

Council Members

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



City of Westlake

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

Regular Meeting
Monday, January 8, 2018

Meeting Location
Westlake Council Chambers
4005 Seminole Pratt-Whitney Road
Westlake, FL 33470
7:00 PM

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

City of Westlake**Council Members**

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January 3, 2018

City Council
 City of Westlake

Dear Mayor and Council:

The City Council of the City of Westlake will hold a regular meeting on Monday, January 8, 2018 at 7:00 p.m. at the Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida. Following is the advance agenda for the meeting.

1. Call to Order/ Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Audience Comments on Agenda Items (3) Minute Time Limit
5. Approval of the Minutes of the December 11, 2017 Meeting
6. Approval of Financial Statements for November 2017
7. Consideration of Budget Amendment for Housing Assistance Program
8. Increase in Scope of Work by Inframark, LLC

FIRST READING OF ORDINANCE

9. Recommendation to the City Council to Approve City Ordinance 2018-1, Amending the City's Interim Land Development Code, Article 1, Section D, Providing for a Definition and Calculation for Density Transition Zone; Article 1, Section F, Providing for Amendments to the Definition of Fitness Center; and Article 1, Section M, Providing for Amendments to the Definition of Medical or Dental Offices
10. Recommendation to the City Council to Approve City Ordinance 2018-2, Amending the City's Interim Land Development Code, Article 3, Chapter E, Planned Development Districts ("PDDs"), Section 1(B), Table 3.E.1.B., Providing for Additional Types of Uses within the PDD Use Matrix Table for the Economic Development Center ("EDC") Category for Mixed Use Plan Developments ("MUPD") and Planned Unit Developments ("PUD"); Providing for Amendments to the Uses Allowed within Each Category
11. Recommendation to the City Council to Approve City Ordinance 2018-3, Amending the City's Interim Land Development Code, Article 3, Section 2, Planned Unit Developments ("PUDs"), Required Standards for Neighborhood Park, Table 3.E.2.C, Entitled Minimum Thresholds, Table 3.E.2.C., Entitled PUD Land Use Mix, and Table 3.E.2.D., Entitled PUD Property Development Regulations, Providing for Changes in the Planned Unit Developments ("PUD") District
12. Recommendation to the City Council to Approve City Ordinance 2018-4, Amending the City's Interim Land Development Code, Article 3, Chapter F, Section 1, Table 3.F.1.F. Traditional Development District ("TDDs") Permitted Use Schedule, Section 1, Table 3.F.2.A., Block Dimension Requirements, Street Design, Table 3.F.2.A, Sidewalk/Pathway Design Standards, Bicycle Parking, Landscape and Buffering, Fencing and Walls, Providing for Changes in the

- Traditional Development District (“TDDs”); Providing for Amendments to the Approval Process, Block Lengths and Street Design Standards
13. Recommendation to the City Council to Approve City Ordinance 2018-5, Amending the City’s Interim Land Development Code, Article 3, Chapter F, Section 3, Traditional Neighborhood Development District (“TNDs”), Table 3.F.3.C. TND Land Use, General Standards and Table 3.F.3.E., TND Residential Lot Size and Setback Regulations; Article 3, Chapter F, Section 3(D) and Section 3(E); Providing for Changes in the Traditional Neighborhood Development District (“TND”); Providing for Amendments to the Land Use, General Standards, Lot Size and Setback Regulations
 14. Recommendation to the City Council to Approve City Ordinance 2018-6, Amending the City’s Interim Land Development Code, Article 4, Chapter B, Supplementary Use Standards, Section 1, Uses, Providing for Changes in the Location, Use Limitation, and Development Thresholds for Place of Worship, Providing for a Modification of the Uses Permitted in Medical or Dental Office and Providing for Approval Process for Use in Retail Sales, General

SECOND READING OF ORDINANCE

15. Ordinance 2017-7, Establishing Mandatory Solid Waste Collection
16. Ordinance 2017-8, Granting Franchise Agreement
17. City Manager
18. City Attorney
19. Council Comments
20. Audience Comments on Other Items (3) Minute Time Limit
21. Adjournment

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

Sincerely,

Kenneth Cassel

Kenneth G. Cassel
 City Manager

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

Fifth Order of Business

**MINUTES OF MEETING
CITY OF WESTLAKE**

A meeting of the City Council of the City of Westlake was held on Monday, December 11, 2017, at 7:00 p.m., at the Westlake Community Center, 4005 Seminole-Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

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

Also present were:

Kenneth Cassel	City Manager
Pam E. Booker, Esq.	City Attorney
John Carter	Minto PBLH, LLC
Stephanie Mitrione	FP&L
Patrick Bryan	FP&L
Suzanne Cabrera	Housing Leadership Council
Jonathan Brown	Department of Housing and Economic Sustainability

The following is a summary of the minutes and actions taken during the December 11, 2017 City of Westlake Council Meeting.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mayor Manning called the meeting to order and Mr. Cassel called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Approval of Agenda

On MOTION by Councilman Everett seconded by Councilwoman Crump with all in favor the agenda was approved.

FOURTH ORDER OF BUSINESS

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

There being none, the next item followed.

December 11, 2017

FIFTH ORDER OF BUSINESS

Approval of the Minutes of the November 13, 2017 Meeting

On MOTION by Councilwoman Crump seconded by Councilman Stanavitch with all in favor the minutes of the November 13, 2017 meeting were approved.

SIXTH ORDER OF BUSINESS

Approval of Financial Statements for October 2017

Mr. Cassel noted the funding for the affordable housing program will be in the November financial statements.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Everett with all in favor the financials were approved.

SEVENTH ORDER OF BUSINESS

Seminole Ridge High School Construction Academy Event

Mr. Carter provided an overview of Minto's charitable foundation, which will donate \$75,000 to Habitat for Humanity to sponsor a home being built by students at the Seminole Ridge High School Construction Academy. He extended an invitation to the Council to attend the check presentation ceremony.

FIRST READING OF ORDINANCE

EIGHTH ORDER OF BUSINESS

Ordinance 2017-7, Establishing Mandatory Solid Waste Collection

Mr. Cassel read Ordinance 2017-7 by title only.

On MOTION by Councilwoman Crump seconded by Councilman Everett with all in favor the first reading of Ordinance 2017-7, establishing mandatory solid waste collection, was approved.

NINTH ORDER OF BUSINESS

Ordinance 2017-8, Granting Franchise Agreement

Mayor Manning asked about the 6% payment of monthly billings and asked if it can be increased.

Ms. Booker responded 6% is in line with other municipalities in West Palm Beach.

Ms. Stephanie Mitrione addressed the council and stated 6% is the highest FP&L goes.

Mr. Cassel read Ordinance 2017-8 by title only.

On MOTION by Councilman Stanavitch seconded by Vice Mayor Long Robinson with all in favor the first reading of 2017-8, granting franchise agreement, was approved.

SECOND READING OF ORDINANCES

TENTH ORDER OF BUSINESS **Ordinance 2017-6, Affordable Housing Program**

Ms. Booker reviewed minor changes made to the ordinance since the first reading.

Mr. Cassel read Ordinance 2017-6 by title only.

On MOTION by Vice Mayor Long Robinson seconded by Councilman Everett with all in favor Ordinance 2017-6, establishing an affordable housing program, was adopted with the revisions made.

ELEVENTH ORDER OF BUSINESS **City Manager**

Mr. Cassel provided an overview of construction work on Seminole Pratt Whitney Road.

TWELFTH ORDER OF BUSINESS **City Attorney**

Ms. Booker stated a response is being prepared for the letter addressed to the Mayor from a business owner located within SID and the City of Westlake.

THIRTEENTH ORDER OF BUSINESS **Audience Comments on Other Items (3)
Minute Time Limit**

- Vice Mayor Long Robinson reported she will be hosting a toy drive on December 21, 2017 along with four other business owners at 422 North Wood Road from 6:30 p.m. to 8:30 p.m. The unwrapped gifts will go to students from Loxahatchee Groves Elementary, Palms West Charter School, Crestwood Middle, Renaissance Charter at Cypress and Renaissance Charter at West Palm Beach.
- Ms. Suzanne Cabrera addressed workforce housing and the City’s Affordable Housing Program.
- Mr. Jonathon Brown addressed the Council regarding the City’s Affordable Housing Program.
- Ms. Booker addressed questions and comments made by Ms. Cabrera and Mr. Brown.
- Mr. Carter provided the Council with a presentation, updating Minto’s development and housing sales as well as future developing plans by FP&L and Universal Health Services.

FOURTEENTH ORDER OF BUSINESS Adjournment

There being no further business, the meeting adjourned at 8:04 p.m.

Kenneth Cassel
City Manager

Roger Manning
Mayor

Sixth Order of Business

City of Westlake

Financial Report

November 30, 2017



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City of Westlake

Financial Statements

November 30, 2017

CITY OF WESTLAKE
 Balance Sheet
 Governmental Funds
 November 30, 2017

ACCOUNT DESCRIPTION	GENERAL FUND	SPECIAL REVENUE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 279,551	\$ 316,536	\$ 596,087
Accounts Receivable	12,882	-	12,882
Investments:			
Money Market Account	51,608	-	51,608
Prepaid Credit Card	2,452	-	2,452
TOTAL ASSETS	\$ 346,493	\$ 316,536	\$ 663,029
<u>LIABILITIES</u>			
Accounts Payable	\$ 68,796	\$ -	\$ 68,796
Accrued Expenses	35,801	-	35,801
Other Current Liabilities	891	-	891
TOTAL LIABILITIES	105,488	-	105,488
<u>FUND BALANCES</u>			
Restricted for:			
Special Revenue	-	316,536	316,536
Unassigned:	241,005	-	241,005
TOTAL FUND BALANCES	\$ 241,005	\$ 316,536	\$ 557,541
TOTAL LIABILITIES & FUND BALANCES	\$ 346,493	\$ 316,536	\$ 663,029

CITY OF WESTLAKE
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 2,000	\$ 333	\$ 315	\$ (18)
Ad Valorem Taxes	138,030	23,005	1,149	(21,856)
Ad Valorem Taxes - Discounts	(5,521)	(920)	(46)	874
Occupational Licenses	5,000	833	754	(79)
Building Permits	160,000	26,667	58,633	31,966
Local Govt .05c Sales Tax	1,000	167	8	(159)
Other Impact Fees	1,500	-	-	-
Developer Contribution	1,580,967	526,989	-	(526,989)
Inspection Fees	1,000	167	200	33
TOTAL REVENUES	1,883,976	577,241	61,013	(516,228)
<u>EXPENDITURES</u>				
<u>Legislative</u>				
Mayor/Council Stipend	204,000	34,000	34,000	-
FICA Taxes	15,606	2,601	2,601	-
ProfServ-Legislative Expense	18,000	3,000	-	3,000
Council Expenses	10,000	1,667	-	1,667
Total Legislative	247,606	41,268	36,601	4,667
<u>Financial and Administrative</u>				
ProfServ-Consultants	40,000	6,667	4,100	2,567
Management Services	283,830	47,305	47,305	-
ProfServ-Web Site Maintenance	5,900	983	1,575	(592)
Auditing Services	7,000	-	-	-
Communication - Telephone	7,500	1,250	223	1,027
Postage and Freight	1,500	250	117	133
Lease - Building	500	500	500	-
Insurance - General Liability	15,000	15,000	6,000	9,000
Printing and Binding	1,000	167	-	167
Legal Advertising	10,000	1,667	2,403	(736)
General Government	33,360	5,560	-	5,560
Misc-Contingency	90,000	15,000	1,045	13,955
Office Supplies	2,500	417	680	(263)
Dues, Licenses, Subscriptions	9,000	1,500	1,174	326
Cap Outlay - Office Computers	20,000	3,333	-	3,333
Cap Outlay - Software	120,000	20,000	-	20,000
Total Financial and Administrative	647,090	119,599	65,122	54,477

