



# Seminole Improvement District and City of Westlake



## **Board of Supervisors**

Scott Massey, President  
Nelson Bennett, Vice President  
Dennis Church, Secretary

## **Council Members**

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

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## **Joint Meeting Agenda**

**Monday, November 4, 2019 at 5:00 p.m.**

- 1. Call to Order/Roll Call**
  - A. Seminole Improvement District
  - B. City of Westlake
- 2. Pledge of Allegiance**
- 3. Discussion of Intergovernmental Coordination and Cooperation**
- 4. Public Comment**
- 5. Adjournment**

### **District Office:**

Inframark, LLC  
210 N. University Drive, Suite 702  
Coral Springs, Florida 33071

### **Meeting Location:**

Westlake Council Chambers  
4005 Seminole Pratt Whitney Road  
Westlake, Florida

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

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

**February, 2018**

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 Section
  - a. Subsection

i. Paragraph

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

Nothing in this Agreement shall be construed to restrict Westlake's home rule powers, police powers, or Westlake's authority to amend its Comprehensive Plan and make planning, zoning, or other land use decisions.

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

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

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

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

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



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

### **13. Provision of Irrigation Water Service**

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

### **14. Roadways and Transportation Infrastructure**

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

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

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

#### **15. Surface Water Management and Drainage.**

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

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

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

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

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

- b. **Project Consultation.** No Party may expend funds or resources towards any project or action that falls within the categories listed in subsection 16(c) without first notifying the other Party in writing and requesting consultation on that item. After an Initiating Party notifies Responsive Party in writing of the project or action concerned:
- i. If both Parties agree in writing that the Initiating Party may undertake the project or action, then no further action is required and the Initiating Party may commence with the project or action immediately. If both Parties agree in writing that Responsive Party is the best Party to undertake the action, and the Responsive Party desires to undertake the action, then the Responsive Party may undertake the action or project; provided however, that the Responsive Party must commence substantial work on the action or project within 18 months or such other time as agreed to by the Parties. If such work is not commenced, the Initiating Party may issue a Request to Exercise Authority as provided for in Section 23 of this Agreement.
  - ii. If the Parties both desire to undertake the project or action and disagree as to which party is best able to undertake the Project, SID shall be given the right to undertake that project or activity; provided, however, that SID must commence substantial work on that project or activity within 18 months of the Project Consultation meeting where the item was discussed or within or such other time as agreed to by the Parties. \
  - iii. If the Responsive Party does not respond within 45 days to the written notice by the Initiating Party, the Responsive Party will be deemed to have consented to Initiating Party undertaking the project or action described in the notice.
- c. **Consultation Items.** The Parties agree that consultation is required prior to any undertakings, including but not limited to planning, expending funds, issuing procurement documents, and similar actions, for the following categories to the extent not addressed in Sections 9 and 12-15, above:
- i. Parking
  - ii. Parks or Recreational Facilities

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

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

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

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

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

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

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

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

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

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

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

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

**24. Fees.**

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

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

**26. Request for Exercise of Authority**

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



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

## **27. Request to Cease Actions**

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

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

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

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

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

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

**32. Miscellaneous**

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

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

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

with a copy to:

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

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

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

City Manager  
City of Westlake

4001 Seminole Pratt-Whitney Road  
Westlake, FL 33470

with a copy to:

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

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

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

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

- l. **No Impact on Funding.** If any portion of this Agreement is determined to disqualify or otherwise impair either Party's ability to collect taxes, assessments, or other revenue as provided by statute, that portion shall be deemed deleted from this Agreement and the remainder of the Agreement shall remain in effect.
- m. **No Transfer of Powers.** Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' responsibilities and understandings concerning coordination and non-duplication of services through cooperative measures, as authorized in Florida Statutes, Chapter 163. The governing bodies for Westlake and SID shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing within the territorial limits for their respective agencies shall apply to the same degree and extend to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.
- n. **Termination.** This Agreement shall terminate upon the Transition Date or upon earlier written agreement of the Parties.
- o. **Force Majeure.** In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of the other party, which may include, but is not limited to, acts of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe of plant facilities or line breaks, neither party shall be liable for such non-performance.

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

ATTEST:

**SEMINOLE IMPROVEMENT DISTRICT**

By:   
Secretary

By:   
Scott Massey, President

Dated: 2/14, 2018

DISTRICT ATTORNEY  
Approved as to form and legal sufficiency

By:  \_\_\_\_\_

Date: 2/14/18 \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk .

By:  \_\_\_\_\_  
Clerk, Sandra DeMarco

**CITY OF WESTLAKE, FLORIDA**  
BY ITS CITY COUNCIL

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

Printed Name: Sandra DeMarco

Dated: February 14, 2018

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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

By:  \_\_\_\_\_  
District Attorney, Robert P. Diefenderfer

APPROVED AS TO TERMS AND CONDITIONS

By:  \_\_\_\_\_  
Ken Cassel, District Manager

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

Dated: 2/14, 2018

DISTRICT ATTORNEY  
Approved as to form and legal sufficiency

By:  \_\_\_\_\_

Date: 2/14/18 \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk .

