

**Council Members**

Roger Manning-Mayor  
Katrina Long Robinson-Vice Mayor  
John Stanavitch-Seat 1  
Kara Crump-Seat 2  
Phillip Everett-Seat 3



**City of Westlake**

4001 Seminole Pratt Whitney Rd.  
Westlake, Florida 33470  
Phone: 561-530-5880  
Fax: 561-790-5466

**Council Meeting**  
**Monday, June 17, 2019**

**Meeting Location**  
**Westlake Council Chambers**  
**4005 Seminole Pratt-Whitney Road**  
**Westlake, FL 33470**  
**6:30 p.m.**

*PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings and for such purpose 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 meeting/hearing may be continued to another date and time as may be found necessary during the aforesaid meeting. In accordance with the provisions of the Americans with Disabilities Act (ADA), any person requiring special accommodations at these meetings because of disability or physical impairment should contact the Interim City Manager at (954)753-5841 at least two (2) calendar days prior to the meeting.*

**City of Westlake**

4001 Seminole Pratt Whitney Rd.  
Westlake, Florida 33470  
Phone: 561-530-5880  
Fax: 561-790-5466  
Website: [westlakegov.com](http://westlakegov.com)



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Phillip Everett-Seat 3

June 12, 2019

City Council  
City of Westlake

Dear Mayor and Council:

The City Council of the City of Westlake will hold a regular meeting and public hearing on Monday, June 17, 2019 at 6:30 p.m. at the Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida. Following is the advance agenda for the meeting.

1. Call to Order/ Roll Call
2. Approval of Agenda
3. Audience Comments on Agenda Items (3) Minute Time Limit
4. Legislative Update - Presentation by Senator Bobby Powell
5. Approval of the Minutes of the May 13, 2019 Workshop and Regular Meetings
6. Approval of Financial Statements
  - A. March 2019 Financials (Tabled Item)
  - B. April 2019 Financials

**FIRST READING OF ORDINANCES**

7. Ordinance 2019-6, Establishing Mandatory Signage Design

**SECOND READING OF ORDINANCES**

8. Ordinance 2019-5, Approving Rezoning from AR to MUPD/EDC
9. Consideration of Agreement with the PBCSO for Law Enforcement Services
10. Consideration of Interlocal Agreement with PBC for Traffic Jurisdiction
11. Manager's Report
  - A. Review and Discussion of Fiscal Year 2020 Budget
12. Attorney's Report
  - A. Bills with Significant Impacts to Cities
13. PBSO Monthly Report – Informational Only
14. Response Time Report from Palm Beach County Fire Rescue – Informational Only
15. Audience Comments on Other Items (3) Minute Time Limit
16. Council Comments
17. Adjournment

Any additional supporting material for the items listed above, not included in the agenda package, will be distributed at the meeting. Staff will present their reports at the meeting. I look forward to seeing you, but in the meantime if you have any questions, please contact me.

Sincerely,

*Kenneth Cassel*

Kenneth G. Cassel  
City Manager

cc: Pam E. Booker, Esq.  
Terry Lewis  
John Carter  
Kelley Burke

## **Fifth Order of Business**

## **COUNCIL WORKSHOP MINUTES CITY OF WESTLAKE**

A workshop of the City Council of the City of Westlake was held on Monday, May 13, 2019 at 6:06 p.m., at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

Roger Manning	Mayor
Katrina Long Robinson	Vice Mayor
John Stanavitch	City Council Seat 1
Kara Crump	City Council Seat 2
Phillip Everett	City Council Seat 3

Also present were:

Kenneth Cassel	City Manager
Pam Booker	City Attorney
John Carter	Minto PBLH
Donaldson Hearing	Cotleur & Hearing
Nilsa Zacarias	NZ Consultants

*The following is a summary of the minutes and actions taken during the May 13, 2019 City of Westlake Council Workshop.*

### **FIRST ORDER OF BUSINESS**

#### **Call to Order**

Mayor Manning called the meeting to order and the pledge of allegiance was recited.

### **SECOND ORDER OF BUSINESS**

#### **Presentation on Off Street Parking and Loading**

An overview of previous workshop topics was provided and the following was discussed regarding off street parking.

- Goal of the proposed article is to provide adequate off-street parking and to meet the parking needs of all uses located within the City.
- The purpose is to serve the use for which it is constructed; e.g., Baker, Office Building to protect public safety and mitigate potential adverse impact on adjacent uses.
- Each parcel needs to provide the right amount of parking per code.
- Owner/developer/operator shall be responsible for providing and maintaining this parking without cracks, weeds, etc. with adequate maintenance.

- **Dimensions of Parking** – minimum standards are for residential i.e., individual parking spaces in common parking lots. If you have a 90-degree parking space, it requires 9 feet and 20 feet length. For non-residential

**THIRD ORDER OF BUSINESS**

**Adjournment**

The workshop adjourned at approximately 7:30 pm.

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Kenneth Cassel  
City Manager

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Roger Manning  
Mayor

**MINUTES OF MEETING  
CITY OF WESTLAKE**

A meeting and public hearing of the City Council of the City of Westlake was held on Monday, May 13, 2019 at 8:00 p.m., at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

Roger Manning	Mayor
Katrina Long Robinson	Vice Mayor
John Stanavitch	City Council Seat 1
Kara Crump	City Council Seat 2
Phillip Everett	City Council Seat 3

Also present were:

Kenneth Cassel	City Manager
Pam Booker	City Attorney
John Carter	Minto PBLH
Donaldson Hearing	Cotleur & Hearing
Nilsa Zacarias	NZ Consultants
Frank Schiola	Seminole Ridge High School
Craig E. Turner	Palm Beach County Sheriff's Office

*The following is a summary of the minutes and actions taken during the May 13, 2019 City of Westlake Council Meeting.*

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mayor Manning called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was previously recited.

**THIRD ORDER OF BUSINESS**

**Approval of Agenda**

Mr. Cassel requested to add Item 13C, *Memorandum Regarding Golden Grove*, under the Manager's Report.

On MOTION by Councilman Stanavitch seconded by Councilman Everett with all in favor the agenda was approved as amended.

**FOURTH ORDER OF BUSINESS**

**Audience Comments on Agenda Items (3)  
Minute Time Limit**

There being none, the next item followed.

**FIFTH ORDER OF BUSINESS**

**Approval of Minutes of the April 8, 2019 Council Meeting**

On MOTION by Councilwoman Crump seconded by Vice Mayor Long Robinson with all in favor the minutes of the April 8, 2019 Council Meeting were approved.

**SIXTH ORDER OF BUSINESS**

**Approval of Financial Statements for March 2019**

This item was tabled.

**PUBLIC HEARING TO APPROVE PLATS**

**SEVENTH ORDER OF BUSINESS**

**Resolution 2019-14, Approving Final Plat for Cresswind Phase I Plat**

- Ms. Zacarias provided a PowerPoint presentation to the Council with details pertaining to Resolution 2019-04, approving the final plat for Cresswind Phase I Plat.
- Mr. Hearing provided an overview on the final plat for Cresswind Phase I Plat.
- Mr. Cassel read Resolution 2019-14 by title only.

On MOTION by Councilwoman Crump seconded by Councilman Stanavitch with all in favor Resolution 2019-14, approving the final plat for Cresswind Phase I, was adopted.

**CLOSE PUBLIC HEARING**

**EIGHTH ORDER OF BUSINESS**

**First Reading of Ordinance 2019-2, Establishing Regulations for Sale and Consumption of Alcoholic Beverages**

Mr. Cassel read Ordinance 2019-2 by title only.

On MOTION by Vice Mayor Long Robinson seconded by Councilwoman Crump with all in favor the first reading of Ordinance 2019-2, establishing regulations for sale and consumption of alcoholic beverages, was approved.

**NINTH ORDER OF BUSINESS**

**First Reading of Ordinance 2019-3, Establishing Regulations for Code Compliance**

Mr. Cassel read Ordinance 2019-3 by title only.

On MOTION by Councilman Stanavitch seconded by Councilman Everett with all in favor the first reading of Ordinance 2019-3, establishing regulations for code compliance, was approved.

**TENTH ORDER OF BUSINESS**

**First Reading of Ordinance 2019-4,  
Establishing Regulations for Property  
Maintenance**

Mr. Cassel read Ordinance 2019-4 by title only.

On MOTION by Vice Mayor Long Robinson seconded by Councilwoman Crump with all in favor the first reading of Ordinance 2019-4, establishing regulations for property maintenance, was approved.

**ELEVENTH ORDER OF BUSINESS**

**First Reading of Ordinance 2019-5,  
Approving Rezoning from AR to  
MUPD/EDC**

Mr. Cassel read Ordinance 2019-5 by title only.

On MOTION by Councilman Everett seconded by Councilman Stanavitch with all in favor the first reading of Ordinance 2019-5, approving rezoning from AR to MUPD/EDC, was approved.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Contribution to  
Seminole Ridge Community High School**

Mr. Schiola addressed the Council regarding an event they hold to benefit graduating seniors and provide for a safe celebratory atmosphere with prizes to assist them as they go to college.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Stanavitch with all in favor a contribution of \$1,000 to Seminole Ridge Community High School was approved.

**THIRTEENTH ORDER OF BUSINESS**

**Manager’s Report**

**A. Discussion of Right-of-Ways**

Mr. Cassel reported on discussions and actions staff is taking so that SID can have control of the right-of-ways, and the City can receive Gas Tax Revenue.



**B. Criminal Justice Funding Acknowledgement**

Mr. Cassel and Ms. Booker explained the County needs municipalities to sign off and agree there are no objections to the County using this grant funding. This will not have a negative impact on the City.

On MOTION by Councilman Stanavitch seconded by Vice Mayor Long Robinson with all in favor execution of the Criminal Justice Funding Acknowledgement letter by the Mayor to provide to Palm Beach County was approved.

**C. Golden Grove Memorandum**

Mr. Cassel discussed an email he received from Golden Grove Elementary regarding funding for the purchase of software to enhance the literacy of their students.

- Vice Mayor Long Robinson further discussed and reviewed the program. She adopted Lake Shore Middle and was able to collect over \$1,000 from the community for them.
- Mr. Carter stated last year Minto PBLH, LLC donated \$16,000 to purchase half of the second grade Chrome Books. This year they donated another \$16,000 to purchase Chrome Books for the other half of the second grade.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Stanavitch with all in favor a contribution of \$2,000 to Golden Groves Elementary was approved.

**FOURTEENTH ORDER OF BUSINESS**

**Attorney’s Report**

Ms. Booker discussed the following:

- She requested a workshop on May 28, 2019 at 6:00 p.m. There was consensus to hold a workshop on that date and time.
- She reported on a Florida League of Cities conference she attended last week on Medical Marijuana.
- There was discussion regarding availability by Council for the June meeting. There was consensus to reschedule the June meeting to June 17, 2019 at 6:30 p.m.

**FIFTEENTH ORDER OF BUSINESS**

**PBSO Monthly Report – Informational Only**

This item is for informational purposes only.

**SIXTEENTH ORDER OF BUSINESS                      Palm Beach County Fire Rescue**

This item is for informational purposes only.

**SEVENTEENTH ORDER OF BUSINESS      Special Event Amenity Center Request**

Mr. Carter addressed the Council regarding the special event request for the Amenity Center on June 22, 2019 from 12:00 p.m. to 4:00 p.m. Minto PBLH, LLC requested two PBSO Deputies for public safety on the day of the event.

On MOTION by Vice Mayor Long Robinson seconded by Councilwoman Crump with all in favor the Special Event Amenity Center request by Westlake Residence Master HOA, Inc, was approved.

**EIGHTEENTH ORDER OF BUSINESS                      Audience Comments on Other Items (2)  
Minute Time Limit**

The following comments were discussed:

- Ms. Eden Odem introduced herself to the Council as the first Miss Westlake Teen USA who will be competing in the Miss Florida Teen Pageant in January, 2020. She is fundraising to enter the event and is seeking sponsors.
- Lieutenant Turner provided an update on PBSO patrol of the City.

**NINTEENTH ORDER OF BUSINESS                      Council Comments**

Vice Mayor Long Robinson thanked Mr. Carter for his contributions to the Community. She noted he is being recognized and nominated rewards on his work trying to eradicate homelessness in the County.

**TWENTYTH ORDER OF BUSINESS                      Adjournment**

There being no further business, the meeting adjourned at 9:04 p.m.

\_\_\_\_\_  
Kenneth Cassel  
City Manager

\_\_\_\_\_  
Roger Manning  
Mayor

## **Sixth Order of Business**

**6A.**



## MEMORANDUM

**TO: Members of the City Council, City of Westlake**  
**FROM: Steven Fowler, Accountant II; Alan Baldwin, Accounting Manager**  
**CC: Ken Cassel, City Manager**  
**DATE: April 30, 2019**  
**SUBJECT: March Financial Report**

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Please find attached the March 2019 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City is provided below. Should you have any questions or require additional information, please contact me at [Steven.Fowler@inframark.com](mailto:Steven.Fowler@inframark.com).

### **General Fund**

- Total Revenues through March were approximately 33% of the annual budget. Approximately 91% of FY2019 Ad Valorem Tax had been collected through March. The annual budget includes revenue from a funding agreement with Minto Community LLC. Actual receipts under this funding agreement were far less than anticipated as of the end of March.
- Total Expenditures through March were approximately 41% of the annual budget. Actual expenditures for Parks and Grounds Maintenance, Special Events, Building Reserve and Public Safety were far less than anticipated as of the end of March.

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

- Total Revenues through March were approximately 103% of the annual budget. \$1,500 per SFR building permit is paid into the Housing Assistance Program as a donation. The City received a \$60,000 donation from FPL in November. There were no uses of program resources through March.

# City of Westlake

## Financial Report

*March 31, 2019*



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# **City of Westlake**

## **Financial Statements**

**March 31, 2019**



**Balance Sheet**  
 March 31, 2019

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 669,097	\$ -	\$ 669,097
Accounts Receivable	1,300	-	1,300
Assessments Receivable	4,050	-	4,050
Due From Other Districts	11,472	-	11,472
Investments:			
Money Market Account	3,426	440,708	444,134
Prepaid Items	125	-	125
Deposits	641	-	641
<b>TOTAL ASSETS</b>	<b>\$ 690,111</b>	<b>\$ 440,708</b>	<b>\$ 1,130,819</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 188,568	\$ -	\$ 188,568
Accrued Expenses	50,000	-	50,000
DBPR surcharge	904	-	904
DCA surcharge	1,305	-	1,305
Deferred Revenue-Developer Submittals (Minto)	38,287	-	38,287
<b>TOTAL LIABILITIES</b>	<b>279,064</b>	<b>-</b>	<b>279,064</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Prepaid Items	125	-	125
<b>Restricted for:</b>			
Special Revenue	-	440,708	440,708
<b>Unassigned:</b>	410,922	-	410,922
<b>TOTAL FUND BALANCES</b>	<b>\$ 411,047</b>	<b>\$ 440,708</b>	<b>\$ 851,755</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 690,111</b>	<b>\$ 440,708</b>	<b>\$ 1,130,819</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 2,000	\$ 1,000	\$ 1,130	\$ 130
Ad Valorem Taxes	248,894	245,161	226,197	(18,964)
Ad Valorem Taxes - Discounts	(9,994)	(9,844)	(7,573)	2,271
Local Option Gas Tax	100	50	30	(20)
Discretionary Sales Surtaxes	800	400	-	(400)
FPL Franchise	33,300	16,650	35,808	19,158
Electricity	18,000	9,000	1,006	(7,994)
Water	76,800	38,400	2,485	(35,915)
Gas	-	-	3,044	3,044
Communication Services Taxes	27,100	13,550	12,450	(1,100)
Occupational Licenses	5,000	2,500	2,800	300
Building Permits	600,000	300,000	290,859	(9,141)
Building Permits - Surcharge	-	-	593	593
Other Building Permit Fees	-	-	6,000	6,000
Building Permits - Admin Fee	-	-	26,342	26,342
Engineering Permits	75,000	37,500	78,183	40,683
Planning & Zoning Permits	250,000	125,000	28,095	(96,905)
Other Licenses, Fees & Permits	4,700	2,350	3,725	1,375
Local Govt .05c Sales Tax	400	200	-	(200)
Penalties	-	-	46	46
Admin Fee	-	-	4,463	4,463
Other Operating Revenues	-	-	350	350
Other Impact Fees	1,500	375	-	(375)
Developer Contribution	1,806,400	1,204,267	325,000	(879,267)
Lien Search Fee	-	-	95	95
Inspection Fees	1,000	500	8,350	7,850
<b>TOTAL REVENUES</b>	<b>3,141,000</b>	<b>1,987,059</b>	<b>1,049,478</b>	<b>(937,581)</b>

**EXPENDITURES**

**Administration**

Mayor/Council Stipend	204,000	102,000	102,000	-
FICA Taxes	15,600	7,800	7,803	(3)
ProfServ-Engineering	75,000	37,500	90,822	(53,322)
ProfServ-Info Technology	148,000	74,000	84,187	(10,187)
ProfServ-Legal Services	356,300	178,150	185,485	(7,335)
ProfServ-Legislative Expense	24,000	12,000	-	12,000
ProfServ-Planning/Zoning Board	250,000	125,000	122,075	2,925
ProfServ-Consultants	40,000	20,000	7,600	12,400

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2019

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
ProfServ-Building Permits	600,000	300,000	373,969	(73,969)
Management Services	410,000	205,000	207,638	(2,638)
ProfServ-Web Site Maintenance	6,100	3,050	3,575	(525)
Auditing Services	7,000	-	-	-
Communication - Telephone	7,500	3,750	7,221	(3,471)
Postage and Freight	1,500	750	373	377
Lease - Building	500	500	500	-
Liability/Property Insurance	16,500	16,500	7,120	9,380
Printing	1,000	500	631	(131)
Legal Advertising	12,000	6,000	3,437	2,563
Miscellaneous Services	-	-	261	(261)
General Government	100,000	50,000	16,725	33,275
Misc-Late Fees	-	-	326	(326)
Council Expenses	20,000	10,000	1,861	8,139
Misc-Contingency	90,000	45,000	6,523	38,477
Office Supplies	5,000	2,500	10,049	(7,549)
Dues, Licenses, Subscriptions	10,000	5,000	2,403	2,597
<b>Total Administration</b>	<b>2,400,000</b>	<b>1,205,000</b>	<b>1,242,584</b>	<b>(37,584)</b>
<b><u>Other Public Safety</u></b>				
Contracts-Sheriff	550,000	275,000	33,640	241,360
<b>Total Other Public Safety</b>	<b>550,000</b>	<b>275,000</b>	<b>33,640</b>	<b>241,360</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Cap Outlay - Office Computers	6,000	3,000	-	3,000
<b>Total Capital Expenditures &amp; Projects</b>	<b>6,000</b>	<b>3,000</b>	<b>-</b>	<b>3,000</b>
<b><u>Road and Street Facilities</u></b>				
Electricity - General	10,000	5,000	2,185	2,815
<b>Total Road and Street Facilities</b>	<b>10,000</b>	<b>5,000</b>	<b>2,185</b>	<b>2,815</b>
<b><u>Park &amp; Grounds</u></b>				
R&M-Parks	50,000	25,000	-	25,000
<b>Total Park &amp; Grounds</b>	<b>50,000</b>	<b>25,000</b>	<b>-</b>	<b>25,000</b>
<b><u>Special Events</u></b>				
Misc-Event Expense	75,000	37,500	-	37,500
<b>Total Special Events</b>	<b>75,000</b>	<b>37,500</b>	<b>-</b>	<b>37,500</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Reserves</b>				
Reserve - Buildings	50,000	50,000	-	50,000
<b>Total Reserves</b>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>3,141,000</b>	<b>1,600,500</b>	<b>1,278,409</b>	<b>322,091</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	386,559	(228,931)	(615,490)
Net change in fund balance	<u>\$ -</u>	<u>\$ 386,559</u>	<u>\$ (228,931)</u>	<u>\$ (615,490)</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>639,978</b>	<b>639,978</b>	<b>639,978</b>	
<b>FUND BALANCE, ENDING</b>	<u><b>\$ 639,978</b></u>	<u><b>\$ 1,026,537</b></u>	<u><b>\$ 411,047</b></u>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 3,282	\$ 3,282
Donations	150,000	75,000	154,405	79,405
<b>TOTAL REVENUES</b>	<b>150,000</b>	<b>75,000</b>	<b>157,687</b>	<b>82,687</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Bank Charges	-	-	24	(24)
<b>Total Administration</b>	<b>-</b>	<b>-</b>	<b>24</b>	<b>(24)</b>
<b>Public Assistance</b>				
Misc-Admin Fee (%)	11,300	5,650	-	5,650
Assistance Program	138,700	69,350	-	69,350
<b>Total Public Assistance</b>	<b>150,000</b>	<b>75,000</b>	<b>-</b>	<b>75,000</b>
<b>TOTAL EXPENDITURES</b>	<b>150,000</b>	<b>75,000</b>	<b>24</b>	<b>74,976</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	157,663	157,663
Net change in fund balance	\$ -	\$ -	\$ 157,663	\$ 157,663
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>283,045</b>	<b>283,045</b>	<b>283,045</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 283,045</b>	<b>\$ 283,045</b>	<b>\$ 440,708</b>	

# **City of Westlake**

## **Supporting Schedules**

**March 31, 2019**

Cash and Investment Report

March 31, 2019

**GENERAL FUND**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	n/a	\$669,097
Money Market	BankUnited	MMA	n/a	1.00%	\$3,426
				<b>Subtotal</b>	<u>\$672,523</u>

**SPECIAL REVENUE FUND**

Money Market	BankUnited	MMA	n/a	1.00%	\$440,708
				<b>Subtotal</b>	<u>\$440,708</u>
				<b>Total</b>	<u><u>\$1,113,231</u></u>

**City of Westlake**

Bank Reconciliation

Bank Account No. 0300 Bank United - GF  
 Statement No. 0319B  
 Statement Date 3/31/2019

<b>G/L Balance (LCY)</b>	669,096.98	<b>Statement Balance</b>	740,143.84
<b>G/L Balance</b>	669,096.98	<b>Outstanding Deposits</b>	196.50
<b>Positive Adjustments</b>	0.00		
		<b>Subtotal</b>	740,340.34
<b>Subtotal</b>	669,096.98	<b>Outstanding Checks</b>	71,243.36
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	669,096.98	<b>Ending Balance</b>	669,096.98
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
11/30/2018	Payment	7635	CROWN CASTLE-STA PROPERTY	202.88	0.00	202.88
3/26/2019	Payment	7750	CHEN MOORE & ASSOCIATES, INC.	32,735.67	0.00	32,735.67
3/26/2019	Payment	7752	OFFICE DEPOT	272.34	0.00	272.34
3/26/2019	Payment	7753	MARK L. DUBOIS	500.00	0.00	500.00
3/26/2019	Payment	7754	MINTO COMMUNITIES, LLC	150.00	0.00	150.00
3/26/2019	Payment	7755	GREATAMERICA FINANCIAL SERVICES CO	674.38	0.00	674.38
3/26/2019	Payment	7756	MILNER INC	15.50	0.00	15.50
3/26/2019	Payment	7757	SHARON R BOCK, CLERK & COMPTROLLE	83.20	0.00	83.20
3/29/2019	Payment	7759	INFRAMARK, LLC	35,183.74	0.00	35,183.74
3/29/2019	Payment	7760	FPL	175.93	0.00	175.93
3/29/2019	Payment	7761	MILNER INC	1,249.72	0.00	1,249.72
<b>Total Outstanding Checks.....</b>				<b>71,243.36</b>		<b>71,243.36</b>
<b>Outstanding Deposits</b>						
3/29/2019		DEP00583	REINSPECTION FEES	G/L Ac 196.50	0.00	196.50
<b>Total Outstanding Deposits.....</b>				<b>196.50</b>		<b>196.50</b>