CITY OF WESTLAKE
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Legal Counsel</u>				
ProfServ-Legal Services	284,280	47,380	48,565	(1,185)
Total Legal Counsel	284,280	47,380	48,565	(1,185)
<u>Comprehensive Planning</u>				
ProfServ-Engineering	100,000	16,667	5,024	11,643
ProfServ-Planning/Zoning Board	170,000	28,333	23,430	4,903
ProfServ-Building Permits	160,000	26,667	30,013	(3,346)
Total Comprehensive Planning	430,000	71,667	58,467	13,200
<u>Other Public Safety</u>				
Contracts-Sheriff	275,000	45,833	2,513	43,320
Total Other Public Safety	275,000	45,833	2,513	43,320
TOTAL EXPENDITURES	1,883,976	325,747	211,268	114,479
Excess (deficiency) of revenues				
Over (under) expenditures	-	251,494	(150,255)	(401,749)
Net change in fund balance	\$ -	\$ 251,494	\$ (150,255)	\$ (401,749)
FUND BALANCE, BEGINNING (OCT 1, 2017)	391,260	391,260	391,260	
FUND BALANCE, ENDING	\$ 391,260	\$ 642,754	\$ 241,005	

CITY OF WESTLAKE
 Statement of Revenues, Expenditures and Changes in Fund Balances
 Special Revenue Fund - Housing Assistance Program
 For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 51	\$ 51
Developer Contribution	-	-	316,500	316,500
TOTAL REVENUES	-	-	316,551	316,551
<u>EXPENDITURES</u>				
<u>Financial and Administrative</u>				
Misc-Admin Fee (%)	-	-	15	(15)
Total Financial and Administrative	-	-	15	(15)
TOTAL EXPENDITURES	-	-	15	(15)
Excess (deficiency) of revenues Over (under) expenditures	-	-	316,536	316,536
Net change in fund balance	\$ -	\$ -	\$ 316,536	\$ 316,536
FUND BALANCE, BEGINNING (OCT 1, 2017)	-	-	-	
FUND BALANCE, ENDING	\$ -	\$ -	\$ 316,536	

City of Westlake

Supporting Schedules

November 30, 2017

CITY OF WESTLAKE
Cash and Investment Report
November 30, 2017

GENERAL FUND

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	BankUnited	Checking Account	n/a	n/a	\$279,551
Money Market Account	BankUnited	MMA	n/a	0.77%	\$51,608
				<i>Subtotal</i>	<u>\$331,160</u>

SPECIAL REVENUE FUND

Checking Account - Housing Assistance Fund	BankUnited	Checking Account	n/a	n/a	\$316,536
				<i>Subtotal</i>	<u>\$316,536</u>
				Total	<u><u>\$647,696</u></u>

City of Westlake

Bank Reconciliation

Bank Account No. 0300 Bank United - GF
 Statement No. 11-17A
 Statement Date 11/30/2017

G/L Balance (LCY)	279,551.43	Statement Balance	280,051.43
G/L Balance	279,551.43	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	279,551.43	Subtotal	280,051.43
Negative Adjustments	0.00	Outstanding Checks	500.00
	<hr/>	Differences	0.00
Ending G/L Balance	279,551.43	Ending Balance	279,551.43
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
5/10/2017	Payment	7158	MINTO PBLH, LLC	500.00	0.00	500.00
Total Outstanding Checks.....				500.00		500.00

City of Westlake

Check register

November 1 - 30, 2017

CITY OF WESTLAKE

Payment Register by Bank Account

For the Period from 11/01/2017 to 11/30/2017

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
BANK UNITED - GF - (ACCT# XXXXX0300)									
Check	7316	11/08/17	Vendor	OFFICE DEPOT	966999913001	TRAIMMER,CLASSIC	Office Supplies	001-551002-51301	\$103.99
Check	7317	11/08/17	Vendor	DBPR/BCAIB	093017-CK-SURCHRGES	SURCHARGES THRU 09/30/17	Building Permits - Surcharge	322100	\$578.99
Check	7318	11/13/17	Employee	KARA S. CRUMP	PAYROLL	***Voided Voided****			\$0.00
Check	7319	11/13/17	Employee	PHILLIP D EVERETT	PAYROLL	***Voided Voided****			\$0.00
Check	7320	11/13/17	Employee	KATRINA L. LONG	PAYROLL	***Voided Voided****			\$0.00
Check	7321	11/13/17	Employee	ROGER B MANNING	PAYROLL	***Voided Voided****			\$0.00
Check	7322	11/13/17	Employee	JOHN A. STANAVITCH	PAYROLL	***Voided Voided****			\$0.00
Check	7323	11/13/17	Employee	KARA S. CRUMP	PAYROLL	November 13, 2017 Payroll Posting			\$2,692.92
Check	7324	11/13/17	Employee	PHILLIP D EVERETT	PAYROLL	November 13, 2017 Payroll Posting			\$2,579.85
Check	7325	11/13/17	Employee	KATRINA L. LONG	PAYROLL	November 13, 2017 Payroll Posting			\$2,692.92
Check	7326	11/13/17	Employee	ROGER B MANNING	PAYROLL	November 13, 2017 Payroll Posting			\$2,747.50
Check	7327	11/13/17	Employee	JOHN A. STANAVITCH	PAYROLL	November 13, 2017 Payroll Posting			\$2,797.50
Check	7328	11/14/17	Vendor	T-MOBILE USA, INC.	955763851-10/2017	SERVICES THRU 10/21/17	Communication - Telephone	001-541003-51301	\$223.01
Check	7329	11/14/17	Vendor	CMG-PB REMITTANCE ADDRESS	35857-103017	NOTICE P & Z MEETING 10/27/17	Legal Advertising	001-548002-51301	\$261.44
Check	7330	11/14/17	Vendor	OFFICE DEPOT	975235972001	TONER,COFFEE/CREAMER	Office Supplies	001-551002-51301	\$264.83
Check	7330	11/14/17	Vendor	OFFICE DEPOT	975236434001	TRAY MESH	Office Supplies	001-551002-51301	\$11.78
Check	7330	11/14/17	Vendor	OFFICE DEPOT	975236433001	TONER BLACK	Office Supplies	001-551002-51301	\$79.99
Check	7331	11/14/17	Vendor	FLORIDA LEAGUE OF MAYORS	33842FLOM1718	ANNUAL DUES 2017-2018	General Government	001-549109-51301	\$350.00
Check	7332	11/14/17	Vendor	PBC SHERIFF'S OFFICE	58168	OFF DUTY 10/2/17-10/31/17	Contracts-Sheriff	001-534100-52901	\$2,513.00
Check	7333	11/14/17	Vendor	MARK L. DUBOIS	17152	SERVICES 10/16/17-10/26/17	General Government	001-549109-51301	\$1,250.00
Check	7334	11/14/17	Vendor	MUNICIPAL CODE CORPORATION	00000413	WEBSITE/HOSTING/MAIN/SUPPORT	General Government	001-549109-51301	\$4,750.00
Check	7335	11/14/17	Vendor	FLORIDA STATE DISBURSEMENT UNIT	111317-EVERETT	20011937CA50-1082479233	Accrued Taxes Payable	217000	\$267.65
Check	7336	11/14/17	Vendor	FED EX	5-970-46091	OVERNIGHT SHIPPING 10/18/17	Postage and Freight	001-541006-51301	\$39.47
Check	7337	11/20/17	Vendor	CHEN MOORE & ASSOCIATES, INC.	0134634	ENG. SERV-10/01/17-10/31/17	ProfServ-Planning/Zoning/Eng Services	001-531100-51501	\$7,916.00
Check	7338	11/20/17	Vendor	MARK L. DUBOIS	17154	SERVICES 10/31/17-11/07/17	General Government	001-549109-51301	\$1,550.00
Check	7339	11/21/17	Vendor	CMG-PB REMITTANCE ADDRESS	100248434-11062017	NOTICE-COUNCIL MEET-11/6/17	Legal Advertising	001-548002-51301	\$251.12
Account Total									\$33,921.96

BANK UNITED - GF MONEY MARKET ACCOUNT - (ACCT# XXXXX7182)

Check	3001	11/14/17	Vendor	CITY OF WESTLAKE	103017	MOVE FUNDS TO CHECKING ACCT	Due From Other Funds	131000	\$250,000.00
Account Total									\$250,000.00

Total Amount Paid	\$283,921.96
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Seventh Order of Business

CITY OF WESTLAKE
Budget Amendment - Special Revenue Fund - (Housing Assistance Program)
 For the Period Ending September 30, 2018

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	BUDGET INCR(DEC)	AMENDED BUDGET
<u>REVENUES</u>			
Developer Contribution	-	316,500	316,500
TOTAL REVENUES	-	316,500	316,500
<u>EXPENDITURES</u>			
<u>Financial and Administrative</u>			
Administrative Fees (up to 7%)	-	22,155	22,155
Assistance Program	-	294,345	294,345
Total Financial and Administrative	-	316,500	316,500
TOTAL EXPENDITURES	-	316,500	316,500
Excess (deficiency) of revenues Over (under) expenditures	-	-	-
Net change in fund balance	-	-	-
FUND BALANCE, BEGINNING (OCT 1, 2017)	-	-	-
FUND BALANCE, ENDING	\$ -	\$ -	\$ -

Eighth Order of Business



Memorandum

December 29, 2017

TO: Mayor and Council, City of Westlake

FROM: Ken Cassel

SUBJECT: Increase in Scope of Work

We have worked with the City over the past year to effectively and efficiently manage the City's operations with the appropriate amount of manpower to accomplish the task.

Over the past six months the manpower time required to provide the level of service to the City in accordance with the contracted scope of work has increased considerably and is projected to remain at this level or higher for the remainder of this fiscal year. This increase in hours is in the areas of Accounting, City Clerk, Accounts Payable and Office Administration.

I have attached a breakdown of the additional hours per month in each of the categories in order to understand the impact of the growth on the back office work. As you can see the two main areas are in Accounting and Administration. These are impacted by the increase in the number of permits, permit fees, Affordable Housing program etc. There is some additional time also required by the City Clerk and Accounts Payable. The total number of additional hours per year is approximately 3,216.

This increase in cost was budgeted in the overall budget; however, not specifically in the line item for the contract with Inframark (formerly Severn Trent). The cost of the increase is \$90,532.00 annually to the overall contract.

I have also prepared an amendment to the scope of work for the contract to reflect the increase in fees.

City of Westlake
 Anticipated Hours by Position (per month)

Payroll Costs	Prior Hours	Current Hours	Incr.
<u>Executive / City Clerk</u>			
City Manager	80	104	24
City Clerk	48	64	16
Deputy City Clerk	12	12	-
Admin Assistant	-	130	130
<i>Subtotal</i>	140	310	170
<u>Finance</u>			
Accounting Manager	8	8	-
Accounts Payable	12	20	8
Payroll	8	8	-
Accountant 2	40	130	90
<i>Subtotal</i>	68	166	98
<u>Building Department</u>			
Clerk	173	173	-
<i>Subtotal</i>	173	173	-
Total	381	649	268
			70%

Ninth Order of Business



City of Westlake
Planning and Zoning Department
Staff Report – 12/26/2017

PETITION DESCRIPTION

DATE: December 26, 2017

PETITION NUMBER: TEXT-ULDC-2017-03 (***Ordinance 2018-1***)

APPLICANT: Cotleur & Hearing

OWNER: Minto PBLH, LLC

REQUEST: Amend the City of Westlake interim Unified Land Development Code (ULDC) to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods.

ANALYSIS

The subject application is a request for a text amendment to the City of Westlake's interim Unified Land Development Code (ULDC) to address regulatory and use provisions in **Articles 1, 3, and 4** as they relate to the following:

- Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods,
- Planned Unit Development (PUD) pods,
- Traditional Neighborhood Development(TND) pods, and
- Private Civic (PC) pods.

