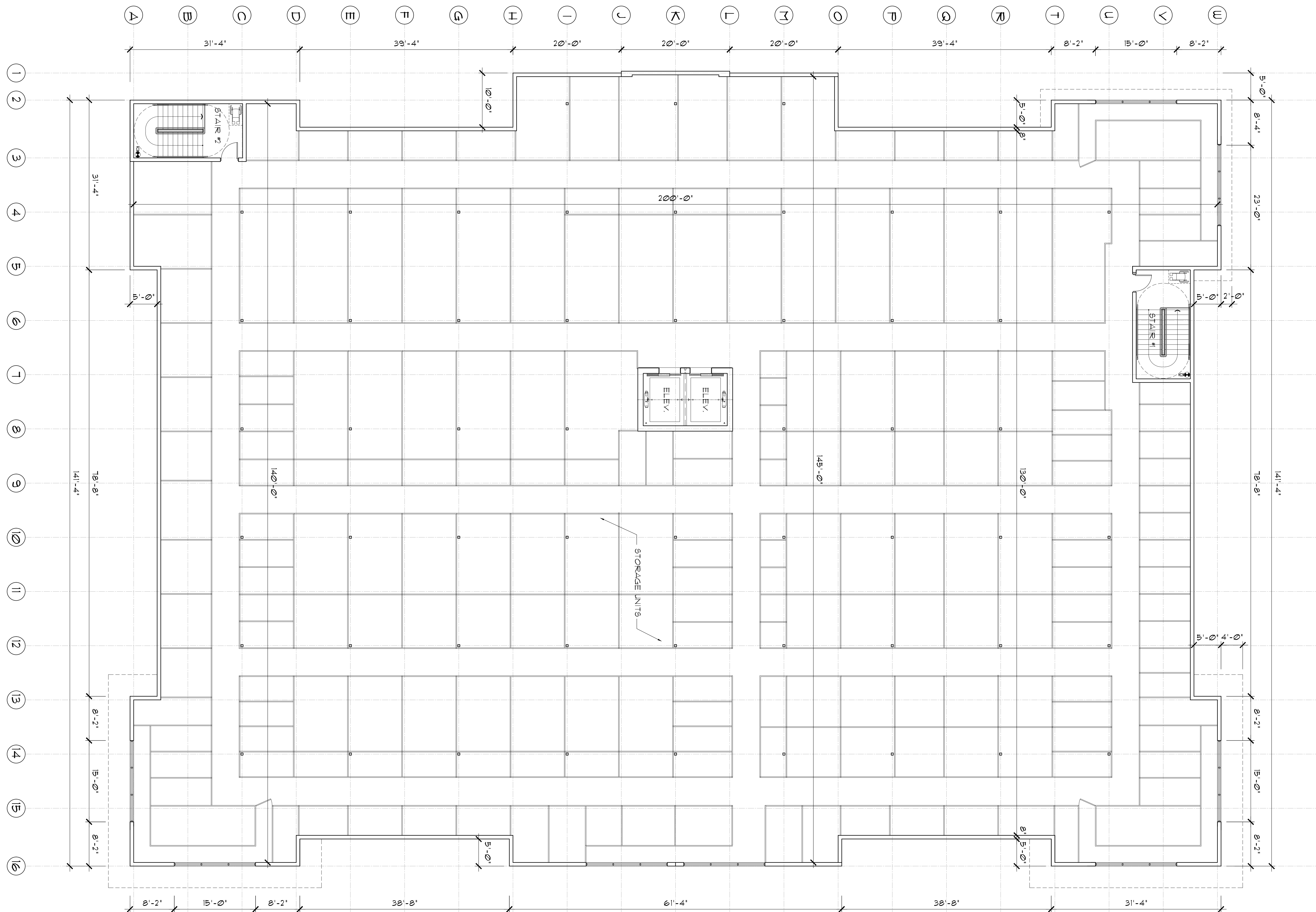
WESTLAKE SELF STORAGE
 4003 Seminole Pratt Whitney Rd
 Loxahatchee, FL 33410

KENNETH R. CARLSON - ARCHITECT, P.A.
 1166 W. NEUFORT CENTER DR., SUITE #311
 DEERFIELD BEACH, FLORIDA 33442
 PH. (954) 421 - 8848
 FAX (954) 421 - 9929
 e-mail: kenneth@krclson.com

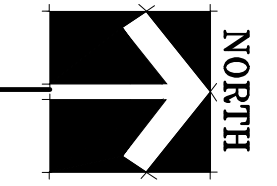
Revisions:

DRAWN BY: ES
 CHECKED BY: KSC
 DATE: 03/09/2021
 SCALE: AS NOTED
 PROJECT #: 21021
 CAD FILE: A4.5

KENNETH R. CARLSON
 AR2546



BUILDING 1 - THIRD FLOOR PLAN
 1/8"=1'-0"



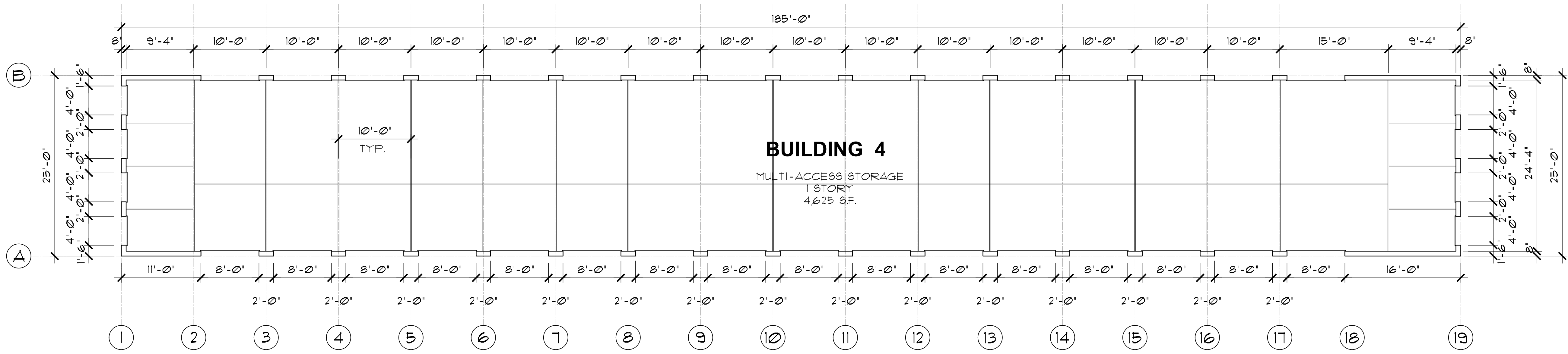
WESTLAKE SELF STORAGE
 4003 Semiole Pratt Whitney Rd
 Loxahatchee, FL 33470

KENNETH R. CARLSON - ARCHITECT, P.A.
 1166 W. NEWPORT CENTER DR., SUITE #311
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 FAX (954) 421 - 9929
 e-mail: krc@krcarlson.com

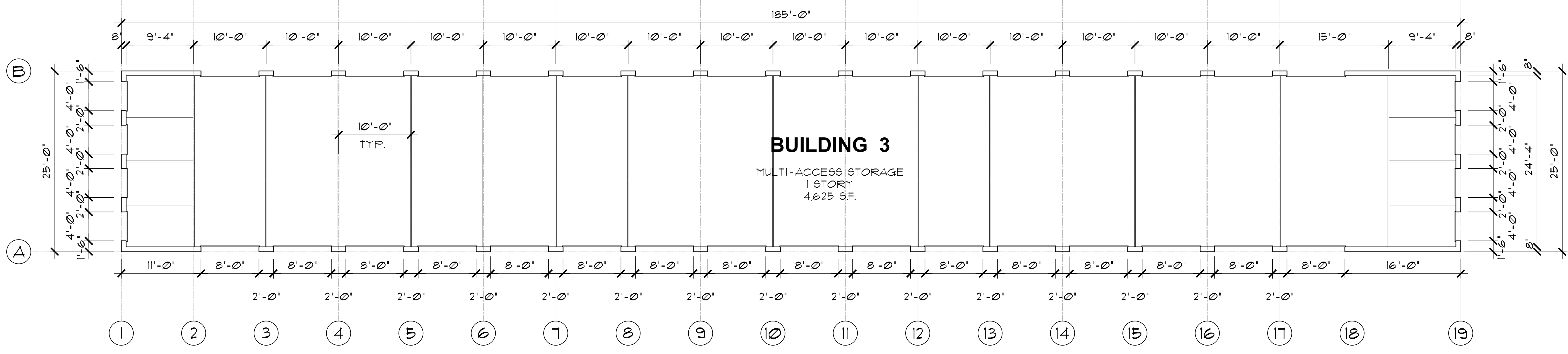
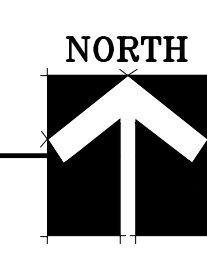
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DATE: 03/09/2021	SCALE: AS NOTED
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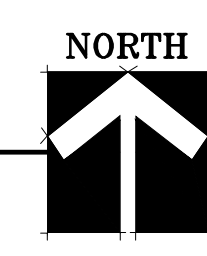
AR2546
 KENNETH R. CARLSON



1 **BUILDING 4 - GROUND FLOOR PLAN**
A4.4 1/8"=1'-0"



2 **BUILDING 3 - GROUND FLOOR PLAN**
A4.4 1/8"=1'-0"



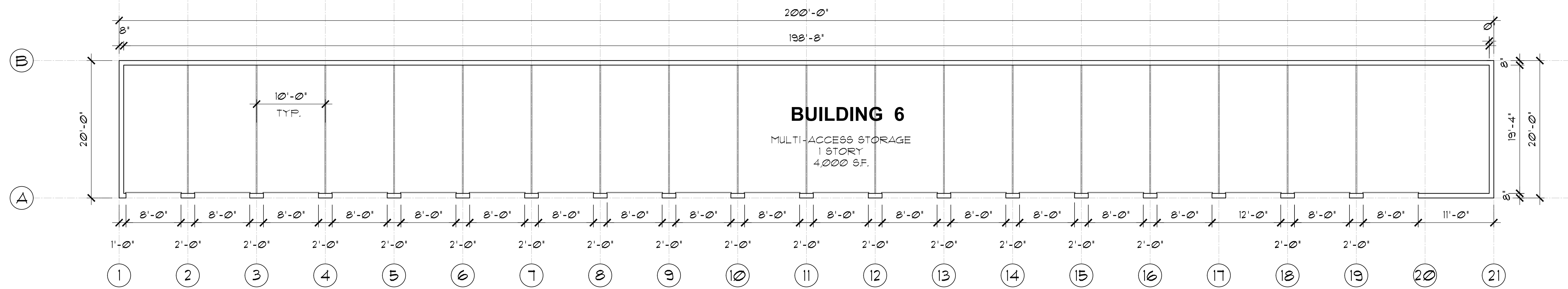
WESTLAKE SELF STORAGE
4003 Semrole Pratt Whitney Rd
Loxahatchee, FL 33410

KENNETH R. CARLSON - ARCHITECT, P.A.
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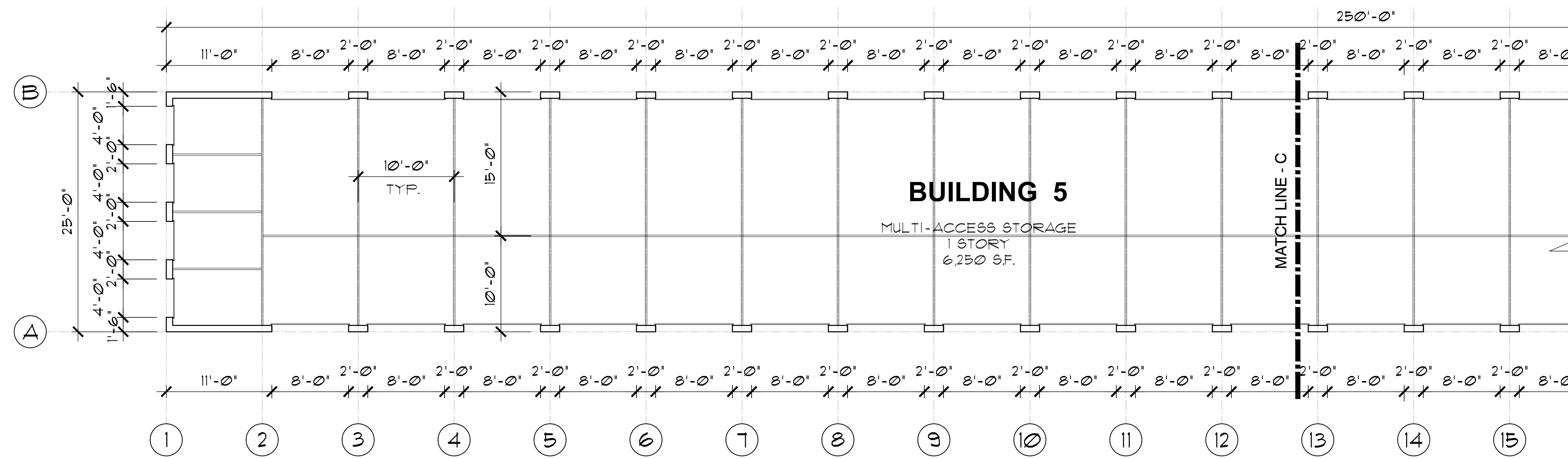
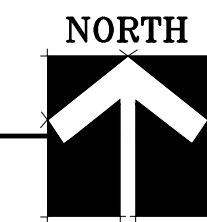
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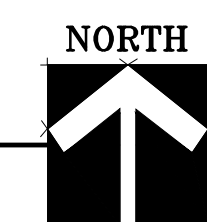
KENNETH R. CARLSON
AR2546



1 **BUILDING 6 - GROUND FLOOR PLAN**
A4.3 1/8"=1'-0"



2 **BUILDING 5 - GROUND FLOOR PLAN**
A4.3 1/8"=1'-0"



WESTLAKE SELF STORAGE
4003 Seminole Pratt Whitney Rd
Loxahatchee, FL 33410

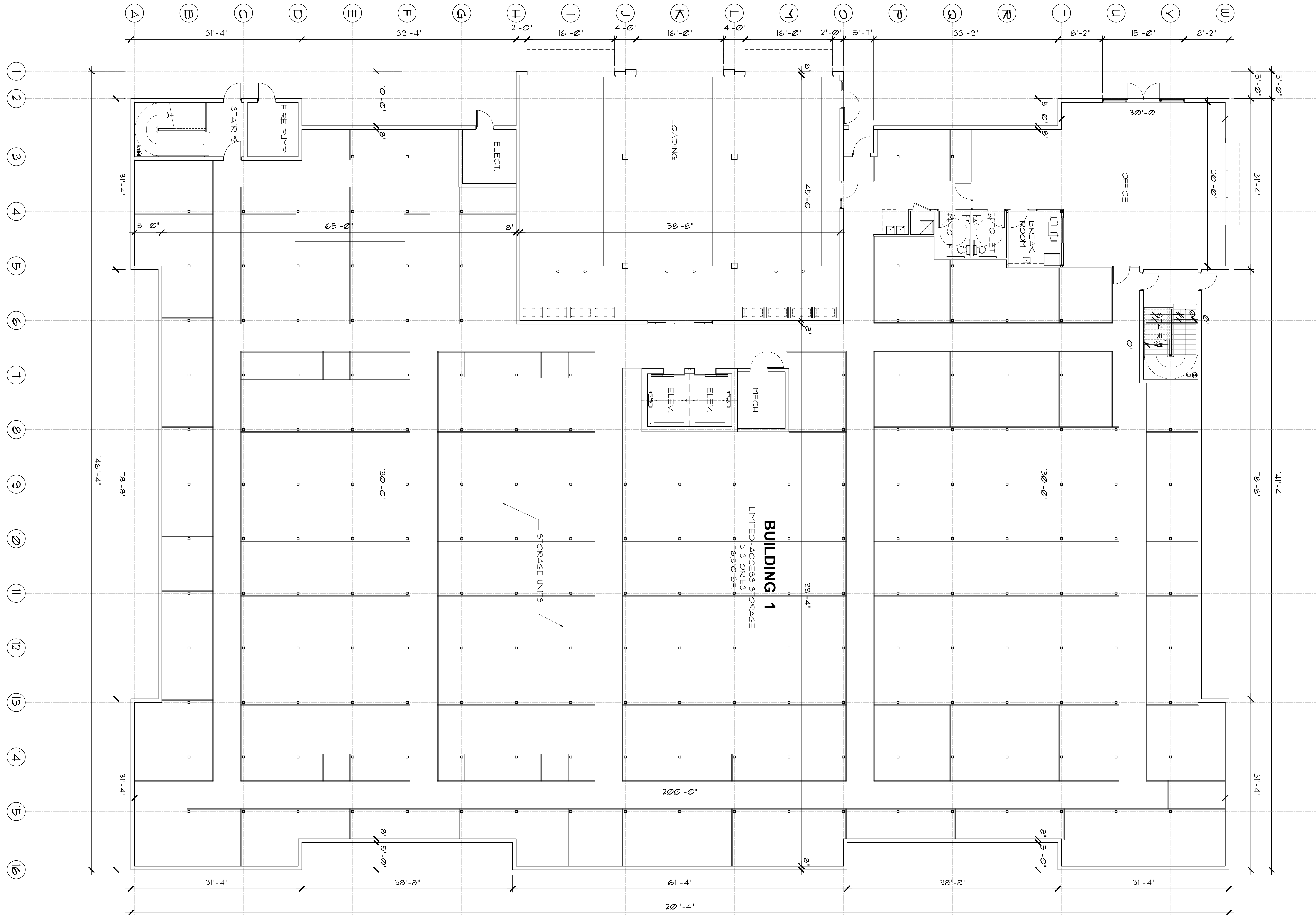
KENNETH R. CARLSON - ARCHITECT, P.A.
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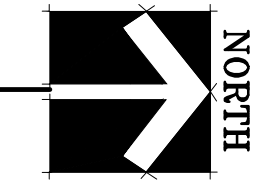
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PROJECT #: 21021
CAD DWG FILE: A4.3

AR2546
KENNETH R. CARLSON

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PAGE OF
351



BUILDING 1 - GROUND FLOOR PLAN
 1/8" = 1'-0"



WESTLAKE SELF STORAGE
 4003 Semcoke Pratt Whitney Rd
 Loxahatchee, FL 33470

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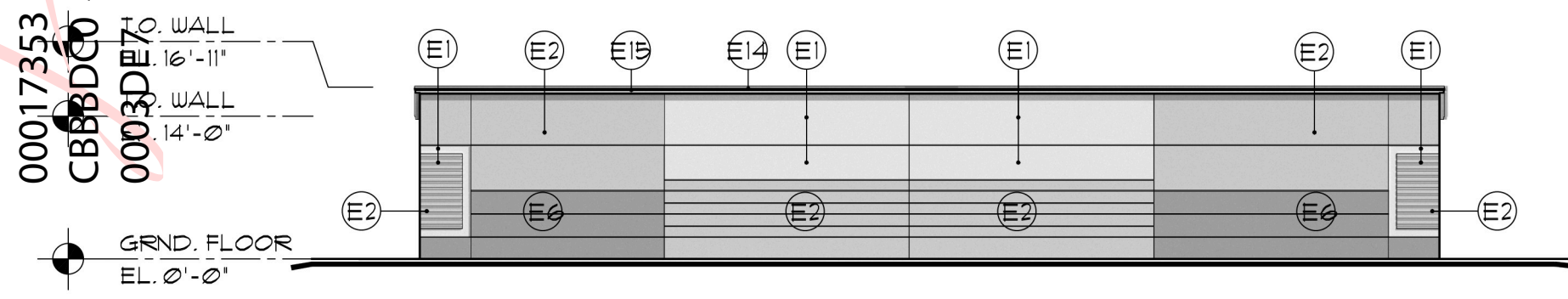
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KENNETH R. CARLSON
 AR2546