## **City of Westlake**

**Check register**

**March 1-31, 2019**

**CITY OF WESTLAKE**

**Payment Register by Fund  
For the Period from 3/1/2019 to 3/31/2019  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	7728	03/04/19	SOLID WASTE AUTHORITY	SWA-22819	SOLID WASTE FEES FOR 2/19	Solid Waste fees	202130	\$4,198.56
001	7728	03/04/19	SOLID WASTE AUTHORITY	ANNUALSWA-22819	SOLID WASTE FEES 2/19	Solid Waste fees	202130	\$3,455.68
001	7729	03/04/19	AVATARA PARTNERS LLC	2726	3/19 CLOUD SERVICE	ProServ-Info Technology	531020-51301	\$4,524.75
001	7729	03/04/19	AVATARA PARTNERS LLC	2726	3/19 CLOUD SERVICE	Due from Other Districts	133500	\$1,508.25
001	7730	03/04/19	NETONE TECHNOLOGIES, INC	7573	3/19 CONSULTING SERVICE	CW PORTION	531020-51301	\$843.75
001	7730	03/04/19	NETONE TECHNOLOGIES, INC	7573	3/19 CONSULTING SERVICE	SID PORTION	133500-51301	\$281.25
001	7731	03/04/19	CMG-PB REMITTANCE ADDRESS	0000067608	9/25/17,9/9,9/14,9/22,9/29/17	Legal Advertising	548002-51301	\$3,309.21
001	7731	03/04/19	CMG-PB REMITTANCE ADDRESS	0000073419	10/6,10/7,10/27/17	Legal Advertising	548002-51301	\$1,094.40
001	7731	03/04/19	CMG-PB REMITTANCE ADDRESS	0000078379	11/6,11/22,11/29/17	Legal Advertising	548002-51301	\$546.96
001	7731	03/04/19	CMG-PB REMITTANCE ADDRESS	0000084900	12/28,12/28,12/29,	Legal Advertising	548002-51301	\$4,619.68
001	7733	03/06/19	T-MOBILE USA, INC.	2/21/19-3851	SERVICE FOR 1/21-2/20/19	Communication - Telephone	541003-51301	\$199.47
001	7734	03/06/19	PBC FINANCE DEPARTMENT	TLAKE-022819	2/19 IMPACT FEES	Other Current Liabilities	229000	\$30,683.06
001	7735	03/06/19	MINTO COMMUNITIES, LLC	TLAKE-030119	LOT 217 TUG PD.TWICE	Other Building Permit Fees	322111	\$150.00
001	7736	03/06/19	FLORIDA VENDORS ASSOCIATION	HCA124174	CLEANING 1/18-3/1/19	General Government	549109-51301	\$1,064.98
001	7737	03/06/19	MILNER INC LEASE	62640844	PERIOD 2/15-3/14/19	ProServ-Info Technology	531020-51301	\$1,665.04
001	7737	03/06/19	MILNER INC LEASE	62640844	PERIOD 2/15-3/14/19	Due from Other Districts	133500-51301	\$713.59
001	7737	03/06/19	MILNER INC LEASE	62640844	PERIOD 2/15-3/14/19	Misc-Late Fees	549144-51301	\$118.94
001	7738	03/07/19	MILNER INC LEASE	62641144	SOFTWARE LEASE 2/15-3/14/19	General Government	549109-51301	\$851.20
001	7738	03/07/19	MILNER INC LEASE	62641144	SOFTWARE LEASE 2/15-3/14/19	sid portion	133500-51301	\$212.80
001	7740	03/11/19	NZ CONSULTANTS, INC.	WES-28	PROF PLANNING & ZONING 1/31/19	ProfServ-Planning/Zoning Board	531032-51501	\$24,813.75
001	7741	03/11/19	FLORIDA TECHNICAL CONSULTANTS	605	GIS SVCS. WA 5 1/29-2/5/19	ProServ-Info Technology	531020-51301	\$7,931.00
001	7741	03/11/19	FLORIDA TECHNICAL CONSULTANTS	605	GIS SVCS. WA 5 1/29-2/5/19	Due from Other Districts	133500-51301	\$3,399.00
001	7742	03/11/19	GREATAMERICA FINANCIAL SERVICES CORP	23541115	COPIER LEASE 10/18	ProServ-Info Technology	531020-51301	\$315.13
001	7743	03/11/19	NOVA ENGINEERING AND	0186491	PROF SERVICE 1/27-2/23/19	ProfServ-Building Permits	531091-51501	\$62,260.00
001	7744	03/11/19	PBC SHERIFF'S OFFICE	62944	SECURITY 2/25-2/28/19	Contracts-Sheriff	534100-52901	\$1,272.00
001	7745	03/13/19	FED EX	6-479-93315	SERVICE FOR 2/22/19	Postage and Freight	541006-51301	\$24.03
001	7746	03/13/19	HARRIS COMPUTER SYSTEMS	CT041581	MUNICIPAL CUST DEP PROJECT KIC	ProServ-Info Technology	531020-51301	\$3,532.50
001	7746	03/13/19	HARRIS COMPUTER SYSTEMS	CT041581	MUNICIPAL CUST DEP PROJECT KIC	Due from Other Districts	133500-51301	\$1,177.50
001	7747	03/13/19	NETONE TECHNOLOGIES, INC	7633	4/19 CONSULTING FEE	ProServ-Info Technology	531020-51301	\$1,312.50
001	7748	03/13/19	MILNER INC LEASE	252905	MISC IMAGING COMPONENTS	Office Supplies	551002-51301	\$3,800.00
001	7749	03/18/19	SEMINOLE IMPROVEMENT DISTRICT	031319	SID ENG. FEES/MAR.MAINT.	Due to Other Districts	206500	\$11,723.27
001	7750	03/26/19	CHEN MOORE & ASSOCIATES, INC.	0000136371	TASK 9 DOC.RVVW./COORD. JAN.	ProfServ-Engineering	531013-51501	\$19,148.56
001	7750	03/26/19	CHEN MOORE & ASSOCIATES, INC.	0000136243	TASK 9 DOC.RVVW./COORD. DEC.	ProfServ-Engineering	531013-51501	\$13,587.11
001	7751	03/26/19	SEMINOLE IMPROVEMENT DISTRICT	TLAKE-032019	SID SHARE OF ENG-2019-07 SKYCO	Due to Other Districts	206500	\$6,559.68
001	7752	03/26/19	OFFICE DEPOT	264084423001	MISC OFFICE SUPPLIES	Office Supplies	551002-51301	\$26.36
001	7752	03/26/19	OFFICE DEPOT	284101558001	PENS	Office Supplies	551002-51301	\$14.54
001	7752	03/26/19	OFFICE DEPOT	264101559001	BOOKENDS	Office Supplies	551002-51301	\$23.38

**CITY OF WESTLAKE**

**Payment Register by Fund  
For the Period from 3/1/2019 to 3/31/2019  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	7752	03/26/19	OFFICE DEPOT	256821568001	RUBBER BANDS (JAN.)	Office Supplies	551002-51301	\$18.27
001	7752	03/26/19	OFFICE DEPOT	256821569001	WIRELESS MOUSE (JAN.)	Office Supplies	551002-51301	\$45.99
001	7752	03/26/19	OFFICE DEPOT	288655819001	MISC OFFICE SUPPLIES	Office Supplies	551002-51301	\$17.09
001	7752	03/26/19	OFFICE DEPOT	288655869001	ROLLING MACHINE STAND/CART	Office Supplies	551002-51301	\$126.71
001	7753	03/26/19	MARK L. DUBOIS	18219	SERVICE 2/25-3/7	ProfServ-Consultants	531075-51301	\$500.00
001	7754	03/26/19	MINTO COMMUNITIES, LLC	TLAKE-031919	REFUND LOT 284 TUG FEE	Other Building Permit Fees	322111	\$150.00
001	7755	03/26/19	GREATAMERICA FINANCIAL SERVICES CORP	24433601	025-1382898-000, COPIER, MAR	ProServ-Info Technology	531020-51301	\$315.13
001	7755	03/26/19	GREATAMERICA FINANCIAL SERVICES CORP	24433601	025-1382898-000, COPIER, MAR	Misc-Late Fees	549144-51301	\$22.06
001	7755	03/26/19	GREATAMERICA FINANCIAL SERVICES CORP	24254911	COPIER LEASE 2/19	ProServ-Info Technology	531020-51301	\$315.13
001	7755	03/26/19	GREATAMERICA FINANCIAL SERVICES CORP	24254911	COPIER LEASE 2/19	Misc-Late Fees	549144-51301	\$22.06
001	7756	03/26/19	MILNER INC LEASE	56107A	TONER	Office Supplies	551002-51301	\$15.50
001	7757	03/26/19	SHARON R BOCK, CLERK & COMPTROLLER	030419	DOCUMENT RECORDING FEE	Miscellaneous Services	549001-51301	\$83.20
001	7759	03/29/19	INFRAMARK, LLC	39413	3/19 MANAGEMENT FEES	Management Services	531093-51301	\$34,166.67
001	7759	03/29/19	INFRAMARK, LLC	39413	3/19 MANAGEMENT FEES	Postage and Freight	541006-51301	\$17.65
001	7759	03/29/19	INFRAMARK, LLC	39413	3/19 MANAGEMENT FEES	Printing	547006-51301	\$174.00
001	7759	03/29/19	INFRAMARK, LLC	39413	3/19 MANAGEMENT FEES	ProfServ-Web Site Maintenance	531094-51301	\$366.67
001	7759	03/29/19	INFRAMARK, LLC	39413	3/19 MANAGEMENT FEES	Management Services	531093-51301	\$458.75
001	7760	03/29/19	FPL	45148-031919	11639-451448 2/18-3/19/19	Electricity-General	543006-54101	\$62.10
001	7760	03/29/19	FPL	02039-032119	51575-02039 2/20-3/21/19	Electricity-General	543006-54101	\$113.83
001	7761	03/29/19	MILNER INC LEASE	665756	COPIER 3/19	Office Supplies	551002-51301	\$999.78
001	7761	03/29/19	MILNER INC LEASE	665756	COPIER 3/19	Due from Other Districts	133500-51301	\$249.94
001	DD208	03/17/19	COMCAST	74953-022619-ACH	PH/TV/INTERNET MAR.	Communication - Telephone	541003-51301	\$263.19
001	DD209	03/17/19	COMCAST	74961-022619-ACH	TV/PH/INTERNET MAR	Communication - Telephone	541003-51301	\$436.75
001	DD211	03/18/19	FPL	89127-030719-ACH	61367-89127 2/6-3/7/19	Electricity-General	543006-54101	\$56.78
001	DD212	03/18/19	FPL	99121-030719-ACH	09796-99121 2/6-3/7/19	Electricity-General	543006-54101	\$95.73
001	DD213	03/13/19	COMCAST	73484-022219-ACH	PH/TV/INTERNET MAR.	Communication - Telephone	541003-51301	\$555.78
001	7732	03/11/19	PHILLIP D EVERETT	PAYROLL	March 11, 2019 Payroll Posting			\$2,909.27
001	DD204	03/11/19	KARA S. CRUMP	PAYROLL	March 11, 2019 Payroll Posting			\$2,784.77
001	DD205	03/11/19	KATRINA L. LONG	PAYROLL	March 11, 2019 Payroll Posting			\$2,784.77
001	DD206	03/11/19	ROGER B MANNING	PAYROLL	March 11, 2019 Payroll Posting			\$2,826.27
001	DD207	03/11/19	JOHN A. STANAVITCH	PAYROLL	March 11, 2019 Payroll Posting			\$2,867.77
							<b>Fund Total</b>	<b>\$274,783.49</b>

**CITY OF WESTLAKE**

Payment Register by Fund  
 For the Period from 3/1/2019 to 3/31/2019  
 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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**SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM - 101**

101	1001	03/26/19	CITY OF WESTLAKE	031319	HOUSING FD.FEE RFND.PD.BY GF	Due From Other Funds	131000	\$1,500.00
							<b>Fund Total</b>	<b>\$1,500.00</b>

<b>Total Checks Paid</b>	<b>\$276,283.49</b>
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**6B.**



## MEMORANDUM

**TO:** Members of the City Council, City of Westlake  
**FROM:** Steven Fowler, Accountant II; Alan Baldwin, Accounting Manager  
**CC:** Ken Cassel, City Manager  
**DATE:** June 5, 2019  
**SUBJECT:** April Financial Report

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Please find attached the April 2019 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. An overview of the City is provided below. Should you have any questions or require additional information, please contact me at [Steven.Fowler@inframark.com](mailto:Steven.Fowler@inframark.com).

### **General Fund**

- Total Revenues through April were approximately 49% of the annual budget. During this time approximately 92% of the FY2019 Ad Valorem Tax had been collected. The annual budget includes revenue from a funding agreement with Minto Community LLC. Actual receipts under this funding agreement were far less than anticipated as of the end of April.
- Total Expenditures through April were approximately 47% of the annual budget. During this time actual expenditures for Parks and Grounds Maintenance, Special Events, Building Reserve and Public Safety were far less than anticipated.

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

- Total Revenues through April were approximately 120% of the annual budget. \$1,500 per SFR building permit is paid into the Housing Assistance Program as a donation. The City received a \$60,000 donation from FPL in November. There were no uses of program resources through April.

# City of Westlake

## Financial Report

*April 30, 2019*



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# **City of Westlake**

## **Financial Statements**

**April 30, 2019**

**Balance Sheet**  
 April 30, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND - HOUSING ASSISTANCE PROGRAM	TOTAL
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 965,987	\$ -	\$ 965,987
Assessments Receivable	4,622	-	4,622
Due From Other Districts	407	-	407
Investments:			
Money Market Account	3,431	462,355	465,786
Prepaid Items	625	-	625
Deposits	641	-	641
<b>TOTAL ASSETS</b>	<b>\$ 975,713</b>	<b>\$ 462,355</b>	<b>\$ 1,438,068</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 232,556	\$ -	\$ 232,556
Accrued Expenses	25,000	-	25,000
DBPR surcharge	493	-	493
DCA surcharge	729	-	729
Deferred Revenue-Developer Submittals (Minto)	29,615	-	29,615
<b>TOTAL LIABILITIES</b>	<b>288,393</b>	<b>-</b>	<b>288,393</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Prepaid Items	625	-	625
<b>Restricted for:</b>			
Special Revenue	-	462,355	462,355
<b>Unassigned:</b>	686,695	-	686,695
<b>TOTAL FUND BALANCES</b>	<b>\$ 687,320</b>	<b>\$ 462,355</b>	<b>\$ 1,149,675</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 975,713</b>	<b>\$ 462,355</b>	<b>\$ 1,438,068</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 2,000	\$ 1,167	\$ 1,139	\$ (28)
Ad Valorem Taxes	248,894	248,894	228,531	(20,363)
Ad Valorem Taxes - Discounts	(9,994)	(9,994)	(7,573)	2,421
Local Option Gas Tax	100	75	33	(42)
Discretionary Sales Surtaxes	800	467	-	(467)
FPL Franchise	33,300	19,425	47,882	28,457
Electricity	18,000	10,500	5,031	(5,469)
Water	76,800	44,800	2,485	(42,315)
Gas	-	-	3,641	3,641
Communication Services Taxes	27,100	15,808	12,932	(2,876)
Occupational Licenses	5,000	2,917	2,350	(567)
Building Permits	600,000	350,000	358,965	8,965
Building Permits - Surcharge	-	-	727	727
Other Building Permit Fees	-	-	7,500	7,500
Building Permits - Admin Fee	-	-	31,689	31,689
Engineering Permits	75,000	43,750	171,633	127,883
Planning & Zoning Permits	250,000	145,833	31,709	(114,124)
Other Licenses, Fees & Permits	4,700	2,742	4,015	1,273
Local Govt .05c Sales Tax	400	233	-	(233)
Penalties	-	-	46	46
Admin Fee	-	-	4,640	4,640
Other Operating Revenues	-	-	350	350
Interest - Tax Collector	-	-	42	42
Other Impact Fees	1,500	750	-	(750)
Developer Contribution	1,806,400	1,204,267	625,000	(579,267)
Lien Search Fee	-	-	285	285
Inspection Fees	1,000	583	9,500	8,917
<b>TOTAL REVENUES</b>	<b>3,141,000</b>	<b>2,082,217</b>	<b>1,542,552</b>	<b>(539,665)</b>

**EXPENDITURES**

**Administration**

Mayor/Council Stipend	204,000	119,000	119,000	-
FICA Taxes	15,600	9,100	9,104	(4)
ProfServ-Engineering	75,000	43,750	103,376	(59,626)
ProfServ-Info Technology	148,000	86,333	92,662	(6,329)
ProfServ-Legal Services	356,300	207,842	216,058	(8,216)
ProfServ-Legislative Expense	24,000	14,000	-	14,000
ProfServ-Planning/Zoning Board	250,000	145,833	156,524	(10,691)

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2019

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
ProfServ-Consultants	40,000	23,333	9,375	13,958
ProfServ-Building Permits	600,000	350,000	428,118	(78,118)
Management Services	410,000	239,167	241,804	(2,637)
ProfServ-Web Site Maintenance	6,100	3,558	3,942	(384)
Auditing Services	7,000	-	-	-
Communication - Telephone	7,500	4,375	10,743	(6,368)
Postage and Freight	1,500	875	409	466
Lease - Building	500	500	500	-
Liability/Property Insurance	16,500	16,500	7,120	9,380
Printing	1,000	583	645	(62)
Legal Advertising	12,000	7,000	3,437	3,563
Miscellaneous Services	-	-	289	(289)
General Government	100,000	58,333	21,825	36,508
Misc-Late Fees	-	-	348	(348)
Council Expenses	20,000	11,667	2,661	9,006
Misc-Contingency	90,000	52,500	7,712	44,788
Office Supplies	5,000	2,917	8,346	(5,429)
Dues, Licenses, Subscriptions	10,000	5,833	3,048	2,785
<b>Total Administration</b>	<b>2,400,000</b>	<b>1,402,999</b>	<b>1,447,046</b>	<b>(44,047)</b>
<b><u>Other Public Safety</u></b>				
Contracts-Sheriff	550,000	320,833	40,531	280,302
<b>Total Other Public Safety</b>	<b>550,000</b>	<b>320,833</b>	<b>40,531</b>	<b>280,302</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Cap Outlay - Office Computers	6,000	3,500	-	3,500
<b>Total Capital Expenditures &amp; Projects</b>	<b>6,000</b>	<b>3,500</b>	<b>-</b>	<b>3,500</b>
<b><u>Road and Street Facilities</u></b>				
Electricity - General	10,000	5,833	2,419	3,414
<b>Total Road and Street Facilities</b>	<b>10,000</b>	<b>5,833</b>	<b>2,419</b>	<b>3,414</b>
<b><u>Park &amp; Grounds</u></b>				
R&M-Parks	50,000	29,167	-	29,167
<b>Total Park &amp; Grounds</b>	<b>50,000</b>	<b>29,167</b>	<b>-</b>	<b>29,167</b>
<b><u>Special Events</u></b>				
Misc-Event Expense	75,000	43,750	-	43,750
<b>Total Special Events</b>	<b>75,000</b>	<b>43,750</b>	<b>-</b>	<b>43,750</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Reserves</b>				
Reserve - Buildings	50,000	50,000	-	50,000
<b>Total Reserves</b>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>3,141,000</b>	<b>1,856,082</b>	<b>1,489,996</b>	<b>366,086</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	226,135	52,556	(173,579)
Net change in fund balance	<u>\$ -</u>	<u>\$ 226,135</u>	<u>\$ 52,556</u>	<u>\$ (173,579)</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>634,764</b>	<b>634,764</b>	<b>634,764</b>	
<b>FUND BALANCE, ENDING</b>	<u><b>\$ 634,764</b></u>	<u><b>\$ 860,899</b></u>	<u><b>\$ 687,320</b></u>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 3,929	\$ 3,929
Donations	150,000	87,500	175,405	87,905
<b>TOTAL REVENUES</b>	<b>150,000</b>	<b>87,500</b>	<b>179,334</b>	<b>91,834</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Bank Charges	-	-	24	(24)
<b>Total Administration</b>	<b>-</b>	<b>-</b>	<b>24</b>	<b>(24)</b>
<b><u>Public Assistance</u></b>				
Misc-Admin Fee (%)	11,300	6,592	-	6,592
Assistance Program	138,700	80,908	-	80,908
<b>Total Public Assistance</b>	<b>150,000</b>	<b>87,500</b>	<b>-</b>	<b>87,500</b>
<b>TOTAL EXPENDITURES</b>	<b>150,000</b>	<b>87,500</b>	<b>24</b>	<b>87,476</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	179,310	179,310
Net change in fund balance	\$ -	\$ -	\$ 179,310	\$ 179,310
<b>FUND BALANCE, BEGINNING (OCT 1, 2018)</b>	<b>283,045</b>	<b>283,045</b>	<b>283,045</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 283,045</b>	<b>\$ 283,045</b>	<b>\$ 462,355</b>	

# **City of Westlake**

**Supporting Schedules**

**April 30, 2019**

Cash and Investment Report

April 30, 2019

**GENERAL FUND**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	n/a	\$965,987
Money Market	BankUnited	MMA	n/a	1.00%	\$3,431
<b>Subtotal</b>					<b>\$969,419</b>

**SPECIAL REVENUE FUND**

Money Market	BankUnited	MMA	n/a	1.00%	\$462,355
<b>Subtotal</b>					<b>\$462,355</b>
<b>Total</b>					<b>\$1,431,774</b>



**City of Westlake**

Bank Reconciliation

Bank Account No. 0300 Bank United - GF  
 Statement No. 0419  
 Statement Date 4/30/2019

<b>G/L Balance (LCY)</b>	965,987.36	<b>Statement Balance</b>	968,263.19
<b>G/L Balance</b>	965,987.36	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
		<b>Subtotal</b>	968,263.19
<b>Subtotal</b>	965,987.36	<b>Outstanding Checks</b>	2,275.83
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	965,987.36	<b>Ending Balance</b>	965,987.36
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
11/30/2018	Payment	7635	CROWN CASTLE-STA PROPERTY	202.88	0.00	202.88
4/23/2019	Payment	7790	MINTO PBLH, LLC	785.76	0.00	785.76
4/23/2019	Payment	7792	SOLID WASTE AUTHORITY	900.00	0.00	900.00
4/23/2019	Payment	7794	GREATAMERICA FINANCIAL SERVICES CO	337.19	0.00	337.19
4/23/2019	Payment	7795	PRINCE DEVELOPMENT GROUP, INC	50.00	0.00	50.00
<b>Total Outstanding Checks.....</b>				<b>2,275.83</b>		<b>2,275.83</b>