*Text amendments are provided in ~~strikethrough~~ and underline format. Proposed modifications are included on the following **six (6) ordinances and its exhibits**:*

- **Ordinance 2018-1**
- Ordinance 2018-2
- Ordinance 2018-3
- Ordinance 2018-4
- Ordinance 2018-5
- Ordinance 2018-6

*The subject staff report will address **Ordinance 2018-1**.*

Ordinance 2018-1

The applicant is proposing to modify three (3) provisions in Article 1, Chapter 1, entitled Definitions and Acronyms, Section 2, Definitions, Sections D, density transition zones, F, fitness center, and M, medical or dental office. The following definition for "Density Transition Zone" was added to define density transition zone and to provide a methodology for the calculation of the density within this zone:

19. Density Transition Zone (DTZ) —The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units within the DTZ divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.

*DTZ = 66,000' perimeter * 660' wide = 43,560,000 SF*

DTZ = 1,000 AC Density = 800 du / 1,000 AC Density = 0.8 du/ac

The definition of "Fitness Center" was modified to provide clarification that wellness services would be allowed as a part of a fitness center's operations. The *Fitness Center* definition (No. 22) has been modified to include the words "wellness services." It is typical for fitness facilities to include wellness services, such as nutritional coaching, BMI exams, blood pressure tests, minor medical treatments for exercise injuries, flu shots, etc.

22. Fitness Center - an enclosed building or structure containing multi-use facilities for conducting recreational activities such as aerobic exercises, weight lifting, running, swimming, racquetball, handball, and squash, and wellness services. This use also includes dance studios and karate schools. A fitness center may also include the following customary accessory activities as long as they are intended for the use of the members of the center and not for the general public: babysitting, food service, and the serving of alcoholic beverages consumed on the premises.

The definition of "Medical or Dental Office" was modified to provide clarification that immediate and/or emergent care services would be allowed as part of the medical or dental office practice. The *Medical or Dental Office* definition (No. 32) now includes the words "Immediate and/or emergent."

32. Medical or Dental Office - an establishment where patients, who are not lodged overnight, are admitted for immediate and/or emergency examination or treatment by persons practicing any form of healing or health-building services whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State of Florida. A pain management clinic shall not be considered a medical or dental office. [Ord. 2010009]

Please see attached Ordinance 2018-1 and Exhibit "A".

DEC 06 2017



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City of Westlake ULDC Text Amendment

Justification Statement

December 5, 2017

Introduction

The subject application is a request for various text amendments to the City of Westlake Unified Land Development Code (ULDC). The purpose of the text amendments is to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods. All proposed modification as provided in the attached text amendment document in ~~striketrough~~ and underline format.

ARTICLE 1 DEFINITIONS

The Applicant proposed to add one new definition and modify two existing definitions. A definition of **Density Transition Zone (DTZ)** has been added and the definitions for **Fitness Center** and **Medical and Dental Office** have been modified slightly.

The DTZ is referenced and identified on the approved Final Master Plan, but is not formally defined in the ULDC. In order to prevent any confusion relative to the application of the DTZ, the Applicant proposes that a definition be added to Section 1.1.2.A. This will provide clarity of the terminology, since it does not exist outside of the Westlake Development Order, as well as provide consistency of its application.

Density Transition Zone (DTZ) – *The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units within the DTZ divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.*

$$DTZ = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF}$$

$$DTZ = 1,000 \text{ AC}$$

$$\text{Density} = 800 \text{ du} / 1,000 \text{ AC}$$

$$\text{Density} = 0.8 \text{ du/ac}$$

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The ***Fitness Center*** definition (No. 22) has been modified to include “wellness services.” It is typical for fitness facilities to include wellness services, such as nutritional coaching, BMI exams, blood pressure tests, minor medical treatments for exercise injuries, flu shots, etc. The additional text will address this use more clearly for future applications.

The ***Medical or Dental Office*** definition (No. 32) has been modified to include “Immediate and/or emergent.” This addition will clarify the type of medical uses envisioned to be encompassed within the medical office category.

ARTICLE 3

PLANNED DEVELOPMENT DISTRICTS (PDDs) TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to the PDD section of Article 3 is to address revisions to the PDD Use Matrix table, PUD regulations, and TTD regulations. In addition, the Applicant has taken the opportunity to update references to “Palm Beach County,” “BCC,” “county,” and prior ordinance references, which are no longer applicable.

1. PDD Use Matrix

Table 3.E.1.B – PDD Use Matrix sets forth the permitted and prohibited uses for the EDC/MUPD pods within the City of Westlake. The vision for the EDC, as outlined in the current Future Land Use Element, is to accommodate employment opportunities, research parks, employment centers, and other ancillary uses to support the EDC uses. However, these types of uses are not fully reflected in Table 3.E.1.B. The uses currently prescribed in the table include heavy industrial uses. In order to foster the employment opportunities envisioned for this area of the City, the EDC pods must include opportunities for professional and medical offices, hospital or medical centers, assisted living facilities, universities, places of worship, financial institutions, personal services, etc. It is also appropriate to locate other business supporting uses in the EDC, such as a car wash, auto repair services, convenience stores with gas sales, restaurants, fitness, etc. The proposed amendments to Table 3.E.1.B – PDD Use Matrix are provided in the attached text amendment document in ~~strike through~~ and underline format.

2. PUD Regulations

The PUD provisions of Article 3 are designed to address stand-alone PUD’s which are typical of residential development in Palm Beach County. These typical PUD’s are self-contained and not part of a larger community design. The PUD pods within the City of Westlake are unique in that they are one component of a larger TTD framework. Therefore, it is appropriate to amend certain PUD code requirements within the ULDC to be reflective of this unique development pattern. The proposed amendments will bring clarity and consistency with how these regulations are applied within the Westlake TTD. The proposed amendments to PUD regulations are generally

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described below and are provided in the attached text amendment document in ~~strike~~through and underline format.

Neighborhood Park

Section 3.E.2.B.2.c. of the City's ULDC requires a Neighborhood Park to be provided within the PUD pods as part of the Performance Standards. The Neighborhood Park requirement is above and beyond the Parks and Recreation requirement of 0.006 acres of recreation area per dwelling unit. The PUD section of the ULDC (Art. 3.E.2.E.3) requires that recreation areas comply with Art. 5.D. Article 5.D.2.B, *Community and Neighborhood Park Recreation Standards*, sets forth the standards for Neighborhood Parks. The size of the park is the equivalent of 2.5 acres per 1,000 people, based on 2.32 people per unit.

The Applicant is providing a large recreation amenity on Pod PC-1 that will contain water facilities, playgrounds, walking paths, sports courts, a clubhouse, etc. The amenities within Pod PC-1 will far exceed the recreational needs of the City. Smaller tot lots and passive open space areas will be provided within the residential areas as part of the required recreation acreage. Requiring a Neighborhood Park in addition to recreation areas within each pod will dilute the potential of the formal amenity facility in Pod PC-1. Therefore, the Applicant is requesting that the Neighborhood Park not be required for those pods in proximity to Pod PC-1 the ability to combine the Neighborhood Park requirement within the recreation acreage. In addition to Pod PC-1 there are four other private civic pods located throughout the City that will also provide neighborhood services and amenities to the community.

PUD Thresholds

Table 3.E.2.C of the City's ULDC requires a minimum of 40 percent open space within each PUD pod. The current ULDC is designed to address stand-alone PUD's which are not part of a larger community design. As part of the Development Order for Minto Westlake TTD, the Applicant is required to maintain a Natural Transect area of 55 percent. The Natural Transect, by design, maximizes open space outside of the pod boundaries. In order to provide for this significant amount of Natural Transect, the pod boundaries were reduced. The intent of the initial design was for the development to be concentrated within the pod boundaries, so the natural, open space areas could exist outside of the pod. This allows larger tracts of natural areas to be created, rather than small, less usable open space areas within the pods. Therefore, the proposed text amendment would establish an open space requirement of 27 percent within the PUD pod boundaries. As part of this amendment, the Applicant has also taken the opportunity to strike language related to the AGR district and Exurban/Rural transect, which are not applicable to the City of Westlake.

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3. TDD Regulations

Unlike most areas of the current ULDC, the TDD portion of Article 3 has never been implemented in a physical form within Palm Beach County. Therefore, the design provisions have never been tested and are not reflective of current traditional neighborhood trends in the marketplace. Therefore, it is appropriate to amend certain TDD code requirements within the ULDC to recognize industry standards for traditional communities and be reflective of current development patterns that have been field tested and proved successful. The proposed standards have been constructed throughout the State of Florida and have produced the intended results. The proposed amendments to TDD regulations are generally described below and are provided in the attached text amendment document in ~~striketrough~~ and underline format.

Traditional Development Permitted Use Schedule

Table 3.F.1.F of the City's ULDC sets forth the permitted uses within the TND and TMD pods. The Westlake Development Order outlines certain conditions of approval that are specific to Private Civic (PC) pods. Resolution 2014-1646, Private Civic, condition no. 1 requires all private civic pods to "follow the development regulations of a Traditional Neighborhood District and Neighborhood Center requirements." Therefore, there is a need to reflect the uses intended to occupy the PC pods in Table 3.F.1.F. The use schedule has been revised to include uses such as passive and public parks, outdoor entertainment, restaurants, and other supportive uses. References to Exurban/Rural tiers has been struck as well.

Block Dimensions

Table 3.F.2.A of the City's ULDC establishes minimum and maximum block standards for TND neighborhoods. Modifications to the block lengths and average perimeters are proposed to allow more flexibility in the neighborhood design. The current regulations would result in a significant increase in pavement and segregation of the home layouts. In addition, the adjusted block lengths will provide the ability to for more curvature in the streets, on-street parking, and street trees. The proposed amendments are based on street designs utilized in numerous traditional communities throughout Palm Beach County.

Street Design Standards

TABLE 3.F.2.A of the City's ULDC establishes standards for street cross-sections. To provide clarity, the Applicant is proposing to add "minimum" to the table's title. In the past, there have been instances where the design standards were applied as both maximum and minimum thresholds. It is the intent that the standards provided in the table be applied as minimum thresholds.

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It is the visions of the Applicant to produce streets that are appropriately scaled and comfortable to the City's future residents. The standards within Table 3.F.2.A are set up to produce much wider roadways that are inconsistent with sound neighborhood design. Narrower streets help to establish a sense of place, solicit lower traffic speeds, and create more integration with the development pods.

Parking

The current TDD code requires structured parking to be provided when the parking ratio exceeds 1 sp/250 sf. This ratio is proposed to reflect a ratio of 1 sp/200 sf, to avoid forcing medical users, who have higher parking ratios, to construct structured parking. Within the EDC/MUPD district, where medical uses are desired, this provision would be especially problematic. The structured parking thresholds should come into effect when excessive amounts of surface parking occur, not when the minimum parking standards required by code are being provided. This would create a significant barrier to entry.

TND Setback Standards

As discussed above, the PC pods are required to adhere to the Neighborhood Center provisions within the framework of the TND. The ULDC provisions for the Neighborhood Center are designed to accommodate small centers located within the TND pods. However, the Conceptual Plan and Final Master Plan for the City of Westlake reflect the co-location of these civic uses into pods outside of the TND pods, which the current ULDC did not anticipate. Therefore, revisions to the setback chart are necessary to create minimum setback standards, rather than maximum setbacks. The PC pods are smaller pods that do not meet the minimum sizes necessary to create effective streets and block structures that are needed to meet the building orientation and build-to line standards. The proposed amendments provide exceptions for PC pods from such requirements, which leaving opportunity for neighborhood centers to be provided within the TND pods in the future.

ARTICLE 4 USE REGULATIONS TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to Article 4 is to address use regulations for **Place of Worship, Medical or Dental Office and Retail Sales, General**. In addition, the Applicant has taken the opportunity to update references to "Palm Beach County," "BCC," "county," and prior ordinance references, which are no longer applicable.

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Article 4, note 29 refers to **Place of Worship**. Recently, Palm Beach County amended Article 4 of the ULDC to address Places of Worship. The revised language included criteria to address location, access, and size.

Article 4, note 83 refers to **Medical or Dental Office**. The modifications to this note are the same as the definition changes made in Article 1. The change in Article 4 is simply to make the two Articles consistent.

Article 4, note 114 refers to **Retail Sales, General**. The additional language in the note establishes a square footage threshold for retail uses within the EDC/MUPD district of 2,500 square feet. This will help ensure that the types of retail uses locating within the EDC remain accessory to and supportive of employment uses. Tenants occupying more than 2,500 square feet will only be permitted as a requested use.