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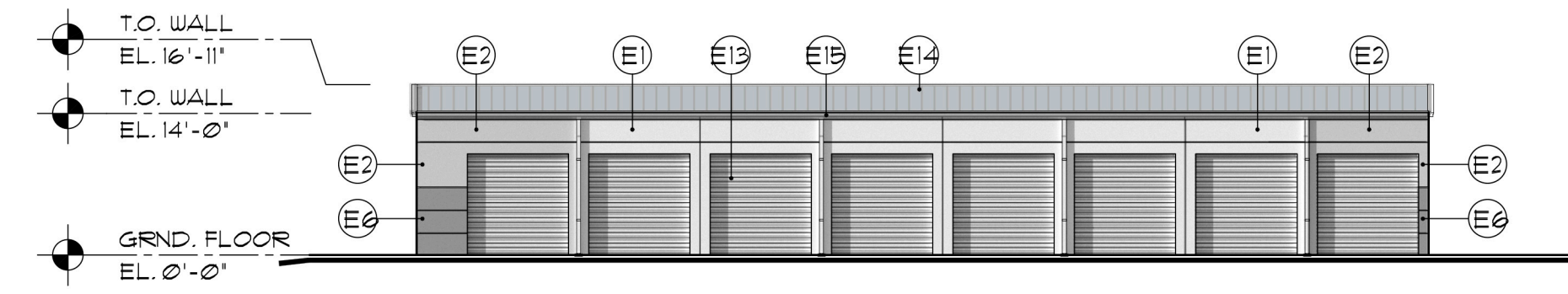
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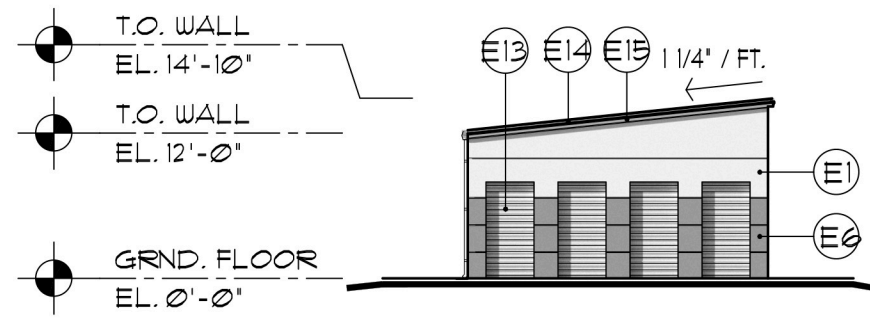
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 A5.5 1/16"=1'-0"



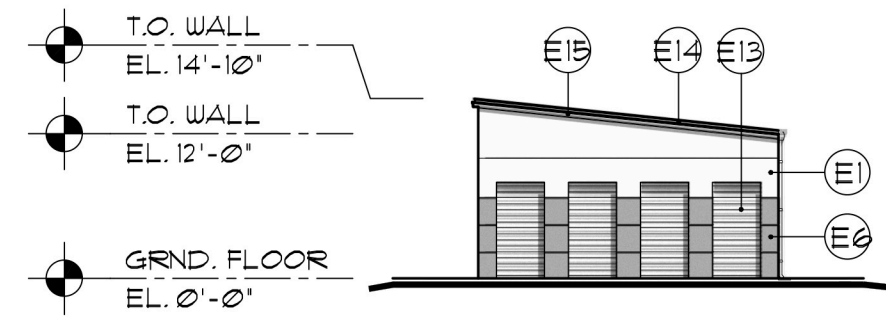
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 A5.5 1/16"=1'-0"



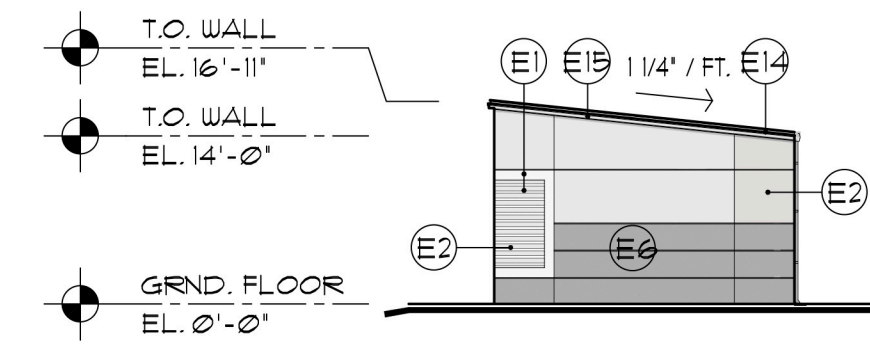
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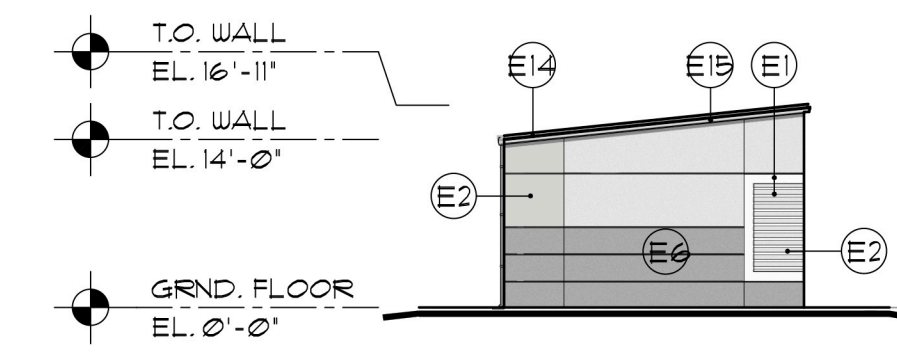
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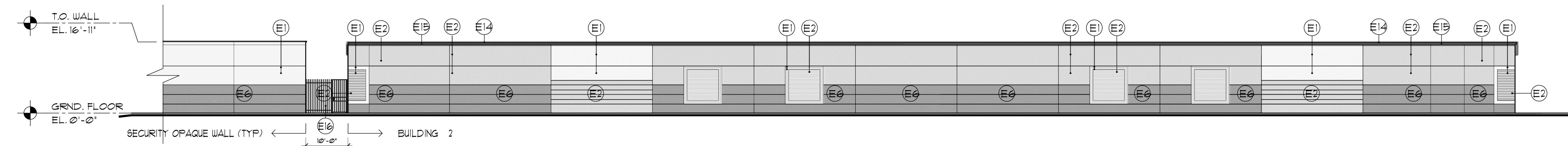
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11 BUILDING 7 - NORTH ELEVATION
 A5.5 1/16"=1'-0"



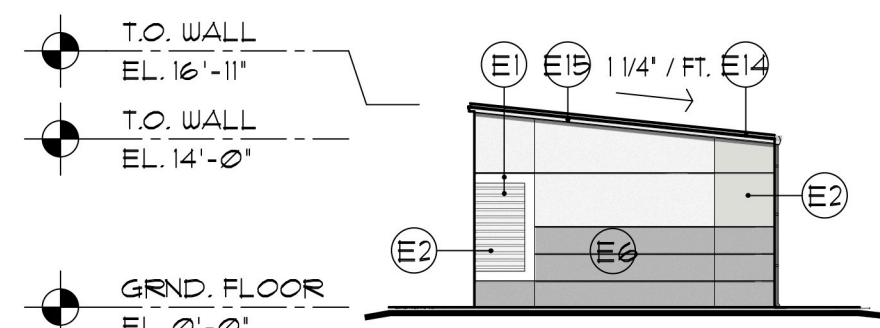
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 A5.5 1/16"=1'-0"



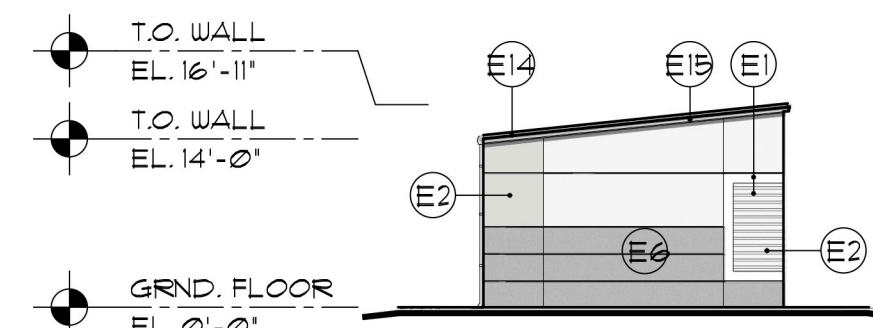
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 A5.5 1/16"=1'-0"



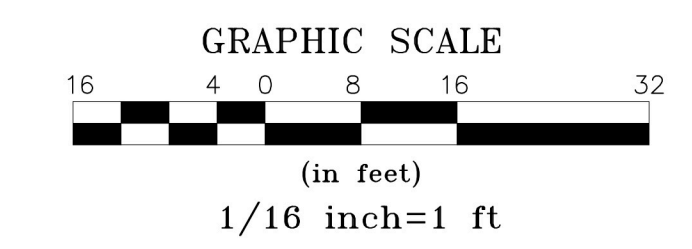
6 BUILDING 2 - NORTH ELEVATION
 A5.5 1/16"=1'-0"



7 BUILDING 2 - EAST ELEVATION
 A5.5 1/16"=1'-0"



8 BUILDING 2 - WEST ELEVATION
 A5.5 1/16"=1'-0"



WESTLAKE SELF STORAGE
 4003 Semicole Pratt Whitney Rd
 Loxahatchee, FL 33470

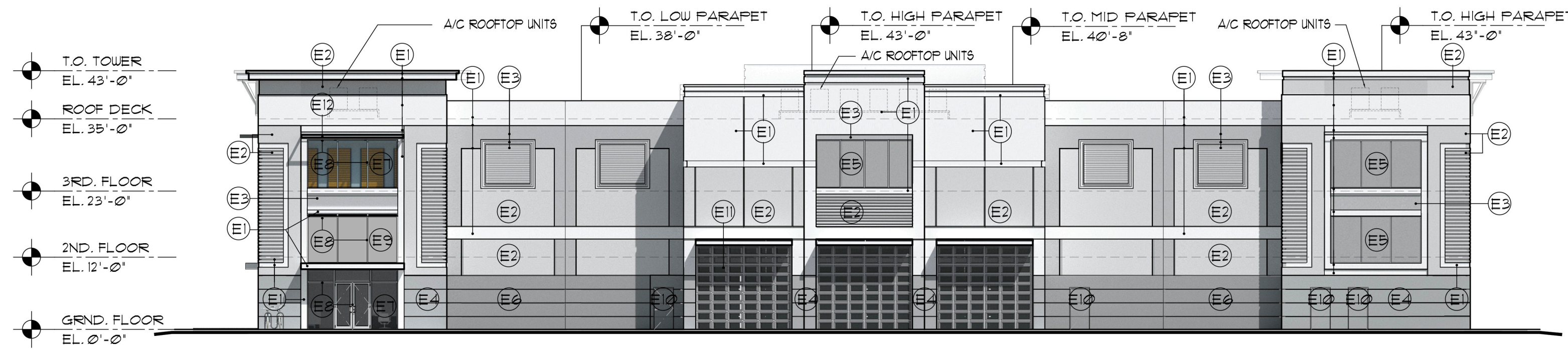
KENNETH R. CARLSON - ARCHITECT, P.A.
 1166 W. NEWPORT CENTER DR., SUITE #311
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 AA C02018
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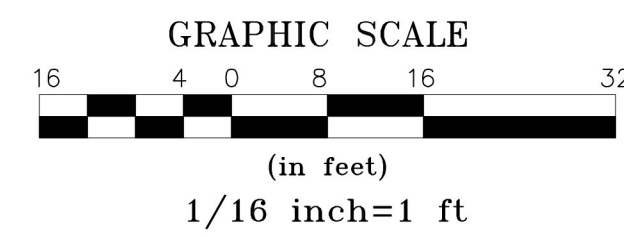
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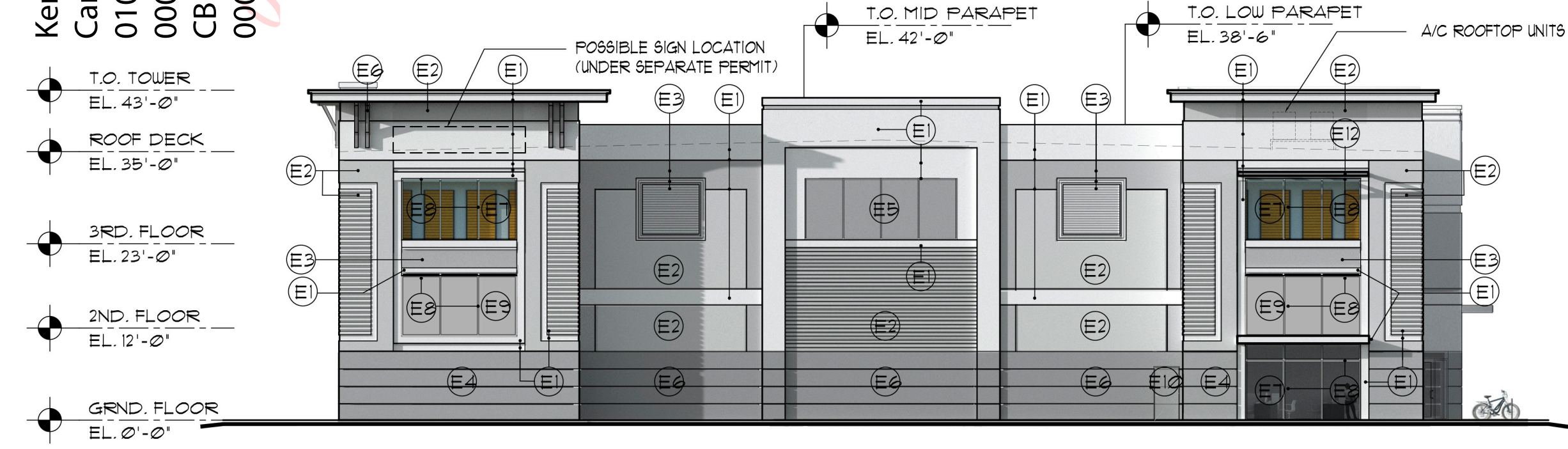
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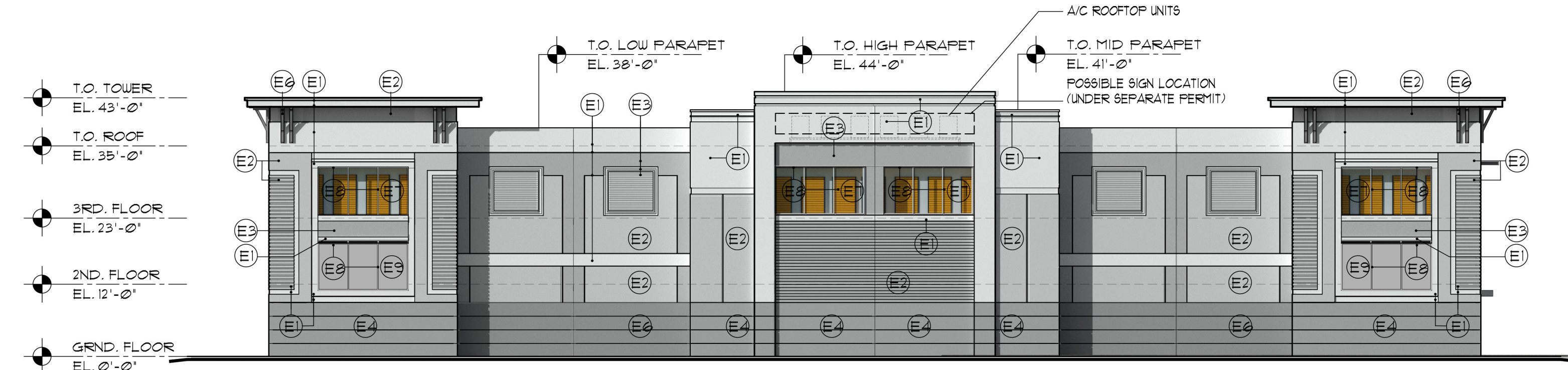
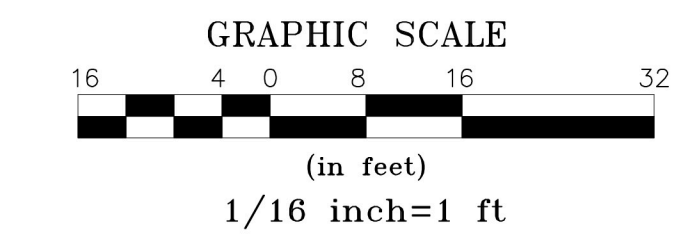
1 BUILDING 1 - WEST ELEVATION
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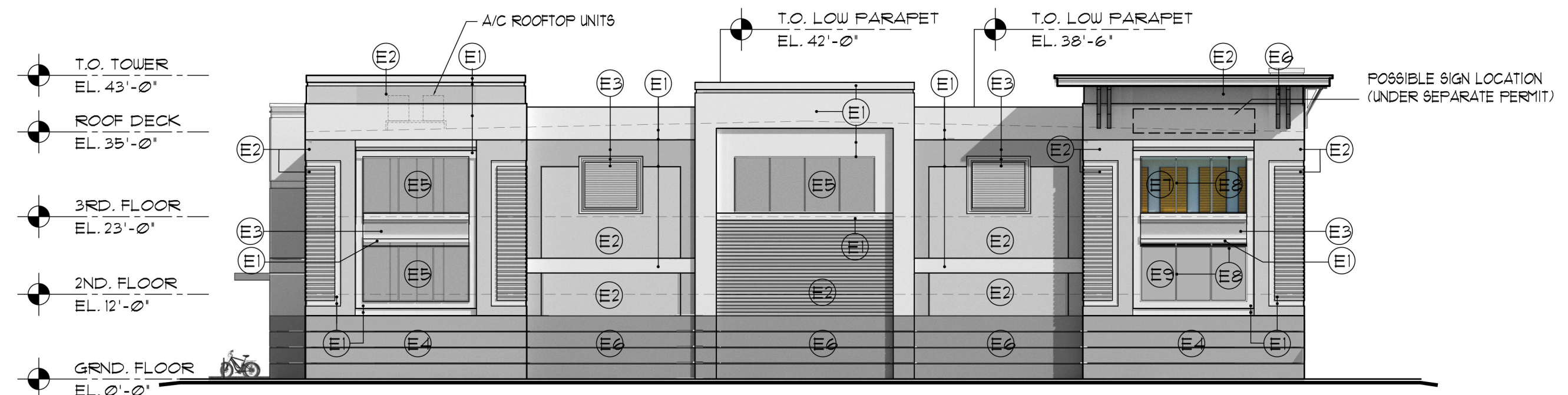
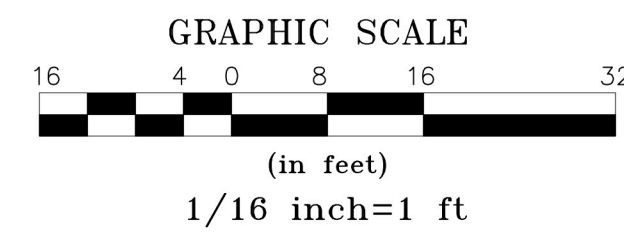
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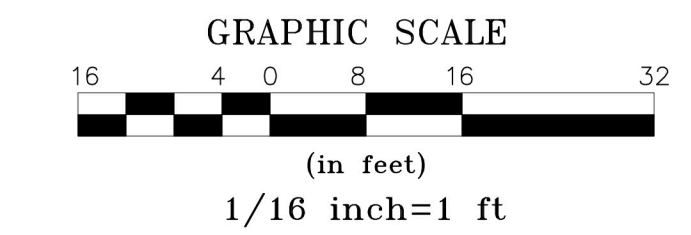
3 BUILDING 1 - NORTH ELEVATION
A5.3 1/16"=1'-0"



