

CITY OF WESTLAKE



SEMINOLE IMPROVEMENT DISTRICT



JOINT MEETING AGENDA

City of Westlake and Seminole Improvement District Joint Meeting
Wednesday, October 07, 2020 at 6:30 PM

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

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

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

Meeting ID: 132 518 9597 | 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: 132 518 9597

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

DISTRICT BOARD:

Scott Massey, President
Dennis Church – Seat 1
Mike Shuping – Seat 3

CITY STAFF:

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

DISTRICT STAFF:

Ken Cassel, District Manager
Robert Diffenderfer, Esq., District Attorney

CALL TO ORDER

ROLL CALL - CITY OF WESTLAKE

ROLL CALL - SEMINOLE IMPROVEMENT DISTRICT

PLEDGE OF ALLEGIANCE

JOINT MEETING AGENDA

- A.** Joint Stormwater Presentation from City and SID engineering
Submitted By: Administration
- B.** City/SID Intergovernmental Relationships and Areas of Responsibility and Authority - City
Submitted By: Kenneth Cassel, City Manager
- C.** City/SID Intergovernmental Relationships and Areas of Responsibility and Authority - SID
Submitted By: Kenneth Cassel, City Manager

CITY COUNCIL COMMENTS

DISTRICT BOARD COMMENTS

CITY ATTORNEY COMMENTS

DISTRICT ATTORNEY COMMENTS

CITY MANAGER COMMENTS

PUBLIC COMMENTS

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. When you are called to speak, please state your name and address for the record.

ADJOURNMENT

Next Meeting (Subject to Change or be Cancelled): **Regular City Council Meeting - October 12, 2020**

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

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

AGENDA POSTED: September 30, 2020

File Attachments for Item:

Joint Stormwater Presentation from City and SID engineering

Submitted By: Administration



Meeting Agenda Item Coversheet

MEETING DATE:		October 7, 2020	Submitted By: Administration	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Joint Stormwater Presentation from City and SID engineering		
STAFF RECOMMENDATION: (MOTION READY)		Presentation – No action from Council		
SUMMARY and/or JUSTIFICATION:		Presentation from Engineering to explain the stormwater reviews of the City and SID. Presentation will be sent out later as it was still being developed based on the meeting of September 28 th .		
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>	Stormwater Presentation by Engineering			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(if Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank) Please keep text indented.</i>	<p style="text-align: center;"><Enter Short Resolution/Ordinance Title Here></p> <p style="text-align: center;"><ENTER FULL RESOLUTION/ORDINANCE TITLE HERE></p>			
FISCAL IMPACT (if any):				\$

File Attachments for Item:

B. City/SID Intergovernmental Relationships and Areas of Responsibility and Authority - City

Submitted By: Kenneth Cassel, City Manager

Section 1. - Short title

This, together with any future amendments thereto, shall be known and may be cited as the "City of Westlake Charter," hereinafter referred to as "the Charter."

Section 2. - Legislative intent

The electors of the City of Westlake hereby find and declare that:

- A. The Westlake area in Palm Beach County includes a compact and contiguous community of interest susceptible to urban services, and constitutes a community amenable to separate municipal government.
- B. It is in the best interests of the public health, safety, and welfare of the residents of the Westlake area to form a separate municipality for the Westlake area with all the powers and authority necessary to provide adequate and efficient municipal services to its residents.
- C. It is intended that this Charter and the incorporation of the Westlake area will provide residents with greater control over the theme, design and ambiance of the overall community.
- D. It is the intent of this Charter and the incorporation of the Westlake area that innovative public-private partnerships be set as the guiding principal for implementation of infrastructure improvements and economic development within the City.

Section 3. - Incorporation of municipality; corporate limits

There is hereby created, effective upon certification of the results of the incorporation referendum held pursuant to section 165.0615, Fla. Stat., in Palm Beach County, a new municipality to be known as the City of Westlake, which shall have a council-manager form of government. The corporate boundaries of the City of Westlake, hereinafter referred to as "City," are described as follows:

All of Sections 1 and 2, that part of Section 3 situated Southerly and Eastwardly of the Canal "M" right of way, and Section 12 except the East Half (E ½) of the Southeast Quarter (SE ¼) thereof, all in Township 43 South, Range 40 East.

All of Sections 5 and 6, the North Half (N ½) of Section 7 and the North Half (N ½) of Section 8, Township 43 South, Range 41 East.

All in the County of Palm Beach, State of Florida.

Section 4. - Municipal powers; form of government

The City shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the City that the municipal government established herein have the broadest exercise of home rule powers permitted under the State Constitution and laws of the state. The powers of the City shall be liberally construed in favor of the City. The City shall have a council-manager form of government.

Section 5. - Transitional Council

At least two (2) members of the City Council shall be residents of Palm Beach County. Until the first elections shall be held under the provisions of this Charter, and until their successors shall be elected and qualified

Mayor	Roger Manning
Seat 1	John Stanavitch
Seat 2	Kara Crump
Seat 3	Philip Everett
Seat 4	Anthony Fritz

are hereby appointed as and to be Mayor and members of the City Council and shall constitute the first City Council thereof.

Section 6. – First Elections

The selection of members of the City Council shall be by groups to be known as Seats 1, 2, 3 and 4. At the first annual election to be held in March, 2020, Councilmen in Seats 1 and 3 shall be elected to a four-year term, and every four years thereafter Councilmen shall be elected in said seats for a 4-year term. At the election to be held in March, 2022 the Mayor and Councilmen in Groups 2 and 4 shall be elected to a 4-year term every four years thereafter the Mayor and Councilmen in said groups shall be elected to four year terms.

Section 7. – Oath of Office

Each person appointed or elected as a member of the City Council of said municipality, before entering upon the discharge of the duties of the office, shall take and subscribe the following oath before some officer authorized to administer oaths under the laws of the State of Florida: "I do solemnly swear (or affirm) that I will support and protect and defend the Constitution and government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same; and that I am entitled to hold office under the Constitution of the United States and the Constitution and Laws of the State of Florida, and that I will faithfully perform all the duties of the office of [Mayor] [Councilman] of City of Westlake, Florida, upon which I am about to enter, so help me God." This oath may be spread upon the minutes of the City Council.

Section 8. - City Council

A. *City council; composition; qualifications of councilmembers.*

1. There shall be a five-member City council, consisting of a mayor and four councilmembers each elected from and representing the City at large.
2. There shall be five separate seats to be designated as mayor, seat 1, seat 2, seat 3, and seat 4. Candidates must qualify for mayor and council elections by seat, and the councilmembers elected to those seats shall hold the seat of mayor and seats 1 through 4, respectively.
3. To qualify for office:
 - a. Each candidate for the office of City council shall be a registered voter in the State of Florida and a resident of the City.
 - b. At the time of qualification, each candidate for mayor or a council seat shall have maintained his or her domicile within the boundaries of the City for a period of one year before qualifying and, if elected, shall maintain such residency throughout his or her term of office. Candidates for office shall qualify as provided in section 8.C.

B. *Term of office.* The term of office for mayor and councilmembers shall be four years. The mayor and each councilmember, including any member of the Transitional Council, shall remain in office until a successor is elected and assumes the duties of the position, except as otherwise provided herein. The office of mayor and the office of council member shall be considered separate offices for purposes of this section.

C. *The mayor; powers and duties*

1. One member of the council shall be the mayor, who shall be elected to the office in the manner provided in section 8.A of this Charter,

except as provided in this article for the filling of a vacancy in the office of mayor. The mayor shall have the same legislative powers and duties as any other councilmember, except as provided in section 8.C.2.

2. In addition to carrying out the regular duties under section 8.C.1., the mayor shall preside at the meetings of the council and shall be recognized as the head of City government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents. The mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City council, consistent with general or special law.

D. *The vice-mayor.*

1. The City council, at its first regular meeting after the fourth Tuesday of each March, shall elect from its membership a vice-mayor who shall serve at the pleasure of the City council and who shall have the same legislative powers and duties as the mayor or any other councilmember.
2. The vice-mayor shall serve as acting mayor during the absence or disability of the mayor. In the absence of the mayor and the vice-mayor, the remaining councilmembers shall select a councilmember to serve as acting mayor.

E. *Compensation and expenses.*

1. The Transitional Council as elected pursuant to section 5 shall be compensated at the rate of \$3,400 per month for as long as they remain in office including any holdover terms, and shall be entitled to receive reimbursement in accordance with Florida Statutes for authorized travel and per-diem expenses incurred in the performance of their official duties. The Transitional Council may not elect to provide for an increase in compensation by ordinance.
2. The Mayor and City councilmembers appointed in Section 6 or any election thereafter shall be compensated at the rate of \$1,000 per month, and shall be entitled to receive reimbursement in accordance with Florida Statutes for authorized travel and per-diem expenses incurred in the performance of their official duties. The City council may not elect to provide for an increase in compensation by ordinance.

F. *General powers and duties of council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be

vested in the council. The council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

G. *Vacancies; forfeiture of office; suspension; filling of vacancies.*

1. *Vacancies.* A vacancy in the office of mayor or any councilmember shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office which creates dual office holding, judicially determined incompetency, or forfeiture of office as described in section 8.G.2.
2. *Forfeiture of office.* The mayor or any councilmember shall forfeit his or her office upon determination by the council, acting as a body, at a duly noticed public meeting that he or she:
 - a. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
 - b. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;
 - c. Is convicted of a first-degree misdemeanor arising directly out of his or her official conduct or duties, or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;
 - d. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
 - e. Is absent from three consecutive regular council meetings without justifiable reason, or for any other reason established in this Charter.
3. *Suspension from office.* The mayor or any councilmember shall be suspended from office upon return of an indictment or issuance of any information charging the mayor or any councilmember with any crime which is punishable as a felony or with any crime arising out of his or her official duties which is punishable as a first degree misdemeanor. Pursuant thereto:
 - a. During the period of suspension, the mayor or any councilmember shall not perform any official act, duty, or function, or receive any pay, allowance, emolument, or privilege of office.

- b. If the mayor or any councilmember is subsequently found not guilty of the charge, or if the charge is otherwise dismissed, reduced, or altered in such a manner that suspension would no longer be required as provided herein, the suspension shall be lifted and the mayor or any councilmember shall be entitled to receive full back pay and such other emoluments or allowances as he or she would have been entitled to had the suspension not occurred.

4. *Filling of vacancies.*

- a. If a vacancy occurs in the office of mayor, and less than 180 days remain in the term of the mayor, then the vice-mayor shall serve as mayor until a new mayor is elected and assumes the duties of his or her office. If a vacancy occurs in the office of mayor and 180 days or more remain in the term of the mayor, then the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term.
- b. If any vacancy occurs in the office of any councilmember and the remainder of the unexpired term is less than 2 years and 81 days, the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term. If, however, the remainder of the unexpired term exceeds 2 years and 81 days, the remaining councilmembers shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy until the next regularly scheduled City election.
- c. Other than for a vacancy occurring in the Transitional Council, any person appointed to fill a vacant seat on the council shall be required to meet the qualifications of the seat to which he or she is appointed.

H. *City council meetings.* The council shall conduct regular meetings at such times and places as the council shall prescribe by resolution. Such meetings shall be public meetings within the meaning of F.S. § 286.011 and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:

1. Special meetings may be held at the call of the mayor, or in his or her absence, at the call of the vice-mayor. Special meetings may also be called upon the request of a majority of the council members. Unless of an emergency nature, the person or persons calling such a meeting shall provide not less than 72 hours' prior notice of the meeting to the public.
 2. The elected or re-elected mayor and councilmembers shall be inducted into office at the first regularly scheduled meeting following certification of their election.
 3. A majority of the council shall constitute a quorum. No action of the council shall be valid unless adopted by an affirmative vote of the majority of the councilmembers in attendance, unless otherwise provided by law. All actions of the City council shall be by ordinance, resolution, or motion.
- I. *City records.* The council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the council, and the same shall at all times be a public record. The council shall further maintain a current codification of all ordinances. Such codification shall be printed and shall be made available for distribution to the public on a continuing basis. All ordinances or resolutions of the council shall be signed by the mayor, or vice-mayor in the absence or disability of the mayor, or by the acting mayor in the absence or disability of both the mayor and the vice-mayor, and attested to by the City clerk.
 - J. *Adoption of codes.* The council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance and may amend the code in the adopting ordinance or later amendatory ordinance. The procedures and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally, except that:
 1. Requirements regarding distribution and filing of copies of the ordinance shall not be construed to require distribution and filing of copies of the adopted code of technical regulations, except as provided in Section 8.J.2.
 2. A copy of each adopted code of technical regulations, as well as of the adopting ordinance, shall be authenticated and recorded by the City clerk.
 - K. *Limitation of employment of councilmembers.* Neither the mayor nor any councilmember shall be in the employment of the City while in office, nor shall any former mayor or councilmember be employed by the City until after the expiration of one year from the time of leaving office.
 - L. *Noninterference by City council.* Except for the purposes of inquiry and information, the mayor and councilmembers are expressly prohibited from interfering with the performance of the duties of any employee of the City

government who is under the direct or indirect supervision of the City manager or City attorney. Such action shall be malfeasance within the meaning of Sections 112.317 and 112.51, Florida Statutes.

Section 9. - Budget and Appropriations

- A. *Fiscal year.* The City shall have a fiscal year which shall begin on October 1 of each year and end on September 30 of the succeeding year.
- B. *Budget adoption.* The council shall by resolution adopt a budget on or before the 30th day of September of each year, following a minimum of two public hearings on the proposed budget. A resolution adopting the annual budget *shall* constitute appropriation of the amounts specified therein as expenditures from funds indicated.
- C. *Appropriation amendments during the fiscal year.*
 - 1. *Supplemental appropriations.* If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the council by resolution may make supplemental appropriations for the year in an amount not to exceed such excess.
 - 2. *Reduction of appropriations.* If, at any time during the fiscal year, it appears probable to the City manager that the revenues available will be insufficient to meet the amount appropriated, the City manager shall report same to the council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly.
 - 3. *Limitations; effective date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated, or by more than the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

Section 10. - Charter Officers

- A. *Designation.* The City manager and the City attorney are designated as Charter officers; the offices of City manager or City attorney shall be contracted to a qualified individual or firm as to the former or an attorney or law firm as to the latter and shall not be City employees.
- B. *Appointment; removal; compensation; filling of vacancies.*

1. The Charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.
 2. The Charter officers shall be removed from office only by a majority vote of the full council. Upon demand by a Charter officer, a public hearing shall be held prior to such removal.
 3. The compensation of the Charter officers shall be fixed by the City council.
 4. The City council shall begin the process to fill a vacancy in a Charter office within 90 days after the vacancy occurs. An acting City manager or an acting City attorney may be appointed by the council during a vacancy in such Charter office.
 5. The Charter officers shall not be a candidate for City council while holding their Charter officer position.
- C. *City manager.* The City manager shall be the chief administrative officer of the City.
1. *Qualifications.* The City manager shall be selected on the basis of experience, expertise, and executive and administrative qualifications as determined by the City council.
 2. *Powers and duties.* The City manager shall:
 - a. As the chief administrative officer of the City, direct and supervise the administration of all departments, offices, and agencies of the City, except the offices of City attorney, and except as otherwise provided by this Charter or by law.
 - b. Appoint, suspend, or remove any employee of the City or appointive administrative officer provided for, by, or under this Charter, except the office of City attorney, and except as may otherwise be provided by law, this Charter, or personnel rules adopted pursuant to the Charter. The City manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
 - c. Ensure that all laws, provisions of this Charter, and acts of the council are faithfully executed.

- d. Prepare and submit the annual budget, and capital program to the council in the form prescribed by ordinance.
- e. Attend meetings of the City council.
- f. Draw and sign vouchers upon depositories as provided by ordinance, and keep, or cause to be kept, a true and accurate account of same.
- g. Sign all licenses issued by the City, and issue receipts for all moneys paid to the City, and deposit said moneys in the proper depositories on the first banking day after receipt. The City manager may delegate the responsibilities of this subparagraph to appropriate City personnel who shall be bonded.
- h. Provide administrative services in support of the official duties of the mayor and the council.
- i. Keep the council advised as to the financial condition and future needs of the City and make recommendations to the council concerning the affairs of the City.
- j. Submit to the council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
- k. Sign contracts on behalf of the City to the extent authorized by ordinance.
- l. Perform such other duties as are specified in this Charter or as may be required by the council.

D. *City attorney.* The City attorney shall be the chief legal officer of the City.

- 1. *Qualifications.* The City attorney shall be a member of The Florida Bar in good standing.
- 2. *Powers and duties.* The City attorney:
 - a. Shall serve as chief legal advisor to the City council, the Charter officers, and all City departments, offices and agencies.
 - b. May hire such assistants as may be required, when approved by the City council.

- c. Shall attend City council meetings unless excused by the City council, and shall perform such professional duties as may be required by law or by the council in furtherance of the law.
- d. Shall prepare an annual budget for the operation of the office of the City attorney and shall submit this budget to the City manager for inclusion in the annual City budget, in accordance with uniform City procedures.

Section 11. - Elections

- A. *Electors*: Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.
- B. *Nonpartisan elections*. All elections for the City councilmembers shall be conducted on a nonpartisan basis without any designation of political party affiliation.
- C. *Qualifying for office*. Any resident of the City who wishes to become a candidate for a City elective office shall qualify with the City clerk no sooner than noon on the last Tuesday in January nor later than noon on the second Tuesday in February of the year in which the election is to be held.
- D. *Schedule for general elections*. The regular City election shall be the second Tuesday in March of each election year. Such City elections shall be general City elections. In the event no candidate for an office receives a minimum of Fifty (50%) percent of the votes cast for said office, then a second election shall be held on the fourth Tuesday in March.
- E. *Schedule for other elections*.
 - 1. An election to fill the remainder of an unexpired term shall be held as provided in section 11.D.
 - 2. Special municipal elections shall be held in the same manner as regular elections, except that the City council, by ordinance, shall fix the time for holding of such elections.
- F. *Determination of election to office*. If only one candidate qualifies for an office, said candidate shall be deemed to be elected. If two or more candidates qualify for an office, the names of those candidates shall be placed on the ballot at the general election. In every election to any office the candidate receiving the highest percentage of the vote equal to or in excess of fifty (50%) percent of the votes validly cast for that office shall be declared elected. If in any election no candidate receives a minimum of fifty (50%) percent of the votes validly cast for that office, then the two

candidates for the office receiving the highest vote in the general election shall run again in election, provided that:

1. If more than two candidates for an office receive an equal and highest number of votes, the name of each candidate shall be placed on the second election ballot.
 2. In any contest in which there is a tie for second place, the name of the candidate placing first and the name of each candidate tying for second shall be placed upon the second election ballot. The candidate receiving the highest number of votes cast for the office in the second election shall be elected to such office. If the vote at the second election results in a tie, the outcome shall be determined by lot.
- G. *City canvassing board.* The City canvassing board shall be composed of those members of the City council who are not candidates for reelection and the City clerk, who shall act as chairperson. At the close of the polls of any City election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chairperson and shall proceed to publicly canvass the vote as shown by the returns then on file in the office of the City clerk, and then shall publicly canvass the absentee elector ballots. The canvassing board shall prepare and sign a certificate containing the total number of votes cast for each candidate or other measure voted upon. The certificate shall be placed on file with the City clerk.
- H. *Recall of City councilmembers.* Any member of the City council may be removed from office by the electors of the City following the procedures for recall established by general law.

Section 12. - Transition Schedule

- A. *Creation and establishment of City.* For the purpose of compliance with F.S. § 200.066, relating to assessment and collection of ad valorem taxes, the City is hereby created and established effective upon certification of the results of the referendum election held pursuant to section 165.0615, Fla. Stat.
- B. *First year expenses.* The City council, in order to provide moneys for the expenses and support of the City, shall have the power to borrow money necessary for the operation of City government until such time as a budget is adopted and revenues are raised in accordance with the provisions of this Charter.
- C. *Transitional ordinances and resolutions.* The City council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting may be passed as emergency ordinances. These transitional ordinances, passed as emergency ordinances, shall be effective for no longer than 90 days after adoption,

and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.

D. *Transitional comprehensive plan and land development regulations.*

1. Until such time as the City adopts a comprehensive plan, the applicable provisions of the Comprehensive Plan of Palm Beach County, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority to administer shall thereafter be vested in the City Council of Westlake which shall be deemed the local planning agency until the council establishes a separate local planning agency. Nothing in this Charter will divest any landowner in the City of development rights under existing zoning and land use approvals
2. All powers and duties of the planning commission, zoning authority, any boards of adjustment, and the County Commission of Palm Beach County, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council until such time as the City council delegates all or a portion thereof to another entity.
3. Subsequent to the commencement of the City's corporate existence, no amendment of the comprehensive plan or land development regulations enacted by the Palm Beach County Commission shall be deemed as an amendment of the City's transitional comprehensive plan or land development regulations or otherwise take effect within the City's corporate limits unless approved by the City council.

E. *State shared revenues.* The City of Westlake shall be entitled to participate in all shared revenue programs of the State of Florida effective immediately on the date of incorporation. Initial population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research. Should the bureau be unable to provide an appropriate population estimate, the Palm Beach County Planning Division estimate should be utilized.

F. *Gas tax revenues.* The City of Westlake shall be entitled to receive local option gas tax revenues beginning as provided by law. The amount of said revenues distributed to the City of Westlake shall be determined pursuant to Ordinance [No.] 86-23 of Palm Beach County.

Section 13. - Continuation, Merger, and Dissolution of Existing Districts

- A. *Palm Beach County Fire Rescue Municipal Service Taxing Unit; continuation.* Notwithstanding the incorporation of the City, that portion of the Palm Beach County Fire Rescue Municipal Service Taxing Unit, a special taxing district created by the Palm Beach County Commission that lies within the boundaries

of the City, is authorized to continue in existence, until the City adopts an ordinance to the contrary. The City shall not establish a City fire department without a referendum.

- B. *Law enforcement.* Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the City adopts an ordinance to the contrary. The City shall not establish a City police department without a referendum.
- C. *Palm Beach County Library Taxing District; continuation.* Notwithstanding the incorporation of the City, that portion of the Palm Beach County Library Taxing District, a dependent district of Palm Beach County created by Laws of Fla., ch. 67-1869, as amended, that lies within the boundaries of the City, is authorized but not required to continue in existence.
- D. *Palm Beach County Municipal Service Taxing Unit A.* That portion of Palm Beach County Municipal Service Taxing Unit A, alternatively known as MSTU 1, a dependent district of Palm Beach County created by the Palm Beach Commission that lies within the boundaries of the City, shall cease to exist within the municipal boundaries of the City on the effective date of incorporation.
- E. *Seminole Improvement District continuation and transfer.* The Seminole Improvement District, an independent special district created by a special act of the Legislature, shall become a dependent district of the City of Westlake on the earlier to occur of thirty (30) years after the effective date of this Charter, or the date mutually agreed to by the City and the District (the "Transition Date"). All special acts of the Seminole Improvement District shall become Ordinances of the City of Westlake on the Transition Date.
 - 1. Effective on the Transition Date, the assets, liabilities, and written contracts of the Seminole Improvement District, including all rights, obligations, duties and relationships now existing by law or agreement, shall be unaffected and shall remain in full force and effect and shall be those of the district as a dependent district of the City of Westlake. All rights, obligations, duties, and relationships now existing by law or agreement shall remain in full force and effect and shall be those of the district as a dependent district of the City. All rights, claims, actions, orders, and all contracts of the special district and all legal or administrative proceedings involving the district shall continue in full force and effect under the jurisdiction of the district as a dependent district of the City.
 - 2. Effective on the Transition Date, at 7 p.m., the terms of office of the Board of Supervisors of the Seminole Improvement District shall terminate, and the City councilmembers of the City of Westlake shall assume the duties and responsibilities of the Board of Supervisors.

3. To the extent not inconsistent with this Charter, all resolutions and policies of the Seminole Improvement District shall remain in effect until amended, revised, or repealed by the City council.
 4. Additional provisions which are necessary to effect this transition and to provide for the operation of the Seminole Improvement District as a dependent district of the City shall be adopted by ordinance.
- F. *Non-Duplication of Services.* The City shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District at any time prior to the Transition Date. This provision does not impair the ability of the City to contract for fire rescue or law enforcement services as provided in Sections 13.A and 13.B, above.
- G. *Non-Duplication of Regulatory Programs.* The City shall not adopt any ordinance governing an activity which is subject to review or permitting by a state or federal regulatory program.

Section 14. - General Provisions

- A. *Charter amendments.* This Charter may be amended in accordance with the provisions for Charter amendments as specified in the Municipal Home Rule Powers Act, F.S. ch. 166, as the same may be amended from time to time, or its successor, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.
- B. *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City council shall, no later than 6 months from the effective date of incorporation, establish by ordinance a code of ethics for officials and employees of the City which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law. The intent of this provision of the Charter is to require more stringent standards than those provided under general law.

Section 15. - Severability

If any provisions of this Charter, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this which can be given effect without the invalid provision or application, and to this end the provisions of this Charter are declared severable.

Section 16. - Effective Dates

This Charter shall take effect only upon its approval by a majority vote of those qualified electors residing within the proposed corporate limits of the

proposed City of Westlake voting in a referendum election to be held on June 20, 2016, in accordance with the provisions of law relating to elections currently in force.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF WESTLAKE
AND THE
SEMINOLE IMPROVEMENT DISTRICT**

**REGARDING THE PROVISION OF CERTAIN SERVICES, INFRASTRUCTURE, AND
PUBLIC FACILITIES IN THE CITY OF WESTLAKE AND
FOR ASSURANCE OF NON-DUPLICATION OF SERVICES**

February, 2018

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTLAKE AND THE
SEMINOLE IMPROVEMENT DISTRICT REGARDING THE PROVISION OF
CERTAIN SERVICES, INFRASTRUCTURE, AND PUBLIC FACILITIES IN THE CITY
OF WESTLAKE AND FOR ASSURANCE OF NON-DUPLICATION OF SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the 14 day of Feb, 2018, by and between the City of Westlake, a political subdivision of the State of Florida whose address is 4001 Seminole Pratt Whitney Road, Westlake, FL 33470 (“Westlake”) and the Seminole Improvement District, a Florida Independent Special Taxing District, whose address is 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470 (“SID”). In this Agreement, Westlake and SID may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the “Act”) authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Westlake was incorporated June 20, 2016 through an elector-initiated incorporation and is possessed of full home rule powers pursuant to Article VIII, Section 2 of the Florida Constitution; Chapter 166, Florida Statutes; and the City of Westlake Municipal Charter (“Charter”); and

WHEREAS, SID exists as an independent special taxing district and political subdivision created by Special Act of the Florida Legislature, Chapter 2000-431, Laws of Florida (“Enabling Act”), a copy of which is attached hereto and incorporated herein as Exhibit A, and possesses certain powers enumerated thereunder and pursuant to Chapters 189 and 298, Florida Statutes; and

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

WHEREAS, the geographic boundaries of SID are coextensive with the geographic boundaries of Westlake; and

WHEREAS, the Parties agree that SID currently provides all services and facilities, and exercises all powers permitted by the Enabling Act and Florida Statutes that are currently necessary within the SID boundaries; and

WHEREAS, pursuant to the elector-initiated incorporation, SID will become a dependent special district on a certain date (“Transition Date”) at which point in time all SID assets, facilities, and infrastructure will transfer to the City of Westlake as a matter of law; and

WHEREAS, SID has an adopted Water Control Plan (“Plan”) governing certain enumerated facilities and services; and

WHEREAS, SID has entered into an interlocal agreement with Palm Beach County Regarding Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater, and Reclaimed Water Service Areas, dated April 18, 2006, a copy of which is attached hereto as Exhibit B; and

WHEREAS, SID has entered into an interlocal agreement with Palm Beach County for Purchase and Sale of Bulk Reclaimed Water dated April 20, 2010, a copy of which is attached hereto as Exhibit C; and

WHEREAS, SID has existing permits for the entire Service Area including a water use permit from the South Florida Water Management District (“SFWMD”), an environmental resource permit from SFWMD, and a Section 404 Clean Water permit from the U.S. Army Corps of Engineers; and

WHEREAS, SID and Westlake have determined on the basis of mutual advantage and in accordance with geographic, economic, population and other factors influencing the needs and development of properties within the coextensive SID and Westlake boundaries which of the entities may be in the better position to provide the services, facilities and infrastructure discussed in this Agreement; and

WHEREAS, SID and Westlake agree that the procedures and understanding contained in this Agreement are intended to reduce the costs to the Parties, avoid unnecessary duplication of facilities and services, provide for the efficient delivery of services and facilities; increase transparency; provide for accountability; and improve the quality of life for residents; and

WHEREAS, the Charter, a copy of which is attached hereto as Exhibit D, provides in Section 13(F) that Westlake “shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District at any time prior to the Transition Date. This provision does not impair the ability of [Westlake] to contract for fire rescue or law enforcement services;” and

WHEREAS, Westlake and SID are entering into this Agreement pursuant to the Act and in furtherance of the Charter and the Plan; and

WHEREAS, by entering into this Agreement, the Parties have coordinated the efficient planning of services and infrastructure and intend to ensure that public facilities will be available as needed through the term of this Agreement; and

WHEREAS, the Parties wish to memorialize in this Agreement their understandings and intentions as to the provision of services and construction of facilities and to agree to a process for the planning, design, and permitting of such facilities and services; and

WHEREAS, the Parties find that the benefits of this Agreement will accrue to both Parties;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree as follows:

1. **Incorporation.** The recitals above are true and correct and are hereby incorporated herein as if fully set forth.

2. **Effective Date.** This agreement shall become effective on the date the Agreement is filed with the Clerk of the Circuit Court for Palm Beach County.

3. **Definitions.** Words not defined in this Agreement shall have the meaning found in the definitions Section of Chapter 163, Florida Statutes; or, if not defined by this Agreement or the definitions Section of Chapter 163, Florida Statutes, shall be interpreted using their ordinary dictionary definition. In this Agreement, the following words have the following meanings:

- a. "Emergency" means an interruption of water, wastewater, sewer, reclaimed water, or other critical services caused by power failures, acts of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe. This definition of "emergency" does not apply to the phrases "emergency medical services," "emergency meeting," or any other reading of the word that does not logically follow the context.
- b. "Exclusive Provider" means the only entity authorized to provide the relevant service or facility and to charge fees, costs or other monies for such service or facility. The term "Exclusive Provider" shall not be construed to require the entity to generate the service or facility and specifically permits the entity to provide such service or facility after it has purchased the service or facility from another entity,

nor does it prohibit one entity from collecting fees on behalf of another entity under such terms as the Parties may agree

- c. "Governing Body" means the SID Board of Supervisors or the Westlake City Council, in accordance with the most reasonable reading of the word in the context of this Agreement.
- d. "Initiating Party" means a Party who wishes to undertake a project or take an action that falls within the categories listed in Paragraph 16(c) that was not discussed at the Semi-Annual Consultation, who sends a written request to the other Party ("Responsive Party") regarding project consultation under Paragraph 16(b) of this Agreement.
- e. "Manager" means the SID District Manager or the Westlake City Manager in accordance with the most reasonable reading of the word in the context of this Agreement.
- f. "Plan" shall have the same meaning as "Water Control Plan."
- g. "Resident" means any person, business, for-profit or not for profit corporation, government, or other entity that owns or uses property within the Service Area and uses the services or facilities of SID.
- h. "Requesting Party" means the Party desiring the other Party to exercise that other Party's powers or take an action that reasonably falls within the other Party's responsibilities, obligations, or powers under this Agreement.
- i. "Responsible Party" means the Party that is responsible for taking an action pursuant to this Agreement.
- j. "Responsive Party" means the Party who receives the written request for project consultation from the Initiating Party.
- k. "Service Area" means the geographic region of land within the coextensive boundaries of SID and Westlake, as illustrated in Exhibit E.
- l. "Water Control Plan" means the Seminole Improvement District Water Control Plan dated October 13, 2015, as the same may be amended from time to time.

4. Interpretation of Section, Subsection, and Paragraph. For purposes of this Agreement, the terms "section," "subsection," and "paragraph" shall be understood to refer to the material within each part as illustrated below. For this example, "1" shall refer to any Arabic numeral, "a" shall refer to any letter, and "i" shall refer to any Roman numeral. The terms above shall be understood as follows:

- 1 Section
 - a. Subsection

i. Paragraph

5. **Scope.** This Agreement shall apply to all parcels within the Service Area. In the event of a conflict between the terms of this Agreement and any other source concerning the topics herein, the terms of this Agreement shall control.
6. **No Limitation on Powers.** Nothing in this Agreement shall be construed so as to in any way limit SID's lawful exercise of any powers pursuant to the Enabling Act or other applicable law, ordinance, rule, regulation, or code, including but not limited to SID's ability to enter into agreements with any person, firm, corporation or entity for the furnishing by such person, firm, corporation, or entity of any facilities or services SID is authorized to provide, acquire, maintain, or otherwise put into effect. Nothing in this Agreement prohibits or prevents SID from agreeing to allow a developer or contractor to construct or install potable water, wastewater, reclaimed water, irrigation, roadway, drainage, transportation, park, or other infrastructure or facilities and transfer such infrastructure or facilities to SID's ownership and control.

Nothing in this Agreement shall be construed to restrict Westlake's home rule powers, police powers, or Westlake's authority to amend its Comprehensive Plan and make planning, zoning, or other land use decisions.
7. **No Effect on Existing Agreements.** Nothing in this Agreement shall be construed so as to limit, inhibit, cancel, modify, or otherwise affect any existing contracts or agreements between either Party and any other entity or entities that may exist as of the Effective Date of this Agreement.
8. **Water Control Plan Controlling.** The Water Control Plan is hereby incorporated herein by reference as if fully set forth. SID shall have exclusive power concerning any items, projects, plans, intentions, undertakings, or actions provided for in the Water Control Plan, unless otherwise agreed to by the Parties in writing by amendment to this Agreement.
9. **Parks.** SID and Westlake may each plan for the provision of public parks and recreational facilities. SID and Westlake will coordinate the best methods and sources of funding for the planning, acquisition, development, operation, and maintenance of park facilities within Westlake. Westlake shall be responsible for acquisition, development, planning, and designing of park facilities. Westlake may enter into an interlocal agreement with SID for the operation and maintenance of park facilities. Westlake shall evaluate and address funding for operation and maintenance costs in the planning and design phases of park and recreational facilities development in coordination with SID.
10. **Police.** Westlake shall have the sole responsibility to engage, contract for, employ, or otherwise provide all personnel, facilities, assets, funding, equipment, and related items for provision of law enforcement services within the Service Area. Nothing in this Agreement shall be construed to limit or otherwise inhibit Westlake's ability to contract for such

services with any other entity. Nothing in this agreement shall be construed to limit SID's ability to provide public safety measures, including security, guardhouses, fences, gates, electronic intrusion detection systems, patrols, or other measures as provided for in the Enabling Act. Notwithstanding the foregoing, 1) nothing in this Agreement permits SID to exercise police power, and 2) nothing in this Agreement shall be construed so as to require SID to provide the aforementioned public safety measures.

11. Fire and Emergency Medical Services. Westlake shall have the sole responsibility to engage, contract for, employ, or otherwise provide all personnel, facilities, assets, funding, equipment, and related items to fire prevention and control, and emergency medical services. Westlake may require SID to install and provide water for water mains, plugs, and hydrants in a manner consistent with any applicable law, ordinance, rule, regulation or code. SID and Westlake shall coordinate to ensure that adequate water for fire protection services is available prior to the issuance of any certificate of occupancy or equivalent authorization for any new development or redevelopment. Nothing in this Agreement shall be construed to limit or otherwise inhibit Westlake's ability to contract for fire prevention and control and emergency medical services with any other entity.

12. Provision of Potable Water, Wastewater, and Reclaimed Water Utility Services and Facilities

- a. SID shall be the exclusive provider of potable water, wastewater, and reclaimed water services and facilities within the Service Area. The Parties agree that any additional potable water, wastewater, and reclaimed water capacity required to meet the needs of SID, Westlake, or the properties within the Service Area that is greater than the existing SID capacity as of the Effective Date shall be provided exclusively by SID except in an Emergency, as provided for in Section 23, to which SID is unable to respond. Westlake will not authorize any connection to SID facilities until a permit from SID has been obtained. To the extent it has jurisdiction, Westlake will not permit any new private utilities, septic tanks, or wells to be constructed within the Service Area.
- b. Nothing in this Agreement prevents SID from expanding the facilities and services described in this section within the Service Area as SID, in its sole discretion, deems necessary to provide potable water, wastewater, and reclaimed water services within the Service Area.
- c. SID shall have the exclusive power and responsibility to own, acquire, construct, finance, operate, and maintain systems to produce, purify, store, and distribute potable water for consumption in the Service Area.
- d. SID shall have the exclusive power and responsibility to own, acquire, construct, finance, operate, and maintain systems for the collection, transport, treatment, and disposal of wastewater in the Service Area.

- e. SID shall have the exclusive power and responsibility to own, acquire, construct, finance, operate, and maintain systems for the delivery, storage, and distribution of reclaimed water or stormwater used for irrigation purposes in the Service Area.
- f. SID shall retain the ability to discontinue service and assess reasonable penalties, including attorneys' fees, against any user or property for such rates, fees, rentals, fares, or other charges that become delinquent and require collection after such proceedings as may be required by statute, law, the Enabling Act, ordinance, rule, regulation or code.
- g. SID shall retain the power and responsibility to fund or finance any service or facility provided for in this section as provided by law or the Enabling Act. SID may participate with Westlake or any other party in the financing or implementation of any project or facility for the provision of water, wastewater, or reclaimed water services upon such terms as may be agreed.
- h. SID and Westlake shall coordinate to ensure that adequate potable water and wastewater capacity and facilities are available and owned by SID prior to the issuance of any certificate of occupancy or equivalent authorization for any new development or redevelopment. Westlake shall not issue a certificate of occupancy or equivalent authorization until such capacity and facilities are available and owned by SID. All facilities shall be designed and constructed in compliance with any applicable law, ordinance, rule, regulation or code.
- i. SID shall not reduce the capacity to provide services described in this section below a level that will prevent the City from meeting level of service standards within a 5-year period or in a manner inconsistent with the 5-year capital improvements schedule found in the Capital Improvements Element of the City of Westlake Comprehensive Plan. Westlake will ensure that no development orders are issued that will compromise SID's ability to meet applicable level of service standards.

13. Provision of Irrigation Water Service

- a. SID shall be the exclusive provider of water to be used for irrigation purposes within the Service Area. SID shall have the exclusive power to own, construct, operate, and maintain irrigation works, machinery, piping, and plants in the Service Area.

14. Roadways and Transportation Infrastructure

- a. SID shall have the ability, within the Service Area, to construct, improve, pave, and maintain roads necessary and convenient for the exercise of the powers or duties of SID as provided for in the Water Control Plan; and to include as a component of roads, parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of modern

road systems. Westlake may own any roads within the Service Area and SID may transfer ownership of roads within the Service Area to Westlake.

- b. SID shall have the ability to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for providing transportation throughout the Service Area, including private or contract carriers, buses, vehicles, railroads, and other transportation facilities, to meet the transportation requirements of SID or Westlake for activities conducted within the Service Area. This subsection does not prohibit the City from developing and implementing a mobility fee funding system.
- c. SID shall cooperate with Westlake to title in Westlake such elements of the roadway or transportation network as is necessary to qualify Westlake for fuel tax revenue sharing pursuant to Chapter 206, Florida Statutes. Westlake shall designate in its budget an amount equal to that portion of its budget revenue originating from fuel tax that must be used solely for transportation purposes as required by law to be transferrable to SID for use in transportation projects under the same terms, conditions, and restrictions that would apply to Westlake if Westlake were to use such funds. Notwithstanding title to roadway or transportation network assets, SID shall operate and maintain such roadways or assets.
- d. Any funding provided by Westlake to SID that originated as funds collected from any fuel tax shall be so designated and shall only be used for construction and maintenance of transportation infrastructure in compliance with the uses provided by law for such funding. SID shall not, under any circumstances, use such funding for any purpose not contemplated by law or ordinance and shall take all measures necessary to ensure compliance with this Agreement and all applicable laws, ordinances, rules, regulations, and codes concerning such funding. SID shall be required to refund to Westlake any such funds not used in accordance of the limitations in this Agreement. SID shall provide to Westlake, on an annual basis, an accounting and report demonstrating that such funds were used in compliance with statutory requirements.
- e. As between SID and Westlake, Westlake shall have the sole power and responsibility to set and enforce speed limits and other traffic laws within the Service Area, including regulations concerning required signage related to traffic laws and traffic safety.

15. Surface Water Management and Drainage.

- a. SID shall have the exclusive power to construct, operate, and maintain canals, ditches, drains, levees, lakes, ponds, and other works for surface water management and control purposes, including drainage within the Service Area.

- b. SID shall have the exclusive power to acquire, purchase, operate, and maintain pumps, plants, and pumping systems for surface water management and control purposes within the Service Area.
- c. Westlake will ensure that no canals, lakes, or other stormwater management facilities owned or maintained by SID are designated as recreational areas, and shall not authorize fishing, swimming, or other recreational activities in such facilities. This subsection does not prohibit SID from authorizing fishing, swimming, or other recreational activities in its own facilities.

16. Requirement for Consultation. In order to effectuate the intent of this Agreement, the Parties have agreed to the consultation procedures outlined in this Section.

- a. **Semi-Annual Consultation.** The Parties shall consult at least twice annually (“Semi-Annual Consultation”) to discuss projects or actions that either Party wishes to undertake in the foreseeable future that fall within the categories listed in Sections 9 and 12-15, above, and subsection 16(c). The purpose of the Semi-Annual Consultation is to determine which Party is best equipped to undertake such projects or take such actions.
 - i. The Semi-Annual Consultation shall take place at a properly noticed public meeting. Both Parties shall be responsible for ensuring the Semi-Annual Consultation is noticed as required by law.
 - ii. During the Semi-Annual Consultation, the Parties must discuss the 5-year capital improvements schedule found in the Capital Improvements Element of the City of Westlake Comprehensive Plan and the individual items described in that 5-year schedule.
 - iii. At least 30 days prior to the Semi-Annual Consultation meeting, each Party shall submit to the other Party a list of projects or actions (“Project List”) that it expects, desires, or plans to undertake within one year of the Semi-Annual Consultation meeting that fall within the categories listed in subsection 16(c).
 - iv. At the Semi-Annual Consultation, the Parties shall use their best efforts to allocate the projects or activities on the Project Lists to the Party best equipped to undertake the Project or Activity and desirous of undertaking the project or activity. The Parties may agree to more than one Semi-Annual Consultation or to continue a Semi-Annual Consultation to a subsequent meeting.
 - v. In the event both Parties wish to undertake the same or a substantially similar project or activity, SID shall be given the right to undertake that project or activity; provided, however, that SID must commence substantial

work on that project or activity within 18 months of the Semi-Annual Consultation meeting where the item was discussed, or within such other time as agreed to by the Parties. Alternatively, the Parties may agree to jointly undertake a project or activity so long as the execution of the project or activity does not violate the law, the Charter, the Enabling Act, or this Agreement.

b. **Project Consultation.** No Party may expend funds or resources towards any project or action that falls within the categories listed in subsection 16(c) without first notifying the other Party in writing and requesting consultation on that item. After an Initiating Party notifies Responsive Party in writing of the project or action concerned:

- i. If both Parties agree in writing that the Initiating Party may undertake the project or action, then no further action is required and the Initiating Party may commence with the project or action immediately. If both Parties agree in writing that Responsive Party is the best Party to undertake the action, and the Responsive Party desires to undertake the action, then the Responsive Party may undertake the action or project; provided however, that the Responsive Party must commence substantial work on the action or project within 18 months or such other time as agreed to by the Parties. If such work is not commenced, the Initiating Party may issue a Request to Exercise Authority as provided for in Section 23 of this Agreement.
- ii. If the Parties both desire to undertake the project or action and disagree as to which party is best able to undertake the Project, SID shall be given the right to undertake that project or activity; provided, however, that SID must commence substantial work on that project or activity within 18 months of the Project Consultation meeting where the item was discussed or within or such other time as agreed to by the Parties. \
- iii. If the Responsive Party does not respond within 45 days to the written notice by the Initiating Party, the Responsive Party will be deemed to have consented to Initiating Party undertaking the project or action described in the notice.

c. **Consultation Items.** The Parties agree that consultation is required prior to any undertakings, including but not limited to planning, expending funds, issuing procurement documents, and similar actions, for the following categories to the extent not addressed in Sections 9 and 12-15, above:

- i. Parking
- ii. Parks or Recreational Facilities

- iii. Mosquito or Arthropod Control
- iv. Conservation Areas, Mitigation Areas, or Wildlife Habitat
- v. Transportation or Transportation Infrastructure
- vi. Tangible or physical infrastructure, including but not limited to roads, pipes, underground utilities, water, cable or internet lines, fiber optic lines, gas lines, telephone lines, electrical lines and housing, solar power or renewable energy facilities, or any other infrastructure that may be used in providing municipal facilities or services.
- vii. All other items, actions, or projects that are provided for in the Enabling Act.

d. **Consultation Prior to Water Control Plan Amendment.** SID shall provide notice as required by law for any Water Control Plan adoption or amendment. Westlake shall respond in writing within the time permitted in Section 298.301, Florida Statutes, identifying any suggestions, objectives, concerns, or the lack thereof, under Chapter 298, Florida Statutes or this Agreement regarding the proposed water control plan or water control plan amendments. SID shall not amend the Water Control Plan to include projects or activities already planned or being undertaken by Westlake without the express written consent of Westlake. SID shall not amend the Water Control Plan in any way that will decrease services that are provided for the in 5-year plan in the Capital Improvements Element of the City of Westlake Comprehensive Plan, and shall not make any changes to the Water Control Plan that are inconsistent with the 5-year plan in the Capital Improvements Element of the City of Westlake Comprehensive Plan.

17. No Limitation on Staff. Nothing in this Agreement shall be read to prohibit or impede the staff of Westlake and the staff of SID from meeting, collaborating, planning, consulting, or communicating except as otherwise prohibited or governed by Florida law. Specifically, the SID Manager and the City Manager, the SID Attorney and City Attorney, and the SID Engineer and the City Engineer are specifically authorized to meet and formulate plans and recommendations to present to their respective Governing Bodies concerning efficient provision of facilities and services and implementation and compliance with this Agreement. It is an express purpose of this Agreement to facilitate information sharing and exchange between the Parties.

18. Permitting and Plan Review. The Parties hereby agree to the following process for the review and issuance of plats and development orders within the Service Area.

- a. The Parties will develop a common form of application(s) for development orders, as that term is as defined in Sections 380.04 and 163.3164(15), Florida Statutes. The form will require sufficient information for each Party to determine whether it may or desires to approve the requested action within the Party's area of responsibility as outlined below. Each Party will use the common form to document its own land development activities.
- b. SID shall have the exclusive authority to set requirements and standards for, review, approve, and issue permits for the facilities: 1) depicted in its Water Control Plan, and 2) addressed in Sections 9 and 12-15, above. Applicants applying for permits under SID's authority described above shall apply directly to SID for such permit. SID shall provide notice to Westlake of each final permit issued by SID, including amendments thereto, and of each and close-out of such permits.
- c. Westlake has the exclusive authority to set requirements and standards for, approve, and issue permits or authorizations for all comprehensive planning, zoning and land development activities not falling within SID's area of authority as set forth above. Applicants applying for permits or authorizations under Westlake's authority shall apply directly to Westlake for such permit or authorization. Westlake shall provide to SID notice of permits for projects at which utility meters will need to be installed prior to being issued a certificate of occupancy. Westlake shall not approve any action which would violate any SFWMD water use permit, SFWMD environmental resource permit, or United States Army Corps of Engineers Clean Water Act permits issued to SID.
- d. Each Party shall provide the other with copies of all land use or development order applications within five (5) days of the receipt of any application or preliminary plans associated with an application. Each Party shall have ten (10) working days after the receipt of such copies to provide any comments on the application regarding any matters within that Party's authority. SID shall review each application for its effects upon SID works, services, facilities and infrastructure. Westlake shall not issue development orders until SID has confirmed that SID has the existing or planned capacity and facilities to meet the level of service standard applicable to the project described in the application, or that the developer will construct and convey to SID the facilities or infrastructure required to meet the applicable level of service standard prior to the issuance of a certificate of occupancy or equivalent authorization. SID may require the applicant to provide funds for the infrastructure required to support the project.
- e. If a development order will authorize development or a project that will require facilities or infrastructure that is not planned for in the 5-year capital improvements schedule found in the Capital Improvements Element of the City of Westlake Comprehensive Plan, the Parties shall require as a condition of the development order that the developer to construct the required facilities or infrastructure and then

transfer ownership of such facilities or infrastructure to SID prior to the issuance of a certificate of occupancy or equivalent authorization. SID will only accept facilities and infrastructure that meets all applicable laws, ordinances, rules, regulations, and codes.

- f. Each Party shall only review those items or matters over which it has jurisdiction, and no party shall deny a permit or authorization on grounds over which it has no jurisdiction.

19. Enforcement. If either Party has a grievance that arises from matters discussed in this Agreement or believes the other Party has breached this Agreement, that Party shall notify the other Party in writing as provided for in subsection 32(d) of this Agreement. The Parties shall then meet to discuss the issues identified in the notice and attempt in good faith to resolve the issue, dispute or conflict prior to either Party initiating the intergovernmental conflict resolution process provided in by Chapter 164, Florida Statutes.

20. Joint Undertakings. Nothing in this Agreement shall prevent the Parties from undertaking projects or actions jointly when the Parties so desire. Westlake may contribute financing to the provision of the services and facilities described herein under such terms and conditions as agreed to by the Parties.

21. No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, agency, or employee relationship between the Parties.

22. Permission to use Right of Way. Each Party agrees to grant the other the necessary easements to effectuate each Party's provision of services and facilities as described in this Agreement. Such easements may be reflected on plat as the land is developed. The Parties agree to enter into and execute any legal agreement necessary to effectuate this provision and agree that any such legal document may be recorded in the public records of Palm Beach County for such purposes. Westlake shall not permit any action or the installation of any item that will impede or prevent SID from use of the rights of way without advance written consent from SID. SID shall not permit any action or the installation of any item that will impede or prevent Westlake from use of the rights of way without advance written consent from Westlake. When roads are dedicated to the City, the City shall provide SID with an exclusive easement in the right of way for utilities' infrastructure, construction, and maintenance.

23. Emergency. In the event of an Emergency to which SID is unable to respond, Westlake may take any measures necessary to protect the health, safety, and welfare of any Residents, including pumping water and making connection to other such infrastructure, facilities, or systems that may be available for the duration of the Emergency or until the threat to health, safety, and welfare of Residents is alleviated.

24. Fees.

- a. **Service, Facility, and Connection Fees.** SID shall have the sole authority to prescribe, fix, establish, and collect rates, fees, rentals, fares or other charges, and revise the same from time to time, for the facilities and services furnished or to be furnished by SID and to recover the cost of making connection to any SID facility, system, or other physical, electronic, or other infrastructure.
- b. **Impact Fees.** This Agreement shall not be construed so as to impact SID's ability to enter into impact fee credit arrangements for matters contained in or outside the scope of this Agreement.
- c. **Waiver.** Westlake and SID hereby agree to waive review and permit fees for all projects or activities undertaken by the other Party. This waiver does not apply to projects undertaken by third parties, even if the resulting facilities or infrastructure will be turned over to SID or Westlake.

25. Financing. This Agreement shall have no effect on SID and Westlake's ability to enter into other interlocal agreements concerning the financing of the services and facilities described herein.

26. Request for Exercise of Authority

- a. In the event either Party desires for the other Party to exercise the powers to take an action that reasonably falls within the other Party's responsibilities, obligations, or powers under this Agreement, the Requesting Party may notify the Responsible Party of its request at any time according to the following procedure:
 - i. The Requesting Party shall place an item on its own agenda for deliberation by the Governing Body of the Requesting Party. By passage of a motion, the Governing Body of the Requesting Party may authorize a written request to the Responsible Party to take action or may authorize its Manager to act on behalf of the Governing Body in presenting such a request to the Responsible Party and/or negotiating the terms and implementation of the request. The Responsible Party shall place the request on the agenda for its next regularly scheduled meeting of its Governing Body, or may call an emergency meeting of its Governing Body to respond to the request. The Responsible Party may, through passage of a motion, authorize its Manager to respond to or negotiate with the Requesting Party or the Manager of the Requesting Party for the implementation of the request.
 - ii. In the event the Governing Body of the non-requesting Party determines it is the Responsible Party and that it desires to take the requested action, it shall notify the Requesting Party of its decision in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.

- iii. In the event the Governing Body of the non-requesting Party determines that it is not the Responsible Party or does not desire to take the requested action, it shall notify the Requesting Party in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.
- iv. If no agreement can be reached between the Parties as to who is the Responsible Party, SID shall be given the right to undertake that project or activity; provided, however, that SID must commence substantial work on that project or activity within 18 months of the meeting where the item was discussed or within or such other time as agreed to by the Parties.

27. Request to Cease Actions

- a. For purposes of this section, the term “Notifying Party” means the Party that believes that pursuant to this Agreement it is the only Party responsible, obligated, or empowered to perform an action and that desires for the other Party to cease performing such an action. The term “Acting Party” shall mean the Party performing the action that the Notifying Party believes it is solely empowered to perform.
- b. It is the intent of the Parties to avoid duplication of services by allocating responsibility pursuant to this Agreement.
- c. In the event one Party feels the other Party is performing a service that is outside of the other Party’s scope of responsibilities pursuant to this Agreement, it shall notify that other party through the following procedure:
 - i. The Notifying Party shall place an item on its own agenda for deliberation by the Governing Body of the Notifying Party. By passage of a motion, the Governing Body of the Notifying Party may authorize a written request to the Acting Party to cease that action or may authorize its Manager to act on behalf of the Governing Body in presenting such a request to the Acting Party and/or negotiating the terms and implementation of the request. The Acting Party shall place the request on the agenda for its next regularly scheduled meeting of its Governing Body, or may call an emergency meeting of its Governing Body to respond to the request. The Acting Party may, through passage of a motion, authorize a response to or negotiations with the Notifying Party for the implementation of the request.
 - ii. In the event the Governing Body of the non-Notifying Party determines it properly responsible, obligated, or empowered to perform the action pursuant to the Agreement and that it desires to continue taking such action, it shall notify the Notifying Party of its decision in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.

- iii. In the event the Governing Body of the non-Notifying Party determines that it is not responsible, obligated, or empowered to continue the action and does not desire to continue taking that action, it shall notify the Notifying Party in writing as provided for in subsection 32(d) of this Agreement as soon as is practicable.
- iv. If no agreement can be reached between the Parties as to who is the proper party to take the action, SID shall be given the right to undertake that project or activity subject to other restrictions in this Agreement; provided, however, that SID must commence substantial work on that project or activity within 18 months of the meeting where the item was discussed or within or such other time as agreed to by the Parties.

28. Compliance with Westlake Comprehensive Plan and Zoning. This Agreement does not represent acquiescence on the part of Westlake to SID's provision of services or facilities inconsistent with the Westlake Comprehensive Plan or inconsistent with any development orders/approvals affecting the Service Area. Notwithstanding any other provision in this Agreement, Westlake reserves its legislative authority with respect to all planning and zoning decisions affecting SID, and nothing in this Agreement should be construed as guaranteeing SID any particular zoning or planning decision on the part of Westlake.

29. Dispute Resolution. In the event a dispute arises as to the terms or provisions of this Agreement, the Parties agree to participate in Conflict Resolution Procedures set out in Chapter 164, Florida Statutes.

30. Transfer of Roads. Pursuant to § 335.0415, Florida Statutes, the Parties agree that the jurisdiction of public roads will be transferred only through mutual agreement of both Parties and in accordance with all statutory requirements.

31. Mutual Aid. In the event of an Emergency or at such other time as the Parties deem necessary to protect from a threat, whether natural or manmade, to health, safety, or welfare within the service area, the Parties may provide mutual aid to one another and may donate manpower, supplies, facilities, services, or funds to alleviate such a threat and in furtherance of such mutual aid. No Party shall be liable to another Party for, or be considered in default or breach of this Agreement, for delay or failure to provide aid under this section. Each Party is encouraged to provide the other Party with an updated list each year listing emergency contact information for such Party.

32. Miscellaneous

- a. **SID Powers.** SID acknowledges that it does not have planning or zoning authority, home rule or general police powers, and nothing in this Agreement shall be read or interpreted to mean otherwise.
- b. **Interlocal Agreement.** This is an interlocal agreement entered into between the parties pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Agreement and any amendments shall be filed with the Clerk of the Circuit Court in Palm Beach County.
- c. **Development Order.** This Agreement is not a development order, as that term is defined in Sections 380.04 and 163.3164, Florida Statutes. This Agreement does not grant or entitle SID to any development approvals or densities greater than those allowed under the density provisions of the Comprehensive Plan of the City of Westlake, nor to densities or development rights as may otherwise be limited by the City Council of the City of Westlake
- d. **Notice.** Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper Notice pursuant to this Agreement.

If to SID, such Notice shall be addressed to SID at:

District Manager
Seminole Improvement District
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

with a copy to:

District Counsel
Robert P. Diffenderfer, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

or such other address as SID may provide in writing to Westlake.

If to Westlake, such notice shall be addressed to Westlake at:

City Manager
City of Westlake

4001 Seminole Pratt-Whitney Road
Westlake, FL 33470

with a copy to:

City Attorney
City of Westlake
4001 Seminole Pratt-Whitney Road
Westlake, FL 33470

or such other address as Westlake may provide in writing to SID.

- e. **No Assignment.** This Agreement shall be binding upon and inure to the benefit of both Westlake and SID's successors and assigns. Neither Westlake nor SID may assign its rights under this Agreement.
- f. **Beneficiaries.** This Agreement is solely for the benefit of Westlake and SID and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto.
- g. **Headings.** The headings used are for convenience only and shall be disregarded in the construction and interpretation of this Agreement.
- h. **Interpretation.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. The drafting of this Agreement constituted a joint effort of Westlake and SID and the Agreement's interpretation shall assume that neither had any more input or influence. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- i. **Amendment.** This Agreement may be amended only if executed in writing and signed by Westlake and SID.
- j. **Integration.** This Agreement and any documents referred to herein, collectively embody the entire agreement and understandings between Westlake and SID and all other agreements or understandings, oral or written, with reference to this Agreement are merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- k. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the

Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable.

- l. **No Impact on Funding.** If any portion of this Agreement is determined to disqualify or otherwise impair either Party's ability to collect taxes, assessments, or other revenue as provided by statute, that portion shall be deemed deleted from this Agreement and the remainder of the Agreement shall remain in effect.

- m. **No Transfer of Powers.** Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' responsibilities and understandings concerning coordination and non-duplication of services through cooperative measures, as authorized in Florida Statutes, Chapter 163. The governing bodies for Westlake and SID shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing within the territorial limits for their respective agencies shall apply to the same degree and extend to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

- n. **Termination.** This Agreement shall terminate upon the Transition Date or upon earlier written agreement of the Parties.


- o. **Force Majeure.** In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of the other party, which may include, but is not limited to, acts of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe of plant facilities or line breaks, neither party shall be liable for such non-performance.

IN WITNESS WHEREOF, Westlake and SID have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

ATTEST:

SEMINOLE IMPROVEMENT DISTRICT

By: 
Secretary

By: 
Scott Massey, President

Dated: 2/14, 2018

DISTRICT ATTORNEY
Approved as to form and legal sufficiency

By: [Signature]

Date: 2/14/18

ATTEST:

Clerk .

CITY OF WESTLAKE, FLORIDA
BY ITS CITY COUNCIL

By: [Signature]
Clerk, Sandra DeMarco

By: [Signature]
Roger Manning, Mayor

Printed Name: Sandra DeMarco

Dated: February 14, 2018

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: [Signature]
City Attorney, Pam E. Booker

By: [Signature]
District Attorney, Robert P. Diefenderfer

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Ken Cassel, District Manager

By: [Signature]
Ken Cassel, City Manager

Dated: 2/14, 2018

DISTRICT ATTORNEY
Approved as to form and legal sufficiency

By: 


Date: 2/14/18

ATTEST:

Clerk .

By: 
Clerk, Sandra DeMarco

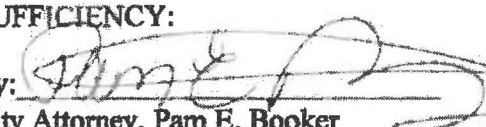
CITY OF WESTLAKE, FLORIDA
BY ITS CITY COUNCIL

By: 
Roger Manning, Mayor

Printed Name: Sandra DeMarco

Dated: February 14, 2018

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
City Attorney, Pam E. Booker

By: 
District Attorney, Robert P. Diffenderfer

APPROVED AS TO TERMS AND CONDITIONS

By: 
Ken Cassel, District Manager

By: 
Ken Cassel, City Manager



CITY OF WESTLAKE

COMPREHENSIVE PLAN



LIVE



WORK



PLAY

2018

CITY OF WESTLAKE



POLICY DOCUMENT

Goals, Objectives,
& Policies

ADMINISTRATIVE

2018



CHAPTER 1. ADMINISTRATIVE ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL ADM 1

USE THE GOALS, OBJECTIVES, AND POLICIES OF THIS ELEMENT TO IMPLEMENT, UPDATE, AND INTERPRET THE COMPREHENSIVE PLAN IN A CONSISTENT MANNER.

Objective ADM 1.1

Use the following evaluation and monitoring procedures to periodically review and update the Plan as required by Florida Statutes and as necessary to address changed conditions.

Policy ADM 1.1.1

Every two years, the City Council shall require a review of the Plan's data and analysis and adopted provisions. The review shall assess changed conditions, new legal requirements, the achievement and maintenance of adopted level of service standards and progress toward achievement or implementation of the Plan's goals, objectives and policies. The Council shall use the review to evaluate and consider whether any updates or revisions are required and pursue new or revised Land Development Regulations or plan amendments as needed.

Policy ADM 1.1.2

Review the Plan every seven years to determine whether amendments are needed to reflect changes in state requirements and changing conditions. This shall include evaluations of the amount and types of actual development that has occurred during the previous seven years; population projections for the adopted planning period; and the achievement of goals, objectives and policies including those establishing level of service standards for all infrastructure.

Policy ADM 1.1.3

Following the review and evaluation described in Policy ADM 1.1.2, prepare and adopt an Evaluation and Appraisal Report, and notify the state land planning agency as to whether amendments are necessary to reflect changes in State requirements. Within one year of the review and evaluation of the Plan, prepare, transmit, and adopt any identified amendments necessary to address changes in state requirements as well as amendments determined necessary due to changed conditions and to ensure that all compliance requirements of the state are met.

Policy ADM 1.1.4

Adopt all amendments to the Plan in compliance with Chapter 163, Florida Statutes, as amended. Public participation will follow the requirements



outlined in Section 163.3181, Florida Statutes, as detailed in the adopted Land Development Regulations.

Policy ADM 1.1.5 Maintain the GIS data used to create all maps that are adopted as part of this Plan, and make such data available upon request. The GIS data shall be used to determine precise locations of map features and boundary lines.

Policy ADM 1.1.6 The Plan shall provide guidance on development over two planning periods: a short term planning period beginning in 2018 and ending in 2023 and a long term planning period beginning in 2018 and ending in 2038. However, for purposes of the Capital Improvements Element, which must be updated annually, the fiscal year, rather than the calendar year, is used.

Policy ADM 1.1.7 The Plan is comprised of the following nine elements, a Map Series, and the 5-Year Schedule of Capital Improvements.

- Chapter 1 Administrative Element
- Chapter 2 Future Land Use Element
- Chapter 3 Transportation Element
- Chapter 4 Infrastructure Element
- Chapter 5 Conservation Element
- Chapter 6 Recreation and Open Space Element
- Chapter 7 Housing Element
- Chapter 8 Capital Improvements Element
- Chapter 9 Intergovernmental Coordination Element

The Goals, Objectives and Policies (GOPs) within each element, the Map Series, and the 5-year Schedule of Capital Improvements are adopted as part of the Plan. Maps within the Map Series are identified by the element, chapter number and the map number (i.e. FLU Map 2.1). The Data and Analysis summarized for each element is in a separate volume and is not formally adopted, but supports the GOPs, the 5-Year Schedule of Capital Improvements, and the maps in the Map Series. Additional data and analysis sources are available at the City or through other public sources.

Objective ADM 1.2 Interpret the Plan in a consistent manner.

Policy ADM 1.2.1 Unless otherwise provided in this Plan, words shall be given the meaning provided in Chapter 163, Florida Statutes, or their plain and ordinary meaning.

Policy ADM 1.2.2 The following terms shall have the following meanings in this Plan and shall apply to both the single and plural forms of the words:



ACCESSORY DWELLING UNIT: A dwelling unit located on the same parcel of land as a principal single family dwelling. An accessory dwelling is a complete, independent living facility equipped with a kitchen and bathroom.

ACCESSORY SOLAR FACILITY: A solar energy system which utilizes roof space or other space on the parcel of land to provide electricity or heat for use on the parcel of land. Export of electricity to the electrical grid is incidental and subordinate to the purpose of supplying electricity to the primary use of the parcel of land.

ACCESSORY USE: A use incidental and subordinate to the principal use, including accessory dwelling units and accessory solar facilities.

AGRICULTURAL USES: The use of land for aquaculture, horticulture, floriculture, viticulture, forestry, dairy, livestock, poultry, bees, plant crops, and any other form of farm product and farm production. Land areas include croplands, pasture lands, orchards, vineyards, nurseries, horticulture areas, groves, and specialty farms. Buildings, support facilities, dwelling units for farm operators and farmworkers, machinery, and other appurtenances used in the production of agricultural products are included. Agricultural uses do not include concentrated and/or confined animal feeding operations.

AMENITY CENTER: A facility that provides opportunities for limited retail and/or space for social activities, such as parties, receptions, banquets, meetings, recreation, exercise, and neighborhood gatherings.

ARTERIAL ROAD: A road providing service that is relatively continuous and of relatively high traffic volume, long average trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

ASSISTED LIVING FACILITY: Residential care facilities that provide housing, meals, personal care and supportive services to older persons and disabled adults who are unable to live independently.

AVERAGE DAILY TRAFFIC (ADT): The total traffic volume during a given 24-hour time period for all allowable directions on a given road.

BERM: A landscaped earthen mound in excess of two feet in vertical height designed to provide visual interest, or serve as a buffer.

BUFFER: The use of vegetation, walls, fences, berms, setbacks, less intense development, and/or less dense development to mitigate the impacts of unsightly views, lights, noises, odors, and/or dust.

CIVIC USES: Structures or facilities that provide cultural, social, or governmental services and/or functions. These include community centers; cultural centers; museums; libraries; government administration, operations, and services; judicial facilities; post offices, public arenas and auditoriums; and other publicly owned and operated uses.

COLLECTOR ROAD: A road providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a road also collects and distributes traffic between local roads and arterial roads.



COMMERCIAL RECREATION: Uses that typically charge a fee or have other requirements for participation or attendance as a spectator. Uses include, but are not limited to, outdoor and indoor recreational facilities such as tennis clubs; jai alai frontons; amusement and sport centers; outdoor amphitheaters; hunting and gun clubs; marinas; vehicular and non-vehicular race tracks; outdoor zoos and wildlife attractions; fairs; parks and recreation exhibitions, entertainment, and/or other amusements; private sports and recreation clubs; golf courses; and sports stadiums and venues. Uses may include accessory uses and activities that are supportive of the activity including shops and restaurants.

COMMERCIAL USES: Activities within land areas that are predominantly connected with the sale, rental and distribution of products or the performance of services, including offices and medical facilities.

COMMUNITY PARK: A park located near collector or arterial roads designed to serve the needs of more than one neighborhood. It is designed to serve community residents within a radius of up to 3.5 miles. The term “community park” includes any related recreational facilities, and can be publically or privately owned.

COMPLETE STREETS: Roads including adjacent sidewalks and shared use paths that are designed and operated to enable safe access and travel for all users, which may include pedestrians, bicyclists, transit riders, and motorists. Complete Streets incorporate different elements based on the different role, function, and characteristic of the facility.

CONSERVATION USES: The use or condition of land areas designated for conserving or protecting natural resources or environmental quality, including areas designated for flood control and floodplain management; the protection of the quality or quantity of ground or surface water; commercial or recreational fish and shellfish habitat; water supply; and/or vegetative communities or wildlife habitats.

CONTINUING CARE FACILITIES: A variety of housing options and services designed to meet the changing needs of its residents who require varying levels of care. Housing options typically include independent living units, assisted living facilities, and/or nursing homes.

DENSITY: The number of dwelling units per gross acre.

DWELLING UNIT: A house, apartment, condominium unit, mobile or manufactured home, group of rooms, or a single room intended for occupancy as a separate living quarter with complete kitchen and bathroom facilities, and with direct access from the outside of the building or through a common hall for use by its occupants.

EDUCATIONAL USES: Activities and facilities for public or private primary or secondary schools; vocational and technical schools; and colleges and universities including all campus buildings, residence halls and dormitories, fraternity and sorority housing, and recreational facilities.

ESSENTIAL FACILITIES AND SERVICES: Essential facilities and services include roads; bicycle lanes; shared use paths; sidewalks; bridges; transmission lines for electricity, cable, water, sewer, and gas that serve local area demands; electricity sub-stations; stormwater and drainage facilities and systems; electric car generation ports/stations; transit facilities; and accessory solar facilities. Essential facilities and services do not include wireless communication facilities.



FLOOR AREA RATIO (FAR): A means of measuring building intensities for nonresidential land. FAR is the ratio of total floor area of all buildings on the parcel to the gross acreage. FAR does not regulate the building height or site coverage. It does not include the area within structures used for parking and vehicular circulation or open outdoor storage or display areas.

FOSTER CARE FACILITY: A facility which houses foster residents, and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents.

GROSS ACREAGE: The total area of a parcel of land measured in acres including developed and undeveloped land, agricultural areas, open space, roads, rights-of-way, easements, and environmental features such as lakes, floodplains, and wetlands.

GROUP HOME: A facility which provides living quarters for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional, and social needs of the residents. It shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.

INSTITUTIONAL USES: Activities and facilities that include juvenile facilities, nursing homes/skilled-nursing facilities, mental (psychiatric) hospitals, in-patient hospice facilities, residential schools for people with disabilities, residential treatment centers for adults, and City jails/confinement facilities (excludes residential group homes for juveniles, correctional residential facilities such as halfway houses, federal detention centers, and federal and state prisons).

INTENSITY: The amount of non-residential development as measured by the Floor Area Ratio.

LEGAL NON-CONFORMING STRUCTURE: A structure that was lawfully established before the adoption of the Plan and Land Development Regulations that does not conform to the Land Development Regulations for the zoning district in which the parcel of land is located.

LEGAL NON-CONFORMING USE: A use that was lawfully established before the adoption of the Plan and Land Development Regulations, which does not conform with the allowed uses by the Comprehensive Plan Future Land Use Category or of the zoning district in which it is located.

LEVEL OF SERVICE (LOS): An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. LOS shall indicate the capacity per unit of demand for each public facility or performance measures for road traffic or stormwater facilities.

LIGHT INDUSTRIAL USES: Land uses that include construction operation and storage facilities, manufacturing, assembly, processing or storage of products when such activities have minimal and inoffensive external impacts such as smoke, noise, dust, soot, dirt, vibration, stench, or adverse visual impacts on the surrounding neighborhood. Light industrial uses may include research and development; technology centers including server farms; medical and dental laboratories; warehouse and/or distribution centers; and



recycling centers. Light industrial uses shall not include mining and extraction industries, electrical generation plants, or regional sewer treatment plants.

LOCAL ROAD: A road that carries low volumes and provides service for local traffic between land uses and collector roads, with direct property access as the primary purpose. Any road that is not an arterial or collector road and is under the jurisdiction of the City is a local road.

MAJOR CANALS: the M Canal and M-2 Canal.

MANUFACTURED HOME: A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the site, bearing a label certifying that it is built in compliance with the federal manufactured housing construction and safety standards, or inspected by an approved inspection agency conforming to the requirements of HUD, and bearing an insignia of approval.

MULTI-FAMILY DWELLING: multiple separate dwelling units contained within one building or several buildings excluding single family attached dwellings.

MULTIMODAL TRANSPORTATION SYSTEM: The system which provides safe and efficient movement of people, goods, and services by more than one mode of transportation.

NEIGHBORHOOD CENTER: Compact areas that allow a mix of commercial uses that serve neighborhoods such as retail (goods and services); restaurants; offices and clubhouses; schools; religious uses; small scale civic uses; and amenity centers.

NEIGHBORHOOD PARK: A park that serves the residents of a neighborhood and is accessible to bicyclists and/or pedestrians. It is designed to serve the population of a neighborhood in a radius of up to one-half mile. Neighborhood parks include any related recreational facilities, and can be publically or privately owned.

OPEN SPACE: Areas open to the sky that are partly or completely covered with grass, trees, shrubs, other vegetation or water, or if partially or completely paved serve to shape or enhance urban form or provide for public use. Open spaces have little to no vertical structures and can be publicly or privately owned. Open spaces include parks, transportation corridor parkways, vegetated buffers, shared use paths, plazas, courtyards, squares and areas that provide stormwater management.

PARK: A site that provides opportunities to partake in active or passive recreational activities, including structures associated with a park's recreational activities.

PEAK HOUR PEAK DIRECTION CAPACITY: The maximum number of vehicles that can pass a given point in one direction on a road under given traffic and road conditions per the FDOT Quality/Level of Service Handbook in one hour.

PRIMARY SOLAR FACILITY: A solar energy system which primarily functions to provide electricity for off-site use. This term includes the structures, equipment, infrastructure, and support systems necessary for the collection, storage, and distribution of solar energy, along with all functions necessary to develop and operate



a primary solar facility including construction, management, administration, maintenance, security, and safety.

RECREATIONAL USES: Areas and development used for leisure time activities and sports in an indoor or outdoor setting, including parks.

RESIDENT: A person who makes his or her home in a particular place for most of the year or for a portion of the year, including a seasonal resident.

RESIDENTIAL USES: Land uses consisting of dwelling units, including mobile and manufactured homes. Residential uses include assisted living facilities and group homes.

RIGHT-OF-WAY: Land dedicated or required for a transportation or utility use that a government entity owns in fee simple or over which it has an easement.

SEMINOLE IMPROVEMENT DISTRICT (SID): Independent special purpose government established in 1970 pursuant to Chapter 70-854, Laws of Florida, codified pursuant to Chapter 2000-431, Laws of Florida, formerly known as the Seminole Water Control District. SID is coextensive with the boundaries of the City of Westlake and consists of approximately 4,142 acres of land. SID is empowered to construct and maintain a number of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, roads and related activities.

SENIOR HOUSING: Age-restricted dwelling units for older adults, aged 55+, who are able to care for themselves.

SHARED USE PATH: A paved facility for use by pedestrians, bicyclists, and/or other users that is separated from vehicular traffic. Golf carts may be used on shared use paths in certain areas, under certain circumstances.

SINGLE FAMILY ATTACHED DWELLING: A single dwelling unit physically attached to other buildings, dwelling units, or structures through one or more shared walls.

SINGLE FAMILY DETACHED DWELLING: A single dwelling unit not physically attached to other buildings, dwelling units, or structures.

SOLAR ENERGY OVERLAY: An area designated on the Future Land Use Map (FLU Map 2.1) that allows Primary Solar Facilities in addition to uses allowed by the underlying future land use category.

SUSTAINABLE COMMUNITY: An urban area with a long term planning and management vision that incorporates a multi-modal transportation network; walkable, mixed use patterns of development; denser development where infrastructure exists; civic spaces and interconnected open spaces for recreation; economic vitality and job choices; choices in housing price and size; a quality educational system; and a unique identity.



TRANSIT: Passenger transportation services such as commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, autonomous vehicles, and local fixed route bus provided by public, private, or non-profit entities. The terms “transit” and “mass transit” are used interchangeably in the Plan.

UTILITIES: Seminole Improvement District water, wastewater or reuse water facilities.

VEGETATED BUFFER: A natural or planted vegetated area used to mitigate potential impacts of unsightly views, lights, noises, and/or dust.

WORK PLAN: City of Westlake Water Supply Facilities Work Plan dated March 2018.

Policy ADM 1.2.3 The following acronyms shall have the following meanings in this Plan:

ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
BEBR	Bureau of Economic and Business Research
BFE	Base Flood Elevation
CCDs	The Census County Divisions
CJG	Callery-Judge Groves property
EPA	U.S. Environmental Protection Agency
FAR	Floor Area Ratio
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
GIS	Geographic Information System
GPD	Gallons Per Day
HUD	U.S. Department of Housing and Urban Development
IPARC	Intergovernmental Plan Amendment Review Committee
ITID	Indian Trail Improvement District
LEC	Lower East Coast
LOS	Level of Service
MGD	Million Gallons per Day
MPO	Metropolitan Planning Organization
NAVD 88	North American Vertical Datum of 1988
NRPA	National Recreation and Park Association
OEDR	Office of Economic and Demographic Research
PBC-PAM	2015 Palm Beach County Allocation Model
PD	Planned Development Zoning District
PM	particulate matter
PPH	Population Per Household



SERPM	Southeast Florida Regional Planning Model
SFWMD	South Florida Water Management District
SID	Seminole Improvement District
SIS	Strategic Intermodal System
SRPP	The Strategic Regional Policy Plan
SWA	Solid Waste Authority
TAZ	Traffic Analysis Zone
TCRPC	Treasure Coast Regional Planning Council
TDM	Transportation Demand Management
TDP	Transit Development Plan
TPA	Palm Beach Transportation Planning Agency
TPS	Traffic Performance Standards
TSM	Transportation Systems Management
ULDC	Unified Land Development Code
USDA	U.S. Department of Agriculture

Policy ADM 1.2.4

Unless otherwise clearly implied by context, the term “City” shall refer to the City of Westlake and the term “Plan” shall refer to this City of Westlake Comprehensive Plan.



CHAPTER 2. FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL FLU 1

PROVIDE A MIX OF RESIDENTIAL, COMMERCIAL, CIVIC, AND RECREATIONAL USE OPPORTUNITIES WITHIN THE CITY TO PROMOTE A SUSTAINABLE COMMUNITY AND CONTRIBUTE TO BALANCING LAND USES IN CENTRAL PALM BEACH COUNTY.

Objective FLU 1.1

Establish future land use categories, and for each category, define the types of uses allowed, and establish densities and intensities for each use. The City shall designate all property with a future land use category on the Future Land Use Map (FLU MAP 2.1).

Policy FLU 1.1.1

All future development orders shall be consistent with the Plan.

Policy FLU 1.1.2

Amendments to the Plan including the Future Land Use Map (FLU Map 2.1) shall be consistent with all Florida Statute requirements.

Policy FLU 1.1.3

Existing land uses are shown on FLU Map 2.2.

Policy FLU 1.1.4

Essential facilities and services shall be allowed within every future land use category.

Policy FLU 1.1.5

Utilities, excluding wastewater treatment plants, shall be allowed within every future land use category subject to appropriate buffering to mitigate adverse visual impacts, noise impacts, and stench upon neighboring residential properties.

Policy FLU 1.1.6

Primary solar facilities and accessory solar facilities shall be allowed subject to the following limitations:

- a) Primary solar facilities shall only be allowed within the solar energy overlay designated on the Future Land Use Map (FLU Map 2.1).
- b) Appropriate buffering shall be required to mitigate adverse visual impacts of primary solar facilities to adjacent properties.



- c) Accessory solar facilities shall be allowed within every land use category.

Policy FLU 1.1.7

The maximum number of dwelling units allowed on a parcel of land is based on the maximum gross density established by the applicable future land use category multiplied by the gross acreage of the parcel of land. The number of allowable dwelling units is not affected by the amount of non-residential development allowed on the parcel. Additional dwelling units may be allowed based upon applicable bonus densities or as accessory dwelling units.

Policy FLU 1.1.8

The maximum amount of non-residential development allowed on a parcel of land is based on the maximum intensity as measured by the floor area ratio (FAR) established by the applicable future land use category. The maximum amount of non-residential development allowed is not affected by the amount of residential development on the parcel.

Policy FLU 1.1.9

Where a mix of non-residential and residential uses is allowed, as within the Downtown Mixed-Use future land use category, both density and intensity shall be calculated based upon the gross acreage. The maximum amount of allowed non-residential development is not affected by the amount of allowed residential development on the parcel of land; the maximum amount of allowed residential development is not affected by the amount of allowed non-residential development on the parcel of land.

Policy FLU 1.1.10

When a parcel of land contains two or more future land use categories:

- a) The types of uses allowed in each of the future land use categories may only be developed within the boundaries of the future land use category that allows those types of uses.
- b) The maximum number of dwelling units and the maximum amount of non-residential development allowed shall be calculated by applying the density and intensity allowed by each future land use category by the gross acreage of the parcel within that category. The sum total resulting dwelling units and non-residential development may be applied across the entire parcel notwithstanding the actual boundaries of the future land use categories within the parcel.
- c) Development at a density or intensity proposed in the portion of the parcel that would not otherwise be allowed shall meet the compatibility requirements in the compatibility matrix of Policy FLU 1.6.5.
- d) A neighborhood center that contains both Residential-1 and Residential-2 future land use categories shall have a maximum non-residential intensity of 0.30 FAR and a maximum size of 12.5 acres.



Policy FLU 1.1.11 Future Land Use Categories

The future land use categories described below shall be delineated on the Future Land Use Map (FLU Map 2.1) and shall determine the maximum density and intensity of development allowed on land within the City.

Policy FLU 1.1.12 Residential-1 Future Land Use Category

The Residential-1 future land use category provides areas for a mix of single family attached dwellings, single family detached dwellings and accessory uses. Uses that complement and support residential activities are also allowed.

Neighborhood Centers are allowed within the Residential-1 future land use category, subject to the criteria below, in order to provide small scale commercial to serve neighborhood needs.

a) Allowable Uses:

- Residential uses may include:
 - Single family attached dwellings
 - Single family detached dwellings
 - Mobile homes and manufactured homes
 - Accessory dwelling units
- Religious uses
- Educational uses
- Neighborhood centers (per intensity, size, and location criteria below)
- Recreational uses
- Conservation uses
- Accessory uses

b) Density:

- The maximum gross density is 5 dwelling units per gross acre.
- Bonus densities may be granted up to an additional 4 dwelling units per gross acre for the provision of senior, affordable, and/or workforce housing consistent with Policy FLU 1.2.4.

c) Non Residential Standards:

Intensity and Size: Non-residential uses shall not exceed a maximum of 0.25 FAR. Neighborhood centers shall not exceed 10 acres.



Location Criteria: Neighborhood centers must front onto a collector or arterial road and must be located at least one half mile from the Downtown Mixed-Use future land use category and any other neighborhood centers.

Policy FLU 1.1.13 Residential-2 Future Land Use Category

The Residential-2 future land use category provides areas for a mix of single family attached dwellings, single family detached dwellings, multi-family dwellings and accessory uses. Uses that complement and support residential neighborhood activities are also allowed.

Neighborhood centers are allowed, subject to the criteria below, within the Residential-2 future land use category in order to provide small scale commercial to serve neighborhood needs.

a) Allowable Uses:

- Residential uses may include:
 - Single family attached dwellings
 - Single family detached dwellings
 - Multi-family dwellings
 - Assisted living facilities
 - Foster care facilities and group homes
 - Accessory dwelling units
- Continuing care facilities and nursing homes
- Religious uses
- Educational uses
- Neighborhood centers (per intensity, size, and location criteria below)
- Recreational uses
- Conservation uses
- Accessory uses

b) Density:

- The maximum gross density is 12 dwelling units per gross acre.
- Bonus densities may be granted up to 8 additional units per gross acre for senior, affordable, and/or workforce housing consistent with Policy FLU 1.2.4.

c) Non Residential Standards:

Intensity and Size: Non-residential uses shall not exceed a maximum of 0.35 FAR. Neighborhood centers shall not exceed 15 acres.



Location Criteria: The neighborhood centers must front onto a collector or arterial road and must be located at least one half mile from the Downtown Mixed-Use future land use category and any other neighborhood centers.

Policy FLU 1.1.14 Civic Future Land Use Category

The Civic future land use category will provide areas for the uses provided for below. The Civic future land use category may be applied to publicly or privately owned lands.

a) Allowable Uses:

- Civic uses
- Religious uses
- Meeting halls, exhibition and conference centers, and fairgrounds
- Educational uses
- Recreational uses
- Conservation uses
- Accessory uses

b) Non Residential Intensity:

- A maximum of a 1.5 FAR

Policy FLU 1.1.15 Downtown Mixed-Use Future Land Use Category

The Downtown Mixed-Use future land use category accommodates an active, pedestrian-friendly area of commercial, residential, and civic uses that provide substantial opportunities for employment, shopping, civic, and recreation activities accessible by mass transit.

a) Allowable Uses:

- Commercial uses
- Residential uses may include:
 - Single family attached dwellings
 - Multi-family dwellings
 - Accessory dwelling units
- Light industrial uses
- Institutional uses
- Assisted living facilities
- Continuing care facilities
- All uses allowed in the Civic future land use category



- Accessory uses
- Commercial recreation uses

b) Residential Density:

- The minimum gross density is 4 units per gross acre, and the maximum gross density is 16 dwelling units per gross acre.
- Bonus densities may be granted up to 8 additional units per acre for senior, workforce, and/or affordable housing consistent with Policy FLU 1.2.4.

c) Non Residential Intensity:

- Maximum of a 3.0 FAR.

d) Mix of Uses:

The table below identifies the mix of uses applied to the total area of the Downtown Mixed-Use future land use category within the City. The mix of uses is not required on a parcel-by-parcel basis. Not all of the land uses have to be developed at the same time, nor is one land use a prerequisite to another land use.

<u>Allowed-Land Uses</u>	Minimum %	Maximum %
Residential`	5%	25%
Commercial and commercial recreation	10%	70%
Civic	2%	30%
Light industrial	5%	25%
Institutional and continuing care facilities	0%	10%



Policy FLU 1.1.16 Open Space and Recreation Future Land Use Category

The Open Space and Recreation future land use category is intended to provide areas within the community for resource conservation and/or passive or active recreation, including pasture.

a) Allowable Uses:

- Recreational uses
- Commercial recreation uses
- Conservation uses
- Agricultural uses

b) Residential Density:

Not Applicable.

c) Non Residential Intensity:

- Maximum of a 0.25 FAR.

Policy FLU 1.1.17 Clustering of residential units shall be allowed to encourage open space and to reduce surface water run-off.

Policy FLU 1.1.18 The proposed development of the City as provided in the Plan seeks to support the comprehensive plans of adjacent municipalities, Palm Beach County, and the region by providing a mix of uses that reduces the land use imbalance and sprawl pattern of development that currently exists in central Palm Beach County.

Objective FLU 1.2

Adopt and maintain Land Development Regulations to manage future growth and development in a manner that provides needed facilities and services and encourages economic development while protecting natural and historical resources.

Policy FLU 1.2.1 Adopt and maintain Land Development Regulations to implement the Plan, which shall at a minimum:

- a) Regulate the subdivision of land;
- b) Regulate the use of land and water consistent with this Plan;
- c) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;



- d) Regulate signage;
- e) Provide that public facilities and services meet or exceed the standards established in the Capital Improvements Element and are available when needed;
- f) Provide standards for development within each future land use category;
- g) Encourage a complementary mix of residential and non-residential uses at sufficient densities and intensities to promote internal capture of trips within the City.
- h) Ensure safe and convenient onsite traffic flow, considering needed vehicle parking; and
- i) Provide for the protection of natural and historical resources.

Policy FLU 1.2.2

Adopt Land Development Regulations to allow for the continuation of existing agricultural uses. These regulations shall, at a minimum:

- a) Allow for the conversion of agricultural uses in all future land use categories;
- b) Provide adequate buffering to reduce impacts between agricultural uses and surrounding residential land uses;
- c) Provide for legal non-conforming agricultural uses consistent with the Plan and the Right-to-Farm Act; and
- d) Implement the Agricultural Acknowledgement Act.

Policy FLU 1.2.3

Adopt Land Development Regulations that provide for a Planned Development Zoning District (PD). The intent of a PD is to allow a large area to be developed under a common plan of development. The land use types and densities and intensities must be consistent with the underlying future land use category designation of the parcel.

Policy FLU 1.2.4

Adopt Land Development Regulations which include procedures and standards for providing residential density bonuses above the maximum density established by the applicable future land use category for workforce, affordable, and/or senior housing. These standards and procedures shall include:



- a) Requirements that adequate public infrastructure, transportation facilities, and parks shall be available to meet the projected demands associated with the requested additional density.
- b) Requirements for the design and orientation of development which ensure compatibility with the surrounding land uses.
- c) Standards and criteria for the evaluation and implementation of a density bonus program for senior, affordable, and workforce housing units.
- d) Guidelines that allow for the consistent implementation of the density bonus programs to encourage the development of senior, affordable, and workforce housing units.

Objective FLU 1.3

Eliminate non-conforming uses, which are land uses that do not conform with the Plan’s Future Land Use Element and Map (FLU Map 2.1).

Policy FLU 1.3.1

Adopt and maintain Land Development Regulations that protect the rights of property owners to continue legal non-conforming uses, but which, at a minimum, provide for the termination of such rights upon the abandonment of the legal non-conforming use.

Policy FLU 1.3.2

Legal non-conforming structures that exist as of the date of adoption of the Plan may remain. If the legal non-conforming structure is damaged, destroyed or redeveloped so as to require substantial reconstruction, it may be rebuilt at the same density and intensity, provided that the development is brought into compliance with the all other provisions of the Land Development Regulations and all other applicable codes and regulations.

Objective FLU 1.4

Effectively manage and monitor development and redevelopment to assure that facilities and services meet adopted levels of service as set forth in the Capital Improvements Element of the Plan.

Policy FLU 1.4.1

Ensure the availability of suitable land for public facilities and services necessary to support proposed development.

Policy FLU 1.4.2

Evaluate all applications for development orders to ensure that necessary public facilities and services to serve new development are provided consistent with the requirements of the Plan.

Policy FLU 1.4.3

FLU Map 2.5 shows existing and planned public potable waterwells, cones of influence, and wellhead protection areas within the City.



Objective FLU 1.5

Include opportunities for the development of public and private schools.

Policy FLU 1.5.1

Allow public and private schools in all future land use categories except the Open Space and Recreation future land use category.

Policy FLU 1.5.2

Coordinate the location of future public schools with the Palm Beach County School District.

Policy FLU 1.5.3

Support the colocation of school sites with public facilities such as parks, recreational areas, libraries, and community centers.

Objective FLU 1.6

Ensure compatibility among various future land uses while promoting mixed use, economic development and multi-modal transportation.

Policy FLU 1.6.1

Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

Policy FLU 1.6.2

All allowable uses within a future land use category are deemed compatible with one another for purposes of the Plan and the Land Development Regulations.

Policy FLU 1.6.3

Require development within the Downtown Mixed-Use future land use category immediately adjacent to the Town of Loxahatchee Groves to provide a 50-foot buffer between the development and the city limits of the Town of Loxahatchee Groves.

Policy FLU 1.6.4

To ensure development is compatible with existing neighborhoods outside of the City, multi-family dwellings shall be prohibited within 400 feet of the southern boundary of the City from its eastern boundary to the eastern edge of the Downtown Mixed-Use future land use category on the Future Land Use Map (FLU Map 2.1). Only single family attached and single family detached dwellings shall be allowed in this area.

Policy FLU 1.6.5

Development abutting a different future land use category shall comply with the following minimum compatibility requirements. The City may adopt additional buffer requirements in the Land Development Regulations.



Compatibility Matrix

Proposed Development	Minimum Compatibility Requirement for Adjacent Existing Vacant Lands	Minimum Compatibility Requirement for Adjacent Existing Residentially Developed Land	Minimum Compatibility Requirement for Adjacent Existing Non-Residentially Developed Land
Single family detached residential density ≤ than 200 percent of maximum density allowed by adjacent land use category	No Buffer Required	No Buffer Required	No Buffer Required
Single family detached residential density > than 200 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' high privacy fence or 10' wide vegetated buffer	Visual screen consisting of an 8' high privacy fence or 10' wide vegetated buffer	No Buffer Required
Single family attached residential density ≤ than 100 percent of maximum density allowed by adjacent land use category	No Buffer Required	No Buffer Required	No Buffer Required
Single family attached residential density > than 100 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' high privacy fence or 10' wide vegetated buffer	Visual screen consisting of an 8' high privacy fence or 10' wide vegetated buffer	No Buffer Required
Multi-family residential (>2 du/structure) density ≤ 100 percent of maximum density allowed by adjacent land use category	No Buffer Required	No Buffer Required	No Buffer Required
Multi-family residential (>2 du/structure) density > 100 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' high privacy fence and 10' wide vegetated buffer	Visual screen consisting of an 8' high privacy fence and 10' wide vegetated buffer	No Buffer Required
Multi-family residential (>2 du/structure) density > 200 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' high privacy fence and 25' wide vegetated buffer	Visual screen consisting of an 8' high privacy fence and 25' wide vegetated buffer	No Buffer Required
Non-residential intensity ≤ the maximum FAR allowed in the adjacent category	No Buffer Required	No Buffer Required	No Buffer Required
Non-residential intensity > 100 percent of the maximum FAR allowed in the adjacent category	Visual screen consisting of an 8' high privacy fence and 10' wide vegetated buffer	Visual screen consisting of an 8' high privacy fence and 10' wide vegetated buffer	No Buffer Required
Non-residential intensity > 200 percent of the maximum FAR allowed in the adjacent category	Visual screen consisting of an 8' high privacy fence and 25' wide vegetated buffer	Visual screen consisting of an 8' high privacy fence and 25' wide vegetated buffer	No Buffer Required
Development of any type, density, or intensity adjacent to the Downtown Mixed-Use or Civic categories.	No Buffer Required	No Buffer Required	No Buffer Required



Policy FLU 1.6.6 Multi-family residential adjacent to the Open Space and Recreation category shall require a buffer consisting of an 8-foot high privacy fence and/or a 25-foot wide vegetated buffer.

Policy FLU 1.6.7 A public road, shared use path, or water feature at least 30 feet wide can be designated in lieu of a buffer.

Policy FLU 1.6.8 Alternative compatibility techniques, including but not limited to one or a combination of the following: architectural features, building placement, setbacks, berms, and landscaping, that have the same effect as a buffer and promote mixed use and walkability, may be used in lieu of the compatibility requirements in Policies 1.6.5, 1.6.6 and 1.6.7.

Objective FLU 1.7

Protect cultural, historical and natural resources within the City.

Policy FLU 1.7.1 Applications for development orders within the City shall be required to identify the presence of cultural, historical, and natural resources on the parcel of land proposed for development.

Policy FLU 1.7.2 Coordinate with the State Historic Preservation Office on the appropriate treatment of cultural and historical resources where identified.

Policy FLU 1.7.3 Protect and conserve natural resources consistent with the Conservation Element of the Plan.

Policy FLU 1.7.4 Analyze proposed new development to ensure compatibility with topography and existing soils.

Policy FLU 1.7.5 FLU Map 2.3 shows minerals and soils within the City.

Policy FLU 1.7.6 FLU Map 2.6 shows wetlands within the City.

Policy FLU 1.7.7 FLU Map 2.4 shows floodplains within the City.

Policy FLU 1.7.8 The M Canal serves as a source of public water supply to the City of West Palm Beach. The Plan recognizes the M Canal as an allowed conservation use within the civic and residential Future Land Use Categories. Development is prohibited within the M Canal right of way. Further, development shall be prohibited north of the M Canal right of way and within the 100 feet south of the M Canal right of way. This does not prohibit construction of roads or any development in the M Canal right of way related to the expansion, operation and maintenance of the M Canal. The Land Development Regulations shall



address compatibility between the M Canal and any adjacent development. The City will coordinate with SFWMD and SID to encourage drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Policy FLU 1.7.9

To the extent the City has jurisdiction, require drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.



CHAPTER 3. TRANSPORTATION ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL TE 1

PROVIDE A SAFE AND CONVENIENT MULTI-MODAL TRANSPORTATION SYSTEM IN THE CITY OF WESTLAKE THAT IS COORDINATED WITH THE FUTURE LAND USE MAP (FLU MAP 2.1) AND SUPPORTIVE OF THE PLAN, FOR THE LONG AND SHORT TERM PLANNING PERIODS.

TRAFFIC CIRCULATION

Objective TE 1.1

Provide a traffic circulation system that is coordinated with and adequately serves the anticipated and planned development of the Future Land Use Map (FLU Map 2.1) based on growth projections for the short and long term planning periods.

Policy TE 1.1.1

TE Map 3.1 is the City’s Existing Traffic Circulation, Functional Classification, and Road Network Jurisdiction Map.

Policy TE 1.1.2

TE Map 3.4 is the City’s 2038 Future Traffic Circulation Map.

Policy TE 1.1.3

TE Map 3.5 is the City’s 2038 Future Functional Classification Map, which also depicts the right-of-way anticipated to implement the future traffic circulation system for the City.

Policy TE 1.1.4

Coordinate the City’s traffic circulation system as shown in TE Maps 3.4, 3.5, 3.6, 3.7, 3.8 and 3.9 with the Future Land Use Map (FLU Map 2.1), for the short and long term planning periods.

Policy TE 1.1.5

Transportation facilities for the short term planning period are shown in TE Map 3.6 2023 Future Traffic Circulation Map. TE Map 3.8 is the City’s 2023 Future Functional Classification Map, which also depicts the right-of-way anticipated to implement the 2023 traffic circulation system for the City.



Policy TE 1.1.6 Recognizing the growing need for regional connectivity, the City shall coordinate with appropriate agencies, including Palm Beach County, Palm Beach TPA and FDOT, to support policies and programs that encourage local traffic to use alternatives to the Strategic Intermodal System (SIS).

Policy TE 1.1.7 The City shall coordinate with Palm Beach County, Palm Beach TPA, FDOT, and other appropriate agencies regarding the implementation of Transportation Systems Management (TSM) strategies that include optimization of traffic signal systems and other innovative transportation system management activities.

Objective TE 1.2

Maintain mobility and provide a safe transportation system.

Policy TE 1.2.1 TE Map 3.2 is the City’s Existing Road Level of Service Map. The adopted road level of service (“LOS”) standard for Seminole Pratt Whitney Road within the City shall be “D.” The adopted road LOS standard for all other functionally classified roads shall be “D.” Road LOS will be based on the peak hour, peak direction traffic volumes. The road level of service standards are adopted.

Policy TE 1.2.2 Establish a process in the Land Development Regulations for monitoring and reporting road LOS for all arterial and collector roads.

Policy TE 1.2.3 Recognize and comply with the provisions of the Palm Beach County Traffic Performance Standards Ordinance, Article 12 ULDC, as they apply.

Policy TE 1.2.4 Adopt Land Development Regulations that establish a mobility system, which shall ensure that the LOS standards are achieved and maintained.

Policy TE 1.2.5 All functionally classified roads, with the exception of Seminole Pratt Whitney Road and the future extension of 60th Street North, shall be maintained by the City or SID.

Policy TE 1.2.6 Adopt access management standards within the Land Development Regulations to govern the spacing and number of connections and site access points onto public roads, for the purpose of preserving adequate and safe roads.

Policy TE 1.2.7 To ensure that road LOS standards are maintained, while providing for flexibility in the development of the community, the Land Development Regulations may establish a land use equivalency process, through which exchanges of different land uses consistent with the Future Land Use Map (FLU Map 2.1) may be accomplished so long as the proposed development



does not result in additional transportation impacts. Exchanged land uses shall be consistent with the future land use category for the given parcel of land or collective parcels under a single development plan.

Policy TE 1.2.8 Ensure that privately constructed roads conform to all design standards of the City before the City accepts responsibility for the roads as a public facility.

Policy TE 1.2.9 Evaluate and consider the establishment of a connectivity index in the Land Development Regulations.

Policy TE 1.2.10 Implement block size requirements in the Land Development Regulations for the Downtown Mixed Use future land use category to promote connectivity and walkability.

Policy TE 1.2.11 Adopt Land Development Regulations to maintain standards for:

- a) Location and design of driveway access and on-site circulation;
- b) Width and location of curb cuts;
- c) Street lighting standards, particularly at intersections;
- d) Traffic impact analysis; and
- e) Cross-access standards.

EVACUATION ROUTES

Objective TE 1.3 Maintain adopted LOS standards on arterial roads that connect to designated evacuation routes.

Policy TE 1.3.1 Coordinate with Palm Beach County to ensure the adopted LOS standard is maintained on Seminole Pratt Whitney Road, which serves as the City’s primary connection to a designated evacuation route.

NON-MOTORIZED TRANSPORTATION

Objective TE 1.4 Provide safe and accessible alternatives to motorized transportation through bicycle lanes, shared use paths, and sidewalks.

Policy TE 1.4.1 TE Map 3.3 is the City’s Existing Shared Use Paths, Sidewalks, and Bicycle Lanes Map; TE Map 3.9 is the City’s 2023 Future Shared Use Paths, Sidewalks, and Bicycle Lanes Map; and TE Map 3.7 is the City’s 2038 Future Shared Use Paths, Sidewalks, and Bicycle Lanes Map, which illustrates the City’s future corridors for alternative modes of transportation.



- Policy TE 1.4.2** Accommodate bicycle transportation either within or adjacent to the dedicated right-of-way for all roads functionally classified as collector or arterial roads.
- Policy TE 1.4.3** Coordinate with the Palm Beach Transportation Planning Agency (Palm Beach TPA) concerning improvements to roads within the City based upon the Master Comprehensive Bicycle Transportation Plan (March 2011) and other appropriate Palm Beach TPA bicycle initiatives.
- Policy TE 1.4.4** Adopt Land Development Regulations that require sidewalks within residential subdivisions.
- Policy TE 1.4.5** Adopt road cross-section guidelines within the Land Development Regulations that emphasize mobility for all users, both motorized and non-motorized, for all City and SID roads.
- Policy TE 1.4.6** Ensure that the future traffic circulation system is designed to provide safe bicycle and pedestrian crossings.
- Policy TE 1.4.7** Incorporate safe routes to school programs into transportation planning and design, where feasible, to enhance the safety of school children who walk and bike to school.
- Policy TE 1.4.8** Promote connectivity by requiring shared use paths and/or sidewalks on all roads except 60th Street North.
- Policy TE 1.4.9** Coordinate TE Map 3.4 and TE Map 3.7 with the Palm Beach TPA Long Range Transportation Plan to ensure identification and provision of future needs for all transportation modes.
- Policy TE 1.4.10** Incorporate elements of the Palm Beach TPA Complete Streets Design Guidelines, dated September 2017, into the Land Development Regulations to require that the traffic circulation system is designed and constructed to provide safe and convenient mobility for all types of transportation users, including pedestrians, bicyclists, mass transit riders, and motorists.
- Policy TE 1.4.11** Establish guidelines in the Land Development Regulations to require all new development to connect to the City's sidewalks and/or shared use paths.



Policy TE 1.4.12 Establish urban design requirements in the Land Development Regulations that promote walkability and pedestrian-friendly environments and that encourage mass transit use.

COORDINATION OF TRANSPORTATION PLANNING

Objective TE 1.5 Ensure efficiency in transportation planning and implementation through coordination with other agencies and jurisdictions in Palm Beach County.

Policy TE 1.5.1 Regularly analyze the transportation plans and programs of the Florida Department of Transportation (FDOT) (including the Florida Transportation Plan), Palm Beach County, and the Palm Beach TPA to determine consistency and compatibility of transportation systems.

Policy TE 1.5.2 Connect the City’s traffic circulation system to the regional roadway network in order to provide access to aviation, rail, seaport facilities, and intermodal terminals outside the City.

MASS TRANSIT

Objective TE 1.6 Plan for the provision of mass transit options as such options become available.

Policy TE 1.6.1 Coordinate with PalmTran regarding the extension of transit service into the City as the City develops.

Policy TE 1.6.2 Encourage density concentrations sufficient to support use of mass transit for trips on the regional road network and reduce vehicle miles traveled.

Policy TE 1.6.3 Address the location of mass transit facilities in new developments in the Land Development Regulations.

Policy TE 1.6.4 Establish parking requirements for new developments in the Land Development Regulations to encourage alternative modes of travel.

Policy TE 1.6.5 Coordinate with Palm Tran, and other transit-providing agencies, relating to the locations of and amenities provided at bus stops along Seminole Pratt-Whitney Road.



Policy TE 1.6.6 Locate future transit stops along roads in areas with densities that are supportive of mass transit.

Policy TE 1.6.7 Follow FDOT’s Accessing Transit-Design Handbook for Florida Bus Passenger Facilities, Version III, dated 2013, and Palm Tran’s Transit Design Manual, dated August 2004, as guidelines for the design of transit stops. Transit stops should promote a pedestrian-friendly environment.

ENERGY EFFICIENCY AND GREENHOUSE GAS REDUCTION STRATEGIES

Objective TE 1.7 Promote energy efficiency and greenhouse gas reduction strategies.

Policy TE 1.7.1 Promote the extension and use of mass transit within the City.

Policy TE 1.7.2 Encourage use of the City’s bicycle lanes, shared use paths, and sidewalks as alternatives to motorized transportation.

Policy TE 1.7.3 Transportation demand management strategies shall be incorporated into the transportation planning and development approval processes for the City to provide transportation commute choices other than the single occupant vehicle. A range of techniques and appropriate trip reduction strategies will be considered. The City will identify and work with other service providers, as appropriate, to implement selected strategies.



CHAPTER 4. INFRASTRUCTURE ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL INF 1

PROVIDE AND MAINTAIN THE NECESSARY PUBLIC INFRASTRUCTURE FOR POTABLE WATER, WASTEWATER, REUSE WATER, DRAINAGE, SOLID WASTE, AND AQUIFER RECHARGE IN A MANNER THAT WILL ENCOURAGE A SUSTAINABLE COMMUNITY.

POTABLE WATER

Objective INF 1.1

In coordination with SID, provide potable water facilities that are cost effective, adequate, and maintain the adopted level of service (LOS) standard.

Policy INF 1.1.1

Coordinate with SID on an annual basis to evaluate the capacity, operation, and maintenance of the water distribution system to maintain adopted LOS standards, and to determine the need for the extension of facilities to meet future needs while maximizing the use of existing potable water facilities. The SID utility service area is shown in INF Map 4.1. SID purchases potable water from Palm Beach County for distribution within the City and will be the exclusive provider of potable water within the City.

Policy INF 1.1.2

In coordination with SID, use the potable water LOS standards identified in Policies INF 1.1.3 and INF 1.1.4 to evaluate capacity for issuance of development orders.

Policy INF 1.1.3

The potable water LOS standard for residential uses shall be 110 gallons per capita per day.

Policy INF 1.1.4

The potable water LOS standards for non-residential uses shall be 150 gallons per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks shall have a LOS standard of 10 gpd per visitor.



Policy INF 1.1.5 Potable water facilities shall be available to serve development. New developments and redevelopments will be required to connect to centralized water facilities.

Policy INF 1.1.6 Adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent.

Policy INF 1.1.7 To the extent it has jurisdiction, the City will not allow new domestic self-supply potable water wells within the City.

Objective INF 1.2 Provide adequate, efficient and safe water distribution to accommodate existing and future demand.

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

Policy INF 1.2.2 Comply with the adopted Work Plan to ensure that adequate water supply and potable water facilities are available to serve the demands of City residents.

Policy INF 1.2.3 Coordinate with the SFWMD to continue to protect and conserve ground and surface waters.

Policy INF 1.2.4 Designate minimum fire flow and related water pressure requirements in the Land Development Regulations.



Policy INF 1.2.5 The anticipated infrastructure for potable water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for potable water for the long term planning period is shown on INF Map 4.3.

WASTEWATER AND REUSE WATER

Objective INF 1.3 Provide wastewater facilities that are cost effective, adequate, and maintain the adopted LOS standard.

Policy INF 1.3.1 Coordination with SID on an annual basis to evaluate wastewater system facilities to ensure the system effectively maintains adopted LOS standards, and to determine the need for the extension of facilities to meet future needs while maximizing the use of existing wastewater facilities. SID purchases wastewater capacity from Palm Beach County for the City and will be the exclusive provider of wastewater service within the City.

Policy INF 1.3.2 In coordination with SID, use the wastewater LOS standards identified in Policies INF 1.3.3 and INF 1.3.4 to evaluate wastewater facility capacity for issuance of development orders.

Policy INF 1.3.3 The wastewater LOS standard for residential uses shall be 100 gallons of wastewater per capita per day.

Policy INF 1.3.4 The wastewater LOS standard for non-residential uses shall be 150 gallons of wastewater per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks have a LOS standard of 10 gpd per visitor.

Policy INF 1.3.5 Wastewater service and facilities shall be available to serve new development. New developments and redevelopment will be required to connect to the centralized wastewater facilities.

Policy INF 1.3.6 Adequate wastewater facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate wastewater facilities to serve the



new development will be available no later than the anticipated date of issuance by the City of a certificate occupancy or its functional equivalent.

Policy INF. 1.3.7

The anticipated infrastructure for wastewater for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for wastewater for the long term planning period is shown on INF Map. 4.3.

Objective INF 1.4

In coordination with SID, provide reuse water to accommodate existing and future demand.

Policy INF 1.4.1

Coordinate with SID to provide reuse water for landscape irrigation. Where reuse water is unavailable, surface water may be used as a source of irrigation water. To the extent it has jurisdiction, the City will not allow domestic self-supply wells to supply water for irrigation within the City.

Policy INF 1.4.2

New developments and redevelopment will be required to connect to the centralized reuse water facilities where reuse water is available. The City shall coordinate with SID to maximize the use of existing reuse facilities for the provision of reuse water.

Policy INF 1.4.3

The anticipated infrastructure for reuse water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for the reuse and irrigation facilities for the long term planning period are shown on INF Map 4.3. SID purchases reuse water from Palm Beach County for distribution within the City and will be the exclusive provider of reuse water within the City.

SOLID WASTE

Objective INF 1.5

Ensure that adequate and efficient solid waste collection is available within the City.

Policy INF 1.5.1

Ensure maintenance of the adopted solid waste LOS standard by coordinating with the Solid Waste Authority of Palm Beach County (SWA) to determine that there is sufficient disposal capacity available to accommodate solid waste generation from the City for the coming year and through the short and long term planning periods.



- Policy INF 1.5.2** The solid waste LOS standard shall be 7.02 pounds of solid waste per person per day.
- Policy INF 1.5.3** Use the solid waste LOS standard identified in Policies INF 1.5.2 to evaluate facility capacity and for issuance of development orders.
- Policy INF 1.5.4** Coordinate the disposal of residential household hazardous waste with the SWA.
- Policy INF 1.5.5** Encourage public conservation efforts by providing:
 - a. Public incentives for reducing, recycling, and reusing natural resources and waste products.
 - b. Information on reducing waste and minimizing energy use.
- Policy INF 1.5.6** Participate in SWA's recycling program.
- Policy INF 1.5.7** Solid waste facilities shall be available to serve existing and new development.
- Policy INF 1.5.8** Adequate solid waste disposal capacity shall be available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SWA to determine whether adequate solid waste disposal capacity will be available to serve the new development no later than the anticipated date of issuance by the City of a certificate occupancy or its functional equivalent.

DRAINAGE

Objective INF 1.6 Coordinate with SID to implement a drainage system for the City to address flood risks to public and private property, to maintain adopted LOS standards, and to maximize the use of existing facilities.

Policy INF 1.6.1 Stormwater management facilities shall be designed in accordance with SFWMD criteria.



Policy INF 1.6.2 All residential and nonresidential development and redevelopment shall adequately accommodate runoff to meet all federal, state and local requirements.

Policy INF 1.6.3 Coordinate with SID on an annual basis to provide stormwater management facilities consistent with SFWMD regulations, and to determine the need for the extension or creation of facilities to meet future needs while maximizing the use of existing facilities.

Policy INF 1.6.4 The drainage LOS standards are established in the tables below. Facilities listed in Table 1 below shall accommodate the stormwater produced by the identified storm event and rainfall intensity. Facilities listed in Table 2 below shall be built to the minimum elevation shown.

Drainage Level of Service Standards - Table 1

Storm Event	Intensity of Rainfall (in.)	Development, Roads, and Drainage Facilities
10 year-1 day	7.4	Local Roads and Parking Lots
25 year-3 day	12	Arterial Roads, Collector Roads, Perimeter Berm and Peak Discharge
100 year-3 day, zero discharge	14	Finished Floors

Source: Isohytel Graphs SFWMD's Environmental Resource Permit Applicant's Handbook Volume II
*Perimeter Berm and Peak Discharge are referring to master SID stormwater management system.



Drainage Level of Service Standard – Table 2

Minimum Elevation (NAVD 88)	Development, Roads, and Drainage Facilities
18.23	Local Road Crown
18.23	Parking Lots
19.23	Arterial and Collector Road Crown
19.83	Finished Floors

Source: SFWMD Conceptual Permit 50-0021-S

Policy INF 1.6.5 Adequate drainage facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate drainage facilities to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate occupancy or its functional equivalent.

Policy INF 1.6.6 The City shall coordinate with SID to maximize the use of existing drainage facilities.

Policy INF 1.6.7 The anticipated infrastructure for earthwork and stormwater improvements for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for earthwork and stormwater improvements for the long term planning period is shown on INF Map 4.3.

GROUNDWATER RECHARGE

Objective INF 1.7 Provide adequate and effective protection of water resources, including the surficial aquifer, within the City.

Policy INF 1.7.1 Coordinate with SFWMD to implement applicable regional water resource projects, which may reduce losses of excess stormwater to tide, recharge the surficial aquifer, protect the functions of natural groundwater recharge areas and natural drainage features (to the extent they exist), and provide water to preserve areas for additional surface water storage.



Policy INF 1.7.2 Support the SFWMD 2013 Lower East Coast Regional Water Supply Plan Update and coordinate with SFWMD on its implementation.

Policy INF 1.7.3 Coordinate with SFWMD to develop public information and education programs that promote water conservation.



CHAPTER 5. CONSERVATION ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL CON 1

CONSERVE AND PROTECT NATURAL RESOURCES FOR CURRENT AND FUTURE RESIDENTS.

Objective CON 1.1 Meet state and federal air quality standards and promote the reduction of greenhouse gases.

Policy CON 1.1.1 Require that air quality meet established state and federal standards.

Policy CON 1.1.2 Incentivize developments that incorporate transportation alternatives to the single-occupant vehicle, such as bicycling, walking, mass transit, carpooling, ride-sharing, and/or alternatively fueled vehicles.

Objective CON 1.2 Protect native vegetative communities by minimizing invasive plants and animals.

Policy CON 1.2.1 Require removal of invasive vegetation identified by the Florida Exotic Pest Plant Council for all new development.

Policy CON 1.2.2 Coordinate with SID to develop an Exotic Species Management Plan.

Objective CON 1.3 Preserve and protect the quantity and quality of ground and surface waters.

Policy CON 1.3.1 Require that the impacts of development on stormwater runoff and water quality be addressed during the development approval process by requiring development to receive and comply with all applicable state and federal environmental permits.

Policy CON 1.3.2 For all amendments to this Plan, evaluate the presence of wetlands on the parcel of land at issue, and direct land uses on such parcels that are incompatible with the protection and conservation of wetlands and wetland functions away from such wetlands, or require appropriate mitigation to compensate for loss of wetlands. The type, intensity or density, extent, distribution, and location of allowable land uses and the types, values,



functions, sizes, conditions, and locations of wetlands are land use factors that shall be considered when directing incompatible land uses away from wetlands.

- Policy CON 1.3.3** Coordinate with SID during the development order approval process concerning the impacts of development orders on stormwater runoff and water quality to ensure compliance with applicable requirements of SID, the state, and other governmental entities with jurisdiction.
- Policy CON 1.3.4** Coordinate with SID to protect water resources within the City from activities and land uses that adversely impact water quality and quantity. Protection can include appropriate mitigation and best management practices.
- Policy CON 1.3.5** Comply with Palm Beach County Wellfield Protection Ordinance.
- Policy CON 1.3.6** Require new development and redevelopment to use reuse water for irrigation where it is available.
- Policy CON 1.3.7** Ensure development complies with applicable state and federal criteria for the protection of wetlands.
- Policy CON 1.3.8** Ensure development orders are only approved in special flood hazard areas in accordance with established Florida Building Codes and Federal Emergency Management Agency (FEMA) standards.
- Policy CON 1.3.9** Require emergency conservation of water resources in accordance with the SFWMD plans.
- Policy CON 1.3.10** Encourage the use of water-conserving fixtures in all new construction and redevelopment projects consistent with the Florida Building Code.
- Policy CON 1.3.11** Coordinate with SFWMD and SID to provide information resources regarding water conservation.
- Policy CON 1.3.12** Promote water efficient landscapes by coordinating with SFWMD and Palm Beach County Extension Office of the University of Florida Institute of Food and Agriculture Services (Palm Beach County IFAS Extension) on their Florida Friendly Landscaping programs.
- Policy CON 1.3.13** The M Canal serves as a source of public water supply to the City of West Palm Beach. The Plan recognizes the M Canal as an allowed conservation use within



the civic and residential Future Land Use Categories. Development is prohibited within the M Canal right of way. Further, development shall be prohibited north of the M Canal right of way and within the 100 feet south of the M Canal right of way. This does not prohibit construction of roads or any development in the M Canal right of way related to the expansion, operation and maintenance of the M Canal. The Land Development Regulations shall address compatibility between the M Canal and any adjacent development. The City will coordinate with SFWMD and SID to encourage drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Policy CON 1.3.14 To the extent the City has jurisdiction, require drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Objective CON 1.4 Maintain and enforce procedures to reduce soil erosion and sedimentation into water bodies.

Policy CON 1.4.1 Require that all grading, filling, excavation, storage and/or disposal of soil and earth materials associated with development activities be undertaken using best management practices so as to reduce the potential for soil erosion and sedimentation in water bodies or drainageways. Erosion control measures will be required for all such activities.

Objective CON 1.5 Conserve and protect native and protected wildlife and their habitat should they exist within the City.

Policy CON 1.5.1 Ensure development complies with applicable state and federal criteria for the protection of endangered and threatened listed species.

Policy CON 1.5.2 Conserve, appropriately use, and protect minerals, soils, and native vegetative communities, including forests and wildlife habitat, from destruction by development activities.

Policy CON 1.5.3 Manage hazardous waste in a manner that protects natural resources, and cooperate with Palm Beach County and SWA on hazardous waste programs.

Policy CON 1.5.4 Should any unique vegetative communities that cross jurisdictional lines exist within the City, the City will cooperate with such jurisdictions to conserve, appropriately use, or protect such unique vegetative communities.





CHAPTER 6. RECREATION AND OPEN SPACE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL REC 1

PROVIDE RECREATION USES AND OPEN SPACE ACCESSIBLE TO CITY RESIDENTS OFFERING ACTIVE AND PASSIVE RECREATION OPPORTUNITIES.

Objective REC 1.1

Provide community and neighborhood parks in a financially responsible manner. Provide parks based on projected growth and development.

Policy REC 1.1.1

Coordinate with SID to utilize the best available methods and sources of funding for the acquisition, development, operation and maintenance of parks. Currently available methods and sources of funding include but are not limited to the following:

- a) State and federal grants;
- b) Park impact fees on new residential development;
- c) Bonds and other long range financing techniques;
- d) Civic site dedications and/or cash-outs;
- e) Private property donations; and/or
- f) Interlocal and mutual use agreements with other agencies.

Policy REC 1.1.2

Participate in joint park planning and development efforts with Palm Beach County and other adjacent jurisdictions.

Policy REC 1.1.3

Pursue interlocal agreements, where appropriate, with the School Board for joint use and colocation of school recreational facilities.

Policy REC 1.1.4

The LOS standard for community parks shall be 2.5 acres per 1000 of residents. The LOS standard for neighborhood parks shall be 2 acres per 1000 residents. The LOS standard shall be used to plan for the provision of adequate parks. The LOS standard shall not be used as a concurrency standard for the approval of development orders.

Policy REC 1.1.5

Ensure neighborhood parks are provided to serve residential development.



Objective REC 1.2 Promote walkable and bikeable communities by encouraging interconnections between recreation areas and developed areas to meet the needs and interests of City residents.

Policy REC 1.2.1 Maintain TE Map 3.7 identifying existing sidewalks, bicycle lanes, and shared use paths, and opportunities for new sidewalks, bicycle lanes, and shared use path connections that will enhance pedestrian and bicycle opportunities throughout the City.

Policy REC 1.2.2 Provide linkages between residential neighborhoods, recreational uses, open space, and commercial districts within the City.

Policy REC 1.2.3 Use landscaping and signs to visually identify bicycle lane, sidewalk, and shared use path access points.

Objective REC 1.3 Encourage development of open space within the City.

Policy REC 1.3.1 Encourage development of water features throughout the City to provide public benefits through environmental enhancement and stormwater control.

Policy REC 1.3.2 Coordinate with SID to provide for the maintenance, control, and monitoring of SID-owned open space.



CHAPTER 7. HOUSING ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL HE 1

ESTABLISH AND EXECUTE PLANS, POLICIES, AND PROGRAMS TO ADDRESS THE HOUSING NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

Objective HE 1.1

Provide adequate sites for a diversity of housing types and affordability levels to accommodate the current and future housing needs of all City residents.

Policy HE 1.1.1

Designate sufficient land areas for residential development to accommodate the projected population for the short and long term planning periods.

Policy HE 1.1.2

Establish future land use categories with density ranges that will allow for varied housing types and sizes including:

- a) Single-family and multi-family;
- b) Ownership and rental;
- c) Permanent and seasonal;
- d) Affordable workforce housing as defined in section 380.0651(3)(h) F.S.; and
- e) Affordable housing for very low-income, low-income and moderate- income housing as defined in section 420.0004(3) F.S.

Policy HE 1.1.3

Allow for a range of densities and a variety of housing types that enable residential areas to serve a variety of income levels, thereby avoiding the concentration of affordable housing.

Policy HE 1.1.4

Require adequate infrastructure and public facilities to support future housing, including affordable and workforce housing, housing for low-income, very low-income, and moderate-income families; mobile homes; and group home and foster care facilities.

Policy HE 1.1.5

Allow group home facilities and foster care facilities as required by Florida Statutes.



Policy HE 1.1.6 Allow mobile homes and manufactured homes as required by Florida Statutes.

Objective HE 1.2 Support the development and maintenance of affordable and workforce housing, and stable neighborhoods.

Policy HE 1.2.1 Allow for and support commercial and light industrial development, which will provide employment opportunities within the City to enable the purchase or rent of affordable housing.

Policy HE 1.2.2 Allow alternatives to traditional housing such as accessory dwelling units and assisted living facilities.

Policy HE 1.2.3 Establish streamlined permitting procedures and reduce application fees for workforce and affordable housing to minimize regulatory costs and delays associated with the development of housing.

Policy HE 1.2.4 Coordinate strategies to fund and develop affordable and workforce housing initiatives with local, regional, and state non-profit and public organizations by implementing one or more of the following:

- a) Development contributions;
- b) State Housing Initiatives Partnership (SHIP) funds;
- c) Grants;
- d) Job creation and job training programs;
- e) Community Development Block Grant (CDBG) funds;
- f) Community Contribution Tax Credit Program;
- g) HUD Home Investments Partnership Program (HOME);
- h) An interlocal agreement with Palm Beach County; and
- i) Partnerships with non-profit organizations.

Policy HE 1.2.5 The Future Land Use Element shall establish a density bonus to encourage the development of workforce, affordable, and senior housing units.

Policy HE 1.2.6 Coordinate with local, regional, and state public and non-profit organizations to address housing for special needs populations taking into consideration:

- a) Foster care;
- b) Displaced persons (Section 421.55 F.S.);
- c) Mental health care;



- d) Physical disability care;
- e) Replacement housing; and
- f) Senior assistance;

Policy HE 1.2.7 Support the long-term stability of neighborhoods by providing and maintaining adequate facilities and services, and through code enforcement.

Policy HE 1.2.8 In the event of future economic downturns, the City will coordinate with local, regional, state, and federal agencies to minimize foreclosures and/or the abandonment of otherwise stable housing including available federal or state grant programs.

Policy HE 1.2.9 Provide information resources and consider creating programs to assist applicants applying for housing assistance with local, regional, state, and federal programs, including but not limited to the following Florida Housing Finance Corporation programs:

- a) First Time Homebuyer Program;
- b) Predevelopment Loan Program, including the identification of potential sites to encourage development;
- c) Low Income Housing Tax Credits;
- d) State Apartment Incentive Loan (SAIL) Program; and
- e) Multifamily Mortgage Revenue Bond Program.

Policy HE 1.2.10 Coordinate with Palm Beach County to provide opportunities for workforce housing and affordable housing within the City, and participate in task forces or workshops to develop appropriate strategies and/or initiatives.

Objective HE 1.3 Require housing to be constructed to applicable building code standards, and encourage housing to be energy efficient and use renewable energy resources.

Policy HE 1.3.1 Encourage residential construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or other state or nationally recognized, high-performance green building rating system.



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- Policy HE 1.3.2** Provide information resources on home energy reduction strategies and energy saving measures available through other governmental or private sector programs.
- Policy HE 1.3.3** Allow the appropriate placement of accessory solar facilities.
- Policy HE 1.3.4** All housing shall comply with applicable building codes.



CHAPTER 8. CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES, & POLICIES

GOAL CIE 1

ENSURE THE TIMELY AND EFFICIENT PROVISION OF ADEQUATE PUBLIC FACILITIES FOR EXISTING AND FUTURE RESIDENTS.

Objective CIE 1.1

Plan for adequate public facilities including transportation, potable water, wastewater, reuse water, drainage, and recreation, in coordination with SID, to serve existing and future populations.

Policy CIE 1.1.1

Adopt and maintain a 5-Year Schedule of Capital Improvements, set forth below in Table 8.1, which will be reviewed and updated on an annual basis. Capital improvements shall be included in the 5-Year Schedule of Capital Improvements based on the criteria below. Projects necessary to ensure the achievement and maintenance of adopted level of service (LOS) standards shall be prioritized for funding based on the following criteria:

- a) The elimination of public health and safety hazards;
- b) The correction of capacity deficiencies in order to achieve the adopted LOS standards;
- c) The need for capital improvements to accommodate new or approved projects or additional growth in order to achieve and maintain the adopted LOS standards.
- d) The extent to which costs associated with the capital improvement can be funded from existing revenues;
- e) The extent to which the capital improvement will meet the Goals, Objectives and Policies of the Plan;
- f) The extent to which the capital improvement will generate revenues or otherwise produce positive benefits for the City;
- g) Financial feasibility;
- h) Consideration of the plans of local, county and state agencies providing public facilities; and
- i) The need for the renewal of and replacement of existing public facilities.



- Policy CIE 1.1.2** Implement the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”) to 1) provide for coordination regarding the entity responsible for funding and constructing required capital improvement projects identified in the 5-Year Schedule of Capital Improvements and 2) coordinate with SID to ensure funding and construction of the public facilities enumerated 5-Year Schedule of Capital Improvements where SID is responsible for providing those facilities.
 - Policy CIE 1.1.3** Coordinate with SID and other local governments on funding sources for capital improvement projects. A variety of funding sources may be used to provide capital improvements. These may include developer assessments or contributions, ad valorem taxes, general revenues, other assessments, tax increment funds, grants, and private funds.
 - Policy CIE 1.1.4** In coordination with SID, pursue state and federal grant opportunities to fund projects in the 5-Year Schedule of Capital Improvements. The City shall provide a status report regarding any grants that have been applied for or received for projects within the Capital Improvement Element.
 - Policy CIE 1.1.5** A new fifth year will be added to the 5-Year Schedule of Capital Improvements annually.
 - Policy CIE 1.1.6** Include in its annual update of its 5-Year Schedule of Capital Improvements any necessary improvement or projects identified in the City’s ten-year Water Supply Facility Work Plan.
 - Policy CIE 1.1.7** Include in its annual update of its 5-Year Schedule of Capital Improvements any transportation improvements adopted in the Palm Beach County Transportation Planning Agency (Palm Beach TPA) Transportation Improvement Program adopted pursuant to s. 339.175(8) F.S.
 - Policy CIE 1.1.8** Review and update, on an annual basis, the Capital Improvements Element of the Plan. This review shall also ensure consistency between the Future Land Use, Transportation, Infrastructure, and Capital Improvements Elements.
- Objective CIE 1.2** Achieve and maintain adopted LOS standards.



Policy CIE 1.2.1

Utilize LOS standards identified in the Plan as set forth in Table 8.2 to evaluate public facilities' needs.



Table 8.2: Level of Service Standards

Service	Level of Service Standard																
Transportation	Arterials - D Collector - D Local - D																
Potable Water	<ul style="list-style-type: none"> • 110 gallons per capita per day (residential) • 150 gallons per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and ○ parks shall have a level of service standard of 10 gpd per visitor 																
Wastewater	<ul style="list-style-type: none"> • 100 gallons per capita per day (residential) • 150 gallons per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and ○ parks have a level of service standard of 10 gpd per visitor 																
Solid Waste	7.02 lbs. per capita per day																
Stormwater (drainage)	<p>Stormwater treatment standards shall be consistent with the applicable requirements included in Chapter 62, F.A.C.</p> <p>Drainage Level of Service Standards - Table 1:</p> <table border="1" data-bbox="678 1150 1399 1669"> <thead> <tr> <th data-bbox="678 1150 919 1318">Storm Event</th> <th data-bbox="919 1150 1159 1318">Intensity of Rainfall (in.)</th> <th data-bbox="1159 1150 1399 1318">Development, Roads, and Drainage Facilities</th> </tr> </thead> <tbody> <tr> <td data-bbox="678 1318 919 1413">10 year-1 day</td> <td data-bbox="919 1318 1159 1413">7.4</td> <td data-bbox="1159 1318 1399 1413">Local Roads and Parking Lots</td> </tr> <tr> <td data-bbox="678 1413 919 1570">25 year-3 day</td> <td data-bbox="919 1413 1159 1570">12</td> <td data-bbox="1159 1413 1399 1570">Arterial Roads, Collector Roads, Perimeter Berm and Peak Discharge</td> </tr> <tr> <td data-bbox="678 1570 919 1669">100 year-3 day, zero discharge</td> <td data-bbox="919 1570 1159 1669">14</td> <td data-bbox="1159 1570 1399 1669">Finished Floors</td> </tr> </tbody> </table> <table border="1" data-bbox="630 1705 1468 1873"> <thead> <tr> <th data-bbox="630 1705 979 1801">Minimum Elevation (NAVD 88)</th> <th data-bbox="979 1705 1468 1801">Development, Roads, and Drainage Facilities</th> </tr> </thead> <tbody> <tr> <td data-bbox="630 1801 979 1873">18.23</td> <td data-bbox="979 1801 1468 1873">Local Road Crown</td> </tr> </tbody> </table>	Storm Event	Intensity of Rainfall (in.)	Development, Roads, and Drainage Facilities	10 year-1 day	7.4	Local Roads and Parking Lots	25 year-3 day	12	Arterial Roads, Collector Roads, Perimeter Berm and Peak Discharge	100 year-3 day, zero discharge	14	Finished Floors	Minimum Elevation (NAVD 88)	Development, Roads, and Drainage Facilities	18.23	Local Road Crown
Storm Event	Intensity of Rainfall (in.)	Development, Roads, and Drainage Facilities															
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100 year-3 day, zero discharge	14	Finished Floors															
Minimum Elevation (NAVD 88)	Development, Roads, and Drainage Facilities																
18.23	Local Road Crown																



Service	Level of Service Standard	
	18.23	Parking Lots
	19.23	Arterial and Collector Road Crown
	19.83	Finished Floors

Policy CIE 1.2.2 The Land Development Regulations shall provide for the timely completion and maintenance of the capital improvements required by the Plan.

Policy CIE 1.2.3 Amend the Plan and Land Development Regulations as needed to maintain consistency between accepted methods of measuring the LOS on SIS or County thoroughfare roads and the most current methods adopted by the FDOT or County, respectively.

Objective CIE 1.3 Demonstrate the City’s ability to provide the needed improvements identified in this Plan and to manage the land development process so that public facility needs created by development orders do not exceed the ability of the City to fund or require these facilities.

Policy CIE 1.3.1 In coordination with SID, ensure that new development bears a proportionate cost for public facility improvements by utilizing a variety of mechanisms to assess and collect impact fees, mobility fees, dedications and/or contributions from private development.

Policy CIE 1.3.2 Maintain and improve, as part of the Land Development Regulations, a concurrency management system for wastewater, solid waste, drainage, and potable water. The concurrency management system shall require that:

- a) A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary public facilities and services are in place and available to serve the new development; or
- b) At the time the development order or permit is issued, the necessary facilities, services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220-3243, Florida Statutes, to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy or its functional equivalent; or



- c) At the time of the issuance of a certificate of occupancy or its functional equivalent the necessary facilities, services and supply shall be in place and available to serve the new development.

Policy CIE 1.3.3

Develop and implement a mobility system, which may include mobility fees, proportionate share contributions, impact fees, concurrency or other techniques to ensure that transportation facilities are available within the City to meet established LOS standards for all new development. Coordinate with SID as to how revenue sources may be assessed, collected, shared, applied, and spent.

Policy CIE 1.3.4

Require developers to provide public facilities such as drainage, roads, water and wastewater lines, that are not otherwise being provided by SID. These facilities shall be designed and constructed according to City and SID standards.

Policy CIE 1.3.5

In coordination with SID, periodically evaluate the fees, assessments, and exactions necessary to balance the capital improvements needs and available revenue sources.



Table 8.1: 5-Year Schedule of Capital Improvements, Fiscal Years 2018-19 – 2022-23

For the 5-Year Capital Improvements Schedule below:

- Road costs include costs of landscaping and the construction of bicycle lanes, sidewalks, and shared use paths.
- This table should be read in conjunction with the 5-Year Capital Improvement Schedule Construction Map for Road Segments, Stormwater Drainage Features, and Park.



5-Year Capital Improvements Schedule: Summary of Total Project Costs By Year									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$1,808,668.19						\$1,808,668.19	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$1,598,871.00						\$1,598,871.00	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$1,515,919.33						\$1,515,919.33	Developer / Bonds
CS-E1	High		\$744,996.14					\$744,996.14	Developer / Bonds
Kingfisher (CS-E5)	High		\$757,641.03					\$757,641.03	Developer / Bonds
CS-E4	High		\$762,430.31					\$762,430.31	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$1,671,350.56				\$1,671,350.56	Developer / Bonds
Saddle Bay Drive	High			\$710,000.00				\$710,000.00	Developer / Bonds
CS-E2	High			\$1,190,314.74				\$1,190,314.74	Developer / Bonds
CS-P	High				\$3,901,962.45			\$3,901,962.45	Developer / Bonds
Persimmon West (CS-W2)	High					\$1,277,449.85		\$1,277,449.85	Developer / Bonds
Community Park	High		\$200,000.00	\$3,300,000.00				\$3,500,000.00	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$3,175,573.38	\$3,175,573.38	Developer / Bonds
TOTAL		\$4,923,458.52	\$2,465,067.48	\$6,871,665.30	\$3,901,962.45	\$1,277,449.85	\$3,175,573.38	\$22,615,176.98	Developer / Bonds



City of Westlake Comprehensive Plan

5-Year Capital Improvements Schedule: Potable Water Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$135,781.00						\$135,781.00	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$130,149.26						\$130,149.26	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$111,501.21						\$111,501.21	Developer / Bonds
CS-E1	High		\$108,160.00					\$108,160.00	Developer / Bonds
Kingfisher (CS-E5)	High		\$92,404.19					\$92,404.19	Developer / Bonds
CS-E4	High		\$91,127.20					\$91,127.20	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$125,317.80				\$125,317.80	Developer / Bonds
Saddle Bay Drive	High			\$91,000.00				\$91,000.00	Developer / Bonds
CS-E2	High			\$162,009.25				\$162,009.25	Developer / Bonds
CS-P	High				\$524,899.15			\$524,899.15	Developer / Bonds
Persimmon West (CS-W2)	High					\$191,214.00		\$191,214.00	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$238,758.84	\$238,758.84	Developer / Bonds



City of Westlake Comprehensive Plan

5-Year Capital Improvements Schedule: Wastewater Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$95,925.00						\$95,925.00	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$91,954.48						\$91,954.48	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$75,778.66						\$75,778.66	Developer / Bonds
CS-E1	High		\$41,344.00					\$41,344.00	Developer / Bonds
Kingfisher (CS-E5)	High		\$0.00					\$0.00	Developer / Bonds
CS-E4	High		\$64,943.67					\$64,943.67	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$65,242.04				\$65,242.04	Developer / Bonds
Saddle Bay Drive	High			\$64,500.00				\$64,500.00	Developer / Bonds
CS-E2	High			\$136,582.53				\$136,582.53	Developer / Bonds
CS-P	High				\$370,824.00			\$370,824.00	Developer / Bonds
Persimmon West (CS-W2)	High					\$0.00		\$0.00	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$157,508.38	\$157,508.38	Developer / Bonds



City of Westlake Comprehensive Plan

5-Year Capital Improvements Schedule: Stormwater/Drainage Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$240,003.00						\$240,003.00	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$230,077.24						\$230,077.24	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$189,612.33						\$189,612.33	Developer / Bonds
CS-E1	High		\$183,930.00					\$183,930.00	Developer / Bonds
Kingfisher (CS-E5)	High		\$207,910.00					\$207,910.00	Developer / Bonds
CS-E4	High		\$162,508.46					\$162,508.46	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$213,108.01				\$213,108.01	Developer / Bonds
Saddle Bay Drive	High			\$155,000.00				\$155,000.00	Developer / Bonds
CS-E2	High			\$275,503.30				\$275,503.30	Developer / Bonds
CS-P	High				\$927,914.20			\$927,914.20	Developer / Bonds
Persimmon West (CS-W2)	High					\$325,167.29		\$325,167.29	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$394,115.30	\$394,115.30	Developer / Bonds



City of Westlake Comprehensive Plan

5-Year Capital Improvements Schedule: Road Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$938,202.19						\$938,202.19	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$713,617.60						\$713,617.60	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$780,998.55						\$780,998.55	Developer / Bonds
CS-E1	High		\$296,071.37					\$296,071.37	Developer / Bonds
Kingfisher (CS-E5)	High		\$328,868.46					\$328,868.46	Developer / Bonds
CS-E4	High		\$325,550.97					\$325,550.97	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$1,020,717.00				\$1,020,717.00	Developer / Bonds
Saddle Bay Drive	High			\$282,600.00				\$282,600.00	Developer / Bonds
CS-E2	High			\$444,599.64				\$444,599.64	Developer / Bonds
CS-P	High				\$1,328,556.50			\$1,328,556.50	Developer / Bonds
Persimmon West (CS-W2)	High					\$392,522.79		\$392,522.79	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$1,641,291.44	\$1,641,291.44	Developer / Bonds



City of Westlake Comprehensive Plan

5-Year Capital Improvements Schedule: Reuse Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$98,757.00						\$98,757.00	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$192,727.42						\$192,727.42	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$158,831.42						\$158,831.42	Developer / Bonds
CS-E1	High		\$58,797.61					\$58,797.61	Developer / Bonds
Kingfisher (CS-E5)	High		\$66,463.18					\$66,463.18	Developer / Bonds
CS-E4	High		\$66,861.01					\$66,861.01	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$178,512.90				\$178,512.90	Developer / Bonds
Saddle Bay Drive	High			\$65,900.00				\$65,900.00	Developer / Bonds
CS-E2	High			\$88,070.89				\$88,070.89	Developer / Bonds
CS-P	High				\$381,722.60			\$381,722.60	Developer / Bonds
Persimmon West (CS-W2)	High					\$161,203.77		\$161,203.77	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$330,136.20	\$330,136.20	Developer / Bonds



City of Westlake Comprehensive Plan

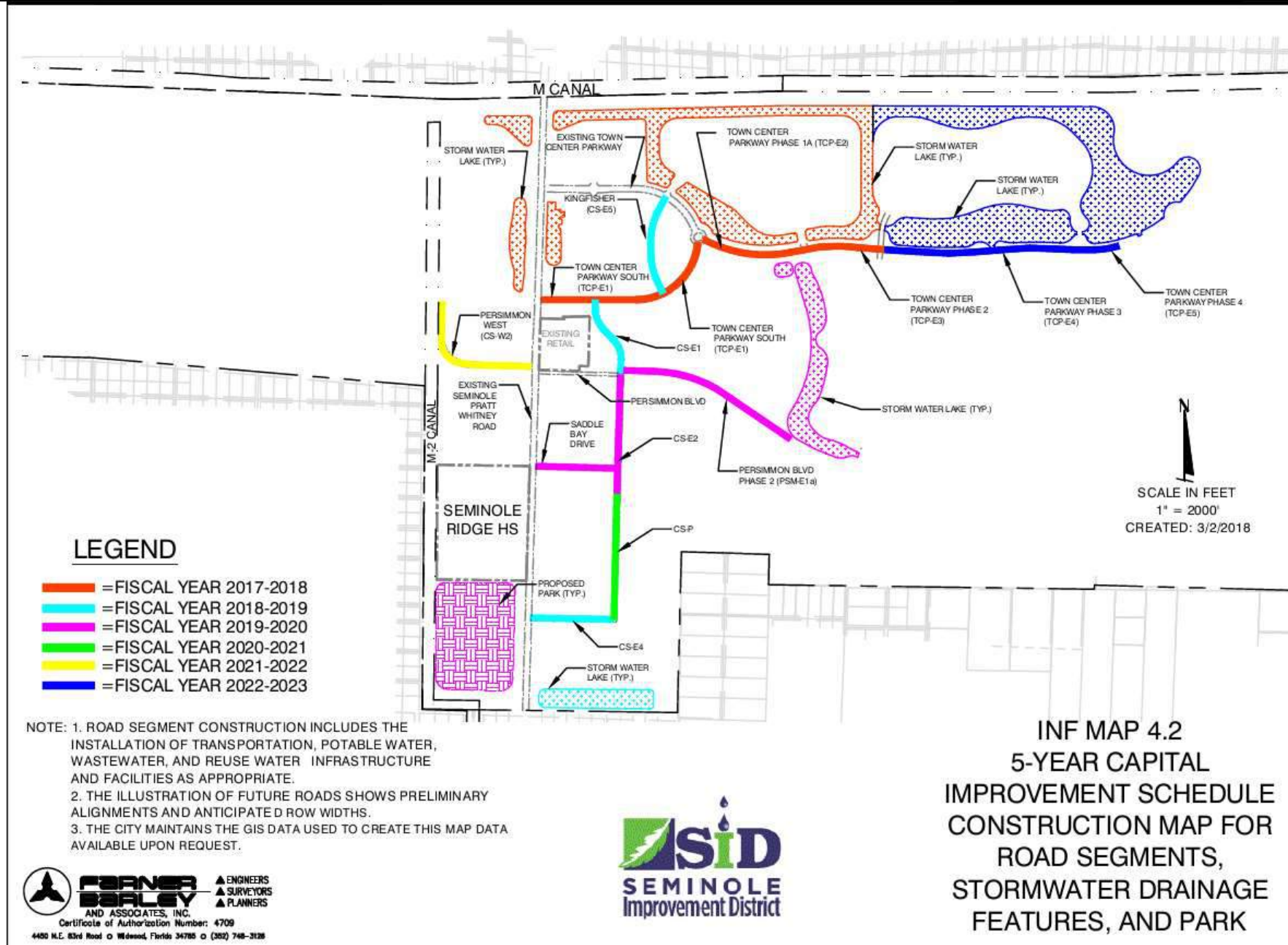
5-Year Capital Improvements Schedule: Design and Permitting									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$300,000.00						\$300,000.00	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$240,345.00						\$240,345.00	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$199,197.16						\$199,197.16	Developer / Bonds
CS-E1	High		\$56,693.16					\$56,693.16	Developer / Bonds
Kingfisher (CS-E5)	High		\$61,995.20					\$61,995.20	Developer / Bonds
CS-E4	High		\$51,439.00					\$51,439.00	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$68,452.81				\$68,452.81	Developer / Bonds
Saddle Bay Drive	High			\$51,000.00				\$51,000.00	Developer / Bonds
CS-E2	High			\$83,549.13				\$83,549.13	Developer / Bonds
CS-P	High				\$368,046.00			\$368,046.00	Developer / Bonds
Persimmon West (CS-W2)	High					\$207,342.00		\$207,342.00	Developer / Bonds
Town Center Parkway (E-4, E-5)	High	-	-	-	-	-	\$413,763.22	\$413,763.22	Developer / Bonds
Community Park	High		\$200,000					\$200,000	Developer / Bonds



City of Westlake Comprehensive Plan

5-Year Capital Improvements Schedule: Community Park									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Community Park				\$3,300,000.00				\$3,300,000.00	Developer / Bonds

*SID will provide infrastructure through financing, special assessments, or developer contributions; which may include developer constructing the improvements and turning the same over to SID or the City, as appropriate





CHAPTER 9. INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL ICE 1

PROVIDE EFFECTIVE INTERGOVERNMENTAL COORDINATION.