Conclusion

The proposed ULDC text amendment is consistent with the City's Comprehensive Plan. The Applicant looks forward to working with Staff to respond to any questions or issues that might arise as a result of your review.

ORDINANCE NO. 2018- 1

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S INTERIM LAND DEVELOPMENT CODE, ARTICLE 1, SECTION D, PROVIDING FOR A DEFINITION AND CALCULATION FOR DENSITY TRANSITION ZONE; ARTICLE 1, SECTION F, PROVIDING FOR AMEDMENTS TO THE DEFINITION OF FITNESS CENTER; AND ARTICLE 1, SECTION M, PROVIDING FOR AMENDMENTS TO THE DEFINITON OF MEDICAL OR DENTAL OFFICES; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Developer has requested review of three provisions in Article 1, Chapter 1, entitled Definitions and Acronyms, Section 2, Definitions, Sections D, density transition zones, F, fitness center, and M, medical or dental office of the land development codes within the City of Westlake; and

WHEREAS, the definition for "Density Transition Zone" was added to define density transition zone and to provide a methodology for the calculation of the density within this zone; and

WHEREAS, the definition of "Fitness Center" was modified to provide clarification that wellness services would be allowed as a part of a fitness centers operations; and

WHEREAS, the definition of "Medical or Dental Office" was modified to provide clarification that immediate and/or emergent care services would be allowed as part of the medical or dental office practice; and

WHEREAS, the Developer's requested changes to the City of Westlake's interim land development code are shown in underline for the additions to the code and strike through for the deletions to the code, as set forth in the attached Exhibit "A"; and

WHEREAS, the City of Westlake's Planning and Zoning Board, sitting as the Local Planning Agency(LPA), had the opportunity to review the requested changes at a public hearing, and to make a recommendation to the City Council for the City of Westlake; and

WHEREAS, the staff for the City of Westlake has reviewed the request of the applicant and the Article 1, Chapter 1, Definitions and Acronyms, Section 2, D, F, and M of the City's interim land development code, which additions will provide clarification on the definitions as modified herein; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the City Council for the City of Westlake has found and determined that the adoption of the land development text amendment to Article 1, Chapter 1, Definitions and Acronyms, Section 2, D, F, and M, will preserve the public health, safety and welfare, enhance the value and character of the community and implement the interim adopted comprehensive plan.

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

Section 1. Incorporation: The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment: The City of Westlake hereby amends the interim Land Development Code, Article 1, Chapter 1, Definitions and Acronyms, Section 2, D, F, and M, as shown in underline and strikethrough format, in the Exhibit "A" attached hereto and incorporated herein.

Section 3. Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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

PASSED this _____ day of January, 2018, on first reading.

PASSED AND ADOPTED this _____ day of February, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra DeMarco, City Clerk

City Attorney
Pam E. Booker, Esq.

Exhibit "A"

City of Westlake Amendment to Article 1, Chapter 1, Definitions & Acronyms, Section 2, D, F & M

Article 1 Chapter 1, Definitions & Acronyms, Section D (18)

- 12. **Demolition** - the act or process of wrecking, destroying, or removing any building or any exterior or structural part thereof.
- 13. **Density** - the ratio of the number of dwelling units per acre of land.
- 14. **Density Bonus** - an increase in the residential density above the maximum or PDD density permitted by the Plan for the applicable residential future land use category.
- 15. **Density, Entitlement** - granted by PBC which permits use of land until concurrency provisions can be satisfied as shown in Figure 2 of the FLUE of the Plan, as amended.
- 16. **Density, Maximum Level** - allowed by the Plan, as amended, with a Planned Development, as shown in the FLUE. 17. **Density, Minimum Level** - must be attained when land is developed pursuant to the 1989 Plan, as amended in the FLUE. 18. **Density, Standard** - allowed by the Plan, as amended, without a Planned Development as shown in [FLUE Table III.C.1](#).
- 19. **Density Transition Zone (DTZ)** – The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units located within the DTZ TTD divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.

$$\text{DTZ} = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF}$$

$$\text{DTZ} = 1,000 \text{ AC}$$

$$\text{Density} = 800 \text{ du} / 1,000 \text{ AC}$$

$$\text{Density} = 0.8 \text{ du/ac}$$

- 2019. **Department** -
 - a. For the purposes of Art. 14, PBC Department of Environmental Resources Management or the PBC PZB Departments, or an entity of any municipality in PBC which has been assigned the responsibility of administering and enforcing this Code;
 - b. For the purposes of Art. 15, PBC Health Department.
- 2120. **Design Professional** - an architect, landscape architect, or engineer licensed in the State of Florida with good standing.
- 2221. **Designated Disposal Facility** – for the purposes of [Art. 5.J, Best Management Practices for Livestock Waste](#), a solid waste management facility operated, permitted or designated by the Solid Waste Authority to receive solid waste generated within Palm Beach County, or such alternate facility as may be designated by the Solid Waste Authority in writing. [Ord. 2013-021]
- 2322. **Designated Exterior** - for the purposes of Art. 9, all outside surfaces of any improvement, building, or structure as defined in the historic preservation survey and pursuant to [Art. 9.B, Historic Preservation Procedures](#), or an exterior designated under [Art. 9.B, Historic Preservation Procedures](#), as having significant value to the historic character of the building, district, or PBC.
- 2423. **Designated Public Utility** - for the purposes of Art. 14.B, that public utility which operates a well or wells for which the Zones of Influence include part or all of the property on which the nonresidential activity is located.

- 2524. Designation** - for the purposes of Art. 9, the act of designating specific historic sites or districts pursuant to the provisions of this Code.
- 2625. Detention** - the collection and temporary storage of stormwater runoff for the purpose of treatment and/or discharge rate control with subsequent gradual release directly to surface waters. See also dry detention/retention.
- 2726. Determination** - for the purposes of Art. 16, the term used by FAA to denote the outcome of an aeronautical study under FAR Part 77 (See: Airport Hazard or No Hazard).
- 2827. Developed Area** - that portion of a site upon which any building structure, pavement, landscape material, stormwater facility, excavated lake, or other improvement has been or will be placed or on which a development activity occurs or has occurred.
- 2928. Developer** - any person, including a governmental agency, undertaking any development.
- 3029. Developer's Engineer** - for the purposes of Art. 11, a single engineering firm or a professional engineer registered in the State of Florida, and engaged by the developer to coordinate the design and monitor the construction of the work required under [Art. 11, Subdivision, Platting and Required Improvements](#).
- 3130. Development** -
 - a. The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of land, or the dividing of land into two or more parcels;

Article 1, Chapter 1, Definitions & Acronyms, Section F (22)

5. **Farmers Market** - an establishment for the wholesale sale of farm produce.
6. **Farrier** - one that shoes horses. May be accessory to a blacksmith, farm, equestrian facility, or is mobile and shoes the horses on site.
7. **Farm Structure** - any building or structure used for agricultural purposes excluding those used for residences.
8. **F.A.R. (Part 77)** - for the purposes of Art. 16, Federal Aviation Regulation. The "Part numbers" identify specific subject areas. All FARs are contained in [Title 14, CFR. \(Part 77 - Title: Objects Affecting Navigable Airspace\)](#).
9. **Feeder Transit Services** – For the purposes of Art. 12, transit service connecting communities and/or employment centers directly to rail stations or bus terminals. [Ord. 2006-036]
10. **Feed Stock** – for the purposes of Art. 4, biomass consisting of: authorized wood material (clean wood recovered from construction and demolition wood debris, land clearing debris, and yard waste consisting of tree and shrub trimmings, grass clippings, palm fronds, trees, tree stumps, and other clean vegetative matter); agricultural residue (waste resulting from the production of sugar, rice, vegetable crops or fruit). This definition specifically excludes hazardous substances and waste, biomedical waste, trash, garbage, sludge or special waste. [Ord. 2008-037]
11. **Feepayer** – for the purposes of Art. 13, the person paying the impact fee associated with a building permit or change in use, or the feepayer’s agent.
12. **Fence** - an artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.
13. **Fenestration** – windows, doors and openings in a building façade or wall allowing light and views between interior and exterior. [Ord. 2010-022]
14. **Filling** - the placement of any material in, on, or over a jurisdictional wetland. 15. **Film Production Studio** - the use of a lot or building for the production of films or videotapes for exhibition or sale.
16. **Final Plan** - the most recent site or subdivision plan approved by the DRO.
17. **Financial Institution** - an establishment engaged in deposit banking. Typical uses include commercial banks, savings institutions, and credit unions, including outdoor ATMs and drive-thru only facilities. Freestanding ATMs shall be considered a Financial Institution. [Ord. 2013-021]
18. **Finished Floor Elevation** – the highest finished ground floor surface elevation to which no additional permanent finished material would be applied. [Ord. 2005-002]
19. **Fire-Rescue Facilities** - mean the planning, engineering for, preparation of acquisition documents for, acquisition of land for, or the construction of fire-rescue facilities and the purchase of equipment necessary to meet the LOS for fire-rescue facilities.
20. **Firewall** - a wall of incombustible construction which subdivides a building or separates buildings to restrict the spread of fire and which starts at the foundation and extends continuously through all stories to and above the roof, except where the roof is of fireproof or fire resistive construction and the wall is carried up tightly against the underside of the roof slab, pursuant to the PBC Building Code.
21. **First Directly Accessed Link** – For the purposes of Art. 12, Roadway(s) providing a main entrance to a project. [Ord. 2006-036]

22. **Fitness Center** - an enclosed building or structure containing multi-use facilities for conducting recreational activities such as aerobic exercises, weight lifting, running, swimming, racquetball, handball, and squash, and wellness services. This use also includes dance studios and karate schools. A fitness center may also include the following customary accessory activities as long as they are intended for the use of the members of the center and not for the general public: babysitting, food service, and the serving of alcoholic beverages consumed on the premises.
23. **Five-Year Analysis Period**
 - a. For the purposes of Art. 12, the period of time between the submittal of a Traffic Impact Study and the end of the fifth year of the Florida Department of Transportation Five-Year Transportation Improvement Program in effect at the time of Traffic Impact Study submittal. [Ord. 2007-013]
24. **Fixed Mechanical Equipment** - mechanical equipment, such as an air conditioning unit, water cooling tower, swimming pool pump, irrigation pump, well water pump, fan, power generator or other similar power source equipment, permanently affixed to land or structure, as distinguished from temporary, portable, non-fixed mechanical equipment.
25. **Fixture** – the assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror and/or a refractor or lens. [Ord. 2005-041]
26. **Flag** - a fabric or plastic sheet of square, rectangular or triangular shape which is mounted on a pole, cable or rope at one end.