3 BUILDING 1 - EAST ELEVATION
A5.3 1/16"=1'-0"



4 BUILDING 1 - SOUTH ELEVATION
A5.3 1/16"=1'-0"



MARK	DESCRIPTION	MATCH MANUF.	CATALOG NO.	FINISH SCHEDULE COLOR	TYPE	FINISH	COATS	NOTE:	COMMON NAMES
E1	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 7006	EXTRA WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	WHITE
E2	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 6259	SPATIAL WHITE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	LIGHT GRAY
E3	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 6254	LAZY GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	MEDIUM GRAY
E4	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 2832	COLONIAL REVIVAL	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	GRAY
E5	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 1072	ONLINE	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	GRAY
E6	PAINTED MEDIUM TEXTURE	SHERWIN WILLIAMS	SW 1073	NETWORK GRAY	EXTERIOR ACRYLIC	FLAT	2 OVER 1 PRIMER	TEX-COTE XL10 ON TEX-COTE PRIMER - SOLVENT BASED	MEDIUM GRAY
E7	STOREFRONT GLAZING	YKK	-	LIGHT GRAY	IMPACT	-	-	IMPACT RATED	LIGHT GRAY
E8	STOREFRONT FRAME	YKK	-	MILL	ANODIZED	-	BY MANUF.	BY MANUF.	MILL
E9	SPANDREL	YKK	-	BLACK	TEMP	FLOAT	-	-	BLACK
E10	PAINTED DOORS AND FRAMES	SHERWIN WILLIAMS	TO MATCH SW 1073/2832	NETWORK GRAY COLONIAL REVIVAL	EXTERIOR ENAMEL	GLOSS	2 OVER 1 PRIMER	2 COATS SHER-CRYL HIGH PERFORMANCE ON 1 COAT KEM BOND HS PRIMER COLOR TO MATCH FINISH COAT	GRAY
E11	PRE-FINISHED METAL SECTIONAL DOOR WITH VISION PANELS	T.B.D.	-	MILL	BY MANUF.	-	BY MANUF.	BY MANUF.	MILL
E12	PREFAB. METAL CANOPY	YKK	-	MILL	ANODIZED	-	BY MANUF.	PREFINISHED	MILL
E13	PRE-FINISHED OVERHEAD ROLL-UP DOOR AND FRAME	SHERWIN WILLIAMS	TO MATCH SW 6232	MISTY	PRE FINISHED	SEMI-GLOSS	BY MANUF.	BY MANUF.	LIGHT GRAY
E14	PRE-FINISHED STANDING BEAM ROOF	FIRESTONE OR EQUAL	TO MATCH SW 6234	LAZY GRAY	PRE FINISHED	SEMI-GLOSS	BY MANUF.	BY MANUF.	LIGHT GRAY
E15	PAINTED METAL-FASICA/GUTTER & DOWNSPOUTS	SHERWIN WILLIAMS	TO MATCH SW 1072	ONLINE	EXTERIOR ACRYLIC LATEX	SATIN	2 OVER 1 PRIMER	2 COATS A100 EXTERIOR LATEX SATIN OVER 1 COAT PRO INDUSTRIAL PRO-CRYL UNIVERSAL ACRYLIC PRIMER	GRAY
E16	ALUMINUM PICKET FENCE & GATE	-	-	BLACK	ANODIZED	BY MANUF.	BY MANUF.	PREFINISHED	BLACK

5 FINISH SCHEDULE
A5.3

WESTLAKE SELF STORAGE
40023 Semicole Pratt Whitney Rd
Loxahatchee, FL 33470

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FAX (954) 421 - 9929
e-mail: krc@krcarlson.com

Revisions:
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DRAWN BY: FS
CHECKED BY: KSC
DATE: 03/09/2021
SCALE: AS NOTED
PROJECT #: 21021
CAD FILE: A5.3

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KENNETH R. CARLSON

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PAGE OF

File Attachments for Item:

C. A Resolution for the Winn-Dixie Site Plan Modification

Submitted By: Planning & Zoning

RESOLUTION 2021-16

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR AN APPROXIMATELY 49,610 SQUARE FOOT WINN-DIXIE GROCERY STORE AND AN APPROXIMATELY 2,535 SQUARE FOOT LIQUOR STORE LOCATED IN THE GROVE MARKET SHOPPING CENTER AT 5042 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		6/14/21	Submitted By: Gina Lawrence		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Winn-Dixie Site Plan Modification			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Resolution 2021-16, the final Site Plan Modification for Winn-Dixie			
SUMMARY and/or JUSTIFICATION:		<p>The applicant is requesting approval to allow site plan modifications to 49,610 square foot Winn Dixie grocery store, and 2,536 square foot liquor store (total 52,145 sq. ft.) at the Grove Market Shopping Center. The improvements include increasing 1,238 sq. ft. to grocery store floor plan, upgrading the façade and interior modifications to the current vacant grocery store space. The subject application includes modifications as follows:</p> <ul style="list-style-type: none"> Upgraded aesthetic architectural façade; Realignment of the front façade to match a prototypical store front; Interior cart corral and storage; Updated vestibule and entry storefront; New materials and paint color scheme; New floating canopy to cover walkway with lighter and open feel; New liquor store with separate entrance 			
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>		Resolution 2021-16 Winn-Dixie Final Staff Report Site Plan Justification Statement Winn-Dixie Application Renderings			
SELECT, if applicable		RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>		A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR AN APPROXIMATELY 49,610 SQUARE FOOT WINN-DIXIE GROCERY STORE AND AN APPROXIMATELY 2,535 SQUARE FOOT LIQUOR STORE LOCATED IN THE GROVE MARKET SHOPPING CENTER AT 5042 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):				\$	357

RESOLUTION 2021- 16

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR AN APPROXIMATELY 49,610 SQUARE FOOT WINN-DIXIE GROCERY STORE AND AN APPROXIMATELY 2,535 SQUARE FOOT LIQUOR STORE LOCATED IN THE GROVE MARKET SHOPPING CENTER AT 5042 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the developer 5060 Loxahatchee Retail LLC, submitted an application for a Site Plan Modification review and approval for the Winn-Dixie at Grove Market Shopping Center, located at 5042 Seminole Pratt Whitney Road , Westlake,Florida, 33470, legally described in the attached Exhibit "A", and

WHEREAS, the City staff have reviewed the proposed Site Plan Modification, SPM 2021-01, which consists of one (1) story approximately 49,610 square foot grocery store, and approximately 2,536 square foot liquor store as detailed in the attached Exhibit "B", (Site Plan); and

WHEREAS, the applicant will apply for a separate Master Sign Plan for the Winn-Dixie grocery store, therefore, this Site Plan Modification does not include approvals for any signage, however, the City staff have reviewed aesthetic modifications and other site related improvements for the Winn-Dixie grocery store and finds the application consistent with the City's Interim Land Development Regulations and the City's Codes;

WHEREAS, the Site Plan Modification is consistent with all of the requirements of the City of Westlake's Interim Land Development Regulations and the City's Codes, the city staff recommends approval of the Site Plan Modification;

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

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

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

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

Section 2: Approval of Site Plan Modification: The City Council for the City of Westlake hereby approves the Site Plan Modification SPM 2021-01, for Winn-Dixie, located at 5042 Seminole Pratt Whitney Road, Westlake, Florida, 33470, as described in the Site Plan Modification located in the City of Westlake, and in Palm Beach County, Florida.

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

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

PASSED AND APPROVED by City Council for the City of Westlake, on this 14th day of June, 2021.

PUBLISHED on this 4th day of June, 2021 in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burges, City Clerk

Approved as to Form and Sufficiency
Donald Doody, Interim City Attorney

EXHIBIT A

LEGAL DESCRIPTION

TRACT A, OF GROVE MARKET PLAT, A M.U.P.D. AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT (MOBIL)

A PARCEL OF LAND IN "TRACT A" OF GROVE MARKET PLAT AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID "TRACT A";

THENCE S 01°42'54" W FOR A DISTANCE OF 32.64 FEET TO THE POINT OF BEGINNING;

THENCE RUN S 87°47'40" E FOR A DISTANCE OF 139.77 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THRU A CENTRAL ANGLE OF 20°00'00", FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE RUN S 02°12'20" W FOR A DISTANCE OF 46.16 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.32 FEET, THRU A CENTRAL ANGLE OF 19°58'29" FOR AN ARC DISTANCE OF 6.73 FEET TO A POINT OF TANGENCY;

THENCE RUN S 22°10'54" WEST FOR A DISTANCE OF 11.61 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4.33 FEET, THRU A CENTRAL ANGLE OF 64°56'08", FOR AN ARC DISTANCE OF 4.91 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 01°42'54" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST;

THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 64.69 FEET; THRU A CENTRAL ANGLE OF 23°17'02", FOR AN ARC DISTANCE OF 25.29 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 88°17'44" E FOR A DISTANCE OF 5.17 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 66°29'52" E FROM SAID POINT;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.98 FEET, THRU A CENTRAL ANGLE OF 04°50'01", FOR AN ARC DISTANCE OF 5.06 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 01°42'54" W FOR A DISTANCE OF 8.56 FEET TO A POINT;

THENCE RUN N 87°47'40" W FOR A DISTANCE OF 123.01 FEET TO A POINT;

THENCE RUN N 01°42'54" E FOR A DISTANCE OF 199.00 FEET TO THE POINT OF BEGINNING. (CONTAINING 30,742 SQUARE FEET)

LESS AND EXCEPT (OUTPARCEL)

A PARCEL OF LAND IN "TRACT A" OF GROVE MARKET PLAT AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID "TRACT A";

THENCE N 43°17'20" W ALONG THE SOUTHWESTERLY LINE OF SAID "TRACT A" A DISTANCE OF 113.13 FEET TO THE WEST LINE OF SAID "TRACT A".

THENCE N 01°42'54" E ALONG SAID WEST LINE A DISTANCE OF 116.75 FEET;

THENCE S 88°17'06" E A DISTANCE OF 27.05 FEET;

THENCE S 43°17'20" E A DISTANCE OF 184.95 FEET;

THENCE N 46°42'40" E A DISTANCE OF 18.48 FEET;

THENCE S 43°17'20" E A DISTANCE OF 50.30 FEET;

THENCE S 01°42'54" W A DISTANCE OF 43.47 FEET TO THE SOUTH LINE OF SAID "TRACT A";

THENCE N 88°17'06" W ALONG SAID SOUTH LINE A DISTANCE OF 126.47 FEET TO THE POINT OF BEGINNING.



City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting – 6/14/2021

PETITION DESCRIPTION

PETITION NUMBER: SPM-2021-01 Winn-Dixie Site Plan Modification
APPLICANT: Rebecca K. Wright, Southeastern Grocers LLC
OWNER: 5060 Loxahatchee Retail LLC
LOCATION: 5042 Seminole Pratt Whitney Road
PCN: 77-40-43-01-01-001-0010
REQUEST: Application for Site Plan Modification for 49,610 square foot Winn Dixie grocery store, and 2,536 square foot liquor store at the Grove Market Shopping Center.

* The applicant will apply for a separate Master Sign Plan at a later time, this Site Plan Modification does Not include approvals for any signage.

SUMMARY

The applicant is requesting approval to allow site plan modifications to 49,610 square foot Winn Dixie grocery store, and 2,536 square foot liquor store (total 52,145 sq. ft.) at the Grove Market Shopping Center. The improvements include increasing 1,238 sq. ft. to grocery store floor plan, upgrading the façade and interior modifications to the current vacant grocery store space.

The subject application includes modifications as follows:

- Upgraded aesthetic architectural façade;
- Realignment of the front façade to match a prototypical store front;
- Interior cart corral and storage;
- Updated vestibule and entry storefront;
- New materials and paint color scheme;
- New floating canopy to cover walkway with lighter and open feel;
- New liquor store with separate entrance

Design and aesthetics are paramount to the vision and goals of the City of Westlake. The proposed improvements to this existing grocery store and commercial plaza will enhance the City's vibrant Seminole Pratt Whitney corridor. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that this plaza and grocery store (built in 1999) be consistent with the City's vision and guiding principles.

STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the Planning and Zoning and Engineering Departments recommend approval of the subject application.

1. PETITION FACTS

- a. **Total Site Acres:** 8.7573 acres
- b. **Subject Application:** 49,610 square foot Winn Dixie grocery store, and 2,536 square foot liquor store (total 52,145 sq. ft.)
- c. **Future Land Use:** Downtown Mixed Use
- d. **Zoning District:** Mixed Use

Winn-Dixie at Grove Market Plaza



2. BACKGROUND

Grove Market Shopping Center was constructed by Stiles Corp in 1999 with the anchor space being built to suit for Winn-Dixie. The grocery store operated at the Shopping Center until the summer of 2010, closing after sales declined with the opening of the Publix ~2.5 miles to the North. 5060 Loxahatchee Retail, LLC acquired the Shopping Center in September of 2016 and has owned the property since.

Although vacant, Winn-Dixie remained a tenant of the Shopping Center until February 2018 when the lease was terminated in association with the company's bankruptcy filing. Winn-Dixie emerged from bankruptcy with a clean balance sheet and strong growth plan with new upgraded stores. Winn-Dixie signed a new lease to return to the shopping center in December of 2020.

3. SITE PLAN REVIEW

The applicant is requesting approval to allow site plan modifications to 49,610 square foot Winn Dixie grocery store, and 2,536 square foot liquor store (total 52,145 sq. ft.) at the Grove Market Plaza. The improvements include increasing 1,238 sq. ft. to grocery store floor plan, upgrading the façade and interior modifications to the current vacant grocery store space. The added square footage is Not increasing impervious since it is already part of a covered walk area that now will be enclosed as part of the grocery store floor area. The applicant is proposing to update its interior layout but and including the following modifications:

- Upgraded aesthetic architectural façade;
- Realignment of the front façade to match a prototypical store front;
- Interior cart corral and storage;
- Updated vestibule and entry storefront;
- New materials and paint color scheme;
- New floating canopy to cover walkway with lighter and open feel;
- New liquor store with separate entrance

Architecture

Design and aesthetics are paramount to the vision and goals of the City of Westlake. The proposed improvements to this existing grocery store and commercial plaza will enhance the City’s vibrant Seminole Pratt Whitney corridor. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that this plaza and grocery store (built in 1999) be consistent with the City’s vision and guiding principles.

The proposed architectural color and material scheme will apply to the entire Grove Market Shopping Center. Please note that the below architectural elevations are not including signage since the applicant will request at a later time. Winn-Dixie is proposing the following aesthetics for its store front:



City's Comprehensive Plan and Vision

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

Vision for the City

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

The City's Guiding Principles

Build City Character and Identity

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

Balance the Central Communities in Palm Beach County

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

Promote Mixed-Use Corridor

The Downtown Mixed-Use Category is important to the development of the City as a center of commerce, employment, and services. Neighborhood centers, which will vary in scale, use, and intensity, will be developed within walking distance of residential neighborhoods to provide accessible and convenient opportunities to work, shop, and participate in civic life.

Emphasize Housing Diversity and Livable Neighborhoods

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

Grow A Vibrant Economy

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

Promote Complete Streets, Transportation Choice and Mobility

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

Landscape & Drainage Standards

The Engineering Department has no comments on the site plan package and will review the applicable components during the land development permit process.

Fire Safety

The site plan application was reviewed by Mr. Wesley Jolin, IAAI-CFI, Fire Safety Specialist from Palm Beach County Fire Rescue. The current site plan amendment is not proposing modifications that will affect the site plan in terms of Fire Safety.

4. FINAL REMARKS

Application SPM-2021-01 will be heard by the City Council on June 14, 2021. The subject application was advertised on the Palm Beach Post. As stated previously, the subject application was reviewed by the City of Westlake staff (Planning and Zoning, Landscaping and Engineering) and the Seminole Improvement District (SID).

Based upon the facts and findings contained herein, the Planning and Zoning and Engineering Departments recommend approval of the subject application.

5. EXISTING CONDITIONS

Please see below photos of current conditions at the Winn-Dixie and Grove Market Shopping Center:







CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

DATE: 5/18/2021
APPLICATION NUMBER: SPM-2021-01
DESCRIPTION: Winn Dixie 0213 – Site Plan Amendment
APPLICANT: Southeastern Grocers LLC
OWNER: 5060 Loxahatchee Retail, LLC
REQUEST: Site Plan Modification Review
LOCATION: 5042 Seminole Pratt Whitney Road, Westlake, FL 33470
STAFF REVIEW: **Recommended Approval**

The Engineering Department takes no exception to the application referenced above. All previous comments will be addressed with the review of the land development permit.

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

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

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

Grove Market Façade Upgrade Project Narrative Petition No. SPM-2021-01

Project History:

Grove Market Shopping Center was constructed by Stiles Corp in 1999 with the anchor space being built to suit for Winn-Dixie. Winn-Dixie operated at the center until the summer of 2010, closing after sales declined with the opening of the Publix ~2.5 miles to the North. 5060 Loxahatchee Retail, LLC acquired the center in September of 2016 and has owned the property since.

Although dark, Winn-Dixie remained a tenant of the center until February 2018 when the lease was terminated in association with the company's bankruptcy filing. Winn-Dixie emerged from bankruptcy with a clean balance sheet and strong growth plan with new, modern, clean stores. Winn-Dixie signed a new lease to return to the shopping center in December of 2020.

Instead of simply repainting and keeping the dated façade, Winn-Dixie plans to reopen this store with not only an updated interior layout and décor package but also to include a fresh, new exterior renovation to include:

- Realignment of the front façade to match a prototypical store front and liquor store entry way towers;
- Updated materials to reflect a light, modern and natural material and color palette;
- Interior cart corral and storage;
- Updated vestibule and entry storefront;
- New paint featuring modern prototypical color scheme;
- Bright, clean main tower entry features to allow for maximum visibility and welcome our customers;
- New floating canopy to cover walkway with lighter and open feel;
- Updated building base to protect the building from shopping carts;
- New liquor store with separate entrance, storefront and entry tower.

Additional detail is provided on the enclosed rendering/color board.















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: WINN DIXIE 0213

PROJECT ADDRESS: 5042 SEMINOLE PRATT WHITNEY ROAD WESTLAKE, FL 33470-6301

DESCRIPTION OF PROJECT: EXISTING VACANT GROCERY SPACE - PROVIDE TENANT PROTYPE THAT INCLUDES MODIFICATIONS TO FRONT WALL AND INTERIOR REMODEL PROPOSED 52,145 SF GROCERY STORE .

Property Control Number (PCN), list additional on a separate sheet: 77-40-43-01-01-001-0010

Estimated project cost: \$5,214,500.00 (overall estimated cost of full store renovation)

Property Owner(s) of Record (Developer) 5060 LOXAHATCHEE RETAIL LLC

Address: 1601 Washington Ave, Miami Beach, FL 33139

Phone No.: 305-695-5523 Fax No.: _____ E-mail Address: mnarula@starwood.com

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

Name: REBECCA K. WRIGHT, SOUTHEASTERN GROCERS LLC

Address: 8928 PROMINENCE PARKWAY, BUILDING 200

Phone No.: (828) 231-8506 Fax No.: _____ E-mail Address: BECKYWRIGHT@SEGROCERS.COM

II. LAND USE & ZONING

- A) ZONING MAP DESIGNATION MUPD B) FUTURE LAND USE MAP DESIGNATION CL/RR10
 C) Existing Use(s) RETAIL/GROCERY/CONVENIENCE STORE WITH GAS
 D) Proposed Use(s), as applicable GROCERY (FOR BUILDING UNDER REVIEW)

III. ADJACENT PROPERTIES REFERENCE ATTACHED ALTA/LAND USE SURVEY PLAN

	Name of Business/ Subdivision	Land Use Designation	Zoning Designation	Existing Use(s)	Approved Use(s)
NORTH					
SOUTH					
EAST					
WEST					

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 SOUTHEASTERN GROCERS LLC 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.

5060 LOXAHATCHEE RETAIL, LLC
a Delaware limited liability company

Owner's Name (please print)

Adam Behlman

By
 Name: Adam Behlman
 Title: Vice President

4/22/21
 Date

Applicant/Agent's Name (please print)

Ben [Signature]

Applicant/Agent's Signature

4/27/21
 Date

VI. APPLICATION FEES

Application fees are based on the City of Westlake's Interim Land Development Regulations "Palm Beach County ULDC"

Fee Code	Fee Description	Base Amount	Qty	Unit Type	Amount/Unit	Adj Amt	Amount
(1) 03751	PAC All Agencies	848.00			0.000.00		848.00
Estimate of Fee To Be Paid:							\$848.00

(2) *Review by the Development Review Committee (DRC) or Development Review Officer (DRO)*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=ezipfo&FROM=EZ&TargetMenuItem=Zoning+Fee+Estimator

(3) *Review by the Planning and Zoning Board.*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=ezipfo&FROM=EZ&TargetMenuItem=Zoning+Fee+Estimator

(4) *Review by City Council*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=ezipfo&FROM=EZ&TargetMenuItem=Zoning+Fee+Estimator

(5) *Resubmittals:*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=ezipfo&FROM=EZ&TargetMenuItem=Zoning+Fee+Estimator

To cover all additional administrative costs, actual or anticipated, including, but not limited to, engineering fees, consultant fees and special studies, the applicant shall compensate the City for all such costs prior to the processing of the application or not later than 30 days after final application approval whichever is determined as appropriate by the City. **Failure to make such payment shall be grounds for not issuing a building or zoning permit, certificate of occupancy or completion.** Costs associated with advertising for public hearings and other public notice requirements are the responsibility of the applicant. The fee shall be paid prior to such application being scheduled for a public hearing requiring notice.