## **City of Westlake**

**Check Register**

**April 1-30, 2019**

**CITY OF WESTLAKE**

**Payment Register by Fund  
For the Period from 4/1/2019 to 4/30/2019  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	7764	04/01/19	PBC FINANCE DEPARTMENT	TLAKE-032919	3/19 IMPACT FEES	Other Current Liabilities	229000	\$21,340.02
001	7765	04/01/19	MARK L. DUBOIS	18221	SERVICE 3/11-3/21	ProfServ-Consultants	531075-51301	\$700.00
001	7766	04/01/19	FLORIDA TECHNICAL CONSULTANTS	621	PROJ.06-WA06 FEB & MAR	CW Portion	531013-51301	\$8,242.50
001	7766	04/01/19	FLORIDA TECHNICAL CONSULTANTS	621	PROJ.06-WA06 FEB & MAR	SID Portion	133500-51301	\$3,532.50
001	7767	04/01/19	SOLID WASTE AUTHORITY	SWA-032919	NON-AD VALOREM TAX BILL WASTE	Solid Waste fees	202130	\$5,172.37
001	7767	04/01/19	SOLID WASTE AUTHORITY	SWA-32919	3/19 SOLID WAST AUTHORITY FEES	Solid Waste fees	202130	\$5,166.50
001	7768	04/01/19	DAVID DELGADO	2723	CABLE INSTALL 3/27/19	Communication - Telephone	541003-51301	\$189.00
001	7769	04/01/19	MILNER INC LEASE	63025225	SOFTWARE LEASE 3/15-4/14	CW Portion	551002-51301	\$851.20
001	7769	04/01/19	MILNER INC LEASE	63025225	SOFTWARE LEASE 3/15-4/14	Sid Portion	133500-51301	\$212.80
001	7770	04/01/19	LAW OFFICES OF PAM E. BOOKER, ESQ	133	3/19 LEGAL SERVICE	ProfServ-Legal Services	531023-51401	\$33,368.89
001	7771	04/01/19	CENTRAL PALM BEACH COUNTY	115536	4/19 RENEWAL	Dues, Licenses, Subscriptions	554020-51301	\$500.00
001	7771	04/01/19	CENTRAL PALM BEACH COUNTY	115536	4/19 RENEWAL	Prepaid Items	155000-51301	\$500.00
001	7772	04/01/19	AVATARA PARTNERS LLC	2809	4/19 CLOUD SERVICES	ProServ-Info Technology	531020-51301	\$4,554.75
001	7772	04/01/19	AVATARA PARTNERS LLC	2809	4/19 CLOUD SERVICES	Due from Other Districts	133500-51301	\$1,518.25
001	7773	04/03/19	T-MOBILE USA, INC.	63851-032119	955763851 SVC 2/21-3/20	Communication - Telephone	541003-51301	\$199.47
001	7774	04/03/19	FLORIDA VENDORS ASSOCIATION	1011	CLEANING 3/8-3/29	General Government	549109-51301	\$600.00
001	7775	04/03/19	MILNER INC LEASE	63025180	SFTWRE LEASE W/INS 3/15-4/14	Miscellaneous Services	549001-51301	\$28.14
001	7775	04/03/19	MILNER INC LEASE	63025180	SFTWRE LEASE W/INS 3/15-4/14	Due from Other Districts	133500-51301	\$475.73
001	7775	04/03/19	MILNER INC LEASE	63025180	SFTWRE LEASE W/INS 3/15-4/14	ProServ-Info Technology	531020-51301	\$1,902.90
001	7776	04/08/19	CMG-PB REMITTANCE ADDRESS	35857-031119	NOTICE OF PUBLIC HEARING 3/8	Legal Advertising	548002-51301	\$700.00
001	7776	04/08/19	CMG-PB REMITTANCE ADDRESS	35857-030819	PUBLIC NOTICE 3/8/19	Legal Advertising	548002-51301	\$700.00
001	7776	04/08/19	CMG-PB REMITTANCE ADDRESS	35857-032919	NOTICE OF PUBLICATION 3/28/19	Legal Advertising	548002-51301	\$700.00
001	7777	04/08/19	OFFICE DEPOT	294801746001	NEOSPORIN	Office Supplies	551002-51301	\$12.99
001	7777	04/08/19	OFFICE DEPOT	294801747001	COLD PACK	Office Supplies	551002-51301	\$4.49
001	7778	04/08/19	PBC SHERIFF'S OFFICE	63211	OFF DUTY SHERIFF 3/1-3/29/19	Contracts-Sheriff	534100-52901	\$5,565.00
001	7779	04/10/19	OFFICE DEPOT	294794470001	PAPER,TAPE,CLIPBOARD,HILITER	Office Supplies	551002-51301	\$100.56
001	7780	04/10/19	FPL	02039-032919	02039 2/20-3/21 AFTER TX CRDT	Electricity-General	543006-54101	\$32.62
001	7781	04/12/19	FED EX	6-508-90585	SERVICE FOR 3/28/19	Postage and Freight	541006-51301	\$20.08
001	7782	04/16/19	NZ CONSULTANTS, INC.	WES-29	PROF PLANNING & ZONING 2/28/19	ProfServ-Planning/Zoning Board	531032-51501	\$23,940.00
001	7783	04/16/19	NOVA ENGINEERING AND	0189554	PROF SRV 2/24-3/30/19	ProfServ-Building Permits	531091-51501	\$73,697.50
001	7784	04/16/19	MARK L. DUBOIS	18222	SERVICE FOR 3/25-4/4	ProfServ-Consultants	531075-51301	\$700.00
001	7786	04/16/19	DBPR/BCAIB	TLAKE-040919	Q3 DCA SRCHRG.S.-JAN THRU MAR	DCA Surcharge	202117-51301	\$1,305.03
001	7787	04/16/19	FED EX	6-514-95702	SRV FOR 4/4/19	Postage and Freight	541006-51301	\$20.08
001	7788	04/16/19	LAW OFFICES OF PAM E. BOOKER, ESQ	134	APR LEGAL SERVICES	ProfServ-Legal Services	531023-51401	\$30,572.39
001	7789	04/17/19	SOJOURNERS WITH HEALING HEARTS	040919	SOUJERNERS WITH HEALING HEARTS	Council Expenses	549170-51101	\$300.00
001	7790	04/23/19	MINTO PBLH, LLC	TLAKE-040919	REIMB 2/19-3/19 COMCAST CHARGE	Due to Developer	206000	\$785.76
001	7792	04/23/19	SOLID WASTE AUTHORITY	ANNUALSWA-22819-2	SWA 2/19 UNDERPAYMENT (J0514)	Admin Fee	343648	\$900.00
001	7793	04/23/19	FPL	45148-041819	11639-45148 3/19-4/18/19	Electricity-General	543006-54101	\$62.83
001	7793	04/23/19	FPL	00227-041919	78436-00227 3/20-4/19/19	Electricity-General	543006-54101	\$86.32
001	7794	04/23/19	GREATAMERICA FINANCIAL SERVICES CORP	24615709	APRIL KONICA RENTAL/LATE FEE	ProServ-Info Technology	531020-51301	\$315.13
001	7794	04/23/19	GREATAMERICA FINANCIAL SERVICES CORP	24615709	APRIL KONICA RENTAL/LATE FEE	Misc-Late Fees	549144-51301	\$22.06
001	7795	04/23/19	PRINCE DEVELOPMENT GROUP, INC	041819	REFUND LOT 170 FENCE FINAL PD.BY WRONG CONTRACTOR	Inspection Fees	369957	\$50.00
001	DD222	04/09/19	FBC'S BUILDING CODE	NONE-040919	Q3 DBPR SRCHRG.S.-JAN THRU MAR	DBPR Surcharge	202115	\$904.22
001	DD223	04/19/19	FPL	040819-99121 ACH	09796-99121 3/7-4/8	Electricity-General	543006-54101	\$15.83
001	DD224	04/13/19	FPL	040219-00227 ACH	00227 2/19-3/20 AFTER TX CRDT	Electricity-General	543006-54101	\$8.28

**CITY OF WESTLAKE**

**Payment Register by Fund  
For the Period from 4/1/2019 to 4/30/2019  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD225	04/19/19	FPL	040819-89127 ACH	61367-89127 3/7-4/8	Electricity-General	543006-54101	\$60.19
001	DD226	04/17/19	COMCAST	74961-032619	TV/PH/INTERNET 74961 3/30-4/29	Communication - Telephone	541003-51301	\$436.75
001	DD227	04/17/19	COMCAST	74953-032619	PH/TV/INTERNET 74953 3/30-4/29	Communication - Telephone	541003-51301	\$263.19
001	DD230	04/27/19	COMCAST	040619-6872-ACH	8535114070676842 4/10-5/9/19	Communication - Telephone	541003-51301	\$379.56
001	DD231	04/05/19	CARD SERVICES CENTER	0935-031019	PURCHASES FOR 2/14-3/6/19	PUBLIX/ VALENTINES DAY	551002-51301	\$4.49
001	DD231	04/05/19	CARD SERVICES CENTER	0935-031019	PURCHASES FOR 2/14-3/6/19	JABREWSKIS PIZZA/ MEETING	551002-51301	\$50.27
001	DD231	04/05/19	CARD SERVICES CENTER	0935-031019	PURCHASES FOR 2/14-3/6/19	AMAZON PRIME /STAMP FOR GLORIA	554020-51301	\$13.14
001	DD231	04/05/19	CARD SERVICES CENTER	0935-031019	PURCHASES FOR 2/14-3/6/19	PALM BEACH POST SBSCRPTN	554020-51301	\$49.21
001	DD231	04/05/19	CARD SERVICES CENTER	0935-031019	PURCHASES FOR 2/14-3/6/19	AMAZON	551002-51301	\$13.99
001	DD232	04/13/19	COMCAST	73484-032219-ACH	TV/PH/INTERNET 73484 3/26-4/25	Communication - Telephone	541003-51301	\$555.78
001	7763	04/08/19	PHILLIP D EVERETT	PAYROLL	April 08, 2019 Payroll Posting			\$2,909.27
001	DD217	04/08/19	KARA S. CRUMP	PAYROLL	April 08, 2019 Payroll Posting			\$2,784.77
001	DD218	04/08/19	KATRINA L. LONG	PAYROLL	April 08, 2019 Payroll Posting			\$2,784.77
001	DD219	04/08/19	ROGER B MANNING	PAYROLL	April 08, 2019 Payroll Posting			\$2,826.27
001	DD220	04/08/19	JOHN A. STANAVITCH	PAYROLL	April 08, 2019 Payroll Posting			\$2,867.77
<b>Fund Total</b>								<b>\$246,575.61</b>

<b>Total Checks Paid</b>	<b>\$246,575.61</b>
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## **Seventh Order of Business**

1<sup>st</sup> Reading June 17, 2019

2<sup>nd</sup> Reading July 8, 2019

**ORDINANCE NO.2019-6**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, ESTABLISHING MANDATORY SIGNAGE DESIGN WITHIN THE CITY OF WESTLAKE; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; WHICH SHALL BECOME PART OF THE CODE OF ORDINANCES, ENTITLED "SIGNAGE", PROVIDING FOR CODIFICATION, PROVIDING FOR A CONFLICTS CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, this ordinance is intended to preserve the residential character of the City of Westlake by controlling size, location and use of signs in all zoning districts within the City. It is further intended to protect and promote the general health, safety and welfare of the public, to protect property values and to assist in the safe, economic, and aesthetic development of business within the corporate limits of the City of Westlake; and

**WHEREAS**, the regulations of this chapter shall apply to all signs within the City except vehicular use signage, which will be governed by the Manual on Uniform Traffic Control Devices (MUTCD) issued by the Federal Highway Administration; and

**WHEREAS**, all permanent signs shall be designed and constructed in compliance with applicable building codes; and

**WHEREAS**, it shall be unlawful for any person to erect, repair, alter, relocate, or maintain any permanent sign defined in this division without obtaining a building permit and paying the required fee; and

**WHEREAS**, all signs for which a permit is required, together with all supports, braces, guys, anchors, sign faces, and other structural and nonstructural members, shall be maintained in good condition and appearance and in compliance with applicable building codes.

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

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

**Section 2. Signs.** The Code of ordinances for the City of Westlake shall contain a chapter entitled "Signs" which code shall contain the provisions as specifically set forth herein.

## CHAPTER 6 SIGNS

### Article I GENERAL PROVISIONS

**Section 6.1. Applicability.** The regulations of this chapter shall apply to all signs within the City except vehicular use signage, which will be governed by the Manual on Uniform Traffic Control Devices (MUTCD) issued by the Federal Highway Administration, or unless approved by a Master Sign Program.

**Section 6.2 Purpose and Intent.** The purpose of this Chapter is to facilitate the effective use of signs as a means of communication in the city and to avoid the visual clutter that reduces traffic and pedestrian safety, property values, business opportunities, and community appearance. With these purposes in mind, it is the intent of this Chapter to enable the fair and consistent enforcement of these sign regulations and to promote the implementation of the Comprehensive Plan. This section is not regulatory, but expresses the intent of this chapter to provide regulations which achieve the following:

- A) **Property value protection.** Signs should not create a nuisance to the occupancy or use of other properties as a result of their size, height, brightness, or movement. Signs shall be in harmony and compatible with the buildings, uses, and other conforming signs in the zoning district.
- B) **Communication.** Signs shall not deny other persons the use of sight lines on public rights-of-way, shall not obscure important public messages, and shall not overwhelm or distract the traveling public. Signs should effectively communicate the intended message and location of the sign owner.
- C) **Protection of the public health, safety, and welfare.** It is the specific intent of this division to provide objective, content-neutral regulations of time, place, and manner in order to preserve and protect the public health, safety, and welfare.

**Section 6.3 Regulations Strictly Enforced.** It shall be unlawful for any persons to post, display, change, or erect a sign or sign structure that requires a permit without first having obtained a permit in accordance with these LDRs. Signs or sign structures erected without a valid permit shall be deemed in violation of this Article, and it shall be mandatory to obtain the applicable permit, or remove the sign or sign structure immediately.

### Section 6.4 Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**Accessory sign.** A permanent ground or building wall sign that is permitted under this Code as incidental to an existing or proposed use of land.

**Advertising.** Sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

**Awning, canopy, roller curtain or umbrella sign.** Any sign painted, stamped, perforated, or stitched on the surface area of an awning, canopy, roller curtain or umbrella. An architectural projection that provides weather protection, identity and/or decoration and is wholly supported by the building to which it is attached.

An awning is comprised of a lightweight, rigid or retractable skeleton over which an approved cover is attached.

**Awning sign.** A sign painted on, printed on or attached flat against the surface of the awning.

**Building principal** means the major or primary building or structure on a site, to which all other buildings are accessory.

**Building site** means a portion or parcel of land considered as a unit, devoted to a certain use or occupied by a building or group of buildings that are united by a common interest or use such that the customary accessories and open spaces belong to the site.

**Building wall sign.** A sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, awnings and roof slopes of forty-five (45) degrees or steeper.

**Changeable copy sign.** A sign which is visible from outside a building and which is characterized by changeable copy, regardless of method of attachment of the copy.

**Commercial Sign** means a sign that directly or indirectly, names or calls attention to a business, product, service, or other commercial activity. For purposes of this article, all signs on non-residential shall be presumed commercial; however, the presumption shall be considered rebuttable and may be overcome if a reasonable person could logically conclude that the presumption is invalid. For purposes of this article, terms such as sale, special, clearance, or other words which relate to commercial activity shall be deemed to be commercial messages. The identification by name of an apartment or condominium development on a residential sign at the apartment or condominium development site shall not be considered a commercial message.

**Commercial vehicle.** Any motor vehicle having a carrying capacity of more than one (1) ton and/or a towed trailer, regardless of size, which is used for commercial purposes or has an outward appearance of being used in connection with a business, including, but not limited to, openly visible or unconcealed load of equipment, cargo, tools construction materials, mounted accessories that a reasonable person would associate with commercial activity, or the display of a business name, logo, address, telephone number, or business license number. The use of canvas, tarpaulin, or other similar materials or similar covers does not constitute concealment as required herein. Such vehicle must be owned by the resident or be assigned to the resident by the business or entity which the vehicle serves, shall not be used for storage purposes, and is limited to one (1) such vehicle per residence.

**Construction sign.** A sign on any building site. This includes signs advertising the builder, contractor, developer, architect, engineer, planner, landscape architect, subcontractors, or other persons or artisans associated with construction.

**Copy.** The linguistic or graphic content of a sign.

**Directional sign.** An on premises sign designed to guide or direct pedestrians or vehicular traffic.

**Electric sign.** Any sign containing electric wiring.

**Erect a sign.** To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish a sign but it shall not include any of the foregoing activities when performed as an incident to routine maintenance.



**Face elevation.** The portion of the exterior elevation of a tenant or occupant space which contains the principal entry door and is measured from the grade to the second floor line or top of parapet on one-story structures.

**Flagpole.** A permanently attached fixture or pole which supports flags.

**Front Setback.** The lot area extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest line of the main building.

**Frontage, Building.** The dimension (measured in linear feet) of the overall width of the primary side of the building containing one or more units. For purposes of this article, the primary side of a building shall be the side of the building that includes the primary entrance or the side of the building or side of the building that faces the front lot line, at the option of the property owner. If the primary entrance is at an angle, the property owner may choose the building frontage. On a site with multiple buildings, if a building does not directly face a street, the building frontage will be considered the street that other adjacent or contiguous buildings face. In the case of a double frontage site and for the purpose of administration of this article, this dimension shall be based on a single lot front adjacent to the street right-of-way of which the site is addressed.

**Frontage right-of-way façade.** The portion of an exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building wall elevation which fronts on a right-of-way. Only one street façade may be designated as frontage street façade, unless the building shall be located on the corner of two rights-of-way.

**Frontage, street.** That portion of a parcel or lot abutting a public or private right-of-way.

**Grade.** A ground elevation established for the purpose of regulating the height of a building. The building grade shall be the level of the ground adjacent to the walls of the building if the finished grade is level. If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground at each face of the building or as otherwise determined by the building official.

**Ground sign.** Any sign that is erected on the ground, when no part of the sign is attached to any part of a building or structure. A ground sign shall be supported by a base no greater than three (3) feet in height.

**Harmful to minors.** With regard to sign content, any description or representation, in whatever form, of nudity, sexual conduct, or sexual excitement, when it:

1. Predominately appeals to the prurient, shameful, or morbid interest of minors in sex, and
2. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors, and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value.

The term "harmful to minors" shall also include any non-erotic word or picture when it:

1. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable for viewing by minors, and
2. Taken as a whole, lacks serious literary, artistic, political, or scientific value

**Height of a sign.** The height of a sign shall be measured as the vertical distance from the finished grade, excluding berms, at the base of the supporting structure to the top of the sign, or its frame or supporting structure, whichever is higher.

**Improvements or site improvements.** Any grading, filling, or excavation of unimproved property; additions or alterations to existing buildings or other structures requiring alterations to the ground; the construction of new buildings or other structures, including parking lots; and street pavement, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, signs, landscaping or any other improvement required by these land development regulations.

**Install.** To erect or apply any kind of sign or advertising device.

**Illuminated sign.** A sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights, back-lighting, and shall also include signs with reflectors that depend upon automobile headlights for an image.

**Logo.** Emblem, character, pictograph, trademark, or symbol used to represent a firm, organization, entity, product, or service.

**Lot, corner.** Either a lot bounded entirely by streets, or a lot which adjoins the point of intersection of two or more streets. For the purpose of this definition, a street may be improved or unimproved with the right-of-way established by a plat or the comprehensive plan of the city or county.

**Lot depth.** The horizontal length of a straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line of the lot.

**Lot frontage.** See lot lines, front.

**Lot improvement.** Any building, structure, work of art, or other object situated on a lot.

**Lot, interior.** A lot other than a corner lot with only one frontage on a street.

**Lot lines.** The lines creating or forming the boundary of a lot as follows:

**Front lot line.** The lot line fronting the street right-of-way, except, in the case of a corner or through lots, the lot line adjacent to a street right-of-way on which the building's primary entrance to the building faces.

**Lot of record.** A lot which is part of a plat recorded in the office of the clerk of the circuit court of the county, and existing as of August 18, 1994.

**Lot, through or double frontage lot.** Any lot except a corner lot, having both the front and rear property lines adjacent to a public street.

**Lot width.** The horizontal distance between the side lot lines measured at right angles to the lot depth at the front building setback line.

**Marquee.** A structure projecting from and completely supported by a building and which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance or other pedestrian way.

**Memorial Sign.** A permanent commemorative or historical sign, plaque, inscription, or similar group of symbols that is engraved on a building or a cemetery tombstone or that is located at a memorial erected

by, or with the approval of, a governmental entity. For purposes of this definition, a memorial includes any particular building, structure, or location intended to honor persons, places, or events.

**Mural.** Any figures, designs, pictures, characters, etc. which are painted or adhesively applied directly onto the window or wall of a building or other structure. For purposes of this article, figures, designs, pictures, characters, etc. which are nailed, bolted, or otherwise attached to a building wall or window are not “applied directly” onto the wall or window of a building and, therefore, are not murals. For purposes of this article, Murals are not signs, so long as they contain no logo, words, or letters, either foreign or domestic. In the event a figure, design, picture, or character, that contains words or letters either foreign or domestic, is painted or otherwise applied directly onto the window or wall of a building, the entire such figure, design, picture, or character is not a mural, but instead is a SIGN, the area of which shall encompass the entire figure, design, picture, and/or character that is applied directly onto the window or wall and not merely the portion containing the logo(s), word(s), or letter(s).

**Neon.** Electric signs lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases.

**Neon tube sign.** A sign electrically lighted by exposed tubes containing inert gas and visible from outside of a building.

**Noncommercial sign.** Any sign which does not meet the definition of a commercial sign.**sign.** A sign existing at the effective date of the adopting of this article which could not be built under the terms of this article.

**Obscene Sign.** A sign whose contents meet the judicially established definition of obscenity or that is otherwise considered obscene under Florida Statutes.

**Occupant (occupancy).** The use of a building or structure, or any portion thereof for commercial transactions.

**Off-site/premise sign.** A sign advertising an establishment, merchandise, service or entertainment, which is not sold, produced, manufactured or furnished at the property on which said sign is located.

**Out Parcel.** A building lot separated or separable from a commercial development, the selling of which provides liquidity for the developer.

**Parasite Sign.** Any sign which is hung from, attached to, or added onto an existing sign.

**Painted wall sign.** A sign painted on a wall or on any other surface or part of a building or structure.

**Parcel.** A unit of land within legally established property lines. If, however, the property lines are such as to defeat the purposes of this Code or lead to absurd results, a "parcel" may be as designated for a particular site by the building official.

**Permanent.** Designed, constructed and intended for more than short term use.

**Permit Board.** A freestanding device erected on a construction site for the sole purpose of providing a conspicuous display of and shelter for the permits required for construction service(s) being performed on such construction site. A permit board may also display a contractor name or logo.

**Pole sign.** A freestanding sign attached to a pole or poles erected directly into the ground.

**Portable sign.** Any sign which is manifestly designed to be transported by trailer or on its own wheels, including such signs even though the wheels may be removed and the remaining chassis or support structure converted to an A or T frame sign and attached temporarily or permanently to the ground.

**Principal Tenant.** An occupant of either the entire building or a portion of a building, identified specifically at time of sign construction by the developer to the principal tenant.

**Portable Sign.** A moveable sign not secured or attached to the ground.

**Rear lot line.** The lot line opposite the front line. In the case of a lot irregularly shaped or pointed at the rear, the rear lot line shall be an imaginary line within the lot, not less than ten (10) feet long, parallel to and at the maximum distance from the front line.

**Rear Setback.** The area extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest line of the main building.

**Roof line.** A horizontal line intersecting the highest point or points of a roof.

**Roof sign.** A sign placed above the roof line of a building or on or against a roof slope of less than forty-five (45) degrees.

**Setback.** A required open space unoccupied and unobstructed by any structure or portion of a structure above the general ground level of the graded lot upward, except for fences, walls, and other customary yard accessories as provided in these regulations.

**Setback, building.** The shortest distance between the building or structure and the property line, whether front, side, side corner, or rear, measured from the lot line to the nearest vertical exterior walls.

**Setback, required.** The minimum lot area as specified in the regulations for front, side, and rear yards, as distinguished from any yard area in excess of the minimum required.

**Side lot line.** Any lot other than the front lot line or rear lot line. A side lot line located on a street right-of-way is a side corner lot line. A side lot line separating a lot from another lot is an interior side lot line.

**Side Setback.** The lot area between a main building and the side lot line, extending from the front yard to the rear yard, the width of which is the horizontal distance from the nearest point of the side lot to the nearest point of the main building.

**Side corner or side facing street setback.** The lot area between a main building and the side lot line, extending from the front yard to the rear yard, the width of which is the minimum horizontal distance between a straight right-of-way and any structure or any projections hereto.

**Sign.** Any exterior identification, description, illustration or device which directs attention to a product, service, place, activity, person, establishment, institution or business; or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information. Use of merchandise, products, vehicles, equipment, inflated balloons, or the like for directing attention, with or without a printed or written message or advertisement, shall be considered a sign.

**Sign, A-Frame.** A sign that is self-supporting and portable with steeply angled sides that meet and are adjoined at the top to form the shape of the letter "A." Two individual signs attached at the top that were not manufactured to be an A-Frame sign shall not be considered to meet this definition.

**Sign, abandoned.** A sign advertising a business, service, or activity that is no longer licensed, no longer has a certificate of occupancy, or is no longer active at that location.

**Sign, animated.** A sign with action or motion using electrical energy, electronic, or manufactured sources of supply or wind-actuated elements, including rotating, revolving, or flashing signs.

**Sign area.** The background area upon which the sign or advertising is placed.

**Sign, banner.** Any permanent or temporary sign made or constructed of fabric, plastic, or similar materials that contain distinctive colors, symbols, or patterns, and normally is freely waving, temporary in nature, displayed outdoors, and containing commercial or noncommercial advertising, information, or lettering.

**Sign, Bench/Shelter.** Any sign painted on or attached to a bus bench or to a bus waiting or phone booth shelter.

**Sign, cabinet.** The structure, usually made of wood, plastic, metal, or some combination thereof, which contains one or more sign faces.

**Sign, changeable copy.** A sign which is characterized by changeable copy of letters or numbers, regardless of method of attachment or display.

**Sign, development.** A temporary sign advertising the sale or rental of structures under construction and located on the site of the project or development.

**Sign, directional, in right-of-way.** Any sign permanently or temporarily located within a right-of-way and erected by or with approval of the city or any authorized government agency to denote the following:

1. Signs of routes to any city, town, village, historic place or hospital;
2. Signs directing and regulating traffic;
3. Notices of any railroad, bridge, ferry, or other transportation;
4. Direction of safety of aviators as to locations, direction and landings and conditions affecting safety in aviation; or
5. Signs, notices, or symbols as to the time and place of civic meetings.

**Signs, directional, on private property.** A sign conveying instructions, with respect to the premises on which it is located, including such information as "exit" and "entrance", "drive-in" teller for banks; gasoline pump island direction; or any other improvement required by land development regulations.

**Sign, event signage.** Temporary signage used to notify the public that a special occasion and/or a special sale is taking place but does not meet the definition as a special event.

**Sign face.** The part of a sign that is or may be used for copy.

**Sign, flashing.** Any sign used for identification, directional, advertising, or promotional purposes that includes approved lighting fixtures which flash, blink, cut on and off intermittently, and are used as exterior or other signs visible from the public right-of-way.

**Sign, general product.** A sign which advertises a product commonly available at a variety of commercial or retail establishments, including but not limited to alcoholic or nonalcoholic beverages, tobacco products, food products, candies, auto parts and accessories, clothes, etc.

**Sign, ground.** A sign supported by and affixed to a base comprised of materials of a permanent nature permanently located on or in the ground with such base not to be in excess of two feet of height of surrounding ground level and wholly independent of any building for support.