Article 1, Chapter 1, Definitions & Acronyms, Section M (32)

- sign program shall include, but not be limited to, indications of the locations, dimensions, colors, letter styles and sign types of all signs to be installed on a site.
23. **Master Storm Water Drainage System** – for the purposes of Art. 18, an engineered system, which may include culverts, retention areas, water control gates, control devices, earth grading and/or minimum floor elevations in development of building sites, designed to ensure less than one percent annual chance of flooding of the building sites. [Ord. 2004-013]
 24. **Material Culture** - for the purposes of Article 9 is any object that has been modified by a human being. [Ord. 2008-037]
 25. **Material, Excess** - excavated material not required for backfill or grading of the premises as determined by a final site plan.
 26. **Material, Extractive or Excavated** - earth, sand, gravel, rock, shellrock, muck, or other mineral or organic substance, other than vegetation, which naturally occurs upon a lot.
 27. **Maximum Contaminant Level** - for the purposes of Art. 15, the maximum permissible level of a contaminant in water which is delivered to any user of a water supply system.
 28. **Maximum Day** - for the purposes of Art. 15, the highest day of water consumption within any 24-hour period from midnight to midnight excluding fire flow.
 29. **Mean High Water** - for the purpose of Art. 15, the average height of tidal high water over a 19-year period.
 30. **Mean Sea Level** –
 - a. The average height of the sea for all stages of the tide based on the NGVD.
 - b. For the purposes of Art. 18, the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Article, the term is synonymous with 1929 National Geodetic Vertical Datum (NGVD). [Ord. 2004013]
 31. **Mechanical Equipment** – For the purposes of Art. 5, equipment and accessories, that relate to water supply, drainage, heating, ventilating, electrical, air conditioning and similar purposes. [Ord.2008037]
 32. **Medical or Dental Office** - an establishment where patients, who are not lodged overnight, are admitted for **immediate and/or emergency** examination or treatment by persons practicing any form of healing or health-building services whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State of Florida. A pain management clinic shall not be considered a medical or dental office. [Ord. 2010009]
 33. **Medical or Dental Laboratory** - a facility for the construction or repair of prosthetic devices or medical testing exclusively on the written work order of a licensed member of the dental or medical profession and not for the public.
 34. **Membrane BioReactor Systems** - Facilities that treat raw sewage to tertiary levels for reuse water (irrigation quality water) or for discharge (ground or surface water recharge). These systems are enclosed within buildings and utilize hollow fiber or flat plate membranes and combine clarification, aeration and filtration to produce consistent, high quality effluent suitable for any discharge or reuse application. On-site storage tanks, distribution pumps and electrical equipment may also be associated with these facilities. [Ord. 2007-013]

35. **Meteorological Tower** – A tower erected to measure atmospheric weather conditions. [Ord. 2011-016]
36. **Mezzanine** - see Building Mezzanine.
37. **Midden** – is a deposit of material culture refuse. Midden soils contain a high abundance of cultural resources and occasionally human remains. Midden soils tend to differ in color and composition from the surrounding soil matrix. [Ord. 2008-037]
38. **Military Installation** - a facility designed for use by a branch of the United States Armed Forces.
39. **Minimum Descent Altitude (MDA)** - for the purposes of Art. 16, the lowest altitude expressed in feet above mean sea level (AMSL), to which descent is authorized on final approach or during circling-to-land maneuvering in execution of a standard instrument approach procedure (SIAP) where electronic glide slope is not provided.
40. **Minimum Obstruction Clearance Altitude (MOCA)** - for the purposes of Art. 16, the lowest published altitude in effect between radio fixes on Federal VOR airways, off-airway routes, or route segments that meets obstruction clearance requirements for the entire route segment and assures acceptable navigational signal coverage only within twenty-two miles to a VOR.

ARTICLE 1

GENERAL PROVISIONS

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12. **Demolition** - the act or process of wrecking, destroying, or removing any building or any exterior or structural part thereof.
13. **Density** - the ratio of the number of dwelling units per acre of land.
14. **Density Bonus** - an increase in the residential density above the maximum or PDD density permitted by the Plan for the applicable residential future land use category.
15. **Density, Entitlement** - granted by PBC which permits use of land until concurrency provisions can be satisfied as shown in Figure 2 of the FLUE of the Plan, as amended.
16. **Density, Maximum Level** - allowed by the Plan, as amended, with a Planned Development, as shown in the FLUE.
17. **Density, Minimum Level** - must be attained when land is developed pursuant to the 1989 Plan, as amended in the FLUE.
18. **Density, Standard** - allowed by the Plan, as amended, without a Planned Development as shown in [FLUE Table III.C.1](#).
19. **Density Transition Zone (DTZ)** – The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units located within the DTZ TTD divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.

$$\begin{aligned}
 &DTZ = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF} \\
 &DTZ = 1,000 \text{ AC} \\
 &Density = 800 \text{ du} / 1,000 \text{ AC} \\
 &Density = 0.8 \text{ du/ac}
 \end{aligned}$$

2049. Department -

- a. For the purposes of Art. 14, PBC Department of Environmental Resources Management or the PBC PZB Departments, or an entity of any municipality in PBC which has been assigned the responsibility of administering and enforcing this Code;
- b. For the purposes of Art. 15, PBC Health Department.

2120. Design Professional - an architect, landscape architect, or engineer licensed in the State of Florida with good standing.

2224. Designated Disposal Facility – for the purposes of [Art. 5.J, Best Management Practices for Livestock Waste](#), a solid waste management facility operated, permitted or designated by the Solid Waste Authority to receive solid waste generated within Palm Beach County, or such alternate facility as may be designated by the Solid Waste Authority in writing. **[Ord. 2013-021]**

2322. Designated Exterior - for the purposes of Art. 9, all outside surfaces of any improvement, building, or structure as defined in the historic preservation survey and pursuant to [Art. 9.B, Historic Preservation Procedures](#), or an exterior designated under [Art. 9.B, Historic Preservation Procedures](#), as having significant value to the historic character of the building, district, or PBC.

2423. Designated Public Utility - for the purposes of Art. 14.B, that public utility which operates a well or wells for which the Zones of Influence include part or all of the property on which the nonresidential activity is located.

2524. Designation - for the purposes of Art. 9, the act of designating specific historic sites or districts pursuant to the provisions of this Code.

2625. Detention - the collection and temporary storage of stormwater runoff for the purpose of treatment and/or discharge rate control with subsequent gradual release directly to surface waters. See also dry detention/retention.

2726. Determination - for the purposes of Art. 16, the term used by FAA to denote the outcome of an aeronautical study under FAR Part 77 (See: Airport Hazard or No Hazard).

2827. Developed Area - that portion of a site upon which any building structure, pavement, landscape material, stormwater facility, excavated lake, or other improvement has been or will be placed or on which a development activity occurs or has occurred.

2928. Developer - any person, including a governmental agency, undertaking any development.

3029. Developer's Engineer - for the purposes of Art. 11, a single engineering firm or a professional engineer registered in the State of Florida, and engaged by the developer to coordinate the design and monitor the construction of the work required under [Art. 11, Subdivision, Platting and Required Improvements](#).

3130. Development -

- a. The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of land, or the dividing of land into two or more parcels;
- b. For the purposes of Art. 9, archaeological preservation, the definition in [F.S. § 380.04](#), as well as site preparation work consisting of excavation, earth moving, and the like. This definition shall not include the dividing of land into two or more parcels;

- c. For the purposes of Art. 12, as defined in [F. S. § 380.04](#), except that it shall not include the following items listed therein the: (1) demolition of a structure except as an adjunct of construction; (2) clearing of land except as an adjunct of construction; and (3) deposit of refuse, solid or liquid waste, or fill on a lot unless the Site Specific Development Order is specifically for such as the end use and not as an adjunct to the end use;
- d. For the purposes of Art. 13, as the context indicates, either the carrying on of construction or any physical alteration of a building or structure; the result of such activity; a legally divisible parcel of

5. **Farmers Market** - an establishment for the wholesale sale of farm produce.
6. **Farrier** - one that shoes horses. May be accessory to a blacksmith, farm, equestrian facility, or is mobile and shoes the horses on site.
7. **Farm Structure** - any building or structure used for agricultural purposes excluding those used for residences.
8. **F.A.R. (Part 77)** - for the purposes of Art. 16, Federal Aviation Regulation. The "Part numbers" identify specific subject areas. All FARs are contained in [Title 14, CFR. \(Part 77 - Title: Objects Affecting Navigable Airspace\)](#).
9. **Feeder Transit Services** – For the purposes of Art. 12, transit service connecting communities and/or employment centers directly to rail stations or bus terminals. **[Ord. 2006-036]**
10. **Feed Stock** – for the purposes of Art. 4, biomass consisting of: authorized wood material (clean wood recovered from construction and demolition wood debris, land clearing debris, and yard waste consisting of tree and shrub trimmings, grass clippings, palm fronds, trees, tree stumps, and other clean vegetative matter); agricultural residue (waste resulting from the production of sugar, rice, vegetable crops or fruit). This definition specifically excludes hazardous substances and waste, biomedical waste, trash, garbage, sludge or special waste. **[Ord. 2008-037]**
11. **Feepayer** – for the purposes of Art. 13, the person paying the impact fee associated with a building permit or change in use, or the feepayer's agent.
12. **Fence** - an artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.
13. **Fenestration** – windows, doors and openings in a building façade or wall allowing light and views between interior and exterior. **[Ord. 2010-022]**
14. **Filling** - the placement of any material in, on, or over a jurisdictional wetland.
15. **Film Production Studio** - the use of a lot or building for the production of films or videotapes for exhibition or sale.
16. **Final Plan** - the most recent site or subdivision plan approved by the DRO.
17. **Financial Institution** - an establishment engaged in deposit banking. Typical uses include commercial banks, savings institutions, and credit unions, including outdoor ATMs and drive-thru only facilities. Freestanding ATMs shall be considered a Financial Institution. **[Ord. 2013-021]**
18. **Finished Floor Elevation** – the highest finished ground floor surface elevation to which no additional permanent finished material would be applied. **[Ord. 2005-002]**
19. **Fire-Rescue Facilities** - mean the planning, engineering for, preparation of acquisition documents for, acquisition of land for, or the construction of fire-rescue facilities and the purchase of equipment necessary to meet the LOS for fire-rescue facilities.
20. **Firewall** - a wall of incombustible construction which subdivides a building or separates buildings to restrict the spread of fire and which starts at the foundation and extends continuously through all stories to and above the roof, except where the roof is of fireproof or fire resistive construction and the wall is carried up tightly against the underside of the roof slab, pursuant to the PBC Building Code.
21. **First Directly Accessed Link** – For the purposes of Art. 12, Roadway(s) providing a main entrance to a project. **[Ord. 2006-036]**
22. **Fitness Center** - an enclosed building or structure containing multi-use facilities for conducting recreational activities such as aerobic exercises, weight lifting, running, swimming, racquetball, handball, ~~and~~-squash, and wellness services. This use also includes dance studios and karate schools. A fitness center may also include the following customary accessory activities as long as they are intended for the use of the members of the center and not for the general public: babysitting, food service, and the serving of alcoholic beverages consumed on the premises.
23. **Five-Year Analysis Period**
 - a. For the purposes of Art. 12, the period of time between the submittal of a Traffic Impact Study and the end of the fifth year of the Florida Department of Transportation Five-Year Transportation Improvement Program in effect at the time of Traffic Impact Study submittal. **[Ord. 2007-013]**
24. **Fixed Mechanical Equipment** - mechanical equipment, such as an air conditioning unit, water cooling tower, swimming pool pump, irrigation pump, well water pump, fan, power generator or other similar power source equipment, permanently affixed to land or structure, as distinguished from temporary, portable, non-fixed mechanical equipment.
25. **Fixture** – the assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror and/or a refractor or lens. **[Ord. 2005-041]**
26. **Flag** - a fabric or plastic sheet of square, rectangular or triangular shape which is mounted on a pole, cable or rope at one end.