Owner's Signature to Acknowledge

Date

VII. APPLICATION SUBMITTAL REQUIREMENTS AND REVIEW PROCESS

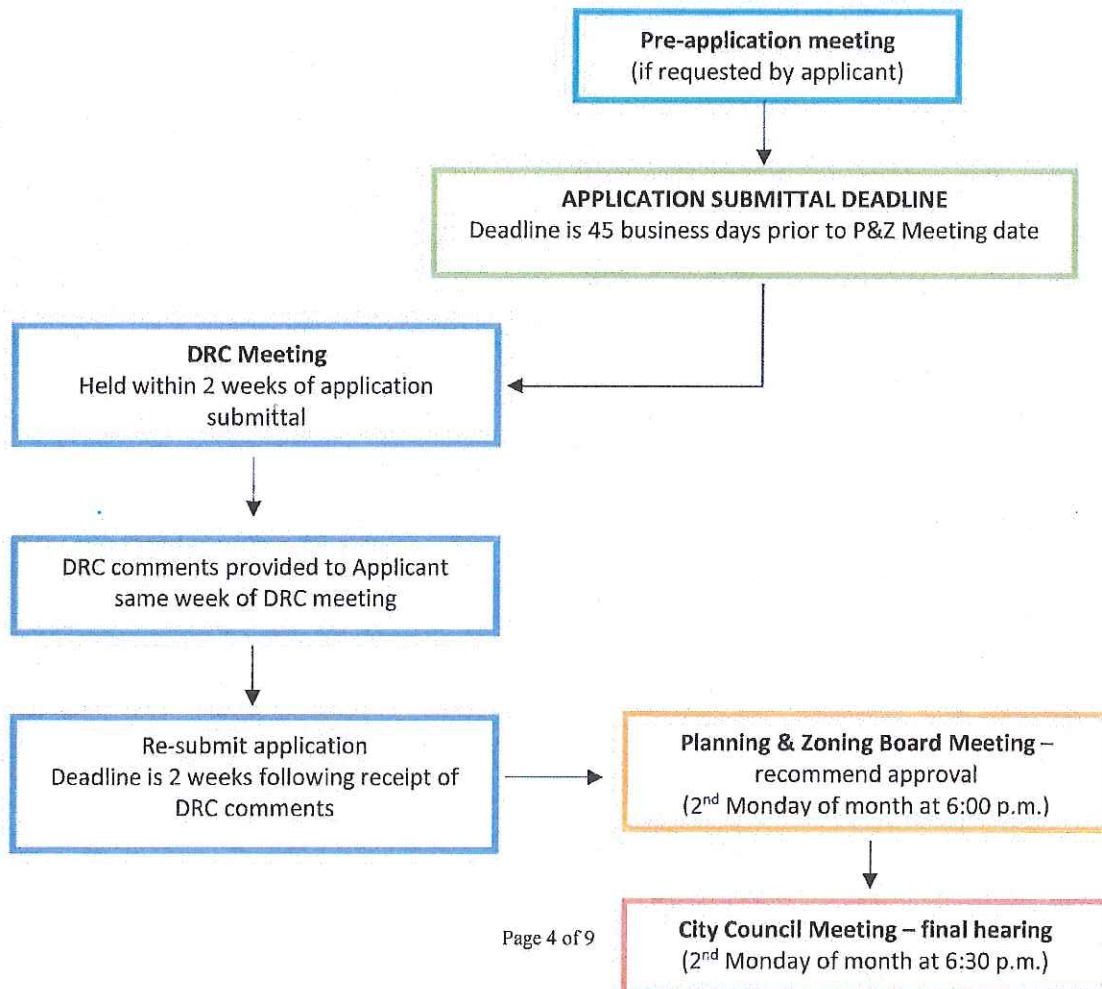
The applicant shall submit the following documents to the City of Westlake **forty-five (45) business days** prior to the desired Planning and Zoning Board meeting date:

- 1) **For Review: Digital and Three (3) full-size sets of professionally prepared site plans, landscaping and preliminary engineering showing all existing and proposed structures, setbacks, parking and loading layout, ingress and egress, sidewalks and walkways, exterior lighting layout, dimensions of street frontages, property lines and all signage.**

- 2) **For Final Submittal: Digital and Three (3) 11x17 sets of site plans, landscaping, preliminary engineering and color renderings and/or photographs are to be provided. The Planning & Zoning Board requires an exact rendering of the proposed modification, construction or addition. Color photographs or prints as close to the actual colors to be used must be supplied. Since color printers often do not display the correct color, it is recommended that samples of the paint chips, as well as a sample of the support materials (i.e., canvas, wood, metal, etc.) be provided.**

- 3) **Any other documents, maps, photographs, or drawings that may help clarify the position of the applicant.**

NOTE: All renderings, models, drawings, photos, etc., will become the property of the City of Westlake.



VIII. SITE PLAN REVIEW APPLICATION SUBMITTAL CHECKLIST

NOTE – APPLICATION IS FOR A MINOR SITE PLAN ADJUSTMENT. N/A* INDICATES OVERALL PROJECT DATA, ENGINEERING, LANDSCAPING, ET AL CONSISTENT WITH APPROVED GROVE MARKET FINAL SITE PLAN ATTACHED. SITE MODIFICATION ONLY APPLICABLE TO GROCERY BOX TO ALIGN WITH TENANT PROTOTYPICAL STOREFRONT AS SHOWN IN THE ATTACHED BUILDING FOOTPRINT, ARCHITECTURAL RENDERINGS AND AS SUBMITTED IN BUILDING PERMIT SET FOR REVIEW.

GENERAL

- (1) A completed application signed by owner, agent/applicant. Authorization must be attached if applicant is other than owner. **INCLUDED**
- (2) Required application fees. Applications will NOT BE ACCEPTED without application fees. **INCLUDED**
- (3) Statements of unity of title, warranty deed, or purchase contract of the subject property. **N/A***
- (4) Letter of Consent from Land Owner. **N/A (OWNER SIGNATURE PROVIDED)**
- (5) General location map, showing relation of the site for which site plan approval is sought to major streets, schools, existing utilities, shopping areas, important physical features in and adjoining the project, and the like. **INCLUDED – SEE ATTACHED ALTA/LAND TITLE SURVEY**
- (6) Applicant's Justification Statement demonstrating the submitted site plan is consistent with the goals, objectives, and all other provisions of the City's comprehensive development plan. The statement shall include, but not be limited to, specific references to those sections of the comprehensive plan relating to the proposed development. **N/A* – MINOR SITE PLAN ADJUSTMENT CONSISTENT WITH EXISTING USE**

SURVEY

- (1) A signed and sealed boundary survey (not more than one year old) and legal description of the property, including any and all easements of record as well as existing topographical conditions of the site. **INCLUDED – SEE ATTACHED ALTA/LAND TITLE SURVEY DATED 1/19/2021**
- (2) Existing streets and roadway improvements (medians, driveways, signage, etc.) and existing structures within 100' of the project boundary. **N/A* – SITE PLAN ADJUSTMENT NOT REQUIRING SUCH IMPROVEMENTS**
- (3) Existing utilities within 100' of the project boundary. **INCLUDED – SEE ATTACHED ALTA/LAND TITLE SURVEY**
- (4) Existing trees identified by caliper and species. **N/A***

SITE PLAN

- (1) A site plan containing the title of the project and names of the architect, engineer, project planner and/or developer, date, and north arrow, and based on an exact survey of the property drawn to a scale of sufficient size to show: **INCLUDED – SECTION OF BUILDING EFFECTED HIGHLIGHTED ON PLAN**

File Attachments for Item:

D. A Resolution for the Grove Market Site Plan

Submitted By: Planning & Zoning

RESOLUTION 2021-17

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR EXTERIOR ARCHITECTURAL FAÇADE FOR GROVE MARKET SHOPPING CENTER LOCATED AT 5060 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.



Meeting Agenda Item Coversheet

MEETING DATE:		6/14/21	Submitted By: Gina Lawrence	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		A Resolution for the Grove Market Site Plan		
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Resolution 2021-17, the final Site Plan for Grove Market		
SUMMARY and/or JUSTIFICATION:		<p>The applicant is requesting approval to allow an upgrade to the entire architectural façade of the Grove Market Shopping Center to coincide with the new improvements of the Winn-Dixie grocery store. The subject application consists of enhancements of the commercial plaza architectural façade of approximately 89,133 square feet on a 9.98 acres site. The subject application is proposing the following upgrades to the façade of the shopping center:</p> <ul style="list-style-type: none"> New paint colors for all architectural facades; Patch/repair and paint the upper sign band; Scrape/sand/prime and paint existing metal awnings; Remove existing latticework on awning façade, patch/repair and paint awning façade area and columns; Patch/repair and paint existing storefront wall; Scrape/sand/prime and paint all storefront window and doorframes and mullions. 		
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>	Resolution 2021-17 Grove Market Plaza Final Staff Report Justification Statement and Renderings Grove Market Application			
SELECT, if applicable	RESOLUTION:	X	ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i> <u>Please keep text indented.</u>	A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR EXTERIOR ARCHITECTURAL FAÇADE FOR GROVE MARKET SHOPPING CENTER LOCATED AT 5060 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.			
FISCAL IMPACT (if any):			\$	383

RESOLUTION 2021- 17

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE SITE PLAN MODIFICATION FOR EXTERIOR ARCHITECTURAL FAÇADE FOR GROVE MARKET SHOPPING CENTER LOCATED AT 5060 SEMINOLE PRATT WHITNEY ROAD IN THE CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the developer 5060 Loxahatchee Retail LLC, submitted an application for a Site Plan Modification review and approval for the Grove Market Shopping Center, located at 5060 Seminole Pratt Whitney Road , Westlake, Florida, 33470, containing approximately 9.98 acres, legally described in the attached Exhibit "A", and

WHEREAS, the City staff have reviewed the proposed Site Plan Modification, SPM 2021-02, which consists of enhancements of the entire commercial plaza architectural façade of approximately 89,133 square feet on a 9.98 acres site, and

WHEREAS, the applicant will apply for a separate Master Sign Plan for the Grove Market Shopping Center, therefore, this Site Plan Modification does not include approvals for any signage, however, the City staff have reviewed aesthetic modifications and finds the application consistent with the City's Interim Land Development Regulations and the City's Codes;

WHEREAS, the Site Plan Modification is consistent with all of the requirements of the City of Westlake's Interim Land Development Regulations and the City's Codes, the city staff recommends approval of the Site Plan Modification;

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

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

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

THAT:

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

Section 2: Approval of Site Plan Modification: The City Council for the City of Westlake hereby approves the Site Plan Modification SPM 2021-02, for Grove Market Shopping Center, located at 5060 Seminole Pratt Whitney Road, Westlake, Florida, 33470, as described in the Site Plan Modification, located on approximately 9.98 acres, in the City of Westlake, and in Palm Beach County, Florida.

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

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

PASSED AND APPROVED by City Council for the City of Westlake, on this 14th day of June, 2021.

PUBLISHED on this 4th day of June, 2021 in the Palm Beach Post.

City of Westlake
Roger Manning, Mayor

Zoie Burges, City Clerk

Approved as to Form and Sufficiency
Donald Doody, Interim City Attorney

EXHIBIT A

LEGAL DESCRIPTION

TRACT A, OF GROVE MARKET PLAT, A M.U.P.D. AS RECORD IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT (MOBIL)

A PARCEL OF LAND IN "TRACT A" OF GROVE MARKET PLAT AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID "TRACT A";

THENCE S 01°42'54" W FOR A DISTANCE OF 32.64 FEET TO THE POINT OF BEGINNING;

THENCE RUN S 87°47'40" E FOR A DISTANCE OF 139.77 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THRU A CENTRAL ANGLE OF 20°00'00", FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE RUN S 02°12'20" W FOR A DISTANCE OF 45.16 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.32 FEET, THRU A CENTRAL ANGLE OF 19°58'29" FOR AN ARC DISTANCE OF 6.73 FEET TO A POINT OF TANGENCY;

THENCE RUN S 32°40'00" WEST FOR A DISTANCE OF 13.61 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4.33 FEET, THRU A CENTRAL ANGLE OF 64°56'08", FOR AN ARC DISTANCE OF 4.91 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 01°42'54" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST;

THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 64.59 FEET; THRU A CENTRAL ANGLE OF 23°17'02", FOR AN ARC DISTANCE OF 26.29 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 88°17'44" E FOR A DISTANCE OF 5.17 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 66°29'52" E FROM SAID POINT;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.98 FEET, THRU A CENTRAL ANGLE OF 04°30'01", FOR AN ARC DISTANCE OF 5.06 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 01°42'54" W FOR A DISTANCE OF 3.56 FEET TO A POINT;

THENCE RUN N 87°47'40" W FOR A DISTANCE OF 123.01 FEET TO A POINT;

THENCE RUN N 01°42'54" E FOR A DISTANCE OF 190.80 FEET TO THE POINT OF BEGINNING. (CONTAINING 30,742 SQUARE FEET)

LESS AND EXCEPT (OUTPARCEL)

A PARCEL OF LAND IN "TRACT A" OF GROVE MARKET PLAT AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID "TRACT A";

THENCE N 43°17'20" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT A A DISTANCE OF 113.13 FEET TO THE WEST LINE OF SAID "TRACT A".

THENCE N 01°42'54" E ALONG SAID WEST LINE A DISTANCE OF 116.75 FEET;

THENCE S 88°17'06" E A DISTANCE OF 27.05 FEET;

THENCE S 43°17'20" E A DISTANCE OF 184.95 FEET;

THENCE N 46°42'40" E A DISTANCE OF 18.48 FEET;

THENCE S 43°17'20" E A DISTANCE OF 50.30 FEET;

THENCE S 01°42'54" W A DISTANCE OF 43.47 FEET TO THE SOUTH LINE OF SAID "TRACT A";

THENCE N 88°17'06" W ALONG SAID SOUTH LINE A DISTANCE OF 126.47 FEET TO THE POINT OF BEGINNING.



City of Westlake

Planning and Zoning Department – Staff Report

City Council Meeting – 6/14/2021

PETITION DESCRIPTION

PETITION NUMBER: SPM-2021-02 Grove Market Site Plan Modification Review
APPLICANT: Crossman & Company
OWNER: 5060 Loxahatchee Retail LLC
LOCATION: 5060 Seminole Pratt Whitney Road
PCN: 77-40-43-01-01-001-0010
REQUEST: Application for Site Plan Modification to allow an upgrade to the entire architectural façade of the Grove Market Shopping Center.

** The applicant will apply for a separate Master Sign Plan at a later time, this Site Plan Modification does Not include approvals for any signage.*

SUMMARY

The applicant is requesting approval to allow an upgrade to the entire architectural façade of the Grove Market Shopping Center to coincide with the new improvements of the Winn-Dixie grocery store. The subject application consists of enhancements of the commercial plaza architectural façade of approximately 89,133 square feet on a 9.98 acres site. The subject application is proposing the following upgrades to the façade of the shopping center:

- New paint colors for all architectural facades;
- Patch/repair and paint the upper sign band;
- Scrape/sand/prime and paint existing metal awnings;
- Remove existing latticework on awning façade, patch/repair and paint awning façade area and columns;
- Patch/repair and paint existing storefront wall;
- Scrape/sand/prime and paint all storefront window and doorframes and mullions.

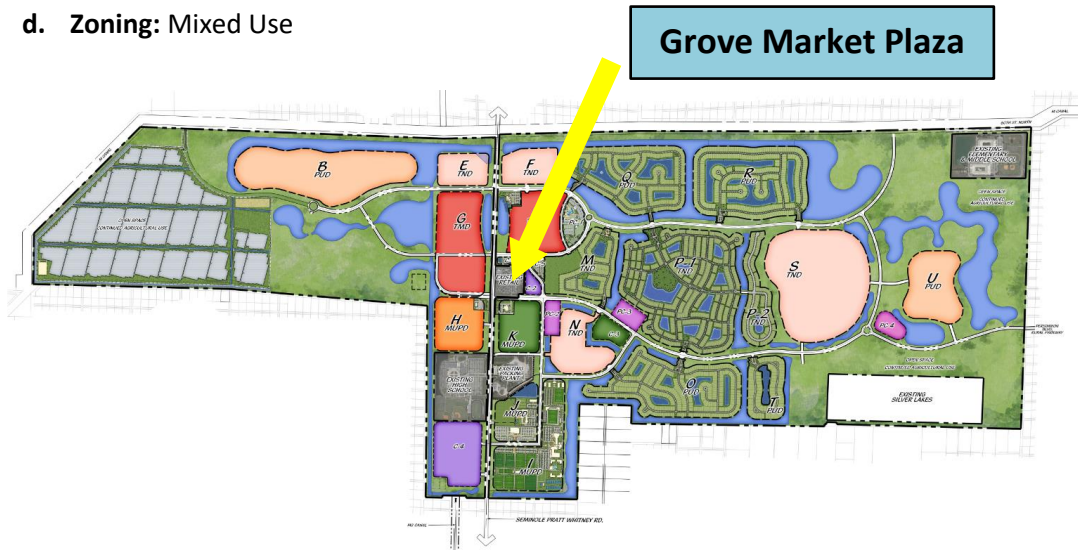
Design and aesthetics are paramount to the vision and goals of the City of Westlake. The proposed improvements to this existing commercial plaza will enhance the City's vibrant Seminole Pratt Whitney corridor. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that this plaza (built in 1999) be consistent with the City's vision and guiding principles.

STAFF RECOMMENDATION

Based upon the facts and findings contained herein, the Planning and Zoning and Engineering Departments recommend approval of the subject application.

1. PETITION FACTS

- a. **Total Site Acres:** 8.7573 acres
- b. **Subject Application:** A Site Plan Modification to upgrade the current architectural façade.
- c. **Future Land Use:** Downtown Mixed Use
- d. **Zoning:** Mixed Use



2. BACKGROUND

Grove Market Shopping Center was constructed by Stiles Corp in 1999 with the anchor space being built to suit for Winn-Dixie. 5060 Loxahatchee Retail, LLC acquired the center in September of 2016 and has owned the property since. With the addition of a new Winn-Dixie, the applicant would like to enhance the architectural façade of the entire commercial plaza to remain consistent with the City's vision.

3. SITE PLAN REVIEW

The applicant is requesting approval to allow an upgrade to the entire architectural façade of the Grove Market Shopping Center to coincide with the new improvements of the Winn-Dixie grocery store. The subject application consists of enhancements of the commercial plaza architectural façade of approximately 89,133 square feet on a 9.98 acres site.

The subject application is proposing the following upgrades to the façade of the shopping center:

- New paint colors for all architectural facades;
- Patch/repair and paint the upper sign band;
- Scrape/sand/prime and paint existing metal awnings;
- Remove existing latticework on awning façade, patch/repair and paint awning façade area and columns;
- Patch/repair and paint existing storefront wall;
- Scrape/sand/prime and paint all storefront window and doorframes and mullions.

Winn-Dixie has applied for a separate request to allow site plan modifications to 49,610 square foot grocery store, and 2,536 square foot liquor store (total 52,145 sq. ft.). The improvements include increasing 1,238 sq. ft. to grocery store floor plan; however, this is not adding to the impervious calculations since it is already a cover walk area.

Architecture

Design and aesthetics are paramount to the vision and goals of the City of Westlake. The proposed improvements to this existing commercial plaza will enhance the City’s vibrant Seminole Pratt Whitney corridor. Since the City of Westlake is positioned to become a dynamic center of the western surrounding communities, it is critical that this plaza (built in 1999) be consistent with the City’s vision and guiding principles. The proposed architectural color and material scheme will apply to the entire Grove Market plaza as follows:



City's Comprehensive Plan and Vision

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

Vision for the City

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

The City's Guiding Principles

Build City Character and Identity

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

Balance the Central Communities in Palm Beach County

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

Promote Mixed-Use Corridor

The Downtown Mixed-Use Category is important to the development of the City as a center of commerce, employment, and services. Neighborhood centers, which will vary in scale, use, and intensity, will be developed within walking distance of residential neighborhoods to provide accessible and convenient opportunities to work, shop, and participate in civic life.

Emphasize Housing Diversity and Livable Neighborhoods

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

Grow A Vibrant Economy

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

Promote Complete Streets, Transportation Choice and Mobility

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

Landscape & Drainage Standards

The Engineering Department has no comments on the site plan package and will review the applicable components during the land development permit process.

Fire Safety

The site plan application was reviewed by Mr. Wesley Jolin, from Palm Beach County. The current site plan amendment is not proposing modifications that will affect the site plan in terms of Fire Safety.

4. FINAL REMARKS

Application SPM-2021-02 will be heard by the City Council on June 14, 2021. The subject application was advertised on the Palm Beach Post. As stated previously, the subject application was reviewed by the City of Westlake staff (Planning and Zoning, Landscaping and Engineering) and the Seminole Improvement District (SID).