**Sign, human.** Any sign or any form of commercial message held by or attached to a human or character (animated or otherwise) for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, or product. This can also include a person or a live or animated character dressed in costume or wearing a commercial message for the purpose of advertising or drawing attention to an individual, business, commodity, service, or product.

**Sign, illuminated.** A sign in which a source of light is used in order to make the message readable and shall include signs with internal backlighting or external backlighting.

**Sign, interior.** A sign inside a building that is not attached to a window or door and that is not visible from a public right-of-way.

**Sign, menu board.** An outdoor sign, including a speaker, associated with a drive-through window or facility, which provides the list of available foods and food prices.

**Sign, menu.** An outdoor display of a restaurant's menu or offerings attached to a wall or façade.

**Sign, monument.** Monument signs have a solid base that the sign face is installed upon. Eighty percent of the solid base shall be on the ground with gap no more than 12 inches from the base to the ground. These signs should be designed so that the style of the sign and its base are consistent with the architecture of the buildings on the site. Signs supported by poles that are built and/or designed to look like solid base as in monument signs are considered to be in compliance with this definition.

**Sign, nonconforming.** A sign which does not conform to the height, type, setback, size, location, use, operating characteristics, or structural support established as of the effective date of this chapter.

**Sign, off-site.** A sign which advertises or announces merchandise, products, business, goods, entertainment, or services which are not available on the site on which the sign is located. A sign containing a non-commercial message shall not be considered to be an off-site sign.

**Sign, on-site.** A sign which advertises only goods, services, facilities, events, or attractions on the premises where the sign is located.

**Sign, pole-mounted banner.** Signage that has letters, illustrations, or drawings that are applied to fabric, vinyl or similar material and is attached to a street pole or light pole.

**Sign, political.** A sign designed and used for the purpose of soliciting support for or opposition to a candidate, proposition, or referendum at a public election.

**Sign, real estate.** Any sign installed by a property owner or agent on a temporary basis, advertising the real property upon which the sign is located to be for rent, lease, or sale.

**Sign, right-of-way banner.** Signage that has letters, illustrations, or drawings that are applied to fabric or vinyl and are attached to a street pole or light pole in the public right-of-way, the placement of which has been properly permitted by the government agency that owns the right-of-way.

**Sign, snipe.** An off-premise sign made of any material, including but not limited to wood, paper, cardboard, plastic, and metal, which is tacked, nail, posted, pasted, glued, or otherwise attached to trees, poles, fences, or other similar objects.

**Sign, special events.** A temporary sign advertising or announcing any civic, patriotic, or special event of public interest.

**Sign, temporary.** A sign installed for a limited amount of time, and may include banners, flags, streamers, and pennants as approved by the city, or is attached to a wooden, plastic, or similar pole that is stuck into the ground.

**Sign structure.** Any construction used or designed to support a sign.

**Sign, time and temperature sign.** A display containing numerals alternately showing the time or temperature.

**Sign, traffic control.** A sign or signal for the control of vehicular, railroad, pedestrian, boat, or bicycle traffic, as authorized by the state or the city.

**Sign, vehicle.** Any sign that is attached or painted or wrapped on a vehicle and/or trailer, parked so as to be visible from and so as to clearly provide advertising visible from the public right-of-way or parked on public property so as to clearly provide a commercial message close to the public right-of-way, unless said vehicle is used by a proprietor or employee of the business for the purpose of commuting between the business location and home or is used in the usual course or operation of a business. Factors to be considered in determining whether a vehicle is used in the usual course or operation of a business shall include, but not limited to, whether the vehicle is operable, whether the vehicle has a current registration in the State of Florida, the vehicle plays in the business, and the frequency with which the vehicle is used in the course or the operation of the business. In addition, any sign that is composed of fabric, paper, or other lightweight material, or wood (unless the wood is an integral part of the vehicle itself), or that is physically supported by a motor vehicle, but not applied directly to the surface of the motor vehicle, or that is attached to the vehicle in such a manner as to constitute a safety hazard if the vehicle were to be driven with the sign in place, such as signs located so as to impair the vision of the driver of the vehicle or insecurely mounted so as to present a danger of falling off the vehicles while it is being driven, shall be presumed to be a vehicle sign. Further, any sign bearing a commercial message that is attached to or painted on a vehicle and/or trailer which is routinely parked or otherwise located on a site or sites other than that at which the firm, product, or services advertised on such sign is offered shall be presumed to be a vehicle sign.

**Sign, wall (flat wall sign).** A sign installed, attached, or otherwise affixed parallel to the wall or façade of a building, and may include murals if approved by city council.

**Sign, window.** A sign painted, etched, or wrapped on a window. Includes inside signs adjacent to a window and intended to be viewed from the outside.

**Sign, window area.** The area of window upon which a sign message is placed, which shall include framing with interchangeable or painted letters. If a logo or figures are used in lieu of letters, the measurements thereof shall be made on a rectangular basis using the most outer point thereof for determination of gross sign space utilized.

**Special event.** A temporary meeting, activity, gathering, or group of persons, animals, or vehicles (including mobile food vending vehicles), or a combination thereof, having a common purpose, design or goal that will affect or impact the ordinary and normal use by the general public upon any public or private facility, street, sidewalk, alley, public or private area, or building where the event substantially inhibits the usual flow of pedestrian or vehicular traffic, and is not the type approved for, or customarily associated with, the site upon which the event is located. A special event is not a normal business sale event or similar activity for commercial and/or office establishments.

**Story (floor).** That portion of a building included between the surface of any finished floor and the surface of the next floor above it or, if there is no floor above it, the space between the floor and the roof above it.

**Street.** A public or private right-of-way for vehicular traffic, including highways, thoroughfares, lanes, roads, ways, and boulevards.

**Structure.** Anything constructed, assembled, or erected, the use of which requires location on the ground and attached to something having location on or in the ground; this shall include, among other things, buildings, swimming pools, mobile homes, fences, walls, tanks, signs, tents, lunch wagons, trailers, dining cars, camp cars or similar structures on wheels or other supports used for living, business, or storage purposes. The term includes any structure equipped with a roof, permanent or temporary, such as porches, awnings, canopies, screened enclosures, arbors, balconies and similar elements, but does not include unroofed surfaces such as paving, sidewalks, or those used for sports.

**Visibility triangle (aka safe-site distance triangle).** The area at the corner of two (2) intersecting roadways or a roadway and driveway where placement of visual obstructions, such as landscaping or signs, shall be limited.

**Temporary sign.** A sign which is intended to advertise community events, civic projects, political candidacy, political issues, real estate for sale or lease or other special events on a short-term basis.

**Unit.** That part of a multiple occupancy complex housing one occupant.

**Vehicle sign.** A sign of any nature attached to, affixed in any manner or painted on a motor vehicle or trailer.

**Window.** An opening in an exterior wall or a building covered with glass or a building material which is transparent.

**ARTICLE II NONCONFORMING SIGNS**

**Section 6.7 Retention of Existing Signs.** Every legal sign existing as of June 20, 2016, and which is a type of sign not permitted in this chapter or is not consistent with the requirements of this chapter shall conform in accordance with chapter 6, article II, nonconformities.

**Section 6.8 Expiration, Removal, and Exempt Signs.** All nonconforming signs shall be removed immediately by the property owner. Signs exempt from this requirement are listed below.

- (1) **PD signs.** Signs which have been specifically approved as part of a PD.



- (2) **Residential development signs.** Signs located within residential zoning districts which indicate the name of a residential subdivision or development.
- (3) **Certain nonconforming signs.** Signs made nonconforming by sign regulation revisions are subject to the nonconforming structure provisions of chapter 6, article II.
- (4) **Annexation.**
  - (a) Any permanent sign existing on property annexed into the city, not permitted under this division but lawful at the time of annexation, shall be removed, or otherwise brought into compliance, no later than two (2) years from the date the city comprehensive land use plan change affecting the property is adopted by the city council.
  - (b) Temporary signs which are not permitted by this chapter shall be removed within sixty (60) days from the date of adoption of the comprehensive land use plan amendment which pertains to such property.

**Section 6.9. Amortization.** The time period provided in this chapter is for the purpose of amortizing the costs of a sign created or existing on or prior to adoption of the ordinance from which this section originally derived by virtue of lease of location or sign space, or through annexation into the city.

**ARTICLE III PERMITS REQUIRED, MASTER SIGN PROGRAM, REMOVAL**

**Section 6.12 Building Permit Required.** It shall be unlawful for any person to erect, repair, alter, relocate, or maintain any permanent sign defined in this division without obtaining a building and/or sign permit as applicable and paying the required fee.

**Section 6.13 Revocation.** The building official is authorized to revoke any building permit if a sign is erected or installed that does not comply with the requirements of this section.

**Section 6.14 Maintenance and Inspection.**

(1) **Maintenance.** All signs for which a permit is required, together with all supports, braces, guys, anchors, sign faces, and other structural and nonstructural members, shall be maintained in good condition and appearance and in compliance with applicable building codes. The city may order the removal of any sign that is not maintained in accordance with this section. The removal shall be at the expense of the owner or lessee. Examples of unacceptable maintenance and repair include the following:

- (a) Cracked, ripped, or peeling paint present on more than ten (10) percent of the surface area of a sign;
- (b) Bent, broken, loose, or otherwise insufficiently attached supports, struts, or other appendages;
- (c) Partial illumination for more than fourteen (14) days;
- (d) Obstruction of sign face by weeds, vines, tree branches, or other vegetative matter; and

(e) Maintaining a position that is more than fifteen degrees (15°) from vertical for more than ten (10) successive days.

(2) **Inspection.** The building official and/or code compliance officers shall re-inspect all signs erected within the city as often as deemed necessary.

(3) **Design Requirements.** All permanent signs shall be designed and constructed in compliance with applicable building codes. All electric wiring shall be installed underground, within building walls, or otherwise located so as not to be visible.

**Section 6.15 Master Sign Plan.** The City Council, at the time of development order or site plan approval or amendment, grant one or more exceptions to the requirements of this chapter as part of a master sign plan provided community benefits such as architectural design, pedestrian amenities, preservation of environmentally sensitive lands, provisions of public parks and open space, or mixed uses which reduce impacts on city services are demonstrated.

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

(2) The planning and zoning department may require any development order application for a MUPD, Civic, planned development or conditional use application to include an overall Master Sign Plan. It shall not be a requirement to know all tenants at the time of submittal of the Master Sign Plan.

(3) The master sign plan shall indicate location, number, size, font, color, type of sign, window markings, landscaping, and illumination of proposed sign(s). The Master Sign Plan shall be guided by the purpose and intent section of this chapter. Application for a master sign plan shall include the following:

1. An overall plan identifying location of all proposed signs on the parcel, except window signs. The location of window signs may be included, but it is not mandatory.
2. The layout of all proposed signs including:
  - a. Elevations plans drawn to scale and depicting all permanent signs placed or to be placed on the building on the parcel.
  - b. A site plan, drawn to scale, indicating the location of all permanent freestanding signs erected or to be erected on the parcel, including setbacks; depicting the sign type, height, dimensions, color, style, material, and sign area; and the method of supporting the signs;
  - c. For signs providing for more than one (1) occupant, the amount of sign area allocated for each occupant shall be indicated.
  - d. The types of illumination and the luminance level to be used for each type of sign.
  - e. Method of attachment for all signs placed or to be placed on the building or the parcel.
3. A calculation of copy area for each individual sign.
4. The placement of signs on the building(s).

5. A deviation table on drawing identifying deviations from these LDRs.

(4) Once the Master Sign Plan has been approved for a parcel, the criteria shall apply to the entire parcel shown on the master sign plan, as well as to each individual owner or occupant, and shall remain as long as the building(s) exist, regardless of change of ownership, management, or occupancy. No permanent sign permit shall be issued contrary to the master sign plan, unless a new master sign plan has been submitted and approved by the Planning and Zoning department and/or city council as applicable. When renovations to existing buildings include changes to an existing master site plan, all signage must meet the requirements of the amended master plan within one (1) year after the issuance of the first certificate of occupancy for the renovations.

## **Section 6.20 REMOVAL OF SIGNS**

(1) **Removal of Abandoned Signs.** Any sign which no longer is used to advertise a licensed business or a product sold on premises shall be removed by the owner of the property, building, or structure upon which the sign is located within ten (10) days after written notification from the building official. Upon failure to comply with the notice within the time specified in the order, the building official is authorized to cause removal of the sign. Any expense associated with the sign removal shall be paid by the owner of the property, building, structure, or premises to which the sign is attached or on which the sign is located.

(2) **Removal of Unsafe Signs:** If the building official determines any sign regulated in this division is unsafe, insecure, a menace to the public health, or constructed, erected, or maintained in violation of this division, a written notice of such determination shall be provided to the property owner. The owner of the property has ten (10) days following receipt of the written notice to remove, repair, or otherwise alter the sign to comply with this division. If the sign is not removed, repaired, or otherwise altered to comply, the necessary removal or improvements shall be carried out by the building division at the expense of the owner of the property. The building division shall cause any sign that is an immediate peril to persons or property to be removed summarily and without notice.

(3) **Owner to be charged for cost of removal by city.** When the city has caused or paid for the removal of a sign, the actual cost of the removal shall be paid by the owner of property on which the sign is located. The cost of removal shall include accrued interest at the rate of ten percent (10%) per annum from the date of the completion of the work.

## **Section 6.21 OBSTRUCTIONS**

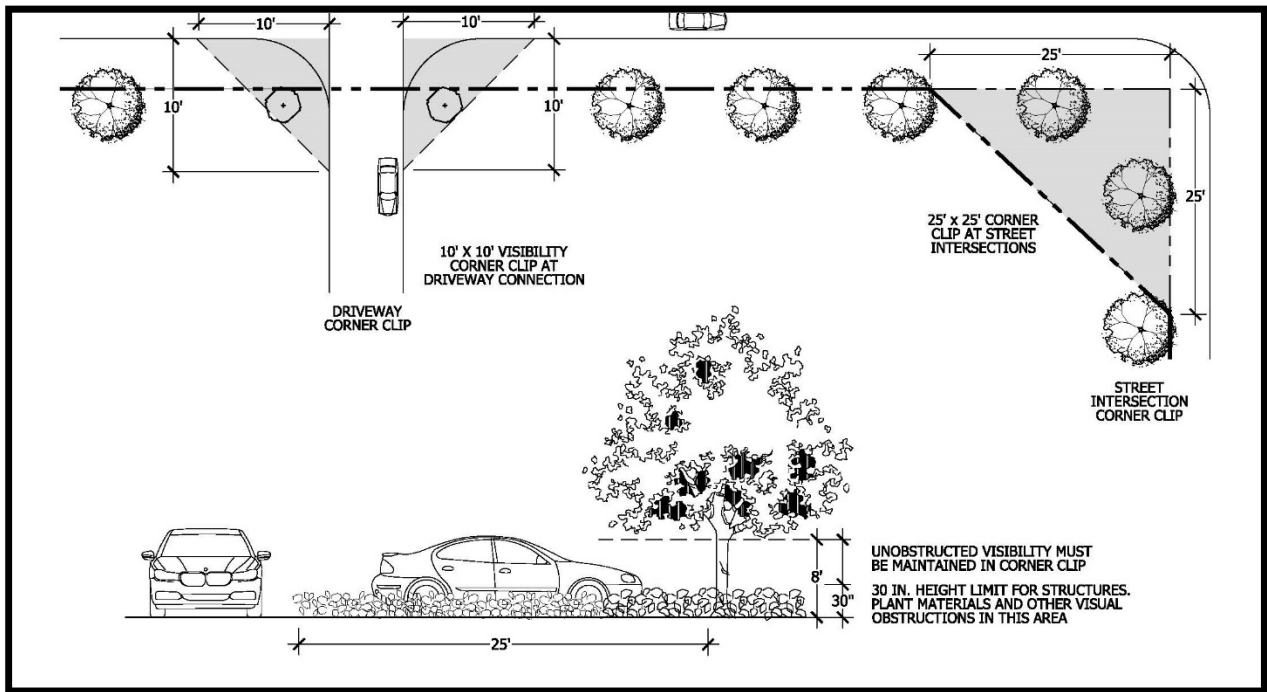
(1) **General.** Signs shall not be erected, installed, constructed, attached, or maintained so as to serve as an obstruction as noted below.

(2) **Ingress and Egress.** A sign shall not block any fire escape, or any window, door, or opening used as a means of ingress or egress.

(3) **Fire Escapes and Ventilation.** A sign shall not be attached to a fire escape or be placed in such manner as to interfere with any opening required by the building code for ventilation.

(4) **Visibility Triangles.** A sign shall not be placed in such a manner as to obscure sightlines within the visibility triangle at the intersection of two (2) roads or a road and a private driveway in accordance with the city's intersections regulations in **section----**). No sign located within a visibility triangle shall exceed thirty (30) inches in height as measured from the surface of the nearest vehicular traffic area.

**Figure 6-1: Visibility Triangles**



(5) **City Property:** Permanent signs shall not be allowed on city property or rights-of-way within the city unless specifically authorized by the city council. Temporary signs may be placed on City property or rights-of-way with permission from the Planning and Zoning Director or designee. Any signs not authorized on city property or rights-of-way shall be immediately removed by the city, and the costs of such removal shall be borne by the parties responsible for the installation.

(6) **Other Governmental Agencies.** Other governmental entities which have jurisdiction or control of public rights-of-way may install signs within such rights-of-way. Any signs that are not authorized on such rights-of-way shall be immediately removed by the city or governing agency, and the costs of such removal shall be borne by the parties responsible for the installation.

## ARTICLE IV PROHIBITED SIGNS AND PROHIBITED SIGN LOCATIONS

**Section 6.25 General.** The signs described below, unless otherwise provided in this section, are prohibited and shall not be installed or constructed within the city.

**Section 6.26 Off-Premises Signs.** Off-site or off-premises signs are prohibited unless placement of the sign is authorized by the owner of the property on which the sign will be placed and the City Council, and the sign is reasonably intended to inform as to the location or existence of a commercial business, commodity, service, product, or activity not otherwise visible from the road adjacent to the proposed sign. All permanent off-site signs within a development parcel are prohibited unless the signs are part of a master sign plan.

**Section 6.27 Traffic Regulation Signs.** Any sign which resembles, is similar to, or may be confused with any sign or device to control vehicular, bicycle, or pedestrian traffic is prohibited.

**Section 6.28 Obstruction of Vision.** Any sign installed or erected in a location, or at a street intersection, or in any street right-of-way so as to obstruct free and clear vision is prohibited.

**Section 6.29 Prohibited Sign Characteristics.** Only passive-type signage shall be permitted. Unless otherwise permitted in section 8, permitted signs, signs which incorporate animation or flashing lights, movement or motions caused by the wind, electrical, or mechanical means, flashing messages, or other real or apparent forms of motion are prohibited.

**Section 6.30 Prohibited Illumination.** Illumination of signs utilizing flashing, intermittent, rotating, revolving, oscillating techniques is prohibited.

**Section 6.31 Other Prohibited Signs.** In addition to the prohibited signs listed hereinabove, the following signs are also prohibited in the City:

- 1). Awning signs, unless otherwise provided herein;
- 2). Bunting, pennants, streamers, and other similar signs or devices normally but not always installed in a series, designed to move with the wind, and usually attached to buildings, trees, ropes, poles, and similar structures; provided, however, the use of pole-mounted banners may be permitted in accordance with section 14, pole-mounted banner criteria;
- 3). Painted wall signs;
- 4). Signs created by illumination or shadow casting;
- 5). Changeable copy signs, with the exception of the following, which may be displayed as set forth in this division:
- 6). Gasoline price signs located on pump islands or on monument signs;
- 7). Menu pricing signs;

- 8). Building directory signs; and
- 9). Ground signs for government uses, public/private schools, and colleges/universities located in public/institutional zoning districts;
- 10). Performing Arts and Movie Theater Marquee signs.
- 11). Portable signs not otherwise addressed by this chapter;
- 12). Balloons, balloon signs, or inflatable shapes or figures with or without copy;
- 13). Copies or imitations of official signs;
- 14). Beacons or searchlights;
- 15). Signs attached to an accessory structure;
- 16). Signs which emit sounds;
- 17). Exposed neon tubing, neon signs, and LED signs that emulate the general appearance of traditional neon signs, except as provided in **section 9**, illumination.
- 18). Signs which emit visible smoke, vapor particles, or odor;
- 19). Sandwich board, "A"-frame, and pole signs, except as otherwise provided herein
- 20). Signs which express obscene, pornographic, or illegal messages or material;
- 21). Snipe signs attached, posted, located on or to or posted on, any tree, light pole, utility pole, light, sidewalk, curb, fire hydrant, bridge, on public property, except for public utility, convenience, and warning signs;
- 22). Signs placed upon benches, bus or transit shelters, or waste receptacles, unless specifically approved by the city council;
- 23). Signs and sign structures which are not properly maintained or have been abandoned;
- 24). Parasite signs;
- 25). Roof signs with the exception of parapet signs on permanent ground floor canopies;
- 26). Box Signs
- 27). Any other sign, device, or equipment not specifically permitted by this division

**ARTICLE V PERMITTED SIGNS**

**Section 6.35 Murals.** Murals are permitted upon approval from City Council.

**Section 6.36 Permanent signs.** Permanent signs shall be permitted as indicated in Table 5-1.

**Table 6-1: Permitted Signs**

**Figure 6-2: City Entry Monument**

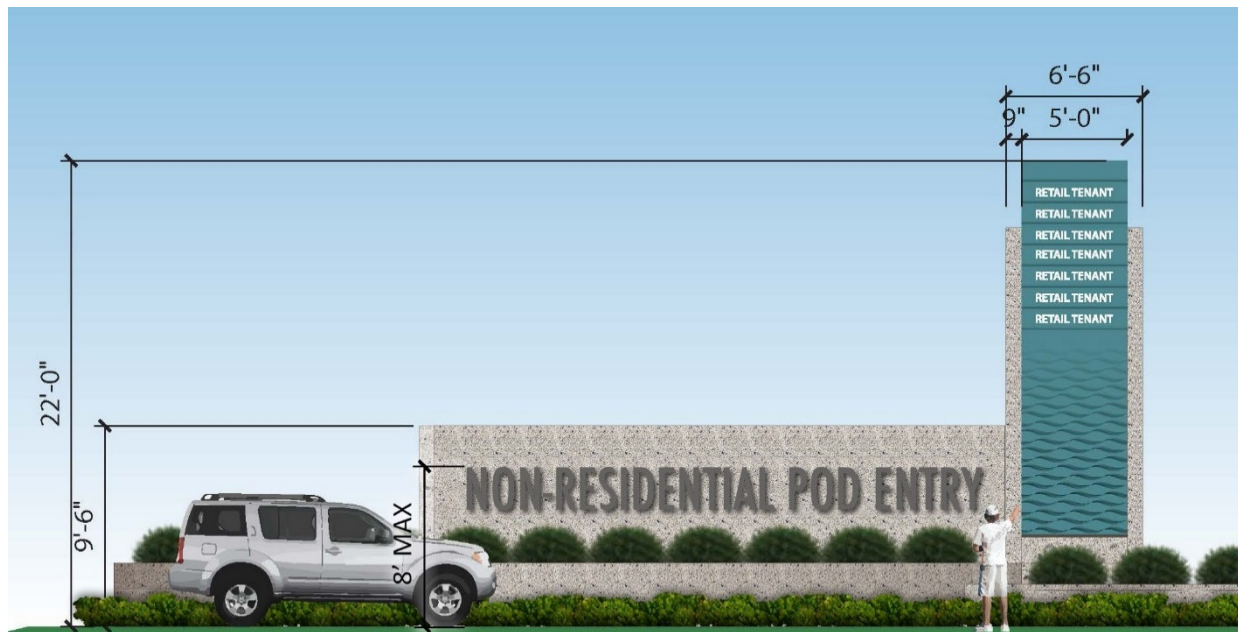


Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
City Entry Monument	60 sq. ft.	1	2 per access point	See Figure 6-2	Permitted only within 500 feet of the City boundaries at access points.