Objective ICE 1.1

Coordinate with Palm Beach County, adjacent municipalities, special districts, and other regional and local agencies as necessary and appropriate.

Policy ICE 1.1.1

Consider the Treasure Coast Regional Planning Council (TCRPC) Regional Policy Plan, the Palm Beach County Comprehensive Plan, the comprehensive plans of adjacent local governments, and the South Florida Water Management District’s 2013 Lower East Coast Water Supply Plan Update in developing and amending the Plan.

Policy ICE 1.1.2

Consider the particular effects of the Plan, when adopted, on the development of adjacent municipalities, Palm Beach County, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require, during amendments to the Plan.

Policy ICE 1.1.3

Participate in the TCRPC’s dispute resolution process to bring intergovernmental disputes to closure in a timely manner.

Policy ICE 1.1.4

Participate in the Intergovernmental Plan Amendment Review Committee (IPARC) in order to ensure communication and coordination with other governmental entities on comprehensive planning issues.

Policy ICE 1.1.5

The City Council, at a public hearing, shall evaluate whether joint planning areas are appropriate to address annexation, municipal incorporation, joint infrastructure, and other possible joint planning issues that may arise from time to time. At the public hearing, the City Council’s evaluation will consider the cost efficiency and effectiveness of joint planning areas for those issues. The City will enter into joint planning agreements to address planning for municipal service needs as necessary.



Policy ICE 1.1.6 Implement annexation review procedures for evaluating the consistency of proposed municipal annexations with Chapter 171, Florida Statutes. The annexation review procedures shall address the following:

- a) Inter-agency coordination;
- b) Impact on service delivery;
- c) Consistency with Chapter 171, Florida Statutes;
- d) Interlocal agreements for service delivery;
- e) Consistency of future land use designations;
- f) Facilitation/mediation of interjurisdictional conflicts resulting from annexation.

Policy ICE 1.1.7 Coordinate with federal, state, and local governments and agencies regarding storm preparedness and emergency management for safe and timely evacuation and appropriate sheltering.

Policy ICE 1.1.8 The City Council, at a public hearing, and upon the advice of the City Manager and City Attorney, shall evaluate and consider entering into interlocal agreements to address any of the subject matter otherwise addressed in this Element.

Policy ICE 1.1.9 Within one year after the initial adoption of the Plan, establish (or join) an interlocal or other formal coordination mechanism that addresses the impacts of development proposed in the Plan upon development in adjacent municipalities and Palm Beach County and establishment of level of service standards for any public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities within the City. Coordination mechanisms with regard to level of service standards on collector and arterial roadways shall be consistent with the Palm Beach County Charter and Palm Beach County Traffic Performance Standards Ordinance, Article 12 ULDC.

Policy ICE 1.1.10 Coordinate with the City of West Palm Beach regarding protection of the City of West Palm Beach Water Catchment Area.

Objective ICE 1.2 Coordinate with the School Board of Palm Beach County, SID, and other units of local government providing services but not having regulatory authority over the use of land regarding adequate public school facilities, school sites, and population projections.

Policy ICE 1.2.1 Share data and analysis regarding the City’s population projections with the School Board and other units of local government on an annual basis. Monitor population projections prepared by the School Board, SID, and other units of



local government to determine consistencies and differences with the City’s population projections and work with these entities on population projections.

Policy ICE 1.2.2

Participate in the Comprehensive Palm Amendment Coordinated Review Interlocal Agreement dated October, 1993 in effect at the time of adoption of this Comprehensive Plan, and the Multi-Jurisdictional Issues Coordination Forum Interlocal Agreement dated October, 1993 in effect at the time of the adoption of this Comprehensive Plan to ensure adequate school facilities are available to meet the needs of the City’s residents.

Objective ICE 1.3

Coordinate with units of government providing services but not having regulatory authority over the use of land within the City.

Policy ICE 1.3.1

Coordinate with Federal, State, and County authorities to ensure that the City receives a proportionate share of revenue allocations, facilities, and service improvements.

Policy ICE 1.3.2

The following joint processes for collaborative planning and decision making on the location and extension of public facilities subject to concurrency and/or the siting of facilities with countywide significance shall be implemented:

- a) Implement the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”).
- b) Recognize and comply with the provisions of the Palm Beach County Traffic Performance Standards Ordinance, Article 12 ULDC, as they apply.
- c) Coordinate with the Palm Beach Transportation Planning Agency (TPA) concerning the siting of facilities in Palm Beach TPA 2040 Long Range Transportation Plan adopted October 16, 2014.
- d) Coordinate with Palm Beach County concerning the siting of facilities in the Palm Beach County 5-Year Road Plan.
- e) Collaborate with other local governments concerning the siting of facilities of countywide significance, including locally unwanted land uses whose nature and identity have been established in an Agreement.

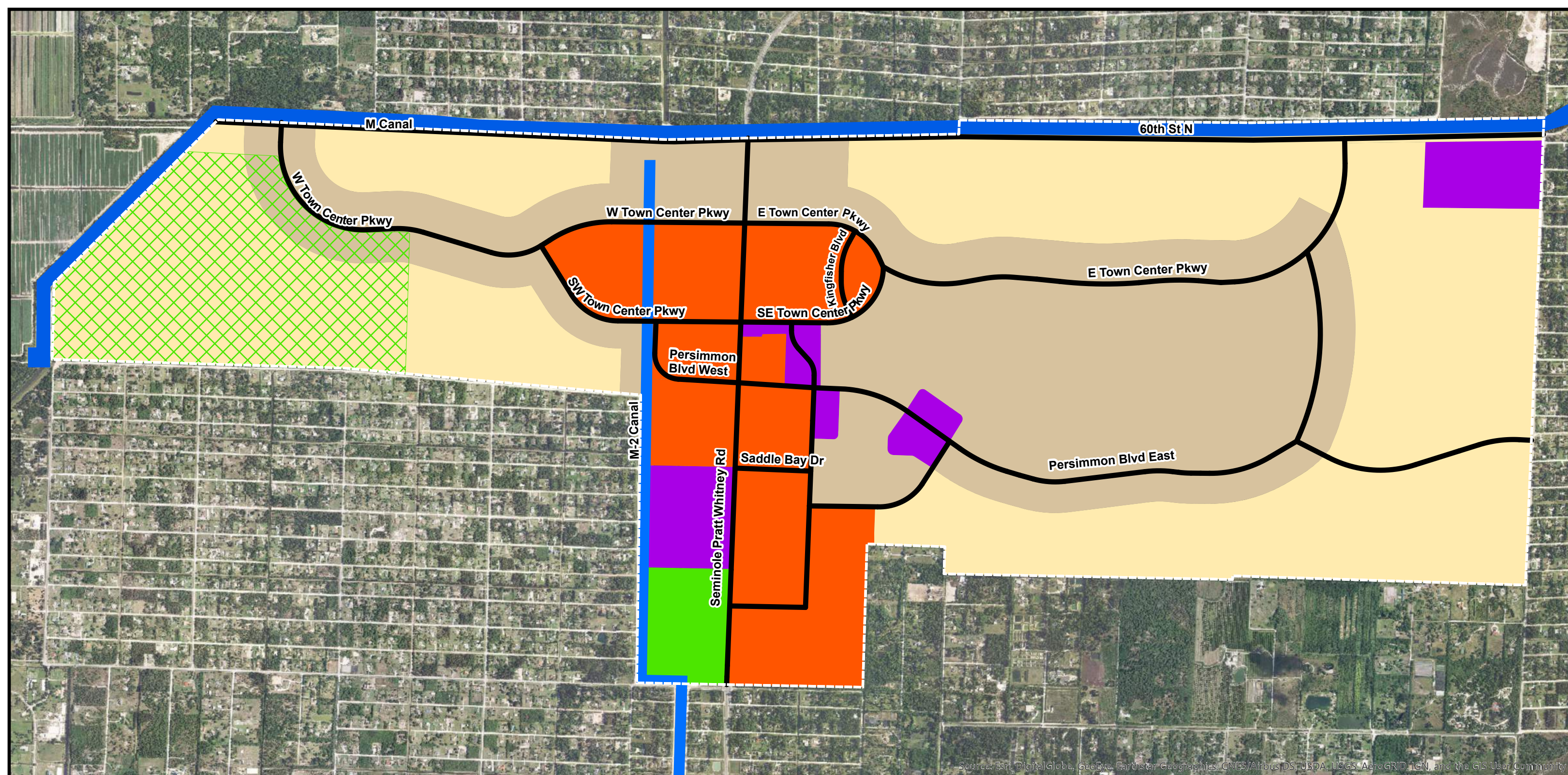


- Policy ICE 1.3.3** Coordinate with the South Florida Water Management District and Palm Beach County on the implementation of the 2013 Lower East Coast Water Supply Plan Update.

- Policy ICE 1.3.4** Participate as a municipality within Palm Beach County's Fire/Rescue Municipal Service Taxing Unit for Fire-Rescue, Fire Protection, Advanced Life Support (or Similar Emergency Services), Fire Code Enforcement and Other Necessary and Incidental Services.

- Policy ICE 1.3.5** Engage Palm Beach County Sheriff's Office for the provision of police services.

- Policy ICE 1.3.6** Implement the SID-Westlake Interlocal, which contains the mechanisms for coordination between SID and the City for planning, funding, constructing, maintaining, and evaluating needed public facilities and infrastructure, and where appropriate, development orders.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

FUTURE LAND USE

- Residential 1
- Residential 2
- Downtown Mixed Use
- Civic
- Open Space & Recreation
- Solar Energy Overlay

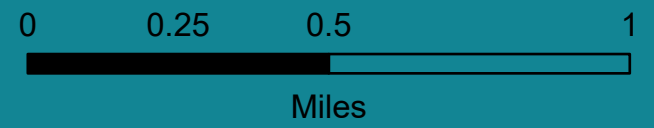
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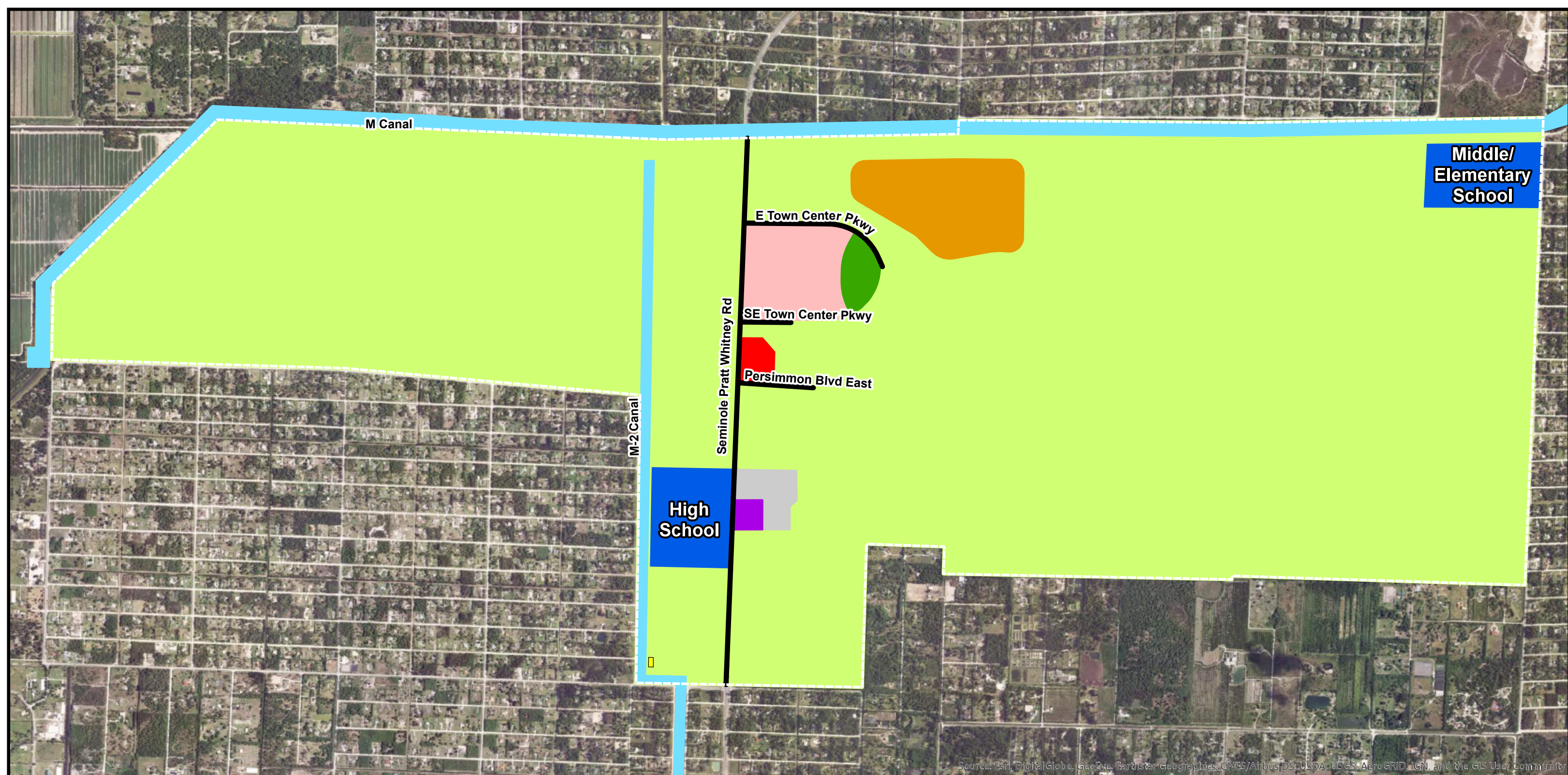
- Roads
- Major Canal and ROW
- City Boundary

Note 1: The illustration of roads shows preliminary alignments.
 Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXISTING LAND USE

- Agriculture / Vacant
- Utility
- Educational Uses

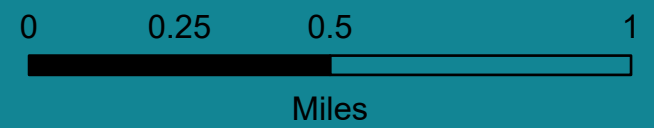
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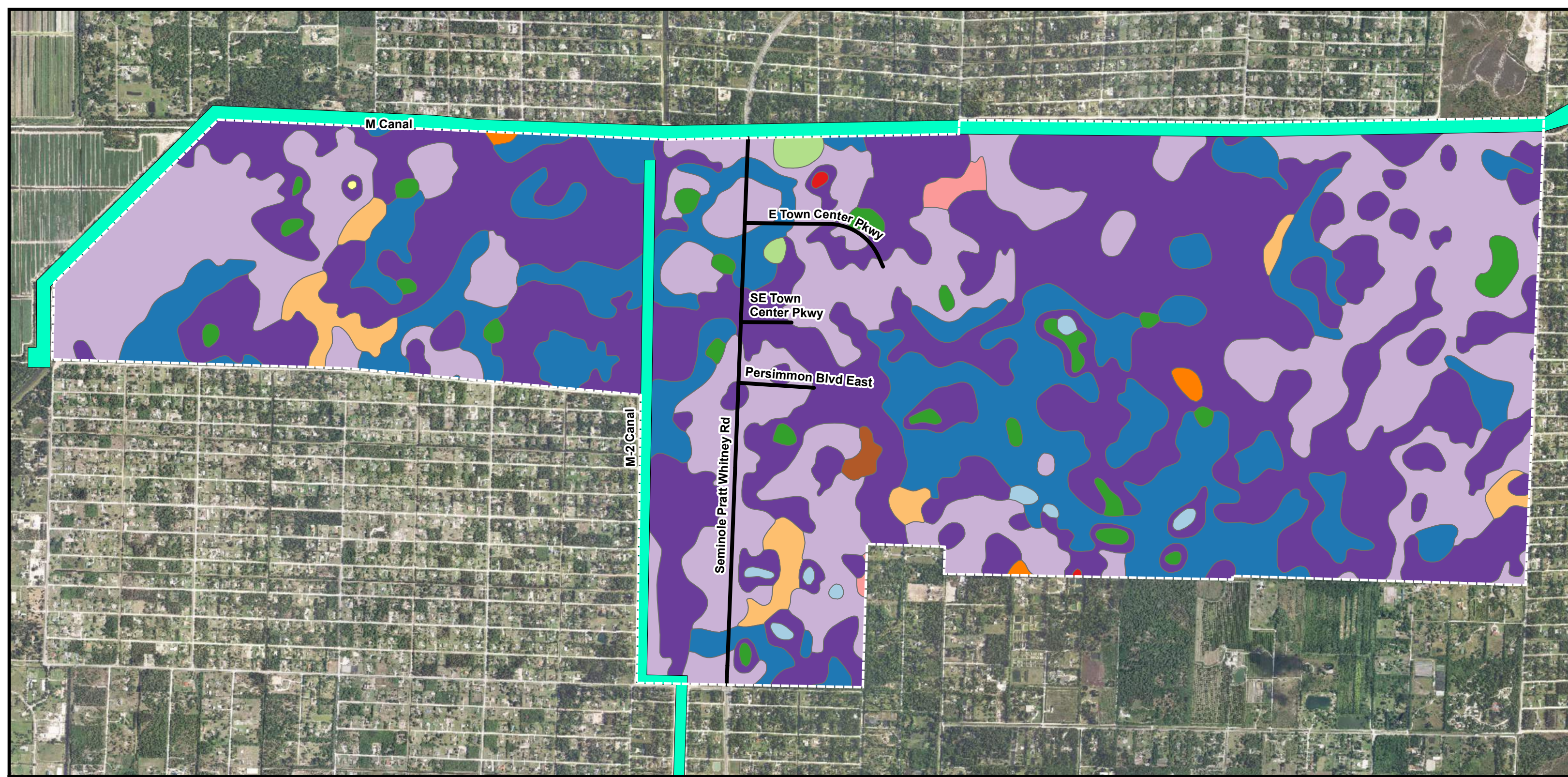
- Commercial
- Residential Development in Progress
- Industrial
- Commercial Development in Progress
- Civic
- Recreational Development in Progress
- Roads
- Major Canal and ROW
- City Boundary

Note: The City maintains the GIS data used to create this map. Data available upon request.













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SOILS

 ARENTS-URBAN LAND COMPLEX, ORGANIC SUBSTRATUM	 HALLANDALE FINE SAND	 RIVIERA FINE SAND
 BOCA FINE SAND	 OKEELANTA MUCK	 RIVIERA FINE SAND, DEPRESSIONAL
 CHOBEE FINE SANDY LOAM	 PINEDA FINE SAND	 TEQUESTA MUCK
 FLORIDANA FINE SAND	 PINELLAS FINE SAND	 WABASSO FINE SAND

OTHER

 Roads
 Major Canal and ROW
 City Boundary

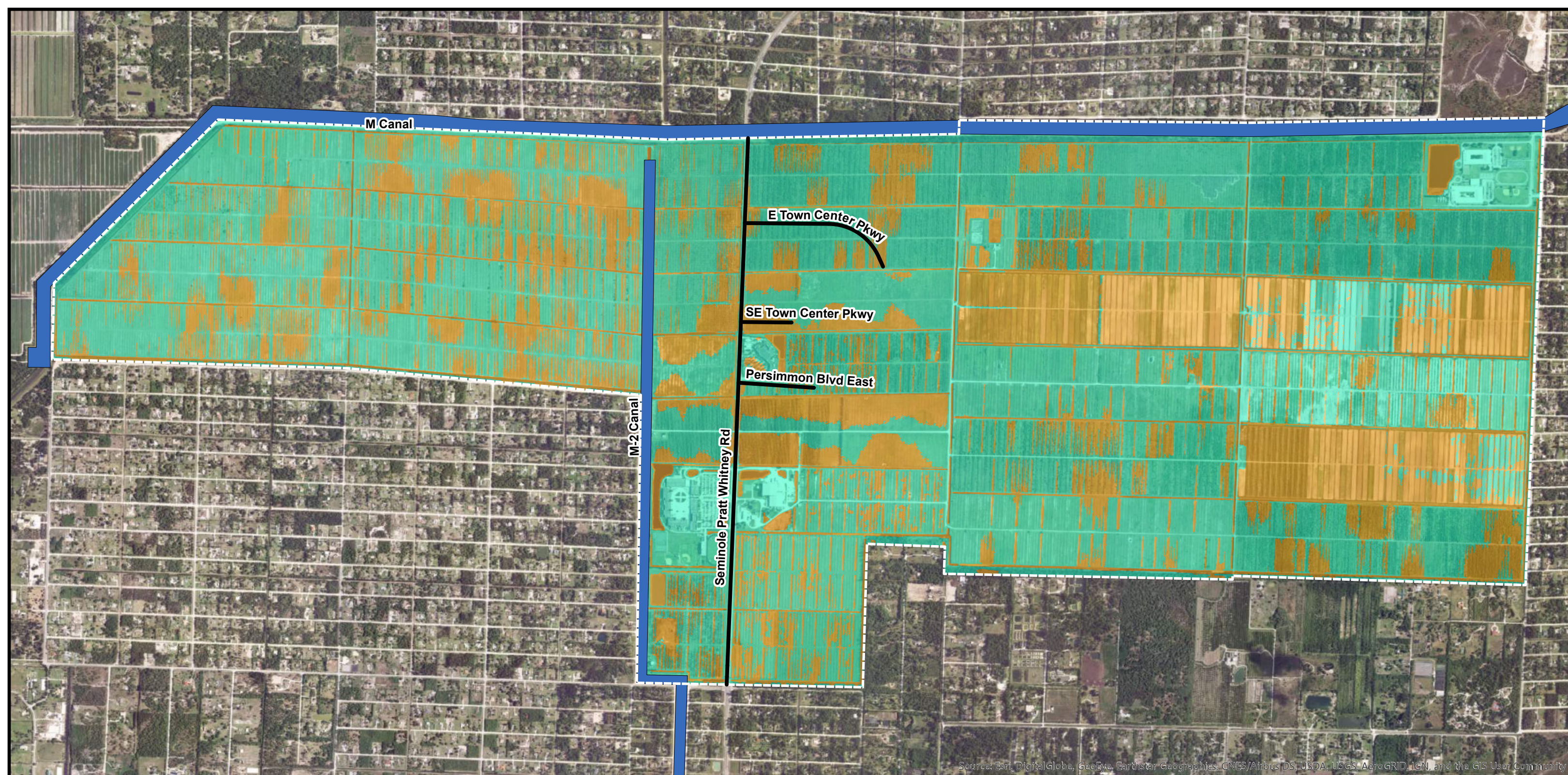
Note: The City maintains the GIS data used to create this map. Data available upon request.

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Source: U.S. Department of Agriculture, Natural Resources Conservation Service, 2013



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

FLOODPLAIN MAP

- Zone AE
- Zone X

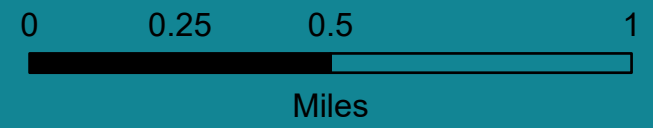
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- Roads
- Major Canal and ROW
- City Boundary

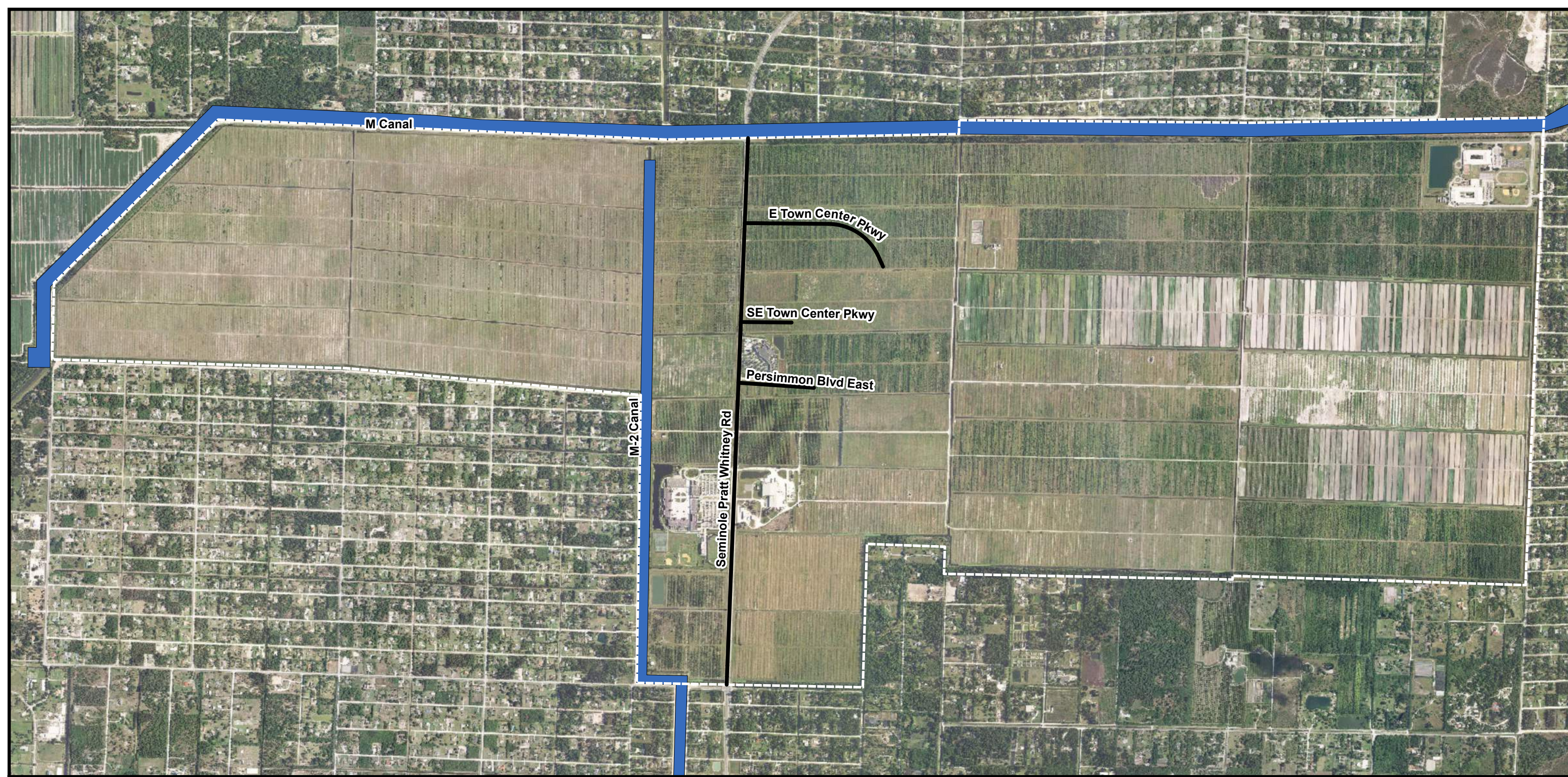
Note: The City maintains the GIS data used to create this map. Data available upon request.




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Source: Flood Insurance Rate Map, effective October 5, 2017



-  Roads
-  Major Canal and ROW
-  City Boundary

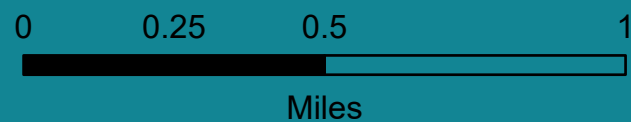
Note 1: There are currently no existing or planned potable waterwells, cones of influence, or wellhead protection areas within the City.

Note 2: The M Canal is part of the West Palm Beach public water supply system.

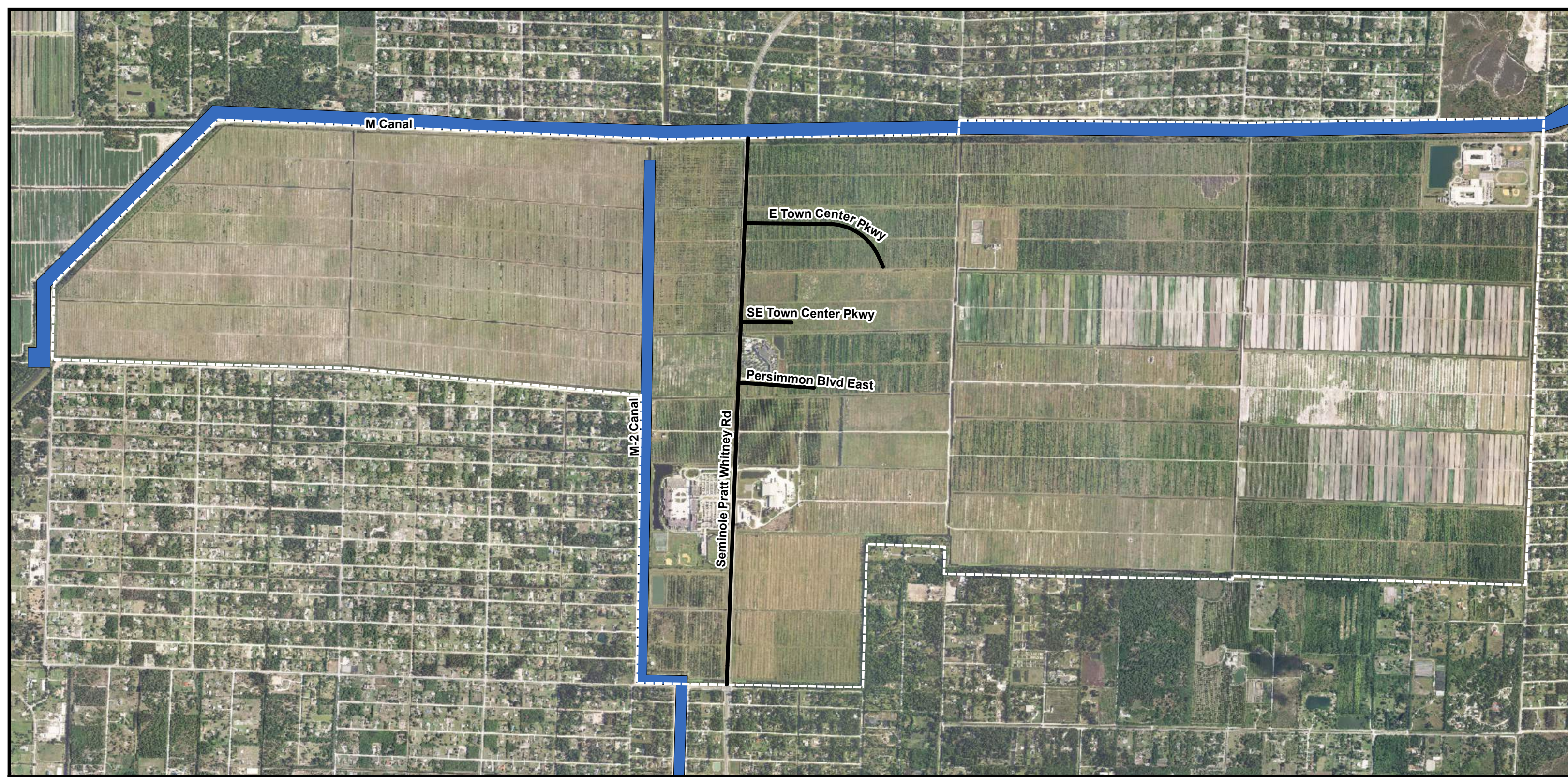
Note 3: The City maintains the GIS data used to create this map. Data available upon request.




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FLU Map 2.5: Existing and Planned Public Potable Waterwells, Cones of Influence and Wellhead Protection Areas Map



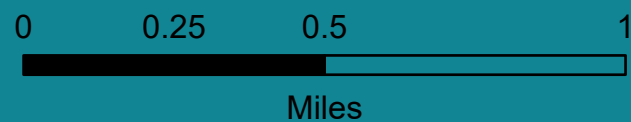
-  Roads
-  Major Canal and ROW
-  City Boundary

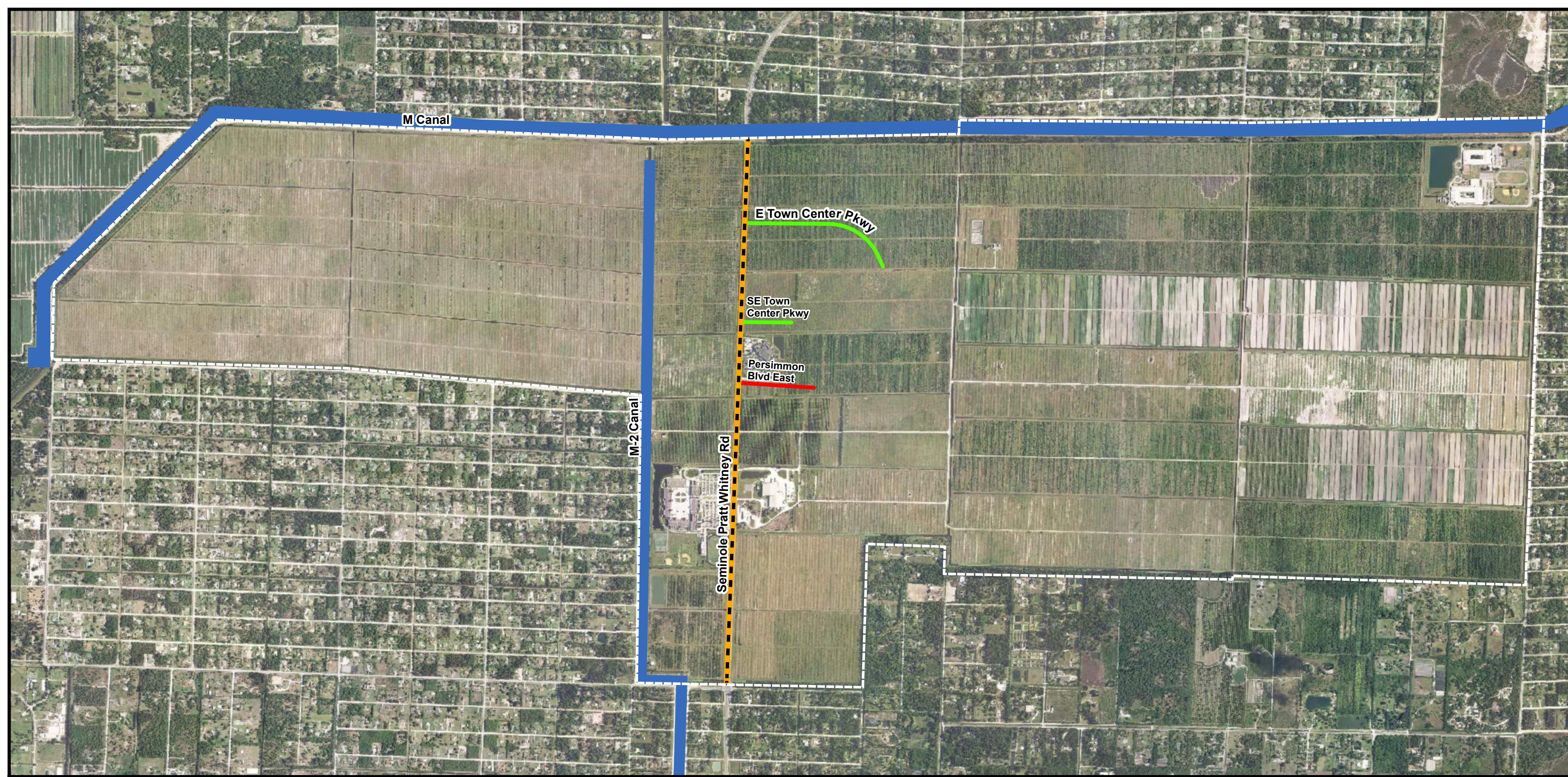
Note 1: The City of Westlake does not have any wetlands.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
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ROADS - CITY

- Major Collector - Two Lane
- Major Collector - Four Lane Divided

ROADS - COUNTY

- Minor Arterial - Four Lane Divided

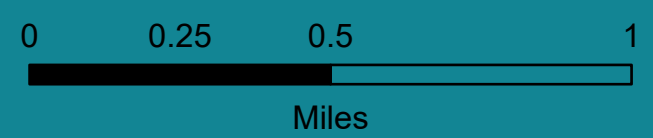
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- Major Canal and ROW
- City Boundary

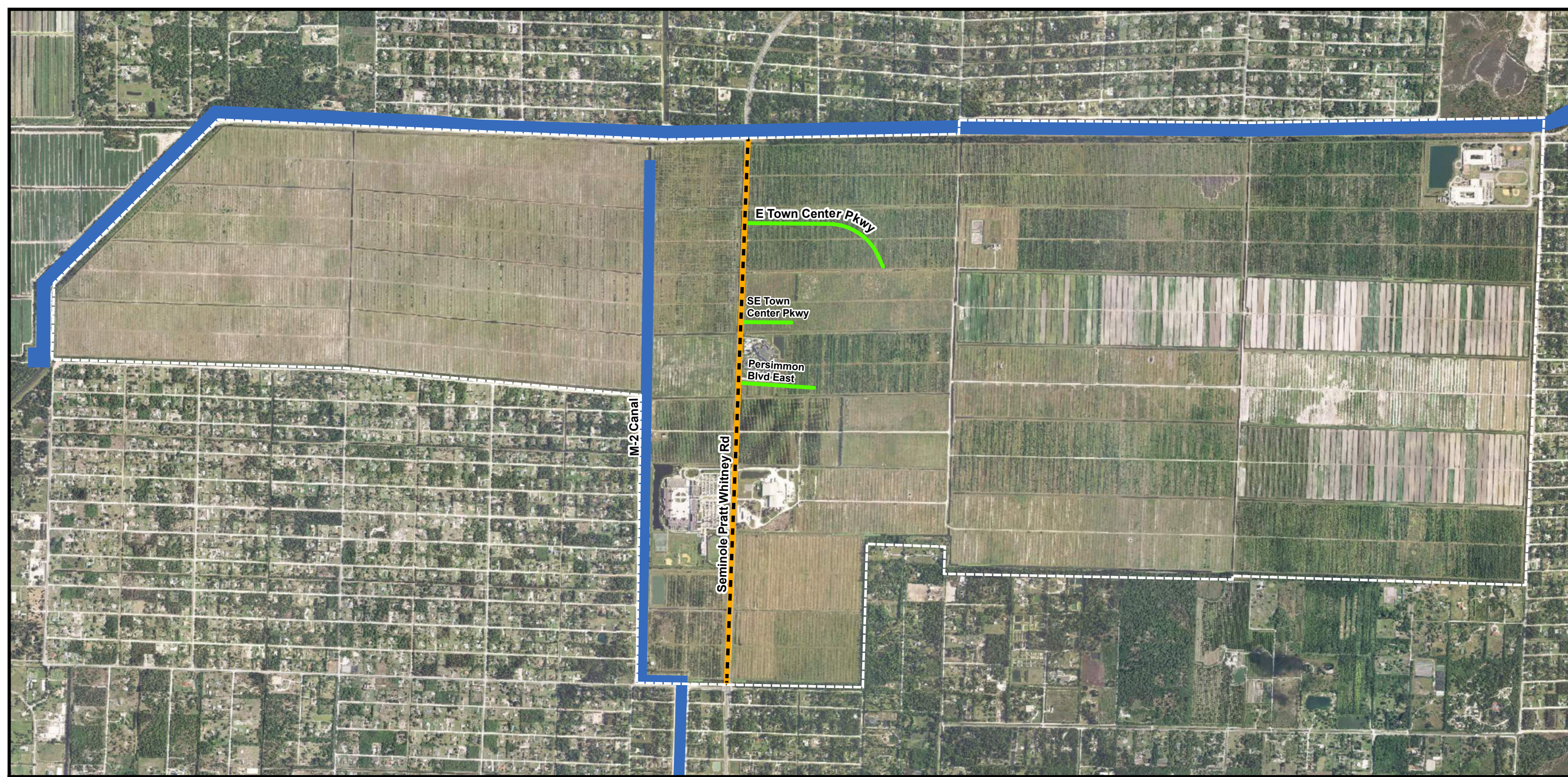
**City of Westlake
Comprehensive Plan**

Note: The City maintains the GIS data used to create this map.
Data available upon request.



Revision Date: March 12, 2018



TE Map 3.1: Existing Traffic Circulation, Function Classification, and Road Network Jurisdiction Map





EXISTING ROAD LEVEL OF SERVICE

-  C
-  D or Better*

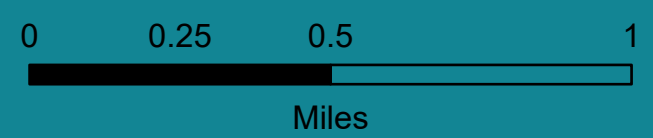
*The precise level of service for roads indicated as level "D or Better" is not available because the roads have not been in service long enough to properly analyze them under normal traffic conditions.

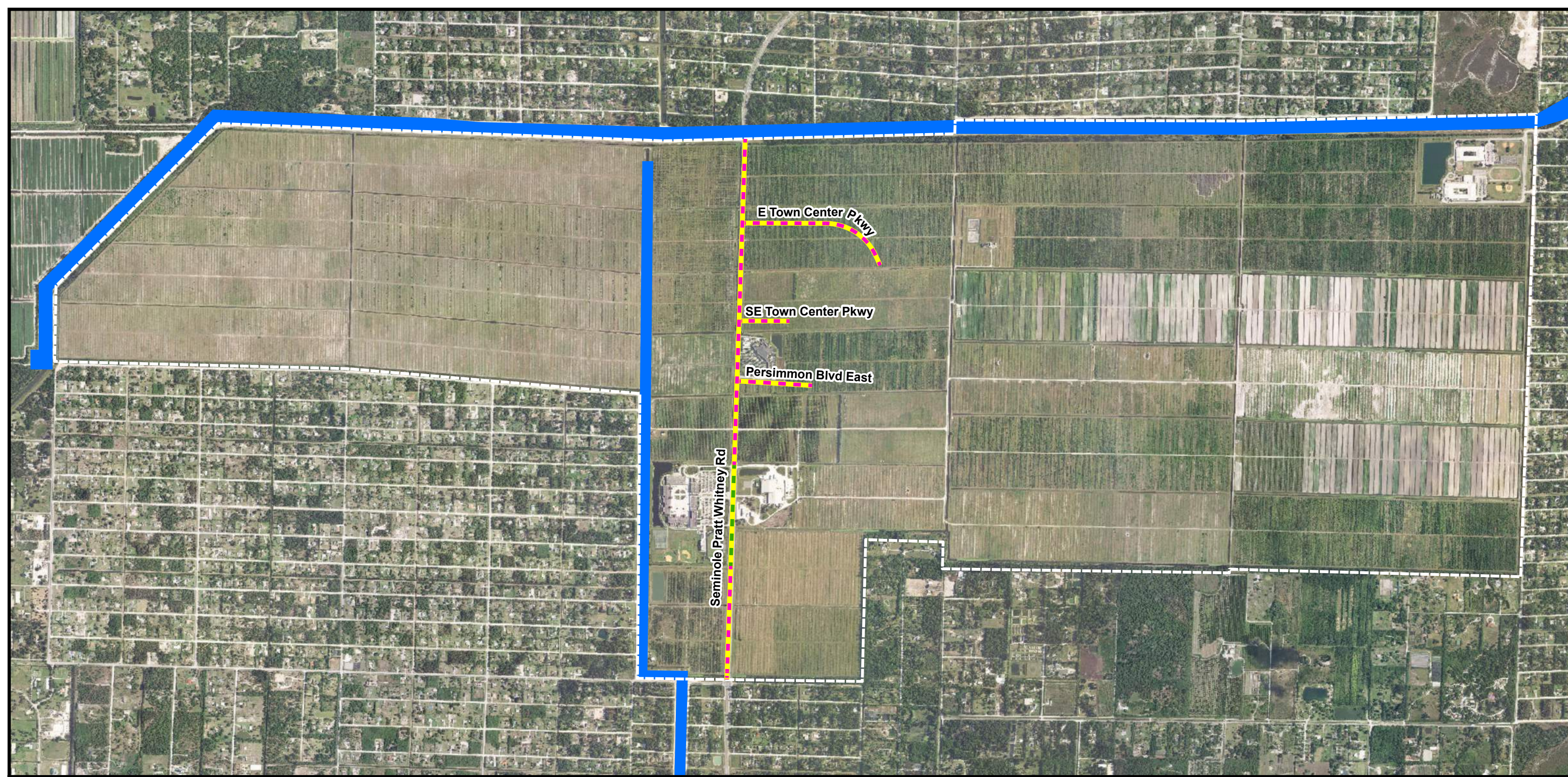
OTHER

-  Major Canal and ROW
-  City Boundary

Note: The City maintains the GIS data used to create this map. Data available upon request.

Revision Date: March 12, 2018





SHARED USE PATHS, SIDEWALKS, AND BICYCLE LANES

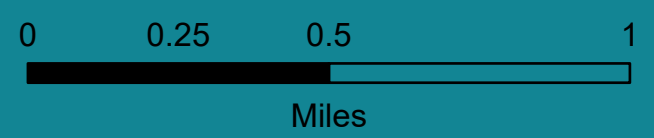
- - - Shared Use Paths and Bicycle Lanes
- - - Sidewalks and Bicycle Lanes

OTHER

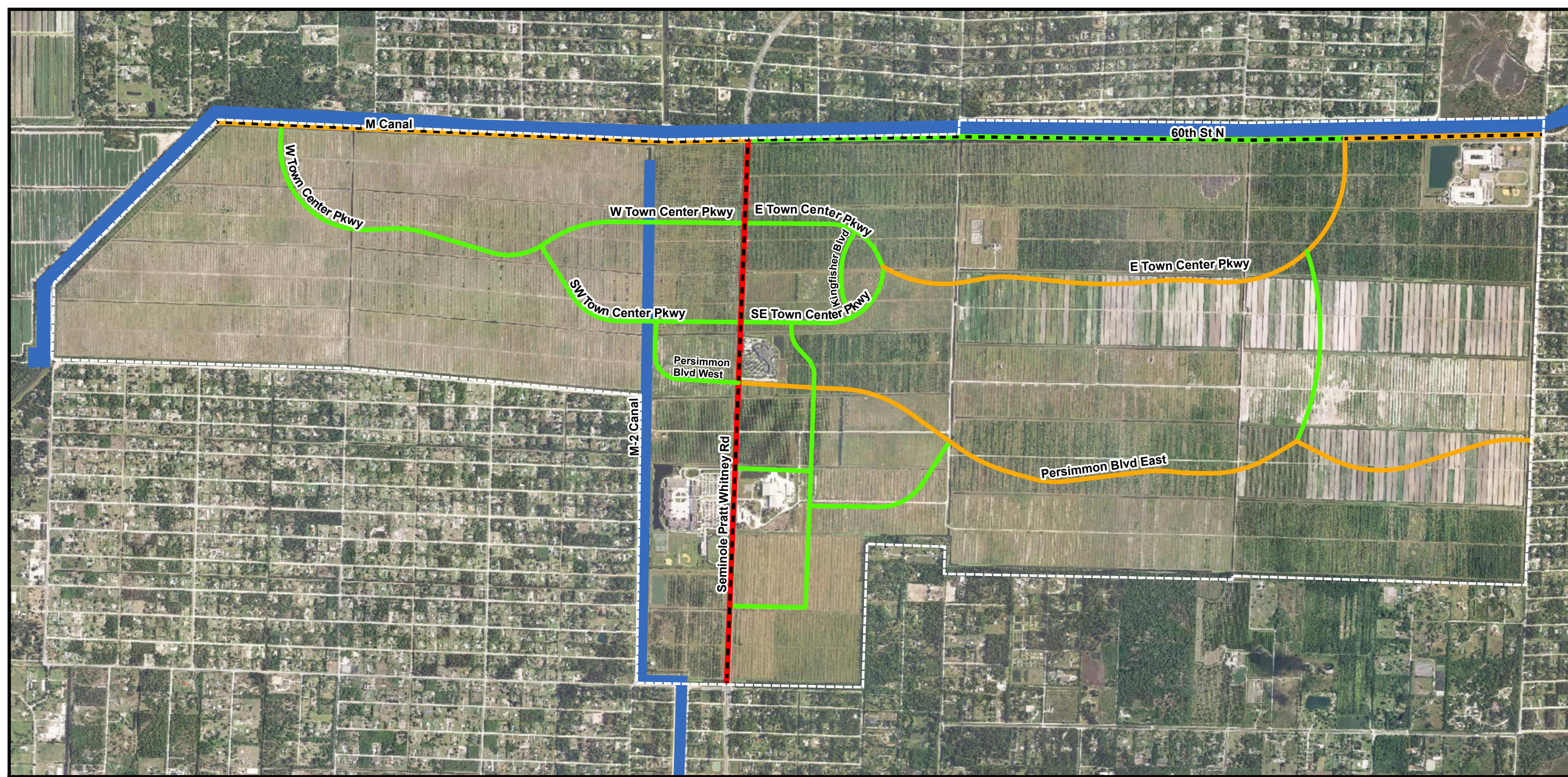
- Major Canal and ROW
- City Boundary

Note: The City maintains the GIS data used to create this map.
Data available upon request.

Revision Date: March 12, 2018



TE Map 3.3: Existing Shared Use Paths, Sidewalks, and Bicycle Lanes Map



FUTURE ROADS - CITY

- Two Lane
- Four Lane Divided

FUTURE ROADS - COUNTY

- Two Lane
- Four Lane Divided
- Six Lane Divided

OTHER

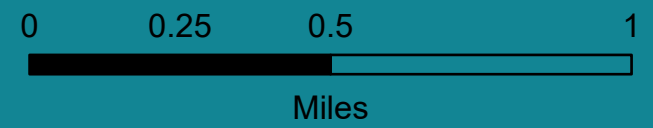
- Major Canal and ROW
- City Boundary

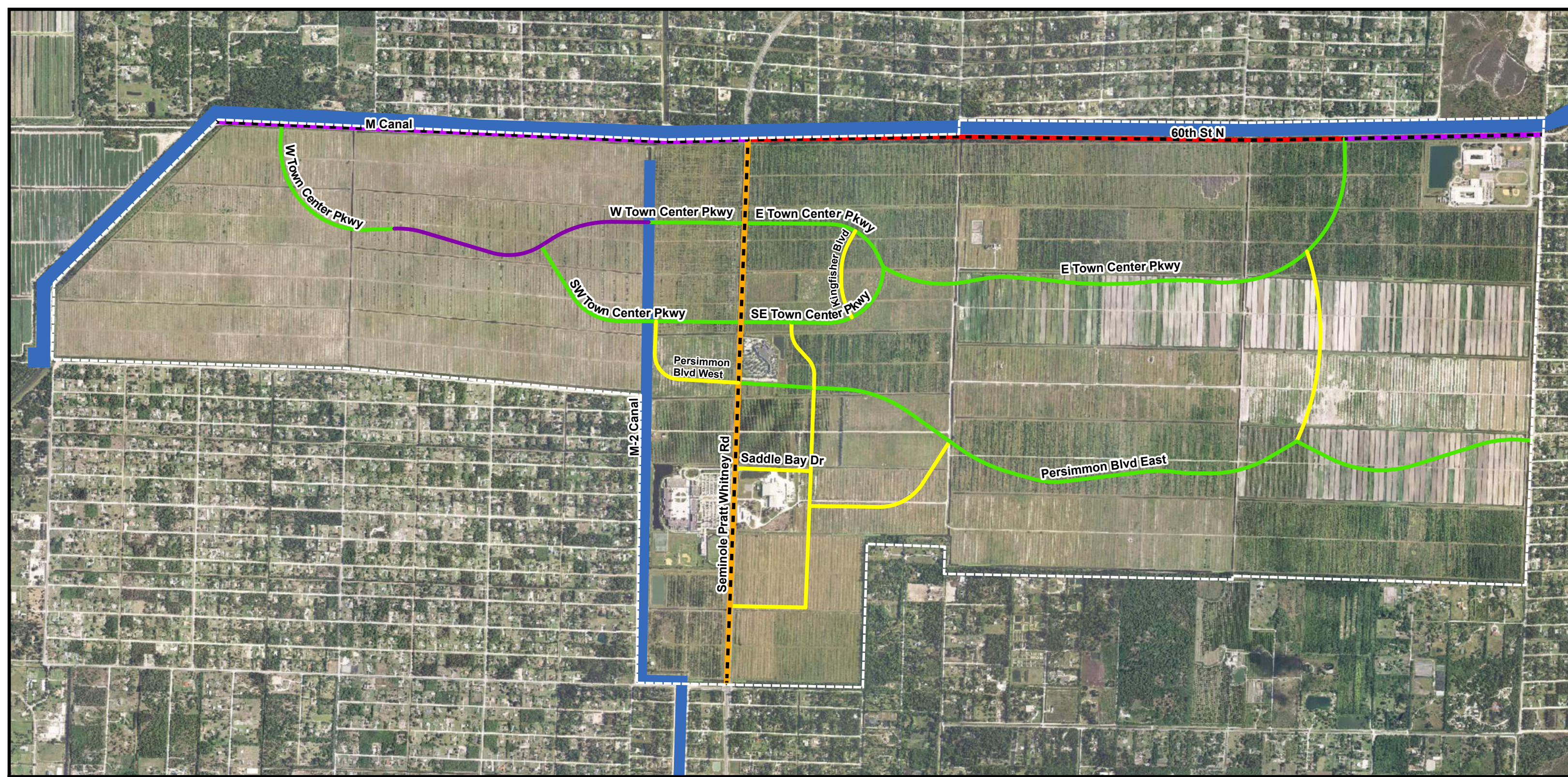
Note 1: The illustration of future roads shows preliminary alignments and anticipated road lanes.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
Comprehensive Plan**

Revision Date: March 12, 2018





FUTURE ROADS - CITY

- Major Collector, 100 Foot Right of Way
- Major Collector, 80 Foot Right of Way
- Minor Collector, 80 Foot Right of Way

FUTURE ROADS - COUNTY

- Minor Arterial, 120 Foot Right of Way
- Major Collector, 100 Foot Right of Way
- Minor Collector, 100 Foot Right of Way

OTHER

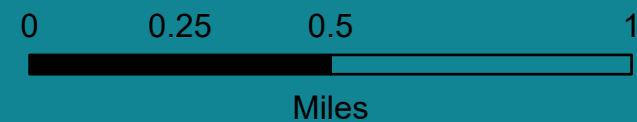
- Major Canal and ROW
- City Boundary

Note 1: The illustration of future roads shows preliminary alignments and anticipated road ROW widths.

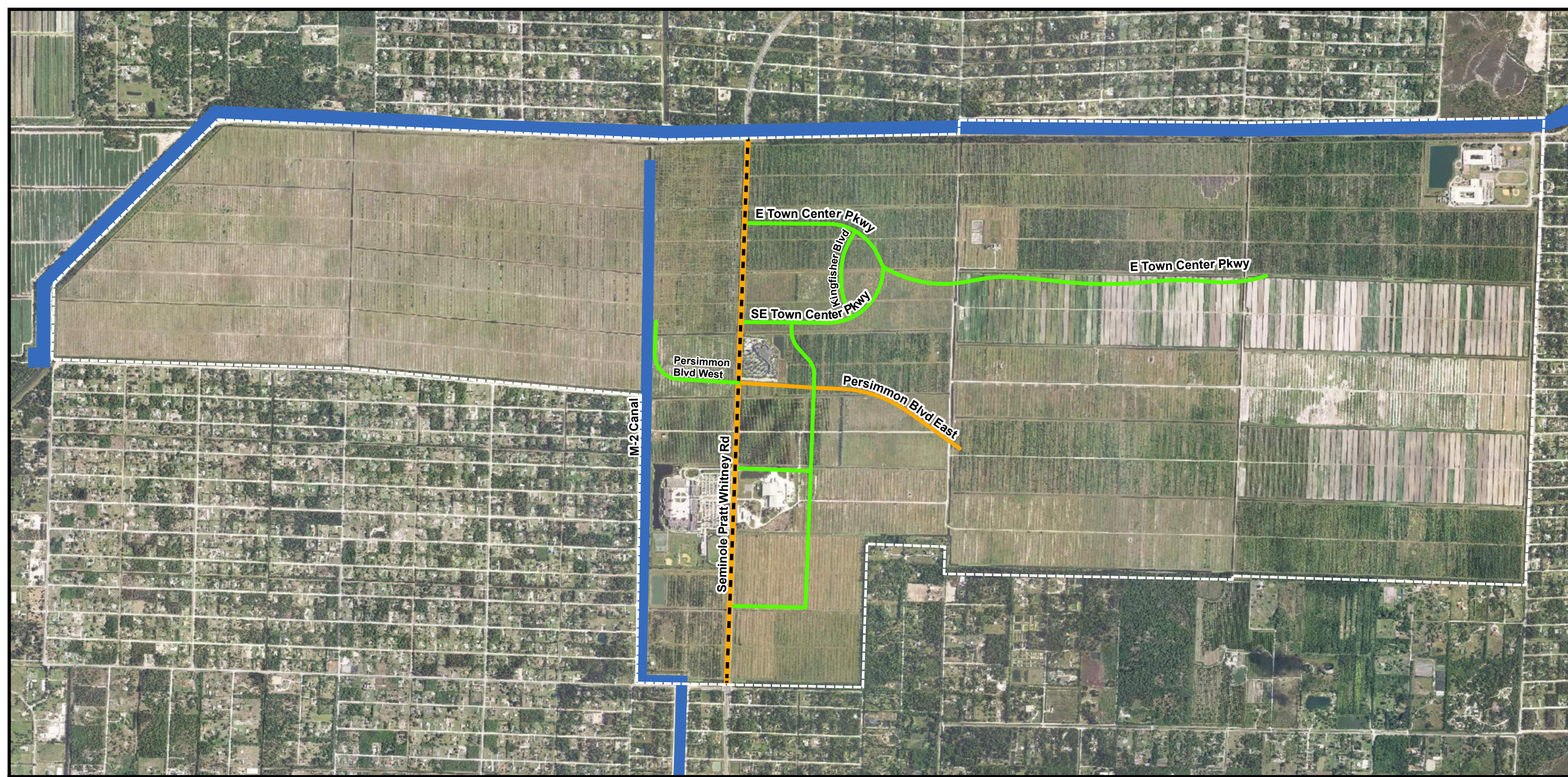
Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
Comprehensive Plan**

Revision Date: March 12, 2018



TE Map 3.5: 2038 Future Functional Classification Map



FUTURE ROADS - CITY

- Two Lane
- Four Lane Divided

FUTURE ROADS - COUNTY

- Four Lane Divided

OTHER

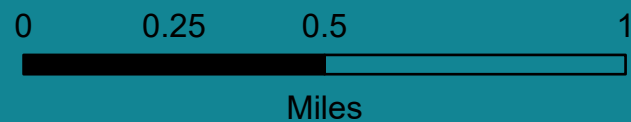
- Major Canal and ROW
- City Boundary

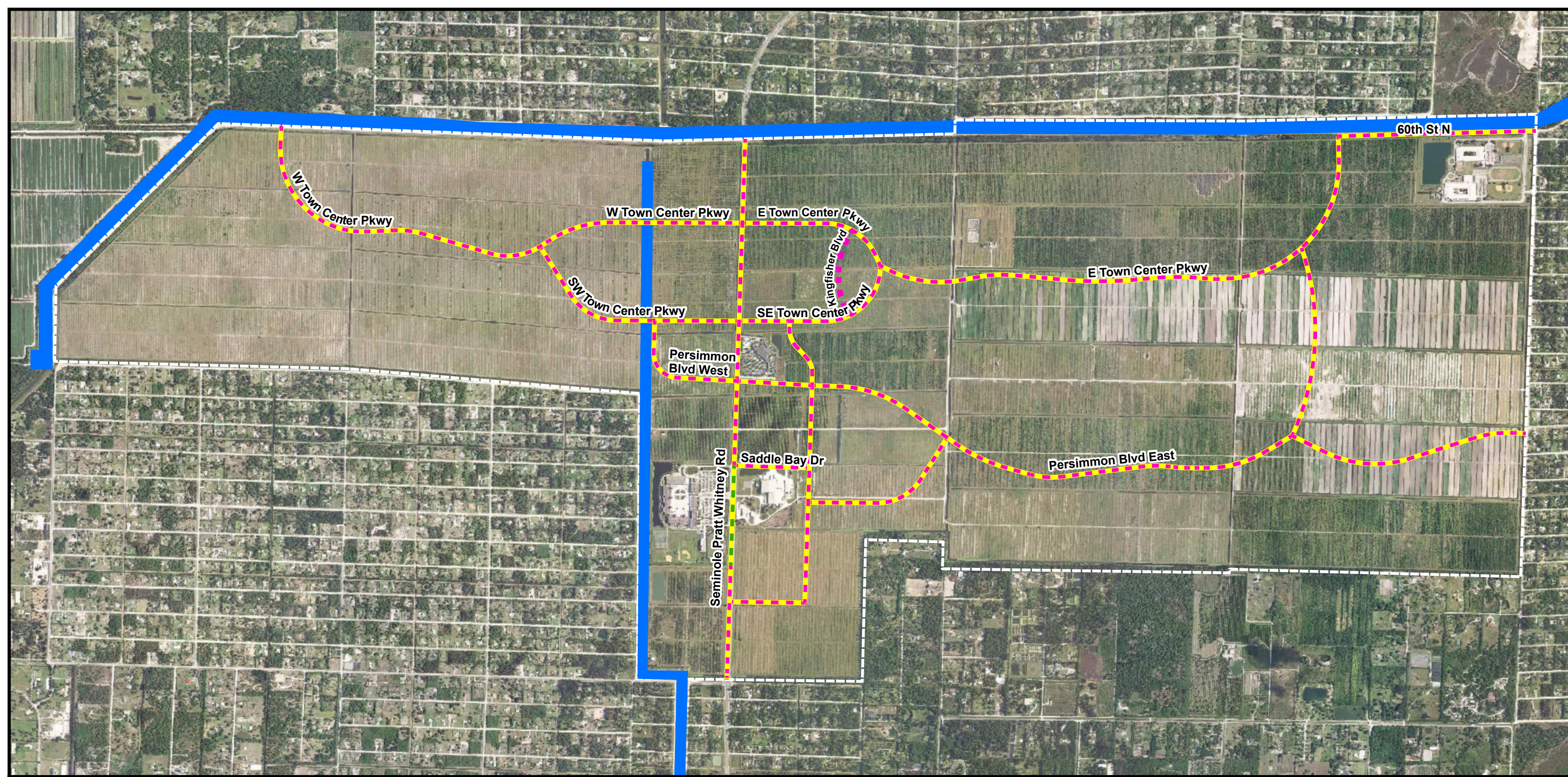
Note 1: The illustration of future roads shows preliminary alignments and anticipated road lanes.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
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FUTURE SHARED USE PATHS, SIDEWALKS, AND BICYCLE LANES

- Shared Use Paths and Bicycle Lanes
- Sidewalks and Bicycle Lanes
- Shared Use Paths

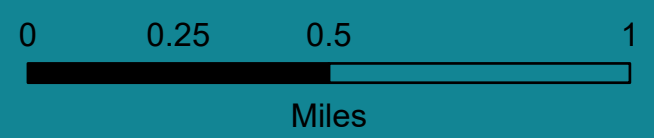
OTHER

- Major Canal and ROW
- City Boundary

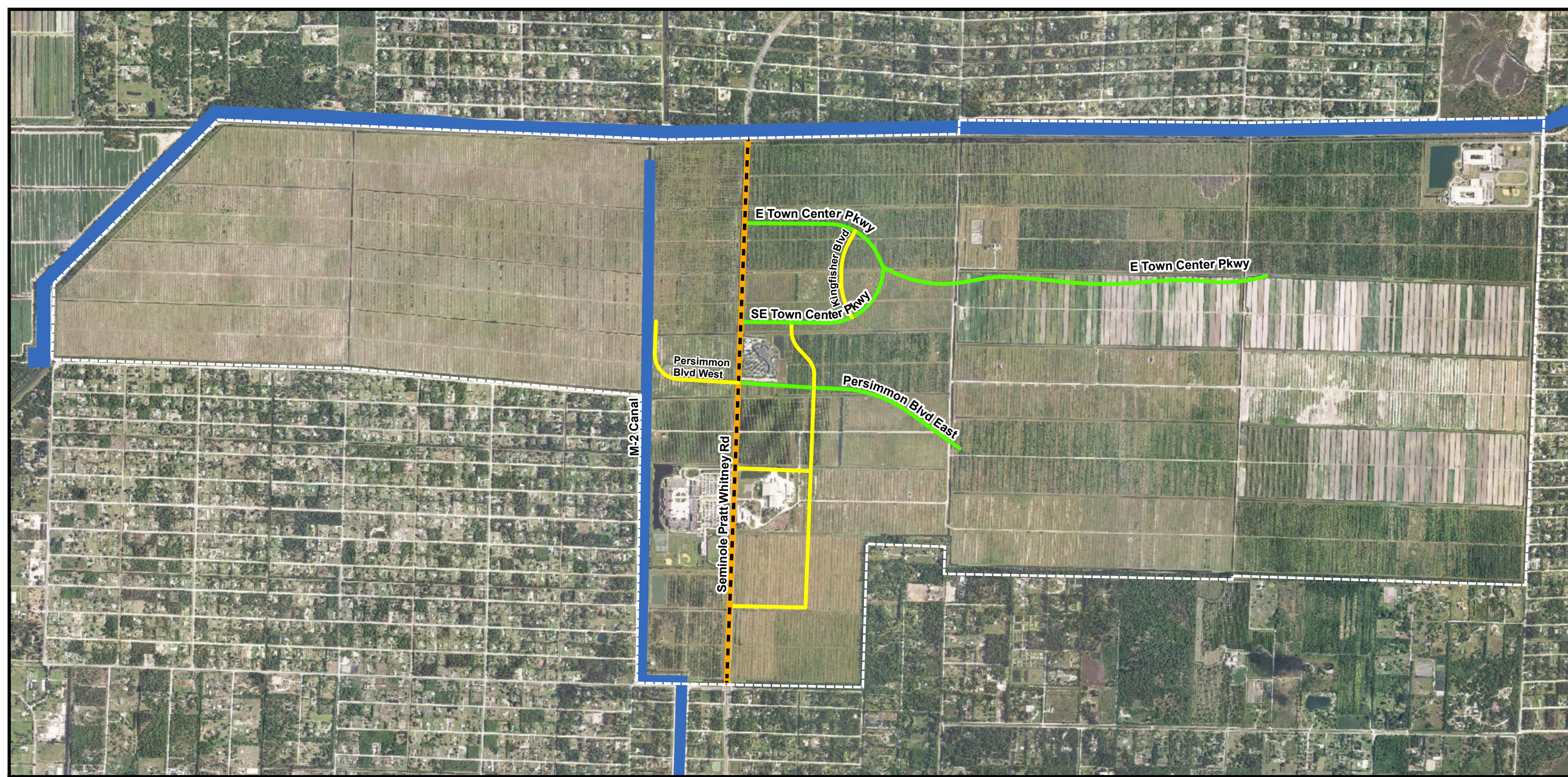
Note 1: The illustration of future facilities shows preliminary alignments.
 Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
 Comprehensive Plan**

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TE Map 3.7: 2038 Future Shared Use Paths, Sidewalks, and Bicycle Lanes Map



FUTURE ROADS - CITY

- Major Collector, 80 Foot Right of Way
- Minor Collector, 80 Foot Right of Way

FUTURE ROADS - COUNTY

- Minor Arterial, 120 Foot Right of Way

OTHER

- Major Canal and ROW
- City Boundary

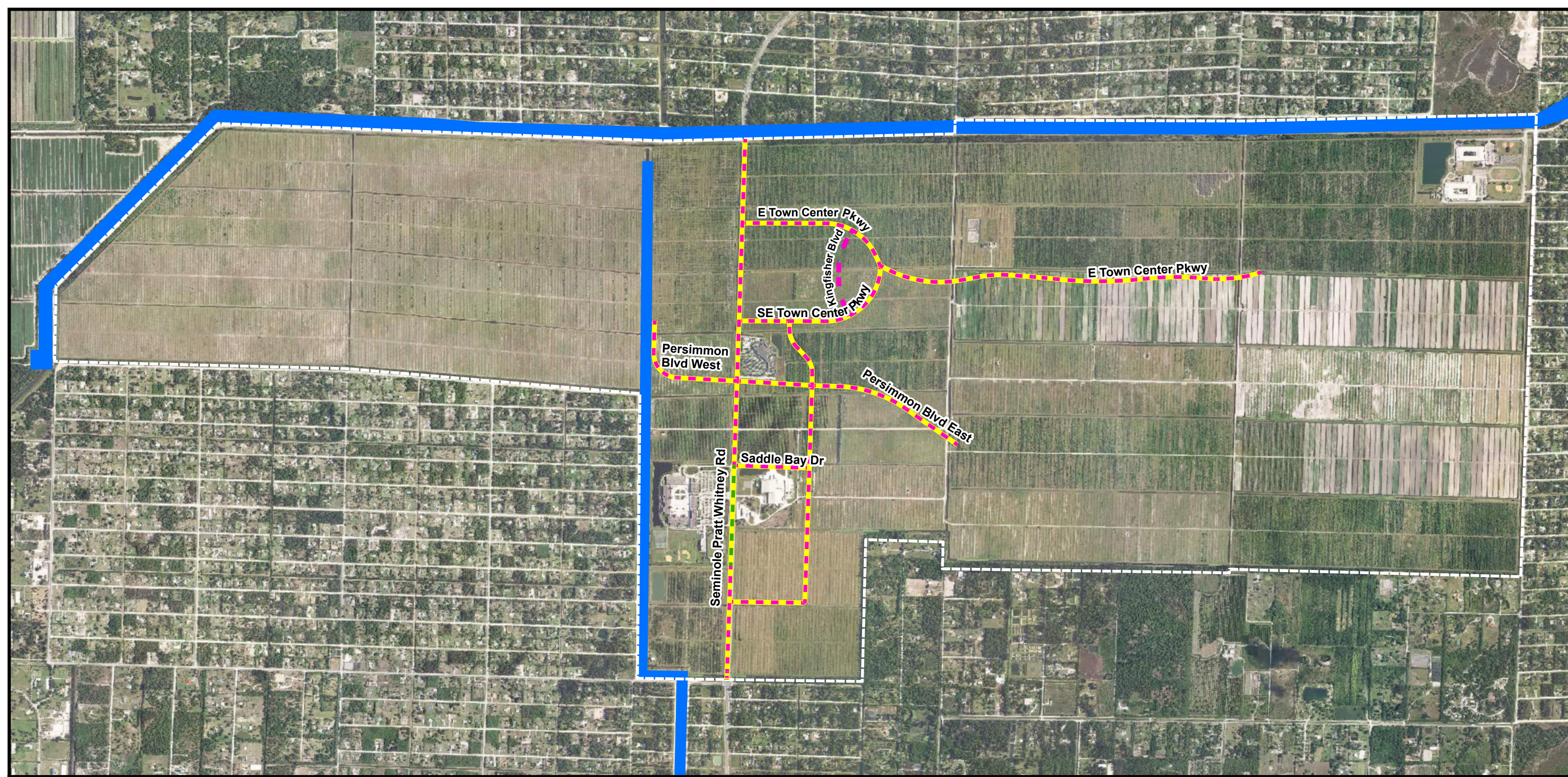
Note 1: The illustration of future roads shows preliminary alignments and anticipated road ROW widths.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
Comprehensive Plan**

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FUTURE SHARED USE PATHS, SIDEWALKS, AND BICYCLE LANES

- - - Shared Use Paths and Bicycle Lanes
- - - Sidewalks and Bicycle Lanes
- - - Shared Use Paths

OTHER

- Major Canal and ROW
- City Boundary

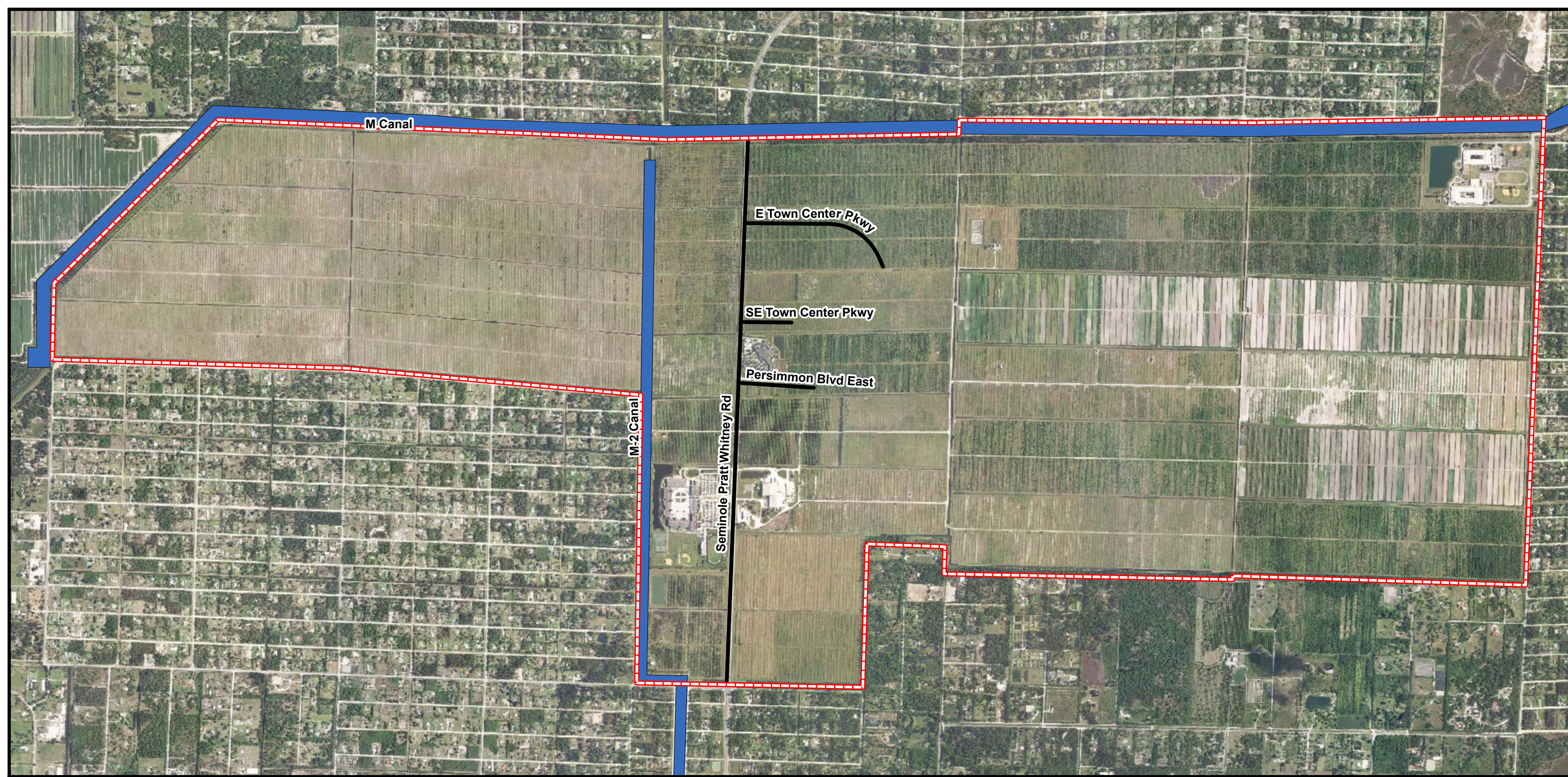
Note 1: The illustration of future facilities shows preliminary alignments.
 Note 2: The City maintains the GIS data used to create this map. Data available upon request.


**City of Westlake
 Comprehensive Plan**

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
TE Map 3.9: 2023 Future Shared Use Paths, Sidewalks, and Bicycle Lanes Map



 Utility Service Area

 City Boundary

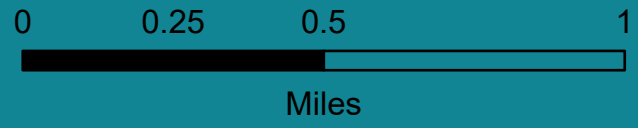
OTHER

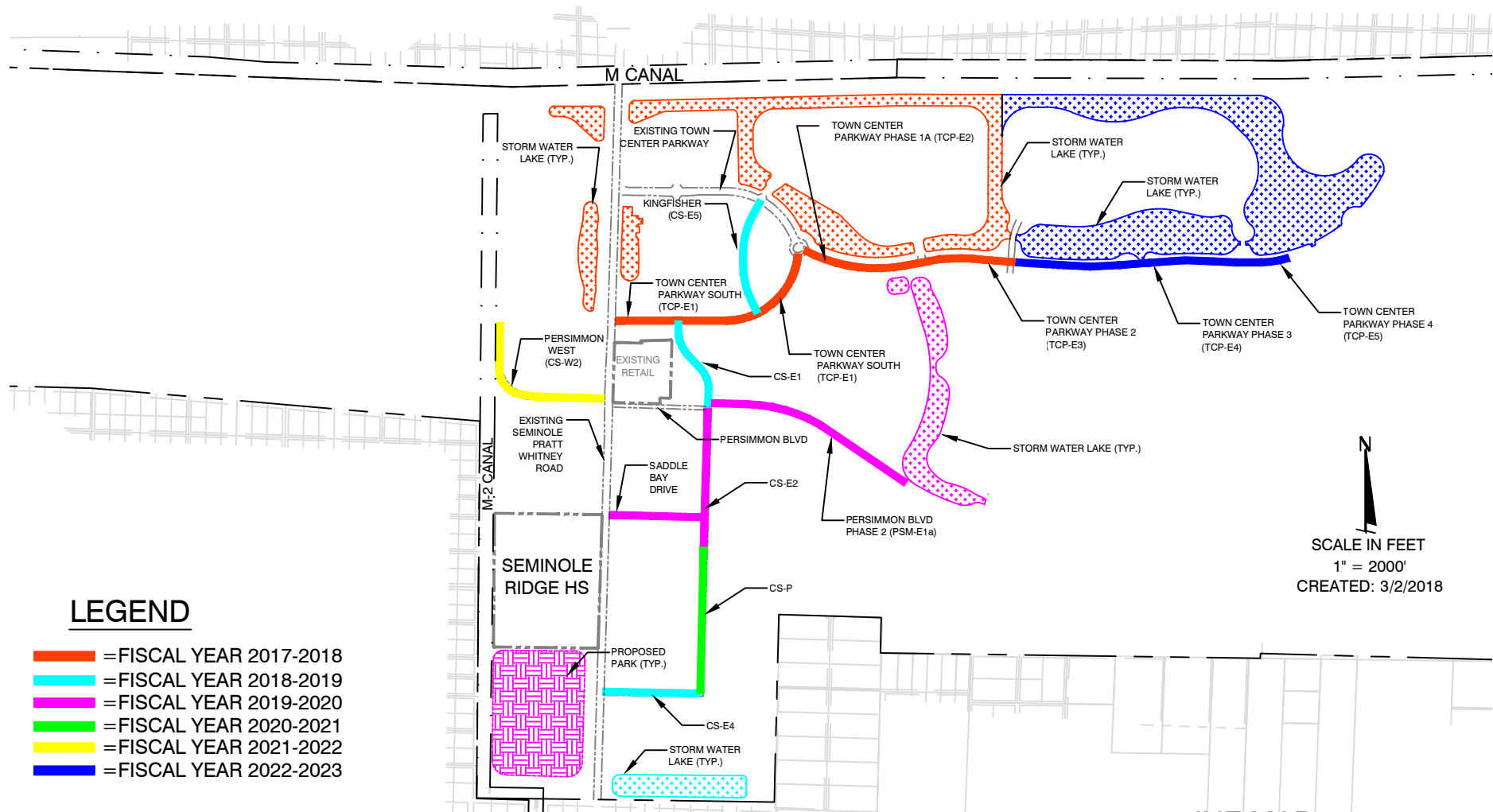
 Major Canal and ROW

Note: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
Comprehensive Plan**

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LEGEND

- = FISCAL YEAR 2017-2018
- = FISCAL YEAR 2018-2019
- = FISCAL YEAR 2019-2020
- = FISCAL YEAR 2020-2021
- = FISCAL YEAR 2021-2022
- = FISCAL YEAR 2022-2023

NOTE: 1. ROAD SEGMENT CONSTRUCTION INCLUDES THE INSTALLATION OF TRANSPORTATION, POTABLE WATER, WASTEWATER, AND REUSE WATER INFRASTRUCTURE AND FACILITIES AS APPROPRIATE.
 2. THE ILLUSTRATION OF FUTURE ROADS SHOWS PRELIMINARY ALIGNMENTS AND ANTICIPATED ROW WIDTHS.
 3. THE CITY MAINTAINS THE GIS DATA USED TO CREATE THIS MAP DATA AVAILABLE UPON REQUEST.

**INF MAP 4.2
 5-YEAR CAPITAL
 IMPROVEMENT SCHEDULE
 CONSTRUCTION MAP FOR
 ROAD SEGMENTS,
 STORMWATER DRAINAGE
 FEATURES, AND PARK**

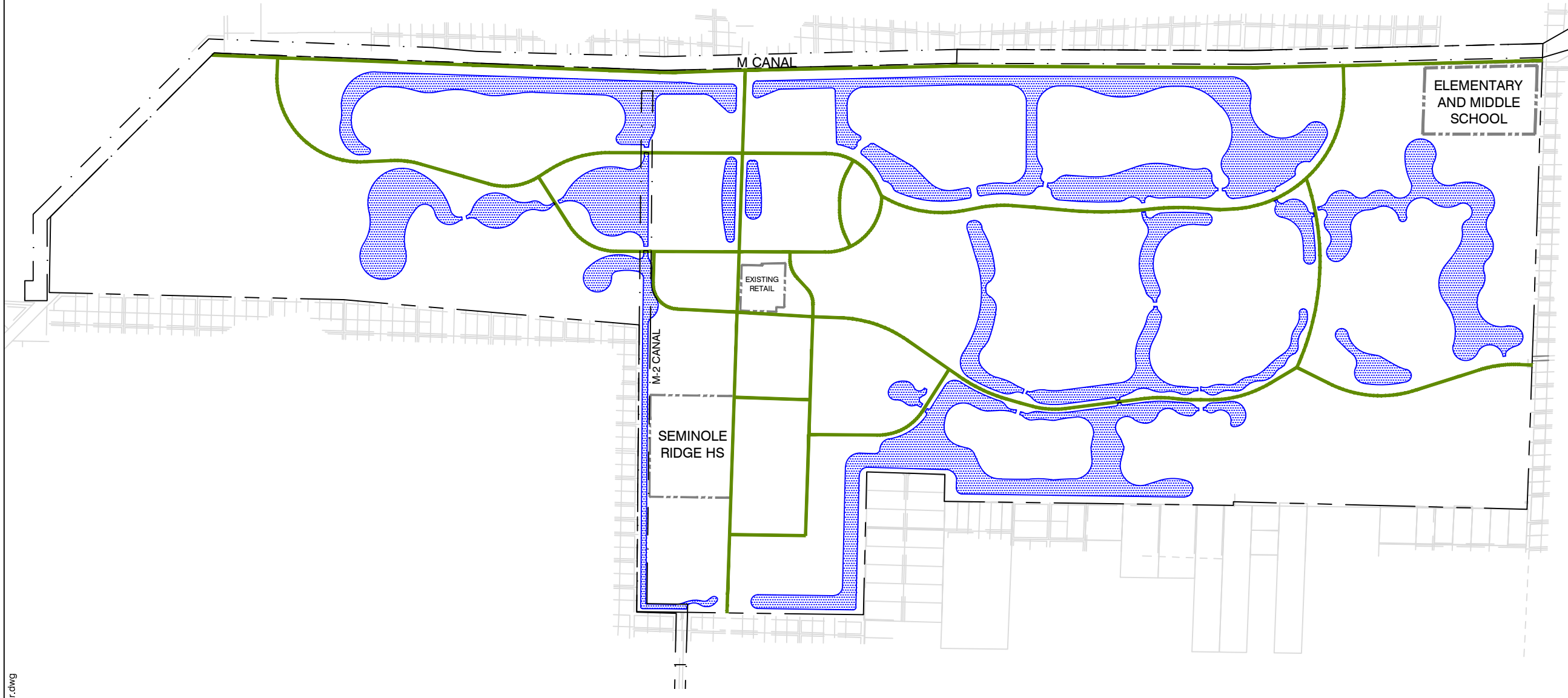
FARNER BARLEY AND ASSOCIATES, INC.
 Certificate of Authorization Number: 4709
 4450 N.E. 83rd Road • Wilton, Florida 34785 • (352) 748-3128

▲ ENGINEERS
 ▲ SURVEYORS
 ▲ PLANNERS





S:\PALM BEACH\SID\10\COMP PLAN\EXHIBITS\COMP PLAN-2038_year.dwg

NOTE: 1. WITH THE EXCEPTION OF 60TH STREET NORTH, ROAD SEGMENT CONSTRUCTION INCLUDES THE INSTALLATION OF TRANSPORTATION, POTABLE WATER, WASTEWATER, AND REUSE WATER INFRASTRUCTURE AND FACILITIES AS APPROPRIATE.
2. THE ILLUSTRATION OF FUTURE ROADS SHOWS PRELIMINARY ALIGNMENTS AND ANTICIPATED ROW WIDTHS.
3. THE CITY MAINTAINS THE GIS DATA USED TO CREATE THIS MAP DATA AVAILABLE UPON REQUEST.



LEGEND

-  =STORMWATER LAKES TO BE CONSTRUCTED
-  =ROADWAY SEGMENTS



INF MAP 4.3
2038-YEAR CAPITAL IMPROVEMENT SCHEDULE
CONSTRUCTION MAP FOR ROAD SEGMENTS,
STORMWATER DRAINAGE

CREATED: 3/2/2018



SCALE IN FEET
1" = 200'

City of Westlake
WATER SUPPLY FACILITIES WORK PLAN

DATE
February, 2018

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1.0 INTRODUCTION

The purpose of the City of Westlake's Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. *The 2013 Lower East Coast Water Supply Plan Update* was approved by the District's Governing Board in 2013.

Residents of the City of Westlake obtain their water from the Seminole Improvement District, which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Westlake. According to state guidelines, the Work Plan and the City of Westlake's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the City's Comprehensive Plan and the *2013 Lower East Coast Water Supply Plan Update*.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

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

Section 5 – Goals, Objectives, and Policies

1.1 Statutory History

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

1.2 Statutory Requirements

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

1. Coordinate appropriate aspects of its Comprehensive Plan with the *2013 Lower East Coast Water Supply Plan Update* [163.3177(4) (a), F.S.].
2. Ensure the Future Land Use Element is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the “Infrastructure Element”), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the *2013 Lower East Coast Water Supply Plan Update*, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];
 - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the *2013 Lower East Coast Water Supply Plan Update* [s. 163.3177(6)(c)3, F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)3, F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the *2013 Lower East Coast Water Supply Plan Update*, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing

and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the *2013 Lower East Coast Water Supply Plan Update* [s.163.3177 (6) (h) 1., F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2.0 BACKGROUND INFORMATION

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

2.1 Overview

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

SID is empowered to construct and maintain a number of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, roads and/or related activities. The majority of the property located within the SID boundary is comprised of the former Gallery-Judge Groves property (CJG), which includes roughly 3,788 acres used for active agriculture for over 50 years. The boundary also includes a utility site and a packing plant. The boundary also includes a separate agricultural area known as Silverlake, a utility site and a packing plant. In addition, three school sites and a small shopping center site lie within the SID boundary.

In 2016, the City of Westlake was incorporated pursuant to Section 165.0615, Florida Statutes.

2.2 Relevant Regional Issues

The South Florida Water Management District (SFWMD) prepared the *2013 Lower East Coast Water Supply Plan Update* (2013 LEC Plan Update). The 2013 LEC Plan is one of four long-term comprehensive regional water supply plan updates the SFWMD undertakes approximately every five years. Previous water supply plans for the Lower East Coast Planning Area include the *1998 Interim Plan for Lower East Coast Regional Water Supply*, which provided

recommendations to improve water resource management and benefit water users until the long-term regional water supply plan was completed; the *2000 Lower East Coast Regional Water Supply Plan* (2000 LEC Plan), which was completed in May 2000; and the 2005-2006 LEC Plan Update. The planning horizon for the 2000 LEC Plan was 2020, the planning horizon for the 2005-2006 LEC Plan Update was 2025, and the planning horizon for the 2013 LEC Plan Update is 2030. The 2013 LEC Plan Update consists of a single-volume planning document, a secondary volume of appendices and an additional support document. These documents provide a common set of data, such as current and future water demands, assumptions and potential water source options.

The 2013 LEC Plan Update is used by local governments, water users and utilities to modify and update their local comprehensive plans, ordinances, and individual or utility plans. SFWMD will consider updating portions of this plan update more frequently, including the update of water supply project lists, population projections, etc., as circumstances require.

The 2013 LEC Plan Update states the following Goal and Objectives:

The goal for this water supply plan update is to identify sufficient water supply sources and future projects to meet existing and future reasonable-beneficial uses during a 1-in-10 year drought condition through 2030 while sustaining water resources and related natural systems. The following objectives provide an overall framework for this planning process:

- Water Supply – Identify sufficient water resource and water supply development options to meet projected 2030 water demands during a 1-in-10 year drought event.
- Water Conservation and Alternative Source Development – Increase levels of conservation, the efficiency of water use, and the development of alternative water sources to meet projected demand.
- Natural Systems – Protect and enhance the environment, including the Everglades and other federal, state, and locally identified natural resource areas.
- Linkage with Local Governments – Provide information to support local government comprehensive plans.
- Compatibility and Linkage with Other Efforts – Achieve compatibility and integration with the following:
 - Comprehensive Everglades Restoration Plan (CERP) and other environmental restoration projects

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

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the City needs shall provide to state planning and regulatory agencies as part of future proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

3.1 Population Information

This section excerpts the population information population projections from the Future Land Use Element data and analysis supporting the City's comprehensive plan and the Seminole Improvement District.

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

Palm Beach County uses the BEBR medium permanent population projection to compute a projection for the unincorporated county. The total county BEBR projection is geographically divided and allocated to small geographic areas called Traffic Analysis Zones (TAZs). There are over 1,700 TAZs in Palm Beach County. The TAZs in each municipality and in the unincorporated area are then combined to make projections for each municipality and the unincorporated area. The allocation of population to each TAZ is based upon projections of dwelling units in each TAZ as well as other demographic factors such as vacancy and seasonal rates. The latest population projection and allocation for Palm Beach County was conducted in 2015 prior to the incorporation of the City (2015 Palm Beach County Population Allocation Model (2015-PBC-PAM).)

Palm Beach County's population grew from 1,131,184 in 2000 to 1,320,134 in 2010 (U.S. Census 2000 DP-1 and 2010 DP-1). The population change during this decade was very uneven, reflecting both population booms and busts due to both local and national economic conditions. BEBR's latest population estimate for 2017 is 1,414,246, representing an increase of 94,010 persons since 2010 which included an estimated increase of about 22,400 persons from 2016 to 2017. The county's population has grown each year since 2010. The County is projected to increase its population by 345,856 persons between 2017 and 2040, a 24.5% increase (BEBR FPS 180). Table

2.1 shows the latest BEBR projections through 2040 as well as the projections used in the 2015-PBC-PAM. The latest BEBR medium projections published in 2018 for the year 2035 is 25,000 persons higher than the previous BEBR medium projections relied upon by Palm Beach County in the 2015-PBC-PAM. The 2018 BEBR medium population projection is higher for every five year increment from 2020 to 2045 than the previous year's BEBR projection. This substantially higher medium projection increases the projected demand for housing units in Palm Beach County over the course of the Westlake long term planning period.

Table 2.1: Palm Beach County Population Projections

	2010 Census	2017	2020	2025	2030	2035	2040
BEBR FPS-180	1,320,134	1,414,144	1,473,000	1,559,600	1,636,400	1,703,700	1,760,000
2015-PBC-PAM Projections			1,463,900	1,543,200	1,615,100	1,678,700	Not Available

Source: University of Florida Bureau of Economic and Business Research, Population Projections (FPS 177), U.S. Census Bureau, 2010 Decennial Census, DP-1, 2015-PBC-PAM

The TAZs associated with the City and the surrounding area are shown in Figure 2.1. The 2015-PBC-PAM allocated 4,546 dwelling units associated with the Minto West plan amendment to four TAZs (#1593, #864, #1058, and #1079) for year 2030. As these dwelling units were associated with a specific development approval, no dwelling units were allocated to those portions of the City that are outside of the Minto West development area. The areas within the City that received no allocation of dwelling units include the 119-acre Silverlake property, the 10-acre Grove Marketplace, and the 27-acre packing plant parcel. The Plan allows residential development to occur in each of these areas. The larger geographic area where residential development may now occur, the longer extended planning timeframe to 2038 instead of 2030, and the increased 2018 BEBR medium county population projections, which shows 25,000 more persons than assumed in the 2015-PBC-PAM, supports additional development opportunities for dwelling units and associated population. Therefore, the City projects 6,500 units by the year 2038, which corresponds to the long term planning period. This reflects a generally steady growth rate and considers growth trends in nearby cities. The densities established in the Future Land Use Element will accommodate the increase in dwelling units.

The 6,500 dwelling units are converted to permanent household population as follows. First, the total number of housing units is converted to an estimate of occupied housing units by subtracting units anticipated to be vacant or used for seasonal residents. Second, occupied housing units are converted to household population by applying an average population per household rate (PPH). PPH, vacancy rates, and seasonal housing rates are based upon the surrounding Census County Divisions (CCDs) which

have population characteristics expected to be more comparable to the City than the county as a whole. These CCDs are located in the central portion of Palm Beach County between the eastern coastal communities and the western areas. Specifically, the City PPH, vacancy rate and seasonal rate are averages derived from the Royal Palm Beach-West Jupiter, Western Community, and Sunshine Parkway CCDs from the 2010 US Census. Figure 2.2 shows the boundaries of the CCDs. The vacancy rate used for the City is 7.45 percent. The seasonal rate is 5.85 percent. The PPH is 2.65. These rates are kept constant for the planning periods.

Figure 2.1: Traffic Analysis Zones Map

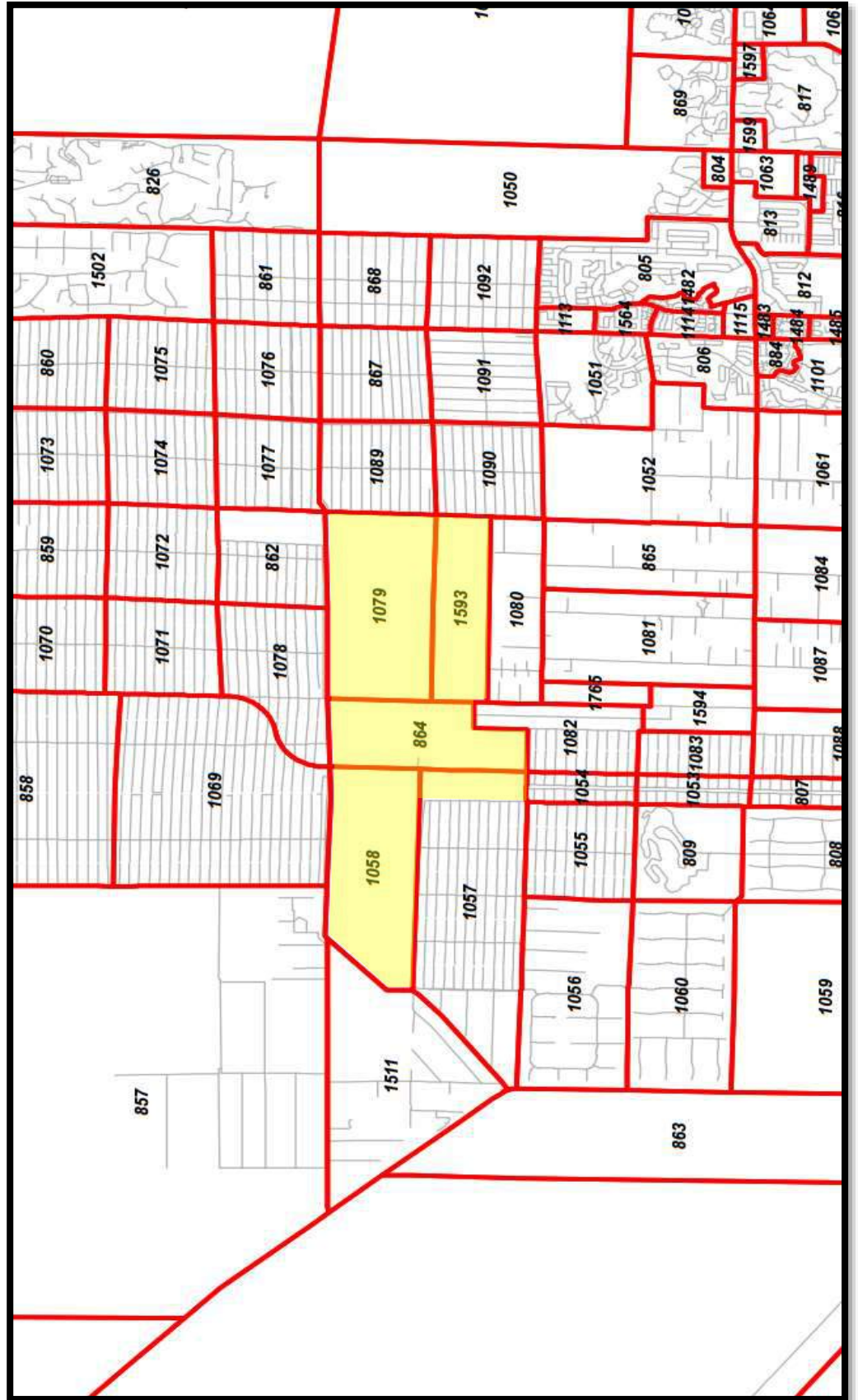
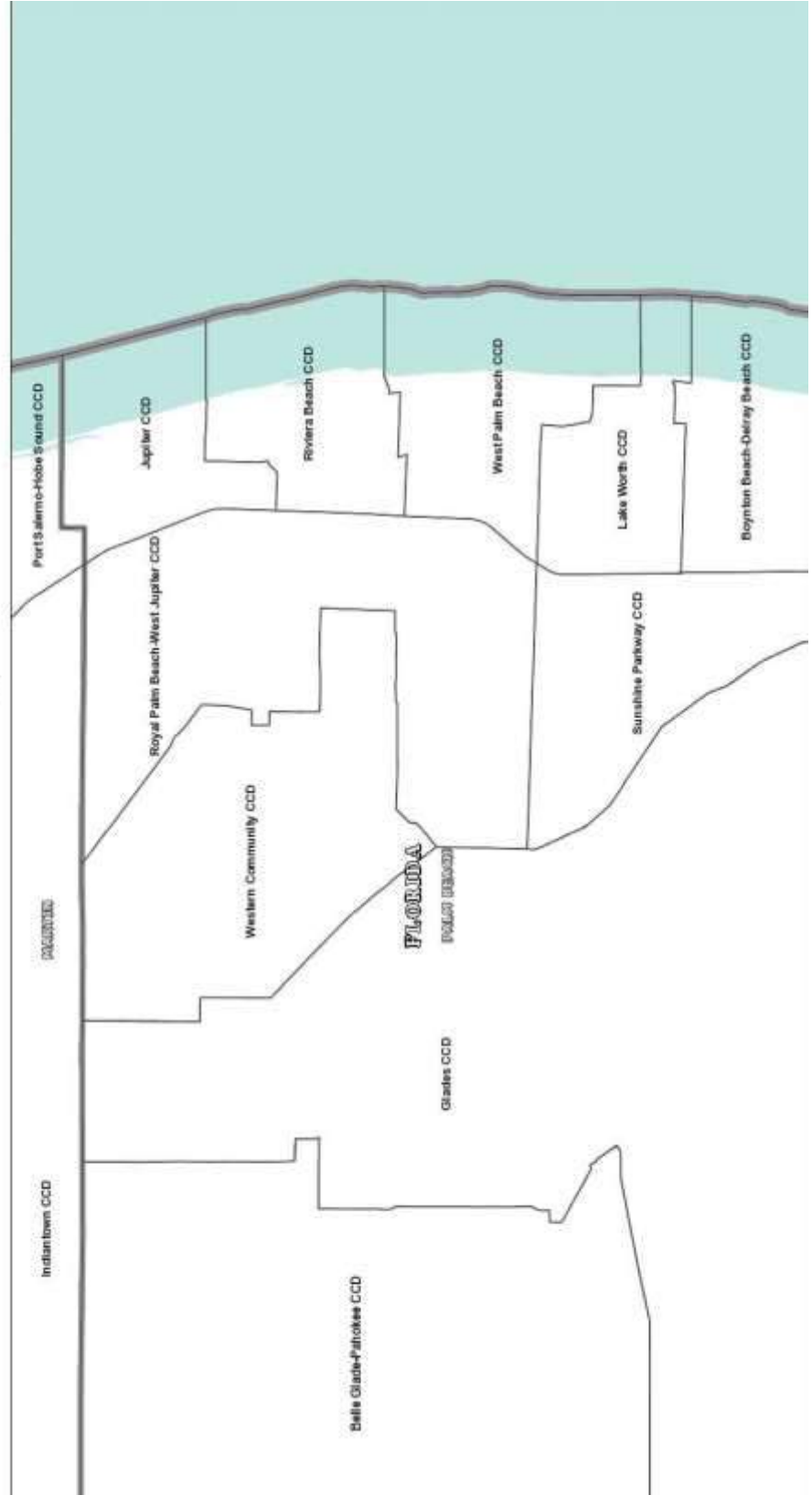


Figure 2.2: 2010 Census County Divisions (CCDs)

Palm Beach County Subdivisions



In addition to the permanent household population, some persons may live in group quarters (e.g. nursing homes.) The percent of permanent population expected to live in group quarters is zero in year 2023. However, a group quarters population is projected for 2038 by using the average group quarters rate from the same surrounding CCDs. The average group quarters rate is 0.642% which equates to 96 persons in 2038.

The permanent population estimate for 2018 and projections for years 2023 and 2038 are provided in Table 2.2A based on the anticipated development of housing units and assumptions for group quarters populations.

Table 2.2A: City Permanent Population Projections

Year	Total Housing Units	Permanent Population	Group Quarters Population	Population
2018	150	298	0	298
2023	1,575	3,619	0	3,619
2038	6,500	14,934	96	15,030

The seasonal population projection is based on the seasonal housing rate of 5.85% of projected housing units as well as the plan for a 150-room hotel. An estimate of 2 persons per seasonal house or hotel room is assumed. The seasonal projection is shown in Table 2.2B below.

Table 2.2B: City Seasonal Population Projections

Year	Housing Population	Hotel Population	Total Seasonal
2018	0	0	0
2023	184	300	484
2038	761	300	1,061

The total population projection, consisting of both permanent and seasonal residents is shown in Table 2.3.

Table 2.3: City Total Population Projection

Year	Permanent Population	Seasonal Population	Total Population
2018	298	0	298
2023	3,619	484	4,103
2038	15,030	1061	16,091

3.2 Maps of Current and Future Areas Served

See attached INF Map 4.1, Utility Service Area Map, depicting current and future City boundaries served by SID.

3.3 Potable Water Level of Service Standard Population and Potable Water Demand Projections

SID is the retail provider of potable water within the City. The relationship between the City and SID for provision of those services and facilities is detailed in the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”). There is an Interlocal Agreement between SID and Palm Beach County, dated April 18, 2006, which provides that SID can purchase bulk water from the County at a rate of up to 5.0 MGD for the next thirty (30) years with provisions to extend the agreement for 50 or more years. SID and Palm Beach County have invested in significant infrastructure in the City’s area to provide potable water service. The development of the City will not require additional capacity to provide potable water to the City; rather it utilizes existing excess capacity from existing infrastructure. SID maintains water distribution facilities for service within the City and will expand internal potable water distribution lines concurrent with development within the City.

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

The table below provides an analysis of potable water demand over the short and long-term planning periods. The first section identifies the level of service standards used for the planning analysis. The second section identifies existing and projected population and uses that require potable water. Existing non-residential square footages include the Grove Market commercial area and the packing house parcel which includes industrial and office uses. Square footage numbers are from the Palm Beach County property appraiser parcel database. Existing student numbers are based on school capacity numbers from the Palm Beach County School District 2016/17 Work Plan and anticipated students from a potential new school. New development square footage, hotel rooms, and college students are based on the existing development within the City. Projections of recreation and park day time visitors are based on averages derived from the National Recreation and Park Association 2016 study of park usage entitled “NRPA Americans’ Engagement with Parks Survey.” The third section computes the current and projected demand for the 2023 and 2038 planning periods.

The anticipated facilities needed for the 2023 and 2038 planning periods are identified in Table 4.1 and are also depicted on attached INF. Map 4.2 and INF. Map 4.3.

Table 4.1: Potable Water Analysis

Potable Water Level of Service			
	Gallons Per Day		
Per Person	110		
Per square foot for Commercial, Civic, and Industrial	0.15		
Per Student	18		
Per Hotel Room	100		
Per visitor of park and recreation facilities	10		
Demand Generators			
	2018	2023	2038
Population (excluding hotel population)	298	3,803	15,791
Existing Commercial, Civic, and Industrial S.F.	180,581	180,581	180,581
New Commercial, Civic, and Industrial S.F.	75,000	650,000	2,200,000
Total Commercial, Civic, and Industrial S.F.	255,581	830,581	2,380,581
K-12 Students	4,463	4,463	5,433
College Students	0	0	3,000
Total Students	4,463	4,463	8,433
Hotel Rooms	0	150	150
Recreation and Park Daytime Visitors	0	650	2,600
Demand Projections			
	2018	2023	2038
Population (excluding hotel population)	32,780	418,330	1,737,010
Total Commercial, Civic, and Industrial	38,337	124,587	357,087
Total Students	80,334	80,334	151,794
Hotel Rooms	0	15,000	15,000
Recreation and Park Day Time Visitors	0	6,500	26,000
Total Demand (Gallons Per Day)	151,451	644,751	2,286,891

3.4 Water Supply Provided by Local Government

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

3.5 Conservation

Neither the County nor the *2013 Lower East Coast Water Supply Plan Update* identify specific programs within the City. However, as detailed below, the City will include

conservation measures in its comprehensive plan and land development regulations to support the goals and address the issues identified in the LECWSP.

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

The City's Comprehensive Plan includes a number of policies, as detailed later in the Plan, that encourage conservation measures and the use of reuse water within the City. The City shall implement these polices through its Land Development Regulations and other programs in coordination with SID.

Restrictions in Permitted Water Use

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

Use of Florida-Friendly Landscape Principles

- The City's Land Development Code shall recommended the use of Florida-friendly landscaping materials including the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in *the South Florida Water Management District's Xeriscape Plant Guide II*. The City shall coordinate with the County to develop a model landscape/water efficiency ordinance and guidelines for adoption and application throughout the City.

Requirement of Ultra-Low Volume Plumbing in New Construction

- The City has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The County Code prohibits a City within its jurisdiction from enacting standards less stringent from the FBC. The City's Building and Inspection Services Division also includes in their procedures provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting certificates of occupancy.

Water Conservation Based Rate Structure

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

Meter Replacement Program

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

Rain Sensor Overrides for New Lawn Sprinkler System

- The City shall adopt the FBC, which requires the installation of rain sensors on new irrigation systems. Additionally, the City shall include provisions regarding rain sensors on automatic lawn sprinkler systems in its Land Development Code.

Public Information Program

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

3.5.2 Identify any Local Financial Responsibilities as Detailed in the CIE or CIS

The City does not have any local financial responsibilities.

3.6 Reuse

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

3.6.1 Local Government Specific Actions, Programs, Regulations, or Opportunities

The City supports water reuse initiatives under consideration by both the SFWMD and Palm Beach County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water. The City's comprehensive plan encourages both conservation of water and use of alternative water supplies, such as reclaimed water for irrigation.

3.6.2 Identify any Local Financial Responsibilities as Detailed in the CIE or CIS

The City does not have any local financial responsibilities.

4.0 CAPITAL IMPROVEMENTS

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

4.1 Work Plan Projects

Based on the population projections and a capacity analysis for the short-term planning period there is adequate facility capacity to maintain the adopted level of service standard for potable water supply as provided through interlocal agreements between SID and Palm Beach County. SID plans on expanding distribution lines for potable water and beginning the interconnection process of water with the County's lines within the 2023 planning period. SID's planned improvements for potable water are listed in the Capital Improvement Schedule and are shown on attached INF Maps 4.2 and 4.6. Pursuant to the the Westlake/SID Interlocal, these improvements have and will continue to be provided in order to ensure the achievement and maintenance of the adopted level of service standards for potable water and wastewater. SID is constructing facilities and otherwise facilitating these improvements using non-ad valorem assessments, developer contributions, and other sources of revenue.

4.2 Capital Improvements Element/Schedule regarding Potable Water

City of Westlake Capital Improvements Schedule, Fiscal Years 2017-18 – 2022-23

5-Year Capital Improvements Schedule: Potable Water Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$135,781.00						\$135,781.00	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$130,149.26						\$130,149.26	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$111,501.21						\$111,501.21	Developer / Bonds
CS-E1	High		\$108,160.00					\$108,160.00	Developer / Bonds
Kingfisher (CS-E5)	High		\$92,404.19					\$92,404.19	Developer / Bonds
CS-E4	High		\$91,127.20					\$91,127.20	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$125,317.80				\$125,317.80	Developer / Bonds
Saddle Bay Drive	High			\$91,000.00				\$91,000.00	Developer / Bonds
CS-E2	High			\$162,009.25				\$162,009.25	Developer / Bonds
CS-P	High				\$524,899.15			\$524,899.15	Developer / Bonds
Persimmon West (CS-W2)	High					\$191,214.00		\$191,214.00	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$238,758.84	\$238,758.84	Developer / Bonds

5.0 GOALS, OBJECTIVES AND POLICIES

The following comprehensive plan goals, objectives, and policies (GOPs) have been reviewed for consistency with the Work Plan and have been adopted to implement the Plan:

Chapter 4 – Infrastructure Element

Objective INF 1.1 In coordination with SID, provide potable water facilities that are cost effective, adequate, and maintain the adopted level of service (LOS) standard.

Policy INF 1.1.1 Coordinate with SID, on an annual basis to evaluate the capacity, operation, and maintenance of the water distribution system to maintain adopted LOS standards and to determine the need for the extension of facilities to meet future needs while maximizing the use of existing potable water facilities. The SID utility service area is shown in INF Map 4.1. SID purchases potable water from Palm Beach County for distribution within the City and will be the exclusive provider of potable water within the City.

Policy INF 1.1.2 In coordination with SID, use the potable water LOS standards identified in Policies INF 1.1.3 and INF 1.1.4 to evaluate capacity for issuance of development orders.

Policy INF 1.1.3 The potable water LOS standard for residential uses shall be 110 gallons per capita per day.

Policy INF 1.1.4 The potable water LOS standards for non-residential uses shall be 150 gallons per 1,000 sq. ft. per day with the following exceptions: schools shall have a LOS standard of 18 gpd per student; hotels shall have a LOS standard of 100 gpd per room; and parks shall have a LOS standard of 10 gpd per visitor.

Policy INF 1.1.5 Potable water facilities shall be available to serve development. New developments and redevelopments will be required to connect to the centralized water facilities.

Policy INF 1.1.6 Adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate occupancy or its functional equivalent.

Policy INF 1.1.7 To the extent it has jurisdiction, the City will not permit domestic self-supply potable water wells within the City.

Objective INF 1.2 Provide adequate, efficient and safe water distribution to accommodate existing and future demand.

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

Policy INF 1.2.2 Comply with the adopted Work Plan to ensure that adequate water supply and potable water facilities are available to serve the demands of City residents.

Policy INF 1.2.3 Coordinate with the SFWMD to continue to protect and conserve ground and surface waters.

Policy INF 1.2.4 Designate minimum fire flow and related water pressure requirements in the Land Development Regulations.

Policy INF 1.2.5 The anticipated infrastructure for potable water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for potable water for the long term planning period is shown on INF Map 4.3.

Objective INF 1.4 In coordination with SID, provide reuse water to accommodate existing and future demand.

Policy INF 1.4.1 Coordinate with SID to provide reuse water for landscape irrigation. Where reuse water is unavailable, surface water may be used as a source of irrigation water. To the extent it has jurisdiction, the City will not permit domestic self-supply wells to supply water for irrigation within the City.

Policy INF 1.4.2 New developments and redevelopment will be required to connect to the centralized reuse water facilities where reuse water is

available. The City shall coordinate with SID to maximize the use of existing reuse facilities for the provision of reuse water.

Policy INF 1.4.3 The anticipated infrastructure for reuse water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for the reuse and irrigation facilities for the long term planning period are shown on INF Map 4.3. SID purchases reuse water from Palm Beach County for distribution within the City and will be the exclusive provider of reuse water within the City.

Objective INF 1.7 Provide adequate and effective protection of water resources, including the surficial aquifer, within the City.

Policy INF 1.7.1 Coordinate with SFWMD to implement applicable regional water resource projects, which may reduce losses of excess stormwater to tide, recharge the surficial aquifer, protect the functions of natural groundwater recharge areas and natural drainage features (to the extent they exist), and provide water to preserve areas for additional surface water storage.

Policy INF 1.7.2 Support the SFWMD 2013 Lower East Coast Regional Water Supply Plan Update and coordinate with SFWMD on its implementation.

Policy INF 1.7.3 Coordinate with SFWMD to develop public information and education programs that promote water conservation.

Chapter 5 – Conservation Element

Objective CON 1.3 Preserve and protect the quantity and quality of ground and surface waters.

Policy CON 1.3.1 Require that the impacts of development on stormwater runoff and water quality be addressed during the development approval process by requiring development to receive and comply with all applicable state and federal environmental permits.

Policy CON 1.3.2 For all amendments to this Plan, evaluate the presence of wetlands on the parcel of land at issue, and direct land uses on such parcels that are incompatible with the protection and conservation of wetlands and wetland functions away from such wetlands, or require appropriate mitigation to compensate for loss of wetlands. The type, intensity or density, extent, distribution, and location of allowable land uses and the types, values, functions, sizes, conditions, and locations of wetlands are land use factors that shall be considered when directing incompatible land uses away from wetlands.

- Policy CON 1.3.3** Coordinate with SID during the development order approval process concerning the impacts of development orders on stormwater runoff and water quality to ensure compliance with applicable requirements of SID and the state, and other governmental entities with jurisdiction.
- Policy CON 1.3.4** Coordinate with SID to protect water resources within the City from activities and land uses that adversely impact water quality and quantity. Protection can include appropriate mitigation and best management practices.
- Policy CON 1.3.5** Comply with Palm Beach County Wellfield Protection Ordinance.
- Policy CON 1.3.6** Require new development and redevelopment to use reuse water for irrigation where it is available.
- Policy CON 1.3.7** Ensure development complies with applicable state and federal criteria for the protection of wetlands.
- Policy CON 1.3.8** Ensure development orders are only approved in special flood hazard areas in accordance with established Florida Building Codes and Federal Emergency Management Agency (FEMA) standards.
- Policy CON 1.3.9** Require emergency conservation of water resources in accordance with the SFWMD plans.
- Policy CON 1.3.10** Encourage the use of water-conserving fixtures in all new construction and redevelopment projects consistent with the Florida Building Code.
- Policy CON 1.3.11** Coordinate with SFWMD and SID to provide information resources regarding water conservation.
- Policy CON 1.3.12** Promote water efficient landscapes by coordinating with the SFWMD and Palm Beach County Extension Office of the University of Florida Institute of Food and Agriculture Services (Palm Beach County IFAS Extension) on their Florida Friendly Landscaping programs.
- Policy CON 1.3.13** The M Canal serves as a source of public water supply to the City of West Palm Beach. The Plan recognizes the M Canal as an allowed conservation use within the civic and residential Future Land Use Categories. Development is prohibited within the M Canal right of way. Further, development shall be prohibited north of the M Canal right of way and within the 100 feet south of the M Canal right of way. This does not prohibit construction of roads or any development in the M Canal right of way related to the expansion, operation and maintenance of the M Canal. The Land Development Regulations shall address compatibility between the M Canal and any adjacent development. The City will coordinate with SFWMD and SID

to encourage drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Policy CON 1.3.14 To the extent the City has jurisdiction, require drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Chapter 8 – Capital Improvement Element

Objective CIE 1.1 Plan for adequate public facilities including transportation, potable water, wastewater, reuse water, drainage, and recreation in coordination with SID to serve existing and future populations.

Policy CIE 1.1.1 Adopt and maintain a 5-Year Schedule of Capital Improvements, set forth below in Table 8.1, which will be reviewed and updated on an annual basis. Capital improvements shall be included in the 5-Year Schedule of Capital Improvements based on the criteria below. Projects necessary to ensure the achievement and maintenance of adopted level of service (LOS) standards shall be prioritized for funding based on the following criteria.

- a) The elimination of public health and safety hazards;
- b) The correction of capacity deficiencies in order to achieve the adopted LOS standards;
- c) The need for capital improvements to accommodate new or approved projects or additional growth in order to achieve and maintain the adopted LOS standards.
- d) The extent to which costs associated with the capital improvement can be funded from existing revenues;
- e) The extent to which the capital improvement will meet the Goals, Objectives and Policies of the Plan;
- f) The extent to which the capital improvement will generate revenues or otherwise produce positive benefits for the City;
- g) Financial feasibility;
- h) Consideration of the plans of local, county and state agencies providing public facilities; and

- i) The need for the renewal of and replacement of existing public facilities.

Policy CIE 1.1.2 Implement the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”)to 1) provide for coordination regarding the entity responsible for funding and constructing required capital improvement projects identified in the 5-Year Schedule of Capital Improvements and 2) coordinate with SID to ensure funding and construction of the public facilities enumerated 5-Year Schedule of Capital Improvements where SID is responsible for providing those facilities.

Policy CIE 1.1.3 Coordinate with SID and other local governments on funding sources for capital improvement projects. A variety of funding sources may be used to provide capital improvements. These may include developer assessments or contributions, ad valorem taxes, general revenues, other assessments, tax increment funds, grants, and private funds.

Policy CIE 1.1.4 In coordination with SID, pursue state and federal grant opportunities to fund projects in the 5-Year Schedule of Capital Improvements. The City shall provide a status report regarding any grants that have been applied for or received for projects within the Capital Improvement Element.

Policy CIE 1.1.5 A new fifth year will be added to the %-Year Schedule of Capital Improvements annually.

Policy CIE 1.1.6 Include in its annual update of its 5-Year Schedule of Capital Improvements any necessary improvement or projects identified in the City’s ten-year Water Supply Facility Work Plan.

Policy CIE 1.1.8 Review and update, on an annual basis, the Capital Improvements Element of the Plan. This review shall also ensure consistency between the Future Land Use, Transportation, Infrastructure Elements and the Capital Improvements Element.

Objective CIE 1.2 Achieve and maintain adopted level of service standards.

Policy CIE 1.2.1 Utilize level of service standards identified in the Plan as set forth in Table 8.2 to evaluate public facility’s needs.

Table 8.2: Level of Service Standards

Service	Level of Service Standard
Potable Water	<ul style="list-style-type: none"> • 110 gallons per capita per day (residential) • 150 gallons of wastewater per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and <p>parks shall have a level of service standard of 10 gpd per visitor</p>

Policy CIE 1.2.2 The Land Development Regulations shall provide for the timely completion and maintenance of the capital improvements required by the Plan.

Objective CIE 1.3 Demonstrate the City’s ability to provide the needed improvements identified in this Plan and to manage the land development process so that public facility needs created by development orders do not exceed the ability of the City to fund or require these facilities.

Policy CIE 1.3.1 In coordination with SID, ensure that new development bears a proportionate cost for public facility improvements by utilizing a variety of mechanisms to assess and collect impact fees, mobility fees, dedications and/or contributions from private development.

Policy CIE 1.3.2 Maintain and improve, as part of the Land Development Regulations, a concurrency management system for wastewater, solid waste, drainage, and potable water. The concurrency management system shall require that:

- a) A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary public facilities and services are in place and available to serve the new development; or

- b) At the time the development order or permit is issued, the necessary facilities, services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220-3243, Florida Statutes, to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy or its functional equivalent; or
- c) At the time of the issuance of a certificate of occupancy or its functional equivalent the necessary facilities, services and supply shall be in place and available to serve the new development.

Policy CIE 1.3.4

Require developers to provide public facilities such as drainage, roads, water and wastewater lines, that are not otherwise being provided by SID. These facilities shall be designed and constructed according to City and SID standards.

Policy CIE 1.3.5

In coordination with SID, periodically evaluate the fees, assessments, and exactions necessary to balance the capital improvements needs and available revenue sources.

6.0 REGIONAL ISSUES IDENTIFIED IN REGIONAL WATER SUPPLY PLANS

A summary of the issues for the 2013 Lower East Coast Water Supply Plan can be found below. More detailed information can be found in the applicable Regional Water Supply Plan; a web link has been included for additional information.

6.1

Lower East Coast Water Supply Plan

Detailed information on the regional issues can be found in Chapter 5, Evaluation of Water Source Options, in the Lower East Coast Water Supply Plan. The information can be accessed at:

<http://www.sfwmd.gov/portal/page/portal/xweb%20-%20release%203%20water%20supply/lower%20east%20coast%20plan#wspdocs>

Briefly, the issues are:

1. Increased withdrawals from both the Surficial Aquifer System and surface water from Lake Okeechobee are limited
2. Conservation continues to be relied upon to reduce per capita use and a means to potentially delay or perhaps avoid adding capacity
3. Use of reclaimed water continues to be important alternative source in the region and helps to meet requirements of the 2008 Leah G. Schad Ocean Outfall Program

REDLINED VERSION



CHAPTER 1. ADMINISTRATIVE ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL ADM 1

~~THE CITY OF WESTLAKE WILL USE THE PROVISIONS GOALS, OBJECTIVES, AND POLICIES OF THIS ELEMENT TO IMPLEMENT, UPDATE, AND INTERPRET THE COMPREHENSIVE PLAN IN A CONSISTENT MANNER.~~



Objective ADM 1.1

~~Review and~~Use the following evaluation and monitoring procedures to periodically review and update the Plan as required by Florida Statutes and as necessary to address changed conditions.

Policy ADM 1.1.1

~~Every two years, the City Council shall require a review of the Plan’s data and analysis and adopted provisions. The review shall assess changed conditions, new legal requirements, the achievement and maintenance of adopted level of service standards and progress toward achievement or implementation of the Plan’s goals, objectives and policies. The Council shall use the review to evaluate and consider whether any updates or revisions are required and pursue new or revised Land Development Regulations or plan amendments as needed~~Review and update the capital improvements element on an annual basis.

Policy ADM 1.1.2

Review the Plan every seven years to determine whether amendments are needed to reflect changes in ~~S~~state requirements and changing conditions. This shall include evaluations of the amount and types of actual development that has occurred during the previous seven years; population projections for the adopted planning period; and the achievement of goals, objectives and policies including those establishing level of service standards for all infrastructure.

Policy ADM 1.1.3

~~P~~Following the review and evaluation described in Policy ADM 1.1.2, prepare and adopt an Evaluation and Appraisal Report, and notify the sState ~~of Florida~~and planning agency as to whether amendments are necessary to reflect changes in State requirements, ~~and w~~Within one year of the review and evaluation and appraisal of the Plan, prepare, ~~and~~ transmit, ~~and adopt~~ any identified amendments ~~to the State for review~~necessary to address changes in state requirements as well as amendments determined necessary due to changed conditions and to ensure that all compliance requirements of the state are met.

Policy ADM 1.1.4

Adopt all amendments to the ~~is~~ Plan in compliance with Chapter 163, Florida Statutes, as amended. Public participation will follow the requirements outlined in Section 163.3181, Florida Statutes, as detailed in the adopted ~~City of Westlake~~ Land Development Regulations.



Policy ADM 1.1.5 Maintain the GIS data used to create official copies of all maps referenced in that are adopted as part of this Plan in electronic format, and make such data available upon request. These electronic copies shall be considered the only official copies of the maps adopted in the Plan. The GIS data shall be used to determine precise locations of map features and boundary lines.

Policy ADM 1.1.6 The Plan shall provide guidance on development over two planning periods: a short term planning period beginning in 2018 and ending in 2023 and a long term planning period beginning in 2018 and ending in 2038. However, for purposes of the Capital Improvements Element, which must be updated annually, the fiscal year, rather than the calendar year, is used. Level of service standards established in the Plan over public facilities that the City is not responsible for providing, financing, operating, or regulating shall not be considered binding on the governmental entities that do bear those responsibilities.

Policy ADM 1.1.7 The Plan is comprised of the following nine elements, a Map Series, and the 5-Year Schedule of Capital Improvements.

- Chapter 1 Administrative Element
- Chapter 2 Future Land Use Element
- Chapter 3 Transportation Element
- Chapter 4 Infrastructure Element
- Chapter 5 Conservation Element
- Chapter 6 Recreation and Open Space Element
- Chapter 7 Housing Element
- Chapter 8 Capital Improvements Element
- Chapter 9 Intergovernmental Coordination Element

The Goals, Objectives and Policies (GOPs) within each element, the Map Series, and the 5-year Schedule of Capital Improvements are adopted as part of the Plan. Maps within the Map Series are identified by the element, chapter number and the map number (i.e. FLU Map 2.1). The Data and Analysis summarized for each element is in a separate volume and is not formally adopted, but supports the GOPs, the 5-Year Schedule of Capital Improvements, and the maps in the Map Series. Additional data and analysis sources are available at the City or through other public sources.

Objective ADM 1.2

Interpret the Plan in a consistent manner.

Policy ADM 1.2.1

Unless otherwise provided in this Plan, words shall be given the meaning provided in Chapter 163, Florida Statutes, or their plain and ordinary meaning.



Policy ADM 1.2.2

The following terms shall have the following meanings in this Plan and shall apply to both the single and plural forms of the words:

ACCESSORY DWELLING UNIT: A dwelling unit located on the same parcel of land as a principal single family dwelling. An accessory dwelling is a complete, independent living facility equipped with a kitchen and bathroom.

ACCESSORY SOLAR FACILITY: A solar energy system which utilizes roof space or other space on the parcel of land to provide electricity or heat for use on the parcel of land. ~~It is a use which is subordinate to the principal use.~~—Export of electricity to the electrical grid is incidental and subordinate to the purpose of supplying electricity to the primary use of the parcel of land.

ACCESSORY USES: A use incidental and subordinate to the principal use, ~~which includes including~~ accessory dwelling units, and accessory solar facilities.

AGRICULTURAL USES: The use of land for aquaculture, horticulture, floriculture, viticulture, forestry, dairy, livestock, poultry, bees, plant crops, and any other forms of farm products and farm production. Land areas include croplands, pasture lands, orchards, vineyards, nurseries, horticulture areas, groves, and specialty farms. Buildings, support facilities, ~~dwelling units residences~~ for farm operators and farmworkers, machinery, and other appurtenances used in the production of agricultural products are included. Agricultural uses do not include concentrated and/or confined animal feeding operations.

AMENITY CENTER: A facility that provides opportunities for ~~convenience-limited~~ retail and/or space for social activities, such as parties, receptions, banquets, meetings, recreation, exercise, and neighborhood gatherings.

ARTERIAL ROAD: ~~Arterial road is defined as a~~ road providing service ~~which that~~ is relatively continuous and of relatively high traffic volume, long average trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

ASSISTED LIVING FACILITY: Residential care facilities that provide housing, meals, personal care and supportive services to older persons and disabled adults who are unable to live independently.

AVERAGE DAILY TRAFFIC (ADT): The total traffic volume during a given 24-hour time period for all allowable directions on a given road.

BERM: A landscaped earthen mound in excess of two feet in vertical height designed to provide visual interest, or serve as a buffer.

BUFFER: The use of vegetation, walls, fences, berms, setbacks, less intense development, and/or less dense development to mitigate the impacts of ~~more intensive development on less intensive development~~ unsightly views, lights, noises, odors, and/or dust.

~~**CARETAKERS QUARTERS:** A dwelling unit occupied by a resident guard or resident caretaker of a residential, agricultural, commercial or industrial site. The “resident” is responsible for the security, operation and/or maintenance of the facilities or grounds.~~



CIVIC USES: Structures or facilities that provide cultural, social, or governmental services and/or functions. These include community centers; cultural centers; museums; libraries; government administration, operations, and services; judicial facilities; post offices, public arenas and auditoriums; and other publicly owned and operated uses.

COLLECTOR ROAD: ~~Collector road is defined as a~~ road providing service ~~which that~~ is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a road also collects and distributes traffic between local roads and arterial roads.

COMMERCIAL RECREATION: ~~Commercial recreational u~~Uses ~~that~~ typically charge a fee or have other requirements for participation or attendance as a spectator. Uses include, but are not limited to, outdoor and indoor recreational facilities such as tennis clubs; jai alai frontons; amusement and sport centers; outdoor amphitheaters; hunting and gun clubs; marinas; vehicular and non-vehicular race tracks; outdoor zoos and wildlife attractions; fairs; parks and recreation exhibitions, entertainment, and/or other amusements; private sports and recreation clubs; golf courses; and sports stadiums and venues. Uses may include accessory ~~facilities uses~~ and activities that are ~~an integral part and~~ supportive of the activity including shops and restaurants.

COMMERCIAL USES: Activities within land areas ~~which that~~ are predominantly connected with the sale, rental and distribution of products or the performance of services, including ~~Commercial Recreation Uses and~~ offices ~~and medical facilities~~.

COMMUNITY PARK: A park located near ~~major~~ collector or arterial roads designed to serve the needs of more than one neighborhood. It is designed to serve community residents within a radius of up to 3.5 miles. The term “community park” includes any related recreational facilities, and can be publically or privately owned.

COMPLETE STREETS: Roads ~~including adjacent sidewalks and shared use paths that are~~ designed and operated to enable safe access and travel for all users, ~~which may include~~ing pedestrians, bicyclists, ~~transit riders, and~~ motorists, ~~freight handlers, and transit riders of all ages and abilities~~. ~~Complete Streets incorporate different elements based on the different role, function, and characteristic of the facility~~.

CONSERVATION USES: The use or condition of land areas designated for conserving or protecting natural resources or environmental quality, including areas designated for flood control and floodplain management; the protection of the quality or quantity of ground or surface water; commercial or recreational fish and shellfish habitat; ~~water supply~~; and/or vegetative communities or wildlife habitats.

CONTINUING CARE FACILITIES: A variety of housing options and services designed to meet the changing needs of its residents ~~who require varying levels of care~~. Housing options typically include independent living units, assisted living facilities, and/or nursing homes.

DENSITY: The number of dwelling units per gross acre.

DWELLING UNIT: A house, apartment, condominium unit, mobile ~~or manufactured~~ home, group of rooms, or a single room intended for occupancy as a separate living quarter with complete kitchen and bathroom



facilities, and with direct access from the outside of the building or through a common hall for use by its occupants.

EDUCATIONAL USES: Activities and facilities for public or private primary or secondary schools; vocational and technical schools; and colleges and universities including all campus buildings, residence halls and dormitories, fraternity and sorority housing, and recreational facilities.

ESSENTIAL FACILITIES AND SERVICES: Essential facilities and services include ~~roadways~~; bicycle lanes; shared use paths; ~~bikeways~~; sidewalks; bridges; transmission lines for electricity, cable, water, sewer, and gas that serve local area demands; electricity sub-stations; stormwater and drainage facilities and systems; electric car generation ports/stations; transit facilities; and accessory solar facilities. Essential facilities and services do not include wireless communication facilities.

FLOOR AREA RATIO (FAR): A means of measuring building intensities for nonresidential land. FAR is the ratio of total floor area of all buildings on the parcel to the gross acreage. FAR does not regulate the building height or site coverage. It does not include the area within structures used for parking and vehicular circulation or open outdoor storage or display areas.

FOSTER CARE FACILITY: A facility which houses foster residents, and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents.

GROSS ACREAGE: The total area of a parcel of land measured in acres including developed and undeveloped land, agricultural areas, open space, ~~roadways~~, rights-of-way, easements, and environmental features such as lakes, floodplains, and wetlands.

GROUP HOME: A facility which provides living quarters for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional, and social needs of the residents. It shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.

INSTITUTIONAL USES: Activities and facilities that include juvenile facilities, nursing homes/skilled-nursing facilities, mental (psychiatric) hospitals, in-patient hospice facilities, residential schools for people with disabilities, residential treatment centers for adults, and City jails/confinement facilities (excludes residential group homes for juveniles, correctional residential facilities such as halfway houses, federal detention centers, and federal and state prisons).

INTENSITY: The amount of non-residential development as measured by the Floor Area Ratio.

LEGAL NON-CONFORMING STRUCTURE: A structure that was lawfully established before the adoption of the Plan and Land Development Regulations that does not conform to the ~~property Land dD~~ Development ~~Regulations~~ for the zoning district in which the parcel of land ~~is~~ is located.



LEGAL NON-CONFORMING USE: A use that was lawfully established before the adoption of the Plan and Land Development Regulations, which does not conform with the ~~permitted-allowed~~ uses ~~of-by~~ the Comprehensive Plan Future Land Use Category or of the zoning district in which it is located.

LEVEL OF SERVICE (LOS):—An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. ~~Level of service~~LOS shall indicate the capacity per unit of demand for each public facility or performance measures for road~~way~~ traffic or stormwater facilities.

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

LOCAL ROAD: ~~A~~Local roads ~~that carries~~ low volumes and provides service for local traffic between land uses and ~~C~~collector roads, with direct property access as the primary purpose. Any road that is not an ~~A~~arterial or ~~C~~collector road and is under the jurisdiction of the City is a ~~L~~ocal ~~R~~oad.

MAJOR CANALS: the M Canal and M-2 Canal.

MANUFACTURED HOME: A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the site, bearing a label certifying that it is built in compliance with the federal manufactured housing construction and safety standards, or inspected by an approved inspection agency conforming to the requirements of HUD, and bearing an insignia of approval.

MULTI-FAMILY DWELLING: multiple separate dwelling units contained within one building or several buildings excluding single family attached dwellings.

MULTI-MODAL TRANSPORTATION SYSTEM: The system which provides safe and efficient movement of people, goods, and services by more than one mode of transportation.

NEIGHBORHOOD CENTER: ~~Neighborhood Centers are c~~Compact areas ~~located within Residential Future Land Use Categories~~ that allow ~~opportunities for neighborhood serving a mix of~~ commercial uses ~~that serve neighborhoods~~ such as retail (goods and services); restaurants; offices and clubhouses; schools; religious uses; small scale ~~public/civic~~ uses; and amenity centers ~~which may mix together any of these uses.~~

NEIGHBORHOOD PARK: A park ~~that~~which serves the residents of a neighborhood and is accessible ~~to~~by bicycl~~ists~~ and/or pedestrians. It is designed to serve the population of a neighborhood in a radius of up to one-half mile. ~~The term “n~~Neighborhood parks~~”~~ includes any related recreational facilities, and can be publically or privately owned.



OPEN SPACE: Areas open to the sky that are partly or completely covered with grass, trees, shrubs, other vegetation or water, or if partially or completely paved serve to shape or enhance urban form or provide for public use. Open spaces have little to no vertical structures and can be publicly or privately owned. Open spaces include parks, transportation corridor parkways, vegetated buffers, shared use paths, plazas, courtyards, squares and areas that provide stormwater management.

~~Trails; parkway vegetated borders; vegetative buffers; areas that provide stormwater management; plazas, squares, and courtyards; and areas that are partly or completely covered with grass, trees, shrubs, or other vegetation. Open spaces have little to no vertical structures and can be publicly or privately owned.~~

PARK: A site that provides ~~the public an~~ opportunities to partake in ~~a variety of~~ active or passive recreational activities, including structures associated with a park's recreational activities.

PEAK HOUR PEAK DIRECTION CAPACITY: The maximum number of vehicles that can pass a given point in one direction on a road under given traffic and road conditions per the FDOT Quality/Level of Service Handbook in one hour.

PRIMARY SOLAR FACILITY: A solar energy system which primarily functions to provide electricity for off-site use. ~~Uses allowed~~This term includes the structures, equipment, infrastructure, and support systems necessary for the collection, storage, and distribution of solar energy, ~~Uses shall allow for~~along with all functions necessary to develop and operate a primary solar facility including construction, management, administration, maintenance, security, and safety.

RECREATIONAL USES: Areas and development used for leisure time activities and sports in an indoor or outdoor setting, including parks.

RESIDENT: A person who makes his or her home in a particular place for most of the year or for a portion of the year, including a seasonal resident.

RESIDENTIAL USES: Land uses consisting of dwelling units, including mobile and manufactured homes. Residential uses include assisted living facilities and group homes.

RIGHT-OF-WAY: Land dedicated or required for a transportation or utility use that a government entity owns in fee simple or over which it has an easement.

SEMINOLE IMPROVEMENT DISTRICT (SID): Independent special purpose government established in 1970 pursuant to Chapter 70-854, Laws of Florida, codified pursuant to Chapter 2000-431, Laws of Florida, formerly known as the Seminole Water Control District. ~~The Seminole Improvement District, or "SID,"~~ is coextensive with the boundaries of the City of Westlake and consists of approximately 4,1427 acres of land. SID is empowered to construct and maintain a number of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, roadways and ~~/or~~ related activities.

SENIOR HOUSING: Age-restricted dwelling units for older adults, aged 55+, who are able to care for themselves.



SHARED USE PATH: A paved facility for use by pedestrians, bicyclists, and/or other users that is separated from vehicular traffic. Golf carts may be used on shared use paths in certain areas, under certain circumstances.

SINGLE FAMILY ATTACHED DWELLING: A single dwelling unit physically attached to other buildings, dwelling units, or structures through one or more shared walls.

SINGLE FAMILY DETACHED DWELLING: A single dwelling unit not physically attached to other buildings, dwelling units, or structures.

SOLAR ENERGY OVERLAY: An area designated on the Future Land Use Map (FLU Map 2.1) that allows Primary Solar Facilities in addition to uses allowed by the underlying future land use category.

SUSTAINABLE COMMUNITY: An urban area with a long term planning and management vision that incorporates a multi-modal transportation network; walkable, mixed use patterns of development; denser development where infrastructure exists; civic spaces and interconnected open spaces for recreation; economic vitality and job choices; choices in housing price and size; a robust-quality educational system; and a unique identity.

~~**TRAILS:** Linear corridors and adjacent support parcels of land or water that provide public access for pedestrians and authorized alternative modes of transportation.~~

TRANSIT: Passenger transportation services such as commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, autonomous vehicles, and local fixed route bus provided by public, private, or non-profit entities. The terms “transit” and “mass transit” are used interchangeably in the Plan.

UTILITIES: Seminole Improvement District water, wastewater or reuse water facilities.

VEGETATED BUFFER: A natural or planted vegetated area used to mitigate potential impacts of unsightly views, lights, noises, and/or dust.

WORK PLAN: City of Westlake Water Supply Facilities Work Plan dated March 2018.

Policy ADM 1.2.3 The following acronyms shall have the following meanings in this Plan:

ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
BEBR	Bureau of Economic and Business Research
BFE	Base Flood Elevation
CCDs	The Census County Divisions
CJG	Callery-Judge Groves property
EPA	U.S. Environmental Protection Agency
FAR	<u>F</u> loor <u>A</u> area <u>R</u> ratio
FDEP	Florida Department of Environmental Protection



FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
<u>GIS</u>	<u>Geographic Information System</u>
GPD	Gallons Per Day
HUD	U.S. Department of Housing and Urban Development
IPARC	Intergovernmental Plan Amendment Review Committee
ITID	Indian Trail Improvement District
LEC	Lower East Coast
LOS	Level of Service
MGD	Million Gallons per Day
MPO	Metropolitan Planning Organization
NAVD 88	North American Vertical Datum of 1988
NRPA	National Recreation and Park Association
<u>OEDR</u>	<u>Office of Economic and Demographic Research</u>
PBC-PAM	2015 Palm Beach County Allocation Model
PD	Planned Development <u>Zoning</u> District
PM	particulate matter
PPH	Population Per Household
SERPM	Southeast Florida Regional Planning Model
SFWMD	South Florida Water Management District
SID	Seminole Improvement District
SIS	Strategic Intermodal System
SRPP	The Strategic Regional Policy Plan
SWA	Solid Waste Authority
TAZ	Traffic Analysis Zone
TCRPC	Treasure Coast Regional Planning Council
<u>TDM</u>	<u>Transportation Demand Management</u>
TDP	Transit Development Plan
<u>TPA</u>	<u>Palm Beach Transportation Planning Agency</u>
<u>TPS</u>	<u>Traffic Performance Standards</u>
<u>TSM</u>	<u>Transportation Systems Management</u>
<u>ULDC</u>	<u>Unified Land Development Code</u>
USDA	U.S. Department of Agriculture

Policy ADM 1-.2.4 Unless otherwise clearly implied by context, the term “City” shall refer to the City of Westlake and the term “Plan” shall refer to this City of Westlake Comprehensive Plan.





CHAPTER 2. FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL FLU 1

PROVIDE A MIX OF RESIDENTIAL, COMMERCIAL, ~~EMPLOYMENT~~, CIVIC, AND RECREATIONAL USE OPPORTUNITIES WITHIN THE CITY TO PROMOTE A SUSTAINABLE COMMUNITY AND CONTRIBUTE TO BALANCING LAND USES IN CENTRAL PALM BEACH COUNTY.