Based upon the facts and findings contained herein, the Planning and Zoning and Engineering Departments recommend approval of the subject application.

5. EXISTING CONDITIONS

Please see below photos of current conditions at the Grove Market Shopping Center:









CITY OF WESTLAKE

Engineering Department

4001 Seminole Pratt Whitney Road

Westlake, Florida 33470

Phone: (561) 530-5880

www.westlakegov.com

DATE: 5/6/2021
APPLICATION NUMBER: SPM-2020-02
DESCRIPTION: Grove Market Shopping Center Façade Modification
APPLICANT: Crossman and Company
OWNER: 5060 Loxahatchee Retail, LLC
REQUEST: Site Plan Modification Review
LOCATION: 5060 Seminole Pratt Whitney Road, Westlake, FL 33470
STAFF REVIEW: **APPROVAL**

The Engineering Department has no objection to the approval of the application referenced above.

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

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

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

Grove Market Façade Upgrade Project Narrative Petition No. SPM-2021-02

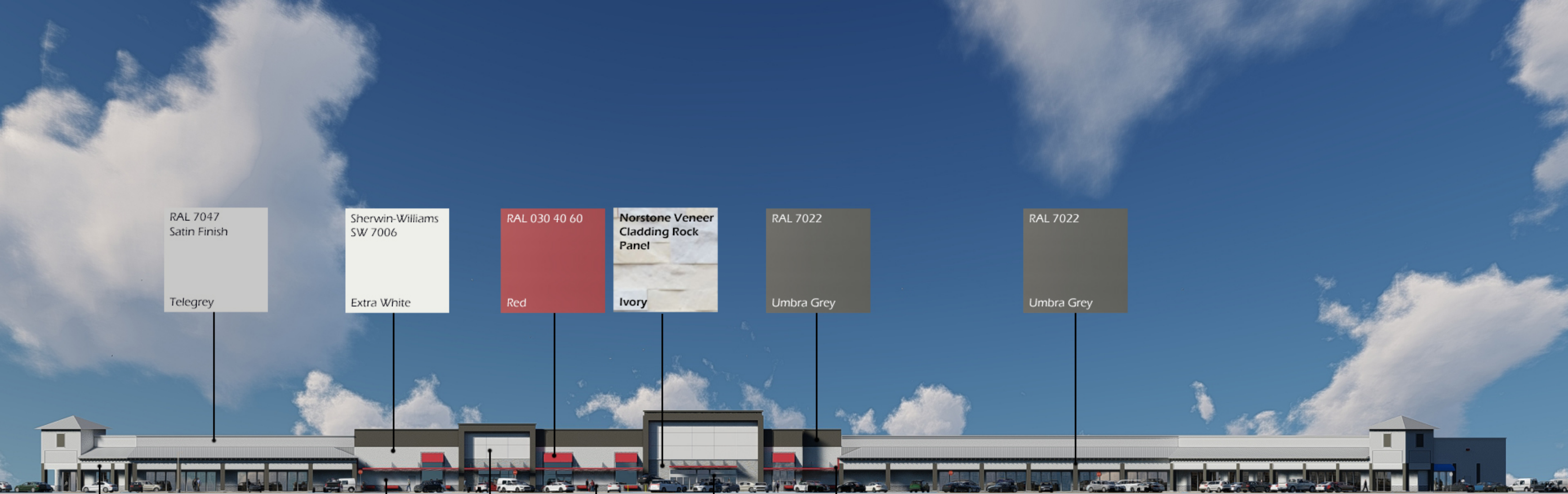
Grove Market Shopping Center was constructed by Stiles Corp in 1999 with the anchor space being built to suit for Winn-Dixie. Winn-Dixie operated at the center until the summer of 2010, closing after sales declined with the opening of the Publix ~2.5 miles to the North. 5060 Loxahatchee Retail, LLC acquired the center in September of 2016 and has owned the property since.

Although dark, Winn-Dixie remained a tenant of the center until February 2018 when the lease was terminated in association with the company's bankruptcy filing. Winn-Dixie emerged from bankruptcy with a clean balance sheet and strong growth plan with new, modern, clean stores. Winn-Dixie signed a new lease to return to the shopping center in December of 2020.

5060 Loxahatchee Retail, LLC is proposing to upgrade the façade of the retail portions of the center to compliment the Winn Dixie improvements that are submitted under a separate application. Specific improvements related to this application include the following:

- Patch/repair and paint the upper sign band.
- Scrape/sand/prime and paint existing metal awnings.
- Remove existing latticework on awning façade, patch/repair and paint awning façade area and columns.
- Patch/repair and paint existing storefront wall.
- Scrape/sand/prime and paint all storefront window and doorframes and mullions.

Additional detail is provided on the enclosed rendering/color board.



RAL 7047
Satin Finish

Telegrey

Sherwin-Williams
SW 7006

Extra White

RAL 030 40 60

Red

Norstone Veneer
Cladding Rock
Panel

Ivory

RAL 7022

Umbra Grey

RAL 7022

Umbra Grey

Sherwin-Williams
SW 7006

Extra White

Sherwin-Williams
SW 7006

Extra White

Kingspan Panel
System
Weather XL

Imperial White

Coronado
Urbana Split

Grey Granite

RAL 7047
Satin Finish

Telegrey

RAL 030 40 60

Red



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: Grove Market Facade Upgrade

PROJECT ADDRESS: 5060 Seminole Pratt Whitney Road, Westlake, FL 33470

DESCRIPTION OF PROJECT: Minor facade updates to match/tie in with the new Winn Dixie facade

Property Control Number (PCN), list additional on a separate sheet: 77-40-43-01-01-001-0010

Estimated project cost: \$50,000

Property Owner(s) of Record (Developer) 5060 Loxahatchee Retail, LLC

Address: 1601 Washington Ave, Miami Beach, FL 33139

Phone No.: 305-695-5523 Fax No.: _____ E-mail Address: mnarula@starwood.com

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

Name: Crossman & Company, Rob Spiak

Address: 3333 S Orange Ave, Orlando, FL 32806

Phone No.: 407-581-6228 Fax No.: _____ E-mail Address: rspiak@crossmanco.com

II. LAND USE & ZONING

- A) ZONING MAP DESIGNATION MUPD B) FUTURE LAND USE MAP DESIGNATION CL/RR10
- C) Existing Use(s) retail/grocery/restuarant
- D) Proposed Use(s), as applicable N/A

III. ADJACENT PROPERTIES

See attached ALTA/Land Use Survey

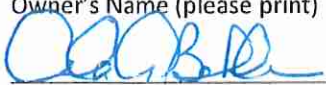
	Name of Business/ Subdivision	Land Use Designation	Zoning Designation	Existing Use(s)	Approved Use(s)
NORTH					
SOUTH					
EAST					
WEST					

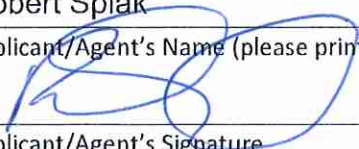
V. OWNER/APPLICANT ACKNOWLEDGEMENT AND CONSENT

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

I/we, the owners, hereby give consent to Robert Spiak, Crossman + Company 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.

Adam Behlman
 Owner's Name (please print)

 Owner's Signature
04/28/2021
 Date

Robert Spiak
 Applicant/Agent's Name (please print)

 Applicant/Agent's Signature
4/29/21
 Date

VI. APPLICATION FEES

Application fees are based on the City of Westlake’s Interim Land Development Regulations “Palm Beach County ULDC”

- (1) *Pre-application Meeting. FEE: \$ \$848.00*

Fee Code	Fee Description	Base Amount	Qty	Unit Type	Amount/Unit	Adj Amt	Amount
03751	PAC All Agencies	848.00				0.000.00	848.00
Estimate of Fee To Be Paid: \$848.00							

- (2) *Review by the Development Review Committee (DRC) or Development Review Officer (DRO)*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=einfo&FROM=EZ&TargetMenuitem=Zoning+Fee+Estimator
- (3) *Review by the Planning and Zoning Board.*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=einfo&FROM=EZ&TargetMenuitem=Zoning+Fee+Estimator
- (4) *Review by City Council*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=einfo&FROM=EZ&TargetMenuitem=Zoning+Fee+Estimator
- (5) *Resubmittals:*
PER THE CITY OF WESTLAKE INTERIM LAND DEVELOPMENT REGULATIONS, PLEASE APPLY PALM BEACH COUNTY APPLICATION FEES. See link below to the County Fee Estimator:
http://www.pbcgov.com/epzbcommon/asp_html/epzbMenu.aspx?ReferrerID=einfo&FROM=EZ&TargetMenuitem=Zoning+Fee+Estimator

To cover all additional administrative costs, actual or anticipated, including, but not limited to, engineering fees, consultant fees and special studies, the applicant shall compensate the City for all such costs prior to the processing of the application or not later than 30 days after final application approval whichever is determined as appropriate by the City. **Failure to make such payment shall be grounds for not issuing a building or zoning permit, certificate of occupancy or completion.** Costs associated with advertising for public hearings and other public notice requirements are the responsibility of the applicant. The fee shall be paid prior to such application being scheduled for a public hearing requiring notice.

Owner’s Signature to Acknowledge **Date**

VII. APPLICATION SUBMITTAL REQUIREMENTS AND REVIEW PROCESS

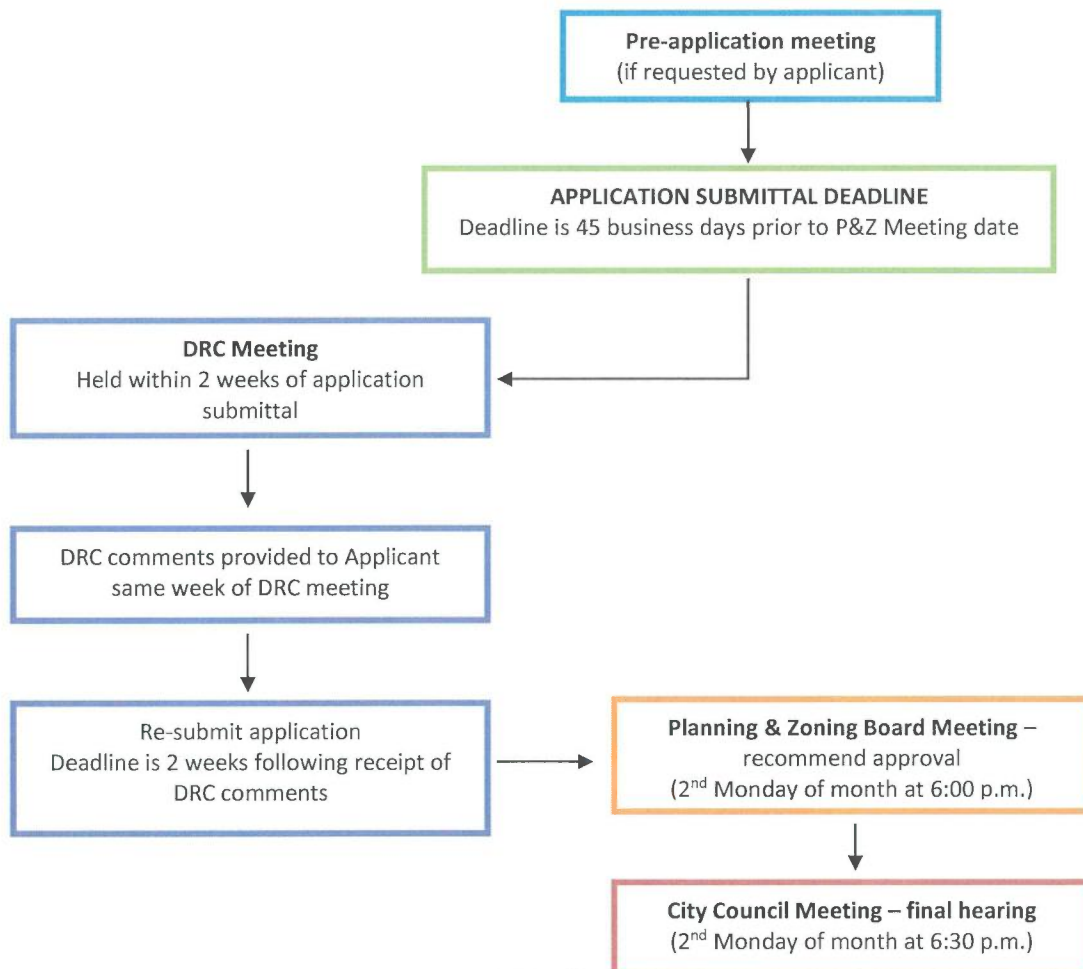
The applicant shall submit the following documents to the City of Westlake **forty-five (45) business days** prior to the desired Planning and Zoning Board meeting date:

- 1) **For Review: Digital and Three (3) full-size sets** of professionally prepared site plans, landscaping and preliminary engineering showing all existing and proposed structures, setbacks, parking and loading layout, ingress and egress, sidewalks and walkways, exterior lighting layout, dimensions of street frontages, property lines and all signage.

- 2) **For Final Submittal: Digital and Three (3) 11x17 sets** of site plans, landscaping, preliminary engineering and color renderings and/or photographs are to be provided. The Planning & Zoning Board requires an exact rendering of the proposed modification, construction or addition. Color photographs or prints as close to the actual colors to be used must be supplied. Since color printers often do not display the correct color, it is recommended that samples of the paint chips, as well as a sample of the support materials (i.e., canvas, wood, metal, etc.) be provided.

- 3) Any other documents, maps, photographs, or drawings that may help clarify the position of the applicant.

NOTE: All renderings, models, drawings, photos, etc., will become the property of the City of Westlake.



VIII. SITE PLAN REVIEW APPLICATION SUBMITTAL CHECKLIST

GENERAL

- (1) A completed application signed by owner, agent/applicant. Authorization must be attached if applicant is other than owner.
- (2) **Required application fees. Applications will NOT BE ACCEPTED without application fees.**
- (3) Statements of unity of title, warranty deed, or purchase contract of the subject property.
- (4) General location map, showing relation of the site for which site plan approval is sought to major streets, schools, existing utilities, shopping areas, important physical features in and adjoining the project, and the like.
- (6) Applicant's Justification Statement demonstrating the submitted site plan is consistent with the goals, objectives, and all other provisions of the City's comprehensive development plan. The statement shall include, but not be limited to, specific references to those sections of the comprehensive plan relating to the proposed development.

SURVEY

- (1) A signed and sealed boundary survey (not more than one year old) and legal description of the property, including any and all easements of record as well as existing topographical conditions of the site.
- (2) Existing streets and roadway improvements (medians, driveways, signage, etc.) and existing structures within 100' of the project boundary.
- (3) Existing utilities within 100' of the project boundary.
- (4) Existing trees identified by caliper and species.

SITE PLAN *N/A - Facade upgrade only.*

- (1) A site plan containing the title of the project and names of the architect, engineer, project planner and/or developer, date, and north arrow, and based on an exact survey of the property drawn to a scale of sufficient size to show:
 - a. Boundaries of the project, any existing streets, buildings, watercourses, easements, section lines, and water, sewer and reuse water facilities, and other existing important physical features on the site and on property adjacent to the site.

b. Tabular project data to include: *N/A - Facade upgrade only.*

Total gross site area in acres & square feet	N/A
Total number of units <input type="checkbox"/> multi-family <input type="checkbox"/> single family	N/A
Total square feet of each primary structure	N/A
Total square feet of accessory structures	N/A
Total footprint of each building in sq ft & %	N/A
Overall mean building height & number of stories	N/A
Finished floor elevation for all structures	N/A
Total project density in units per acres, if applicable	N/A
Total proposed off-street parking spaces	N/A
Height and location of proposed fences and/or walls	N/A
Proposed drive aisle width	N/A
Proposed sidewalk width	N/A

c. Provide site data and setbacks: *N/A - facade upgrade only.*

	Lot coverage	Impervious area	Open space area
TOTAL SQ FT			
PERCENT (%) OF SITE			

	Front	Side	Side	Rear
Primary structure				
Accessory structure				

- d. Plans and location for recreation facilities, if any, including buildings and structures for such use.
- e. All mechanical equipment and dumpster locations, screens and buffers.
- f. Refuse collection and service areas.
- g. Access to utilities and points of utilities hookups and location of all fire hydrants close enough for fire protection.
- h. Proposed Plans for signage including size, location and orientation.
- i. Project information on beds, employees, seating, etc., as necessary depending upon the type of development.
- j. Exterior lighting of all buildings, parking areas and the overall site, addressing glare, traffic safety, economic effect and compatibility and harmony with adjacent properties.

- k. Proposed topographic considerations including natural vegetation, berms, retaining walls, privacy walls, and fences.

(2) Required floodplain management data:

- a. Flood zone designation
- b. Base flood elevation

ENGINEERING PLANS *N/A - Facade upgrade only.*

- (1) Proposed access (ingress/egress) to project, drive aisles, driveways, streets and sidewalks with dimensions and turn radii for internal and external vehicular traffic.
- (2) Proposed traffic control signs.
- (3) Preliminary storm drainage and sanitary sewage plans or statements. If the city determines that the drainage and/or sewage plans require independent review, the applicant shall pay for such review by an independent engineer (SID Review).
- (4) Plans for the extraction of fill and mineral resources and alterations or modifications to the slope, elevation, drainage pattern, natural vegetation and accessibility of the development. (SID Review).
- (5) A comprehensive traffic study, provided by an engineering firm. The study shall be paid for by the applicant and shall include but not be limited to the following:
 - a. Future right-of-way dedications.
 - b. Intersection improvements.
 - c. Traffic control devices.
 - d. Traffic generation analysis.
 - e. Distribution and assignment of traffic access.
 - f. Additional roadway needs.
 - g. Traffic safety standards, including the separation of pedestrian and vehicular traffic.
 - h. Compliance with Palm Beach County Traffic Performance Standards Ordinance.

LANDSCAPE PLANS *N/A - Facade Upgrade only.*

- (1) Landscaping plan, including types, sizes and locations of vegetation and decorative shrubbery, and showing provisions for irrigation systems. Plans shall also provide delineation of existing trees and information as to which trees will be reused or removed.
- (2) Plans shall provide clear sight lines.
- (3) Location of light poles.
- (4) Provide landscape plan data:

	Required	Provided
Number of trees (including percent native)		
Number of shrubs (including percent native)		
Amount of groundcover (including percent native)		
Total percent of native vegetation		

ARCHITECTURAL PLANS

- (1) Architectural elevations and color renderings for buildings in the development, and exact number of units, square footage and types, together with typical floor plans of each type.
- (2) Type of construction of all buildings per Florida Building Code.
- (3) Color finishes and material examples and/or samples for all structures including roof, walls, trim, pavers, etc.

ADDITIONAL REQUIREMENTS *N/A - Facade upgrade only.*

- (1) If common facilities (such as recreation areas or structures, common open space, etc.) are to be provided for the development, statements as to how such common facilities are to be provided and permanently maintained. Such statements may take the form of proposed deed restrictions, deeds of trust, surety arrangements, or other legal instruments providing adequate guarantee to the City that such common facilities will not become a future liability for the City.
- (2) If development is to occur in phases, those phases should be clearly delineated on the site plan and identified in the plans and requirements appurtenant to that site plan, and each development phase shall be subject to site plan review by the city.
- (3) The substance of covenants, grants of easements or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities, if applicable.
- (4) A statement that the development will provide the necessary infrastructure to meet the following level of service standards (LOS) :
 - a. Traffic (roads and rights-of-way)
 - b. Sanitary sewer
 - c. Drainage
 - d. Potable water
 - e. Reuse water
 - f. Recreation
 - g. Fire flow requirements (SID/County Fire Department)
- (5) Applicant must provide Letter of Availability of all applicable service providers.
- (6) A statement from the applicant or landowner that **all pertinent permits** are concurrently being sought from the applicable county, state, and federal agencies listed below. Include a copy of the letter/document with the application. Such permits shall be secured prior to the issuance of a building permit for any development on property included within the site plan.
 - a. Seminole Improvement District (Potable Water, Reuse Water, Sewer and Storm Water)
 - b. Palm Beach County Health Department
 - c. Palm Beach County Traffic Engineering Division
 - d. Palm Beach County School District
 - e. Palm Beach County Fire-Rescue Department (Fire Marshal)
 - f. Palm Beach County Department of Environmental Resources Management (DERM)
 - g. South Florida Water Management District (SFWMD)
 - h. Florida Power & Light (FPL)
 - i. Telephone service provider, as applicable
 - j. Solid Waste purveyor
 - k. Other municipal, county, state and/or federal agencies as may be applicable.