Table 6-1 Continued

Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Non-Residential Pod Entry Monument</b>	60 sq. ft.	1	2 per access-way	See Figure 6-3	<p>Two 60-sq. ft. copy areas permitted per sign:</p> <ol style="list-style-type: none"> <li>one for pod identification on horizontal structure, and</li> <li>one for tenant names on the vertical totem. Graphics and logos are prohibited on the vertical totem.</li> </ol>

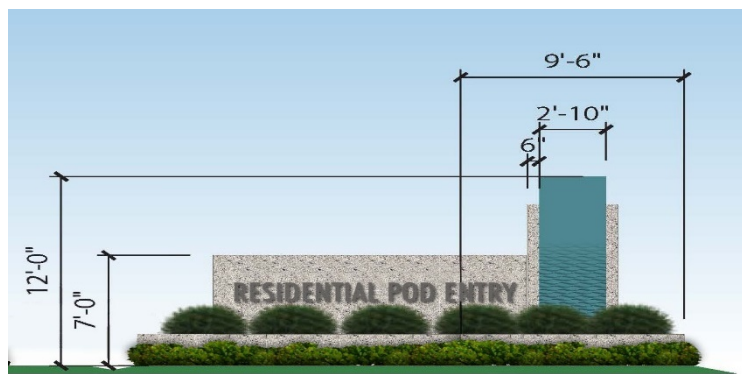
Figure 6-3: Non-Residential Pod Entry Monument





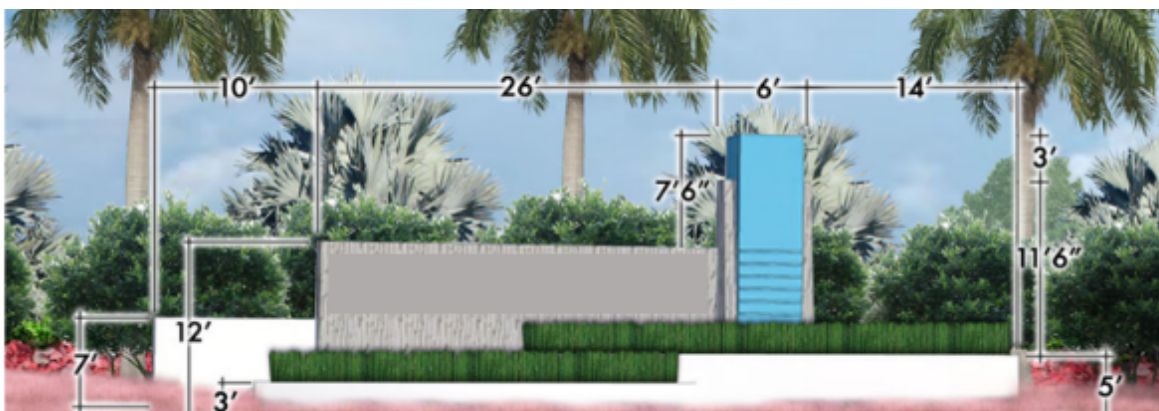
Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
Residential Pod Entry Monument	60 sq. ft.	1	2 per access-way	See Figure 6-4	For pod name only.  Logos and graphics may not be larger than 30% of copy area occupied by text.

Figure 6-4: Residential Pod Entry Monument



Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Alternate Residential Pod Entry Monument</b>	60 sq. ft.	1	1 per Pod	See Figure 6-4	By master sign plan application only. Permitted only in lieu of 2 Pod Entry Monuments Minimum 80 ft. setback from nearest property line. May include Pod Name only.

**Figure 6-4: Alternate Residential Pod Entry Monument Measurements**



**Figure 6-5: Alternate Residential Pod Entry Monument View**



Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
Directional Sign in Public ROW	24 sq. ft.	2	As approved by SID	See Figure 6-6	Text shall be uniform color. Graphics and Logos are limited to x% of the copy area.

**Figure 6-6: Directions Sign in Public ROW**



Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Ground Sign for Commercial Buildings within Pod<sup>2</sup></b>	60 square feet	2	1 per access entry for lots with a minimum of 200 lineal feet of ROW for each frontage.  Plus 1 for each additional 500 lineal feet of ROW.	Height: 8 feet Width: 15 ft. (Dimensions include base)  Min. sign width must equal 50% of sign height.  Maximum area 120 sq. ft. including decorative elements	Requires solid base with a height equal to at least 30% of overall sign height <u>or 2 ft. whichever is greater.</u> Sign copy is prohibited on the base except for information as regulated by Temporary Signs Section. [See Sec. 12.B(9)c.]  Sign copy not to exceed building identification and/or six (6) tenants (not including leasing information) per sign face.  Min. 4-inch letter height, including lowercase letters.

Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Additional Requirements
<b><u>Directional Sign on Private Property</u></b>	16 sq. ft.	2	Two (2) per access entry	Min. 4-inch letter height, including lowercase letters.  Min. 10 feet setback from ROW.  Graphics and Logos permitted.

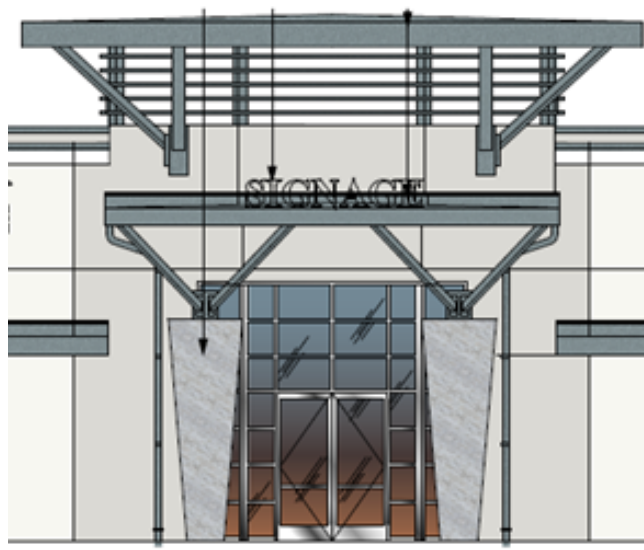
					<p>Min. 10 feet setback from ROW of a collector or arterial road.</p> <p>Min. distance of 60 feet required between ground signs.</p> <p>Address numbers must be a min. of 6 inches in height and at least 4 feet above grade or located above copy area.</p>
<b>Tenant-Specific Directional Sign</b>	4 sq. ft.	2	Per approval As needed	Max. height: 4 ft.	<p>Exempt from sign-base requirements.</p> <p>No advertising copy.</p> <p>Logos may not exceed 50% of copy area and are permitted by master sign plan only.</p>

<b>Sign Type</b>	<b>Max. Size of Copy Area</b>	<b>Max. Sign Faces</b>	<b>Max. Number of Signs</b>	<b>Max. Sign Structure Dimensions<sup>1</sup></b>	<b>Additional Requirements</b>
<b>Gas Station Price Signs</b>	20 square feet	2	1	<p>Maximum height: 8 ft.</p> <p>Maximum area: 80 sq. ft. including decorative elements</p>	<p>May be integrated into another ground sign.</p> <p>May include changeable copy.</p> <p>Electronic changeable copy for fuel pricing information permitted up to 50% of the sign copy area.</p>
<b>Menu Board for Drive-Through Facilities</b>	20 square feet	2	2 per establishment	<p>Height: 5 feet</p> <p>Width: None</p>	<p>For menu/price information only.</p> <p>Internal illumination only.</p>

					<p>May include manual or electronic changeable copy.</p> <p>May have remote or electronic communication service.</p> <p>Exempt from landscaping and irrigation requirements.</p>
<p><b>Canopy Directional signs for drive-through facilities</b></p>	<p>3 square feet</p>	<p>1</p>	<p>1 sign per drive-through lane plus 1 "clearance height sign"</p>		<p>Must be located on drive-through canopy.</p> <p>Max. letter height: 8 inches.</p> <p>Uniform type, style, color, material, and shape, etc.</p> <p>Must be compatible with building style.</p>

Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Ground Floor Permanent Canopy Sign</b>	Max. 80% of width of façade of canopy.  Max. letter height: 24 in.  Max. 24 square feet	1	1	24 sq. ft.	By master sign plan application only.  May project above canopy roof line.

Figure 6-7: Canopy Sign

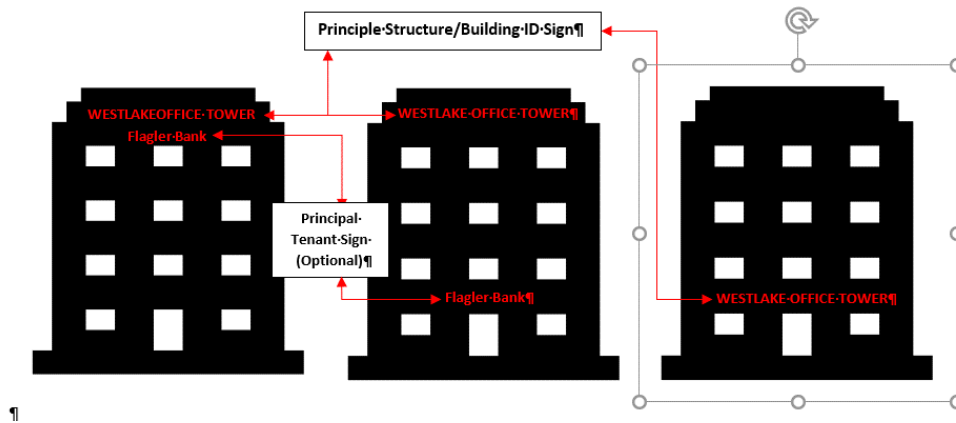


Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Enter and Exit Signs</b>	4 square feet	2	1 per approved entry or exit.	Height: 3 feet	<p>Max. 3 feet above crown of paving or road.</p> <p>Signs located within a visibility triangle shall not exceed 30 inches in height measured from the surface of the nearest vehicular traffic area.</p> <p>Min. 2 feet from property line.</p> <p>Copy limited to EXIT, ENTRANCE, EXIT ONLY, etc.</p> <p>Internal illumination only.</p> <p>Shall be located in landscaped area [including grass or mulch].</p>
<b>Projecting ID Signs</b>	6 square feet	2	1	N/A	<p>May be suspended from soffit or eave.</p> <p>Must be perpendicular to the building facade.</p> <p>Shall not project more than 36 inches from building façade or into a vehicular use area.</p> <p>Min. clearance of 8 feet from bottom of sign to top of walkway.</p> <p>Located at main or secondary entrance.</p> <p>May be externally illuminated.</p> <p>Permitted in addition to wall sign.</p>



Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<p><b>Wall Sign for Principal Structure or Building Identification or Principal Tenant</b></p>	<p>90 square feet</p>	<p>1</p>	<p>One set of 2 signs [Principal Structure <i>or</i> Building name <i>and</i> Principal Tenant name] on façade(s) fronting ROW</p>	<p>N/A</p>	<p>Sign(s) must be located at top of building, and/or below second floor line.</p> <p>Sign letters shall not exceed 36 inches in height including lowercase letters.</p> <p>Sign for building <u>and</u> tenant identification purposes.</p> <p>Each building is allowed a principal tenant wall sign.</p> <p>Maximum 1 name or message per sign.</p> <p>Sign(s) shall not exceed 80 percent of the width of the building, with a minimum of 10 percent clear area on each outer edge of the building.</p>
<p><b>Wall Signs for Multi-Tenant Office Buildings with Common Entrance</b></p>	<p>–</p>	<p>–</p>	<p>–</p>	<p>–</p>	<p>Signage limited to Principal Structure <i>or</i> Building Identification and/or Principal Tenant only.</p> <p><b><i>Individual tenant signs prohibited.</i></b></p>

Figure 6-8: Building Identification or Principal Tenant Sign



Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Wall Sign for Ground Floor Uses with Separate Entrances at Ground Level</b>	Max. 80% of width of façade of the tenant space or bay.  Max. 70 square feet.	1	1 per tenant space or bay.  Except a tenant space or bay with double frontage shall be permitted 1 additional wall sign.	None	Sign must face ROW or be over the primary entrance.  Maximum letter height 24 inches.  Maximum 2 lines of copy.  Signs shall not be located above second floor line or above building parapet.
<b>Window Signs</b>	Maximum 20% of each glass window or glass door area.	1	None	None	Signs allowed in ground floor windows/doors only.  All sign materials must be permanent: paper, cardboard, cling film, etc., are prohibited except as provided in section 12, temporary signs.  Any interior sign either hung within two feet of a window/door or attached to a display or other structure within two feet of a

					<p>window/door shall be considered a window sign.</p> <p>Nonresidential multi-tenant uses shall submit a master sign plan application that includes all window signs and non-advertising window markings.</p>
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Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Menu Sign (Wall-Mounted)</b>	4 square feet	1	1 per restaurant	None	<p>Must be attached to wall.</p> <p>Must be framed or matted.</p> <p>Not included in area for window signs.</p> <p>Enclosed in frame or casing compatible with building design and color.</p> <p>Casing shall not project more than 2 inches from wall.</p>
<b>Building Directory Sign</b>	18 square feet	1	1 per building	Height: 6 feet Width: None	<p>2 or more buildings on same parcel or development.</p> <p>Located within a 25-foot radius of main entry to building.</p> <p>May be a changeable copy sign.</p> <p>Vehicle pull-off may be required.</p>
<b>Time and Temperature Sign</b>	Not more than 25% of total sign area	1	Permitted only as part of a wall or flat sign.	None	<p>Only time and temperature may be displayed.</p> <p>Size to be included within overall size of principal sign.</p>

<b>Changeable Copy/Digital Display Ground Sign<sup>2</sup></b>	60 square feet	2	1	Height: 10 feet Width: 15 feet (Dimensions include base) Min. sign width must equal 50% of sign height.	Only allowed for government uses, public/private schools, and colleges/universities in public/institutional zoning districts, and places of worship in permitted districts. Requires solid base not less than three feet high w/out sign copy. Min. 15 feet setback from ROW. Min. 50 feet setback from non-ROW property lines.

Sign Type	Max. Size of Copy Area	Max. Sign Faces	Max. Number of Signs	Max. Sign Structure Dimensions <sup>1</sup>	Additional Requirements
<b>Pole-mounted Banner</b>	30 square feet	2	1 per light pole and/or pedestrian pole.	3 feet width by 10 feet length	Meet all requirements in section 14.
<b>Wrap Signs</b>	Same as sign type to be wrapped	Same as sign type to be wrapped	Same as sign type to be wrapped	Same as sign type to be wrapped	Advertising text and commercial logos are prohibited. Wrapping prohibited on ATMs, Gas Pumps, and Poles.

<sup>1</sup>Height measured from average grade of ground in which sign is placed unless otherwise noted.

**Abbreviations**

**SPW** = Seminole Pratt Whitney Road

**ROW** = Public road right-of-way

**Section 6.38 ILLUMINATION**

**Section 6.38 General.** Permanent ground signs shall be illuminated and wall signs may be illuminated utilizing the following: backlighting, internal lighting, or permanently fixed and encased lighting from below, and external to, the sign surface. Lighting shall be properly shielded to prevent glare upon adjacent public rights-of-way or adjacent property. The department may require photometric or other studies to ensure sign lighting will not adversely affect the public health, safety, and welfare.

**Section 6.39 Illumination of temporary signs.** Illuminated temporary signs located within five hundred (500) feet of a residential zone, and which are visible from such residential zone, shall be turned off not later than 11:00 PM each night.

**Section 6.40 Neon Signs.** Neon signs with exposed tubes are permitted within a building, provided such signage is not visible from a public right-of-way, except as otherwise provided herein.

**Section 6.41 Permitted Neon Signs.** An exposed neon sign or LED design which emulates the appearance of a neon sign may be displayed and be visible from a public right-of-way so long as the total sign area is three (3) square feet or less.

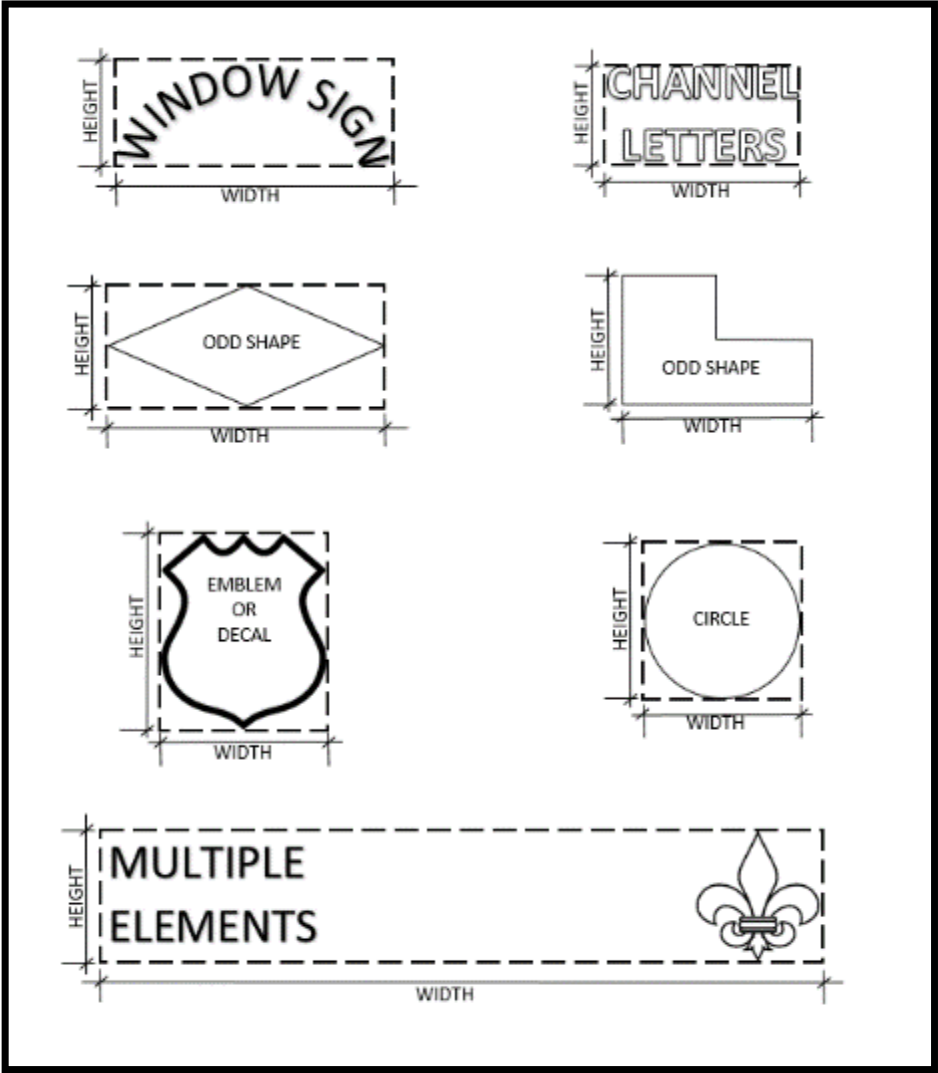
**Section 6.42 Flags.** Not more than two (2) flags and two (2) flag poles shall be located on any single non-residential property. Flag poles shall not exceed twenty-five (25) feet in height. One (1) flag per pole is permitted. The area of a flag shall conform to the requirements listed below. The setback for a flag pole shall be equal to the height of the flag pole as installed. The number, size, and height of flags and flag poles may be increased with city council approval. This section does not apply to residential properties.

Height of Flag Pole	Maximum Flag Area	Maximum Dimensions	Minimum Setback
Less than 20 feet	24 square feet	4 feet by 6 feet	Equal to 15 'or the height of the pole, whichever is less
20 to 25 feet	40 square feet	5 feet by 8 feet	Equal to height of pole

**Section 6.43 Calculation of Sign Copy Area; Sign Measurements.**

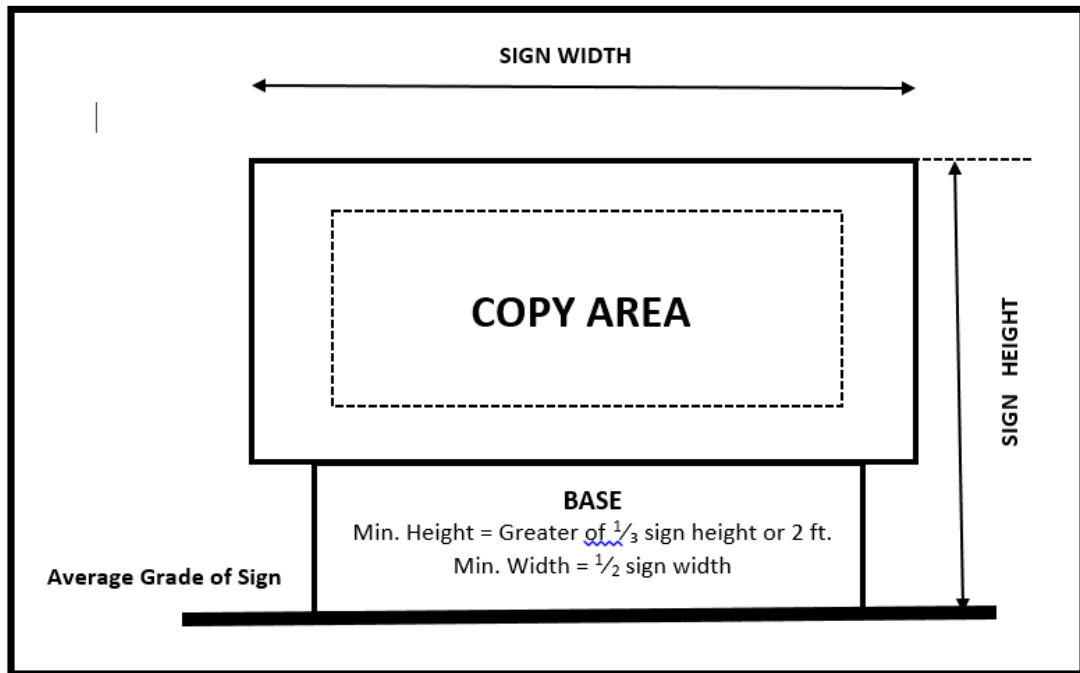
**(1) Copy Area.** Copy area shall be calculated as illustrated in Figure 6-9. The copy area of a sign face shall be calculated by means of the smallest rectangle that will encompass all letters, numbers, characters, logos, emblems, information, or other display. The sign copy area shall include any materials or colors utilized to differentiate the sign from the backdrop or structure on which it is placed. Sign copy area shall not include any supporting framework or bracing.

Figure 6-9: Copy Area Measurements



- (2) **Ground Sign Measurement.** Ground signs shall be measured as illustrated in Figure 6-10.

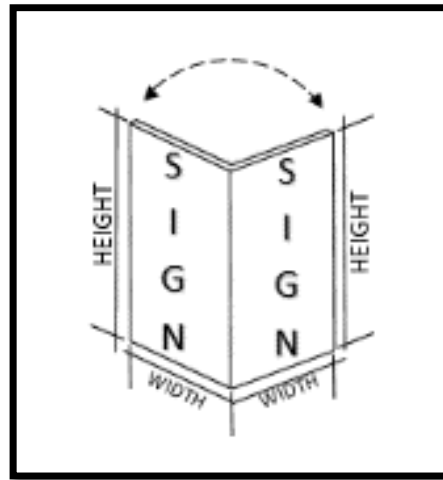
**Figure 6-10: Ground Sign Measurements**



- (3) **Multi-faced signs.** The number of sign faces shall be calculated as indicated below and in Figure 6-11.

- (a) A double-faced sign with sign faces that are parallel or the interior angle of the two (2) faces is fifteen degrees (15°) or fewer shall be considered as only one (1) sign face.
- (b) The area of a double-faced sign with sign faces having an interior angle of more than fifteen degrees (15°) shall be considered as (2) sign faces.
- (c) The sign copy area of multi-faced signs is calculated based on the principle that all sign elements that can be seen at one (1) time or from one (1) vantage point should be considered in measuring that particular sign face.

**Figure 6-10: Height and Width Measurements for Multi-Faced Signs**



**Section 6.50 EXEMPT SIGNS.** The signs listed below are permitted signs and are exempt from the requirements of this chapter.

- (1) **Mailboxes.** Roadside mailboxes.
- (2) **Residential identification signs.** Residential building identification, displaying the name or property occupant or street address, provided such sign is less than four (4) square feet.
- (3) **Warning signs.** Signs prohibiting peddlers or solicitors, indicating security such as burglar alarms, "no trespassing" or "beware of animal" signs. Signs of this nature shall be located at the entrance of the building or residence, or adjacent to fenced areas.
- (5) **Traffic control/traffic information.** Traffic control, directional, and public information/warning signs placed in public rights-of-way by federal, state, county, city, and other public agencies or at the direction of or as required by same.
- (6) **Interior signs.** Signs located within a building and not visible from a public right-of-way.
- (7) **Courtyard signs.** Signs located on the exterior elevation of an interior courtyard, provided such signs are not visible from a public right-of-way or abutting Residential zoning district.
- (8) **Vehicle advertising.** Motor vehicles with business names, business addresses, telephone numbers, contractor certification numbers, logos, and similar information painted, embossed, or wrapped on vehicle surfaces, when otherwise permitted or required by law. Parking of such vehicles shall be limited as provided below.



- (9). Motor vehicles, including, but not limited to, trucks, vans, and automobiles, and any trailer towed by such vehicles, with business signage shall not be parked in any location for the primary purpose of advertising a business or service.
- (10). The owners of commercial or industrial properties, or their legal tenants, whose vehicles are registered, licensed, and fully operational for company use are exempt from the above subsection a. for the purpose of parking such vehicles on site in the normal course of business.