By:  \_\_\_\_\_  
Clerk, Sandra DeMarco

**CITY OF WESTLAKE, FLORIDA**  
BY ITS CITY COUNCIL

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

Printed Name: Sandra DeMarco

Dated: February 14, 2018

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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

By:  \_\_\_\_\_  
District Attorney, Robert P. Diefenderfer

APPROVED AS TO TERMS AND CONDITIONS

By:  \_\_\_\_\_  
Ken Cassel, District Manager

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

### Section 1. - Short title

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

### Section 2. - Legislative intent

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

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

### Section 3. - Incorporation of municipality; corporate limits

There is hereby created, effective June 20, 2016, in Palm Beach County, a new municipality to be known as the City of Westlake, which shall have a council-manager form of government. The corporate boundaries of the City of Westlake, hereinafter referred to as "City," are described as follows:

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

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

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



#### Section 4. - Municipal powers

The City shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City.

#### Section 5. - Transitional Council

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

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

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

#### Section 6. – First Elections

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

#### Section 7. – Oath of Office

Each person appointed or elected as a member of the City Council of said municipality, before entering upon the discharge of the duties of the office, shall take and subscribe the following oath before some officer authorized to administer oaths under the laws of the State of Florida: “I do solemnly swear (or affirm) that I will support and protect and defend the Constitution and government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty

and allegiance to the same; and that I am entitled to hold office under the Constitution of the United States and the Constitution and Laws of the State of Florida, and that I will faithfully perform all the duties of the office of [Mayor] [Councilman] of City of Westlake, Florida, upon which I am about to enter, so help me God.” This oath may be spread upon the minutes of the City Council.

## Section 8. - City Council

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

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

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

### C. *The mayor; powers and duties*

1. One member of the council shall be the mayor, who shall be elected to the office in the manner provided in section 8.A of this Charter, except as provided in this article for the filling of a vacancy in the office of mayor. The mayor shall have the same legislative powers and duties as any other councilmember, except as provided in section 8.C.2.
2. In addition to carrying out the regular duties under section 8.C.1., the mayor shall preside at the meetings of the council and shall be

recognized as the head of City government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents. The mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City council, consistent with general or special law.

D. *The vice-mayor.*

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

E. *Compensation and expenses.*

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

F. *General powers and duties of council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the council. The council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

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

1. *Vacancies.* A vacancy in the office of mayor or any councilmember shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office

which creates dual office holding, judicially determined incompetency, or forfeiture of office as described in section 8.G.2.?

2. *Forfeiture of office.* The mayor or any councilmember shall forfeit his or her office upon determination by the council, acting as a body, at a duly noticed public meeting that he or she:

- a. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
- b. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;
- c. Is convicted of a first-degree misdemeanor arising directly out of his or her official conduct or duties, or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;
- d. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
- e. Is absent from three consecutive regular council meetings without justifiable reason, or for any other reason established in this Charter.

3. *Suspension from office.* The mayor or any councilmember shall be suspended from office upon return of an indictment or issuance of any information charging the mayor or any councilmember with any crime which is punishable as a felony or with any crime arising out of his or her official duties which is punishable as a first degree misdemeanor. Pursuant thereto:

- a. During the period of suspension, the mayor or any councilmember shall not perform any official act, duty, or function, or receive any pay, allowance, emolument, or privilege of office.
- b. If the mayor or any councilmember is subsequently found not guilty of the charge, or if the charge is otherwise dismissed, reduced, or altered in such a manner that suspension would no longer be required as provided herein, the suspension shall be lifted and the mayor or any councilmember shall be entitled to receive full back pay and such other emoluments or allowances

as he or she would have been entitled to had the suspension not occurred.

4. *Filling of vacancies.*

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

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

1. Special meetings may be held at the call of the mayor, or in his or her absence, at the call of the vice-mayor. Special meetings may also be called upon the request of a majority of the council members. Unless of an emergency nature, the person or persons calling such a meeting shall provide not less than 72 hours' prior notice of the meeting to the public.