- sign program shall include, but not be limited to, indications of the locations, dimensions, colors, letter styles and sign types of all signs to be installed on a site.
23. **Master Storm Water Drainage System** – for the purposes of Art. 18, an engineered system, which may include culverts, retention areas, water control gates, control devices, earth grading and/or minimum floor elevations in development of building sites, designed to ensure less than one percent annual chance of flooding of the building sites. **[Ord. 2004-013]**
 24. **Material Culture** - for the purposes of Article 9 is any object that has been modified by a human being. **[Ord. 2008-037]**
 25. **Material, Excess** - excavated material not required for backfill or grading of the premises as determined by a final site plan.
 26. **Material, Extractive or Excavated** - earth, sand, gravel, rock, shellrock, muck, or other mineral or organic substance, other than vegetation, which naturally occurs upon a lot.
 27. **Maximum Contaminant Level** - for the purposes of Art. 15, the maximum permissible level of a contaminant in water which is delivered to any user of a water supply system.
 28. **Maximum Day** - for the purposes of Art. 15, the highest day of water consumption within any 24-hour period from midnight to midnight excluding fire flow.
 29. **Mean High Water** - for the purpose of Art. 15, the average height of tidal high water over a 19-year period.
 30. **Mean Sea Level** –
 - a. The average height of the sea for all stages of the tide based on the NGVD.
 - b. For the purposes of Art. 18, the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Article, the term is synonymous with 1929 National Geodetic Vertical Datum (NGVD). **[Ord. 2004013]**
 31. **Mechanical Equipment** – For the purposes of Art. 5, equipment and accessories, that relate to water supply, drainage, heating, ventilating, electrical, air conditioning and similar purposes. **[Ord. 2008037]**
 32. **Medical or Dental Office** - an establishment where patients, who are not lodged overnight, are admitted for immediate and/or emergency examination or treatment by persons practicing any form of healing or health-building services whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State of Florida. A pain management clinic shall not be considered a medical or dental office. **[Ord. 2010009]**
 33. **Medical or Dental Laboratory** - a facility for the construction or repair of prosthetic devices or medical testing exclusively on the written work order of a licensed member of the dental or medical profession and not for the public.
 34. **Membrane BioReactor Systems** - Facilities that treat raw sewage to tertiary levels for reuse water (irrigation quality water) or for discharge (ground or surface water recharge). These systems are enclosed within buildings and utilize hollow fiber or flat plate membranes and combine clarification, aeration and filtration to produce consistent, high quality effluent suitable for any discharge or reuse application. On-site storage tanks, distribution pumps and electrical equipment may also be associated with these facilities. **[Ord. 2007-013]**
 35. **Meteorological Tower** – A tower erected to measure atmospheric weather conditions. **[Ord. 2011-016]**
 36. **Mezzanine** - see Building Mezzanine.
 37. **Midden** – is a deposit of material culture refuse. Midden soils contain a high abundance of cultural resources and occasionally human remains. Midden soils tend to differ in color and composition from the surrounding soil matrix. **[Ord. 2008-037]**
 38. **Military Installation** - a facility designed for use by a branch of the United States Armed Forces.
 39. **Minimum Descent Altitude (MDA)** - for the purposes of Art. 16, the lowest altitude expressed in feet above mean sea level (AMSL), to which descent is authorized on final approach or during circling-to-land maneuvering in execution of a standard instrument approach procedure (SIAP) where electronic glide slope is not provided.
 40. **Minimum Obstruction Clearance Altitude (MOCA)** - for the purposes of Art. 16, the lowest published altitude in effect between radio fixes on Federal VOR airways, off-airway routes, or route segments that meets obstruction clearance requirements for the entire route segment and assures acceptable navigational signal coverage only within twenty-two miles to a VOR.

Tenth Order of Business



City of Westlake
Planning and Zoning Department
Staff Report – 12/26/2017

PETITION DESCRIPTION

DATE: December 26, 2017

PETITION NUMBER: TEXT-ULDC-2017-03 (*Ordinance 2018-2*)

APPLICANT: Cotleur & Hearing

OWNER: Minto PBLH, LLC

REQUEST: Amend the City of Westlake interim Unified Land Development Code (ULDC) to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods.

ANALYSIS

The subject application is a request for a text amendment to the City of Westlake's interim Unified Land Development Code (ULDC) to address regulatory and use provisions in **Articles 1, 3, and 4** as they relate to the following:

- Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods,
- Planned Unit Development (PUD) pods,
- Traditional Neighborhood Development (TND) pods, and
- Private Civic (PC) pods.

*Text amendments are provided in ~~striketrough~~ and underline format. Proposed modifications are included on the following **six (6) ordinances and its exhibits**:*

- Ordinance 2018-1
- **Ordinance 2018-2**
- Ordinance 2018-3
- Ordinance 2018-4
- Ordinance 2018-5
- Ordinance 2018-6

*The subject staff report will address **Ordinance 2018-2**.*

Ordinance 2018-2

The applicant is proposing to modify use provisions in Article 3, Chapter E, Table 3.E.1.B., entitled PDD Use Matrix, of the land development codes within the Interim City of Westlake ULDC to make adjustments to the uses which will be allowed in the PUD and MUPD categories.

The proposed text amendments to the PDD section of Article 3 addresses revisions to the PDD Use Matrix table, PUD regulations, and TTD regulations. In addition, the Applicant has taken the opportunity to update references to “Palm Beach County,” “BCC,” “county,” and prior ordinance references to be consistent with the City of Westlake. The applicant has requested multiple changes in the MUPD category for various uses which would be allowed in the EDC sub-category, either as a permitted right, an approval by the development review official, an approval by special permit and/or an approval by the City Council.

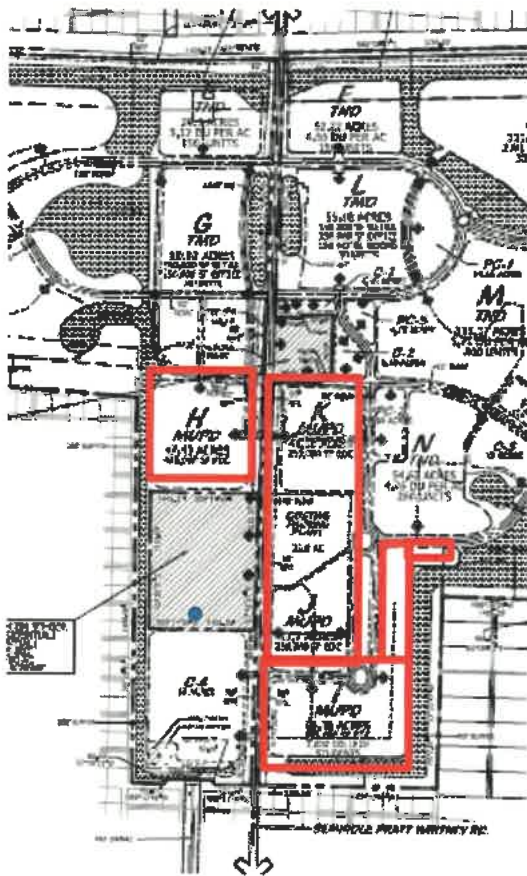


Table 3.E.1.B – PDD Use Matrix sets forth the permitted and prohibited uses for the EDC/MUPD pods within the City of Westlake. The vision for the EDC, as outlined in the current Future Land Use Element, is to accommodate employment opportunities, research parks, employment centers, and other ancillary uses to support the EDC uses. However, these types of uses are not fully reflected in the existing Table 3.E.1.B. The uses currently prescribed in the table include heavy industrial uses.

In order to foster the employment opportunities envisioned for this area of the City, the EDC pods must include opportunities for professional and medical offices, hospital or medical centers, assisted living facilities, universities, places of worship, financial institutions, personal services, etc. It is also appropriate to locate other business supporting uses in the EDC, such as car washes, auto repair services, convenience stores with gas sales, restaurants, fitness studios, etc.

The applicant also requested changes to the PUD category of use types to allow bed-and-breakfast facilities and community vegetable garden uses within the residential category. Staff has reviewed the request for these changes in allowable uses and supports the changes allowing for bed-and-breakfast facilities to be approved by the development review official and for City Council to approve community vegetable gardens.

Please see attached Ordinance 2018-2 and Exhibit “A”.

DEC 06 2017



Received

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City of Westlake ULDC Text Amendment

Justification Statement

December 5, 2017

Introduction

The subject application is a request for various text amendments to the City of Westlake Unified Land Development Code (ULDC). The purpose of the text amendments is to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods. All proposed modification as provided in the attached text amendment document in ~~striketrough~~ and underline format.

ARTICLE 1

DEFINITIONS

The Applicant proposed to add one new definition and modify two existing definitions. A definition of **Density Transition Zone (DTZ)** has been added and the definitions for **Fitness Center** and **Medical and Dental Office** have been modified slightly.

The DTZ is referenced and identified on the approved Final Master Plan, but is not formally defined in the ULDC. In order to prevent any confusion relative to the application of the DTZ, the Applicant proposes that a definition be added to Section 1.1.2.A. This will provide clarity of the terminology, since it does not exist outside of the Westlake Development Order, as well as provide consistency of its application.

Density Transition Zone (DTZ) – *The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units within the DTZ divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.*

$$DTZ = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF}$$

$$DTZ = 1,000 \text{ AC}$$

$$\text{Density} = 800 \text{ du} / 1,000 \text{ AC}$$

$$\text{Density} = 0.8 \text{ du/ac}$$

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The *Fitness Center* definition (No. 22) has been modified to include “wellness services.” It is typical for fitness facilities to include wellness services, such as nutritional coaching, BMI exams, blood pressure tests, minor medical treatments for exercise injuries, flu shots, etc. The additional text will address this use more clearly for future applications.

The *Medical or Dental Office* definition (No. 32) has been modified to include “immediate and/or emergent.” This addition will clarify the type of medical uses envisioned to be encompassed within the medical office category.

ARTICLE 3

PLANNED DEVELOPMENT DISTRICTS (PDDs) TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to the PDD section of Article 3 is to address revisions to the PDD Use Matrix table, PUD regulations, and TTD regulations. In addition, the Applicant has taken the opportunity to update references to “Palm Beach County,” “BCC,” “county,” and prior ordinance references, which are no longer applicable.

1. PDD Use Matrix

Table 3.E.1.B – PDD Use Matrix sets forth the permitted and prohibited uses for the EDC/MUPD pods within the City of Westlake. The vision for the EDC, as outlined in the current Future Land Use Element, is to accommodate employment opportunities, research parks, employment centers, and other ancillary uses to support the EDC uses. However, these types of uses are not fully reflected in Table 3.E.1.B. The uses currently prescribed in the table include heavy industrial uses. In order to foster the employment opportunities envisioned for this area of the City, the EDC pods must include opportunities for professional and medical offices, hospital or medical centers, assisted living facilities, universities, places of worship, financial institutions, personal services, etc. It is also appropriate to locate other business supporting uses in the EDC, such as a car wash, auto repair services, convenience stores with gas sales, restaurants, fitness, etc. The proposed amendments to Table 3.E.1.B – PDD Use Matrix are provided in the attached text amendment document in ~~strikethrough~~ and underline format.

2. PUD Regulations

The PUD provisions of Article 3 are designed to address stand-alone PUD’s which are typical of residential development in Palm Beach County. These typical PUD’s are self-contained and not part of a larger community design. The PUD pods within the City of Westlake are unique in that they are one component of a larger TTD framework. Therefore, it is appropriate to amend certain PUD code requirements within the ULDC to be reflective of this unique development pattern. The proposed amendments will bring clarity and consistency with how these regulations are applied within the Westlake TTD. The proposed amendments to PUD regulations are generally

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described below and are provided in the attached text amendment document in ~~strike through~~ and underline format.

Neighborhood Park

Section 3.E.2.B.2.c. of the City's ULDC requires a Neighborhood Park to be provided within the PUD pods as part of the Performance Standards. The Neighborhood Park requirement is above and beyond the Parks and Recreation requirement of 0.006 acres of recreation area per dwelling unit. The PUD section of the ULDC (Art. 3.E.2.E.3) requires that recreation areas comply with Art. 5.D. Article 5.D.2.B, *Community and Neighborhood Park Recreation Standards*, sets forth the standards for Neighborhood Parks. The size of the park is the equivalent of 2.5 acres per 1,000 people, based on 2.32 people per unit.

The Applicant is providing a large recreation amenity on Pod PC-1 that will contain water facilities, playgrounds, walking paths, sports courts, a clubhouse, etc. The amenities within Pod PC-1 will far exceed the recreational needs of the City. Smaller tot lots and passive open space areas will be provided within the residential areas as part of the required recreation acreage. Requiring a Neighborhood Park in addition to recreation areas within each pod will dilute the potential of the formal amenity facility in Pod PC-1. Therefore, the Applicant is requesting that the Neighborhood Park not be required for those pods in proximity to Pod PC-1 the ability to combine the Neighborhood Park requirement within the recreation acreage. In addition to Pod PC-1 there are four other private civic pods located throughout the City that will also provide neighborhood services and amenities to the community.