Objective FLU 1.1

Establish future land use categories, and for each category, define the types of uses ~~permitted~~ allowed, ~~provide location criteria for each use~~, and establish densities and intensities for each use. The City shall designate all property with a future land use category on the Future Land Use Map (FLU MAP 2.1).

Policy FLU 1.1.1

All future development orders shall be consistent with the Plan.

Policy FLU 1.1.2

Amendments to the Plan including the Future Land Use Map (FLU Map 2.1) shall be ~~made~~ consistent with all Florida Statute ~~ery~~ requirements.

Policy FLU 1.1.3

Existing land uses are shown on FLU Map 2.2.

Policy FLU 1.1.4

Essential ~~F~~facilities and ~~S~~services shall be ~~permitted~~ allowed within every future land use category.

Policy FLU 1.1.5

Utilities, excluding wastewater treatment plants, shall be ~~permitted~~ allowed within every future land use category subject to appropriate buffering to mitigate adverse visual impacts, noise impacts, and stench upon neighboring residential properties.

Policy FLU 1.1.6

Primary ~~S~~solar ~~F~~facilities and ~~A~~ccessory ~~S~~solar ~~F~~facilities shall be ~~permitted~~ allowed subject to the following limitations:

- a) Primary ~~S~~solar ~~F~~facilities shall only be ~~permitted~~ allowed within the ~~S~~solar ~~E~~nergy ~~O~~verlay designated on the Future Land Use Map (FLU Map 2.1).
- b) Appropriate ~~siting and~~ buffering shall be required to ~~ensure screening of~~ mitigate adverse visual impacts of ~~P~~primary ~~S~~solar ~~F~~facilities to adjacent properties.



- c) Accessory ~~S~~solar ~~F~~facilities shall be ~~allowed~~permitted within every land use category.

Policy FLU 1.1.7

The maximum number of dwelling units allowed on a parcel of land is based on the maximum gross density established by the applicable ~~future~~ land use category multiplied by the ~~g~~Gross ~~a~~Acreege of the parcel of land. The number of allowable dwelling units is not affected by the amount of non-residential development ~~allowed~~ on the parcel. Additional dwelling units may be allowed based upon applicable bonus densities or as accessory dwelling units.

~~**Policy FLU 1.1.8**~~

~~Accessory dwelling units shall not be included in the density calculation for entitlement purposes.~~

Policy FLU 1.1.89

The maximum amount of non-residential development ~~allowed on a parcel of land~~ is based on the maximum intensity as measured by the floor area ratio (FAR) established by the applicable ~~future~~ land use category. The maximum amount of non-residential development ~~allowed~~ is not affected by the amount of residential development on the parcel.

Policy FLU 1.1.910

Where a mix of non-residential and residential uses is allow~~able~~d, as within the Downtown Mixed--Use ~~future land use c~~Category, both density and intensity shall be calculated based upon the ~~g~~Gross ~~a~~Acreege. The maximum amount of ~~allowed~~ non--residential development is not affected by the amount of ~~allowed~~ residential development on the parcel of land; the maximum amount of ~~allowed~~ residential development is not affected by the amount of ~~allowed~~ non-residential development on the parcel of land.

Policy FLU 1.1.101

When a parcel of land contains two or more future land use categories:

- a) ~~T~~he ~~distinct~~ types of uses allowed in each of the ~~future~~ land use categories may only be developed within the boundaries of the future land use category that allows those ~~types of uses~~ types.
- b) ~~T~~he maximum number of dwelling units and the maximum amount of non-residential development ~~allowed permitted~~ shall be calculated by applying the density and intensity ~~allowed permitted~~ by each future land use category by the gross acreage of the parcel within that category. The sum total resulting dwelling units and non-residential development may be applied across the entire parcel notwithstanding the actual boundaries of the future land use categories within the parcel.
- c) ~~D~~evelopment at a density or intensity proposed in the portion of the parcel that would not otherwise be allowed shall meet the compatibility requirements in the compatibility matrix of ~~Policy~~ FLU 1.6.5.



- d) A ~~N~~neighborhood ~~C~~center that contains both Residential-1 and Residential-2 future land use categories shall have a maximum non-residential intensity of 0.30 FAR and a maximum size of 12.5 acres.

Policy FLU 1.1.1~~2~~ **Future Land Use Categories**

The future land use categories described below shall be delineated on the Future Land Use Map (FLU Map 2.1) and shall determine the maximum density and intensity of development ~~allowed~~ ~~permitted~~ on land with~~in~~ the City.

Policy FLU 1.1.1~~23~~ **Residential-1 Future Land Use Category**

The Residential-1 future land use category provides areas for a mix of single family attached dwellings, single family detached dwellings and accessory uses. Uses that complement and support residential activities are also allowed.

Neighborhood Centers are ~~allowed~~ ~~permitted~~ within the Residential-1 ~~future land use C~~category, subject to the criteria below, in order to provide small scale commercial to serve neighborhood needs.

a) Allowable Uses:

~~• Residential uses may include:~~

- ~~○ Single family attached dwellings~~
- ~~○ Single family detached dwellings~~
- ~~○ Mobile homes and manufactured homes~~
- ~~○ Accessory dwelling units~~
- Religious uses
- Educational uses
- Neighborhood ~~C~~centers (per intensity, size, and location criteria below)
- ~~R~~Parks and recreational uses
- ~~Agricultural uses~~
- ~~Mobile homes~~
- Conservation uses
- Accessory ~~U~~uses

b) Density:

- The maximum gross density is 5 dwelling units per gross acre.
- Bonus densities may be granted up to an additional 4 dwelling units per gross acre for the provision of senior, affordable, and ~~/or~~ workforce housing ~~consistent with Policy FLU 1.2.4.~~



c) Non Residential Standards/Neighborhood Centers:

Intensity and Size: Non-residential uses shall not exceed a maximum of 0.25 ~~Floor Area Ratio~~. Neighborhood ~~C~~centers shall not exceed 10 acres.

Location Criteria: Neighborhood ~~C~~centers must front onto a ~~c~~Collector or ~~a~~Arterial ~~r~~Roadway and must be located at least one half mile from the Downtown Mixed-Use future land use ~~C~~category and any other ~~N~~neighborhood ~~C~~centers.

Policy FLU 1.1.134 Residential-2 Future Land Use Category

The Residential-2 future land use category provides areas for a mix of single family attached dwellings, single family detached dwellings, multi-family dwellings and accessory uses. Uses that complement and support residential neighborhood activities are also allowed.

Neighborhood ~~C~~centers are ~~allowed~~permitted, subject to the criteria below, within the Residential-2 future land use ~~C~~category in order to provide small scale commercial to serve neighborhood needs.

a) Allowable Uses:

- Residential uses may include:
 - Single family attached dwellings
 - Single family detached dwellings
 - Multi-family dwellings
 - Assisted living facilities
 - Foster care facilities and group homes
 - Accessory dwelling units
- Continuing care facilities and nursing homes
- ~~Foster care facilities and group homes~~
- Religious uses
- Educational uses
- Neighborhood ~~C~~centers (per intensity, size, and location criteria below)
- ~~R~~Parks and recreational uses
- ~~Agricultural uses~~
- Conservation uses
- Accessory ~~U~~uses

b) Density:



- The maximum gross density is 12 dwelling units per gross acre.
- Bonus densities may be granted up to ~~an 8~~ additional ~~8~~ units per gross acre for senior, affordable, and /or workforce housing consistent with Policy FLU 1.2.4.

c) Non Residential Standards/Neighborhood Centers:

Intensity and Size: Non-residential uses shall not exceed a maximum of 0.35 ~~Floor—Area—Ratio.~~ Neighborhood ~~C~~centers shall not exceed 15 acres.

Location Criteria: The ~~N~~neighborhood ~~C~~centers must front onto a ~~c~~Collector or ~~a~~Arterial ~~r~~Road and must be located at least one half mile from the Downtown Mixed-Use future land use ~~c~~Category and any other ~~n~~Neighborhood ~~c~~Centers.

Policy FLU 1.1.145 Civic Future Land Use Category

The Civic future land use category will provide areas for the uses provided for below. The Civic future land use ~~C~~category may be applied to publicly or privately owned lands.

a) Allowable Uses:

- Civic uses
- Religious uses
- ~~Clubs, lodges, Meeting~~ halls, exhibition and conference centers, and fairgrounds
- Educational uses
- Recreational uses
- Conservation uses
- Accessory uses

b) Non Residential Intensity:

- A maximum of a 1.5 ~~Floor—Area—Ratio~~

Policy FLU 1.1.156 Downtown Mixed-Use Future Land Use Category

The Downtown Mixed-Use future land use category accommodates an active, pedestrian-friendly area of commercial, residential, ~~office~~, and civic



uses that provide substantial opportunities for employment, shopping, civic, and recreation activities accessible by mass transit.

a) Allowable Uses:

- Commercial uses
- Residential uses may include:
 - Single family attached dwellings
 - Multi-family dwellings
 - Accessory dwelling units
- Light industrial uses
- Institutional uses
- Assisted living facilities
- Continuing care facilities
- ~~Medical facilities~~
- All uses allowed permitted in the Civic future land use category
- Accessory Uses
- Commercial recreation uses

b) Residential Density:

- The minimum gross density is 4 units per gross acre, and the maximum gross density is 16 dwelling units per gross acre.
- Bonus densities may be granted up to 8 additional units per acre for senior, workforce, and/or affordable housing consistent with Policy FLU 1.2.4.

c) Non Residential Intensity:

- Maximum of a 3.0 ~~Floor Area Ratio.~~

d) Mix of Uses:

The table below identifies the mix of uses applied to the total area of the Downtown Mixed-Use future land use cCategory within the City. The mix of uses is not required on a parcel-by-parcel basis. Not all of the land uses have to be developed at the same time, nor is one land use a prerequisite to another land use.

<u>Allowed Land Uses</u>	<u>Minimum %</u>	<u>Maximum %</u>
Residential (including single family attached dwellings, multi-family dwellings, and assisted living facilities)	5%	25%



Commercial <u>and</u> <u>commercial</u> <u>recreation(including</u> <u>medical facilities)</u>	10%	70%
Civic	2%	30%
Light <u>i</u>ndustrial	5%	25%
Institutional <u>(including</u><u>and</u> <u>continuing care</u> <u>facilities)</u>	0%	10%



Policy FLU 1.1.167 Open Space and Recreation Future Land Use Category

The Open Space and Recreation future land use category is intended to provide areas within the community for resource conservation and/or passive or active recreation, including pasture.

a) Allowable Uses:

- ~~RParks and~~ recreational uses
- Commercial recreation uses
- Conservation uses
- Agricultural uses

b) Residential Density:

Not Applicable.

c) Non Residential Intensity:

- Maximum of a 0.25 ~~Floor Area Ratio~~.

Policy FLU 1.1.178 Clustering of residential units shall be permitted-allowed to encourage open space and to reduce surface water run-off.

Policy FLU 1.1.189 The proposed development of the City as provided in the ~~is~~ Plan seeks to support the comprehensive plans of adjacent municipalities, Palm Beach County, and the region by providing a mix of uses that reduces the land use imbalance and sprawl pattern of development that currently exists in central ~~western~~ Palm Beach County.

Objective FLU 1.2

Adopt and Maintain Land Development ~~R~~egulations to manage future growth and development in a manner that provides needed facilities and services and encourages economic development while protecting natural and historical resources.

Policy FLU 1.2.1 Adopt and maintain Land Development Regulations to implement the ~~adopted~~ Plan, which shall at a minimum:

- Regulate the subdivision of land;
- Regulate the use of land and water consistent with this Plan;
- Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;



- d) Regulate signage;
- e) Provide that public facilities and services meet or exceed the standards established in the ~~e~~Capital ~~i~~Improvements ~~e~~Element and are available when needed;
- f) Provide standards for development within each future land use category;
- e)g) Encourage a complementary mix of residential and non-residential uses at sufficient densities and intensities to promote internal capture of trips within the City.
- ~~f)h)~~ Ensure safe and convenient onsite traffic flow, considering needed vehicle parking; and
- ~~g)i)~~ Provide for the protection of natural and historical resources.

Policy FLU 1.2.2

Adopt ~~L~~and ~~D~~evelopment ~~R~~egulations to allow for ~~interim~~ the continuation of existing agricultural ~~activities prior to the conversion to other~~ uses. These regulations shall, at a minimum:

- a) Allow for the conversion of agricultural uses ~~and activities~~ in all future land use categories;
- b) Provide adequate buffering to reduce impacts between agricultural uses and surrounding residential land uses;
- c) Provide for legal non-conforming agricultural uses consistent with ~~the~~ Plan and the Right-to-Farm Act; and
- d) Implement the Agricultural Acknowledgement Act.

Policy FLU 1.2.3

~~Maintain~~ ~~Adopt~~ ~~L~~and ~~D~~evelopment ~~R~~egulations ~~that~~ which provide for a Planned Development Zoning District (PD). ~~The intent of a Planned Development District (PD) is to permit~~ allow a large area to be developed under a common plan of development. ~~one Master Plan that may include different land use types at different levels of density and intensity, consistent with the Plan and the list of permitted, conditional, and accessory uses set forth in the City's Land Development Regulations. Collector roads and neighborhoods are shown as part of the Master Plan. Supporting documentation is also required which describes the development densities and intensities assigned to each development pod and any restrictions in use~~



~~or site design requirements. The pods are then developed as individual site plans. Although a variety of~~The land use types and densities and intensities may be approved as part of a residential PD, the overall density and intensity must be consistent with the underlying future land use category designation of the parcel.

Policy FLU 1.2.4

~~Maintain Adopt L~~and ~~D~~evelopment ~~R~~egulations which include procedures and standards for providing residential density bonuses above the maximum density established by the applicable consistent with the future land use category in exchange for the construction of workforce, affordable, and/or senior housing. These standards and procedures shall include:

- a) Requirements that adequate public infrastructure, transportation facilities, and parks shall be available to meet the projected demands associated with the requested additional density.
- b) Requirements for the design and orientation of development which ensure compatibility with the surrounding land uses.
- c) Standards and criteria for the evaluation and implementation of a density bonus program for senior, affordable, and workforce housing units.
- d) Guidelines that allow for the consistent implementation of the density bonus programs to encourage the development of senior, affordable, and workforce housing units.

Objective FLU 1.3

~~Eliminat~~ion of non-conforming uses, which are land uses that do not conform with the PlanCity’s Future Land Use Element and Map (FLU Map 2.1).

Policy FLU 1.3.1

Adopt and maintain ~~L~~and ~~D~~evelopment ~~R~~egulations ~~that~~which protect the rights of property owners to continue legal non-conforming uses, but which, at a minimum, provide for the termination of such rights upon the abandonment of ~~the~~a legal non-conforming use.

Policy FLU 1.3.2

~~Existing~~Legal non-conforming structures that exist as of the date of adoption of the Plan may remain. If the legal non-conforming structure is damaged, destroyed or redeveloped so as to require substantial reconstruction, it may be rebuilt at the same density and intensity, provided that the development is brought into compliance with the all other provisions of the ~~City’s~~ Land Development Regulations and all other applicable ~~City~~ codes and regulations.



Objective FLU 1.4

Effectively manage and monitor development and redevelopment to assure that facilities and services meet adopted levels of service as set forth in the Capital Improvements Element of the Plan.

Policy FLU 1.4.1

Ensure the availability of suitable land for public facilities and services necessary to support proposed developments.

Policy FLU 1.4.2

Evaluate all applications for development orders to ensure that necessary public facilities and services to serve new development are provided consistent with the requirements of the Plan.

Policy FLU 1.4.3

FLU Map 2.5 shows existing and planned public potable water-wells, cones of influence, and wellhead protection areas within the City.

Objective FLU 1.5

Include opportunities for the development of public and private schools.

Policy FLU 1.5.1

Allow public and private schools in all future land use categories except the Open Space and Recreation future land use category.

Policy FLU 1.5.2

Coordinate the location of future public schools with the Palm Beach County School District.

Policy FLU 1.5.3

Support the collocation of school sites with public facilities such as parks, recreational areas, libraries, and community centers.

Objective FLU 1.6

Ensure compatibility among various future land uses while promoting mixed use, economic development and multi-modal transportation.

Policy FLU 1.6.1

Establish land use patterns that promote walking, biking, and mass transit to access goods, services, education, employment, and recreation, thereby reducing automobile dependency, vehicle miles traveled, and vehicle emissions.

Policy FLU 1.6.2

All allowable uses within a future land use category are deemed compatible with one another for purposes of the Plan and the City's Land Development Regulations.



Policy FLU 1.6.3

~~Require d~~Development within the Downtown Mixed-Use future land use ~~c~~Category immediately adjacent to the Town of Loxahatchee Groves ~~must ensure there is to provide~~ a 50-foot buffer between the development and the city limits of the Town of Loxahatchee Groves.

Policy FLU 1.6.4

To ensure ~~compatible~~—development is compatible with existing neighborhoods outside of the City, multi-family dwellings shall be prohibited within 400 feet of the southern boundary of the City from its eastern boundary to the eastern edge of the Downtown Mixed-Use future land use ~~c~~Category on the Future Land Use Map (FLU Map 2.1). Only single family attached and single family detached dwellings shall be ~~permitted-allowed~~ in this area.

Policy FLU 1.6.5

Development abutting a different future land use category shall comply with the following minimum compatibility requirements. The City may adopt additional buffer requirements in the Land Development Regulations.



Compatibility Matrix

Proposed Development	Minimum Compatibility Requirement for Adjacent Existing Vacant Lands	Minimum Compatibility Requirement for Adjacent Existing Residentially Developed Land	Minimum Compatibility Requirement for Adjacent Existing Non-Residentially Developed Land
Single family detached residential, density ≤ than 200 percent of maximum density allowed by adjacent land use category	No Buffer Required	No Buffer Required	No Buffer Required
Single family detached residential, density > than 200 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' height high privacy fence or 10' wide vegetated buffer	Visual screen consisting of an 8' height high privacy fence or 10' wide vegetated buffer	No Buffer Required
Single family attached residential, density ≤ than 100 percent of maximum density allowed by adjacent land use category	No Buffer Required	No Buffer Required	No Buffer Required
Single family attached residential, density > than 100 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' height high privacy fence or 10' wide vegetated buffer	Visual screen consisting of an 8' height high privacy fence or 10' wide vegetated buffer	No Buffer Required
Multi-family residential (>2 du/structure), density ≤ 100 percent of maximum density allowed by adjacent land use category	No Buffer Required	No Buffer Required	No Buffer Required
Multi-family residential (>2 du/structure), density > 100 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' height high privacy fence and 10' wide vegetated buffer	Visual screen consisting of an 8' height high privacy fence and 10' wide vegetated buffer	No Buffer Required
Multi-family residential (>2 du/structure), density > 200 percent of maximum density allowed by adjacent land use category	Visual screen consisting of an 8' height high privacy fence and 25' wide vegetated buffer	Visual screen consisting of an 8' height high privacy fence and 25' wide vegetated buffer	No Buffer Required
Non-residential, intensity ≤ the maximum FAR allowed in the adjacent category	No Buffer Required	No Buffer Required	No Buffer Required
Non-residential, intensity > 100 percent of the maximum FAR allowed in the adjacent category	Visual screen consisting of an 8' height high privacy fence and 10' wide vegetated buffer	Visual screen consisting of an 8' height high privacy fence and 10' wide vegetated buffer	No Buffer Required
Non-residential, intensity > 200 percent of the maximum FAR allowed in the adjacent category	Visual screen consisting of an 8' height high privacy fence and 25' wide vegetated buffer	Visual screen consisting of an 8' height high privacy fence and 25' wide vegetated buffer	No Buffer Required



Development of any type, density, or intensity adjacent to the Downtown Mixed-Use or Civic categories.	No Buffer Required	No Buffer Required	No Buffer Required
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Policy FLU 1.6.6

Multi-family residential adjacent to the Open Space and Recreation category shall require a ~~visual screen~~buffer consisting of an ~~8-foot~~' high privacy fence and ~~/or~~ a ~~25-foot~~' wide vegetated buffer.

Policy FLU 1.6.7

A public road~~way~~, ~~trail~~ shared use path, or water feature at least 30 feet wide can be designated in lieu of a buffer.

Policy FLU 1.6.8

Alternative compatibility techniques, including but not limited to one or a combination of the following: architectural features, building placement, setbacks, berms, and landscaping, that have the same effect as a buffer and promote mixed use and walkability, may be used in lieu of the compatibility requirements in Policies 1.6.5, 1.6.6 and 1.6.7.

Objective FLU 1.7

Protect cultural, historical and natural resources within the City.

Policy FLU 1.7.1

Applications for development orders within the City shall be required to identify the presence of cultural, historical, and natural resources on the ~~development~~-parcel of land proposed for development.

Policy FLU 1.7.2

Coordinate with the State Historic Preservation Office on the appropriate treatment of cultural and historical resources where identified.

Policy FLU 1.7.3

~~Natural resources shall be p~~rotected and conserved natural resources consistent with the Conservation Element of ~~the~~s Plan.

Policy FLU 1.7.4

Analyze proposed new development to ensure compatibility with topography and existing soils.

Policy FLU 1.7.5

FLU Map 2.3 shows minerals and soils within the City.

Policy FLU 1.7.6

FLU Map 2.6 shows wetlands within the City.

Policy FLU 1.7.7

FLU Map 2.4 shows floodplains within the City.

Policy FLU 1.7.8

The M Canal serves as a source of public water supply to the City of West Palm Beach. The Plan recognizes the M Canal as an allowed conservation use within the civic and residential Future Land Use Categories. Development is



prohibited within the M Canal right of way. Further, development shall be prohibited north of the M Canal right of way and within the 100 feet south of the M Canal right of way. This does not prohibit construction of roads or any development in the M Canal right of way related to the expansion, operation and maintenance of the M Canal. The Land Development Regulations shall address compatibility between the M Canal and any adjacent development. The City will coordinate with SFWMD and SID to encourage drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Policy FLU 1.7.9 To the extent the City has jurisdiction, require drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.



CHAPTER 3. TRANSPORTATION ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL TE 1

PROVIDE A SAFE AND CONVENIENT MULTI-MODAL TRANSPORTATION SYSTEM IN THE CITY OF WESTLAKE **THAT IS COORDINATED WITH THE FUTURE LAND USE MAP (FLU MAP 2.1) AND SUPPORTIVE OF THE PLAN, FOR THE LONG AND SHORT TERM PLANNING PERIODS.**

TRAFFIC CIRCULATION

Objective TE 1.1

Provide a ~~t~~Traffic ~~c~~Circulation ~~Network-system~~ that is coordinated with and adequately serves the anticipated and planned ~~growth-represented in development of~~ the Future Land Use Map (FLU Map 2.1) ~~and based on~~ growth projections for the short and long term planning periods.

Policy TE 1.1.1

TE Map 3.1 is the City’s Existing Traffic Circulation ~~Map, Existing~~ Functional Classification ~~Map,~~ and ~~Existing~~ Roadway Network Jurisdiction Map.

Policy TE 1.1.2

TE Map 3.4 is the City’s 2038 Future Traffic Circulation Map.

Policy TE 1.1.3

TE Map 3.5 is the City’s 2038 Future Functional Classification ~~and 2038~~ ~~Future Right-of-Way~~ Map, ~~which also~~ depicts the right-of-way anticipated to implement the future traffic circulation system for the City.

Policy TE 1.1.4

Coordinate ~~future roadway classifications~~ the City’s traffic circulation system as shown in TE Maps 3.4, 3.5, 3.6, 3.7, 3.8 and 3.9 with the Future Land Use Map (FLU Map 2.1), ~~and provide for a traffic circulation system that serves future land uses~~ for the short and long term planning periods.

Policy TE 1.1.5

Transportation facilities for the short term planning period are shown in TE Map 3.6 ~~2023(Five-Year)~~ Future Traffic Circulation Map. TE Map 3.8 is the City’s 2023 Future Functional Classification ~~and 2023 Future Right-of-Way~~ Map, ~~that which also~~ depicts the right-of-way anticipated to implement the 2023 traffic circulation system for the City.



Policy TE 1.1.6 Recognizing the growing need for regional connectivity, the City shall coordinate with appropriate agencies, including Palm Beach County, Palm Beach TPA and FDOT, to support policies and programs that encourage local traffic to use alternatives to the Strategic Intermodal System (SIS).

Policy TE 1.1.7 The City shall coordinate with Palm Beach County, Palm Beach TPA, FDOT, and other appropriate agencies regarding the implementation of Transportation Systems Management (TSM) strategies that include optimization of traffic signal systems and other innovative transportation system management activities.

Objective TE 1.2

Maintain mobility and provide a safe transportation system ~~within the City.~~

Policy TE 1.2.1 TE Map 3.2 is the City’s Existing Roadway Levels of Service Map. The adopted roadway Level of Service (“LOS”) standard for Seminole Pratt Whitney Road within the City shall be “D.” The adopted roadway LOS standard for all other functionally classified roadways shall be “D.” Roadway LOS will be based on the peak hour, peak direction traffic volumes. The roadway levels of service standards are adopted ~~for planning purposes only.~~

Policy TE 1.2.2 Establish a process in the Land Development Regulations for monitoring and reporting roadway LOS for all arterial and collector ~~roadwaysroads.~~

Policy TE 1.2.3 Recognize and comply with the provisions of the Palm Beach County Traffic Performance Standards Ordinance, Article 12 ULDC, as they apply.

Policy TE 1.2.4 Adopt Land Development Regulations that establish a mobility system, which shall ensure that the LOS standards are achieved and maintained ~~within the City.~~

Policy TE 1.2.5 All functionally classified roadways ~~within the City,~~ with the exception of Seminole Pratt Whitney Road and the future extension of 60th Street North, shall be maintained by the City or SID.

Policy TE 1.2.6 ~~5~~ — Adopt access management standards within the Land Development Regulations to govern connection spacing and site access on the spacing and number of connections and site access points onto public roadways, for the



purpose of preserving ~~the~~ adequate and safe ~~operation of roadways within~~ the City.

Policy TE 1.2.76

To ensure that roadway LOS standards are maintained, while providing for flexibility in the development of the community, the Land Development Regulations may establish a land use equivalency process, through which exchanges of different land uses consistent with the Future Land Use Map (FLU Map 2.1) may be accomplished so long as the proposed development does not result in additional transportation impacts. Exchanged land uses shall be consistent with the ~~f~~Future ~~L~~and ~~u~~se ~~C~~category for the given parcel of land or collective parcels under a single development plan.

Policy TE 1.2.87

Ensure that privately ~~-~~constructed roadways conform to all design standards of the City before the City accepts responsibility for the roadways as a public facility.

Policy TE 1.2.98

~~Encourage connectivity of roadways, bicycle, and pedestrian facilities in the City to reduce congestion on arterial and collector roads~~Evaluate and consider the establishment of a connectivity index in the Land Development Regulations.

Policy TE 1.2.10

~~Implement block size requirements in the Land Development Regulations for the Downtown Mixed Use future land use category to promote connectivity and walkability.~~

Policy TE 1.2.11

~~Adopt Land Development Regulations to maintain standards for:~~

- ~~a) Location and design of driveway access and on-site circulation;~~
- ~~b) Width and location of curb cuts;~~
- ~~c) Street lighting standards, particularly at intersections;~~
- ~~d) Traffic impact analysis; and~~
- ~~e) Cross-access standards.~~

EVACUATION ROUTES

Objective TE 1.3

Maintain adopted LOS ~~standards~~ on arterial roadways ~~that~~which connect to designated evacuation routes.



Policy TE 1.3.1 Coordinate with Palm Beach County to ensure the adopted LOS standard is maintained on Seminole Pratt Whitney Road, which serves as the City’s primary connection to a designated evacuation route.

NON-MOTORIZED TRANSPORTATION

Objective TE 1.4 Provide safe and accessible alternatives to motorized transportation through bicycle lanes, shared use paths, and sidewalks and pedestrian facilities.

Policy TE 1.4.1 TE Map 3.3 is the City’s Existing Shared Use Paths, Sidewalks, and Bicycle and Pedestrian Facilities Map; TE Map 3.9 is the City’s 2023 Future Shared Use Paths, Sidewalks, and Bicycle Lanes and Pedestrian Network Map; and TE Map 3.7 is the City’s 2038 Future Shared Use Paths, Sidewalks, and Bicycle Lanes and Pedestrian Network Map, which illustrates the City’s future corridors for alternative modes of transportation.

Policy TE 1.4.2 Accommodate bicycle transportation either within or adjacent to the dedicated right-of-way for all roads functionally classified as cCollector or aArterial rRoads.

Policy TE 1.4.3 Coordinate with the Palm Beach MPO-Transportation Planning Agency (Palm Beach TPA) concerning improvements to roadways within the City based upon the Master Comprehensive Bicycle Transportation Plan (March 2011) and other appropriate MPO-Palm Beach TPA bicycle initiatives.

Policy TE 1.4.4 Adopt Land Development Regulations that require pedestrian and bicycle facilities sidewalks within residential subdivisions.

Policy TE 1.4.5 Adopt roadway cross-section guidelines within the Land Development Regulations that emphasize mobility for all users, both motorized and non-motorized, for all non-State and non-County public City and SID roads.

Policy TE 1.4.6 Ensure that the future roadway network traffic circulation system is designed to provide safe non-motorized vehicle and pedestrian bicycle and pedestrian crossings.

Policy TE 1.4.7 Incorporate safe routes to school programs into its transportation planning and design, where feasible, to enhance the safety of school children who walk and bike to school.



- Policy TE 1.4.8** ~~Adopt Land Development Regulations that require designated parkways within the City to include pedestrian and multi-modal paths and establish design requirements for such parkways~~Promote connectivity by requiring shared use paths and/or sidewalks on all roads except 60th Street North.
- Policy TE 1.4.9** Coordinate TE Map 3.4 and TE Map 3.7 with the Palm Beach ~~County~~MPOTPA Long Range Transportation Plan to ensure identification and provision of future needs for all transportation modes.
- Policy TE 1.4.10** ~~Evaluate the 2014 Complete Streets Policy adopted by the Florida Department of Transportation and coordinate with SID concerning the applicability and incorporation of appropriate concepts therein into Land Development Regulations for the design and construction of road projects~~Incorporate elements of the Palm Beach TPA Complete Streets Design Guidelines, dated September 2017, into the Land Development Regulations to require that the traffic circulation system is designed and constructed to provide safe and convenient mobility for all types of transportation users, including pedestrians, bicyclists, mass transit riders, and motorists.
- Policy TE 1.4.11** ~~Establish guidelines in the Land Development Regulations to require all new development to connect to the City’s sidewalks and/or shared use paths.~~
- Policy TE 1.4.12** ~~Establish urban design requirements in the Land Development Regulations that promote walkability and pedestrian-friendly environments and that encourage mass transit use.~~

COORDINATION OF TRANSPORTATION PLANNING

Objective TE 1.5 Ensure efficiency in transportation planning and implementation through coordination with other agencies and jurisdictions in Palm Beach County.

Policy TE 1.5.1 Regularly analyze the transportation plans and programs of the Florida Department of Transportation (FDOT) (including the Florida Transportation Plan), Palm Beach County, and the ~~Palm Beach Metropolitan Planning Organization (MPO)~~Palm Beach TPA to determine consistency and compatibility of transportation systems.

Policy TE 1.5.2 Connect the City’s ~~roadway~~traffic circulation system to the regional roadway network in order to provide access to aviation, rail, seaport facilities, and intermodal terminals outside the City.



MASS TRANSIT

Objective TE 1.6

Plan for the provision of mass_-transit options as such options become available.

Policy TE 1.6.1

Coordinate with PalmTran regarding the extension of transit service into the City as the City develops.

Policy TE 1.6.2

~~Encourage density concentrations sufficient to support use of mass transit for trips on the regional roadway network and reduce vehicle miles traveled.~~
~~Encourage population densities sufficient to support mass transit.~~

Policy TE 1.6.3

Address the location ~~of~~ mass transit facilities in new developments in the Land Development Regulations.

Policy TE 1.6.4

~~Evaluate~~ Establish parking requirements for new developments in the Land Development Regulations to encourage alternative modes of travel.

Policy TE 1.6.5

~~Coordinate with Palm Tran, and other transit-providing agencies, relating to the locations of and amenities provided at bus stops along Seminole Pratt-Whitney Road.~~

Policy TE 1.6.6

~~Locate future transit stops along roads in areas with densities that are supportive of mass transit.~~

Policy TE 1.6.7

~~Follow FDOT’s Accessing Transit-Design Handbook for Florida Bus Passenger Facilities, Version III, dated 2013, and Palm Tran’s Transit Design Manual, dated August 2004, as guidelines for the design of transit stops. Transit stops should promote a pedestrian-friendly environment.~~

ENERGY EFFICIENCY AND GREENHOUSE GAS REDUCTION STRATEGIES

Objective TE 1.7

Promote energy efficiency and greenhouse gas reduction strategies.

Policy TE 1.7.1

Promote the extension and use of mass_-transit within ~~itsthe~~ City ~~limits~~.

Policy TE 1.7.2

~~Provide for significant bicycle and pedestrian pathways in support of non-~~
Encourage use of the City’s bicycle lanes, shared use paths, and sidewalks as alternatives to motorized transportation.



Policy TE 1.7.3 Transportation demand management strategies shall be incorporated into the transportation planning and development approval processes for the City to provide transportation commute choices other than the single occupant vehicle. A range of techniques and appropriate trip reduction strategies will be considered. The City will identify and work with other service providers, as appropriate, to implement selected strategies.



CHAPTER 4. INFRASTRUCTURE ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL INF 1

PROVIDE AND MAINTAIN THE NECESSARY PUBLIC INFRASTRUCTURE FOR POTABLE WATER, WASTEWATER, REUSE WATER, DRAINAGE, SOLID WASTE, AND AQUIFER RECHARGE IN A MANNER THAT WILL ENCOURAGE A SUSTAINABLE COMMUNITY.

POTABLE WATER

Objective INF 1.1

In coordination with SID, provide potable water facilities that are cost effective, adequate, and maintain the adopted level of service (LOS) standard.

Policy INF 1.1.1

~~In coordination~~ with SID; on an annual basis to evaluate the capacity, operation, and maintenance of the water distribution system ~~on an annual basis~~ to maintain adopted level of service LOS standards, and to determine the need for the extension of facilities to meet future needs while ~~and to~~ maximizing the use of existing potable water facilities. The SID utility service area is shown in INF Map 4.1. SID purchases potable water from Palm Beach County for distribution within the City and will be the exclusive provider of potable water within the City.

Policy INF 1.1.2

In coordination with SID, use the potable water level of service LOS standards identified in Policies INF 1.1.3 and INF 1.1.4 to evaluate capacity for issuance of development orders.

Policy INF 1.1.3

The potable water level of service LOS standard for residential uses shall be 110 gallons per capita per day.

Policy INF 1.1.4

The potable water level of service LOS standards for non-residential uses shall be 150 gallons per 1,000 sq. ft. per day with the following exceptions: schools shall have a level of service LOS standard of 18 gpd per student; hotels shall have a level of service LOS standard of 100 gpd per room; and parks shall have a level of service LOS standard of 10 gpd per visitor.



Policy INF 1.1.5 Potable water facilities shall be available to serve development. New developments and redevelopments will be required to connect to ~~the~~ centralized water facilities ~~when such facilities become available~~.

Policy INF 1.1.6 Adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate water supplies ~~exists~~ to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent.

~~**Policy INF 1.1.7** To the extent it has jurisdiction, the City will not allow new domestic self-supply potable water wells within the City.~~

~~**Policy INF 1.1.8** Coordinate the availability of potable water facilities to accommodate the land uses on the Future Land Use Map (FLU Map 2.1) and the projected future population of the City.~~

Objective INF 1.2 Provide adequate, efficient and safe water distribution to accommodate existing and future demand.

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

Policy INF 1.2.2 Comply with the adopted ~~Water Supply Facilities~~ Work Plan to ensure that adequate water supply and potable water facilities are available to serve the demands of City residents.



~~**Policy INF 1.2.3** — Coordinate the availability of potable water supply and water supply facilities with the land uses shown on the Future Land Use Map (FLU Map 2.1) based on growth projections for the long and short term planning periods.~~

Policy INF 1.2.34 Coordinate with the ~~South Florida Water Management District~~ SFWMD to continue to protect and conserve ground and surface waters.

Policy INF 1.2.45 Designate minimum fire flow and related water pressure requirements in the Land Development Regulations.

Policy INF 1.2.56 The anticipated infrastructure for potable water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for potable water for the long term planning period is shown on INF Map 4.~~3~~6.

WASTEWATER AND REUSE WATER

Objective INF 1.3 Provide wastewater facilities that are cost effective, adequate, and maintain the adopted ~~level of service~~ LOS standard.

Policy INF 1.3.1 ~~In e~~Coordination with SID ~~on an annual basis to,~~ evaluate wastewater system facilities ~~on an annual basis~~ to ensure the system effectively maintains adopted ~~level of service~~ LOS standards, and ~~to determine the need for the extension of facilities to meet future needs while~~ maximiz~~ing~~es the use of existing wastewater facilities. ~~SID purchases wastewater capacity from Palm Beach County for the City and will be the exclusive provider of wastewater service within the City.~~

Policy INF 1.3.2 In coordination with SID, use the wastewater ~~level of service~~ LOS standards identified in Policies INF 1.3.3 and INF 1.3.4 to evaluate wastewater facility capacity for issuance of development ~~permits~~ orders.

Policy INF 1.3.3 The wastewater ~~level of service~~ LOS standard for residential uses shall be 100 gallons of wastewater per capita per day.



Policy INF 1.3.4 The wastewater ~~level of service~~LOS standard for non-residential uses shall be 150 gallons of wastewater per 1,000 sq. ft. per day with the following exceptions: schools shall have a ~~level of service~~LOS standard of 18 gpd per student; hotels shall have a ~~level of service~~LOS standard of 100 gpd per room; and parks have a ~~level of service~~LOS standard of 10 gpd per visitor.

Policy INF 1.3.5 Wastewater service and facilities shall be available to serve new development. New developments and redevelopment will be required to connect to the centralized wastewater facilities ~~if such facilities are available at the time of development or redevelopment.~~

Policy INF 1.3.6 Adequate wastewater facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate wastewater facilities ~~exist~~ to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate occupancy or its functional equivalent.

~~**Policy INF 1.3.7** Coordinate the availability of wastewater facilities to accommodate the land uses on the Future Land Use Map (FLU Map 2.1) and the projected future population of the City.~~

Policy INF. 1.3.78 The anticipated infrastructure for wastewater for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for wastewater for the long term planning period is shown on INF Map. 4.35.

Objective INF 1.4 In coordination with SID, provide reuse water to accommodate existing and future demand.

Policy INF 1.4.1 Coordinate with SID to provide reuse water for landscape irrigation. Where reuse water is unavailable, surface water may be used as a source of irrigation water. To the extent it has jurisdiction, the City will not allow domestic self-supply wells to supply water for irrigation within the City.

Policy INF 1.4.2 New developments and redevelopment will be required to connect to the centralized reuse water facilities where reuse water is available.



The City shall coordinate with SID to maximize the use of existing reuse facilities for the provision of reuse water.

Policy INF 1.4.3

The anticipated infrastructure for reuse water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for the reuse and irrigation facilities for the long term planning period are shown on INF Map 4.34. SID purchases reuse water from Palm Beach County for distribution within the City and will be the exclusive provider of reuse water within the City.

SOLID WASTE

Objective INF 1.5

Ensure that adequate and efficient solid waste collection is available ~~for~~ within the City.

Policy INF 1.5.1

Ensure maintenance of the adopted solid waste ~~level of service~~ LOS standard by coordinating with the Solid Waste Authority of Palm Beach County ~~(SWA)~~ to determine that there is sufficient disposal capacity available to accommodate solid waste generation from the City for the coming year and through the short and long term planning ~~periods~~.

Policy INF 1.5.2

The solid waste ~~level of service~~ LOS standard shall be 7.02 pounds of solid waste per person per day.

Policy INF 1.5.3

Use the solid waste ~~level of service~~ LOS standard identified in Policies INF 1.5.2 to evaluate facility capacity and for issuance of development ~~permits~~ orders.

Policy INF 1.5.4

Coordinate the disposal of residential household hazardous waste with the ~~Solid Waste Authority of Palm Beach County~~ SWA.

Policy INF 1.5.5

Encourage public conservation efforts by providing:

- a. Public incentives for reducing, recycling, and reusing natural resources and waste products.
- b. Information on reducing waste and minimizing energy use.

Policy INF 1.5.6

Participate in ~~Palm Beach County~~ SWA's recycling program.



Policy INF 1.5.7 Solid waste facilities shall be available to serve existing and new development.

Policy INF 1.5.8 Adequate solid waste disposal capacity shall be available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with ~~the Solid Waste Authority of Palm Beach County~~SWA to determine whether adequate solid waste disposal capacity will be available to serve the new development no later than the anticipated date of issuance by the City of a certificate occupancy or its functional equivalent.

~~**Policy INF 1.5.9** Coordinate the availability of solid waste disposal capacity to accommodate the land uses on the Future Land Use Map (FLU Map 2.1) and the projected future population of the City.~~

DRAINAGE

Objective INF 1.6 Coordinate with SID to implement a drainage system for the City to address flood risks to public and private property, to maintain adopted ~~level of service~~LOS standards, and to maximize the use of existing facilities.

Policy INF 1.6.1 Stormwater management facilities shall be designed in accordance with ~~South Florida Water Management District~~ (SFWMD) criteria.

Policy INF 1.6.2 All residential and nonresidential development and redevelopment shall adequately accommodate runoff to meet all federal, state and local requirements.

Policy INF 1.6.3 Coordinate with SID on an annual basis to provide stormwater management facilities consistent with SFWMD regulations, and to determine the need for the extension or creation of facilities to meet future needs while maximizing the use of existing facilities.

Policy INF 1.6.4 The drainage ~~level of service~~LOS shall be standards are established in the tables below. Facilities listed in Table 1 below shall accommodate the stormwater produced by the identified storm event and rainfall intensity. Facilities listed in Table 2 below shall be built to the minimum elevation shown.:



Drainage Level of Service Standards - Table 1

Storm Event	Intensity of Rainfall (in.)	<u>Drainage Level of Service Development, Roads, and Drainage Facilities</u>
10 year-1 day	7.4	Local Roads and Parking Lots
25 year-3 day	12	Arterial Roads, <u>Collector Roads</u> , Perimeter Berm and Peak Discharge
100 year-3 day, zero discharge	14	Finished Floors

Source: Isohyetel Graphs SFWMD's Environmental Resource Permit Applicant's Handbook Volume II
**Perimeter Berm and Peak Discharge are referring to master SID stormwater management system.*

Drainage Level of Service Standard - Table 2

<u>Minimum</u> Elevation (NAVD 88)	<u>Drainage Level of Service Development, Roads, and Drainage Facilities</u>
18.23	Local Road Crown
18.23	Parking Lots
19.23	Arterial <u>and Collector</u> Road Crown
19.83	Finished Floors

Source: SFWMD Conceptual Permit 50-0021-S

Policy INF 1.6.5

Adequate drainage facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate ~~water supply~~ drainage facilities



~~exists~~ to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate occupancy or its functional equivalent.

Policy INF 1.6.6 The City shall coordinate with SID to maximize the use of existing drainage facilities.

Policy INF 1.6.7 The anticipated infrastructure for earthwork and stormwater improvements for the short term planning period is shown on INF Map 4.23. The anticipated infrastructure for earthwork and stormwater improvements for the long term planning period is shown on INF Map 4.37.

GROUNDWATER RECHARGE

Objective INF 1.7 Provide adequate and effective protection of water resources, including the surficial aquifer, within the City.

Policy INF 1.7.1 Coordinate with SFWMD to implement applicable regional water resource projects, which may reduce losses of excess stormwater to tide, recharge the surficial aquifer, protect the functions of natural groundwater recharge areas and natural drainage features (to the extent they exist), and provide water to preserve areas for additional surface water storage.

Policy INF 1.7.2 Support the SFWMD 2013 Lower East Coast Regional Water Supply Plan Update and coordinate with SFWMD on its implementation.

Policy INF 1.7.3 Coordinate with SFWMD to develop public information and education programs that promote water conservation.



CHAPTER 5. CONSERVATION ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL CON 1

CONSERVE AND PROTECT NATURAL RESOURCES FOR CURRENT AND FUTURE RESIDENTS.

Objective CON 1.1 Meet state and federal air quality standards and promote the reduction of greenhouse gases.

Policy CON 1.1.1 Require that air quality meet established state ~~and~~ federal standards.

Policy CON 1.1.2 Incentivize developments that incorporate transportation alternatives to the single-occupant vehicle, such as bicycling, walking, mass transit, carpooling, ride-sharing, ~~and~~/or alternatively fueled vehicles.

Objective CON 1.2 Protect native vegetative communities by minimizing invasive plants and animals.

Policy CON 1.2.1 Require removal of invasive vegetation identified by the Florida Exotic Pest Plant Council for all new development.

Policy CON 1.2.2 Coordinate with SID to develop an Exotic Species Management Plan.

Objective CON 1.3 Preserve and protect the quantity and quality of ground and surface waters.

Policy CON 1.3.1 Require that the impacts of development on stormwater runoff and water quality be addressed during the development approval process by requiring development to receive and comply with all applicable state and federal environmental permits.

Policy CON 1.3.2 For all amendments to this Plan, evaluate the presence of wetlands on the parcel of land at issue, and direct land uses on such parcels that are incompatible with the protection and conservation of wetlands and wetland functions away from such wetlands, or require appropriate mitigation to compensate for loss of wetlands. The type, intensity or density, extent, distribution, and location of allowable land uses and the types, values,



functions, sizes, conditions, and locations of wetlands are land use factors that shall be considered when directing incompatible land uses away from wetlands.

- Policy CON 1.3.3** Coordinate with SID during the development order approval process concerning the impacts of development orders on stormwater runoff and water quality to ensure compliance with applicable requirements of SID, ~~and the state,~~ and other governmental entities with jurisdiction.
- Policy CON 1.3.4** Coordinate with SID to protect water resources within the City from activities and land uses that adversely impact water quality and quantity. Protection can include appropriate mitigation and best management practices.
- Policy CON 1.3.5** Comply with Palm Beach County Wellfield Protection Ordinance.
- Policy CON 1.3.6** Require new development and redevelopment to use reuse water for irrigation where it is available (~~INF Map 4.2 shows potable water, wastewater, and reuse water pipelines through the 2023 planning period.~~).
- Policy CON 1.3.7** Ensure development complies with applicable state and federal criteria for the protection of wetlands.
- Policy CON 1.3.8** Ensure development orders are only approved in special flood hazard areas in accordance with established Florida Building Codes and Federal Emergency Management Agency (FEMA) standards.
- Policy CON 1.3.9** Require emergency conservation of water resources in accordance with the SFWMD plans.
- Policy CON 1.3.10** Encourage the use of water-conserving fixtures in all new construction and redevelopment projects consistent with the Florida Building Code.
- Policy CON 1.3.11** Coordinate with SFWMD and SID to provide information resources regarding water conservation.
- Policy CON 1.3.12** Promote water efficient landscapes by coordinating with ~~the~~ SFWMD and Palm Beach County Extension Office of the University of Florida Institute of Food and Agriculture Services (Palm Beach County IFAS Extension) on their Florida Friendly Landscaping programs.



Policy CON 1.3.13 The M Canal serves as a source of public water supply to the City of West Palm Beach. The Plan recognizes the M Canal as an allowed conservation use within the civic and residential Future Land Use Categories. Development is prohibited within the M Canal right of way. Further, development shall be prohibited north of the M Canal right of way and within the 100 feet south of the M Canal right of way. This does not prohibit construction of roads or any development in the M Canal right of way related to the expansion, operation and maintenance of the M Canal. The Land Development Regulations shall address compatibility between the M Canal and any adjacent development. The City will coordinate with SFWMD and SID to encourage drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Policy CON 1.3.14 To the extent the City has jurisdiction, require drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Objective CON 1.4

Maintain and enforce procedures to reduce soil erosion and sedimentation into water bodies.

Policy CON 1.4.1

Require that all grading, filling, excavation, storage and/or disposal of soil and earth materials associated with development activities be undertaken using best management practices so as to reduce the potential for soil erosion and sedimentation in water bodies or drainageways. Erosion control measures will be required for all such activities.

Objective CON 1.5

Conserve and protect native and protected wildlife and their habitat should they exist within the City.

Policy CON 1.5.1

Ensure development complies with applicable state and federal criteria for the protection of endangered and threatened listed species.

Policy CON 1.5.2

Conserve, appropriately use, and protect minerals, soils, and native vegetative communities, including forests and wildlife habitat, from destruction by development activities.

Policy CON 1.5.3

Manage hazardous waste in a manner that protects natural resources, and cooperate with Palm Beach County and ~~Palm Beach County Southern Waste Authority~~ SWA on hazardous waste programs.



Policy CON 1.5.4

Should any unique vegetative communities that cross jurisdictional lines exist within the City, the City will cooperate with such jurisdictions to conserve, appropriately use, or protect such unique vegetative communities.



CHAPTER 6. RECREATION AND OPEN SPACE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL REC 1

PROVIDE RECREATION USES AND OPEN SPACE ACCESSIBLE TO ~~ALL-CITY OF WESTLAKE~~ RESIDENTS OFFERING ACTIVE AND PASSIVE RECREATION OPPORTUNITIES.

Objective REC 1.1

Provide ~~C~~community and ~~n~~Neighborhood ~~p~~Parks in a financially responsible manner. Provide parks based on projected growth and development.

Policy REC 1.1.1

Coordinate with SID to utilize the best available methods and sources of funding for the acquisition, development, operation and maintenance of parks. Currently available methods and sources of funding include but are not limited to the following:

- a) State and federal grants;
- b) Park impact fees on new residential development;
- c) Bonds and other long range financing techniques;
- d) Civic site dedications and/or cash-outs;
- e) Private property donations; and/or
- f) Interlocal and mutual use agreements with other agencies.

Policy REC 1.1.2

Participate in joint park planning and development efforts with Palm Beach County and other adjacent jurisdictions.

Policy REC 1.1.3

Pursue interlocal agreements, where appropriate, with the School Board for joint use and colocation of school recreational facilities.

Policy REC 1.1.4

The LOS standard for community parks shall be 2.5 acres per 1000 of residents. The LOS standard for neighborhood parks shall be 2 acres per 1000 residents. The LOS standard shall be used to plan for the provision of adequate parks. The LOS standard shall not be used as a concurrency standard for the approval of development orders.

Policy REC 1.1.5 Ensure neighborhood parks are provided to serve residential development.



Objective REC 1.2 Promote walkable and bikeable communities by encouraging interconnections between recreational areas and developed areas to meet the needs and interests of City residents.

Policy REC 1.2.1 Maintain ~~a map~~ TE Map 3.7 identifying existing ~~trails~~ sidewalks, bicycle lanes, and shared use paths, and opportunities for new sidewalks, bicycle lanes, and shared use path ~~trail~~ connections that will enhance pedestrian and bicycle opportunities throughout the City.

Policy REC 1.2.2 Provide linkages between residential neighborhoods, recreational uses, open space, and commercial districts within the City.

Policy REC 1.2.3 Use landscaping and signs to visually identify ~~pedestrian and~~ bicycle ~~crossings~~ lane, sidewalk, and shared use path ~~and trail~~ access points.

Objective REC 1.3 Encourage development of open space within the City.

Policy REC 1.3.1 Encourage development of water features throughout the City to provide public benefits through environmental enhancement and stormwater control.

Policy REC 1.3.2 Coordinate with SID to provide for the maintenance, control, and monitoring of SID-owned open space.



CHAPTER 7. HOUSING ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL HE 1

ESTABLISH AND EXECUTE PLANS, POLICIES, AND PROGRAMS TO ADDRESS THE HOUSING NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

Objective HE 1.1

Provide adequate sites for a diversity of housing types and affordability levels to accommodate the current and future housing needs of all City residents.

Policy HE 1.1.1

Designate sufficient land areas for residential development to accommodate the projected population for the short and long range term planning periods.

Policy HE 1.1.2

Establish future land use categories with density ranges that will allow for varied housing types and sizes including:

- a) Single-family and multi-family;
- b) Ownership and rental;
- c) Permanent and seasonal;
- d) Affordable workforce housing as defined in section 380.0651(3)(h) F.S.; and
- e) Affordable housing for very low-income, low-income and moderate-income housing as defined in section 420.0004(3) F.S.

Policy HE 1.1.3

Allow for a range of densities and a variety of housing types that enable residential areas to serve a variety of income levels, thereby avoiding the concentration of affordable housing.

Policy HE 1.1.4

Require adequate infrastructure and public facilities to support future housing, including affordable and workforce housing, housing for low-income, very low-income, and moderate-income families; mobile homes; and group home facilities and foster care facilities.

Policy HE 1.1.5

Allow group home facilities and foster care facilities as required by Florida Statutes.



Policy HE 1.1.6 ~~Allow M~~mobile homes and manufactured homes ~~shall be allowed~~ as required by Florida Statutes.

Objective HE 1.2 Support the development and maintenance of affordable and workforce housing, and stable neighborhoods.

Policy HE 1.2.1 Allow for and support commercial and light industrial development, which will provide employment opportunities within the City to enable the purchase or rent of affordable housing.

Policy HE 1.2.2 Allow alternatives to traditional housing such as accessory dwelling units, ~~caretaker quarters~~, and assisted living facilities.

Policy HE 1.2.3 Establish streamlined permitting procedures and reduce application fees for workforce and affordable housing to minimize regulatory costs and delays associated with the development of housing.

Policy HE 1.2.4 Coordinate strategies to fund and develop affordable and workforce housing initiatives with local, regional, and state non-profit and public organizations by implementing one or more of the following:

- a) Development contributions;~~i~~
- b) State Housing Initiatives Partnership (SHIP) funds;~~i~~
- c) Grants;~~i~~
- d) Job creation and job training programs;~~i~~
- e) Community Development Block Grant (CDBG) funds;~~i~~
- f) Community Contribution Tax Credit Program;~~i~~
- g) HUD Home Investments Partnership Program (HOME);~~i~~
- h) An inter-local agreement with Palm Beach County;~~i~~ and
- i) Partnerships with non-profit organizations.

Policy HE 1.2.5 The Future Land Use Element shall establish a density bonus to encourage the development of workforce, affordable, and senior housing units.

Policy HE 1.2.6 Coordinate with local, regional, and state public and non-profit organizations to address housing for special needs populations taking into consideration:

- a) Foster care;~~i~~
- b) Displaced persons (Section 421.55 F.S.);~~i~~
- c) Mental health care;~~i~~



- d) Physical disability care;
- e) Replacement housing; and
- f) Senior assistance.

Policy HE 1.2.7 Support the long-term stability of neighborhoods by providing and maintaining adequate facilities and services, and through code enforcement.

Policy HE 1.2.8 In the event of future economic downturns, the City will coordinate with local, regional, state, and federal agencies to minimize foreclosures and/or the abandonment of otherwise stable housing including available federal or state grant programs.

Policy HE 1.2.9 Provide information resources and consider creating programs to assist applicants applying for housing assistance with local, regional, state, and federal programs, including but not limited to the following Florida Housing Finance Corporation programs:

- a) First Time Homebuyer Program;
- b) Predevelopment Loan Program, including the identification of potential sites to encourage development;
- c) Low Income Housing Tax Credits;
- d) State Apartment Incentive Loan (SAIL) Program; and
- e) Multifamily Mortgage Revenue Bond Program.

Policy HE 1.2.10 Coordinate with Palm Beach County to provide opportunities for workforce housing and affordable housing within the City, and participate in task forces or workshops to develop appropriate strategies and/or initiatives.

Objective HE 1.3 Require housing to be constructed to applicable building code standards, and encourage housing to be energy efficient and use renewable energy resources.

Policy HE 1.3.1 Encourage residential construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative’s Green Globes rating system, the Florida Green Building Coalition standards, or other state or nationally recognized, high-performance green building rating system.



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- Policy HE 1.3.2** Provide information resources on home energy reduction strategies and energy saving measures available through other governmental or private sector programs.
- Policy HE 1.3.3** Allow the appropriate placement of accessory solar facilities.
- Policy HE 1.3.4** All housing shall comply with applicable building codes.



CHAPTER 8. CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES, & POLICIES

GOAL CIE 1

ENSURE THE TIMELY AND EFFICIENT PROVISION OF ADEQUATE PUBLIC FACILITIES FOR EXISTING AND FUTURE ~~POPULATIONS~~RESIDENTS.

Objective CIE 1.1

Plan for adequate public facilities including transportation, potable water, wastewater, reuse water, drainage, and recreation, in coordination with SID, to serve existing and future populations.

Policy CIE 1.1.1

Adopt and maintain a 5-Year Schedule of Capital Improvements, set forth below in Table 8.1, which will be reviewed and updated on an annual basis. Capital improvements shall be included in the 5-Year Schedule of Capital Improvements based on the criteria below. Projects necessary to ensure the achievement and maintenance of adopted level of service (LOS) standards shall be prioritized for funding based on these following criteria-:

- a) The elimination of public health and safety hazards;
- b) The correction of capacity deficiencies in order to achieve the adopted level of serviceLOS standards;
- c) The need for capital improvements to accommodate new or approved projects or additional growth in order to achieve and maintain the adopted level of serviceLOS standards.
- d) The extent to which costs associated with the capital improvement can be funded from existing revenues;
- e) The extent to which the capital improvement will meet the Goals, Objectives and Policies of the is Plan;
- f) The extent to which the capital improvement will generate revenues or otherwise produce positive benefits for the City;
- g) Financial feasibility;
- h) Consideration of the plans of local, county and state agencies providing public facilities; and
- i) The need for the renewal of and replacement of existing public facilities.



- Policy CIE 1.1.2** ~~Execute an~~ Implement the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”) ~~interlocal agreement with SID~~ to 1) provide for coordination regarding the entity responsible for funding and constructing required capital improvement projects identified in the 5-Year Schedule of Capital Improvements and 2) ~~require coordinate with~~ SID to ensure ~~–funding~~ and construction ~~all~~ of the public facilities enumerated 5-Year Schedule of Capital Improvements where ~~it~~ SID is responsible for providing those facilities.
- Policy CIE 1.1.3** ~~Evaluate, on an annual basis, the plan to adequately provide facilities and services for the future land uses on the Future Land Use Map (FLU Map 2.1).~~
- Policy CIE 1.1.34** Coordinate with SID and other local governments on funding sources for capital improvement projects. A variety of funding sources may be used to provide capital improvements. These may include developer assessments or contributions, ad valorem taxes, general revenues, other assessments, tax increment funds, grants, and private funds.
- Policy CIE 1.1.54** In coordination with SID, pursue state and federal grant opportunities to fund projects in the 5-Year Schedule of Capital Improvements. The City shall provide a status report regarding any grants that have been applied for or received for projects within the Capital Improvement Element.
- Policy CIE 1.1.65** ~~As fiscal years progress, a~~ A new fifth year will be added to the 5-Year Schedule of Capital Improvements ~~annually schedule~~.
- Policy CIE 1.1.67** Include in its annual update of its 5-Year Schedule of Capital Improvements any necessary improvement or projects identified in the City’s ten-year Water Supply Facility Work Plan.
- Policy CIE 1.1.78** Include in its annual update of its 5-Year Schedule of Capital Improvements any transportation improvements adopted in the MPO-Palm Beach County Transportation Planning Agency (Palm Beach TPA) Transportation Improvement Program adopted pursuant to s. 339.175(8) F.S. ~~that are relied upon to ensure concurrency and financial feasibility.~~
- Policy CIE 1.1.89** Review and update, on an annual basis, the Capital Improvements Element of the Plan. This review shall also ensure consistency between the Future Land Use, Transportation, Infrastructure, Element and ~~the~~ Capital Improvements Elements.



Objective CIE 1.2

Achieve and maintain adopted level of serviceLOS standards.

Policy CIE 1.2.1

Utilize level of serviceLOS standards identified in the Plan as set forth in Table 8.2 to evaluate public facilities'y's needs.



Table 8.2: Level of Service Standards

Service	Level of Service Standard												
Transportation	Arterials - D Minor Arterial - D Collector - D Local - D												
Potable Water	<ul style="list-style-type: none"> • 110 gallons per capita per day (residential) • 150 gallons of wastewater per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and ○ parks shall have a level of service standard of 10 gpd per visitor 												
Wastewater	<ul style="list-style-type: none"> • 100 gallons of wastewater per capita per day (residential) • 150 gallons of wastewater per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and ○ parks have a level of service standard of 10 gpd per visitor 												
Solid Waste	7.02 lbs. per capita per day												
Stormwater (drainage)	<p>Stormwater treatment standards shall be consistent with the applicable requirements included in Chapter 62, F.A.C.</p> <p><u>Drainage Level of Service Standards - Table 1:</u></p> <table border="1" data-bbox="678 1255 1409 1812"> <thead> <tr> <th data-bbox="678 1255 919 1465">Storm Event</th> <th data-bbox="919 1255 1159 1465">Intensity of Rainfall (in.)</th> <th data-bbox="1159 1255 1409 1465"><u>Development, Roads, and Drainage Facilities Drainage Level of Service</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="678 1465 919 1556">10 year-1 day</td> <td data-bbox="919 1465 1159 1556">7.4</td> <td data-bbox="1159 1465 1409 1556">Local Roads and Parking Lots</td> </tr> <tr> <td data-bbox="678 1556 919 1711">25 year-3 day</td> <td data-bbox="919 1556 1159 1711">12</td> <td data-bbox="1159 1556 1409 1711">Arterial Roads, Collector Roads, Perimeter Berm and Peak Discharge</td> </tr> <tr> <td data-bbox="678 1711 919 1812">100 year-3 day, zero discharge</td> <td data-bbox="919 1711 1159 1812">14</td> <td data-bbox="1159 1711 1409 1812">Finished Floors</td> </tr> </tbody> </table>	Storm Event	Intensity of Rainfall (in.)	<u>Development, Roads, and Drainage Facilities Drainage Level of Service</u>	10 year-1 day	7.4	Local Roads and Parking Lots	25 year-3 day	12	Arterial Roads, Collector Roads , Perimeter Berm and Peak Discharge	100 year-3 day, zero discharge	14	Finished Floors
Storm Event	Intensity of Rainfall (in.)	<u>Development, Roads, and Drainage Facilities Drainage Level of Service</u>											
10 year-1 day	7.4	Local Roads and Parking Lots											
25 year-3 day	12	Arterial Roads, Collector Roads , Perimeter Berm and Peak Discharge											
100 year-3 day, zero discharge	14	Finished Floors											



Service	Level of Service Standard	
	<u>Minimum Elevation (NAVD 88)</u>	<u>Drainage Level of Service Development, Roads, and Drainage Facilities</u>
	18.23	Local Road Crown
	18.23	Parking Lots
	19.23	Arterial <u>and Collector</u> Road Crown
	19.83	Finished Floors

Policy CIE 1.2.2 The ~~City's~~ Land Development Regulations shall provide ~~provisions~~ for the timely completion and maintenance of the capital improvements required by the Plan.

Policy CIE 1.2.3 Amend the Plan and Land Development Regulations as needed to maintain consistency between accepted methods of measuring the Level of Service LOS on SIS or County thoroughfare roads and the most current methods adopted by the FDOT or County, respectively.

Objective CIE 1.3 Demonstrate the City's ability to provide the needed improvements identified in this Plan and to manage the land development process so that public facility needs created by development orders do not exceed the ability of the City to fund or require these improvements facilities.

Policy CIE 1.3.1 In coordination with SID, ensure that new development bears a proportionate cost for public facility improvements by utilizing a variety of mechanisms to assess and collect impact fees, mobility fees, dedications and/or contributions from private development.

Policy CIE 1.3.2 Maintain and improve, as part of the Land Development Regulations, a concurrency management system for wastewater, solid waste, drainage, and potable water. The concurrency management system shall require that:

- a) A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary public facilities and services are in place and available to serve the new development; or
- b) At the time the development order or permit is issued, the necessary facilities, services are guaranteed in an enforceable development



agreement, pursuant to Section 163.3220-3243, Florida Statutes, to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy or its functional equivalent; or

- c) At the time of the issuance of a certificate of occupancy or its functional equivalent the necessary facilities, services and supply shall be in place and available to serve the new development.

Policy CIE 1.3.3

Develop and implement a mobility system, which may include mobility fees, proportionate share contributions, impact fees, concurrency or other techniques to ensure that ~~public traffic transportation~~ facilities are available within the City to meet established ~~levels of service~~ LOS standards for all new development. Coordinate with SID as to how ~~these~~ revenue sources may be assessed, collected, shared, applied, and spent.

Policy CIE 1.3.4

Require developers to provide public facilities such as drainage, roads, water and wastewater lines, ~~and~~ that are not otherwise being provided by SID. These facilities shall be designed and constructed according to City and SID standards.

Policy CIE 1.3.5

In coordination with SID, periodically evaluate the fees, assessments, and exactions necessary to balance the capital improvements needs and available revenue sources.



Table 8.1: City Capital 5-Year Schedule of Capital Improvements Schedule, Fiscal Years 2018-19 – 2022-23

For the 5-Year Capital Improvements Schedule below:

- Road costs include costs of landscaping and the construction of bicycle lanes, sidewalks, and shared use paths.
- This table should be read in conjunction with the 5-Year Capital Improvement Schedule Construction Map for Road Segments, Stormwater Drainage Features, and Park.

PROJECT	FISCAL YEAR 2017-18	FISCAL YEAR 2018-19	FISCAL YEAR 2019-20	FISCAL YEAR 2020-21	FISCAL YEAR 2021-22	FISCAL YEAR 2022-23
Potable Water						
Extend water lines	ADD \$	\$600,000*	\$600,000*	\$600,000*	\$600,000*	\$600,000*
Water interconnections with Palm Beach County lines.	\$100,000	\$100,000				
Wastewater						
Extend wastewater lines	\$600,000*	\$600,000*	\$600,000*	\$600,000*	\$600,000*	\$600,000*
Install new lift stations	\$200,000*	\$200,000*	\$400,000*	\$400,000*	\$200,000*	\$200,000*
Install reuse lines	\$100,000*	\$100,000*	\$100,000*	\$100,000*	\$100,000*	\$100,000*
Wastewater interconnections with Palm Beach County lines.				\$50,000	\$50,000	\$50,000
Drainage						
Construct Phase 1 of stormwater management system	\$500,000*	\$500,000*	\$500,000*	\$500,000*	\$500,000*	\$500,000*
Transportation						
Construct 2 lane undivided collector	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*
Construct 2 lane divided collector	\$1,500,000*	\$1,500,000*	\$2,000,000*	\$2,000,000*	\$1,000,000*	\$1,000,000*
TOTAL						
	\$4,000,000	\$4,000,000	\$5,200,000	\$5,250,000	\$4,050,000	\$4,050,000

*Partially funded through developer contributions





5-Year Capital Improvements Schedule: Summary of Total Project Costs By Year									
<u>Project Description</u>	<u>Priority</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>Total Funding Amount</u>	<u>Funding Source*</u>
<u>Town Center Parkway Phase 1A (TCP-E2)</u>	<u>High</u>	<u>\$1,808,668.19</u>	-	-	-	-	-	<u>\$1,808,668.19</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway Phase 2 (TCP-E3)</u>	<u>High</u>	<u>\$1,598,871.00</u>	-	-	-	-	-	<u>\$1,598,871.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway South (TCP-E1)</u>	<u>High</u>	<u>\$1,515,919.33</u>	-	-	-	-	-	<u>\$1,515,919.33</u>	<u>Developer / Bonds</u>
<u>CS-E1</u>	<u>High</u>	-	<u>\$744,996.14</u>	-	-	-	-	<u>\$744,996.14</u>	<u>Developer / Bonds</u>
<u>Kingfisher (CS-E5)</u>	<u>High</u>	-	<u>\$757,641.03</u>	-	-	-	-	<u>\$757,641.03</u>	<u>Developer / Bonds</u>
<u>CS-E4</u>	<u>High</u>	-	<u>\$762,430.31</u>	-	-	-	-	<u>\$762,430.31</u>	<u>Developer / Bonds</u>
<u>Persimmon Phase 2 (PSM - E1a)</u>	<u>High</u>	-	-	<u>\$1,671,350.56</u>	-	-	-	<u>\$1,671,350.56</u>	<u>Developer / Bonds</u>
<u>Saddle Bay Drive</u>	<u>High</u>	-	-	<u>\$710,000.00</u>	-	-	-	<u>\$710,000.00</u>	<u>Developer / Bonds</u>
<u>CS-E2</u>	<u>High</u>	-	-	<u>\$1,190,314.74</u>	-	-	-	<u>\$1,190,314.74</u>	<u>Developer / Bonds</u>
<u>CS-P</u>	<u>High</u>	-	-	-	<u>\$3,901,962.45</u>	-	-	<u>\$3,901,962.45</u>	<u>Developer / Bonds</u>
<u>Persimmon West (CS-W2)</u>	<u>High</u>	-	-	-	-	<u>\$1,277,449.85</u>	-	<u>\$1,277,449.85</u>	<u>Developer / Bonds</u>
<u>Community Park</u>	<u>High</u>	-	<u>\$200,000.00</u>	<u>\$3,300,000.00</u>	-	-	-	<u>\$3,500,000.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway (E-4, E-5)</u>	<u>High</u>	-	-	-	-	-	<u>\$3,175,573.38</u>	<u>\$3,175,573.38</u>	<u>Developer / Bonds</u>
<u>TOTAL</u>		<u>\$4,923,458.52</u>	<u>\$2,465,067.48</u>	<u>\$6,871,665.30</u>	<u>\$3,901,962.45</u>	<u>\$1,277,449.85</u>	<u>\$3,175,573.38</u>	<u>\$22,615,176.98</u>	<u>Developer / Bonds</u>



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5-Year Capital Improvements Schedule: Potable Water Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
<u>Town Center Parkway Phase 1A (TCP-E2)</u>	<u>High</u>	<u>\$135,781.00</u>	-	-	-	-	-	<u>\$135,781.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway Phase 2 (TCP-E3)</u>	<u>High</u>	<u>\$130,149.26</u>	-	-	-	-	-	<u>\$130,149.26</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway South (TCP-E1)</u>	<u>High</u>	<u>\$111,501.21</u>	-	-	-	-	-	<u>\$111,501.21</u>	<u>Developer / Bonds</u>
<u>CS-E1</u>	<u>High</u>	-	<u>\$108,160.00</u>	-	-	-	-	<u>\$108,160.00</u>	<u>Developer / Bonds</u>
<u>Kingfisher (CS-E5)</u>	<u>High</u>	-	<u>\$92,404.19</u>	-	-	-	-	<u>\$92,404.19</u>	<u>Developer / Bonds</u>
<u>CS-E4</u>	<u>High</u>	-	<u>\$91,127.20</u>	-	-	-	-	<u>\$91,127.20</u>	<u>Developer / Bonds</u>
<u>Persimmon Phase 2 (PSM - E1a)</u>	<u>High</u>	-	-	<u>\$125,317.80</u>	-	-	-	<u>\$125,317.80</u>	<u>Developer / Bonds</u>
<u>Saddle Bay Drive</u>	<u>High</u>	-	-	<u>\$91,000.00</u>	-	-	-	<u>\$91,000.00</u>	<u>Developer / Bonds</u>
<u>CS-E2</u>	<u>High</u>	-	-	<u>\$162,009.25</u>	-	-	-	<u>\$162,009.25</u>	<u>Developer / Bonds</u>
<u>CS-P</u>	<u>High</u>	-	-	-	<u>\$524,899.15</u>	-	-	<u>\$524,899.15</u>	<u>Developer / Bonds</u>
<u>Persimmon West (CS-W2)</u>	<u>High</u>	-	-	-	-	<u>\$191,214.00</u>	-	<u>\$191,214.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway (E-4, E-5)</u>	<u>High</u>	-	-	-	-	-	<u>\$238,758.84</u>	<u>\$238,758.84</u>	<u>Developer / Bonds</u>



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5-Year Capital Improvements Schedule: Wastewater Component									
<u>Project Description</u>	<u>Priority</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>Total Funding Amount</u>	<u>Funding Source*</u>
<u>Town Center Parkway Phase 1A (TCP-E2)</u>	<u>High</u>	<u>\$95,925.00</u>	-	-	-	-	-	<u>\$95,925.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway Phase 2 (TCP-E3)</u>	<u>High</u>	<u>\$91,954.48</u>	-	-	-	-	-	<u>\$91,954.48</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway South (TCP-E1)</u>	<u>High</u>	<u>\$75,778.66</u>	-	-	-	-	-	<u>\$75,778.66</u>	<u>Developer / Bonds</u>
<u>CS-E1</u>	<u>High</u>	-	<u>\$41,344.00</u>	-	-	-	-	<u>\$41,344.00</u>	<u>Developer / Bonds</u>
<u>Kingfisher (CS-E5)</u>	<u>High</u>	-	<u>\$0.00</u>	-	-	-	-	<u>\$0.00</u>	<u>Developer / Bonds</u>
<u>CS-E4</u>	<u>High</u>	-	<u>\$64,943.67</u>	-	-	-	-	<u>\$64,943.67</u>	<u>Developer / Bonds</u>
<u>Persimmon Phase 2 (PSM - E1a)</u>	<u>High</u>	-	-	<u>\$65,242.04</u>	-	-	-	<u>\$65,242.04</u>	<u>Developer / Bonds</u>
<u>Saddle Bay Drive</u>	<u>High</u>	-	-	<u>\$64,500.00</u>	-	-	-	<u>\$64,500.00</u>	<u>Developer / Bonds</u>
<u>CS-E2</u>	<u>High</u>	-	-	<u>\$136,582.53</u>	-	-	-	<u>\$136,582.53</u>	<u>Developer / Bonds</u>
<u>CS-P</u>	<u>High</u>	-	-	-	<u>\$370,824.00</u>	-	-	<u>\$370,824.00</u>	<u>Developer / Bonds</u>
<u>Persimmon West (CS-W2)</u>	<u>High</u>	-	-	-	-	<u>\$0.00</u>	-	<u>\$0.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway (E-4, E-5)</u>	<u>High</u>	-	-	-	-	-	<u>\$157,508.38</u>	<u>\$157,508.38</u>	<u>Developer / Bonds</u>



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5-Year Capital Improvements Schedule: Stormwater/Drainage Component									
<u>Project Description</u>	<u>Priority</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>Total Funding Amount</u>	<u>Funding Source*</u>
<u>Town Center Parkway Phase 1A (TCP-E2)</u>	<u>High</u>	<u>\$240,003.00</u>	-	-	-	-	-	<u>\$240,003.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway Phase 2 (TCP-E3)</u>	<u>High</u>	<u>\$230,077.24</u>	-	-	-	-	-	<u>\$230,077.24</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway South (TCP-E1)</u>	<u>High</u>	<u>\$189,612.33</u>	-	-	-	-	-	<u>\$189,612.33</u>	<u>Developer / Bonds</u>
<u>CS-E1</u>	<u>High</u>	-	<u>\$183,930.00</u>	-	-	-	-	<u>\$183,930.00</u>	<u>Developer / Bonds</u>
<u>Kingfisher (CS-E5)</u>	<u>High</u>	-	<u>\$207,910.00</u>	-	-	-	-	<u>\$207,910.00</u>	<u>Developer / Bonds</u>
<u>CS-E4</u>	<u>High</u>	-	<u>\$162,508.46</u>	-	-	-	-	<u>\$162,508.46</u>	<u>Developer / Bonds</u>
<u>Persimmon Phase 2 (PSM - E1a)</u>	<u>High</u>	-	-	<u>\$213,108.01</u>	-	-	-	<u>\$213,108.01</u>	<u>Developer / Bonds</u>
<u>Saddle Bay Drive</u>	<u>High</u>	-	-	<u>\$155,000.00</u>	-	-	-	<u>\$155,000.00</u>	<u>Developer / Bonds</u>
<u>CS-E2</u>	<u>High</u>	-	-	<u>\$275,503.30</u>	-	-	-	<u>\$275,503.30</u>	<u>Developer / Bonds</u>
<u>CS-P</u>	<u>High</u>	-	-	-	<u>\$927,914.20</u>	-	-	<u>\$927,914.20</u>	<u>Developer / Bonds</u>
<u>Persimmon West (CS-W2)</u>	<u>High</u>	-	-	-	-	<u>\$325,167.29</u>	-	<u>\$325,167.29</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway (E-4, E-5)</u>	<u>High</u>	-	-	-	-	-	<u>\$394,115.30</u>	<u>\$394,115.30</u>	<u>Developer / Bonds</u>



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5-Year Capital Improvements Schedule: Road Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
<u>Town Center Parkway Phase 1A (TCP-E2)</u>	<u>High</u>	<u>\$938,202.19</u>	-	-	-	-	-	<u>\$938,202.19</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway Phase 2 (TCP-E3)</u>	<u>High</u>	<u>\$713,617.60</u>	-	-	-	-	-	<u>\$713,617.60</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway South (TCP-E1)</u>	<u>High</u>	<u>\$780,998.55</u>	-	-	-	-	-	<u>\$780,998.55</u>	<u>Developer / Bonds</u>
<u>CS-E1</u>	<u>High</u>	-	<u>\$296,071.37</u>	-	-	-	-	<u>\$296,071.37</u>	<u>Developer / Bonds</u>
<u>Kingfisher (CS-E5)</u>	<u>High</u>	-	<u>\$328,868.46</u>	-	-	-	-	<u>\$328,868.46</u>	<u>Developer / Bonds</u>
<u>CS-E4</u>	<u>High</u>	-	<u>\$325,550.97</u>	-	-	-	-	<u>\$325,550.97</u>	<u>Developer / Bonds</u>
<u>Persimmon Phase 2 (PSM - E1a)</u>	<u>High</u>	-	-	<u>\$1,020,717.00</u>	-	-	-	<u>\$1,020,717.00</u>	<u>Developer / Bonds</u>
<u>Saddle Bay Drive</u>	<u>High</u>	-	-	<u>\$282,600.00</u>	-	-	-	<u>\$282,600.00</u>	<u>Developer / Bonds</u>
<u>CS-E2</u>	<u>High</u>	-	-	<u>\$444,599.64</u>	-	-	-	<u>\$444,599.64</u>	<u>Developer / Bonds</u>
<u>CS-P</u>	<u>High</u>	-	-	-	<u>\$1,328,556.50</u>	-	-	<u>\$1,328,556.50</u>	<u>Developer / Bonds</u>
<u>Persimmon West (CS-W2)</u>	<u>High</u>	-	-	-	-	<u>\$392,522.79</u>	-	<u>\$392,522.79</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway (E-4, E-5)</u>	<u>High</u>	-	-	-	-	-	<u>\$1,641,291.44</u>	<u>\$1,641,291.44</u>	<u>Developer / Bonds</u>



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5-Year Capital Improvements Schedule: Reuse Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
<u>Town Center Parkway Phase 1A (TCP-E2)</u>	<u>High</u>	<u>\$98,757.00</u>	-	-	-	-	-	<u>\$98,757.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway Phase 2 (TCP-E3)</u>	<u>High</u>	<u>\$192,727.42</u>	-	-	-	-	-	<u>\$192,727.42</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway South (TCP-E1)</u>	<u>High</u>	<u>\$158,831.42</u>	-	-	-	-	-	<u>\$158,831.42</u>	<u>Developer / Bonds</u>
<u>CS-E1</u>	<u>High</u>	-	<u>\$58,797.61</u>	-	-	-	-	<u>\$58,797.61</u>	<u>Developer / Bonds</u>
<u>Kingfisher (CS-E5)</u>	<u>High</u>	-	<u>\$66,463.18</u>	-	-	-	-	<u>\$66,463.18</u>	<u>Developer / Bonds</u>
<u>CS-E4</u>	<u>High</u>	-	<u>\$66,861.01</u>	-	-	-	-	<u>\$66,861.01</u>	<u>Developer / Bonds</u>
<u>Persimmon Phase 2 (PSM - E1a)</u>	<u>High</u>	-	-	<u>\$178,512.90</u>	-	-	-	<u>\$178,512.90</u>	<u>Developer / Bonds</u>
<u>Saddle Bay Drive</u>	<u>High</u>	-	-	<u>\$65,900.00</u>	-	-	-	<u>\$65,900.00</u>	<u>Developer / Bonds</u>
<u>CS-E2</u>	<u>High</u>	-	-	<u>\$88,070.89</u>	-	-	-	<u>\$88,070.89</u>	<u>Developer / Bonds</u>
<u>CS-P</u>	<u>High</u>	-	-	-	<u>\$381,722.60</u>	-	-	<u>\$381,722.60</u>	<u>Developer / Bonds</u>
<u>Persimmon West (CS-W2)</u>	<u>High</u>	-	-	-	-	<u>\$161,203.77</u>	-	<u>\$161,203.77</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway (E-4, E-5)</u>	<u>High</u>	-	-	-	-	-	<u>\$330,136.20</u>	<u>\$330,136.20</u>	<u>Developer / Bonds</u>



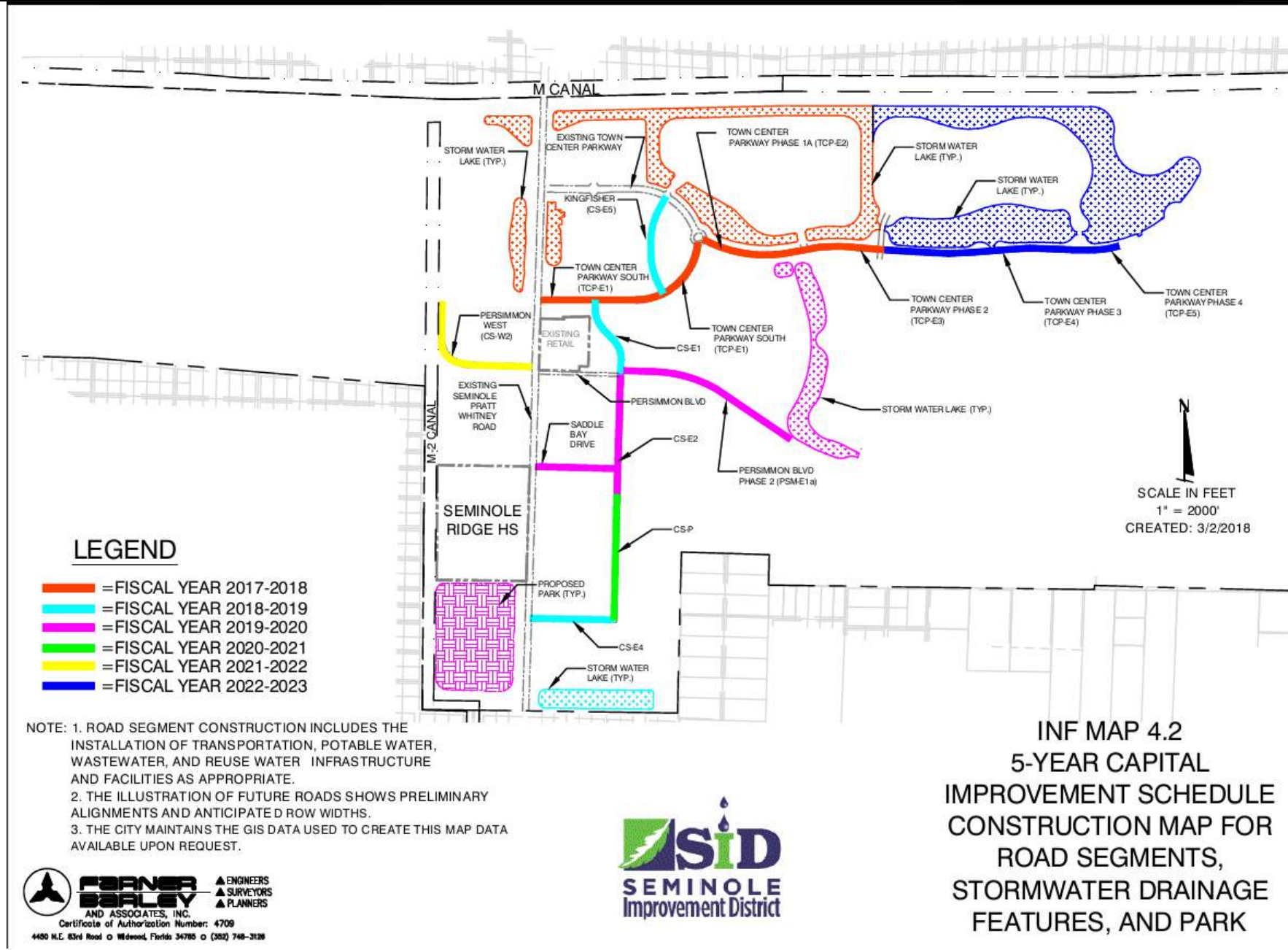
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5-Year Capital Improvements Schedule: Design and Permitting									
<u>Project Description</u>	<u>Priority</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>Total Funding Amount</u>	<u>Funding Source*</u>
<u>Town Center Parkway Phase 1A (TCP-E2)</u>	<u>High</u>	<u>\$300,000.00</u>	-	-	-	-	-	<u>\$300,000.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway Phase 2 (TCP-E3)</u>	<u>High</u>	<u>\$240,345.00</u>	-	-	-	-	-	<u>\$240,345.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway South (TCP-E1)</u>	<u>High</u>	<u>\$199,197.16</u>	-	-	-	-	-	<u>\$199,197.16</u>	<u>Developer / Bonds</u>
<u>CS-E1</u>	<u>High</u>	-	<u>\$56,693.16</u>	-	-	-	-	<u>\$56,693.16</u>	<u>Developer / Bonds</u>
<u>Kingfisher (CS-E5)</u>	<u>High</u>	-	<u>\$61,995.20</u>	-	-	-	-	<u>\$61,995.20</u>	<u>Developer / Bonds</u>
<u>CS-E4</u>	<u>High</u>	-	<u>\$51,439.00</u>	-	-	-	-	<u>\$51,439.00</u>	<u>Developer / Bonds</u>
<u>Persimmon Phase 2 (PSM - E1a)</u>	<u>High</u>	-	-	<u>\$68,452.81</u>	-	-	-	<u>\$68,452.81</u>	<u>Developer / Bonds</u>
<u>Saddle Bay Drive</u>	<u>High</u>	-	-	<u>\$51,000.00</u>	-	-	-	<u>\$51,000.00</u>	<u>Developer / Bonds</u>
<u>CS-E2</u>	<u>High</u>	-	-	<u>\$83,549.13</u>	-	-	-	<u>\$83,549.13</u>	<u>Developer / Bonds</u>
<u>CS-P</u>	<u>High</u>	-	-	-	<u>\$368,046.00</u>	-	-	<u>\$368,046.00</u>	<u>Developer / Bonds</u>
<u>Persimmon West (CS-W2)</u>	<u>High</u>	-	-	-	-	<u>\$207,342.00</u>	-	<u>\$207,342.00</u>	<u>Developer / Bonds</u>
<u>Town Center Parkway (E-4, E-5)</u>	<u>High</u>	-	-	-	-	-	<u>\$413,763.22</u>	<u>\$413,763.22</u>	<u>Developer / Bonds</u>
<u>Community Park</u>	<u>High</u>	-	<u>\$200,000</u>	-	-	-	-	<u>\$200,000</u>	<u>Developer / Bonds</u>



5-Year Capital Improvements Schedule: Community Park									
<u>Project Description</u>	<u>Priority</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>Total Funding Amount</u>	<u>Funding Source*</u>
Community Park	-	-	-	\$3,300,000.00	-	-	-	\$3,300,000.00	Developer / Bonds

*SID will provide infrastructure through financing, special assessments, or developer contributions; which may include developer constructing the improvements and turning the same over to SID or the City, as appropriate





CHAPTER 9. INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES, & POLICIES

GOAL ICE 1

PROVIDE EFFECTIVE INTERGOVERNMENTAL COORDINATION.

Objective ICE 1.1

Coordinate with Palm Beach County, adjacent municipalities, special districts, and other regional and local agencies as necessary and appropriate.

Policy ICE 1.1.1

Consider the Treasure Coast Regional Planning Council (TCRPC) Regional Policy Plan, the Palm Beach County Comprehensive Plan, the comprehensive plans of adjacent local governments, and ~~applicable regional water supply plans~~ the South Florida Water Management District’s 2013 Lower East Coast Water Supply Plan Update in developing and amending the Plan.

Policy ICE 1.1.2

Consider the particular effects of the Plan, when adopted, on the development of adjacent municipalities, Palm Beach County, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require, during amendments to the Plan.

Policy ICE 1.1.3

Participate in the ~~Treasure Coast Regional Planning Council~~ TCRPC’s dispute resolution process to bring intergovernmental disputes to closure in a timely manner.

Policy ICE 1.1.4

Participate in the Intergovernmental Plan Amendment Review Committee (IPARC) in order to ensure communication and coordination with other ~~municipalities-governmental entities~~ on comprehensive planning issues.

Policy ICE 1.1.5

The City Council, at a public hearing, shall evaluate whether joint planning areas are appropriate to address annexation, municipal incorporation, joint infrastructure, and other possible joint planning issues that may arise from time to time. At the public hearing, the City Council’s evaluation will consider the cost efficiency and effectiveness of joint planning areas for those issues. The City will enter into joint planning agreements to address planning for municipal service needs as necessary.



Policy ICE 1.1.6 Implement annexation review procedures for evaluating the consistency of proposed municipal annexations with Chapter 171, Florida Statutes. The annexation review procedures shall address the following:

- a) Inter-agency coordination;
- b) Impact on service delivery;
- c) Consistency with Chapter 171, Florida Statutes;
- d) Interlocal agreements for service delivery;
- e) Consistency of future land use designations;
- f) Facilitation/mediation of interjurisdictional conflicts resulting from annexation.

Policy ICE 1.1.7 Coordinate with federal, state, and local governments and agencies regarding storm preparedness and emergency management for safe and timely evacuation and appropriate sheltering.

Policy ICE 1.1.8 The City Council, at a public hearing, and upon the advice of the City Manager and City Attorney, shall evaluate and consider entering into interlocal agreements to address any of the subject matter otherwise addressed in this Element.

Policy ICE 1.1.9 Within one year after the initial adoption of the Plan, establish (or join) an interlocal or other formal coordination mechanism that addresses the impacts of development proposed in the Plan upon development in adjacent municipalities and Palm Beach County and establishment of level of service standards for any public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities within the City. Coordination mechanisms with regard to level of service standards on collector and arterial roadways shall be consistent with the Palm Beach County Charter and Palm Beach County Traffic Performance Standards Ordinance, Article 12 ULDC.

Policy ICE 1.1.10 Coordinate with the City of West Palm Beach regarding protection of the City of West Palm Beach Water Catchment Area.

Objective ICE 1.2 Coordinate with the School Board of Palm Beach County, SID, and other units of local government providing services but not having regulatory authority over the use of land regarding adequate public school facilities, school sites, and population projections.



Policy ICE 1.2.1

Share data and analysis regarding the City’s population projections with the School Board and other units of local government on an annual basis. Monitor population projections prepared by the School Board, SID, and other units of local government to determine consistencies and differences with the City’s population projections and work with these entities on population projections.

Policy ICE 1.2.2

Participate in the ~~Interlocal Agreement for Coordinated Planning~~Comprehensive Palm Amendment Coordinated Review Interlocal Agreement dated October, 1993 in effect at the time of adoption of this Comprehensive Plan, and the Multi-Jurisdictional Issues Coordination Forum Interlocal Agreement dated October, 1993 in effect at the time of the adoption of this Comprehensive Plan to ensure adequate school facilities are available to meet the needs of the City’s ~~population~~residents.

Objective ICE 1.3

Coordinate with units of government providing services but not having regulatory authority over the use of land within the City.

Policy ICE 1.3.1

Coordinate with Federal, State, and County authorities to ensure that the City receives a proportionate share of revenue allocations, facilities, and service improvements.

Policy ICE 1.3.2

The following joint processes for collaborative planning and decision making on the location and extension of public facilities subject to concurrency and/or the siting of facilities with countywide significance shall be implemented:

- a) Implement the Interlocal Agreement ~~between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”)~~with SID.
- b) ~~Recognize and comply with the provisions of the Palm Beach County Traffic Performance Standards Ordinance, Article 12 ULDC, as they apply. Comply with Palm Beach County’s Transportation Performance Standards as they apply within the City.~~
- c) Coordinate with the Palm Beach ~~County MPOT~~Transportation Planning Agency (TPA) concerning the siting of facilities in Palm Beach ~~County MPOT~~TPA 2040 Long Range Transportation Plan ~~adopted October 16, 2014 within the City boundaries.~~



- d) Coordinate with Palm Beach County concerning the siting of facilities in the Palm Beach County 5-Year Road Plan ~~within the City boundaries.~~
- e) Collaborate with other local governments concerning the siting of facilities of countywide significance, including locally unwanted land uses whose nature and identity have been established in an Agreement.

Policy ICE 1.3.3

Coordinate with the South Florida Water Management District and Palm Beach County on the implementation of the ~~Regional 2013 Lower East Coast Water Supply Plan Update, as amended.~~

Policy ICE 1.3.4

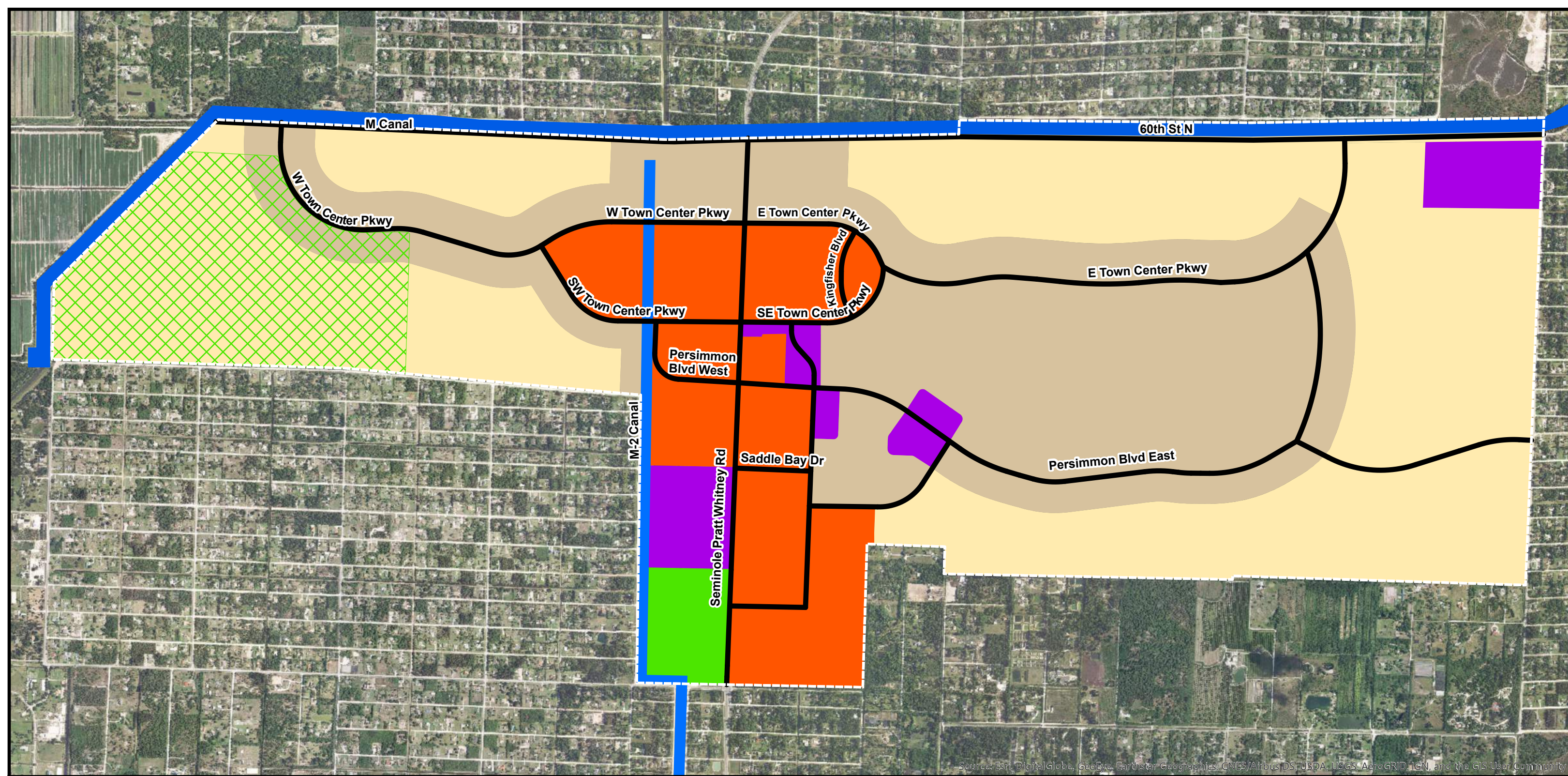
~~Participate as a municipality within Palm Beach County’s Fire/Rescue Municipal Service Taxing Unit for Fire-Rescue, Fire Protection, Advanced Life Support (or Similar Emergency Services), Fire Code Enforcement and Other Necessary and Incidental Services. Implement the Interlocal Agreement with Palm Beach County for fire and emergency medical services.~~

Policy ICE 1.3.5

Engage Palm Beach County Sheriff’s Office for the provision of police services.

Policy ICE 1.3.6

Implement the ~~SID-Westlake Interlocal Agreement with SID~~, which shall contain the mechanisms for coordination between SID and the City for planning, funding, constructing, maintaining, and evaluating needed public facilities and infrastructure, ~~items subject to concurrency~~, and where appropriate, development orders.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

FUTURE LAND USE

- Residential 1
- Residential 2
- Downtown Mixed Use
- Civic
- Open Space & Recreation
- Solar Energy Overlay

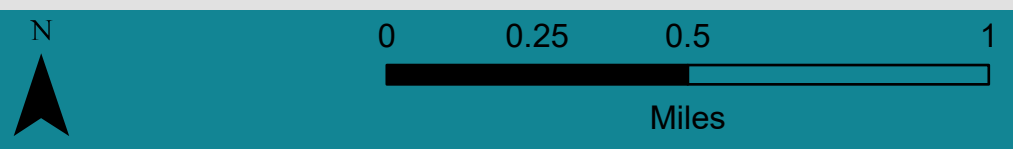
OTHER

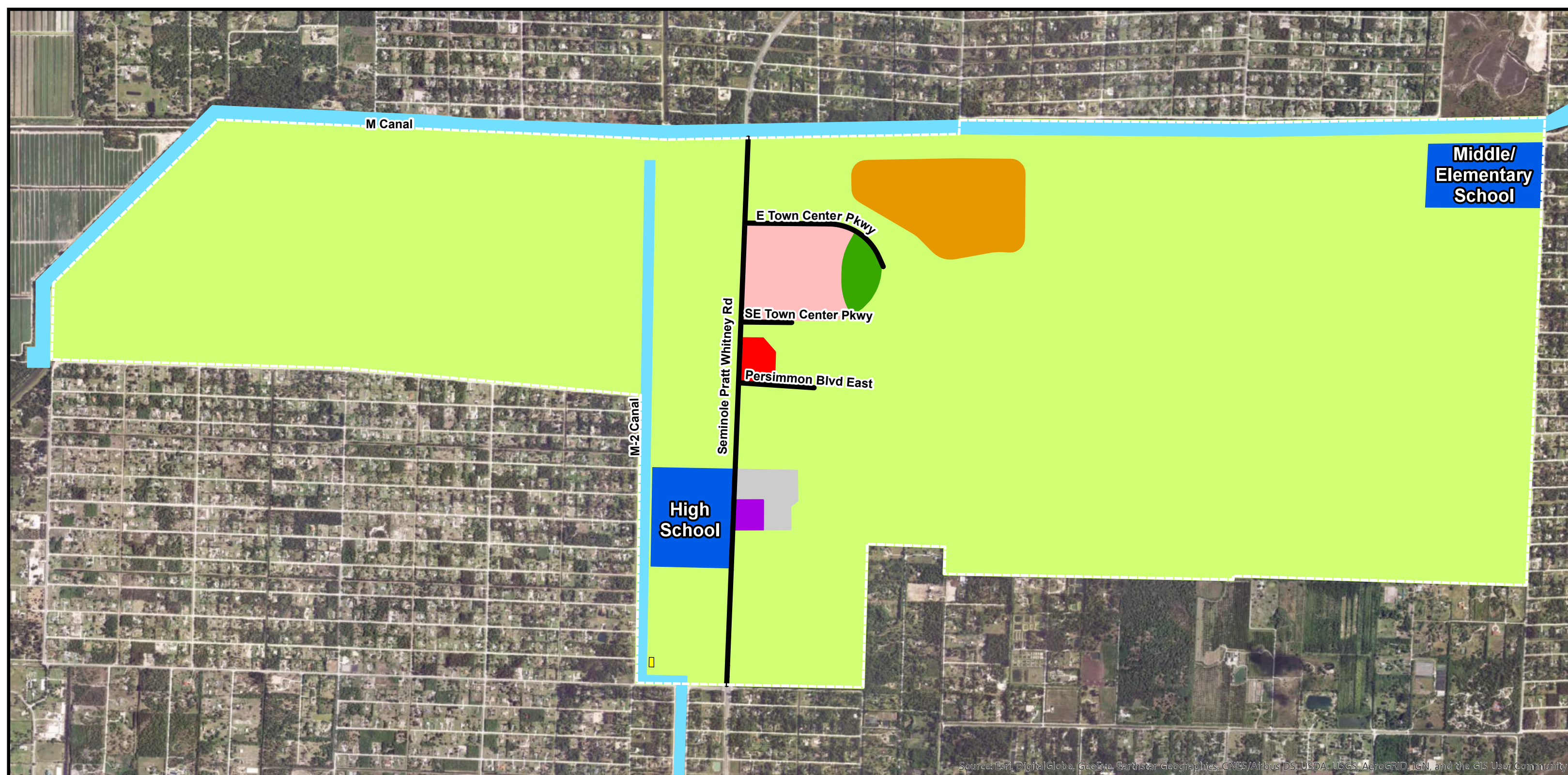
- Roads
- Major Canal and ROW
- City Boundary

Note 1: The illustration of roads shows preliminary alignments.
 Note 2: The City maintains the GIS data used to create this map. Data available upon request.

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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXISTING LAND USE

- Agriculture / Vacant
- Utility
- Educational Uses

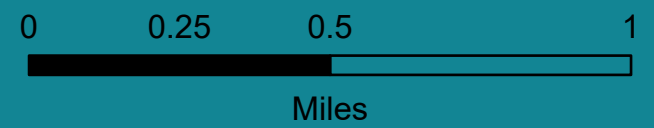
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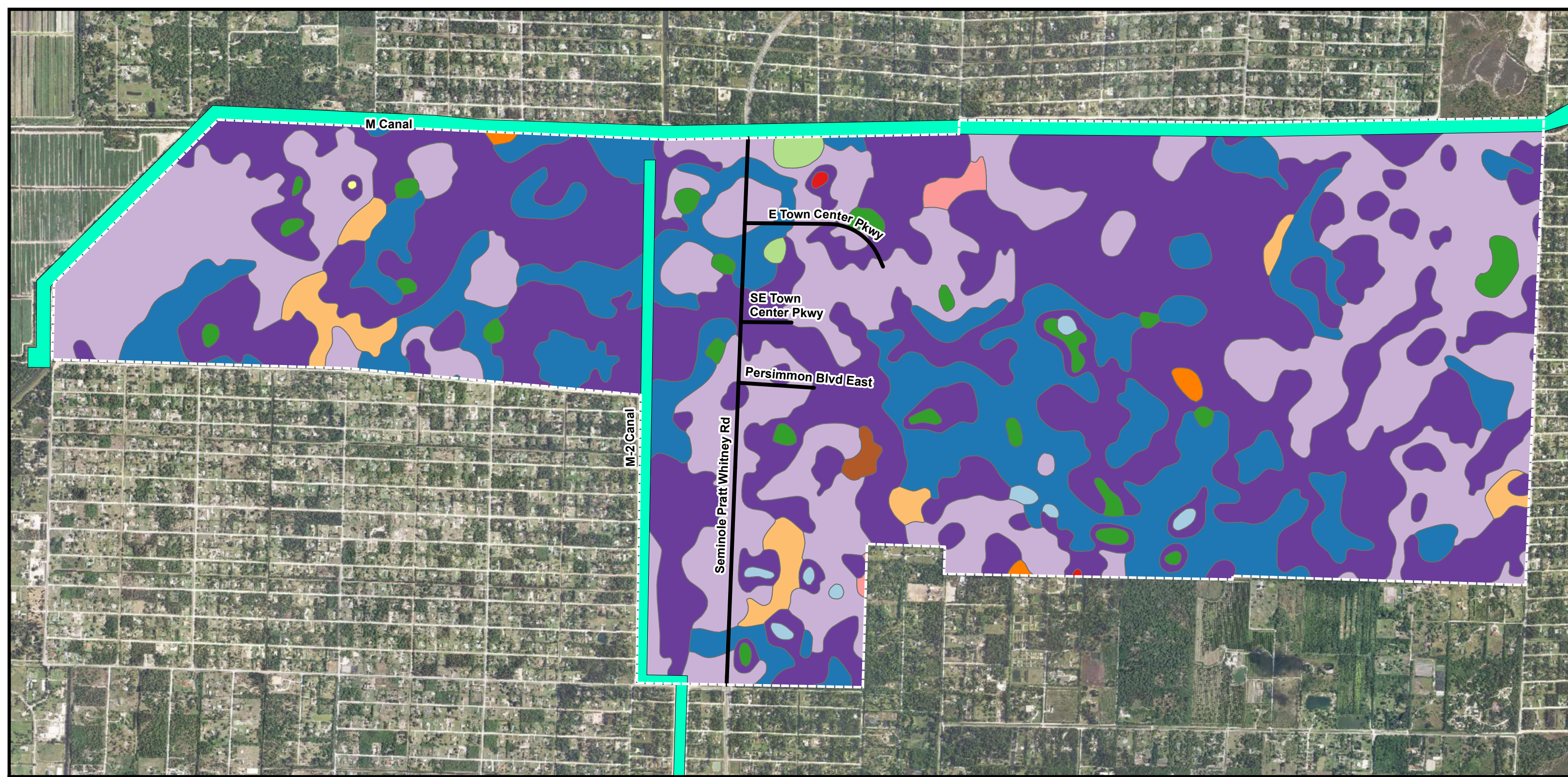
- Commercial
- Industrial
- Civic
- Roads
- Major Canal and ROW
- City Boundary
- Residential Development in Progress
- Commercial Development in Progress
- Recreational Development in Progress

Note: The City maintains the GIS data used to create this map. Data available upon request.













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




SOILS

- | | | |
|--|--|---|
|  ARENTS-URBAN LAND COMPLEX, ORGANIC SUBSTRATUM |  HALLANDALE FINE SAND |  RIVIERA FINE SAND |
|  BOCA FINE SAND |  OKEELANTA MUCK |  RIVIERA FINE SAND, DEPRESSIONAL |
|  CHOBEE FINE SANDY LOAM |  PINEDA FINE SAND |  TEQUESTA MUCK |
|  FLORIDANA FINE SAND |  PINELLAS FINE SAND |  WABASSO FINE SAND |

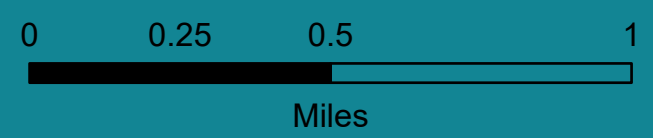
OTHER

-  Roads
-  Major Canal and ROW
-  City Boundary

Note: The City maintains the GIS data used to create this map. Data available upon request.

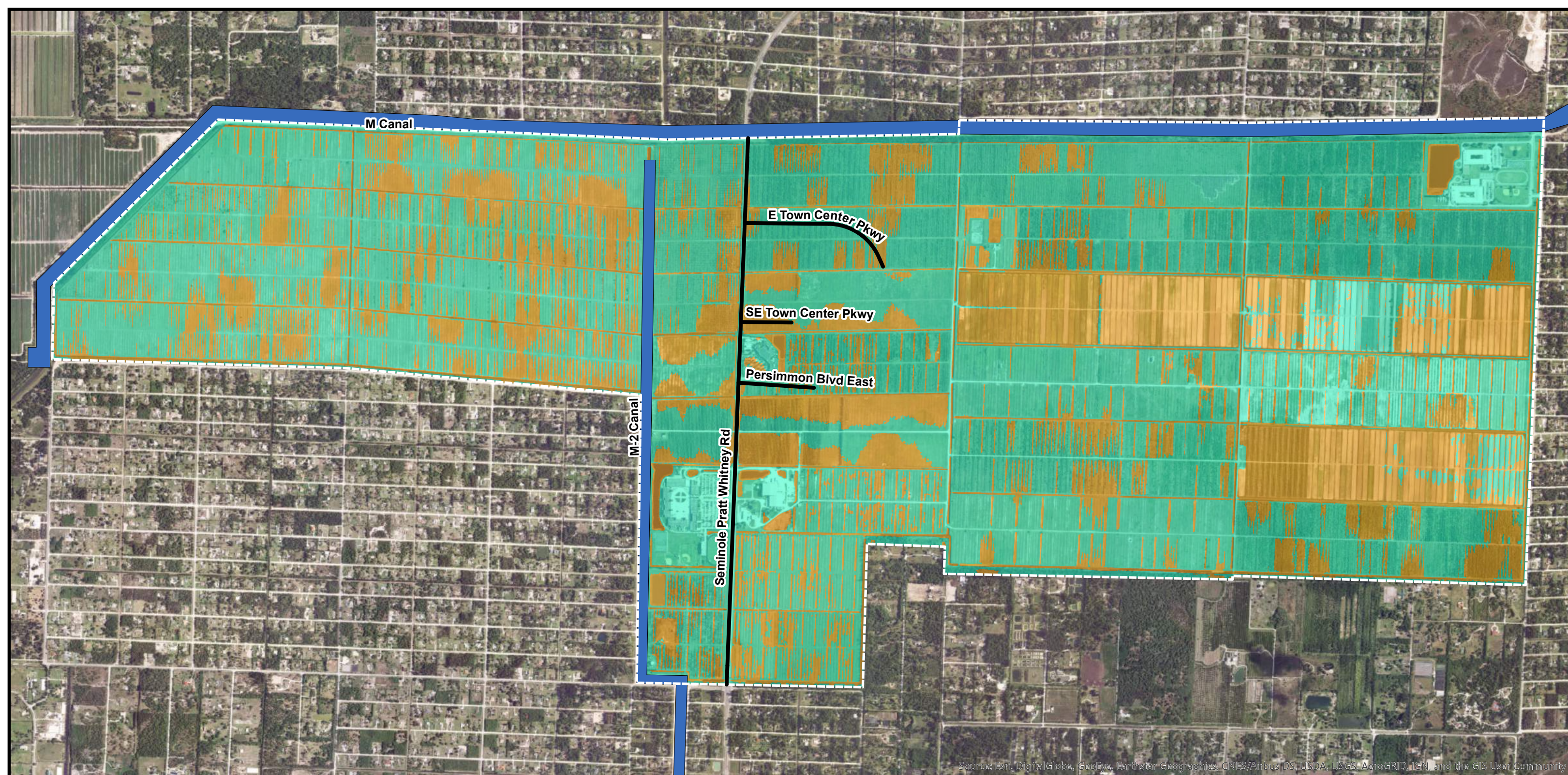
**City of Westlake
Comprehensive Plan**

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Source: U.S. Department of Agriculture, Natural Resources Conservation Service, 2013

FLU Map 2.3: Mineral and Soils M



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

FLOODPLAIN MAP

- Zone AE
- Zone X

OTHER

- Roads
- Major Canal and ROW
- City Boundary

Note: The City maintains the GIS data used to create this map. Data available upon request.

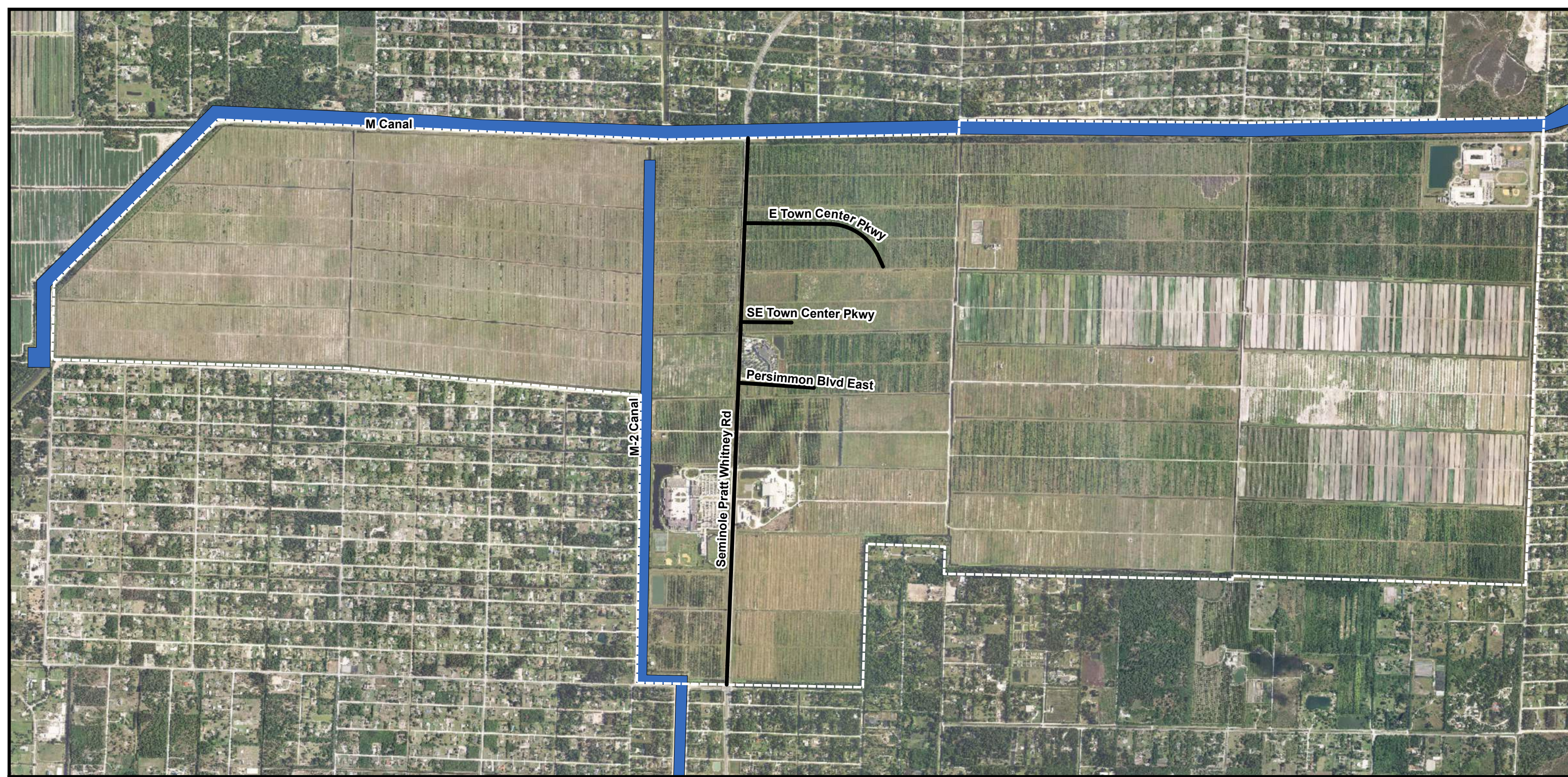
**City of Westlake
Comprehensive Plan**




Revision Date: March 12, 2018



Source: Flood Insurance Rate Map, effective October 5, 2017

FLU Map 2.4: Floodplain M



-  Roads
-  Major Canal and ROW
-  City Boundary

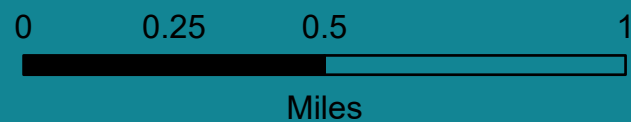
Note 1: There are currently no existing or planned potable waterwells, cones of influence, or wellhead protection areas within the City.

Note 2: The M Canal is part of the West Palm Beach public water supply system.

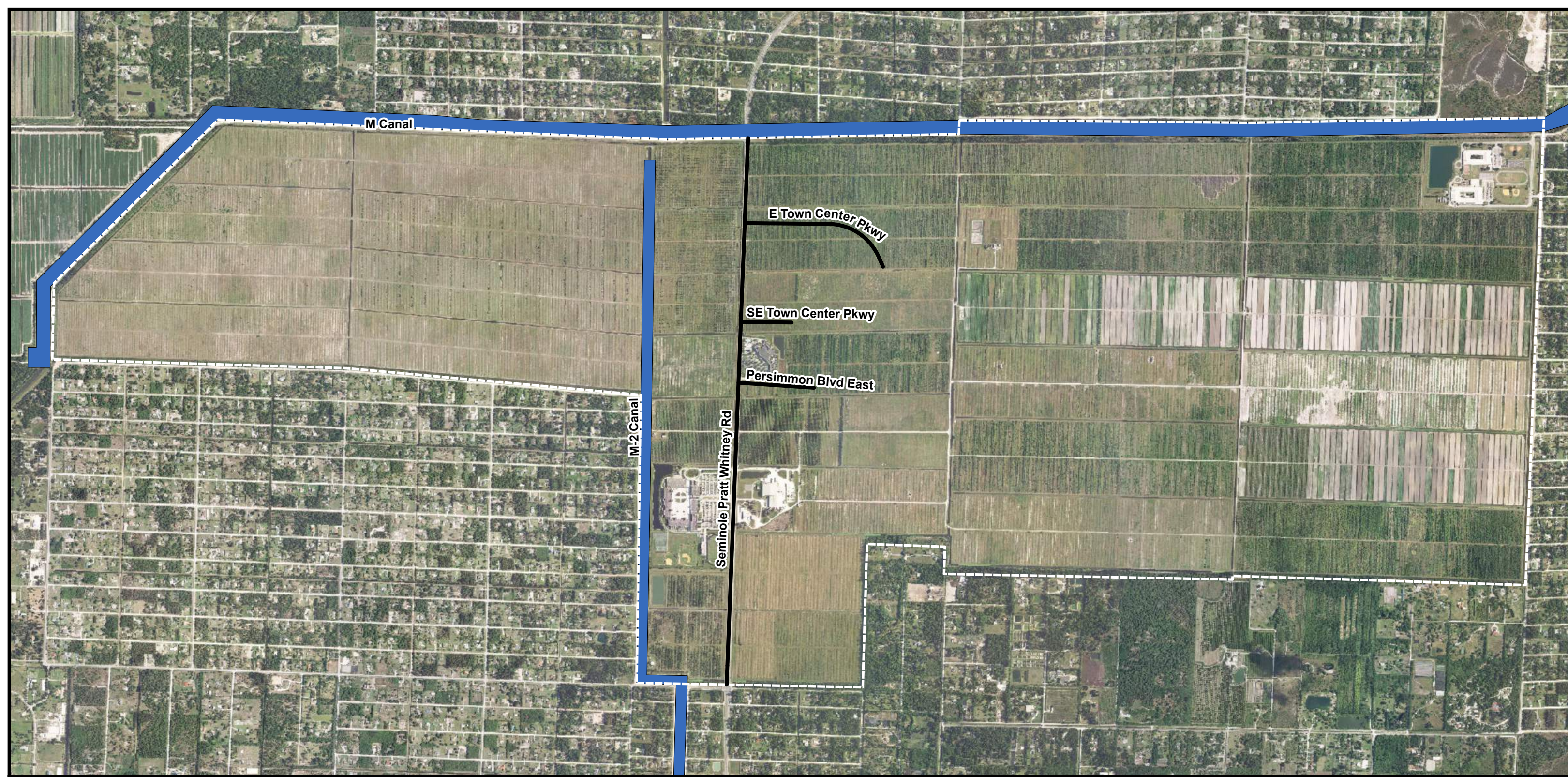
Note 3: The City maintains the GIS data used to create this map. Data available upon request.




**City of Westlake
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FLU Map 2.5: Existing and Planned Public Potable Waterwells Cones of Influence and Wellhead Protection Areas Map



-  Roads
-  Major Canal and ROW
-  City Boundary

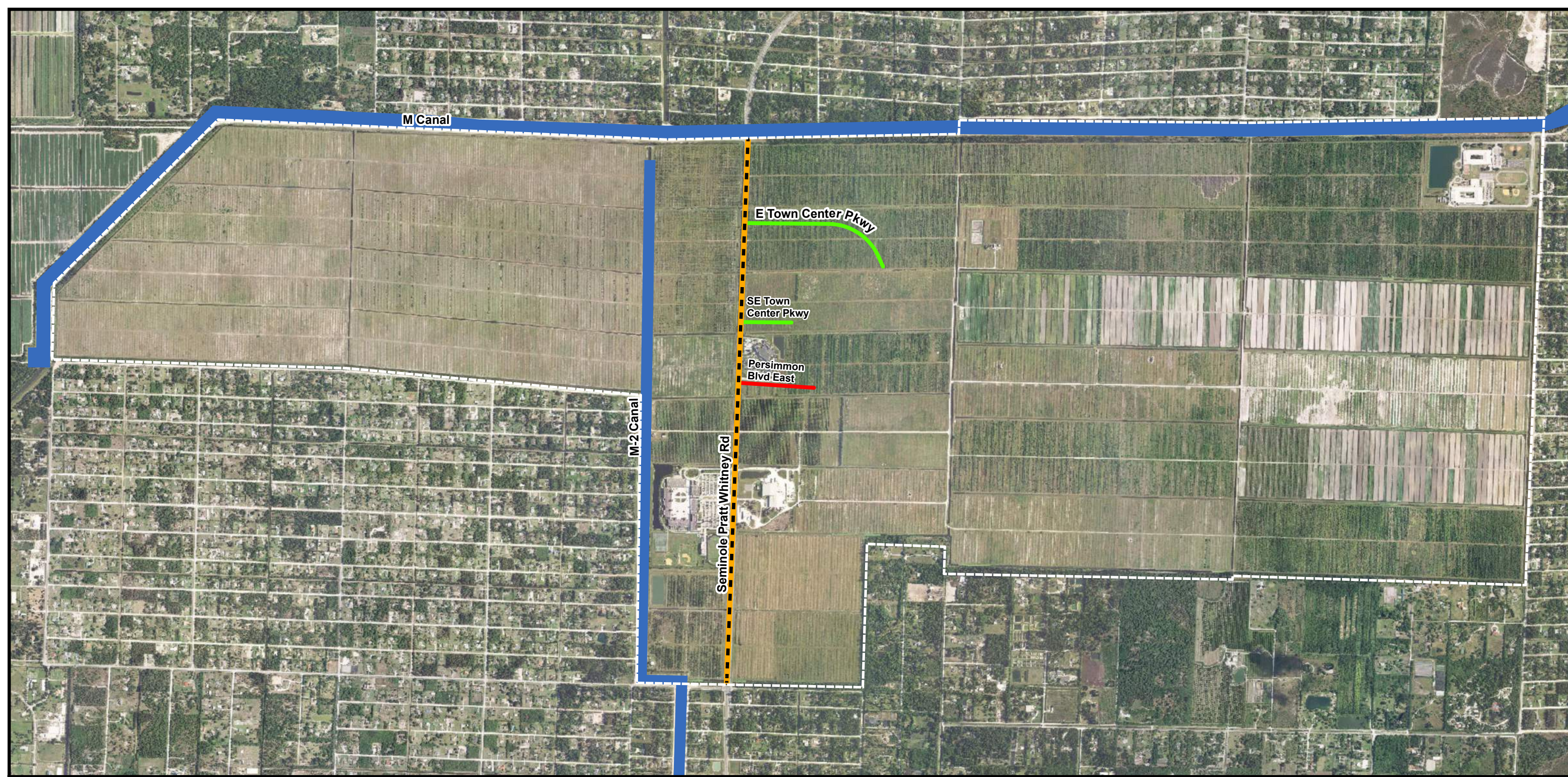
Note 1: The City of Westlake does not have any wetlands.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

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ROADS - CITY

- Major Collector - Two Lane
- Major Collector - Four Lane Divided

ROADS - COUNTY

- Minor Arterial - Four Lane Divided

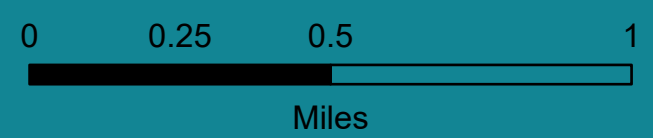
OTHER

- Major Canal and ROW
- City Boundary

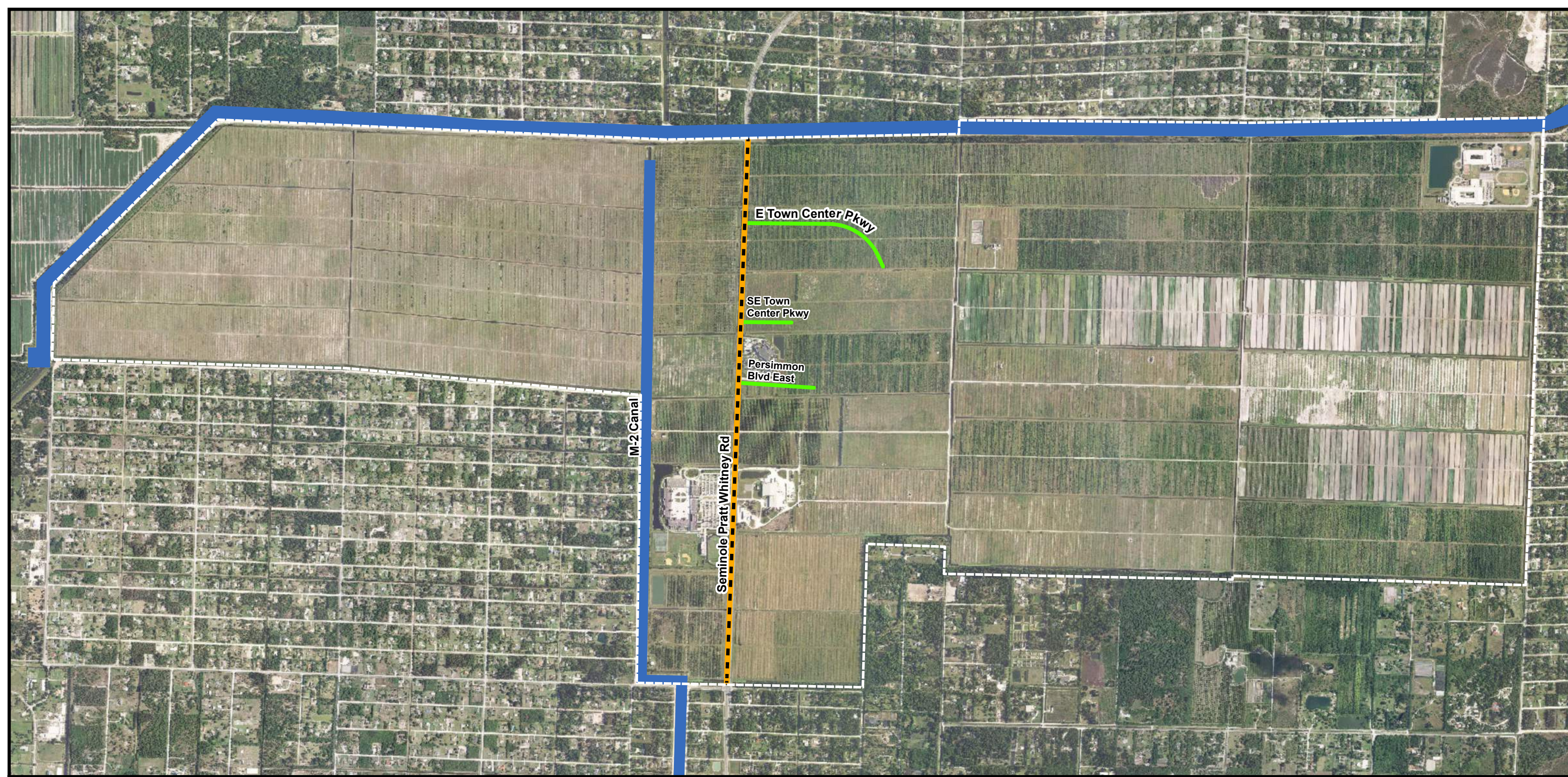
**City of Westlake
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Note: The City maintains the GIS data used to create this map.
Data available upon request.



Revision Date: March 12, 2018



TE Map 3.1: Existing Traffic Circulation, Functional Classification, and Road Network Jurisdiction Map





EXISTING ROAD LEVEL OF SERVICE

-  C
-  D or Better*

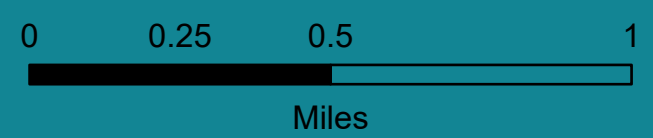
*The precise level of service for roads indicated as level "D or Better" is not available because the roads have not been in service long enough to property analyze them under normal traffic conditions.

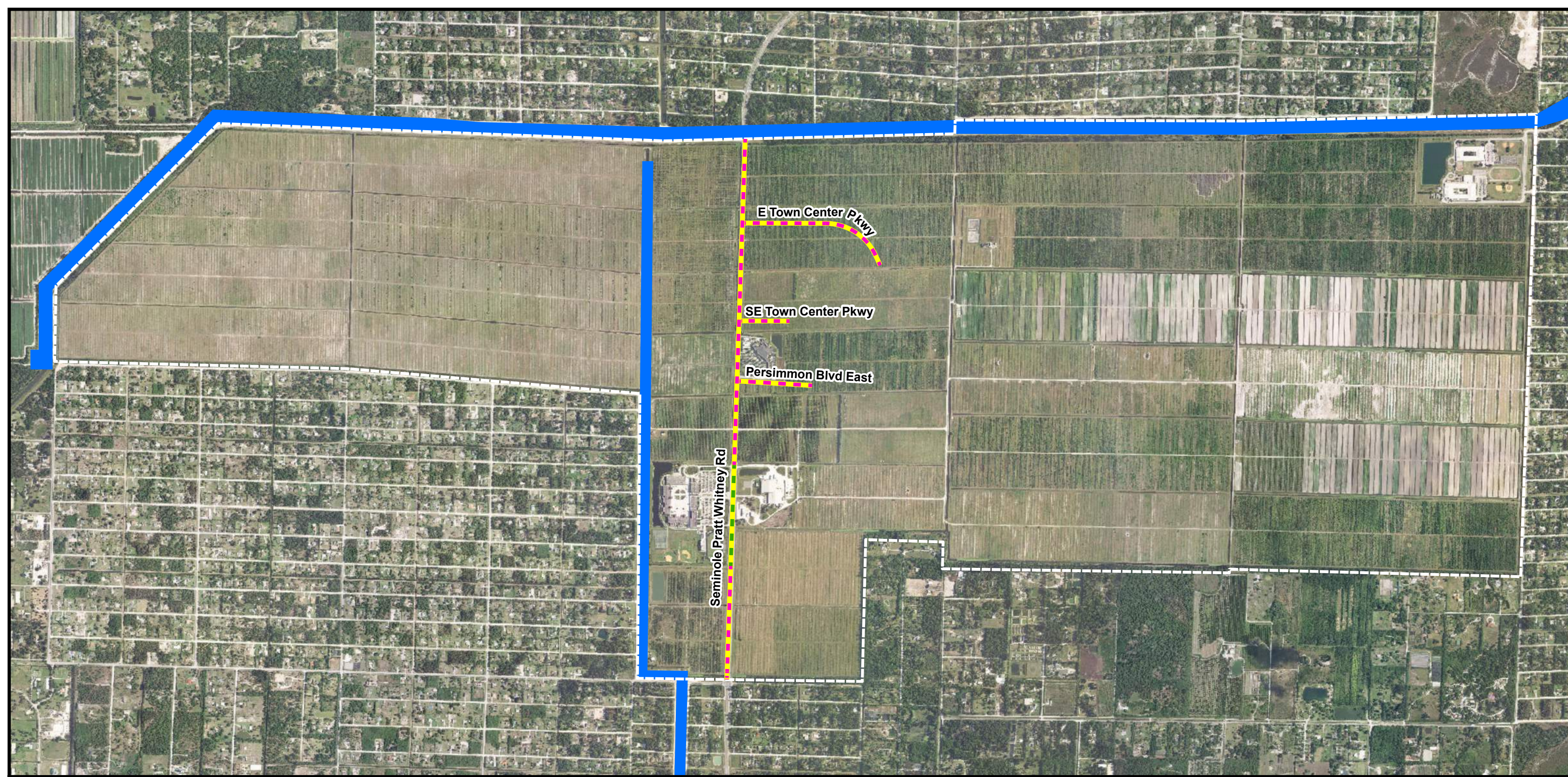
OTHER

-  Major Canal and ROW
-  City Boundary



Note: The City maintains the GIS data used to create this map. Data available upon request.

Revision Date: March 12, 2018







SHARED USE PATHS, SIDEWALKS, AND BICYCLE LANES

-  Shared Use Paths and Bicycle Lanes
-  Sidewalks and Bicycle Lanes

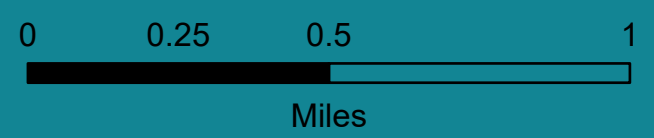
OTHER

-  Major Canal and ROW
-  City Boundary

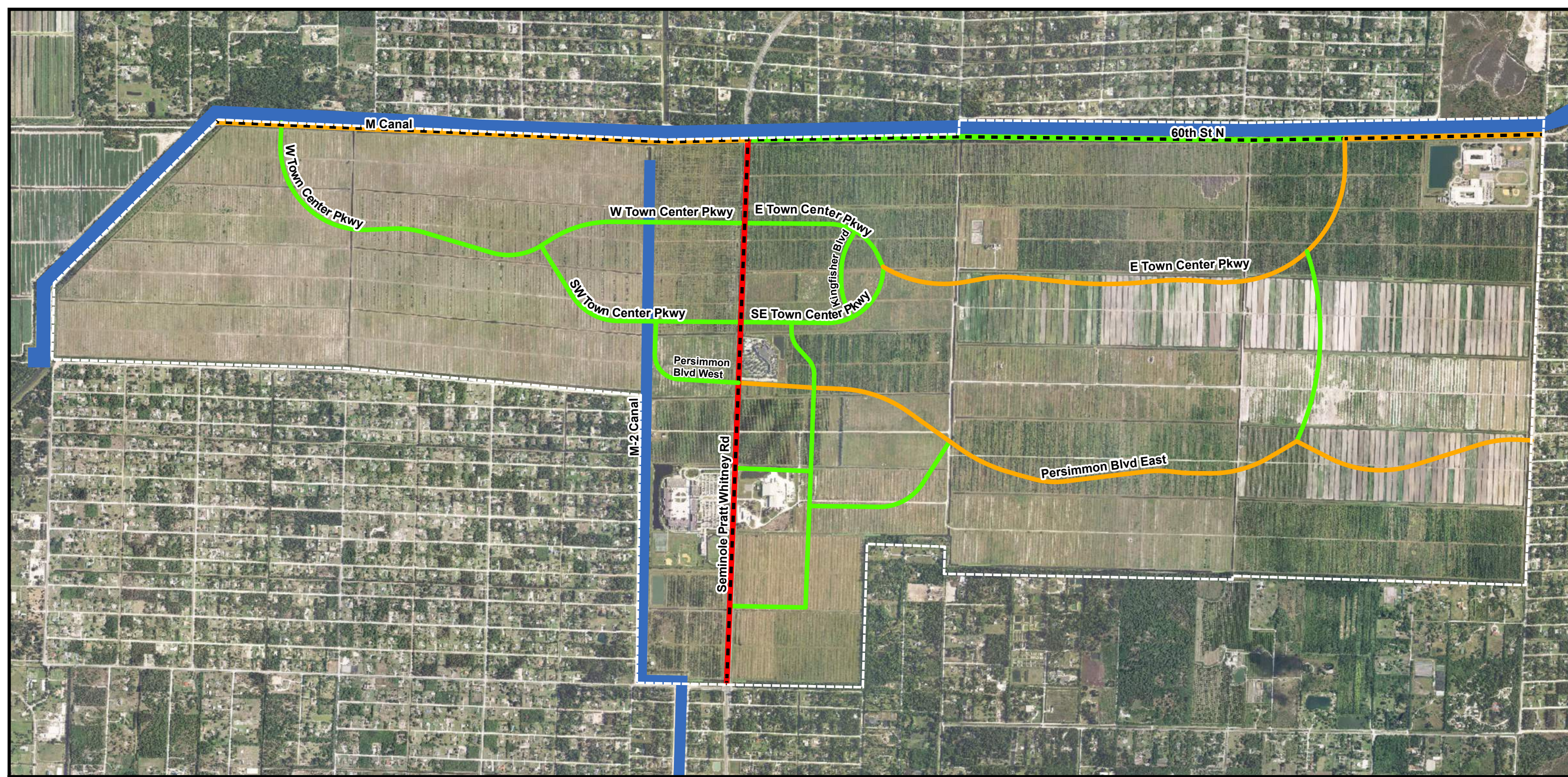
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Comprehensive Plan**

Note: The City maintains the GIS data used to create this map.
Data available upon request.