2. The elected or re-elected mayor and councilmembers shall be inducted into office at the first regularly scheduled meeting following certification of their election.
  3. A majority of the council shall constitute a quorum. No action of the council shall be valid unless adopted by an affirmative vote of the majority of the councilmembers in attendance, unless otherwise provided by law. All actions of the City council shall be by ordinance, resolution, or motion.
- I. *City records.* The council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the council, and the same shall at all times be a public record. The council shall further maintain a current codification of all ordinances. Such codification shall be printed and shall be made available for distribution to the public on a continuing basis. All ordinances or resolutions of the council shall be signed by the mayor, or vice-mayor in the absence or disability of the mayor, or by the acting mayor in the absence or disability of both the mayor and the vice-mayor, and attested to by the City clerk.
  - J. *Adoption of codes.* The council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance and may amend the code in the adopting ordinance or later amendatory ordinance. The procedures and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally, except that:
    1. Requirements regarding distribution and filing of copies of the ordinance shall not be construed to require distribution and filing of copies of the adopted code of technical regulations, except as provided in Section 8.J.2.
    2. A copy of each adopted code of technical regulations, as well as of the adopting ordinance, shall be authenticated and recorded by the City clerk.
  - K. *Limitation of employment of councilmembers.* Neither the mayor nor any councilmember shall be in the employment of the City while in office, nor shall any former mayor or councilmember be employed by the City until after the expiration of one year from the time of leaving office.
  - L. *Noninterference by City council.* Except for the purposes of inquiry and information, the mayor and councilmembers are expressly prohibited from interfering with the performance of the duties of any employee of the City government who is under the direct or indirect supervision of the City manager or City attorney. Such action shall be malfeasance within the meaning of Sections 112.317 and 112.51, Florida Statutes.

## Section 9. - Budget and Appropriations

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

#### Section 10. - Charter Officers

- A. *Designation.* The City manager and the City attorney are designated as Charter officers; the offices of City manager or City attorney shall be contracted to a qualified individual or firm as to the former or an attorney or law firm as to the latter and shall not be City employees.
- B. *Appointment; removal; compensation; filling of vacancies.*
  - 1. The Charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.
  - 2. The Charter officers shall be removed from office only by a majority vote of the full council. Upon demand by a Charter officer, a public hearing shall be held prior to such removal.

3. The compensation of the Charter officers shall be fixed by the City council.
  4. The City council shall begin the process to fill a vacancy in a Charter office within 90 days of the vacancy. An acting City manager or an acting City attorney may be appointed by the council during a vacancy in such Charter office.
  5. The Charter officers shall not be a candidate for City council while holding their Charter officer position.
- C. *City manager.* The City manager shall be the chief administrative officer of the City.
1. *Qualifications.* The City manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.
  2. *Powers and duties.* The City manager shall:
    - a. As the chief administrative officer of the City, direct and supervise the administration of all departments, offices, and agencies of the City, except the offices of City attorney, and except as otherwise provided by this Charter or by law.
    - b. Appoint, suspend, or remove any employee of the City or appointive administrative officer provided for, by, or under this Charter, except the office of City attorney, and except as may otherwise be provided by law, this Charter, or personnel rules adopted pursuant to the Charter. The City manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
    - c. Ensure that all laws, provisions of this Charter, and acts of the council are faithfully executed.
    - d. Prepare and submit the annual budget, and capital program to the council in the form prescribed by ordinance.
    - e. Attend meetings of the City council.
    - f. Draw and sign vouchers upon depositories as provided by ordinance, and keep, or cause to be kept, a true and accurate account of same.



- g. Sign all licenses issued by the City, and issue receipts for all moneys paid to the City, and deposit said moneys in the proper depositories on the first banking day after receipt. The City manager may delegate the responsibilities of this subparagraph to an appropriate City employee who shall be bonded.
- h. Provide administrative services in support of the official duties of the mayor and the council.
- i. Keep the council advised as to the financial condition and future needs of the City and make recommendations to the council concerning the affairs of the City.
- j. Submit to the council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
- k. Sign contracts on behalf of the City to the extent authorized by ordinance.
- l. I. Perform such other duties as are specified in this Charter or as may be required by the council.

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

- 1. *Qualifications.* The City attorney shall be a member of The Florida Bar in good standing.
- 2. *Powers and duties.* The City attorney:
  - a. Shall serve as chief legal advisor to the City council, the Charter officers, and all City departments, offices and agencies.
  - b. May hire such assistants as may be required, when approved by the City council.
  - c. Shall attend City council meetings unless excused by the City council, and shall perform such professional duties as may be required by law or by the council in furtherance of the law.
  - d. Shall prepare an annual budget for the operation of the office of the City attorney and shall submit this budget to the City manager for inclusion in the annual City budget, in accordance with uniform City procedures.

## Section 11. - Elections

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

receiving the highest number of votes cast for the office in the second election shall be elected to such office. If the vote at the second election results in a tie, the outcome shall be determined by lot.

- G. *City canvassing board.* The City canvassing board shall be composed of those members of the City council who are not candidates for reelection and the City clerk, who shall act as chairperson. At the close of the polls of any City election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chairperson and shall proceed to publicly canvass the vote as shown by the returns then on file in the office of the City clerk, and then shall publicly canvass the absentee elector ballots. The canvassing board shall prepare and sign a certificate containing the total number of votes cast for each candidate or other measure voted upon. The certificate shall be placed on file with the City clerk.
- H. *Recall of City councilmembers.* Any member of the City council may be removed from office by the electors of the City following the procedures for recall established by general law.