File Attachments for Item:

A. An Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and The Meadows of Westlake Homeowners Association, Inc.

Submitted By: Administration



Meeting Agenda Item Coversheet

MEETING DATE:		June 14, 2021	Submitted By: Administration		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		An Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and The Meadows of Westlake Homeowners Association, Inc.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and The Meadows of Westlake Homeowners Association, Inc.			
SUMMARY and/or JUSTIFICATION:		<p>Section 316.006(2)(b), Florida Statutes, provides that the City may exercise traffic control jurisdiction over private roads located within its boundaries if the municipality and the party owning or controlling such roads agree by written agreement.</p> <p>The Agreement has been reviewed and approved by the City Manager, Interim City Attorney, The Meadows of Westlake HOA and the Palm Beach County Sheriff's Office.</p>			
SELECT, if applicable		AGREEMENT:	X	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>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>					
FISCAL IMPACT (if any):				\$	

**AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC CONTROL JURISDICTION
LAWS OF THE STATE BETWEEN THE CITY OF WESTLAKE AND THE MEADOWS OF
WESTLAKE HOMEOWNERS ASSOCIATION, INC.**

This Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State (hereinafter “Agreement”), is made and entered into this ____ day of _____, 2021 between the **City of Westlake**, a Florida municipal corporation, by and through its City Council (hereinafter “City”) and **The Meadows of Westlake Homeowners Association, Inc.**, a Florida not-for-profit corporation (hereinafter “Association,” and together with the City, the “Parties”) which is responsible for the operation and management of a private residential community located in the City of Westlake in Palm Beach County, Florida known as the Meadows (the “Development”).

WITNESSETH:

WHEREAS, the Association owns or controls the private roads within the Development; and

WHEREAS, Section 316.006(2)(b), Florida Statutes, provides that the City may exercise traffic control jurisdiction over private roads located within its boundaries if the municipality and the party owning or controlling such roads agree by written agreement; and

WHEREAS, Section 316.006(2)(b)(4), Florida Statutes, allows the Board of Directors of a homeowner’s association, by majority vote, to elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the homeowner’s association; and

WHEREAS, the Association wishes to grant access and otherwise contract with the City for the Palm Beach County Sheriff’s Office (“PBSO”) to provide for enforcement of the traffic laws of the State of Florida over the private roads in the Development identified on Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, this Agreement has been duly approved and authorized by the Association in accordance with its Articles of Incorporation, Bylaws and other applicable governing documents; and

WHEREAS, the City has an existing agreement with PBSO for law enforcement purposes, including enforcement of state traffic laws within the City, entered into on or about August 12, 2019 (the “PBSO Agreement”); and

WHEREAS, PBSO has agreed to provide law enforcement over the private roads within the Development identified on the attached Exhibit “A” (the “Private Roads”) and the Parties acknowledge that they have consulted with PBSO regarding this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which is acknowledged, the Parties agree to be legally bound as follows:

1. **Recitals.** The above recitations are true and correct and are incorporated into and form a part of this Agreement.
2. **Purpose and Scope.** The Association desires to have PBSO exercise traffic control jurisdiction over the Private Roads including providing traffic control and enforcement of the traffic laws of the State of Florida upon the Private Roads during normal patrol hours (hereinafter the “Services”). For purposes of this Agreement, “normal patrol hours” means those hours in which the PBSO provides law enforcement

services to the City pursuant to the PBSO Agreement, as the same may be amended from time to time. Should the Association desire PBSO to provide Services in the Development at times outside of normal patrol hours (“Additional Services”), the Association understands that a separate contract for Additional Services must be entered into by the Parties, and the Association will be invoiced for such Additional Services by PBSO’s Contracts and Permits Division.

3. **Terms and Termination.** This Agreement is effective and the Services will commence on the date when the Agreement is fully executed and shall continue until terminated or canceled. This Agreement may be terminated or canceled at any time and for any reason by the City or Association upon the giving of not less than sixty (60) days prior written notice (“Termination Notice”) to the other Party, with a copy of the Termination Notice provided to PBSO, at the addresses set forth in Section 5 below.

4. **Association Responsibilities.**

(a) **Certification.** The Association has provided the City with a certification by a licensed engineer indicating that traffic control devices within the Development are in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (hereinafter “MUTCD”) and Chapter 316, Florida Statutes, a copy of which certification is attached as Exhibit “B.” Any proposed change to a traffic control device within the Development, including installation or modification of any traffic control device within the Development, must be submitted to the City in writing for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The City will provide the Association with written notification of its decision relating to modification of any traffic control device in the Development within sixty (60) days of receipt of the written request . If the City determines that multiparty stop signs will enhance traffic safety within the Development, the City shall provide the Association with written notice of such determination, after which the Association shall install or cause to be installed multiparty stop signs at the locations within the Development as determined by the City. Multiparty stop signs must conform to the MUTCD and specifications of the Florida Department of Transportation; provided, however, minimum traffic volumes may not be required for the installation of such signage. Enforcement of multiparty stop signs shall be included as part of the Services and shall be as provided in Section 316.123, Florida Statutes.

(b) **Ownership.** The Association has provided an affidavit affirming that the Association owns or controls the Private Roads, a copy of which affidavit is attached hereto as Exhibit “C.” The Association has provided the City with a Resolution of the Association attached as Exhibit “D,” evidencing the Association’s desire for City’s services hereunder and authorizing the Association to enter into this Agreement.

(c) **Costs.** The Association shall reimburse the City for all actual costs incurred by the City in providing the Services, including, but not limited to, costs incurred to review any proposed new traffic control devices and/or a proposed change to a traffic control device submitted by the Association after the certification date set forth in Exhibit “B.” The City shall provide the Association with written notice prior to incurring any costs for which it will seek reimbursement from the Association pursuant to this Section 4(c). The Association shall notify the City of any objection to the proposed costs within thirty (30) days of receipt of written notice from the City. If the Association has not objected within that timeframe, the City may incur the cost and invoice the Association as set forth in this Section 4(c). If the Association objects to the costs, and agreement among the Parties cannot be reached, the City may terminate this Agreement. The City shall submit to Association an invoice for the actual costs over the previous twelve (12) months of traffic enforcement by July 31st of each year. Such invoice shall be paid by Association on or before September 30th of each year.

(d) **Maintenance.** The Association shall be responsible for maintaining all traffic control devices within the Development, consistent with the requirements of Florida law including, without limitation, Chapter 316, Florida Statutes, and the MUTCD. The Association shall be responsible for regularly inspecting, identifying and replacing damaged or missing traffic control devices. The Association shall notify the City of any damaged or missing traffic control devices within thirty (30) days of discovery. The Association shall notify the City of any repair or replacement of any traffic control device within forty-eight (48) hours of the completed repair or replacement. The City shall have the right at any time, to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws within the Development. The City, in its sole discretion, shall have the discretion to deny enforcement of traffic laws over certain roads within the Development if the condition of said roads creates an unsafe or hazardous environment for the enforcement of traffic laws. The Association shall have thirty (30) days after receipt of a written request from the City to complete any City requested traffic control device repair or replacement within the Development. Under no circumstances shall the City incur any cost related to installing, inspecting, or maintaining any traffic control device within the Development which is not subject to reimbursement as set forth in this Agreement.

(e) **Access.** As set forth in Section XXX of the Declaration for the Meadows recorded in Official Records Book XXXX, Page XXX of the Public Records of Palm Beach County, Florida (as amended from time to time, the "Declaration"), the City and PBSO have an easement of ingress and egress over and across the Development in order for the City and PBSO to fulfill their duties as set forth in this Agreement. The City shall exercise its authority in the Development pursuant to this Agreement and as granted by the laws of the State of Florida.

(f) **Notice and Authority.** The enforcement of the traffic laws as provided for in this Agreement shall be in addition to the jurisdictional authority presently exercised by the City and PBSO under applicable law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority of the City or PBSO. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel. The rendition of Services, standards of performance, discipline and other matters incident to the performance of such Services, and the control of personnel employed by PBSO shall be within the sole discretion of PBSO; provided, however, Services shall be provided and performed consistent with the requirements of this Agreement and Florida law including, without limitation, Chapter 316, Florida Statutes. Nothing contained in this Agreement shall be deemed or construed to require minimum staffing levels or create any priority for traffic enforcement on the Private Roads. The Association may not attempt to influence or otherwise control the City relating to the enforcement of traffic laws on the Private Roads. All decisions regarding the level of traffic enforcement on the Private Roads and staffing related thereto shall be within the sole discretion of the City, as applicable; provided, however, Services shall be provided and performed consistent with the requirements of this Agreement and Florida law including, without limitation, Chapter 316, Florida Statutes. The Parties understand and agree that the City does not employ or otherwise control PBSO or employees of PBSO. Persons employed in the performance of Services provided are employees of PBSO and not the City. As employees or appointees of PBSO, they receive all the benefits, training, and promotion opportunities provided by PBSO.

5. **Notices.** All notices, requests, consents, communications, and/or inquiries required or allowed by this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand-delivered by messenger or nationally recognized overnight courier service, (ii) mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, or (iii) sent by electronic transmission (i.e. e-mail), and addressed to the Party to whom such notice is to be given as set forth below or to such other addresses any Party may designate by notice complying with the terms of this Section 5.

If to City: City Manager
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
E-mail: _____

With a copy to: City Attorney
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

If to the Association: Meadows of Westlake Homeowners Association, Inc.
16290 Town Center Parkway North
Westlake, FL Florida 33470
Attn:
Email:

As to the contract for the administration of Services under this Agreement:

PBSO: Palm Beach County Sheriff's Office
Attn: _____
3228 Gun Club Road
West Palm Beach, FL 33406
E-mail: _____

6. **Indemnification.** The Association shall protect, defend, reimburse, indemnify and hold the City, its agents, employees, and elected officials harmless from and against all claims, liability, expenses, losses, costs, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, to the extent actually incurred, arising during and as a result of its performance of the terms of this Agreement or due to the acts or omissions of the City except as provided herein. This indemnification shall include the PBSO, its agents and employees. This indemnification shall survive the cancellation or termination of this Agreement. This paragraph shall not be construed to require the Association to indemnify the City or PBSO for the negligence or intentional acts of the City or PBSO, its agents, officers or employees. Each party assumes the risk of personal injury and property damage resulting from or attributable to the acts or omissions of that party and its agents, officers and employees.

7. **Sovereign Immunity.** The Parties agree that the City's and PBSO's liability in all instances shall be limited in accordance with the monetary limits set forth in Section 768.28, Florida Statutes. Nothing contained in this Agreement or related documents shall be deemed a waiver of the City's or PBSO's sovereign immunity, whether by contract or by law; provided, however, the City agrees to incorporate by reference into this Agreement the provisions of Section 768.28(9)(a), Florida Statutes. This provision shall survive the cancellation or termination of this Agreement.

8. **Severability.** In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such section, paragraph, sentence, clause or provision shall be given its nearest legal meaning or stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire agreement.

9. **Public Records.** The Parties agree that the City is a local government required to comply with the State of Florida's public records laws. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the Association: (i) provides a service; and (ii) acts on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Association shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Association is specifically required to:

(a) Keep and maintain public records required by the City to perform the Services as provided under this Agreement.

(b) Upon request from the City's Custodian of Public Records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The Association further agrees that all fees, charges and expenses shall be determined in accordance with the City's standards.

(c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Association does not transfer the records to the public agency.

(d) Upon completion of the Agreement, the Association shall transfer, at no cost to the City, all public records in possession of the Association unless notified by the City's representative/liaison, on behalf of the City's custodian of public records, to keep and maintain public records required by the City to perform the service. If the Association transfers all public records to the City upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically by the Association must be provided to the City, upon request of the City's Custodian of Public Records, in a format that is compatible with the information technology system of the City, at no cost to the City.

Failure of the Association to comply with the requirements of this article shall be a material breach of this Agreement. The City shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate this Agreement. The Association acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF WESTLAKE OFFICES LOCATED AT 4001 SEMINOLE PRATT WHITNEY ROAD, WESTLAKE, FLORIDA 33470, OR BY TELEPHONE AT (561) 630-5880.

10. **Insurance.** The Association shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, commercial general liability insurance with limits of at least \$1 million per occurrence, and include City and PBSO as Additional Insureds on such policy. The Association shall agree to provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Association are not intended to and shall not in any

manner limit or qualify the liabilities and obligations assumed by the Association under this Agreement. A copy of the insurance certificate is attached hereto as Exhibit "E." Additionally, should Association be notified that such insurance policy will be canceled or rescinded, Association shall immediately notify the City. All insurance shall be maintained during the term of this Agreement, and any extension or renewal thereof, with companies legally qualified to transact business in the State of Florida.

11. **Discrimination.** The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national, origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

12. **Amendments.** All amendments and modifications to the Agreement shall by the mutual consent of the Parties and shall be made in writing, which writing shall be executed with the same formality as the Agreement.

13. **Complete Agreement.** This Agreement constitutes the complete understanding and entire agreement of the Parties with respect to the matters addressed in this Agreement and there are no other agreements, representations, or warranties other than as set forth in this Agreement. No agreement or representation, unless set forth in this Agreement, shall bind any of the parties to this Agreement.

14. **Employee Status.** Persons employed by the Association in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City, its officers, employees by operation of law or by the City.

15. **Assignment.** This Agreement shall be binding on the Parties hereto and may not be assigned without prior written consent from either party.

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

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

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first above written.

CITY OF WESTLAKE, a municipality
duly organized and existing by virtue of the
laws of the State of Florida

By: _____
Name: Kenneth Cassel
Title: City Manager

ATTEST:

By: _____
Zoie Burgess, City Clerk

Approved as to Form and Legal Sufficiency

By: _____
_____, City Attorney

The Meadows of Westlake Homeowners Association Inc.

By: _____
Mike Shuping, Vice President

EXHIBIT “A”

Private Roads within the Meadows and Traffic Control Locations

- Goldfinch Circle
- Hummingbird Lane
- Meadowlark Court
- Wildflower Court
- Jasmine Lane
- Sunflower Court

EXHIBIT "B"

Engineer's Certification of Compliance with the Manual on Uniform Traffic Control

EXHIBIT "C"

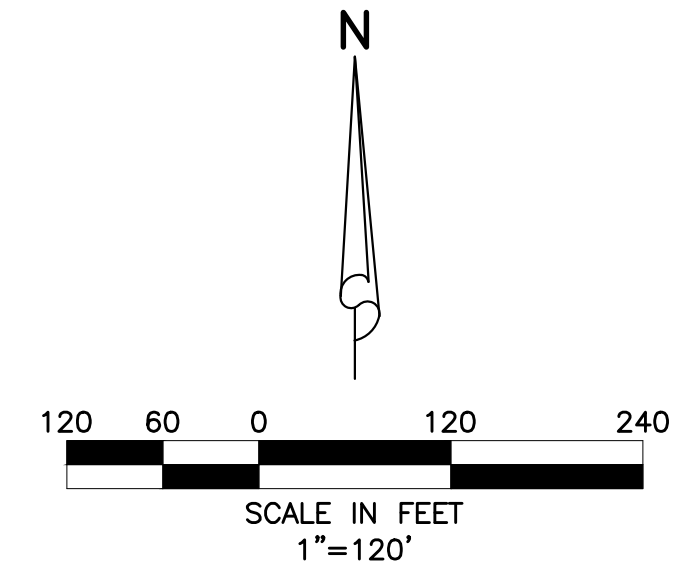
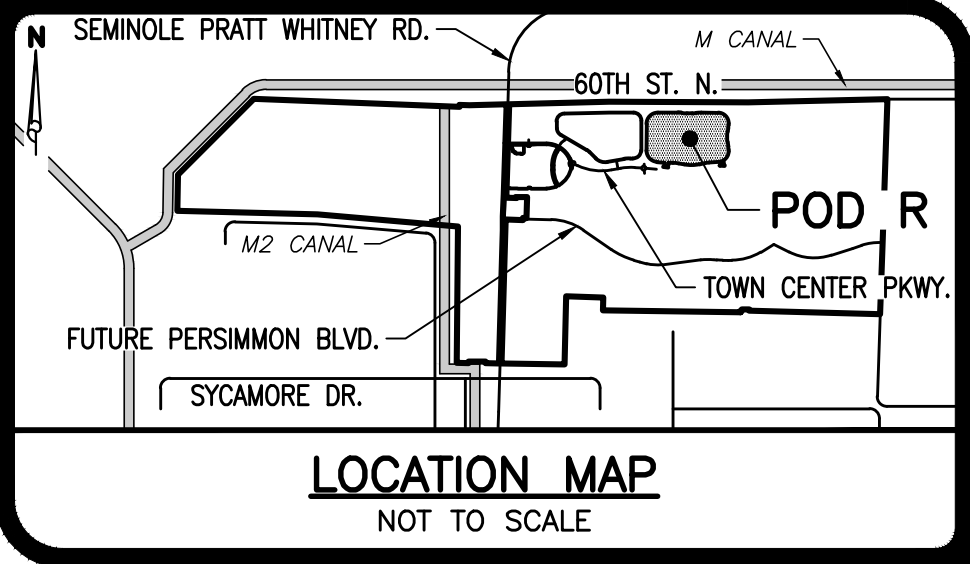
Affidavit of Ownership (Meadows HOA)

EXHIBIT “D”

Resolution of the Association evidencing the Association’s desire for City’s services hereunder and authorizing the Association to enter into this Agreement.

EXHIBIT “E”

Commercial General Liability Insurance Certificate



REVISIONS

<p>SIMMONS & WHITE ENGINEERING PLANNING CONSULTING SINCE 1982 2581 Metrocentre Blvd West • Suite 100 • West Palm Beach, Florida 33407 • (561) 478-7848</p>				
DESIGN	DRAWN	CHECKED	APPROVED	DATE
P.B.	D.B.			

<p>THE MEADOWS CITY OF WESTLAKE, FLORIDA SIGN EXHIBIT</p>		
JOB NO.	DRAWING NO.	SHEET
18-068	18068Z11	1 OF 1



July 17, 2020

Minto Communities - USA
Jared Stern
4400 W. Sample Road, Suite 200
Coconut Creek, Florida 33073

Attention: Mr. Jared Stern

Reference: The Meadows Sheriff Certification
Westlake, Florida

Dear Mr. Stern:

Simmons & White, Inc. has completed our review of the traffic control features of "The Meadows" residential development located on the north side of Town Center Parkway North approximately one mile east of Seminole Pratt Whitney Road in the City of Westlake, Florida.

The observed traffic controls appear to meet the applicable federal, state and local standards for traffic controls, including the Manual on Uniform Traffic Control Devices (MUTCD). Specifically, the traffic control signs are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location. This letter serves as an Engineer's Certification of the above. If you should have any questions or require any additional information, please contact our office.

Sincerely,


SIMMONS & WHITE, INC.

Bryan G. Kille
FL Reg. No. 74006

BGK/sa x:/docs/misc/tr/bryan/Meadows.Stern

AFFIDAVIT

I, _____ of _____
(**COMMUNITY**), hereby certify that I have the authority to act on behalf of the **COMMUNITY**.
I further certify that the **COMMUNITY** owns or controls the roadways within
_____ (**DEVELOPMENT**).

Per the Agreement for Enforcement of the Traffic Laws of the State’s requirements, Exhibit A has been provided by a registered professional engineer who performed a traffic survey within the **DEVELOPMENT**; Exhibit A certifies that the roadways within the **DEVELOPMENT** meet all applicable standards as outlined in the *Manual on Uniform Traffic Control Devices*. The **COMMUNITY** understands that it has met the requirements of the Palm Beach County Sheriff’s Department (**SHERIFF**) by having this traffic survey completed, and submits this information for your records.

The **COMMUNITY** respectfully requests the **SHERIFF** to commence enforcement of the traffic laws of the state within its **DEVELOPMENT** as soon as possible.

Community Name

Signature / Print Name

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (title of officer/member/partner) for _____ (name of corporation/company/partnership), on behalf of the [choose one] corporation/company/partnership, who is ___ personally known to me or has produced _____ (type of identification) as identification.