PUD Thresholds

Table 3.E.2.C of the City's ULDC requires a minimum of 40 percent open space within each PUD pod. The current ULDC is designed to address stand-alone PUD's which are not part of a larger community design. As part of the Development Order for Minto Westlake TTD, the Applicant is required to maintain a Natural Transect area of 55 percent. The Natural Transect, by design, maximizes open space outside of the pod boundaries. In order to provide for this significant amount of Natural Transect, the pod boundaries were reduced. The intent of the initial design was for the development to be concentrated within the pod boundaries, so the natural, open space areas could exist outside of the pod. This allows larger tracts of natural areas to be created, rather than small, less usable open space areas within the pods. Therefore, the proposed text amendment would establish an open space requirement of 27 percent within the PUD pod boundaries. As part of this amendment, the Applicant has also taken the opportunity to strike language related to the AGR district and Exurban/Rural transect, which are not applicable to the City of Westlake.

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3. TDD Regulations

Unlike most areas of the current ULDC, the TDD portion of Article 3 has never been implemented in a physical form within Palm Beach County. Therefore, the design provisions have never been tested and are not reflective of current traditional neighborhood trends in the marketplace. Therefore, it is appropriate to amend certain TDD code requirements within the ULDC to recognize industry standards for traditional communities and be reflective of current development patterns that have been field tested and proved successful. The proposed standards have been constructed throughout the State of Florida and have produced the intended results. The proposed amendments to TDD regulations are generally described below and are provided in the attached text amendment document in ~~striketrough~~ and underline format.

Traditional Development Permitted Use Schedule

Table 3.F.1.F of the City's ULDC sets forth the permitted uses within the TND and TMD pods. The Westlake Development Order outlines certain conditions of approval that are specific to Private Civic (PC) pods. Resolution 2014-1646, Private Civic, condition no. 1 requires all private civic pods to "follow the development regulations of a Traditional Neighborhood District and Neighborhood Center requirements." Therefore, there is a need to reflect the uses intended to occupy the PC pods in Table 3.F.1.F. The use schedule has been revised to include uses such as passive and public parks, outdoor entertainment, restaurants, and other supportive uses. References to Exurban/Rural tiers has been struck as well.

Block Dimensions

Table 3.F.2.A of the City's ULDC establishes minimum and maximum block standards for TND neighborhoods. Modifications to the block lengths and average perimeters are proposed to allow more flexibility in the neighborhood design. The current regulations would result in a significant increase in pavement and segregation of the home layouts. In addition, the adjusted block lengths will provide the ability to for more curvature in the streets, on-street parking, and street trees. The proposed amendments are based on street designs utilized in numerous traditional communities throughout Palm Beach County.

Street Design Standards

TABLE 3.F.2.A of the City's ULDC establishes standards for street cross-sections. To provide clarity, the Applicant is proposing to add "minimum" to the table's title. In the past, there have been instances where the design standards were applied as both maximum and minimum thresholds. It is the intent that the standards provided in the table be applied as minimum thresholds.

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It is the visions of the Applicant to produce streets that are appropriately scaled and comfortable to the City's future residents. The standards within Table 3.F.2.A are set up to produce much wider roadways that are inconsistent with sound neighborhood design. Narrower streets help to establish a sense of place, solicit lower traffic speeds, and create more integration with the development pods.

Parking

The current TDD code requires structured parking to be provided when the parking ratio exceeds 1 sp/250 sf. This ratio is proposed to reflect a ratio of 1 sp/200 sf, to avoid forcing medical users, who have higher parking ratios, to construct structured parking. Within the EDC/MUPD district, where medical uses are desired, this provision would be especially problematic. The structured parking thresholds should come into effect when excessive amounts of surface parking occur, not when the minimum parking standards required by code are being provided. This would create a significant barrier to entry.

TND Setback Standards

As discussed above, the PC pods are required to adhere to the Neighborhood Center provisions within the framework of the TND. The ULDC provisions for the Neighborhood Center are designed to accommodate small centers located within the TND pods. However, the Conceptual Plan and Final Master Plan for the City of Westlake reflect the co-location of these civic uses into pods outside of the TND pods, which the current ULDC did not anticipate. Therefore, revisions to the setback chart are necessary to create minimum setback standards, rather than maximum setbacks. The PC pods are smaller pods that do not meet the minimum sizes necessary to create effective streets and block structures that are needed to meet the building orientation and build-to line standards. The proposed amendments provide exceptions for PC pods from such requirements, which leaving opportunity for neighborhood centers to be provided within the TND pods in the future.

ARTICLE 4 USE REGULATIONS TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to Article 4 is to address use regulations for **Place of Worship, Medical or Dental Office and Retail Sales, General**. In addition, the Applicant has taken the opportunity to update references to "Palm Beach County," "BCC," "county," and prior ordinance references, which are no longer applicable.

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Article 4, note 29 refers to **Place of Worship**. Recently, Palm Beach County amended Article 4 of the ULDC to address Places of Worship. The revised language included criteria to address location, access, and size.

Article 4, note 83 refers to **Medical or Dental Office**. The modifications to this note are the same as the definition changes made in Article 1. The change in Article 4 is simply to make the two Articles consistent.

Article 4, note 114 refers to **Retail Sales, General**. The additional language in the note establishes a square footage threshold for retail uses within the EDC/MUPD district of 2,500 square feet. This will help ensure that the types of retail uses locating within the EDC remain accessory to and supportive of employment uses. Tenants occupying more than 2,500 square feet will only be permitted as a requested use.

Conclusion

The proposed ULDC text amendment is consistent with the City's Comprehensive Plan. The Applicant looks forward to working with Staff to respond to any questions or issues that might arise as a result of your review.

ORDINANCE NO. 2018- 2

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S INTERIM LAND DEVELOPMENT CODE, ARTICLE 3, CHAPTER E, PLANNED DEVELOPMENT DISTRICTS ("PDDs"), SECTION 1(B), TABLE 3.E.1.B., PROVIDING FOR ADDITIONAL TYPES OF USES WITHIN THE PDD USE MATRIX TABLE FOR THE ECONOMIC DEVELOPMENT CENTER ("EDC") CATEGORY FOR MIXED USE PLANNED DEVELOPMENTS("MUPD") AND PLANNED UNIT DEVELOPMENTS ("PUD"); PROVIDING FOR AMENDMENTS TO THE USES ALLOWED WITHIN EACH CATEGORY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Developer has requested review use provisions in Article 3, Chapter E, Table 3.E.1.B., entitled PDD Use Matrix, of the land development codes within the City of Westlake to make adjustments to the uses which will be allowed in the PUD and MUPD categories; and

WHEREAS, the applicant requested changes to the PUD category of use types which would allow bed and breakfast facilities or community vegetable garden uses within the residential category; and

WHEREAS, the staff has reviewed the request for change in allowable uses and agrees with the reasonable request of the applicant, staff supports the change, allowing for bed and breakfast facilities to be approved by the development review official and requests for community vegetable gardens would be approved by the City Council; and

WHEREAS, the applicant has requested multiple changes in the MUPD category for various uses which would be allowed in the EDC category, either as a permitted right, approval by the development review official, approval by special permit and/or approval by the City Council; and

WHEREAS, the staff has reviewed the changes as requested by the applicant within table 3.E.1.B, for multiple uses in the MUPD, EDC category, and staff would recommend approval of the changes as noted in the table for each use type listed therein, as being permitted by right, approval by the development review official, approval by special permit and/or approval by the City Council; and

WHEREAS, the Developer's requested changes to the City of Westlake's interim land development code are shown in underline for the additions to the code and strike through for the deletions to the code, as set forth in the attached Exhibit "A"; and

WHEREAS, the City of Westlake's Planning and Zoning Board, sitting as the Local Planning Agency(LPA), had the opportunity to review the requested changes at a public hearing, and to make a recommendation to the City Council for the City of Westlake; and

WHEREAS, the staff for the City of Westlake has reviewed the request of the applicant and the Article 3, Chapter E, Table 3.E.1.B., entitled PDD Use Matrix, of the City's interim land development code, which additions will for additional uses with the PUD, residential use category and in the MUPD, EDC category as modified herein; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the City Council for the City of Westlake has found and determined that the adoption of the land development text amendment to Article 1, Chapter E, Table 3.E.1.B., entitled PDD Use Matrix, will preserve the public health, safety and welfare, enhance the value and character of the community and implement the interim adopted comprehensive plan.

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

Section 1. Incorporation: The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment: The City of Westlake hereby amends the interim Land Development Code, Article 1, Chapter E, Table 3.E.1.B., entitled PDD Use Matrix, as shown in underline and strikethrough format, in the Exhibit "A" attached hereto and incorporated herein.

Section 3. Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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

PASSED this _____ day of January, 2018, on first reading.

PASSED AND ADOPTED this _____ day of February, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra DeMarco, City Clerk

City Attorney
Pam E. Booker, Esq.

Exhibit "A"
City of Westlake Amendment to Article 3, Chapter E, Table 3.E.1.B.

ARTICLE 3
OVERLAYS & ZONING DISTRICTS

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Unified Land Development Code Article 3 - Overlays & Zoning Districts Supplement No. 20 (Printed 05/16) 1 of 234 00876452-12) Sites with an LR-3 Future Land Use designation shall provide, at a minimum, 33 percent of the maximum PUD density; or [Ord. 2010-005]

3) Sites with Future Land Use designations of MR-5 or higher shall provide, at a minimum, 20 percent of the maximum PUD density. [Ord. 2010-005]

Minimum workforce housing units shall be calculated in accordance with Art. 5.G.1,

Workforce Housing Program. [Ord. 2010-005] 3. Uses Allowed

Uses allowed in a PDD shall be pursuant to Table 3.E.1.B-22, PDD Use Matrix. Previously approved planned developments shall be governed by the FLU designation in the Plan or pod designation on the most recent approved master plan for purpose of determining the uses allowed and applicability of this Code. Previously approved additional requested uses shall be considered conforming uses, and any expansion, relocation or increase in intensity shall be subject to BCC approval. [Ord. 2005041]

4. Use Regulations

Uses permitted in a PDD shall be according to the pod designation on the master plan approved by the DRO, or the land use designation of the PDD, whichever is applicable. Uses may be further limited by the development order, concurrency reservation, or other applicable requirement. [Ord. 2009-040]

a. Use Designations

Uses permitted in a PDD are classified as: permitted, special, DRO, or requested, as indicated in Table 3.E.1.B, PDD Use Matrix.

1) Permitted Uses (P)

These uses are allowed by right and are identified by a P in the matrix.

2) Special Uses (S)

These uses require approval of a special permit and are identified by a S in the matrix.

3) DRO Uses (D)

These uses require approval by the Development Review Officer (DRO) and are identified by a D in the matrix.

4) Requested Uses (R)

These uses require approval by the BCC in accordance with the standards and procedures in Article 2.B, PUBLIC HEARING PROCEDURES, and are identified by a R in the matrix.

a) Location

Requested uses shall be shown on the master plan or site plan approved by the BCC and shall remain in the location shown.

b. Supplementary Use Standards

A number in the "Note" column of Table 3.E.1.B, PDD Use Matrix, refers to supplementary land use standards in Article 4.B, SUPPLEMENTARY USE STANDARDS, which are applicable to the use.

ARTICLE 3

OVERLAYS & ZONING DISTRICTS

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- 6) Utility, minor [Ord. 2005 - 002]
- 7) Water Treatment Plant. [Ord. 2005 – 002]

b. Hours of Operation

Commercial uses shall not commence business activities, including deliveries and stocking, prior to 6:00 AM nor continue business activities later than 11:00 PM daily.

4. CLO District

a. Enclosed Uses

All uses shall be operated entirely within enclosed buildings, with the following exceptions:

- 1) Air curtain incinerator, temporary;
- 2) Communication tower, commercial;
- 3) Electrical power facility;
- 4) Park, passive;
- 5) Recreation facility, accessory;
- 6) Recycling Drop-Off Bin; [Ord. 2013-001]
- 7) Solid waste transfer station;
- 8) Utility, minor; and
- 9) Water or wastewater plant.

5. CC District

a. Hours of Operation

Commercial uses requiring outdoor activity shall not commence business activities, including delivery and stocking operations, prior to 6:00 AM nor continue outdoor activities later than 11:00 PM daily.

6. IL and IG Districts

a. Outdoor Activities

All outdoor activities, including outdoor storage and outdoor operations, shall be completely screened from view from all property lines to a height of six feet.