Revision Date: March 12, 2018



TE Map 3.3: Existing Shared Use Paths, Sidewalks, and Bicycle Lanes Map



FUTURE ROADS - CITY

- Two Lane
- Four Lane Divided

FUTURE ROADS - COUNTY

- Two Lane
- Four Lane Divided
- Six Lane Divided

OTHER

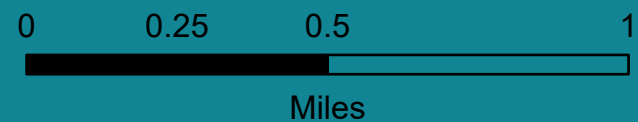
- Major Canal and ROW
- City Boundary

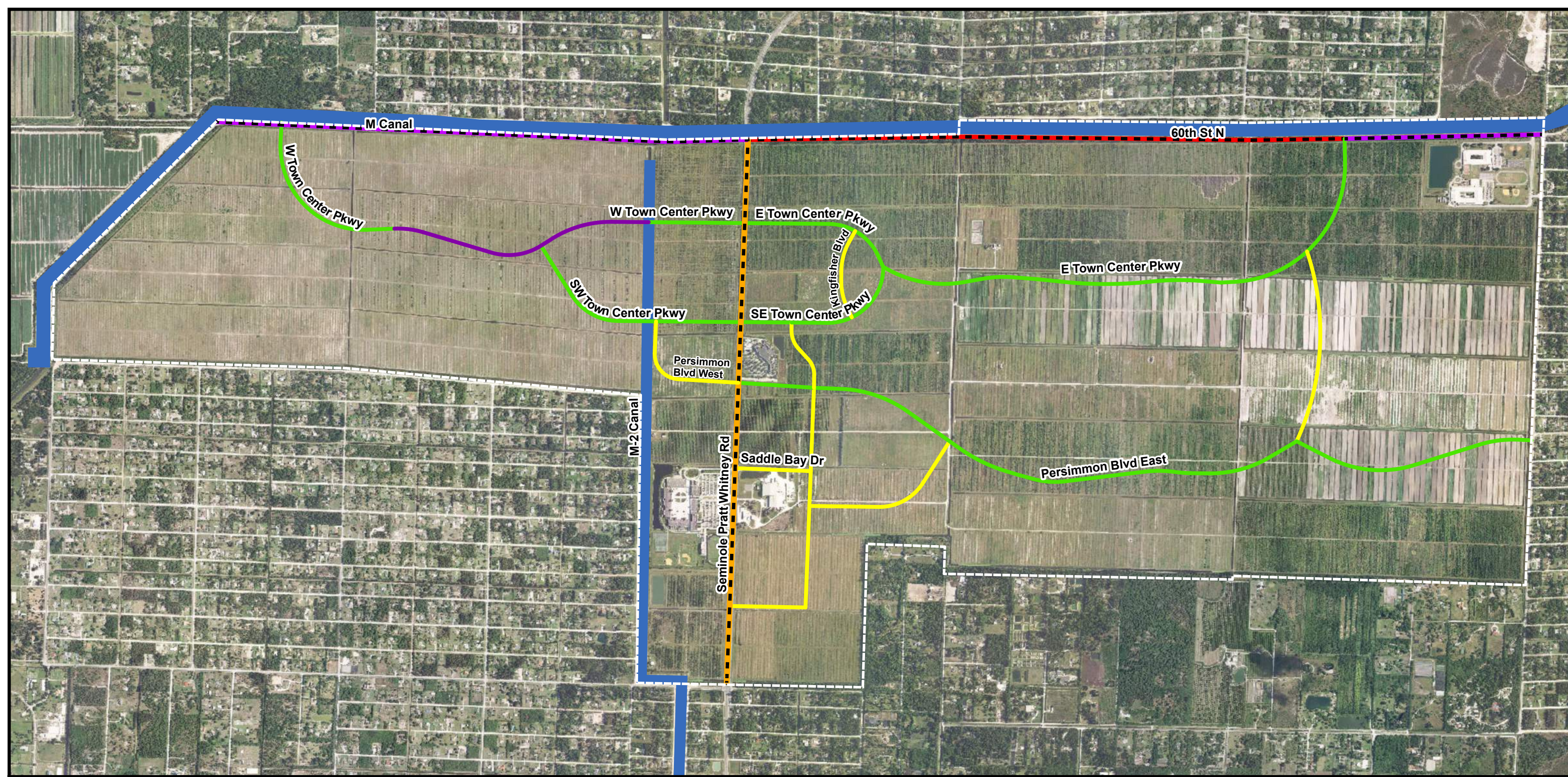
Note 1: The illustration of future roads shows preliminary alignments and anticipated road lanes.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
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FUTURE ROADS - CITY

- Major Collector, 100 Foot Right of Way
- Major Collector, 80 Foot Right of Way
- Minor Collector, 80 Foot Right of Way

FUTURE ROADS - COUNTY

- Minor Arterial, 120 Foot Right of Way
- Major Collector, 100 Foot Right of Way
- Minor Collector, 100 Foot Right of Way

OTHER

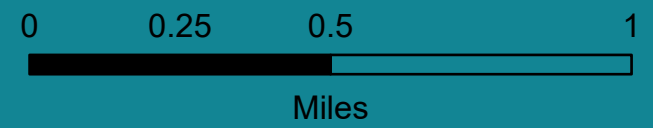
- Major Canal and ROW
- City Boundary

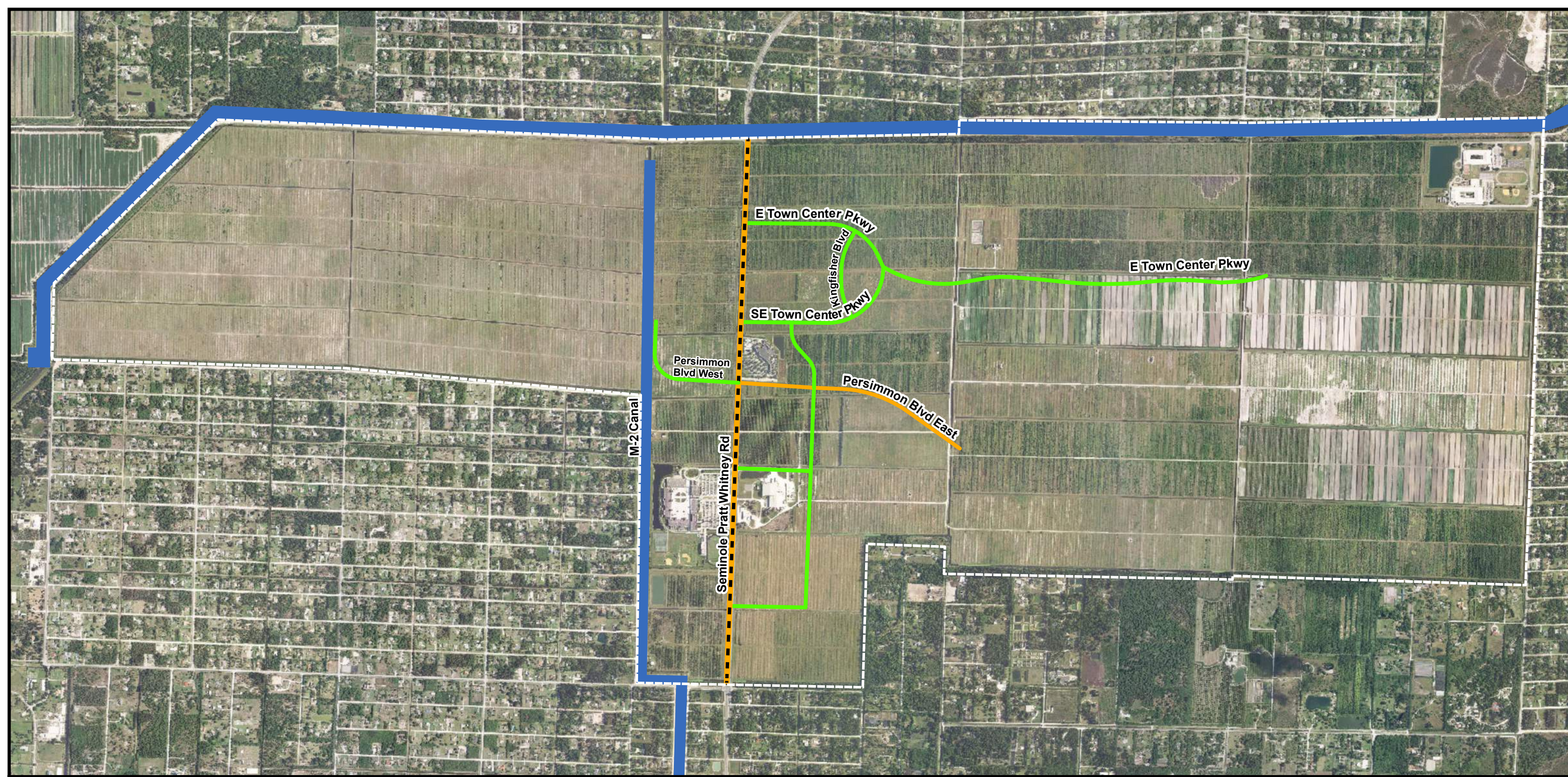
Note 1: The illustration of future roads shows preliminary alignments and anticipated road ROW widths.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
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FUTURE ROADS - CITY

- Two Lane
- Four Lane Divided

FUTURE ROADS - COUNTY

- Four Lane Divided

OTHER

- Major Canal and ROW
- City Boundary

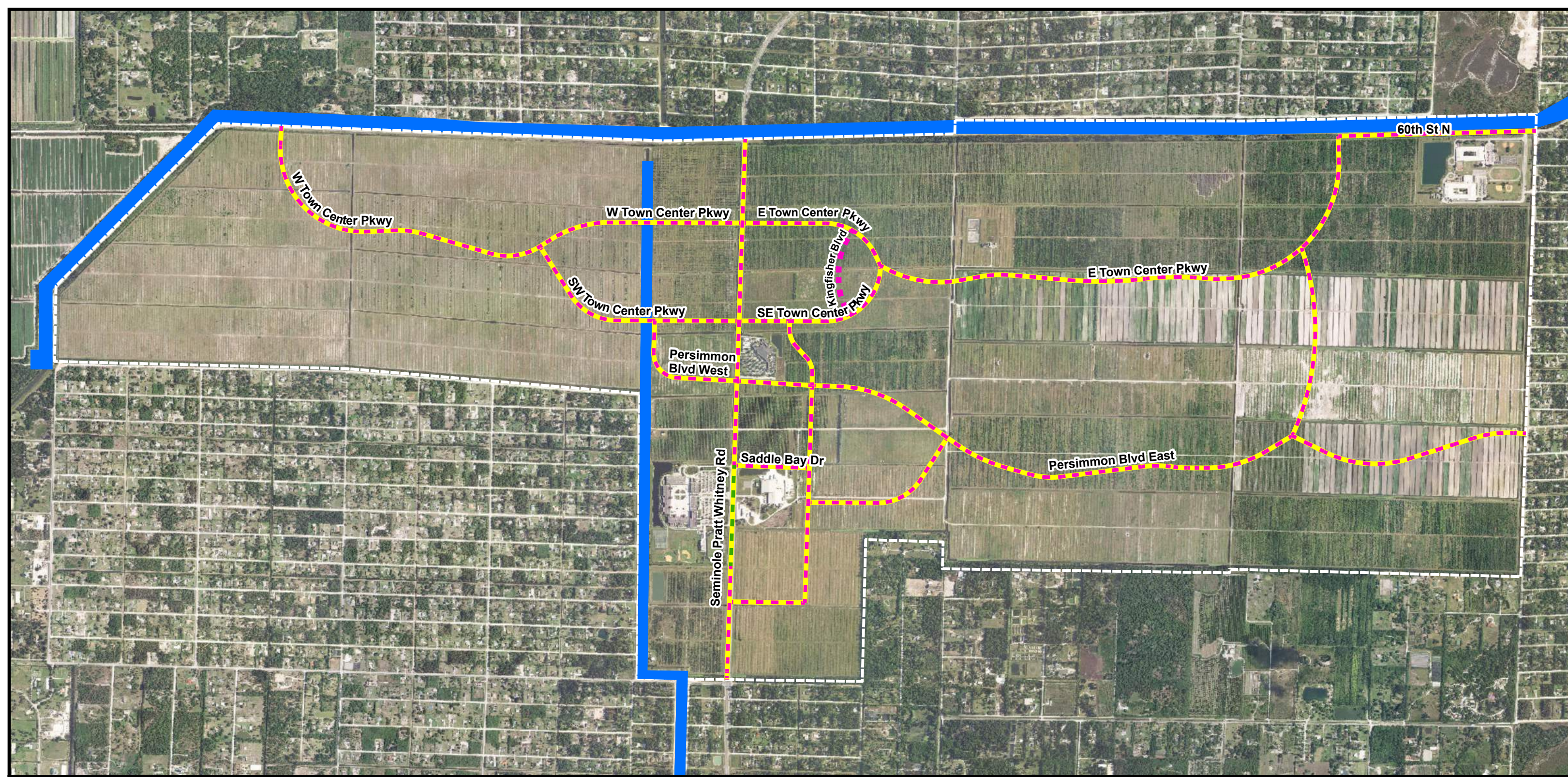
Note 1: The illustration of future roads shows preliminary alignments and anticipated road lanes.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

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FUTURE SHARED USE PATHS, SIDEWALKS, AND BICYCLE LANES

- - - Shared Use Paths and Bicycle Lanes
- - - Sidewalks and Bicycle Lanes
- - - Shared Use Paths

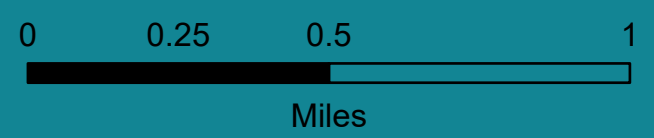
OTHER

- Major Canal and ROW
- City Boundary

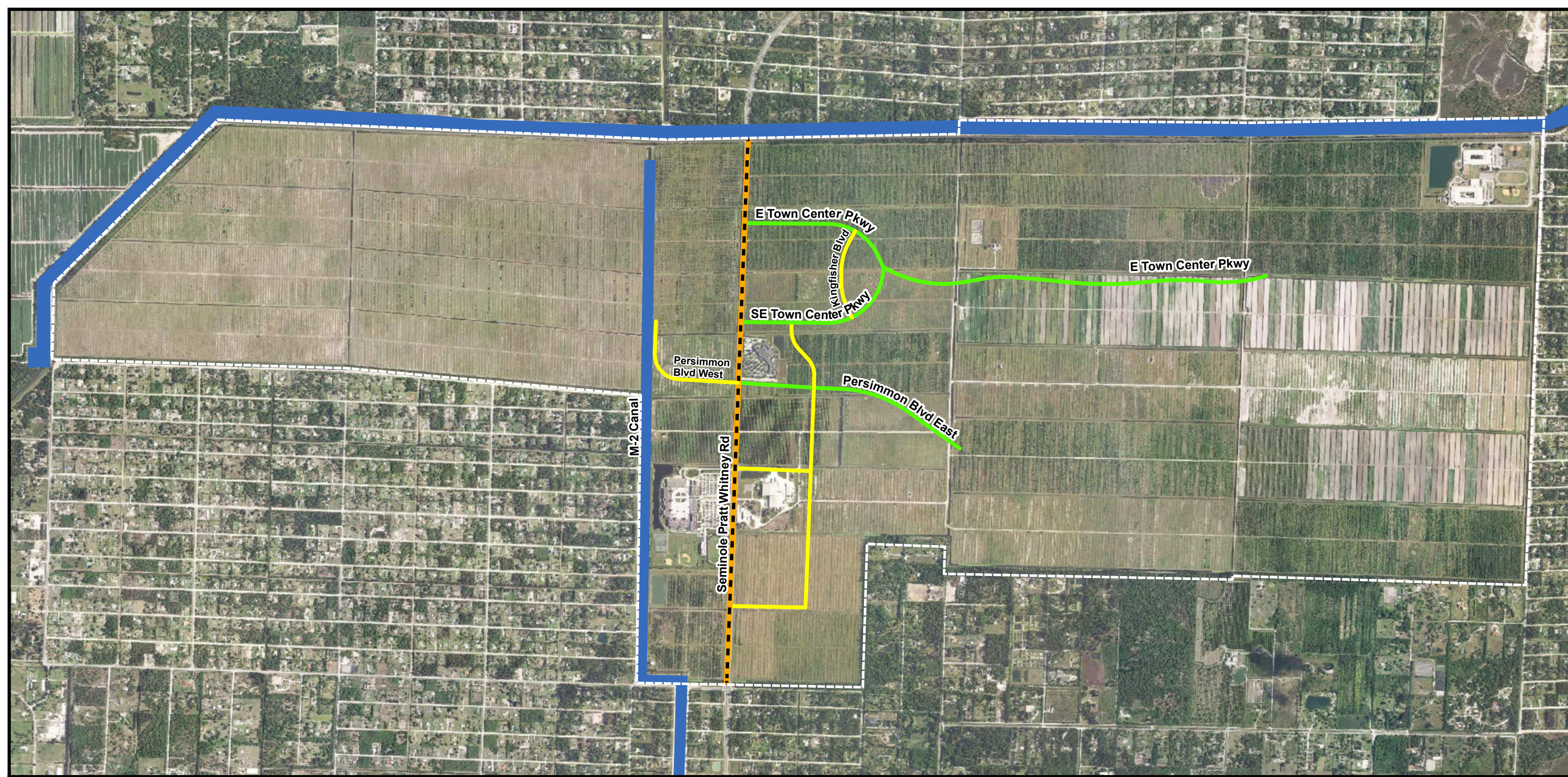
Note 1: The illustration of future facilities shows preliminary alignments.
 Note 2: The City maintains the GIS data used to create this map. Data available upon request.

**City of Westlake
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TE Map 3.7: 2038 Future Shared Use Paths, Sidewalks, and Bicycle Lanes Map



FUTURE ROADS - CITY

- Major Collector, 80 Foot Right of Way
- Minor Collector, 80 Foot Right of Way

FUTURE ROADS - COUNTY

- Minor Arterial, 120 Foot Right of Way

OTHER

- Major Canal and ROW
- City Boundary

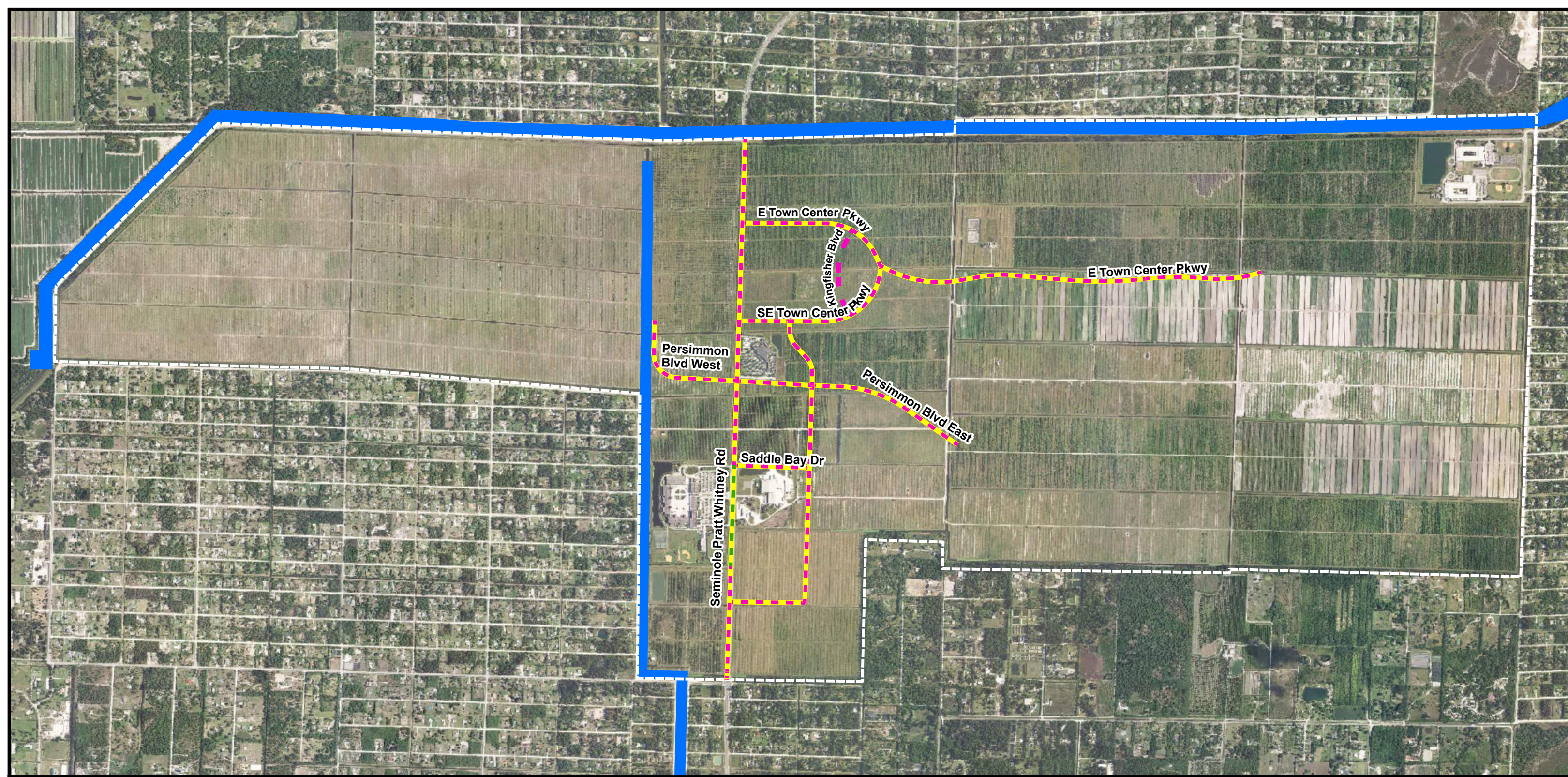
Note 1: The illustration of future roads shows preliminary alignments and anticipated road ROW widths.

Note 2: The City maintains the GIS data used to create this map. Data available upon request.

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FUTURE SHARED USE PATHS, SIDEWALKS, AND BICYCLE LANES

- - - Shared Use Paths and Bicycle Lanes
- - - Sidewalks and Bicycle Lanes
- - - Shared Use Paths

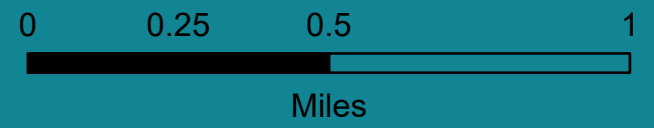
OTHER

- Major Canal and ROW
- City Boundary

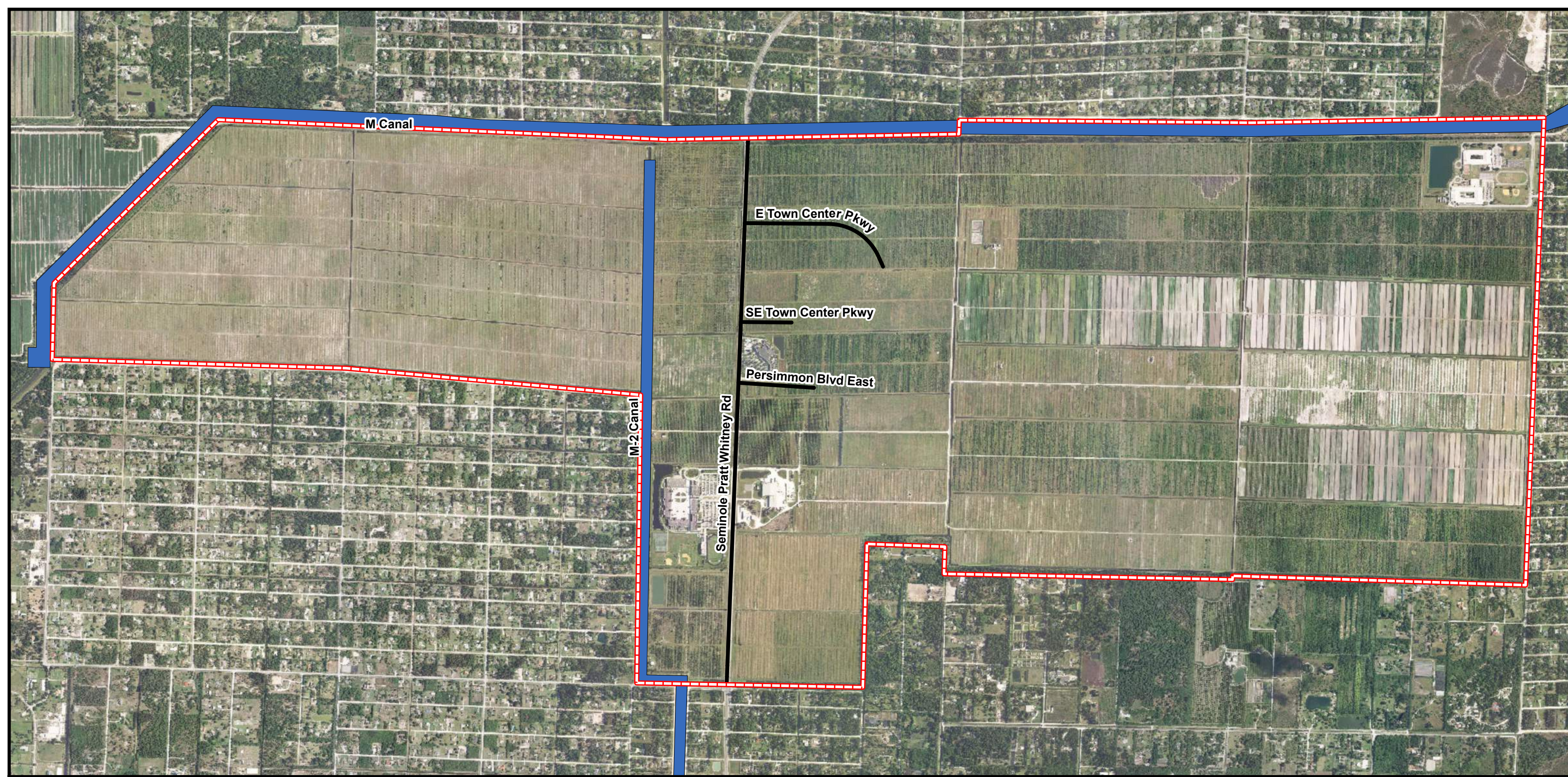
Note 1: The illustration of future facilities shows preliminary alignments.
 Note 2: The City maintains the GIS data used to create this map. Data available upon request.


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
TE Map 3.9: 2023 Future Shared Use Paths, Sidewalks, and Bicycle Lanes Map



 Utility Service Area

 City Boundary

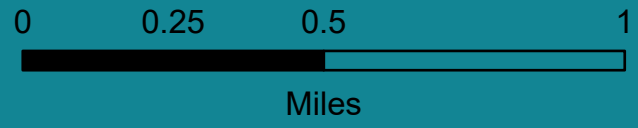
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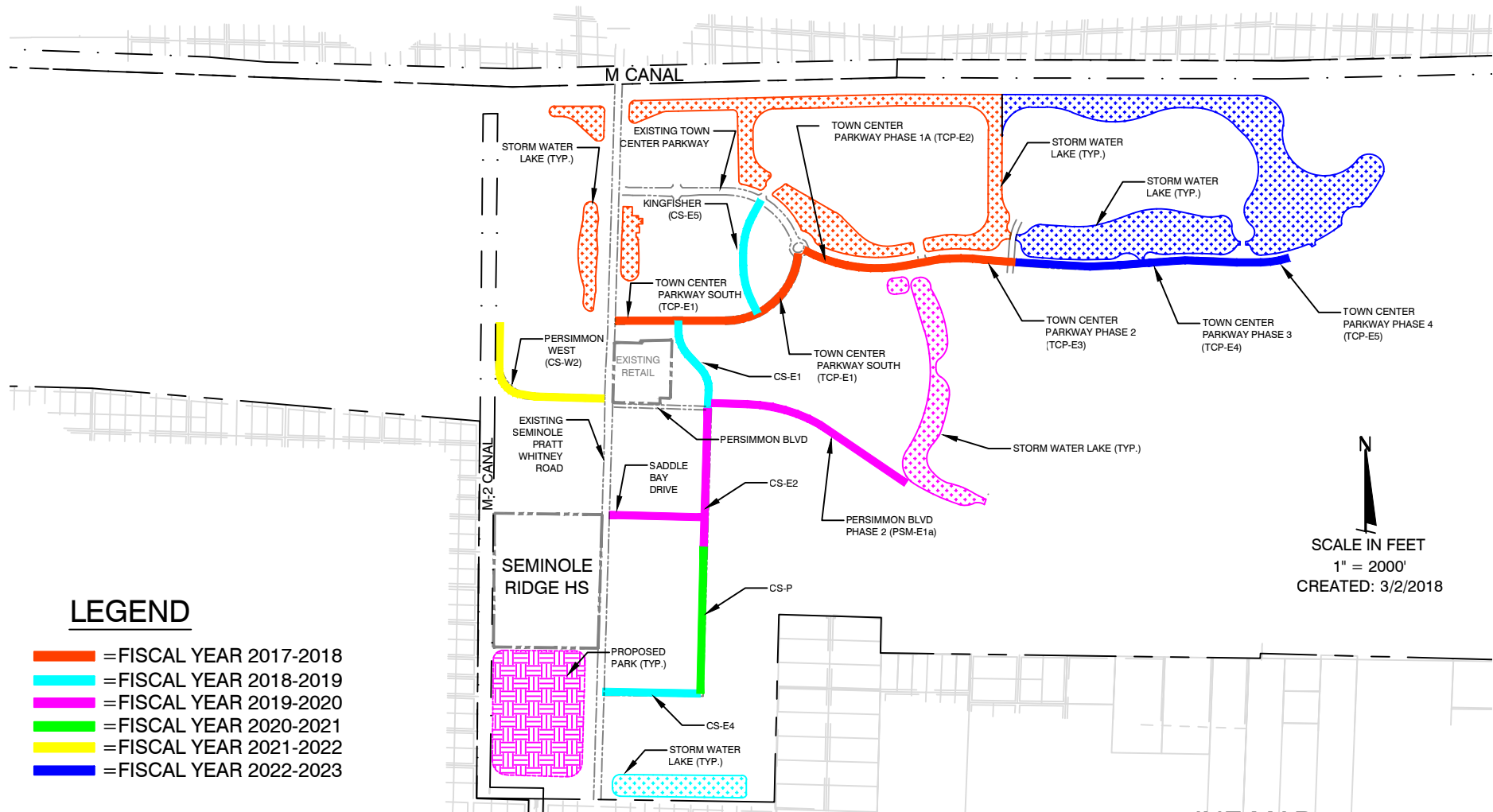
 Major Canal and ROW

Note: The City maintains the GIS data used to create this map. Data available upon request.

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LEGEND

- = FISCAL YEAR 2017-2018
- = FISCAL YEAR 2018-2019
- = FISCAL YEAR 2019-2020
- = FISCAL YEAR 2020-2021
- = FISCAL YEAR 2021-2022
- = FISCAL YEAR 2022-2023

NOTE: 1. ROAD SEGMENT CONSTRUCTION INCLUDES THE INSTALLATION OF TRANSPORTATION, POTABLE WATER, WASTEWATER, AND REUSE WATER INFRASTRUCTURE AND FACILITIES AS APPROPRIATE.
 2. THE ILLUSTRATION OF FUTURE ROADS SHOWS PRELIMINARY ALIGNMENTS AND ANTICIPATED ROW WIDTHS.
 3. THE CITY MAINTAINS THE GIS DATA USED TO CREATE THIS MAP DATA AVAILABLE UPON REQUEST.

**INF MAP 4.2
 5-YEAR CAPITAL
 IMPROVEMENT SCHEDULE
 CONSTRUCTION MAP FOR
 ROAD SEGMENTS,
 STORMWATER DRAINAGE
 FEATURES, AND PARK**

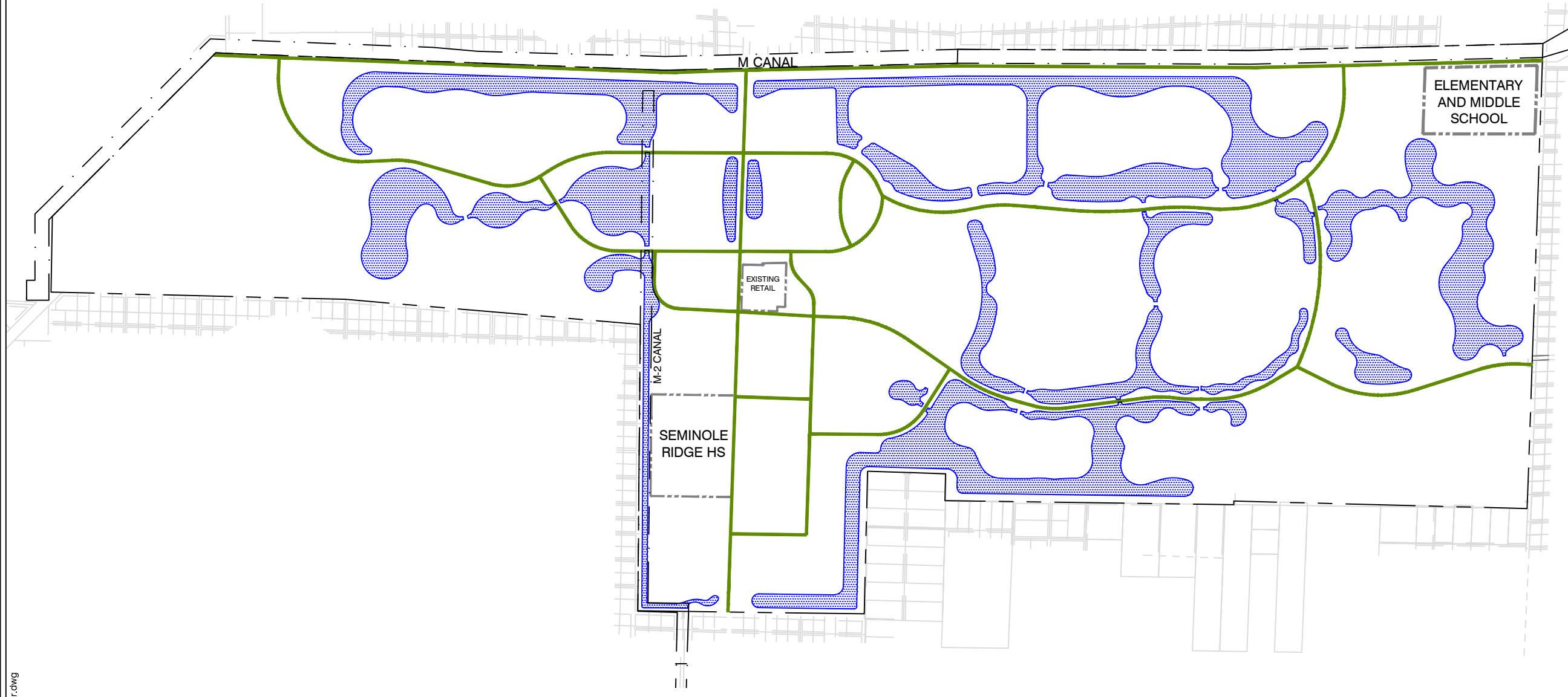
FARNER BARLEY AND ASSOCIATES, INC.
 Certificate of Authorization Number: 4709
 4450 N.E. 83rd Road • Wilton, Florida 34785 • (352) 748-3128

▲ ENGINEERS
 ▲ SURVEYORS
 ▲ PLANNERS





S:\PALM BEACH\SID\10) COMP PLAN\EXHIBITS\COMP PLAN-2038 year.dwg

NOTE: 1. WITH THE EXCEPTION OF 60TH STREET NORTH, ROAD SEGMENT CONSTRUCTION INCLUDES THE INSTALLATION OF TRANSPORTATION, POTABLE WATER, WASTEWATER, AND REUSE WATER INFRASTRUCTURE AND FACILITIES AS APPROPRIATE.
2. THE ILLUSTRATION OF FUTURE ROADS SHOWS PRELIMINARY ALIGNMENTS AND ANTICIPATED ROW WIDTHS.
3. THE CITY MAINTAINS THE GIS DATA USED TO CREATE THIS MAP DATA AVAILABLE UPON REQUEST.



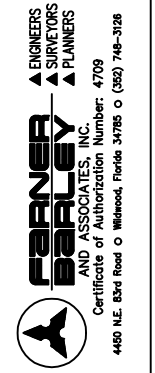
LEGEND

-  =STORMWATER LAKES TO BE CONSTRUCTED
-  =ROADWAY SEGMENTS



INF MAP 4.3
2038-YEAR CAPITAL IMPROVEMENT SCHEDULE
CONSTRUCTION MAP FOR ROAD SEGMENTS,
STORMWATER DRAINAGE

CREATED: 3/2/2018



City of Westlake
WATER SUPPLY FACILITIES WORK PLAN
~~TEMPLATE~~

DATE
~~October~~February, 20187

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- 1.2 Statutory Requirements

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- 2.2 Relevant Regional Issues

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- 3.2 Maps of Current and Future Areas Served
- 3.3 Potable Water Level of Service Standard and Population and Potable Water Demand Projections
- 3.4 Water Supply Provided by Local Government
- 3.5 Conservation
 - 3.5.1 Local Government Specific Actions, Programs, Regulations, or Opportunities
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 - 3.6.2 Identify any Local Financial Responsibilities as Detailed in the CIE or CIS

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- 6.3 Lower East Coast Water Supply Plan
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1.0 INTRODUCTION

The purpose of the City of Westlake's Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. *The 2013 Lower East Coast Water Supply Plan Update* was approved by the District's Governing Board in 2013.

Residents of the City of Westlake obtain their water from the Seminole Improvement District, which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Westlake. According to state guidelines, the Work Plan and the City of Westlake's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the City's Comprehensive Plan and the *2013 Lower East Coast Water Supply Plan Update*.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

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

Section 5 – Goals, Objectives, and Policies

1.1 Statutory History

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

1.2 Statutory Requirements

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

1. Coordinate appropriate aspects of its Comprehensive Plan with the *2013 Lower East Coast Water Supply Plan Update* [163.3177(4) (a), F.S.].
2. Ensure the Future Land Use Element is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the “Infrastructure Element”), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the *2013 Lower East Coast Water Supply Plan Update*, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];
 - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the *2013 Lower East Coast Water Supply Plan Update* [s. 163.3177(6)(c)3, F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)3, F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the *2013 Lower East Coast Water Supply Plan Update*, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing

and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the *2013 Lower East Coast Water Supply Plan Update* [s.163.3177 (6) (h) 1., F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2.0 BACKGROUND INFORMATION

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

2.1 Overview

The City of Westlake is coextensive with the jurisdiction of the Seminole Improvement District (SID), which was established in 1970 pursuant to Chapter 70-854, Laws of Florida, codified pursuant to Chapter 2000-431, Laws of Florida. SID is an independent special purpose government formerly known as the Seminole Water Control District, which consists of approximately 4,1~~4227~~ acres of land.

SID is empowered to construct and maintain a number of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, road~~ways~~ and/or related activities. The majority of the property located within the SID boundary is comprised of the former Callery-Judge Groves property (CJG), which includes roughly 3,788 acres used for active agriculture for over 50 years. The boundary also includes a utility site and a packing plant. The boundary also includes a separate agricultural area known as Silverlake, a utility site and a packing plant. In addition, three school sites and a small shopping center site lie within the SID boundary. ~~In 2014, the Palm Beach County Board of County Commissioners approved an application by Minto PBLH, LCC, for the former CJG property to permit a mixed use development including 4,546 residential units, 2.1 million square feet of non-residential, a 3,000 student college/university and a 150 room hotel.~~

In 2016, the City of Westlake was incorporated pursuant to Section 165.0615, Florida Statutes.

2.2 Relevant Regional Issues

The South Florida Water Management District (SFWMD) prepared the *2013 Lower East Coast Water Supply Plan Update* (2013 LEC Plan Update). The 2013 LEC Plan is one of four long-term comprehensive regional water supply plan updates the SFWMD undertakes approximately every five years. Previous water supply plans for the Lower East Coast Planning Area include the *1998 Interim Plan for Lower East Coast Regional Water Supply*, which provided recommendations to improve water resource management and benefit water users until the long-term regional water supply plan was completed; the *2000 Lower East Coast Regional Water Supply Plan* (2000 LEC Plan), which was completed in May 2000; and the 2005-2006 LEC Plan Update. The planning horizon for the 2000 LEC Plan was 2020, the planning horizon for the 2005-2006 LEC Plan Update was 2025, and the planning horizon for the 2013 LEC Plan Update is 2030. The 2013 LEC Plan Update consists of a single-volume planning document, a secondary volume of appendices and an additional support document. These documents provide a common set of data, such as current and future water demands, assumptions and potential water source options.

The 2013 LEC Plan Update is used by local governments, water users and utilities to modify and update their local comprehensive plans, ordinances, and individual or utility plans. SFWMD will consider updating portions of this plan update more frequently, including the update of water supply project lists, population projections, etc., as circumstances require.

The 2013 LEC Plan Update states the following Goal and Objectives:

The goal for this water supply plan update is to identify sufficient water supply sources and future projects to meet existing and future reasonable-beneficial uses during a 1-in-10 year drought condition through 2030 while sustaining water resources and related natural systems. The following objectives provide an overall framework for this planning process:

- Water Supply – Identify sufficient water resource and water supply development options to meet projected 2030 water demands during a 1-in-10 year drought event.
- Water Conservation and Alternative Source Development – Increase levels of conservation, the efficiency of water use, and the development of alternative water sources to meet projected demand.
- Natural Systems – Protect and enhance the environment, including the Everglades and other federal, state, and locally identified natural resource areas.
- Linkage with Local Governments – Provide information to support local government comprehensive plans.
- Compatibility and Linkage with Other Efforts – Achieve compatibility and integration with the following:
 - Comprehensive Everglades Restoration Plan (CERP) and other environmental restoration projects

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

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the City needs shall provide to state planning and regulatory agencies as part of future proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

3.1 Population Information

This section excerpts the population information population projections from the Future Land Use Element data and analysis supporting the City's comprehensive plan and the Seminole Improvement District.

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

Palm Beach County uses the BEBR medium permanent population projection to compute a projection for the unincorporated county. The total county BEBR projection is geographically divided and allocated to small geographic areas called Traffic Analysis Zones (TAZs). There are over 1,700 TAZs in Palm Beach County. The TAZs in each municipality and in the unincorporated area are then combined to make projections for each municipality and the unincorporated area. The allocation of population to each TAZ is based upon projections of dwelling units in each TAZ as well as other demographic factors such as vacancy and seasonal rates. The latest population projection and allocation for Palm Beach County was conducted in 2015 prior to the incorporation of the City (2015 Palm Beach County Population Allocation Model (2015-PBC-PAM).)

Palm Beach County's population grew from 1,131,184 in 2000 to 1,320,134 in 2010 (U.S. Census 2000 DP-1 and 2010 DP-1). The population change during this decade was very uneven, reflecting both population booms and busts due to both local and national economic conditions. BEBR's latest population estimate for 2017 is 1,414,246, representing an increase of 94,010 persons since 2010 which included an estimated increase of about 22,400 persons from 2016 to 2017. The county's population has grown each year since 2010. The County is projected to increase its population by 345,856 persons between 2017 and 2040, a 24.5% increase (BEBR FPS 180). Table

2.1 shows the latest BEBR projections through 2040 as well as the projections used in the 2015-PBC-PAM. The latest BEBR medium projections published in 2018 for the year 2035 is 25,000 persons higher than the previous BEBR medium projections relied upon by Palm Beach County in the 2015-PBC-PAM. The 2018 BEBR medium population projection is higher for every five year increment from 2020 to 2045 than the previous year's BEBR projection. This substantially higher medium projection increases the projected demand for housing units in Palm Beach County over the course of the Westlake long term planning period. Palm Beach County's population grew from 1,131,184 in 2000 to 1,320,134 in 2010 (U.S. Census 2000 DP-1 and 2010 DP-1.) During this decade, the County population grew by 16.7%, averaging 18,895 people each year. Unincorporated Palm Beach County grew 12.7% averaging 6,600 people each year (BEBR Census Summary 2010.) BEBR's latest population estimate for 2016 is 1,391,741, representing an increase of 71,607 persons since 2010. The County is projected to increase its population by 343,359 persons between 2016 and 2040, a 25% increase (BEBR FPS 177.) Table 2.1 shows the latest BEBR projections through 2040 as well as the projections used in the 2015-PBC-PAM. The latest BEBR medium projections published in 2017 are 1,000+ persons higher than the previous BEBR medium projections relied upon by Palm Beach County in 2015.

Table 2.1: Palm Beach County Population Projections

	<u>2010 Census</u>	<u>2017</u>	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2035</u>	<u>2040</u>
<u>BEBR FPS-180</u>	<u>1,320,134</u>	<u>1,414,144</u>	<u>1,473,000</u>	<u>1,559,600</u>	<u>1,636,400</u>	<u>1,703,700</u>	<u>1,760,000</u>
<u>2015-PBC-PAM Projections</u>			<u>1,463,900</u>	<u>1,543,200</u>	<u>1,615,100</u>	<u>1,678,700</u>	<u>Not Available</u>

Table 2.1: Palm Beach County Population Projections

	2010 Census	2016	2020	2025	2030	2035	2040
BEBR FPS-177	1,320,134	1,391,741	1,465,900	1,550,600	1,619,100	1,679,700	1,735,100
Annual Increase		11,935	18,540	16,940	13,700	12,120	11,080
2015-PBC-PAM Projections			1,463,900	1,543,200	1,615,100	1,678,700	Not Available

Source: University of Florida Bureau of Economic and Business Research, Population Projections (FPS 177), U.S. Census Bureau, 2010 Decennial Census, DP-1, 2015-PBC-PAM

The TAZs associated with the City and the surrounding area are shown in Figure 2.1. The 2015-PBC-PAM allocated 4,546 dwelling units associated with the Minto West plan amendment to four TAZs (#1593, #864, #1058, and #1079) for year 2030. As these dwelling units were associated with a specific development approval, no dwelling units were allocated to those portions of the City that are outside of the Minto West development area. The areas within the City that received no allocation of dwelling units include the 119-acre Silverlake property, the 10-acre Grove Marketplace, and the 27-acre packing plant parcel. The Plan allows residential development to occur in each of these areas. The larger geographic area where residential development may now occur, the longer extended planning timeframe to 2038 instead of 2030, and the increased 2018 BEBR medium county population projections, which shows 25,000 more persons than assumed in the 2015-PBC-PAM, supports additional development opportunities for dwelling units and associated population. Therefore, the City projects 6,500 units by the year 2038, which corresponds to the long term planning period. This reflects a generally steady growth rate and considers growth trends in nearby cities. The densities established in the Future Land Use Element will accommodate the increase in dwelling units.

The 6,500 dwelling units are converted to permanent household population as follows. First, the total number of housing units is converted to an estimate of occupied housing units by subtracting units anticipated to be vacant or used for seasonal residents. Second, occupied housing units are converted to household population by applying an average population per household rate (PPH). PPH, vacancy rates, and seasonal housing rates are based upon the surrounding Census County Divisions (CCDs) which have population characteristics expected to be more comparable to the City than the county as a whole. These CCDs are located in the central portion of Palm Beach County between the eastern coastal communities and the western areas. Specifically, the City PPH, vacancy rate and seasonal rate are averages derived from the Royal Palm Beach-West Jupiter, Western Community, and Sunshine Parkway CCDs from the 2010 US Census. Figure 2.2 shows the boundaries of the CCDs. The vacancy rate used for the City is 7.45 percent. The seasonal rate is 5.85 percent. The PPH is 2.65. These rates are kept constant for the planning periods.

~~The TAZs associated with the City and the surrounding area are shown in Figure 2.1. The 2015-PBC-PAM allocated 4,546 dwelling units associated with the Minto West plan amendment to four TAZs (#1593, #864, #1058, and #1079) for year 2030. As these dwelling units were associated with a specific development approval, no dwelling units were allocated to those portions of the City which are outside of the Minto West development area. The areas within the City which received no allocation of dwelling units include the 119-acre Silverlake property, the 10-acre Grove Marketplace, and the 27-acre packing plant parcel. The Plan allows residential development to occur in each of these areas. The larger geographic area where residential development may now occur, the longer extended planning timeframe to 2038 instead of 2030, and the increased BEBR population projection supports additional development opportunities for dwelling units and associated population. Therefore, the City projects 6,500 units by the year 2038, which corresponds to the long term planning period. The densities established in the Future Land Use Element will accommodate the increase in dwelling units.~~

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Figure 2.1: Traffic Analysis Zones Map

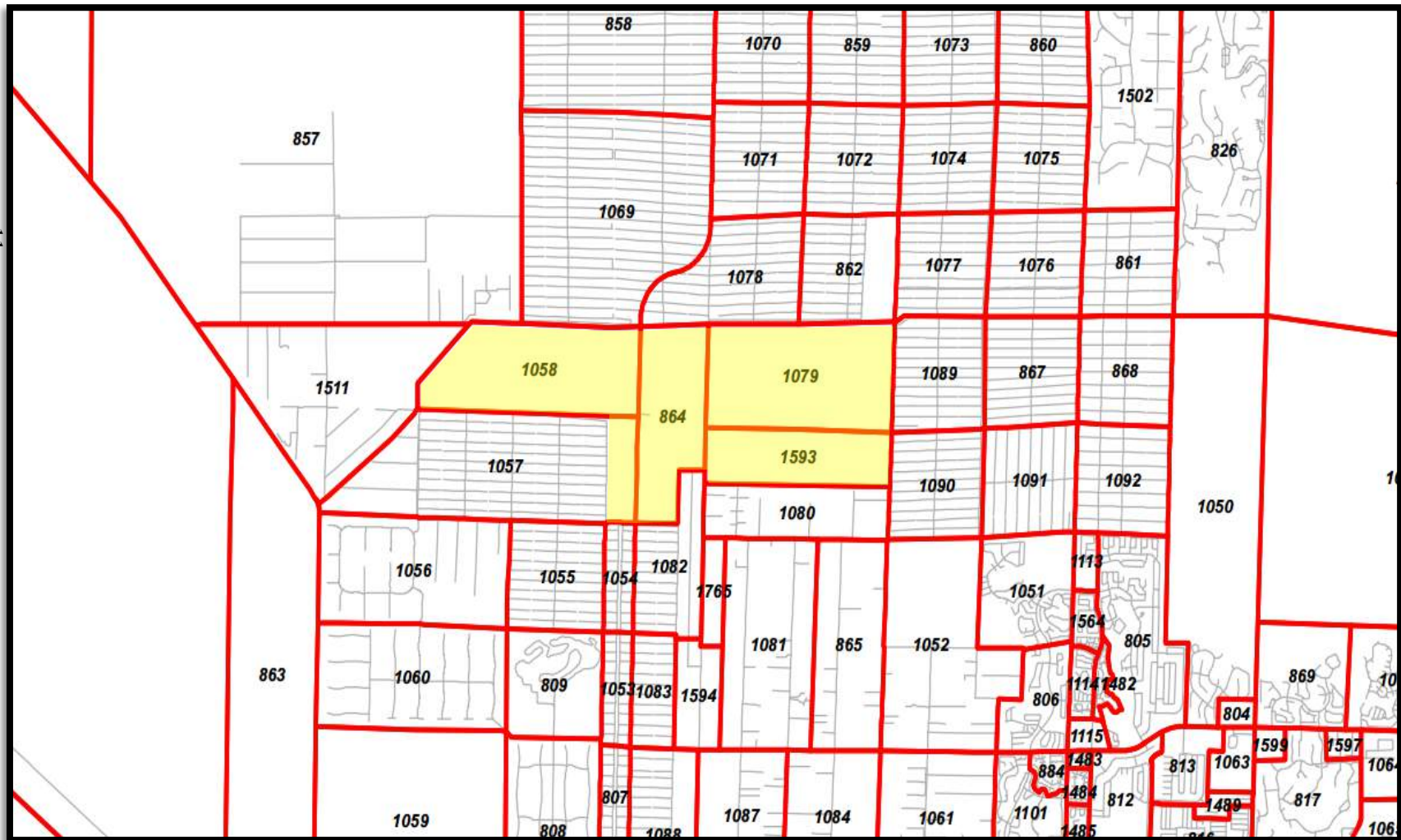
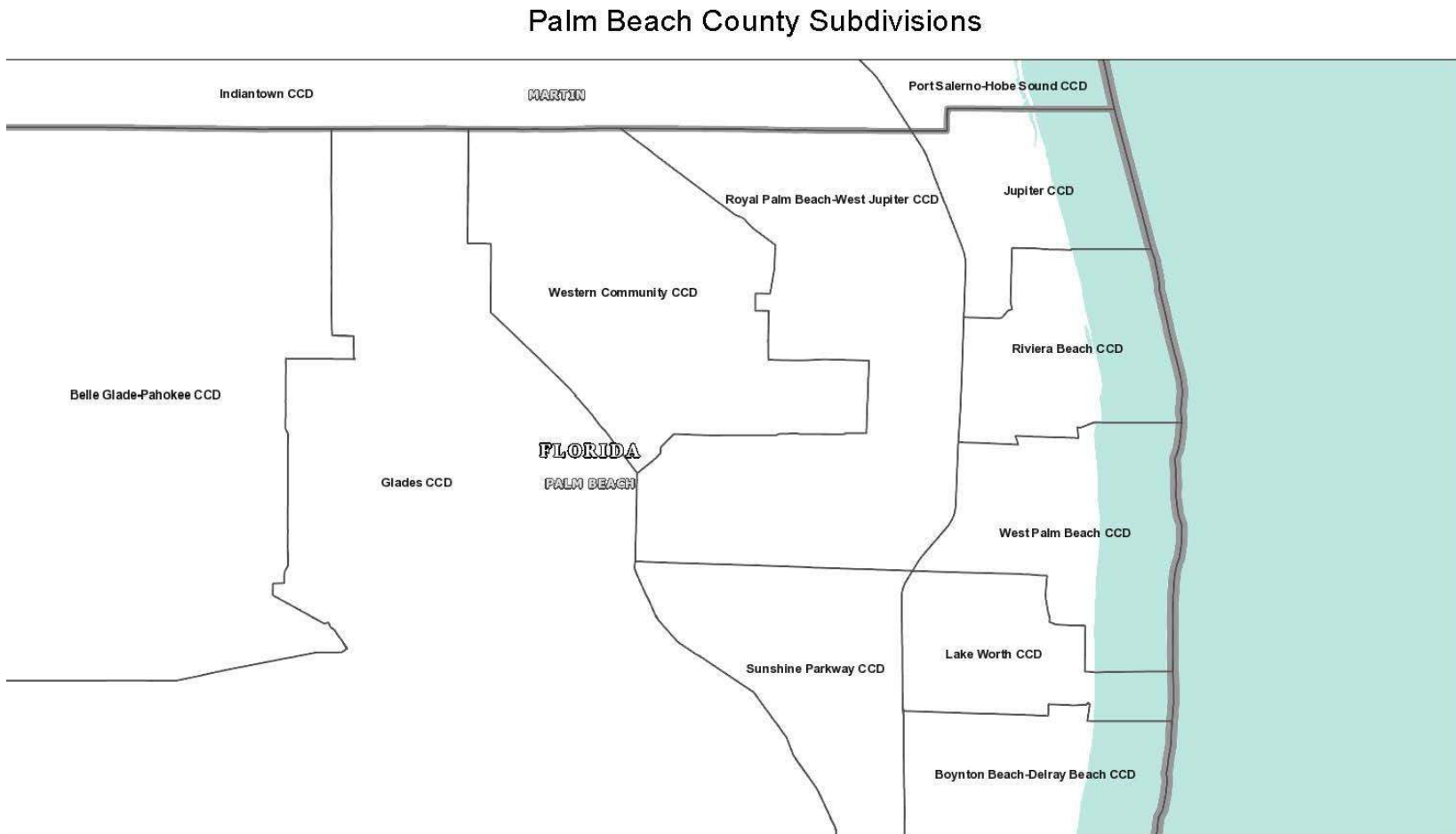


Figure 2.2: 2010 Census County Divisions (CCDs)



In addition to the permanent household population, some persons may live in group quarters (e.g. nursing homes.) The percent of permanent population expected to live in group quarters is zero in year 2023. However, a group quarters population is projected for 2038 by using the average group quarters rate from the same surrounding CCDs. The average group quarters rate is 0.642% which equates to 96 persons in 2038.

The permanent population estimate for 2018 and projections for years 2023 and 2038 are provided in Table 2.2A based on the anticipated development of housing units and assumptions for group quarters populations.

Table 2.2A: City Permanent Population Projections

Year	Total Housing Units	Permanent Population	Group Quarters Population	Population
2018	150	298	0	298
2023	1,575	3,619	0	3,619
2038	6,500	14,934	96	15,030

The seasonal population projection is based on the seasonal housing rate of 5.85% of projected housing units as well as the plan for a 150-room hotel. An estimate of 2 persons per seasonal house or hotel room is assumed. The seasonal projection is shown in Table 2.2B below.

Table 2.2B: City Seasonal Population Projections

Year	Housing Population	Hotel Population	Total Seasonal
2018	0	0	0
2023	184	300	484
2038	761	300	1,061

The total population projection, consisting of both permanent and seasonal residents is shown in Table 2.3.

Table 2.3: City Total Population Projection

Year	Permanent Population	Seasonal Population	Total Population
2018	298	0	298
2023	3,619	484	4,103
2038	15,030	1061	16,091

3.2 Maps of Current and Future Areas Served

See attached INF Map 4.1, Utility Service Area Map, depicting current and future City boundaries served by SID.

3.3 Potable Water Level of Service Standard Population and Potable Water Demand Projections

SID is the retail provider of potable water within the City. The relationship between the City and SID for provision of those services and facilities is detailed in the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”). There is an Interlocal Agreement between SID and Palm Beach County, dated April 18, 2006, which provides that SID can purchase bulk water from the County at a rate of up to 5.0 MGD for the next thirty (30) years with provisions to extend the agreement for 50 or more years. SID and Palm Beach County have invested in significant infrastructure in the City’s area to provide potable water service. The development of the City will not require additional capacity to provide potable water to the City; rather it utilizes existing excess capacity from existing infrastructure. SID maintains water distribution facilities for service within the City and will expand internal potable water distribution lines concurrent with development within the City.

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

The table below provides an analysis of potable water demand over the short and long-term planning periods. The first section identifies the level of service standards used for the planning analysis. The second section identifies existing and projected population and uses that require potable water. Existing non-residential square footages include the Grove Market commercial area and the packing house parcel which includes industrial and office uses. Square footage numbers are from the Palm Beach County property appraiser parcel database. Existing student numbers are based on school capacity numbers from the Palm Beach County School District 2016/17 Work Plan and anticipated students from a potential new school. New development square footage, hotel rooms, and college students are based on the Minto West development order existing development within the City. Projections of recreation and park day time visitors are based on averages derived from the National Recreation and Park Association 2016 study of park usage entitled “NRPA Americans’ Engagement with

Parks Survey.” The third section computes the current and projected demand for the 2023 and 2038 planning periods.

The anticipated facilities needed for the 2023 and 2038 planning periods are identified in Table 4.1 and are also depicted on attached INF. Map 4.2 and INF. Map 4.63.

Table 4.1: Potable Water Analysis

Potable Water Level of Service			
	Gallons Per Da		
Per Person	110		
Per square foot for Commercial, Civic, and Industrial	0.15		
Per Student	18		
Per Hotel Room	100		
Per visitor of park and recreation facilities	10		
Demand Generators			
	2018	2023	2038
Population (excluding hotel population)	298	3,803	15,791
Existing Commercial, Civic, and Industrial S.F.	180,581	180,581	180,581
New Commercial, Civic, and Industrial S.F.	75,000	650,000	2,200,000
Total Commercial, Civic, and Industrial S.F.	255,581	830,581	2,380,581
K-12 Students	4,463	4,463	5,433
College Students	0	0	3,000
Total Students	4,463	4,463	8,433
Hotel Rooms	0	150	150
Recreation and Park Daytime Visitors	0	650	2,600
Demand Projections			
	2018	2023	2038
Population (excluding hotel population)	32,780	418,330	1,737,010
Total Commercial, Civic, and Industrial	38,337	124,587	357,087
Total Students	80,334	80,334	151,794
Hotel Rooms	0	15,000	15,000
Recreation and Park Day Time Visitors	0	6,500	26,000
Total Demand (Gallons Per Day)	151,451	644,751	2,286,891

Potable Water Level of Service			
	Gallons Per Day		
Per Person	110		
Per square foot for Commercial, Civic, and Industrial	0.15		
Per Student	18		
Per Hotel Room	100		
facilities	10		
Demand Generators			
	2018	2023	2038
population)	298	3,803	15,791
Industrial S.F.	180,581	180,581	180,581
S.F.	75,000	650,000	2,200,000
S.F.	255,581	830,581	2,380,581
K-12 Students	4,463	4,463	5,433
College Students	0	0	3,000
Total Students	4,463	4,463	8,433
Hotel Rooms	0	150	150
Recreation and Park Daytime Visitors	0	650	2,600
Demand Projections			
	2018	2023	2038
population)	32,780	418,330	1,737,010
Total Commercial, Civic, and Industrial	38,337	124,587	357,087
Total Students	80,334	80,334	151,794
Hotel Rooms	0	15,000	15,000
Recreation and Park Day Time Visitors	0	6,500	26,000
Total Demand (Gallons Per Day)	151,451	644,751	2,286,891

3.4 Water Supply Provided by Local Government

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

3.5 Conservation

Neither the County nor the 2013 Lower East Coast Water Supply Plan Update identify specific programs within the City. However, as detailed below, the City will include conservation measures in its comprehensive plan and land development regulations to support the goals and address the issues identified in the LECWSP.

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

The City's Comprehensive Plan includes a number of policies, as detailed later in the Plan, that encourage conservation measures and the use of reuse water within the City. The City shall implement these policies through its Land Development Regulations and other programs in coordination with SID.

Restrictions in Permitted Water Use

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

Use of Florida-Friendly Landscape Principles

- The City's Land Development Code shall recommend the use of Florida-friendly landscaping materials including the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in *the South Florida Water Management District's Xeriscape Plant Guide II*. The City shall coordinate with the County to develop a model landscape/water efficiency ordinance and guidelines for adoption and application throughout the City.

Requirement of Ultra-Low Volume Plumbing in New Construction

- The City has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The County Code prohibits a City within its jurisdiction from enacting standards less stringent from the FBC. The City's Building and Inspection Services Division also includes in their procedures provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting certificates of occupancy.

Water Conservation Based Rate Structure

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

Meter Replacement Program

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

Rain Sensor Overrides for New Lawn Sprinkler System

- The City shall adopt the FBC, which requires the installation of rain sensors on new irrigation systems. Additionally, the City shall include provisions regarding rain sensors on automatic lawn sprinkler systems in its Land Development Code.

Public Information Program

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

3.5.2 Identify any Local Financial Responsibilities as Detailed in the CIE or CIS

The City does not have any local financial responsibilities.

3.6 Reuse

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

3.6.1 Local Government Specific Actions, Programs, Regulations, or Opportunities

The City supports water reuse initiatives under consideration by both the SFWMD and Palm Beach County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water. The City's comprehensive plan encourages both conservation of water and use of alternative water supplies, such as reclaimed water for irrigation.

3.6.2 Identify any Local Financial Responsibilities as Detailed in the CIE or CIS

The City does not have any local financial responsibilities.

4.0 CAPITAL IMPROVEMENTS

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

4.1 Work Plan Projects

Based on the population projections and a capacity analysis for the short-term planning period there is adequate facility capacity to maintain the adopted level of service standard for potable water supply as provided through interlocal agreements between SID and Palm Beach County. SID plans on expanding distribution lines for potable water and beginning the interconnection process of water with the County's lines within the 2023 planning period. SID's planned improvements for potable water are listed in the Capital Improvement Schedule and are shown on attached INF Maps 4.2 and 4.6. Pursuant to the ~~Interlocal Agreement between the City and SID~~the Westlake/SID Interlocal, these improvements have and will continue to be provided in order to ensure the achievement and maintenance of the adopted level of service standards for potable water and wastewater. SID is constructing facilities and otherwise facilitating these improvements using non-ad valorem assessments, developer contributions, and other sources of revenue.

4.2 Capital Improvements Element/Schedule regarding Potable Water

City of Westlake Capital Improvements Schedule, Fiscal Years 2017-18 – 2022-23

5-Year Capital Improvements Schedule: Potable Water Component									
<u>Project Description</u>	<u>Priority</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>Total Funding Amount</u>	<u>Funding Source*</u>
Town Center Parkway Phase 1A (TCP-E2)	High	\$135,781.00	-	-	-	-	-	\$135,781.00	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$130,149.26	-	-	-	-	-	\$130,149.26	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$111,501.21	-	-	-	-	-	\$111,501.21	Developer / Bonds
CS-E1	High	-	\$108,160.00	-	-	-	-	\$108,160.00	Developer / Bonds
Kingfisher (CS-E5)	High	-	\$92,404.19	-	-	-	-	\$92,404.19	Developer / Bonds
CS-E4	High	-	\$91,127.20	-	-	-	-	\$91,127.20	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High	-	-	\$125,317.80	-	-	-	\$125,317.80	Developer / Bonds
Saddle Bay Drive	High	-	-	\$91,000.00	-	-	-	\$91,000.00	Developer / Bonds
CS-E2	High	-	-	\$162,009.25	-	-	-	\$162,009.25	Developer / Bonds
CS-P	High	-	-	-	\$524,899.15	-	-	\$524,899.15	Developer / Bonds
Persimmon West (CS-W2)	High	-	-	-	-	\$191,214.00	-	\$191,214.00	Developer / Bonds
Town Center Parkway (E-4, E-5)	High	-	-	-	-	-	\$238,758.84	\$238,758.84	Developer / Bonds

Project	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23
Potable Water						
Extend water lines	\$325,000*	\$290,000*	\$1,020,000*	\$350,000*	\$550,000*	\$550,000*
Water interconnections with Palm Beach County lines:	\$250,000*	\$150,000*	\$150,000*	-	-	-
Reuse Water						
Install reuse lines	\$220,000*	\$197,000*	\$370,000*	\$128,000*	\$200,000*	\$200,000*
Wastewater						
Extend wastewater lines	\$250,000*	\$225,000*	\$425,000*	\$150,000*	\$300,000*	\$100,000*
Wastewater interconnections with Palm Beach County lines:	\$75,000*	\$100,000*	\$100,000*	-	-	-
Drainage						
Construct water management system	\$4,800,000*	\$1,800,000*	\$1,650,000*	\$1,650,000*	-	-
Transportation						
Construct 2 lane collector	\$1,300,000*	\$2,200,000*	\$1,320,000*	\$450,000*	\$500,000*	\$550,000*
TOTAL						
-	\$7,220,000	\$4,962,000	\$5,035,000	\$2,728,000	\$1,550,000	\$1,400,000

Source: *Seminole Improvement District (2016)*

*Funded through Seminole Improvement District contributions

|

5.0 GOALS, OBJECTIVES AND POLICIES

The following comprehensive plan goals, objectives, and policies (GOPs) have been reviewed for consistency with the Work Plan and have been adopted to implement the Plan:

Chapter 4 – Infrastructure Element

- Objective INF 1.1** In coordination with SID, provide potable water facilities that are cost effective, adequate, and maintain the adopted level of service (LOS) standard.
- Policy INF 1.1.1** ~~In coordination~~ with SID, on an annual basis to evaluate the capacity, operation, and maintenance of the water distribution system ~~on an annual basis to~~ maintain adopted ~~level of service~~LOS standards and to determine the need for the extension of facilities to meet future needs while maximizing the use of existing potable water facilities. The SID utility service area is shown in INF Map 4.1. SID purchases potable water from Palm Beach County for distribution within the City and will be the exclusive provider of potable water within the City.
- Policy INF 1.1.2** In coordination with SID, use the potable water ~~level of service~~LOS standards identified in Policies INF 1.1.3 and INF 1.1.4 to evaluate capacity for issuance of development orders.
- Policy INF 1.1.3** The potable water ~~level of service~~LOS standard for residential uses shall be 110 gallons per capita per day.
- Policy INF 1.1.4** The potable water ~~level of service~~LOS standards for non-residential uses shall be 150 gallons per 1,000 sq. ft. per day with the following exceptions: schools shall have a ~~level of service~~LOS standard of 18 gpd per student; hotels shall have a ~~level of service~~LOS standard of 100 gpd per room; and parks shall have a ~~level of service~~LOS standard of 10 gpd per visitor.
- Policy INF 1.1.5** Potable water facilities shall be available to serve development. New developments and redevelopments will be required to connect to the centralized water facilities ~~when such facilities become available.~~
- Policy INF 1.1.6** Adequate water supplies and potable water facilities shall be in place and available to serve new development no later than the issuance by the City of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the City shall consult with SID to determine whether adequate water supplies ~~exists to~~ serve the new development will be available no later than the anticipated

date of issuance by the City of a certificate occupancy or its functional equivalent.

Policy INF 1.1.7 ~~To the extent it has jurisdiction, the City will not permit domestic self-supply potable water wells within the City.~~

Objective INF 1.2

Provide adequate, efficient and safe water distribution to accommodate existing and future demand.

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

Policy INF 1.2.2 Comply with the adopted ~~Water Supply Facilities~~ Work Plan to ensure that adequate water supply and potable water facilities are available to serve the demands of City residents.

~~**Policy INF 1.2.3** Coordinate the availability of potable water supply and water supply facilities with the land uses shown on the Future Land Use Map (FLU Map 2.1).~~

Policy INF 1.2.34 Coordinate with the ~~South Florida Water Management District SFWMD~~ to continue to protect and conserve ground and surface waters.

Policy INF 1.2.45 Designate minimum fire flow and related water pressure requirements in the Land Development Regulations.

Policy INF 1.2.56 The anticipated infrastructure for potable water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for potable water for the long term planning period is shown on INF Map 4.36.

Objective INF 1.4

In coordination with SID, provide reuse water to accommodate existing and future demand.

Policy INF 1.4.1 Coordinate with SID to provide reuse water for landscape irrigation. Where reuse water is unavailable, surface water may be used as a source of irrigation water. To the extent it has jurisdiction, the City will not permit domestic self-supply wells to supply water for irrigation within the City.

Policy INF 1.4.2 New developments and redevelopment will be required to connect to the centralized reuse water facilities where reuse water is available. The City shall coordinate with SID to maximize the use of existing reuse facilities for the provision of reuse water.

Policy INF 1.4.3 The anticipated infrastructure for reuse water for the short term planning period is shown on INF Map 4.2. The anticipated infrastructure for the reuse and irrigation facilities for the long term planning period are shown on INF Map 4.34. SID purchases reuse water from Palm Beach County for distribution within the City and will be the exclusive provider of reuse water within the City.

Objective INF 1.7 Provide adequate and effective protection of water resources, including the surficial aquifer, within the City.

Policy INF 1.7.1 Coordinate with SFWMD to implement applicable regional water resource projects, which may reduce losses of excess stormwater to tide, recharge the surficial aquifer, protect the functions of natural groundwater recharge areas and natural drainage features (to the extent they exist), and provide water to preserve areas for additional surface water storage.

Policy INF 1.7.2 Support the SFWMD 2013 Lower East Coast Regional Water Supply Plan Update and coordinate with SFWMD on its implementation.

Policy INF 1.7.3 Coordinate with SFWMD to develop public information and education programs that promote water conservation.

Chapter 5 – Conservation Element

Objective CON 1.3 Preserve and protect the quantity and quality of ground and surface waters.

Policy CON 1.3.1 Require that the impacts of development on stormwater runoff and water quality be addressed during the development approval process by requiring development to receive and comply with all applicable state and federal environmental permits.

Policy CON 1.3.2 For all amendments to this Plan, evaluate the presence of wetlands on the parcel of land at issue, and direct land uses on such parcels that are incompatible with the protection and conservation of wetlands and wetland functions away from such wetlands, or

require appropriate mitigation to compensate for loss of wetlands. The type, intensity or density, extent, distribution, and location of allowable land uses and the types, values, functions, sizes, conditions, and locations of wetlands are land use factors that shall be considered when directing incompatible land uses away from wetlands.

Policy CON 1.3.3 Coordinate with SID during the development order approval process concerning the impacts of development orders on stormwater runoff and water quality to ensure compliance with applicable requirements of SID and the state, and other governmental entities with jurisdiction.

Policy CON 1.3.4 Coordinate with SID to protect water resources within the City from activities and land uses that adversely impact water quality and quantity. Protection can include appropriate mitigation and best management practices.

Policy CON 1.3.5 Comply with Palm Beach County Wellfield Protection Ordinance.

Policy CON 1.3.6 Require new development and redevelopment to use reuse water for irrigation where it is available ~~(INF Map 4.2 shows potable water, wastewater, and reuse water pipelines through the 2023 planning period).~~

Policy CON 1.3.7 Ensure development complies with applicable state and federal criteria for the protection of wetlands.

Policy CON 1.3.8 Ensure development orders are only approved in special flood hazard areas in accordance with established Florida Building Codes and Federal Emergency Management Agency (FEMA) standards.

Policy CON 1.3.9 Require emergency conservation of water resources in accordance with the SFWMD plans.

Policy CON 1.3.10 Encourage the use of water-conserving fixtures in all new construction and redevelopment projects consistent with the Florida Building Code.

Policy CON 1.3.11 Coordinate with SFWMD and SID to provide information resources regarding water conservation.

Policy CON 1.3.12 Promote water efficient landscapes by coordinating with the SFWMD and Palm Beach County Extension Office of the University of Florida Institute of Food and Agriculture Services (Palm Beach County IFAS Extension) on their Florida Friendly Landscaping programs.

Policy CON 1.3.13 The M Canal serves as a source of public water supply to the City of West Palm Beach. The Plan recognizes the M Canal as an allowed

conservation use within the civic and residential Future Land Use Categories. Development is prohibited within the M Canal right of way. Further, development shall be prohibited north of the M Canal right of way and within the 100 feet south of the M Canal right of way. This does not prohibit construction of roads or any development in the M Canal right of way related to the expansion, operation and maintenance of the M Canal. The Land Development Regulations shall address compatibility between the M Canal and any adjacent development. The City will coordinate with SFWMD and SID to encourage drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Policy CON 1.3.14 To the extent the City has jurisdiction, require drainage from development within the City to discharge into the SID drainage system as permitted by SFWMD, and not into the M Canal.

Chapter 8 – Capital Improvement Element

Objective CIE 1.1

Plan for adequate public facilities including transportation, potable water, wastewater, reuse water, drainage, and recreation in coordination with SID to serve existing and future populations.

Policy CIE 1.1.1

Adopt and maintain a 5-Year Schedule of Capital Improvements, set forth below in Table 8.1, which will be reviewed and updated on an annual basis. Capital improvements shall be included in the 5-Year Schedule of Capital Improvements based on the criteria below. Projects necessary to ensure the achievement and maintenance of adopted level of service (LOS) standards shall be prioritized for funding based on ~~these~~ the following criteria.

- a) The elimination of public health and safety hazards;
- b) The correction of capacity deficiencies in order to achieve the adopted ~~level of service~~ LOS standards;
- c) The need for capital improvements to accommodate new or approved projects or additional growth in order to achieve and maintain the adopted ~~level of service~~ LOS standards.
- d) The extent to which costs associated with the capital improvement can be funded from existing revenues;
- e) The extent to which the capital improvement will meet the Goals, Objectives and Policies of the ~~is~~ Plan;

- f) The extent to which the capital improvement will generate revenues or otherwise produce positive benefits for the City;
- g) Financial feasibility;
- h) Consideration of the plans of local, county and state agencies providing public facilities; and
- i) The need for the renewal of and replacement of existing public facilities.

Policy CIE 1.1.2 Implement the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”)~~Execute an interlocal agreement with SID~~ to 1) provide for coordination regarding the entity responsible for funding and constructing required capital improvement projects identified in the 5-Year Schedule of Capital Improvements and 2) coordinate with~~require~~ SID ~~to~~ to ensure funding and construction ~~all~~ of the public facilities enumerated 5-Year Schedule of Capital Improvements where ~~it~~ SID is responsible for providing those facilities.

~~**Policy CIE 1.1.3** Evaluate, on an annual basis, the plan to adequately provide facilities and services for the land uses on the Future Land Use Map (FLU Map 2.1).~~

Policy CIE 1.1.34 Coordinate with SID and other local governments on funding sources for capital improvement projects. A variety of funding sources may be used to provide capital improvements. These may include developer assessments or contributions, ad valorem taxes, general revenues, other assessments, tax increment funds, grants, and private funds.

Policy CIE 1.1.45 In coordination with SID, pursue state and federal grant opportunities to fund projects in the 5-Year Schedule of Capital Improvements. The City shall provide a status report regarding any grants that have been applied for or received for projects within the Capital Improvement Element.

~~**Policy CIE 1.1.56** As fiscal years progress, a new fifth year will be added to the %-Year Schedule of Capital Improvements ~~schedule~~annually.~~

Policy CIE 1.1.67 Include in its annual update of its 5-Year Schedule of Capital Improvements any necessary improvement or projects identified in the City’s ten-year Water Supply Facility Work Plan.

Policy CIE 1.1.89

Review and update, on an annual basis, the Capital Improvements Element of the Plan. This review shall also ensure consistency between the Future Land Use, Transportation, Infrastructure Elements and the Capital Improvements Element.

Objective CIE 1.2

Achieve and maintain adopted level of service standards.

Policy CIE 1.2.1

Utilize level of service standards identified in the Plan as set forth in Table 8.2 to evaluate public facility's needs.

Table 8.2: Level of Service Standards

Service	Level of Service Standard
Potable Water Transportation	<ul style="list-style-type: none"> • 110 gallons per capita per day (residential) • 150 gallons of wastewater per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and ○ parks shall have a level of service standard of 10 gpd per visitor <p style="margin-left: 20px;">Arterials—D Minor Arterial—D Collector—D Local—D</p>
Potable Water	<ul style="list-style-type: none"> • 110 gallons per capita per day (residential) • 150 gallons of wastewater per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and ○ parks shall have a level of service standard of 10 gpd per visitor
Wastewater	<ul style="list-style-type: none"> • 100 gallons of wastewater per capita per day (residential) • 150 gallons of wastewater per 1,000 sq. ft. per day (non-residential), except that: <ul style="list-style-type: none"> ○ schools shall have a level of service standard of 18 gpd per student; ○ hotels shall have a level of service standard of 100 gpd per room; and ○ parks have a level of service standard of 10 gpd per visitor
Solid Waste	7.02 lbs. per capita per day
Stormwater (drainage)	<p>Stormwater treatment standards shall be consistent with the applicable requirements included in Chapter 62, F.A.C.</p> <p>Level of Service Standards:</p>

Service	Level of Service Standard		
	Storm Event	Intensity of Rainfall (in.)	Drainage Level of Service
	10-year 1 day	7.4	Local Roads and Parking Lots
	25-year 3 day	12	Arterial Roads, Perimeter Berm and Peak Discharge
	100-year 3 day, zero discharge	14	Finished Floors
	Elevation (NAVD 88)	Drainage Level of Service	
	18.23	Local Road Crown	
	18.23	Parking Lots	
	19.23	Arterial Road Crown	
	19.83	Finished Floors	

Policy CIE 1.2.2 The City's Land Development Regulations shall provide provisions for the timely completion and maintenance of the capital improvements required by the Plan.

~~**Policy CIE 1.2.3** Amend the Plan and Land Development Regulations as needed to maintain consistency between accepted methods of measuring the Level of Service on SIS or County thoroughfare roads and the most current methods adopted by the FDOT or County, respectively.~~

Objective CIE 1.3

Demonstrate the City's ability to provide the needed improvements identified in this Plan and to manage the land development process so that public facility needs created by development orders do not exceed the ability of the City to fund or require these ~~improvements~~ facilities.

Policy CIE 1.3.1 In coordination with SID, ensure that new development bears a proportionate cost for public facility improvements by utilizing a variety of mechanisms to assess and collect impact fees, mobility fees, dedications and/or contributions from private development.

Policy CIE 1.3.2 Maintain and improve, as part of the Land Development Regulations, a concurrency management system for wastewater, solid waste, drainage, and potable water. The concurrency management system shall require that:

- a) A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary public facilities and services are in place and available to serve the new development; or

- b) At the time the development order or permit is issued, the necessary facilities, services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220-3243, Florida Statutes, to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy or its functional equivalent; or
- c) At the time of the issuance of a certificate of occupancy or its functional equivalent the necessary facilities, services and supply shall be in place and available to serve the new development.

Policy CIE 1.3.4

Require developers to provide public facilities such as drainage, roads, water and wastewater lines, ~~and~~ that are not otherwise being provided by SID. These facilities shall be designed and constructed according to City and SID standards.

Policy CIE 1.3.5

In coordination with SID, periodically evaluate the fees, assessments, and exactions necessary to balance the capital improvements needs and available revenue sources.

6.0 REGIONAL ISSUES IDENTIFIED IN REGIONAL WATER SUPPLY PLANS

A summary of the issues for ~~each Regional~~ the 2013 Lower East Coast Water Supply Plan can be found below. More detailed information can be found in the applicable Regional Water Supply Plan; a web link has been included for additional information. ~~As of April 11, 2014, the current round of plan updates have not been approved for the Lower Kissimmee Basin and Upper Kissimmee Basin Water Supply regions; as plans are approved in these regions, this document will be updated to include the major issues.~~

~~6.1 UPPER EAST COAST WATER SUPPLY PLAN~~

~~Detailed information on the regional issues can be found in Chapter 3, Issues and Evaluations, in the Upper East Coast Water Supply Plan. The information can be accessed _____ at:~~

~~<http://www.sfwmd.gov/portal/page/portal/xrepository/sfwmdrepositorypdf/2011uecwspupdateplanningdoc.pdf>~~

~~Briefly, the issues are:~~

- ~~Increased withdrawals from the Surficial Aquifer System are limited~~
- ~~C-23, C-24, and C-25 Canal Surface Water Availability is insufficient~~
- ~~Freshwater discharges to coastal resources are problematic~~

~~6.2 Lower West Coast Water Supply Plan~~

~~Detailed information on the regional issues can be found in Chapter 3, Issues and Evaluations, in the Lower West Coast Water Supply Plan. The information can be accessed _____ at:~~

~~<http://www.sfwmd.gov/portal/page/portal/xrepository/sfwmdrepositorypdf/lwcplanningdoc2012.pdf>~~

Briefly, the issues are:

~~Increased withdrawals from the Surficial Aquifer and Intermediate Aquifer Systems are limited~~

~~Lake Okeechobee Service Area Restricted Allocation Area criteria~~

~~Freshwater discharges to the Caloosahatchee Estuary~~

6.3 — Lower East Coast Water Supply Plan

Detailed information on the regional issues can be found in Chapter 5, Evaluation of Water Source Options, in the Lower East Coast Water Supply Plan. The information can be accessed at:

<http://www.sfwmd.gov/portal/page/portal/xweb%20-%20release%203%20water%20supply/lower%20east%20coast%20plan#wspdocs>

Briefly, the issues are:

1. Increased withdrawals from both the Surficial Aquifer System and surface water from Lake Okeechobee are limited
2. Conservation continues to be relied upon to reduce per capita use and a means to potentially delay or perhaps avoid adding capacity
3. Use of reclaimed water continues to be important alternative source in the region and helps to meet requirements of the 2008 Leah G. Schad Ocean Outfall Program

6.4 — Lower Kissimmee Basin Water Supply Plan

~~Detailed information on the regional issues can be found in Chapter 3, Water Resource analyses — Current and Future Conditions, in the Lower Kissimmee Water Supply Plan. The information can be accessed at:~~

~~<http://www.sfwmd.gov/portal/page/portal/xweb%20-%20release%203%20water%20supply/kissimmee%20basin%20plan>~~

~~Briefly, the issues are:~~

- ~~1. Regulatory limitations on surface waters from Lake Istokpoga and Lake Okeechobee~~
- ~~2. Future water needs of the Kissimmee River Restoration Project~~
- ~~3. The effects of groundwater withdrawals on Lake Wales Ridge water bodies~~

6.5 — Upper Kissimmee Basin Water Supply Plan

~~For information on the Upper Kissimmee Basin Water Supply Plan and available draft documents, please go to:~~

~~<http://www.sfwmd.gov/portal/page/portal/xweb%20-%20release%203%20water%20supply/upper%20kissimmee%20basin%20plan>~~

File Attachments for Item:

C. City/SID Intergovernmental Relationships and Areas of Responsibility and Authority - SID

Submitted By: Kenneth Cassel, City Manager



Meeting Agenda Item Coversheet

MEETING DATE:		10/07/2020	Submitted By: Kenneth Cassel, City Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		City/SID Intergovernmental Relationships and Areas of Responsibility and Authority - SID		
STAFF RECOMMENDATION: (MOTION READY)				
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>	Presentation – SID Water Control Plan Creation Documents – Chapter 200-43 Laws of Florida Statutory Authority – F.S. Chapter 298 Drainage and Water Control Water Control Plan – Seventh Amendment			
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> <u>Please keep text indented.</u>				
FISCAL IMPACT (if any):				\$

SEMINOLE IMPROVEMENT DISTRICT

Water Control Plan



What's a special district?

- “Special district” means a unit of local government created for a special purpose, as opposed to a general purpose, which has jurisdiction to operate within a limited geographic boundary and is created by general law, special act, local ordinance, or by rule of the Governor and Cabinet...

Florida Department of Economic Opportunity

Florida Special District Handbook

- Benjamin Franklin established the first special district on December 7, 1736, when he created the Union Fire Company of Philadelphia, a volunteer fire department.
- In Florida, the first special districts were created almost 200 years ago.
- There are more than 1750 special districts in Florida
 - 633 Dependent Special Districts
 - 1140 Independent Special Districts

Independent versus Dependent Special Districts

- There are two types of special districts:
 - Independent Special Districts –
 - have independent authority from Florida Legislature;
 - NOT reliant on County or Municipality for board members or budget.
 - Dependent Special Districts –
 - generally “under” the County or municipality that created them
 - Board members are the same as or appointed by the City/County Council members; and/or
 - District requires the City/County to approve their budget.
- SID is an Independent Special District.

Florida Department of Economic Opportunity

Florida Special District Handbook

Simply put, special districts are units of local **special-purpose** government. Special districts are very similar to municipalities and counties (local **general-purpose** government). In fact, all three are more alike than they are different. All three:

- Have a governing body with policy-making powers,
- Provide essential governmental services and facilities, and
- Operate within a limited geographical area.

The main difference is their purpose:

- Municipalities and counties:
 - Provide local general governmental services, and
 - Have broad powers (Home Rule).
 - May exercise any municipal power not prohibited by the constitution, general law, or special act.
- Special districts:
 - Provide local specialized governmental services, and
 - Have limited, related and explicitly prescribed powers.
 - Only authorized to exercise powers explicitly granted, or necessarily implied in order to discharge statutory duties

The terms "public body," "body politic" and "political subdivision" include special districts (see section 1.01(8), Florida Statutes).

Another form of local government

- Governments of equal dignity
- Created for a special purpose
- Can be independent, or dependent
- SID is an independent special district
- SID was created by the Florida Legislature (not local ordinance)
- Like municipalities, empowered and limited by statutes and constitution

Another form of local government

- Select Examples in Florida Constitution:
 - **Article III – Legislature, Section 11. Prohibited special laws.** —(a) There shall be no special law or general law of local application pertaining to:(1) election, jurisdiction or duties of officers, except officers of municipalities, chartered counties, special districts or local governmental agencies.
 - **Article VII – Finance and Taxation, Section 9. Local Taxes.** – Counties, school districts, and municipalities shall, and special districts may, be authorized by law to levy ad valorem taxes...
 - **Article VIII – Local Government, Section 4. Transfer of Powers.** — By law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law.

History of SID and Westlake

1970: The Seminole Water Control District Incorporates

1988: SWCD enabling act amended

2000: Florida Legislature adopts SID's current enabling act, renaming SWCD to SID.

October 2014: Palm Beach County approves Minto's Development Orders

October 2015: SID updates its water control plan to account for the vested density and intensity in Minto's Development Orders

2016: SID residents approve incorporation and conversion plan, and Westlake becomes a City

February 2018: SID-Westlake Interlocal Agreement adopted

March 2018: Westlake Comprehensive Plan adopted



City Charter

- The City was the first of its kind in Florida – the first to be created by a special district with the municipal conversion process.
- Like all cities, the City is subject to a charter, which was approved by the incorporation vote in 2016.



City Charter



- Charter provisions include:
 - **Seminole Improvement District continuation and transfer.** The Seminole Improvement District, an independent special district created by a special act of the Legislature, shall become a dependent district of the City of Westlake on the earlier to occur of thirty (30) years after the effective date of this Charter, or the date mutually agreed to by the City and the District (the "Transition Date"). All special acts of the Seminole Improvement District shall become Ordinances of the City of Westlake on the Transition Date. § 13(E).
 - **Non-Duplication of Services:** The City shall not exercise any function or provide any service being performed by or provided by Seminole Improvement District prior to the Transition Date. § 13(F).
 - **Non-Duplication of Regulatory Programs.** The City shall not adopt any ordinance governing an activity which is subject to review or permitting by a state or federal regulatory program. § 13(G).

Chapter 2000-431 Laws of Florida

SID's Enabling Act



- Section 3. District created and boundaries thereof.—**For the purposes of providing public infrastructure, services,** the assessment, levy, and collection of taxes, non-ad valorem assessments and fees, the operation of District facilities and services, and all other purposes stated in this act consistent with chapters 189 and 298.

Chapter 2000-431 Laws of Florida

SID's Enabling Act



- Section 5. Powers of the District: compliance with county plans and regulations.—

(1) Said District shall have the following powers:

(b) **To acquire by purchase, gift, or condemnation real and personal property**, either or both, within or without the district, and to convey and dispose of such real and personal property, either or both, as may be necessary or convenient **to carry out the purposes, or any of the purposes, of this act, and chapter 298, Florida Statutes;**

Chapter
2000-431
Laws of Florida

SID's Enabling
Act



f) To construct, improve, pave, and maintain roadways and roads necessary and convenient for the exercise of the powers or duties or any of the powers or duties of said District or the supervisors thereof: and to include as a component of roads, parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of a modern road system:

...

(r) To borrow money and issue negotiable or other bonds of said District as hereinafter provided: to borrow money, from time to time, and issue negotiable or other notes of said district therefore, bearing interest at not exceeding the maximum interest allowable by law, in anticipation of the collection of taxes, levies, and assessments or revenues of said district, and to pledge or hypothecate such taxes, levies, assessments, and revenues to secure such bonds, notes, or obligations, and to sell, discount, negotiate, and dispose of the same:

What is a Water Control Plan?

- “Water control plan” means the **comprehensive operational document that describes the activities and improvements to be conducted by a water control district** authorized under this chapter and includes any district “plan of reclamation,” “water management plan,” or “plan of improvement” that details the system of water management improvements implemented by a water control district.



Florida Statutes, Chapter 298

- 298.225 Water Control Plan; plan development and amendment.

Florida Statutes – Water Control Plan – 5 year requirement

- **298.225 Water control plan; plan development and amendment.**
- (1) Effective October 1, 1998, any plan of reclamation, water management plan, or plan of improvement developed and implemented by a water control district created by this chapter or by special act of the Legislature is considered a “water control plan” for purposes of this chapter.
- (3) Each water control plan for a district or unit must contain, if applicable:
 - (g) **Detailed descriptions of facilities and services** that the water control district plans to provide within 5 years.
- (7) The board of supervisors must review the water control plan at least every 5 years following its initial development and adoption, **and to the extent necessary**, amend the plan in accordance with s. [298.301](#).

§ 298.225, Continued

- (8) If the preparation of a water control plan, engineer's report, or amendments thereto under this section do not result in revision of the district's current plan or require the increase of any levy of assessments or taxes beyond the maximum amount previously authorized by general law, special law, or judicial proceeding, a change in the use of said assessments or taxes, or substantial change to district facilities, the provisions of s. [298.301](#)(2)-(9) do not apply to the plan adoption process. This section and [s. 298.301](#) do not apply to minor, insubstantial amendments to district plans or engineer's reports, and such amendments or reports may be adopted by resolution of the board of supervisors. Minor, insubstantial amendments include amendments to the water control plan which replace, relocate, reconstruct, or improve and upgrade district facilities and operations consistent with the adopted water control plan, but which do not require increasing assessments beyond the maximum amount authorized by law, or amendments to engineer's reports which do not increase the total assessment of benefits.

Florida Statutes – When works are insufficient

§298.329,
Florida
Statutes

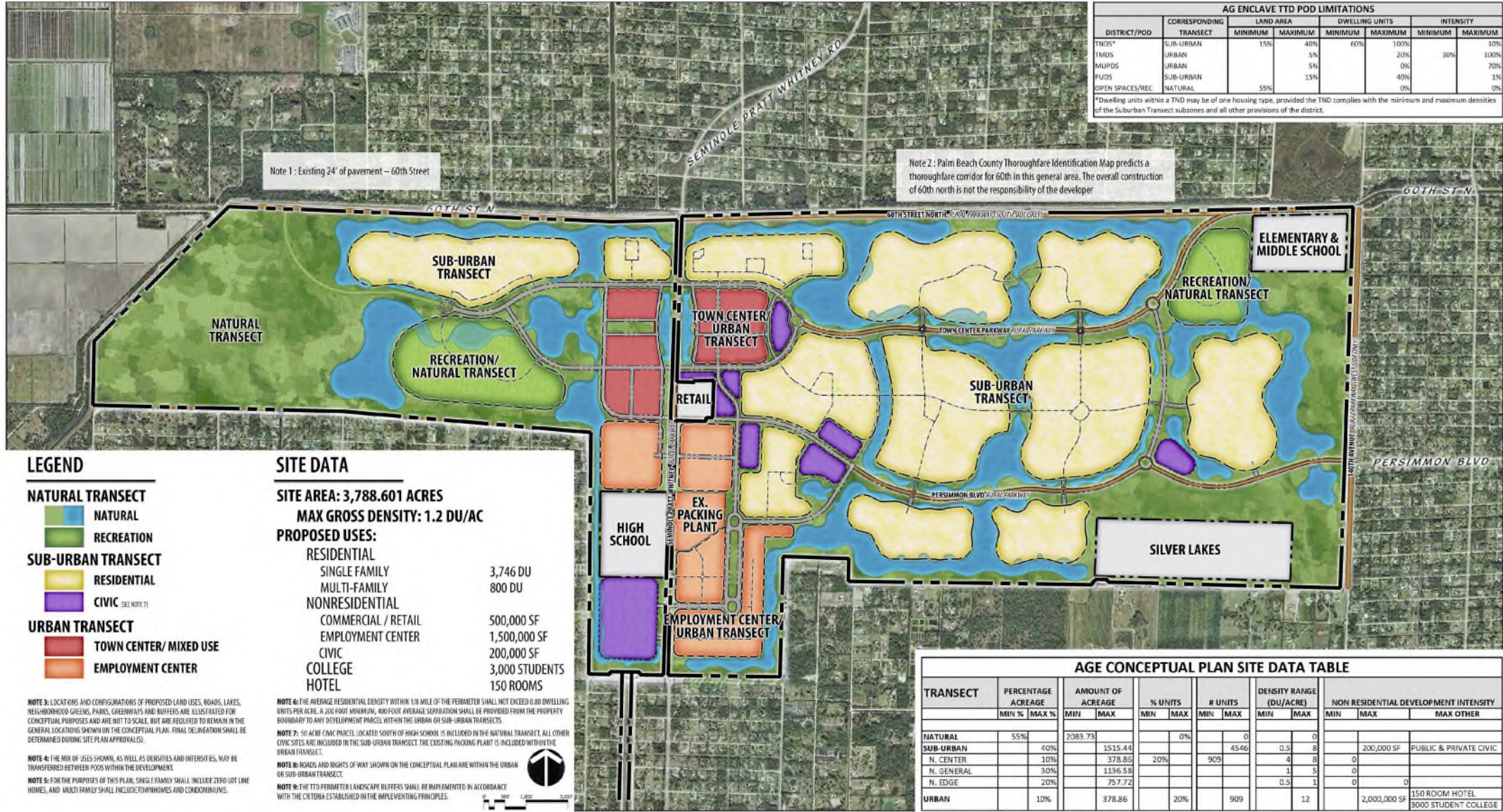
- **When works insufficient, supervisors have power to make a new or amended plan; additional levy; issuance of bonds; procedure.**
- (1) If the works set out in the district water control plan are found insufficient to develop, in whole or in part, any or all of the lands of the district, the board of supervisors shall have the right to formulate a new or amended water control plan, containing new or modified public infrastructure or other authorized works, and additional assessments may be made in conformity with s. [298.305](#), the same to be made in proportion to the increased benefits accruing to the lands because of the additional works...

Comprehensive Plan Amendment Staff Report

Minto West Amendment— Round 14-3

- ...that the provision of service delivery and adequate public facilities should be timed in such a way that they prioritize already developed areas with deficiencies as well as growth in a timely manner. The Enclave has the potential to provide most of their own internal infrastructure needs through SID.

Section IX, FLUA Amendment Data and Analysis Summary, B. Consistency with Managed Growth Tier System, p. 24.



Note 1: Existing 24' of pavement – 60th Street

Note 2: Palm Beach County Thoroughfare Identification Map predicts a thoroughfare corridor for 60th in this general area. The overall construction of 60th north is not the responsibility of the developer

DISTRICT/POD	CORRESPONDING TRANSECT	LAND AREA		DWELLING UNITS		INTENSITY	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
TUDS*	SUB-URBAN	15%	40%	60%	100%	30%	10%
TUDS	URBAN		5%		20%		100%
MURPS	URBAN		5%		0%		70%
PLDS	SUB-URBAN		15%		40%		3%
OPEN SPACES/REC	NATURAL	55%			0%		0%

*Dwelling units within a TTD may be of one housing type, provided the TTD complies with the minimum and maximum densities of the Suburban Transect subzones and all other provisions of the district.

LEGEND

- NATURAL
- RECREATION
- SUB-URBAN TRANSECT
- RESIDENTIAL
- CIVIC (SEE NOTE 7)
- URBAN TRANSECT
- TOWN CENTER/ MIXED USE
- EMPLOYMENT CENTER

SITE DATA

SITE AREA: 3,788.601 ACRES
MAX GROSS DENSITY: 1.2 DU/AC
PROPOSED USES:
 RESIDENTIAL
 SINGLE FAMILY 3,746 DU
 MULTI-FAMILY 800 DU
 NONRESIDENTIAL
 COMMERCIAL / RETAIL 500,000 SF
 EMPLOYMENT CENTER 1,500,000 SF
 CIVIC 200,000 SF
 COLLEGE 3,000 STUDENTS
 HOTEL 150 ROOMS

NOTE 3: LOCATIONS AND CONFIGURATIONS OF PROPOSED LAND USES, ROADS, LAKES, NEIGHBORHOOD GREENS, PARKS, GREENWAYS AND BUFFERS ARE ILLUSTRATED FOR CONCEPTUAL PURPOSES AND ARE NOT TO SCALE, BUT ARE REQUIRED TO REMAIN IN THE GENERAL LOCATIONS SHOWN ON THE CONCEPTUAL PLAN. FINAL DELINEATION SHALL BE DETERMINED DURING SITE PLAN APPROVALS.
 NOTE 4: THE MIX OF USES SHOWN, AS WELL AS DENSITIES AND INTERESTS, MAY BE TRANSFERRED BETWEEN PODS WITHIN THE DEVELOPMENT.
 NOTE 5: FOR THE PURPOSES OF THIS PLAN, SINGLE FAMILY SHALL INCLUDE ZERO LOT LINE HOMES, AND MULTI FAMILY SHALL INCLUDE TOWNHOMES AND CONDOMINIUMS.

NOTE 6: THE AVERAGE RESIDENTIAL DENSITY WITHIN 1/8 MILE OF THE PERIMETER SHALL NOT EXCEED 0.10 DWELLING UNITS PER ACRE. A 200-FOOT MINIMUM, 400-FOOT AVERAGE SEPARATION SHALL BE PROVIDED FROM THE PROPERTY BOUNDARY TO ANY DEVELOPMENT PARCEL WITHIN THE URBAN OR SUB-URBAN TRANSECTS.
 NOTE 7: 50 ACRE CIVIC PARCEL LOCATED SOUTH OF HIGH SCHOOL IS INCLUDED IN THE NATURAL TRANSECT. ALL OTHER CIVIC SITES ARE INCLUDED IN THE SUB-URBAN TRANSECT. THE EXISTING PACKING PLANT IS INCLUDED WITHIN THE URBAN TRANSECT.
 NOTE 8: ROADS AND RIGHTS OF WAY SHOWN ON THE CONCEPTUAL PLAN ARE WITHIN THE URBAN OR SUB-URBAN TRANSECT.
 NOTE 9: THE TTD PERIMETER LANDSCAPE BUFFERS SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE CRITERIA ESTABLISHED IN THE IMPLEMENTING PRINCIPLES.

TRANSECT	PERCENTAGE ACREAGE		AMOUNT OF ACREAGE		% UNITS		# UNITS		DENSITY RANGE (DU/ACRE)		NON RESIDENTIAL DEVELOPMENT INTENSITY			
	MIN %	MAX %	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	OTHER	
NATURAL	55%		2083.73			0%		0						
SUB-URBAN		40%	1515.44				4546		0.5	8		200,000 SF	PUBLIC & PRIVATE CIVIC	
N. CENTER		10%	378.86		20%		909		4	8				
N. GENERAL		30%	1136.58						1	5				
N. EDGE		20%	757.72						0.5	1				
URBAN		10%	378.86		20%		909			12		2,000,000 SF	150 ROOM HOTEL 3000 STUDENT COLLEGE	

SID's Seventh Amended Water Control Plan

and

Engineer's Report



SEMINOLE IMPROVEMENT DISTRICT WATER CONTROL PLAN SEVENTH AMENDED



PREPARED BY:
SEMINOLE IMPROVEMENT DISTRICT ENGINEER



FARNER BARLEY
AND ASSOCIATES, INC.

OCTOBER 13, 2015



SEMINOLE IMPROVEMENT DISTRICT ENGINEER'S REPORT FOR 7TH AMENDED WATER CONTROL PLAN



PREPARED BY:
SEMINOLE IMPROVEMENT DISTRICT ENGINEER



FARNER BARLEY
AND ASSOCIATES, INC.

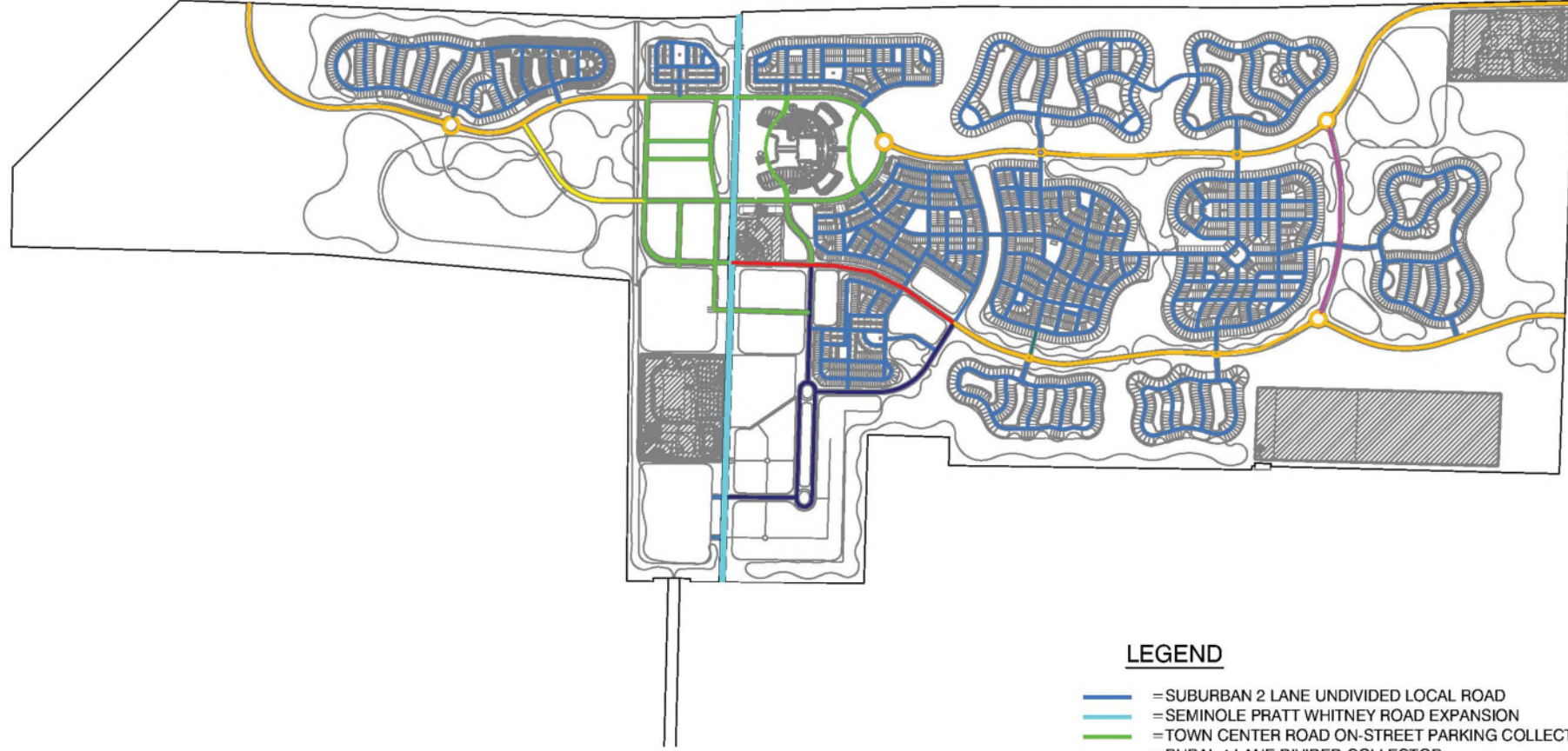
JULY 18TH, 2016



SID Water Control Plan – Proposed Infrastructure: Roadways



- The roadway improvements within the district boundary will include the construction of several different roadway types from suburban four (4) lane divided roadways to rural undivided roadways with roadside swales. The proposed residential roadways (improvements within the residential pods) and collector roadways (improvements in the SID and County right of ways) that are planned include the roadway types listed in the table below. The locations of the proposed mains are illustrated in Figure 6.



LEGEND

- = SUBURBAN 2 LANE UNDIVIDED LOCAL ROAD
- = SEMINOLE PRATT WHITNEY ROAD EXPANSION
- = TOWN CENTER ROAD ON-STREET PARKING COLLECTOR
- = RURAL 4 LANE DIVIDED COLLECTOR
- = RURAL 2 LANE DIVIDED COLLECTOR
- = RURAL 2 LANE UNDIVIDED COLLECTOR
- = SUBURBAN 4 LANE DIVIDED COLLECTOR
- = SUBURBAN 2 LANE DIVIDED COLLECTOR

FIGURE 6
CAPITAL IMPROVEMENTS
ROADWAYS

CREATED: 3/30/2015

CSENGY AND ASSOCIATES, INC.
 ENGINEERS SURVEYORS PLANNERS
 4000 U.S. 90th Ave. • Miramar, Florida 33025 • (305) 746-3100
 Fax: (305) 746-3100

SCALE IN FEET
 1" = 200'

SID Water Control Plan – Proposed Infrastructure: Roadways



Roadway Capital Improvements – Seminole Pratt Whitney Road/Onsite Collector Roads	
Roadway	Linear Footage (LF)
SPW Expansion	21,500
Rural 4 Lane Divided Collector	31,900
Rural 2 Lane Divided Collector	3,250
Rural 2 Lane Undivided Collector	2,700
Suburban 4 Lane Divided Collector	4,100
Suburban 2 Lane Divided Collector	11,400
Town Center Road On-Street Parking Collector	34,100

Roadway Capital Improvements – Residential Roads	
Roadway	Linear Footage (LF)
Suburban 2 Lane Undivided Local Road	250,000

Capital Improvements Estimated Cost



ENGINEERS ESTIMATED OPINION OF PROBABLE COST	
DESCRIPTION	AMOUNT
DEVELOPMENT COSTS	
Development Pods Infrastructure Roads & Drainage	\$123,587,086
Collector Roads & Drainage	\$71,517,241
Seminole Pratt Whitney Road Expansion	\$17,997,049
Master Earthwork for Stormwater Lake System/Mitigation	\$64,751,353
Landscaping & Irrigation in Common Areas	\$28,371,619
Development Pods Potable Water Distribution System	\$14,617,414
Development Pods Reuse Water Distribution System	\$9,561,314
Development Pods Wastewater Collection System	\$24,990,765
Collector Road Potable Water Distribution System	\$7,476,683
Collector Road Reuse Water System	\$13,235,531
Collector Road Wastewater Collection System	\$2,962,496
WTP/WWTP Decommissioning & PBC Interconnections	\$600,000
District Public Facilities	\$25,515,080
TOTAL CAPITAL IMPROVEMENT ESTIMATE	\$405,183,631

SID Water Control Plan – Operation and Maintenance



Seminole Improvement District (SID) will operate and maintain all Capital Improvements within the District Boundary.

SID Engineer's Report for the Water Control Plan

Capital Improvements Financing Plan



- The Seminole Improvement District plans to fund the CIP through a combination of debt financing with the proceeds of bonds payable from special assessments and contributions by developers and other parties. The Master Assessment Methodology Report prepared by Seven [sic] Trent summaries [sic] the framework to apportion the special and peculiar benefits from the portions of the CIP financed with the proceeds of bonds payable from and secured by non-ad valorem special assessments imposed and levied on the properties within the District.
- The District intends to finance a portion of the CIP by issuing general obligation bonds for the roadway, stormwater management, earthworks, landscaping, and other community wide infrastructure improvements and revenue bonds for the utility infrastructure improvements. The tables below summarize the total estimated costs for the capital improvements and the utility improvements.

SID Engineer's Report for the Water Control Plan

Capital Improvements Financing Plan



ESTIMATED CAPITAL IMPROVEMENT COST	
DESCRIPTION	AMOUNT
DEVELOPMENT COSTS	
Development Pods Infrastructure Roads & Drainage	\$123,587,086
Collector Roads & Drainage	\$71,517,241
Seminole Pratt Whitney Road Expansion	\$17,997,049
Master Earthwork for Stormwater Lake System/Mitigation	\$64,751,353
Landscaping & Irrigation in Common Areas	\$28,371,619
District Public Facilities	\$25,515,080
TOTAL CAPITAL IMPROVEMENT ESTIMATE	\$331,739,428

Note: Cost Estimate is based upon the most available data as of 2016. Master Earthwork cost estimate for stormwater lake system/mitigation does not include cost of removal for excess material.

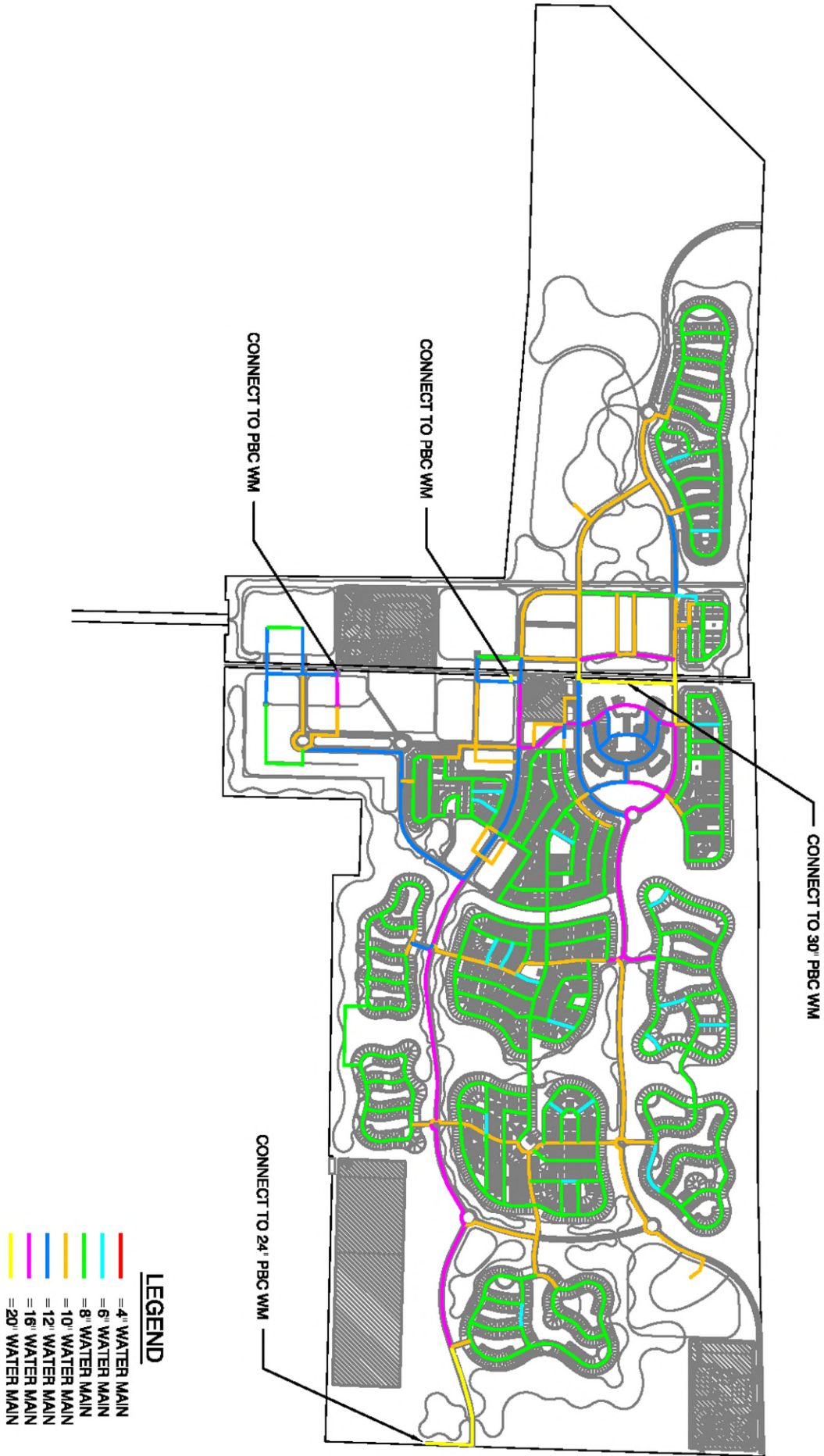
SID Engineer's Report for the Water Control Plan

Capital Improvements Financing Plan



ESTIMATED UTILITY IMPROVEMENT COST	
DESCRIPTION	AMOUNT
DEVELOPMENT COSTS	
Development Pods Potable Water Distribution System	\$14,617,414
Development Pods Reuse Water Distribution System	\$9,561,314
Development Pods Wastewater Collection System	\$24,990,765
Collector Road Potable Water Distribution System	\$7,476,683
Collector Road Reuse Water System	\$13,235,531
Collector Road Wastewater Collection System	\$2,962,496
WTP/WWTP Decommissioning & PBC Interconnections	\$600,000
TOTAL UTILITY IMPROVEMENT ESTIMATE	\$73,444,203

Note: Cost Estimate is based upon the most available data as of 2016.



- LEGEND**
- 4" WATER MAIN
 - 6" WATER MAIN
 - 8" WATER MAIN
 - 10" WATER MAIN
 - 12" WATER MAIN
 - 16" WATER MAIN
 - 20" WATER MAIN

FIGURE 1
CAPITAL IMPROVEMENTS
POTABLE WATER SYSTEM

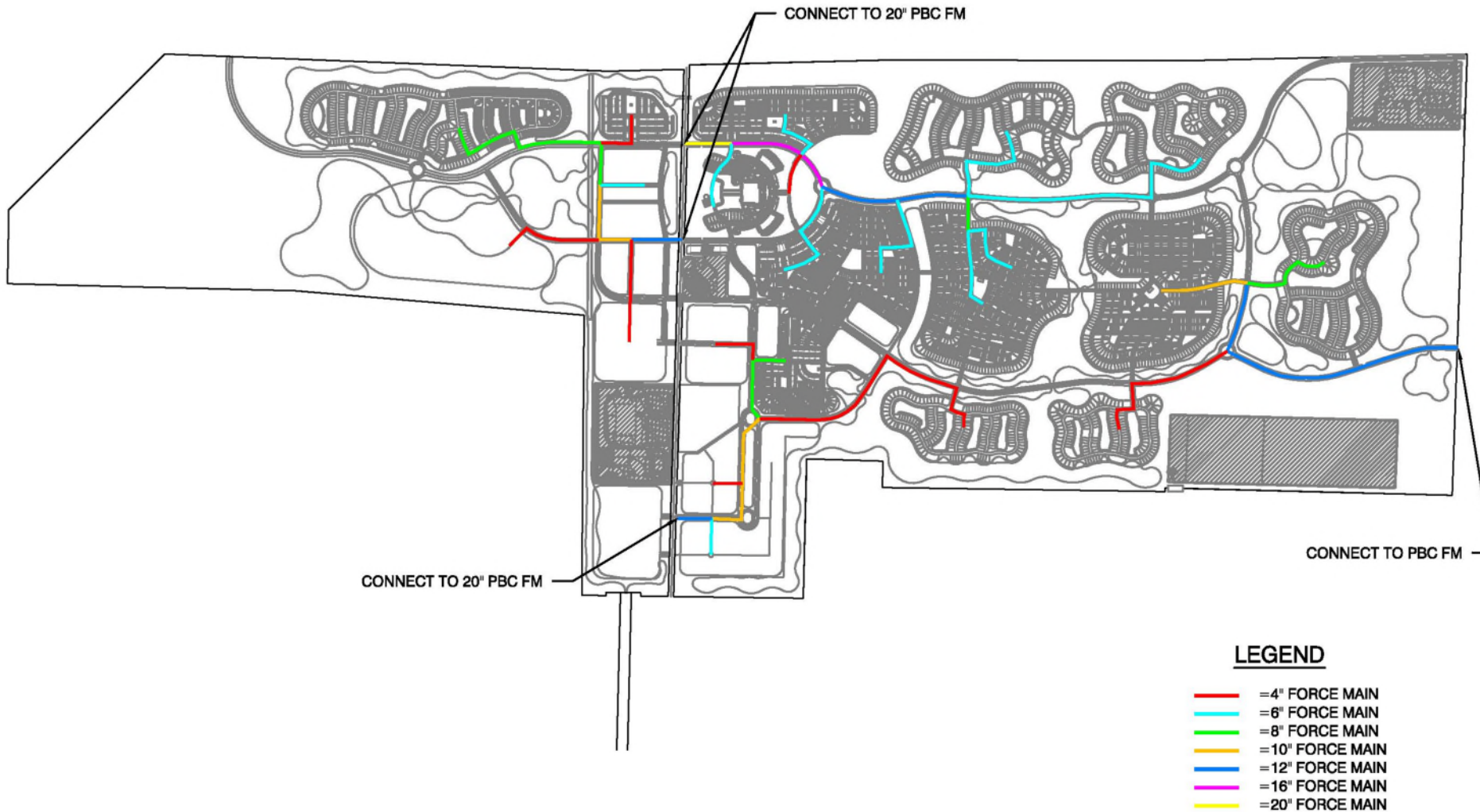


CREATED: 3/23/2016

ENGINEERS
SURVEYORS
PLANNERS

Certificate of Authorization Number: 4760
480 N.E. 6th Road • Wilton, Florida 32926 • (904) 742-2800





LEGEND

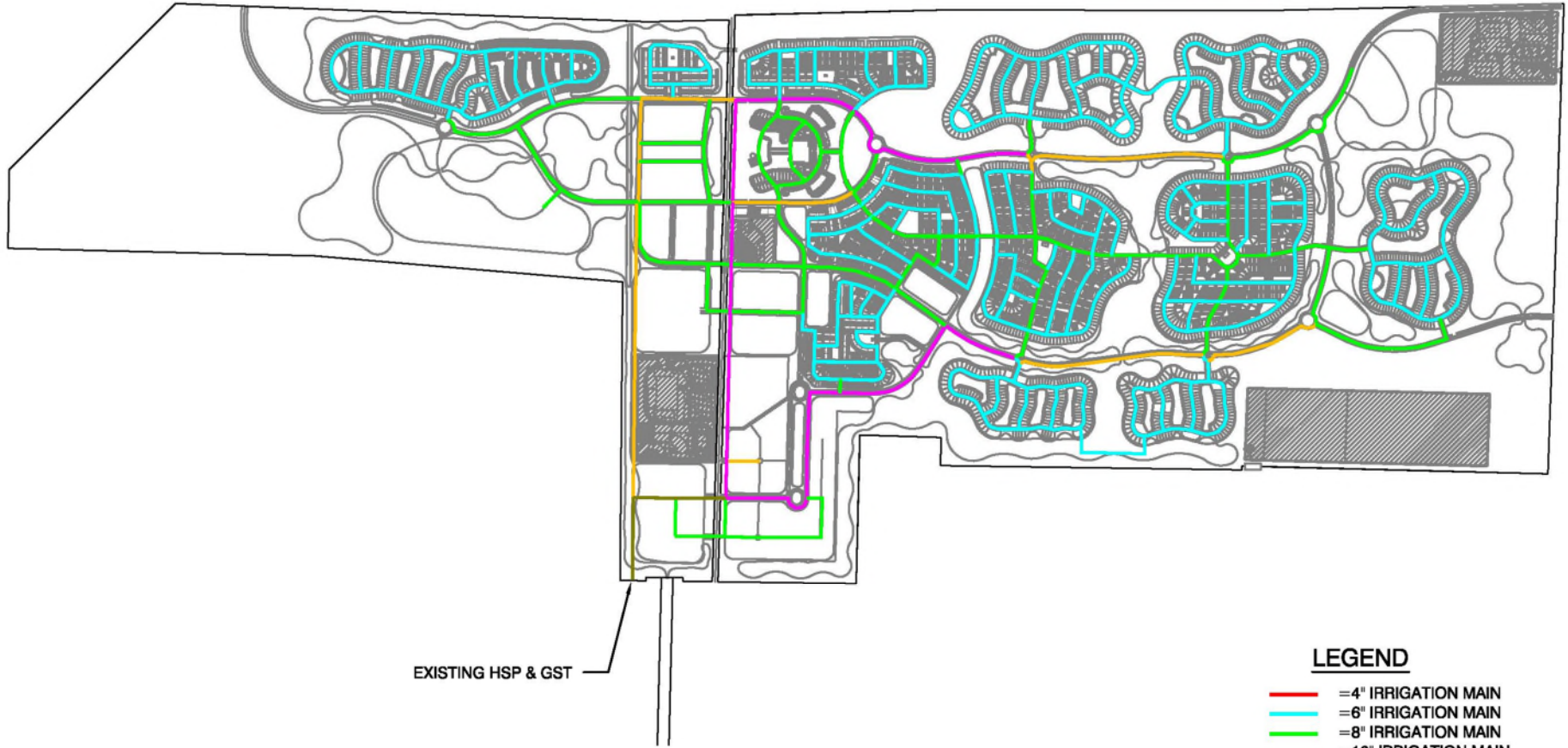
- = 4" FORCE MAIN
- = 6" FORCE MAIN
- = 8" FORCE MAIN
- = 10" FORCE MAIN
- = 12" FORCE MAIN
- = 16" FORCE MAIN
- = 20" FORCE MAIN

FIGURE 2
CAPITAL IMPROVEMENTS
SANITARY SYSTEM

CREATED: 3/23/2016

PENNY
AND ASSOCIATES, INC.
 ENGINEERS
 ARCHITECTS
 PLANNERS
 Certificate of Authorization Number: 4700
 400 N.E. 1st Street • Maitland, Florida 32751 • (407) 746-1000

SCALE IN FEET
 1" = 200'



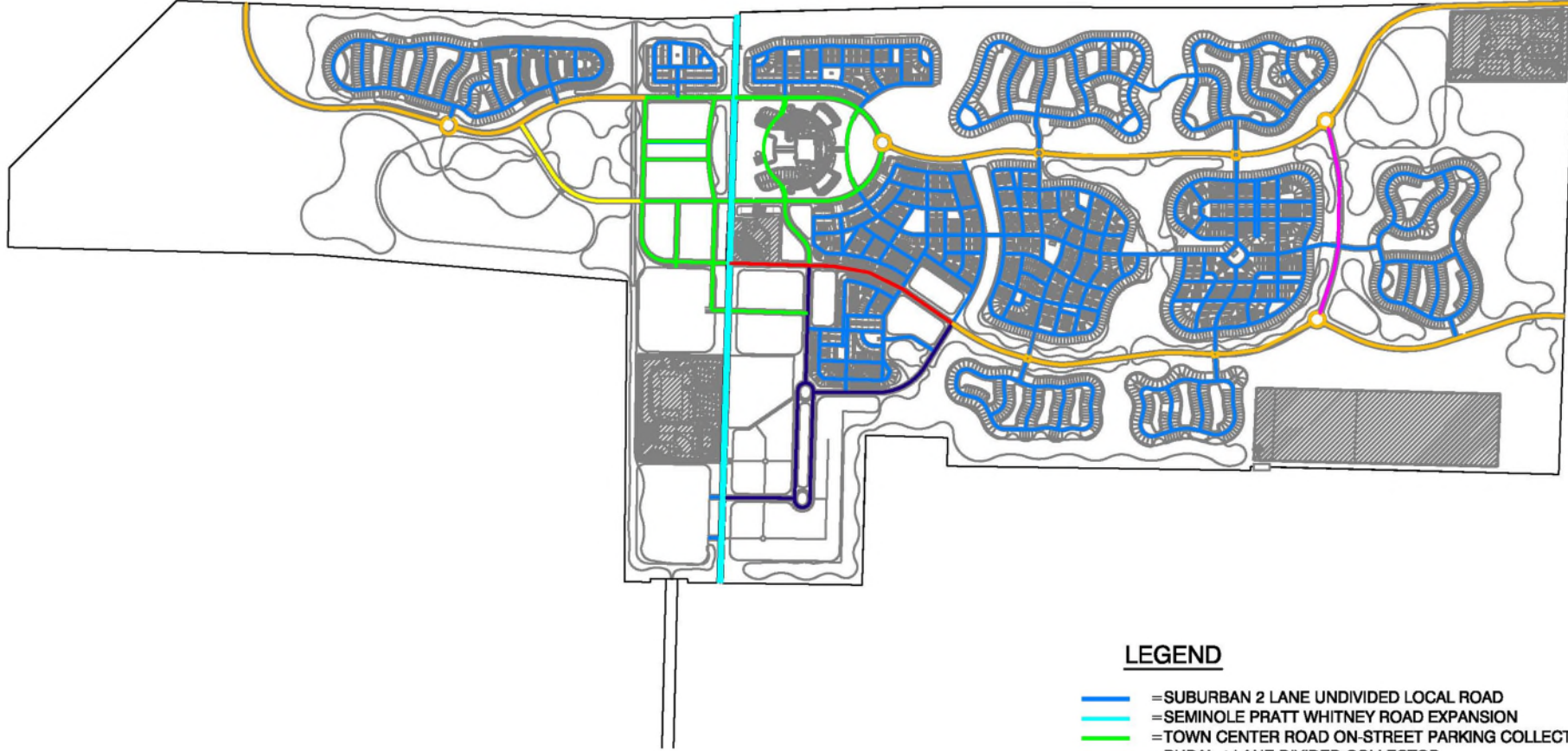
LEGEND

- =4" IRRIGATION MAIN
- =6" IRRIGATION MAIN
- =8" IRRIGATION MAIN
- =10" IRRIGATION MAIN
- =12" IRRIGATION MAIN
- =16" IRRIGATION MAIN
- =20" IRRIGATION MAIN
- =24" IRRIGATION MAIN

**FIGURE 3
CAPITAL IMPROVEMENTS
IRRIGATION SYSTEM**

CREATED: 3/23/2016

SCALE IN FEET
1" = 500'



LEGEND

- = SUBURBAN 2 LANE UNDIVIDED LOCAL ROAD
- = SEMINOLE PRATT WHITNEY ROAD EXPANSION
- = TOWN CENTER ROAD ON-STREET PARKING COLLECTOR
- = RURAL 4 LANE DIVIDED COLLECTOR
- = RURAL 2 LANE DIVIDED COLLECTOR
- = RURAL 2 LANE UNDIVIDED COLLECTOR
- = SUBURBAN 4 LANE DIVIDED COLLECTOR
- = SUBURBAN 2 LANE DIVIDED COLLECTOR

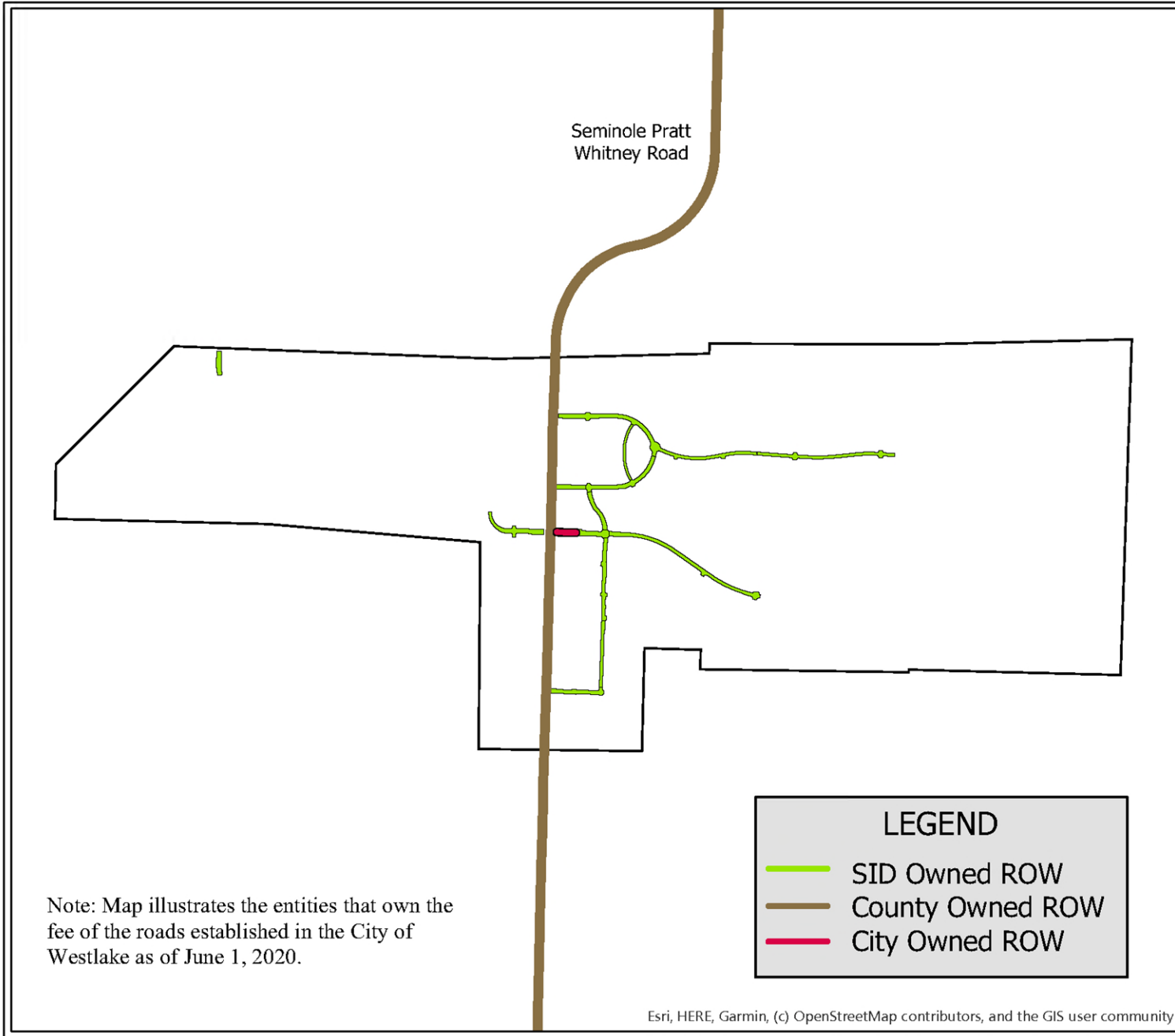
FIGURE 4
CAPITAL IMPROVEMENTS
ROADWAYS

CREATED: 3/23/2016



SCALE IN FEET
 1" = 200'

4000 N.W. 10th St. • Miami, FL 33150 • (305) 744-3438



Seminole Pratt
Whitney Road

Note: Map illustrates the entities that own the fee of the roads established in the City of Westlake as of June 1, 2020.

LEGEND

- SID Owned ROW
- County Owned ROW
- City Owned ROW

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

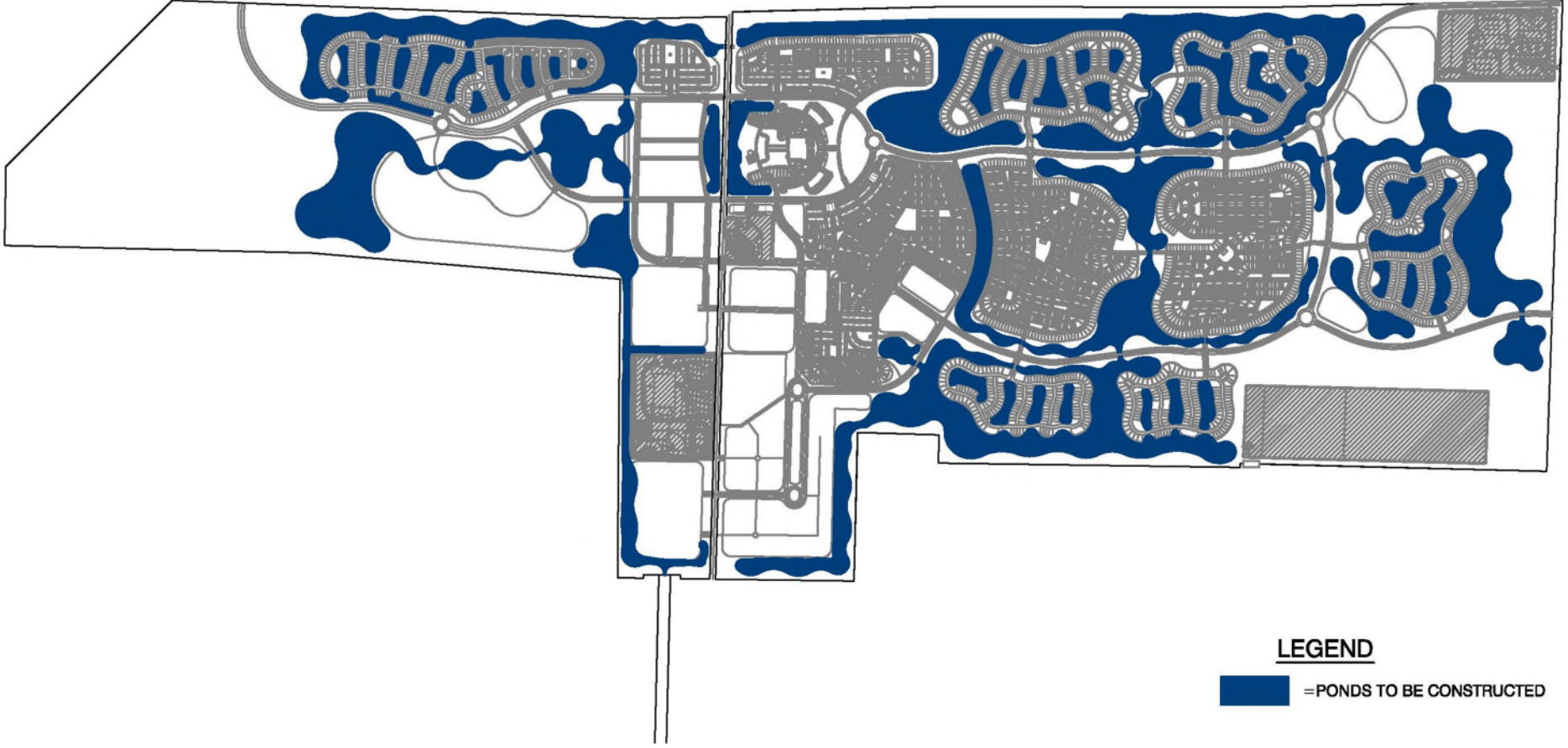


CAPTIAL IMPROVEMENTS
ROADWAYS CURRENTLY OWNED BY SID



Example: Drainage

- SID has a peak allowable discharge of 344 cfs, or 2 in/day over the entire site
- By contrast, the area surrounding SID has an allowable discharge rate of only .25 in/day, off peak



LEGEND


 = PONDS TO BE CONSTRUCTED

FIGURE 5
CAPITAL IMPROVEMENTS
DRAINAGE/ EARTHWORK

CREATED: 3/23/2016



CENVA
 A SURVEYOR
 A PLANNER
 AND ASSOCIATES, INC.
 Certificate of Authorization Number: 4799
 400 N.W. 1st St. Suite 1000, Ft. Lauderdale, Florida 33304 © 2007 754-338

 N
 SCALE IN FEET
 1" = 200'

City of Westlake Comprehensive Plan

Administrative Element: Data and Analysis



- **Seminole Improvement District**
- The City is coextensive with the jurisdiction of the Seminole Improvement District (SID.) Pursuant to the City charter, the City may not duplicate services provided by SID. The cooperative relationship between the City and SID for provision of those services and facilities is detailed in the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 (“SID-Westlake Interlocal”). **SID’s specific plans for facilities construction, maintenance, and expansion are contained in its Water Control Plan, Seventh Amended, dated October 13, 2015 and its Water, Wastewater and Reuse Utilities Master Plan dated April 29, 2015.**

City of Westlake Comprehensive Plan

Infrastructure Element: Data and Analysis



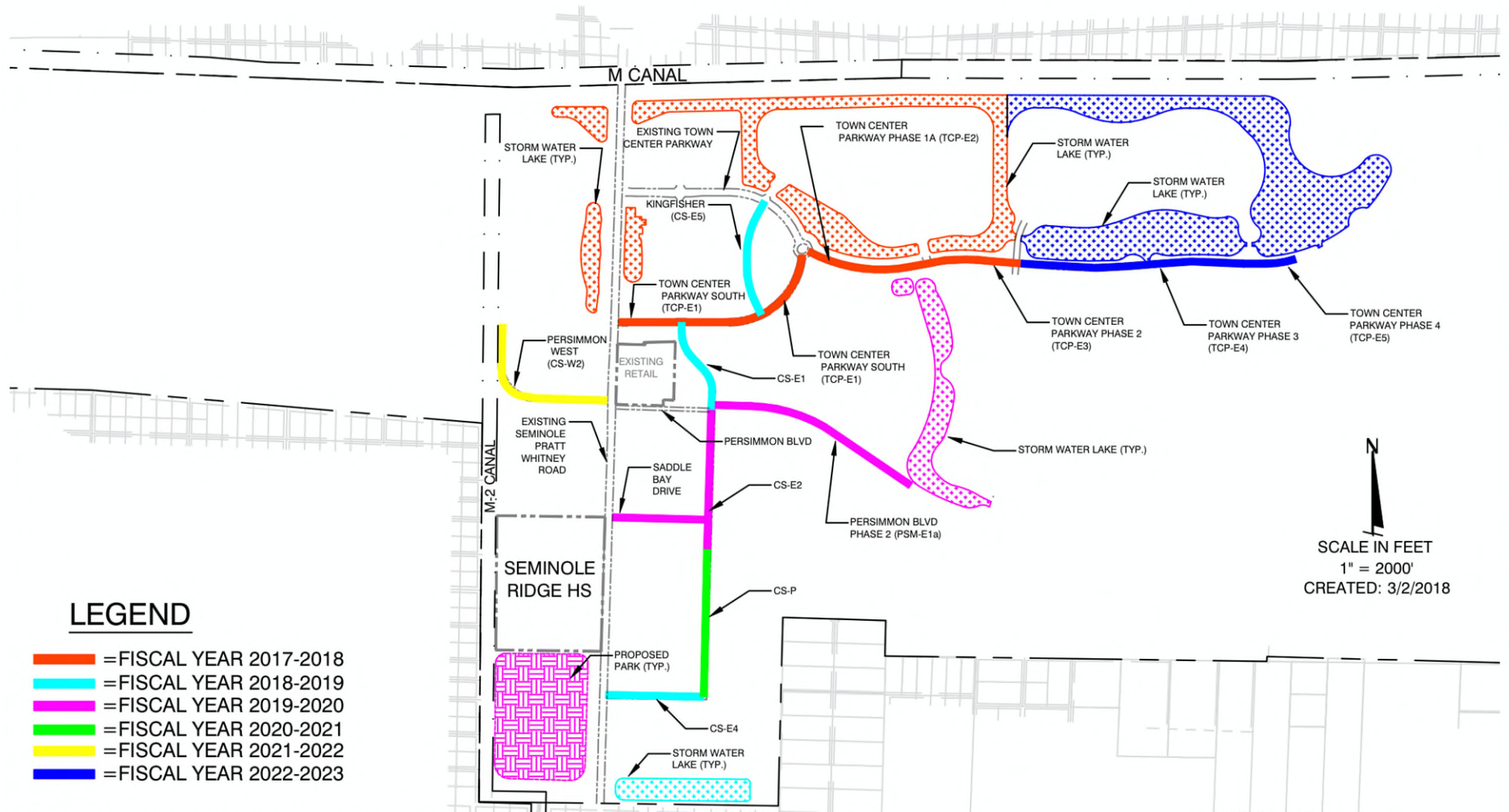
INTRODUCTION

The purpose of the **Infrastructure Element** is to identify and describe the necessary public facilities and services needed to accommodate the City's population through the 2023 and 2038 planning periods. This element addresses the public facilities provided within the City which include:

- Potable Water
- Wastewater
- Solid Waste
- Drainage
- Ground Water Recharge

The Seminole Improvement District (SID) is the exclusive retail provider of potable water, reuse water, and wastewater facilities in the City, and is empowered to construct and maintain the facilities related to those services and drainage. SID's service area is limited to the City's municipal boundaries, and therefore, SID's capacity will be used only within the City. **Pursuant to the City Charter, the City may not duplicate services provided by SID.** The relationship between the City and SID for provision of those services and facilities is detailed in the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 ("SID-Westlake Interlocal"). **SID's specific plans for facilities construction, maintenance, and expansion are contained in its Water Control Plan dated October 13, 2015 and its Water, Wastewater and Reuse Utilities Master Plan dated April 29, 2015.** The SID utility service area is depicted on INF Map 4.1. The anticipated infrastructure facilities needed for the 2023 and 2038 planning periods depicted on INF. Map 4.2 and INF. Map 4.3.

SID operates pursuant to a number of permits from the South Florida Water Management District (SFWMD), the United States Army Corps of Engineers, and other agencies. These permits, which serve as data and analysis for the Plan, are available upon request.



LEGEND

- = FISCAL YEAR 2017-2018
- = FISCAL YEAR 2018-2019
- = FISCAL YEAR 2019-2020
- = FISCAL YEAR 2020-2021
- = FISCAL YEAR 2021-2022
- = FISCAL YEAR 2022-2023

NOTE: 1. ROAD SEGMENT CONSTRUCTION INCLUDES THE INSTALLATION OF TRANSPORTATION, POTABLE WATER, WASTEWATER, AND REUSE WATER INFRASTRUCTURE AND FACILITIES AS APPROPRIATE.
 2. THE ILLUSTRATION OF FUTURE ROADS SHOWS PRELIMINARY ALIGNMENTS AND ANTICIPATED ROW WIDTHS.
 3. THE CITY MAINTAINS THE GIS DATA USED TO CREATE THIS MAP DATA AVAILABLE UPON REQUEST.

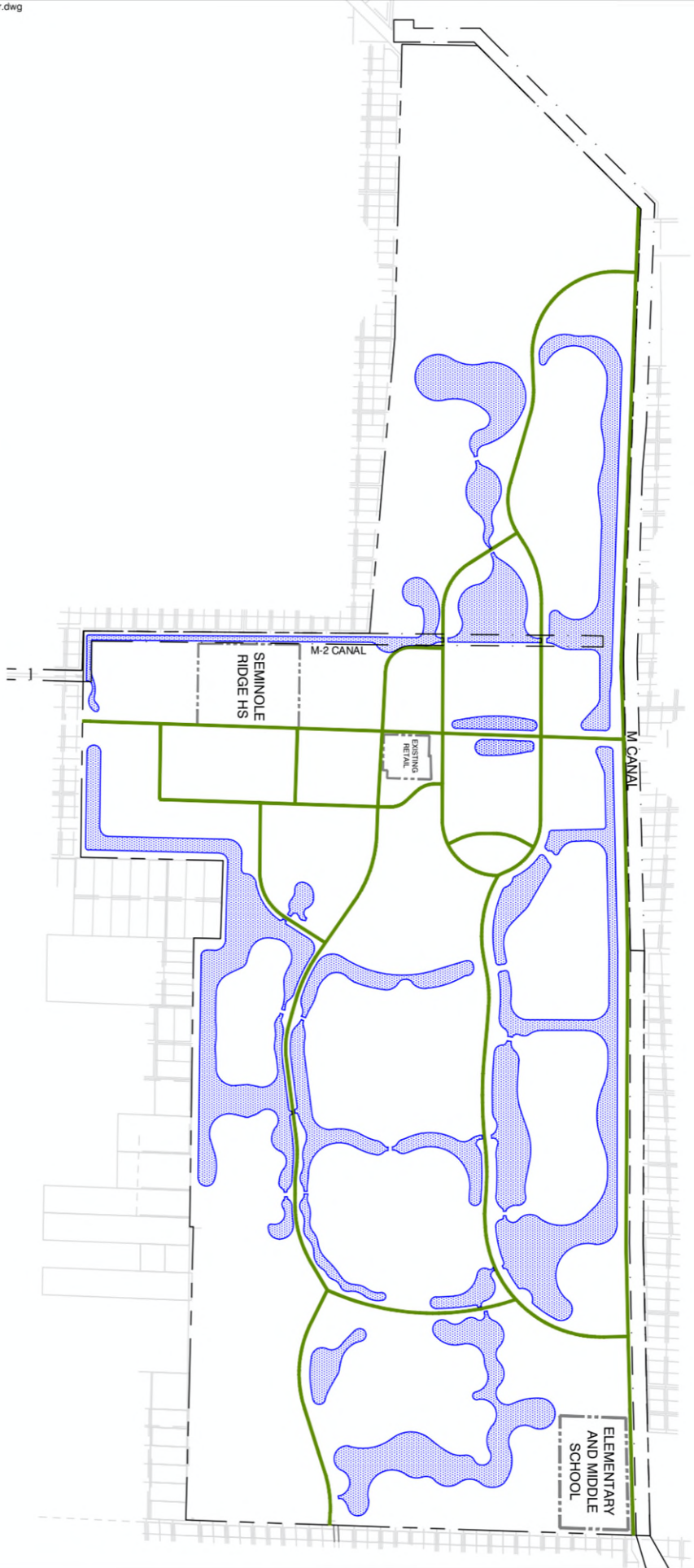
**INF MAP 4.2
 5-YEAR CAPITAL
 IMPROVEMENT SCHEDULE
 CONSTRUCTION MAP FOR
 ROAD SEGMENTS,
 STORMWATER DRAINAGE
 FEATURES, AND PARK**





S:\PALM BEACH\SID\10) COMP PLAN\EXHIBITS\COMP PLAN-2038 year.dwg

NOTE: 1. WITH THE EXCEPTION OF 60TH STREET NORTH, ROAD SEGMENT CONSTRUCTION INCLUDES THE INSTALLATION OF TRANSPORTATION, POTABLE WATER, WASTEWATER, AND REUSE WATER INFRASTRUCTURE AND FACILITIES AS APPROPRIATE.
 2. THE ILLUSTRATION OF FUTURE ROADS SHOWS PRELIMINARY ALIGNMENTS AND ANTICIPATE D ROW WIDTHS.
 3. THE CITY MAINTAINS THE GIS DATA USED TO CREATE THIS MAP DATA AVAILABLE UPON REQUEST.