#### Section 12. - Transition Schedule

- A. *Creation and establishment of City.* For the purpose of compliance with F.S. § 200.066, relating to assessment and collection of ad valorem taxes, the City is hereby created and established effective \_\_\_\_\_.
- B. *First year expenses.* The City council, in order to provide moneys for the expenses and support of the City, shall have the power to borrow money necessary for the operation of City government until such time as a budget is adopted and revenues are raised in accordance with the provisions of this Charter.
- C. *Transitional ordinances and resolutions.* The City council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting may be passed as emergency ordinances. These transitional ordinances, passed as emergency ordinances, shall be effective for no longer than 90 days after adoption, and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.
- D. *Transitional comprehensive plan and land development regulations.*
  - 1. Until such time as the City adopts a comprehensive plan, the applicable provisions of the Comprehensive Plan of Palm Beach County, as the same exists on the day the City commences corporate existence, shall remain in effect as the City's transitional comprehensive plan. However, all planning functions, duties, and authority to administer shall thereafter be vested in the City Council of Westlake which shall be deemed the local planning agency until the council establishes a separate local

planning agency. Nothing in this Charter will divest any landowner in the City of development rights under existing zoning and land use approvals

2. All powers and duties of the planning commission, zoning authority, any boards of adjustment, and the County Commission of Palm Beach County, as set forth in these transitional zoning and land use regulations, shall be vested in the City Council until such time as the City council delegates all or a portion thereof to another entity.
3. Subsequent to the commencement of the City's corporate existence, no amendment of the comprehensive plan or land development regulations enacted by the Palm Beach County Commission shall be deemed as an amendment of the City's transitional comprehensive plan or land development regulations or otherwise take effect within the City's corporate limits unless approved by the City council.

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

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

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

- A. *Palm Beach County Fire Rescue Municipal Service Taxing Unit; continuation.* Notwithstanding the incorporation of the City, that portion of the Palm Beach County Fire Rescue Municipal Service Taxing Unit, a special taxing district created by the Palm Beach County Commission that lies within the boundaries of the City, is authorized to continue in existence, until the City adopts an ordinance to the contrary. However the City shall not establish a City fire department without a referendum.
- B. *Law enforcement.* Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the City adopts an ordinance to the contrary. The City shall not establish a City police department without a referendum.
- C. *Palm Beach County Library Taxing District; continuation.* Notwithstanding the incorporation of the City, that portion of the Palm Beach County Library Taxing District, a dependent district of Palm Beach County created by Laws of Fla., ch.

67-1869, as amended, that lies within the boundaries of the City, is authorized but not required to continue in existence.

- D. *Palm Beach County Municipal Service Taxing Unit B.* That portion of Palm Beach County Municipal Service Taxing Unit B, a dependent district of Palm Beach County created by the Palm Beach Commission that lies within the boundaries of the City, shall cease to exist within the municipal boundaries of the City on the effective date of incorporation.
- E. *Palm Beach County Municipal Service Taxing Unit C.* [check applicability] That portion of Palm Beach County Municipal Service Taxing Unit C, a dependent district of Palm Beach County created by the Palm Beach County Commission that lies within the boundaries of the City of Westlake, shall cease to exist within the municipal boundaries of the City on the effective date of incorporation.
- F. *Palm Beach County Municipal Service Taxing Unit F.* [check applicability] That portion of Palm Beach County Municipal Service Taxing Unit F, a dependent district of Palm Beach County created by the Palm Beach County Commission that lies within the boundaries of the City, shall cease to exist within the municipal boundaries of the City on the effective date of incorporation.
- G. *Seminole Improvement District continuation and transfer.* The Seminole Improvement District, an independent special district created by a special act of the Legislature, shall become a dependent district of the City of Westlake on the earlier to occur of thirty (30) years after the effective date of this Charter, or the date mutually agreed to by the City and the District (the "Transition Date"). All special acts of the Seminole Improvement District shall become Ordinances of the City of Westlake on the Transition Date.
  - 1. Effective on the Transition Date, the assets, liabilities, and written contracts of the Seminole Improvement District, including all rights, obligations, duties and relationships now existing by law or agreement, shall be unaffected and shall remain in full force and effect and shall be those of the district as a dependent district of the City of Westlake. All rights, obligations, duties, and relationships now existing by law or agreement shall remain in full force and effect and shall be those of the district as a dependent district of the City. All rights, claims, actions, orders, and all contracts of the special district and all legal or administrative proceedings involving the district shall continue in full force and effect under the jurisdiction of the district as a dependent district of the City.
  - 2. Effective on the Transition Date, at 7 p.m., the terms of office of the Board of Supervisors of the Seminole Improvement District shall terminate, and the City councilmembers of the City of Westlake shall assume the duties and responsibilities of the Board of Supervisors.



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

#### Section 14. - General Provisions

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

#### Section 15. - Severability

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

#### Section 16. - Effective Dates

This Charter shall take effect only upon its approval by a majority vote of those qualified electors residing within the proposed corporate limits of the proposed City of Westlake voting in a referendum election to be held on June 20, 2016, in accordance with the provisions of law relating to elections currently in force.