**Section 6.52 PERMITTED TEMPORARY SIGNS**

(1) **Permitted Temporary Signs.** Temporary signs allowed within the City are listed in Table 6-2.

**Table 6-2 Permitted Temporary Signs**

Type of Sign	Maximum Size (Square Feet)	Earliest Installation Date	Final Removal Date	Notes and Remarks
Free Speech Sign *	Residential–6 square feet Nonresidential–As permitted by sign regulations	None	None	Residential–1 sign per Residential parcel. Nonresidential–1 sign per Nonresidential parcel. Sign may be installed in lieu of any permitted Nonresidential sign. Signs may not be placed on public property. Signs may not be placed in public rights-of-way. Signs may not obstruct vision at corners, intersections, etc.

Type of Sign	Maximum Size (Square Feet)	Earliest Installation Date	Final Removal Date	Notes and Remarks
Political *	Residential: 6 square feet Nonresidential: 32 square feet	Residential–Not more than 30 days prior to the election to which it relates. Nonresidential–Not more than 30 days prior to the election to which it relates.	Residential–7 days after the election Nonresidential–7 days after the election	Residential–1 sign per candidate or issue per Residential parcel. Nonresidential–1 sign per candidate or issue. Nonresidential–1 sign per 200 linear feet of street frontage. A minimum of 1 sign per property allowed.

				<p>Signs may not be placed on public property.</p> <p>Signs may not be placed in public rights-of-way.</p> <p>Signs may not obstruct vision at corners, intersections, etc.</p> <p>Applicable to federal, state, county, and local elections.</p>
Sale: Residential Open House*	6	Day open house begins	Day open house closes	
Sale: Nonresidential Open House	16	Day open house begins	Day open house closes	
Nonresidential Sale, Rental or Lease of Building or Portion of Building	16	Upon issuance of Certificate of Occupancy	Until one hundred percent (100%) of the building is sold, rented, or leased	<p><i>Sign post.</i> Post shall be a four (4) by four (4) treated-wood post or other functional material. The minimum number of posts shall be two (2). The posts shall be directly buried into the ground at a minimum of two (2) feet. Use of concrete is prohibited.</p> <p><i>Backing.</i> Sign shall be installed on one-half-inch plywood. Plywood shall be attached with weather-resistant screws.</p> <p><i>Color.</i> The entire sign must be painted or wrapped.</p>
<b>Type of Sign</b>	<b>Maximum Size (Square Feet)</b>	<b>Earliest Installation Date</b>	<b>Final Removal Date</b>	<b>Notes and Remarks</b>
Development Sign	64	When complete development order application filed with city	On receipt of last certificate of occupancy	
Project Suppliers/Tra des	32	On receipt of building permit	On receipt of final certificate of occupancy	No more than 2 signs shall be permitted at one time.

Signage on Construction Barrier Fence	10% of total barrier area	On receipt of construction fence permit	On receipt of final certificate of occupancy	Limited to signage identifying the nature of the development, contractor's information, leasing information, corporate logos and renditions of development
Murals and Other Decorative Elements on Construction Barrier Fence		On receipt of construction fence permit	On receipt of Final Certificate of Occupancy	
Grand Opening/Project Opening/New Businesses	32	7 days before event	10 days after opening or event	May be permitted as a banner.
Outparcel/Phase Opening	32	7 days before opening	10 days after opening	
Special Event Signage	32	7 days prior to event	1 day after event	One on-site sign may be permitted for each side of the property that fronts a public right-of-way, up to 4 signs. Minimum 1 per property allowed. May be permitted as a banner.
Special Sale for Profit	16	7 days prior to event	1 day after event	Maximum 4 per calendar year per project.

Type of Sign	Maximum Size (Square Feet)	Earliest Installation Date	Final Removal Date	Notes and Remarks
Right-of-way Banner	24	30 days prior to event	2 days after event	For regional, national, city, or city co-sponsored special event. Must have authorization from applicable agency.

Name-Change Ground Sign Covering	60 square feet of copy	Issuance of permit	60 days from issuance of permanent sign permit application **	Only canvas coverings of ground signs allowed. Office and retail uses only. May be submitted when sign permit for new permanent sign is submitted.
School/Day Care/Nursery	32	30 days before registration	14 days after registration	Max. 3 per calendar year. May be permitted as a banner.
Garage Sale *	12	1 day before sale	Close of the day of sale	1 on-site sign
Special Event Directional Signage	8	1 day before event	1 day after event	May be located off-site and in right of way. May be located on private property w/ owner's written permission
Construction Entrance	16	Issuance of land clearing, land alteration, or building permit.	On receipt of final certificate of occupancy	
<b>Menu Sign (Free-Standing)</b>	15 square feet	At opening	At closing	1 per restaurant. Additional signs permitted if outdoor seating areas are either separated by 6 feet high wall or not visible to each other. Constructed of durable materials. May be pole-mounted, "A"-frame, or sandwich board. May include name, hours, credit card, menu, and price information. Must be stored inside restaurant when closed.
<b>Type of Sign</b>	<b>Maximum Size (Square Feet)</b>	<b>Earliest Installation Date</b>	<b>Final Removal Date</b>	<b>Notes and Remarks</b>
Valet Parking Signs	6 square feet Height: 4 feet	2 hours prior to business opening each day.	2 hours after business closing each day.	1 sign per establishment.

	Width: None			<p>May be 2-sided.</p> <p>May not be visible from a public right-of-way.</p> <p>Notwithstanding subsection (b)(4) above, such signs may be affixed to a valet kiosk.</p> <p>Valet sign permits shall not be transferrable.</p> <p>Valet parking signs that are temporary sandwich boards shall be exempt from fee and permit requirements.</p>
Human Signs (or Living Signs)	3 square feet	Date indicated on the permit	Maximum 2 days	Maximum of 6 times per calendar year

\*Exempt from fees and permit registration provided the sign complies with the requirements set forth in Table 5-2 and the Florida Building Code, as applicable.

\*\*A written request for a 30-day extension may be granted administratively provided the permanent sign is not completed but is in the process of completion.

**(2) Permit.** A City temporary sign permit is required for all temporary signs except those exempt as shown in **Table 5-2**. Application fees and requirements are found in **Article 1, Table 2-1**.

- A) **Illumination and/or Animation.** Temporary signs shall not be illuminated nor shall they incorporate any of the characteristics set forth in section **7.E**
- B) **Setbacks.** Temporary signs shall be setback at least two (2) feet from the right-of-way line and side property lines, and must comply with **section 7**, prohibited signs and prohibited sign locations.
- C) **Maximum Height.** A temporary sign shall not be higher than five (5) feet above the average grade at the property line nearest the sign, except for "human signs", which shall not exceed eight (8) feet in height above the grade upon which any such sign is located.
- D) **Permitted Sign Types.** Only pole, sandwich-board or A-frame type signage, or human signs shall be used for temporary signs.
- E) **Human Signs (living signs).** Upon the issuance of a permit, a living or human sign may be allowed on the premises of the property that is being advertised or within eight (8) feet of the right-of-way immediately adjacent to the property that is being advertised for a maximum of six (6) times per

calendar year for no more than two (2) consecutive days. The sign area shall not exceed three (3) square feet in size, and the living or human sign shall not be permitted off site, within the right-of-way, or closer than eight (8) feet from the right-of-way immediately adjacent to the property being advertised. Any failure to comply with these regulations will result in the administrative suspension or revocation of the sign permit and/or enforcement proceedings pursuant to Chapter 162, Florida Statutes. Notwithstanding the foregoing, the city may also pursue any remedy available under the law.

- F) **Maximum Sign Faces.** A maximum of two (2) faces will be allowed for each temporary sign. Maximum size as set forth in Table 5-2 applies to each sign face individually.
- G) **Maintenance.** All signs shall be kept in good condition, present a neat appearance, and be maintained free of debris, stains, mold, discoloration, or deterioration.
- H) **Hazard.** A sign shall not directly or indirectly create a traffic or fire hazard or interfere with the free and unobstructed use of streets or sidewalks.
- I) **Number.** Each side of a property facing a right-of-way is allowed one (1) temporary sign as permitted in Table 5-2. Notwithstanding the foregoing Table 5-2, only one (1) human sign (or living sign) shall be permitted per property.

**Prohibited materials.** Paper, cardboard, or other such material subject to rapid deterioration shall not be used for any sign that is to be displayed for more than thirty (30) consecutive days.

- J) **Non-residential sale sign.** For a temporary sign displaying information concerning nonresidential sale of portion of building, rental, or lease permit:
  1. If approved, a permit will be issued for a period of no longer than one (1) year, or until one hundred (100) percent of the building is sold, rented, or leased.
  2. A renewal permit may be submitted annually if the applicant is in compliance with the City's standards.
  3. Standards. Signage must be in compliance with all temporary signage standards and meet the criteria below.
    - i. *Size.* Maximum square footage of the sign is sixteen (16) square feet for parcels 1 acre or less. Parcels greater than 1 acre, the maximum square footage of the sign 32 square feet.
    - ii. *Sign post.* Post shall be a four (4) by four (4) treated-wood post or other acceptable material. The minimum number of posts shall be two (2). The posts shall be directly buried into the ground at a minimum of two (2) feet. Use of concrete is prohibited.
    - iii. *Backing.* Sign shall be installed on a one-half-inch plywood. Plywood shall be attached with weather-resistant screws.
    - iv. *Color.* The entire sign must be painted or wrapped.

v. *Number.* One shall be permitted for each road frontage and every 600 lineal feet.

- (3) *Additional Leasing Sign.* An additional leasing sign not exceeding twelve (12) square feet may be incorporated into the project's monument sign within the two-foot required base, if provided. Letter size shall be no less than six (6) inches for ground signs and must be compatible with the general design of the monument sign. A sign permit must be submitted and approved by the city. A leasing sign on a monument sign does not require annual renewal and may remain even if one hundred (100) percent of the property is leased.
- (4) *Removal.*
- A) **Hurricane Watch.** Any temporary sign installed within the city shall be removed by the owner or city if a hurricane watch is posted. The city shall not be responsible for the replacement of such signage after a hurricane watch is discontinued.
- B) **Violations.** The city shall have the right to remove any temporary signage in violation of this article. Any failure to comply with these regulations will result in the administrative suspension or revocation of the sign permit and/or enforcement proceedings pursuant to Chapter 162, Florida Statutes. Notwithstanding the foregoing, the city may also pursue any remedy available under the law.

#### SECTION 6.60 NONCOMMERCIAL MESSAGES

(1) **Noncommercial Messages.** Notwithstanding anything in this article to the contrary, any sign erected pursuant to the provisions of this article may, at the option of the applicant, contain either a noncommercial message unrelated to the business located on the premises where the sign is erected or a commercial message related to the business and located on the business premises pursuant to the following regulations:

- (a) **Message size.** The noncommercial message may occupy the entire sign face or portion thereof.
- (b) **Change in Messages.** The sign face may be changed from commercial to noncommercial messages as frequently as desired by the owner of the sign, provided that the following is true:
- (i) The size and design criteria conform to the applicable portions of this article;
- (ii) The sign is allowed by this article;
- (iii) The sign conforms to the requirements of the applicable zoning designation; and
- (iv) The appropriate permits are obtained.
- (c) **Location.** For the purpose of this sign code, noncommercial messages shall never be deemed off-premises signs.

## SECTION 6.61 POLE-MOUNTED BANNER CRITERIA

- (1) **When permitted.** Pole-mounted banners shall only be permitted in civic, commercial, or mixed-use zoned areas for the limited purpose of brand identification or as a holiday decoration, provided the following conditions are met:
- (2) **Master Sign Plan Required.** A master sign plan approved by city council is required for all pole-mounted banner programs, except those installed on city property by the city. Any additional pole-mounted banners, graphics, locations, or increase of sign square footage other than what has been previously approved by city council requires a new miscellaneous plan review approval. As part of the application process, the applicant must complete a detailed sign program to include:
- (a) A copy of a current site plan showing all the proposed locations where the pole-mounted banners are to be placed;
  - (b) The light pole detail upon which the pole-mounted banner is to be located;
  - (c) The pole-mounted banner's copy shall be limited to the name of the development, the development's logo, and the development's branding, which does not include any individual business name, tenant, or individual business' logo.
  - (d) All graphic designs, variations, and/or seasonal sets of the banners must be provided for city council review and approval in accordance with the criteria set forth herein. City council may prescribe specific time periods during which a particular seasonal set of banners may be displayed if approval of more than one (1) set of banners is sought by the applicant.
- (3) **Requirements.** The program must satisfy the following requirements:
- 1). Pole-mounted banners must be located on an existing light pole;
  - 2). One (1) pole-mounted banner per light pole may be permitted;
  - 3). Pole-mounted banners on light poles shall be two-sided with the identical design on each side;
  - 4). Trees, palms, or shrubs shall not be pruned beyond the limits of the city codes or accepted maintenance standards in order to facilitate the placement of any banners;
  - 5). Banners shall not interfere or block any existing or future traffic or pedestrian controls or signage;
  - 6). Within twenty-four (24) hours of announcement of a tropical storm or hurricane watch by the National Hurricane Center, which places the city within the "3-day cone of probability" all pole-mounted banners shall be removed;
  - 7). The city may require the removal of any pole-mounted banner should the city find that the pole-mounted banner is in a state of disrepair or is not being maintained appropriately with respect to



accepted maintenance standards (e.g., not faded, free from rips and tears, properly attached, un-tattered, and generally in a state of good repair). The applicant shall either remove or replace the banner within ten (10) calendar days of being noticed;

- 8). All poles holding or supporting pole-mounted banners shall require a building permit in order to verify the safety and wind loads of the banners;
- 9). Pole-mounted banners shall only be interior to a particular site or development and shall not be placed in an area immediately adjacent to a public right-of-way;
- 10). Light poles with pole-mounted banners shall be a minimum of fifteen (15) feet from the property line, and no portion of the pole-mounted banner shall extend into or be visible from a public right-of-way immediately adjacent to the property or development upon which such pole-mounted banners are located;
- 11). The minimum clearance of banners above the finished grade shall be eight (8) feet;
- 12). Non-rectangular pole-mounted banners shall conform only to the maximum banner area criteria providing that a minimum clearance of eight (8) feet above the finished grade is maintained;
- 13). Height limitation. A banner's highest point shall not exceed the highest point of the pole upon which it is mounted;
- 14). Banner size:

Height of Light Pole	Maximum Banner Area	Maximum Dimensions
20 to 25 feet	21 square feet	3 feet width by 7 feet length
Less than 20 feet	4.5 square feet	1.5 feet width by 3 feet length

**SECTION 7. Codification:** It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Westlake, Florida, and the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions, and the word “ordinance” shall be changed to “section” or other appropriate word.

**SECTION 8. Effective Date:** This ordinance shall be effective upon adoption on second reading.

**PASSED** this 17<sup>th</sup> day June, 2019, on first reading.

**PASSED AND ADOPTED** this 8<sup>th</sup> day July, 2019, on second reading.

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City of Westlake  
Roger Manning, Mayor

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Sandra Demarco, City Clerk

Approved as to form and Sufficiency

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Pam E. Booker, City Attorney

## **Eighth Order of Business**

First Reading May 13, 2019  
Second Reading June 17, 2019

**ORDINANCE 2019-5**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, APPROVING THE REZONING FROM, TRADITIONAL TOWN DEVELOPMENT AGRICULTURAL RESIDENTIAL (TTD/AR) TO MULTIPLE USE PLANNED DEVELOPMENT/ECONOMIC DEVELOPMENT CENTER (MUPD/EDC) FOR APPROXIMATELY 1.89 ACRES OF LAND OR THE PROPERTY GENERALLY LOCATED EAST OF SEMINOLE PRATT WHITNEY ROAD, ACROSS FROM SEMINOLE RIDGE HIGH SCHOOL, MORE PARTICULARLY DESCRIBED AT 4670 SEMINOLE PRATT WHITNEY ROAD, IN THE CITY OF WESTLAKE, FLORIDA; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, the applicant VRE Westlake, LLC, Managing Member, Jason Keen, submitted an application requested approval to rezone approximately 1.89 acres of land, generally located east of Seminole Pratt Whitney Road, across from Seminole Ridge High School, more particularly described as 4670 Seminole Pratt Whitney Road, in Westlake, Florida, in the attached Exhibit "A"; and

**WHEREAS**, the applicant VRE Westlake, LLC, has requested a rezoning of the property from Traditional Town Development Agriculture Residential (TTD/AR) to Multiple Use Planned Development/Economic Development Center (MUPD/EDC); and

**WHEREAS**, pursuant to Florida Statute 163.3174(4)(c), the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the Comprehensive Plan; and

**WHEREAS**, the City Council for the City of Westlake held a quasi-judicial hearing to receive testimony and evidence related to the rezoning application, and after review and deliberation has determined that the application is consistent with the Comprehensive Plan; and

**WHEREAS**, the City Council for the City of Westlake adopts the findings in the Planning and Zoning Staff Report and finds the ordinance is consistent with the Comprehensive Plan and is in the best interest of the City of Westlake.

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

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

**SECTION 2. Approval:** The rezoning of 1.89 acres of property legally as described in the attached Exhibit "A", 4760 Seminole Pratt Whitney Road and generally located east of Seminole Pratt Whitney Road, across the street from Seminole Ridge High School, in Westlake, Florida, from Traditional Town Development Agriculture Residential (TTD/AR) to Multiple Use Planned Development/Economic Development Center (MUPD/EDC).

**SECTION 3. Implementation:** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Ordinance.

**SECTION 4. Effective Date:** This ordinance shall be effective upon adoption.

**PASSED** this 13<sup>th</sup> day of May, 2019, on first reading.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of June, 2019, on second reading.

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City of Westlake  
Roger Manning, Mayor

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\_ Sandra Demarco, City Clerk

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

## **Ninth Order of Business**

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND  
BETWEEN THE PALM BEACH COUNTY SHERIFF’S OFFICE  
AND THE CITY OF WESTLAKE**

This Agreement is made by and between the CITY OF WESTLAKE, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as “CITY”) and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff’s Office, Florida, (hereinafter referred to collectively as “SHERIFF”).

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, the SHERIFF has agreed to provide the CITY a high level of professional law enforcement services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the CITY is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – DEFINITIONS**

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. City Manager shall mean the chief administrative officer of the CITY and shall include any individual employed by the CITY or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the CITY functions related to law enforcement services.

## **ARTICLE 2 – LEVELS OF SERVICE**

### 2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the CITY, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the CITY to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the City to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the CITY (including all CITY facilities and parks), and other duties in accordance with the SHERIFF's general orders, the CITY Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the



CITY, and statutes of the State of Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce City Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the CITY when necessary, at no additional cost to the CITY the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the CITY, upon the request of the CITY, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. CITY Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the CITY.

- F. Unless exigent circumstances exist, all deputies assigned to the City of Westlake shall remain within the corporate limits of the City of Westlake.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "City of Westlake" and the City logo, designed to match the scheme of Sheriff's vehicles.

## 2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

## 2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the City Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the CITY.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the CITY to discuss law enforcement issues related to services impacting the CITY.

## 2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the CITY cost changes associated with the renewal of law enforcement services by no later than March 31<sup>st</sup> of each prior fiscal year through the term of the agreement.
- B. Annual staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and must be approved by the City Council.

- 2.5 The SHERIFF shall furnish to and maintain for the benefit of the CITY, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

**ARTICLE 3 – OTHER RESPONSIBILITIES**

3.1 Employment Responsibility

- A. All sheriffs’ deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the CITY are deemed Palm Beach County Sheriff’s Office employees and not employees of the CITY.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the CITY shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers’ compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the CITY and residents thereof.

3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The CITY does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

## **ARTICLE 4 – CITY RESPONSIBILITIES**

### 4.1 Office Space

- A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.
- B. Future space planning shall be coordinated with the SHERIFF and the CITY.

4.2 The CITY shall provide two (2) copies of CITY'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

## **ARTICLE 5 – CONSIDERATION**

5.1 The total amount due for all services beginning October 1, 2019 through September 30, 2020, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$650,000.00.

5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the CITY'S budget process and approved by the CITY Council.

5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the CITY in writing and will be billed at the then current extra-duty permit hourly rate.

5.4 The SHERIFF shall invoice the CITY within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25<sup>th</sup> day of the month preceding the month of service.

5.5 The CITY shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the CITY.

5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

## **ARTICLE 6 – AUDIT OF RECORDS**

6.1 The CITY may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the CITY and SHERIFF may agree.

6.3 The CITY may elect to perform the audit itself or to have an outside third party do so.

## **ARTICLE 7 – FINES AND FORFEITURES**

### **7.1 Law Enforcement Education Funds**

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the CITY pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the City of Westlake. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

### **7.2 Chapter 316, Florida Statutes, Fines**

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the CITY consistent with the distribution requirements of Section 318.21 Florida Statutes.

### **7.3 Alarm Ordinance Fines and Fees.**

The CITY shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the CITY pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

## **ARTICLE 8 – INSURANCE**

8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.

8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

## **ARTICLE 9 – HOLD HARMLESS**

9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the CITY harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the CITY for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the CITY from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the CITY, its employees, agents, servants, visitors, and/or any other third parties.

9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the CITY holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the CITY while in the performance of this Agreement, and the CITY shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the CITY while in the performance of this Agreement.

In no event shall the CITY hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the

intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

**ARTICLE 10 – INDEPENDENT CONTRACTOR**

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

**ARTICLE 11 – TERM**

11.1 This Agreement shall remain in full force and effect commencing October 1, 2019 and ending September 30, 2029, all dates inclusive unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the CITY.

**ARTICLE 12 – TERMINATION**

12.1 The CITY or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31<sup>st</sup> of any given year for termination effective as of October 1<sup>st</sup> of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the City Manager.

**ARTICLE 13 – TRANSITION**

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF’s Office to a CITY Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the CITY pursuant to the terms hereof.

**ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

14.1 The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:

- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
  - B. This Agreement shall be enforceable by the CITY according and to the extent of the provisions hereof.
- 14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 14.3 The City Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the City of Westlake, pursuant to Resolution No. R2019-\_\_\_ of the City Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the City of Westlake or the laws of the State of Florida.

**ARTICLE 15 – NOTICE**

- 15.1 The persons to receive notice under this Agreement are:

**CITY MANAGER:**

Kenneth Cassel  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470

**CITY ATTORNEY:**

Pam E. Booker  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470

**SHERIFF:**

Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

**SHERIFF'S AGENCY ATTORNEY:**

Department of Legal Affairs  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406



**ARTICLE 16 – NON-ASSIGNABILITY**

16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the City Council, which consent must be evidenced by a duly passed resolution.

**ARTICLE 17 – THIRD PARTIES**

17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

**ARTICLE 18 – JOINT PREPARATION**

18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**ARTICLE 19 – ENTIRE AGREEMENT**

19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

**ATTEST:**

**CITY OF WESTLAKE,  
FLORIDA**

By: \_\_\_\_\_  
Sandra Demarco, City Clerk

By: \_\_\_\_\_  
Roger Manning, Mayor

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_  
Pam E. Booker, City Attorney

**ATTEST:**

**SHERIFF OF PALM BEACH COUNTY**

By: \_\_\_\_\_  
Eric Coleman, Major

By: \_\_\_\_\_  
Ric L. Bradshaw

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By: \_\_\_\_\_  
Sheriff's Agency Attorney

## EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2019.

<b>Palm Beach County Sheriff's Office Allocations</b>	
Title	Quantity
Deputy Sheriff LE	5
<b>TOTAL</b>	<b>5</b>

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

As the City grows, future allocations will be provided through systematic tiered increases and will be mutually agreed upon.

## **Tenth Order of Business**

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WESTLAKE PROVIDING FOR TRAFFIC CONTROL JURISDICTION FOR CERTAIN AREAS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF WESTLAKE BY PALM BEACH COUNTY.

THIS INTERLOCAL AGREEMENT (AGREEMENT) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 18, by and between:

THE CITY OF WESTLAKE, a Florida municipal corporation organized and existing under the laws of the State of Florida, whose permanent address is 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470 (CITY); and

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY). The CITY and the COUNTY are collectively referred to as PARTIES.

WITNESETH:

**WHEREAS**, the CITY was incorporated on June 20, 2016; and

**WHEREAS**, the health, safety, and welfare of the residents of both the CITY and the COUNTY will best be served by the COUNTY providing certain governmental services; and

**WHEREAS**, Section 316.006 (2)(C), Florida Statutes, provides that the CITY may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority over areas within the CITY to the COUNTY; and

**WHEREAS**, the PARTIES agree to transfer traffic regulatory authority over Seminole Pratt Whitney Road, within municipal boundary of the CITY (SEMINOLE PRATT) to the COUNTY; and

**WHEREAS**, the PARTIES agree to transfer traffic regulatory authority over the traffic signal at Town Center Parkway South and Palm Beach County Fire Station No. 22 (PBC FIRE STATION SIGNAL) to the COUNTY; and

**WHEREAS**, the COUNTY is authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, this AGREEMENT evidences the intentions of the respective PARTIES to cooperate with each other in furtherance of the public's interest; and

**WHEREAS**, the CITY and the COUNTY believe the public's interest will be best served by the PARTIES entering into this AGREEMENT,

**NOW, THEREFORE**, in consideration of the mutual obligations and undertakings described below, the PARTIES do hereby agree as follows:

The above recitations are true and correct and incorporated herein.