LEGEND

 = STORMWATER LAKES TO BE CONSTRUCTED

 = ROADWAY SEGMENTS



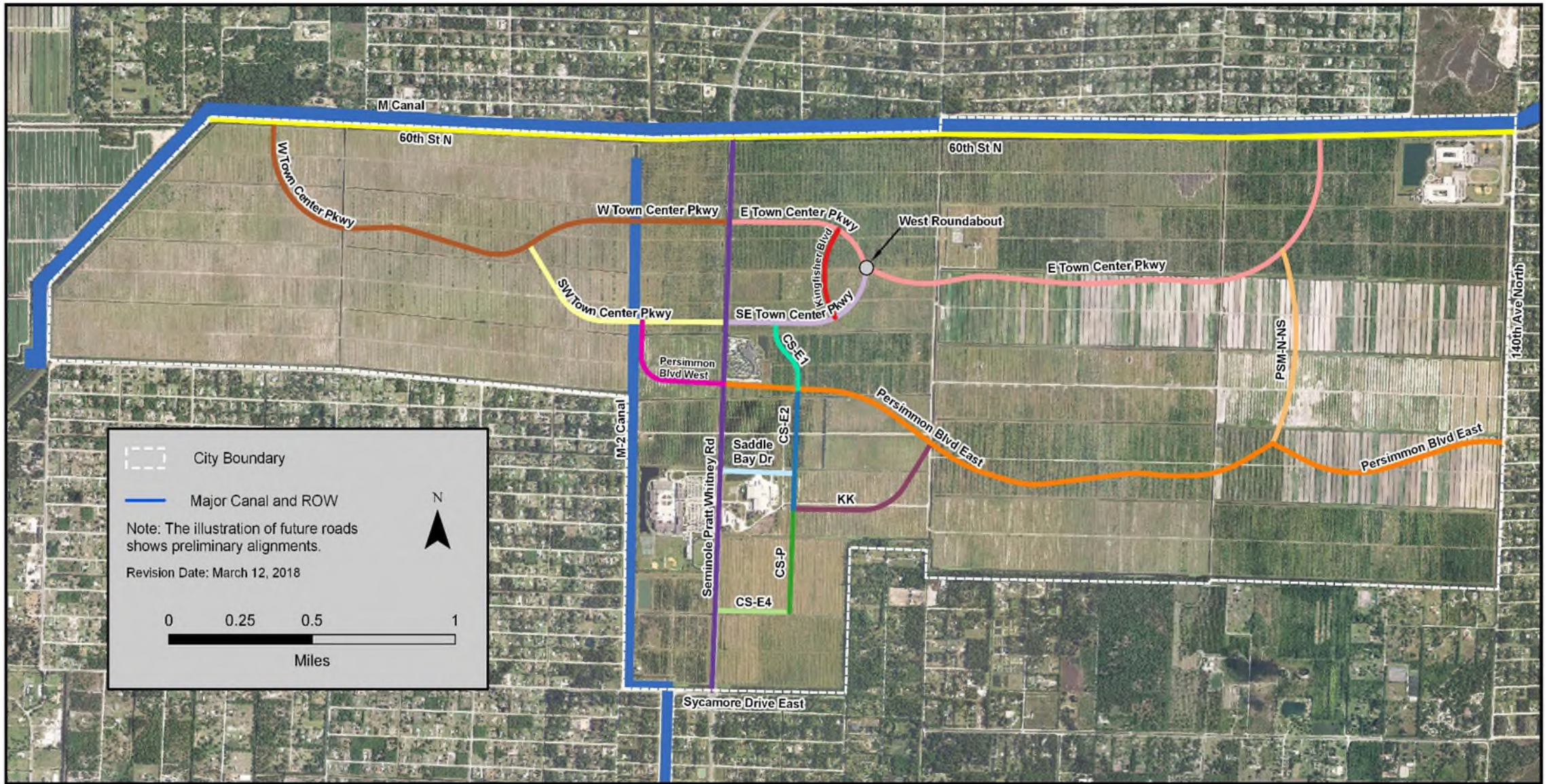
INF MAP 4.3
 2038-YEAR CAPITAL IMPROVEMENT SCHEDULE
 CONSTRUCTION MAP FOR ROAD SEGMENTS,
 STORMWATER DRAINAGE

CREATED: 3/2/2018




 SCALE IN FEET
 1" = 200'

Figure 3.1: Road Segment Identification



City of Westlake Comprehensive Plan

Capital Improvements Element: Data and Analysis



- **INTRODUCTION**

- The purpose of the Capital Improvements Element is to plan for public facility needs as identified in other Plan elements and to ensure that capital improvements are provided to accommodate growth, correct deficiencies, and replace obsolete or damaged facilities when required.
- The City was incorporated through a statutory process that allowed the electors in the Seminole Improvement District (SID), an Independent Special District empowered by special act (Chapter 2000-431, House Bill No. 1559), to convert SID into the City of Westlake. SID continues to exist as an independent special district, but will eventually transition into a dependent special district. SID continues to provide infrastructure and facilities within its boundaries, which are coterminous with the boundaries of the City. SID is the exclusive retail provider of potable water, reuse water, and wastewater facilities in the City, and is empowered to construct and maintain the facilities related to those services. SID is also empowered to construct and maintain drainage (stormwater) facilities (including, e.g., canals, levees, lakes, ponds, and other works for water management and control); transportation facilities (including, e.g., roads, bridges, shared use paths, transit, landscaping, and other related transportation facilities); and parks and facilities for indoor and outdoor recreation.
- SID is also empowered to levy ad valorem taxes, non-ad valorem assessments and collect other fees to recover the cost of providing the forenamed facilities and services. **Pursuant to the City Charter, the City may not exercise any function or duplicate services provided by SID until such time as SID is transitioned to a dependent special district.** This restriction does not impair the ability of the City to contract for fire rescue or law enforcement. The relationship between the City and SID for provision of capital improvements is detailed in the Interlocal Agreement between the City of Westlake and the Seminole Improvement District Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake and for Assurance of Non-Duplication of Services dated March 2018 ("SID-Westlake Interlocal"), while **SID's specific plans for facilities construction, maintenance, and expansion are contained in its Water Control Plan dated October 13, 2015.** The SID-Westlake Interlocal is attached to the Intergovernmental Coordination Element as Appendix A. **As a result of the cooperative relationship between SID and the City, the 5-Year Schedule of Capital Improvements and the Capital Improvements Element includes facilities to be constructed, financed, and maintained by SID.**

City of Westlake Comprehensive Plan

Capital Improvements Element: Data and Analysis



- **Transportation**
- ...The arterial and collector roads planned for the next five years, as well as for the long term planning period are shown in the TE Maps 3.4-3.6 and 3.8. Additionally, related facilities, such as sidewalks, bicycle lanes, and shared use paths are also being constructed in conjunction with the roads. These are shown on TE Maps 3.7 and 3.9.
- These transportation facilities are being funded by a combination of non-ad valorem assessments and developer contributions. In some instances, the developer is constructing the facilities directly. All work is being conducted in coordination with SID.
- The City will coordinate with SID to sufficiently plan for roads associated with future growth during the short term planning period. The anticipated planned improvements for roads are listed in the 5-Year Schedule of Capital Improvements.
- Prior to the incorporation of the City, Palm Beach County approved the development of 4,546 dwelling units and 2.2 million square feet of non-residential, and other uses. As part of the approval of this development, a proportionate share agreement was executed between Minto and the county. That agreement remains effective

City of Westlake Comprehensive Plan

Capital Improvements Element



Table 8.1: 5-Year Schedule of Capital Improvements, Fiscal Years 2018-19 – 2022-23

For the 5-Year Capital Improvements Schedule below:

- Road costs include costs of landscaping and the construction of bicycle lanes, sidewalks, and shared use paths.
- This table should be read in conjunction with the 5-Year Capital Improvement Schedule Construction Map for Road Segments, Stormwater Drainage Features, and Park.



**5-Year Capital Improvements Schedule:
Summary of Total Project Costs By Year**

Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$1,808,668.19						\$1,808,668.19	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$1,598,871.00						\$1,598,871.00	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$1,515,919.33						\$1,515,919.33	Developer / Bonds
CS-E1	High		\$744,996.14					\$744,996.14	Developer / Bonds
Kingfisher (CS-E5)	High		\$757,641.03					\$757,641.03	Developer / Bonds
CS-E4	High		\$762,430.31					\$762,430.31	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$1,671,350.56				\$1,671,350.56	Developer / Bonds
Saddle Bay Drive	High			\$710,000.00				\$710,000.00	Developer / Bonds
CS-E2	High			\$1,190,314.74				\$1,190,314.74	Developer / Bonds
CS-P	High				\$3,901,962.45			\$3,901,962.45	Developer / Bonds
Persimmon West (CS-W2)	High					\$1,277,449.85		\$1,277,449.85	Developer / Bonds
Community Park	High		\$200,000.00	\$3,300,000.00				\$3,500,000.00	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$3,175,573.38	\$3,175,573.38	Developer / Bonds
TOTAL		\$4,923,458.52	\$2,465,067.48	\$6,871,665.30	\$3,901,962.45	\$1,277,449.85	\$3,175,573.38	\$22,615,176.98	Developer / Bonds

*SID will provide infrastructure through financing, special assessments, or developer contributions; which may include developer constructing the improvements and turning the same over to SID or the City, as appropriate



5-Year Capital Improvements Schedule: Road Component									
Project Description	Priority	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding Amount	Funding Source*
Town Center Parkway Phase 1A (TCP-E2)	High	\$938,202.19						\$938,202.19	Developer / Bonds
Town Center Parkway Phase 2 (TCP-E3)	High	\$713,617.60						\$713,617.60	Developer / Bonds
Town Center Parkway South (TCP-E1)	High	\$780,998.55						\$780,998.55	Developer / Bonds
CS-E1	High		\$296,071.37					\$296,071.37	Developer / Bonds
Kingfisher (CS-E5)	High		\$328,868.46					\$328,868.46	Developer / Bonds
CS-E4	High		\$325,550.97					\$325,550.97	Developer / Bonds
Persimmon Phase 2 (PSM - E1a)	High			\$1,020,717.00				\$1,020,717.00	Developer / Bonds
Saddle Bay Drive	High			\$282,600.00				\$282,600.00	Developer / Bonds
CS-E2	High			\$444,599.64				\$444,599.64	Developer / Bonds
CS-P	High				\$1,328,556.50			\$1,328,556.50	Developer / Bonds
Persimmon West (CS-W2)	High					\$392,522.79		\$392,522.79	Developer / Bonds
Town Center Parkway (E-4, E-5)	High						\$1,641,291.44	\$1,641,291.44	Developer / Bonds

Capital Improvements Element, p. 12

*SID will provide infrastructure through financing, special assessments, or developer contributions; which may include developer constructing the improvements and turning the same over to SID or the City, as appropriate

City of Westlake Comprehensive Plan

Capital Improvements Element: Data and Analysis



- **REVENUES AND FUNDING SOURCES**
- SID will be the primary entity, in conjunction with the majority landowner and primary developer, to levy, collect, and apply revenue to the construction and maintenance of capital facilities. The City will not collect revenue for building any infrastructure in the short term planning period; SID will provide infrastructure through financing, special assessments, or developer contributions. Developer contributions may include the developer constructing the improvements and turning those improvements over to SID or the City. SID has no existing debt and sufficient bonding capacity to finance the capital improvement projects through FY 2022-23, and the City has a deficit funding agreement with Minto.

SID Assessments and Taxes

- Any SID assessments and taxes levied for infrastructure do not appear on the City tax bill.
- SID has a separate constitutional and legislative grant of ad valorem taxing authority and, as an independent special district, any millage it levies does not count against the City's 10 mill cap and does not show up in the City's tax rate.
- City funding of infrastructure would require a City levy of assessments and/or an increase in the City's tax rate.

House Bill No. 1559

An act relating to Seminole Water Control District, Palm Beach County; codifying and reenacting provisions of chapters 70-854 and 88-504, Laws of Florida; providing for codification of special acts relating to Seminole Water Control District, a special tax district created pursuant to chapter 70-854, Laws of Florida, as amended, pursuant to s. 189.429, F.S.; providing that the name of the District shall be the Seminole Improvement District; providing for legislative intent; providing for applicability of chapter 298, F.S., and other general laws; providing additional authority relating to the provision of public infrastructure, services, assessment, levy and collection of taxes, non-ad valorem assessments and fees, public finance, and District operations; providing powers of the District; providing for compliance with county plans and regulations; providing for election of a Board of Supervisors; providing for organization, powers, duties, terms of office, and compensation of the board; providing for levy of ad valorem taxes and non-ad valorem assessments; providing for costs; requiring referendums under specified circumstances; providing for collection, enforcement, and penalties; providing for issuance of revenue bonds, assessment bonds, and bond anticipation notes; providing for general obligation bonds; providing a District charter; providing for repeal of prior special acts related to the Seminole Water Control District; providing severability; providing that this act shall take precedence over any conflicting law to the extent of such conflict; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Chapters 70-854 and 88-504, Laws of Florida, are codified, reenacted, amended, and repealed as herein provided.

Section 2. The Seminole Water Control District is re-created and re-named and the charter for such District is re-created and reenacted to read:

Section 1. District renamed.—The Seminole Water Control District shall henceforth be known as the Seminole Improvement District.

Section 2. Intent.—Pursuant to section 189.429, Florida Statutes, this act constitutes the codification of all special acts relating to the Seminole Water Control District. It is the intent of the Legislature in enacting this law to provide a single, comprehensive special act charter for the District, including all current legislative authority granted to the District by its several legislative enactments, any additional authority granted by this act, and authority granted by applicable general law.

Section 3. District created and boundaries thereof.—For the purposes of providing public infrastructure, services, the assessment, levy, and collection of taxes, non-ad valorem assessments and fees, the operation of District facilities and services, and all other purposes stated in this act consistent

with chapters 189 and 298, Florida Statutes, and other applicable general law, an independent improvement district is hereby created and established in Palm Beach County, Florida, to be known as the Seminole Improvement District, the territorial boundaries of which shall be as follows, to-wit:

All of Sections 1 and 2, that part of Section 3 situated Southerly and Eastwardly of the Canal "M" right of way, and Section 12 except the East Half (E ½) of the Southeast Quarter (SE ¼) thereof, all in Township 43 South, Range 40 East.

All of Sections 5 and 6, the North Half (N ½) of Section 7 and the North Half (N ½) of Section 8, Township 43 South, Range 41 East.

All in the County of Palm Beach, State of Florida, consisting of 4,032 acres, more or less.

Section 4. Provisions of other laws made applicable.—The provisions of chapter 298, Florida Statutes, and all of the laws amendatory thereof, now existing or hereafter enacted are hereby declared to be applicable to said Seminole Improvement District. Said Seminole Improvement District shall have all of the powers and authorities mentioned in or conferred by said chapter 298, Florida Statutes, as it may be amended from time to time.

Section 5. Powers of the District; compliance with county plans and regulations.—

(1) Said District shall have the following powers:

(a) To sue and be sued by its name in any court of law or in equity, to make contracts, to adopt and use a corporate seal and to alter the same at pleasure;

(b) To acquire by purchase, gift, or condemnation real and personal property, either or both, within or without the district, and to convey and dispose of such real and personal property, either or both, as may be necessary or convenient to carry out the purposes, or any of the purposes, of this act, and chapter 298, Florida Statutes;

(c) To construct, operate, and maintain canals, ditches, drains, levees, lakes, ponds, and other works for water management and control purposes;

(d) To acquire, purchase, operate, and maintain pumps, plants, and pumping systems for water management and control purposes;

(e) To construct, operate, and maintain irrigation works, machinery, and plants;

(f) To construct, improve, pave, and maintain roadways and roads necessary and convenient for the exercise of the powers or duties or any of the powers or duties of said District or the supervisors thereof; and to include as a component of roads, parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of a modern road system;

(g) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for

providing transportation throughout the District, including private or contract carriers, buses, vehicles, railroads, and other transportation facilities, to meet the transportation requirements of the District in activities conducted within the District;

(h) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain parking facilities within the District boundaries;

(i) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses;

(j) To acquire, construct, finance, operate, and maintain water plants and systems to produce, purify, and distribute water for consumption;

(k) To acquire, construct, finance, operate, and maintain sewer systems for the collection, disposal, and reuse of waste and to prevent water pollution in the District;

(l) To levy ad valorem taxes, non-ad valorem assessments, prescribe, fix, establish, and collect rates, fees, rentals, fares, or other charges, and to revise the same from time to time, for the facilities and services furnished or to be furnished by the District and to recover the cost of making connection to any District facility or system;

(m) To provide for the discontinuance of service and reasonable penalties including attorney's fees, against any user or property for any such rates, fees, rentals, fares, or other charges that become delinquent and require collection. However, no charges or fees shall be established until after a public hearing of the board at the District at which all affected persons shall be given an opportunity to be heard;

(n) To enter into agreements with any person, firm, or corporation for the furnishing by such person, firm, or corporation of any facilities and services of the type provided for in this act;

(o) To enter into impact fee credit agreements with local general purpose governments. In the event the District enters into an impact fee credit agreement with a local general purpose government where the District constructs or makes contributions for public facilities for which impact fee credits would be available, the agreement may provide that such impact fee credits shall inure to the landowners within the District in proportion to their relative assessments, and the District shall, from time to time, execute such instruments (such as assignments of impact fee credits) as may be necessary or desirable to accomplish or confirm the foregoing.

(p) To construct and maintain facilities for and take measures to control mosquitoes and other arthropods of public health importance;

(q) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and

facilities for conservation areas, mitigation areas and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property;

(r) To borrow money and issue negotiable or other bonds of said District as hereinafter provided; to borrow money, from time to time, and issue negotiable or other notes of said district therefore, bearing interest at not exceeding the maximum interest allowable by law, in anticipation of the collection of taxes, levies, and assessments or revenues of said district, and to pledge or hypothecate such taxes, levies, assessments, and revenues to secure such bonds, notes, or obligations, and to sell, discount, negotiate, and dispose of the same;

(s) To provide public safety, including, but not limited to, security, guard-houses, fences and gates, electronic intrusion detection systems and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general purpose government agencies for an increased level of such service within the District boundaries;

(t) To provide systems and facilities for fire prevention and control and emergency medical services, including the construction or purchase of fire stations, water mains and plugs, fire trucks, and other vehicles and equipment consistent with any adopted Palm Beach County ordinances, rules, or regulations if authorized by the county;

(u) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, and maintain additional systems and facilities for school buildings and related structures, which may be leased, sold, or donated to the school district for use in the educational system when authorized by the District school board;

(v) To establish and create such departments, committees, boards or other agencies, including a public relations committee, as from time to time the Board of Supervisors may deem necessary or desirable in the performance in the acts or other things necessary to the exercise of the powers provided in this act, and to delegate to such departments, boards, or other agencies such administrative duties and other powers as the Board of Supervisors may deem necessary or desirable; and

(w) To exercise all other powers necessary convenient or proper in connection with any of the powers or duties of said District stated in this act. The powers and duties of said District shall be exercised by and through the Board of Supervisors thereof, which board shall have the authority to employ engineers, attorneys, agents, employees, and representatives as the Board of Supervisors may, from time to time, determine, and to fix their compensation and duties. However, in addition thereto, said District shall have all of the powers provided for in chapter 298, Florida Statutes, as amended from time to time. All powers and authority of the District shall extend and apply to the District as a whole and to each unit of development as, from time to time, may be designated by the Board of Supervisors.

(2) Notwithstanding any authority contained within this section, the development, operation, or maintenance of any District facilities or services shall comply with the adopted comprehensive plan for Palm Beach County and any adopted land development regulations or specialized plans adopted thereunder which apply within the geographic boundaries of the District.

Section 6. Board of Supervisors, organization, powers, duties, and terms of office.—

(1) There is hereby created a Board of Supervisors of Seminole Improvement District which shall be the governing body of said District. Said Board of Supervisors shall consist of three (3) persons, who, except as herein otherwise provided, shall hold office for the term of three (3) years and until their successors shall be duly elected and qualified.

(2) Each year during the month of June, beginning with the month of June, 1971, a Supervisor shall be elected, as hereinafter provided, by the landowners of said District to take the place of the retiring Supervisor. All vacancies or expirations on said board shall be filled as required by this act and chapter 298, Florida Statutes. The Supervisors of said Seminole Improvement District shall be residents of the State of Florida and citizens of the United States. In case of a vacancy in the office of any Supervisor, the remaining Supervisors may fill such vacancy until the next annual meeting of the landowners, when his or her successor shall be elected by the landowners for the unexpired term. As soon as practicable after their election, the Board of Supervisors of said District shall organize by choosing one of their number president of said Board of Supervisors and by electing some suitable person secretary, who may or may not be a member of said Board. The Board of Supervisors shall adopt a seal which shall be the seal of said District. At each annual meeting of the landowners of the District, the Board of Supervisors shall report all work undertaken or completed during the preceding year, and the status of the finances of the District.

(3) All Supervisors shall hold office until their successors shall be elected and qualified. Whenever any election shall be authorized or required by this act to be held by the landowners at any particular or stated time or day, and if for any reason such election shall not or cannot be held at such time or on such day, then in such event and in all and every such event, the power or duty to hold such election shall not cease or lapse, but such election shall be held thereafter as soon as practicable and consistent with this act.

Section 7. Compensation of Board.—Each Supervisor shall be paid for his or her services a per-diem of twenty-five Dollars (\$25.00) for each day actually engaged in work pertaining to the said District. In addition to the said per-diem, Supervisors shall be paid travel and related expenses at rates authorized by general law for public officials pursuant to chapter 112, Florida Statutes.

Section 8. Meetings of landowners; election of Supervisors.—Each year during the month of June, beginning with the month of June in the year 1971, a meeting of the landowners of said District shall be held for the purpose of electing a Supervisor to take the place of the retiring Supervisor,

and hearing reports of the Board of Supervisors. Elections shall be conducted in accord with applicable provisions of chapter 298, Florida Statutes, as amended from time to time.

Section 9. Taxes; non-ad valorem assessments.—

(1) AD VALOREM TAXES.—The Board of Supervisors, subject to referendum approval pursuant to Art. VII, s. 9 of the State Constitution, shall have the power to levy and assess an ad valorem tax on all the taxable real and tangible personal property in the District to pay the principal of and interest on any general obligation bonds of the District, to provide for any sinking or other funds established in connection with any such bonds, and to pay the costs for construction or maintenance of any of the projects or activities of the District authorized by the provisions of this act or applicable general law. The total amount of such ad valorem taxes levied in any year shall not be in excess of ten (10) mills on the dollar per annum on the assessed value of the taxable property within the District. The ad valorem tax provided for herein shall be in addition to county and municipal ad valorem taxes provided for by law.

(2) REFERENDUM REQUIRED.—No residential or related urban development shall be authorized or undertaken pursuant to this act until the referendum required by Art. VII, s. 9 of the State Constitution is conducted. Such referendum shall be conducted within two (2) years after the effective date of this act at the expense of the District.

(3) NON-AD VALOREM ASSESSMENTS.—Non-ad valorem assessments for the construction, operation, or maintenance of District facilities, services, and operations shall be assessed, levied, and collected pursuant to chapter 298, chapter 170, or chapter 197, Florida Statutes, as amended from time to time.

(4) TAXES, ASSESSMENTS, AND COSTS, A LIEN ON LAND AGAINST WHICH ASSESSED, ETC.—All taxes and assessments provided for in this act, together with all penalties for default in payment of the same, all costs in collecting the same, shall, from the date of assessment thereof until paid, constitute a lien of equal dignity with the liens for county taxes, and other taxes of equal dignity with county taxes, upon all the lands against which such taxes shall be levied as is provided in this chapter.

(5) COMPENSATION OF PROPERTY APPRAISER, TAX COLLECTOR AND CLERK OF THE CIRCUIT COURT.—The Property Appraiser, Tax Collector and Clerk of the Circuit Court of Palm Beach County shall be entitled to compensation for services performed in connection with taxes and assessments of said District as provided by general law.

(6) LEVIES OF NON-AD VALOREM ASSESSMENTS ON LAND LESS THAN ONE (1) ACRE.—In levying and assessing all assessments, each tract or parcel of land less than one (1) acre in area shall be assessed as a full acre, and each tract or parcel of land more than one (1) acre in area which contains a fraction of an acre shall be assessed at the nearest whole number of acres, a fraction of one half or more to be assessed as a full acre.

Section 10. When unpaid taxes and assessments delinquent; penalty.—All taxes and assessments provided for in this act shall be and become delinquent and bear penalties on the amount of said taxes in the same manner as county taxes.

Section 11. Enforcement of taxes and assessments.—The collection and enforcement of all taxes and assessments levied by said District shall be at the same time and in like manner as county taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes, the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes, the redemption thereof, the issuance to individuals of tax deeds based thereon, and all other procedure in connection therewith, shall be applicable to said District and the delinquent and unpaid taxes of said District to the same extent as if said statutory provisions were expressly set forth in this act. All taxes and assessments shall be subject to the same discounts as county taxes.

Section 12. (1) ISSUANCE OF REVENUE BONDS, ASSESSMENT BONDS, AND BOND ANTICIPATION NOTES.—

(a) In addition to the other powers provided the District, and not in limitation thereof, the District shall have the power, pursuant to chapter 298, Florida Statutes, and applicable general law as amended from time to time, at any time, and, from time to time, after the issuance of any bonds of the District shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue.

(b) Pursuant to chapter 298, Florida Statutes, and applicable general law as amended from time to time, the District shall have the power to issue assessment bonds and revenue bonds, from time to time, without limitation as to amount for the purpose of financing those systems and facilities provided for in section 5. Such revenue bonds may be secured by, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects; from the rates, fees, or other charges to be collected from the users of any project or projects; from any revenue-producing undertaking or activity of the District; from special assessments; or from any other source or pledged security. Such bonds shall not constitute an indebtedness of the District, and the approval of the qualified electors shall not be required unless such bonds are additionally secured by the full faith and credit and taxing power of the District.

(c) Any issue of bonds may be secured by a trust agreement by and between the District and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the District and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the board may approve, including, without limitation, covenants setting forth the duties of

the District in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges, and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation.

(d) Bonds of each issue shall be dated; shall bear interest at such rate or rates, including variable rates, which interest may be tax exempt or taxable for federal income tax purposes; shall mature at such time or times from their date or dates; and may be made redeemable before maturity at such price or prices and under such terms and conditions as may be determined by the board.

(e) The District shall have the power to issue bonds for the purpose of refunding any outstanding bonds of the District.

(2) GENERAL OBLIGATION BONDS.—

(a) Pursuant to this act, the District shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects or to refund outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of thirty-five percent (35%) of the assessed value of the taxable property within the District as shown on the pertinent tax records at the time of the authorization of the general obligation bonds for which the full faith and credit of the District is pledged. Except for refunding bonds, no general obligation bonds shall be issued unless the bonds are issued to finance or refinance a capital project and the issuance has been approved at an election held in accordance with the requirements for such election as prescribed by the State Constitution. Such elections shall be called to be held in the District by the Board of County Commissioners of the County upon the request of the Board of the District. The expenses of calling and holding an election shall be at the expense of the District and the District shall reimburse the county for any expenses incurred in calling or holding such elections.

(b) The District may pledge its full faith and credit for the payment of the principal and interest on such general obligation bonds and for any reserve funds provided therefor and met unconditionally and irrevocably pledge itself to ad valorem taxes on all taxable property within the District, to the extent necessary for the payment thereof, without limitations as to greater amount.

(c) If the board determines to issue general obligation bonds for more than one capital project, the approval of the issuance of the bonds for each and all such projects may be submitted to the elector on one and the same ballot. The failure of the electors to approve the issuance of bonds for any one or more of the capital projects shall not defeat the approval of bonds for any capital project which has been approved by the electors.

(d) In arriving at the amount of general obligation bonds permitted to be outstanding at any one time pursuant to paragraph (a), there shall not be

included any general obligation bonds which are additionally secured by the pledge of:

1. Special assessments levied in the amount sufficient to pay the principal and interest on a general obligation bond so additionally secured, which assessments have been equalized and confirmed by resolution or ordinance of the board pursuant to section 170.08, Florida Statutes.

2. Water revenues, sewer revenues, or water and sewer revenues of the District to be derived from user fees in an amount sufficient to pay the principal and interest on the general obligation bond so additionally secured.

3. Any combination of assessments and revenues described in subparagraphs 1 and 2.

Section 13. Minimum charter requirements.—

(1) The District is organized and exists for all purposes set forth in this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(2) The powers, functions, and duties of the District regarding ad valorem taxation, bond issuance, other revenue-raising capabilities, budget preparation and approval, liens and foreclosure of liens, use of tax deeds and tax certificates as appropriate for non-ad valorem assessments, and contractual agreements shall be as set forth in chapters 170, 189, and 298, Florida Statutes, or any other applicable general or special law, as they may be amended from time to time.

(3) The District was created by special act of the Florida Legislature by chapter 70-854, Laws of Florida, in accordance with chapter 298, Florida Statutes.

(4) The District's charter may be amended only by special act of the Legislature.

(5) In accordance with chapter 189, Florida Statutes, this act, and section 298.11, Florida Statutes, the District is governed by a three-member board, elected on a one-acre, one-vote basis by the landowners in the District. The membership and organization of the board shall be as set forth in this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(6) The compensation of board members shall be governed by this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(7) The administrative duties of the Board of Supervisors shall be as set forth in this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(8) Requirements for financial disclosure, meeting notices, reporting, public records maintenance, and per-diem expenses for officers and employ-

ees shall be as set forth in chapters 112, 189, 286, and 298, Florida Statutes, as they may be amended from time to time.

(9) The procedures and requirements governing the issuance of bonds, notes, and other evidence of indebtedness by the District shall be as set forth in chapter 298, Florida Statutes, and applicable general laws, as they may be amended from time to time.

(10) The procedures for conducting District elections and for qualification of electors shall be pursuant to this act and chapters 189 and 298, Florida Statutes, as they may be amended from time to time.

(11) The District may be financed by any method established in this act, chapter 298, Florida Statutes, and applicable general laws, as they may be amended from time to time.

(12) The methods for collecting non-ad valorem assessments, fees, or service charges shall be as set forth in chapters 197 and 298, Florida Statutes, and other applicable general laws as they may be amended from time to time.

(13) The District's planning requirements shall be as set forth in this act.

(14) The District's geographic boundary limitations shall be as set forth in this act.

Section 3. Chapters 70-854 and 88-504, Laws of Florida, are repealed.

Section 4. In case any one or more of the sections or provisions of this act or the application of such sections or provisions to any situations, circumstances, or person shall for any reason be held to be unconstitutional, such unconstitutionality shall not affect any other sections or provisions of this act or the application of such sections or provisions to any other situation, circumstance or person, and it is intended that this law shall be construed and applied as if such section or provision had not been included herein for any unconstitutional application.

Section 5. In the event of a conflict between the provisions of this act and the provisions of any other act, the provisions of this act shall control to the extent of such conflict.

Section 6. This act shall take effect upon becoming a law.

Approved by the Governor June 7, 2000.

Filed in Office Secretary of State June 7, 2000.

Select Year:

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TITLE XXI

DRAINAGE

CHAPTER 298

DRAINAGE AND WATER CONTROL

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298.001 Districts designated as “water control” districts.—A water management district or a drainage district heretofore or hereafter created pursuant to the method authorized in this chapter or a water management district created by special act to operate under the authority of this chapter shall be designated as a water control district.

History.—s. 1, ch. 78-153.

298.005 Definitions.—As used in this chapter, the term:

- (1) “Jurisdictional water management district” means the chapter 373 water management district or districts within which the lands encompassed by a water control district are located.
- (2) “Owner” means the owner of the freehold estate, subject to assessment pursuant to this chapter, as appears by the deed record. The term does not include reversioners, remaindermen, or mortgagees, who are not to be counted and need not be notified by publication or served by process, but are to be represented by the present owners of the freehold estate in any proceeding under this chapter.
- (3) “Water control plan” means the comprehensive operational document that describes the activities and improvements to be conducted by a water control district authorized under this chapter and includes any district

“plan of reclamation,” “water management plan,” or “plan of improvement” that details the system of water management improvements implemented by a water control district.

History.—s. 38, ch. 6458, 1913; RGS 1135; CGL 1490; s. 1, ch. 97-40; s. 1, ch. 98-329; s. 4, ch. 2000-308.

Note.—Former s. 298.68.

298.01 Formation of water control district.—It is the legislative intent that those water control districts established prior to July 1, 1980, pursuant to the process formerly contained in ss. 298.01, 298.02, and 298.03, may continue to operate as outlined in this chapter. However, on and after that date, no water control district may be created except pursuant to s. 125.01 or a special act of the Legislature. Upon formation of a water control district by a special act of the Legislature, the circuit court of the county in which a majority of the land within the district is located shall thereafter maintain and have original and exclusive jurisdiction, coextensive with the boundaries and limits of the water control district without regard to county lines, for all purposes of this chapter.

History.—s. 1, ch. 6458, 1913; RGS 1098; CGL 1451; s. 7, ch. 22858, 1945; ss. 25, 35, ch. 69-106; s. 1, ch. 72-291; s. 1, ch. 79-5; s. 17, ch. 79-65; s. 1, ch. 80-281.

298.11 Landowners’ meetings; election of board of supervisors; duties of Department of Environmental Protection.—

(1) Within 20 days after the effective date of a special act creating a district, notice of a landowners’ meeting shall be given as provided in the special act. The notice shall be published once a week for 2 consecutive weeks in a newspaper of general circulation in each county in which lands of the district are located, the last publication to be not less than 10 nor more than 15 days before the date of the meeting. The meeting of the owners of the lands located in the district shall be scheduled, at a day and hour specified, at some public place in the county within which most of the district lands are located, for the purpose of electing a board of three supervisors, to be composed of owners of the lands in the district and residents of the county or counties in which the district is located.

(2) The landowners, when assembled, shall organize by the election of a chair and secretary of the meeting, who shall conduct the election. At the election, each and every acre of assessable land in the district shall represent one share, and each owner shall be entitled to one vote in person or by proxy in writing duly signed, for every acre of assessable land owned by him or her in the district, and the three persons receiving the highest number of votes shall be declared elected as supervisors. The appointment of proxies shall comply with s. 607.0722. Landowners owning less than 1 assessable acre in the aggregate shall be entitled to one vote. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than $\frac{1}{2}$ acre, when all of the landowners’ acreage has been aggregated for purposes of voting. The landowners shall at such election determine the length of the terms of office of each supervisor so elected by them, which shall be respectively 1, 2, and 3 years, and they shall serve until their successors shall have been elected and qualified.

(3) The Department of Environmental Protection, at any such meeting, may represent the state, and shall have the right to vote for supervisors, or upon any matter that may come properly before said meeting to the extent of the acreage owned by the state in such district, provided such acreage is subject to assessment by the water control district, which vote may be cast by any person designated by said department. Guardians may represent their wards, executors and administrators may represent estates of deceased persons, and private corporations may be represented by their officers or duly authorized agents. The owners and proxy holders of district acreage who are present at a duly noticed landowners’ meeting shall constitute a quorum for the purpose of holding such election or any election thereafter.

(4) Any elected or appointed supervisor may be removed by the Governor for malfeasance, misfeasance, dishonesty, incompetency, or failure to perform the duties imposed upon him or her by this chapter, and any vacancies which may occur in any such office so filled by appointment shall be filled by the Governor as soon as practicable.

History.—s. 4, ch. 6458, 1913; RGS 1101; CGL 1454; ss. 25, 35, ch. 69-106; s. 7, ch. 72-291; s. 1, ch. 76-181; s. 4, ch. 79-5; s. 22, ch. 79-65; s. 22, ch. 91-221; s. 120, ch. 94-356; s. 885, ch. 95-148; s. 2, ch. 97-40; s. 2, ch. 98-329; s. 5, ch. 2000-308.

298.12 Annual election of supervisors; term of office; vacancy.—

(1) Every year in the same month after the time for the election of the first board of supervisors, it shall call a meeting of the landowners in the district in the same manner as is provided for in s. 298.11, and the owners of land in such district shall meet at the stated time and place and elect one supervisor. Owners whose assessments have not been paid for the previous year are not entitled to vote. In case of their failure to elect, the Governor shall appoint such supervisor, who shall hold the supervisor's office for 3 years or until his or her successor is elected and qualified; and in case of a vacancy in any office of supervisor elected by the landowners, the remaining supervisors or, if they fail to act within 30 days, the Governor may fill such vacancy until the next annual meeting, when a successor shall be elected for the unexpired term.

(2) A vacancy in any of the three elected positions on the Melbourne-Tillman Water Control District Board of Supervisors which is not filled by a vote of the district's landowners pursuant to the provisions of this section shall be filled by the Brevard County Board of County Commissioners within 30 days. The supervisor so appointed shall fill such vacancy until the next annual meeting when a successor shall be elected by the landowners for the unexpired portion of the term. A vacancy in any of the two appointed supervisor positions shall be filled by the Brevard County Board of County Commissioners within 30 days.

History.—s. 5, ch. 6458, 1913; RGS 1102; CGL 1455; ss. 25, 35, ch. 69-106; s. 2, ch. 76-181; s. 5, ch. 79-5; s. 121, ch. 94-356; s. 886, ch. 95-148; s. 3, ch. 97-40; s. 3, ch. 98-329; s. 6, ch. 2000-308.

298.13 Supervisor's oath of office.—Each supervisor, before entering upon his or her official duties, shall take and subscribe to an oath before some officer authorized by law to administer oaths, that the supervisor will honestly, faithfully and impartially perform the duties devolving upon him or her in office, as supervisor of the district in which he or she was elected or appointed, and that the supervisor will not neglect any of the duties imposed upon him or her by this chapter.

History.—s. 6, ch. 6458, 1913; RGS 1103; CGL 1456; s. 6, ch. 79-5; s. 261, ch. 95-148.

298.14 Organization of board; annual reports to landowners; compensation of members of board.—Immediately after their election or appointment, the board of supervisors shall meet at some convenient place; choose one of their number to serve as president of the board; and elect as secretary some suitable person, who may or may not be a member of the board, and who may be required to execute bond for the faithful performance of the secretary's duties, as the board of supervisors may require. Such board shall adopt a seal with a suitable device; and it shall keep a record of all of its proceedings in a substantially bound book to be kept for that purpose, which shall be open to inspection by any interested person or the person's agent or attorney. The board of supervisors shall report to the landowners, at the annual meeting held under the provisions of s. 298.12, of what work has been done, either by engineers or otherwise. The members of the board shall be reimbursed for their travel expenses pursuant to s. 112.061, but shall receive no compensation for their service unless the landowners at the annual meeting determine to pay a compensation, which in no event may exceed \$50 per day for the time actually engaged in work for the district and in attending sessions of the board; however, if the secretary is a member of the board, he or she is entitled to compensation as provided in this chapter.

History.—s. 7, ch. 6458, 1913; RGS 1104; CGL 1457; s. 11, ch. 63-400; s. 1, ch. 65-517; s. 1, ch. 83-170; s. 262, ch. 95-148.

298.15 Record of proceedings.—The board of supervisors of any district organized under this chapter shall cause to be kept a well-bound book, entitled "record of board of supervisors of district," in which shall be recorded minutes of all meetings, proceedings, certificates, bonds given by all employees and any and all corporate acts, which record shall at all times be open to the inspection of anyone interested, whether taxpayer or bondholder. Copies of the record of proceedings shall be filed with the jurisdictional water management district upon request. Any interested person, whether landowner or not, shall be permitted to inspect the record of proceedings.

History.—s. 28, ch. 6458, 1913; RGS 1125; CGL 1478; s. 8, ch. 72-291; s. 23, ch. 79-65; s. 122, ch. 94-356; s. 4, ch. 97-40.

298.16 Appointment of district engineer; engineer's duties.—

(1) Within 30 days after organizing, the board of supervisors shall appoint a district engineer, who may be an individual, copartnership, or corporation, and who shall engage such assistants as the board of supervisors may approve. Such district engineer shall faithfully and honestly perform all the duties required of him or her by said supervisors, and deliver to his or her successor all instruments, papers, maps, documents, and other things that may have come into the district engineer's hands by virtue of his or her employment.

(2) The district engineer shall have control of the engineering work in said district and may, whenever he or she deems it necessary, confer with the jurisdictional water management district, and he or she may, by and with the consent of the board of supervisors, consult any eminent engineer and obtain his or her opinion and advice concerning the reclamation of lands in said districts. The said engineer shall make all necessary surveys of the lands within the boundary lines of said district, as described in the petition, and of all lands adjacent thereto that will be improved or reclaimed in part or in whole by any system of drainage that may be outlined and adopted.

(3) The engineer shall make a report in writing to the board of supervisors, with maps and profiles of said surveys, which report shall contain a full and complete water control plan for draining and reclaiming the lands described in the petition, or adjacent thereto, from overflow or damage by water, with the length, width, and depth of such canals, ditches, dikes or levees, or other works that may be necessary, in conjunction with any canals, drains, ditches, dikes, levees or other works heretofore constructed or built by the Board of Trustees of the Internal Improvement Trust Fund, or any other person, that may now be in process of construction, or which may be hereafter built by them, that may be necessary or which can be advantageously used in such water control plan; and also, an estimate of the costs of carrying out and completing the water control plan, including the cost of superintending the same and all incidental expenses in connection therewith. Maps and profiles shall also indicate so far as necessary the physical characteristics of the lands, and location of any public roads, railroads and other rights-of-way, roadways and other property or improvements located on such lands. A copy of the report required by this section shall be filed with the jurisdictional water management district.

History.—s. 8, ch. 6458, 1913; RGS 1105; CGL 1458; ss. 25, 27, 35, ch. 69-106; s. 9, ch. 72-291; s. 24, ch. 79-65; s. 123, ch. 94-356; s. 887, ch. 95-148; s. 5, ch. 97-40; s. 4, ch. 98-329.

298.17 Appointment and duties of treasurer of district; appointment of deputies; bond of treasurer; audit of books; disbursements by warrant; form of warrant.—The board of supervisors in any district shall select and appoint some competent person, bank or trust company, organized under the laws of the state, as treasurer of such district, who shall receive and receipt for all the drainage taxes collected by the county collector or collectors, and the treasurer shall also receive and receipt for the proceeds of all tax sales made under the provisions of this chapter. Said treasurer shall receive such compensation as may be fixed by the board of supervisors. Said board of supervisors shall also have the authority to employ a fiscal agent, who shall be either a resident of the state or some corporation organized under the laws of Florida and authorized by such laws to act as such fiscal agent for municipal corporations, who shall assist in the keeping of the tax books, collections of taxes, the remitting of funds to pay maturing bonds and coupons, and perform such other service in the general management of the fiscal and clerical affairs of the district as may be determined by such board; and said board shall have the right to define the duties of such fiscal agent and fix its compensation. Said board of supervisors shall furnish the secretary and the treasurer with necessary office room, furniture, stationery, maps, plats, typewriter, and postage. The secretary and the treasurer, or either of them, may appoint, by and with the advice and consent of the board of supervisors, one or more deputies as may be necessary. Said treasurer shall give bond in such amount as shall be fixed by the board of supervisors, conditioned that the treasurer will well and truly account for and pay out, as provided by law, all moneys received by him or her as taxes from the county collector, and the proceeds from tax sales for delinquent taxes, and from any other source whatever on account or claim of said district, which bond shall be signed by at least two sureties, or by some surety or bonding company, approved and accepted by said board of supervisors, and said bond shall be in addition to the bond for proceeds of sales of bonds, which is required by s. 298.47. Said bond shall be placed and remain in the custody of the president of the board of supervisors, and shall be kept separate from all papers in the custody of the secretary or treasurer. Said treasurer shall keep all funds received by him or her from any source whatever deposited at all times in some

bank, banks, or trust company to be designated by the board of supervisors. All interest accruing on such funds shall, when paid, be credited to the district. The board of supervisors shall audit or have audited the books of the said treasurer of said district at least once each year and make a report thereof to the landowners at the annual meeting and publish a statement within 30 days thereafter, showing the amount of money received, the amount paid out during such year, and the amount in the treasury at the beginning and end of the year. A certified copy of said annual audit shall be filed with the state auditor. The treasurer of the district shall pay out funds of the district only on warrants issued by the district, said warrants to be signed by the president of the board of supervisors and attested by the signature of the secretary. All warrants shall be in the following form:

\$ Fund No. of Warrant

Treasurer of Water Control District, State of Florida. Pay to Dollars out of the money in fund of Water Control District. For

By order of board of supervisors of Water Control District, Florida.

_____(President of District.)____

Attest: _____(Secretary of District.)_____

History.—s. 25, ch. 6458, 1913; RGS 1122; s. 1, ch. 9129, 1923; CGL 1475; s. 10, ch. 72-291; s. 7, ch. 79-5; s. 263, ch. 95-148.

298.18 Supervisors to employ attorney for district; duty of attorney.—The board of supervisors within 30 days after organizing shall employ an attorney to act for the district and to advise said board. Such employment shall be evidenced by an agreement in writing, which, as far as possible, shall specify the exact amount to be paid to said attorney for all services and expenses. Such attorney shall conduct all legal proceedings and suits in court where the district is a party or interested, and shall in all legal matters advise the said board of supervisors, all officers, employees or agents of said district and board, and generally look after and attend to all matters of a legal nature for said board and district. When the said board may deem it necessary, it may, by and with the advice of said attorney, and under the like terms and conditions as above set forth, employ another attorney.

History.—s. 27, ch. 6458, 1913; RGS 1124; CGL 1477.

298.19 Appointment and duties of superintendent of plant and operations and overseers.—For the purpose of preserving any ditch, drain, dike, levee or other work constructed or erected under the provisions of this chapter and for the taking care and the operation of the equipment owned by said district and the maintenance of the canals and other works of said district, including the removal of obstructions from the same, and such other duties as may be prescribed by said board, the board of supervisors may employ a superintendent of plant and operations who shall have charge and supervision of the works of the district after the construction of the same, and said board also may employ or appoint an overseer or overseers who shall hold their positions at the will of the board, and who shall assist said superintendent in the performance of the work aforesaid.

History.—s. 40, ch. 6458, 1913; RGS 1137; s. 1, ch. 9129, 1923; CGL 1492.

298.20 Supervisors to fix compensation for work and employees.—The board of supervisors, except where otherwise provided, shall, by resolution, at time of hiring or appointing, provide for the compensation for work done by any officer, engineer, attorney, or other employee and shall also pay the fees, and necessary expenses of all court and county officers who may, by virtue of this chapter, render service to said district. Reimbursement of travel expenses shall be made as provided by s. 112.061. It is understood that the ordinary fee statute does not apply to services rendered under this chapter by any county officer, but each such officer shall receive only a reasonable compensation for services actually rendered, the same to be fixed by the court in which the proceeding is pending, except where otherwise provided in this chapter, that said districts or petitioners for such corporations may prepare, write or print all copies of petitions, writs, orders, and decrees or other papers, and furnish same to the clerk or other officer for his or her use, and in such event said officer shall be entitled to receive as compensation for issuing the said writs and copies of petitions, decrees, orders, or other papers, only the reasonable value of the services actually rendered.

History.—s. 37, ch. 6458, 1913; RGS 1134; CGL 1489; s. 19, ch. 63-400; s. 8, ch. 79-5; s. 264, ch. 95-148.

298.21 Supervisors may remove officers and employees.—The board of supervisors may at any time remove any officer, attorney, chief engineer or other employee appointed or employed by said board.

History.—s. 47, ch. 6458, 1913; RGS 1144; CGL 1501.

298.22 Powers of supervisors.—The board of supervisors of the district has full power and authority to construct, complete, operate, maintain, repair, and replace any and all works and improvements necessary to execute the water control plan. Subject to the applicable provisions of chapter 373 or chapter 403, the board of supervisors:

(1) May employ persons and purchase machinery to directly supervise, construct, maintain, and operate the works and improvements described in the water control plan, or may contract with others for the supervision, construction, maintenance, and operation of such works and improvements either as a whole or in part. Contracts for the construction of district facilities must be awarded under s. 255.20 and applicable general law.

(2) May clean out, straighten, open up, widen, or change the course and flow, alter or deepen any canal, ditch, drain, river, watercourse, or natural stream; and concentrate, divert, or divide the flow of water in or out of said district; construct and maintain main and lateral ditches, canals, levees, dikes, dams, sluices, revetments, reservoirs, holding basins, floodways, pumping stations, and siphons, and may connect same, or any of them, with any canals, drains, ditches, levees, or other works that may have been heretofore, or which may be hereafter constructed by the Department of Environmental Protection or jurisdictional water management district, and with any natural stream, lake, or watercourse in or adjacent to said district.

(3) May build and construct any other works and improvements deemed necessary to preserve and maintain the works in or out of said district; acquire, construct, operate, maintain, use, purchase, sell, lease, convey, or transfer real or personal property, including pumping stations, pumping machinery, motive equipment, electric lines and all appurtenant or auxiliary machines, devices, or equipment.

(4) May contract for the purchase, construction, operation, maintenance, use, sale, conveyance and transfer of the said pumping stations, machinery, motive equipment, electric lines and appurtenant equipment, including the purchase of electric power and energy for the operation of the same.

(5) May construct or enlarge, or cause to be constructed or enlarged, any and all bridges that may be needed in or out of said district, across any drain, ditch, canal, floodway, holding basin, excavation, public highway, railroad right-of-way, track, grade, fill or cut; construct roadways over levees and embankments; construct any and all of said works and improvements across, through or over any public highway, railroad right-of-way, track, grade, fill or cut, in or out of said district; remove any fence, building or other improvements, in or out of said district.

(6) Shall have the right to hold, control and acquire by donation or purchase and if need be, condemn any land, easement, railroad right-of-way, sluice, reservoir, holding basin or franchise, in or out of said district, for right-of-way, holding basin for any of the purposes herein provided, or for material to be used in constructing and maintaining said works and improvements for implementation of the district water control plan.

(7) May condemn or acquire, by purchase or grant, for the use of the district, any land or property within or without said district not acquired or condemned by the court as identified in the engineer's report, and shall follow the procedure set out in chapter 73. Such powers to condemn or acquire any land or property within or without the district shall also be available for implementing requirements imposed on those districts subject to s. 373.4592.

(8) May adopt resolutions and policies to implement the purposes of this chapter.

(9) May assess and collect reasonable fees for the connection to and use of the works of the district.

(10) May implement and authorize the comprehensive water control activities, including flood protection, water quantity management, and water quality protection and improvement, described in the water control plan.

(11) May construct and operate facilities for the purpose of controlling and preventing the spread or introduction of agricultural pests and diseases.

(12) May construct, manage, or authorize construction and management of resource-based recreational facilities that may include greenways, trails, and associated facilities.

History.—s. 26, ch. 6458, 1913; s. 1, ch. 7897, 1919; RGS 1123; CGL 1476; s. 1, ch. 14714, 1931; ss. 25, 27, 35, ch. 69-106; s. 11, ch. 72-291; s. 1, ch. 85-154; s. 9, ch. 94-115; s. 124, ch. 94-356; s. 6, ch. 97-40; s. 5, ch. 98-329; s. 7, ch. 2000-308; s. 9, ch. 2001-275; s. 1, ch. 2005-238.

298.225 Water control plan; plan development and amendment.—

- (1) Effective October 1, 1998, any plan of reclamation, water management plan, or plan of improvement developed and implemented by a water control district created by this chapter or by special act of the Legislature is considered a “water control plan” for purposes of this chapter.
- (2) By October 1, 2000, the board of supervisors of each water control district must develop or revise the district’s water control plan to reflect the minimum applicable requirements set forth in subsection (3).
- (3) Each water control plan for a district or unit must contain, if applicable:
 - (a) Narrative descriptions of the statutory responsibilities and powers of the water control district.
 - (b) A map delineating the legal boundary of the water control district and identifying any subdistricts or units within the district.
 - (c) Narrative descriptions of land use within the district and all existing district facilities and their purpose and function, and a map depicting their locations.
 - (d) Engineering drawings and narrative sufficient to describe each facility’s capacity for the management and storage of surface waters and potable water supply, if applicable.
 - (e) A description of any environmental or water quality program that the water control district has implemented or plans to implement.
 - (f) A map and narrative description of any area outside the water control district’s legal boundary for which the district provides services.
 - (g) Detailed descriptions of facilities and services that the water control district plans to provide within 5 years.
 - (h) A description of the administrative structure of the water control district.
- (4) Information contained within a district’s facilities plan prepared pursuant to s. 189.415 which satisfies any of the provisions of subsection (3) may be used as part of the district water control plan.
- (5) Before final adoption of the water control plan or plan amendment under s. 298.301, the board of supervisors must submit the proposed plan or amendment to the jurisdictional water management district for review. Within 60 days after receipt of the proposed water control plan or amendment, the governing board of the jurisdictional water management district, or the executive director or designee, if delegated, must review the proposed plan or amendment for consistency with the applicable water resource plans and policies and recommend to the board of supervisors any proposed changes. If the jurisdictional water management district determines that the proposed plan or amendment is incomplete, it may notify the water control district and request additional information. Upon such request, the deadline for review may be extended as agreed by the water control district and the jurisdictional water management district. Within 60 days after receipt of the applicable water management district’s recommended changes, the board of supervisors shall include the recommendations in the water control plan or plan amendment to the extent practicable. If the recommendations are not incorporated, the board of supervisors must specify its reasons in the water control plan or plan amendment adopted. A copy of the water control plan must be filed with the jurisdictional water management district and each local general purpose government within which all or a portion of the district’s lands are located. A district which has an adopted water control plan and is located entirely within an unincorporated portion of a county shall be the exclusive provider within the district for services and facilities as authorized by this chapter or special act and included in an adopted water control plan.
- (6) The review or approval of the water control plan by the applicable water management district shall not constitute the granting of any permit necessary for the construction or operation of any water control district work and cannot be relied upon as any future agency action on a permit application.
- (7) The board of supervisors must review the water control plan at least every 5 years following its initial development and adoption, and to the extent necessary, amend the plan in accordance with s. 298.301.
- (8) If the preparation of a water control plan, engineer’s report, or amendments thereto under this section do not result in revision of the district’s current plan or require the increase of any levy of assessments or taxes beyond the maximum amount previously authorized by general law, special law, or judicial proceeding, a change in the use of said assessments or taxes, or substantial change to district facilities, the provisions of s. 298.301(2)-(9)

do not apply to the plan adoption process. This section and s. 298.301 do not apply to minor, insubstantial amendments to district plans or engineer's reports, and such amendments or reports may be adopted by resolution of the board of supervisors. Minor, insubstantial amendments include amendments to the water control plan which replace, relocate, reconstruct, or improve and upgrade district facilities and operations consistent with the adopted water control plan, but which do not require increasing assessments beyond the maximum amount authorized by law, or amendments to engineer's reports which do not increase the total assessment of benefits.

History.—s. 7, ch. 97-40; s. 6, ch. 98-329; s. 85, ch. 99-13; s. 8, ch. 2000-308; s. 2, ch. 2005-238.

298.23 Supervisors authorized to take land for rights-of-way, etc.; payment.—The board of supervisors of a district organized under this chapter shall not have the right to enter upon, or appropriate, any land for rights-of-way, holding basins or other works of the district, until the prices awarded to the owners of such land shall have been paid to such owners, or into the hands of the clerks of the circuit courts of the county or counties within which the respective lands are located for the use of such owners; and if the sums awarded be not so paid within 5 years from the date of filing the engineer's reports, all proceedings as to the taking of such property for rights-of-way, holding basins and other works, not so paid for, shall abate at the cost of said district. Whenever any land is acquired by any district under the provisions of this chapter and the price of such property has been paid the owner by the district, the title, use, possession and enjoyment of such property shall pass from the owner and be vested in the district, and subject to its use, profit, employment and final disposition. The price awarded for all lands acquired by any district for rights-of-way, holding basins, or other works, and the amount of damage assessed by the board of supervisors to any tract or parcel of land or other property in the district, shall be paid in cash to the owner thereof or to the clerk of the court for the use of such owner, and that portion of any tract or parcel of land not taken for use of the district shall be assessed for the benefits accruing in accordance with the provisions in this chapter.

History.—s. 29, ch. 6458, 1913; RGS 1126; CGL 1479; s. 9, ch. 79-5; s. 8, ch. 97-40.

298.24 Bridge construction.—All bridges contemplated by this chapter and all enlargements of bridges already in existence shall be built and enlarged according to and in compliance with the plans, specifications and orders made or approved by the chief engineer of the district. If any such bridge shall belong to any corporation, or be needed over a public highway or right-of-way of any corporation, the secretary of said board of supervisors shall give such corporation notice by delivering to its agent or officer, in any county wherein said district is situate, a copy of the order of the board of supervisors of said district declaring the necessity for the construction or enlargement of said bridge. A failure to construct or enlarge such bridge, within the time specified in such order, shall be taken as a refusal to do said work by said corporation, and thereupon the said board of supervisors shall proceed to let the work of constructing or enlarging the same at the expense of the corporation for the cost thereof, which costs shall be collected by said board of supervisors from said corporation, by suit therefor, if necessary. But before said board of supervisors shall let such work, it shall give some agent or officer of said corporation, authorized by the laws of this state to accept service of summons, or upon whom service of summons for said corporation might be made, at least 20 days' actual notice of the time and place of letting such work. Any owner of land, within or without the district, may, at the owner's expense, and in compliance with the terms and provisions of this chapter, construct a bridge across any drain, ditch, canal, or excavation in or out of said district. Each district shall have full authority to construct and maintain any ditch or lateral provided in its water control plan, across any of the public highways of this state, without proceedings for the condemnation of the same, or being liable for damages therefor. Within 10 days after a dredge boat or any other excavating machine shall have completed a ditch across any public highway, a bridge shall be constructed and maintained over such drainage ditch where the same crosses such highway; provided, however, the word corporation as used in this section shall not apply to counties.

History.—s. 30, ch. 6458, 1913; RGS 1127; CGL 1480; s. 10, ch. 79-5; s. 265, ch. 95-148; s. 9, ch. 97-40.

298.25 Type of bridges over drains in large counties.—Whenever any district cuts or digs a drain, canal or ditch across any public highway, in counties having a population of not less than 130,000, according to the last

preceding state census, the style, type and character of such bridge shall be determined by the engineer of the county and the chief engineer of the district, and approved by a majority of the board of county commissioners of the county or counties in which the lands within the district are located; and the cost of the same, as estimated by the chief engineer of the district, shall be included by the district board of supervisors in the assessment for the construction of the water control plan.

History.—ss. 1, 2, ch. 11344, 1925; CGL 1481, 1482; s. 11, ch. 79-5; s. 10, ch. 97-40.

298.26 District engineer to make annual reports to supervisors; approval of reports; water control plan.

—The district engineer shall make a report in writing to the board of supervisors once every 12 months or as directed by the board. The report shall describe the progress made and activities undertaken in furtherance of the water control plan, and may include suggestions and recommendations to the board as the district engineer deems appropriate. Upon receipt of the final report of said engineer concerning the surveys made of the lands contained in the district organized and the lands adjacent thereto and for reclaiming the same, the board of supervisors shall adopt such report, or any modification thereof approved by the district engineer, after consulting with him or her or someone representing the district engineer.

History.—s. 9, ch. 6458, 1913; RGS 1106; CGL 1459; s. 12, ch. 72-291; s. 25, ch. 79-65; s. 125, ch. 94-356; s. 888, ch. 95-148; s. 11, ch. 97-40; s. 7, ch. 98-329.

298.28 Watercourses to be connected with drainage of district; connecting drains after completion of plan of drainage.—At the time of the construction, in any district incorporated under this chapter, of the water control plan, all canals, ditches or systems of drainage already constructed in said district and all watercourses shall, if necessary to the drainage of any lands in said district, be connected with and made a part of the works and improvements of the plan of drainage of said district, but no canals, ditches, drains, or systems of drainage constructed in said district, after the completion of the aforesaid plan of drainage of said district, shall be connected therewith, unless the consent of the board of supervisors shall be first had and obtained; which consent shall be in writing and shall particularly describe the method, terms and conditions of such connection, and shall be approved by the chief engineer. Said connection, if made, shall be in strict accord with the method, terms, and conditions laid down in said consent. If the landowners wishing to make such connection are refused by the board of supervisors, or decline to accept the consent granted, the said landowners may file a petition for such connection in the circuit court having jurisdiction in said district, and the matter in dispute shall in a summary manner be decided by said court, which decision shall be final and binding on the district and landowners. No connection with the works or improvements of said plan of drainage of said district, or with any canal, ditch, drain or artificial drainage, wholly within said district, shall be made, caused or affected by any landowners, company or corporation, municipal or private, by means of, or with, any ditch, drain, cut, fill, roadbed, levee, embankment or artificial drainage, wholly without the limits of said district, unless such connection is consented to by the board of supervisors, or in the manner provided for in this chapter.

History.—s. 48, ch. 6458, 1913; RGS 1145; CGL 1502; s. 12, ch. 97-40.

298.301 District water control plan adoption; district boundary modification; plan amendment; notice forms; objections; hearings; assessments.—

(1) District infrastructure and works must be implemented pursuant to a water control plan. In the execution of the powers and authorities granted in this chapter, the district's action must be consistent with any adopted local government comprehensive plan within which the lands of the district are located. The board of supervisors may, by resolution at a regular or special meeting noticed pursuant to chapter 189, consider the adoption of a district water control plan or plan amendment. Notice, hearing, and final adoption of any proposed water control plan or plan amendment must comply with the provisions of this chapter. For any district that was created or whose authorities or boundaries have been amended by special act, lands may be added to or deleted only through legislative modification of the special act. For those districts existing solely by judicial decree, lands may be added to or deleted from such districts by decree of the circuit court of the county in which the majority of the land within the district is located.

(2) Before adopting a water control plan or plan amendment, the board of supervisors must adopt a resolution to consider adoption of the proposed plan or plan amendment. As soon as the resolution proposing the adoption or amendment of the district's water control plan has been filed with the district secretary, the board of supervisors shall give notice of a public hearing on the proposed plan or plan amendment by causing publication to be made once a week for 3 consecutive weeks in a newspaper of general circulation published in each county in which lands and other property described in the resolution are situated. The notice must be in substantially the following form:

Notice of Hearing

To the owners and all persons interested in the lands corporate, and other property in and adjacent to the name of district District.

You are notified that the name of district District has filed in the office of the secretary of the district a resolution to consider approval of a water control plan or an amendment to the current water control plan to provide here insert a summary of the proposed water control plan or plan amendment. On or before its scheduled meeting of (date and time) at the district's offices located at (list address of offices) written objections to the proposed plan or plan amendment may be filed at the district's offices. A public hearing on the proposed plan or plan amendment will be conducted at the scheduled meeting, and written objections will be considered at that time. At the conclusion of the hearing, the board of supervisors may determine to proceed with the process for approval of the proposed plan or plan amendment and direct the district engineer to prepare an engineer's report identifying any property to be taken, determining benefits and damages, and estimating the cost of implementing the improvements associated with the proposed plan or plan amendment. A final hearing on approval of the proposed plan or plan amendment and engineer's report shall be duly noticed and held at a regularly scheduled board of supervisors meeting at least 25 days but no later than 60 days after the last scheduled publication of the notice of filing of the engineer's report with the secretary of the district.

Date of first publication: , (year)

(Chair or President, Board of Supervisors)
County, Florida

(3) In addition to the publication of notice, a copy of the notice shall be served by first class mail on any owner of land within the district as shown on the current tax rolls, the water management district created under chapter 373 within which the district is located, the board of county commissioners of the county, and the governing body of any municipality within which the district is located.

(4) The engineer may at any time call upon the attorney of the district for legal advice and information relative to her or his duties. The engineer shall proceed to view the premises and identify all lands, within or without the district, to be acquired by purchase or condemnation and used for rights-of-way, or other works set out in the proposed plan or plan amendment. The engineer shall, with the advice of the district attorney, staff, and consultants, determine the amount of benefits and the amount of damages, if any, that will accrue to each subdivision of land (according to ownership), from carrying out and putting into effect the proposed plan or plan amendment. The engineer shall determine only those benefits that are derived from the construction of the works and improvements set out in the proposed plan or plan amendment. The engineer has no power to change the proposed plan or plan amendment without board approval.

(5) The engineer shall prepare a report arranged in tabular form, the columns of which are to be headed as follows: column one, "owner of property"; column two, "description of property"; column three, "number of acres"; column four, "amount of determined benefit"; column five, "amount of determined damages"; column six, "number of acres to be taken for rights-of-way, district works, etc." The engineer shall also, by and with the advice of other employees and consultants of the district, estimate the cost of the works set out in the proposed plan or plan amendment, including the cost of and the probable expense of organization and administration. A maintenance assessment recommendation must also be included in each engineer's report. However, the

maintenance assessment may not be considered as part of the costs of installation or construction specified by the proposed plan or plan amendment in determining whether benefits exceed damages. The report shall be signed by the engineer and filed in the office of the secretary of the district. The secretary of the district, or deputy thereto, shall assist as needed in preparation of the report.

(6) Upon the filing of the engineer's report, the board of supervisors shall give notice thereof by arranging the publication of the notice of filing of the engineer's report together with a geographical depiction of the district once a week for 2 consecutive weeks in a newspaper of general circulation in each county in the district. A location map or legal description of the land shall constitute a geographical depiction. The notice must be substantially as follows:

Notice of Filing Engineer's Report for
District

Notice is given to all persons interested in the following described land and property in _____ County (or Counties), Florida, viz.: _(Here describe land and property)_ included within the _____ district that the engineer hereto appointed to determine benefits and damages to the property and lands situated in the district and to determine the estimated cost of construction required by the water control plan, within or without the limits of the district, under the proposed water control plan or plan amendment, filed her or his report in the office of the secretary of the district, located at _(list address of district offices)_, on the _____ day of _____, _(year)_, and you may examine the report and file written objections with the secretary of the district to all, or any part thereof, on or before _(enter date 20 days after the last scheduled publication of this notice, which date must be before the date of the final hearing)_. The report recommends _(describe benefits and damages)_. A final hearing to consider approval of the report and proposed water control plan or plan amendment shall be held _(time, place, and date at least 25 days but no later than 60 days after the last scheduled publication of this notice)_.

Date of first publication: _____, _(year)_

(Chair or President, Board of Supervisors)

County, Florida

(7) Any party identified in subsection (3) may file written objections with the secretary of the district to any part or all of the engineer's report and the proposed plan or plan amendment, within 20 days after the last published notice of filing of the engineer's report.

(8) All objections and proposed revisions to the engineer's report, water control plan, or plan amendment must be heard and determined by the board of supervisors at the public hearing so as to carry out liberally the purposes and needs of the district. If the board of supervisors determines at the final public hearing, upon examination of the engineer's report and upon hearing all of the objections or proposed revisions, that the estimated cost of construction of improvements contemplated in the plan or plan amendment is less than the benefits determined for the lands in the district, the board of supervisors may approve and confirm the engineer's report and water control plan or plan amendment; or, if the board of supervisors determines that any of the objections or proposed revisions to the engineer's report, water control plan, or plan amendment should be sustained or implemented, it shall order the engineer's report and water control plan or plan amendment changed to conform with its findings, and when changed, the board of supervisors shall approve and confirm or disapprove, as appropriate, the engineer's report and water control plan or plan amendment and enter its order approving or disapproving, as appropriate, the engineer's report and proposed water control plan or plan amendment as so revised. When any land or other property is shown by the engineer's report to be needed for rights-of-way, or other works, the board of supervisors may institute proceedings under chapter 73 or chapter 74 in the circuit court of the proper county to condemn the lands and other property that must be taken or damaged in the making of improvements, with the right and privilege of paying into court a sum to be fixed by the circuit court judge and of proceeding with the work, before the assessment by the jury.

(9) The approval and confirmation of the engineer's report by the board of supervisors establishes the amount and apportionment of assessments contained therein. The assessments so established are final and conclusive as to all land assessed, unless within 30 days after approval and confirmation of the engineer's report an action for relief

is brought in a court of competent jurisdiction. If the assessment against any land is reduced or abated by the court, the board of supervisors shall cause the engineer's report to be amended accordingly. Unless such an action is commenced within the 30-day period, the assessment set forth in the engineer's report is final and nonappealable as to such land.

History.—s. 13, ch. 97-40; s. 8, ch. 98-329; s. 21, ch. 99-6; s. 11, ch. 99-7; s. 3, ch. 2005-238.

298.305 Assessing land for development; apportionment of assessment.—

(1) After the engineer's report has been approved by the board of supervisors, the proposed water control plan or plan amendment has been finally adopted, and the lists of lands with the assessed benefits have been filed in the office of the secretary of the district, then the board of supervisors shall levy a non-ad valorem assessment as approved by the board on all lands in the district to which benefits have been assessed, to pay the costs of the completion of the proposed works and improvements, as shown in the adopted plan or plan amendment and in carrying out the objectives of the district; and, in addition thereto, 10 percent of the total amount for contingencies. The assessment must be apportioned to and levied on each assessable tract of land in the district. Under s. 298.54, the board of supervisors may also levy a maintenance assessment on all lands in the district to which benefits have been assessed as may be necessary to operate and maintain the district works and activities and to defray the current expenses of the district. A maintenance assessment recommendation for the operation and maintenance of the district works and activities must be included in each engineer's report considered by the board.

(2) The board of supervisors may issue bonds in accordance with s. 298.47 to pay the cost of the works and improvements described in the water control plan. Upon such determination, the board of supervisors shall levy a non-ad valorem assessment in a sum not less than an amount, 90 percent of which shall be equal to the principal of said bonds. In no event shall the total amount of all bonds to be issued by the district exceed 90 percent of the benefits assessed upon the lands of the district. Bonds issued under this section shall draw interest at a rate provided by general law and shall be made payable at such time and place as the board of supervisors may determine. The amount of the interest that will accrue on the bonds, as estimated by the board of supervisors, shall be included and added to the assessment, but the interest to accrue on the bonds shall not be included as part of the cost of construction in determining whether or not the expenses and costs of making the improvements shown in the water control plan are equal to, or in excess of, the benefits assessed.

History.—s. 14, ch. 97-40.

298.329 When works insufficient, supervisors have power to make a new or amended plan; additional levy; issuance of bonds; procedure.—

(1) If the works set out in the district water control plan are found insufficient to develop, in whole or in part, any or all of the lands of the district, the board of supervisors shall have the right to formulate a new or amended water control plan, containing new or modified public infrastructure or other authorized works, and additional assessments may be made in conformity with s. 298.305, the same to be made in proportion to the increased benefits accruing to the lands because of the additional works. Such new or amended plan shall be subject to review by the applicable water management district in accordance with s. 298.225.

(2) If the board of supervisors determines at any time that the amount of total assessments levied under this chapter or the funds derived from the sale of bonds are insufficient to pay the cost of works set out in the water control plan, the board of supervisors may make an additional levy to provide funds to complete the works and, in addition, up to 10 percent of the total amount for contingencies; and, may issue bonds to finance the increased cost of completing the works described in the water control plan; however, the principal amount of the additional bonds and the principal amount of any bonds previously issued to finance the works must not, in the aggregate, exceed 90 percent of the benefits assessed.

(3) If the board of supervisors determines at any time that the water control plan requires modification and that the amount of the total assessments levied under this chapter or the funds derived from the sale of bonds are insufficient to carry out the water control plan with the proposed modification, the board of supervisors may initiate plan amendment proceedings.

(4) After the engineer's report has been approved and the resolution amending the water control plan adopted by the board of supervisors, the board may levy a non-ad valorem assessment on all lands in the district to which benefits have been assessed to pay the increased cost of completing the works and improvements described in the water control plan as amended. The assessment may include the cost of maintaining and operating the facilities and all incidental expenses in connection therewith, plus an additional 10 percent of the total amount for contingencies. The additional assessments authorized to be levied under this section must be levied and collected in the same manner as the original assessments.

(5) The issuance of bonds under the provisions of this section must comply with the provisions of s. 298.47. Any additional tax authorized to be levied for completion of the works and improvements described in the water control plan must be apportioned to and levied upon each tract of land in the district in proportion to the benefits assessed against it and not in excess thereof; and, if bonds are issued, the amount of the interest that will accrue on the bonds, as estimated by the board of supervisors, must be included and added to the additional levy. The interest to accrue on the bonds must not be included as part of the cost of construction in the determination of whether or not the expenses and costs of making the improvements shown in the water control plan are equal to or in excess of the benefits assessed.

History.—s. 15, ch. 97-40; s. 9, ch. 98-329.

298.333 Assessments and costs; a lien on land against which levied.—All non-ad valorem assessments provided for in this chapter, together with all penalties for default in payment of the same and all costs in collecting the same, constitutes, from the date of assessment thereof until paid, a lien of equal dignity with the liens for county taxes and other taxes of equal dignity with county taxes upon all the lands against which such assessments have been levied and assessed, pursuant to s. 197.3632.

History.—s. 16, ch. 97-40.

298.341 When unpaid assessments delinquent; penalty.—All non-ad valorem assessments provided for in this chapter become delinquent and bear penalties on the amount of the assessments in the same manner as county taxes. The assessments shall, from January 1 of each year assessable property is liable for district assessments, constitute a lien until paid on the property against which assessed and are enforceable in the same manner as county taxes.

History.—s. 18, ch. 97-40; s. 4, ch. 2005-238.

298.345 Enforcement of non-ad valorem assessments.—The collection and enforcement of all non-ad valorem assessments levied by the district shall be at the same time and in like manner as county taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes, the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes, the redemption thereof, the issuance to individuals of tax deeds based thereon, and all other procedures in connection therewith, apply to the district and the delinquent and unpaid assessments and taxes of the district to the same extent as if the statutory provisions were expressly set forth in this chapter. All non-ad valorem assessments are subject to the same discounts as county taxes.

History.—s. 19, ch. 97-40.

298.349 Uniform initial acreage assessment for payment of expenses.—There is levied upon each acre of land within a water control district created on or after July 1, 1997, a uniform initial assessment of \$50 per acre for the year in which the district is created, to be used by the district, through its board of supervisors, for the purpose of district administration, paying expenses incurred or to be incurred in making surveys of the lands in the district, assessing benefits and damages, and other expenses necessarily incurred, as estimated or determined by the board of supervisors, before the board collects or receives funds under the remaining provisions of this chapter. The assessment constitutes a lien upon the lands in the district from the effective date of the special act creating the district and must be collected by the district. If the board of supervisors determines that it is necessary to obtain funds to pay any expenses incurred or to be incurred in organizing the district, or any other expenses relating to the conduct and operation of the district, before a sufficient sum can be obtained by collecting the

acreage assessment levied by this section, the board may borrow a sufficient sum of money for any of those purposes, may issue notes or bonds therefor, and may pledge any and all assessments of the initial acreage assessment levied under the provisions of this section for the repayment thereof. The board of supervisors may issue notes or bonds to any person or persons performing work or services or furnishing anything of value in the organization of the district or for any other expenses necessarily incurred before the receipt of funds arising from assessments or benefits.

History.—s. 20, ch. 97-40.

298.353 Unit development; powers of board of supervisors to designate units of district; financing assessments for each unit.—The board of supervisors of the district may designate areas or parts of the district as separate administrative and financial “units.” Units must be created or modified as a part of and through the adoption of a water control plan or plan amendment as provided in this chapter. The units into which the district is divided must be given appropriate numbers or names by the board of supervisors so that the units can be readily identified and distinguished. The board may fix and determine the location, area, and boundaries of the lands to be included in each unit, the type and amount of work required in the unit and the order of development, and the method of carrying on the work in each unit. The unit system provided by this section may be conducted, and all the proceedings by this section and this chapter authorized in respect to such unit or units may be carried on and conducted, whenever the board of supervisors finds that it is appropriate. If the board finds that it is advisable to implement the district infrastructure and service plans by units, as authorized by this section, the board shall, by resolution duly adopted and entered upon its minutes, declare its purpose to conduct the work accordingly, and shall proceed through the water control plan adoption or amendment process described in s. 298.301 to fix the number, location, boundaries, and description of lands within each unit or units and give them appropriate numbers or names. All provisions of this chapter shall apply within all units, and the enumeration of or reference in this section to specific powers or duties of the supervisors does not limit or restrict the application of any and all of the proceedings and powers in this chapter within all units. For water control plans applicable to one or more units, but to less than the entire district, the notices to district landowners or municipalities required under s. 298.301 need be provided only to owners of lands within the affected unit or units and municipalities within whose boundaries unit lands are located. All assessments, levies, taxes, bonds, and other obligations made, levied, assessed, or issued for or in respect to any unit or units constitute a lien and charge solely and only upon the lands in the unit or units, respectively, for the benefit of which the same have been levied, made, or issued, and not upon the remaining units or lands in the district. However, bonds may be payable from assessments imposed on more than one unit. The board of supervisors may at any time amend the location and description of lands in any unit or units by proceeding in accordance with the provisions of this section for the original creation of the unit or units. If, after the approval of the engineer’s report of benefits in any unit or units or the issuance of bonds or other obligations that are payable from taxes or assessments for benefits levied upon lands within any unit or units, the board of supervisors finds that the infrastructure or service plan for the unit or units is insufficient or inadequate for efficient development, the plan may be amended or changed and the unit or units may be amended or changed as provided in this section, by changing the location and description of lands in the unit or units, by detaching lands therefrom, or by adding lands thereto pursuant to this chapter. However, a change or amendment to a designated unit is not authorized if it has the effect of impairing a debt or other obligation of the unit or the district.

History.—s. 21, ch. 97-40; s. 10, ch. 98-329.

298.36 Lands belonging to state assessed; drainage tax record.—

(1) The benefits, and all lands in said district belonging to the state, shall be assessed to, and the taxes thereon shall be paid by, the state out of funds on hand, or which may hereafter be obtained, derived from the sale of lands belonging to the state. This provision shall apply to all taxes in any district including maintenance and ad valorem taxes, either levied under this or any other law, and to taxes assessed for preliminary work and expenses, as provided in s. 298.349, as well as to the taxes provided for in this section.

(2) The secretary of the board of supervisors, as soon as said total tax is levied, shall, at the expense of the district, prepare a list of all taxes levied, in the form of a well-bound book, which book shall be endorsed and named "DRAINAGE TAX RECORD OF WATER CONTROL DISTRICT COUNTY, FLORIDA," which endorsement shall be printed or written at the top of each page in said book, and shall be signed and certified by the president and secretary of the board of supervisors, attested by the seal of the district, and the same shall thereafter become a permanent record in the office of said secretary.

History.—s. 17, ch. 6458, 1913; RGS 1114; s. 1, ch. 12040, 1927; CGL 1467; s. 17, ch. 79-5; s. 22, ch. 97-40.

298.365 Collection of annual installment tax; lien.—Annual installment taxes levied under s. 298.36 shall become due and be collected during each year at the same time that county taxes are due and collected, and said annual installment and levy shall be evidenced to and certified by the board of supervisors not later than June 1 of each year to the property appraisers of counties in which lands of the district are situated. Said tax shall be extended by the county property appraisers on the county tax rolls and shall be collected by the tax collectors in the same manner and time as county taxes and the proceeds thereof paid to said district. Said tax shall be a lien until paid on the property against which assessed and enforceable in like manner as county taxes.

History.—s. 16, ch. 72-291; s. 1, ch. 77-102; s. 1, ch. 86-54.

298.366 Delinquent taxes; penalties.—All taxes provided for in this chapter shall be and become delinquent and bear penalties on the amount of said taxes in the same manner as county taxes.

History.—s. 17, ch. 72-291.

298.401 Property appraisers and tax collectors; compensation; characterization of services.—

(1) In any district or subdistrict whose area shall extend into not more than two counties, the property appraisers of each county containing lands within such districts where drainage taxes are assessed on the county tax roll by the county property appraiser shall be paid an amount equal to 1 percent of the total of taxes of the district, by each assessed within his or her county, except errors, and 1 percent on delinquent taxes when redeemed. The tax collectors of each county containing lands within the district shall be paid an amount equal to 1 percent of the total of taxes of the district by each collected, and 1 percent upon delinquent taxes when collected.

(2) The services of the property appraisers and tax collectors in assessing and collecting such district taxes are hereby declared to be special services performed directly for these districts, and any payment therefor shall not be considered a part of the general income of the official's office nor come under the provisions of s. 116.03. The personnel required to do said special work shall be paid for such special services from the receipts provided in subsection (1).

(3) The provisions of this section shall not apply to, repeal, or affect any local law or general law of local application heretofore passed, fixing and establishing the compensation of county property appraisers or tax collectors.

History.—ss. 1-4, ch. 25196, 1949; s. 1, ch. 77-102; s. 18, ch. 79-5; s. 62, ch. 79-164; s. 183, ch. 81-259; s. 269, ch. 95-148.

298.41 Taxes and costs a lien on land against which taxes levied; subdistricts.—

(1) All drainage taxes provided for in this chapter, together with all penalties for default in payment of the same, all costs in collecting the same, including a reasonable attorney's fee fixed by the court and taxed as costs in the action brought to enforce payment, shall, from the date of assessment thereof until paid, constitute a lien of equal dignity with the liens for state and county taxes, and other taxes of equal dignity with state and county taxes, upon all the lands against which such taxes shall be levied as is provided in this chapter.

(2) If any district, organized or established under the provisions of this chapter, shall be within the boundaries of a district theretofore established under the laws of this state, the district last organized and established shall be designated as a subdistrict, and the lien for taxes assessed or levied for the purpose of such subdistrict, with the penalties for default in the payment thereof and all costs incurred, shall be a lien of equal dignity with the lien for drainage taxes assessed or levied for the district first established. A sale of any of the lands within a district for state and county or other taxes shall not operate to relieve or release the lands so sold from the lien for

subsequent installments of drainage taxes, which lien may be enforced as against such lands as though no such sale thereof had been made.

History.—s. 22, ch. 6458, 1913; RGS 1119; s. 1, ch. 9129, 1923; s. 2, ch. 12040, 1927; CGL 1472; s. 18, ch. 72-291; s. 19, ch. 79-5.

298.465 District taxes; delinquent; discounts.—The collection and enforcement of all taxes levied by said district shall be at the same time and in like manner as county taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes, the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes, the redemption thereof, the issuance to individuals of tax deeds based thereon, and all other procedures in connection therewith shall be applicable to said district and the delinquent and unpaid taxes of said district to the same extent as if said statutory provisions were expressly set forth in this chapter. All taxes shall be subject to the same discounts as county taxes.

History.—s. 19, ch. 72-291.

298.47 Supervisors may issue bonds.—

(1) The board of supervisors may, if in their judgment it seems best, issue bonds not to exceed 90 percent of the total amount of the non-ad valorem assessments, exclusive of the amount for interest, levied under the provisions of s. 298.305, in denominations of not less than \$100, bearing interest from date at rate as provided by general law, payable semiannually, to mature at annual intervals within 30 years, commencing after a period of years not later than 10 years, to be determined by the board of supervisors, both principal and interest payable at some convenient banking house or trust company's office to be named in said bonds, which said bonds shall be signed by the president of the board of supervisors, attested with the seal of said district and by the signature of the secretary of the said board. Section 12, Art. VII of the State Constitution shall be complied with as to all such bonds as are within its purview. All of said bonds shall be executed and delivered to the treasurer of said district, who shall sell the same in such quantities and at such dates as the board of supervisors may deem necessary to meet the payments for the works and improvements in the district. Said treasurer shall, at the time of the receipt by him or her of said bonds, execute and deliver to the president of the board of said district, a bond with good and sufficient sureties to be approved by the said board of supervisors, conditioned that the treasurer shall account for and pay over, as required by law and as ordered to do by said board of supervisors, any and all money received by him or her on the sale of such bonds, or any of them, and that the treasurer will only sell and deliver such bonds to the purchaser or purchasers thereof, under and according to the terms herein prescribed, and that the treasurer will return, duly canceled, any and all bonds not sold to the board of supervisors when ordered by said board so to do, which said surety bond shall remain in the custody of the said president of said board of supervisors, who shall produce the same for inspection or for use as evidence whenever and wherever legally requested so to do.

(2) The aforesaid bond of said treasurer may, if the said board shall so direct, be furnished by a surety or bonding company, which may be approved by said board of supervisors; provided, if it should be deemed more expedient to the board of supervisors, as to money derived from the sale of bonds issued, said board may, by resolution, select some suitable bank or banks, or other depository, as temporary treasurer or treasurers, to hold and disburse said moneys on the orders of the board as the work progresses, until such fund is exhausted or transferred to the treasurer by order of the said board of supervisors.

History.—s. 41, ch. 6458, 1913; RGS 1138; s. 1, ch. 9129, 1923; s. 3, ch. 12040, 1927; CGL 1493; ss. 25, 35, ch. 69-106; s. 15, ch. 69-216; s. 20, ch. 72-291; s. 270, ch. 95-148; s. 23, ch. 97-40.

298.48 Sale of bonds and disposition of proceeds.—The bonds shall not be sold for less than 95 cents on the dollar, with accrued interest, shall show on their face the purpose for which they are issued, and shall be payable out of money derived from the aforesaid taxes. The said treasurer shall promptly report all sales of bonds to the board of supervisors, which board shall at reasonable times thereafter, prepare and issue warrants in substantially the forms provided in s. 298.17 for the payment of the maturing bonds so sold and the interest payments coming due on all bonds sold. Each of said warrants shall specify what bonds and accruing interest it is to pay, and the said treasurer shall place sufficient funds at the place of payment to pay the maturing bonds and coupons when due, as

well as a reasonable compensation to the bank or trust company for paying same. The successor in office of any such treasurer shall not be entitled to said bonds or the proceeds thereof until the successor shall have complied with all the foregoing provisions applicable to his or her predecessor in office. The funds derived from the sale of said bonds or any of them shall be used for the purpose of paying the cost of the drainage works and improvements and such costs, expenses, fees, and salaries as may be authorized by law and used for no other purpose.

History.—s. 41, ch. 6458, 1913; RGS 1138; s. 1, ch. 9129, 1923; s. 3, ch. 12040, 1927; CGL 1493; s. 271, ch. 95-148.

298.49 Interest upon matured bonds.—All bonds and coupons not paid at maturity shall bear interest at the rate of 6 percent per annum from maturity until paid, or until sufficient funds have been deposited at the place of payment, and the said interest shall be appropriated by the board of supervisors out of the penalties and interest collected on delinquent taxes or any other available funds of the district. Any expense incurred in paying said bonds and interest thereon, and a reasonable compensation to the bank or trust company for paying same, shall be paid out of other funds in the hands of the treasurer and collected for the purpose of meeting the expenses of administration.

History.—s. 41, ch. 6458, 1913; RGS 1138; s. 1, ch. 9129, 1923; s. 3, ch. 12040, 1927; CGL 1493.

298.50 Levy of tax to pay bonds, sinking fund.—

(1) The board of supervisors in making the annual tax levy, as provided in this chapter, shall take into account the maturing bonds and interest on all bonds, and make provisions in advance for the payment thereof. In case the proceeds of the original tax levy made under the provisions of s. 298.36 are not sufficient to pay the principal and interest on all bonds issued, then the board of supervisors shall make such additional levies upon the benefits assessed as are necessary for this purpose, and under no circumstances shall any tax levies be made that will in any manner or to any extent impair the security of said bonds or the fund available for the payment of the principal and interest of the same.

(2) A sufficient amount of the drainage tax shall be appropriated by the board of supervisors for the purpose of paying the principal and interest of the said bonds and the same shall, when collected, be preserved in a separate fund for that purpose and no other. Should said drainage tax prove insufficient for the payment of any bonds issued subsequent to June 1, 1927, additional taxes apportioned to the amounts of said drainage tax may be levied in such amounts as may be necessary for such purposes.

History.—s. 41, ch. 6458, 1913; RGS 1138; s. 1, ch. 9129, 1923; s. 3, ch. 12040, 1927; CGL 1493.

298.51 Defaults, receivership for district.—If any bond or interest coupon on any bond issued by said district is not paid within 60 days after its maturity, a court of competent jurisdiction, on the application of any holder of such bond or interest coupon so overdue, may appoint a receiver for the district; said receiver shall be a resident of the state or some corporation organized under the laws of Florida and authorized by such laws to act as receiver; such appointment by such court shall not be made except upon reasonable notice of such application for such appointment having been given to the board of supervisors of said district; and the proceeds of taxes collected by the receiver shall be applied after payment of costs, first to overdue interest, and then to payment pro rata of all bonds issued by the said district which are then due and payable; and the said receiver may be directed to foreclose, by suit, as provided in this chapter, the lien of said taxes of said lands, and said suits so brought by the receiver shall be conducted as, and governed by, the provisions applicable to suits by the said district as provided, and with like effect; and the decrees, deeds and all other acts herein shall have the same presumptions in their favor; provided, however, that when all costs, overdue interest and bonds which are then due and payable, as provided in this chapter have been paid, the receiver shall be discharged and the affairs of the district conducted by a board of supervisors of said district as provided by law.

History.—s. 41, ch. 6458, 1913; RGS 1138; s. 1, ch. 9129, 1923; s. 3, ch. 12040, 1927; CGL 1493.

298.52 Refunding and extending bonds.—

(1) Any district now or hereafter created or organized under any general or special law heretofore or hereafter enacted by the state may, whenever in the judgment of the governing board thereof it is advisable and for the best interests of the landowners in the district, refund any or all of the then-outstanding bonded indebtedness of such

district by taking up and canceling any or all of its outstanding bonds as and when they become due, or before they are due, if the holders thereof will surrender them, and issuing in lieu thereof new bonds of such district payable in such longer time, not to exceed 50 years from their date, as said governing board may determine.

(2) Such refunding bonds shall not exceed in the aggregate the amount of the bonds refunded thereby, and shall bear interest at a rate not exceeding 8 percent per annum, payable semiannually, and may be exchanged for the outstanding bonds at par or sold for not less than 95 cents on the dollar and accrued interest, and the proceeds used solely in the payment of outstanding bonds. Any discount or expense of such sale of the refunding bonds shall be paid out of the maintenance fund of the district, if any, or out of surplus in the sinking fund, if any.

(3) Any landowner shall have the right at any time within 30 days after the adoption of the resolution providing for the issuance of the refunding bonds, to pay the full amount of uncollected principal or assessment chargeable to his or her land for the payment of the bonds proposed to be refunded, and his or her lands shall thereby be released from any tax or assessment for the payment of said bonds. The landowner's land shall remain liable, subject to the limitations prescribed in the law under which the original bonds were issued and the original or revised benefits assessed against said land, for any additional tax which may be required to pay said bonds by reason of other lands in the district not paying the tax or assessment.

(4) Unless and until refunding bonds shall have been authorized and issued, the governing board shall continue the levy of annual taxes sufficient to pay the outstanding bonds and interest thereon as they fall due. When any bonds of such district are refunded pursuant to the authority hereby conferred, the collection of corresponding installments of tax or assessment shall likewise be deferred. The governing board shall make proper provision for the payment of the principal and interest of said refunding bonds in like manner as was required in the case of the issuance of original bonds by the law under which such district is or may have been incorporated; and the holders of such refunding bonds shall have the same rights as are given the holders of bonds under the law under which such district is or may have been incorporated.

(5) Any landowner failing to avail himself or herself of the privilege conferred by this section of paying in full the unpaid principal tax or assessment against his or her land shall not be heard to complain by reason of additional interest to be collected from his or her lands by reason of the extension of the bonds.

(6) Taxes or assessments levied for the payment of refunding bonds and the interest thereon shall be secured by the same lien as other taxes of such district levied for the payment of the original bonds, and the additional interest which will accrue on account of such refunding bonds shall be included and added to the original drainage tax and shall be secured by the same lien; but the interest to accrue shall not be considered as a part of the cost of construction in determining whether the tax exceeds the benefits assessed.

(7) No proceedings shall be required for the issuance of refunding bonds other than those provided by this section; provided, however, that the validity of all bonds issued under this chapter and the validity of all proceedings had incident to and culminating in the issuance of such bonds shall, prior to the sale or delivery of such bonds, be determined and established in the manner now or hereafter provided by law for the validation of bonds issued by counties, municipalities, taxing districts or other political districts or subdivisions of this state.

History.—s. 1, ch. 13627, 1929; CGL 1936 Supp. 1493(1); s. 7, ch. 22858, 1945; s. 21, ch. 72-291; s. 21, ch. 79-5; s. 272, ch. 95-148.

298.54 Maintenance tax.—To maintain and preserve the ditches, drains, or other improvements made pursuant to this chapter and to repair and restore the same, when needed, and for the purpose of defraying the current expenses of the district, including any sum which may be required to pay state and county taxes on any lands which may have been purchased and which are held by the district under the provisions of this chapter, the board of supervisors may, upon the completion of the said improvements, in whole or in part as may be certified to the board by the chief engineer, levy annually a tax upon each tract or parcel of land within the district, to be known as a “maintenance tax.” Said maintenance tax shall be apportioned upon the basis of the net assessments of benefits assessed as accruing from original construction, shall be evidenced to and certified by the board of supervisors not later than June 1 of each year to the property appraisers of counties in which lands of the district are situated, and shall be extended by the county property appraisers on the county tax rolls and collected by the tax collectors in the same manner and time as county taxes, and the proceeds therefrom shall be paid to said

district. Said tax shall be a lien until paid on the property against which assessed and enforceable in like manner as county taxes.

History.—s. 42, ch. 6458, 1913; RGS 1139; s. 1, ch. 9129, 1923; s. 1, ch. 10281, 1925; CGL 1496; s. 22, ch. 72-291; s. 1, ch. 77-102; s. 2, ch. 86-54.

298.56 Bonds issued secured by lien on lands benefited; assessment and collection of taxes may be enforced.—All bonds issued by any board of supervisors under the provisions of this chapter shall be secured by a lien on all lands and other property benefited in the district, and the board of supervisors shall see to it that a tax is levied annually and collected under the provisions of this chapter, so long as it may be necessary to pay any bond issued or obligation contracted under its authority; and the making of said assessment and collection may be enforced by mandamus.

History.—s. 51, ch. 6458, 1913; RGS 1148; CGL 1505.

298.57 Landowner in district may construct drains across land of intervening landowner; proceedings.—Any landowner within a district organized under this chapter may construct ditches to drain his or her lands into the public ditches; and if any intervening landowner should refuse permission to cross his or her land with such ditch, the landowner seeking to construct such ditch may, by proceedings in the circuit court, to be conducted in the same manner as condemnation proceedings instituted by railroads, condemn a right-of-way for ditch. In such proceedings the jury shall deduct from the damages the benefits that will accrue to such intervening landowner by the construction of such ditch, and such intervening landowner shall have the right to use such ditch for the drainage of his or her own lands.

History.—s. 50, ch. 6458, 1913; RGS 1147; CGL 1504; s. 23, ch. 79-5; s. 273, ch. 95-148.

298.59 Supervisors authorized to obtain consent of United States.—In case the water control plan of any district organized and incorporated under this chapter and the improvement provided thereunder be of such nature as requires the permission or consent of the Government of the United States, or any department or officer of the Government of the United States, the board of supervisors of the district may obtain the required permission or consent of the Government of the United States or any proper officer or department thereof; and to that end the board of supervisors may bind the district to comply with any conditions that may be attached to such permission or consent, including the giving of any bond or other obligation for the faithful performance of such conditions.

History.—s. 1, ch. 7308, 1917; RGS 1152; CGL 1509; s. 24, ch. 79-5; s. 24, ch. 97-40.

298.60 Unpaid warrants issued by district to draw interest.—Any warrant issued under this chapter that is not paid when presented to the treasurer of the district because of lack of funds in the treasury, such fact shall be endorsed on the back of such warrant; and such warrant shall draw interest thereafter at the rate of 6 percent per annum, until such time as there is money on hand to pay the amount of such warrant and the interest then accumulated; but no interest shall be allowed on warrants after notice to the holder or holders thereof that sufficient funds are in the treasury to pay said endorsed warrants and interest.

History.—s. 31, ch. 6458, 1913; RGS 1128; CGL 1483.

298.61 Sureties on bonds; penalties payable to district; bonds cover defaults of specified persons.—The sureties required on any or all bonds required to be given by this chapter may be a surety or bonding company approved by the board of supervisors and shall be made payable to the district by its corporate name, in which name all suits shall be instituted and prosecuted. All penalties herein named shall be payable to and recoverable by said district. All bonds required by this chapter shall cover defaults of deputies, clerks or assistants of the officers appointing them.

History.—s. 32, ch. 6458, 1913; RGS 1129; CGL 1484.

298.62 Lands may be acquired for rights-of-way and other purposes.—Any and all districts and subdistricts created or organized under the laws of the state may acquire by gift, purchase, exchange, donation or condemnation, any lands within or without the said district for canal rights-of-way, or for other general purposes of the said district, and if acquired by condemnation the procedure shall be as prescribed in chapters 73 and 74.

History.—s. 1, ch. 8558, 1921; CGL 1510; s. 25, ch. 79-5.

298.63 Bonds to secure loans from Secretary of Interior.—

(1) All districts in this state, whether existing under authority of general law or special enactment, may issue bonds or other evidence of indebtedness with or without interest in an amount not exceeding the total indebtedness of district issuing such bonds at the time of the issue authorized hereunder, for the purpose of enabling such districts to comply with and take advantage of the provisions of any Act of the Congress authorizing the Secretary of the Interior or other government agency to make loans to drainage and levee districts.

(2) All districts in this state, as aforesaid, are further authorized to do all other acts and things required of them as a prerequisite to securing from the Secretary of the Interior, or other government agency, loans authorized by federal law now in force or which may be enacted hereafter.

History.—ss. 1, 2, ch. 14507, 1929; CGL 1936 Supp. 1522(1), (2); s. 26, ch. 79-5.

298.66 Obstruction of public drainage canals, etc., prohibited; damages; penalties.—

(1) A person may not willfully, or otherwise, obstruct any public canal, drain, ditch or watercourse or damage or destroy any public drainage works constructed in or maintained by any district.

(2) Any person who willfully obstructs any public canal, drain, ditch, or watercourse or damages or destroys any public drainage works constructed in or maintained by any district shall be liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such misconduct and shall be liable to the district constructing the drainage work for double the cost of removing such obstruction or repairing such damage.

(3) Any person who willfully, or otherwise, obstructs any public canal, drain, ditch, or watercourse, impedes or obstructs the flow of water therein, or damages or destroys any public drainage works constructed in or maintained by any district commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 5, ch. 6190, 1911; s. 52, ch. 6458, 1913; RGS 5293, 5294; ss. 1-3, ch. 10110, 1925; CGL 1518, 1519, 7413-7415; s. 163, ch. 71-136; s. 28, ch. 79-5; s. 48, ch. 2010-205.

298.70 Department of Environmental Protection authorized to borrow money.—The Department of Environmental Protection may borrow money and incur obligations, from time to time, on such terms and at such rates of interest as it may deem proper for the purpose of raising funds to continue and prosecute to final completion canals, drains, dikes, locks and reservoirs under construction by said department and build and construct such other canals, drains, dikes, locks and reservoirs as the said department may deem advantageous to the territory embraced in any district established or that may be established in this state.

History.—s. 1, ch. 6454, 1913; RGS 1155; CGL 1525; ss. 25, 35, ch. 69-106; s. 29, ch. 79-5; s. 130, ch. 94-356.

298.71 Department may issue notes; suit by holder; judgment.—The Department of Environmental Protection may issue its promissory note or notes, or other written obligations, or evidence of indebtedness, for the repayment of such loans at such times and upon such terms and at such rates of interest as the said department may deem advisable; and if upon the maturity of such promissory notes, or written obligations, or other evidences of indebtedness, the same are not redeemed or paid, the said department may be sued by the holder or holders thereof, and any judgment obtained thereon shall be satisfied out of the proceeds of the drainage tax provided by law to be assessed on the lands embraced in the district.

History.—s. 2, ch. 6454, 1913; RGS 1156; CGL 1526; ss. 25, 35, ch. 69-106; s. 30, ch. 79-5; s. 131, ch. 94-356.

298.72 Department may use proceeds of drainage tax to pay loans.—Any drainage tax provided by law to be assessed on the lands embraced in the district shall be available, and be used by the Department of Environmental Protection for the repayment of any loan or loans obtained by said department under the provisions of this chapter.

History.—s. 3, ch. 6454, 1913; RGS 1157; CGL 1527; ss. 25, 35, ch. 69-106; s. 31, ch. 79-5; s. 132, ch. 94-356.

298.73 Matured written obligations receivable in payment of taxes.—The promissory notes, or written obligations, or other evidences of indebtedness that may be issued by the Department of Environmental Protection under the provisions of this chapter, may be used on or after maturity in the payment of drainage taxes on any lands in said district by whomsoever such lands may be owned, and the tax collectors of the several counties embraced in said district, in whole or in part, shall receive such notes, written obligations, or other evidences of indebtedness of said Department of Environmental Protection on or after maturity in payment of such drainage taxes whenever the same may be tendered to such tax collectors to the extent of the principal and unpaid interest of such promissory notes, written obligations, or other evidences of indebtedness.

History.—s. 4, ch. 6454, 1913; RGS 1158; CGL 1528; ss. 25, 35, ch. 69-106; s. 32, ch. 79-5; s. 133, ch. 94-356.

298.74 Drainage of lakes.—It is unlawful for any person to drain or draw water from any lake of greater area than 2 square miles so as to lower the level thereof without first obtaining the written consent of all owners of property abutting on or bounded by said lake; provided, however, this section shall not apply to any lake included wholly within the Everglades Drainage District. Courts of equity shall have jurisdiction to enjoin any person from violating the provisions of this section.

History.—ss. 1, 2, ch. 6596, 1915; RGS 1190, 1191; CGL 1630, 1631.

298.76 Special or local legislation; effect.—

(1) This chapter is amended to provide that, pursuant to the authority granted the Legislature in s. 11(a)(21), Art. III of the State Constitution, there shall be no special law or general law of local application granting additional authority, powers, rights, or privileges to any water control district formed pursuant to this chapter. However, this subsection shall not prohibit special or local legislation which:

- (a) Amends an existing special act which provides for the levy of an annual maintenance tax of a district;
- (b) Extends the corporate life of a district;
- (c) Consolidates adjacent districts; or
- (d) Authorizes the construction or maintenance of roads for agricultural purposes as outlined in this chapter.

(2) It is hereby expressly provided that special or local laws may be enacted by the Legislature, changing the method of voting for a board of supervisors for any district heretofore or hereafter created and organized under this chapter.

(3) Special or local laws may be enacted by the Legislature providing a change in the term of office of the board of supervisors and changing the qualifications of the board of supervisors of any district heretofore or hereafter organized and created as provided for by this chapter.

(4) Special or local legislation may be enacted by the Legislature, changing the governing authority or governing board of any district heretofore or hereafter organized and created as provided for by this chapter, or any section thereof.

(5) Any special or local laws that may be hereafter passed and enacted by the Legislature, pertaining to any district heretofore or hereafter created and organized as provided by this chapter, shall prevail as to that district and shall have the same force and effect as though it had been a part of this chapter or any section thereof at the time the district was created and organized.

History.—ss. 1-4, ch. 21972, 1943; s. 33, ch. 79-5; s. 5, ch. 80-281.

298.77 Readjustment of assessments; procedure, notice, hearings.—

(1) Whenever the owners of 25 percent or more of the acreage of the land of any district situated wholly in a single county existing under the general drainage laws of this state, now this chapter, joined by the holders of not less than 95 percent of the indebtedness outstanding against that district, shall file a petition with the board of supervisors, stating that there has been a material change in the value of the property in the district since the last previous assessment of benefits, contributed to by the drainage system; that a relatively large portion or portions of the district have become nontaxable for the purpose of paying the indebtedness of such district; that a named person, corporation, or agency has purchased the obligations of the district at a discount and under circumstances whereby the district is expected to pay in discharge of its obligations a sum greatly less than the par value of such

obligations; that improvements within the district made possible or practicable by the drainage effected have been such as to enhance values in a portion or portions thereof more than in other portions of the district; and that developments in all parts of the district are believed to have been retarded by the inability of property owners to pay assessments and discharge individual properties from the lien of the drainage tax; and praying for readjustment of the assessment of benefits for the purpose of making a more equitable basis for the levy of taxes to pay the indebtedness of such district and to maintain its drainage system, the board of supervisors shall give notice of the filing and hearing of the petition in the manner and for the time provided for in s. 298.301.

(2) Such notice may be in the following form:

NOTICE IS HEREBY GIVEN to all persons interested in the lands included within the Water Control District that a petition has been filed with the district, praying for a readjustment of the assessment of benefits for the purpose of making a more equitable basis for the levy of taxes against the various pieces and parcels of land in said district to pay its indebtedness and maintain its drainage system, and that said petition will be heard by the board of supervisors on the day of , (year).

Dated , (year).

(Secretary of District)
County

(3) Any interested person may file an answer to the petition before the return day and, if so, shall be duly heard, but, if not, the cause shall proceed ex parte. Upon the hearing of the petition, if the board shall find that there has been a material change in the values of the lands in the district since the last previous assessment of benefits, contributed to by the drainage system, and that the other material allegations of the petition herein required to be set forth are substantially true, the board of supervisors shall order that there be made a readjustment of the assessment of benefits for the purpose of providing a basis upon which to levy further and future taxes for the payment of the obligations of, and maintaining the drainage system in, the district, and shall order the engineer's report to be revised accordingly. Thereupon, the board of supervisors shall proceed pursuant to s. 298.301 to make such readjustment of assessment of benefits to each piece or parcel of land which has accrued or will accrue as a result of the drainage system. Provided, in making the readjustment of the assessment of benefits, the board of supervisors shall not increase the existing assessment, or unpaid portion thereof, on any piece or parcel of land; provided, further, that after the making of such readjustment, the limitation of 10 percent of the annual maintenance tax which may be levied shall apply to the amount of benefits as readjusted.

History.—s. 1, ch. 22103, 1943; s. 34, ch. 79-5; s. 6, ch. 80-281; s. 25, ch. 97-40; s. 22, ch. 99-6; s. 5, ch. 2005-238.

298.78 Lien; release.—Any landowner shall have right at any time within 90 days after the date of said decree, or at any time thereafter with consent of holders of not less than 95 percent of bonds, to obtain a full release of his or her lands from the lien and liability of the assessment by the payment of an amount to be stated in the decree, which shall include the proportionate amount of the indebtedness chargeable against said piece or parcel of land, together with an additional amount estimated to be required to pay the bonds by reason of the failure of other pieces or parcels to pay the indebtedness so charged against them, said amounts to be approved by holders of not less than 95 percent of bonds.

History.—s. 2, ch. 22103, 1943; s. 275, ch. 95-148.



SEMINOLE IMPROVEMENT DISTRICT WATER CONTROL PLAN

SEVENTH AMENDED

PREPARED BY:
SEMINOLE IMPROVEMENT DISTRICT ENGINEER



FARNER BARLEY
AND ASSOCIATES, INC

OCTOBER 13, 2015

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I. GENERAL

A. Background

The Seminole Improvement District (SID or District), formerly known as Seminole Water Control District, was created and established on June 19, 1970 by the State of Florida pursuant to Chapter 70-854, Laws of Florida and the applicable provisions of Chapter 298, Florida Statutes. By action of the State Legislature, the powers of SID were expanded in 1988 and again in 2000. Additionally, the 2000 legislative action merged and codified all previous legislative acts relating to SID in accordance with the requirements of Florida Statutes Section 189.429. SID is empowered to construct and maintain a number of types of public works and utilities including but not limited to; water, sewer, drainage, irrigation, water management, parks, recreation facilities, roadway or related activities more particularly described in Chapter 2000-431, Laws of Florida.

Section 298.225, Florida Statutes states that each Water Control Plan must contain specific information concerning district boundaries, facilities, water quality, and daily operations. The report will at a minimum include the following information:

- Narrative descriptions of the statutory responsibilities and powers of the water control district.
- A description of the administrative structure of the water control district.
- A map delineating the legal boundary of the water control district and identifying any sub-districts or units within the district.
- Narrative descriptions of land use within the district and all existing district facilities and their purpose and function, and a map depicting their locations.
- Engineering drawings and narrative sufficient to describe each facility's capacity for the management and storage of surface waters and potable water supply.
- A description of any environmental or water quality program that the water control district has implemented or plans to implement.
- Detailed description of all drainage and modifications to site drainage and stormwater ponds. (hydrogeological services provided by Higgins Engineering)
- A map and narrative description of any area outside the water control district's legal boundary for which the district provides services.
- Detailed descriptions of facilities and services that the water control district plans to provide.

B. Statutory Responsibilities and Powers

The Seminole Improvement District (SID or District), formerly known as Seminole Water Control District, was created and established on June 19, 1970 by the State of Florida pursuant to Chapter 70-854, Laws of Florida and the applicable provisions of Chapter 298, Florida Statutes. By action of the State Legislature, the powers of SID were expanded in 1988 and again in 2000. Additionally, the 2000 legislative action merged and codified all previous legislative acts relating to SID in accordance with the requirements of Florida Statutes Section 189.429. SID is empowered to construct and maintain a number of types of public works and utilities including but not limited to; water, sewer, drainage, irrigation, water management, parks, recreation facilities, roadway or related activities more particularly described in Chapter 2000-431, Laws of Florida.

C. Legal Boundaries of the District

The District is located in the north central portion of Palm Beach County. The legal boundary of the District is provided in Appendix D and covers approximately 3,993.7 acres.

D. Authorization

The preparation of this Seventh Amended Water Control Plan was authorized by the Board of Supervisors of SID, 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470 at its meeting on October 15, 2014.

E. SID Structure

SID is governed by a three-member Board of Supervisors, each member of which holds office for a three-year term. The terms of the Board Members are staggered so that no more than one Supervisor is elected at the Annual Landowner's meeting held in June each year. At the Annual Landowner's Meeting, any landowner owning an acre or fraction thereof of real property within SID's jurisdictional boundary, is entitled to vote on an acreage basis for each Supervisor position then subject to election.

F. Purpose

The purpose of this Seventh Water Control Plan is to modify the limits of the existing unit limits, describe the required buildout capital improvements and provide preliminary estimates of costs. The Seventh Water Control Plan will combine all previous water control plans and amendments into three (3) units that combine the existing Units of Development numbers 1, 2, and 3 and updates the water management, potable water supply and distribution, wastewater treatment, collection, irrigation and reuse water, recreation , and roadway infrastructure plans to accommodate the proposed development of the master plan developed by the principal landowner, Minto Communities, LLC (Minto) and subsequently approved by Palm Beach County. The new Unit of Development No. 1 will include the public schools located within the District's boundary, the new Unit of Development No. 2. will consist of the proposed development of the master plan, and the new Unit Development No. 3 will include the Silver Lakes development.

G. Existing Units of Development 1, 2 & 3

Appendices A, B and C illustrate and describe the boundary of the existing Unit of Developments (Units) 1, 2, and 3, while Appendix D illustrates and describes the District's boundary.

Existing Unit of Development No.1 as described in Appendix A is the original Plan of Reclamation for the discharge of surface drainage waters from District lands into the West Palm Beach Canal. This unit constructed gravity surface water canals laterally across the lands for flood control and irrigation.

In the existing Unit of Development No. 2 the water and wastewater treatment and transmission facilities were constructed to serve two public schools and a community shopping center. The District owns and maintains the facilities.

Existing Unit of Development No. 3 incorporated a Master Plan for the expansion of the water and wastewater treatment and transmission facilities. The District still owns and maintains the water and wastewater facilities.

H. Proposed Units of Development 1, 2 & 3

Appendices E, F, and G illustrate and describe the proposed boundary of Unit of Developments (Units) 1, 2, and 3. Brief descriptions of each are provided below.

The proposed Unit of Development No.1 consists of the area of two (2) noncontiguous parcels owned by the School Board, Parcel 00414305000001010 containing the existing middle and elementary schools and parcel 00404312000003040 containing the existing high School.

The proposed Unit of Development No. 2 consists of all other property within the Seminole Improvement District Service area.

The proposed Unit of Development No. 3 consists of the three (3) parcels owned by Silver Lake Enterprises, Inc. The Silver Lakes development includes parcels 00414308000003010, 00414308000003020, and 00414308000001030.

II. EXISTING INFRASTRUCTURE

A. Land Use

The majority of the lands within SID are currently used for tree nursery, row crops, other agricultural uses, or in accessory agriculture uses such as an existing packing house or offices. The remainder of the land is utilized for schools, public ownership, MUPD (Grove Market), or for utility purposes.

The public infrastructure consists of district wide stormwater facilities that provide surface water management for commercial agricultural operations, a packing house, and a number of public schools, water and wastewater plants providing a potable water supply and wastewater collection, treatment and disposal for existing development within SID boundaries and developments outside SID boundaries, which include public schools and facilities, a shopping center, Indian Trails Improvement District, Sunsport Gardens, and Lion Country Safari. See Figure 1 and 2.

The main utility plant site was rezoned as “Public Ownership” to accommodate the existing Unit 2 Water Control Plan and Unit 3 Expansion facilities. The 1.19-acre storage tank site included in the existing Unit 3 Water Control Plan is zoned as “Conditional Use”.

B. Government Agreements

From its inception as a utility, the District was the only centralized supplier of potable water and wastewater services in the area. The District worked closely with Palm Beach County Water Utilities Department (PBCWUD) and the Palm Beach County Health Department in 1996 to prepare a utility master plan to serve a broader area as demand warranted. In late 2005, PBCWUD began to demonstrate an interest in providing utility service to the same areas previously contemplated for service by the District. In 2006, PBCWUD built significant potable water and wastewater infrastructure surrounding the District. On April 18, 2006, an “Interlocal Agreement between Palm Beach County and the Seminole Improvement District regarding Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater and Reclaimed Water Service Areas and Settling Certain Disputes and Lawsuits between the Parties” (Agreement; O.R. Book 20252, Page 0184), provided in Appendix H, was executed between PBCWUD and the District that, among other things, established a defined water and wastewater service area for SID. In general, under the terms of the Agreement, the District will continue to serve existing potable water customers outside the District until the District’s existing water

plant capacity is fully utilized. At that point, most of those customers outside the District will convert to PBCWUD service. The District will maintain permanent service to customers within District boundaries. The Agreement also enables the District to purchase potable water capacity up to 5,000,000 gallons per day and wastewater capacity up to 4,000,000 gallons per day from PBCWUD on a bulk basis to provide service within District boundaries, if the District elects to do so in lieu of expanding its current facilities. The Agreement provides for limits to cost of services from PBCWUD and agreed to valuation formulas to compensate the District for transferred customers and assets in the event the District decides to sell the utility, or any portion thereof, to PBCWUD.

In December 2011, a bulk sale Reuse water agreement between PBCWUD and SID was established that allowed for use of up to 27 MGD of reuse water from existing PBCWUD infrastructure, with a prior reserve capacity of 3.85 MGD in 2025. The “Interlocal Agreement for Purchase and Sale of Bulk Reclaimed Water”, is included in Appendix I.

C. Water Treatment Facilities

The original water treatment facility consisted of two (2) wells, membrane treatment equipment, disinfection equipment, degasification equipment, a 62,500-gallon storage tank and associated piping and pumping equipment. Peripheral equipment included a standby power generator, hydro pneumatic tank, compressor, micron filters and other associated components. The facility was rated at 60,000 gallons per day (gpd).

The original facility served a shopping center and offices located west of the plant and a school complex located to the east. In 2000, a provision to increase the plant capacity to accommodate several new customers and allow for service to future unidentified customers was established.

The original membrane skid was relocated within the plant building and expanded to its originally planned capacity of 90,000 gpd. Another membrane train, with a capacity of 450,000 gpd, was added, for a total plant capacity of 540,000 gpd. A new generator and degasifier were added. Three (3) new wells were drilled and tested at approximately 210 gallons per minute (gpm), for a total of five (5) operational wells. In addition, two (2) additional high service pumps and related controls were installed at the water treatment plant and are in service. Disposal of the RO concentrate water was approved for discharge to the surrounding areas agricultural irrigation system in 2002. Location of the existing infrastructure is shown in Figure 1; a flow diagram of the WTP is illustrated in Figure 2.

D. Water Transmission/Distribution

The original distribution system was designed to facilitate service to initial customers. Subsequently, the system was expanded to provide service to additional customers located north, south and west of the District. Pipeline sizes and locations were selected to recognize identified demands and future service areas since at the time this work was performed, the District was the only utility in the general area with an ability and willingness to provide potable water service. Although the system started to grow within this framework, it also evolved without the benefit of an overall hydraulic master plan. Therefore, the expansion of the transmission and distribution facilities external to the District was implemented in a fashion that maximized flexibility. The existing water distribution and transmission facilities located inside the District, including but not limited to, a 0.5 million gallon (mg) pre-stressed concrete storage reservoir, booster pump station and approximately 66,605 LF of water mains between 6-inch and 12-inches. Location of the existing infrastructure is shown in Figure 1.

E. Wastewater Treatment

The original wastewater plant included a precast concrete extended air treatment facility with an oversized surge tank, aeration basin, clarifiers, chlorine contact and sludge holding. Other facilities included three (3) blowers, standby generator shared with the Water Treatment Plant (WTP), on-site lift station and appropriate monitoring/flow measuring equipment. Treated effluent disposal is via the on-site percolation ponds. The facility was rated at 60,000 gpd. The percolation ponds were rated at 100,000 gpd.

The wastewater treatment/reclaimed water plant expansion was completed in August 2008, with the installation of an Agricultural Water Filtration System as an interim system to reuse treated wastewater for agricultural irrigation and the expansion of the wastewater treatment facility to 125,000 gallons per day (gpd) with a comparatively simple additional future expansion to 325,000 gpd. The need for this expansion was created by additional customers (primarily Seminole Ridge High School). Location of the existing infrastructure is shown in Figure 1.

F. Wastewater Collection

The original wastewater collection system included service to a school complex located east of the plant and a shopping center complex located west of the plant. The system was subsequently expanded under the Fourth Amended Plan to include a lift station to serve Seminole Ridge High School, a Government Complex (not yet installed) to be located north of the High School and an agricultural complex located across Seminole Pratt Whitney Road from the High School.

G. Irrigation/Reuse

Two (2) grants were obtained from South Florida Water Management District (SFWMD) for partial funding of this work. Construction of the first of the reclaimed distribution pipes has been completed, but has never been put into service. The 8" diameter line runs from the treatment plant to just north of Seminole Ridge High School. The controls for delivery of reclaimed water to the first customer (High School) have been installed. The irrigation system at the high school was not originally designed for reclaimed water. It was proposed to retrofit the irrigation system with "purple" reclaimed water pipe, and required valves, fittings and other appurtenances as part of the Sixth Amended Plan; however this has not been completed to date.

The 2008 renewal of the District's Consumptive Use Permit from the South Florida Water Management District (SFWMD) allows the District to withdraw water from the Floridian Aquifer through four (4) wells in addition to its historically allowed surface water sources. The Sixth Amended Plan includes the completion of two (2) Floridian Wells. These wells were intended for supplemental agricultural irrigation supply that could be retrofitted later if there is a demand for raw water to undergo treatment, for either potable or irrigation purposes, however these wells were not constructed.

H. Roadways

The property is bisected by Seminole Pratt Whitney Road (SPW) ranging from two (2) lanes to (4) lanes throughout the project limits. SPW is a four (4) lane divided urban roadway from Sycamore Drive along the southern project boundary north to Seminole Ridge Community High School. SPW is a two (2) lane rural roadway from Seminole Ridge Community High School to North 60th Street along the northern boundary. Persimmon Boulevard is a two (2) lane urban roadway that is approximately 660 feet long and serves the Grove Market Shopping Center. There are no other improved roadways within the project boundary.

I. Drainage

The area is currently drained via the M-2 Canal. The ultimate discharge point for the area is the South Florida Water Management District C-51 Canal. There are numerous agricultural ditches currently running through the property. These ditches are for agricultural use and provide both irrigation water supply and flood control to SID. SID has permits for peak discharge up to 2-inches in 24 hours via M-2 to C-51.

J. Earthwork

There has been no earthwork activity on the property.

K. Dry Line Utilities

Electric facilities are currently along Seminole Pratt Whitney Road (SPW) and feeders have been installed throughout the project to serve the water plant, water storage and wastewater treatment facility. Telephone facilities are currently along SPW.

H. Recreation

SID does not currently own or maintain any recreation facilities.

III. PROPOSED INFRASTRUCTURE

The following sections describe the proposed capital infrastructure improvement projects that are anticipated to be constructed over the next several years.

A. Land Use

On October 29th 2014, the Palm Beach Board of County Commissioners (BCC) approved and adopted the comprehensive amendments to the future land use atlas, the zoning map amendments, and the Unified Land Development Code (ULDC) amendments requested by the primary landowner, Minto Communities, LLC.

Under the approvals from the Board of County Commissioners, District was rezoned from Agriculture Residential (AR) and Public Ownership (PO) to Traditional Town Development (TTD). The future land use atlas was amended to revise previously adopted conditions of the Agricultural Enclave (AGE) future land use designation, and to change the portion of the District with the future land use designation of Rural Residential to AGE. Changes to intensity and density are summarized below:

- Increase the residential density from 0.80 du/acre (2,996 units) to a maximum of 1.20 du/acre (4,546 units) for net increase of 1,550 units
- Increase the non-residential intensity from a maximum of 235,000 sq. ft. of commercial uses to a maximum of 500,000 sq. ft. retail, and add 1,050,000 sq. ft. of light industrial and research and development, 450,000 sq. ft. of commercial office uses and 200,000 sq. ft. of Civic uses, and to allow a 150- room hotel and a 3,000 student college

B. Government Agreements

Pursuant to Florida Statute Chapter 163 Part II and Chapter 2000-431, the District may enter into local government agreements with state, local and intra-government agencies for funding, cost sharing, impact fees for infrastructure improvements.

Based on the updated comprehensive plan, the District is working with Palm Beach County to participate in a “Proportionate Fair Share Agreement” and an Impact Fee Agreement for the impacts the proposed master development will have on the public services provided by Palm Beach County. In the proportionate fair share agreement, the District will provide the county with support for roadway improvements external to the District’s boundaries. Those contributions made by the District shall be applied as a credit for road impact fees. The full extent of the agreement, in addition to the fees and threshold requirements are detailed in Appendix J.

Central Palm Beach County has historically had prominent concerns with drainage, water quality and water supply. The District has entered an interlocal agreement with Florida Department of Environment Protection (FDEP) to help these issues in the area. This will be achieved through the 600 acre lake system that will be constructed as part of the master development plan. The lake system is designed to accommodate drainage from the surrounding community, improve water quality through treatment, and ultimately redirect discharge to the east for the West Palm Beach water supply.

The District is also coordinating with Palm Beach County Water Utilities Department (PBCWUD) to update the 2006, an “Interlocal Agreement between Palm Beach County and the Seminole Improvement District regarding Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater and Reclaimed Water Service Areas and Settling Certain Disputes and Lawsuits between the Parties” (Agreement). In general, under the terms of the proposed agreement, the District was capable of continued service of existing potable water customers outside the District through bulk sale agreements of water, wastewater and reuse with PBCWUD. Based on negotiations, customers outside the District will be converted to PBCWUD service. The District will maintain permanent service to customers within District boundaries. In December 2011, a bulk sale Reuse water agreement between PBCWUD and SID was established that allowed purchase of reuse water from existing PBCWUD infrastructure. The District will pay connection charges and bulk purchase rate of the utilities at the rate detailed below, which are detailed further in the attached agreements, Appendixes H and I respectively.

UTILITY	ONE TIME CAPITAL CHARGE PER THOUSAND GALLONS OF RESERVED WATER CAPACITY	BILLING RATE, CHARGE PER THOUSAND GALLONS
Water	\$2.84	\$1.45
Wastewater	\$2.33	\$1.22
Reuse	\$0.00*	\$0.51

* Up to the Current Reservation amount of 3.85 MGD. The District has the right to add additional reservation capacity at no cost based on the conditions stated in the Inter-local Reuse agreement. The District has reserved 100,000 GPD for potable water and wastewater capacity with the county, totaling \$572,000.

C. Water Treatment Facilities

After conversion of the existing customers from the District water service to PBCWUD services, the existing WTP will be taken offline and decommissioned. The existing wells will be abandoned in accordance with South Florida Water Management District Regulations.

D. Water Transmission/Distribution

The District prepared an overall water hydraulic master plan that accommodates utility service inside the District based upon the proposed Minto development phasing plan. The proposed residential distribution (improvements within the residential pods) and potable water transmission mains (improvements in the SID and County right of ways) that are planned include the following pipelines. The locations of the proposed mains are illustrated in Figure 3.

Water Capital Improvements	
Water Main (inches)	Linear Footage (LF)
8	181,000
10	44,000
12	29,000
16	12,000
20	1,000

E. Wastewater Treatment

After conversion of the existing customers from the District water service to PBCWUD services, the existing WWTP will be taken offline and decommissioned.

F. Wastewater Collection

The District prepared an overall wastewater master plan that accommodates utility service inside the District based upon the proposed Minto development phasing plan. The proposed system will be a manifolded system where all but one (1) lift station will pump directly to the PBC force main. One (1) lift station will discharge into the existing SID Master LS. The proposed approximate lengths and diameters of the wastewater force mains (improvement in the SID and County right of ways) are detailed in the table below. The locations of the proposed mains are illustrated in Figure 4.

Wastewater Capital Improvements	
Force Main (inches)	Linear Footage (LF)
2	4,000
4	14,000
6	28,000
8	7,000
10	4,000
12	15,000
16	2,000
20	1,000

G. Irrigation/Reuse

The District prepared an overall water hydraulic master plan that accommodates utility service inside the District based upon the proposed Minto development phasing plan. The master plans includes conversion of the existing potable water storage and re-pump station to a reuse storage and re-pump station, to meet the projected reuse needs. After change over to the PBC distribution system these facilities will no longer be required for the potable system. The piping currently allows the facility to supply water south to Lion Country Safari and Loxahatchee Grove Elementary School or north to other SID current customers; however the facility cannot simultaneously fill the ground storage tank (GST) while supplying water to the distribution system.

The proposed configuration is for the re-pump facility to receive reuse flow from the south, via converted offsite reuse mains from the PBC/SID reuse connection, with a fixed discharge directly into the existing ground storage tank. The existing HSPs will draw suction from the existing ground storage tank and feed the proposed SID reuse distribution mains of the facility. To convert the existing storage and pumping facility; initial yard piping modifications are required in addition to the addition of variable frequency drives on the existing constant speed pumps to allow for control of pressure and flow at the lesser initial reused demands. The yard piping must be modified to allow pumping to the north while

receiving continuous receiving flow into the GST from the offsite water mains. The reuse and storage facility will need to be expanded with an additional storage tank and high service pumps as reuse demands increase to buildout.

A 12-inch offsite water main, west of the M-2 canal, conveys flow south from the re-pump facility to the Lion Country Safari and Loxahatchee Grove Elementary School. Hydraulic analysis shows that the 12-inch line if converted to a reuse line and connected to the PBC reuse meter, can meet the initial needs of the proposed development. A second 12-inch will be required to meet future reuse demands.

The proposed residential distribution (improvements within the residential pods) and reuse transmission mains (improvements in the SID and County right of ways), storage and pumping improvements proposed are included in Figure 5. The approximate proposed reuse mains are detailed in the table below.

Irrigation/Reuse Capital Improvements	
Reuse Main (inches)	Linear Footage (LF)
6	158,000
8	57,000
10	19,000
12	40,000
16	16,000
20	3,000
24	4,000

H. Roadways

Seminole Pratt Whitney Road will be widened from an existing two (2) lane rural roadway to a divided four (4) lane urban roadway from Seminole Ridge Community High School to North 60th Street. Eventually Seminole Pratt will be expanded to six (6) lanes from Sycamore Drive to the M-Canal Bridge. Also, 80 foot Rural Parkway Easements will be provided on both sides of the road. Those easements will include landscaping and a recreational path to promote pedestrian friendly access along SPW. The existing bridge crossing the M-Canal will also be widened while transiting to match the improvements north of the bridge performed by Palm Beach County.

The roadway improvements within the district boundary will include the construction of several different roadway types from suburban four (4) lane divided roadways to rural undivided roadways with roadside swales. The proposed residential roadways (improvements within the residential pods) and collector roadways (improvements in the SID and County right of ways) that are planned include the roadway types listed in the table below. The locations of the proposed mains are illustrated in Figure 6.

Roadway Capital Improvements – Seminole Pratt Whitney Road/Onsite Collector Roads	
Roadway	Linear Footage (LF)
SPW Expansion	21,500
Rural 4 Lane Divided Collector	31,900
Rural 2 Lane Divided Collector	3,250
Rural 2 Lane Undivided Collector	2,700
Suburban 4 Lane Divided Collector	4,100
Suburban 2 Lane Divided Collector	11,400
Town Center Road On-Street Parking Collector	34,100

Roadway Capital Improvements – Residential Roads	
Roadway	Linear Footage (LF)
Suburban 2 Lane Undivided Local Road	250,000

I. Drainage

The master water management system will consist of approximate 607 acres of lakes and will accept runoff from the common areas, the collector roads, and the residential and non-residential development pods. The master water management system will continue to discharge into the M-2 canal. The interconnections between the development pods’ water management areas and the master water management system will result in the system acting as one basin. One (1) inch of the District’s allowable discharge of two (2) inches per day will be allocated to the neighboring entity by the construction of an inverted siphon under the M-Canal.

J. Earthwork

This project proposes to disturb approximately 3,760 acres of the site for roadways, stormwater ponds, residential ponds and commercial uses. The total earthwork quantity for the Capital Improvements is estimated to be 12,000,000 cubic yards. Figure 7 shows the proposed location of the stormwater ponds for the capital improvements.

K. Dry Line Utilities

Electric, telephone, cable, gas and fiber facilities will be extended along the proposed roadway projects to the residential and commercial pods from Seminole Pratt Whitney Road (SPW).

L. District Public Facilities

As part of the master development, a comprehensive recreational system will be constructed that will be owned and operated by the District. The recreational system will encompass approximately 240 acres and include a Regional Park, two (2) Community Parks, a Park and Ride Lot for the local bus transit system, and a community center. The parks are proposed to include a variety of amenities such as ball fields, pavilions, and restroom facilities. The park and ride parking lot will provide the development and surrounding community’s access to the local bus transit system, Palm Tran. The proposed community center will provide the District with an administrative office building and act as a town hall for the development.

IV. OPINION OF CAPITAL IMPROVEMENT COSTS

The following is a summary of the estimated probable costs for improvements to be constructed.

ENGINEERS ESTIMATED OPINION OF PROBABLE COST	
DESCRIPTION	AMOUNT
DEVELOPMENT COSTS	
Development Pods Infrastructure Roads & Drainage	\$123,587,086
Collector Roads & Drainage	\$71,517,241
Seminole Pratt Whitney Road Expansion	\$17,997,049
Master Earthwork for Stormwater Lake System/Mitigation	\$64,751,353
Landscaping & Irrigation in Common Areas	\$28,371,619
Development Pods Potable Water Distribution System	\$14,617,414
Development Pods Reuse Water Distribution System	\$9,561,314
Development Pods Wastewater Collection System	\$24,990,765
Collector Road Potable Water Distribution System	\$7,476,683
Collector Road Reuse Water System	\$13,235,531
Collector Road Wastewater Collection System	\$2,962,496
WTP/WWTP Decommissioning & PBC Interconnections	\$600,000
District Public Facilities	\$25,515,080
TOTAL CAPITAL IMPROVEMENT ESTIMATE	\$405,183,631

Note: Cost Estimate is based upon the most available data as of 2015.

V. OPERATION AND MAINTENANCE

Seminole Improvement District (SID) will operate and maintain all Capital Improvements within the District Boundary.

VI. OPINION OF OPERATION AND MAINTENANCE COSTS

Seminole Improvement District will operate the following infrastructure within the District's boundaries. Potable water, wastewater, reuse water, roads and rights of way, parks (outside of POD's), stormwater drainage system and lakes. The District will also maintain the landscaping of Seminole Pratt Whitney Road with the District's boundaries, rural easements along Seminole Pratt Whitney Road, and planned landscaping throughout the development.

The cost to operate and maintain the water, wastewater, and reuse water systems will be included in the rate structure for the Utility Department. The rate structure will be amended from time to time by the Board of supervisors to accommodate all the applicable cost associated with the system. The current cost to operate and maintain the present utility system is contained in the budget for Seminole Improvement District. The FY2015 budget for operation and maintenance of the Enterprise Fund is \$575,611.00. This includes the current number of customers and existing infrastructure. All rate structures will consider contractual and interlocal agreements in place at the time of the analysis. The current rate structure is included in table below.

ESTIMATED OPINION OF OPERATION AND MAINTENANCE	
COSTS AT PROJECT BUILD-OUT	
DESCRIPTION	AMOUNT
Stormwater Lake System	\$5,418,334
Collector Roads and Rights-of-Ways	\$16,255,000
TOTAL OPERATION AND MAINTENANCE ESTIMATE	\$21,673,334

Note: Operation and Maintenance Estimate is based upon similar sized districts and municipalities. Operation and Maintenance costs for landscaping, common areas, and recreational facilities are included in the estimated operation and maintenance costs for the collector road and rights-of-ways.

The cost to operate and maintain the rights of way, roads, parks, stormwater system, and landscaping will be included in the general fund budget as approved by the Board of Supervisors. The general fund budget shall be collected through the levy of non-ad valorem assessments on all properties located within the district or by contract fees for the services rendered. The general fund budget will include all applicable cost associated with the general infrastructure. The annual maintenance of roadways and associated rights-of-ways, the stormwater system, recreational facilities and landscaping is estimated to cost \$741,249.00 for fiscal year 2015/2016 and rise annually depending on the rate of buildout to \$21,673,334.00 at full buildout. A separate fund will support the applicable costs for the operation and maintenance for the utility systems. The cost of the maintenance of the landscaping and right of way along Seminole Pratt Whitney Road shall be included in the general fund budget in accordance with an interlocal agreement between Seminole Improvement District and Palm Beach County.

VII. FUNDING

A. Capital Financing Plan

The proposed Capital Improvements will be funded through a combination of bonds (Revenue & Assessment), grants (State, Local, Federal), and developer contributions.

B. Proposed Rate Structure

The rate structure for the capital improvements within the district will be established as part of the assessment methodology for the assessment bonds and rate structure for the revenue bonds. These rate structures shall be able to accommodate the debt service and the operations and maintenance of the infrastructure within the District.

VIII. RECOMMENDATION

Based on the information presented in this report, it is recommended that the Board of Supervisors of SID approve the Seventh Amended Water Control Plan for the capital improvement

Appendix A

(Existing Unit of Development 1)

EXHIBIT 1 -

The lands included within the Seminole Water Control District comprise 4,031.97 acres, and are described as follows:

Section 1, T 43 S, R 40 E	573.84 acres
Section 2, T 43 S, R 40 E	526.85 acres
Section 3, T 43 S, R 40 E	425.60 acres
Section 12, T 43 S, R 40 E	593.35 acres
Section 5, T 43 S, R 41 E	642.35 acres
Section 6, T 43 S, R 41 E	616.33 acres
North one-half of Section 7, T 43 S, R 41 E	322.85 acres
North one-half of Section 8, T 43 S, R 41 E	<u>330.80</u> acres
Total Acres	4,031.97

An official survey plat of the property is attached herewith and designated as Seminole Water Control District Boundary Control Map, Dwg. #43-40-1-7.

These lands are located on the ground in accordance with a survey made by Mr. S. P. Musick, Registered Surveyor No. 1192, Vero Beach, Florida, dated March 5, 1965.

This survey was made by Mr. Musick for the sellers and purchasers of this land jointly, in 1965, and was approved and accepted by them jointly as being the official survey of this land.

The lands within the District, including rights of way, are subject to all easements of record, including;

1. An easement for Seminole Road held by Palm Beach County, Florida, as described in that certain deed recorded in O. R. Book 1640 at page 1626, records of Palm Beach County, Florida;
and
2. An easement for road purposes on land described as follows:
" The south 50 feet of sections 2 and 3, and the west 50 feet of section 12, and the south 50 feet of the west three quarters of section 12; all lying and being in T 43 S, R 40 E;
and
the east 50 feet of section 5 and the east 50 feet of the north one half of section 8; all lying and being in T 43 S, R 41 E; "
And all being as described in that certain deed recorded in O. R. Book 1354 at page 47 ,
official records of Palm Beach County, Florida.

EXHIBIT 2 -

The rights of way of the District are described in that certain deed from the City National Bank of Miami Beach, Florida, as Trustee, conveying title to Seminole Water Control District, as recorded in O. R. Book 1854 at page 1803 in the public records of Palm Beach County, Florida,

The descriptions in said deed refer to corners, courses and distances as set forth in the S. P. Musick Survey of these lands, dated March 5, 1965.