## House Bill No. 1559

An act relating to Seminole Water Control District, Palm Beach County; codifying and reenacting provisions of chapters 70-854 and 88-504, Laws of Florida; providing for codification of special acts relating to Seminole Water Control District, a special tax district created pursuant to chapter 70-854, Laws of Florida, as amended, pursuant to s. 189.429, F.S.; providing that the name of the District shall be the Seminole Improvement District; providing for legislative intent; providing for applicability of chapter 298, F.S., and other general laws; providing additional authority relating to the provision of public infrastructure, services, assessment, levy and collection of taxes, non-ad valorem assessments and fees, public finance, and District operations; providing powers of the District; providing for compliance with county plans and regulations; providing for election of a Board of Supervisors; providing for organization, powers, duties, terms of office, and compensation of the board; providing for levy of ad valorem taxes and non-ad valorem assessments; providing for costs; requiring referendums under specified circumstances; providing for collection, enforcement, and penalties; providing for issuance of revenue bonds, assessment bonds, and bond anticipation notes; providing for general obligation bonds; providing a District charter; providing for repeal of prior special acts related to the Seminole Water Control District; providing severability; providing that this act shall take precedence over any conflicting law to the extent of such conflict; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Chapters 70-854 and 88-504, Laws of Florida, are codified, reenacted, amended, and repealed as herein provided.

Section 2. The Seminole Water Control District is re-created and re-named and the charter for such District is re-created and reenacted to read:

Section 1. District renamed.—The Seminole Water Control District shall henceforth be known as the Seminole Improvement District.

Section 2. Intent.—Pursuant to section 189.429, Florida Statutes, this act constitutes the codification of all special acts relating to the Seminole Water Control District. It is the intent of the Legislature in enacting this law to provide a single, comprehensive special act charter for the District, including all current legislative authority granted to the District by its several legislative enactments, any additional authority granted by this act, and authority granted by applicable general law.

Section 3. District created and boundaries thereof.—For the purposes of providing public infrastructure, services, the assessment, levy, and collection of taxes, non-ad valorem assessments and fees, the operation of District facilities and services, and all other purposes stated in this act consistent

with chapters 189 and 298, Florida Statutes, and other applicable general law, an independent improvement district is hereby created and established in Palm Beach County, Florida, to be known as the Seminole Improvement District, the territorial boundaries of which shall be as follows, to-wit:

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

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

All in the County of Palm Beach, State of Florida, consisting of 4,032 acres, more or less.

Section 4. Provisions of other laws made applicable.—The provisions of chapter 298, Florida Statutes, and all of the laws amendatory thereof, now existing or hereafter enacted are hereby declared to be applicable to said Seminole Improvement District. Said Seminole Improvement District shall have all of the powers and authorities mentioned in or conferred by said chapter 298, Florida Statutes, as it may be amended from time to time.

Section 5. Powers of the District; compliance with county plans and regulations.—

(1) Said District shall have the following powers:

(a) To sue and be sued by its name in any court of law or in equity, to make contracts, to adopt and use a corporate seal and to alter the same at pleasure;

(b) To acquire by purchase, gift, or condemnation real and personal property, either or both, within or without the district, and to convey and dispose of such real and personal property, either or both, as may be necessary or convenient to carry out the purposes, or any of the purposes, of this act, and chapter 298, Florida Statutes;

(c) To construct, operate, and maintain canals, ditches, drains, levees, lakes, ponds, and other works for water management and control purposes;

(d) To acquire, purchase, operate, and maintain pumps, plants, and pumping systems for water management and control purposes;

(e) To construct, operate, and maintain irrigation works, machinery, and plants;

(f) To construct, improve, pave, and maintain roadways and roads necessary and convenient for the exercise of the powers or duties or any of the powers or duties of said District or the supervisors thereof; and to include as a component of roads, parkways, bridges, landscaping, irrigation, bicycle and jogging paths, street lighting, traffic signals, road striping, and all other customary elements of a modern road system;

(g) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for



providing transportation throughout the District, including private or contract carriers, buses, vehicles, railroads, and other transportation facilities, to meet the transportation requirements of the District in activities conducted within the District;

(h) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain parking facilities within the District boundaries;

(i) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses;

(j) To acquire, construct, finance, operate, and maintain water plants and systems to produce, purify, and distribute water for consumption;

(k) To acquire, construct, finance, operate, and maintain sewer systems for the collection, disposal, and reuse of waste and to prevent water pollution in the District;

(l) To levy ad valorem taxes, non-ad valorem assessments, prescribe, fix, establish, and collect rates, fees, rentals, fares, or other charges, and to revise the same from time to time, for the facilities and services furnished or to be furnished by the District and to recover the cost of making connection to any District facility or system;

(m) To provide for the discontinuance of service and reasonable penalties including attorney's fees, against any user or property for any such rates, fees, rentals, fares, or other charges that become delinquent and require collection. However, no charges or fees shall be established until after a public hearing of the board at the District at which all affected persons shall be given an opportunity to be heard;

(n) To enter into agreements with any person, firm, or corporation for the furnishing by such person, firm, or corporation of any facilities and services of the type provided for in this act;

(o) To enter into impact fee credit agreements with local general purpose governments. In the event the District enters into an impact fee credit agreement with a local general purpose government where the District constructs or makes contributions for public facilities for which impact fee credits would be available, the agreement may provide that such impact fee credits shall inure to the landowners within the District in proportion to their relative assessments, and the District shall, from time to time, execute such instruments (such as assignments of impact fee credits) as may be necessary or desirable to accomplish or confirm the foregoing.