Signature of Notary Public – State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

File Attachments for Item:

B. An Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and Sky Cove Homeowners Association, Inc.

Submitted By: Administration



Meeting Agenda Item Coversheet

MEETING DATE:		June 14, 2021	Submitted By: Administration		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		An Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and Sky Cove Homeowners Association, Inc.			
STAFF RECOMMENDATION: (MOTION READY)		Motion to approve Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State between the City of Westlake and Sky Cove Homeowners Association, Inc.			
SUMMARY and/or JUSTIFICATION:		<p>Section 316.006(2)(b), Florida Statutes, provides that the City may exercise traffic control jurisdiction over private roads located within its boundaries if the municipality and the party owning or controlling such roads agree by written agreement.</p> <p>The Agreement has been reviewed and approved by the City Manager, City Attorney, Sky Cove HOA and the Palm Beach County Sheriff's Office</p>			
SELECT, if applicable		AGREEMENT:	X	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>					
SELECT, if applicable		RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank)</i>					
FISCAL IMPACT (if any):				\$	

**AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC CONTROL JURISDICTION
LAWS OF THE STATE BETWEEN THE CITY OF WESTLAKE AND SKY COVE
HOMEOWNERS ASSOCIATION, INC.**

This Agreement for Enforcement of the Traffic Control Jurisdiction Laws of the State (hereinafter “Agreement”), is made and entered into this ____ day of _____, 2021 between the **City of Westlake**, a Florida municipal corporation, by and through its City Council (hereinafter “City”) and **Sky Cove Homeowners Association, Inc.**, a Florida not-for-profit corporation (hereinafter “Association”, and together with the City, the “Parties”) which is responsible for the operation and management of a private residential community located in the City of Westlake in Palm Beach County, Florida known as Sky Cove (the “Development”).

WITNESSETH:

WHEREAS, the Association owns or controls the private roadways within the Development; and

WHEREAS, Section 316.006(2)(b), Florida Statutes, provides that the City may exercise traffic control jurisdiction over private roads located within its boundaries if the municipality and the party owning or controlling such roads agree by written agreement; and

WHEREAS, Section 316.006(2)(b)(4), Florida Statutes, allows the Board of Directors of a homeowner’s association, by majority vote, to elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the homeowner’s association; and

WHEREAS, the Association wishes to grant access and otherwise contract with the City for the Palm Beach County Sheriff’s Office (“PBSO”) to provide for enforcement of the traffic laws of the State of Florida over the private roads in the Development identified on Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, this Agreement has been duly approved and authorized by the Association in accordance with its Articles of Incorporation, Bylaws and other applicable governing documents; and

WHEREAS, the City has an existing agreement with PBSO for law enforcement purposes, including enforcement of state traffic laws within the City, entered into on or about August 12, 2019 (the “PBSO Agreement”); and

WHEREAS, PBSO has agreed to provide law enforcement over the private roads within the Development identified on the attached Exhibit “A” (the “Private Roads”) and the Parties acknowledge that they have consulted with PBSO regarding this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which is acknowledged, the Parties agree to be legally bound as follows:

1. **Recitals.** The above recitations are true and correct and are incorporated into and form a part of this Agreement.
2. **Purpose and Scope.** The Association desires to have PBSO exercise traffic control jurisdiction over the Private Roads including providing traffic control and enforcement of the traffic laws of the State of Florida upon the Private Roads during normal patrol hours (hereinafter the “Services”). For purposes of

this Agreement, “normal patrol hours” means those hours in which the PBSO provides law enforcement services to the City pursuant to the PBSO Agreement, as the same may be amended from time to time. Should the Association desire PBSO to provide Services in the Development at times outside of normal patrol hours (“Additional Services”), the Association understands that a separate contract for Additional Services must be entered into by the Parties, and the Association will be invoiced for such Additional Services by PBSO’s Contracts and Permits Division.

3. **Terms and Termination.** This Agreement is effective and the Services will commence on the date when the Agreement is fully executed and shall continue until terminated or canceled. This Agreement may be terminated or canceled at any time and for any reason by the City or Association upon the giving of not less than sixty (60) days prior written notice (“Termination Notice”) to the other Party, with a copy of the Termination Notice provided to PBSO, at the addresses set forth in Section 5 below.

4. **Association Responsibilities.**

(a) **Certification.** The Association has provided the City with a certification by a licensed engineer indicating that traffic control devices within the Development are in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (hereinafter “MUTCD”) and Chapter 316, Florida Statutes, a copy of which certification is attached as Exhibit “B”. Any proposed change to a traffic control device within the Development, including installation or modification of any traffic control device within the Development, must be submitted to the City in writing for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The City will provide the Association with written notification of its decision relating to modification of any traffic control device in the Development within sixty (60) days of a request by the Association therefore. If the City determines that multiparty stop signs will enhance traffic safety within the Development, the City shall provide the Association with written notice of such determination, after which the Association shall install or cause to be installed multiparty stop signs at the locations within the Development as determined by the City. Multiparty stop signs must conform to the MUTCD and specifications of the Florida Department of Transportation; provided, however, minimum traffic volumes may not be required for the installation of such signage. Enforcement of multiparty stop signs shall be included as part of the Services and shall be as provided in Section 316.123, Florida Statutes.

(b) **Ownership.** The Association has provided an affidavit affirming that the Association owns or controls the Private Roads, a copy of which affidavit is attached hereto as Exhibit “C.” The Association has provided the City with a Resolution of the Association attached as Exhibit “D”, evidencing the ASSOCIATION’s desire for CITY’s services hereunder and authorizing the ASSOCIATION to enter into this Agreement.

(c) **Costs.** The Association shall reimburse the City for all actual costs incurred by the City in providing the Services, including, but not limited to, costs incurred to review any proposed new traffic control devices and/or a proposed change to a traffic control device submitted by the Association after the certification date set forth in Exhibit “B”. The City shall provide the Association with written notice prior to incurring any costs for which it will seek reimbursement from the Association pursuant to this Section 4(c). The Association shall notify the City of any objection to the proposed costs within thirty (30) days of receipt of written notice from the City. If the Association has not objected within that timeframe, the City may incur the cost and invoice the Association as set forth in this Section 4(c). If the Association objects to the costs, and agreement among the Parties cannot be reached, the City may terminate this Agreement. The City shall submit to Association an invoice for the actual costs over the previous twelve (12) months of traffic enforcement by July 31st of each year. Such invoice shall be paid by Association on or before September 30th of each year.

(d) **Maintenance.** The Association shall be responsible for maintaining all traffic control devices within the Development, consistent with the requirements of Florida law including, without limitation, Chapter 316, Florida Statutes, and the MUTCD. The Association shall be responsible for regularly inspecting, identifying and replacing damaged or missing traffic control devices. The Association shall notify the City of any damaged or missing traffic control devices within thirty (30) days of discovery. The Association shall notify the City of any repair or replacement of any traffic control device within forty-eight (48) hours of the completed repair or replacement. The City shall have the right at any time, to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws within the Development. The City, in its sole discretion, shall have the discretion to deny enforcement of traffic laws over certain roads within the Development if the condition of said roads creates an unsafe or hazardous environment for the enforcement of traffic laws. The Association shall have thirty (30) days after receipt of a written request from the City to complete any City requested traffic control device repair or replacement within the Development. Under no circumstances shall the City incur any cost related to installing, inspecting, or maintaining any traffic control device within the Development which is not subject to reimbursement as set forth in this Agreement.

(e) **Access.** As set forth in Section 17.7 of the Declaration for Sky Cove recorded in Official Records Book 31502, Page 102 of the Public Records of Palm Beach County, Florida (as amended from time to time, the "Declaration"), the City and PBSO have an easement of ingress and egress over and across the Development in order for the City and PBSO to fulfill their duties as set forth in this Agreement. The City shall exercise its authority in the Development pursuant to this Agreement and as granted by the laws of the State of Florida.

(f) **Notice and Authority.** The enforcement of the traffic laws as provided for in this Agreement shall be in addition to the jurisdictional authority presently exercised by the City and PBSO under applicable law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority of the City or PBSO. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel. The rendition of Services, standards of performance, discipline and other matters incident to the performance of such Services, and the control of personnel employed by PBSO shall be within the sole discretion of PBSO; provided, however, Services shall be provided and performed consistent with the requirements of this Agreement and Florida law including, without limitation, Chapter 316, Florida Statutes. Nothing contained in this Agreement shall be deemed or construed to require minimum staffing levels or create any priority for traffic enforcement on the Private Roads. The Association may not attempt to influence or otherwise control the City relating to the enforcement of traffic laws on the Private Roads. All decisions regarding the level of traffic enforcement on the Private Roads and staffing related thereto shall be within the sole discretion of the City, as applicable; provided, however, Services shall be provided and performed consistent with the requirements of this Agreement and Florida law including, without limitation, Chapter 316, Florida Statutes. The Parties understand and agree that the City does not employ or otherwise control PBSO or employees of PBSO. Persons employed in the performance of Services provided are employees of PBSO and not the City. As employees or appointees of PBSO, they receive all the benefits, training, and promotion opportunities provided by PBSO.

5. **Notices.** All notices, requests, consents, communications, and/or inquiries required or allowed by this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand-delivered by messenger or nationally recognized overnight courier service, (ii) mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, or (iii) sent by electronic transmission (i.e. e-mail), and addressed to the Party to whom such notice is to be given as set forth below or to such other addresses any Party may designate by notice complying with the terms of this Section 5.

If to City: City Manager
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
E-mail: _____

With a copy to: City Attorney
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
E-mail: _____

If to Association: Sky Cove Homeowners Association, Inc.
c/o Gary Brown
5568 Star Fish Road
Westlake, Florida 33470
E-mail: gbrown@labelandcompany.com

As to the contract for the administration of Services under this Agreement:

PBSO: Palm Beach County Sheriff's Office
Attn: _____
3228 Gun Club Road
West Palm Beach, FL 33406
E-mail: _____

6. Indemnification.

The Association shall protect, defend, reimburse, indemnify and hold the City, its agents, employees, and elected officials harmless from and against all claims, liability, expenses, losses, costs, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, to the extent actually incurred, arising during and as a result of its performance of the terms of this Agreement or due to the acts or omissions of the City except as provided herein. This indemnification shall include the PBSO, its agents and employees. This indemnification shall survive the cancellation or termination of this Agreement. This paragraph shall not be construed to require the Association to indemnify the City or PBSO for the negligence or intentional acts of the City or PBSO, its agents, officers or employees. Each party assumes the risk of personal injury and property damage resulting from or attributable to the acts or omissions of that party and its agents, officers and employees.

7. **Sovereign Immunity.** The Parties agree that the City's and PBSO's liability in all instances shall be limited in accordance with the monetary limits set forth in Section 768.28, Florida Statutes. Nothing contained in this Agreement or related documents shall be deemed a waiver of the City's or PBSO's sovereign immunity, whether by contract or by law; provided, however, the City agrees to incorporate by referenced into this Agreement the provisions of Section 768.28(9)(a), Florida Statutes. This provision shall survive the cancellation or termination of this Agreement.

8. **Severability.** In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such section, paragraph, sentence,

clause or provision shall be given its nearest legal meaning or stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions of this Agreement same shall remain in full force and effect and shall, for all purposes, constitute the entire agreement.

9. **Public Records.** The Parties agree that the City is a local government required to comply with the State of Florida's public records laws. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the Association: (i) provides a service; and (ii) acts on behalf of the City as provided under Section 119.011(2), Florida Statutes, the Association shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Association is specifically required to:

(a) Keep and maintain public records required by the City to perform the Services as provided under this Agreement.

(b) Upon request from the City's Custodian of Public Records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The Association further agrees that all fees, charges and expenses shall be determined in accordance with the City's standards.

(c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Association does not transfer the records to the public agency.

(d) Upon completion of the Agreement, the Association shall transfer, at no cost to the City, all public records in possession of the Association unless notified by the City's representative/liaison, on behalf of the City's custodian of public records, to keep and maintain public records required by the City to perform the service. If the Association transfers all public records to the City upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically by the Association must be provided to the City, upon request of the City's Custodian of Public Records, in a format that is compatible with the information technology system of the City, at no cost to the City.

Failure of the Association to comply with the requirements of this article shall be a material breach of this Agreement. The City shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate this Agreement. The Association acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF WESTLAKE OFFICES LOCATED AT 4001 SEMINOLE PRATT WHITNEY ROAD, WESTLAKE, FLORIDA 33470, OR BY TELEPHONE AT (561) 630-5880.

10. **Insurance.** The Association shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, commercial general liability insurance with limits of at least \$1 million

per occurrence, and include City and PBSO as Additional Insureds on such policy. The Association shall agree to provide the City with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Association are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Association under this Agreement. A copy of the insurance certificate is attached hereto as Exhibit "E." Additionally, should Association be notified that such insurance policy be canceled or rescinded, Association shall immediately notify the City. All insurance shall be maintained during the term of this Agreement, and any extension or renewal thereof, with companies legally qualified to transact business in the State of Florida.

11. **Discrimination.** The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national, origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

12. **Amendments.** All amendments and modifications to the Agreement shall by the mutual consent of the Parties and shall be made in writing, which writing shall be executed with the same formality as the Agreement.

13. **Complete Agreement.** This Agreement constitutes the complete understanding and entire agreement of the Parties with respect to the matters addressed in this Agreement and there are no other agreements, representations, or warranties other than as set forth in this Agreement. No agreement or representation, unless set forth in this Agreement, shall bind any of the parties to this Agreement.

14. **Employee Status.** Persons employed by the Association in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City, its officers, employees by operation of law or by the City.

15. **Assignment.** This Agreement shall be binding on the Parties hereto and may not be assigned without prior written consent from either party.

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

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

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first above written.

CITY OF WESTLAKE, a municipality
duly organized and existing by virtue of the
laws of the State of Florida

By: _____
Name: Kenneth Cassel
Title: City Manager

ATTEST:

By: _____
Zoie Burgess, City Clerk

Approved as to Form and Legal Sufficiency

By: _____
_____, City Attorney

**SKY COVE HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation


By:  _____
Name: Gary Brown
Title: President

EXHIBIT "A"

Private Roads within Sky Cove

Water Way Drive
Quiet Lake Place
Starfish Road
Sea Glass Way
River Stone Way
Sandy Shore Drive

EXHIBIT "B"

Engineer's Certification of Compliance with the Manual on Uniform Traffic Control



June 2, 2021

Label & Co. Development, Inc.
401 E. Las Olas Boulevard, Suite 1400
Ft. Lauderdale, FL 33301

Attention: Mr. Harry L. Posin

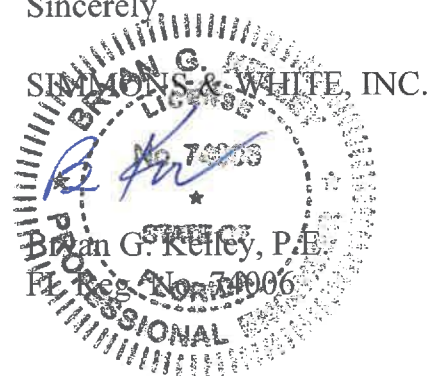
Reference: Sky Cove Sheriff Certification
Westlake, Florida

Dear Mr. Posin:

Simmons & White, Inc. has completed our review of the traffic control features of "Sky Cove" residential development located on the south side of Town Center Parkway North approximately 2/3 of a mile east of Seminole Pratt Whitney Road in the City of Westlake, Florida.

The observed traffic controls appear to meet the applicable federal, state and local standards for traffic controls, including the Manual on Uniform Traffic Control Devices (MUTCD). Specifically, the traffic control signs are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location. This letter serves as an Engineer's Certification of the above. If you should have any questions or require any additional information, please contact our office.

Sincerely



BGK/sa x:/docs/miscltr/bryan/SkyCove.Posin

EXHIBIT "C"

Affidavit of Ownership (Sky Cove Homeowners Association, Inc.)

AFFIDAVIT OF OWNERSHIP

BEFORE ME, the undersigned authority, personally appeared Gary Brown, who, first being duly sworn on oath, deposes and states as follows:

1. He is a Director and the President of Sky Cove Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Association**"), and makes this Affidavit on behalf of the Association.

2. Pursuant to the dedications on the Plat of Sky Cove -- Phase 1 A recorded in Plat Book 128, Page 129 of the Public Records of Palm Beach County, Florida, the dedications on the Plat of Sky Cove -- Phase 1 B recorded in Plat Book 130, Page 162 of the Public Records of Palm Beach County, Florida, and the Deed recorded in Official Records Book 30699, Page 15 of the Public Records of Palm Beach County, Florida, Association owns fee simple title to the real property described on **Exhibit A** which constitutes all of the private roads within the community known as Sky Cove.

FURTHER AFFIANT SAYETH NOT.

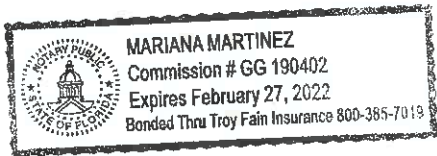



Gary Brown, Affiant

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3 day of MAY, 2021 by Gary Brown who is personally known to me or who has produced _____ as identification.

My commission expires:





NOTARY PUBLIC, State of Florida
Print Name _____

EXHIBIT A

Tract "A" of the Plat of Sky Cove – Phase 1 A, according to the Plat thereof, recorded in Plat Book 128, Page 129 of the Public Records of Palm Beach County, Florida

Tract "A" of the Plat of Sky Cove – Phase 1 B, according to the Plat thereof, recorded in Plat Book 130, Page 162 of the Public Records of Palm Beach County, Florida

EXHIBIT “D”

Resolution of the Association evidencing the Association’s desire for City’s services hereunder and authorizing the Association to enter into this Agreement.

**CORPORATE RESOLUTION OF
SKY COVE HOMEOWNERS ASSOCIATION, INC.
APPROVING THE AGREEMENT FOR ENFORCEMENT OF TRAFFIC
CONTROL JURISDICTION LAWS OF THE STATE WITH THE CITY OF
WESLAKE**

Pursuant to Sections 617.0821 and 617.0824 of the Florida Not-For-Profit Corporation Act, and Section 4.17 of the By-laws of Sky Cove Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Association**"), the Board of Directors of the Association, do hereby consent to and approve the following actions:

WHEREAS, The Association is the entity responsible for the operation and maintenance of the Common Areas within the community known as Sky Cove located in the City of Westlake, Florida (the "**Community**") pursuant to the Declaration for Sky Cove recorded in Official Records Book 31502, Page 102 of the Public Records of Palm Beach County, Florida, (as amended, the "**Declaration**");

WHEREAS, pursuant to Section 4.2(h) of the Articles of Incorporation of the Association and Section 5.18 of the By-Laws of the Association, the Association has the authority to enter into contracts for the operation and administration of the Common Areas.

WHEREAS, the private roads within the Community are Common Areas.


WHEREAS, the Association wishes to enter into an agreement with the City of Westlake for enforcement of traffic laws over the private roads within the Community (the "**Traffic Enforcement Agreement**").

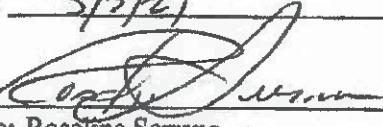
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the Traffic Enforcement Agreement;

BE IT FURTHER RESOLVED, that the officers of the Association be and hereby are authorized, empowered and directed to take, on behalf of the Association, all actions necessary or desirable to carry out and comply with the terms and provisions of this resolution, including the execution of the Traffic Enforcement Agreement, and all acts and doings of the officers of the Association which are in conformity with the intent and purpose of this action shall be and the same are hereby in all respect ratified, confirmed and approved in full as acts of the Association; and

BE IT FURTHER RESOLVED, that this Resolution shall be placed with the minutes of the Board of Directors of the Association.

**SKY COVE HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: 
Name: Gary Brown
Title: Director and President
Date: 5/3/21

By: 
Name: Roseline Serrano
Title: Director and Vice President
Date: 5/3/21

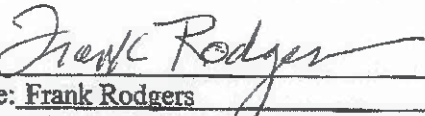
By: 
Name: Frank Rodgers
Title: Director, Secretary and Treasurer
Date: _____

EXHIBIT “E”

Commercial General Liability Insurance Certificate

File Attachments for Item:

C. Fiscal Year 2020 Audited Financial Report

Submitted By: Finance



Meeting Agenda Item Coversheet

MEETING DATE:		6/14/2021	Submitted By: Finance	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Fiscal Year 2020 Audited Financial Report		
STAFF RECOMMENDATION: (MOTION READY)		Accept Fiscal Year 2020 Audited Financial Report		
SUMMARY and/or JUSTIFICATION:				
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>				
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>				
FISCAL IMPACT (if any):				\$

City of Westlake, Florida
ANNUAL FINANCIAL REPORT
September 30, 2020

City of Westlake, Florida
ANNUAL FINANCIAL REPORT

September 30, 2020

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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, 2020, 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 -

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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, 2020, 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.