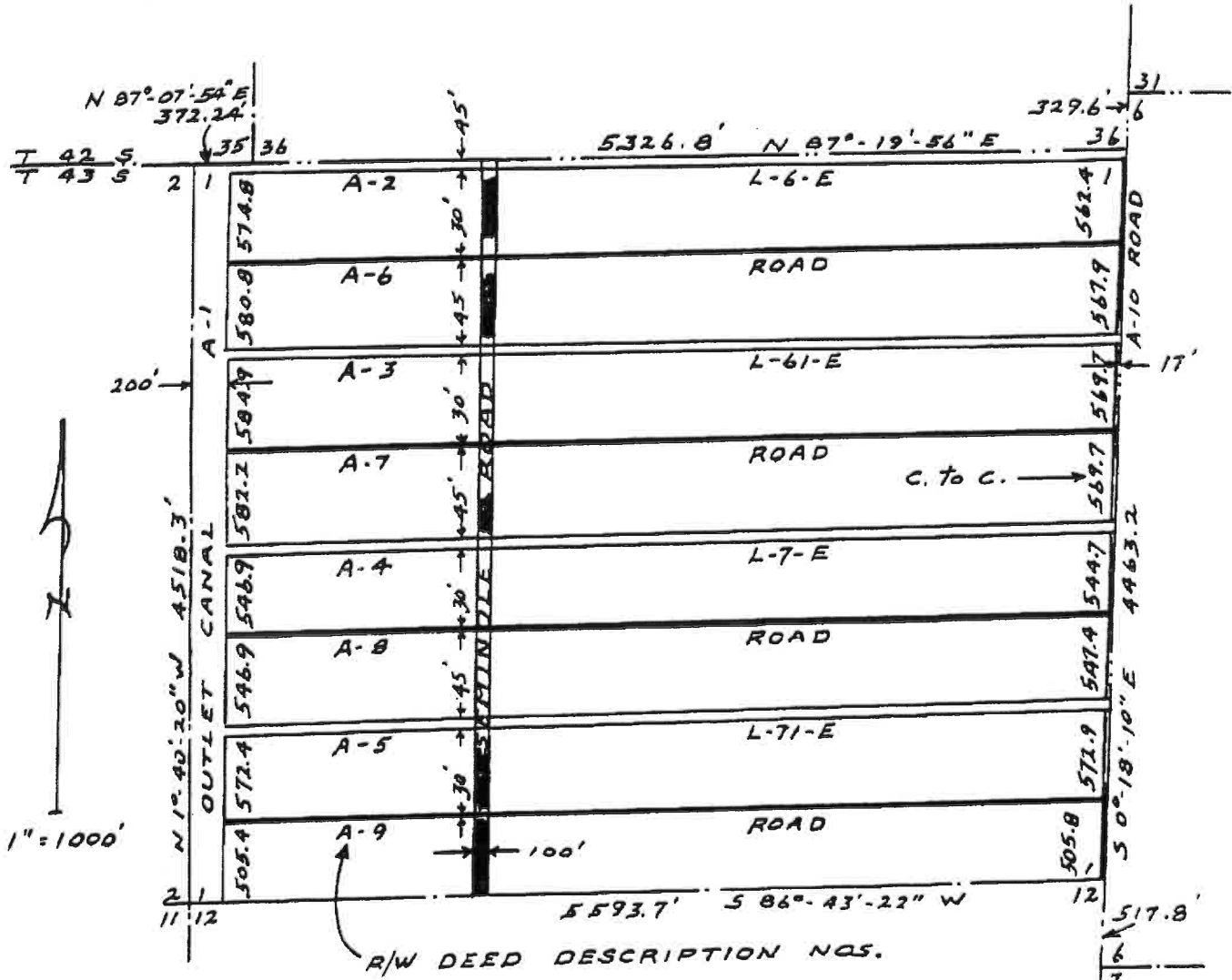
The total area of the rights of way of the District is 372.46 acres, distributed as follows:

Section	Acres Used for Canals	Acres Used for Access Roads	Total Acres
1-43-40	43.31	16.72	60.03
2-43-40	31.94	16.39	48.33
3-43-40	27.98	13.35	41.33
12-43-40	57.83	14.07	51.90
5-43-41	31.46	15.71	47.17
6-43-41	37.11	16.94	54.05
N 1/2			
7-43-41	18.34	8.39	26.73
N 1/2			
8-43-41	<u>14.95</u>	<u>7.98</u>	<u>22.92</u>
Totals	262.92	109.54	372.46

7

1'

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



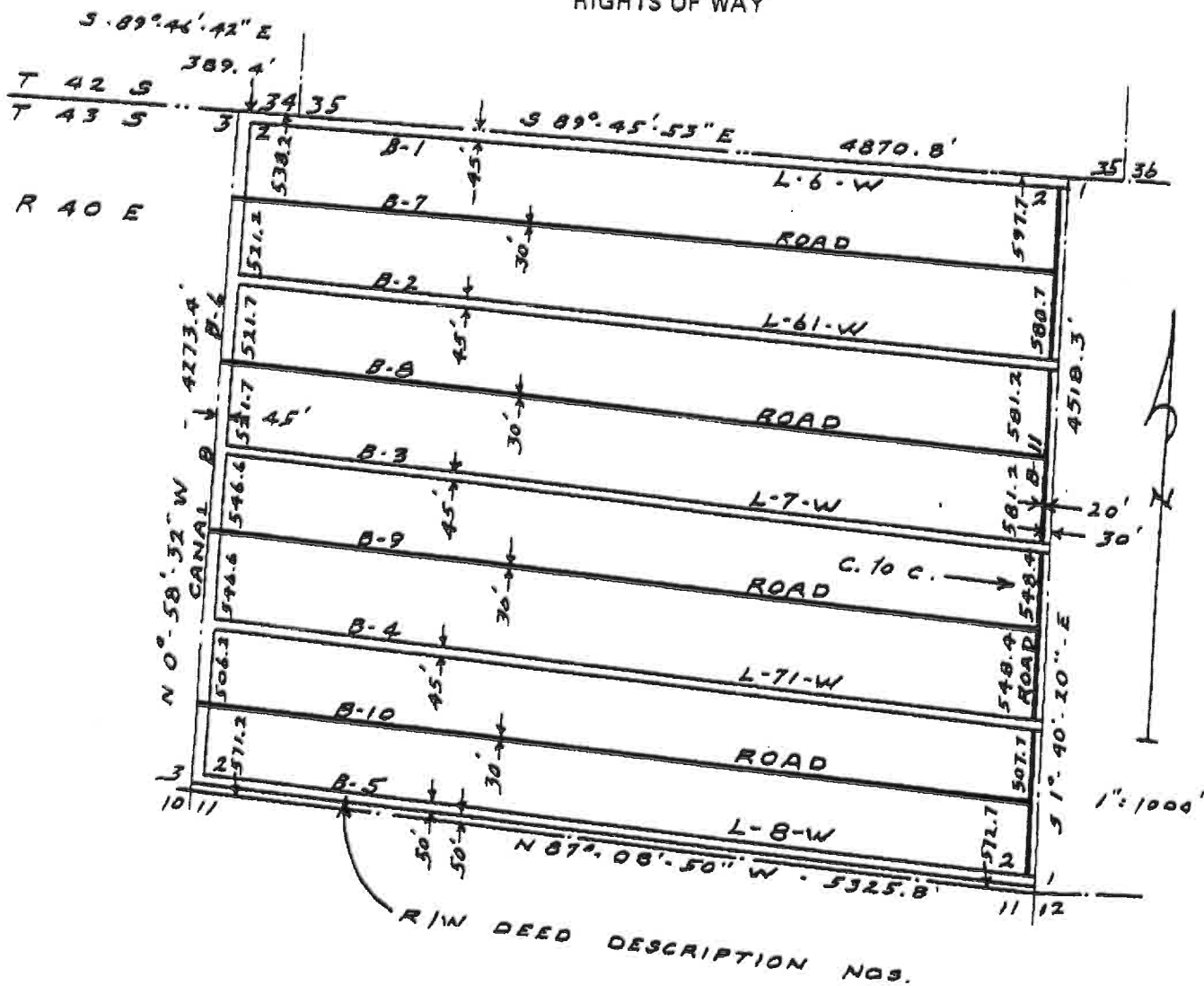
Section 1, T-43-S, R-40-E
Palm Beach County, Florida

as shown by S. P. Musick
survey, dated March 5, 1965

EXHIBIT A

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



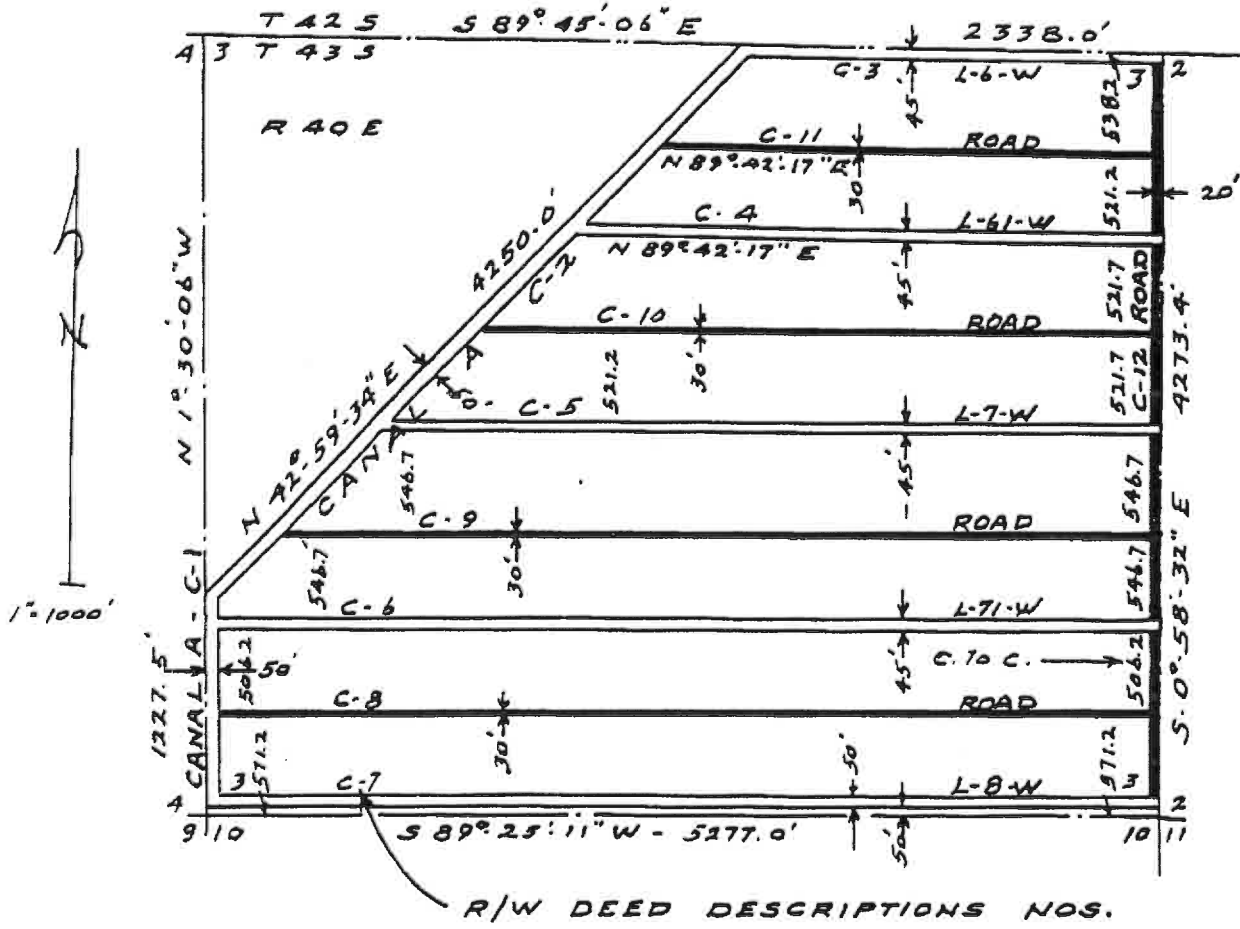
Section 2, T-43-S, R-40-E
Palm Beach County, Florida

as shown by S. P. Musick
survey, dated March 5, 1965

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

EXHIBIT B

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



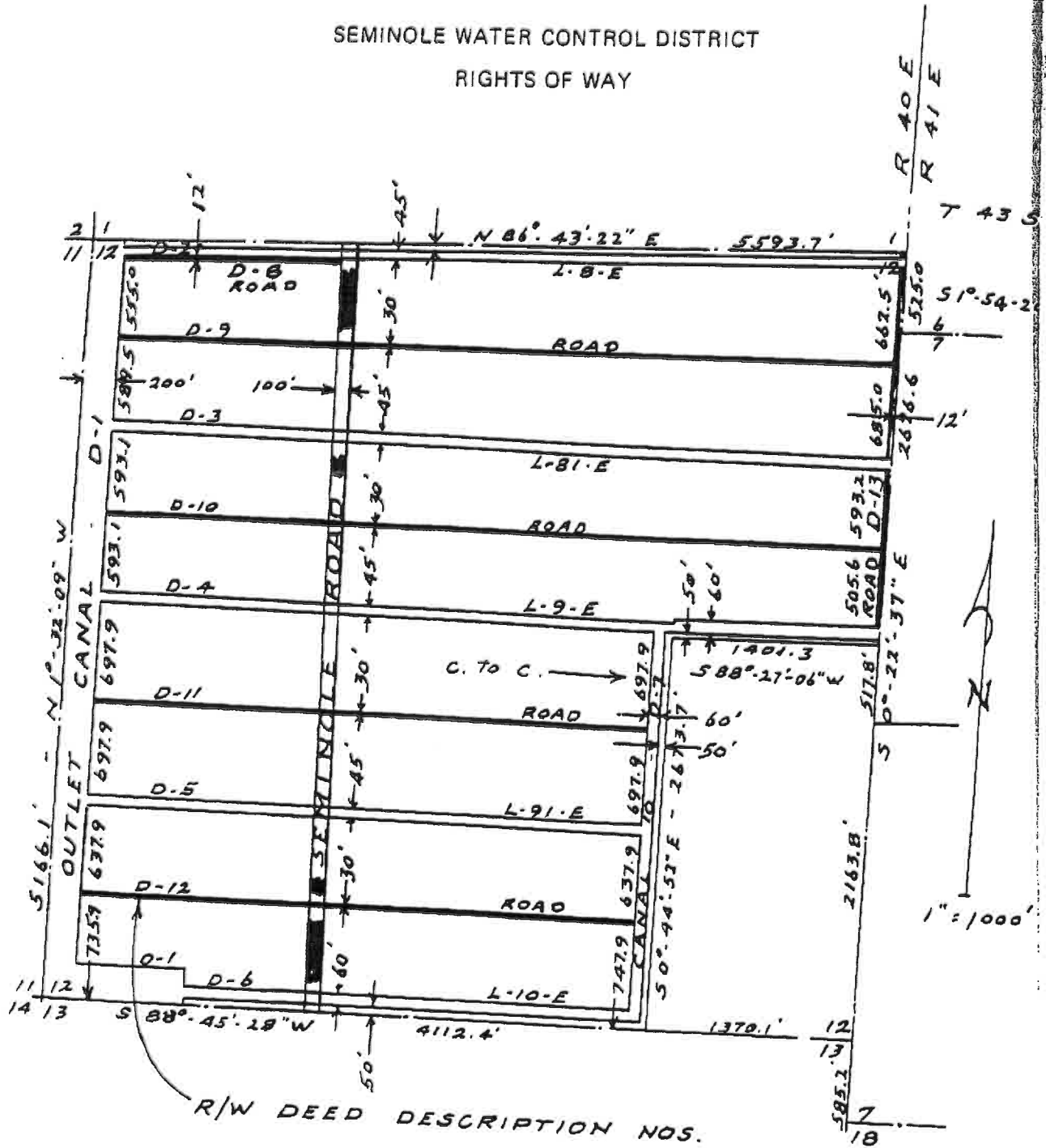
Section 3, T-43-S, R-40-E
Palm Beach County, Florida

as shown by S. P. Musick
survey, dated March 5, 1965

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

EXHIBIT C

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



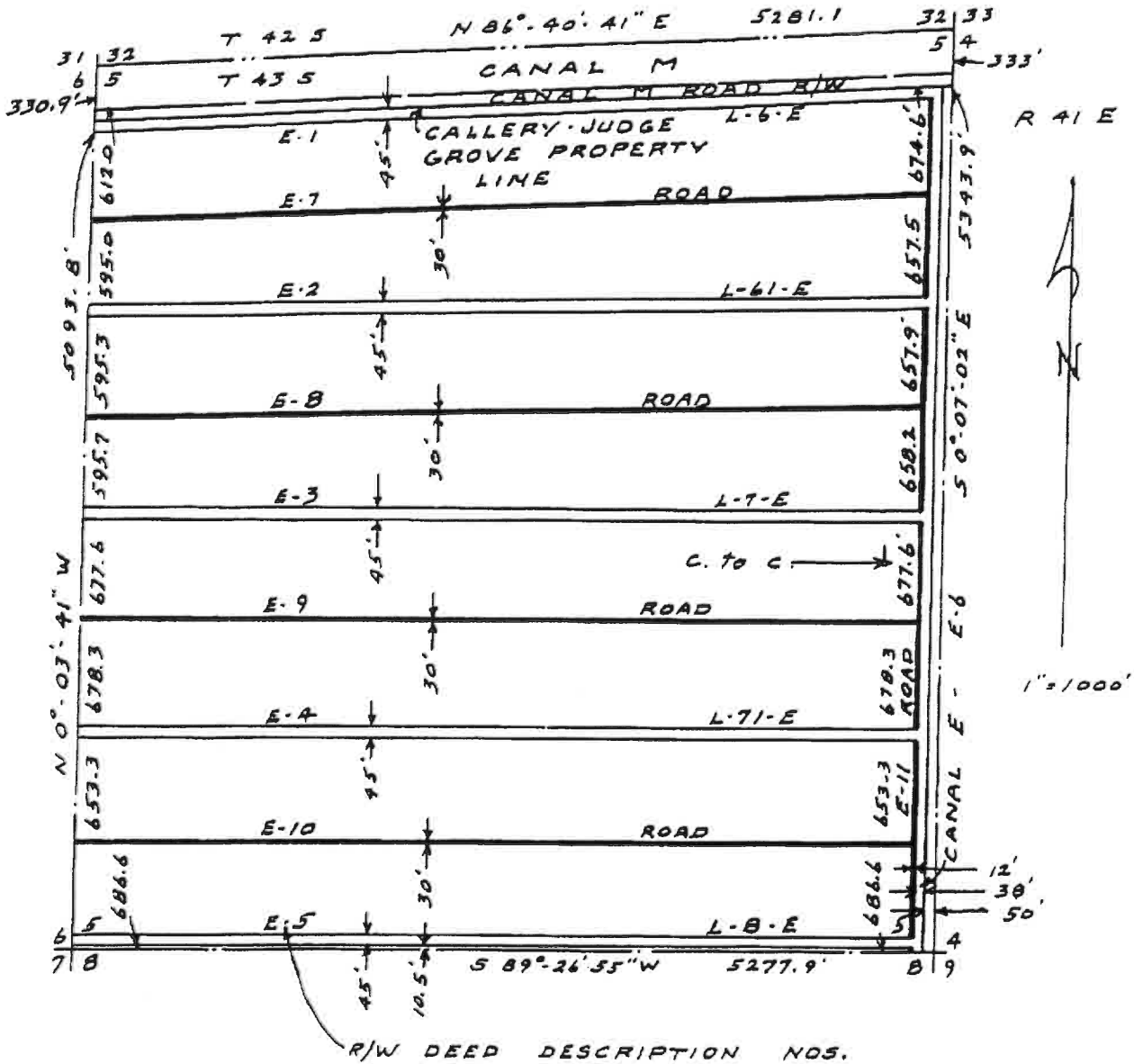
Section 12, T-43-S, R-40-E
Palm Beach County, Florida

as shown by S. P. Musick
survey, dated March 5, 1965 .

EXHIBIT D

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



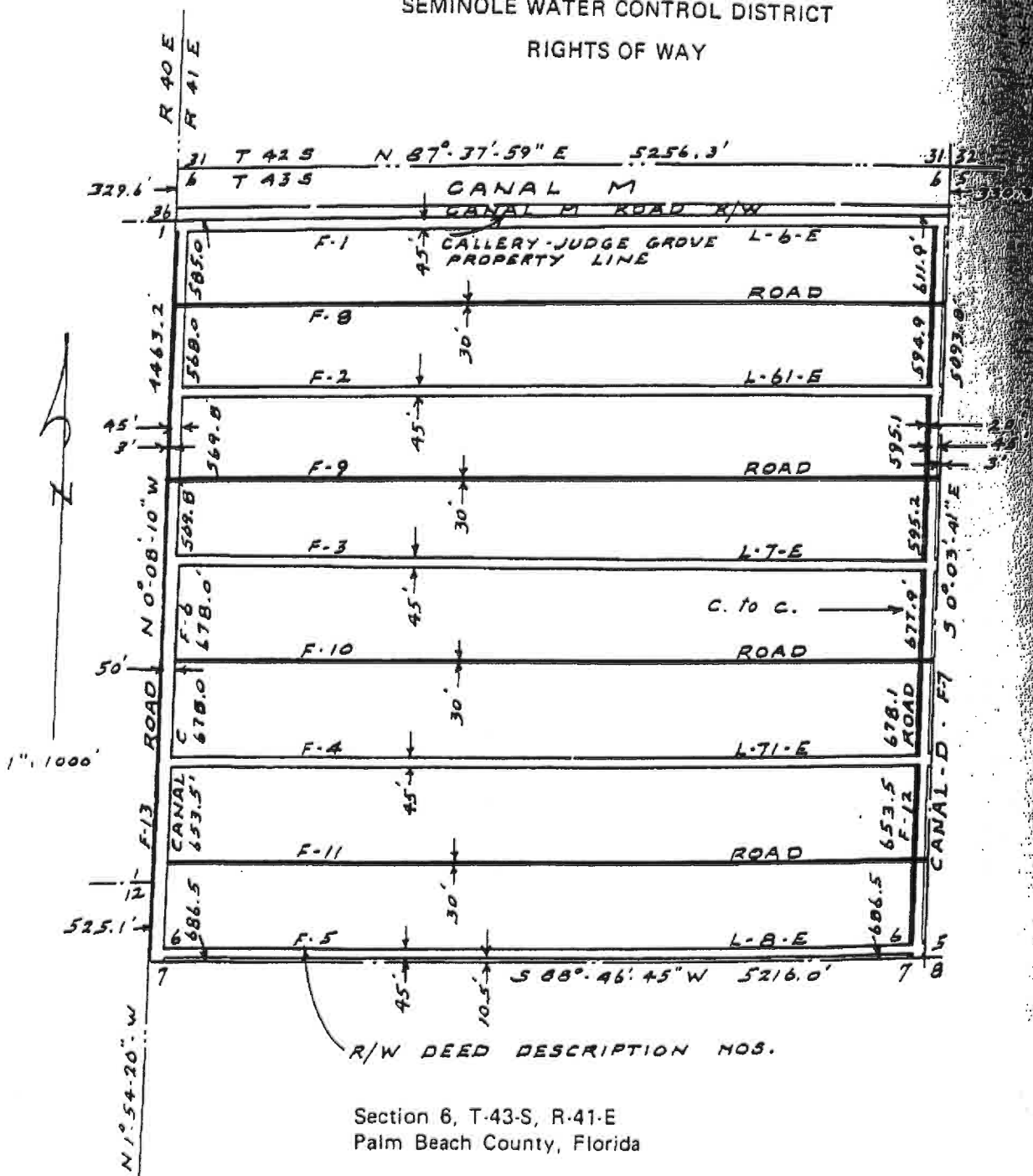
Section 5, T-43-S, R-41-E
Palm Beach County, Florida

as shown by S. P. Musick
survey, dated March 5, 1965

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

EXHIBIT E

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



R/W DEED DESCRIPTION NOS.

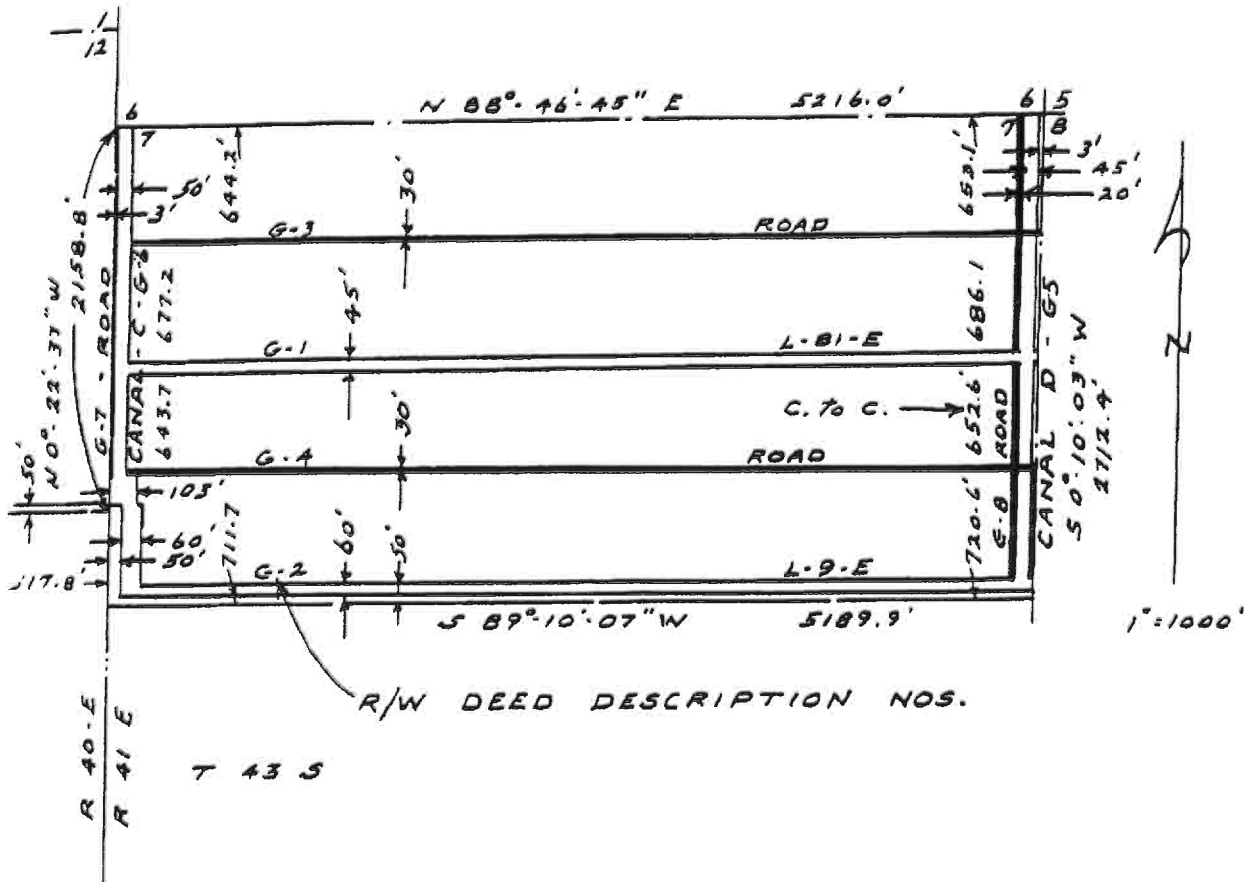
Section 6, T-43-S, R-41-E
Palm Beach County, Florida

as shown by S. P. Musick
survey, dated March 5, 1965

EXHIBIT F

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



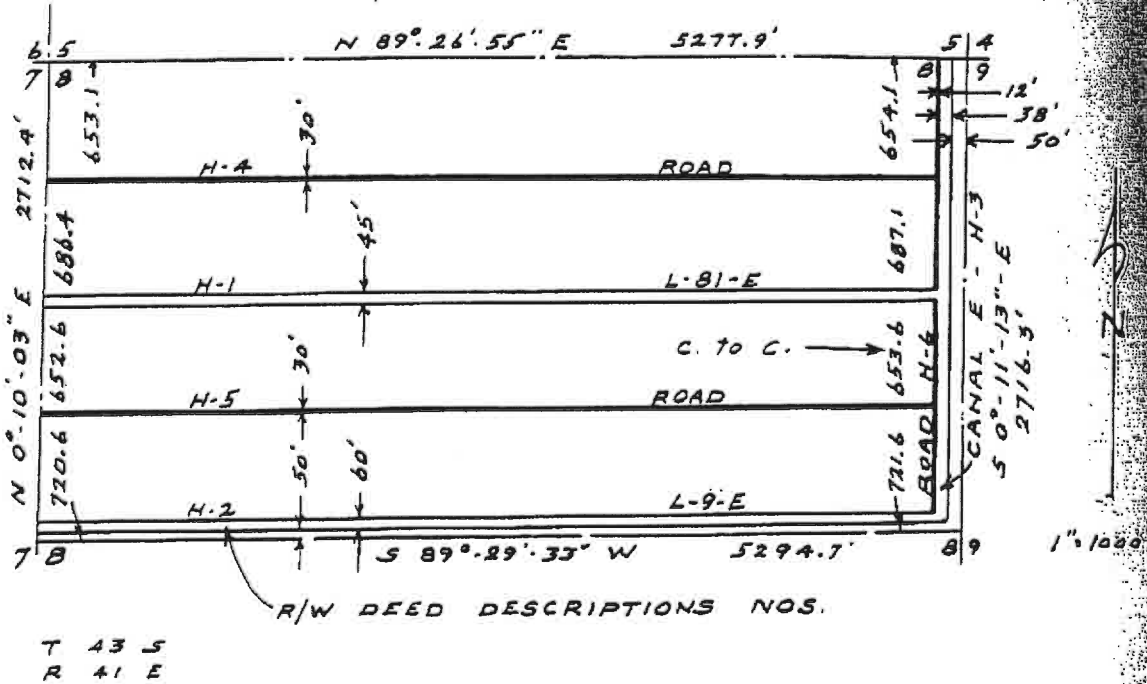
North one half of Section 7, T-43-S,
R-41-E, Palm Beach County, Florida

as shown by S. P. Musick Survey
Dated March 5, 1965

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

EXHIBIT G

SEMINOLE WATER CONTROL DISTRICT
RIGHTS OF WAY



North one half of Section 8, T-43-S,
R-41-E, Palm Beach County, Florida

as shown by S. P. Musick Survey
Dated March 5, 1965

Ben Herr
Palm Beach
Florida
Flo. Surv. Cert. No. 8

EXHIBIT H

Appendix B

(Existing Unit of Development 2)

EXHIBIT "A"
UNIT OF DEVELOPMENT NO. 2

BOUNDARY DESCRIPTION

The following lands situate lying and being in Palm Beach County, Florida to wit:

Commencing at the Northwest corner of Section 12, Township 43 South, Range 40 East (N 879,736.5893; E 724,165.0465), which said corner bearing N 01°07'30" E, 100.00 feet from a recorded Palm Beach County witness corner (N 879,636.6086; E 724,163.0831), run South 17°42'51" East, 199.39 feet to the Point of Beginning, said point (N 879,546.6521; E 724,225.7153) being N 47°40'17" East, 68.17 feet from the Callery-Judge Agreement corner as recorded in Record Book 4, Page 39, Public Records of Palm Beach County, Florida (N 879,500.7499; E 724,175.3202), thence North 85°08'54" West, parallel and 50 feet Northerly of the Callery-Judge Agreement Line as recorded in aforesaid Record Book, 5375.78 feet to a Point (N 880,001.3222; E 718,869.1973), said point bearing North 09°13'40" East, 88.41 feet from the record corner being the Southeast corner of Section 2, Township 43 South, Range 40 East (N 879,914.0569; E 718,855.0201); thence North 88°34'53" West, parallel with and 50 feet North of aforesaid Agreement Line, 5277.69 feet to a point (N 880,131.9708; E 713,593.1290) on the East right-of-way line of the existing Canal "M" road right-of-way, said point bearing North 32°22'49" East, 77.95 feet from the recorded Southeast corner of Section 3, Township 43 South, Range 40 East (N 880,066.1410; E 713,551.3839); thence North 00°00'43" East along said County established right-of-way, 1223.82 feet to a County concrete monument (N 881,355.7917; E 713,593.3860); thence continuing along aforesaid right-of-way the following courses in aforementioned Section 3, North 44°59'33" East, 4187.80 feet to a County concrete monument (N 884,317.4111; E 716,554.2158); thence South 87°46'28" East, through Sections 3 and 2, 8061.76 feet to a County concrete monument (N 884,004.3249; E 724,609.9010), said monument bearing South 39°21'40" East, 573.54 feet from the recorded Northwest corner of Section 1, Township 43 South, Range 40 East (N 884,447.7647; E 724,246.1591); thence North 88°36'44" East, 1404.50 feet to the West right-of-way of the Seminole-Pratt Whitney Road 100 foot right-of-way, recorded in O.R. Book 1607, Page 477) and a steel pin (N 884,068.3424; E 726,013.9892); thence South 01°42'54" West, along said West right-of-way, through said Section 1 and into Section 12, Township 43 South, Range 40 East, 9680.33 feet to a point (N 874,352.3478; E 725,724.2770); thence North 89°12'54" West, 1543.02 feet to a point (N 874,383.4944; E 724,181.4070), said point bearing North 65°46'12" East, 134.42 feet from a County recorded concrete monument (N 874,328.3304; E 724,058.8337) at the Southwest corner of said Section 12; thence North 00°29'30" East, 5163.35 feet to the Point of Beginning. All the above situate in Palm Beach County, Florida, and containing 1313.17 acres, more or less.

AND ALSO

Commencing at the Northwest corner of Section 6, Township 43 South, Range 41 East at a recorded County concrete monument (N 884,462.5484; E 729,898.4140) run South 01°33'05" West, along the West Section line, and Range line, 330.43 feet to a County concrete monument (N 884,132.2355; E 729,889.4688) on the South right-of-way for Canal "M" Road and the Point of Beginning. Thence South 89°49'05" East, along said right-of-way, 5268.02 feet to a steel pin (N 884,115.5088; E 735,157.4615), said point bearing South 01°57'51" West, 330.00 feet from the recorded County concrete monument (N 884,446.3149; E 735,168.7718) at the Northeast corner of said Section 6; thence run South 01°57'51" West, along the East line of said Section, 5094.50 feet to the recorded Southeast corner of Section 6 (N 879,024.0022; E 734,982.8537); thence South 02°10'33" West, along the East line of Section 7, Township 43 South, Range 41 East, 2777.60 feet to a recorded County concrete monument (N 876,248.4000; E 734,877.4000) on a court ordered Quarter-Section corner per Order NO. 73-1016CA(L)0; MacMillan, said corner bearing South 00°46'48" West, 63.81 feet from the recorded County Quarter corner concrete monument (N 876,312.2036; E 734,878.2680) thence North 89°11'58" West, through said Section 7, 5210.11 feet into Section 12, Township 43 South, Range 40 East to a concrete monument (N 876,321.2000; E 729,657.8000), which bears South 11°56'20" West, 102.15 feet from the recorded County Quarter Section corner of said Section 7 (N 876,421.1358; E 729,688.9304); thence North 01°33'48" East, 569.33 feet to the County established Quarter line of said Section 12 and a steel pin (N 876,890.3206; E 729,683.3330); thence North 88°32'19" West, 1395.13 feet along aforesaid Quarter Line to a steel pin (N 876,925.9020; E 728,288.6606); thence South 01°33'08" West, 2598.68 feet to a point (N 874,328.1768; E 728,219.2657), said point bearing North 83°05'19" West, 1403.98 feet from a recorded County concrete monument (N 874,159.2269; E 729,612.0427); at the Southeast corner of said Section 12; thence North 89°12'54" West, 2394.22 feet to a point (N 874,360.9777; E 725,824.2676) on the East right-of-way of Seminole-Pratt Whitney Road as recorded in Official Record Book 1607, Page 477; thence North 01°42'54" East, along said East right-of-way through said Section 12, into Section 1, Township 43 South, Range 40 East, 9684.13 feet to a concrete monument (N 884,040.7678; E 726,114.0998), on the South right-of-way of Canal "M" Road; thence North 88°36'44" East along said right-of-way, 3776.48 feet to the Point of Beginning. Less than parcel recorded in Official Record Book 6062, Page 1117 of the Public Records of Palm Beach County, Florida. All the above situate in Palm Beach County, Florida and containing 1707.00 acres, more or less.

AND ALSO

Commencing at a recorded County monument (N 884,445.3149; E 736,168.7718) at the Northwest corner of Section 5, Township 43 South, Range 41 East, run South $01^{\circ}57'51''$ West along the West line of said Section 5, 330.00 feet to a point (N 884,115.5088; E 735,157.4615) on the South right-of-way of the Canal "M" Road; thence North $88^{\circ}41'00''$ East, along said right-of-way 50.00 feet to the Point of Beginning (N 884,116.6577; E 735,207.4483). From the Point of Beginning, continue North $86^{\circ}41'00''$ East along said right-of-way, 5281.79 feet to a steel pin (N 884,236.8709; E 740,437.8534) on the East line of said Section 5 and bears South $01^{\circ}54'45''$ West, 330.00 feet from the recorded concrete monument (N 884,566.6871; E 740,448.8658) at the Northeast corner of Section 5; thence South $01^{\circ}55'34''$ West, 5349.72 feet to a recorded County concrete monument (N 878,890.0589; E 740,259.3258) at the Southeast corner of said Section 5; thence South $02^{\circ}00'11''$ West, along the East line of Section 7, Township 43 South, Range 41 East, 2713.39 feet to the recorded County concrete monument (N 876,178.3300; E 740,164.4854) at the East Quarter corner of Section 8; thence North $88^{\circ}32'57''$ West along the Quarter Section line, 16.61 feet to a point (N 876,178.7506; E 740,147.8781); thence South $02^{\circ}00'11''$ West, 3.77 feet to a concrete monument (N 876,174.9846; E 740,147.7464); thence North $89^{\circ}12'07''$ West, through Section 8, 5220.86 feet to a point (N 876,247.7036; E 734,927.3951), which bears South $37^{\circ}17'41''$ East, 81.08 feet from a recorded concrete monument (N 876,312.2036; E 734,878.2680) at the West Quarter corner of said Section 8; thence North $02^{\circ}10'34''$ East, parallel with and 50.00 feet East of the West Section Line, 2777.03 feet to a point (N 879,022.7334; E 735,032.8376), said point bearing South $88^{\circ}32'45''$ East, 50.00 feet from the recorded Northwest corner of said Section 8 (N 879,024.0022; E 734,982.8537); thence North $01^{\circ}57'48''$ East, parallel with and 50.00 feet East of the West line of said Section 5, 5096.92 feet to the Point of Beginning. LESS THE following described parcels:

School Site A

A parcel of land lying in Section 5, Township 43 South, Range 41 East, Palm Beach county, Florida being more particularly described as follows:

From a Palm Beach County brass survey disk in concrete marking the Northeast corner of said Section 5 run S $01^{\circ}54'44''$ along the East line of said Section 5 a distance of 388.12 feet; thence departing from said East line S $88^{\circ}40'59''$ W 100.16 feet to the point of beginning of the herein described parcel; thence run along the Westerly line of the Seminole Water Control District Road E-11 S $01^{\circ}54'44''$ W 1241.54 feet; thence departing from said Westerly line N $89^{\circ}54'58''$ W 1788.50 feet; thence N $01^{\circ}47'02''$ E 1197.60 feet; thence N $88^{\circ}40'59''$ E 1793.12 feet to the point of beginning.

Containing 50.09 acre more or less.

School Site B

A parcel of land lying in Section 5, Township 43 South, Range 41 East, Palm Beach County, Florida being more particularly described as follows:

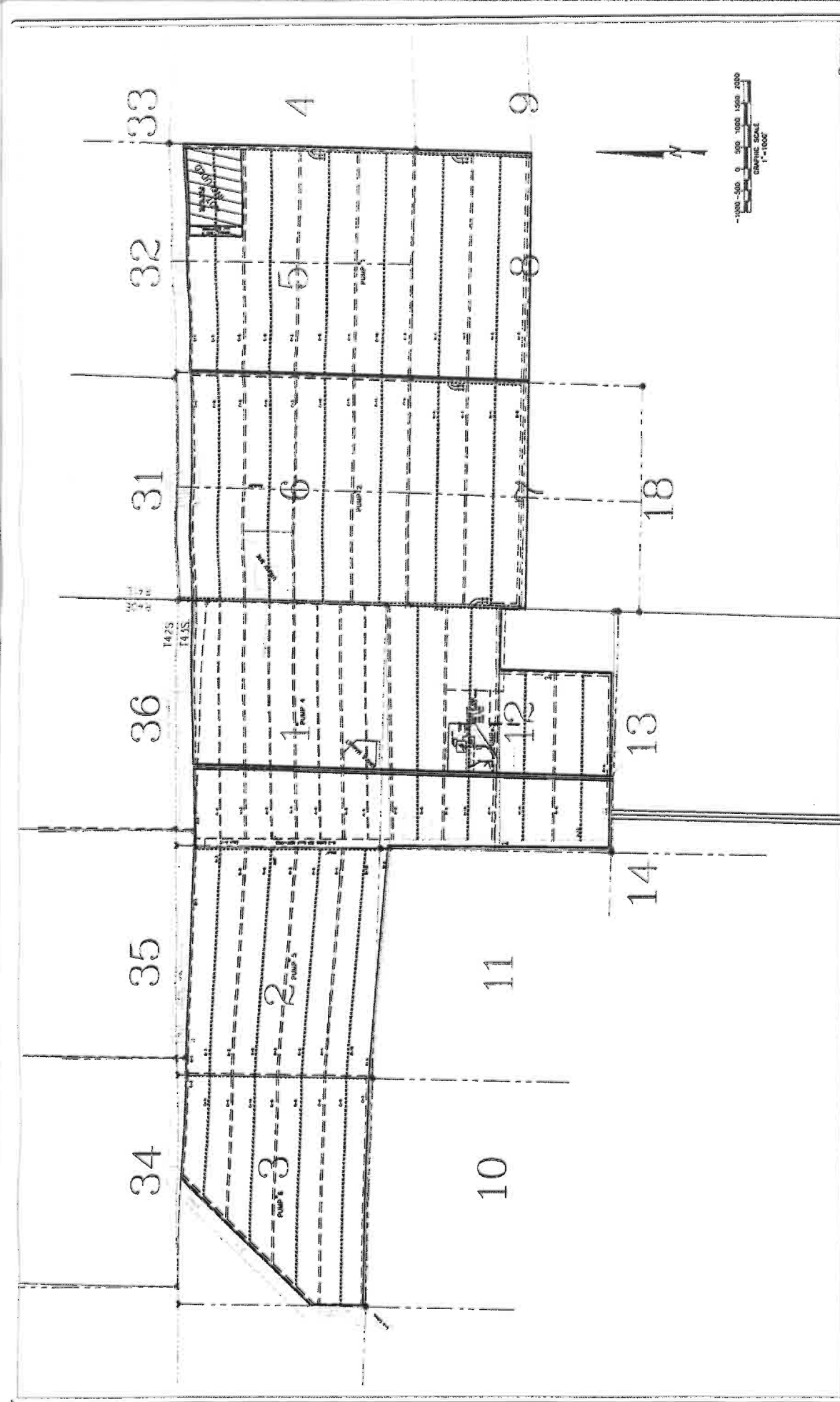
From a Palm Beach County brass survey disk in concrete marking the Northeast corner of said Section 5 run S 01°54'44" W along the East line of said Section 5 a distance of 388.12 feet; thence departing from said East line S 88°40'59" W 1893.28 feet to the point of beginning of the herein described parcel; thence S 01°47'02" W 1197.60 feet; thence N 89°54'58" W 232.91 feet; thence N 01°56'48" E 1192.09 feet; thence N 88°40'59" E 229.76 feet to the point of beginning.

Containing 6.33 acres more or less.

All the above situate in Palm Beach County, Florida and containing 900.13 acres, more or less.

TOTAL UNIT OF DEVELOPMENT #2 ACREAGE

Total acreage within Unit of Development #2, as described in this legal description, is 3,920.30 acres (more or less).



DATE: _____ BY: _____
 REVISIONS: _____

VERIFY SCALE
 BAR IS EQUAL TO ONE
 INCH ON ORIGINAL DRAWING
 ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE SPECIFIED

LBPH INC.
 CONSULTING CIVIL ENGINEERS,
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 "Value Any Design"
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 (561) 866-3376 Fax: (561) 866-6531
 www.lbphinc.com

Seminole Improvement District
 Unit of Development No. 2

DATE: _____ BY: _____
 REVISIONS: _____

DATE: _____ BY: _____
 REVISIONS: _____

DATE: _____ BY: _____
 REVISIONS: _____

DATE: _____ BY: _____
 REVISIONS: _____

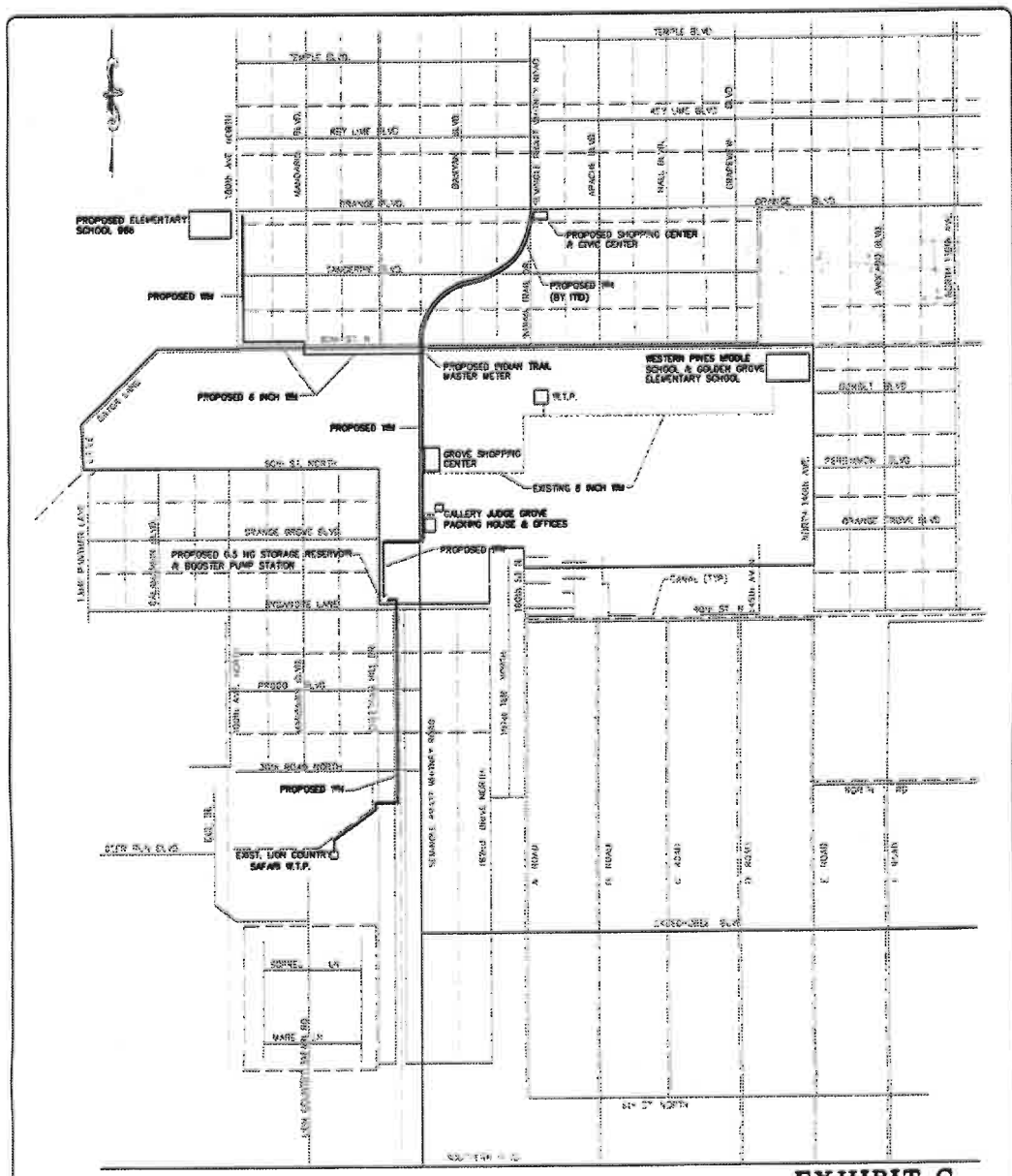
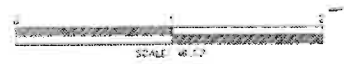


EXHIBIT C



RMA
 Reese, Macon and Associates, Inc.
 8415 Lake North Road, Suite 307
 Lake Worth, FL 33463
 Tel. (561) 433-5288

S.I.D
AMENDED WATER CONTROL PLAN
UNIT OF DEVELOPMENT NO. 2

Entered By	Checked By	Drawn By	Approved By	Date	Title	Job Number	Sheet
W.D.R.	T.S.	W.D.R.	W.D.R.	AUGUST 2000 AS NOTED		SO-0200	1

Appendix C

(Existing Unit of Development 3)

EXHIBIT A

SEMINOLE IMPROVEMENT DISTRICT
UNIT OF DEVELOPMENT #3

PARCEL 1:

A PARCEL OF LAND BEING ALL OF SECTIONS 5 AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH LINE OF THE M-CANAL AS RECORDED IN ROAD BOOK 6, PAGE 137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE RECORDED COUNTY CONCRETE MONUMENT AT THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 88°32'57" WEST ALONG THE QUARTER SECTION LINE, 16.61 FEET TO A POINT; THENCE SOUTH 02°00'11" WEST, 3.77 FEET TO A CONCRETE MONUMENT; THENCE NORTH 89°12'07" WEST, THROUGH SECTION 8, 5220.86 FEET TO A POINT ON A LINE 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 8 AND THE POINT OF TERMINUS. LESS AND EXCEPTING THEREFROM: THE WEST 50.00 FEET OF SAID SECTIONS 5 AND 8. AND LESS AND EXCEPTING THEREFROM: SCHOOL SITE A AS RECORDED IN OFFICIAL RECORD BOOK 9169, PAGE 136, AND SCHOOL SITE B AS RECORDED IN OFFICIAL RECORD BOOK 9232, PAGE 1206, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

A PARCEL OF LAND BEING ALL OF SECTIONS 6 AND 7, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH LINE OF THE M-CANAL AS RECORDED IN ROAD BOOK 6, PAGE 137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING NORTH OF THE FOLLOWING DESCRIBED LINE. COMMENCING AT THE RECORDED COUNTY WEST QUARTER SECTION CORNER OF SAID SECTION 7; THENCE SOUTH 11°56'20" WEST, 102.15 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE SOUTH 89°11'58" EAST, THROUGH SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, 5210.11 FEET INTO SAID SECTION 7 TO THE EAST LINE OF SAID SECTION 7 AND THE POINT OF TERMINUS.

PARCEL 3:

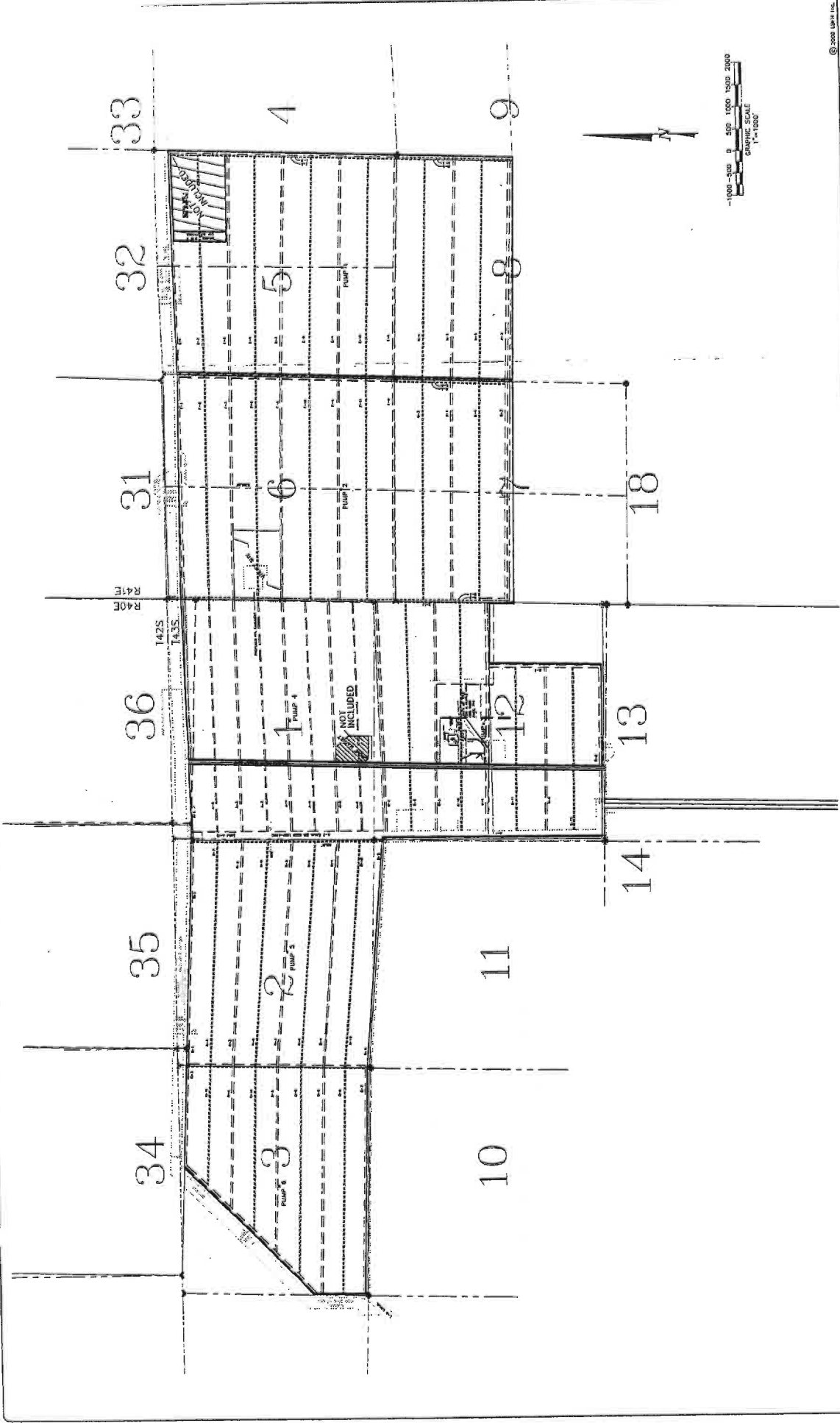
A PARCEL OF LAND BEING ALL OF SECTIONS 1, 2, 3, AND 11, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, LYING SOUTH AND EAST OF THE SOUTH AND EAST LINES OF THE M-CANAL, AS RECORDED IN ROAD BOOK 6, PAGE 137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING 50.00 FEET NORTH OF THAT CALLERY-JUDGE AGREEMENT LINE AS RECORDED IN RECORD BOOK 4, PAGE 39, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THEREFROM: RIGHT-OF-WAY FOR SEMINOLE-PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1607, PAGE 477, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. AND LESS AND EXCEPTING THEREFROM: ALL OF GROVE MARKET PLAT AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4:

A PARCEL OF LAND BEING ALL OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, LYING 50.00 FEET NORTH OF THAT CALLERY-JUDGE AGREEMENT LINE AS RECORDED IN RECORD BOOK 4, PAGE 39, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING NORTH AND EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND A COUNTY RECORDED CONCRETE MONUMENT; THENCE NORTH 65°46'12" EAST, 134.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°12'54" EAST, 1543.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD AS RECORDED IN OFFICIAL RECORD BOOK 1607, PAGE 477, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE POINT OF TERMINUS; THENCE RETURNING TO THE POINT OF BEGINNING, NORTH 00°29'30" EAST, 5163.35 FEET TO A POINT LYING 50.00 FEET NORTH OF SAID CALLERY-JUDGE AGREEMENT LINE. ALSO LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE RECORDED COUNTY WEST QUARTER SECTION CORNER OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE SOUTH 11°56'20" WEST, 102.15 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE SOUTH 89°11'58" EAST, THROUGH SAID SECTION 12, 5210.11 FEET INTO SAID SECTION 7 TO

EXHIBIT A

THE POINT OF TERMINUS; THENCE RETURNING TO SAID POINT OF BEGINNING, NORTH 01°33'48" EAST, 569.33 FEET TO THE COUNTY ESTABLISHED QUARTER LINE OF SAID SECTION 12 AND A STEEL PIN; THENCE NORTH 88°32'19" WEST, 1395.13 FEET ALONG AFORESAID QUARTER LINE TO A STEEL PIN; THENCE SOUTH 01°33'08" WEST, 2598.68 FEET TO A POINT, SAID POINT BEARING NORTH 83°05'19" WEST, 1403.98 FROM A RECORDED COUNTY CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 89°12'54" WEST, 2394.22 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID SEMINOLE-PRATT WHITNEY ROAD AND THE POINT OF TERMINUS. LESS AND EXCEPT THEREFROM: RIGHT-OF-WAY FOR SAID SEMINOLE-PRATT WHITNEY ROAD.



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 00-0200
 SHEET
 Exhibit B
 1/10/00

Seminole Improvement District
 Unit of Development No. 3

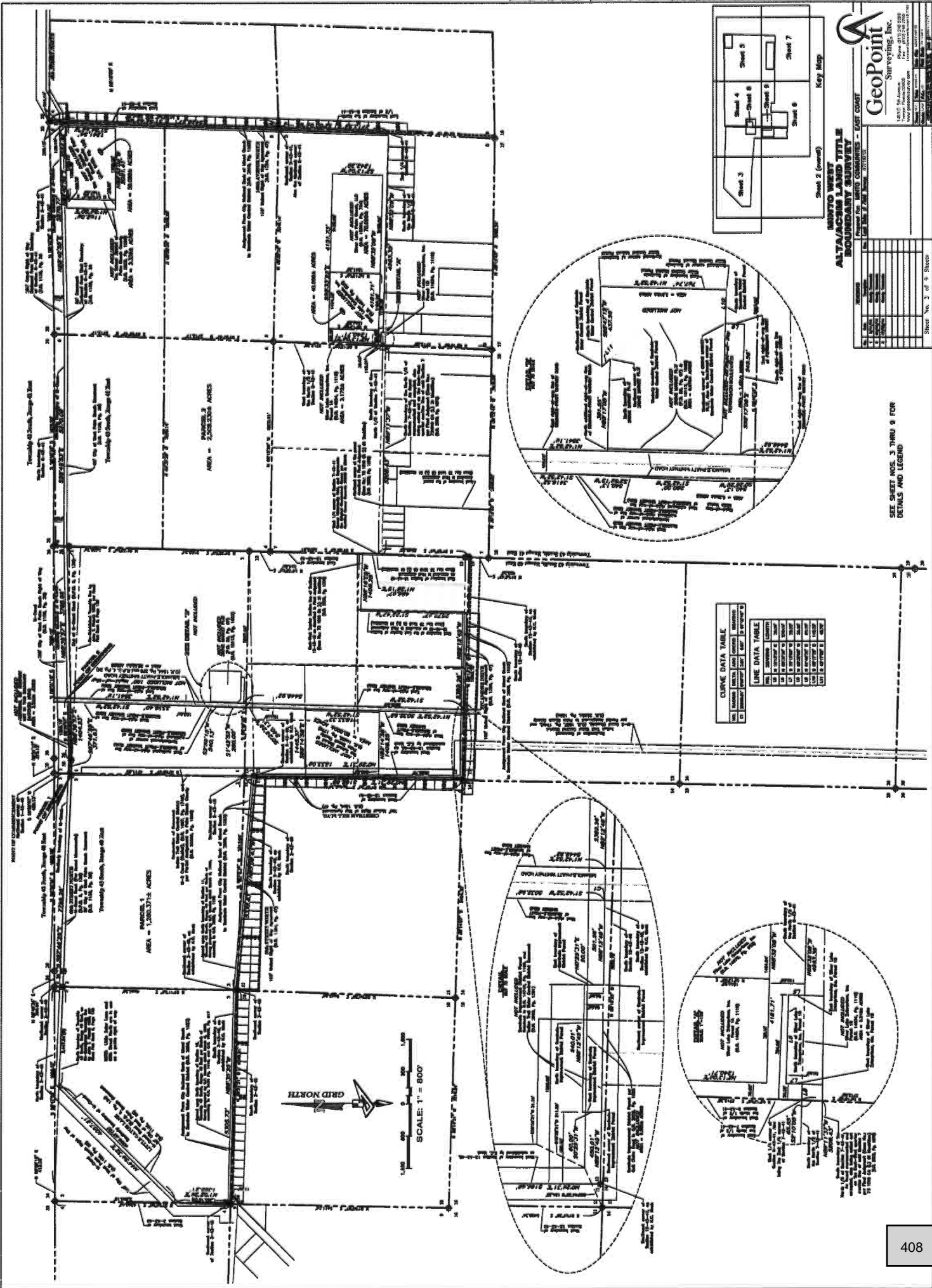
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VERIFY SCALE
 ALL DIMENSIONS
 MUST BE ORIGINAL DRAWING
 ADJUST ALL SCALED
 DIMENSIONS ACCORDINGLY

DATE	BY	REVISIONS

Appendix D

(District Boundary)

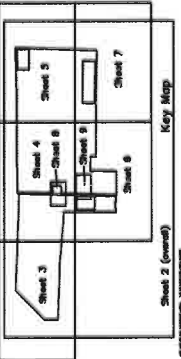
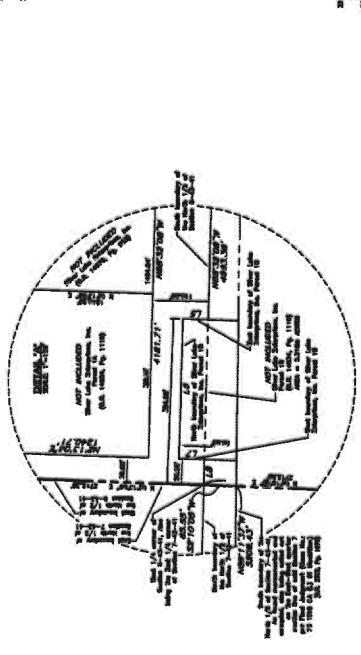
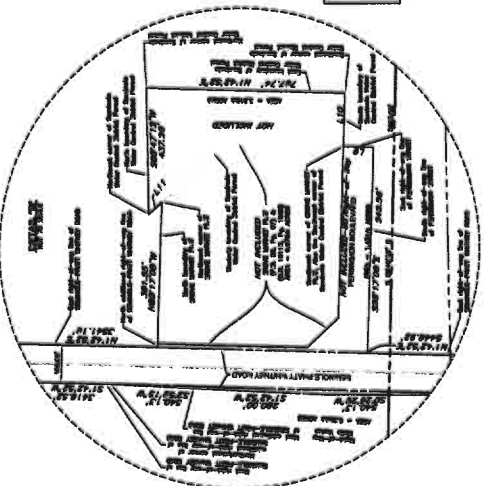


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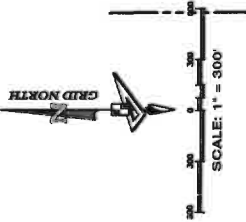
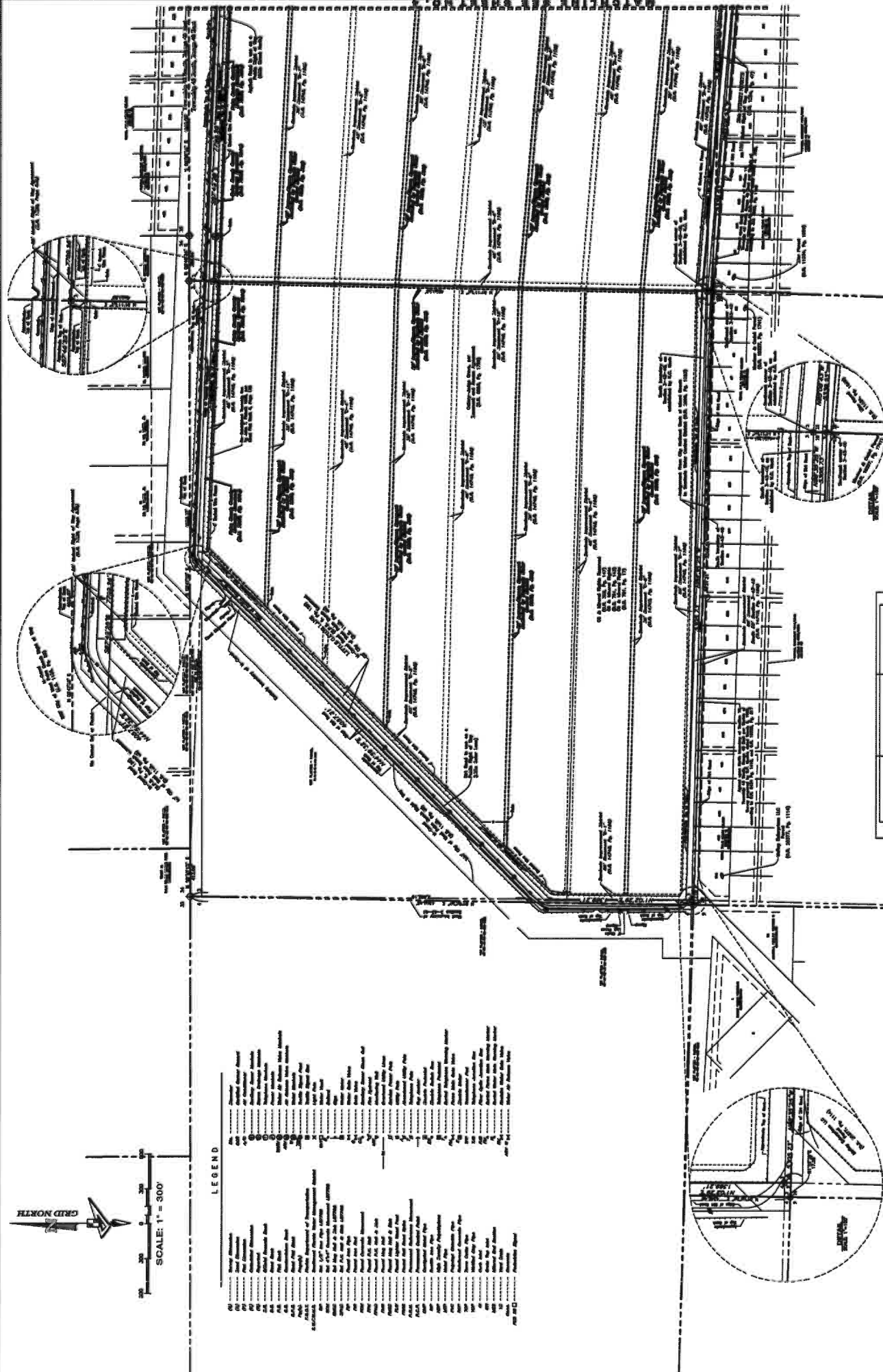
**MINUTO WEST
ALTAJACON LAND TITLE
BOUNDARY SURVEY**

Sheet No. 3 of 9 Sheets

GeoPoint
Surveying, Inc.
19711 S. 114th St.
Tulsa, Oklahoma 74134
Phone: 918.242.2000
Fax: 918.242.2005
www.geopoint-surveying.com

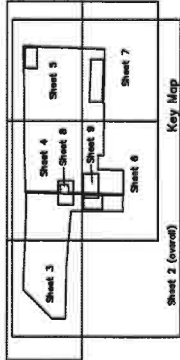
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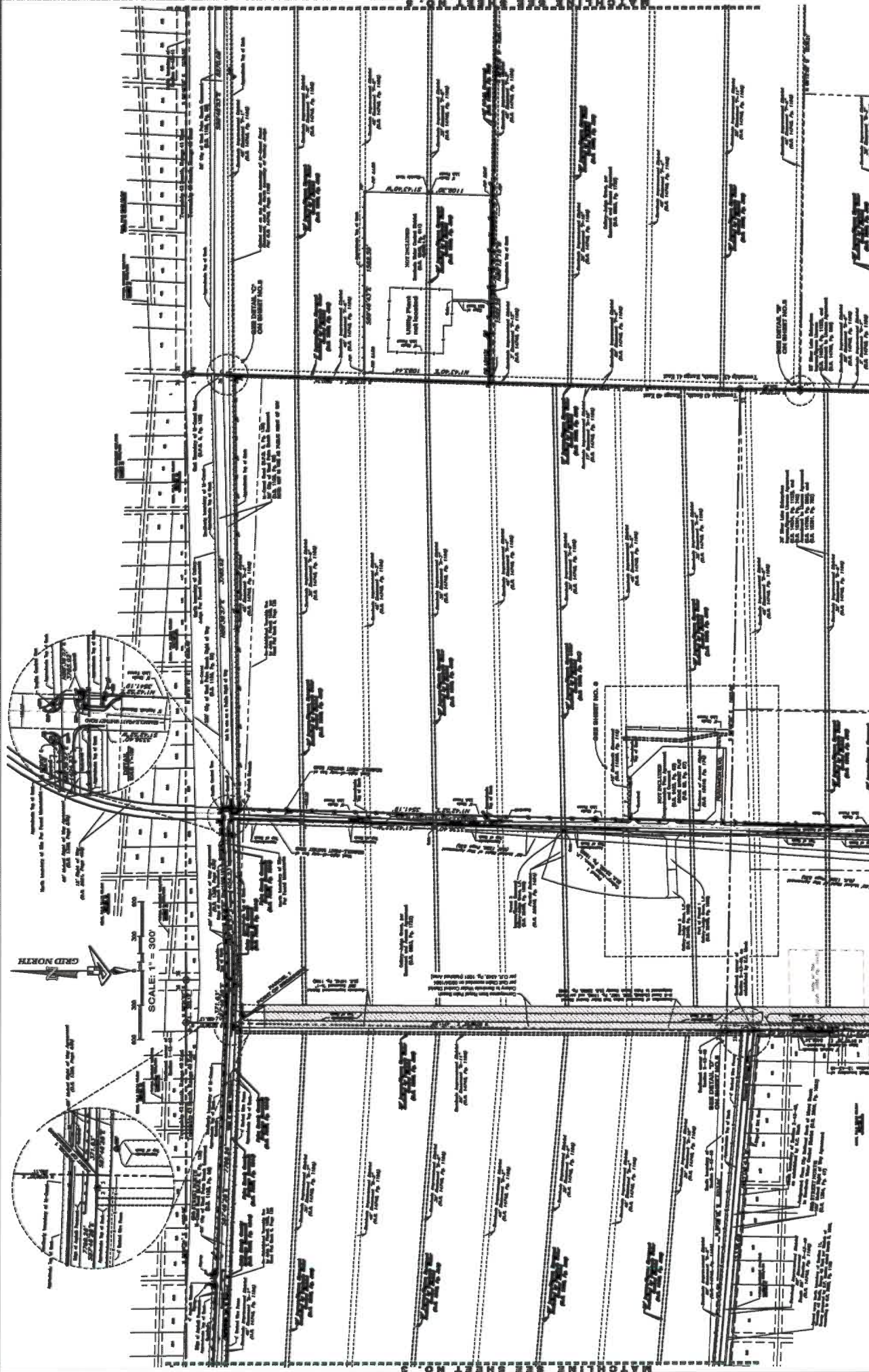
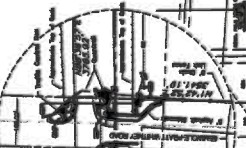
SEE SHEET NOS. 3 THRU 9 FOR
DETAILS AND LEGEND



LEGEND

Symbol	Description
--- (dashed line)	Proposed Boundary
--- (dash-dot line)	Proposed Easement
--- (solid line)	Proposed Utility
--- (dotted line)	Proposed Right-of-Way
--- (long-dash-dot line)	Proposed Encroachment
--- (short-dash-dot line)	Proposed Setback
--- (long-dash-dot-dot line)	Proposed Enclosure
--- (short-dash-dot-dot line)	Proposed Fencing
--- (dotted-dotted line)	Proposed Foundation
--- (dash-dot-dot line)	Proposed Driveway
--- (dash-dot-dot-dot line)	Proposed Walkway
--- (dotted-dotted-dot line)	Proposed Staircase
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--- (dotted-dotted-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)	Proposed Setback Marker
--- (dash-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)	Proposed Enclosure Marker
--- (dotted-dotted-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)	Proposed Fencing Marker
--- (dash-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)	Proposed Foundation Marker
--- (dotted-dotted-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)	Proposed Driveway Marker
--- (dash-dot line)	Proposed Walkway Marker
--- (dotted-dotted-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)	Proposed Staircase Marker
--- (dash-dot line)	Proposed Gate Marker
--- (dotted-dotted-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot-dot line)	Proposed Wall Marker
--- (dash-dot line)	Proposed Gate Post Marker
--- (dotted-dotted-dot line)	Proposed Corner Marker
--- (dash-dot line)	Proposed Survey Point Marker
--- (dotted-dotted-dot line)	Proposed Boundary Marker

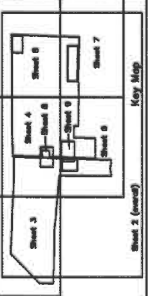




MATCHLINE SEE SHEET NO. 6

LEGEND

---	Proposed Boundary
---	Proposed Building Footprint
---	Proposed Parking Area
---	Proposed Driveway
---	Proposed Walkway
---	Proposed Utility Line
---	Proposed Easement
---	Proposed Fencing
---	Proposed Retention Wall
---	Proposed Storm Drain
---	Proposed Water Line
---	Proposed Sewer Line
---	Proposed Gas Line
---	Proposed Electric Line
---	Proposed Telephone Line
---	Proposed Cable Line
---	Proposed Fire Alarm Line
---	Proposed Security Alarm Line
---	Proposed Access Road
---	Proposed Loading Dock
---	Proposed Service Yard
---	Proposed Storage Area
---	Proposed Equipment Area
---	Proposed Office Area
---	Proposed Laboratory Area
---	Proposed Warehouse Area
---	Proposed Garage Area
---	Proposed Shop Area
---	Proposed Office Building
---	Proposed Laboratory Building
---	Proposed Warehouse Building
---	Proposed Garage Building
---	Proposed Shop Building
---	Proposed Fencing Line
---	Proposed Retention Wall Line
---	Proposed Storm Drain Line
---	Proposed Water Line Line
---	Proposed Sewer Line Line
---	Proposed Gas Line Line
---	Proposed Electric Line Line
---	Proposed Telephone Line Line
---	Proposed Cable Line Line
---	Proposed Fire Alarm Line Line
---	Proposed Security Alarm Line Line
---	Proposed Access Road Line
---	Proposed Loading Dock Line
---	Proposed Service Yard Line
---	Proposed Storage Area Line
---	Proposed Equipment Area Line
---	Proposed Office Area Line
---	Proposed Laboratory Area Line
---	Proposed Warehouse Area Line
---	Proposed Garage Area Line
---	Proposed Shop Area Line



AMITTO WEST TITLE ALTA BOUNDARY SURVEY

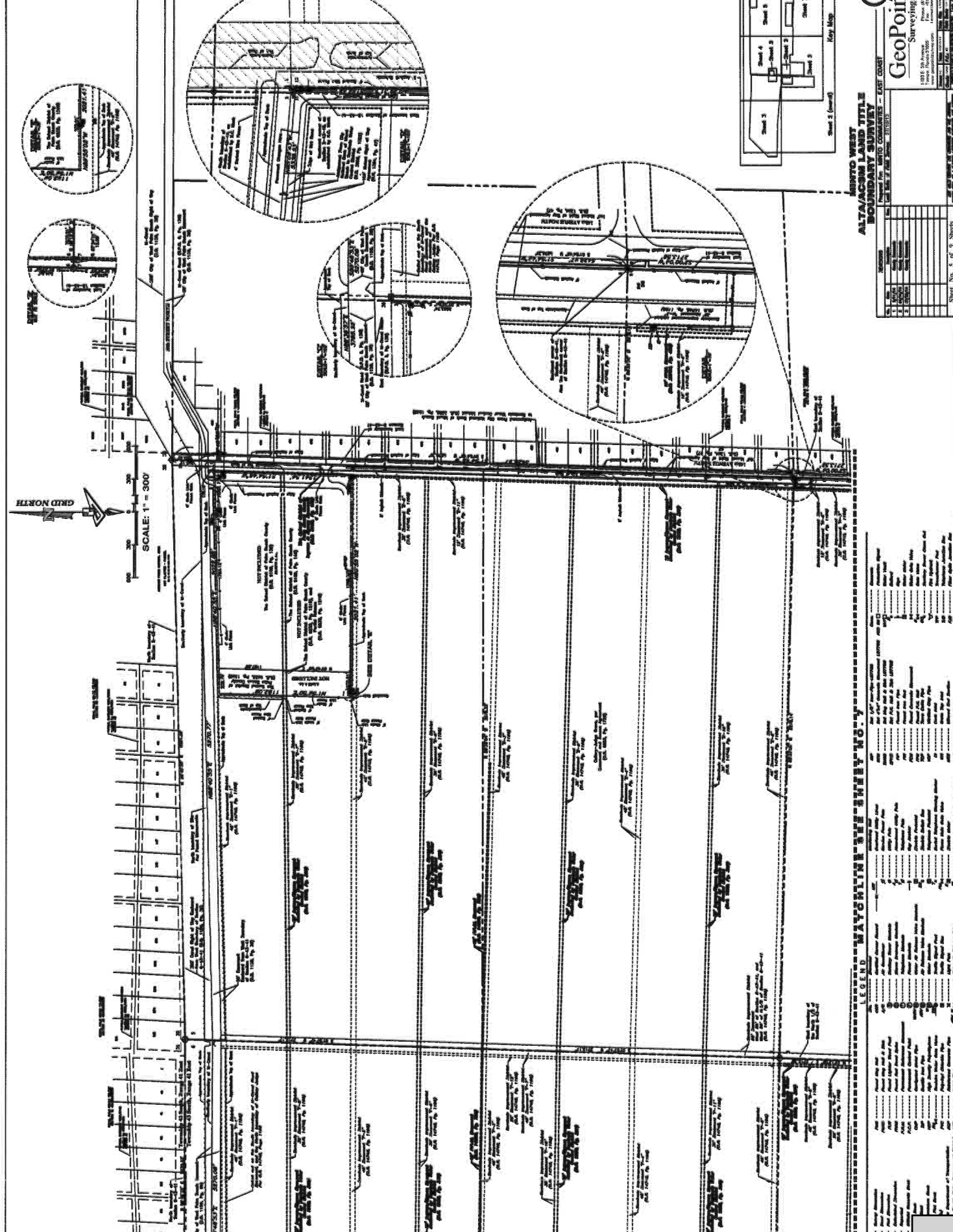
PROJECT NO. 18750 COMMERCIAL - EAST COAST
 02/18/2009

Sheet No. 4 of 9 Sheets

GeoPoint
 Surveying, Inc.

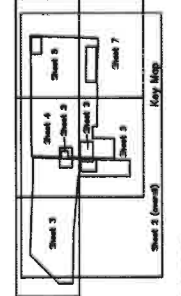
10215 E. Avenue
 Aurora, Colorado 80018

Phone: 303.440.9200
 Fax: 303.440.9201
 Website: www.geopoint-surveying.com



SCALE: 1" = 300'

GRID NORTH



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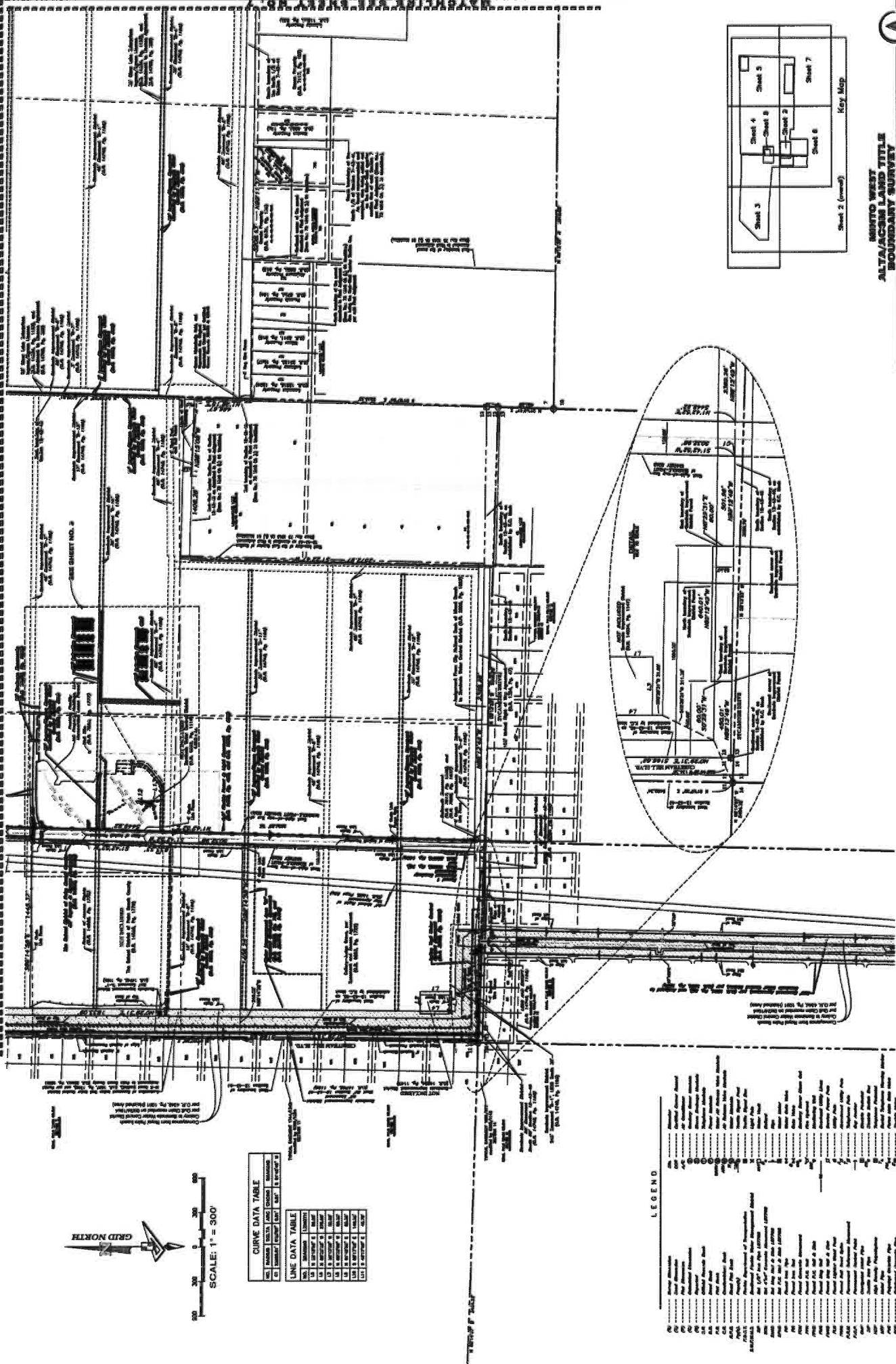
LEGEND
MAYCHLINE THE SHIBY NO. 4

Sheet No. 2 of 9 Sheets

ALTA/ACQUIR AND TITLE
BOUNDARY SURVEY
PROPERTY FOR LAND COMPANIES - EAST COAST

GeoPoint
Surveying, Inc.
10815 SW Avenue
Tampa, Florida 33609
Phone: 813-253-2000
Fax: 813-253-2001
www.geopointinc.com

MATCHLINE SEE SHEET NO. 3



SCALE: 1" = 300'

CURVE DATA TABLE

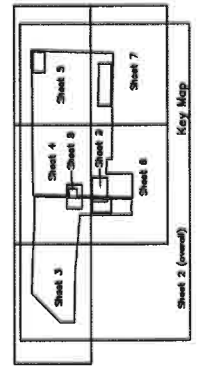
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LINE DATA TABLE

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7	10+00.00	10+00.00	0.00	180.00
8	10+00.00	10+00.00	0.00	180.00
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MINIHO WEST ALTA/ACCOMMODATION TITLE BOUNDARY SURVEY

GeoPoint
Surveying, Inc.
1427 S. 28th Avenue
Tampa, Florida 33606
Phone: 813.242.0088
Fax: 813.242.0191
E-mail: info@geopoint.com

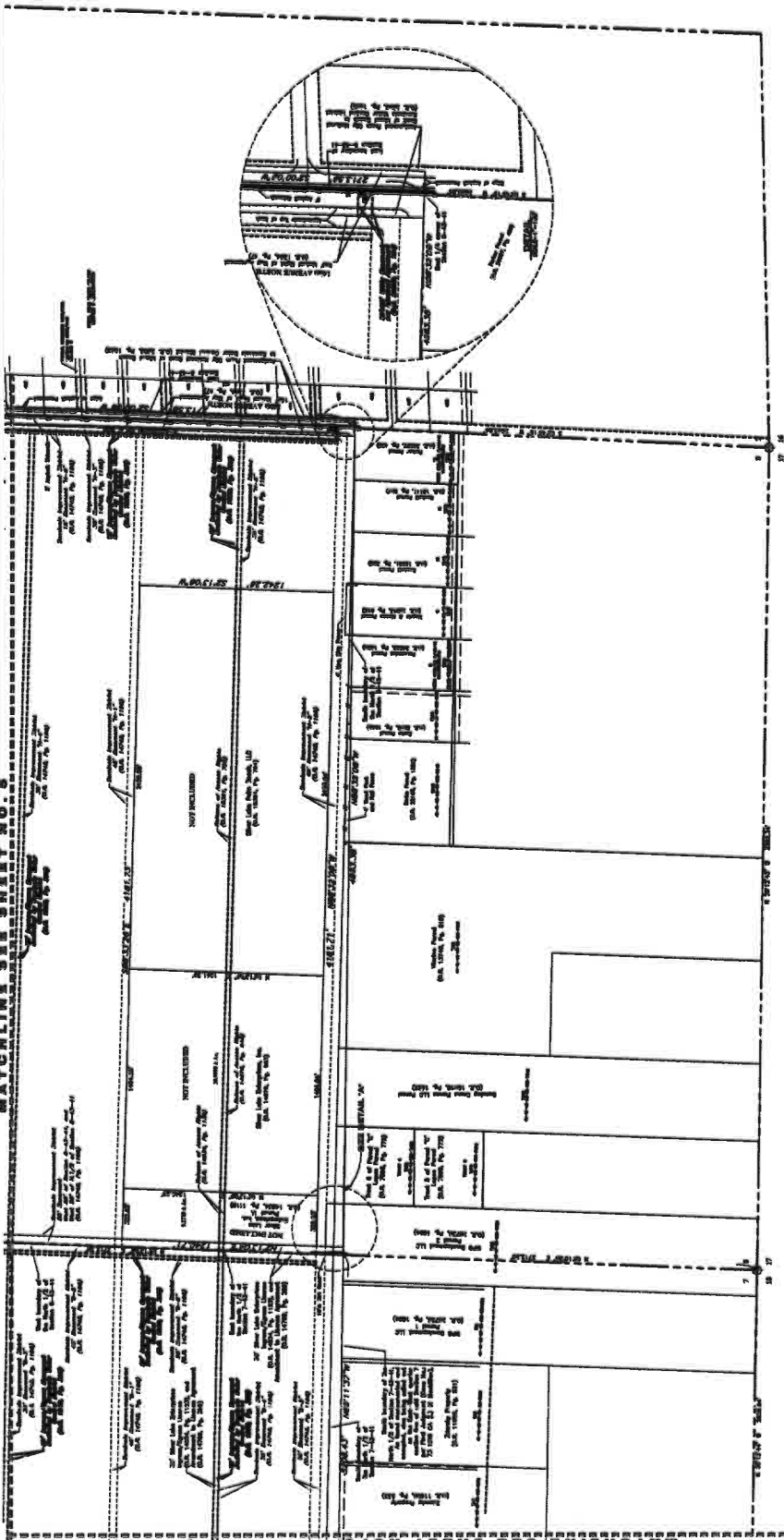
MATCHLINE SEE SHEET NO. 8

MATCHLINE SEE SHEET NO. 8



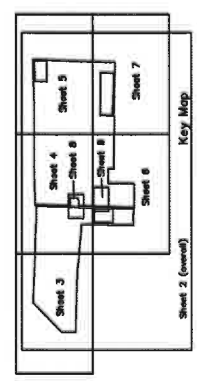
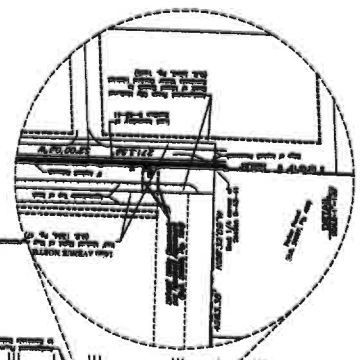
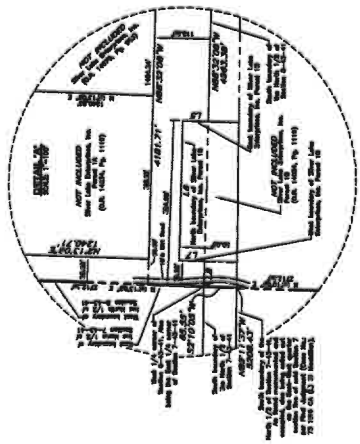
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NO.	START POINT	END POINT	CHORD	ANGLE
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**BRUNTO WEST
ALTAJACOB'S LAND TITLE
BOUNDARY SURVEY**



1811 St. Johns
Tampa, Florida 33605
Phone: 813-281-0000
Fax: 813-281-0001
www.geopoint.com

NO.	START	END	START	END
1	1+00.00	1+100.00	1+00.00	1+100.00
2	1+100.00	1+200.00	1+100.00	1+200.00

NO.	START	END	START	END
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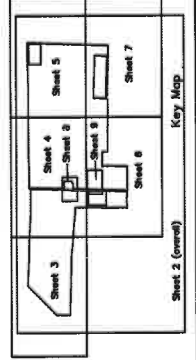
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**MUNDO WEST
ALTA/ACOMA LAND TITLE
BOUNDARY SURVEY - EAST COAST**



NO.	DATE	DESCRIPTION
1	1/1/2010	Initial Survey
2	2/1/2010	Final Survey
3	3/1/2010	Final Survey
4	4/1/2010	Final Survey
5	5/1/2010	Final Survey
6	6/1/2010	Final Survey
7	7/1/2010	Final Survey
8	8/1/2010	Final Survey
9	9/1/2010	Final Survey
10	10/1/2010	Final Survey
11	11/1/2010	Final Survey
12	12/1/2010	Final Survey



Appendix E

(Proposed Unit of Development 1)

Legal Description:

DESCRIPTION:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA PARCELS RECORDED IN OFFICIAL RECORD BOOK 9169, PAGE 136 AND IN OFFICIAL RECORD BOOK 9232, PAGE 1206, AND OFFICIAL RECORD BOOK 14566, PAGE 1779 AS MODIFIED BY OFFICIAL RECORD BOOK 25384, PAGE 1811 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ELEMENTARY SCHOOL

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA PARCEL, RECORDED IN OFFICIAL RECORD BOOK 9169, PAGE 136 AND IN OFFICIAL RECORD BOOK 9232, PAGE 1206 BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A PALM BEACH COUNTY BRASS SURVEY DISK IN CONCRETE MARKING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE S. 01°54'46"W. ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 388.12 FEET; THENCE DEPARTING FROM SAID EAST LINE S.88°40'55"W. A DISTANCE OF 100.16 FEET TO THE **POINT OF BEGINNING**; THENCE S.01°54'46"W. ALONG THE WESTERLY LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD E-11 AS RECORDED IN OFFICIAL RECORD BOOK 14742, PAGE 1196 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 1241.54 FEET; THENCE DEPARTING FROM SAID WESTERLY LINE N.89°55'02"W., A DISTANCE OF 2021.41 FEET; THENCE N.01°56'50"E., A DISTANCE OF 1192.09 FEET; THENCE N.88°40'55"E., A DISTANCE OF 2022.88 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH:

HIGH SCHOOL

THE SCHOOL BOARD OF PALM BEACH COUNTY, FL. PARCEL, RECORDED IN OFFICIAL RECORD BOOK 14566, PAGE 1779 AS MODIFIED BY OFFICIAL RECORD BOOK 25384, PAGE 1811 BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE N01°07'30"E., ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 2080.72 FEET; THENCE S.89°14'58"E., A DISTANCE OF 249.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE M-2 CANAL (200 FEET WIDE) AS RECORDED IN OFFICIAL RECORD BOOK 1687, PAGE 1749 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE CONTINUE S.89°14'58"E., A DISTANCE OF 1406.25; THENCE N.01°42'52"E. ALONG A LINE LYING 30.00 FEET WESTERLY OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SEMINOLE PRATT WHITNEY ROAD (100 FEET WIDE) AS RECORDED IN OFFICIAL RECORD BOOK 1544, PAGE 378 OF SAID PUBLIC RECORDS, A DISTANCE OF 1833.33 FEET; THENCE N.89°14'58"W., A DISTANCE OF 1040.12 FEET; THENCE S.06°27'48"W, A DISTANCE OF 114.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 72.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°14'19", A DISTANCE 97.06 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY AND A RADIUS OF 180.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°33'50", A DISTANCE OF 259.38 FEET TO THE POINT OF TANGENCY; THENCE S.01°08'17"W, A DISTANCE OF 493.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 399.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°20'22", A DISTANCE OF 295.01 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST AND A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°05'02", A DISTANCE OF 14.34 FEET TO THE POINT OF TANGENCY; THENCE S.00°44'57"W., A DISTANCE OF 72.23 FEET; THENCE N89°15'03"W, A DISTANCE OF 267.49 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE M-2 CANAL; THENCE S.00°29'31"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 627.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 4,805,517 SQUARE FEET OR 110.319 ACRES MORE OR LESS.

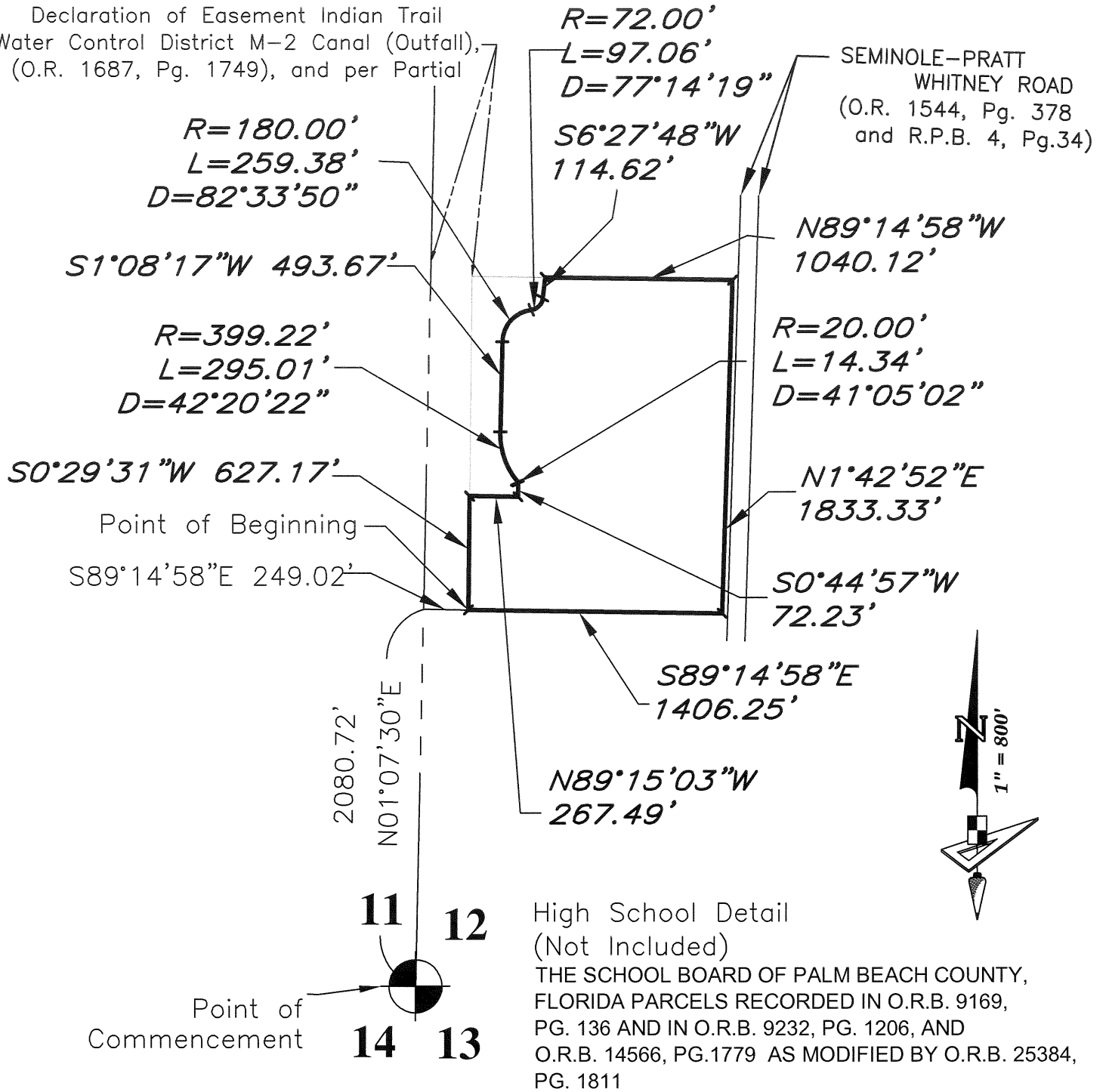
MINTO WEST SKETCH AND DESCRIPTION



REVISIONS				Prepared For: FARNER BARLEY AND ASSOCIATES												
No.	Date	Description	Dwn.	<p>SURVEYOR'S CERTIFICATE</p> <p>This certifies that a survey of the hereon described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.</p> <p>Gary A. Rager FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828</p> <p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>												
Sheet No. 01 of 03 Sheets				<p>GeoPoint Surveying, Inc.</p> <p>1403 E. 5th Avenue Phone: (813) 248-8888 Tampa, Florida 33605 Fax: (813) 248-2266 www.geopointsurvey.com Licensed Business Number LB 7768</p> <table style="width:100%;"> <tr> <td>Drawn: SWM</td> <td>Date: 08/18/15</td> <td>Data File:</td> </tr> <tr> <td>Check: GAR</td> <td>P.C.:</td> <td>Field Book:</td> </tr> <tr> <td colspan="2">Job #:</td> <td style="text-align: right;">417</td> </tr> </table>				Drawn: SWM	Date: 08/18/15	Data File:	Check: GAR	P.C.:	Field Book:	Job #:		417
Drawn: SWM	Date: 08/18/15	Data File:														
Check: GAR	P.C.:	Field Book:														
Job #:		417														

DWG NAME: W:\MINTO WEST\DESCRIPTIONS AND SKETCHES\FARNER BARLEY SIDSEMINOLR-IMPROVEMENT-PROJECT-SERVICE-BOUNDARY.DWG PLOTTED BY: STEVE MCMAHON ON: 8/21/2015 9:25 AM LAST

Declaration of Easement Indian Trail Water Control District M-2 Canal (Outfall), (O.R. 1687, Pg. 1749), and per Partial



MINTO WEST SKETCH AND DESCRIPTION

Prepared For: FARNER BARLEY AND ASSOCIATES

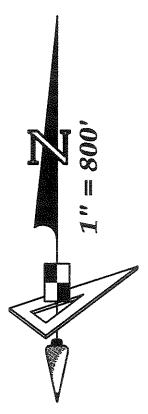
REVISIONS			
No.	Date	Description	Dwn.

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 Tampa, Florida 33605 Fax: (813) 248-2266
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Drawn: SWM	Date: 08/18/15	Data File:	418
Check: GAR	P.C.:	Field Book:	
Job #:			

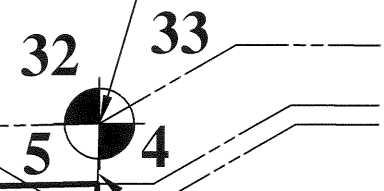
LAST PLOTTED BY: STEVE MCMAHON ON: 8/21/2015 9:26 AM DWGNAME: W:MINTO WEST/DESCRIPTIONS AND SKETCHES/FARNER BARLEY SIDISEMINOLR-IMPROVEMENT-PROJECT-SERVICE-BOUNDARY.DWG



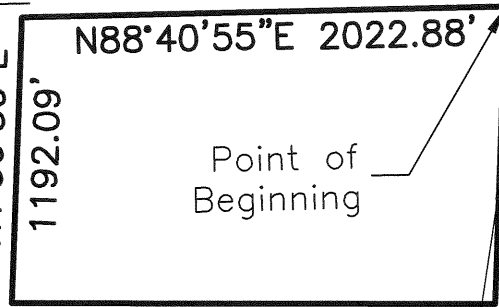
M-Canal
250' Right of Way
City of West Palm Beach
(D.B. 1156, Pg. 58)

Point of Commencement

S88°40'55"W 100.16'



S1°54'46"W
388.12'



80' Easement
City of West Palm Beach
(D.B. 1156, Pg. 58)

Point of Beginning

West Line of
Seminole Improvement District
60' Easement "E-11"
O.R.B. 14742, Pg. 1196

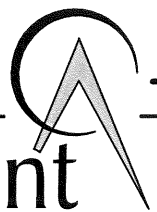
Elementary School
(Not Included)

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
PARCEL, RECORDED IN O.R.B. 9169, PG. 136 AND IN O.R.B. 9232,
PG. 1206 BOTH OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA, AND LYING IN SECTION 5, TOWNSHIP 43
SOUTH, RANGE 41 EAST, PALM BEACH COUNTY

MINTO WEST SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: FARNER BARLEY AND ASSOCIATES



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Tampa, Florida 33605
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Licensed Business Number LB 7768

Drawn: SWM	Date: 08/18/15	Data File:
Check: GAR	P.C.:	Field Book:

Appendix F

(Proposed Unit of Development 2)

Legal Description:

TWO PARCELS WITHIN SECTIONS 1, 2, 3, AND 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND SECTIONS 5, 6, 7, AND 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED 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 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, FLORIDA; THENCE CONTINUE S.00°59'07"W ALONG SAID WEST BOUNDARY OF SECTION 1, A DISTANCE OF 80.04 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 EASEMENT, AN 80 FOOT WIDE CITY OF WEST PALM BEACH EASEMENT, RECORDED IN SAID DEED BOOK 1156, PAGE 58, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE EASTERLY ALONG SAID SOUTH LINE OF THE 80 FOOT M-CANAL EASEMENT THE FOLLOWING TWO (2) COURSES: 1); S.87°46'28"E., A DISTANCE OF 371.63 FEET; 2) N.88°36'57"E., A DISTANCE OF 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 SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S.01°42'52"W., A DISTANCE OF 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 22,968.59 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,

CONTINUED ON FOLLOWING PAGE.

MINTO WEST SKETCH AND DESCRIPTION



REVISIONS			
No.	Date	Description	Dwn.

Prepared For: FARNER BARLEY AND ASSOCIATES

SURVEYOR'S CERTIFICATE
 This certifies that a survey of the hereon described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary A. Rager
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **LS4828**

GeoPoint Surveying, Inc.
 1403 E. 5th Avenue
 Tampa, Florida 33605
 www.geopointsurvey.com
 Phone: (813) 248-8888
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 Licensed Business Number LB 7768

Sheet No. 01 of 08 Sheets

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

Drawn: SWM	Date: 08/18/15	Data File:	421
Check: GAR	P.C.:	Field Book:	
Job #:			

DWG NAME: W:\MINTO WEST\DESCRIPTIONS AND SKETCHES\FARNER BARLEY SID\SEMINOLR-IMPROVEMENT-I-PROJECT-SERVICE-BOUNDARY.DWG PLOTTED BY: STEVE MCMAHON ON: 8/20/2015 5:01 PM LAST

Legal Description:

CONTINUED FROM PREVIOUS PAGE

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:

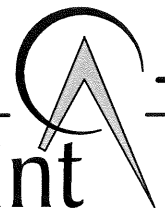
HIGH SCHOOL

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA PARCEL, RECORDED IN OFFICIAL RECORD BOOK 14566, PAGE 1779 AS MODIFIED BY OFFICIAL RECORD BOOK 25384, PAGE 1811 BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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MINTO WEST SKETCH AND DESCRIPTION



Prepared For: FARNER BARLEY AND ASSOCIATES

REVISIONS			
No.	Date	Description	Dwn.

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Surveying, Inc.

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Drawn: SWM	Date: 08/18/15	Data File:	422
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Job #:			

DWG NAME: W:\MINTO WEST\DESCRIPTIONS AND SKETCHES\FARNER BARLEY SIDSEMINOLR-IMPROVEMENT-PROJECT-SERVICE-BOUNDARY.DWG PLOTTED BY: STEVE MCMAHON ON: 8/20/2015 5:01 PM LAST

Legal Description:

CONTINUED FROM PREVIOUS PAGE

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°33'50", A DISTANCE OF 259.38 FEET TO THE POINT OF TANGENCY; THENCE S.01°08'17"W, A DISTANCE OF 493.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 399.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°20'22", A DISTANCE OF 295.01 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST AND A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°05'02", A DISTANCE OF 14.34 FEET TO THE POINT OF TANGENCY; THENCE S.00°44'57"W., A DISTANCE OF 72.23 FEET; THENCE N89°15'03"W, A DISTANCE OF 267.49 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE M-2 CANAL; THENCE S.00°29'31"W. ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 627.17 FEET TO THE **POINT OF BEGINNING**.

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 250.00 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),

CONTINUED ON FOLLOWING PAGE

MINTO WEST SKETCH AND DESCRIPTION



REVISIONS				Prepared For: FARNER BARLEY AND ASSOCIATES													
No.	Date	Description	Dwn.	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">GeoPoint</div> <div style="font-size: 1.2em; font-weight: normal; margin-bottom: 10px;">Surveying, Inc.</div> <div style="font-size: 0.8em; margin-bottom: 5px;">1403 E. 5th Avenue Phone: (813) 248-8888</div> <div style="font-size: 0.8em; margin-bottom: 5px;">Tampa, Florida 33605 Fax: (813) 248-2266</div> <div style="font-size: 0.8em; margin-bottom: 5px;">www.geopointsurvey.com Licensed Business Number LB 7768</div> <table border="1" style="width:100%; border-collapse: collapse; font-size: 0.7em;"> <tr> <td style="width: 25%;">Drawn: SWM</td> <td style="width: 25%;">Date: 08/18/15</td> <td style="width: 25%;">Data File:</td> <td style="width: 25%;"></td> </tr> <tr> <td>Check: GAR</td> <td>P.C.:</td> <td>Field Book:</td> <td style="text-align: center; font-weight: bold;">423</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">Job #:</td> </tr> </table>		Drawn: SWM	Date: 08/18/15	Data File:		Check: GAR	P.C.:	Field Book:	423				Job #:
Drawn: SWM	Date: 08/18/15	Data File:															
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DWG NAME: W:\MINTO WEST\DESCRIPTIONS AND SKETCHES\FARNER BARLEY SID\SEMINOLR-IMPROVEMENT-PROJECT-SERVICE-BOUNDARY.DWG PLOTTED BY: STEVE MCMAHON ON: 8/20/2015 5:01 PM LAST

Legal Description:

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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 CALLED OUT 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 BOULEVARD, 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 BOULEVARD, IN RESPECTIVE ORDER, THE FOLLOWING SIX (6) 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; 3) N.88°17'08"W., 556.56 FEET; 4) N.43°17'22"W., 113.13 FEET; 5) N.01°42'52"E., 663.00; 6) N.88°47'12"W., 10.00 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:

ELEMENTARY SCHOOL

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA PARCEL, RECORDED IN OFFICIAL RECORD BOOK 9169, PAGE 136 AND IN OFFICIAL RECORD BOOK 9232, PAGE 1206 BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A PALM BEACH COUNTY BRASS SURVEY DISK IN CONCRETE MARKING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE S.01°54'46"W. ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 388.12 FEET; THENCE DEPARTING FROM SAID EAST LINE S.88°40'55"W. A DISTANCE OF 100.16 FEET TO THE **POINT OF BEGINNING**; THENCE S.01°54'46"W. ALONG THE WESTERLY LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD E-11 AS RECORDED IN OFFICIAL RECORD BOOK 14742, PAGE 1196 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 1241.54 FEET; THENCE DEPARTING FROM SAID WESTERLY LINE N.89°55'02"W., A DISTANCE OF 2021.41 FEET; THENCE N.01°56'50"E., A DISTANCE OF 1192.09 FEET; THENCE N.88°40'55"E., A DISTANCE OF 2022.88 FEET TO THE **POINT OF BEGINNING**.

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MINTO WEST SKETCH AND DESCRIPTION



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No.	Date	Description	Dwn.	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">GeoPoint</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">Surveying, Inc.</div> <div style="font-size: 0.8em;"> 1403 E. 5th Avenue Tampa, Florida 33605 www.geopointsurvey.com </div> <div style="font-size: 0.8em; margin-top: 5px;"> Phone: (813) 248-8888 Fax: (813) 248-2266 Licensed Business Number LB 7768 </div>	
Sheet No. 04 of 08 Sheets				Drawn: SWM Date: 08/18/15 Data File:	424
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DWG NAME: W:\MINTO WEST\DESCRIPTIONS AND SKETCHES\FOR FARNER BARLEY SID\SEMINOLR-IMPROVEMENT-PROJECT-SERVICE-BOUNDARY.DWG PLOTTED BY: STEVE MCMAHON ON: 8/20/2015 5:01 PM LAST

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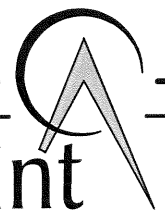
AND ALSO LESS AND EXCEPT FROM PARCEL 2:

SILVER LAKE ENTERPRISES, INC. PARCEL ,

THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 14034, PAGE 1119, OFFICIAL RECORD BOOK 14676, PAGE 953 AND OFFICIAL RECORD BOOK 15391, PAGE 754 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST AS SHOWN IN FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORD FORM NO. 0036120; THENCE N.02°13'06"E. ALONG THE WEST LINE OF SAID SECTION 8, SAID WEST LINE ALSO BEING THE WEST LINE OF THE 50.00 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD AS RECORDED IN OFFICIAL RECORD BOOK 14742, PAGE 1196 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 110.01 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 8, S.88°32'08"E., A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID 50.00 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD, WITH THE NORTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-2 AS RECORDED IN SAID OFFICIAL RECORD BOOK 14742, PAGE 1196, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUE S.88°32'08"E. ALONG SAID NORTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-2, A DISTANCE OF 4181.71 FEET; THENCE DEPARTING SAID NORTH LINE, N.02°13'06"E. ALONG A LINE 4231.35 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE SECTION 8, A DISTANCE OF 1242.28 FEET TO THE SOUTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-1 AS RECORDED IN SAID OFFICIAL RECORD BOOK 14742, PAGE 1196; THENCE DEPARTING SAID PARALLEL LINE, N.88°33'26"W. ALONG SAID SOUTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-1, A DISTANCE OF 4181.73 FEET TO SAID WEST LINE OF THE 50.00 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD; THENCE DEPARTING SAID SOUTH LINE, S.02°13'06"W. ALONG THE EAST LINE OF SAID 50.00 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD, SAID EAST LINE ALSO BEING 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 1240.71 FEET TO THE **POINT OF BEGINNING**.

MINTO WEST SKETCH AND DESCRIPTION



Prepared For: FARNER BARLEY AND ASSOCIATES

REVISIONS			
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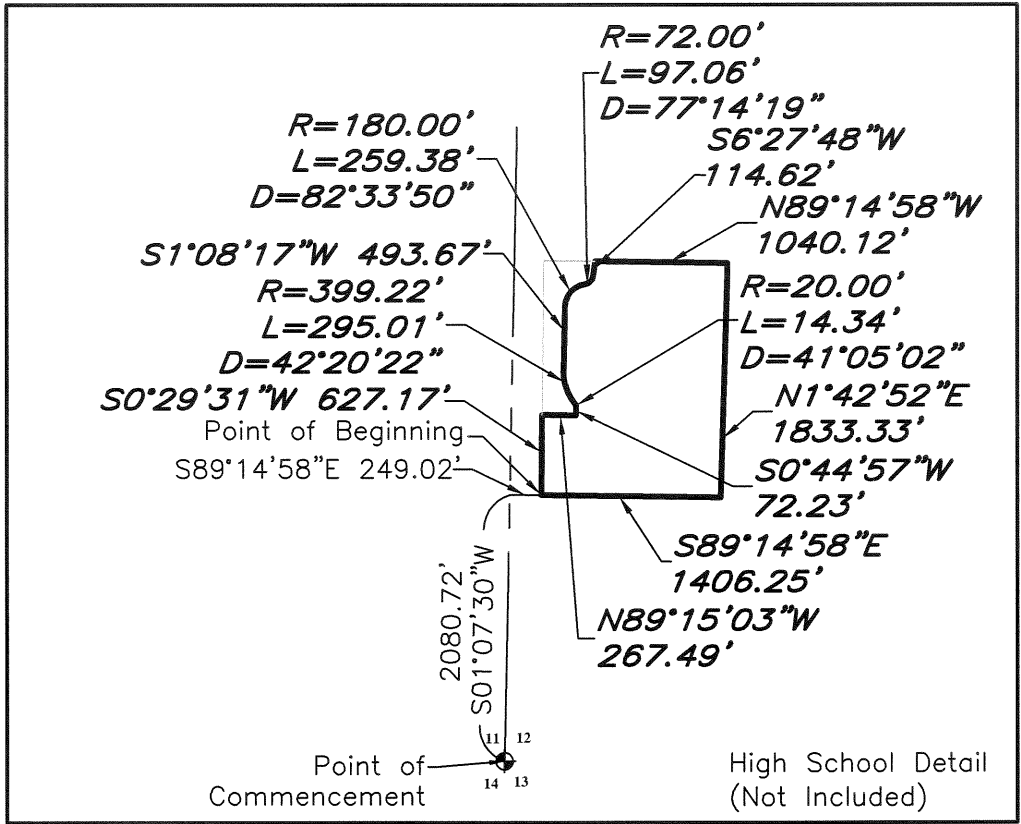
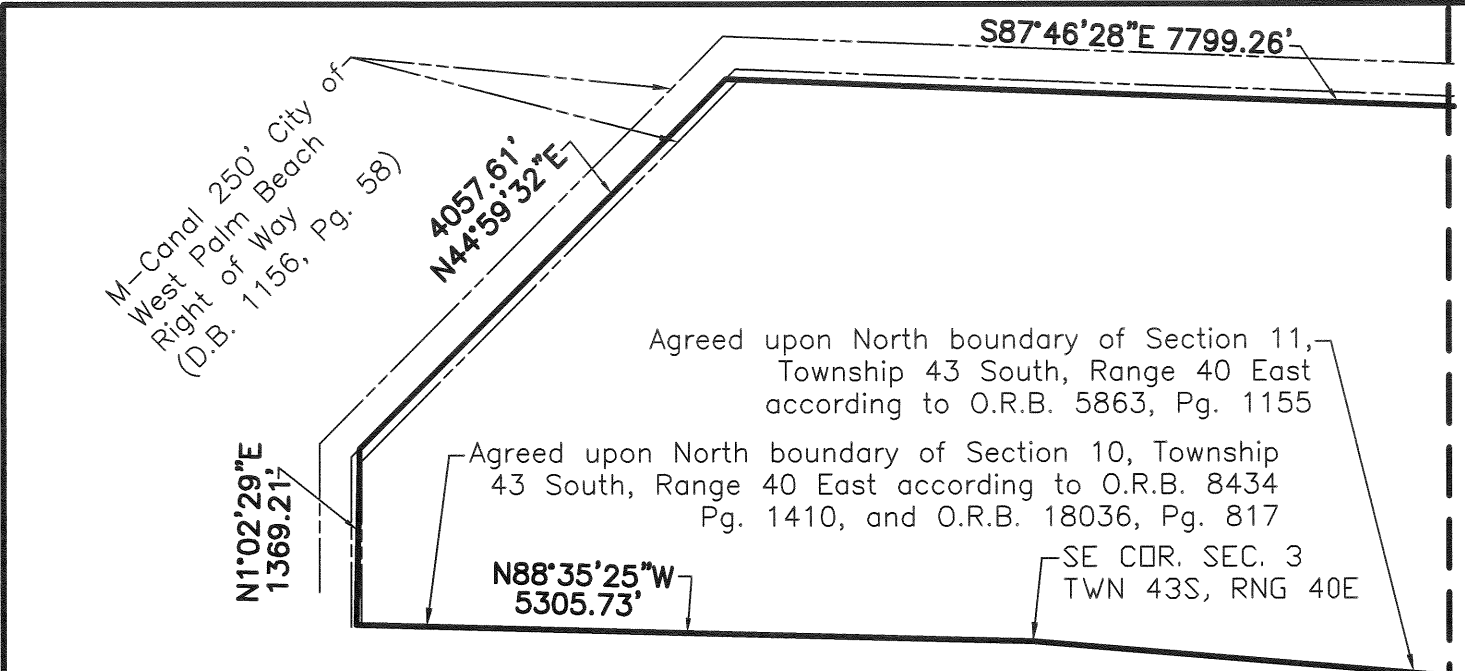
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Surveying, Inc.

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Tampa, Florida 33605 Fax: (813) 248-2266
www.geopointsurveying.com Licensed Business Number LB 7768

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LAST PLOTTED BY: STEVE MCMAHON ON: 8/20/2015 5:01 PM DWG NAME: W:\MINTO WEST\DESCRIPTIONS AND SKETCHES\FARNER BARLEY SID\SEMIMOLR-IMPROVEMENT-PROJECT-SERVICE-BOUNDARY.DWG



MATCH SHEET 2

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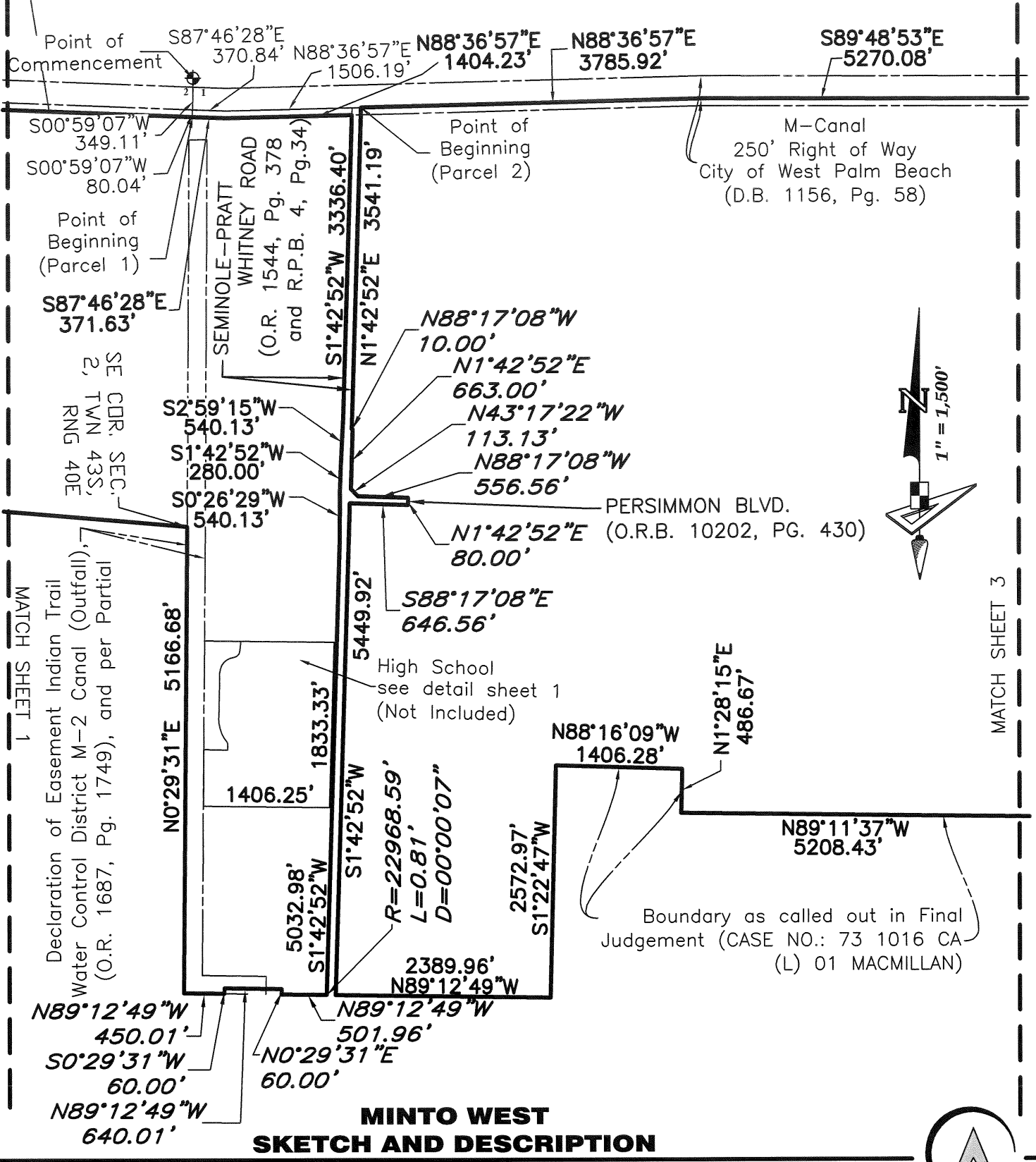
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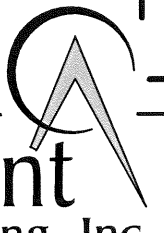
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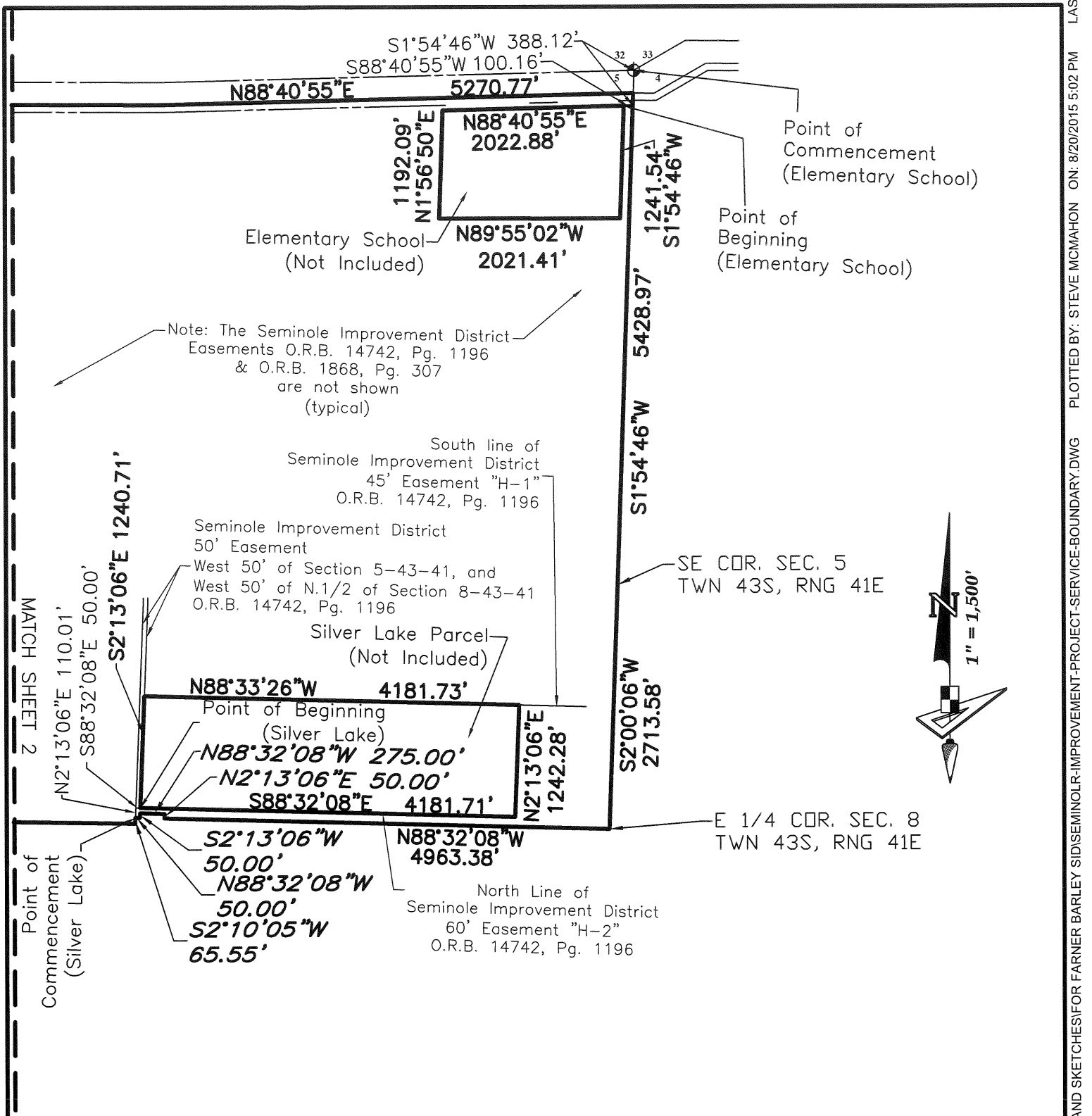


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Sheet No. 07 of 08 Sheets		427
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Check: GAR	P.C.:	Field Book:	428
			Job #:

Appendix G

(Proposed Unit of Development 3)

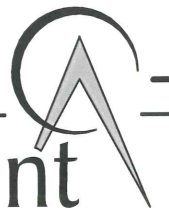
Legal Description:

SILVER LAKE ENTERPRISES, INC. PARCEL ,

THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 14034, PAGE 1119, OFFICIAL RECORD BOOK 14676, PAGE 953 AND OFFICIAL RECORD BOOK 15391, PAGE 754 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

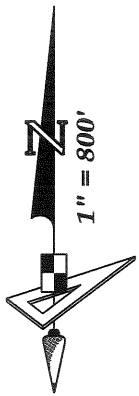
COMMENCE AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST AS SHOWN IN FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORD FORM NO. 0036120; THENCE N.02°13'06"E. ALONG THE WEST LINE OF SAID SECTION 8, SAID WEST LINE ALSO BEING THE WEST LINE OF THE 50.0 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD AS RECORDED IN OFFICIAL RECORD BOOK 14742, PAGE 1196 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 110.01 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 8, S.88°32'08"E., A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID 50.0 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD, WITH THE NORTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-2 AS RECORDED IN SAID OFFICIAL RECORD BOOK 14742, PAGE 1196, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUE S.88°32'08"E. ALONG SAID NORTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-2, A DISTANCE OF 4181.71 FEET; THENCE DEPARTING SAID NORTH LINE, N.02°13'06"E. ALONG A LINE 4231.35 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE SECTION 8, A DISTANCE OF 1242.28 FEET TO THE SOUTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-1 AS RECORDED IN SAID OFFICIAL RECORD BOOK 14742, PAGE 1196; THENCE DEPARTING SAID PARALLEL LINE, N.88°33'26"W. ALONG SAID SOUTH LINE OF THE SEMINOLE IMPROVEMENT DISTRICT ROAD H-1, A DISTANCE OF 4181.73 FEET TO SAID WEST LINE OF THE 50.0 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD; THENCE DEPARTING SAID SOUTH LINE, S.02°13'06"W. ALONG THE EAST LINE OF SAID 50 FOOT SEMINOLE IMPROVEMENT DISTRICT ROAD, SAID EAST LINE ALSO BEING 50.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 1240.71 FEET TO THE **POINT OF BEGINNING**.

MINTO WEST SKETCH AND DESCRIPTION



REVISIONS				Prepared For: FARNER BARLEY AND ASSOCIATES					
No.	Date	Description	Dwn.	<p>SURVEYOR'S CERTIFICATE</p> <p>This certifies that a survey of the hereon described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.</p> <p>Gary A. Rager FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828</p> <p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>		<p>GeoPoint Surveying, Inc.</p> <p>1403 E. 5th Avenue Tampa, Florida 33605 www.geopointsurvey.com</p> <p>Phone: (813) 248-8888 Fax: (813) 248-2266 Licensed Business Number LB 7768</p>			
						Drawn: SWM	Date: 08/18/15	Data File:	430
						Check: GAR	P.C.:	Field Book:	
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Sheet No. 01 of 02 Sheets									

DWG NAME: W:\MINTO WEST\DESCRIPTIONS AND SKETCHES\FARNER BARLEY SID\SEMIMOLR-IMPROVEMENT-PROJECT-SERVICE-BOUNDARY.DWG PLOTTED BY: STEVE MCMAHON ON: 8/20/2015 11:22 AM LAST



N2°13'06"E 110.01'
 S88°32'08"E 50.0'
 S2°13'06"E 1240.71'

South line of
 Seminole Improvement District
 45' Easement "H-1"
 O.R.B. 14742, Pg. 1196
 Seminole Improvement District
 50' Easement
 West 50' of Section 5-43-41, and
 West 50' of N.1/2 of Section 8-43-41
 O.R.B. 14742, Pg. 1196

Silver Lake Parcel
 (Not Included)

N88°33'26"W 4181.73'

Point of Beginning

S88°32'08"E 4181.71'

1242.28'
 N2°13'06"E

Point of
 Commencement
 West Quarter Corner of
 Section 8, Township
 43 S, Range 41 E

North Line of
 Seminole Improvement District
 60' Easement "H-2"
 O.R.B. 14742, Pg. 1196

**MINTO WEST
 SKETCH AND DESCRIPTION**

Prepared For: FARNER BARLEY AND ASSOCIATES

REVISIONS			
No.	Date	Description	Dwn.



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 Tampa, Florida 33605
 www.geopointsurvey.com
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 Licensed Business Number LB 7768

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Check: GAR	P.C.:	Field Book:
		431
Job #:		

Appendix H
(SID/PBC Water and Wastewater
Interlocal Agreement)



CFN 20060244860
OR BK 20252 PG 0184
RECORDED 04/26/2006 12:19:32
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0184 - 258; (75pgs)

R2006 0732

APR 18 2006

INTERLOCAL AGREEMENT BETWEEN

**PALM BEACH COUNTY
AND THE
SEMINOLE IMPROVEMENT DISTRICT**

**REGARDING SALE OF BULK WATER AND WASTEWATER SERVICE
AND ESTABLISHMENT OF WATER, WASTEWATER AND RECLAIMED
WATER SERVICE AREAS AND SETTLING CERTAIN DISPUTES AND
LAWSUITS BETWEEN THE PARTIES**

*This is not a
certified copy*

April 18, 2006

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**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE SEMINOLE IMPROVEMENT DISTRICT
REGARDING SALE OF BULK WATER AND WASTEWATER SERVICE AND
ESTABLISHMENT OF WATER, WASTEWATER AND RECLAIMED WATER SERVICE
AREAS AND SETTLING CERTAIN DISPUTES AND LAWSUITS BETWEEN THE PARTIES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the 18th day of April, 2006, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida whose address is 301 N. Olive Avenue, 12th Floor, West Palm Beach, Florida 33401 ("County"), and the **SEMINOLE IMPROVEMENT DISTRICT**, a Florida Special Taxing District whose address is 4001 Seminole Pratt-Whitney Road, Loxahatchee, Florida 33470 ("District").

RECITATIONS, GENERAL

1. Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the "Act") authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and
2. The County and District are entering into this Agreement pursuant to the Act and in follow-up to the multiple meetings between County and District representatives; and
3. County and District own and operate separate water, wastewater and reclaimed water facilities in Palm Beach County, Florida; and
4. By entering into this Agreement, the County and District have coordinated the efficient planning of water, wastewater and reclaimed water infrastructure in certain areas of unincorporated Palm Beach County and are complying with the intent of the Florida Legislature that public facilities be available concurrent with the impact of development; and
5. The District may need additional water and/or wastewater capacity to fully or partially supplement the District's utility facilities to provide service to its utility customers within the District Service Area and the County has available water and wastewater capacity and is willing to sell such capacity to the District; and
6. The County and District have determined on the basis of mutual advantage and in accordance with geographic, economic, population and other factors influencing the needs and development of certain areas of unincorporated areas of Palm Beach County, which of the entities may be in the better position to provide water, wastewater and reclaimed water service to certain areas of unincorporated Palm Beach County; and

7. The County and District are engaged in a series of disputes concerning the rights of each to provide utility services in certain areas of unincorporated Palm Beach County; and
8. The County and District dispute the existence and efficacy of the District Master Plan; and
9. The County and District desire to resolve all outstanding disputes relating to the provision of utility services including the dispute between the County and the District contained in the lawsuit styled *The Village of Royal Palm Beach, and Palm Beach County v. Village of Wellington, Seminole Improvement District, and Acme Improvement District*, Case No. 502004CA009615XXXMB (into which is Consolidated Case No. 502004CA010492XXXMB), and those other items addressed herein; and
10. Pursuant to Chapter 298, Laws of Florida, the District has the exclusive right to provide utility services within District's legislative boundaries; and
11. Capitalized terms not otherwise defined are defined in Section 3.

RECITATIONS, SPECIFICS

It is the intention of the parties hereto that this Agreement shall accomplish the following objectives:

- (a) Establish and recognize definitive water and wastewater utility service areas, as between the parties, with the County agreeing that the District shall be the exclusive provider of such services within the District Service Area and with the District retaining the right to serve all of its existing customers outside of its legislative boundaries for a period of time, while agreeing not to connect any new customers outside of the District Service Area from and after the Effective Date of this Agreement hereof;
- (b) The County will pay to the District consideration for a portion of the District's installed water pipeline capacity located outside the District Service Area and on the border of the District Service Area as the County will be acquiring both customers and planned District water and wastewater Service Area located outside the District Service Area that the District has contemplated providing service for, as shown in the District's Master Plan and in the vicinity of the subject lines and as such the District's use of the installed pipelines full or intended capacity may be impaired by the County's acquisition of such customers and service area;
- (c) The County will pay to the District consideration for purchasing select District installed, owned, leased and/or operated pipelines located outside of the District Service Area, outside of property owned by the District, and outside of easements held by the District, as identified in this Agreement;
- (d) The County will pay to the District consideration for the right to apply services to its existing and intended future customers located outside of the District Service Area

and in consideration for the District's agreeing to provide service, except as provided herein, only within the District Service Area in the future;

- (e) The County will agree to construct and make available to the District additional water and/or wastewater capacity for exclusive use by the District in order to service its present and/or future retail customers located within the District Service Area;
- (f) The County will establish bulk water and wastewater rates and long-term rate schedules based upon a mutually agreed cost of service study for all Capital Charges to reserve capacity for the exclusive use by the District and Commodity Charges associated with receiving Bulk Utility Service;
- (g) The District shall grant to the County the right of first refusal to acquire the District System and County shall grant to the District the right to "put" the District System to the County for purchase, according to a predetermined formula for calculation of said purchase price; and
- (h) The parties recognize the intention of the District to build a reclaimed water facility and to establish a mechanism by which reclaimed water service from that facility shall be made available to the District and to the County for use within their respective service areas; and
- (i) The District agrees that the County has the right to utilize an existing road right-of-way along Seminole Pratt-Whitney Road for construction, operation, maintenance, and replacement of potable water, wastewater, and reclaimed water pipelines; and
- (j) The County agrees to the District's right to utilize existing or future County road rights-of-ways for construction, operation, maintenance and replacement of District potable water, wastewater and reclaimed water pipelines under the County's normal right of way permitting processes for the granting of such permits, which shall not be unreasonably withheld.
- (k) To encourage the development and use of alternative water supplies; and
- (l) Resolve all outstanding utility disputes between the parties. In this regard, the District and the County acknowledge that the City of West Palm Beach and Palm Beach County have resolved their territorial disagreements, by virtue of the execution of that certain "Interlocal Agreement between Palm Beach County and the City of West Palm Beach regarding water and Wastewater Service Areas [County Resolutions R-2005-2445 and R-2005-2446]. Both parties agree and intend that they do not, by this Agreement, violate the subject West Palm Beach Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Incorporation.** The recitations contained above are true and correct and are incorporated herein by specific reference.

2. **Effective Date.** The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners (the "Effective Date").

3. **Definitions.**

- a. "Additional Reserve Capacity Payment Agreement" means the document that specifies the District's request and the County's ability to provide future additional water and/or wastewater capacity and the associated Capital Charge to be paid by the District to reserve said capacity.
- b. "Agreement" means this Interlocal Agreement Regarding the Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater, and Reclaimed Water Service Areas and Settling Certain Disputes and Lawsuits between the County and the District.
- c. "Average Annual Daily Flow" or "AADF" means the average annual daily flow of metered water and/or wastewater service received by the District during any three hundred sixty five (365) consecutive days divided by 365 days, exclusive of flows associated with emergency conditions, extraordinary events, data anomalies or other similar conditions.
- d. "Billing Period" means that period for which Bulk Service is provided by the County to the District which serves as the time period for determining the billing determinants for which the Commodity Charges are imposed by the County, which period will generally average thirty (30) days.
- e. "Bulk Utility Service" or "Bulk Service" means the provision of water, wastewater or reclaimed water service from one utility service provider to another utility service provider for resale or redistribution to other persons or entities and includes any provision of water, wastewater, or reclaimed water service not included under the definition of Retail Service provided herein. The terms "bulk" or "bulk service" mean the same thing and are interchangeable with the term "wholesale" or "wholesale service".
- f. "Bulk Service Customer" means any customer, including the District, which receives either potable water, wastewater treatment and/or reclaimed water service on a Bulk Service basis from the County.
- g. "Capacity Availability Date" means the date on which the District requests that bulk water and/or wastewater capacity be made available by the County for the District's exclusive use.
- h. "Capacity Default" means a failure of the County to provide Potable Water and/or Wastewater Reserved Capacity as requested in accordance Section 6 in an amount reflected in the Notice to Reserve Additional Potable Water and/or Wastewater Capacity issued by the District.
- i. "Commodity Charge" means the Bulk Service water service and/or wastewater rates established by this Agreement charged by the County to the District for metered potable water delivered to the District by the County at the Point(s) of

Delivery and for metered wastewater flow delivered to the County by the District at the Point(s) of Collection.

- j. "Capital Charges" means those one-time charges paid by the District to purchase Reserved Potable Water Capacity and/or Reserved Wastewater Capacity from the County.
- k. "District Master Plan" means the utility master plan adopted by the District, a copy of which is attached as Exhibit 13.
- l. "District Service Area" means the District's legislative boundaries as shown on Exhibits 1 and 2.
- m. "District System" means the water production, treatment, transmission, storage, and distribution system owned by the District to provide potable water Retail Service to the District customers and the wastewater collection, transmission, treatment and effluent disposal system, including any facilities designated as reclaimed water facilities, owned by the District to provide wastewater Retail Service to the District customers. The District System also includes all plant sites, easements, right-of-way, appurtenances, rolling stock and inventories, real property and all other assets required to provide utility service by the District to its customers.
- n. "Emergency" means the situation defined in Section 8.2 of this Agreement.
- o. "End User" means the ultimate retail consumer of water, wastewater, or reclaimed water service.
- p. "Existing District Customer" means those parcels, accounts, or entities currently served or capable of being served by such customer pursuant to the agreements as specifically identified on Exhibit 3 of this Agreement by the District System as of the Effective Date.
- q. "Existing Facilities" means those facilities respectively owned by either the County or the District which have been constructed or are under construction by the respective party as of the Effective Date.
- r. "External Facilities" means those District-owned Existing Facilities external to the District Service Area.
- s. "FDEP" means the Florida Department of Environmental Protection.
- t. "Fiscal Year" means the twelve consecutive months beginning October 1st and ending September 30th.
- u. "GPD" means gallons per day.
- v. "Impaired Asset" means a pipeline that the District previously constructed for the purpose of providing potable water service to future customers and as to which the District agrees to limit the use of such pipeline to service only existing users of the

District's services at the time of this Agreement to comply with the terms of this Agreement.

- w. "Interconnect Utility" refers to the Utility Service Provider interconnected with the District System in order to obtain emergency potable water, wastewater and/or reclaimed water service from such utility provider other than the County.
- x. "Interim Reserve Capacity" means the amount of potable water and/or wastewater capacity that is purchased from a Utility Service Provider other than the County, to meet the District Service Area needs of the District between the time when capacity is requested to be made available to the District from the County (as referenced in the Notice to Reserve Additional Potable Water and/or Wastewater Capacity issued by the District to the County) and when the County can make such requested capacity available.
- y. "Irrigation Quality Water" includes Reclaimed Water as well as other non-potable water sources used by the District for the purpose of irrigation.
- z. "MGD" means millions of gallons per day.
- aa. "MOR" means Monthly Operating Reports required to be filed with the FDEP, Palm Beach County Health Department or any other agency with jurisdiction for all water, wastewater, and reclaimed water facilities.
- bb. "Notice to Reserve Additional Potable Water and/or Wastewater Capacity" means the form that the District agrees to submit to the County to request additional potable water and/or wastewater capacity for the exclusive use of the District to meet the potable water and wastewater demands within the District Service Area.
- cc. "Phase Two Transfer Date" means the point in time when the Phase Two Purchased Assets are transferred to the County pursuant to Section 5.4.
- dd. "Point(s) of Collection" means the connection point(s) whereby the wastewater system of the County is connected to the wastewater system of the District and includes all appurtenances such as pipes, meters, and valves, etc. to receive and measure sanitary sewer deliveries from the District to the County.
- ee. "Point(s) of Delivery" means the connection(s) whereby the potable water system of the County interconnects with the potable water system of the District and includes all appurtenances such as metering, valves, etc. to receive and measure potable water deliveries from the County to the District.
- ff. "Potable Water Reserved Capacity" means the amount of water supply and treatment capacity owned by the County expressed on an average annual daily use basis in gallons per day allocable exclusively to the District from the County's Existing Facilities for its use in meeting the potable water demands of the District Service Area.
- gg. "Price Index" means half of the Gross Domestic Product Implicit Price Deflator as published by the United States Department of Labor, Bureau of Labor Statistics Data, Water and Sewerage Maintenance ("Gross Domestic Product Implicit Price

Deflator”) or three percent (3%), whichever is less, as measured on a Fiscal Year basis beginning in each case in the first year of actual consumption of County-produced potable water or wastewater.

- hh. “Purchased Asset” means pipelines or customers which the County agrees to purchase from the District and subsequently own pursuant to Section 5 of this Agreement.
- ii. “Reclaimed Water” means the water produced by treatment of domestic wastewater and/or water generated as a by-product of water treatment to yield a product suitable for reuse for irrigation or similar uses.
- jj. “Retail Service” means the provision of water or wastewater service by a Utility Service Provider directly to an End User and not for resale or redistribution to other persons or entities.
- kk. “Service Area” means a geographic region of land which a party is permitted to exclusively provide Retail Service.
- ll. “Term” means the period of time of this Agreement as described in Section 10 hereof.
- mm. “Transfer Trigger Date” means the date on which the Parties agree to initiate Phase 2 of this Agreement with respect to pipelines and customers. The date shall be the date on which the District’s Annual Average Daily Flow of its 540,000 GPD water treatment plant exceeds ninety-percent of its capacity as documented on the District’s FDEP Monthly Operating Reports or earlier at the District’s option.
- nn. “UPAP” means the Palm Beach County Water Utilities Department Uniform Procedures and Policy Manual.
- oo. “Utility” means a potable water production, treatment, storage and distribution system, and/or a sanitary wastewater collection, treatment and disposal system and/or a reclaimed water production and distribution system.
- pp. “Utility Service Provider” means an entity which provides water, wastewater, or reclaimed water service to another party through a network of pipes, whether such service is retail, bulk, wholesale, or otherwise. For purposes of this Agreement, Utility Service Provider includes all public and private utilities within Palm Beach County.
- qq. “Wastewater Reserved Capacity” means the amount of wastewater treatment and disposal capacity owned by the County expressed on an Average Annual Daily Flow basis in gallons per day from the County’ allocable exclusively to the District for its use in meeting the sanitary sewer demands of the District Service Area.
- rr. “Wheeling” means the transmission by the District of water, wastewater, or reclaimed water service delivered by a third party to the District, by the delivery of such water, wastewater, or reclaimed water service to an area outside the District Service Area. “Wheeling” also means the resale or provision of water or wastewater service by a third party which acquired said water or wastewater

service from the District to areas where the District is prohibited from providing such services under this Agreement.

4. **Service Area Boundaries**

4.1 After the Effective Date of this Agreement, the District shall not provide Water or Wastewater Service outside the District Service Area except as specified in this Agreement. The District Service Area shall be the District Service Area as shown in Exhibit 1. The legal description of the District Service Area is attached as Exhibit 2 and shall prevail in any conflict between the map (Exhibit 1) and the written description of the District Service Area in Exhibit 2. Any change to the legislative boundaries of the District following the Effective Date of this Agreement shall not change the District Service Area as set forth in Exhibits 1 and 2 for the purposes of this Agreement.

4.2 After the Effective Date of this Agreement, the District shall not provide Bulk or Retail Potable Water and/or Wastewater Service outside the District Service Area except for those agreements existing on the Effective Date and identified on Exhibit 3. The County shall not provide either Bulk or Retail Potable Water, Wastewater, or Reclaimed Service within the District Service Area, except as set forth in this Agreement. For purposes of this Agreement, the provision of Bulk Potable Water, Wastewater, or Reclaimed Water Service occurs at the Point(s) where potable water, wastewater, or reclaimed water service supplied by either the County or the District is used for re-sale or re-distribution to other persons or entities. For purposes of this Agreement, an emergency interconnect that meets the requirements of Section 8 below does not constitute Bulk Potable Water, Wastewater, or Reclaimed Water Service.

4.3 Upon notice by the County that the District or a third party that receives water and/or wastewater from the District is Wheeling, re-selling or re-distributing potable water, domestic wastewater, or reclaimed water utility service outside of the District Service Area, the District shall, to the extent practicable, reduce the quantity of water or volume of sewage treatment capacity sold or distributed to said third party by the quantity of water or volume of sewage treatment capacity the third party is re-selling or re-distributing outside the District Service Area. If the District contests the County's notice, the parties shall attend voluntary non-binding mediation. If the parties are unable to resolve the dispute by mediation, the County may pursue declaratory and/or injunctive relief in the Fifteenth Judicial Circuit. If injunctive relief is sought, the County shall not be required to post a bond and the parties agree that violation of the anti-Wheeling provisions of this Agreement constitute irreparable harm. Further, in this regard, the District and County hereby agree to join forces to enforce this provision, including judicially, if necessary.

4.4 The County agrees it will not unreasonably prohibit the District from utilizing County owned Rights of Ways and easements for the District's provision of utilities as provided for within this Agreement. The District agrees that such uses may be subject to permitting requirements of other agencies and County departments, including the Palm Beach County Engineering Department.

5. **Purchase/Sale and Impairment of Assets**. The County shall compensate the District for Impaired Assets and Purchased Assets, as appropriate, subject to the terms and conditions of this Agreement. This Agreement restricts the ability of the District to provide utility services outside of the District Service Area. The County recognizes that the District has made substantial commitments to construct facilities outside of its District Service Area to provide

service to several tracts of land. A description of these tracts is attached hereto and incorporated herein as Exhibit 3. The District cannot discontinue service to said tracts until such time as County facilities are available to serve those existing customers, and the District cannot release the flows associated with those customers until sufficient flow from other, new customers within the District is available to allow efficient operation of the District's Existing Facilities. Thus, the parties have agreed upon a two-phase process involving the sale of the External Facilities and the service rights to the associated customers now receiving utility services from such facilities, as follows:

A. Phase One. The first phase, as of the Effective Date of this Agreement specifically includes that portion of the District's Impaired Assets which could be used to provide service to new customers outside of the District Service Area and the County purchase of potential customers expected to be served by the District System that are located outside the District Service Area. The County shall compensate the District a total of \$1,700,000 for the Phase One Impaired Assets and shall deliver other consideration within 30 days after the Effective Date of this Agreement, as detailed hereinbelow and in Exhibit 5.

5.1 Phase One Impaired Assets: The Phase One Impaired Assets shall include the following water main segments as depicted in Exhibit 4 and listed in sections 5.1.1. through 5.1.10 below. All District Existing Facilities as of the Effective Date that can be used to directly provide service outside the District Service Area shall be considered "impaired," meaning that the District will not allow those facilities, from and after the Effective Date, to be utilized to provide service outside of the District Service Area, except by agreement between such outside users and the County. The District will continue to consider the Impaired Assets as Existing Facilities and the County will not have the right to use the Impaired Assets to provide Retail Service outside of the District Service Area.

5.1.1 The 12-inch diameter water main located within the District's boundary along 140th Avenue North extending south from the northeast corner of the District's boundary 1.7 miles to the southeast corner of the District boundary. The District agrees to limit new connections to this water main to customers located within the District and will not connect new customers east of this pipeline. The County agrees to compensate the District \$254,000 to impair this pipeline fifty-percent (50%).

5.1.2 The 12-inch diameter water main located along 140th Avenue North extending 0.45 miles south to Sunsport Gardens. This District agrees to limit use of this water main to Sunsport Gardens and will not connect new customers along this pipeline. The County agrees to compensate the District \$123,250 to impair this pipeline eighty-five percent (85%).

5.1.3 The 12-inch diameter water main located along the District's M-2 Canal Right-of-Way extending 2.2 miles south from the District's southern boundary to the Okeechobee Boulevard. The District agrees to limit use of this water main to Lion Country Safari, Loxahatchee Groves Elementary School and for emergency interconnection purposes. The County agrees to compensate the District \$490,450 to impair this pipeline eighty-five percent (85%).

5.1.4 The 12-inch diameter water main located within the District's boundary along the M-2 Canal extending 0.40 miles south from Orange Grove Boulevard to the District's southern boundary. The District agrees to limit use of this water main to customers located within the District Service Area and will not connect new customers south or west of this

pipeline. The County agrees to compensate the District \$68,500 to impair this pipeline fifty-percent (50%).

5.1.5. The 8-inch diameter water main located within the District Service Area along 60th Street extending 1.3 miles west to 180th Avenue North. The District agrees to limit new connections to this water main to customers located within the District and will not connect new customers north of this pipeline. The County agrees to compensate the District \$121,000 to impair this pipeline fifty-percent (50%).