(p) To construct and maintain facilities for and take measures to control mosquitoes and other arthropods of public health importance;

(q) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and

facilities for conservation areas, mitigation areas and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property;

(r) To borrow money and issue negotiable or other bonds of said District as hereinafter provided; to borrow money, from time to time, and issue negotiable or other notes of said district therefore, bearing interest at not exceeding the maximum interest allowable by law, in anticipation of the collection of taxes, levies, and assessments or revenues of said district, and to pledge or hypothecate such taxes, levies, assessments, and revenues to secure such bonds, notes, or obligations, and to sell, discount, negotiate, and dispose of the same;

(s) To provide public safety, including, but not limited to, security, guard-houses, fences and gates, electronic intrusion detection systems and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general purpose government agencies for an increased level of such service within the District boundaries;

(t) To provide systems and facilities for fire prevention and control and emergency medical services, including the construction or purchase of fire stations, water mains and plugs, fire trucks, and other vehicles and equipment consistent with any adopted Palm Beach County ordinances, rules, or regulations if authorized by the county;

(u) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, and maintain additional systems and facilities for school buildings and related structures, which may be leased, sold, or donated to the school district for use in the educational system when authorized by the District school board;

(v) To establish and create such departments, committees, boards or other agencies, including a public relations committee, as from time to time the Board of Supervisors may deem necessary or desirable in the performance in the acts or other things necessary to the exercise of the powers provided in this act, and to delegate to such departments, boards, or other agencies such administrative duties and other powers as the Board of Supervisors may deem necessary or desirable; and

(w) To exercise all other powers necessary convenient or proper in connection with any of the powers or duties of said District stated in this act. The powers and duties of said District shall be exercised by and through the Board of Supervisors thereof, which board shall have the authority to employ engineers, attorneys, agents, employees, and representatives as the Board of Supervisors may, from time to time, determine, and to fix their compensation and duties. However, in addition thereto, said District shall have all of the powers provided for in chapter 298, Florida Statutes, as amended from time to time. All powers and authority of the District shall extend and apply to the District as a whole and to each unit of development as, from time to time, may be designated by the Board of Supervisors.

(2) Notwithstanding any authority contained within this section, the development, operation, or maintenance of any District facilities or services shall comply with the adopted comprehensive plan for Palm Beach County and any adopted land development regulations or specialized plans adopted thereunder which apply within the geographic boundaries of the District.

Section 6. Board of Supervisors, organization, powers, duties, and terms of office.—

(1) There is hereby created a Board of Supervisors of Seminole Improvement District which shall be the governing body of said District. Said Board of Supervisors shall consist of three (3) persons, who, except as herein otherwise provided, shall hold office for the term of three (3) years and until their successors shall be duly elected and qualified.

(2) Each year during the month of June, beginning with the month of June, 1971, a Supervisor shall be elected, as hereinafter provided, by the landowners of said District to take the place of the retiring Supervisor. All vacancies or expirations on said board shall be filled as required by this act and chapter 298, Florida Statutes. The Supervisors of said Seminole Improvement District shall be residents of the State of Florida and citizens of the United States. In case of a vacancy in the office of any Supervisor, the remaining Supervisors may fill such vacancy until the next annual meeting of the landowners, when his or her successor shall be elected by the landowners for the unexpired term. As soon as practicable after their election, the Board of Supervisors of said District shall organize by choosing one of their number president of said Board of Supervisors and by electing some suitable person secretary, who may or may not be a member of said Board. The Board of Supervisors shall adopt a seal which shall be the seal of said District. At each annual meeting of the landowners of the District, the Board of Supervisors shall report all work undertaken or completed during the preceding year, and the status of the finances of the District.

(3) All Supervisors shall hold office until their successors shall be elected and qualified. Whenever any election shall be authorized or required by this act to be held by the landowners at any particular or stated time or day, and if for any reason such election shall not or cannot be held at such time or on such day, then in such event and in all and every such event, the power or duty to hold such election shall not cease or lapse, but such election shall be held thereafter as soon as practicable and consistent with this act.

Section 7. Compensation of Board.—Each Supervisor shall be paid for his or her services a per-diem of twenty-five Dollars (\$25.00) for each day actually engaged in work pertaining to the said District. In addition to the said per-diem, Supervisors shall be paid travel and related expenses at rates authorized by general law for public officials pursuant to chapter 112, Florida Statutes.