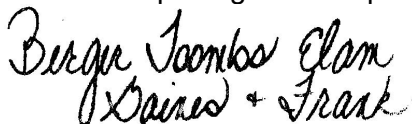
Other Matters

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 dated May 4, 2021 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

May 4, 2021

City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2020

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, 2020

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, 2020.

- ◆ The City's total assets exceeded total liabilities by \$2,601,260 (net position). Net investment in capital assets totaled \$974,235 and unrestricted net position was \$1,627,025.
- ◆ Governmental activities revenues totaled \$4,664,707 while governmental activities expenses totaled \$4,049,571.

**City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2020**

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	
	2020	2019
Current assets	\$ 2,219,718	\$ 1,609,907
Capital assets	1,001,509	1,009,438
Total Assets	<u>3,221,227</u>	<u>2,619,345</u>
Current liabilities	600,322	605,947
Non-Current liabilities	19,645	27,274
Total Liabilities	<u>619,967</u>	<u>633,221</u>
Net position-net investment in capital assets	974,235	975,316
Net position-unrestricted	1,627,025	1,010,808
Total Net Position	<u>\$ 2,601,260</u>	<u>\$ 1,986,124</u>

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

**City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2020**

OVERVIEW OF THE FINANCIAL STATEMENTS (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

	<u>Governmental Activities</u>	
	<u>2020</u>	<u>2019</u>
Program Revenues		
Charges for services	\$ 3,216,735	\$ 1,337,013
Operating contributions	625,000	1,100,000
General Revenues		
Taxes	805,515	363,327
Investment earnings	7,413	8,751
Miscellaneous revenues	10,044	1,180
Total Revenues	<u>4,664,707</u>	<u>2,810,271</u>
Expenses		
General government	3,311,583	2,541,896
Public safety	650,451	74,067
Physical environment	84,171	-
Interest and other charges	3,366	2,988
Total Expenses	<u>4,049,571</u>	<u>2,618,951</u>
Changes in Net Position	615,136	191,320
Net Position - beginning of year	<u>1,986,124</u>	<u>1,794,804</u>
Net Position - end of year	<u>\$ 2,601,260</u>	<u>\$ 1,986,124</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, legal and engineering fees.

The increase in public safety is related to a new contract with the Sheriff in the current year.

**City of Westlake, Florida
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2020**

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, 2020 and 2019.

Description	Governmental Activities	
	2020	2019
Land improvements	\$ 976,400	\$ 976,400
Equipment	39,646	39,646
Less: accumulated depreciation	(14,537)	(6,608)
Total Capital Assets, Net	\$ 1,001,509	\$ 1,009,438

The activity for the year was depreciation of \$7,929.

General Fund Budgetary Highlights

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

The September 30, 2020 budget was amended for legal fees that were higher than anticipated in the original budget.

Economic Factors and Next Year's Budget

The City will continue to develop in 2021 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, 2020

	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 1,758,416
Accounts receivable	5,578
Due from other governments	70
Due from developer	325,867
Deposits	641
Mortgages receivable	129,146
Total Current Assets	2,219,718
Non-current Assets	
Capital Assets	
Land	976,400
Equipment	39,646
Less: accumulated depreciation	(14,537)
Total Non-current Assets	1,001,509
Total Assets	3,221,227
LIABILITIES	
Current Liabilities:	
Accounts payable and accrued expenses	191,174
Due to other governments	377,495
Lease payable	7,629
Unearned revenues	24,024
Total Current Liabilities	600,322
Non-current Liabilities	
Lease payable	19,645
Total Liabilities	619,967
NET POSITION	
Net investment in capital assets	974,235
Unrestricted	1,627,025
Total Net Position	\$ 2,601,260

See accompanying notes to financial statements.

City of Westlake, Florida
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2020

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for	Operating	Revenues and
		Services	Grants and	Changes in Net
			Contributions	Position
				Governmental
				Activities
Governmental Activities:				
General government	\$ (3,311,583)	\$ 2,630,031	\$ 625,000	\$ (56,552)
Public safety	(650,451)	519,481	-	(130,970)
Physical environment	(84,171)	67,223	-	(16,948)
Interest and other charges	(3,366)	-	-	(3,366)
Total Governmental Activities	<u>\$ (4,049,571)</u>	<u>\$ 3,216,735</u>	<u>\$ 625,000</u>	<u>(207,836)</u>

General Revenues

Taxes	
Property taxes levied for general purposes	535,282
Gas taxes	138
Communication taxes	15,190
Franchise taxes	254,905
Investment earnings	7,413
Miscellaneous revenues	10,044
Total General Revenues	<u>822,972</u>
Change in Net Position	615,136
Net Position - October 1, 2019	1,986,124
Net Position - September 30, 2020	<u>\$ 2,601,260</u>

**City of Westlake, Florida
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2020**

	General Fund	Special Revenue Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 482,101	\$ 1,276,315	\$ 1,758,416
Accounts receivable	5,578	-	5,578
Due from other governments	70	-	70
Due from developer	307,867	18,000	325,867
Deposits	641	-	641
Mortgages receivable	-	129,146	129,146
Total Assets	<u>\$ 796,257</u>	<u>\$ 1,423,461</u>	<u>\$ 2,219,718</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	\$ 191,174	\$ -	\$ 191,174
Unearned revenues	24,024	-	24,024
Due to other governments	377,495	-	377,495
Total Liabilities	<u>592,693</u>	<u>-</u>	<u>592,693</u>
Fund balance:			
Nonspendable - deposits	641	-	641
Assigned - loan program	-	1,423,461	1,423,461
Unassigned	202,923	-	202,923
Total Fund Balance	<u>203,564</u>	<u>1,423,461</u>	<u>1,627,025</u>
Total Liabilities and Fund Balances	<u>\$ 796,257</u>	<u>\$ 1,423,461</u>	<u>\$ 2,219,718</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, 2020

Total Governmental Fund Balances	\$ 1,627,025
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, \$976,400, and equipment, \$39,646, net of accumulated depreciation, \$(14,537) used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	1,001,509
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>(27,274)</u>
Net Position of Governmental Activities	<u><u>\$ 2,601,260</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, 2020

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
Revenues			
Taxes			
Property	\$ 535,282	\$ -	\$ 535,282
Gas	138	-	138
Communication	15,190	-	15,190
Licenses and permits	2,401,877	-	2,401,877
Franchise fees	254,905	-	254,905
Charges for services	76,625	736,863	813,488
Fines and forfeitures	1,370	-	1,370
Developer contributions	625,000	-	625,000
Investment earnings	638	6,775	7,413
Miscellaneous revenues	10,044	-	10,044
Total Revenues	<u>3,921,069</u>	<u>743,638</u>	<u>4,664,707</u>
Expenditures			
Current:			
General government	3,293,104	10,550	3,303,654
Public safety	650,451	-	650,451
Physical environment	84,171	-	84,171
Debt Service			
Principal	6,848	-	6,848
Interest	3,366	-	3,366
Total Expenditures	<u>4,037,940</u>	<u>10,550</u>	<u>4,048,490</u>
Net change in fund balances	(116,871)	733,088	616,217
Fund Balances - October 1, 2019	<u>320,435</u>	<u>690,373</u>	<u>1,010,808</u>
Fund Balances - September 30, 2020	<u>\$ 203,564</u>	<u>\$ 1,423,461</u>	<u>\$ 1,627,025</u>

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, 2020

Net Change in Fund Balances - Total Governmental Funds	\$	616,217
<p>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 of depreciation, in the current year.</p>		
		(7,929)
<p>Repayments of lease principal are expenditures in the governmental funds, but the repayments reduce long-term liabilities in the Statement of Net Position.</p>		
		<u>6,848</u>
Change in Net Position of Governmental Activities	\$	<u><u>615,136</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, 2020

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Taxes				
Property	\$ 535,630	\$ 535,630	\$ 535,282	\$ (348)
Gas	100	100	138	38
Communications	30,000	30,000	15,190	(14,810)
Licenses and permits	1,168,700	1,168,700	2,401,877	1,233,177
Impact fees	57,100	57,100	-	(57,100)
Franchise fees	267,900	267,900	254,905	(12,995)
Charges for services	86,600	86,600	76,625	(9,975)
Fines and forfeitures	-	-	1,370	1,370
Developer contributions	1,958,269	1,958,269	625,000	(1,333,269)
Investment earnings	-	-	638	638
Miscellaneous revenues	2,401	2,401	10,044	7,643
Total Revenues	<u>4,106,700</u>	<u>4,106,700</u>	<u>3,921,069</u>	<u>(185,631)</u>
Expenditures				
Current:				
General government	3,159,200	3,159,200	3,293,104	(133,904)
Public safety	677,000	677,000	650,451	26,549
Physical environment	114,500	114,500	84,171	30,329
Culture/recreation	50,000	50,000	-	50,000
Capital outlay	106,000	106,000	-	106,000
Debt Service				
Principal	-	-	6,848	(6,848)
Interest	-	-	3,366	(3,366)
Total Expenditures	<u>4,106,700</u>	<u>4,106,700</u>	<u>4,037,940</u>	<u>68,760</u>
Net change in fund balances	-	-	(116,871)	(116,871)
Fund Balances - October 1, 2019	<u>170,434</u>	<u>320,434</u>	<u>320,435</u>	<u>1</u>
Fund Balances - September 30, 2020	<u>\$ 170,434</u>	<u>\$ 320,434</u>	<u>\$ 203,564</u>	<u>\$ (116,870)</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
For the Year Ended September 30, 2020

	<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	\$ 736,863	\$ 586,863
Investment earnings	-	-	6,775	6,775
Total Revenues	<u>150,000</u>	<u>150,000</u>	<u>743,638</u>	<u>593,638</u>
Expenditures				
Current:				
General government	<u>150,000</u>	<u>150,000</u>	<u>10,550</u>	<u>139,450</u>
Net change in fund balances	-	-	733,088	733,088
Fund Balances - October 1, 2019	<u>493,057</u>	<u>493,057</u>	<u>690,373</u>	<u>197,316</u>
Fund Balances - September 30, 2020	<u><u>\$ 493,057</u></u>	<u><u>\$ 493,057</u></u>	<u><u>\$1,423,461</u></u>	<u><u>\$ 930,404</u></u>

See accompanying notes to financial statements.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2020

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 will be 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, 2020

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, 2020

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 Fund – The Special Revenue Fund accounts for the housing assistance program of the City.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2020

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, 2020

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, 2020, the City's bank balance was \$1,780,057 and the carrying value was \$1,758,416. 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, 2020

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, 2020 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, 2020.

NOTE C – LOANS RECEIVABLE

The activity of loans receivable is as follows:

Beginning balance, October 1, 2019	\$	67,696
Mortgages issued		80,000
Loan repayment		(8,000)
Amortized forgiveness of mortgages		(10,550)
Ending Balance, September 30, 2020	\$	129,146

NOTE D – CAPITAL ASSETS

	Balance 10/1/2019	Additions	Deletions	Balance 9/30/2020
<u>Governmental Activities:</u>				
Capital assets				
Land and improvements	\$ 976,400	\$ -	\$ -	\$ 976,400
Equipment	39,646	-	-	39,646
Total Capital Assets	1,016,046	-	-	1,016,046
Less accumulated depreciation for:				
Equipment	(6,608)	(7,929)	-	(14,537)
Governmental Activities Capital Assets	\$ 1,009,438	\$ (7,929)	\$ -	\$ 1,001,509

Current year depreciation of \$7,929 was charged to general government.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2020

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, 2020, the City held equipment under capital lease of \$39,646, with accumulated depreciation of \$14,537. 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, 2020 were as follows:

Year Ending September 30,	Amount
2021	\$ 10,214
2022	10,214
2023	10,214
2024	1,703
Total minimum lease payments	32,345
Less: amount representing interest	(5,071)
Present value of minimum lease payments	\$ 27,274

NOTE F – 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 G – 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.

City of Westlake, Florida
NOTES TO FINANCIAL STATEMENTS
September 30, 2020

NOTE H – OPERATING LEASES

The City entered into a lease agreement for a copier machine. The lease term is 51 months and \$3,782 was recognized as an expense in 2020. The future minimum payments on the lease are as follows:

<u>Year Ending September 30,</u>	<u>Payments</u>
2021	\$ 10,132
2022	10,132
2023	630
Total	<u>\$ 20,894</u>



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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

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, 2020, and the related notes to the financial statements, and have issued our report thereon dated May 4, 2021.

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

May 4, 2021



Berger, Toombs, Elam, Gaines & Frank

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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, 2020, and have issued our report thereon dated May 4, 2021.

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 May 4, 2021, 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, 2020.

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 not note any such findings.

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

May 4, 2021



Berger, Toombs, Elam, Gaines & Frank

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INDEPENDENT ACCOUNTANT'S 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, 2020. 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, 2020.

*Berger Toombs Elam
Gaines + Frank*

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

May 4, 2021

File Attachments for Item:

A. Palm Beach County Fire Rescue Office - Monthly Report: May

Submitted By: Anthony Tozzi, District Chief

For Informational Purposes Only



6/1/2021

Palm Beach County Fire Rescue

Westlake Response Time Report

20210501 to 20210531

Event #	Station	Sit Disp	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:														
F21077940	22	Medical	SEA GLASS WAY WLK	05/01/2021	19:51:10	19:51:36	19:51:42	19:52:17	19:56:40	20:45:05	0:00:32	0:00:35	0:04:23	0:05:30
F21078960	22	Medical	RAIN LILLY WAY WLK	05/03/2021	12:06:13	12:06:54	12:07:05	12:07:11	12:12:31	12:57:53	0:00:52	0:00:06	0:05:20	0:06:18
F21081226	22	Medical	SEMINOLE PRATT WHITNEY RD/TOWN CENTE	05/06/2021	21:12:02	21:12:14	21:12:22	21:12:57	21:14:53	21:31:06	0:00:20	0:00:35	0:01:56	0:02:51
F21087860	22	Medical	WHIPPOORWILL CIR WLK	05/17/2021	12:27:11	12:27:33	12:27:41	12:28:01	12:33:13	13:19:02	0:00:30	0:00:20	0:05:12	0:06:02
F21088803	22	Medical	WHIPPOORWILL CIR WLK	05/18/2021	22:02:01	22:02:42	22:02:45	22:03:37	22:07:51	23:01:19	0:00:44	0:00:52	0:04:14	0:05:50
F21090054	22	Medical	RAIN LILLY WAY WLK	05/20/2021	23:50:50	23:51:12	23:51:19	23:52:08	23:57:31	00:22:43	0:00:29	0:00:49	0:05:23	0:06:41
F21091779	22	Medical	QUAILBERRY CT WLK	05/23/2021	19:25:05	19:25:26	19:25:36	19:26:16	19:30:34	20:10:41	0:00:31	0:00:40	0:04:18	0:05:29
F21093907	22	Medical	JASMINE LN WLK	05/27/2021	08:02:23	08:02:41	08:02:47	08:03:32	08:09:17	08:24:14	0:00:24	0:00:45	0:05:45	0:06:54
Average Response Times:											0:00:33	0:00:35	0:04:34	0:05:42
Non Emergency Calls:														
F21081808	22	Fire Alarm	GOLDFINCH CIR WLK	05/07/2021		19:27:04	19:27:09	19:27:51	19:34:46	19:41:54	0:00:30	0:00:42	0:06:55	0:08:07
F21095946	22	Fire Alarm	WHIPPOORWILL CIR WLK	05/30/2021		13:42:44	13:42:50	13:43:30	13:48:51	13:51:35	0:00:31	0:00:40	0:05:21	0:06:32
Corrupt Data:														
F21077609	22	Medical	TOWN CENTER PKWY S WLK	05/01/2021		11:04:01	11:04:05		11:04:05	11:16:32	Empty Time Fields			
F21079092	22	HazMat	TOWN CENTER PKWY S WLK	05/03/2021		15:45:32	15:45:45	15:51:11	15:45:45	17:52:31	Enroute Time is greater than Oncene Time			
F21080857	22	Medical	SUNFLOWER CT WLK	05/06/2021		11:36:33	11:41:16	11:41:34		11:46:00	Empty Time Fields			
F21090486	22	Fire Alarm	JASMINE LN WLK	05/21/2021		17:35:38	17:35:44	17:36:41		17:40:03	Empty Time Fields			
Total number of Events:		<u>14</u>												

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



6/1/2021

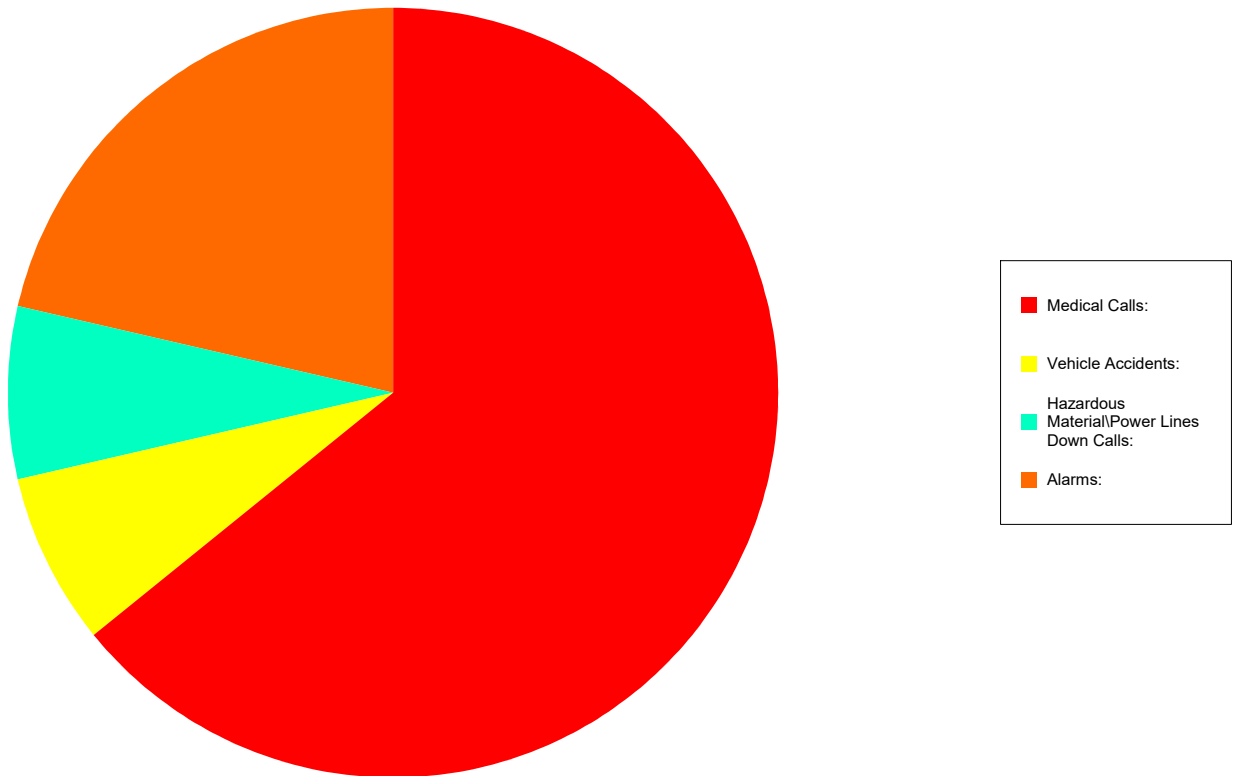
Palm Beach County Fire Rescue

Westlake - # of Calls by Type

20210501 to 20210531

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	9
Vehicle Accidents:	1
Hazardous Material\Power Lines	1
Alarms:	3
Total number of Events:	<u>14</u>

Calls by Situation Dispatched



File Attachments for Item:

B. Palm Beach County Sheriff's Office - Monthly Report: May

Submitted By: Captain Craig Turner

For Informational Purposes Only

District 18 City of Westlake Monthly Report: May 2021



Calls for Service	Monthly
Business/Residence Checks	1,976
Traffic Stops	45
Calls for Service (Excluding 1061's)	172
All CAD Calls – Total*	2,148

Traffic Summary	Monthly
Warnings (Written and Verbal)	50
Citations	9
Total	59

Data Source: Motorola Premier 1
*Omit Miscellaneous Calls

Summary: During the month of May, there were 2,148 generated calls within the district. 94% of these calls were self-initiated.

Crimes	Monthly
Homicide	0
Robbery	0
Sexual Assault	0
Shooting	0
Stabbing	0
Burglary- Business	0
Burglary- Construction	0
Burglary- Residential	0
Burglary- Vehicle	0
Larceny	0
Motor Vehicle Theft	0
Motor Vehicle Recovery	0
Vandalism	0
Fire	0
Total	0