5.1.6. The 6-inch diameter water main located along 180th Avenue North extending 0.80 miles north to the Frontier Elementary School and the Osceola Lakes Middle School. The District agrees to limit use of this water main to Frontier Elementary School and the Osceola Lakes Middle School and will not connect new customers along this pipeline. The County agrees to compensate the District \$112,200 to impair this pipeline eighty-five percent (85%).

5.1.7 The 12-inch diameter water main located along Okeechobee Boulevard extending 0.80 miles east to the Loxahatchee Groves Elementary School. The District agrees to limit use of this water main to the Loxahatchee Groves Elementary School and will not connect additional customers. The County agrees to compensate the District \$268,770 to impair this pipeline eighty-five percent (85%).

5.1.8 The 12-inch diameter water main located within the Lion Country Safari Property extending 0.45 miles west from the District's M-2 Canal. The District agrees to limit use of this water main to Lion Country Safari and will not connect new customers along this pipeline. The County agrees to compensate the District \$196,350 to impair this pipeline eighty-five percent (85%).

5.1.9 The 4-inch diameter water main intersecting Okeechobee Boulevard extending 0.2 miles south to the Loxahatchee Groves Elementary School. The District agrees to limit use of this water main to Loxahatchee Groves Elementary School and will not connect new customers along this pipeline. The County agrees to compensate the District \$42,500 to impair this pipeline eighty-five percent (85%).

5.1.10 The 4-inch diameter water main intersecting 140th Avenue North extending 0.2 miles west to the Sunsport Gardens. The District agrees to limit use of this water main to Sunsport Gardens and will not connect new customers along this pipeline. The County agrees to compensate the District \$21,500 to impair this pipeline eighty-five percent (85%).

5.1.11 The District shall be solely responsible for maintaining proper water quality to those potable water customers along impaired pipelines until the Transfer Date.

5.2 Phase One Other Considerations: The Purchased Assets shall include the following customer and right-of-way usage rights:

5.2.1 A listing of existing customers is attached hereto and incorporated herein as Exhibit 4. All existing customers located outside the District Service Area shall continue to be served by the District until the Transfer Date is attained.

5.2.2 A payment of \$2,500,000 is being made by the County in settlement of all disputes between the District and the County related to any and all claims related to the District

Master Plan discussed in Section 13.4 below and shall be paid by the County to the District within 30 days after the Effective Date of this Agreement.

5.2.3 District agrees to recognize the County's right to utilize the property conveyed to the County from the City National Bank of Miami Beach, as Trustee, in the Right of Way Deed dated July 6, 1967, accepted by the Palm Beach County Board of County Commissioners on February 20, 1968, and recorded in the Public Records for Palm Beach County at Official Records Book 1640, Pages 1626-27, for any and all pipelines and related appurtenances for potable water, wastewater, and reclaimed water. By entering into this Agreement, District hereby for itself and its successors, assigns, predecessor, affiliated entities, directors, officers, employees, principals, agents and servants, releases, acquits, and forever discharges any and all claims it may have to challenge the rights of the County to utilize this property for pipelines and related appurtenances for potable water, wastewater, and reclaimed water. This section shall not be construed, in any proceeding or venue whatsoever to constitute a waiver of any right the County has to claim that the Right of Way Deed referenced above conveyed the right to lay public utilities within the conveyed property.

B. Phase Two. The second phase shall occur within sixty (60) days after the Transfer Trigger Date.

5.3 Phase Two Impaired Assets: The District shall not receive additional compensation for assets impaired during Phase One located inside the District Service Area or rights-of-way. Select Phase One impaired assets shall be purchased by the County as described in Section 5.4 and its sub-sections. All other impaired assets shall remain impaired by the District at the Phase One percentages for the duration of this Agreement.

5.4 Phase Two Purchased Impaired Assets: The Purchased Assets shall include the following water main segments as depicted in Exhibit 4 and listed below in Sections 5.4.1 through 5.4.6. In addition, the Purchased Assets shall include the additional consideration listed in Sections 5.4.7 through 5.5 below. Prior to the time of conveyance of such Purchased Assets, the County shall compensate the District for such conveyance of the Purchased Assets listed below (i) \$134,880 for the Purchased Assets listed in Sections 5.4.1 through 5.4.6 below and (ii) an amount to be subsequently determined for the Purchased Assets listed in Sections 5.4.7 through 5.5 below calculated in accordance with Section 12.4.1(a)-(c) inclusive hereof. The amount to be subsequently determined is contingent upon budgeting by the County.

5.4.1 The 12-inch diameter water main located along 140th Avenue North extending 0.45 miles south to Sunspart Gardens. The District agrees to fully discontinue use of this water main. The District shall physically disconnect this segment of the water main from its distribution system such that it is no longer connected with the existing 12-inch diameter water main located within the District Service Area. The County agrees to compensate the District an additional \$21,750 to fully impair and purchase this pipeline.

5.4.2 The 12-inch diameter water main located within the Lion Country Safari Property extending 0.45 miles west from the District's M-2 Canal. The District agrees to fully discontinue use of this water main. The District shall physically disconnect this segment of the water main from its distribution system such that it is no longer connected with the existing 12-inch diameter water main located along the District's M-2 Canal. The County agrees to compensate the District an additional \$34,650 to fully impair and purchase this pipeline.

5.4.3. The 6-inch diameter water main located along 180th Avenue North extending 0.80 miles north to the Osceola Lakes Middle School. The District agrees to fully discontinue use of this water main. The District shall physically disconnect this segment of the water main from its distribution system such that it is no longer connected with the existing 8-inch diameter water main located along 60th Street. The County agrees to compensate the District an additional \$19,800 to fully impair and purchase District's rights to this pipeline.

5.4.4 The 12-inch diameter water main located along Okeechobee Boulevard extending 0.80 miles east to the Loxahatchee Groves Elementary School. The District agrees to fully discontinue use of this water main. The District shall physically disconnect this segment of the water main from its distribution system such that it is no longer connected with the existing 12-inch diameter water main located along the District's M-2 Canal. The County agrees to compensate the District an additional \$47,430 to fully impair and purchase this pipe.

5.4.5 The 4-inch diameter water main intersecting Okeechobee Boulevard extending 0.20 miles south to the Loxahatchee Groves Elementary School. The District agrees to fully discontinue use of this water main. The District shall physically disconnect this segment of the water main from its distribution system. The County agrees to compensate the District an additional \$3,750 to fully impair and purchase this pipe.

5.4.6. The 4-inch diameter water main intersecting 140th Avenue North extending 0.20 miles west to the Sunsport Gardens. The District agrees to fully discontinue use of this water main. The District shall physically disconnect this segment of the water main from its distribution system. The County agrees to compensate the District an additional \$7,500 to fully impair and purchase this pipe.

5.4.7 All easements, licenses and rights-of-way and consents owned by the District for the construction, operation and maintenance of the Purchased Assets. The District warrants that it has the authority to transfer said easements, licenses, rights-of-way or consents to the County without the consents of the underlying property owners, or that it has obtained such consents prior to the Effective Date of this Agreement.

5.4.8 All water distribution and transference facilities of every kind and description whatsoever, including but not limited to pipes or facilities, valves, meters, service connections and all other physical facilities and property installations physically connected to and used in connection with the Purchased Assets, which the District owns and which lie outside the District Service Area. The District Service Area is shown on Exhibit 1, and the legal description of which is attached hereto and incorporated herein on Exhibit 2. Any change of the boundaries of the District following the Effective Date of this Agreement shall have no effect on the ownership of the facilities described in this Section.

5.4.9 All certificates, immunities, privileges, permits, licenses, license rights, easements, consents, leaseholds, rights-of-way and all rights to construct, maintain and operate the Purchased Assets.

5.4.10 All prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information pertaining to the Purchased Assets.

5.4.11 One (1) set of record drawings, including as-built drawings where available, showing all facilities of the Purchased Assets. Such drawings shall also include any original tracings, sepias or other reproducible material in possession of the District.

5.5 Phase Two Purchased Customers. The County and District acknowledge that the District has certain customer service agreements that require the consent of the customer for assignment. The parties shall be responsible for securing consent letters from such customers prior to the Phase Two Transfer Date. At the Phase Two Transfer Date, the County shall become the service provider to all assigned existing and new customers located outside the District Service Area. District agrees to transfer all billing records of these customers upon request by the County, and to otherwise fully cooperate with the transfer of said customers to the County. The District shall remain the utility service provider to all customers located within the District Service Area.

5.6 Upon the Effective Date, the District shall deliver to County a Bill of Sale with respect to the Purchased Assets, in Trust, in a form acceptable to the County. The District shall also deliver to the County on the Effective Date, in Trust, assignments of all permits, easements and warranties used or held by the District with respect to the Purchased Assets, all in a form acceptable to the County. The subject instruments of conveyance as referenced in this Section 5 shall be held by the Clerk of the Court of Palm Beach County, in escrow, pending the Phase Two Transfer Date. On the occurrence of those events, the parties shall jointly advise the said Clerk of the Court in writing that escrow is to be broken, and the instruments of conveyance shall be delivered to the County Attorney for recordation and distribution to the appropriate County offices.

5.7 Plan Review/Inspections and Monitoring. Prior to the modification of any District plants or facilities, any improvements to or expansion of said plants or facilities, or improvements to expansion of the water distribution and wastewater collection systems, the District shall provide the design construction documents, including, but not limited to, plans and specifications to the County for review and approval. The County shall review the design and construction documents for consistency with the County's standards as set forth in the UPAP, as such may be amended from time to time, excepting those standards exempted by mutual consent of the Director of the County's Water Utility Department and the District. During the construction or expansion of or improvement to the facilities, or the water distribution and wastewater collection systems, the County, its agents and employees, shall have the right to inspect the construction, improvements, or expansion for compliance with the approved plans and specifications. The District shall provide reasonable prior written notice to the County of all construction to permit the County to inspect the construction.

6. Reservation of Water/Wastewater Reserved Capacity

6.1 The County recognizes the District's rights as granted by the State Legislature to construct, expand, or modify the water and wastewater facilities as needed to provide Retail Service within the District Service Area and to be the exclusive provider of such services within the District Service Area. By executing this Agreement, the District agrees that any additional water and wastewater capacity required to meet the needs of the District within the District Service Area above that served by existing District capacity in service at the Effective Date or as may be constructed by the District in the future shall be provided exclusively by the District or the County, except for emergency conditions identified in Section 8 and to the extent that the County cannot provide service pursuant to Section 6. Nothing in this Agreement prohibits the District from expanding its own water and wastewater facilities and services to satisfy the capacity requirements as determined by the District within the District Service Area. This Agreement does not require the District to purchase any Potable Water or Wastewater Reserved Capacity or any specific quantity of water or wastewater Bulk Service from the County.

6.2. The County and the District recognize this Agreement defines service area territories of both entities and settles issues under litigation. The District does not have an immediate need for water and/or wastewater Bulk Services. This Agreement is intended to establish the process by which the District shall receive Bulk Service exclusively from the County if the District decides to purchase Bulk Service from the County during the Term of this Agreement. This Agreement also limits the District to purchasing Bulk Service exclusively from the County during the Term of this Agreement.

6.3. The District will receive an allocation from the County of the Potable Water and and/or Wastewater Capacity for its exclusive use upon the payment of the respective Capital Charges, either in full or under an installment basis that results in the District's having a liability for the payment of such capacity (defined herein as the "Reserved Capacity"). The District shall have the exclusive right to the use of the Reserved Capacity that will be available at all times during the Term of this Agreement. The County will own and operate all facilities associated with the Reserved Capacity and such facilities will continue to be an asset of the County System. The District will have an entitlement to the Reserved Capacity but will not be responsible for the operation, maintenance or replacement of such facilities owned by the County and necessary to meet the Reserved Capacity commitments by the County to the District.

6.4. The County agrees during the Term of this Agreement that it shall make available, upon the District's payment therefor, for the potential reservation by the District of up to 5.0 MGD of Bulk Potable Water Service expressed on an AADF basis. The County agrees during the Term of this Agreement that it shall make available, upon the District's payment therefor, for the potential reservation by the District of up to 4.0 MGD of Bulk Wastewater Service expressed on an AADF basis. The availability of such capacity by the County shall not constitute a liability to the District to reserve such capacity and the reservation of any potable water or wastewater service capacity will be at the sole discretion of the District, as provided by this Agreement with respect to the capacity reservation process.

6.5 At such time as the District determines to purchase Potable Water Reserved Capacity from the County, the District shall submit to the County a Notice to Reserve Additional Potable Water Capacity requesting the purchase of an increment of Reserved Capacity. The Notice to Reserve Additional Potable Water Capacity shall include the following information: the increment of capacity required for reservation, the date on the notice requesting additional Potable Water Reserved Capacity, the Capacity Availability Date and the total acquisition cost of such Reserved Capacity based on the Water System Capital Charges calculated in accordance with Section 6.15 that are in effect at the time the Notice to Reserve Additional Potable Water Capacity is submitted. The District will have the sole responsibility for the determination of the Capacity Availability Date for the additional Potable Water Reserved Capacity to be included in the said notice, except as provided in Section 6.7 of this Agreement.

6.6 At such time as the District determines to purchase Wastewater Reserved Capacity from the County, the District shall submit to the County a Notice to Reserve Additional Wastewater Capacity requesting the purchase of such increment of Reserved Capacity. The Notice to Reserve Additional Wastewater Capacity shall include the following information: the increment of capacity required for reservation, the date on the notice requesting additional Wastewater Reserved Capacity, the Capacity Availability Date and the total acquisition cost of such Reserved Capacity based on the Wastewater System Capital Charges calculated in accordance with Section 6.15 that are in effect at the time the Notice to Reserve Additional

Potable Wastewater Capacity is submitted. The District will have the sole responsibility for the determination of the Capacity Availability Date for the additional Wastewater Reserved Capacity to be included in the said notice, except as provided in Section 6.7 of this Agreement.

6.7 In no case shall the Capacity Availability Date for any additional Potable Water Reserved Capacity or Wastewater Reserved Capacity being requested by the District be less than 90 days after the date of said notice. Within 30 days after receipt of said notice from the District, the County shall inform the District in writing whether the additional Potable Water Reserved Capacity and the additional Wastewater Reserved Capacity as requested by the District will be available as of the Capacity Availability Date. If such potable water capacity or wastewater capacity is determined by the County to be available for the exclusive use by the District, the District shall enter into an Additional Reserved Capacity Payment Agreement, a copy of which is attached hereto and incorporated herein as Exhibit 13, to pay for such additional Reserved Capacity. The Additional Reserved Capacity Payment Agreement shall identify the cost of the potable water capacity or wastewater capacity addition and shall establish the liability to the District for payment of such Reserved Capacity to be secured by the District in accordance with the terms of this Agreement. The Additional Reserved Capacity Payment Agreement will identify the total amount of Potable Water and/or Wastewater Reserved Capacity being purchased by the District, the total cost of such said capacity, and the payment terms for the purchase of said capacity. Payment for any reservation of capacity shall be made as follows: Fifty percent (50%) to be due within thirty (30) days after the County's notification to District that the capacity will be available at the Capacity Availability Date, and fifty percent (50%) to be due within thirty (30) days after the Capacity Availability Date.

6.8. The District agrees to purchase any requested additional potable water Reserved Capacity and Wastewater Capacity from the County in capacity increments. With respect to the purchase of additional Potable Water Reserved Capacity, the District shall purchase such capacity in increments of not less than 100,000 GPD expressed on an AADF basis. With respect to the purchase of additional Wastewater Reserved Capacity, the District shall purchase such capacity in increments of not less than 50,000 GPD expressed on an AADF basis.

6.9 If the County cannot provide the additional Potable Water and/or Wastewater Reserved Capacity by the Capacity Availability Date as referenced in the Notice to Reserve Additional Potable Water and/or Wastewater Capacity, then such inability to provide one hundred percent (100%) of such total specifically requested additional capacity will be considered as a Capacity Default by the County. If the County cannot obligate potable water and/or wastewater capacity to meet the full request for additional Reserved Capacity which results in a Capacity Default position, the County shall notify the District within 30 days after receipt of notice from the District under Section 6.7 of its intent to provide additional Potable Water and/or Wastewater Reserved Capacity in the future, the date that such additional Reserved Capacity will be made available, and automatically agrees to allow the District to either construct its own capacity to meet the additional needs or to allow the District to secure interim capacity from another provider until such capacity is made available by the County. Once the County has the additional capacity available to meet the additional Reserved Capacity requested by the District, the District shall purchase such capacity from the County in accordance with the terms of this Agreement if it has not constructed its own capacity to meet the needs as identified in the Notice to Reserve Additional Potable Water and/or Wastewater Capacity. If the District purchases the additional Reserved Capacity from the County, the respective Capacity Charge that will be applied to such incremental capacity originally requested by the District when the County was in a Capacity Default situation shall be the charge in effect during such Fiscal Year that the request was made by the District pursuant to

the Notice to Reserve Additional Potable Water and/or Wastewater Capacity and not when the such capacity is made available by the County to the District. If the County has caused a Capacity Default and the District constructs its own Potable Water and/or Wastewater Facilities to cure such default, the County shall pay damages for such default equal to the difference between the total cost to design, construct and place into service such facilities less the amount of Capital Charges that would be due the County if such capacity was provided by the County.

6.10. To the extent that the requested additional Reserved Capacity is not made available by the County by the Capacity Availability Date as referenced in the Notice to Reserve Additional Potable Water and/or Wastewater Capacity, the District may construct additional potable water and/or wastewater capacity within the service area of the District for its own use. The District will notify the County of its intent to construct facilities within 180 days of the County's notice of its inability to provide the requested Reserved Capacity to the District. If the District has notified the County of its intent to construct the additional capacity, the County cannot require the District to purchase such additional Reserved Capacity at the time such capacity then becomes available. The District may construct a capacity addition greater than the amount of capacity that was requested by the District which was considered unavailable by the County at the Capacity Availability Date.

6.11. To the extent that the District is required to purchase the requested Reserved Capacity at a date subsequent to the Capacity Availability Date which will require the purchase of Interim Reserved Capacity from another utility, then the County will pay the District an amount sufficient to enable the District to recover any capital investment paid by the District in order to purchase such Interim Reserved Capacity, including but not limited to: (a) that respective utility's capital facility or capacity charges, and (b) the difference in the monthly cost of the actual commodity purchase from such utility based on the rates being charged to the District by the then Utility Service Provider and the commodity rates that would have been in effect for the County if the County was providing the service in accordance with and for the Term of this Agreement (only if it results in an increase in the cost of commodity service and referred to in this Agreement as the "Additional Charges"). Such payments will be made by the County within 30 days after notification of the additional costs as provided by the District. The District agrees to provide the necessary documentation and calculations to affirm the additional costs being incurred by the District associated with the purchase of Interim Reserved Capacity from the supplying utility. Once the County notifies the District that the additional Reserved Capacity is available, the District will have up to 45 days to discontinue service with the then current supplying utility for such Interim Reserved Capacity. The County will be responsible for the payment of all Additional Charges until the District begins receiving the additional Reserved Capacity as initially requested from the County, but not later than 45 days after notification by the County of the availability of the additional Reserved Capacity. Accordingly, the District must discontinue service from the other Utility Service Provider within 45 days and begin to receive service associated with the additional Reserved Capacity from the County.

6.12. Once the District has purchased additional potable water and/or wastewater Reserved Capacity from the County, the County will no longer have the right to use that amount of potable water and/or wastewater capacity for providing service to any other County Retail Service or Bulk Service customers.

6.13. The County will make available upon reasonable request of the District the Monthly Operating Reports which are submitted to the FDEP, the Palm Beach County Health Department and all other agencies with jurisdiction which will quantify the AADF or capacity use for each individual water plant or wastewater plant that comprises a portion of the County

Existing Facilities that does or will provide additional capacity to the District. To the extent that the County requires the use of any portion of the District's unused but available Reserved Capacity to meet the County's other potable water or wastewater requirements in the County's Service Area, the County shall compensate the District for the use of such capacity. The compensation shall be made within 30 days after District notification in accordance with the following formula:

	Calculation	Example
Total District Reserved Capacity Used	----- MGD	0.150 MGD
Assumed Average Cost of Reserved Capacity Purchased	\$.-- per gallon	\$3.00 per gallon
Total Average Cost of Reserved Capacity	\$-,---,---.--	\$450,000
Monthly Discount Rate (annual rate of 6%)	0.50%	0.50%
Amortization (recovery) Period (years)	30 years	30 years
Calculation Factor (*)	.005996	.005996
Monthly Credit Due District	\$--,---.--	\$2,698.20
(*) Represents amortization factor applied to payment due that will provide the monthly payment due with interest.		

6.14 In no event will the County use the Reserved Capacity of the District to meet other County potable water and/or wastewater Retail Service and Bulk Service area requirements, if doing so would compromise the operational or service area needs of the District. To the extent that the County uses the Reserved Capacity of the District in a manner that does compromise the ability of the District to provide service to its customers, the County shall have caused a Capacity Default and shall pay damages as provided in Section 6.9. Additionally, the County will refund to the District the unamortized cost of the previously paid Reserved Capacity Charges for such Reserved Capacity considered as a Capacity Default based on the remaining Term of the Agreement. For example, assuming a \$3,000,000 payment of capacity for the Reserved Capacity no longer being available and a remaining Term of the Agreement of 15 years, the County would be responsible to repay the District \$1,500,000 in unused Capacity Charges.

6.15 The District shall pay a Water System Capital Charge to the County for all Potable Water Reserved Capacity contracted by the District as set forth in Exhibit 5. The District shall pay a Wastewater System Capital Charge to the County for all wastewater Reserved Capacity contracted by the District as set forth in Exhibit 6. The initial Water System and Wastewater System Capital Charges on Exhibits 5 and 6 are based on a study prepared by the County. The Water System and Wastewater System Capital Charges shall be effective and remained unchanged until September 30, 2011. The Water System and Wastewater System Capital Charge shall be increased annually starting on October 1, 2011 and annually for each Fiscal Year after October 1, 2011 (only one adjustment per each twelve consecutive month period) by one half of the Gross Domestic Product Implicit Price Deflator as published by the United States Department of Labor, Bureau of Labor Statistics Data, Water and Sewerage Maintenance ("Gross Domestic Product Implicit Price Deflator") or three percent (3%), whichever is less. In determination of the annual factor associated with the Gross Domestic Price Deflator, the factor will represent the percentage change in the index as

published for July of the current year when compared to the index published for July of the previous year. Upon the request of the District, the County must notify the District by the first day of each Fiscal Year of the change in the Reserved Capacity Charges and provide the calculation of such charges. The Reserved Capacity Charge will be expressed on a "per gallon of Reserved Capacity" basis and will always be rounded to the nearest cent for billing and calculation purposes. In no event shall the County change the fee structure or application methodology, as applied to the District during the Term of this Agreement. The capital costs included in the determination of the Capital Charges do not include those costs associated with constructing the net capacity required to serve the County Service Area and its Bulk Service commitments and shall include water production and treatment, wastewater treatment and effluent disposal, other than reclaimed water facilities which are for alternative water resource purposes, and transmission facilities. The Capital Charges do not include (a) water storage facilities, water distribution system costs which would include water lines with a diameter of 6" or less, meters, services, and hydrants; or (b) wastewater collection facilities which would include wastewater lines and force mains with a diameter of 6" or less, laterals, and local lift stations.

6.16 The County is named as the permit holder of the potable water and the wastewater facilities required to provide the Reserved Capacity as it relates to the operation of such facilities by the FDEP and all other regulatory agencies which may have jurisdiction with respect to such facilities. The County, at all times, will operate the facilities that provide the Reserved Capacity in accordance with generally accepted utility operating procedures such that they will not be in violation of State and Federal regulations governing the operation of the facilities with such permit(s) and will at all times renew such permits on a timely basis in accordance with applicable regulations to maintain such permit(s) in an approved active status mode. In the event that the County is not in compliance with the operating permits for all facilities required to provide the Reserved Capacity to the District, and the County is fined or required to implement capital or operational improvements to such facilities as required by any regulatory agency, the District will not be responsible for such costs, including penalties, and the County shall not attempt to recover such costs from the District in the future or reduce the Reserved Capacity of the District due to an impairment in the County Existing Facilities because of the County's noncompliance.

6.17 In the event the County fails or refuses to provide the District with Bulk Potable Water or Bulk Wastewater Service, after such time as County has previously agreed to reserve such service for the District, and the County has been paid for such capacity, and when the District is in otherwise compliance with its reservation agreement and this Agreement, and where such failure is not due to a bona fide emergency as defined above and where such failure or refusal continues for one hundred eighty (180) days after written notice from District, District may, at its option, terminate this Agreement.

6.18 Notwithstanding any other provision hereof, the County shall not be required to commit to more than 3.0 MGD of bulk potable water capacity during the first 24 months of this Agreement and failure of County to have such capacity during such time shall not be considered a default hereunder.

7. Bulk Water/Wastewater Service Commodity Charges

7.1. The District will be responsible for the payment of all charges associated with the monthly use of its Potable Water Reserved Capacity. In accordance with this Agreement, all

potable water delivered by the County to the District will be metered at the Point(s) of Delivery. The District shall pay the County the Potable Water Commodity Charge as set forth on Exhibit 7 for all potable water service delivered by the County at the Point(s) of Delivery. The initial Potable Water Commodity Use Charge on Exhibit 7 was based on a study as prepared by the County and shall remain in effect through September 30, 2011. The County will be allowed to adjust the Potable Water Commodity Charge starting on October 1, 2011 and annually for each Fiscal Year after October 1, 2011 (only one adjustment per each twelve consecutive month period) by one half of the Gross Domestic Product Implicit Price Deflator as published by the United States Department of Labor, Bureau of Labor Statistics Data, Water and Sewerage Maintenance ("Gross Domestic Product Implicit Price Deflator") or three percent (3%), whichever is less. The annual factor associated with the Gross Domestic Price Deflator, will be the percentage change in the index between the number published in July of the current year and the number published for July of the previous year. The Potable Water Commodity Charge will be expressed on a per thousand gallons of metered potable water as delivered to the Point(s) of Delivery basis and will always be rounded to the nearest cent for billing and charge calculation purposes. During the Term of this Agreement, the County shall maintain a uniform commodity charge for all metered potable water use and in no event shall the County change the fee structure or application methodology applicable to the District during the Term of this Agreement. The County acknowledges that the District shall not be liable for or bear the cost of (nor shall the rates and charges include), any royalty or surcharge payment to the Village of Royal Palm Beach pursuant to that agreement entered into between the County and the Village of Royal Palm Beach dated August 24, 2004 or any other unit of local government during the Term of this Agreement.

7.2. The District will be responsible for the payment of all charges associated with the monthly use of its Wastewater Reserved Capacity. In accordance with this Agreement, all wastewater flow delivered by the District to the County for disposal will be metered at the Point(s) of Collection. The District shall pay the County the Wastewater Commodity Charge as set forth on Exhibit 8 for all wastewater service delivered by the District at the Point(s) of Collection. The initial Wastewater Commodity Charge on Exhibit 8 was based on a study prepared by the County and shall remain in effect through September 30, 2011. The County will be allowed to adjust the Wastewater Commodity Charge starting on October 1, 2011 and annually for each Fiscal Year after October 1, 2011 (only one adjustment per each twelve consecutive month period) by one half of the Gross Domestic Product Implicit Price Deflator or three percent (3%), whichever is less. The annual factor associated with the Gross Domestic Price Deflator will be the percentage change between in the index published for July of the current year and the index published for July of the previous year. The Wastewater Commodity Charge will be expressed on a per thousand gallons of metered wastewater flow basis as delivered to the Point(s) of Collection basis and will always be rounded to the nearest cent for billing and charge calculation purposes. During the Term of this Agreement, the County shall maintain a uniform commodity charge for all metered wastewater flow and in no event shall the County change the fee structure or application methodology applicable to the District during the Term of this Agreement. The County acknowledges that the District shall not be liable for or bear the cost of nor shall the rates and charges include, any royalty or surcharge payment to the Village of Royal Palm Beach pursuant to that agreement entered into between the County and the Village of Royal Palm Beach dated August 24, 2004 or any other unit of local government during the Term of this Agreement.

7.3. Bulk Potable Water and Wastewater Service shall be delivered at the Point(s) of Delivery and Point(s) of Collection, respectively, which shall initially be located in proximity to the County's existing water main and wastewater transmission pipelines at 140th Avenue North

and Seminole Pratt-Whitney Road as shown on Exhibit 10 and as may be adjusted by mutual consent of the parties. The District shall bear the cost and responsibility for making the actual connection to the County's water main and wastewater collection lines and after completion of such Point(s) of Delivery or Collection, such facilities shall become Existing Facilities of the District. The District shall design the connections based on the capacity set forth in, and the flows contemplated by, this Agreement. The location and type of the District's connection to the County's water main and wastewater collection lines shall be approved in writing by the County prior to any work being performed, which consent shall not be unreasonably withheld. The County may monitor such work to ensure such work conforms to the County's approved connection requirements and all applicable State and County standards and regulations. The District shall furnish proof, in the form of a signed and sealed statement from an engineer registered in the State of Florida, to the County's designated utility agent of the comparability and equivalency of all material and standards of performance to the requirements set forth in the UPAP, which is incorporated herein by reference. In addition to said statement, District shall also supply certified as-built drawings, pipeline testing reports, and permit releases for service from the Palm Beach County Health Department and Florida Department of Environmental Protection to the County. Additional Point(s) of Connection may be provided in the future as mutually agreed by both the District and the County.

7.4 The District shall install, as part of its connection to the County water and wastewater system, an appropriate metering device(s) meeting all County requirements and specifications. Meter installations shall be provided at all Point(s) of Connection and after completion of such meter installations by the District, such facilities shall become Existing Facilities of the District. The device(s) must be acceptable to the County. The District shall pay all costs associated with the purchase and installation of such meter(s). After their installation, the District shall own, operate, and maintain the meter(s), and the County shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the County's water or wastewater system. The District shall also have an absolute right of access to the meters.

7.5 Subject to the terms and conditions of this Agreement, the County shall invoice the District for services on a monthly basis in accordance with its meter readings, calculated charges and other applicable service fees. The invoice shall include, at a minimum, the billing period of service, the amount of water and wastewater flows metered and billed, the rates for service, the amount of the invoice, contact person for questions regarding the invoice, and other information deemed acceptable by the parties. The District shall make payment based upon the invoice amount within thirty (30) days after receipt of the invoice from the County. If payment is not made within thirty (30) days after receipt of the invoice, the District shall pay interest or penalties on the outstanding balance as established from time to time in the UPAP, which may be amended from time to time. The charging of interest and penalties shall not extend the due date for any payment and any failure to pay may be considered a default under the terms of this Agreement.

7.6 The District shall be liable for the costs of the purchase and installation of any additional or replacement meters or similar equipment or devices used to measure the amount of water provided by the County to the District and wastewater delivered to the County by the District. If the District disputes the accuracy of any meter reading, it must notify the County within fifteen (15) days after receipt of the bill and demonstrate through appropriate calibration testing that the meter is not properly calibrated or is otherwise not functioning properly. All meter readings not disputed within fifteen (15) days after receipt of the bill by the District shall be final and not subject to dispute. If the District disputes a billing, it shall still pay the amount

billed by the County, unless the error is self-evident or obvious when compared to typical average usage and/or historical flows. If it is subsequently determined, in accordance with the procedure specified below, that the billing is in error, then the District shall be reimbursed or credited for any difference within thirty (30) days of such determination. If a dispute concerning the meter's performance or accuracy is unresolved, the County and District shall mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of the mutually selected testing company as to the meter's performance or accuracy shall be binding upon the County and District. If the meter is determined to be accurate within the manufacturer's range of tolerance, then the cost of testing shall be paid by the District. If the meter is determined to be inaccurate and outside the range of tolerances, then the County shall pay for the cost of such testing. The District shall be required to calibrate all meters at the Point(s) of Delivery and Point(s) of Collection at least every two years and replace all of the respective Bulk Service meters no less than once every ten (10) years.

7.7 County shall supply District with potable water as provided for herein that is in full compliance with all local, state, and federal laws, rules, and regulations as they relate to water quality. In addition, the potable water quality provided by the County to the District shall satisfy the further quality criteria set forth in Exhibit 16. County shall provide potable water, unless otherwise agreed to and absent an emergency situation, at no less than 55 PSI and no more than 75 PSI at any single Point(s) of Delivery, unless otherwise agreed, as measured at downstream side of the backflow prevention device. The District shall maintain storage capacity within its water distribution network to satisfy peak demands. The County shall maintain pressures within the County force main as mentioned at the Point of Collection of no less than 25 PSI and no more than 40 PSI.

7.8 In the event that the South Florida Water Management District or other governmental unit (exclusive of the Board of County Commissioners) with just cause and authority declares a water shortage, then the County shall have the right to restrict service to the District by the same percentage, level and/or manner as the County restricts service to similarly situated Bulk Service customers located within the County limits, taking into consideration the South Florida Water Management District's approach to facilities utilizing reclaimed water. In no event shall the County adjust the Commodity Charge to the District to promote water conservation as a result of the declared shortage, unless the County raises rates to all County customers on a uniform and non-discriminatory manner and for no greater period of time than that of the declared emergency. Moreover, any such surcharge shall not be subject to "indexing" should the County adopt indexing provisions for its ratemaking in the future unless the County raises rates to all County customers, including the District, on a uniform and non-discriminatory manner and for no greater period of time than that of the declared emergency. Moreover, any such surcharge shall not be subject to "indexing" should the County adopt indexing provisions for its ratemaking in the future.

7.9 Both the County and District acknowledge that during the initial years of operation, the County's water main and/or wastewater transmission pipelines along 140th Avenue North may require annual maintenance for proper maintenance. The District agrees to provide the County an easement to be used solely by the County during required pipeline maintenance events. The County agrees to coordinate pipeline maintenance activities with the District a minimum of 14 days in advance of such scheduled work. Subject to and conditional upon the limitations set forth in Section 768.28, Florida Statutes, County shall indemnify and hold harmless District from and against any and all damage, loss, claim, demand, liability or expense by reason of any claim, suit or judgment brought by or in favor of any person or persons for damages, loss or expense due to, but not limited to, bodily injury, including death

resulting any time therefrom, and property damage sustained by such person or persons, which damage or injury arises out of, is occasioned by or is in any way attributable to the use or occupancy of this easement by County, its agents, employees, or contractors.

Following each use of the easement property, County shall fully restore the land encumbered by the easement to its condition prior to said use.

7.10 The County agrees it shall not provide any similarly situated Bulk Service to any other similarly situated customers that reflects a lower Capital Charge for contracting Reserved Capacity or Commodity Charges for the use of such capacity at rates lower than those provided to the District. This provision shall not apply to any rates or agreement agreed to by the County prior to the Effective Date. In the event the County's Bulk Service rates, or components of these rates, are reduced in the future, the District shall be charged the lower rates for current and future usage. Other than as provided for herein, corrections for prior usage shall not be made by the County. However, in no event shall the County increase the Commodity Charge except as provided for in this Agreement.

8. Emergency Interconnection with Other Utilities

8.1 The District may interconnect its water or wastewater facilities with another utility, subject to the terms and conditions of this Agreement.

8.2 It is the intention of the parties that the County shall be the District's sole and exclusive supplier of Bulk Potable Water and Wastewater Services. The District may interconnect its water or wastewater facilities with the facilities of the Village of Wellington, the City of West Palm Beach or Indian Trail Improvement District or any other legally authorized utility service provider (individually, "Interconnect Utility"; collectively, "Interconnect Utilities") for the sole limited purpose of emergency use. Notwithstanding the foregoing, the County reserves the right to challenge the extension of water lines to/from the District Service Area, based on common law, statutory law, contractual rights, or law in equity. For the purpose of this Agreement, emergency use is defined to mean either (1) any instance in which the County fails to provide the District with Bulk Potable Water or Bulk Wastewater Service in the amount of the Reserved Capacity as secured by the District; (2) a bona fide emergency, which is defined as an interruption of water or wastewater service caused by power failures, natural, man-made or technological disasters, acts of terrorism or acts of God, and which will have a substantial likelihood of causing significant injury or harm to the customers of the District or significant damage to or loss of property, and which cannot be rectified through a temporary increased flow of bulk potable water or bulk wastewater service from the County; or (3) at the request of the County due to operational and maintenance activities upon the County's Existing Facilities which necessitates the purchase from other Utility Service Providers to facilitate such activities.

8.3 In the case of a bona fide emergency as defined above, District shall be permitted to utilize potable water and/or wastewater service from any of the Interconnect Utilities. District's use of said interconnects in the case of a bona fide emergency shall be subject to the following conditions:

a. The emergency interconnection shall not be used for routine maintenance of the District's Existing Facilities nor to provide potable water and/or wastewater capacity for new development.

b. The District shall notify Palm Beach County's Director of Utilities each time an emergency interconnection is opened and shall submit a report to Palm Beach County's Director of Utilities within twenty-four (24) hours of each such use detailing the reason for the use, the length of time the interconnect was used and the volume of water distributed. Additionally, a quarterly report containing such information shall be sent to Palm Beach County's Director of Utilities.

c. The use of the emergency interconnect shall be time-limited to the duration of the bona fide emergency.

8.4. Any interconnection by the District with an Interconnect Utility shall be independent of and preserve the integrity of the County's potable water system; therefore, any such interconnection may not result in a physical connection to the County's water mains.

8.5. The District may not use any interconnection by the District with an Interconnect Utility to solicit Bulk Water Service from an Interconnect Utility or to deliver water directly or indirectly to another customer or other customers wherever located, or for purposes of Wheeling (as defined in Section 3 hereof), except as may be requested by the County relative to the delivery of County potable water to such Interconnect Utility. To the extent that the County does request the District to Wheel such service for the benefit of the County or an Interconnect Utility, the District shall be compensated for the use of the District Existing Facilities necessary for the transaction.

8.6. The District may expand its External Facilities ("New External Facilities") to effectuate Emergency Interconnects. These New External Facilities may only be used for the purposes described in this Section 8.

8.7. In any instance where an interconnection shall exist, appropriate safety measures, including back flow prevention devices, and other devices or instruments as are customarily employed by the County, shall be employed by the District.

9. Bulk Reclaimed Water Service

9.1. The County and the District agree on the importance of constructing and implementing alternative water resources, such as reclaimed water. Both parties agree to work together to promote the use of reclaimed water within and outside the District Service Area. As such, the District is currently providing reclaimed water from its facilities and County acknowledges that it does not presently have any reclaimed water facilities within the District Service Area or the area surrounding the District Service Area.

9.2. The County and the District agree that the timing and phasing of development is uncertain as of the Effective Date but should be identifiable within the 12 months after the Effective Date. Both parties agree that they shall negotiate a separate agreement to specifically identify the timing and phasing of the needs and provision for reclaimed water service which shall be subject to the following general parameter: Notwithstanding the above, if no agreement is reached between the parties within 12 months after the Effective Date in this regard, both parties shall be free to proceed on their own to provide reclaimed water service within their own respective service areas.

9.2.1. The County and the District agree that the District shall be responsible to plan, design, permit, construct, and operate a regional reclaimed water facility located within the

District Service Area. The District agrees to be responsible for operation of the facility and may negotiate with the County to perform such operations on a contractual basis. The District's use of reclaimed water shall be limited to properties located within the District Service Area. The County's use of reclaimed water shall be limited to properties located outside the District Service Area. Both parties shall be individually responsible for designing, permitting, constructing, and operating wastewater transmission and reclaimed water distribution pipelines required to serve their customers and each party shall bear its own cost for such.

9.2.2 The parties acknowledge that use of reclaimed water is promoted by the South Florida Water Management District as a viable Alternative Water Resource intended to reduce demands on the local groundwater aquifer system and regional water supply system. The County's existing Water Use Permit issued by the South Florida Water Management District requires documented use of reclaimed water within the County's service area. The District's existing Water Use Permit issued by the South Florida Water Management District does not require the implementation of a reclaimed water program as a condition of the Water Use Permit. The District agrees that all reclaimed water utilized by the District within and outside the District Service Area shall be documented and applied to the County's and the District's Water Use Permit requirements on a pro rata basis to each computed on the basis of the respective Reserved Capacity provided by the County and the District's constructed capacity as of October 1st of each Fiscal Year.

9.2.3 The County projects a potential future reclaimed water demand up to fifteen (15) MGD in the portion of the County's service area west of State Road 7. As additional reclaimed water users are contracted by the County, the County shall be responsible for requesting additional reclaimed water capacity from the District's facility. The District shall notify the County within 30 days of said request whether the requested reclaimed water capacity will be available to the County. If the District will not have sufficient reclaimed water capacity to meet the County's needs, then the District agrees the County may proceed with design, permitting, construction, and operation of a new County-owned facility above what is presently being served by the District reclaimed water facility (the County cannot build additional capacity and reduce the use of the allocated capacity at the District reclaimed water facility without the consent of the District).

9.2.4 The County intends to be the reclaimed water provider for customers located outside the District Service Area. However, the County further agrees that within the part of County's Service Area located west of 140th Avenue North, as shown on Exhibit 1, the District shall have the first right of refusal to sell reclaimed water, either as Bulk Service or as Retail Service, as mutually agreed by District and County, but only, however, when the County does not have the ability to provide such reclaimed service in its own right. The District shall have exclusive rights, as with all other sales, to sell reclaimed water within the District Service Area.

9.2.5 The District shall have the right to purchase additional reclaimed water from other utilities for the benefit of meeting the irrigation and reclaimed water demands within the District Service Area. To the extent that the District determines that there exists additional reclaimed water demands above that currently being provided by the District's reclaimed water system, the District will allow the County the first right of refusal to provide bulk reclaimed water to the District for these purposes. In no event shall the District provide reclaimed water services outside of the District Service Area when there is a need for that same reclaimed water within the District Service Area.

9.2.6 The District agrees that the County may send domestic wastewater from the County's service area to the District's reclaimed facility for suitable treatment and production of reclaimed water for ultimate use with the District, to the extent the demand for reclaimed water with the District exceeds the supply generated by the District's reclaimed facilities. If excess reclaimed water exists over that amount needed by the District for utilization within the District Service Area, the County may utilize that reclaimed water for the County own needs and within the County service area.

9.2.7 At such time as the County purchases the District's utility system, as referenced in Section 12 hereof, the District's Reclaimed Water System shall be included in such assets.

10. Term. The term of this Agreement shall be for 30 years from the Effective Date and shall automatically renew for an additional 10 years unless District delivers to the County written notice of cancellation of this Agreement no later than six months before the expiration of the Term of this Agreement. After 40 years, the Agreement shall automatically renew for an additional 10 years unless the District delivers written notice within six months prior to the expiration date of the Agreement. After 50 years, the Agreement shall continually renew annually, unless either party delivers written notice of cancellation of this Agreement at least six months prior to its expiration.

10.1 Term Adjustment for Incremental Reserved Capacity Additions

10.1.1 The County recognizes that the timing for the District's capacity needs over the Term of this Agreement is not presently known. To ensure the District optimizes its beneficial use of Capital Charges paid to the County for Reserved Capacity, the District shall be allowed to automatically extend the Term of the Agreement so that each increment of capacity reserved is valid for a minimum of 20 years. Under this circumstance, the term extension shall commence the date the District pays the County the appropriate Capital Charge(s) for the reservation of the additional capacity, whether for water or wastewater service. Therefore, if the District purchases additional Reserved Capacity when the remainder of the then Agreement Term is less than twenty years, the Agreement Term will automatically be extended to have a remaining term of twenty years beyond the Capacity Availability Date of such purchase of additional Reserved Capacity. After the end of the Term, as may be adjusted by the purchase of additional Reserved Capacity, the Term of the Agreement will be extended as provided in this section. Both parties reserve the right to terminate this Agreement at the expiration date by providing written notice of cancellation no later than six months before such expiration of the adjusted Term of this Agreement.

11. Compliance with Palm Beach County Comprehensive Plan

11.1 This Agreement does not represent acquiescence on the part of the County to the District's serving potable water and/or wastewater customers inconsistent with the Comprehensive Plan of Palm Beach County or inconsistent with any development orders/approvals held by the District. Notwithstanding any other provision in this Agreement, the County reserves its legislative authority with respect to all planning and zoning decisions affecting the District, and nothing in this Agreement should be construed as guaranteeing the District any particular zoning or planning decision on the part of the County.

11.2 The County recognizes the District's service to all parcels identified in Exhibit 2 as consistent with the Comprehensive Plan of Palm Beach County, where such service is otherwise consistent with the terms of this Agreement.

11.3 The County recognizes the District's right to expand and modify its existing water, wastewater, and reclaimed facilities that constitute the District System to provide Retail Service to its water, wastewater, and reclaimed water customers located within the District Service Area as delineated in this Agreement.

12. County Right of First Refusal for District System, District Right to Offer this Utility to the County, and Methodologies for Voluntary Sale/Purchase of District Utility System.

12.1 The District grants the County the right of first refusal to acquire the District System. The District shall not dispose of the District System, in whole or in part, without first offering the District System to the County in accordance with the requirements of this section. This section regarding the disposition of the District System does not apply to such District System assets that are no longer required for the provision of Retail Service by the District or have reached their useful service life and are no longer required to provide utility service as determined by the District. Within ten (10) days after receiving a written binding and irrevocable offer to purchase the District System from a bona fide third party not legally or functionally related to the District or the County, the District shall identify the name and address of the said bona fide third party or parties who offered to purchase the District System and provide a copy of the offer or the terms of such offer in writing to the County.

12.2 The County shall have ninety (90) days after the receipt of the terms of the offer within which to elect to purchase the District System at the price and upon the same material terms offered by the third party or parties. If the County fails to elect to exercise its option, the District shall have the right to dispose of the District System, but only to the third party or parties who made the original offer to purchase the District System and only upon the same material terms and conditions.

12.3 For the purpose of this section, the term "dispose" includes, but is not limited to, the acts of selling, assigning, transferring, giving, or any other form of voluntary conveyance, whether in whole or in part.

12.4 In the event the District and County mutually agree to sell and purchase the District System, the Purchase Price to be paid by the County to the District for said system shall be calculated based on the discounted cash flow value of the anticipated net revenue of the District System as more fully described below:

12.4.1 The total Purchase Price for the acquisition of the District System and corresponding service area shall be determined within 90 days of the District's agreement to sell and the County's agreement to purchase said District System. The determination of the Purchase Price shall be as follows:

Capitalizing the Net Income of the District System based on the average of: (a) the rates for the District customers being served for the twenty-four month period preceding the date of the determination of the agreement to purchase between the parties, and (b) the rates imposed by the County. Moreover, in calculating

Net Income available for debt service purposes, after the initial five year period from and after the Closing Date, the rates to be utilized will be the rates of the County. The Net Income of the District System will represent the difference between the Operating Income of the District System and the Operating Expenses of the District System as more fully defined below:

- This is not a certified copy*
- i. Operating Income shall include the recurring revenues of the District System received from the following sources:
 - (1) Revenues derived from the monthly service charges (billing, base, and commodity and other related charges) for providing water, wastewater and reclaimed water service to all customers being serviced by the District System based on the rates to be charged by the County within the District Service Area;
 - (2) Any other recurring revenue of the District System received during the course of providing utility service.
 - ii. Operating Expenses shall mean those expenditures reasonably anticipated to occur with the County operation of the District System, which shall include:
 - (1) Operation and maintenance of the utility plant in service;
 - (2) County legal, administrative, accounting, customer billing and other expenses associated with the daily operation of the District System that would be reasonably incurred at an amount equal to that incurred for the County system at the time of acquisition. Such expenses shall not include any payments in lieu of taxes or franchise fees paid by the County Utility System to the County's General Fund, Royal Palm Beach or any other governmental agency that receives service from the County Utility System; and
 - (3) The funding of a renewal and replacement reserve in an amount equal to 5.0% of the estimated Operating Income.
 - iii. The discount rate to be used for the capitalization of the Net Income shall be equal to the then average annual interest rate for a tax exempt water and wastewater utility revenue bond financing issued by the County assuming a "AAA Credit Rating". The term to be used for the capitalization of the Net Income shall be equal to 30 years.
 - c) In lieu of a futures calculation and to provide the District benefit for the future growth in the District System that may reasonably occur after the acquisition date, the determination of the Net Revenues will be adjusted to recognize the anticipated and reasonable growth expected to be realized within the purchased system by the County ten years from the date of Closing in its capitalization of the Net Income calculations. Such calculation will also recognize an increase in Operating Income based on the rates and fees, to be in effect for

the District System by the County and the average usage requirements for all other customers being served by the District System. Such calculation will recognize an allowance for increased variable costs (power, chemicals and sludge disposal only) for serving such customers and any specific capital expenditures (not including any impact fees, capital charges, or similar fees) necessary to serve such increased customers.

d) In addition to the capitalization of the Net Income of the District System operations as described above, the County shall reimburse the District as follows:

- i. For any Capital Charges that have been paid by the District to the County for Reserved Capacity that, as of the date of District System transfer, represents capacity that is uncommitted and unreserved to the future development in the District Service Area. Uncommitted and unreserved capacity shall represent that portion of the Reserved Capacity that the District has not received Capital Charges from new development for the use of such capacity. In the determination of the unreserved capacity in the District facilities, it will be assumed that all impact, capacity or capital charges received shall first be applied towards the use of the District-owned utility plant and then towards the Reserved Capacity purchased by the District from the County. The County's obligation to reimburse the District for such Capital Charges shall be limited to those charges that the County may resell to developers or other parties within the District boundaries, in the future; plus
- ii. To the extent not previously recovered by the District through Capital Charges or other developer or user fees, the depreciated original cost of unused District capital facilities, but not including any District on-site water plant or wastewater plant, and only to the extent that same will be used and useful by the County as permanent County utility facilities, including tanks, major trunk lines, reclaimed water treatment plants, and other facilities which will be used by the County after closing and for which the County will receive capacity fees and/or connection charges from third parties who will benefit from the utilization of such facilities in the future.

12.4.2 The Purchase Price to be paid by the County to the District shall be determined by the mutual agreement of the parties in the ordinary course of business.

12.4.3 In the event of a subsequent purchase and sale of the District System by the County, both parties shall comply with the provisions of Section 125.3401 and 189.423, Florida Statutes, or such other lawful prerequisites as are then applicable.

12.5 The District may, at any time, offer its utility system to the County for purchase, and in that event, County shall (in the mandatory sense) purchase the District's Utility utilizing the formula set forth in Section 12.4 above. Notwithstanding the foregoing, nothing in this Agreement shall be construed as pledging County ad valorem dollars. Said purchase agreement shall be contingent upon budgeting by the County.

13. Dismissal of Disputes and Lawsuits

13.1 The District shall dismiss with prejudice, within five (5) days after the Effective Date of this Agreement all of its claims and interests in that certain case brought in Circuit Court for Palm Beach County, Case No. 50 2004 CA 01-2091-XXXX, and titled "*City of West Palm Beach, a municipal corporation; Seminole Improvement District, an independent special district and Gallery-Judge Grove, L.P., a Florida limited partnership, Plaintiffs v. Palm Beach County, Defendant.*" Each party shall bear its own costs, including attorney's fees, related to the case.

13.2 The District shall waive its right to appeal or otherwise seek administrative or judicial review immediately upon the Effective Date of this Agreement the final order entered by the Department of Community Affairs on October 21, 2005 in Department of Community Affairs Docket No. 04-1-NOI-5001-(A)-(I) and Division of Administrative Hearings, Case No. 04-04336GM and titled "*City of West Palm Beach, Seminole Improvement District, Gallery-Judge Grove, L.P., and Nathaniel Roberts, Petitioners v. Department of Community Affairs and Palm Beach County, Respondents.*" Each party shall bear its own costs, including attorney's fees, related to the administrative appeal.

13.3 County shall dismiss with prejudice, within five (5) days after the Effective Date of this Agreement, all claims and interest against the District in that certain case brought in the Circuit Court for Palm Beach County, No. 50 2004 CA 01-0492-XXXX, and titled "*The Village of Royal Palm Beach, a municipal corporation of the State of Florida, and Palm Beach County, a political subdivision of the State of Florida, Plaintiffs, v. Village of Wellington, a municipal corporation in Florida; Seminole Improvement District, a special improvement district of the State of Florida and Acme Improvement District, a special improvement district of the State of Florida, Defendants.*" This provision shall not include the County's claims and interests against Defendants, Village of Wellington and Acme Improvement District, which the County may continue to pursue. Each party shall bear its own costs, including attorney's fees, related to the case.

13.4 Except as otherwise expressly provided in this Agreement regarding the District's rights to provide services, District hereby for itself and its successors, assigns, predecessor, affiliated entities, directors, officers, employees, principals, agents and servants, releases, acquits, and forever discharges any and all claims it or they may have against the County and/or its commissioners, officers, employees, principals, agents, servants, attorneys and representatives from any and all actions, causes of actions, claims or counterclaims, demands, damages (whether nominal, compensatory, punitive or otherwise), costs, expenses, attorneys' and legal assistants' fees and costs, consultant, fees and costs, expert witness fees and costs and/or any and all relief (whether at law, in equity or administrative) and compensation whatsoever, whether known or unknown, concerning, relating to, and/or arising from the District Master Plan, a copy of which is attached hereto as Exhibit 12, including but not limited to the claim by the District that the Master Plan authorizes the District to provide 4.5 MGD of water and 3.5 MGD of wastewater service to 12,000 utility customers inside the District Service Area and 6,000 utility customers outside the District Service Area.

13.5 Future Land Use Element Policy 3.1-c of the County's Comprehensive Plan provides that the County Water Utilities Department shall provide potable water, reclaimed water and wastewater service to all unincorporated areas of the County, except those unincorporated areas where the Palm Beach County Board of County Commissioners has entered or enters into a written agreement that provides utility service area rights to a public or privately owned, potable water, reclaimed water and/or wastewater utility, or in the areas where

the County Water Utilities Department is specifically excluded from providing utility service by Florida law. The County acknowledges that this Agreement provides potable water, wastewater and reclaimed water service area rights to the County and that absent this Agreement, the County would be specifically precluded from providing utility service within the District Service Area without the District's consent.

13.6 The County agrees that it shall not challenge the District's renewal and increase of its Water Use Permit issued by South Florida Water Management District (Permit No. 50-03711-W) provided that such use is consistent with this Agreement, and provided further, however, that the said South Florida Water Management District subsequently granted permit is not substantially different from that applied for by the District. Further, the District agrees that it shall not construct any water withdrawal wells outside of the District boundaries.

14. Delegation of Authority by the County and the District to its Administrator and/or Manager

The County and District hereby delegate to its respective Chief Executive Officer (in the case of the County to the County Administrator, and in the case of the District, to the District Manager), or their respective designees, the power and authority to carry out the administrative provisions hereof, such as signing capacity reservation agreements, or to act on the Phase Two Transfer Date. Nothing herein contained, however, shall be so construed so as to allow any party other than the County Board of County Commissioners or the District Board of Supervisors the authority to act on the ultimate purchase of the District System as provided in Section 12 hereof.

15. Enforcement of Agreement

15.1 The County and District stipulate that damages resulting from a breach of this Agreement can not be reasonably ascertained, in part, because of the uncertainty of the cost of providing water and wastewater service within the District Service Area, as well as the uncertainty of the revenue to be derived from providing such service.

15.2 If a party breaches this Agreement, the other party must notify the breaching party of such breach by delivering written notice to the breaching party as set forth in Section 16.3 of this Agreement. Such notice shall identify the breach complained of and request that the breaching party cease and desist from continuing such breach and, if applicable, that the breaching party cure such breach. If, within 15 days after delivery of the written notice, the breaching party fails to acknowledge, cease and desist from continuing the activities alleged to be a breach or, if applicable, fails to cure such breach, the other party may institute an action to enjoin the breaching party from continuing such breach of this Agreement and shall be entitled to injunctive or other equitable relief without the showing of irreparable harm. The County and District stipulate that proof of a breach of this Agreement shall be sufficient for a court of competent jurisdiction to (i) enter an injunction prohibiting the breaching party from continuing such breach of this Agreement, (ii) require a cure of such breach, and (iii) award such other relief as is necessary and consistent to carry out the intent and purpose of this Agreement. In no case shall either party be entitled to receive prevailing party's attorney's fees for litigation arising out of this Agreement, nor shall the prevailing party be required to post a bond in order to secure the injunctive or other equitable relief envisioned herein.

Nothing herein contained shall be so construed so as to preclude the right of the County to discontinue service to the District, upon proper notice and in accordance with UPAP, if the District fails to timely pay commodity charges due to the County for utility services rendered.

16. Miscellaneous

16.1 Interlocal Agreement. This is an interlocal agreement entered into between the parties pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Agreement and any amendments shall be filed with the Clerk of the Circuit Court in Palm Beach County.

16.2 Development Order. This Agreement is not a development order, as that term is defined in Section 380.04, Florida Statutes. This Agreement does not grant or entitle the District to any development approvals or densities greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, nor to densities or development rights as may otherwise be limited by the Board of County Commissioners.

16.3 Notice. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper Notice pursuant to this Agreement.

If to the District, such Notice shall be addressed to the District at:

District Manager
Seminole Improvement District
4001 Seminole Pratt-Whitney Road
Loxahatchee, FL 33470

with a copy to:

Robert P. Diffenderfer, Esquire
Lewis, Longman & Walker, P.A.
1700 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, Florida 33401

or such other address as the District may provide in writing to the County.

If to the County, such notice shall be addressed to the County at:

Department Director
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, Florida 33416

with a copy to:

County Attorney
301 N. Olive Avenue, Ste. 601
West Palm Beach, Florida 33401

or such other address as the County may provide in writing to the District.

16.4 No Assignment. This Agreement shall be binding upon and inure to the benefit of both the County and District's successors and assigns. Neither the County nor District may assign its rights under this Agreement.

16.5 Beneficiaries. This Agreement is solely for the benefit of the County and District and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party to this Agreement.

16.6 Headings. The headings used are for convenience only and shall be disregarded in the construction and interpretation of this Agreement.

16.7 Interpretation. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. The drafting of this Agreement constituted a joint effort of the County and District and the Agreement's interpretation shall assume that neither had any more input or influence. All words, terms, and conditions are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.8 Amendment. This Agreement may be amended only if executed in writing and signed by the County and District.

16.9 Integration. This Agreement and any documents referred to herein, collectively embody the entire agreement and understandings between the County and District and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

16.10 Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

16.11 No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' respective potable water, wastewater, and reclaimed water service areas, as well as an agreement related to the provision of bulk water utility services, as authorized in Florida Statutes, Chapter 163. The governing bodies for County and District shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing within the territorial limits for their respective agencies shall apply to

the same degree and extend to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

16.12 Termination. This Agreement shall terminate upon the County's purchase of the District System, as referenced in Section 12 hereof.

16.13 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of the other party, which may include, but is not limited to, acts of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe of plant facilities or line breaks, neither party shall be liable for such non-performance.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and District have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

ATTEST:

SEMINOLE IMPROVEMENT DISTRICT

By: Sharon Ann Doucette
Clerk

By: Thomas G. O'Brien III
Thomas G. O'Brien III, President

Dated: March 31, 2006

DISTRICT ATTORNEY
Approved as to form and legal sufficiency

By: [Signature]
Date: 3/31/06

ATTEST:
SHARON BOCK
Clerk And Comptroller

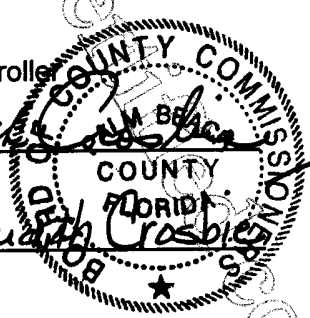
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: Judith Crosbie
Deputy Clerk

By: Tony Maslotti
Tony Maslotti, Chairman

Printed Name: Judith Crosbie

Dated: APR 18 2006, 2006



R2006 0732

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Bill Bean
Department Director

Palm beach\interlocal agreement 3 30 06.doc

EXHIBIT 1
MAP OF SEMINOLE IMPROVEMENT DISTRICT
SERVICE AREA BOUNDARY



**EXHIBIT 2
LEGAL DESCRIPTION OF
DISTRICT SERVICE AREA BOUNDARY**

Source: 2000 Florida Legislature, HB 1559 First Engrossed

"District created and boundaries thereof. For the purposes of providing public infrastructure, services, the assessment, levy, and collection of taxes, non-ad valorem assessments and fees, the operation of District facilities and services, and all other purposes stated in this act consistent with chapters 189 and 298, Florida Statutes, and other applicable general law, an independent improvement district is hereby created and established in Palm Beach County, Florida, to be known as the Seminole Improvement District, the territorial boundaries of which shall be as follows, to-wit:

All of Sections 1 and 2, that part of Section 3 situated Southerly and Eastwardly of the Canal "M" right of way, and Section 12 except the East Half (E 1/2) of the Southeast Quarter (SE 1/4) thereof, all in Township 43 South, Range 40 East.

All of Sections 5 and 6, the North Half (N 1/2) of Section 7 and the North Half (N 1/2) of Section 8, Township 43 South, Range 41 East.

All in the County of Palm Beach, State of Florida, consisting of 4,032 acres, more or less."

**EXHIBIT 3
LISTING OF AGREEMENTS ALLOWING DISTRICT
TO PROVIDE SERVICE OUTSIDE OF ITS
SERVICE AREA BOUNDARIES**

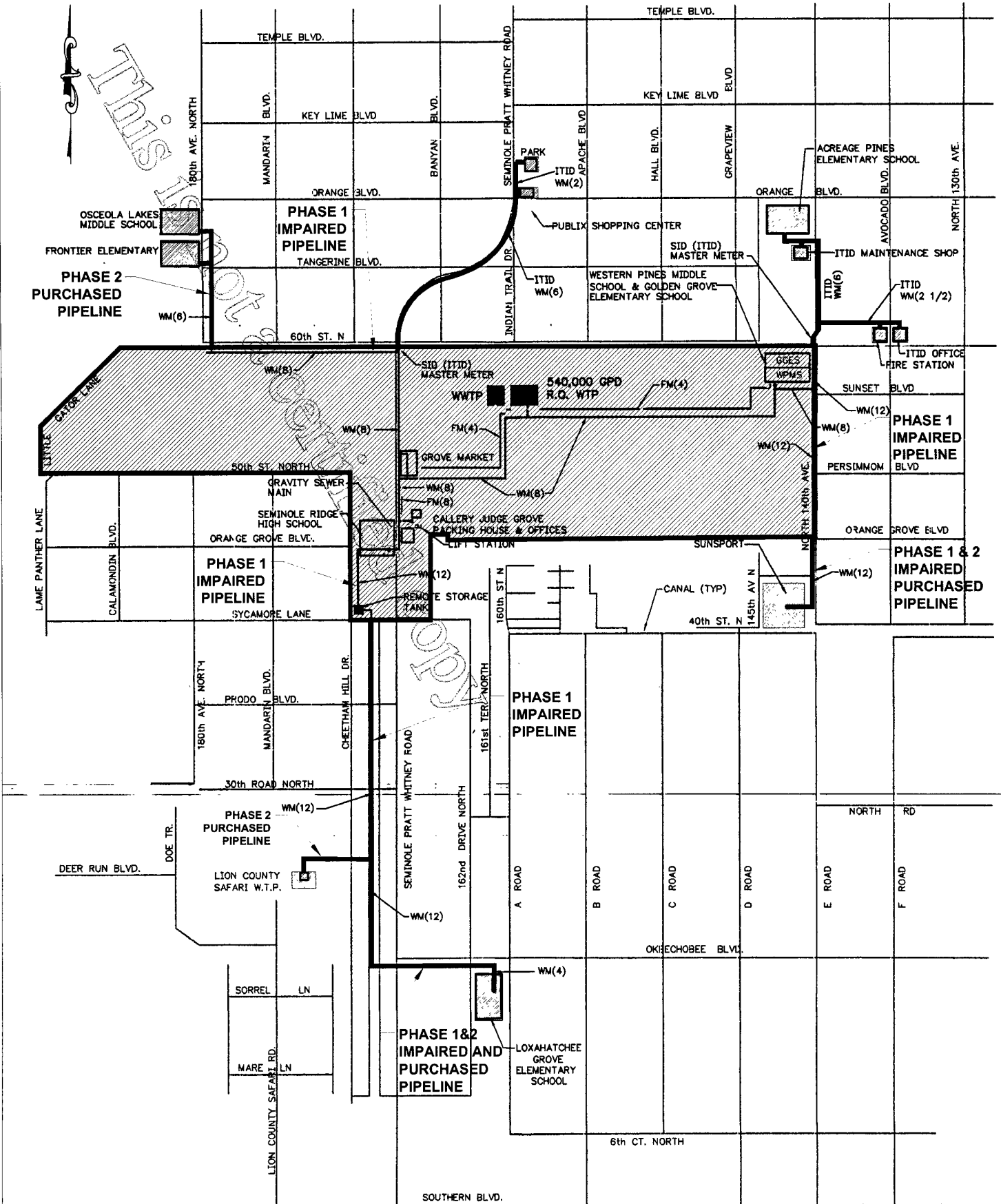
Existing Retail Customer Land Parcels, External to District Boundaries, Served by Seminole

Parcel	Description	Approximate Acreage
1	Seminole Improvement District	4,000
2	Lion Country Safari	600
3	Loxahatchee Groves Elementary School	20
4	Sunspout Gardens	40
5	Frontier Elementary School	25

Existing Wholesale Customers Served by Seminole

Account	Wholesale Customer	Location
A	Indian Trail Improvement District	Acreage Pines ES, ITID Office, Fire Station
B	Indian Trail Improvement District	Publix Shopping Center at Seminole Pratt-Whitney Road and Orange Boulevard

EXHIBIT 4 MAP OF SEMINOLE IMPROVEMENT DISTRICT IMPAIRED AND PURCHASED ASSETS



Drawing: F:\Levita Pico D-W-G\Seminoke Improvement-2.dwg\Exhibit 4 Last Modified: Thu, Apr 13, 2006 - 9:53am

**EXHIBIT 5
SUMMARY OF PAYMENTS FOR IMPAIRED AND PURCHASED ASSETS**

Item No.	Pipe Segment	Diameter (inch)	Estimated Cost New-Depreciation	Phase 1 Percent Impairment	Phase 1 Value	Phase 2 Owner			Phase 2 Percent Impairment	Estimated Phase 2 Value	Total Estimated Payment to SID
						SID	ITID	PBC			
A-6	west of 140th to Sunsport	12	\$145,000	85%	\$123,250			X	100%	\$21,750	\$145,000
A-2	Sunsport Gardens	4	\$25,000	85%	\$21,500			X	100%	\$3,500	\$25,000
A-3	140th - along SID east boundary	12	\$508,000	50%	\$254,000			X	50%	\$0	\$254,000
B-1	along M-2 Canal	12	\$577,000	85%	\$490,450			X	85%	\$0	\$490,450
B-2	east of M-2 Canal to LCS	12	\$231,000	85%	\$196,350			X	100%	\$34,650	\$231,000
B-3	along M-2 within SID	12	\$137,000	50%	\$68,500			X	50%	\$0	\$68,500
D-1	east of M-2 along Okechoobee	12	\$316,200	85%	\$268,770			X	100%	\$47,430	\$316,200
D-2	south of Okechoobee to School	4	\$50,000	85%	\$42,500			X	100%	\$7,500	\$50,000
C-1	south of 60th within SID	8	\$242,000	50%	\$121,000			X	50%	\$0	\$121,000
C-2	along 180th to Schools	6	\$132,000	85%	\$112,200			X	100%	\$19,800	\$132,000
	Cost adjustments				\$1,480			X		\$0	\$1,480
	Pipeline Totals		\$2,363,200		\$1,700,000					\$134,630	\$1,834,630
	Customer	Meter Size	ERC's	Compensation per ERC	Phase 1 Payment to SID					Phase 2 Payment to SID	Total Estimated Payment to SID
	Settlement of Master Plan				\$2,500,000					\$0	\$2,500,000
	Customers Outside District to be Transferred at Phase 2 (TBD = To Be Determined)				\$0					TBD	TBD
	Customer Totals				\$2,500,000					\$0	TBD
	TOTAL PROJECTED COSTS				\$4,200,000					\$134,630	TBD

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EXHIBIT 6

SCHEDULE OF COUNTY BULK POTABLE WATER SYSTEM CAPITAL CHARGES

Charge	Potable Water
One-time Capital Charge, \$ per gallon of Reserved Potable Water Capacity	\$2.84

Effective until September 30, 2011.

Subject to annual increases beginning on October 1, 2011 based on the lesser of three percent and one-half of the U.S. Gross Domestic Product Implicit Price Deflator, Water and Sewer Maintenance, as reported by the U.S. Bureau of Labor Statistics, said index shall be determined based on the change between July of the previous year to July of the current year.

The total amount due shall be rounded to the nearest \$0.01 for billing purposes.

EXHIBIT 7

SCHEDULE OF COUNTY BULK WASTEWATER SYSTEM CAPITAL CHARGES

Charge	Wastewater
On-time Capital Charge, \$ per gallon of Reserved Wastewater Capacity	\$ 2.33

Effective until September 30, 2011.

Subject to annual increases beginning on October 1, 2011 based on the lesser of three percent and one-half of the U.S. Gross Domestic Product Implicit Price Deflator, Water and Sewer Maintenance, as reported by the U.S. Bureau of Labor Statistics, said index shall be determined based on the change between July of the previous year to July of the current year.

The total amount due shall be rounded to the nearest \$0.01 for billing purposes.

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EXHIBIT 8

SCHEDULE OF COUNTY BULK POTABLE WATER COMMODITY CHARGES

Charge	Potable Water
Commodity Charge, \$ per thousand gallons of metered potable water as delivered to the Point(s) of Delivery	\$1.26
Provision for Renewal and Replacement, \$ per thousand gallons of metered potable water as delivered to the Point(s) of Delivery	<u>0.19</u>
Total Bulk Water Commodity Charge, per thousand gallons of metered potable water as delivered to the Point(s) of Delivery	\$ 1.45

Effective until September 30, 2011

Subject to annual increases beginning on October 1, 2011 based on the lesser of three percent and one-half of the U.S. Gross Domestic Product Implicit Price Deflator, Water and Sewer Maintenance, as reported by the U.S. Bureau of Labor Statistics, said index shall be determined based on the change between July of the previous year to July of the current year.

The total amount due shall be rounded to the nearest \$0.01 for billing purposes.

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EXHIBIT 9

SCHEDULE OF COUNTY BULK WASTEWATER COMMODITY CHARGES

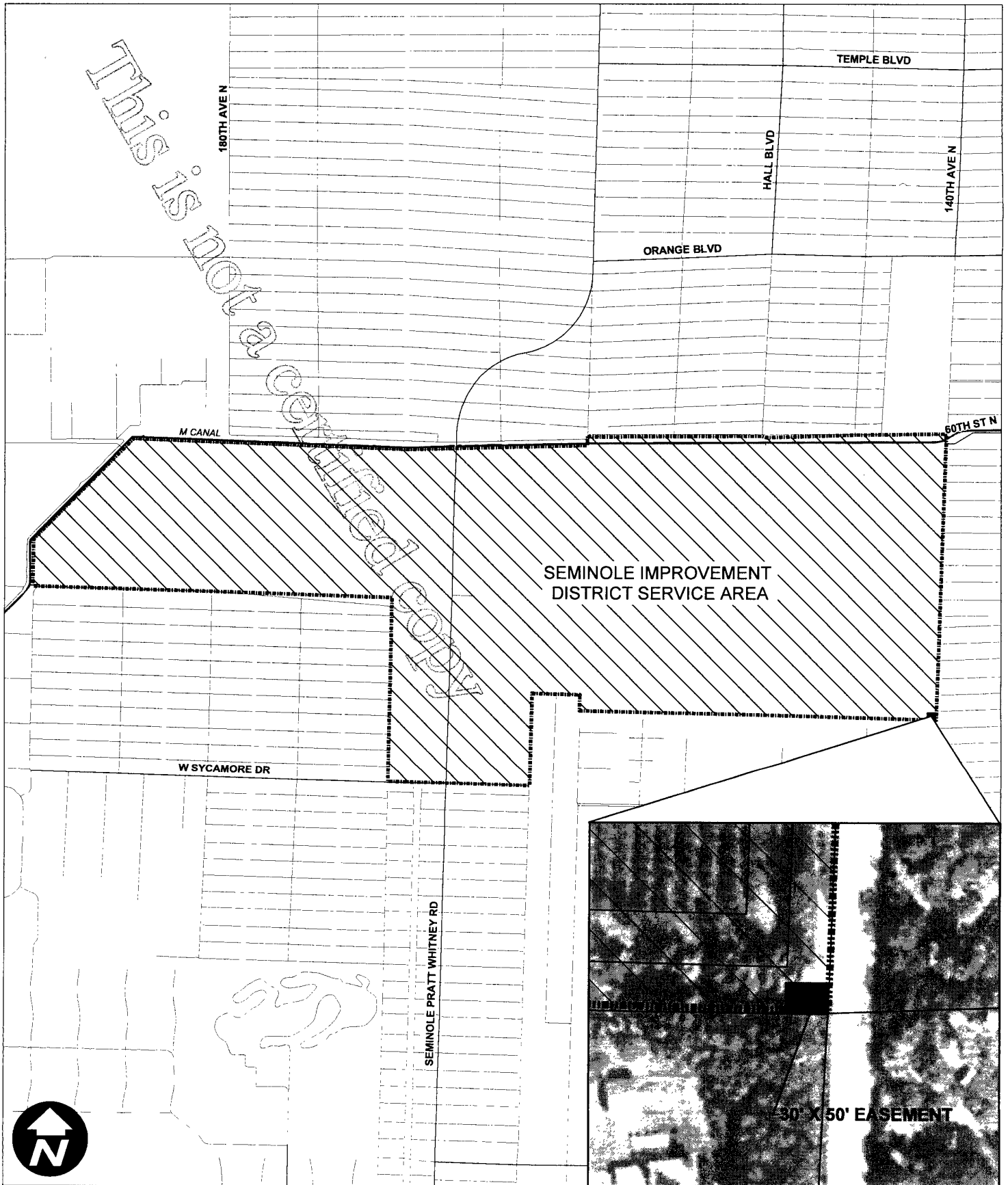
Charge	Potable Water
Commodity Charge, \$ per thousand gallons of metered flow as delivered to the Point(s) of Collection	\$1.06
Provision for Renewal and Replacement, \$ per thousand gallons of metered flow as delivered to the Point(s) of Collection	<u>0.16</u>
Total Bulk Wastewater Commodity Charge, per thousand gallons of metered flow as delivered to the Point(s) of Collection	\$ 1.22

Effective until September 30, 2011.

Subject to annual increases beginning on October 1, 2011 based on the lesser of three percent and one-half of the U.S. Gross Domestic Product Implicit Price Deflator, Water and Sewer Maintenance, as reported by the U.S. Bureau of Labor Statistics, said index shall be determined based on the change between July of the previous year to July of the current year.

The total amount due shall be rounded to the nearest \$0.01 for billing purposes.

EXHIBIT 10
MAP OF SEMINOLE IMPROVEMENT DISTRICT
SERVICE AREA PIPELINE MAINTENANCE SITES



**EXHIBIT 11
EASEMENT AGREEMENT FOR PIPELINE MAINTENANCE**

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Prepared by and Return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

PIPELINE MAINTENANCE EASEMENT

THIS EASEMENT is made, granted and entered into this _____ day of _____, 20____,
by _____ (hereinafter referred to as "Grantor"), whose address is
_____, to Palm Beach County (hereinafter referred to as "Grantee"), c/o
Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, an easement which shall permit Grantee authority to enter upon the property of the Grantor to perform pipeline maintenance. Said pipeline maintenance shall include activities related to inspection, flushing, cleaning, pigging, and repair of the pipeline(s) including equipment and vehicular mobilization, set-up, operation, and site restoration. The County shall notify Grantor of its intention to enter the easement property at least fourteen (14) days in advance of any scheduled pipeline maintenance. Following each use of the easement property, County shall fully restore the easement property to its condition prior to said use. This easement shall remain in effect until Grantor and Grantee agree in writing that the easement property is no longer necessary for pipeline maintenance. The easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness Signature

By: _____

Print Name

Print Name

Witness Signature

Print Name

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____ who is personally known to me or who has
produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

CONSENT AND JOINDER OF MORTGAGEE FOR PIPELINE MAINTENANCE EASEMENT

The undersigned mortgagee does hereby join in and consent to the granting of this Pipeline Maintenance Easement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book _____, Page _____, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Pipeline Maintenance Easement.

In WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

GRANTOR/MORTGAGEE:

Signed, sealed and delivered
in the presence of:

Witness Signature

By: _____

Print Name

Print Name

Witness Signature

By: _____

Print Name

Print Name

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ and _____, President and Secretary, respectively (if applicable) of _____, who are both personally known to me or who have produced _____ as identification.

My Commission
Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

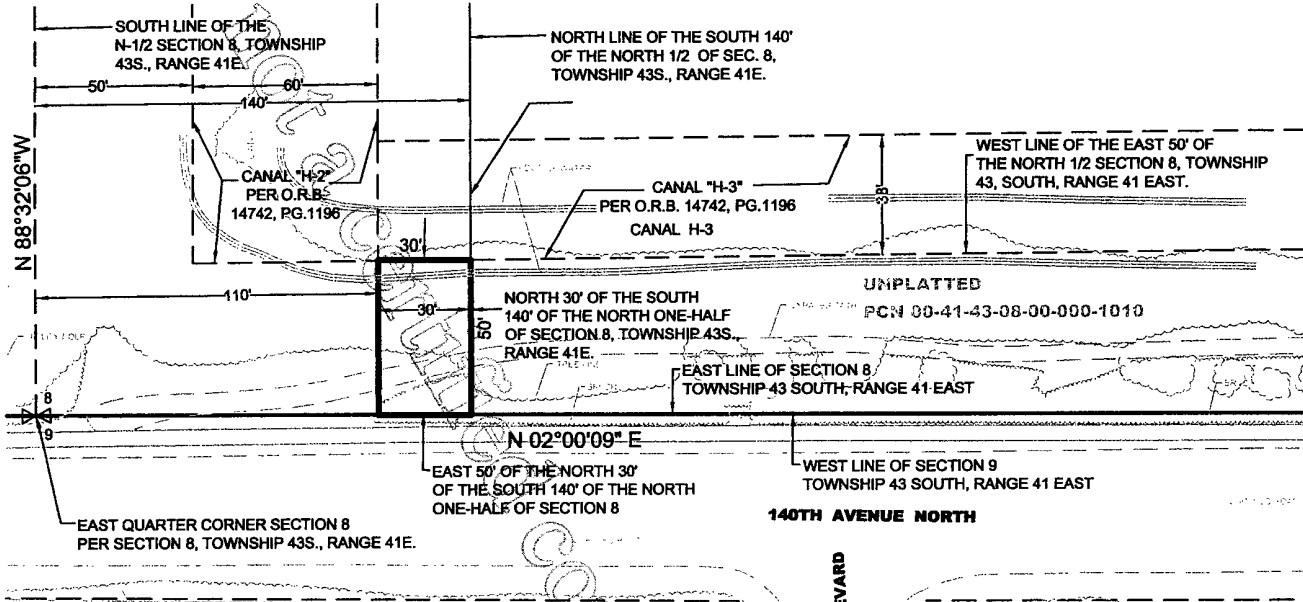
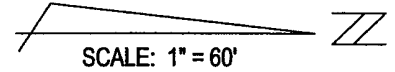
30'x50' UTILITY EASEMENT

A PORTION OF SECTION 8,
TOWNSHIP 43 SOUTH, RANGE 41 EAST,
PALM BEACH COUNTY, FLORIDA.

LEGAL DESCRIPTION:

THE EAST 50.00 FEET OF THE NORTH 30.00 FEET OF THE SOUTH 140.00 FEET OF THE NORTH ONE-HALF (N-1/2) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST.

SAID LANDS SITUATE WITHIN PALM BEACH COUNTY, FLORIDA.



NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
- 2) THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE NORTH AMERICAN DATUM 1983 (ADJUSTMENT OF 1990), THE EAST LINE OF THE NORTH ONE-HALF (N - 1/2) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST AS ESTABLISHED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT, HAVING A BEARING OF N02°00'09"E.

HELLER WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.S. NO. 3449

BY: DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 5118

DATED: 4-12-2006
WORK ORDER NO. 15457.003

SHEET 1 OF 1 SHEETS

FILE NO. 06-15365-SS

Heller - Weaver and Sheremeta, inc.
Engineers ... Surveyors ... Planners



LB. NO. 3449

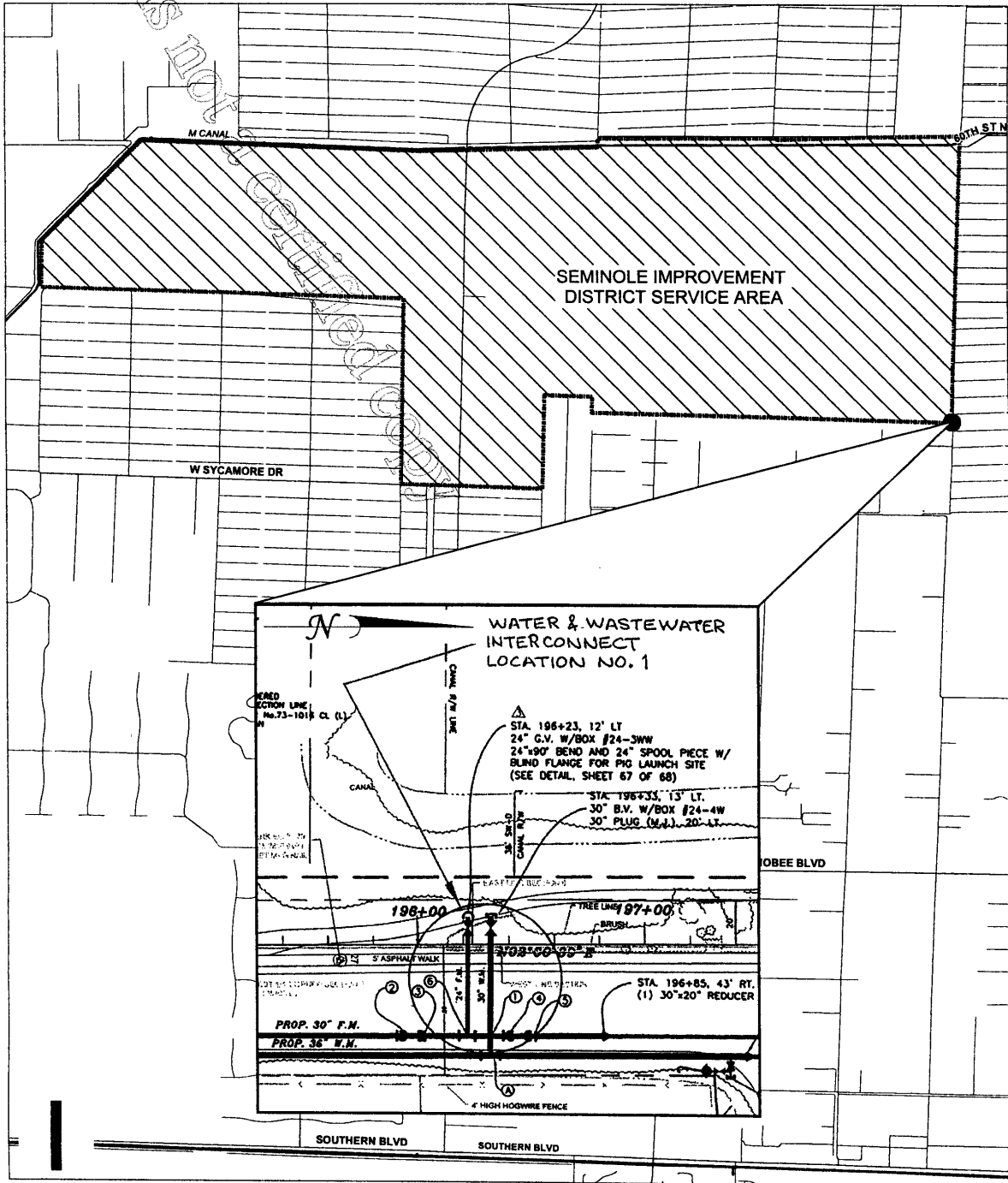
310 S.E. 1st Street, Suite 4
Delray Beach, Florida 33483
(561) 243-8700 - Phone
(561) 243-8777 - Fax

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EXHIBIT 12-A MAP OF COUNTY BULK POTABLE WATER DELIVERY AND BULK WASTEWATER COLLECTION LOCATIONS



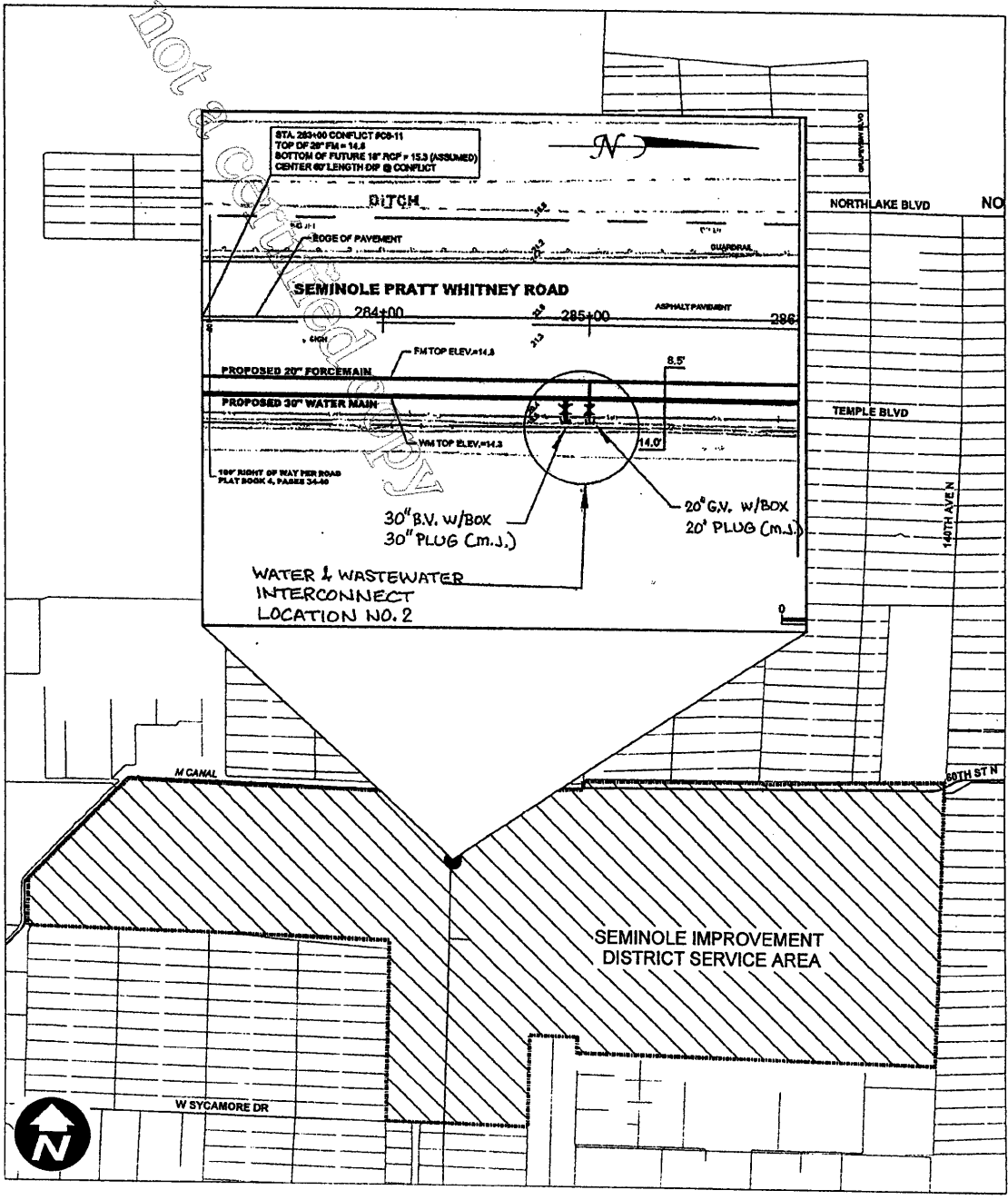
EXHIBIT 12-B
COUNTY BULK POTABLE WATER DELIVERY AND
BULK WASTEWATER COLLECTION LOCATION No. 1



This is not a contract

This is not a contract

EXHIBIT 12-C COUNTY BULK POTABLE WATER DELIVERY AND BULK WASTEWATER COLLECTION LOCATION No. 2



**EXHIBIT 13
DISTRICT MASTER PLAN**

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SEMINOLE WATER CONTROL DISTRICT
Water and Sewer Utility
Master Plan
November 8, 1996

This report is prepared in response to the requirement of the Site Plan Approval (Petition No. CA 95-107) Conditions of Approval, Exhibit C, Item F.2. Planning for Phase I of water and wastewater treatment plant construction.

Water Treatment Plant

The water treatment process is low pressure reverse osmosis (R.O.) also referred to as membrane softening. The groundwater in the vicinity has high levels of salt which limits the treatment options. R.O. lends itself to be installed in reasonably small increments so it is not necessary to over build treatment capacity as is the case with most other processes. The operations building will be designed to house the entire projected capacity. Water storage facilities do not lend themselves to small increments so each water storage tank will cover several incremental increases in capacity.

The total projected water use in the development is:

$$12,000 \text{ units} \times 200 \text{ gpd} = 2.4 \text{ million gallons per day}$$

The projected offsite water use will be:

$$6,000 \text{ units} \times 200 \text{ gpd} = 1.2 \text{ mgd}$$

The basis for water plant design is 1.25 times the average water use or 3.0 MGD and 1.5 MGD, respectfully. The ultimate water plant capacity is therefore projected at 4.5 MGD.

The proposed capacities of the plant expansions are:

Phase I	60,000 Gallons Per Day (GPD)
Phase II	100,000 GPD
Phase III	0.5 Million Gallons Per Day (MGD)
Phase IV	1.0 MGD

Williams, Hatfield & Stoner, Inc.
Seminole Water Control District

1

November 8, 1996
Master Plan

P-24

Phase V	1.5 MGD
Phase VI	2.0 MGD
Phase VII	2.5 MGD
Phase VIII	3.5 MGD
Phase IX	4.5 MGD

The capacities listed are the total capacity after expansion.

Raw Water Supply

The source of raw water for the utility will be shallow wells. Each well is expected to produce between 100 and 200 gallons per minute. The ultimate 4.5 MGD of capacity will therefore require 25 to 30 wells. The wells will be spread throughout the District and connected to the plant through a piping system. The wells will generally have to be at least 500 feet apart.

Wastewater Treatment Plant

The treatment process in the first phase of plant development is the extended aeration mode of activated sludge. The treated effluent will be discharged to a series of percolation ponds which allow the treated water to recharge the groundwater table. The ultimate treatment process will provide additional treatment which will allow the treated effluent to be irrigated, initially to the citrus through the existing drip irrigation system and ultimately to all residential, commercial and public areas in the District.

The flow projections are based on a flow of 200 gallons per day per unit. This is the same flow used for determining water treatment capacity except that no peaking factor is applied. This produces a conservative flow and further analysis should be done as the development progresses to provide for proper expansion. The projected flow from the District is:

$$12,000 \text{ units} \times 200 \text{ gpd} = 2.4 \text{ MGD}$$

At this point we are assuming that the sewer service to areas outside the District will be very limited. A value of 0.6 MGD representing 3,000 additional connections has been used in this evaluation giving a total capacity of 3.0 MGD.

The phasing for the wastewater treatment is different, in capacity intervals, than the water treatment plant because it is not as feasible to cut the facility into as small of expansion increments without compromising ease of operation. It is also not cost effective to subdivide the construction into too small of pieces.

The phases of development are proposed as follows:

Phase I	60,000 Gallons Per Day
Phase II	100,000 Gallons Per Day
Phase III	0.5 Million Gallons Per Day (MGD)
Phase IV	1.0 MGD
Phase V	2.0 MGD
Phase VI	3.0 MGD

The capacities listed are the total capacities after expansion.

Wastewater Treatment Unit Processes

The wastewater treatment plant will treat the sewage to an extent that the effluent will meet standards which allow it to be used for public access irrigation. The individual process include:

Screening

All collected sewage is pumped into the plant by individual pump stations located throughout the service area. The sewage is initially discharged through a screening device which removes any large objects which can plug pumps or create operational problems. For small plants this is accomplished with a manually cleaned bar screen. At some point, which this plant may never reach, the screens should be mechanically cleaned.

The screening facility should also be designed to collect any sand and grit. The grit holding area should be easy to clean so it is not allowed to build up. Again, in large plants this is automated but in the size this plant will reach it is not necessary because it should not receive much sand or gravel because all sewers are new and the sewer pipe presently used has eliminated the potential for leaks that sewer pipe even 20 years ago had.

Flow Equalization

Flow equalization is provided to smooth out the flow received from the collection system to a constant flow in the treatment process. Most of the flow into a treatment plant is received in two or three daily peak periods with little entering the plant from midnight to 6:00 a.m. The treatment is a biological process which is adversely affected by variations in flow or waste strength. A flow equalization tank generally will hold approximately 35 to 50 percent of the daily plant capacity. Phase I contains approximately 80 percent of plant capacity because the sewage flow from the schools comes in over a relatively short period of the day.

Activated Sludge Treatment Process

The sewage is treated in a tank which contains a biomass of bacterial which are promoted to consume the organics in the sewage. The biomass is kept active by keeping the tank well mixed and providing enough oxygen, in the form of air, to keep their metabolism active.

The process includes a tank volume of 35 to 100 percent of the plant capacity depending which mode of activated sludge the plant is operating. Mixing and oxygenation is provided by either surface aerators or diffused air. The tank should be configured to avoid short circuiting of the sewage from the inlet to the outlet. It is assumed that diffused air will be utilized in all treatment expansions.

Settling (Clarification)

The biomass from the aeration process must have the water separated from the solids. This is accomplished in some type of quiescent basin where the bacteria biomass settles to the bottom leaving the clarified water at the top. The clarified water is collected in a series of troughs and the water is passed to the next treatment process and the biomass is pumped back to the aeration process to begin this cycle again.

The first two phases of expansion will utilize a hopper bottom gravity settling tank, all other future expansions will use circular clarifiers.

Filtration

The clarified water is filtered to remove most of the remaining solid material in the water. This material is largely bacteria and it must be removed to ensure a high level of disinfection of the treated water (effluent). The filtered effluent must contain less than 5 mg/l of suspended solids to be utilized in public access irrigation.

Filtration was not included in the initial phase of development because high level disinfection is not required if disposal of the effluent is by percolation ponds

Chlorine Contact

The filtered water is injected with a chlorine solution to destroy most of the remaining bacteria and keep any regrowth of bacteria from occurring. The tank must contain a volume of approximately 30 to 40 minutes of flow and promote good mixing.

Effluent Storage

Because the reclaimed water is produced at a consistent rate all day long, but the demand for irrigation water is largely at night, some storage must be provided. Allowances must also be made for extended rainy periods. A minimum of 3 days is required. This storage can be done in ponds or in tanks. We have used tanks for this analysis because it uses less land, but forming lakes for this purpose can be less costly to construct, though they require large areas of land.

Upset Storage

The final product, reclaimed water, must be of the highest quality. There will inevitably be times when the treatment process is upset and will not meet the required standard. For those times a minimum of one days storage must be provided with a means to divert the unacceptable effluent flow to the storage and a way to pump it back to the plant to be retreated. Dedicated storage tanks are proposed but lined lakes can be used. Consideration of type of storage depends on land availability and cost.

Sludge Disposal

There is a significant volume of waste sludge which is produced by the process. The material is commonly utilized for soil stabilization or fertilizer. To concentrate the volume the sludge is settled and the clarified liquid is pumped back to the treatment process. The biomass "stabilizes" over time which reduces its volume and destroys much of the pathogenic bacteria. A total volume of approximately one third of the plant capacity is required to optimize the stabilization and concentrating process. This is generally accomplished in two or more individual tanks which are aerated.

Construction Cost Estimate

A 40 acre site has been dedicated to accommodate the ultimate development of the water and wastewater treatment facilities. The value of this 40 acre site is \$2.0 million.

The development of the water treatment plant has been divided into several phases as follows:

Phase I - 60,000 gallons per day

2 wells	\$15,000
Water Treatment	550,000
Water Storage (50,000 gallons)	45,000
High Service Pumping	50,000
Site Work	100,000
Water Main	<u>150,000</u>
Subtotal	\$760,000 91.0
Engineering/Contingency/ Legal/Fiscal/Permits	<u>15,000</u> <u>\$910,000</u>
Total	1,060,000

Phase II - 100,000 gallons per day (40,000 gpd Addition)

Treatment	\$35,000
Service Pump	<u>25,000</u>
Subtotal	\$60,000
Engineering/Contingency	<u>15,000</u>
Total	\$75,000

Phase III - 0.5 MG (0.4 MGD Addition)

Wells (4)	\$100,000
Raw Water Mains	90,000
Treatment	750,000
Water Storage (0.5 MG)	300,00
Service Pumping	50,000
Building	400,000
Misc. Piping	150,000
Electrical	250,000
Site Work	<u>50,000</u>
Subtotal	\$2,140,000
Engineering/Contingency	<u>\$500,000</u>
Total	3,640,000

Phase IV - 1.0 MGD (0.5 MGD Addition)

Wells (5)	\$125,000
Raw Water Mains	150,000
Treatment	750,000
Service Pump	60,000
Misc. Piping	150,000
Electrical	150,000
Subtotal	\$1,385,000
Engineering/Contingency	<u>\$315,000</u>
Total	\$1,700,000

Phase V - 1.5 MGD (0.5 MGD Addition)

Wells (5)	\$125,000
Raw Water Mains	150,000
Treatment	750,000
Storage (1.0 MG)	500,000
Misc. Piping	150,000
Service Pump	75,000
Electrical	<u>150,000</u>
Subtotal	\$1,900,000
Engineering/Contingency	<u>\$500,000</u>
Total	\$2,400,000

Phase VI - 2.0 MGD (0.5 MGD Addition)

Wells (5)	\$125,000
Raw Water Mains	150,000
Treatment	750,000
Misc. Piping	150,000
Service Pump	75,000
Electrical	<u>150,000</u>
Subtotal	\$1,400,000
Engineering/Contingency	<u>\$350,000</u>
Total	\$1,750,000

Phase VII - 2.5 MGD (0.5 MGD Addition)

Wells (5)	\$125,000
Raw Water Mains	150,000
Treatment	750,000
Misc. Piping	150,000
Service Pump	75,000
Electrical	<u>150,000</u>
Subtotal	\$1,400,000
Engineering/Contingency	<u>\$350,000</u>
Total	\$1,750,000

Phase VIII - 3.5 MGD (1.0 MGD Addition)

Wells (8)	\$200,000
Raw Water Mains	250,000
Treatment	1,500,000
Misc. Piping	250,000
Service Pump	75,000
Storage (1.0 MG)	500,000
Electrical	<u>250,000</u>
Subtotal	\$3,025,000
Engineering/Contingency	<u>\$750,000</u>
Total	\$3,775,000

Phase IX - 4.5 MGD (1.0 MGD Addition)

Wells (8)	\$200,000
Raw Water Mains	250,000
Treatment	1,500,000
Misc. Piping	250,000
Service Pump	75,000
Electrical	<u>150,000</u>
Subtotal	\$2,425,000
Engineering/Contingency	<u>\$575,000</u>
Total	\$3,000,000

Wastewater Development Costs - By Phase

Phase I - 60,000 gpd

Treatment	\$305,000
Effluent Disposal/Site Work	110,000
Force Main	100,000
Subtotal	<u>\$515,000</u>
Engineering/Contingency	<u>\$125,000</u>
Total	\$640,000

Phase II - 100,000 gpd (40,000 gpd Addition)

Filtration	\$115,000
Upset Storage	100,000
Effluent Storage	300,000
Effluent Pumping	<u>25,000</u>
Subtotal	\$540,000
Engineering/Contingency	<u>\$110,000</u>
Total	\$650,000

Phase III - 0.5 MGD (0.4 MGD Addition)

Treatment	\$750,000
Clarifiers (2)	200,000
Filters	325,000
Choline Contact	85,000
Reclaimed Water Storage	650,000
Sludge Thickening	200,000
Irrigation Pump Station	220,000
Site Work	<u>25,000</u>
Electrical	<u>250,000</u>
Subtotal	\$2,865,000
Engineering/Contingency	<u>\$635,000</u>
Total	\$3,500,000

Phase IV - 1.0 mgd (0.5 MGD Addition)

Flow Equalization	\$450,00
Filter	125,000
Miscellaneous Piping	75,000
Irrigation Pump	<u>50,000</u>
Subtotal	\$700,000
Engineer/Contingency	<u>\$150,000</u>
Total	\$850,000

Phase V - 2.0 MGD (1.0 MGD Addition)

Treatment	\$1,500,000
Clarifier	85,000
Filter	125,000
Upset Storage	300,000
Reclaimed Water Storage	650,000
Sludge Thickening	200,000
Irrigation Pump	<u>50,000</u>
Subtotal	\$2,910,000
Engineer/Contingency	<u>\$640,000</u>
Total	\$3,550,000

Phase VI - 3.0 MGD (1.0 MGD Addition)

Treatment	\$1,500,000
Filter	125,000
Upset Storage	300,000
Reclaimed Water Storage	650,000
Irrigation Pump	<u>75,000</u>
Subtotal	\$2,650,000
Engineer/Contingency	<u>\$600,000</u>
Total	\$3,250,000

All costs are based on 1996 and should be escalated to the year in which the improvement is made.

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WILLIAMS, MARRAS & STOVER, INC.
 10000 ...
 ...

EDMOND WATER CONTROL DISTRICT
 WATER AND WASTEWATER TREATMENT SITE

LEGEND

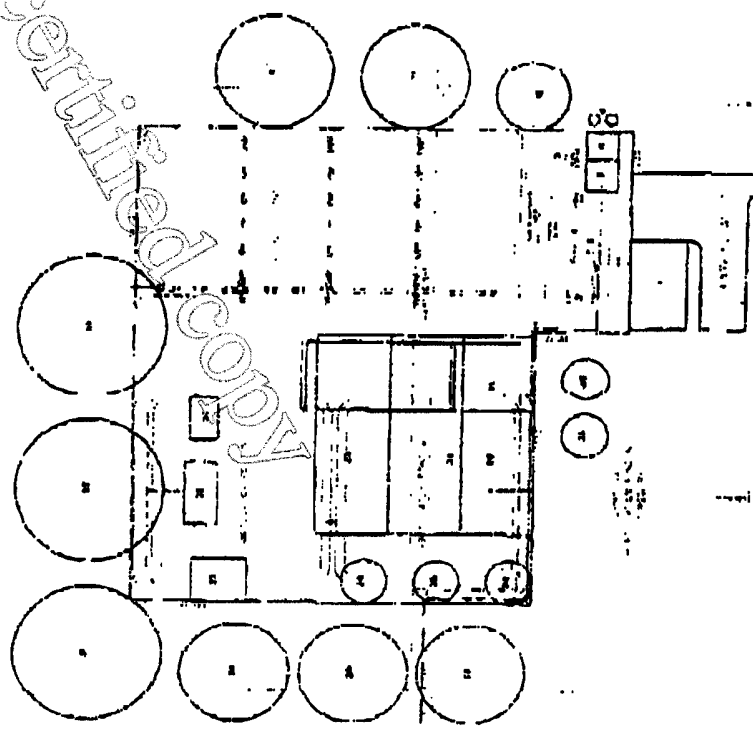
- 1. Phase 4 Operations Building
- 2. Phase 4 Wastewater Treatment Pond
- 3. Phase 4 Water Storage (50,000 gal)

PHASE WATER TREATMENT

- 1. Phase 4 Water Treatment Building
- 2. Phase 4 Clarifier/Coagulator/PAC Treatment
- 3. Phase 4 Decanter/Regeneration Treatment
- 4. Phase 4 Chem-Oil Storage
- 5. Phase 4 Water Storage - 50,000 gal
- 6. Phase 4 Water Storage - 10,000 gal
- 7. Phase 4 Water Storage - 10,000 gal

PHASE WASTEWATER TREATMENT

- 10. Phase 4 BOD MGD - Influent Treatment
- 11. Phase 4 BOD MGD - Effluent Storage
- 12. Phase 4 BOD MGD - Influent Treatment
- 13. Phase 4 BOD MGD - Influent Treatment
- 14. Phase 4 Clarifier
- 15. Phase 4 Clarifier
- 16. Phase 4 Clarifier
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- 37. Phase 4 Clarifier



TOTAL P. 13

**EXHIBIT 14
NOTICE TO RESERVE POTABLE WATER AND/OR
WASTEWATER CAPACITY**

This is not a certified copy

EXHIBIT 14

**NOTICE TO RESERVE POTABLE WATER
AND/OR WASTEWATER CAPACITY**

Seminole Improvement District (District) herewith provides Palm Beach County notice of its request to reserve potable water and/or wastewater capacity, this ___ day, of ___, 20__ in accordance with the terms and conditions of Section 6 of the Interlocal Agreement effective ____, 2006. We respectfully request the County indicate in writing whether the requested capacity is or will be available for the District’s exclusive at the date(s) requested herein.

POTABLE WATER CAPACITY RESERVATION

Potable Water Capacity Reservation ¹	=	_____ mgd
Potable Water Capacity Availability Date ²	=	_____, 20__
Effective Potable Water Capital Charge Rate	=	\$ _____/gallon
Potable Water Capital Charge Calculated for Reservation	=	\$ _____
Initial 50% Potable Water Capital Charge Payment	=	\$ _____
Potable Water Capital Charge Due at Service Availability	=	\$ _____

WASTEWATER CAPACITY RESERVATION

Wastewater Capacity Reservation ³	=	_____ mgd
Wastewater Capacity Availability Date ²	=	_____, 20__
Effective Wastewater Capital Charge Rate	=	\$ _____/gallon
Wastewater Capital Charge Calculated for Reservation	=	\$ _____
Initial 50% Wastewater Capital Charge Payment	=	\$ _____
Wastewater Capital Charge Due at Service Availability	=	\$ _____

NOTICE TO RESERVE

AGREED TO AND APPROVED

District Manager date
Seminole Improvement District

Department Director date
Palm Beach County Water Utilities

¹ Potable Water capacity must be reserved in increments not less than 100,000 gallons per day.

² Capacity Availability Date shall not be less than 90 days from Notice to Reserve Capacity.

³ Wastewater capacity must be reserved in increments not less than 50,000 gallons per day.

**EXHIBIT 15
SAMPLE "ADDITIONAL RESERVE CAPACITY
PAYMENT AGREEMENT"**

This is not a certified copy

EXHIBIT 15 - SAMPLE

**ADDITIONAL RESERVE CAPACITY PAYMENT AGREEMENT
FOR POTABLE WATER AND/OR WASTEWATER CAPACITY**

THIS ADDITIONAL RESERVE CAPACITY PAYMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of ____, 200__, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida whose address is 301 N. Olive Avenue, 12th Floor, West Palm Beach, Florida 33401 (“County”) and the **SEMINOLE IMPROVEMENT DISTRICT**, a Florida Special Taxing District whose address is 4001 Seminole Pratt-Whitney Road, Loxahatchee, Florida 33470 (“District”).

RECITATIONS

1. The County and the District entered into a Interlocal Agreement on April 18, 2006 titled “Interlocal Agreement Between Palm Beach County and the Seminole Improvement District Regarding Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater, and Reclaimed Water Service Areas and Settling Certain Disputes and Lawsuits Between the Parties; and
2. The District has developed a need for water and/or wastewater capacity to fully or partially supplement the District’s utility facilities to provide service to its utility customers within the District Service Area; and
3. The County has agreed to serve as the District’s exclusive bulk water and wastewater utility service provider; and
4. The County and the District established bulk water and wastewater rate schedules based upon a mutually agreed cost of service study for all Capital Charges to reserve capacity for the exclusive use by the District. The bulk potable water capital charge of \$2.84 per gallon of reserved capacity and bulk wastewater capital charge of \$2.33 per gallon of reserved capacity shall be effective until September 30, 2011. The bulk capital charges shall be subject to annual increases starting October 1, 2011.

NOW THEREFORE, for and in consideration of these premises and mutual agreements herein contained, the District requests the following potable water and/or wastewater capacity reservations from the County:

1.0 The recitations above are true, correct, and are incorporated herein.

2.0 POTABLE WATER RESERVATION

Potable Water Capacity Reservation¹ = _____ mgd
Potable Water Capacity Availability Date² = _____, 20__
Effective Potable Water Capital Charge Rate = \$ _____/gallon
Potable Water Capital Charge Calculated for Reservation = \$ _____
Initial Potable Water Capital Charge Payment = \$ _____
Potable Water Capital Charge Due at Service Availability = \$ _____

3.0 WASTEWATER RESERVATION

Wastewater Capacity Reservation³ = _____ mgd
Wastewater Capacity Availability Date² = _____, 20__
Effective Wastewater Capital Charge Rate = \$ _____/gallon
Wastewater Capital Charge Calculated for Reservation = \$ _____
Initial Wastewater Capital Charge Payment = \$ _____
Wastewater Capital Charge Due at Service Availability = \$ _____

4.0 District's Exclusive Use of Reserved Capacity. By entering into this Agreement, the County has determined that it has capacity available for the District's exclusive use. Once the County has received full payment for reserved water and/or wastewater capacity, it will no longer have the right to use that amount of potable water and/or wastewater capacity for providing service to any other County Retail Service or Bulk Service customers.

4.1. In no event will the County use the Reserved Capacity of the District to meet other County potable water and/or wastewater Retail Service and Bulk Service area requirements, if doing so would compromise the operational or service area needs of the District. To the extent that the County uses the Reserved Capacity of the District in a manner that does compromise the ability of the District to provide service to its customers, the County shall be compensated per the terms of Section 6 of the Interlocal Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

¹ Potable Water capacity must be reserved in increments not less than 100,000 gallons per day.
² Capacity Availability Date shall not be less than 90 days from Notice to Reserve Capacity.
³ Wastewater capacity must be reserved in increments not less than 50,000 gallons per day.

This is not a certified copy

IN WITNESS WHEREOF, County and the District have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

PALM BEACH COUNTY

By: _____
County Administrator or Designee

Typed or Printed Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

Typed or Printed Name

WITNESSES:

SEMINOLE IMPROVEMENT DISTRICT:

By: _____
Signature

Typed or Printed Name

Typed or Printed Name

Title

Typed or Printed Name

{ Corporate }
Seal

NOTARY CERTIFICATE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____, of _____, a(n) _____, on behalf of the _____. He/she is personally known to me or has produced ___ as identification.

My Commission Expires: _____

Signature of Notary

Serial Number

Typed, Printed, or Stamped Name

EXHIBIT 16
ADDITIONAL POTABLE WATER QUALITY STANDARDS

Set forth herein are the minimum criteria that water sold and delivered by the County to the District shall satisfy. The criteria are intended to enhance the aesthetic quality and set a higher performance standard than required by State, Local, or Federal Rules and Laws governing potable water quality delivered to a community water system or equivalent thereof, as defined by the State of Florida. Notwithstanding criteria set forth herein, under no circumstance shall the quality of potable water fail to satisfy all applicable Local, State, and Federal Rules, Laws, or Standards.

- Chlorine Residual: To the extent that chlorine is used as a primary or secondary disinfectant, the chlorine residual in the potable water shall be between 0.2 mg/l and 0.4 mg/l at all times at the points of connection(s). The District shall be responsible for maintaining a proper chlorine residual within its piping system.
- Corrosivity: The water shall not exhibit a corrosive nature as evidenced by independent coupon testing. The pH of the water shall not exceed 9.5.
- Hardness: The total hardness of the water shall be between 30 mg/l and 80 mg/l, as calcium carbonate.
- Total Dissolved Solids: The total dissolved solids of the potable water shall not be greater than 250 mg/l.
- Color: The color of the potable water shall be less than 10 platinum cobalt units (PCU) at all times.
- Threshold Odor Number: The Threshold Odor Number of the potable water shall be less than 2.

Except for chlorine residual, sampling to determine compliance with the above shall be the responsibility of the District. The District shall notify the County at least ten working days ahead of intent to perform compliance testing and provide the County with the opportunity to collect a split sample. The sampling frequency and the parameters to be tested at the points of connection shall be at the discretion of the District but shall not be more frequently than two times per year, except chlorine residual. Chlorine residual may be tested daily, unless the results indicate non-compliance or substantive risk of non-compliance.

Should any sample indicate a failure to comply with the criteria set forth herein, the District shall notify the County of the results within ten days of receipt of the sample results. The County shall take immediate corrective treatment measures and notify the District that compliance can now be achieved. In no case shall the corrective measures take longer than 30-days to implement. Upon receipt of this notification the District may re-sample per the above procedure.

If successive sample results exceed any applicable Local, State, and Federal Rules, Laws, or Standards for more than 30 days, the District shall have the right to invoke the Emergency Use Provisions set forth in the Agreement to secure water from an alternate source.

Appendix I

(SID/PBC Reuse Interlocal Agreement)

R 2010 F 06 68

**INTERLOCAL AGREEMENT
FOR PURCHASE AND SALE OF BULK RECLAIMED WATER**

THIS AGREEMENT made and entered into this APR 20 day of 2010, 2010, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and the **SEMINOLE IMPROVEMENT DISTRICT**, a Florida Special Taxing District whose address is 4001 Seminole Pratt-Whitney Road, Loxahatchee, Florida 33470 ("District").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the East Central Regional Wastewater Treatment Facilities ("ECRWTF") is a wastewater treatment facility with a current permitted capacity of 64million gallons per day ("MGD") by the Florida Department of Environmental Protection ("FDEP"), which is jointly owned by five local governments (collectively referred to as "Member Entities"), including the County, and operated by the City of West Palm Beach; and

WHEREAS, pursuant to the 1992 Interlocal Agreement between the Member Entities creating the ECRWTF (County Resolution No. R92-1228D), and the 1999 Participatory Agreement Establishing Duties and Responsibilities Among the City of West Palm Beach, Palm Beach County and the East Central Regional Wastewater Facilities Board for Improvements to the Eastern Central Regional Wastewater Facilities (County Resolution No. R99-1792D), the County has approximately 24.5 MGD of current Wastewater capacity from the ECRWTF; and

WHEREAS, the ECRWTF Operation Board ("ECR Board") entered into an Agreement with the County and the City of West Palm Beach ("ECR Reclaimed Agreement") dated May 20, 2008 (R2008-0907), related to the construction, operation, and maintenance of certain facilities on ECRWTF property for the provision of Reclaimed Water to the Florida Power and Light Company ("FPL") West County Energy Center ("WCEC") and other customers; and

WHEREAS, the County and FPL entered into a Reclaimed Water Agreement ("FPL Reclaimed Agreement") dated May 20, 2008 (County Resolution No. R2008-0906), in which the County agreed to provide the WCEC with Reclaimed Water utilizing certain to-be-constructed facilities, including an expansion to the ECRWTF to produce Reclaimed Water, a reclaimed water pipeline and appurtenant facilities located within and outside of ECRWTF property, and a storage tank and appurtenant facilities located at the WCEC site (said facilities hereinafter collectively referred to as the "Reclaimed Water Project" or "RWP"); and

WHEREAS, under the terms of the ECR Reclaimed Agreement, the ECR Board, and its Member Entities, agreed to allocate certain secondary treated effluent of sufficient quality to the RWP; and

WHEREAS, the ECRWTF is currently generating approximately 40 MGD of secondary treated effluent classified as being available for Reclaimed Water, with approximately 13 MGD reserved for prior contractual commitments of the City of West Palm Beach and Palm Beach County leaving approximately 27 MGD of secondary treated effluent of sufficient quality to be available for the RWP; and

WHEREAS, the total amount of Reclaimed Water that the County is required to make available to FPL as delineated in the FPL Reclaimed Water Agreement is: i) 22.0 MGD annual average daily flow ("ADF") calculated based on a five (5) year rolling average; ii) 4.0 MGD minimum daily flow; and iii) 27.0 MGD peak usage on any day ("FPL Contracted Capacity") during the term of such agreement; and

WHEREAS, actual FPL requirements for firm, Reclaimed Water generated by the RWP ("RWP Reclaimed Water") are expected to vary significantly on an annual cycle with higher cooling water demands occurring at times of higher regional rainfall and consequent lower irrigation needs; and

WHEREAS, the County will make available up to 8 MGD of RWP Reclaimed Water capacity ("Prior Reservation Capacity") to other customers after FPL's Reclaimed Water capacity requirements as delineated in the FPL Reclaimed Water Agreement are fully satisfied, subject to changing conditions and RWP operating experience; and

WHEREAS, the County is making such Prior Reservation Capacity available to other customers on an interruptible, as-available basis, with the consent of FPL; and

WHEREAS, the County has not entered into Prior Reservation Capacity agreements with any other entities as of the date of this Agreement; and

WHEREAS, the County is developing a system of rates, fees and charges for Prior Reservation Capacity and related Reclaimed Water sales; and

WHEREAS, the County and the District entered into an Interlocal Agreement between Palm Beach County and the Seminole Improvement District ("2006 Interlocal Agreement") dated April 18, 2006 (County Resolution No. R2006-0732) that, among other things, anticipated joint planning and operation of a regional reclaimed facility that would be treating District and other wastewater to a reclaimed standard; and

WHEREAS, the District has built its own Reclaimed Water system ("District Reclaimed Water System") but benefits by reserving, as additional capacity, a portion of interruptible, as-available RWP Reclaimed Water in accordance with its forecasted Reclaimed Water requirements; and

WHEREAS, in order to construct the RWP, the County must cross the M-2 Canal which is owned by the District and, as compensation to allow the County to cross the M-2 Canal pursuant to a District Permit, the County shall make Reclaimed Water available to the District from the RWP Project on a first priority basis after the delivery of Reclaimed Water in accordance with the amount of FPL Contracted Capacity to FPL; and

WHEREAS, RWP Reclaimed Water will be useful to the District for agricultural, residential and/or commercial purposes; and

WHEREAS, other customers may, subsequent to the District, contract with the County for interruptible as available RWP Reclaimed Water that would be second in priority to those demands of the District as outlined in this Agreement.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, the County and the District hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the same term as the FPL Reclaimed Water Agreement, the initial term of which will expire on December 31, 2041.

If the FPL Reclaimed Agreement is renewed by FPL (the "FPL Renewed Reclaimed Agreement") and such renewal reflects substantially similar or more favorable terms associated with the ability of FPL to receive RWP Reclaimed Water at rates in effect in accordance with this Agreement which is generally consistent to the rates contained in the FPL Reclaimed Agreement, this Agreement shall renew for the same term as contained in the FPL Renewed Reclaimed Agreement. If the FPL Renewed Reclaimed Agreement is substantially modified or substantially different than the current FPL Reclaimed Agreement, the District shall have the option of i) renewing the Agreement for the same term as referenced in the FPL Renewed Reclaimed Agreement at rates that shall not be any higher expressed on a percent increase over the District's most recent rate than FPL's percentage increase over their most recent rate and with the same priority as listed in this Agreement or ii) not renewing this Agreement. The non-renewal of this Agreement shall result in the District losing the priority status for Prior Reservation Capacity as contained in this Agreement, as may be amended or supplemented from time to time.

3. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved by the Palm Beach County Board of County Commissioners.

4. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

“2009 Renewal and Replacement (R&R) Account” means the account established by the County in the Renewal and Replacement Fund, previously established by the County pursuant to the adoption of County Resolution No. R-84-1206 in support of the County’s issuance of utility revenue bonds for its water and wastewater system, for which the County will deposit all amounts received from FPL and any Prior Reservation Capacity Customer for that component of RWP Reclaimed Water Fee that is associated with making deposits for the funding of renewals, replacements, repairs, and / or capital improvements with respect only to the RWP which shall be maintained by the County throughout the term of the Agreement. Reference is made to County Resolution No. R-84-1206 as duly adopted by the County, as amended and supplemented and particularly as supplemented by Resolution No. R-2009-0800, providing for the issuance of and determining certain details of the Water and Sewer Revenue Bonds, Series 2009 (FPL Reclaimed Water Project) by the County.

“Agreement” means the Interlocal Agreement for purchase and sale of Bulk Reclaimed Water between the County and the District.

“ADF” has the meaning set forth in the Recitals to this Agreement.

“Carrying Cost Component” has the meaning set forth in Section 11 of this Agreement.

“Change in Law” means any change in Federal or state laws, rules, regulations, or requirements or any change in local laws, rules, regulations directly required due to the imposition of Federal or state laws, rules, regulations, or requirements which occurs after the Effective Date and which has a direct material adverse effect upon the cost to the County to produce the Reclaimed Water in accordance with the standards set forth in this Agreement.

“Change in Law Modification” has the meaning set forth in Section 14 of this Agreement.

“District Change in Law Facilities” has the meaning set forth in Section 14 of this Agreement.

“District Point of Connection” means the downstream location where the RWP is connected with the District’s Reclaimed Water System, as shown in Exhibit “B” to Seminole Improvement District Permit SID 10-01, a copy of said Permit being attached hereto and incorporated herein as **Exhibit “A”**. The RWP shall include the master meters and related appurtenances located at the District Point of Connection, with said master meters being utilized to measure the flow of Reclaimed Water to the District.

“District Point of Connection Facilities” has the meaning set forth in Section 12 of this Agreement.

“District Reclaimed Water System” means the system owned and/or operated by the District for the production, transmission and distribution of Reclaimed Water within the District

Service Area, said system being located on the District's side of the Point of Connection.

"District Service Area" means the legislative boundaries of the District as of the Effective Date of this Agreement, which are described in Exhibit "B", which is attached hereto and incorporated herein.

"ECR Board" has the meaning set forth in the Recitals to this Agreement.

"ECR Reclaimed Agreement" has the meaning set forth in the Recitals to this Agreement.

"ECRWTF" has the meaning set forth in the Recitals to this Agreement.

"Effective Date" has the meaning set forth in Section 3 of this Agreement.

"FDEP" has the meaning set forth in the Recitals to this Agreement.

"Firm Reclaimed Service" means Reclaimed Water capacity resulting from the RWP intended to be available at all times during the period covered in accordance with the capacity requirements and commitments and delivery term as delineated in the FPL Reclaimed Agreement and that such capacity will be available on a first priority basis before providing Interruptible Reclaimed Service from the RWP. The County will have only one customer receiving Firm Reclaimed Service from the RWP during the term of this Agreement which customer is FPL.

"FPL" has the meaning set forth in the Recitals to this Agreement.

"FPL Contracted Capacity" has the meaning set forth in the Recitals to this Agreement.

"FPL Reclaimed Agreement" has the meaning set forth in the Recitals to this Agreement.

"FPL Renewed Reclaimed Agreement" has the meaning set forth in Section 2.

"Full Cost Fee" means the fee designed to recover the full cost of the design, permitting, construction, operation, maintenance, renewal and replacement of the RWP. The Full Cost Fee represents the sum of: i) the Prior Reservation Capacity Fee and ii) the RWP Reclaimed Water Fee.

"Interruptible Reclaimed Service" means Reclaimed Water capacity provided from the RWP which is subject to curtailment or cessation of delivery by the County at any time in order to only provide Firm Reclaimed Service to FPL in accordance with the FPL Reclaimed Water Agreement. To the extent the Reclaimed Water Capacity is not desired to be used by FPL, such capacity shall become available to provide Interruptible Reclaimed Service to any Prior Reservation Capacity Customer, including the District, in accordance with the schedule of priority deliveries developed by the County described in Sections 9 and 10.

“M-2 Crossing Facilities” has the meaning set forth in Section 12.

“Market Discount” has the meaning set forth in Section 13 of this Agreement.

“MGD” has the meaning set forth in the Recitals to this Agreement.

“O&M/R&R Component” has the meaning set forth in Section 11 of this Agreement.

“Point of Connection” means the location where the RWP is connected to a Prior Reservation’s Capacity Customer’s Reclaimed Water System. The Point of Connection shall be immediately downstream of the master meters and related appurtenances with said master meters being utilized to measure the flow of Reclaimed Water to the respective Prior Reservation Capacity Customer.

“Prior Reservation Capacity” is the volume of Reclaimed Water capacity expressed on an ADF basis from the RWP reserved by and allocated to an entity by the County pursuant to an executed Prior Reservation Capacity Agreement.

“Prior Reservation Capacity Customer” means any entity that has entered into a Prior Reservation Capacity Agreement with the County for Prior Reservation Capacity.

“Prior Reservation Capacity Date” is the latest date on which a Prior Reservation Capacity Agreement is signed by both the County and the entity requesting Prior Reservation Capacity.

“Prior Reservation Capacity Fee” means the fee expressed on a dollar per 1,000 gallons basis required to reserve each 1,000 gallon/day increment of Prior Reservation Capacity in the RWP. This fee shall be charged to each Prior Reservation Capacity Customer regardless if Reclaimed Water is delivered to such Prior Reservation Capacity Customer.

“Reclaimed Water” means Wastewater effluent that has been treated and is permitted by the FDEP.

“Reclaimed Water Project” or “RWP” has the meaning set forth in the Recitals to this Agreement.

“RWP Reclaimed Water” means Reclaimed Water that is produced and transmitted to District utilizing the RWP. The RWP Reclaimed Water shall meet all applicable standards for Wastewater effluent treated to meet non-potable needs as required for discharge on to Public Access Use areas, in accordance with Chapter 62-610, Part III, Florida Administrative Code, as may be amended from time to time.

“RWP Reclaimed Water Fee” means the fee expressed on a dollar per 1,000 gallons basis of RWP Reclaimed Water to be charged for the delivery of Reclaimed Water as measured by metering at the Prior Reservation Capacity Customer’s respective Point of Connection. The RWP Reclaimed Water Fee includes the sum of i) O&M/R&R Component and ii) the

Capital Carrying Component. The Prior Reservation Capacity Fee is not included in the RWP Reclaimed Water Fee.

“Service Initiation Date” means the date the County notifies a Prior Reservation Capacity Customer that the County can begin to provide RWP Reclaimed Water service for sale to such customer through the customer’s respective Point of Connection.

“Wastewater” means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from dwelling units, commercial establishments and manufacturing units, whether treated or untreated.

5. County/Member Entities Commitment to Reclaimed Water Plant. As set forth in Exhibit “B” to the ECR Reclaimed Agreement, with the exception of 3 MGD allocated to the County’s Reclaimed Water facilities located at Century Village-West Palm Beach, the County has agreed to allocate 100% of its proportionate share of ECR treated effluent to the RWP. As also set forth in Exhibit “B” to the ECR Reclaimed Agreement, The City of Lake Worth, the City of Riviera Beach, and the Town of Palm Beach have agreed to allocate 100% of their proportionate share of ECR treated effluent to the RWP.

6. Scope of Agreement. The County agrees to furnish, and the District agrees to purchase, RWP Reclaimed Water in accordance with the terms and conditions of this Agreement. The RWP Reclaimed Water service shall be interruptible, in accordance with the protocol set forth in Sections 9 & 10 of this Agreement. The RWP Reclaimed Water shall be delivered by the County to the District Point of Connection at a minimum pressure of 40 pounds per square inch at a minimum 27 MGD flow rate, which is equal to the maximum capacity allocable to FPL.

7. Prior Reservation Capacity. The District is granted, at no cost, a Prior Reservation Capacity of 3.85 MGD RWP Reclaimed Water. Subject to the Section 9 conditions, the County will make available to the District this Prior Reservation Capacity in accordance with the following Prior Reservation Capacity schedule:

Prior Reservation Capacity Schedule	Year (Beginning January 1 st)
0.70 MGD	2013
1.45 MGD	2015
2.85 MGD	2017
3.85 MGD	2025

Recognizing the County’s availability of Reclaimed Water and to assist the County in the long-term scheduling of the deliveries of Reclaimed Water to the District, the District’s Prior Reservation Capacity will be available as set forth in the above table. District shall have the right to add additional Prior Reservation Capacity to the Prior Reservation Capacity commitment as identified in this Agreement at no cost to the District, on an interruptible, as-available basis, for any amount of wastewater delivered to the County by the District solely from the District Service Area for treatment, pursuant to the following conditions: (1) the wastewater is treated at the ECRWTF; (2) the District pays applicable wastewater capacity and volume charges as defined in the 2006 Settlement Agreement between the County and the

District; (3) the RWP is capable of treating the Wastewater and conveying the resultant Reclaimed Water to the District; and (4) the District is willing to accept the additional Reclaimed Water Capacity. The Prior Reservation Capacity of the 3.85 MGD and the amount of Prior Reservation Capacity that is earned pursuant to wastewater deliveries as described above together will be the District's Prior Reservation Capacity of this Agreement and is granted to the District by the County as full payment of all fees associated with the permit described in Section 12 of this Agreement. The Reclaimed Water will be provided on an Interruptible Reclaimed Service basis and will have the highest and first priority as Interruptible Reclaimed Service with respect to any and all Prior Reservation Capacity Customers that may request Interruptible Reclaimed Service from the RWP from the County. The Prior Reservation Capacity Date for the District Prior Reservation Capacity shall be the Effective Date of this Agreement.

8. Additional Prior Reservation Capacity. The District may request additional Prior Reservation Capacity above such amounts as identified in Section 7 of this Agreement at a later date by entering into a new Prior Reservation Capacity Agreement and paying all applicable Prior Reservation Capacity Fees; however, the Prior Reservation Capacity Date of any future requested incremental additional Prior Reservation Capacity shall be the Effective Date of the new Prior Reservation Capacity Agreement. The execution of an additional Prior Reservation Capacity Agreement will not affect the prior status of the Prior Reservation Capacity granted by the County to the District pursuant to this Agreement; any additional Prior Reservation Capacity will be considered as incremental capacity and will have a priority delivery position immediately following the priority schedule for all then available Prior Reservation Capacity Customers that have an effective Prior Reservation Capacity Agreement with the County. If the additional Prior Reservation Capacity is not available on a reasonably reliable basis, the County shall notice the District as to the County's inability to supply the requested incremental Prior Reservation Capacity.

The County may enter into other Prior Reservation Capacity agreements with other customers for Interruptible Reclaimed Service from the RWP. The County will not enter into any future Prior Reservation Capacity agreements that would result in i) additional Firm Reclaimed Service being provided to any future customer, including FPL, above the FPL Contracted Capacity as of date of this Agreement or ii) would result in the inability to provide the District the Prior Reservation Capacity as contracted by the County pursuant to this Agreement.

At the County's sole discretion and based on the availability of Reclaimed Water from the RWP, the County may provide RWP Reclaimed Water to the District in an amount over and above the total of the Prior Reservation Capacity (as determined on an ADF basis). On or after each anniversary date of the Service Initiation Date, the County will calculate the District's ADF for the prior year. If the District's ADF is greater than the District's Prior Reservation Capacity the District shall pay the Prior Reservation Capacity Fee of \$0.13 for each 1,000 gallons of excess capacity used above the total Prior Reservation Capacity.

9. Priority of RWP Reclaimed Water Service.

The County shall be required to provide Reclaimed Water to FPL in an amount equal to the FPL Contracted Capacity, which shall have priority over the Prior Reservation Capacity of the

District. This Agreement is the first agreement entered into by the County for Prior Reservation Capacity with a Prior Reservation Customer and therefore the Prior Reservation Capacity as reserved under this Agreement by the District shall have first priority for Interruptible Reclaimed Service over all future Prior Reservation Capacity Customers and their requested Prior Reservation Capacity commitments that contract for Prior Reservation Capacity after the Effective Date of this Agreement.

10. RWP Reclaimed Water Delivery. Subject to the Section 9 conditions, the District shall be entitled to receive the daily RWP Reclaimed Water volume not to exceed the Prior Reservation Capacity, as calculated on a rolling twelve-month average annual flow basis. Following the Service Initiation Date, District shall provide a weekly, or at such intervals as may be mutually agreed, report to the County forecasting their estimated RWP Reclaimed Water needs for the upcoming week. District shall coordinate the timing of these weekly reports with County staff. Delivery of RWP Reclaimed Water shall be ranked by the County among all holders of Prior Reservation Capacity based on the priority schedule based on the effective date of each Prior Reservation Agreement executed with the County. The ranking schedule shall include the weekly estimate of RWP Reclaimed Water needs (expressed on a volumetric per thousand gallons basis) as provided by each Prior Reservation Capacity Customer and estimated delivery schedules for each 24-hour period in the week. To the extent that a Prior Reservation Capacity Customer does not provide a weekly estimate of RWP Reclaimed Water to the County, then the amount subject to delivery will be set at the prior week's delivery amount. At the sole discretion and expense of the District, District may construct and utilize Reclaimed Water storage, pumping, or holding facilities to optimize the deliveries of Reclaimed Water.

11. RWP Reclaimed Water Fee – The RWP Reclaimed Water Fee shall be \$0.51 per 1,000 gallons delivered by the County to the District Point of Connection. The RWP Reclaimed Water Fee is composed of the following fees: (1) a fixed and variable ECRWTF operations and maintenance fee of \$0.28 per 1,000 gallons (the “O&M Component”); (2) a fixed renewal and replacement fee of \$0.10 per 1,000 gallons (the “R&R Component” and collectively with the O&M Component, the “O&M/R&R Component”); and (3) a fee for the carrying cost of the construction debt of the RWP (the “Carrying Cost Component”) of \$0.13 per 1,000 gallons. The initial RWP Reclaimed Water Fee shall be fixed at \$0.51 through December 31, 2015. Beginning on January 1, 2016, the O&M/R&R Component of the RWP Reclaimed Water Fee may be increased annually by the County by no more than the lesser of: (a) seventy-five percent (75%) of the Water and Sewer Maintenance Consumer Price Index (measured from July to July) published by the U.S. Bureau of Labor Statistics or (b) three and one-half percent (3.5%), rounded to the nearest cent. The Carrying Cost Component of the RWP Reclaimed Water Fee shall remain fixed for the term of the Agreement, except as may be modified in accordance with this Section 11, Section 13, and Section 14 of this Agreement.

To the extent that the County has prompted, after the Effective Date, an extraordinary call or refinances any bonds, loans, or other debt outstanding on which the then current Carrying Cost Component is based, the District shall receive a reduction in the Carrying Cost Component of the rate based on the net change in the average carrying cost of the construction debt, which will be prospectively applied by the County.

12. District Approval of County's Use of M-2 Canal Property. Attached hereto and incorporated herein as **Exhibit "A"** is a permit issued by the District to the County granting the County's use of the right-of-way to cross the M-2 Canal and approving the construction and operation, and maintenance of 1) a portion of the RWP crossing the M-2 Canal right-of-way ("M-2 Crossing Facilities") and 2) the County improvements required to connect the RWP to the District's Reclaimed Water System, as shown in Exhibit B to the permit ("District Point of Connection Facilities"). This permit shall become effective on the Effective Date of this Agreement and, contingent upon the County's continued compliance with the terms of the permit, shall remain in effect until such time that the M-2 Crossing Facilities and/or the District Point of Connection Facilities are no longer operating and are removed or abandoned in place.

13. Market Discount. The County retains the authority to set the Full Cost Fee for any other Prior Reservation Capacity Agreement for Interruptible Reclaimed Service from the County from the RWP. The Full Cost Fee shall be uniform, non-discriminatory and established by the County. The County reserves the right to apply a discount to the Full Cost Fee to maximize usage of RWP Reclaimed Water ("Market Discount"). To the extent that any Market Discount results in a net rate billed by the County to another Prior Reservation Capacity Customer for RWP Reclaimed Water at a lower RWP Reclaimed Water Fee than that provided for in this Agreement, the District shall be entitled to receive an adjustment to the RWP Reclaimed Water Fee in order to produce the same RWP Reclaimed Water Fee, subject to any terms, conditions, or restrictions attached to the Market Discount.

14. Change in Law Procedure.

A. Upon the occurrence of a Change in Law, the County shall assess the technical feasibility of continuing to provide Reclaimed Water from the RWP. If the County determines that it is technically feasible to continue to provide Reclaimed Water in accordance with the Change in Law, the following procedure shall apply. Either prior to or following the occurrence of a Change in Law, the County will notify the District of the Change in Law, any associated modifications to the RWP required as a result of the Change in Law, the modified Full Cost Fee resulting from the modifications to the RWP, the proposed specific change to the District's RWP Reclaimed Water Fee ("Change in Law Modification"), and the schedule for imposition of the Change in Law Modification. Any change in the RWP Reclaimed Water Fee resulting from a Change in Law Modification shall be applied prospectively by the County. All fees billed to the District will be based on the Interruptible Reclaimed Service as metered at the District Point of Connection; in no event will the Prior Reservation Capacity Fee increase as a result of the Change in Law Modification.

B. A modification associated with a Change in Law may be required for the provision of Firm Reclaimed Service only, for the provision of Interruptible Reclaimed Service only, or for the provision of both Firm Reclaimed Service and Interruptible Reclaimed Service. The following provisions shall govern these various scenarios:

1. For any modification that is required solely for the provision of Firm Reclaimed Service and which does not change the ability to supply Interruptible Reclaimed Service, the Full Cost Fee charged to the District shall be determined

in accordance with the cost recovery and rate provisions contained in the FPL Reclaimed Agreement which has been relied upon in the determination of the Full Cost Fee for Interruptible Reclaimed Service in this Agreement.

2. Any modification that is required solely for the provision of Interruptible Reclaimed Service will result in the addition of a Capital Cost Component to be added to the Full Cost Fee. The Capital Cost Component will represent a rate expressed on a \$/1,000 gallons basis equal to the allocable cost of the modification divided by i) the total Prior Reservation Capacity for all Interruptible Reclaimed Service customers served by the RWP expressed on an annual average daily flow (MGD) basis multiplied by ii) the number of days in the year. The modification to the Full Cost Fee components (Carrying Cost Component, O&M Component, and R&R Component) shall be in accordance with Section C below.

3. To the extent that a modification is required to meet the Reclaimed Water service requirements for both Firm Reclaimed Service and Interruptible Reclaimed Service, the County will first allocate the cost of the modification between the Firm Reclaimed Service and Interruptible Reclaimed Service requirements. A Capital Cost Component, based on the allocation between Firm Reclaimed Service and Interruptible Reclaimed Service, shall be added to the Full Cost Fee. The Capital Cost Component will represent a rate expressed on a \$/1,000 gallons basis equal to the allocable cost of the modification divided by i) the total Prior Reservation Capacity for all Interruptible Reclaimed Service customers served by the RWP expressed on an annual average daily flow (MGD) basis multiplied by ii) the number of days in the year. The modification to the Full Cost Fee components (Carrying Cost Component, O&M Component, and R&R Component) shall be in accordance with Section C below, and shall be based on the allocation of the cost of the modification between the Firm Reclaimed Service and Interruptible Reclaimed Service requirements.

C. With consideration of the specific scenarios in the above Section B, the change in the Full Cost Fee charged to the District for the use of the RWP and for the delivery of Interruptible Reclaimed Service shall be determined as follows:

1. The net change in the Carrying Cost Component, which will be based on the net change in the average carrying cost of construction debt for the required modification based on i) a minimum 30-year amortization or repayment period; ii) the actual average interest rate incurred by the County associated with the financing of the construction of any additional utility plant solely as required by the modifications; and iii) a denominator equal to the annual RWP Reclaimed Water sales assuming the greater of a) 22.0 MGD multiplied by the days in a year or b) the sum of the actual RWP Reclaimed Water sales for Firm Reclaimed Service expressed on an MGD basis for the most recent twelve months and the total Prior Reservation Capacity allocated to all Customers securing Interruptible Reclaimed Service.

2. The net change in the O&M Component associated with the modifications expressed on a \$/1,000 gallons basis identified for the first full fiscal year of operation of the modifications.

3. The R&R Component of the Full Cost Rate will be adjusted to reflect any required modifications and shall be expressed on a \$/1,000 gallons basis and determined based on the application of a cost recovery rate in accordance with the design life of the required modification divided by the annual RWP Reclaimed Water sales.

D. To the extent that a modification is required to provide Interruptible Reclaimed Service, the District shall have the right to provide treatment facilities within the District's Reclaimed System ("District Change in Law Facilities") that would be able to provide the required increased standard of treatment for the continued purchase of Interruptible Reclaimed Service through the RWP in lieu of paying the County the Change in Law Modification. If the District chooses this alternative, the RWP Reclaimed Water Fee as delineated in the Agreement shall remain in effect, the District shall construct and operate said District Change in Law Facilities, and no Change in Law Modification will be allocated to the District.

E. The County and District may mutually determine that a combination of a modification to the RWP and the creation of District Change in Law Facilities is the best option to comply with a Change in Law. In such a scenario, the County and District shall use the above stated principles to mutually determine the appropriate Change in Law Modification.

F. Any initial change to the RWP Reclaimed Water Fee caused by a Change in Law Modification shall not be limited based on the indexes set forth in Section 11.

G. Upon notice of a Change in Law Modification from the County, District may: (1) agree to the imposition of the Change in Law Modification; (2) elect to provide and operate District Change in Law Facilities as stated in Section D above; (3) elect, with County agreement, to a combination as stated in Section E above; or (4) elect to terminate this Agreement upon written notice to the County. The County shall have no obligation to provide Reclaimed Water to the District following a Change in Law unless the District agrees to the imposition of the Change in Law Modification, the District provides and operates the District Change in Law Facilities as set forth in Section D above, or the County and District agree to a combination as set forth in Section E above. Termination of the Agreement under this Section 14 shall not terminate the permit set forth in **Exhibit "A"**.

15. Termination by County upon Permanent Cessation of Operations of ECRWTF/RWP. The parties agree that this Agreement is intended to coincide with the term of the operation of the ECRWTF and the RWP. The parties further agree that the County shall have no obligation to continue the provision of RWP Reclaimed Water under this Agreement following the permanent cessation of the operation of the ECRWTF or the RWP. Therefore, if, at any time during the term of this Agreement, and for any reason whatsoever, the ECRWTF and/or the RWP permanently cease operation, then the County shall have the right

to immediately terminate this Agreement upon written notice to District. District and County hereby release and hold each other harmless from any claims and damages based upon termination under this Section 15 of the Agreement.

16. Additional Responsibilities of the District. The District shall provide for the design and construction of the District Reclaimed Water System up to the District Point of Connection. The District shall be responsible for the securing of any permits or other approvals required for the design and construction of the District Reclaimed Water System. The District shall be responsible for the continuing operation, maintenance, renewal and replacement of the District Reclaimed Water System. In addition, and for the term of this Agreement, to the extent that the District Point of Connection is located on District Property, the District will provide the County with the necessary permit as detailed in Section 12 of this Agreement to construct, operate and maintain the County facilities located at the District Point of Connection. In addition, and for the term of this Agreement, District shall provide the County with access to the District water treatment plant or other mutually agreed location for the purpose of installing, operating, and maintaining a read-only SCADA node. In the event of a Change of Law Modification that results in the District providing additionally required treatment, the District shall provide assurance to the County of compliance with those applicable laws, regulations, and rules applicable to the County as the seller of the Reclaimed Water by the Change in Law.