## ARTICLE I.

### GENERAL CONDITIONS

It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Charter provision of the CITY and not specifically transferred to the COUNTY hereunder shall be retained by the CITY. It is further understood and agreed that the CITY is not transferring any of its traffic enforcement functions, rights, and duties by the execution of this ~~Agreement~~ AGREEMENT, and the CITY shall fully retain such traffic enforcement functions, rights and enforcement of the CITY traffic ordinances or state traffic statutes.

#### 1. PURPOSE OF AGREEMENT

This AGREEMENT is for the purpose of the CITY contracting with the COUNTY to provide several public services for the CITY, more particularly set forth in Article II hereof.

#### 2. ~~LIABILITY~~

~~The Parties to the AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party. Further, nothing herein shall be construed a waiver of sovereign immunity by either Party. Pursuant to Florida Statutes 768.28~~

#### 2. INDEMNIFICATION

The CITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this ~~Agreement~~ AGREEMENT or due to the acts or omissions of the CITY. The CITY's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Florida Statutes § 768.28 be waived. The PARTIES to the AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party.

#### 3. INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (STATUTE), the CITY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the City is not self-insured, the CITY, shall at its sole expense, purchase and maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverage at limits not less than those contained in the STATUTE. Should the CITY purchase excess liability coverage, the CITY agrees to include the COUNTY as an Additional Insured. The CITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440 Florida Statutes. Should the CITY contract with a third

party (CONTRACTOR) to perform any service related to the AGREEMENT, the CITY shall require the CONTRACTOR to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the CITY and the COUNTY as Additional Insureds. The CITY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for damage and bodily injury per occurrence.
- Workers Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employers' Liability with minimum limits of \$1,000,000 each accident.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the CITY of its liability and obligations under this AGREEMENT.

~~The CITY shall, during the term of this AGREEMENT and any extensions hereof, maintain in full force and effect insurance, which specifically covers all exposures incident to the intent and responsibilities under this AGREEMENT. Such insurance shall be with a company acceptable to COUNTY in a form consistent COUNTY practice and in the same amount as the CITY'S liability insurance which shall not be less than the liability limits set forth in Florida Statutes 768.28 as amended from time to time. Approval by COUNTY shall not be unreasonably withheld.~~

~~Policy (ies) shall be endorsed to show Palm Beach County, a political subdivision of the State of Florida, as an additional insured as its interests may appear, and shall also provide that insurance shall not be canceled, limited or non-renewed until thirty (30) days written notice has been given to COUNTY. Current Certificates of Insurance evidencing required coverage must be on file with COUNTY at all times.~~

~~The CITY expressly understands and agrees that any insurance protection furnished by the CITY in no way limits its responsibility to indemnify and hold harmless COUNTY under the provisions of this AGREEMENT.~~

**4. TERMS OF CONTRACT**

This AGREEMENT shall be in effect to September 30, 2023, and shall be automatically renewed thereafter every five years (October 1 to September 30), unless either Party hereto shall notify the other in writing of the Party's desire to terminate all or part of this AGREEMENT six (6) months prior to the expiration of the then existing term. This AGREEMENT shall not be terminated except at the expiration of the contract term or at the expiration of any renewal terms unless agreed upon in writing sixty (60) days in advance by both PARTIES. If neither Party gives notice of its intent to terminate, the ~~Parties~~ PARTIES shall negotiate the terms of any revisions to the renewal. In the event the terms of renewal are not agreed to, ~~the this~~ AGREEMENT remains in force with the existing terms.

**5. ADOPTION OF ORDINANCES**

The CITY shall adopt all ordinances necessary to effectuate this AGREEMENT.

**6. NOTICE**

All notices required to be given under this AGREEMENT shall be deemed sufficient to each Party when delivered by United States Mail to the following:

COUNTY	CITY
Name: Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director, Palm Beach County Engineering and Public Works Department	Name: Roger Manning, Mayor City of Westlake, Florida
Address: P.O. Box 21229	Address: 4001 Seminole Pratt Whitney Road
City, State, Zip: West Palm Beach, FL 33416-1229	City, State, Zip: Westlake, FL 33470

**7. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of COUNTY or CITY officers.

**8. ANNUAL APPROPRIATION**

Each Party's performance and obligation to pay under this AGREEMENT is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**9. AMENDMENTS**

This AGREEMENT may be amended only by formal action of the Board of County Commissioners of COUNTY and the City Council of the CITY.

**10. REMEDIES**

This AGREEMENT shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be filed in Palm Beach County, Florida.

**11. EFFECTIVE DATE**

The provisions of this AGREEMENT shall become effective upon the execution of this AGREEMENT by both PARTIES.

**12. EXECUTION OF AGREEMENT**

This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**13. FILING**



A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

**14. PAYMENT FOR SERVICES**

CITY agrees to reimburse the COUNTY for COUNTY's reasonable costs related to the performance of services provided in ~~the Agreement~~ this AGREEMENT, including but not limited to, costs for electric service. CITY shall make payments within thirty (30) days from the date of the COUNTY's invoice.

**15. MAST ARMS PAINT**

For traffic signal mast arms that are within CITY's boundaries on Seminole Pratt Whitney Road ("Mast Arms"), CITY desires that Mast Arms be painted black. At all times, CITY shall paint and maintain in good condition the black paint of the Mast Arms. In the event that maintenance of the paint for any of the Mast Arms is transferred to COUNTY, CITY shall apply for COUNTY approval of the transfer. COUNTY approval of the transfer is subject to, but is not limited to, requiring CITY to apply a galvanized finish or another COUNTY-approved color to replace the black paint and a final inspection of the finish or paint.

**16. PUBLIC RECORDS**

The CITY shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT.

**17. NON-DISCRIMINATION**

The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County Resolution R-2017-1770, as amended.

**18. INSPECTOR GENERAL**

The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 — 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 — 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

**19. THIRD PARTY BENEFICIARY**

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the CITY.

**ARTICLE II.**

**TRAFFIC CONTROL JURISDICTION FOR SEMINOLE PRATT WHITNEY ROAD AND  
PBC FIRE STATION SIGNAL**

1. A. COUNTY agrees to accept the transfer of traffic regulatory authority (AUTHORITY) for SEMINOLE PRATT, including AUTHORITY over all traffic control devices on SEMINOLE PRATT, and AUTHORITY over PBC FIRE STATION SIGNAL. Upon mutual agreement of both PARTIES, this AGREEMENT may be amended to add AUTHORITY for other traffic control devices or roadways.

B. To protect the welfare of the public, COUNTY's AUTHORITY for SEMINOLE PRATT includes the following functions:

- (1) Install, remove, modify, upgrade, and maintain all signs necessary to govern traffic;
- (2) Maintain, operate, modify, and upgrade existing traffic signals, warning flashers, and school zone flashers;
- (3) Install traffic signals, warning flashers, and school zone flashers, where warranted, as determined by the County Engineer;
- (4) Remove existing traffic signals, warning flashers, and school zone flashers, where warranted, as determined by the County Engineer;
- (5) Establish turn lanes where justified;
- (6) Prohibit or restrict traffic movements including left, right and U-turns;
- (7) Install, remove, modify, upgrade, and maintain traffic markings, including crosswalks, safety zones and traffic lane striping;
- (8) Establish no-parking, no-standing, and no-stopping regulations;
- (9) Establish emergency and experimental regulations;
- (10) Establish on-street truck and passenger loading zones;

- (11) Establish speed limits;
- (12) Establish no-passing zones;
- (13) Establish traffic control guidelines for all roadway construction operations;
- (14) Establish bridge loading restrictions; and
- (15) Establish truck route restrictions.

COUNTY shall perform the above-describe functions and duties, and such ministerial tasks as it deems appropriate.

2. Subject to budgetary, financial, and policy considerations, COUNTY agrees to implement all reasonable written requests of the CITY promulgated by Resolution of CITY Council for the installation, retention, or removal of traffic control devices included in this AGREEMENT. COUNTY further agrees to consider all reasonable requests of the CITY with regard to any of the duties and functions specified in ARTICLE II.1 above, as long as such requests are in accord with the Manual on Uniform Traffic Control Devices for Streets and Highways and specifications of the Florida Department of Transportation and commonly accepted standards of traffic engineering.

3. In the event of cancellation of this AGREEMENT, the PARTIES agree that all traffic signals on SEMINOLE PRATT and the PBC FIRE STATION SIGNAL shall remain at their respective locations.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, PALM BEACH COUNTY, Florida, has caused this Interlocal Agreement to be executed by the Mayor of the COUNTY and the seal of its Board of County Commissioners to be affixed to and attested to by the Clerk of said Board, pursuant to authority granted by said Board; and the CITY OF WESTLAKE, Florida, has caused this Interlocal Agreement to be executed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by the CITY's Clerk, the date and year first written above.

ATTEST:

City of Westlake City Clerk

City of Westlake  
by its City Council

BY: \_\_\_\_\_  
Sandra DeMarco  
City Clerk

By: \_\_\_\_\_  
Roger Manning  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Pam E. Booker  
City Attorney

By: \_\_\_\_\_  
Ken Cassel  
City Manager

ATTEST:

Sharon R. Bock  
Clerk & Comptroller

Palm Beach County, Florida  
by its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

By: \_\_\_\_\_  
Motasem A. Al-Turk, Ph.D., P.E.  
Traffic Division Director

## **Eleventh Order of Business**

**11A.**

# CITY OF WESTLAKE



## ***Annual Operating Budget*** **Fiscal Year 2020**

Proposed Budget  
6/7/19 2:22 PM

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# CITY OF WESTLAKE

## Public Officials

### **Mayor**

*Roger Manning*

### **Vice Mayor**

*Katrina Long Robinson*

### **Councilmann**

*Philip Everett*

### **Councilman**

*John Stanavitch*

### **Councilwoman**

*Kara Crump*

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## Administrative Staff

Ken Cassel, City Manager

Pam Booker, Attorney

Inframark Infrastructure Management Services, Financial Services

## FY2020 Summary Budget - General Fund

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ACTUAL FY 2018	ADOPTED BUDGET FY 2019	ACTUAL	PROJECTED	TOTAL	ANNUAL
				THRU APR-2019	MAY - SEP-2019	PROJECTED FY 2019	BUDGET FY 2020
<b>REVENUES</b>							
Interest - Investments	\$ 1,293	\$ 971	\$ 2,000	\$ 1,181	\$ 815	\$ 1,996	\$ -
Ad Valorem Taxes (5.125 millage)	-	140,208	248,894	228,531	20,363	248,894	504,872
Ad Valorem Taxes - Discounts	-	(5,463)	(9,994)	(7,573)	(204)	(7,777)	(20,195)
Licenses, Permits & Fees	242,585	1,192,015	970,500	671,291	480,471	1,151,762	1,485,000
Other Taxes	-	31,155	123,200	24,122	46,761	70,883	158,700
Developer Contribution	1,117,965	1,019,568	1,806,400	625,000	486,083	1,111,083	1,796,323
<b>TOTAL REVENUES</b>	<b>1,361,843</b>	<b>2,378,454</b>	<b>3,141,000</b>	<b>1,542,552</b>	<b>1,034,288</b>	<b>2,576,840</b>	<b>3,924,700</b>
<b>EXPENDITURES</b>							
<i>Legislative</i>							
Salaries	204,000	204,000	204,000	119,000	85,000	204,000	210,100
Payroll Taxes	15,606	15,606	15,600	9,104	6,503	15,607	16,100
Other Legislative/Council Expenses	-	16,000	44,000	2,661	1,901	4,562	20,000
<b>Total Legislative</b>	<b>219,606</b>	<b>235,606</b>	<b>263,600</b>	<b>130,765</b>	<b>93,403</b>	<b>224,168</b>	<b>246,200</b>
<i>Administrative</i>							
ProfServ-Information Technology	-	-	148,000	92,662	73,500	166,162	140,700
Management Services	249,101	350,149	410,000	241,804	172,717	414,521	442,700
Other Administrative	541,757	202,802	297,100	77,739	70,776	148,516	444,800
<b>Total Administrative</b>	<b>790,858</b>	<b>552,951</b>	<b>855,100</b>	<b>412,205</b>	<b>316,994</b>	<b>729,199</b>	<b>1,028,200</b>
<i>Legal Counsel</i>							
Legal Services	296,300	291,387	356,300	216,058	154,327	370,385	405,500
<b>Total Legal Counsel</b>	<b>296,300</b>	<b>291,387</b>	<b>356,300</b>	<b>216,058</b>	<b>154,327</b>	<b>370,385</b>	<b>405,500</b>
<i>Comprehensive Planning</i>							
Planning/Zoning/Engineering	475,949	1,000,276	925,000	688,018	491,441	1,179,459	1,179,400
<b>Total Comprehensive Planning</b>	<b>475,949</b>	<b>1,000,276</b>	<b>925,000</b>	<b>688,018</b>	<b>491,441</b>	<b>1,179,459</b>	<b>1,179,400</b>
<i>Law Enforcement</i>							
Contracts-Sheriff	6,820	36,199	550,000	40,531	28,951	69,482	677,000
<b>Total Law Enforcement</b>	<b>6,820</b>	<b>36,199</b>	<b>550,000</b>	<b>40,531</b>	<b>28,951</b>	<b>69,482</b>	<b>677,000</b>
<i>Other Expenditures</i>							
Other Expenditures	-	-	141,000	2,419	1,728	4,147	288,400
<b>Total Other Expenditures</b>	<b>-</b>	<b>-</b>	<b>141,000</b>	<b>2,419</b>	<b>1,728</b>	<b>4,147</b>	<b>288,400</b>
<i>Reserves</i>							
Building-Future City Hall (yr.1 and 2 of 5)	-	-	50,000	-	-	-	100,000
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,000</b>
<b>TOTAL EXPENDITURES</b>	<b>1,789,533</b>	<b>2,116,419</b>	<b>3,141,000</b>	<b>1,489,996</b>	<b>1,086,844</b>	<b>2,576,840</b>	<b>3,924,700</b>
Excess (deficiency) of revenues over (under) expenditures	(427,690)	262,035	-	52,556	(52,556)	-	-
<b>FUND BALANCE, BEGINNING</b>	<b>329,684</b>	<b>(98,006)</b>	<b>-</b>	<b>164,029</b>	<b>216,585</b>	<b>164,029</b>	<b>164,029</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ (98,006)</b>	<b>\$ 164,029</b>	<b>\$ -</b>	<b>\$ 216,585</b>	<b>\$ 164,029</b>	<b>\$ 164,029</b>	<b>\$ 164,029</b>

**FY2020 Detail Budget - General Fund**

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2017	FY 2018	BUDGET FY 2019	THRU APR-2019	MAY - SEP-2019	PROJECTED FY 2019	BUDGET FY 2020
<b>REVENUES</b>							
Interest - Investments	\$ 1,293	\$ 962	\$ 2,000	\$ 1,139	814	\$ 1,953	\$ -
Ad Valorem Taxes	-	140,208	248,894	228,531	20,363	248,894	504,872
Ad Valorem Taxes - Discounts	-	(5,463)	(9,994)	(7,573)	(204)	(7,777)	(20,195)
Local Option Fuel Tax	-	85	100	33	24	57	100
Local Discretionary Sales Tax	-	-	800	-	-	-	-
FPL Franchise Fee	-	16,538	33,300	47,882	34,201	82,083	136,800
Public Service Tax-Electricity	-	5,578	18,000	5,031	20,000	25,031	41,700
Public Service Tax-Water	-	13,874	76,800	2,485	15,000	17,485	69,400
Public Service Tax-Gas	-	-	-	3,641	2,500	6,141	10,200
Communications Service Tax	-	11,618	27,100	12,932	9,237	22,169	36,900
Occupational Licenses	7,575	5,710	5,000	2,350	1,679	4,029	4,000
Building Permits	230,173	670,178	600,000	358,965	256,404	615,369	733,900
Reinspection Fees	-	-	-	-	-	-	10,000
Building Permits-Surcharge	821	1,666	-	727	600	1,327	1,800
Other Building Permit Fees	-	-	-	7,500	9,375	16,875	15,000
Building Permits-Admin Fee	-	52,370	-	31,689	20,000	51,689	57,300
Engineering Permits	-	317,818	75,000	171,633	122,595	294,228	177,200
Planning/Zoning Permits	-	113,795	250,000	31,709	22,649	54,358	268,300
Other Licenses, Fees and Permits	-	3,963	4,700	4,015	2,868	6,883	4,000
Municipal Revenue Sharing	-	-	1	-	-	-	-
Local Govt Half Cent Sales Tax	-	-	400	-	-	-	400
Recording Fees	-	93	-	-	-	-	-
Garbage/Solid Waste Revenue	-	-	-	-	-	-	76,700
Penalties	-	-	-	46	-	46	-
Administrative Fees	-	898	-	4,640	3,314	7,954	-
Other Operating Revenues	-	-	-	350	-	350	-
Judgements and Fines	-	53	-	-	-	-	-
Interest-Tax Collector	-	9	-	42	1	43	-
Other Impact Fees	2,456	-	1,500	-	-	-	-
Developer Contribution	1,117,965	1,019,568	1,806,400	625,000	486,083	1,111,083	1,796,323
Lien Search Fees	-	333	-	285	-	285	-
Inspection Fees	1,560	8,600	1,000	9,500	6,786	16,286	-
<b>TOTAL REVENUES</b>	<b>1,361,843</b>	<b>2,378,454</b>	<b>3,141,000</b>	<b>1,542,552</b>	<b>1,034,288</b>	<b>2,576,840</b>	<b>3,924,700</b>
<b>EXPENDITURES</b>							
<i>Legislative</i>							
Mayor/Council Stipend	204,000	204,000	204,000	119,000	85,000	204,000	210,100
FICA Taxes	15,606	15,606	15,600	9,104	6,503	15,607	16,100
ProfServ-Legislative Expense	-	16,000	24,000	-	-	-	-
Council Expenses	-	-	20,000	2,661	1,901	4,562	20,000
<b>Total Legislative</b>	<b>219,606</b>	<b>235,606</b>	<b>263,600</b>	<b>130,765</b>	<b>93,403</b>	<b>224,168</b>	<b>246,200</b>
<i>Administrative</i>							
ProfServ-Information Technology	-	-	148,000	92,662	73,500	166,162	140,700
ProfServ-Compliance Service	-	-	-	-	-	-	50,000
ProfServ-Consultants	-	18,825	40,000	9,375	6,696	16,071	88,800
Management Services	249,101	350,149	410,000	241,804	172,717	414,521	442,700
ProfServ-Web Site Maintenance	-	5,025	6,100	3,942	2,816	6,758	18,800
ProfServ-Planning/Zoning Eng.Services	475,949	-	-	-	-	-	-
Auditing Services	3,085	3,085	7,000	-	3,225	3,225	3,400
Communication - Telephone	2,789	3,720	7,500	10,743	6,696	17,439	-
Postage and Freight	415	1,416	1,500	409	292	701	1,400
Telephone, Cable and Internet Service	-	-	-	-	-	-	22,400
Lease - Building	500	500	500	500	-	500	500
Lease - Copier	-	-	-	-	-	-	36,800
Liability/Property Insurance	5,000	6,000	16,500	7,120	-	7,120	-
Public Officials Insurance	-	-	-	-	-	-	3,900
Insurance(Liab,Auto,Property)	-	-	-	-	-	-	4,000
Printing	-	100	1,000	645	461	1,106	13,500

**FY2020 Detail Budget - General Fund**

ACCOUNT DESCRIPTION	ACTUAL FY 2017	ACTUAL FY 2018	ADOPTED BUDGET FY 2019	ACTUAL	PROJECTED	TOTAL	ANNUAL
				THRU APR-2019	MAY - SEP-2019	PROJECTED FY 2019	BUDGET FY 2020
Legal Advertising	11,884	33,718	12,000	3,437	2,455	5,892	24,100
Miscellaneous Services	2,452	-	-	289	-	289	-
Misc-Bank Charges	52	-	-	-	-	-	-
Misc-Public Relations	-	-	-	-	-	-	50,000
General Government	28,219	65,995	100,000	21,825	15,589	37,414	37,400
Misc. Late Fees	-	-	-	348	-	348	-
Misc-Contingency	1,858	51,732	90,000	7,712	14,579	22,291	22,000
Office Supplies	9,554	7,365	5,000	8,346	15,789	24,135	24,100
Cleaning Services	-	-	-	-	-	-	38,400
Dues, Licenses, Subscriptions	-	5,321	10,000	3,048	2,177	5,225	5,300
<b>Total Administrative</b>	<b>790,858</b>	<b>552,951</b>	<b>855,100</b>	<b>412,205</b>	<b>316,994</b>	<b>729,199</b>	<b>1,028,200</b>
<b>Legal Counsel</b>							
ProfServ-Legal Services	296,300	291,387	356,300	216,058	154,327	370,385	381,500
ProfServ-Legislative Expense	-	-	-	-	-	-	24,000
<b>Total Legal Counsel</b>	<b>296,300</b>	<b>291,387</b>	<b>356,300</b>	<b>216,058</b>	<b>154,327</b>	<b>370,385</b>	<b>405,500</b>
<b>Comprehensive Planning</b>							
ProfServ-Engineering	-	156,719	75,000	103,376	73,840	177,216	177,200
ProfServ-Building Permits	-	622,366	600,000	428,118	305,799	733,917	733,900
ProfServ-Planning/Zoning Board	475,949	221,191	250,000	156,524	111,803	268,327	268,300
<b>Total Comprehensive Planning</b>	<b>475,949</b>	<b>1,000,276</b>	<b>925,000</b>	<b>688,018</b>	<b>491,441</b>	<b>1,179,459</b>	<b>1,179,400</b>
<b>Maintenance</b>							
R&M-Parks	-	-	50,000	-	-	-	50,000
R&M-Community Maintenance	-	-	-	-	-	-	26,700
<b>Total Maintenance</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>76,700</b>
<b>Law Enforcement</b>							
Contracts-Sheriff	6,820	36,199	550,000	40,531	28,951	69,482	677,000
<b>Total Law Enforcement</b>	<b>6,820</b>	<b>36,199</b>	<b>550,000</b>	<b>40,531</b>	<b>28,951</b>	<b>69,482</b>	<b>677,000</b>
<b>Garbage/Solid Waste Services</b>							
Contracts-Solid Waste	-	-	-	-	-	-	76,700
Operating Supplies	-	-	-	-	-	-	15,000
<b>Total Garbage/Solid Waste Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>91,700</b>
<b>Capital Expenditures &amp; Projects</b>							
Cap Outlay-Office Computers	-	-	6,000	-	-	-	-
<b>Total Capital Expenditures &amp; Projects</b>	<b>-</b>	<b>-</b>	<b>6,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Road and Street Facilities</b>							
Electricity-General	-	-	10,000	2,419	1,728	4,147	45,000
<b>Total Road and Street Facilities</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>2,419</b>	<b>1,728</b>	<b>4,147</b>	<b>45,000</b>
<b>Special Events</b>							
Misc-Event Expense	-	-	75,000	-	-	-	75,000
<b>Total Special Events</b>	<b>-</b>	<b>-</b>	<b>75,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>75,000</b>
<b>Reserves</b>							
Building-Future City Hall (yr.1 and 2 of 5)	-	-	50,000	-	-	-	100,000
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,000</b>
<b>TOTAL EXPENDITURES</b>	<b>1,789,533</b>	<b>2,116,419</b>	<b>3,141,000</b>	<b>1,489,996</b>	<b>1,086,844</b>	<b>2,576,840</b>	<b>3,924,700</b>
Excess (deficiency) of revenues over (under) expenditures	(427,690)	262,035	-	52,556	(52,556)	-	-
<b>FUND BALANCE, BEGINNING</b>	<b>329,684</b>	<b>(98,006)</b>	<b>-</b>	<b>164,029</b>	<b>216,585</b>	<b>164,029</b>	<b>164,029</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ (98,006)</b>	<b>\$ 164,029</b>	<b>\$ -</b>	<b>\$ 216,585</b>	<b>\$ 164,029</b>	<b>\$ 164,029</b>	<b>\$ 164,029</b>

Budget Narrative  
Fiscal Year 2020

Revenue

**Ad Valorem Taxes**

The City levies an Ad Valorem tax on all parcels within its borders to pay for the operating expenditures during the Fiscal Year. The Palm Beach County Property Appraiser provides an estimate of next year's total taxable value. Dividing this number by 1,000 yields the number of mills, and the number of mills multiplied by a millage rate yields the total tax revenue.