Section 8. Meetings of landowners; election of Supervisors.—Each year during the month of June, beginning with the month of June in the year 1971, a meeting of the landowners of said District shall be held for the purpose of electing a Supervisor to take the place of the retiring Supervisor,

and hearing reports of the Board of Supervisors. Elections shall be conducted in accord with applicable provisions of chapter 298, Florida Statutes, as amended from time to time.

Section 9. Taxes; non-ad valorem assessments.—

(1) AD VALOREM TAXES.—The Board of Supervisors, subject to referendum approval pursuant to Art. VII, s. 9 of the State Constitution, shall have the power to levy and assess an ad valorem tax on all the taxable real and tangible personal property in the District to pay the principal of and interest on any general obligation bonds of the District, to provide for any sinking or other funds established in connection with any such bonds, and to pay the costs for construction or maintenance of any of the projects or activities of the District authorized by the provisions of this act or applicable general law. The total amount of such ad valorem taxes levied in any year shall not be in excess of ten (10) mills on the dollar per annum on the assessed value of the taxable property within the District. The ad valorem tax provided for herein shall be in addition to county and municipal ad valorem taxes provided for by law.

(2) REFERENDUM REQUIRED.—No residential or related urban development shall be authorized or undertaken pursuant to this act until the referendum required by Art. VII, s. 9 of the State Constitution is conducted. Such referendum shall be conducted within two (2) years after the effective date of this act at the expense of the District.

(3) NON-AD VALOREM ASSESSMENTS.—Non-ad valorem assessments for the construction, operation, or maintenance of District facilities, services, and operations shall be assessed, levied, and collected pursuant to chapter 298, chapter 170, or chapter 197, Florida Statutes, as amended from time to time.

(4) TAXES, ASSESSMENTS, AND COSTS, A LIEN ON LAND AGAINST WHICH ASSESSED, ETC.—All taxes and assessments provided for in this act, together with all penalties for default in payment of the same, all costs in collecting the same, shall, from the date of assessment thereof until paid, constitute a lien of equal dignity with the liens for county taxes, and other taxes of equal dignity with county taxes, upon all the lands against which such taxes shall be levied as is provided in this chapter.

(5) COMPENSATION OF PROPERTY APPRAISER, TAX COLLECTOR AND CLERK OF THE CIRCUIT COURT.—The Property Appraiser, Tax Collector and Clerk of the Circuit Court of Palm Beach County shall be entitled to compensation for services performed in connection with taxes and assessments of said District as provided by general law.

(6) LEVIES OF NON-AD VALOREM ASSESSMENTS ON LAND LESS THAN ONE (1) ACRE.—In levying and assessing all assessments, each tract or parcel of land less than one (1) acre in area shall be assessed as a full acre, and each tract or parcel of land more than one (1) acre in area which contains a fraction of an acre shall be assessed at the nearest whole number of acres, a fraction of one half or more to be assessed as a full acre.

Section 10. When unpaid taxes and assessments delinquent; penalty.—All taxes and assessments provided for in this act shall be and become delinquent and bear penalties on the amount of said taxes in the same manner as county taxes.

Section 11. Enforcement of taxes and assessments.—The collection and enforcement of all taxes and assessments levied by said District shall be at the same time and in like manner as county taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes, the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes, the redemption thereof, the issuance to individuals of tax deeds based thereon, and all other procedure in connection therewith, shall be applicable to said District and the delinquent and unpaid taxes of said District to the same extent as if said statutory provisions were expressly set forth in this act. All taxes and assessments shall be subject to the same discounts as county taxes.

Section 12. (1) ISSUANCE OF REVENUE BONDS, ASSESSMENT BONDS, AND BOND ANTICIPATION NOTES.—

(a) In addition to the other powers provided the District, and not in limitation thereof, the District shall have the power, pursuant to chapter 298, Florida Statutes, and applicable general law as amended from time to time, at any time, and, from time to time, after the issuance of any bonds of the District shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue.

(b) Pursuant to chapter 298, Florida Statutes, and applicable general law as amended from time to time, the District shall have the power to issue assessment bonds and revenue bonds, from time to time, without limitation as to amount for the purpose of financing those systems and facilities provided for in section 5. Such revenue bonds may be secured by, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects; from the rates, fees, or other charges to be collected from the users of any project or projects; from any revenue-producing undertaking or activity of the District; from special assessments; or from any other source or pledged security. Such bonds shall not constitute an indebtedness of the District, and the approval of the qualified electors shall not be required unless such bonds are additionally secured by the full faith and credit and taxing power of the District.

(c) Any issue of bonds may be secured by a trust agreement by and between the District and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the District and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the board may approve, including, without limitation, covenants setting forth the duties of

the District in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges, and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation.

(d) Bonds of each issue shall be dated; shall bear interest at such rate or rates, including variable rates, which interest may be tax exempt or taxable for federal income tax purposes; shall mature at such time or times from their date or dates; and may be made redeemable before maturity at such price or prices and under such terms and conditions as may be determined by the board.