17. Additional Responsibilities of the County. County shall be responsible for the design, construction, operation, maintenance, renewal, and replacement of all necessary facilities to deliver RWP Reclaimed Water to the District, including the design and construction of the facilities located at the District Point of Connection, which will include, but not be limited to, piping, meter vault and meter, SCADA facilities, and other related facilities that will be adequate to meet the Prior Reservation Capacity requirements as delineated in this Agreement, including the recognition of peak day and peak hour delivery conditions assuming prudent utility planning parameters. Such facilities will be owned and maintained by the County and will be a component of those facilities that shall be replaced by use of the 2009 R&R Account funded from the annual Firm Reclaimed Service fees billed by the County to FPL and annual Interruptible Reclaimed Service fees billed by the County to Prior Reservation Capacity Customers, including the District, for use of the RWP as provided in this Agreement and as contemplated in the FPL Reclaimed Agreement.

18. Service Areas. The RWP Reclaimed Water provided to the District under this Agreement shall be utilized only within the District Service Area. The District shall not use the RWP Reclaimed Water provided under this Agreement outside the District Service Area, nor shall the District sell, assign, or otherwise transfer the RWP Reclaimed Water provided under this Agreement to any other party for use outside of the District Service Area, without the prior written consent of the County.

19. Payment of Bills. The County will bill the RWP Reclaimed Water Fee, including the application of any applicable Market Discount, to the District on a monthly basis. The District agrees to pay the monthly RWP Reclaimed Water Fee to the County within thirty (30) days from the date the bill is rendered by the County. A past due notice will be mailed by the County

to the District after thirty (30) days. If payment has not been received by the County from the District after sixty (60) days from the date of the original bill, service may be suspended until payment is made and a one percent (1%) per month interest charge may be assessed by the County on the outstanding unpaid balance.

20. County to Maintain Master Meter. The County agrees to pay to have an annual inspection and report prepared regarding the condition and accuracy of the master Reclaimed Water meter located at the District Point of Connection. A copy of the annual meter inspection report shall be furnished to the District. The District shall have the right to make its own meter inspection, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made unless the District shall first give County written notice of the date and time of its intent to have the inspection made, nor shall any such inspection be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by County. All costs and expenses of the District's interim inspection shall be borne by the District. If the meter is found not to be in good working order as a result of the District interim inspection, the County shall reimburse the District the cost incurred by the District for the interim inspection, correct the working order of the meter within two (2) business days, and proportionately adjust any prior Reclaimed Water bills rendered by the County to the District during the time the Reclaimed Water meter was determined to not be in good working order. Normal maintenance and the replacement of the Reclaimed Water meter shall be performed by the County at its sole cost.

21. Time Period Limitation In Case of Master Meter Inaccuracy. Both parties agree that, should the Reclaimed Water meter at the District Point of Connection be found to be inaccurate beyond American Water Works Association (AWWA) Standard C-701, Sec 4.2.7.2, Class 2, the meter will be assumed to have been inaccurate since the time of the event failure or since the last meter inspection or for a period of three months, whichever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to the District for that period, based upon the method established in Section 22 of this Agreement.

22. Presumed Consumption and Required Payment In Case of Master Meter Inaccuracy. Both parties agree, that if at any time the Reclaimed Water meter located at the District Point of Connection shall be inaccurate with respect to the quantity of consumption by the District as provided in Section 21 of this Agreement, the District will pay to the County or be credited by the County an amount equal to the estimated amount of Reclaimed Water that was assumed to be billed in error by the County. If the Reclaimed Water meter was registering flow but not within the accuracy limits as defined in Section 21 of this Agreement, the County will adjust the billed Reclaimed Water use by a percentage difference equal to the measured inaccuracy of the meter less the meter register limit as defined in Section 21. By way of example, if the Reclaimed Water meter at the District Point of Connection is determined to be measuring at a 95% accuracy rate and the required accuracy rate for the meter is 98%, the County would adjust the metered Reclaimed Water use by 3% and bill the District accordingly. If the respective Reclaimed Water meter is considered inoperable or is materially in error with respect to measuring Reclaimed Water use, the estimated Reclaimed Water to be billed to the District will be equal to product of i) the average metered reclaimed water billed the previous year for the corresponding period that the Reclaimed Water meter was assumed to be inaccurate during the

current year, as adjusted by the number of new connections within the District Service Area during the last twelve months multiplied by ii) the respective Reclaimed Water Fee, less the Market Discount in effect during each month that the Reclaimed Water use was assumed to be in error.

23. Security. The parties shall be responsible jointly and severally for security of the District Point of Connection, including provision of access locking features so that each party can have keyed access to the vaults. The District Point of Connection will be controlled by valves which can be operated by authorized representatives of either the County or the District. Only authorized employees of either the County or the District will operate the valves controlling the District Point of Connection. The County and the District shall provide prior notice to each other prior to operating the valves at the District Point of Connection.

24. Default And Cure Provisions. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Each party shall be entitled to seek specific performance and injunctive relief to cure a Default. Failure to cure a payment default by the District within ninety (90) days following notice may be grounds for termination of this Agreement. Upon failure to cure a County default and until specific performance or injunctive relief is granted to the District, District shall be entitled to use County potable water to make up for the defaulted amounts, pressures, or qualities at no additional cost to the District. The parties agree that the construction cost of this default connection facility shall be shared evenly. The parties may mutually agree to extend the time for cure.

25. Termination. Except as set forth in Section 14, 15, and 24, this Agreement cannot be terminated before its anticipated term without mutual consent.

26. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for the County and the District shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

27. Indemnification. The County and the District acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of

an employee acting within the scope of the employee's office or employment. The County and the District agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

28. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or Reclaimed Water Plant failures and Reclaimed Water main breaks, neither party shall be liable for such non-performance.

29. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

30. Successors and Assigns. The County and the District each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the District shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

31. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

32. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

33. Notice. All notices or requests provided for herein shall be in writing and transmitted by certified mail or by courier with a signature receipt, and, if to the District, shall be mailed or delivered to the District at:

Seminole Improvement District
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470
Attn: District Manager

With a copy to
Lewis Longman Walker
515 North Flagler Drive
Suite 1500
West Palm Beach, FL 33401
Attn: Seminole Improvement District Counsel

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

and to:

County Attorney's Office
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

The use of electronic means of notification (e-mail) will not be considered as a method of providing notice for the purposes of this Agreement. Any party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed. Each party to this Agreement shall have a continuing duty to promptly notify the other party of any change to any of this information.

34. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

35. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

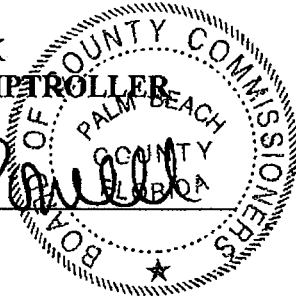
36. Entirety of Agreement. The County and the District agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and District have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: *Nancy Powell*
Deputy Clerk



R20100668
PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: *Burt Aaronson*
Burt Aaronson, Chair

Date: APR 20 2010

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
Director of Water Utilities

ATTEST:

By: *Sharon Doucette*
Clerk

SEMINOLE IMPROVEMENT
DISTRICT

By: *Thomas G. O'Brien III*
Thomas G. O'Brien, III
President, Board of Supervisors

Date: March 5, 2010

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: *[Signature]*
District Attorney

EXHIBITS

SEMINOLE IMPROVEMENT DISTRICT
PERMIT

Permit No. SID 10-01
Date of Issuance: MARCH 5, 2010

Permittee: Palm Beach County Water
Utilities Department
P. O. Box 24740
West Palm Beach, FL
33416

**Project Name: Central Regional Reclaimed Water Pipeline
36" RCWM Canal Crossing and Meter Installation**

This Permit is issued under the provisions of Chapter 298, Florida Statutes. It includes authorization for installation and operation of certain County owned facilities (the "Work") within and on the District's M2 Canal property according to the construction drawings attached hereto, including generally:

- (1) A 36-inch DR 11 HDPE Reclaimed Water Main using a horizontal directional drill underneath the M-2 Canal at Okeechobee Boulevard, and
- (2) Reclaimed Water Distribution piping, meters and other appurtenances related to the provision of Reclaimed Water Main to be installed on the M2 Canal property along Okeechobee Boulevard.

The above-named Permittee is hereby authorized to install the following described facilities:

- (1) The installation of a 36" diameter DR 11 HDPE Reclaimed Water Main going from east to west along Okeechobee Boulevard which will be approximately 1,000 LF with a minimum clearance under the M2 Canal bottom of 45 feet, as detailed in Specific Condition 2.
- (2) The installation of distribution piping, meters, and related appurtenances sufficient to meet the requirements of the Interlocal Agreement For Purchase and Sale of Bulk Reclaimed Water between Palm Beach County and Seminole Improvement District (the "Interlocal Agreement"), as detailed in Specific Condition 2C and attached as Exhibit "C".

The work shall be constructed pursuant to Seminole Improvement District's Policies, Procedures and Minimum Requirements (which are incorporated herein by this reference) and the following General and Specific Conditions.

GENERAL CONDITIONS

- GC-1. This Permit is only subject to revocation or alteration by the District for violation of any Permit condition.
- GC-2. The issuance of this Permit does not relieve the Permittee of any responsibility to obtain any other federal, state, local or special district permit, which may be required.
- GC-3. The Permittee grants the District the right of access onto any and all property in the Permittee's possession or control for the purpose of inspection of all facilities or equipment involved in the transmission or discharge of water, wastewater or reclaimed water to or otherwise affecting District works.
- GC-4. The District retains the right to remove, at Permittee's sole expense, any and all of the Permittee's equipment located in the District rights-of-ways or connected to District works at the revocation of this Permit.
- GC-5. The District retains the right to require the Permittee to modify, at Permittee's sole expense, the structures authorized above as needed to manage the District's surface water management or transportation system.
- GC-6. The District does not assume and hereby disclaims any and all liability for any damage to any of Permittee's property located in any District right-of-way.
- GC-7. The District does not assume and hereby disclaims any and all liability to the Permittee or any third party, for any damage to person or property, which may be attributable to any activity facilitated by this Permit. To the extent permitted by law, and subject to the monetary limitations set forth in Section 768.28, Florida Statutes,, Permittee does hereby and indemnify and hold harmless the District, its Board of Supervisors, all officers, professionals and personnel against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of or result from the issuance and use of this Permit.
- GC-8. If it is necessary for the District to take legal action to enforce any or all of its rights under this Permit the Permittee will be responsible, to the extent

permitted by law, for any and all costs, including attorney fees, which are reasonably and necessarily incurred by the District.

GC-9. The Permittee is further subject to any and all requirements contained in an adopted District Water Control Plan, policy or procedure as they may be amended from time to time.

GC-10 Activities shall be conducted in a manner that does not cause violations of State of Federal Water Quality Standards. The Contractor shall implement best management practices for erosion and pollution control to prevent violation of State Water Quality Standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within seven (7) days of completion of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into District canals or laterals exists due to the proposed work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the Contractor shall be responsible for the removal of the barriers. The Contractor shall correct any erosion or shoaling that causes adverse impacts to the water resources.

GC-11 Upon completion of construction, and after the District's approval of permit compliance, the Permittee shall be entitled to operate the facilities subject to the conditions enumerated within this permit.

GC-12 Permittee may apply to the District at any time for consideration of a modification to correct or amend the conditions of this Permit.

GC-13 The Permittee shall pay all permit application, review, and inspections fees due to the District.

GC-14 The Permittee and its contractors shall be obligated throughout the construction term of this Permit to provide insurance coverage in accordance with the attached **Exhibit "D"**, entitled "Insurance Coverage".

SPECIFIC CONDITIONS

SC-1 This Permit is Effective on the Date the Interlocal Agreement For Purchase and Sale of Bulk Reclaimed Water between Seminole Improvement District and Palm Beach County has been approved and signed by the Palm Beach County Board of County Commissioners.

SC-2 The following attached exhibits are made part of this Permit. Failure of Permittee to comply with the requirements and commitments contained therein shall be grounds to revoke this Permit:

A.(1) Construction drawings dated July 7, 2009 as most currently amended and by reference made a part hereof as **Exhibit "A-1"**, prepared by Palm Beach County Water Utilities Project No. 08-031-B for installation of a 36-inch DR 11 HDPE Reclaimed Water Main using a horizontal directional drill underneath the M-2 Canal at Okeechobee Blvd.

(2) Construction drawings dated 9/26/09 and attached hereto as **Exhibit "A-2"**, prepared by Environmental Crossings Inc.

B. Conceptual construction drawings dated February 10, 2010 and attached hereto as **Exhibit "B"**, prepared by Palm Beach County Water Utilities for installation of distribution piping, meters, and related appurtenances sufficient to meet the requirements of the Interlocal Agreement.

C. Interlocal Agreement for Purchase and Sale of Bulk Reclaimed Water between Palm Beach County and Seminole Improvement District, dated attached hereto as **Exhibit "C"**.

SC-3 Permittee acknowledges that the construction drawings referenced hereto as **Exhibits "A-1" and "A-2"** are detailed construction drawings and that issuance by the District of this Permit and its continued effectiveness are expressly conditioned on the prompt submission and approval of final construction drawings for Exhibit B Work. Said approval shall not be unreasonably withheld. Within ten (10) weeks of the Effective Date of this Permit, Permittee shall submit to District detailed Exhibit B construction drawings that will identify the exact location and design of the connection facilities tying the permitted improvements to the District's facilities. These detailed construction drawings shall be submitted to the District Engineer for final review and approval prior to commencement of any permitted Exhibit B Work. Copies of the final approved construction drawings shall be attached to and replace the conceptual construction drawings attached hereto.

SC-4 Unless revoked or otherwise modified, the duration for construction under this Permit is 18 months from Effective Date. Failure to complete construction within the permitted construction duration shall require a new permit authorization in order to continue construction.

SC-5 The permitted Exhibit B Work shall be completed within one (1) year of the final plan approval by the District Engineer.

- SC-6 The Work authorized herein shall be completed in accordance with the final, approved construction drawings referenced in Specific Condition 1, Exhibits "A-1", "A-2" and "B" and in Specific Condition 3. Before the DR 11 HDPE Reclaimed Water Main is installed, the Permittee shall provide pilot boring logs to the District and shall not install the DR 11 HDPE Reclaimed Water Main until those pilot boring logs are deemed reasonably satisfactory to the District.
- SC-7 If the construction drawings referenced in Specific Condition 3 are revised as a result of comments by SFWMD or any other regulatory agency, or for any other reason, the revised drawings shall be submitted to Seminole Improvement District with an application to amend this Permit. Approval of the amendment shall not be unreasonably withheld.
- SC-8 The Operations Manager for the District shall be notified, by mail, at least 48 hours prior to construction or maintenance .
- SC-9 Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification, signed and sealed, by a registered Professional Engineer or other appropriate individual as authorized by law. The statement of completion and certification shall be based on on-site observation of construction or review of record drawings for the purpose of determining if the work was completed in compliance with permitted construction drawings and specifications. A copy of the construction drawings in a CD or other appropriate electronic media acceptable to the District shall accompany the Final Certification and two (2) hard copies of the boring logs, other associated logs, and as-built drawings with any deviations from the approved permit drawings noted. The construction drawings must be clearly labeled as "record" drawing. A professional surveyor registered in the State of Florida shall certify, sign and seal all surveyed dimensions and elevations.
- SC-10 This Permit only authorizes the construction, operation, and maintenance of the facilities for the duration of the Interlocal Agreement, as it may be subsequently revised or renewed. This Permit shall terminate upon the termination of the Interlocal Agreement unless the Interlocal Agreement was terminated pursuant to its Sections 14 or 24.
- SC-11 Upon completion and acceptance by the District, the permitted facilities shall be the exclusive operational and maintenance responsibility of Palm Beach County Water Utilities Department, without recourse to the District.

PERMITTEE:

**PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT**

SEMINOLE IMPROVEMENT DISTRICT

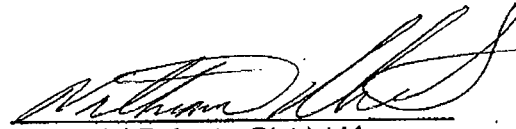
Accepted this date by:

Signature:



(Name Signed)

Signature:



Nathaniel Roberts, District Manager

Brian Shreder, P.E.
(Name Printed)

Date: MARCH 5, 2010

Deputy Director
(Title)

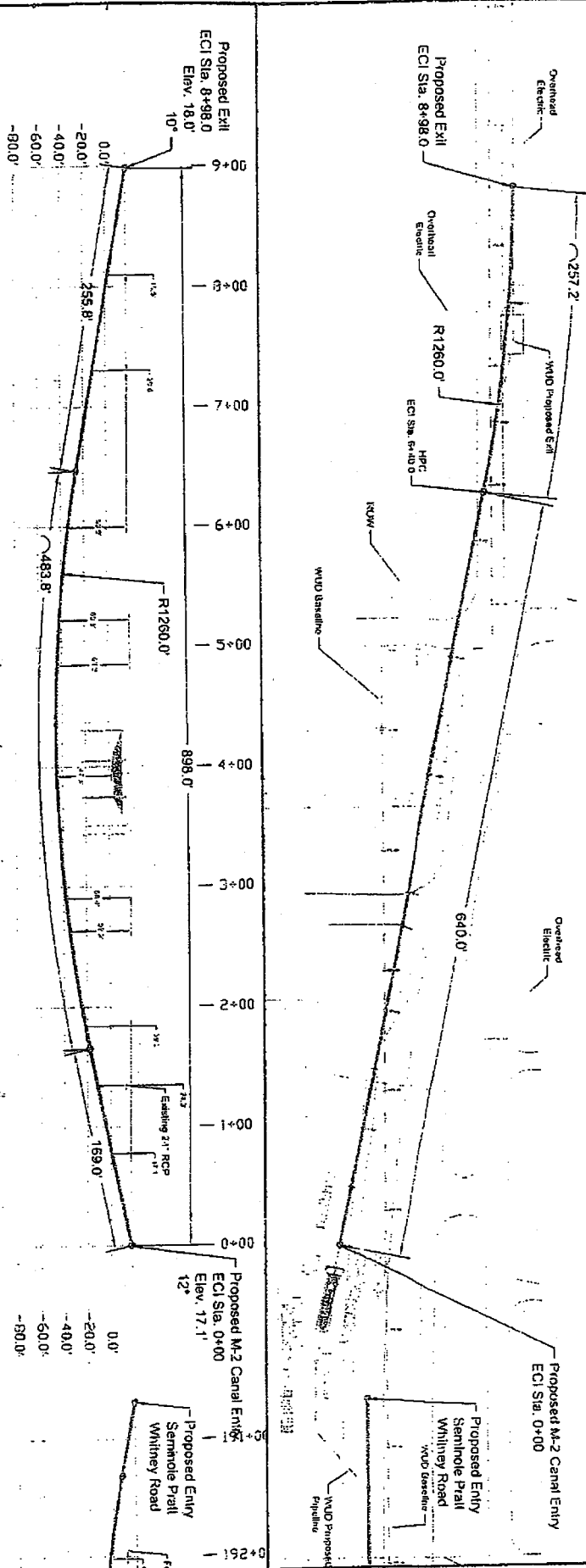
Date: 3/5/10

EXHIBIT A-1

Construction drawings prepared by Palm Beach County Water Utilities, its Project 08-031-B, for installation of a 36-inch DR 11 HDPE Reclaimed Water Main.

Made a part hereof by reference.

Palm Beach County Water Utilities Department
 Central Regional Reclaimed Water Pipeline
 M-2 Canal HDD Proposal - Revision 1



- Notes:
1. Plan & Profile Information obtained from "PBC - WUD Sheet 21-C & 22-C Revision 4" dated 09-02-09, field verification is required.
 2. ECI might need to adjust drill proposals once utility locates have been performed.

Horizontal Distance = 898.0'
 Measured Distance = 908.6'

		868 ROSHWOOD CT. TRAPEREE CITY, FL 33406 PH: (561) 959-1232 FAX: (561) 941-7412	
DATE: 10-20-11	REV: 1	BY: JG	CHECK: JG
Palm Beach County Water Utilities Dept.		PROJECT NO.: 111-01443 DRAWING NO.: 111-01443-01	
Title: M-2 Canal Palm Beach County, Florida		Scale: 1" = 80' Date: 10-20-11	

EXHIBIT B
LEGAL DESCRIPTION OF
DISTRICT SERVICE AREA BOUNDARY

Source: 2000 Florida Legislature, HB 1559 First Engrossed

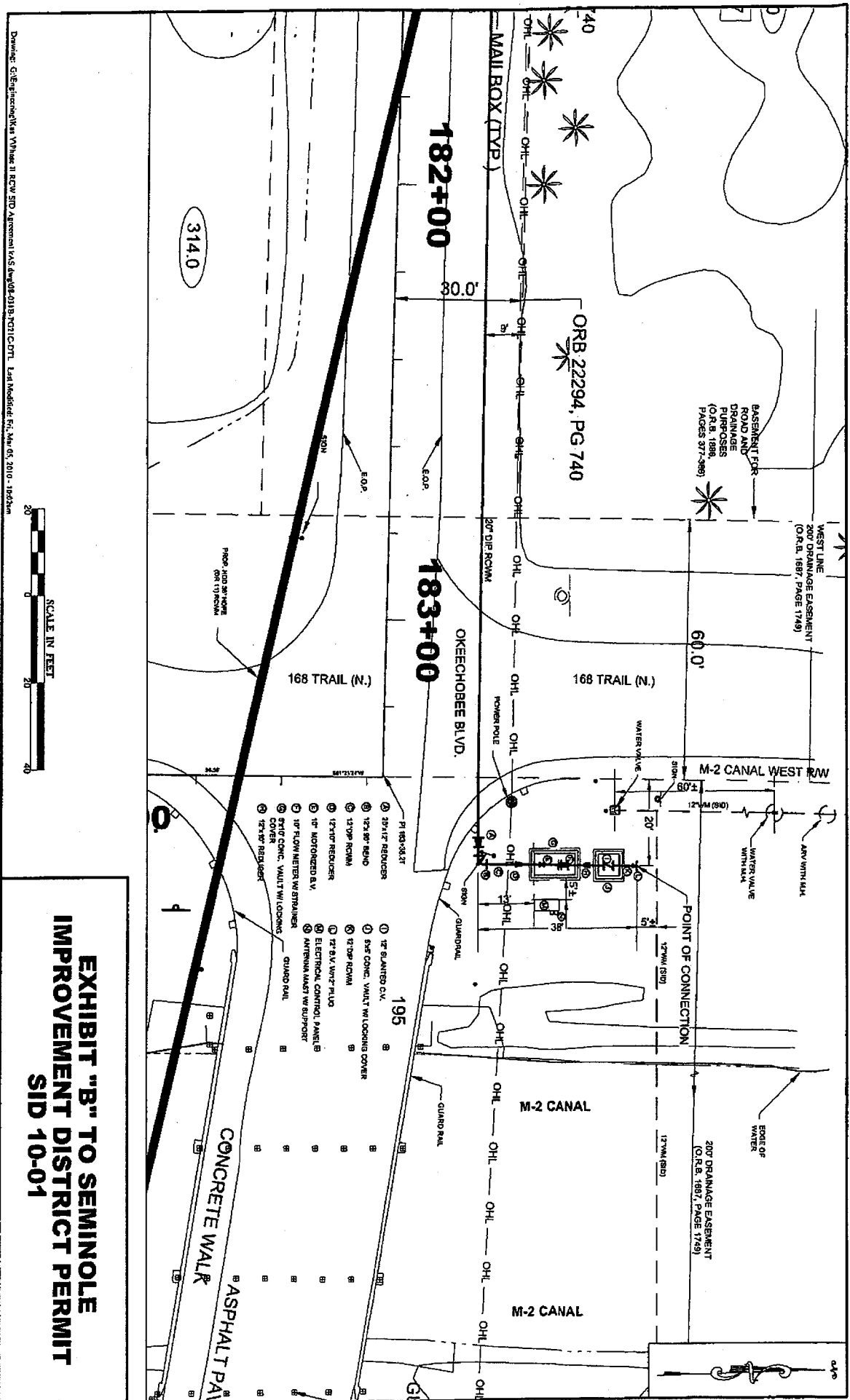
"District created and boundaries thereof. For the purposes of providing public infrastructure, services, the assessment, levy, and collection of taxes, non-ad valorem assessments and fees, the operation of District facilities and services, and all other purposes stated in this act consistent with chapters 189 and 298, Florida Statutes, and other applicable general law, an independent improvement district is hereby created and established in Palm Beach County, Florida, to be known as the Seminole Improvement District, the territorial boundaries of which shall be as follows, to-wit:

All of Sections 1 and 2, that part of Section 3 situated Southerly and Eastwardly of the Canal "M" right of way, and Section 12 except the East Half (E 1/2) of the Southeast Quarter (SE 1/4) thereof, all in Township 43 South, Range 40 East.

All of Sections 5 and 6, the North Half (N 1/2) of Section 7 and the North Half (N 1/2) of Section 8, Township 43 South, Range 41 East.

All in the County of Palm Beach, State of Florida, consisting of 4,032 acres, more or less."

Exhibit D



**INTERLOCAL AGREEMENT
FOR PURCHASE AND SALE OF BULK RECLAIMED WATER**

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and the **SEMINOLE IMPROVEMENT DISTRICT**, a Florida Special Taxing District whose address is 4001 Seminole Pratt-Whitney Road, Loxahatchee, Florida 33470 ("District").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the East Central Regional Wastewater Treatment Facilities ("ECRWTF") is a wastewater treatment facility with a current permitted capacity of 64million gallons per day ("MGD") by the Florida Department of Environmental Protection ("FDEP"), which is jointly owned by five local governments (collectively referred to as "Member Entities"), including the County, and operated by the City of West Palm Beach; and

WHEREAS, pursuant to the 1992 Interlocal Agreement between the Member Entities creating the ECRWTF (County Resolution No. R92-1228D), and the 1999 Participatory Agreement Establishing Duties and Responsibilities Among the City of West Palm Beach, Palm Beach County and the East Central Regional Wastewater Facilities Board for Improvements to the Eastern Central Regional Wastewater Facilities (County Resolution No. R99-1792D), the County has approximately 24.5 MGD of current Wastewater capacity from the ECRWTF; and

WHEREAS, the ECRWTF Operation Board ("ECR Board") entered into an Agreement with the County and the City of West Palm Beach ("ECR Reclaimed Agreement") dated May 20, 2008 (R2008-0907), related to the construction, operation, and maintenance of certain facilities on ECRWTF property for the provision of Reclaimed Water to the Florida Power and Light Company ("FPL") West County Energy Center ("WCEC") and other customers; and

WHEREAS, the County and FPL entered into a Reclaimed Water Agreement ("FPL Reclaimed Agreement") dated May 20, 2008 (County Resolution No. R2008-0906), in which the County agreed to provide the WCEC with Reclaimed Water utilizing certain to-be-constructed facilities, including an expansion to the ECRWTF to produce Reclaimed Water, a reclaimed water pipeline and appurtenant facilities located within and outside of ECRWTF property, and a storage tank and appurtenant facilities located at the WCEC site (said facilities hereinafter collectively referred to as the "Reclaimed Water Project" or "RWP"); and

WHEREAS, under the terms of the ECR Reclaimed Agreement, the ECR Board, and its Member Entities, agreed to allocate certain secondary treated effluent of sufficient quality to the RWP; and

WHEREAS, the ECRWTF is currently generating approximately 40 MGD of secondary treated effluent classified as being available for Reclaimed Water, with approximately 13 MGD reserved for prior contractual commitments of the City of West Palm Beach and Palm Beach County leaving approximately 27 MGD of secondary treated effluent of sufficient quality to be available for the RWP; and

WHEREAS, the total amount of Reclaimed Water that the County is required to make available to FPL as delineated in the FPL Reclaimed Water Agreement is: i) 22.0 MGD annual average daily flow ("ADF") calculated based on a five (5) year rolling average; ii) 4.0 MGD minimum daily flow; and iii) 27.0 MGD peak usage on any day ("FPL Contracted Capacity") during the term of such agreement; and

WHEREAS, actual FPL requirements for firm, Reclaimed Water generated by the RWP ("RWP Reclaimed Water") are expected to vary significantly on an annual cycle with higher cooling water demands occurring at times of higher regional rainfall and consequent lower irrigation needs; and

WHEREAS, the County will make available up to 8 MGD of RWP Reclaimed Water capacity ("Prior Reservation Capacity") to other customers after FPL's Reclaimed Water capacity requirements as delineated in the FPL Reclaimed Water Agreement are fully satisfied, subject to changing conditions and RWP operating experience; and

WHEREAS, the County is making such Prior Reservation Capacity available to other customers on an interruptible, as-available basis, with the consent of FPL; and

WHEREAS, the County has not entered into Prior Reservation Capacity agreements with any other entities as of the date of this Agreement; and

WHEREAS, the County is developing a system of rates, fees and charges for Prior Reservation Capacity and related Reclaimed Water sales; and

WHEREAS, the County and the District entered into an Interlocal Agreement between Palm Beach County and the Seminole Improvement District ("2006 Interlocal Agreement") dated April 18, 2006 (County Resolution No. R2006-0732) that, among other things, anticipated joint planning and operation of a regional reclaimed facility that would be treating District and other wastewater to a reclaimed standard; and

WHEREAS, the District has built its own Reclaimed Water system ("District Reclaimed Water System") but benefits by reserving, as additional capacity, a portion of interruptible, as-available RWP Reclaimed Water in accordance with its forecasted Reclaimed Water requirements; and

WHEREAS, in order to construct the RWP, the County must cross the M-2 Canal which is owned by the District and, as compensation to allow the County to cross the M-2 Canal pursuant to a District Permit, the County shall make Reclaimed Water available to the District from the RWP Project on a first priority basis after the delivery of Reclaimed Water in accordance with the amount of FPL Contracted Capacity to FPL; and

WHEREAS, RWP Reclaimed Water will be useful to the District for agricultural, residential and/or commercial purposes; and

WHEREAS, other customers may, subsequent to the District, contract with the County for interruptible as available RWP Reclaimed Water that would be second in priority to those demands of the District as outlined in this Agreement.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, the County and the District hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the same term as the FPL Reclaimed Water Agreement, the initial term of which will expire on December 31, 2041.

If the FPL Reclaimed Agreement is renewed by FPL (the "FPL Renewed Reclaimed Agreement") and such renewal reflects substantially similar or more favorable terms associated with the ability of FPL to receive RWP Reclaimed Water at rates in effect in accordance with this Agreement which is generally consistent to the rates contained in the FPL Reclaimed Agreement, this Agreement shall renew for the same term as contained in the FPL Renewed Reclaimed Agreement. If the FPL Renewed Reclaimed Agreement is substantially modified or substantially different than the current FPL Reclaimed Agreement, the District shall have the option of i) renewing the Agreement for the same term as referenced in the FPL Renewed Reclaimed Agreement at rates that shall not be any higher expressed on a percent increase over the District's most recent rate than FPL's percentage increase over their most recent rate and with the same priority as listed in this Agreement or ii) not renewing this Agreement. The non-renewal of this Agreement shall result in the District losing the priority status for Prior Reservation Capacity as contained in this Agreement, as may be amended or supplemented from time to time.

3. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved by the Palm Beach County Board of County Commissioners.

4. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

“2009 Renewal and Replacement (R&R) Account” means the account established by the County in the Renewal and Replacement Fund, previously established by the County pursuant to the adoption of County Resolution No. R-84-1206 in support of the County’s issuance of utility revenue bonds for its water and wastewater system, for which the County will deposit all amounts received from FPL and any Prior Reservation Capacity Customer for that component of RWP Reclaimed Water Fee that is associated with making deposits for the funding of renewals, replacements, repairs, and / or capital improvements with respect only to the RWP which shall be maintained by the County throughout the term of the Agreement. Reference is made to County Resolution No. R-84-1206 as duly adopted by the County, as amended and supplemented and particularly as supplemented by Resolution No. R-2009-0800, providing for the issuance of and determining certain details of the Water and Sewer Revenue Bonds, Series 2009 (FPL Reclaimed Water Project) by the County.

“Agreement” means the Interlocal Agreement for purchase and sale of Bulk Reclaimed Water between the County and the District.

“ADF” has the meaning set forth in the Recitals to this Agreement.

“Carrying Cost Component” has the meaning set forth in Section 11 of this Agreement.

“Change in Law” means any change in Federal or state laws, rules, regulations, or requirements or any change in local laws, rules, regulations directly required due to the imposition of Federal or state laws, rules, regulations, or requirements which occurs after the Effective Date and which has a direct material adverse effect upon the cost to the County to produce the Reclaimed Water in accordance with the standards set forth in this Agreement.

“Change in Law Modification” has the meaning set forth in Section 14 of this Agreement.

“District Change in Law Facilities” has the meaning set forth in Section 14 of this Agreement.

“District Point of Connection” means the downstream location where the RWP is connected with the District’s Reclaimed Water System, as shown in Exhibit “B” to Seminole Improvement District Permit SID 10-01, a copy of said Permit being attached hereto and incorporated herein as **Exhibit “A”**. The RWP shall include the master meters and related appurtenances located at the District Point of Connection, with said master meters being utilized to measure the flow of Reclaimed Water to the District.

“District Point of Connection Facilities” has the meaning set forth in Section 12 of this Agreement.

“District Reclaimed Water System” means the system owned and/or operated by the District for the production, transmission and distribution of Reclaimed Water within the District

Service Area, said system being located on the District's side of the Point of Connection.

"District Service Area" means the legislative boundaries of the District as of the Effective Date of this Agreement, which are described in **Exhibit "B"**, which is attached hereto and incorporated herein.

"ECR Board" has the meaning set forth in the Recitals to this Agreement.

"ECR Reclaimed Agreement" has the meaning set forth in the Recitals to this Agreement.

"ECRWTF" has the meaning set forth in the Recitals to this Agreement.

"Effective Date" has the meaning set forth in Section 3 of this Agreement.

"FDEP" has the meaning set forth in the Recitals to this Agreement.

"Firm Reclaimed Service" means Reclaimed Water capacity resulting from the RWP intended to be available at all times during the period covered in accordance with the capacity requirements and commitments and delivery term as delineated in the FPL Reclaimed Agreement and that such capacity will be available on a first priority basis before providing Interruptible Reclaimed Service from the RWP. The County will have only one customer receiving Firm Reclaimed Service from the RWP during the term of this Agreement which customer is FPL.

"FPL" has the meaning set forth in the Recitals to this Agreement.

"FPL Contracted Capacity" has the meaning set forth in the Recitals to this Agreement.

"FPL Reclaimed Agreement" has the meaning set forth in the Recitals to this Agreement.

"FPL Renewed Reclaimed Agreement" has the meaning set forth in Section 2.

"Full Cost Fee" means the fee designed to recover the full cost of the design, permitting, construction, operation, maintenance, renewal and replacement of the RWP. The Full Cost Fee represents the sum of: i) the Prior Reservation Capacity Fee and ii) the RWP Reclaimed Water Fee.

"Interruptible Reclaimed Service" means Reclaimed Water capacity provided from the RWP which is subject to curtailment or cessation of delivery by the County at any time in order to only provide Firm Reclaimed Service to FPL in accordance with the FPL Reclaimed Water Agreement. To the extent the Reclaimed Water Capacity is not desired to be used by FPL, such capacity shall become available to provide Interruptible Reclaimed Service to any Prior Reservation Capacity Customer, including the District, in accordance with the schedule of priority deliveries developed by the County described in Sections 9 and 10.

"M-2 Crossing Facilities" has the meaning set forth in Section 12.

"Market Discount" has the meaning set forth in Section 13 of this Agreement.

"MGD" has the meaning set forth in the Recitals to this Agreement.

"O&M/R&R Component" has the meaning set forth in Section 11 of this Agreement.

"Point of Connection" means the location where the RWP is connected to a Prior Reservation's Capacity Customer's Reclaimed Water System. The Point of Connection shall be immediately downstream of the master meters and related appurtenances with said master meters being utilized to measure the flow of Reclaimed Water to the respective Prior Reservation Capacity Customer.

"Prior Reservation Capacity" is the volume of Reclaimed Water capacity expressed on an ADF basis from the RWP reserved by and allocated to an entity by the County pursuant to an executed Prior Reservation Capacity Agreement.

"Prior Reservation Capacity Customer" means any entity that has entered into a Prior Reservation Capacity Agreement with the County for Prior Reservation Capacity.

"Prior Reservation Capacity Date" is the latest date on which a Prior Reservation Capacity Agreement is signed by both the County and the entity requesting Prior Reservation Capacity.

"Prior Reservation Capacity Fee" means the fee expressed on a dollar per 1,000 gallons basis required to reserve each 1,000 gallon/day increment of Prior Reservation Capacity in the RWP. This fee shall be charged to each Prior Reservation Capacity Customer regardless if Reclaimed Water is delivered to such Prior Reservation Capacity Customer.

"Reclaimed Water" means Wastewater effluent that has been treated and is permitted by the FDEP.

"Reclaimed Water Project" or "RWP" has the meaning set forth in the Recitals to this Agreement.

"RWP Reclaimed Water" means Reclaimed Water that is produced and transmitted to District utilizing the RWP. The RWP Reclaimed Water shall meet all applicable standards for Wastewater effluent treated to meet non-potable needs as required for discharge on to Public Access Use areas, in accordance with Chapter 62-610, Part III, Florida Administrative Code, as may be amended from time to time.

"RWP Reclaimed Water Fee" means the fee expressed on a dollar per 1,000 gallons basis of RWP Reclaimed Water to be charged for the delivery of Reclaimed Water as measured by metering at the Prior Reservation Capacity Customer's respective Point of Connection. The RWP Reclaimed Water Fee includes the sum of i) O&M/R&R Component and ii) the

Capital Carrying Component. The Prior Reservation Capacity Fee is not included in the RWP Reclaimed Water Fee.

“Service Initiation Date” means the date the County notifies a Prior Reservation Capacity Customer that the County can begin to provide RWP Reclaimed Water service for sale to such customer through the customer’s respective Point of Connection.

“Wastewater” means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from dwelling units, commercial establishments and manufacturing units, whether treated or untreated.

5. County/Member Entities Commitment to Reclaimed Water Plant. As set forth in Exhibit “B” to the ECR Reclaimed Agreement, with the exception of 3 MGD allocated to the County’s Reclaimed Water facilities located at Century Village-West Palm Beach, the County has agreed to allocate 100% of its proportionate share of ECR treated effluent to the RWP. As also set forth in Exhibit “B” to the ECR Reclaimed Agreement, The City of Lake Worth, the City of Riviera Beach, and the Town of Palm Beach have agreed to allocate 100% of their proportionate share of ECR treated effluent to the RWP.

6. Scope of Agreement. The County agrees to furnish, and the District agrees to purchase, RWP Reclaimed Water in accordance with the terms and conditions of this Agreement. The RWP Reclaimed Water service shall be interruptible, in accordance with the protocol set forth in Sections 9 & 10 of this Agreement. The RWP Reclaimed Water shall be delivered by the County to the District Point of Connection at a minimum pressure of 40 pounds per square inch at a minimum 27 MGD flow rate, which is equal to the maximum capacity allocable to FPL.

7. Prior Reservation Capacity. The District is granted, at no cost, a Prior Reservation Capacity of 3.85 MGD RWP Reclaimed Water. Subject to the Section 9 conditions, the County will make available to the District this Prior Reservation Capacity in accordance with the following Prior Reservation Capacity schedule:

Prior Reservation Capacity Schedule	Year (Beginning January 1 st)
0.70 MGD	2013
1.45 MGD	2015
2.85 MGD	2017
3.85 MGD	2025

Recognizing the County’s availability of Reclaimed Water and to assist the County in the long-term scheduling of the deliveries of Reclaimed Water to the District, the District’s Prior Reservation Capacity will be available as set forth in the above table. District shall have the right to add additional Prior Reservation Capacity to the Prior Reservation Capacity commitment as identified in this Agreement at no cost to the District, on an interruptible, as-available basis, for any amount of wastewater delivered to the County by the District solely from the District Service Area for treatment, pursuant to the following conditions: (1) the wastewater is treated at the ECRWTF; (2) the District pays applicable wastewater capacity and volume charges as defined in the 2006 Settlement Agreement between the County and the

District; (3) the RWP is capable of treating the Wastewater and conveying the resultant Reclaimed Water to the District; and (4) the District is willing to accept the additional Reclaimed Water Capacity. The Prior Reservation Capacity of the 3.85 MGD and the amount of Prior Reservation Capacity that is earned pursuant to wastewater deliveries as described above together will be the District's Prior Reservation Capacity of this Agreement and is granted to the District by the County as full payment of all fees associated with the permit described in Section 12 of this Agreement. The Reclaimed Water will be provided on an Interruptible Reclaimed Service basis and will have the highest and first priority as Interruptible Reclaimed Service with respect to any and all Prior Reservation Capacity Customers that may request Interruptible Reclaimed Service from the RWP from the County. The Prior Reservation Capacity Date for the District Prior Reservation Capacity shall be the Effective Date of this Agreement.

8. Additional Prior Reservation Capacity. The District may request additional Prior Reservation Capacity above such amounts as identified in Section 7 of this Agreement at a later date by entering into a new Prior Reservation Capacity Agreement and paying all applicable Prior Reservation Capacity Fees; however, the Prior Reservation Capacity Date of any future requested incremental additional Prior Reservation Capacity shall be the Effective Date of the new Prior Reservation Capacity Agreement. The execution of an additional Prior Reservation Capacity Agreement will not affect the prior status of the Prior Reservation Capacity granted by the County to the District pursuant to this Agreement; any additional Prior Reservation Capacity will be considered as incremental capacity and will have a priority delivery position immediately following the priority schedule for all then available Prior Reservation Capacity Customers that have an effective Prior Reservation Capacity Agreement with the County. If the additional Prior Reservation Capacity is not available on a reasonably reliable basis, the County shall notice the District as to the County's inability to supply the requested incremental Prior Reservation Capacity.

The County may enter into other Prior Reservation Capacity agreements with other customers for Interruptible Reclaimed Service from the RWP. The County will not enter into any future Prior Reservation Capacity agreements that would result in i) additional Firm Reclaimed Service being provided to any future customer, including FPL, above the FPL Contracted Capacity as of date of this Agreement or ii) would result in the inability to provide the District the Prior Reservation Capacity as contracted by the County pursuant to this Agreement.

At the County's sole discretion and based on the availability of Reclaimed Water from the RWP, the County may provide RWP Reclaimed Water to the District in an amount over and above the total of the Prior Reservation Capacity (as determined on an ADF basis). On or after each anniversary date of the Service Initiation Date, the County will calculate the District's ADF for the prior year. If the District's ADF is greater than the District's Prior Reservation Capacity the District shall pay the Prior Reservation Capacity Fee of \$0.13 for each 1,000 gallons of excess capacity used above the total Prior Reservation Capacity.

9. Priority of RWP Reclaimed Water Service.

The County shall be required to provide Reclaimed Water to FPL in an amount equal to the FPL Contracted Capacity, which shall have priority over the Prior Reservation Capacity of the

District. This Agreement is the first agreement entered into by the County for Prior Reservation Capacity with a Prior Reservation Customer and therefore the Prior Reservation Capacity as reserved under this Agreement by the District shall have first priority for Interruptible Reclaimed Service over all future Prior Reservation Capacity Customers and their requested Prior Reservation Capacity commitments that contract for Prior Reservation Capacity after the Effective Date of this Agreement.

10. RWP Reclaimed Water Delivery. Subject to the Section 9 conditions, the District shall be entitled to receive the daily RWP Reclaimed Water volume not to exceed the Prior Reservation Capacity, as calculated on a rolling twelve-month average annual flow basis. Following the Service Initiation Date, District shall provide a weekly, or at such intervals as may be mutually agreed, report to the County forecasting their estimated RWP Reclaimed Water needs for the upcoming week. District shall coordinate the timing of these weekly reports with County staff. Delivery of RWP Reclaimed Water shall be ranked by the County among all holders of Prior Reservation Capacity based on the priority schedule based on the effective date of each Prior Reservation Agreement executed with the County. The ranking schedule shall include the weekly estimate of RWP Reclaimed Water needs (expressed on a volumetric per thousand gallons basis) as provided by each Prior Reservation Capacity Customer and estimated delivery schedules for each 24-hour period in the week. To the extent that a Prior Reservation Capacity Customer does not provide a weekly estimate of RWP Reclaimed Water to the County, then the amount subject to delivery will be set at the prior week's delivery amount. At the sole discretion and expense of the District, District may construct and utilize Reclaimed Water storage, pumping, or holding facilities to optimize the deliveries of Reclaimed Water.

11. RWP Reclaimed Water Fee – The RWP Reclaimed Water Fee shall be \$0.51 per 1,000 gallons delivered by the County to the District Point of Connection. The RWP Reclaimed Water Fee is composed of the following fees: (1) a fixed and variable ECRWTF operations and maintenance fee of \$0.28 per 1,000 gallons (the “O&M Component”); (2) a fixed renewal and replacement fee of \$0.10 per 1,000 gallons (the “R&R Component” and collectively with the O&M Component, the “O&M/R&R Component”); and (3) a fee for the carrying cost of the construction debt of the RWP (the “Carrying Cost Component”) of \$0.13 per 1,000 gallons. The initial RWP Reclaimed Water Fee shall be fixed at \$0.51 through December 31, 2015. Beginning on January 1, 2016, the O&M/R&R Component of the RWP Reclaimed Water Fee may be increased annually by the County by no more than the lesser of: (a) seventy-five percent (75%) of the Water and Sewer Maintenance Consumer Price Index (measured from July to July) published by the U.S. Bureau of Labor Statistics or (b) three and one-half percent (3.5%), rounded to the nearest cent. The Carrying Cost Component of the RWP Reclaimed Water Fee shall remain fixed for the term of the Agreement, except as may be modified in accordance with this Section 11, Section 13, and Section 14 of this Agreement.

To the extent that the County has prompted, after the Effective Date, an extraordinary call or refinances any bonds, loans, or other debt outstanding on which the then current Carrying Cost Component is based, the District shall receive a reduction in the Carrying Cost Component of the rate based on the net change in the average carrying cost of the construction debt, which will be prospectively applied by the County.

12. District Approval of County's Use of M-2 Canal Property. Attached hereto and incorporated herein as **Exhibit "A"** is a permit issued by the District to the County granting the County's use of the right-of-way to cross the M-2 Canal and approving the construction and operation, and maintenance of 1) a portion of the RWP crossing the M-2 Canal right-of-way ("M-2 Crossing Facilities") and 2) the County improvements required to connect the RWP to the District's Reclaimed Water System, as shown in Exhibit B to the permit ("District Point of Connection Facilities"). This permit shall become effective on the Effective Date of this Agreement and, contingent upon the County's continued compliance with the terms of the permit, shall remain in effect until such time that the M-2 Crossing Facilities and/or the District Point of Connection Facilities are no longer operating and are removed or abandoned in place.

13. Market Discount. The County retains the authority to set the Full Cost Fee for any other Prior Reservation Capacity Agreement for Interruptible Reclaimed Service from the County from the RWP. The Full Cost Fee shall be uniform, non-discriminatory and established by the County. The County reserves the right to apply a discount to the Full Cost Fee to maximize usage of RWP Reclaimed Water ("Market Discount"). To the extent that any Market Discount results in a net rate billed by the County to another Prior Reservation Capacity Customer for RWP Reclaimed Water at a lower RWP Reclaimed Water Fee than that provided for in this Agreement, the District shall be entitled to receive an adjustment to the RWP Reclaimed Water Fee in order to produce the same RWP Reclaimed Water Fee, subject to any terms, conditions, or restrictions attached to the Market Discount.

14. Change in Law Procedure.

A. Upon the occurrence of a Change in Law, the County shall assess the technical feasibility of continuing to provide Reclaimed Water from the RWP. If the County determines that it is technically feasible to continue to provide Reclaimed Water in accordance with the Change in Law, the following procedure shall apply. Either prior to or following the occurrence of a Change in Law, the County will notify the District of the Change in Law, any associated modifications to the RWP required as a result of the Change in Law, the modified Full Cost Fee resulting from the modifications to the RWP, the proposed specific change to the District's RWP Reclaimed Water Fee ("Change in Law Modification"), and the schedule for imposition of the Change in Law Modification. Any change in the RWP Reclaimed Water Fee resulting from a Change in Law Modification shall be applied prospectively by the County. All fees billed to the District will be based on the Interruptible Reclaimed Service as metered at the District Point of Connection; in no event will the Prior Reservation Capacity Fee increase as a result of the Change in Law Modification.

B. A modification associated with a Change in Law may be required for the provision of Firm Reclaimed Service only, for the provision of Interruptible Reclaimed Service only, or for the provision of both Firm Reclaimed Service and Interruptible Reclaimed Service. The following provisions shall govern these various scenarios:

1. For any modification that is required solely for the provision of Firm Reclaimed Service and which does not change the ability to supply Interruptible Reclaimed Service, the Full Cost Fee charged to the District shall be determined

in accordance with the cost recovery and rate provisions contained in the FPL Reclaimed Agreement which has been relied upon in the determination of the Full Cost Fee for Interruptible Reclaimed Service in this Agreement.

2. Any modification that is required solely for the provision of Interruptible Reclaimed Service will result in the addition of a Capital Cost Component to be added to the Full Cost Fee. The Capital Cost Component will represent a rate expressed on a \$/1,000 gallons basis equal to the allocable cost of the modification divided by i) the total Prior Reservation Capacity for all Interruptible Reclaimed Service customers served by the RWP expressed on an annual average daily flow (MGD) basis multiplied by ii) the number of days in the year. The modification to the Full Cost Fee components (Carrying Cost Component, O&M Component, and R&R Component) shall be in accordance with Section C below.

3. To the extent that a modification is required to meet the Reclaimed Water service requirements for both Firm Reclaimed Service and Interruptible Reclaimed Service, the County will first allocate the cost of the modification between the Firm Reclaimed Service and Interruptible Reclaimed Service requirements. A Capital Cost Component, based on the allocation between Firm Reclaimed Service and Interruptible Reclaimed Service, shall be added to the Full Cost Fee. The Capital Cost Component will represent a rate expressed on a \$/1,000 gallons basis equal to the allocable cost of the modification divided by i) the total Prior Reservation Capacity for all Interruptible Reclaimed Service customers served by the RWP expressed on an annual average daily flow (MGD) basis multiplied by ii) the number of days in the year. The modification to the Full Cost Fee components (Carrying Cost Component, O&M Component, and R&R Component) shall be in accordance with Section C below, and shall be based on the allocation of the cost of the modification between the Firm Reclaimed Service and Interruptible Reclaimed Service requirements.

C. With consideration of the specific scenarios in the above Section B, the change in the Full Cost Fee charged to the District for the use of the RWP and for the delivery of Interruptible Reclaimed Service shall be determined as follows:

1. The net change in the Carrying Cost Component, which will be based on the net change in the average carrying cost of construction debt for the required modification based on i) a minimum 30-year amortization or repayment period; ii) the actual average interest rate incurred by the County associated with the financing of the construction of any additional utility plant solely as required by the modifications; and iii) a denominator equal to the annual RWP Reclaimed Water sales assuming the greater of a) 22.0 MGD multiplied by the days in a year or b) the sum of the actual RWP Reclaimed Water sales for Firm Reclaimed Service expressed on an MGD basis for the most recent twelve months and the total Prior Reservation Capacity allocated to all Customers securing Interruptible Reclaimed Service.

2. The net change in the O&M Component associated with the modifications expressed on a \$/1,000 gallons basis identified for the first full fiscal year of operation of the modifications.

3. The R&R Component of the Full Cost Rate will be adjusted to reflect any required modifications and shall be expressed on a \$/1,000 gallons basis and determined based on the application of a cost recovery rate in accordance with the design life of the required modification divided by the annual RWP Reclaimed Water sales.

D. To the extent that a modification is required to provide Interruptible Reclaimed Service, the District shall have the right to provide treatment facilities within the District's Reclaimed System ("District Change in Law Facilities") that would be able to provide the required increased standard of treatment for the continued purchase of Interruptible Reclaimed Service through the RWP in lieu of paying the County the Change in Law Modification. If the District chooses this alternative, the RWP Reclaimed Water Fee as delineated in the Agreement shall remain in effect, the District shall construct and operate said District Change in Law Facilities, and no Change in Law Modification will be allocated to the District.

E. The County and District may mutually determine that a combination of a modification to the RWP and the creation of District Change in Law Facilities is the best option to comply with a Change in Law. In such a scenario, the County and District shall use the above stated principles to mutually determine the appropriate Change in Law Modification.

F. Any initial change to the RWP Reclaimed Water Fee caused by a Change in Law Modification shall not be limited based on the indexes set forth in Section 11.

G. Upon notice of a Change in Law Modification from the County, District may: (1) agree to the imposition of the Change in Law Modification; (2) elect to provide and operate District Change in Law Facilities as stated in Section D above; (3) elect, with County agreement, to a combination as stated in Section E above; or (4) elect to terminate this Agreement upon written notice to the County. The County shall have no obligation to provide Reclaimed Water to the District following a Change in Law unless the District agrees to the imposition of the Change in Law Modification, the District provides and operates the District Change in Law Facilities as set forth in Section D above, or the County and District agree to a combination as set forth in Section E above. Termination of the Agreement under this Section 14 shall not terminate the permit set forth in **Exhibit "A"**.

15. Termination by County upon Permanent Cessation of Operations of ECRWTF/RWP. The parties agree that this Agreement is intended to coincide with the term of the operation of the ECRWTF and the RWP. The parties further agree that the County shall have no obligation to continue the provision of RWP Reclaimed Water under this Agreement following the permanent cessation of the operation of the ECRWTF or the RWP. Therefore, if, at any time during the term of this Agreement, and for any reason whatsoever, the ECRWTF and/or the RWP permanently cease operation, then the County shall have the right

to immediately terminate this Agreement upon written notice to District. District and County hereby release and hold each other harmless from any claims and damages based upon termination under this Section 15 of the Agreement.

16. Additional Responsibilities of the District. The District shall provide for the design and construction of the District Reclaimed Water System up to the District Point of Connection. The District shall be responsible for the securing of any permits or other approvals required for the design and construction of the District Reclaimed Water System. The District shall be responsible for the continuing operation, maintenance, renewal and replacement of the District Reclaimed Water System. In addition, and for the term of this Agreement, to the extent that the District Point of Connection is located on District Property, the District will provide the County with the necessary permit as detailed in Section 12 of this Agreement to construct, operate and maintain the County facilities located at the District Point of Connection. In addition, and for the term of this Agreement, District shall provide the County with access to the District water treatment plant or other mutually agreed location for the purpose of installing, operating, and maintaining a read-only SCADA node. In the event of a Change of Law Modification that results in the District providing additionally required treatment, the District shall provide assurance to the County of compliance with those applicable laws, regulations, and rules applicable to the County as the seller of the Reclaimed Water by the Change in Law.

17. Additional Responsibilities of the County. County shall be responsible for the design, construction, operation, maintenance, renewal, and replacement of all necessary facilities to deliver RWP Reclaimed Water to the District, including the design and construction of the facilities located at the District Point of Connection, which will include, but not be limited to, piping, meter vault and meter, SCADA facilities, and other related facilities that will be adequate to meet the Prior Reservation Capacity requirements as delineated in this Agreement, including the recognition of peak day and peak hour delivery conditions assuming prudent utility planning parameters. Such facilities will be owned and maintained by the County and will be a component of those facilities that shall be replaced by use of the 2009 R&R Account funded from the annual Firm Reclaimed Service fees billed by the County to FPL and annual Interruptible Reclaimed Service fees billed by the County to Prior Reservation Capacity Customers, including the District, for use of the RWP as provided in this Agreement and as contemplated in the FPL Reclaimed Agreement.

18. Service Areas. The RWP Reclaimed Water provided to the District under this Agreement shall be utilized only within the District Service Area. The District shall not use the RWP Reclaimed Water provided under this Agreement outside the District Service Area, nor shall the District sell, assign, or otherwise transfer the RWP Reclaimed Water provided under this Agreement to any other party for use outside of the District Service Area, without the prior written consent of the County.

19. Payment of Bills. The County will bill the RWP Reclaimed Water Fee, including the application of any applicable Market Discount, to the District on a monthly basis. The District agrees to pay the monthly RWP Reclaimed Water Fee to the County within thirty (30) days from the date the bill is rendered by the County. A past due notice will be mailed by the County

to the District after thirty (30) days. If payment has not been received by the County from the District after sixty (60) days from the date of the original bill, service may be suspended until payment is made and a one percent (1%) per month interest charge may be assessed by the County on the outstanding unpaid balance.

20. County to Maintain Master Meter. The County agrees to pay to have an annual inspection and report prepared regarding the condition and accuracy of the master Reclaimed Water meter located at the District Point of Connection. A copy of the annual meter inspection report shall be furnished to the District. The District shall have the right to make its own meter inspection, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made unless the District shall first give County written notice of the date and time of its intent to have the inspection made, nor shall any such inspection be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by County. All costs and expenses of the District's interim inspection shall be borne by the District. If the meter is found not to be in good working order as a result of the District interim inspection, the County shall reimburse the District the cost incurred by the District for the interim inspection, correct the working order of the meter within two (2) business days, and proportionately adjust any prior Reclaimed Water bills rendered by the County to the District during the time the Reclaimed Water meter was determined to not be in good working order. Normal maintenance and the replacement of the Reclaimed Water meter shall be performed by the County at its sole cost.

21. Time Period Limitation In Case of Master Meter Inaccuracy. Both parties agree that, should the Reclaimed Water meter at the District Point of Connection be found to be inaccurate beyond American Water Works Association (AWWA) Standard C-701, Sec 4.2.7.2, Class 2, the meter will be assumed to have been inaccurate since the time of the event failure or since the last meter inspection or for a period of three months, whichever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to the District for that period, based upon the method established in Section 22 of this Agreement.

22. Presumed Consumption and Required Payment In Case of Master Meter Inaccuracy. Both parties agree, that if at any time the Reclaimed Water meter located at the District Point of Connection shall be inaccurate with respect to the quantity of consumption by the District as provided in Section 21 of this Agreement, the District will pay to the County or be credited by the County an amount equal to the estimated amount of Reclaimed Water that was assumed to be billed in error by the County. If the Reclaimed Water meter was registering flow but not within the accuracy limits as defined in Section 21 of this Agreement, the County will adjust the billed Reclaimed Water use by a percentage difference equal to the measured inaccuracy of the meter less the meter register limit as defined in Section 21. By way of example, if the Reclaimed Water meter at the District Point of Connection is determined to be measuring at a 95% accuracy rate and the required accuracy rate for the meter is 98%, the County would adjust the metered Reclaimed Water use by 3% and bill the District accordingly. If the respective Reclaimed Water meter is considered inoperable or is materially in error with respect to measuring Reclaimed Water use, the estimated Reclaimed Water to be billed to the District will be equal to product of i) the average metered reclaimed water billed the previous year for the corresponding period that the Reclaimed Water meter was assumed to be inaccurate during the

current year, as adjusted by the number of new connections within the District Service Area during the last twelve months multiplied by ii) the respective Reclaimed Water Fee, less the Market Discount in effect during each month that the Reclaimed Water use was assumed to be in error.

23. Security. The parties shall be responsible jointly and severally for security of the District Point of Connection, including provision of access locking features so that each party can have keyed access to the vaults. The District Point of Connection will be controlled by valves which can be operated by authorized representatives of either the County or the District. Only authorized employees of either the County or the District will operate the valves controlling the District Point of Connection. The County and the District shall provide prior notice to each other prior to operating the valves at the District Point of Connection.

24. Default And Cure Provisions. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Each party shall be entitled to seek specific performance and injunctive relief to cure a Default. Failure to cure a payment default by the District within ninety (90) days following notice may be grounds for termination of this Agreement. Upon failure to cure a County default and until specific performance or injunctive relief is granted to the District, District shall be entitled to use County potable water to make up for the defaulted amounts, pressures, or qualities at no additional cost to the District. The parties agree that the construction cost of this default connection facility shall be shared evenly. The parties may mutually agree to extend the time for cure.

25. Termination. Except as set forth in Section 14, 15, and 24, this Agreement cannot be terminated before its anticipated term without mutual consent.

26. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for the County and the District shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

27. Indemnification. The County and the District acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of

an employee acting within the scope of the employee's office or employment. The County and the District agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

28. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or Reclaimed Water Plant failures and Reclaimed Water main breaks, neither party shall be liable for such non-performance.

29. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

30. Successors and Assigns. The County and the District each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the District shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

31. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

32. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

33. Notice. All notices or requests provided for herein shall be in writing and transmitted by certified mail or by courier with a signature receipt, and, if to the District, shall be mailed or delivered to the District at:

Seminole Improvement District
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470
Attn: District Manager

With a copy to
Lewis Longman Walker
515 North Flagler Drive
Suite 1500
West Palm Beach, FL 33401
Attn: Seminole Improvement District Counsel

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

and to:

County Attorney's Office
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

The use of electronic means of notification (e-mail) will not be considered as a method of providing notice for the purposes of this Agreement. Any party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed. Each party to this Agreement shall have a continuing duty to promptly notify the other party of any change to any of this information.

34. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

35. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

36. Entirety of Agreement. The County and the District agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and District have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

Date: _____

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Director of Water Utilities

ATTEST:

SEMINOLE **IMPROVEMENT**
DISTRICT

By: Sharon Doucette
Clerk

By: Thomas G. O'Brien, III
Thomas G. O'Brien, III
President, Board of Supervisors

Date: March 5, 2010

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: _____
District Attorney

EXHIBIT "D"

INSURANCE COVERAGE

GENERAL

Seminole Improvement District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

- | | |
|--|------------|
| 1. State: | Statutory |
| 2. Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act., etc.): | Statutory |
| 3. Employer's Liability: | \$ 500,000 |

Comprehensive General Liability:

- | | |
|---|--|
| 1. Bodily Injury (including completed operations and Products Liability):
\$1,000,000
\$1,000,000 | Each Occurrence
Annual Aggregate |
| Property Damage:
\$1,000,000
\$1,000,000
or a combined single limit of | Each Occurrence
Annual Aggregate
\$1,000,000 |
| 2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable. | |
| 3. Personal Injury, with employee exclusion deleted
\$1,000,000 | Annual Aggregate |

Comprehensive Automobile Liability:

- | | |
|--|--------------------------------|
| 1. Bodily Injury:
\$ 500,000
\$1,000,00 | Each Person
Each Occurrence |
| 2. Property Damage:
\$ 500,000
or a combined single limit of | Each Occurrence
\$1,000,000 |

Umbrella Excess Liability Insurance:

1. \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

2. The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

The comprehensive general liability insurance and umbrella insurance required herein shall include Owner and Engineer as additional insured.

Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

1. Bodily Injury: Each Occurrence
\$1,000,000

2. Property Damage: Each Occurrence
\$1,000,000 Annual Aggregate
\$1,000,000

Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

Appendix J

(Proportionate Fair Share Agreement)

R2014-1649

PROPORTIONATE FAIR SHARE AGREEMENT

This Proportionate Fair Share Agreement (hereinafter "Agreement") is made and entered into this _____ day of ~~OCT 29 2014~~, 2014, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter "County"), and Minto West, PBLH, LLC (hereinafter "Property Owner").

WITNESSETH

WHEREAS, the Board of County Commissioners has established by Ordinance the Proportionate Fair Share Program as required by and in a manner consistent with section 163.3180(5)(h), Florida Statutes; and

WHEREAS, the Proportionate Fair Share Program allows developers to proceed with development by contributing their proportionate fair share of a transportation facility; and

WHEREAS, a developer cannot be held responsible for the additional cost of reducing or eliminating deficiencies; and

WHEREAS, the Property Owner's proposed project is eligible for the Proportionate Fair Share Program; and

WHEREAS, in order to conform to the requirements of this Program, the County and the Property Owner agree to the conditions, rights and obligations established in this Agreement; and

WHEREAS, the proportionate share payments are sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility; and

WHEREAS, To the extent that any of the conditions of this Agreement constitute monetary or property exactions that are subject to Nollan v. California Coastal Comm'n, 483 U. S. 825 (1987), and Dolan v. City of Tigard, 512 U. S. 374 (1994), the applicant/owner, and successors and assigns (a) agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the Palm Beach County Unified Land Development Code and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Section 1. Recitals

The above recitals are true and correct and form a part of this Agreement.

Section 2. Project Identification

The proposed Project is known as Minto West and is located on the south side of 60th Street approximately 2 miles north of Okeechobee Boulevard, on the east and west sides of Seminole Pratt Whitney Road as more specifically described in Exhibit A (legal description) attached hereto.

Section 3. Proportionate Fair Share

The required road improvements that triggered application of the Proportionate Fair Share Program are identified in Exhibits 7C, 7E and 7F of the Minto West Concurrency Traffic Impact Analysis, August 18, 2014 revision, by Pinder Troutman Consulting, Inc., as supplemented by letter concerning Second Supplemental Phasing Information dated August 19, 2014 from Andrea Troutman to Kimberly Graham, copies of which are attached hereto as Exhibit B.

The Property Owner shall be responsible for the construction of the identified Seminole Pratt Whitney Road Improvement, as described below in Section 4. For the remaining improvements the Property Owner shall make payments at the point in time and in the amounts identified in the Engineering Conditions of Approval to Resolution No. R-2014-_____ (Resolution Approving Zoning Application TDD/R-2014-00094 (“Conditions of Approval”); Control No. 2006-00397; Minto West TTD), and to this Agreement.

The parties hereto acknowledge and agree that the improvements identified in Exhibit C are the proportionate share contributions required. The County and the Property Owner acknowledge and agree the proportionate share payments are sufficient to accomplish one or more mobility improvements that will benefit one or more regionally significant transportation facilities through build-out, and shall be final and binding; provided such payments are timely made, and subject to the provisions of subsections 3.A-3.C., below. The County and the Property Owner further acknowledge and agree that, as long as payments are timely made consistent with this Agreement, payment of the Project’s proportionate share shall satisfy the transportation concurrency requirements of the County’s Comprehensive Plan, concurrency management system, and traffic performance standards. Property Owner and the County acknowledge and agree that the proportionate share payments and the improvements listed in Exhibit C do not include the required Property Owner improvements for internal project roads and project intersection/entrance improvements.

In consideration for providing the Proportionate Fair Share as described above, the Property Owner shall receive a certificate of concurrency approval, subject to the following conditions:

- A. If the Property Owner fails to apply for a development permit within twelve months of the date of this Agreement, then this Agreement and the certificate of concurrency approval shall be considered null and void, and the applicant shall be required to reapply.

B. Any requested change to a development order may be subject to additional Proportionate Fair Share contributions to the extent the change generates additional traffic that would require mitigation.

C. If the Proportionate Fair Share contribution is cash payment, such payment is due in full no later than as identified in the Conditions of Approval, attached as Exhibit C, and shall be nonrefundable.

Section 4. Construction of Improvements

No Building Permits for more than 39 dwelling units shall be issued until the Property Owner has commenced the construction of the widening of Seminole Pratt Whitney Road from Seminole Ridge High School to north of the M Canal, including reconstruction of the bridge over the M Canal, compatible with the ultimate expanded section per Palm Beach County standard 140 foot Typical Expanded Intersection details. Initial bridge shall be a minimum 4 lane divided with a 30 foot wide median with paved shoulders and sidewalks. The Seminole Pratt Whitney Road roadway construction improvements shall tie-in to the existing north and south 4-lane sections on Seminole Pratt Whitney Road. This improvement shall be impact fee creditable. Non-residential building permits are not subject to this condition.

No building permits for development generating more than 2,270 external AM peak hour outbound trips shall be issued until the contracts are let for the widening of Seminole Pratt Whitney Road from Persimmon Boulevard to 60th Street North from a 4-lane divided to a 6-lane divided facility. This improvement shall be impact fee creditable.

Property Owner recognizes that it is an independent contractor and not an agent or a service of the County. No person employed by any party to this Agreement shall in connection with the performance of the required improvement, be considered the employee of the other party, nor shall any employee claiming a right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed. The Property Owner shall protect, defend, reimburse, indemnify and hold the County, its agents, employees, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during or out of construction of the required improvements contemplated by this Agreement.

The Property Owner shall maintain and require its contractor to maintain workers' compensation coverage in accordance with Florida Statutes. The Property Owner and contractor shall carry insurance naming the County as an Additional Insured Party, with minimum limits of one million dollars per occurrence and three million dollars general aggregate insurance, and shall carry automobile liability insurance with minimum limits of one million dollars per occurrence combined single limits.

To ensure faithful performance of the construction of the required improvements, the Property Owner shall also require all contractors performing work on the required improvements to execute and deliver to the Property Owner a payment and performance bond in an amount equal to one hundred ten percent (110%) of the certified cost estimate of the improvement prior to the issuance of any permit authorizing commencement of construction of the improvement. The bond shall be issued by a company authorized to do business in this State and which has a current valid certificate of authority issued by the United States Department of Treasury under 31 USC §9304-9308.

Section 5. Road Impact Fee Credit

Proportionate Fair Share contributions shall be applied as a credit against road impact fees to the extent that the Proportionate Fair Share contribution is used to address the same improvements contemplated by ULDC Article 13, Impact Fees.

Section 6. Governing Law

The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws of the United States and the State of Florida. If any litigation should be brought in connection with this Agreement, venue shall lie in Palm Beach County, Florida.

Section 7. Attorneys' Fees and Costs

The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms and provisions of this Agreement, each party in such litigation shall bear its own costs and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

Section 8. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 9. Agreement

This Agreement contains the entire agreement between the parties. No rights, duties or obligations of the parties shall be created unless specifically set forth in this Agreement.

Section 10. Amendment

No modification or amendment of this Agreement shall be of any legal force or effect unless it is in writing and executed by both parties.

Section 11. Binding Agreement

This Agreement shall inure to the benefit of and shall bind the parties, their heirs, successors and assigns.

Section 12. Assignment

This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees.

Section 13. Waiver

Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 14. Notices

Any notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and shall be hand delivered, sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid, to County and to Property Owner at their respective addresses below:

As to County:

Tanya N. McConnell, P.E.
Deputy County Engineer
Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411

With a copy to County's Legal Representative:

Robert P. Banks
Chief Land Use County Attorney
Palm Beach County Attorney
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to Property Owner:

John Carter
4400 West Sample Road
Suite 200
Coconut Creek, FL 33073

With a copy to Property Owner's Legal Representative:

Tara W. Duhy
Shareholder
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

Section 15. Effective Date

This Agreement shall become effective upon the date it is executed by the last party to it and the the date Resolution No. R-2014-_____ (Resolution Approving Zoning Application TDD/R-2014; Control No. 2006-00397; Minto West TTD) necessary for its implementation is effective

Section 16. Counterparts

This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

[Remainder of page intentionally blank.]

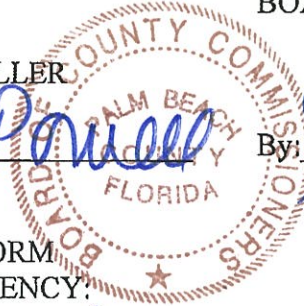
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

R2014-1649 OCT 29 2014
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: Sharon R. Bock
Deputy Clerk



By: Priscilla Taylor
Priscilla Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Sharon R. Bock
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: Dan Musberg
Director, Traffic Engineering

ATTEST:

Lyndie K. Reilly
Witness

PROPERTY OWNER

By: [Signature]
Manager of
Minto PBLH, LLC

EXHIBIT A
Legal Description

**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 called out 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.

EXHIBIT B

Exhibits 7C, 7E and 7F of

Minto West Concurrency Traffic Impact Analysis

August 18, 2014 Revision by

Pinder Troutman Consulting, Inc.

Supplemented by two letters dated August 19, 2014

from Andrea Troutman to Kimberly Graham

Exhibit 7C
Minto West
Proportionate Share Analysis - Total

Roadway	Link	Exist. Lanes	Dir	Prop. Lanes	TIM Right of Way (1)	New Service Volume	AM Peak Hour		PM Peak Hour		Bkgd's Highest Directional	Project's Highest Directional
							Cost of Bkgd Deficiency	Project's Prop Share Calculation	Cost of Bkgd Deficiency	Project's Prop Share Calculation		
Coconut Blvd	Orange Blvd to Temple Blvd	2L	NB	4LD	80 ft	1960	\$ -	\$ 253,749	\$ -	\$ -	\$ -	\$ 253,749
			SB			1960	\$ -	\$ -	\$ 24,556	\$ 281,034	\$ 24,556	\$ 281,034
	Temple Blvd to Northlake Blvd	2L	NB	4LD	80 ft	1960	\$ 806,474	\$ 359,133	\$ -	\$ -	\$ 806,474	\$ 359,133
			SB			1960	\$ -	\$ -	\$ 425,289	\$ 359,133	\$ 425,289	\$ 359,133
Northlake Blvd	140th Ave to Coconut Blvd	4LD	EB	6LD	240 ft	2940	\$ -	\$ 603,865	\$ -	\$ -	\$ -	\$ 603,865
			WB			2940	\$ -	\$ -	\$ -	\$ 507,708	\$ -	\$ 507,708
	Coconut Blvd to Ibis	4LD	EB	8LD	240 ft	3940	\$ 5,817,379	\$ 2,600,711	\$ -	\$ -	\$ 5,817,379	\$ 2,600,711
			WB			3940	\$ -	\$ -	\$ 4,893,443	\$ 2,600,711	\$ 4,893,443	\$ 2,600,711
	Ibis to SR 7	4LD	EB	8LD	120 ft	3940	\$ 2,287,344	\$ 809,828	\$ -	\$ -	\$ 2,287,344	\$ 809,828
			WB			3940	\$ -	\$ -	\$ 1,778,629	\$ 809,828	\$ 1,778,629	\$ 809,828
	SR 7 to Beeline Hwy	4LD	EB	6LD	180 ft	4980	\$ 1,493,274	\$ 2,139,803	\$ -	\$ -	\$ 1,493,274	\$ 2,139,803
			WB			4980	\$ -	\$ -	\$ -	\$ 2,114,776	\$ -	\$ 2,114,776
Okeechobee Blvd	140th Ave (E Rd) to Folsom Rd	2L	EB	4LD	120 ft	1960	\$ 34,728	\$ 791,018	\$ -	\$ 96,466	\$ 34,728	\$ 791,018
			WB			1960	\$ -	\$ -	\$ 81,031	\$ 791,018	\$ 81,031	\$ 791,018
	Crestwood to Royal Palm Beach	4LD	EB	6LD	120 ft	2680	\$ -	\$ 144,570	\$ -	\$ -	\$ -	\$ 144,570
			WB			2680	\$ -	\$ -	\$ 11,413	\$ 346,206	\$ 11,413	\$ 346,206
	Royal Palm Beach to Wildcat Way	6LD	EB	8LD	120 ft	3590	\$ -	\$ 100,294	\$ -	\$ -	\$ -	\$ 100,294
			WB			3590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Royal Palm Beach Blvd	60th St to Orange Blvd	2L	NB	4LD	80 ft	1960	\$ -	\$ -	\$ 146,867	\$ 36,024	\$ 146,867	\$ 36,024
			SB			1960	\$ 390,721	\$ 33,253	\$ -	\$ -	\$ 390,721	\$ 33,253
Southern Blvd	Big Blue Tr to Palms West Pkwy	6LD	EB	8LD	220 ft	3590	\$ 156,286	\$ 320,749	\$ -	\$ 227,159	\$ 156,286	\$ 320,749
			WB			3590	\$ -	\$ -	\$ 186,271	\$ 321,658	\$ 186,271	\$ 321,658
	Palms West Pkwy to Forest Hill	6LD	EB	8LD	220 ft	3590	\$ 150,387	\$ 329,731	\$ -	\$ 217,641	\$ 150,387	\$ 329,731
			WB			3590	\$ -	\$ -	\$ 161,596	\$ 330,665	\$ 161,596	\$ 330,665
	Forest Hill to Cypress Head	6LD	EB	8LD+	220 ft	4940	\$ 1,426,275	\$ 474,821	\$ -	\$ -	\$ 1,426,275	\$ 474,821
			WB			4940	\$ -	\$ -	\$ 1,065,918	\$ 445,407	\$ 1,065,918	\$ 445,407
	Cypress Head to Royal Palm Beach	6LD	EB	8LD	220 ft	3940	\$ 1,496,413	\$ 544,528	\$ -	\$ 58,194	\$ 1,496,413	\$ 544,528
			WB			3940	\$ -	\$ -	\$ 1,022,549	\$ 544,528	\$ 1,022,549	\$ 544,528
	Royal Palm Beach to SR 7	8LD	EB	8LD+	220 ft	4940	\$ 954,839	\$ 2,033,885	\$ -	\$ -	\$ 954,839	\$ 2,033,885
			WB			4940	\$ -	\$ -	\$ 3,376,870	\$ 2,033,885	\$ 3,376,870	\$ 2,033,885
	SR 7 to Sansbury	8LD	EB	8LD+	220 ft	4940	\$ 1,744,065	\$ 937,846	\$ -	\$ -	\$ 1,744,065	\$ 937,846
			WB			4940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sansbury to Benoist Farms	8LD	EB	8LD+	220 ft	4940	\$ 83,346	\$ 533,935	\$ -	\$ -	\$ 83,346	\$ 533,935	
		WB			4940	\$ -	\$ -	\$ -	\$ 28,650	\$ -	\$ 28,650	
Benoist Farms to Pike Rd/Tpike	8LD	EB	8LD+	220 ft	4500	\$ 1,082,895	\$ 621,830	\$ -	\$ -	\$ 1,082,895	\$ 621,830	
		WB			4500	\$ -	\$ -	\$ 509,598	\$ 621,830	\$ 509,598	\$ 621,830	
SR 710/Beeline	Northlake Blvd to Jog Rd	4LD	NB	6LD	200 ft	2940	\$ 2,658,620	\$ 311,888	\$ -	\$ -	\$ 2,658,620	\$ 311,888
			SB			2940	\$ -	\$ -	\$ 1,786,544	\$ 311,888	\$ 1,786,544	\$ 311,888
TOTAL										\$ 36,053,620	\$ 26,430,386	

(1) Source: Map TE 14.1 Thoroughfare Right of Way Identification Map of Palm Beach County Comprehensive Plan.
8LD+ is comparable to 5 lanes in one direction.

Exhibit 7E
Minto West
Intersection Proportionate Share Analysis (1)

<u>Northlake Blvd & Beeline Hwy - PM Peak Hour</u>	
Total Volume w/Existing Lanes (2)	4860
Total Volume w/Proposed Improvements (2)	9311
Add'l Capacity of Improvement	4451
Project Trips in Intersection	1110
Project's % of Add'l Capacity	24.9%
Estimated Cost of Improvement (3)	\$34,700,000
Project's Prop Share Payment	\$8,653,561
<u>Okeechobee & SR 7 - PM Peak Hour</u>	
Total Volume w/Existing Lanes (2)	6045
Total Volume w/Proposed Improvements (2)	10047
Add'l Capacity of Improvement	4002
Project Trips in Intersection	986
Project's % of Add'l Capacity	24.6%
Estimated Cost of Improvement (4)	\$40,000,000
Project's Prop Share Payment	\$9,855,072
<u>Okeechobee Blvd & Jog Rd - PM Peak Hour</u>	
Total Volume w/Existing Lanes (2)	8324
Total Volume w/Proposed Improvements (2)	9787
Add'l Capacity of Improvement	1463
Project Trips in Intersection	666
Project's % of Add'l Capacity	45.5%
Estimated Cost of Improvement (5)	\$1,828,823
Project's Prop Share Payment	\$832,533
<u>Persimmon Blvd & Royal Palm Beach Blvd - AM Peak Hour</u>	
Total Volume w/Existing Lanes (2)	2614
Total Volume w/Proposed Improvements (2)	3554
Add'l Capacity of Improvement	940
Project Trips in Intersection	676
Project's % of Add'l Capacity	71.9%
Estimated Cost of Improvement (5)	\$1,733,280
Project's Prop Share Payment	\$1,246,486
<u>Southern Blvd & Seminole Pratt Whitney Rd - AM Peak Hour</u>	
Total Volume w/Existing Lanes (2)	5146
Total Volume w/Proposed Improvements (2)	6410
Add'l Capacity of Improvement	1264
Project Trips in Intersection	1026
Project's % of Add'l Capacity	81.2%
Estimated Cost of Improvement (5)	\$336,920
Project's Prop Share Payment	\$273,481
<u>Southern Blvd & Forest Hill Blvd - PM Peak Hour</u>	
Total Volume w/Existing Lanes (2)	9277
Total Volume w/Proposed Improvements (2)	11141
Add'l Capacity of Improvement	1864
Project Trips in Intersection	764
Project's % of Add'l Capacity	41.0%
Estimated Cost of Improvement (5)	\$6,135,733
Project's Prop Share Payment	\$2,514,861
Total Intersection Prop Share Payment	\$23,375,995

(1) See Appendix E for intersection proportionate share analyses.
 (2) Total approach volumes through intersection at which point the level of service of the intersection goes from D to E.
 (3) Source: FDOT PD&E.
 (4) Source: Palm Beach MPO.
 (5) See Appendix G for cost estimates from Simmons & White and Palm Beach County.

Exhibit 7F
Minto West
Intersections - Requested Dual Left Turn Lanes - Proportionate Share

Intersection	Left Turn		Highest Project Volume	New Capacity on Approach (1)	Project Share	Length of Imp. (feet) (1)	Cost of Imp. (2)	Project Share of Cost
	Movement	Highest 2035 Total Volume						
60th Street & SR 7	Westbound	303	23	250	9%	600	\$ 207,828	\$ 19,120
Northlake Blvd & Jog Rd (3)	Westbound	392	0	250	0%	600	\$ 207,828	\$ -
	Southbound	278	0	250	0%	600	\$ 207,828	\$ -
Okeechobee Blvd & Benoist Farms Rd	Westbound	259	0	250	0%	600	\$ 207,828	\$ -
Orange Blvd & Seminole Pratt-Whitney Rd	Westbound	495	68	250	27%	600	\$ 207,828	\$ 56,529
Orange Blvd & Coconut (4)	Eastbound	281	57	500	11%	1200	\$ 415,656	\$ 47,385
	Southbound	328	0	250	0%	600	\$ 207,828	\$ -
Orange Grove Blvd & SR 7	Northbound	351	80	250	32%	600	\$ 207,828	\$ 66,505
Persimmon Blvd & SR 7	Northbound	609	194	250	78%	600	\$ 207,828	\$ 161,275
Roebuck Rd & SR 7	Southbound	415	68	250	27%	600	\$ 207,828	\$ 56,529
Southern Blvd & Binks Forest Dr	Northbound	398	46	250	18%	600	\$ 207,828	\$ 38,240
	Southbound	263	0	250	0%	600	\$ 207,828	\$ -
							TOTAL	\$ 445,583

- (1) Source: Briger DRI Intersection Proportionate Share Methodolgy.
- (2) FDOT Generic Cost Per Mile Model for New Construction Extra Cost for Additional Lane on Urban Arterial of \$1,828,886 cost per mile.
- (3) Requires 2 lanes - 1 additional westbound and 1 additional southbound.
- (4) Requires 3 lanes - 2 eastbound and 1 additional southbound.



August 19, 2014

Ms. Kimberly Graham, P.E.
Palm Beach County Traffic Division
2300 North Jbg Road, 3rd Floor
West Palm Beach, Florida 33411-3745

**Re: Minto West - # PTC13-013
2nd Supplemental Phasing Information**

Dear Ms. Graham:

The purpose of this letter is to provide a second supplemental phasing information to the Concurrency Traffic Impact Analysis dated August 18, 2014 in response to comments per discussions today. The comments are summarized below with the response following.


1. **Comment:** Roebuck Rd Proportionate Share should be based on highest peak hour by direction.
Response: Calculations are provided on Attachment 1. The condition should be revised to read as follows:
 15. No building permits for more than 2,269 single family dwelling units (or development generating an equivalent number of external AM peak hour outbound trips) shall be issued until the contracts are let for the Assured Construction improvement to construct Roebuck Road from SR 7 to Jbg Road as a 4-lane divided facility or until the Property Owner makes a proportionate share payment in the amount of ~~\$2,275,000~~ ~~\$1,114,458~~ \$1,144,578, which represents the Property Owner's proportionate share of the improvement. This proportionate share amount may be applied toward construction of this improvement or one or more other improvements that will benefit mobility in the area impacted by the project.

2. **Comment:** Southern Blvd between Forest Hill Blvd and Royal Palm Beach Blvd needs to be shown with one improvement.
Response: Exhibits 7A-7D have been revised to show the proportionate share calculation based on 8LD+ for the entire segment of Southern Boulevard from Forest Hill Boulevard to Royal Palm beach Blvd. The condition should be revised to read as shown on the next page:

16. No building permits for more than 2,272 single family dwelling units (or development generating an equivalent number of external AM peak hour outbound trips) shall be issued until the Property Owner makes a proportionate share payment in the amount of ~~\$2,009,284~~ \$1,830,327, which represents the Property Owner's proportionate share of the widening of Southern Boulevard from Forest Hill Boulevard to ~~Cypress Head Drive~~ Royal Palm Beach Boulevard from a 6-lane divided facility to an 8-lane plus divided facility and ~~from Cypress Head Drive to Royal Palm Beach Boulevard from 6-lane divided facility to an 8-lane plus divided facility~~. This proportionate share amount may be applied toward construction of this improvement or one or more other improvements that will benefit mobility in the area impacted by the project.

Please contact this office if you need any additional information or have any questions.

Sincerely,



Andrea M. Troutman, P.E.
President

Attachments

cc: Dan Weisberg
Quazi Bari
Maria Tejera
John Carter
Tara Duhay

Attachment 1
Minto West
Roebuck Rd Proportionate Share Analysis

									AM and PM Peak Hour		
Roadway	Link	Exist Lanes	Dir	Service Volume	Prog. Lanes	New Service Volume	Capacity Created	Cost of Improve. (1)	Project Traffic (2)	Project Share Of Cost	Prop Share Calculation
Roebuck Road	SR 7 to Jog Rd	0L	EB	0	4LD	3320	3320	\$25,000,000	80	2.4%	\$ 602,410
			WB	0		3320	3320	\$25,000,000	72	2.2%	\$ 542,169

(1) Source: Palm Beach County Five Year Road Program.

(2) See Exhibit 3D for project traffic data. Used higher of AM and PM peak hour by direction.

Exhibit 7A
Minto West
Proportionate Share Analysis - AM Peak Hour (1)

										AM PEAK HOUR (3)									
Roadway	Link	Prog. Lanes	Dir	Service Volume	Prop. Lanes	New Service Volume	Capacity Created	Length (miles)	Source/Road Type	Cost of Improve. (2)	2035 Bkgd Traffic	Bkgd Def.	Bkgd Share Of Cost	Cost of Bkgd Deficiency	Project Traffic	Mitig. Project Traffic	2035 Total Traffic	Project Share Of Cost	Prop Share Calculation
Coconut Blvd	Orange Blvd to Temple Blvd	2L	NB	880	4LD	1960	1080	1.0	Urban	\$2,946,760	870	-10	None	\$ -	103	93	973	8.6%	\$ 253,749
			SB	880		1960	1080			\$2,946,760	0	-880	None	\$ -	0	0	0	0.0%	\$ -
	Temple Blvd to Northlake Blvd	2L	NB	880	4LD	1960	1080	1.2	Urban	\$3,402,312	1136	256	23.7%	\$ 806,474	114	114	1250	10.6%	\$ 359,133
			SB	880		1960	1080			\$3,402,312	0	-880	None	\$ -	0	0	0	0.0%	\$ -
Northlake Blvd	140th Ave to Coconut Blvd	4LD	EB	1960	6LD	2940	980	1.5	Urban	\$3,769,350	1753	-207	None	\$ -	364	157	2117	16.0%	\$ 603,865
			WB	1960		2940	980			\$3,769,350	0	-1960	None	\$ -	0	0	0	0.0%	\$ -
	Coconut Blvd to Ibis	4LD	EB	1960	8LD	3940	1980	2.0	Urban	\$11,292,560	2980	1020	51.5%	\$ 5,817,379	456	456	3436	23.0%	\$ 2,600,711
			WB	1960		3940	1980			\$11,292,560	0	-1960	None	\$ -	0	0	0	0.0%	\$ -
	Ibis to SR 7	4LD	EB	1960	8LD	3940	1980	0.5	Urban	\$3,703,140	3183	1223	61.8%	\$ 2,287,344	433	433	3616	21.9%	\$ 809,828
			WB	1960		3940	1980			\$3,703,140	0	-1960	None	\$ -	0	0	0	0.0%	\$ -
	SR 7 to Beeline Hwy	4LD	EB	3320	6LD	4980	1660	2.8	Urban	\$6,924,120	3678	358	21.6%	\$ 1,493,274	513	513	4191	30.9%	\$ 2,139,803
			WB	3320		4980	1660			\$6,924,120	0	-3320	None	\$ -	0	0	0	0.0%	\$ -
Steeplechase Dr to Military Trail	6LD	EB	2940	8LD	3940	1000	1.3	Urban	\$4,458,394	0	-2940	None	\$ -	0	0	0	0.0%	\$ -	
		WB	2940		3940	1000			\$4,458,394	0	-2940	None	\$ -	0	0	0	0.0%	\$ -	
Okeechobee Blvd	140th Ave (E Rd) to Folsom Rd	2L	EB	880	4LD	1960	1080	1.2	Urban	\$4,167,312	889	9	0.8%	\$ 34,728	205	205	1094	19.0%	\$ 791,018
			WB	880		1960	1080			\$4,167,312	0	-880	None	\$ -	0	0	0	0.0%	\$ -
	Crestwood to Royal Palm Beach	4LD	EB	1770	6LD	2680	910	0.7	Urban	\$1,731,030	1664	-106	None	\$ -	182	76	1846	8.4%	\$ 144,570
			WB	1770		2680	910			\$1,731,030	0	-1770	None	\$ -	0	0	0	0.0%	\$ -
Royal Palm Beach to Wildcat Way	6LD	EB	2680	8LD	3590	910	1.3	Urban	\$4,563,394	2518	-162	None	\$ -	182	20	2700	2.2%	\$ 100,294	
		WB	2680		3590	910			\$4,563,394	0	-2680	None	\$ -	0	0	0	0.0%	\$ -	
Royal Palm Beach Blvd	60th St to Orange Blvd	2L	NB	880	4LD	1960	1080	1.0	Urban	\$2,992,760	0	-880	None	\$ -	0	0	0	0.0%	\$ -
			SB	880		1960	1080			\$2,992,760	1021	141	13.1%	\$ 390,721	12	12	1033	1.1%	\$ 33,253
Southern Blvd	Big Blue Tr to Palms West Pkwy	6LD	EB	2680	8LD	3590	910	0.5	Rural	\$826,860	2852	172	18.9%	\$ 156,286	353	353	3205	38.8%	\$ 320,749
			WB	2680		3590	910			\$826,860	0	-2680	None	\$ -	0	0	0	0.0%	\$ -
	Palms West Pkwy to Forest Hill	6LD	EB	2680	8LD	3590	910	0.3	Urban	\$850,014	2841	161	17.7%	\$ 150,387	353	353	3194	38.8%	\$ 329,731
			WB	2680		3590	910			\$850,014	0	-2680	None	\$ -	0	0	0	0.0%	\$ -
	Forest Hill to Cypress Head	6LD	EB	2940	8LD+	4940	2000	0.6	Urban	\$3,624,588	3727	787	39.4%	\$ 1,426,275	262	262	3989	13.1%	\$ 474,821
			WB	2940		4940	2000			\$3,624,588	0	-2940	None	\$ -	0	0	0	0.0%	\$ -
	Cypress Head to Royal Palm Beach	6LD	EB	2940	8LD+	4940	2000	0.4	Urban	\$3,361,392	3660	720	36.0%	\$ 1,210,101	262	262	3922	13.1%	\$ 440,342
			WB	2940		4940	2000			\$3,361,392	0	-2940	None	\$ -	0	0	0	0.0%	\$ -
	Royal Palm Beach to SR 7	8LD	EB	3940	8LD+	4940	1000	1.7	Urban	\$7,762,920	4063	123	12.3%	\$ 954,839	262	262	4325	26.2%	\$ 2,033,885
			WB	3940		4940	1000			\$7,762,920	0	-3940	None	\$ -	0	0	0	0.0%	\$ -
	SR 7 to Sansbury	8LD	EB	3940	8LD+	4940	1000	1.1	Urban	\$4,113,360	4364	424	42.4%	\$ 1,744,065	228	228	4592	22.8%	\$ 937,846
			WB	3940		4940	1000			\$4,113,360	0	-3940	None	\$ -	0	0	0	0.0%	\$ -
Sansbury to Benoist Farms	8LD	EB	3940	8LD+	4940	1000	0.6	Urban	\$2,604,560	3972	32	3.2%	\$ 83,346	205	205	4177	20.5%	\$ 533,935	
		WB	3940		4940	1000			\$2,604,560	0	-3940	None	\$ -	0	0	0	0.0%	\$ -	
Benoist Farms to Pike Rd/Tpike	8LD	EB	3590	8LD+	4500	910	0.7	Urban	\$2,760,320	3947	357	39.2%	\$ 1,082,895	205	205	4152	22.5%	\$ 621,830	
		WB	3590		4500	910			\$2,760,320	0	-3590	None	\$ -	0	0	0	0.0%	\$ -	
SR 710/Beeline	Northlake Blvd to Jog Rd	4LD	EB	1960	6LD	2940	980	1.2	Urban	\$2,967,480	2838	878	89.6%	\$ 2,658,620	103	103	2941	10.5%	\$ 311,888
			WB	1960		2940	980			\$2,967,480	0	-1960	None	\$ -	0	0	0	0.0%	\$ -

(1) See Exhibit 6A for traffic volume data.
 (2) Calculation of improvement cost provided on Exhibit 7D.
 (3) Background and Project Traffic are shown as '0' for insignificant or undercapacity links.
 8LD+ is comparable to 5 lanes in one direction.

Exhibit 7B
Minto West
Proportionate Share Analysis - PM Peak Hour (1)

										PM PEAK HOUR (3)									
Roadway	Link	Prog. Lanes	Dir	Service Volume	Prop. Lanes	New Service Volume	Capacity Created	Length (miles)	Source/Road Type	Cost of Improve. (2)	2035 Bkgd Traffic	Bkgd Def.	Bkgd Share Of Cost	Cost of Bkgd Deficiency	Project Traffic	Mitig. Project Traffic	2035 Total Traffic	Project Share Of Cost	Prop Share Calculation
Coconut Blvd	Orange Blvd to Temple Blvd	2L	NB	880	4LD	1960	1080	1.0	Urban	\$2,946,760	0	-880	None	\$ -	0	0	0	0.0%	\$ -
			SB	880		1960	1080			\$2,946,760	889	9	0.8%	\$ 24,556	103	103	992	9.5%	\$ 281,034
	Temple Blvd to Northlake Blvd	2L	NB	880	4LD	1960	1080	1.2	Urban	\$3,402,312	0	-880	None	\$ -	0	0	0	-0.0%	\$ -
			SB	880		1960	1080			\$3,402,312	1015	135	12.5%	\$ 425,289	114	114	1129	10.6%	\$ 359,133
Northlake Blvd	140th Ave to Coconut Blvd	4LD	EB	1960	6LD	2940	980	1.5	Urban	\$3,769,350	0	-1960	None	\$ -	0	0	0	0.0%	\$ -
			WB	1960		2940	980			\$3,769,350	1727	-233	None	\$ -	365	132	2092	13.5%	\$ 507,708
	Coconut to Ibis	4LD	EB	1960	8LD	3940	1980	2.0	Urban	\$11,292,560	0	-1960	None	\$ -	0	0	0	0.0%	\$ -
			WB	1960		3940	1980			\$11,292,560	2818	858	43.3%	\$ 4,893,443	456	456	3274	23.0%	\$ 2,600,711
	Ibis to SR 7	4LD	EB	1960	8LD	3940	1980	0.5	Urban	\$3,703,140	0	-1960	None	\$ -	0	0	0	0.0%	\$ -
			WB	1960		3940	1980			\$3,703,140	2911	951	48.0%	\$ 1,778,629	433	433	3344	21.9%	\$ 809,828
	SR 7 to Beeline Hwy	4LD	EB	3320	6LD	4980	1660	2.8	Urban	\$6,924,120	0	-3320	None	\$ -	0	0	0	0.0%	\$ -
			WB	3320		4980	1660			\$6,924,120	3314	-6	None	\$ -	513	507	3827	30.5%	\$ 2,114,776
Okeechobee Blvd	140th Ave (E Rd) to Folsom Rd	2L	EB	880	4LD	1960	1080	1.2	Urban	\$4,167,312	666	-214	None	\$ -	239	25	905	2.3%	\$ 96,466
			WB	880		1960	1080			\$4,167,312	901	21	1.9%	\$ 81,031	205	205	1106	19.0%	\$ 791,018
	Crestwood to Royal Palm Beach	4LD	EB	1770	6LD	2680	910	0.7	Urban	\$1,731,030	0	-1770	None	\$ -	0	0	0	0.0%	\$ -
			WB	1770		2680	910			\$1,731,030	1776	6	0.7%	\$ 11,413	182	182	1958	20.0%	\$ 346,206
	Royal Palm Beach to Wildcat Way	6LD	EB	2680	8LD	3590	910	1.3	Urban	\$4,563,394	0	-2680	None	\$ -	0	0	0	0.0%	\$ -
			WB	2680		3590	910			\$4,563,394	0	-2680	None	\$ -	0	0	0	0.0%	\$ -
Royal Palm Beach Blvd	60th St to Orange Blvd	2L	NB	880	4LD	1960	1080	1.0	Urban	\$2,992,760	933	53	4.9%	\$ 146,867	13	13	946	1.2%	\$ 36,024
		SB	880	1960		1080	\$2,992,760			0	-880	None	\$ -	0	0	0	0.0%	\$ -	
Southern Blvd	Big Blue Tr to Palms West Pkwy	6LD	EB	2680	8LD	3590	910	0.5	Rural	\$826,860	2519	-161	None	\$ -	411	250	2930	27.5%	\$ 227,159
			WB	2680		3590	910			\$826,860	2885	205	22.5%	\$ 186,271	354	354	3239	38.9%	\$ 321,658
	Palms West Pkwy to Forest Hill	6LD	EB	2680	8LD	3590	910	0.3	Urban	\$850,014	2502	-178	None	\$ -	411	233	2913	25.6%	\$ 217,641
			WB	2680		3590	910			\$850,014	2853	173	19.0%	\$ 161,596	354	354	3207	38.9%	\$ 330,665
	Forest Hill to Cypress Head	6LD	EB	2940	8LD+	4940	2000	0.6	Urban	\$3,624,588	0	-2940	None	\$ -	0	0	0	0.0%	\$ -
			WB	2940		4940	2000			\$3,624,588	3567	627	31.4%	\$ 1,136,308	262	262	3829	13.1%	\$ 474,821
	Cypress Head to Royal Palm Beach	6LD	EB	2940	8LD+	4940	2000	0.4	Urban	\$3,361,392	2663	-277	None	\$ -	305	28	2968	1.4%	\$ 47,059
			WB	2940		4940	2000			\$3,361,392	3432	492	24.6%	\$ 826,902	262	262	3694	13.1%	\$ 440,342
	Royal Palm Beach to SR 7	8LD	EB	3940	8LD+	4940	1000	1.7	Urban	\$7,762,920	0	-3940	None	\$ -	0	0	0	0.0%	\$ -
			WB	3940		4940	1000			\$7,762,920	4375	435	43.5%	\$ 3,376,870	262	262	4637	26.2%	\$ 2,033,885
	SR 7 to Sansbury	8LD	EB	3940	8LD+	4940	1000	1.1	Urban	\$4,113,360	0	-3940	None	\$ -	0	0	0	0.0%	\$ -
			WB	3940		4940	1000			\$4,113,360	0	-3940	None	\$ -	0	0	0	0.0%	\$ -
	Sansbury to Benoist Farms	8LD	EB	3940	8LD+	4940	1000	0.6	Urban	\$2,604,560	0	-3940	None	\$ -	0	0	0	0.0%	\$ -
			WB	3940		4940	1000			\$2,604,560	3746	-194	None	\$ -	205	11	3951	1.1%	\$ 28,650
Benoist Farms to Pike Rd/Tpike	8LD	EB	3590	8LD+	4500	910	0.7	Urban	\$2,760,320	0	-3590	None	\$ -	0	0	0	0.0%	\$ -	
		WB	3590		4500	910			\$2,760,320	3758	168	18.5%	\$ 509,598	205	205	3963	22.5%	\$ 621,830	
SR 710/Beeline	Northlake Blvd to Jog Rd	4LD	EB	1960	6LD	2940	980	1.2	Urban	\$2,967,480	0	-1960	None	\$ -	0	0	0	0.0%	\$ -
			WB	1960		2940	980			\$2,967,480	2550	590	60.2%	\$ 1,786,544	103	103	2653	10.5%	\$ 311,888

(1) See Exhibit 6B for traffic volume data.
 (2) Calculation of improvement cost provided on Exhibit 7D.
 (3) Background and Project Traffic are shown as '0' for insignificant or undercapacity links.
 8LD+ is comparable to 5 lanes in one direction.

**Exhibit 7C
Minto West
Proportionate Share Analysis - Total**

Roadway	Link	Exist. Lanes	Dir	Prop. Lanes	TIM Right of Way (1)	New Service Volume	AM Peak Hour		PM Peak Hour		Bkgd's Highest Directional	Project's Highest Directional
							Cost of Bkgd Deficiency	Project's Prop Share Calculation	Cost of Bkgd Deficiency	Project's Prop Share Calculation		
Coconut Blvd	Orange Blvd to Temple Blvd	2L	NB	4LD	80 ft	1960	\$ -	\$ 253,749	\$ -	\$ -	\$ -	\$ 253,749
			SB			1960	\$ -	\$ -	\$ 24,556	\$ 281,034	\$ 24,556	\$ 281,034
	Temple Blvd to Northlake Blvd	2L	NB	4LD	80 ft	1960	\$ 806,474	\$ 359,133	\$ -	\$ -	\$ 806,474	\$ 359,133
			SB			1960	\$ -	\$ -	\$ 425,289	\$ 359,133	\$ 425,289	\$ 359,133
Northlake Blvd	140th Ave to Coconut Blvd	4LD	EB	6LD	240 ft	2940	\$ -	\$ 603,865	\$ -	\$ -	\$ -	\$ 603,865
			WB			2940	\$ -	\$ -	\$ -	\$ 507,708	\$ -	\$ 507,708
	Coconut Blvd to Ibis	4LD	EB	8LD	240 ft	3940	\$ 5,817,379	\$ 2,600,711	\$ -	\$ -	\$ 5,817,379	\$ 2,600,711
			WB			3940	\$ -	\$ -	\$ 4,893,443	\$ 2,600,711	\$ 4,893,443	\$ 2,600,711
	Ibis to SR 7	4LD	EB	8LD	120 ft	3940	\$ 2,287,344	\$ 809,828	\$ -	\$ -	\$ 2,287,344	\$ 809,828
			WB			3940	\$ -	\$ -	\$ 1,778,629	\$ 809,828	\$ 1,778,629	\$ 809,828
	SR 7 to Beeline Hwy	4LD	EB	6LD	180 ft	4980	\$ 1,493,274	\$ 2,139,803	\$ -	\$ -	\$ 1,493,274	\$ 2,139,803
			WB			4980	\$ -	\$ -	\$ -	\$ 2,114,776	\$ -	\$ 2,114,776
Okeechobee Blvd	140th Ave (E Rd) to Folsom Rd	2L	EB	4LD	120 ft	1960	\$ 34,728	\$ 791,018	\$ -	\$ 96,466	\$ 34,728	\$ 791,018
			WB			1960	\$ -	\$ -	\$ 81,031	\$ 791,018	\$ 81,031	\$ 791,018
	Crestwood to Royal Palm Beach	4LD	EB	6LD	120 ft	2680	\$ -	\$ 144,570	\$ -	\$ -	\$ -	\$ 144,570
			WB			2680	\$ -	\$ -	\$ 11,413	\$ 346,206	\$ 11,413	\$ 346,206
	Royal Palm Beach to Wildcat Way	6LD	EB	8LD	120 ft	3590	\$ -	\$ 100,294	\$ -	\$ -	\$ -	\$ 100,294
			WB			3590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Royal Palm Beach Blvd	60th St to Orange Blvd	2L	NB	4LD	80 ft	1960	\$ -	\$ -	\$ 146,867	\$ 36,024	\$ 146,867	\$ 36,024
			SB			1960	\$ 390,721	\$ 33,253	\$ -	\$ -	\$ 390,721	\$ 33,253
Southern Blvd	Big Blue Tr to Palms West Pkwy	6LD	EB	8LD	220 ft	3590	\$ 156,286	\$ 320,749	\$ -	\$ 227,159	\$ 156,286	\$ 320,749
			WB			3590	\$ -	\$ -	\$ 186,271	\$ 321,658	\$ 186,271	\$ 321,658
	Palms West Pkwy to Forest Hill	6LD	EB	8LD	220 ft	3590	\$ 150,387	\$ 329,731	\$ -	\$ 217,641	\$ 150,387	\$ 329,731
			WB			3590	\$ -	\$ -	\$ 161,596	\$ 330,665	\$ 161,596	\$ 330,665
	Forest Hill to Cypress Head	6LD	EB	8LD+	220 ft	4940	\$ 1,426,275	\$ 474,821	\$ -	\$ -	\$ 1,426,275	\$ 474,821
			WB			4940	\$ -	\$ -	\$ 1,136,308	\$ 474,821	\$ 1,136,308	\$ 474,821
	Cypress Head to Royal Palm Beach	6LD	EB	8LD+	220 ft	4940	\$ 1,210,101	\$ 440,342	\$ -	\$ 47,059	\$ 1,210,101	\$ 440,342
			WB			4940	\$ -	\$ -	\$ 826,902	\$ 440,342	\$ 826,902	\$ 440,342
	Royal Palm Beach to SR 7	8LD	EB	8LD+	220 ft	4940	\$ 954,839	\$ 2,033,885	\$ -	\$ -	\$ 954,839	\$ 2,033,885
			WB			4940	\$ -	\$ -	\$ 3,376,870	\$ 2,033,885	\$ 3,376,870	\$ 2,033,885
	SR 7 to Sansbury	8LD	EB	8LD+	220 ft	4940	\$ 1,744,065	\$ 937,846	\$ -	\$ -	\$ 1,744,065	\$ 937,846
			WB			4940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sansbury to Benoit Farms	8LD	EB	8LD+	220 ft	4940	\$ 83,346	\$ 533,935	\$ -	\$ -	\$ 83,346	\$ 533,935
			WB			4940	\$ -	\$ -	\$ -	\$ 28,650	\$ -	\$ 28,650
Benoit Farms to Pike Rd/Tpike	8LD	EB	8LD+	220 ft	4500	\$ 1,082,895	\$ 621,830	\$ -	\$ -	\$ 1,082,895	\$ 621,830	
		WB			4500	\$ -	\$ -	\$ 509,598	\$ 621,830	\$ 509,598	\$ 621,830	
SR 710/Beeline	Northlake Blvd to Jog Rd	4LD	NB	6LD	200 ft	2940	\$ 2,658,620	\$ 311,888	\$ -	\$ -	\$ 2,658,620	\$ 311,888
			SB			2940	\$ -	\$ -	\$ 1,786,544	\$ 311,888	\$ 1,786,544	\$ 311,888
TOTAL											\$ 35,642,052	\$ 26,251,428

(1) Source: Map TE 14.1 Thoroughfare Right of Way Identification Map of Palm Beach County Comprehensive Plan.
8LD+ is comparable to 5 lanes in one direction.

Exhibit 7D
Minto West
Proportionate Share Analysis - Cost Estimates

Roadway	Link	Prog. Lanes	Prop. Lanes	Length (miles)	Source/ Road Type	Cost of Improvement				
						Link Constr. (1)	Intersection (2)	Des/Perm/CE 20%	R/W (2)	Total
Coconut Blvd	Orange Blvd to Temple Blvd	2L	4LD	1.0	Urban	\$4,579,600	\$90,000	\$933,920	\$290,000	\$5,893,520
	Temple Blvd to Northlake Blvd	2L	4LD	1.2	Urban	\$5,495,520	\$0	\$1,099,104	\$210,000	\$6,804,624
Northlake Blvd	140th Ave to Coconut Blvd	4LD	6LD	1.5	Urban	\$6,182,250	\$0	\$1,236,450	\$120,000	\$7,538,700
	Coconut to Ibis	4LD	8LD	2.0	Urban	\$17,687,600	\$0	\$3,537,520	\$1,360,000	\$22,585,120
	Ibis to SR 7	4LD	8LD	0.5	Urban	\$4,421,900	\$0	\$884,380	\$2,100,000	\$7,406,280
	SR 7 to Beeline Hwy	4LD	6LD	2.8	Urban	\$11,540,200	\$0	\$2,308,040	\$0	\$13,848,240
Okeechobee Blvd	140th Ave (E Rd) to Folsom Rd	2L	4LD	1.2	Urban	\$5,495,520	\$0	\$1,099,104	\$1,740,000	\$8,334,624
	Crestwood to Royal Palm Beach	4LD	6LD	0.7	Urban	\$2,885,050	\$0	\$577,010	\$0	\$3,462,060
	Royal Palm Beach to Wildcat Way	6LD	8LD	1.3	Urban	\$6,138,990	\$0	\$1,227,798	\$1,760,000	\$9,126,788
Royal Palm Beach Blvd	60th St to Orange Blvd	2L	4LD	1.0	Urban	\$4,579,600	\$0	\$915,920	\$490,000	\$5,985,520
Southern Blvd	Big Blue Tr to Palms West Pkwy	6LD	8LD	0.5	Rural	\$1,328,100	\$50,000	\$275,620	\$0	\$1,653,720
	Palms West Pkwy to Forest Hill	6LD	8LD	0.3	Urban	\$1,416,690	\$0	\$283,338	\$0	\$1,700,028
	Forest Hill to Cypress Head	6LD	8LD+	0.6	Urban	\$6,040,980	\$0	\$1,208,196	\$0	\$7,249,176
	Cypress Head to Royal Palm Beach	6LD	8LD+	0.4	Urban	\$4,027,320	\$0	\$805,464	\$1,890,000	\$6,722,784
	Royal Palm Beach to SR 7	8LD	8LD+	1.7	Urban	\$9,088,200	\$0	\$1,817,640	\$4,620,000	\$15,525,840
	SR 7 to Sansbury	8LD	8LD+	1.1	Urban	\$5,880,600	\$0	\$1,176,120	\$1,170,000	\$8,226,720
	Sansbury to Benoist Farms	8LD	8LD+	0.6	Urban	\$3,207,600	\$0	\$641,520	\$1,360,000	\$5,209,120
	Benoist Farms to Pike Rd/Tpike	8LD	8LD+	0.7	Urban	\$3,742,200	\$0	\$748,440	\$1,030,000	\$5,520,640
SR 710/Beeline	Northlake Blvd to Jog Rd	4LD	6LD	1.2	Urban	\$4,945,800	\$0	\$989,160	\$0	\$5,934,960

(1)

Road Improvement	Construction Cost Per Mile*
Urban: 2L to 4LD	\$4,579,600
Urban: 4LD to 6LD	\$4,121,500
Urban: 6LD to 8LD	\$4,722,300
Urban: 8LD to 8LD+	\$5,346,000
Rural: 2L to 4LD	\$2,656,900
Rural: 4LD to 6LD	\$2,380,700
Rural: 6LD to 8LD	\$2,656,200
Rural: 8LD to 8LD+	\$3,303,300

* Based on FDOT Generic Cost Per Mile Models, April 2014.

(2) See Appendix G for cost estimates from Simmons & White and Palm Beach County.



August 19, 2014

Ms. Kimberly Graham, P.E.
Palm Beach County Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, Florida 33411-3745

**Re: Minto West - #PTC13-013
Supplemental Phasing Information**

Dear Ms. Graham:

The purpose of this letter is to provide supplemental phasing information to the Concurrency Traffic Impact Analysis dated August 18, 2014 in response to comments from MTP Group dated August 18, 2014 for the above referenced project. The comments are listed below with the response following.

1. **Comment:** Condition 15 pertaining to Roebuck Road extension includes an option for proportionate share if the improvement is delayed. Calculations used to estimate proportionate share for this improvement need to be included in the study.
Response: Calculations are provided on Attachment 1. The condition should be revised to read as follows.
 15. No building permits for more than 2,269 single family dwelling units (or development generating an equivalent number of external AM peak hour outbound trips) shall be issued until the contracts are let for the Assured Construction improvement to construct Roebuck Road from SR 7 to Jog Road as a 4-lane divided facility or until the Property Owner makes a proportionate share payment in the amount of ~~\$2,275,000~~ \$1,114,458, which represents the Property Owner's proportionate share of the improvement. This proportionate share amount may be applied toward construction of this improvement or one or more other improvements that will benefit mobility in the area impacted by the project.

2. **Comment:** Condition 16 pertaining to Southern Blvd between Forest Hill Blvd and Royal Palm Beach Blvd shows different lane geometry to the east and west of Cypress Head Dr. Since this is a link as defined by the ULDC, the proposed improvement should be for an 8-lane divided facility throughout.
Response: The phasing condition is consistent with the proportionate share analysis included in Exhibits 7A-7D. The County has clearly divided this link into two segments with the use of two separate count stations and committed development. Thus, two separate improvements could result. Nothing in Article 12 precludes the payment of proportionate share to a segment of a link. Therefore, no change to the condition is needed.

3. Comment: Phasing for CRALLS mitigation needs to be determined. The proposed phasing to be consistent with the improvements to the intersection of Jog Rd/Okeechobee Blvd may not be appropriate.
Response: The Okeechobee Blvd CRALLS is only utilized for the intersection; therefore, the Jog Rd/Okeechobee Blvd intersection is how phasing to the CRALLS should be established.
4. Comment: Threshold used in condition 14 in the body of the report needs to be consistent with Exhibit 13.
Response: The threshold has been corrected and the condition should be revised to read as follows:
14. No building permits for more than ~~1,912~~ 1,904 single family dwelling units (or development generating an equivalent number of external AM peak hour outbound trips) shall be issued until the Property Owner makes a proportionate share payment in the amount of \$4,254,579, which represents the Property Owner's proportionate share of the widening of Northlake Boulevard from SR 7 to Beeline Highway from a 4-lane divided facility to a 6-lane divided facility. This proportionate share amount may be applied toward construction of this improvement or one or more other improvements that will benefit mobility in the area impacted by the project.

Please contact this office if you need any additional information or have any questions.

Sincerely,



FOV
Andrea M. Troutman, P.E.
President

Attachments

cc: Dan Weisberg
Quazi Bari
Maria Tejera
John Carter
Tara Duhay

Attachment 1
Minto West
Roebuck Rd Proportionate Share Analysis

Roadway	Link	Exist Lanes	Dir	Service Volume	Prog. Lanes	New Service Volume	Capacity Created	Cost of Improve. (1)	PM Peak Hour		
									Project Traffic (2)	Project Share Of Cost	Prop Share Calculation
Roebuck Road	SR 7 to Jog Rd	0L	EB	0	4LD	3320	3320	\$25,000,000	80	2.4%	\$ 602,410
			WB	0		3320			3320	\$25,000,000	68

(1) Source: Palm Beach County Five Year Road Program.

(2) See Exhibit 3D for project traffic data. Used higher of AM and PM peak hour.

EXHIBIT C

Required Proportionate Share Payments

ENGINEERING

- ...
1. In order to comply with the mandatory Traffic Performance Standards, the Property Owner shall be restricted to the following phasing schedule:
 - h. No Building Permits for more than 872 dwelling units shall be issued until the Property Owner makes a proportionate share payment in the amount of \$7,984,927. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

...
 - j. No Building Permits for more than 1,904 dwelling units or development generating 1,071 external AM peak hour outbound trips, whichever occurs first, shall be issued until the Property Owner makes a proportionate share payment in the amount of \$7,356,582. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.
 - k. No Building Permits for more than 2,269 dwelling units or development generating 1,276 external AM peak hour outbound trips, whichever occurs first, shall be issued:
 - i. Until the contract has been let for the Assured Construction of Roebuck Road from SR-7 to Jog Road as a 4-lane divided facility; or
 - ii The Property Owner makes a proportionate share payment in the amount of \$1,144,578. The proportionate share payment is sufficient to accomplish one or more mobility improvement that will benefit a regionally significant transportation facility; or
 - iii. Before October 1, 2020; or
 - iv. Before October 1, 2018 if Assured Construction is deleted; whichever occurs first.
 - l. No Building Permits for more than 2,430 dwelling units or development generating 1,367 external AM peak hour outbound trips, whichever occurs first, shall be issued until the Property Owner makes a proportionate share payment in the amount of \$3,667,913. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.
 - m. No Building Permits for more than 2,581 dwelling units or development generating 1,452 external AM peak hour outbound trips, whichever occurs first, shall be issued until the Property Owner makes a proportionate share payment in the amount of \$9,855,072. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

n. No Building Permits for more than 2,706 dwelling units or development generating 756 external PM peak hour outbound trips, whichever occurs first, shall be issued until the Property Owner makes a proportionate share payment in the amount of \$8,653,561. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

o. No Building Permits for more than 3,045 dwelling units or development generating 1,713 external AM peak hour outbound trips, whichever occurs first, shall be issued until the Property Owner makes a proportionate share payment in the amount of \$4,558,546. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

p. No Building Permits for more than 3,240 dwelling units or development generating 1,822 external AM peak hour outbound trips, whichever occurs first, shall be issued until the Property Owner makes a proportionate share payment in the amount of \$1,180,850. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

q. No Building Permits for more than 3,446 single family dwelling units, 600 condominium units and 2 55+ detached units or development generating 2,118 external AM peak hour outbound trips, whichever occurs first, shall be issued until the Property Owner makes a proportionate share payment in the amount of \$2,281,800. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

r. No building permits for development generating more than 2,125 external PM peak hour outbound trips shall be issued until the Property Owner makes a proportionate share payment in the amount of \$832,533 and a CRALLS mitigation payment of \$3,363,800. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

s. No Building Permits for a development generating more than 2,192 external AM peak hour outbound trips shall be issued until the Property Owner makes a proportionate share payment in the amount of \$3,701,222. The proportionate share payment is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility.

t. In recognition that construction prices may change over the life of the project, the above noted proportionate share payments made after October 2019, shall be subject to the following escalator calculation:

1. Adjusted Payment = Original Payment Amount x (BONS_{payment month} / BONS_{April 2014})
2. Original Payment Amount = the proportionate share payment amount specified
3. BONS_{payment month} = latest published value (including preliminary values) at time of payment
4. BONS_{April 2014} = 113.0

The cost adjustment for the total amount of each payment shall be based on the Bureau of Labor Statistics Producer Price Index (PPI) for Other non-residential construction (BONS). There shall be no negative cost adjustment.

Reference the following link for PPI index information:

<http://data.bls.gov/timeseries/PCUBONS--BONS-->

...

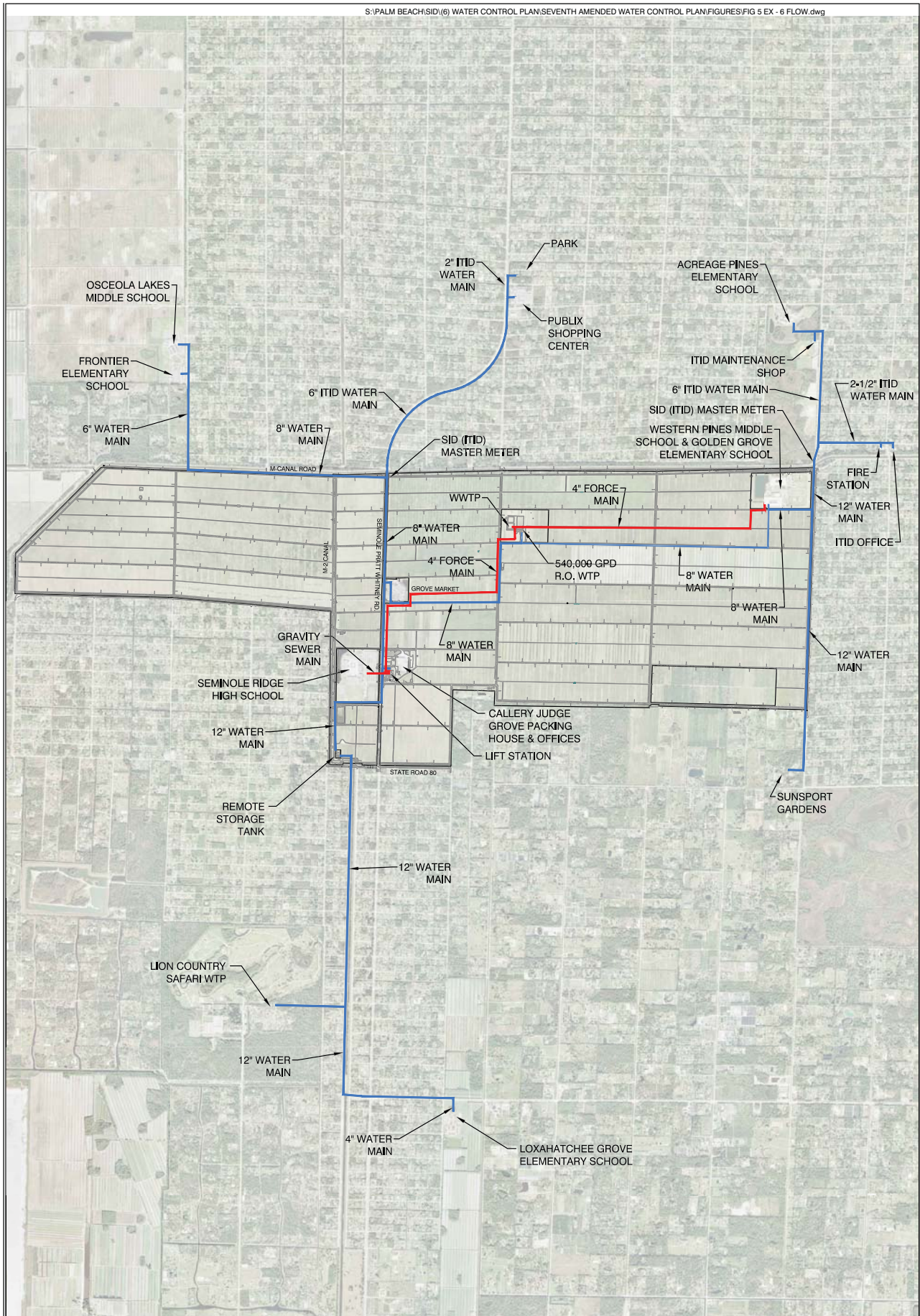


FIGURE 1
EXISTING UTILITY FACILITIES

CREATED: 3/30/2015
FORNER BARLEY
 AND ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS & PLANNERS
 Certificate of Authorization Number: 4709
 4400 N.E. 83rd Road • Mims, Florida 34785 • (352) 748-3128



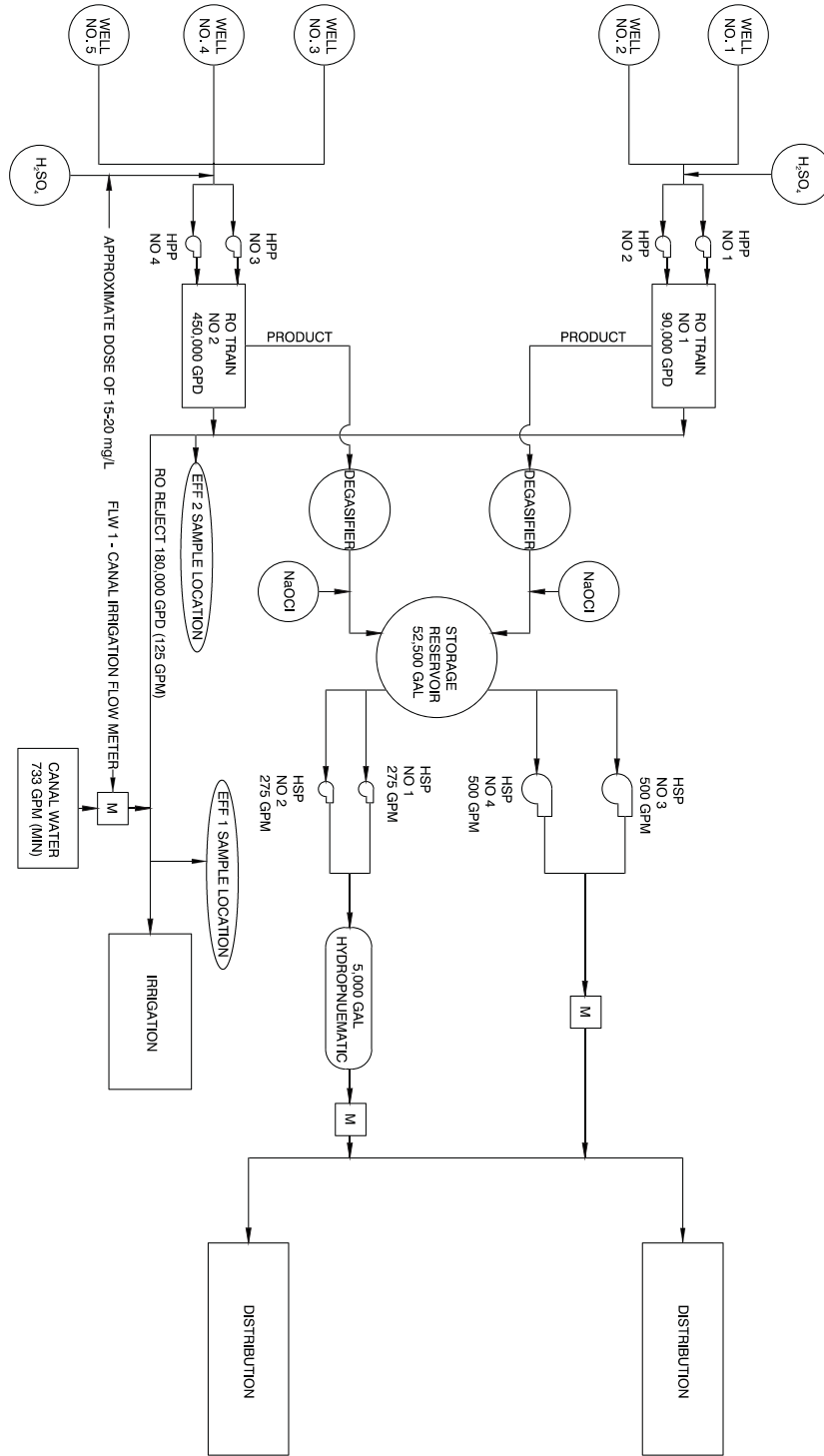


FIGURE 2
WATER TREATMENT PLANT
FLOW SCHEMATIC





- LEGEND**
- = 4" WATER MAIN
 - = 6" WATER MAIN
 - = 8" WATER MAIN
 - = 10" WATER MAIN
 - = 12" WATER MAIN
 - = 16" WATER MAIN
 - = 20" WATER MAIN



FIGURE 3
CAPITAL IMPROVEMENTS
POTABLE WATER SYSTEM

CREATED: 2/17/2015

FORNER DALRY
 AND ASSOCIATES, INC.
 Certificate of Authorization Number: 4709
 4450 N.E. 83rd Road • Wilton, Florida 34785 • (352) 748-3128

▲ ENGINEERS
 ▲ SURVEYORS
 ▲ PLANNERS

SCALE IN FEET
 1" = 200'

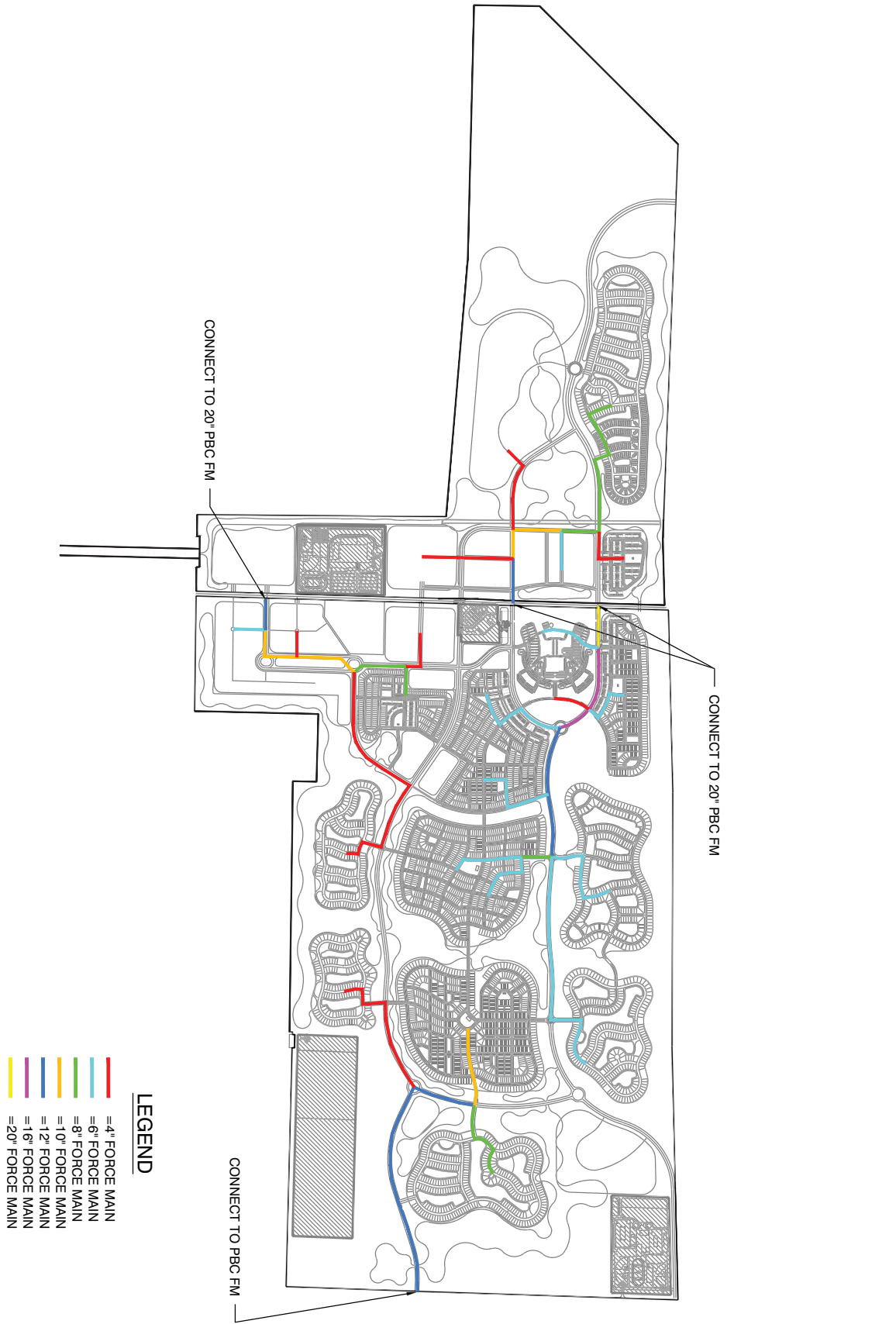
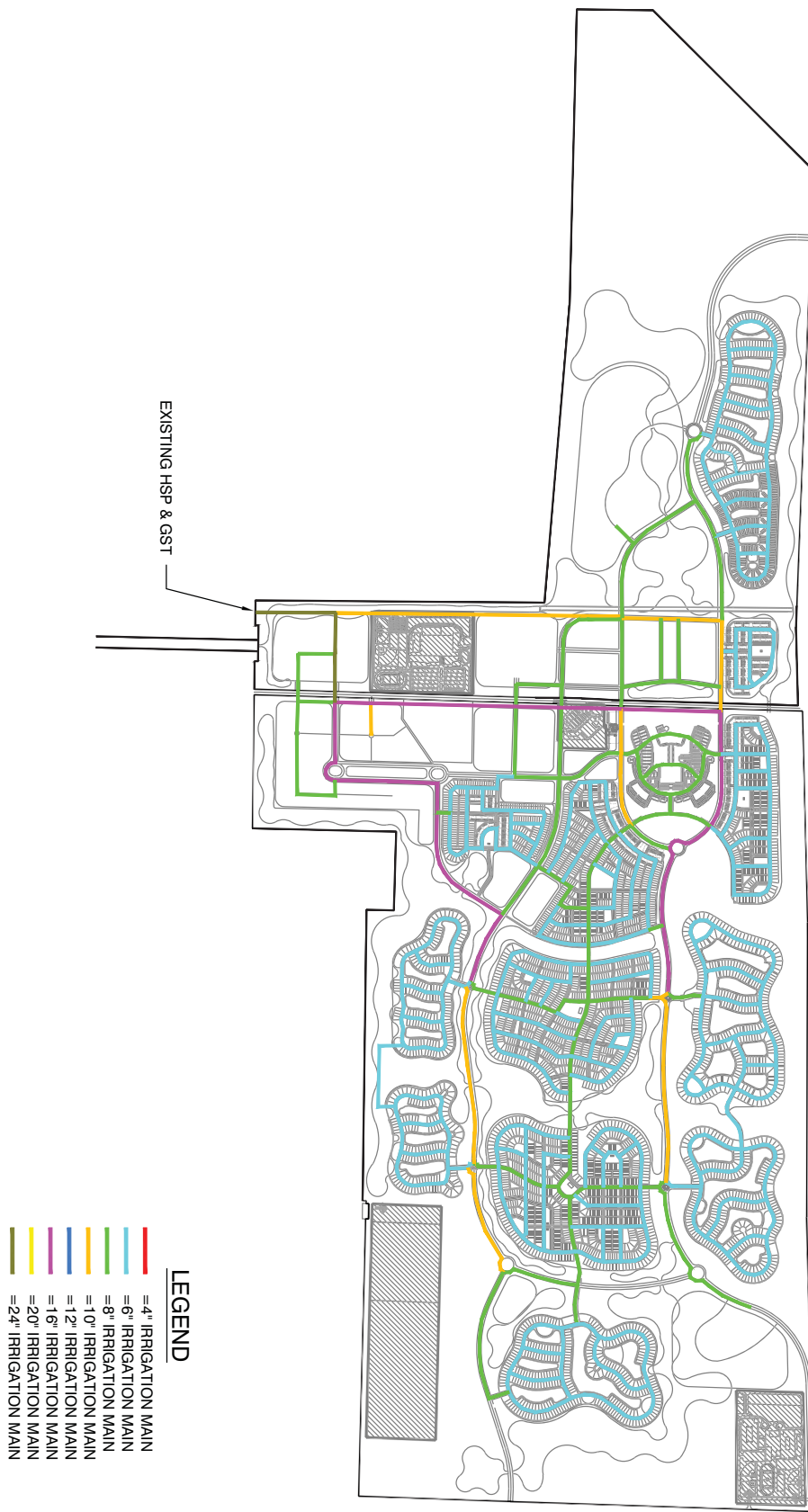


FIGURE 4
CAPITAL IMPROVEMENTS
SANITARY SYSTEM



CREATED: 2/17/2015





EXISTING HSP & GST

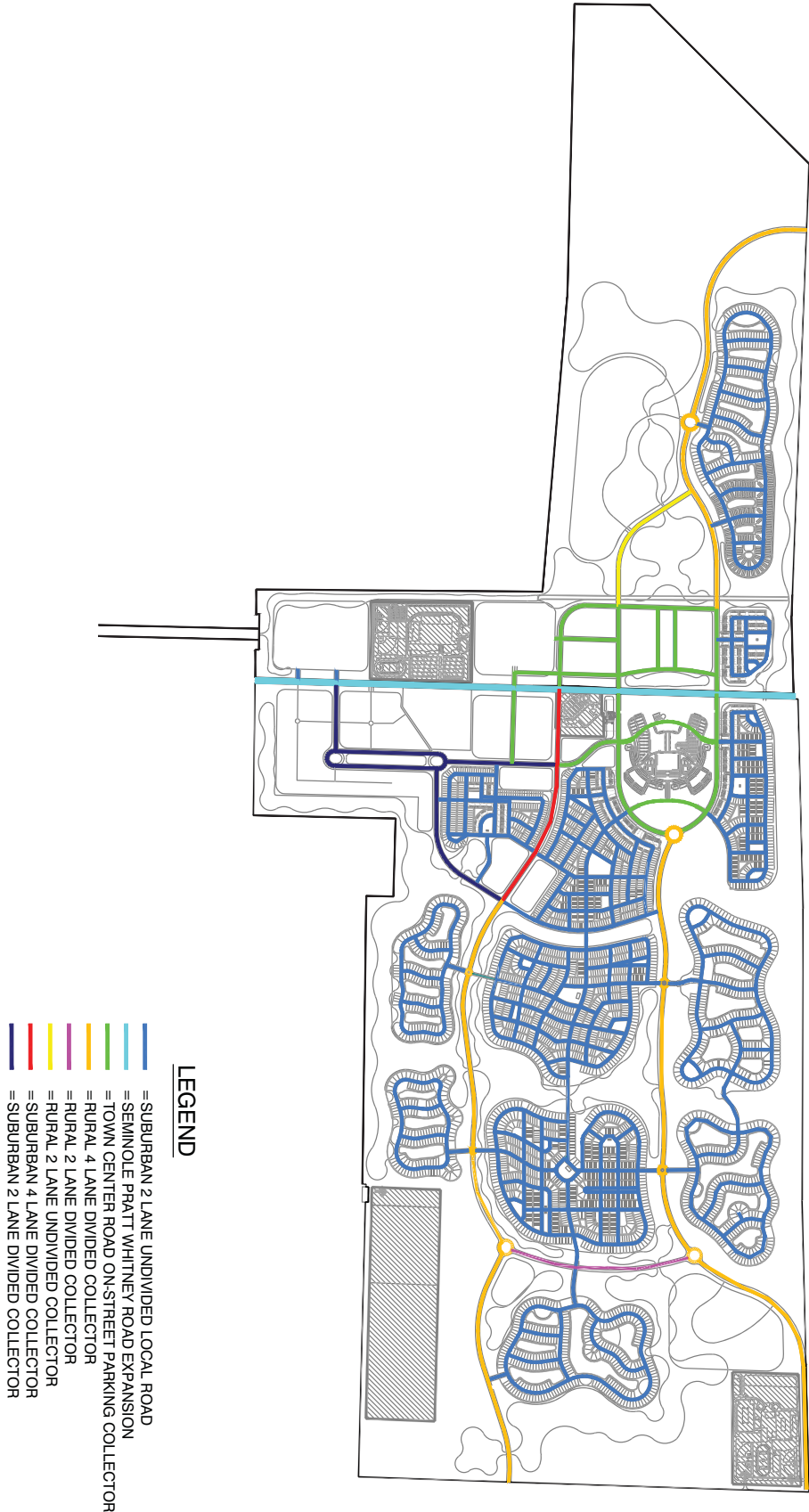
- LEGEND**
- = 4" IRRIGATION MAIN
 - = 6" IRRIGATION MAIN
 - = 8" IRRIGATION MAIN
 - = 10" IRRIGATION MAIN
 - = 12" IRRIGATION MAIN
 - = 16" IRRIGATION MAIN
 - = 20" IRRIGATION MAIN
 - = 24" IRRIGATION MAIN



FIGURE 5
CAPITAL IMPROVEMENTS
IRRIGATION SYSTEM

CREATED: 3/30/2015





**FIGURE 6
CAPITAL IMPROVEMENTS
ROADWAYS**



CREATED: 3/30/2015



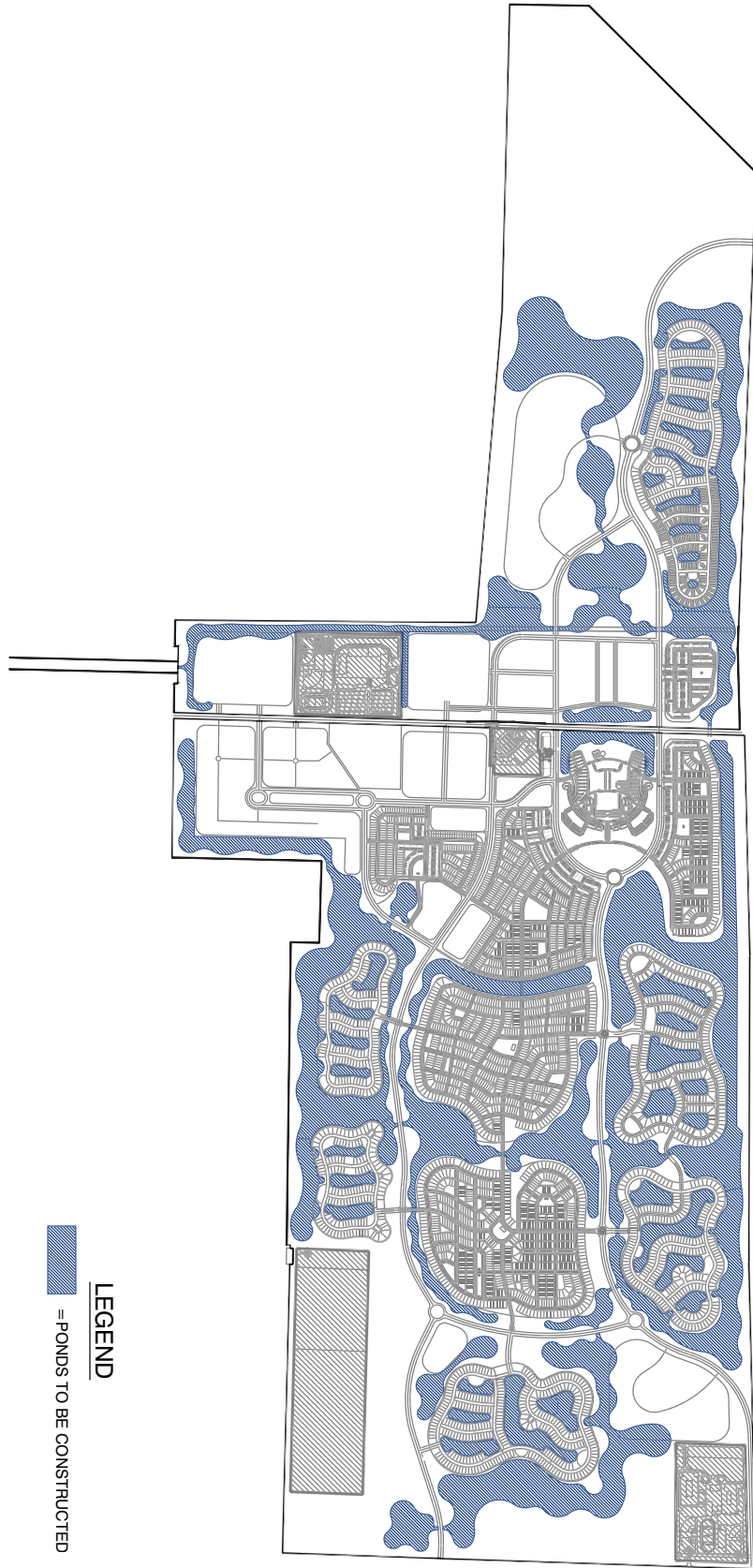


FIGURE 7
CAPITAL IMPROVEMENTS
DRAINAGE/ EARTHWORK

CREATED: 3/30/2015



**FARNER
BAILEY**
AND ASSOCIATES, INC.
Certificate of Authorization Number: 4709
4450 N.E. 83rd Road • Willemss, Florida 34785 • (352) 748-3128

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS



SCALE IN FEET
1" = 200'