**Ad Valorem Taxes - Discounts**

In accordance with applicable Florida Statutes, property owners within the City limits are entitled to a discount if their Ad Valorem taxes are paid by specific dates. The budgeted discount assumes that all residents will take full advantage of the early pay process.

**Local Option Fuel Tax**

The State of Florida levies a tax on the sale of gasoline. This revenue is shared with its counties and municipalities.

**FPL Franchise Fee**

Florida statutes allow a municipality to collect a fee from utilities companies for their use of public facilities necessary to provide service to customers. The fee is collected by the utility from its customers and remitted to the municipality.

**Public Service Tax-Electricity**

Florida statutes allow a municipality to levy a tax on the value of electrical service provided within its borders. The tax is collected by the utility from its customers and remitted to the municipality.

**Public Service Tax-Water**

Florida statutes allow a municipality to levy a tax on the value of water service provided within its borders. The tax is collected by the utility from its customers and remitted to the municipality.

**Public Service Tax-Gas**

Florida statutes allow a municipality to levy a tax on the value of gas service provided within its borders. The tax is collected by the utility from its customers and remitted to the municipality.

**Communication Services Tax**

The State of Florida levies a tax on the sale of communication services. This revenue is shared with its counties and municipalities.

**Occupational Licenses**

The City collects a business tax on all businesses operating within the City limits. This is an annual fee and is collected October 1<sup>st</sup> each year or when a new business opens within the City limits.

**Building Permits**

The City collects fees to cover the costs of operating the Building Department. This revenue will vary from year to year depending upon the volume of permit activity.

**Reinspection Fees**

The City collects fees from property owners or businesses for re-inspections conducted in connection with building permits.

**Building Permit-Surcharges**

The City collects fees with each building permit that are reported and remitted to the State of Florida to fund related programs. The City is allowed to retain a portion of these amounts to cover its administrative costs.

**Other Building Permit Fees**

The City processes applications to Florida Power & Light for temporary electric service to construction sites. It is allowed a fee to cover its administrative costs.

**Budget Narrative  
Fiscal Year 2020**

**General Fund-Revenue (continued)**

**Building Permits--Admin Fee**

The City collects Impact Fees with each permit for construction of a single-family residence that are reported and remitted to Palm Beach County. The City is allowed to retain a portion of these amounts to cover its administrative costs.

**Engineering Permits**

The City collects fees to cover the cost of operating the Engineering Department. This revenue will vary from year to year depending upon the volume of permit activity.

**Planning/Zoning Permits**

The City collects fees to cover the cost operating the Planning and Zoning Department. This revenue will vary from year to year depending upon the volume of permit activity.

**Other Licenses, Fees and Permits**

The City collects fees from vendors to do work within its borders, as well as fees for various other licenses and permits.

**Local Govt Half Cent Sales Tax**

The Half-Cent Sales Tax is a state authorized tax, approved by residents of a city, for funding certain well-defined community projects.

**Garbage/Solid Waste Revenue**

The City anticipates contracting with a company to dispose of its solid waste. Residents will be charged a fee to cover the cost of the contract.

**Developer Contribution**

The City has a funding agreement in place with Minto PBLH, LLC.

Budget Narrative  
Fiscal Year 2020

Expenditures

Expenditures – Legislative

**Mayor/Council Stipend**

The City Charter specifies the Mayor and City Council receive compensation for their service to the community.

**FICA Taxes**

This represents payroll taxes withheld on City Council compensation in the amount of 7.65% of the stipend.

**Council Expenses**

This represents the cost of various meetings, trainings and special events the City Council attends or sponsors throughout the year.

Expenditures – Administrative

**ProfServ-Information Technology**

This represents costs for the development and maintenance of the City’s information technology infrastructure. This amount is net of expected reimbursements from Seminole Improvement District for its share of the costs.

**ProfServ-Compliance Service**

The City anticipates providing code enforcement services, either through additional staffing or a third-party contract.

**ProfServ-Consultants**

This represents fees paid for compiling, organizing and maintaining permitting and other files.

**Management Services**

The City receives City Manager, City Clerk, Administrative and Financial services as part of a Management Agreement with Inframark Infrastructure Management Services This amount for the fiscal year is based on the current and projected staffing needs for the City in the coming year.

**ProfServ-Web Site Maintenance**

This represents the cost of website hosting and posting of information to meet current Florida Statutes, as well as the annual domain name fees and the cost of any modifications to the web site.

**Auditing Services**

This represents the cost to conduct an annual audit of the City’s financial statements by an Independent Certified Public Accounting Firm. This amount is a projection based on prior years’ expenditures.

**Postage and Freight**

This represents the cost of postage and/or freight for City mailings, vendor checks and other correspondence.

**Telephone, Cable and Internet Service**

These services are provided by COMCAST and T-Mobile USA Inc.

**Lease – Building**

The City leases from Minto PBLH, LLC two structures and associated parking spaces to hold meetings of the City Council and to conduct other City business

**Lease - Copier**

The City makes monthly lease payments for the use of its copier and related software.

**Budget Narrative  
Fiscal Year 2020**

*General Fund Expenditures – Administrative (continued)*

**Public Officials Insurance/Insurance (Liab,Auto,Property)**

The City’s General Liability, Auto, Property & Public Officials Liability Insurance policy is currently with Public Risk Insurance. Public Risk Insurance specializes in providing insurance coverage to governmental agencies. This amount for the fiscal year is based on prior year premiums plus any anticipated market adjustments.

**Printing**

This represents the cost of copies used in the preparation of agenda packages, required mailings, newsletters and other special projects.

**Legal Advertising**

The City’s is required to advertise various notices for monthly council meetings, planning & zoning meetings and other public hearings in a newspaper of general circulation.

**Misc-Public Relations**

The City anticipates providing public relations services, either through additional staffing or a third-party contract.

**General Government**

This represents the cost of recurring expenditures not covered in specific line items within the budget.

**Misc-Contingency**

This represents the cost of nonrecurring expenditures not covered in specific line items within the budget.

**Office Supplies**

This represents the cost of supplies used in the preparation of required mailings, and other special projects, as well as the cost of supplies in the City’s office.

**Cleaning Services**

The City makes monthly payments to have its offices and Council Chambers cleaned.

**Dues, Licenses, Subscriptions**

This represents the cost of required licenses, membership fees and dues to organizations such as the Chamber of Commerce, Florida League of Cities, Florida League of Mayors, Florida City & County Managers Association and Western Communities Counsel.

*Expenditures – Legal Counsel*

**ProfServ-Legal Services**

This represents the cost of general legal services provided to the City in accordance with the contract between the City and the Attorney.

**ProfServ-Legislative Expense**

This represents the cost to represent the City before legislators and agency representatives during the legislative session.

*Expenditures – Comprehensive Planning*

**ProfServ-Engineering**

The City’s contracts with a third party to provide engineering services to the City in accordance with their respective contracts. These services include plan review, attendance at meetings, and other services within their scope. These services are covered by the permit fees of the applicant as part of the building permit process.



**Budget Narrative  
Fiscal Year 2020**

*Expenditures – Comprehensive Planning (continued)*

**ProfServ-Building Permits**

The City contracts with a third party to provide plan review permit issuance and inspections services. The service is funded by the permit fees of the applicant as part of the building permit process.

**ProfServ-Planning/Zoning Board**

The City contracts with a third party to provide site plan review, comprehensive master planning, zoning review for permit issuance. These services are funded by the permit fees of the applicant as part of the building permit review process.

*Expenditures – Parks and Recreation*

**R&M-Parks**

This represents the cost to maintain the City's park facilities.

**R&M-Community Maintenance**

The City reimburses Seminole Improvement District for the cost of time spent serving its maintenance needs.

*Expenditures – Law Enforcement*

**Contracts-Sheriff**

The City contracts with the Palm Beach County Sheriff's Office for police service within its limits.

*Expenditures – Garbage/Solid Waste Services*

**Contracts-Solid Waste**

The City anticipates contracting with a company to dispose of its solid waste.

**Operating Supplies**

This represents the cost of trash bins as well as other expenses related to solid waste collection.

*Expenditures – Road and Street Facilities*

**Electricity-General**

This represents the cost of electric service for the City's traffic signals and streetlights.

*Special Events*

**Misc-Event Expense**

This represents the cost of city-wide social events that City may wish to sponsor.

*Reserves*

**Building-Future City Hall**

Funds will be set aside for the construction of additional meeting, office and storage space.

## FY2020 Budget - Special Revenue Fund (Housing Assistance Program)

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ADOPTED BUDGET FY 2019	ACTUAL THRU APR-2019	PROJECTED MAY - SEP-2019	TOTAL PROJECTED FY 2019	ANNUAL BUDGET FY 2020
<b>REVENUES</b>						
Interest - Investments	\$ 2,348	\$ -	\$ 3,929	\$ 2,806	\$ 6,735	\$ -
Other Impact Fees	-	-	-	-	-	-
Developer Contribution	316,500	-	-	-	-	-
Housing Assistance Fee	21,000	150,000	175,405	63,000	238,405	150,000
<b>TOTAL REVENUES</b>	<b>339,848</b>	<b>150,000</b>	<b>179,334</b>	<b>65,806</b>	<b>245,140</b>	<b>150,000</b>
<b>EXPENDITURES</b>						
<i>Administrative</i>						
Administration Fee	-	11,300	-	-	-	11,300
Assistance Program	56,745	138,700	-	65,790	65,790	138,700
Misc-Bank Charges	-	-	24	17	41	-
Cap Outlay - Computers	-	-	-	-	-	-
Bank Fees	58	-	-	-	-	-
<b>Total Administrative</b>	<b>56,803</b>	<b>150,000</b>	<b>24</b>	<b>65,806</b>	<b>65,830</b>	<b>150,000</b>
<b>TOTAL EXPENDITURES</b>	<b>56,803</b>	<b>150,000</b>	<b>24</b>	<b>65,806</b>	<b>65,830</b>	<b>150,000</b>
Excess (deficiency) of revenues						
Over (under) expenditures	283,045	-	179,310	-	179,310	-
<b>FUND BALANCE, BEGINNING</b>	-	283,045	283,045	-	283,045	462,355
<b>FUND BALANCE, ENDING</b>	<b>\$ 283,045</b>	<b>\$ 283,045</b>	<b>\$ 462,355</b>	<b>\$ -</b>	<b>\$ 462,355</b>	<b>\$ 462,355</b>

# CITY OF WESTLAKE

## *Special Revenue Fund*

### **Budget Narrative Fiscal Year 2020**

<b>Housing Assistance Revenue</b>
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#### **Housing Assistance Fee**

A portion of the building permit fee for new construction will go toward funding the housing assistance Program.

<b>Expenditures</b>
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#### **Administration Fee**

This represents reimbursements to the General Fund for its costs to administer the housing program. These reimbursements are capped at 7.5% of funding.

#### **Assistance Program**

This represents the cost of down payment assistance provided to homeowners.

## **Twelfth Order of Business**

**12A.**




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## Memorandum

TO: City Attorneys, City Managers, City Finance Officers

FROM: David Cruz, Legislative Counsel  
Rebecca O'Hara, Deputy General Counsel  
Kraig Conn, General Counsel

SUBJ: Bills with Significant Impacts to Cities  
(Many Effective on July 1, 2019 or before)

DATE: May 23, 2019

The following are just some of the bills passed by the Legislature that have an impact on municipal operations. However, these bills will have an immediate fiscal, practice or policy impact on your city, with many becoming effective upon becoming law (signed by the Governor) or on July 1, 2019. Therefore, these bills will have an impact mid-fiscal year and will likely require your city to take some form of immediate action.

You can link to the bills and to several additional summaries from this document. To obtain a copy of a bill passed by the Legislature, copy only the ENROLLED version of the bill, which is typically identified as the "ER" version (disregard all other versions of the bill). The bill's legislative history will indicate what action the Governor has taken on the bill.

**Firefighters / Benefits for Firefighters with Cancer**  
**CS/CS/SB 426**  
**Chapter 2019-21, Laws of Florida**

The law provides various benefits to qualifying full-time employed (and post-employed) firefighters who receive a diagnosis of certain specified cancers. (The law does not apply to volunteer firefighters.) The definitions and standards applicable to each benefit must be reviewed closely to determine when a particular benefit must be provided. A detailed summary of the law is available by clicking on this link: [CS/CS/SB 426 Summary](#). Unlike prior "presumption" laws (e.g. heart disease, hypertension) with application mainly for workers' compensation benefits, the law creates a new section 112.1816, Florida Statutes, and provides two new employer-funded benefits as an alternative to workers' compensation benefits and enhances existing disability and death benefits for firefighters. The new benefits become effective on July 1, 2019.

## **Local Government Financial Reporting and Website Posting**

### **HB 861**

The bill requires municipal and county budget officers to report certain information regarding the local government's budget and economic status to the Office of Economic and Demographic Research annually in a format specified by the Office. The reporting begins October 15, 2019 and includes:

1. Government spending per resident, including, at a minimum, the spending per resident for the previous 5 fiscal years.
2. Government debt per resident, including, at a minimum, the debt per resident for the previous 5 fiscal years.
3. Median income within the municipality (or county).
4. The average municipal (or county) employee salary.
5. Percent of budget spent on salaries and benefits for municipal (or county) employees.
6. Number of special taxing districts, wholly or partially, within the municipality (or county).

The bill also requires city and county tentative budgets to remain on the website for at least 45 days and for the final budget to remain on the website for at least 2 years.

Effective date: Upon becoming law.

## **Impact Fees**

### **CS/HB 207**

The bill prohibits any local government from requiring payment of impact fees any time prior to issuing a building permit. It codifies the requirement for impact fees to bear a rational nexus both to the need for additional capital facilities and to the expenditure of funds collected and to the benefits accruing to the new construction (the "dual rational nexus test"). The bill requires local governments to designate the funds collected by the impact fees for acquiring, constructing, or improving the capital facilities to benefit the new users. It prohibits impact fees collected by a local government from being used to pay existing debt or to pay for prior approved projects unless such expenditure has a rational nexus to the impact generated by the new construction. Fees charged for water and sewer system connections are excluded from the bill's requirements.

Effective date: July 1, 2019.

## **Community Planning, Land Development Regulations, and Affordable Housing**

### **CS/CS/HB 7103**

The bill addresses land use and property development relating to inclusionary housing ordinances, the timing of development approvals, impact fees, and private providers of building inspection services. It maintains the authority of local governments to adopt and enforce inclusionary zoning ordinances but requires a local government to provide incentives to fully offset the costs to the developer of its affordable housing contribution. Incentives may include, but are not limited to, density or intensity bonuses or reduced/waived fees. In addition, the bill requires a local government, upon receiving an application for approval of a development order or permit, to

not enforce its tree requirements against a residential property owner for the trimming or removal of a tree if the owner obtains documentation from a certified arborist or a licensed landscape architect that the tree presents a danger to persons or property. The bill specifically prohibits a local government from requiring the property owner to replant a tree that was removed under such circumstances. The bill does not affect authority delegated under the state's mangrove protection laws. The bill allows a property owner adjacent to an electric utility right-of-way to request the electric utility perform tree trimming in the right-of-way without local government approval. The bill requires each county property appraiser office to post on its website a "property owner bill of rights" to identify certain existing rights afforded to property owners, including the following: the right to acquire, possess, and protect property; the right to use and enjoy property; the right to exclude others from property; the right to dispose of property; the right to due process; the right to just compensation when property is taken for public purpose; and the right to

relief when a government action "unfairly affects" property. The bill specifies the required contents for the bill of rights and specifies the bill of rights does not create a civil cause of action.

Effective date: July 1, 2019.

**Communications Services**  
**CS/CS/CS/SB 1000**

The bill makes extensive changes to section 337.401, Florida Statutes, which governs the use of public rights-of-way by providers of communications services, including provisions on small wireless infrastructure. Current law contains a statement of legislative intent that local governments treat providers of communications services in a nondiscriminatory and competitively neutral manner. In direct contrast to this "nondiscrimination language," the bill requires local governments to consider factors, such as distinct engineering, or construction and operation considerations, when imposing rules or regulations on the placement or maintenance of communications facilities in right-of-way. In addition, the bill eliminates many provisions of the Advanced Wireless Infrastructure Deployment Act of 2017 and modifies several definitions, including the definitions of "application," "applicable codes", "wireless infrastructure provider," and "wireless support structure."

The definition of "application" now includes both a permit to collocate small wireless facilities and a request to place a new utility pole to support a small wireless facility. The definition of "applicable codes" removes reference to "objective design standards." The bill creates a new subsection 377.401(7)(r), which provides that local governments may require providers comply with objective design standards established by ordinance and modifies the standards to address both small wireless facilities and new utility poles. The definition of "applicable codes" also includes reference to the National Electrical Safety Code and the 2017 edition of the FDOT-Utility Accommodation Manual.

Under the 2017 law, the installation of a new utility pole in the rights-of-way to support a small wireless facility was subject to certain spacing, height and permit application review timeframes, but a local government was authorized to otherwise apply its "rules and regulations governing the placement of utility poles in the rights of way." The bill deletes this language. In addition, the bill



authorizes a local government to require, as part of a permit application, that the applicant identify ground-level communications facilities within 50 feet of the proposed installation location for the placement of at-grade communications facilities. The bill also prohibits requiring a wireless provider to pay any fee, cost or other charge for registration or renewal; adoption or enforcement of any ordinances, regulations or requirements as to the placement or operation of communications facilities in a right-of-way by a communications services provider; or imposition or collection of any tax or charge for providing communications services over the communications services provider's communications facilities in a right-of-way.

The bill creates a cause of action for any person aggrieved by a violation of section 337.401. A party may bring a civil action in a U.S. district court or any other court of competent jurisdiction, and the court may grant temporary or permanent injunctions to prevent or restrain violations and direct the recovery of full costs, including the award of reasonable attorney fees.

Effective date: July 1, 2019.

### **Posting Building Permit Fees to Website** **CS/HB 127**

The bill requires the governing bodies of counties and municipalities to post permit and inspection fee schedules and building permit and section utilization reports on their websites by December 31, 2020. The information in the report must be derived from relevant information available in the most recently completed financial audit. After December 31, 2020, a local government that provides a schedule of fees must update its building permit and inspection utilization report before adjusting the fee schedule. The report must include the following information:

- Direct and indirect costs incurred by the local government to enforce the Florida Building Code, including costs related to personnel services costs (including salary and related employee benefit costs), and operating expenditures and expenses;
- Permit and inspection utilization information, including:
  - Number of building permit applications submitted.
  - Number of building permit permits issued or approved.
  - Number of building inspections and reinspections requested.
  - Number of building inspections and reinspections conducted.
  - Number of building inspections conducted by a private provider.
  - Number of building audits provided by the local government of the building inspections conducted by a private provider.
  - Number of positions dedicated by the local government to enforce the Florida Building Code, issue building permits, and conduct inspections.
  - Certain other permissible activities for enforcing the Florida Building Code.
- Revenue information, including revenue derived from certain fees, fines, investment earnings from investment of revenue derived from fees and fines, balances carried forward and balances refunded by the local government, and revenue derived from other sources, including general revenue.

Effective date: July 1, 2019.

Opportunity. The bill provides that a CRA in existence on October 1, 2019, shall terminate on the expiration date provided in its charter or on September 30, 2039, whichever is earlier, unless the city or county that created the CRA approves its continued existence by a majority vote. It requires monies in a CRA trust fund be expended only pursuant to an annual budget adopted by the CRA board and requires the budget for a CRA created by a municipality to be submitted annually to the county commission within 10 days of adoption of the budget. Beginning October 1, 2019, CRA monies may be expended only for undertakings of the CRA as described in the community redevelopment plan pursuant to an adopted annual budget and for the purposes specifically authorized in current law. The bill authorizes the city or county that created the CRA to determine the amount of tax increment financing available to the CRA and set the level of funding at any amount between 50 percent and 95 percent of the increment (only Miami-Dade County has this authority under current law).

Effective Date: October 1, 2019.

**Micromobility Devices**  
**CS/CS/HB 453**

The bill establishes a regulatory framework for authorizing the operation of micromobility devices and motorized scooters. It defines “micromobility device” and revises the definition of “motorized scooter.” It grants certain rights and requires certain duties to the operator of a micromobility device or motorized scooter that are the same as those as a bicycle rider. The bill specifies that a local government is not prohibited from regulating the operation of micromobility devices or motorized scooters on streets, highways, or sidewalks within their jurisdictions. It allows the operation of such devices without a driver license. The bill excludes such devices from compliance with vehicle registration, licensing, and insurance requirements; equipment requirements for slow-moving vehicles; and motor vehicle provisions relating to licensing and license-plate display. Finally, the bill requires a person who offers such devices for hire to secure all such devices located in any area of the state where an active tropical storm or hurricane warning has been issued.

Effective date: Upon becoming law.

# **Thirteenth Order of Business**

## District 15 City of Westlake Monthly Report: May 2019



Calls for Service	Monthly
Business/Residence Checks	275
Traffic Stops	76
Calls for Service (Excluding 1061's)	162
<b>All CAD Calls – Total*</b>	<b>437</b>

Traffic Summary	Monthly
Warnings (Written and Verbal)	65
Citations	14
<b>Total</b>	<b>79</b>

Data Source: CrimeView Desktop  
\*Omit Miscellaneous Calls

**Summary:** During the month of May, there were 437 generated calls within the district. 80% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Sexual Assault	0
Robbery	0
Burglary - Residential	0
Burglary - Vehicle	0
Burglary - Construction	1
Larceny	0
Motor Vehicle Theft	0
Vandalism	0
Fire	0
<b>Total</b>	<b>1</b>

**Construction Burglary:**

REPORT #	DATE/TIME FROM	DATE/TIME TO	ADDRESS	BEAT	NOTATIONS
19074276	05/22/19 19:00	05/23/19 06:30	5845 Whipoorwill Cir	15-31	Unknown suspect(s) entered house under construction and took a bathroom cabinet. No forced entry. No witnesses, evidence or leads.

# **Fourteenth Order of Business**



**Fire Rescue**

Chief Reginald K. Duren  
405 Pike Road  
West Palm Beach, FL 33411  
(561) 616-7000  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Mack Bernard, Mayor  
Dave Kerner, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Robert S. Weinroth  
Mary Lou Berger  
Melissa McKinlay

**County Administrator**

Verdenia C. Baker

June 11, 2019

Ken Cassel, Village Manager  
City of Westlake  
4001 Seminole Pratt Whitney Rd.  
Westlake, FL 33470

Dear Mr. Cassel:

Enclosed is the Response Time Report for the City of Westlake for the month of May 2019.

If you have any questions of concerns, please contact me at 561-214-3263

Sincerely,

A handwritten signature in blue ink, appearing to read "William Rowley".

William Rowley, District Chief  
Palm Beach County Fire Rescue

*"An Equal Opportunity  
Affirmative Action Employer"*



6/10/2019

# Palm Beach County Fire Rescue

## Westlake Response Time Report

### 20190501 to 20190531

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
<b>Emergency Calls:</b>													
F19075748	22	BUTTONBUSH DR	05/03/2019	11:25:01	11:25:16	11:25:37	11:26:49	11:31:10	11:59:58	0:00:36	0:01:12	0:04:21	0:06:09
<b>Average Response Times:</b>										<b>0:00:36</b>	<b>0:01:12</b>	<b>0:04:21</b>	<b>0:06:09</b>
<b>Non Emergency Calls:</b>													
F19085612	22	PERSIMMON BLVD/SEMINOLE PRATT WHITNEY RD	05/19/2019		02:30:09	02:30:18	02:32:19	02:34:14	02:51:12	0:00:34	0:02:01	0:01:55	0:04:30
F19085966	26	140TH AVE N WLK	05/19/2019		16:48:51	16:49:05	16:50:00	16:55:25	17:08:59	0:00:39	0:00:55	0:05:25	0:06:59
F19087329	22	PERSIMMON BLVD WLK	05/21/2019	22:08:55	22:09:29	22:09:41	22:10:46	22:13:45	22:55:05	0:00:46	0:01:05	0:02:59	0:04:50
<b>Corrupt Data:</b>													
F19081823	22	SEMINOLE PRATT WHITNEY RD WLK	05/12/2019		19:15:19	19:15:27		19:15:30	19:25:20	Empty Time Fields			
F19074926	22	SEMINOLE PRATT WHITNEY RD/60TH ST N WLK	05/02/2019		00:52:03	00:52:07	00:54:25		01:02:58	Empty Time Fields			

**Total number of Events: 6**

\*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.



6/3/2019

# Palm Beach County Fire Rescue

## Westlake - # of Calls by Type

20190501 to 20190531

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	2
Assists\Investigations:	1
Alarms:	2
Inter-facility Transports:	1
<b>Total number of Events:</b>	<b>6</b>

### Calls by Situation Dispatched