(e) The District shall have the power to issue bonds for the purpose of refunding any outstanding bonds of the District.

(2) GENERAL OBLIGATION BONDS.—

(a) Pursuant to this act, the District shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects or to refund outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of thirty-five percent (35%) of the assessed value of the taxable property within the District as shown on the pertinent tax records at the time of the authorization of the general obligation bonds for which the full faith and credit of the District is pledged. Except for refunding bonds, no general obligation bonds shall be issued unless the bonds are issued to finance or refinance a capital project and the issuance has been approved at an election held in accordance with the requirements for such election as prescribed by the State Constitution. Such elections shall be called to be held in the District by the Board of County Commissioners of the County upon the request of the Board of the District. The expenses of calling and holding an election shall be at the expense of the District and the District shall reimburse the county for any expenses incurred in calling or holding such elections.

(b) The District may pledge its full faith and credit for the payment of the principal and interest on such general obligation bonds and for any reserve funds provided therefor and met unconditionally and irrevocably pledge itself to ad valorem taxes on all taxable property within the District, to the extent necessary for the payment thereof, without limitations as to greater amount.

(c) If the board determines to issue general obligation bonds for more than one capital project, the approval of the issuance of the bonds for each and all such projects may be submitted to the elector on one and the same ballot. The failure of the electors to approve the issuance of bonds for any one or more of the capital projects shall not defeat the approval of bonds for any capital project which has been approved by the electors.

(d) In arriving at the amount of general obligation bonds permitted to be outstanding at any one time pursuant to paragraph (a), there shall not be

included any general obligation bonds which are additionally secured by the pledge of:

1. Special assessments levied in the amount sufficient to pay the principal and interest on a general obligation bond so additionally secured, which assessments have been equalized and confirmed by resolution or ordinance of the board pursuant to section 170.08, Florida Statutes.

2. Water revenues, sewer revenues, or water and sewer revenues of the District to be derived from user fees in an amount sufficient to pay the principal and interest on the general obligation bond so additionally secured.

3. Any combination of assessments and revenues described in subparagraphs 1 and 2.

Section 13. Minimum charter requirements.—

(1) The District is organized and exists for all purposes set forth in this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(2) The powers, functions, and duties of the District regarding ad valorem taxation, bond issuance, other revenue-raising capabilities, budget preparation and approval, liens and foreclosure of liens, use of tax deeds and tax certificates as appropriate for non-ad valorem assessments, and contractual agreements shall be as set forth in chapters 170, 189, and 298, Florida Statutes, or any other applicable general or special law, as they may be amended from time to time.

(3) The District was created by special act of the Florida Legislature by chapter 70-854, Laws of Florida, in accordance with chapter 298, Florida Statutes.

(4) The District's charter may be amended only by special act of the Legislature.

(5) In accordance with chapter 189, Florida Statutes, this act, and section 298.11, Florida Statutes, the District is governed by a three-member board, elected on a one-acre, one-vote basis by the landowners in the District. The membership and organization of the board shall be as set forth in this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(6) The compensation of board members shall be governed by this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(7) The administrative duties of the Board of Supervisors shall be as set forth in this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(8) Requirements for financial disclosure, meeting notices, reporting, public records maintenance, and per-diem expenses for officers and employ-

ees shall be as set forth in chapters 112, 189, 286, and 298, Florida Statutes, as they may be amended from time to time.

(9) The procedures and requirements governing the issuance of bonds, notes, and other evidence of indebtedness by the District shall be as set forth in chapter 298, Florida Statutes, and applicable general laws, as they may be amended from time to time.

(10) The procedures for conducting District elections and for qualification of electors shall be pursuant to this act and chapters 189 and 298, Florida Statutes, as they may be amended from time to time.

(11) The District may be financed by any method established in this act, chapter 298, Florida Statutes, and applicable general laws, as they may be amended from time to time.

(12) The methods for collecting non-ad valorem assessments, fees, or service charges shall be as set forth in chapters 197 and 298, Florida Statutes, and other applicable general laws as they may be amended from time to time.

(13) The District's planning requirements shall be as set forth in this act.

(14) The District's geographic boundary limitations shall be as set forth in this act.

Section 3. Chapters 70-854 and 88-504, Laws of Florida, are repealed.

Section 4. In case any one or more of the sections or provisions of this act or the application of such sections or provisions to any situations, circumstances, or person shall for any reason be held to be unconstitutional, such unconstitutionality shall not affect any other sections or provisions of this act or the application of such sections or provisions to any other situation, circumstance or person, and it is intended that this law shall be construed and applied as if such section or provision had not been included herein for any unconstitutional application.

Section 5. In the event of a conflict between the provisions of this act and the provisions of any other act, the provisions of this act shall control to the extent of such conflict.

Section 6. This act shall take effect upon becoming a law.

Approved by the Governor June 7, 2000.

Filed in Office Secretary of State June 7, 2000.