CHAPTER E PLANNED DEVELOPMENT DISTRICTS (PDDs)

Section 1 General

A. General

1. Purpose and Intent

The purpose of (PDDs) is to provide opportunities for development patterns which exceed the expectations of the standard zoning districts, and allow for the creative use of land. The types of development addressed in this Chapter include those encouraged by the Managed Growth Tier System (MGTS) in the Plan. The intent of this Chapter is to encourage ingenuity, and imagination on the part of, architects, landscape architects, engineers, planners, developers, and builders to create development that promotes sustainable living, addresses traffic impacts, encourages alternative modes of transportation, creates logical street and transportation networks, preserves the natural environment, enhances the built environment, provides housing choices, provides services to the community, encourages economic growth, encourages infill development and redevelopment, and minimizes impacts on surrounding areas through the use of flexible and innovative land development techniques. [Ord. 2009-040]

2. Applicability

In addition to the other Articles in this Code, the requirements of this Chapter shall apply to all PDDs, modifications to previously approved PDDs, and modifications to previously approved special exceptions for planned developments, unless otherwise stated.

a. Previous Approvals

Previously approved planned developments with a Development Order that does not conform to provisions in this Code shall be considered conforming in accordance with [Art. 1.E, Prior Approvals](#), where in compliance with the requirements of [Art. 3.A.3, Zoning District Consistency with Future Land Use Atlas \(FLUA\)](#). [Ord. 2009-040] [Ord. 2010-022] [Ord. 2011-016]

1) Development Order Amendment

Shall be in compliance with [Art. 3.A.3, Zoning District Consistency with Future Land Use Atlas \(FLUA\)](#). [Ord. 2009-040] [Ord. 2011-016]

2) Additional Requested Uses

Previously approved "Additional Requested Uses" shall remain conforming uses, and may be modified or expanded, subject to a DOA Approval. [Ord. 2005 – 002] [Ord. 2009-040]

b. Government Facilities

A parcel of land in any FLU category that supports government facilities shall be exempt from the PDD threshold provisions. [Ord. 2007-013] [Ord. 2009-040]

3. Conflicts

If a conflict exists between this Chapter and other Articles in this Code, the provisions of this Chapter shall apply to the extent of the conflict.

B. FAR, Density, and Use Standards

1. PDDs Split by FLU Designations

Uses allowed, PDRs, density and intensity shall be determined by the land use designation on the affected area. In the U/S Tier, density may be transferred from one portion of the project to another based on the gross acreage of the project. [Ord. 2009-040]

2. Density

a. Computation

Density shall be based on the gross acreage of the planned development. Fractions shall be rounded down to the nearest whole number.

b. Minimum Density

The minimum density which may be imposed by the BCC in a PUD is indicated in Table 3.E.1.B, PUD Density. An applicant may voluntarily agree to a lesser density. The Planning Director may waive the minimum density requirement in the HR FLU designations by up to 25 percent, per the FLUE minimum density exemption Section of the Plan. [Ord. 2009-040]

c. Maximum Density

The maximum density shall only be awarded to a PUD meeting the goals, policies and objectives in the Plan. The maximum density allowed in a PUD is indicated in Table 3.E.1.B, PUD Density. The actual density granted by the BCC to a planned development may be less than the maximum density allowed.

1) Density Bonus Programs

A PDD may qualify for additional units over the maximum density pursuant to [Art. 5.G.1, Workforce Housing Program \(WHP\)](#), [Art. 5.G.3, Transfer of Development Rights](#), or other density bonus program allowed by the Plan. [Ord. 2005 – 002]

Table 3.E.1.B - PUD Density

	AGR	RR	AGE	LR1	LR2	LR3	MR5	HR8	HR12	HR18
MIN	0.5 du/ac	(1)	(3)	0.5 du/ac	1 du/ac	2 du/ac	3 du/ac	5 du/ac	5 du/ac	5 du/ac
MAX	1 du/ac	(2)		1 du/ac	2 du/ac	3 du/ac	5 du/ac	8 du/ac	12 du/ac	18

[Ord. 2006-004] [Ord. 2010-022] [Ord. 2014-031]

Notes:

- The minimum density in the RR FLU designation for a PUD are as follows: RR20 - 0.5 unit/20 acres; RR10 - 0.5 unit/10 acres; RR5 - 0.5 unit/5 acres; RR2.5 - 0.5 unit/2.5 acres.
- The maximum density in the RR FLU designations for a PUD are as follows: RR20 - 1 unit/20 acres; RR10 - 1 unit/10 acres; RR5 - 1 unit/5 acres; RR2.5 - 1 unit/2.5 acres.
- Minimum and maximum density shall be in accordance with the AGE FLUA Conceptual Plan. [Ord. 2014-031]

d. MXPD/PIPD

Density in a MXPD or PIPD shall be determined by the underlying residential FLU designation and correspond to Table 3.E.1.B, PUD Density. Land with a commercial or industrial land use designation without an underlying residential land use designation shall be assigned a compatible residential density by the Planning Director in accordance with the Plan. [Ord. 2009-040]

e. MLU

Density in a MLU land use designation shall be determined by the underlying residential FLU designation(s) and correspond to Table 3.E.1.B, PUD Density. Land without an underlying residential land use designation(s) shall be assigned a compatible residential density by the Planning Director in accordance with FLUE Policy 4.4.2-b of the Plan. [Ord. 2009-040]

f. LCC Minimum Density Requirements

All residential units shall be vertically or horizontally integrated. The minimum required density shall be determined as a percentage of maximum density indicated in [Table 3.E.1.B, PUD Density](#), as follows: [Ord. 2010-005]

1) Sites with Future Land Use designations of LR-2 or lower shall provide, at a minimum, 50 percent of the maximum PUD density; or [Ord. 2010-005]

- 2) Sites with an LR-3 Future Land Use designation shall provide, at a minimum, 33 percent of the maximum PUD density; or **[Ord. 2010-005]**
- 3) Sites with Future Land Use designations of MR-5 or higher shall provide, at a minimum, 20 percent of the maximum PUD density. **[Ord. 2010-005]**

Minimum workforce housing units shall be calculated in accordance with [Art. 5.G.1. Workforce Housing Program.](#) **[Ord. 2010-005]**

3. Uses Allowed

Uses allowed in a PDD shall be pursuant to Table 3.E.1.B-22, PDD Use Matrix. Previously approved planned developments shall be governed by the FLU designation in the Plan or pod designation on the most recent approved master plan for purpose of determining the uses allowed and applicability of this Code. Previously approved additional requested uses shall be considered conforming uses, and any expansion, relocation or increase in intensity shall be subject to BCC approval. **[Ord. 2005041]**

4. Use Regulations

Uses permitted in a PDD shall be according to the pod designation on the master plan approved by the DRO, or the land use designation of the PDD, whichever is applicable. Uses may be further limited by the development order, concurrency reservation, or other applicable requirement. **[Ord. 2009-040]**

a. Use Designations

Uses permitted in a PDD are classified as: permitted, special, DRO, or requested, as indicated in

[Table 3.E.1.B. PDD Use Matrix.](#)

1) Permitted Uses (P)

These uses are allowed by right and are identified by a P in the matrix.

2) Special Uses (S)

These uses require approval of a special permit and are identified by a S in the matrix.

3) DRO Uses (D)

These uses require approval by the Development Review Officer (DRO) and are identified by a D in the matrix.

4) Requested Uses (R)

These uses require approval by the BCC in accordance with the standards and procedures in [Article 2.B. PUBLIC HEARING PROCEDURES.](#) and are identified by a R in the matrix.

a) Location

Requested uses shall be shown on the master plan or site plan approved by the BCC and shall remain in the location shown.

b. Supplementary Use Standards

A number in the "Note" column of Table 3.E.1.B, PDD Use Matrix, refers to supplementary land use standards in [Article 4.B. SUPPLEMENTARY USE STANDARDS.](#) which are applicable to the use.

(This space intentionally left blank)

Table 3.E.1.B - PDD Use Matrix

Use Type	PUD				MUPD								MXPD		PIPD			LCC		NOTE		
	Pods				FLU								FLU		Use Zone			FLU				
	R	C	R	C	A	C	C	C	C	I	E	I	C	C	I	C	I	M	R		C	C
	E	O	E	I	L	H	L	H	R	D	N	C	N	H	H	N	O	N	H		V	L
S	M	C	V	G		O	O		D	S	T	O	O	D	M	D	G	D	D			
Residential Uses																						
Single Family	P																				122	
Zero Lot Line Home	P												P	P							142	
Townhouse	P												P	P						P	P	132
Multi-Family	P												P	P						P	P	87
Mobile Home Dwelling				S														P			85	
Accessory Dwelling	S			S																	1	
Congregate Living Facility, Type 1	P										R										34	
Congregate Living Facility, Type 2	R			S							R									D	D	34
Congregate Living Facility, Type 3	R	R		R		R	R	R	R		R		R	R						R	R	34
Estate Kitchen	P																					48
Farm Residence																						50
Farm Worker Quarters				P																		51
Garage Sale	P			P								P	P	P				P			60	
Guest Cottage	P																					66
Home Occupation	P			P									P	P				P		P	P	70
Kennel Type I (Private)	P																					73
Nursing Or Convalescent Facility		R		R		R	R				R	D	R									90
Security Or Caretaker Quarters		S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S			119
[Ord. 2005-002] [Ord. 2006-036] [Ord. 2007-001] [Ord. 2008-037] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2014-025]																						
Notes:																						
P Permitted by right																						
D Permitted subject to approval by the DRO																						
S Permitted in the district only if approved by Special Permit																						
R Permitted in the district only if approved by the Board of County Commissioners (BCC) Westlake City Council as a requested use.																						

(This space intentionally left blank)

Table 3.E.1.B - PDD Use Matrix Continued

Use Type	PUD				MUPD						MXPD	PIPD			LCC		NOTE				
	Pods				FLU						FLU	Use Zone			FLU						
	R	C	R	CA	C	C	C	C	I	E	I	C	C	I	C	I		M	R	C	C
	E	O	E	IG	L	H	L	H	R	D	N	H	H	N	O	N		H	V	L	H
S	M	C	VR			O	O		D	S	O	O	D	M	D	D	D				
			P						T				G								
Commercial Uses																					
Adult Entertainment													SS						2		
Auction, Enclosed	R				P			PD					P					PP	16		
Auction, Outdoor					R			RR					PPP						16		
Auto Paint Or Body Shop	R				R			R	R				PPP						17		
Bed And Breakfast	D	D			S	S	S	S	S	R		SS	S						20		
Broadcast Studio	R				R	P	R	P	P	P		RR	PP					RR	21		
Building Supplies	R				R					R		R	P					RR	22		
Butcher Shop, Wholesale					R				P			R	PPP						23		
Car Wash	R				R				P	R		R	PPP					RR	25		
Catering Service													D						26		
Contractor Storage Yard									PD				P	P					35		
Convenience Store	P				P	P						PP	P		P	P	PP		36		
Convenience Store With Gas Sales					R	R			R			R	RP					R	37		
Crematory					R	R			R	R		R	R						59-2		
Day Labor Employment Service	R				R				R				P						41		
Dispatching Office					R							R	PPP						42		
Dog Day Care					R				R			R	PR					RR	43		
Financial Institution	R				R	P	R	P		P		PP	P					RR	55		
Flea Market, Enclosed	P				R							R	P					R	57		
Flea Market, Open					R								R						58		
Funeral Home	P				R	R			D	R		R	P						59-1		
Gas and Fuel, Retail	R				R	R						R	PRP					RR	18		
Green Market										D								DD	64		
Hotel, Motel, SRO, Rooming And Boarding					R		R	R		R		RR	P					R	72		
Kennel, Type II (Commercial)	R				R							R							74-1		
Kennel, Type III (Commercial -Enclosed)	R				R	R						R						RR	74-2		
Kiosk					P	P	P	P	P			PP	PPP					PP	75		
Landscape Service	R				R				P	R		R	PPP						77		
Laundry Services	R				P	P		P				PP	PP		P	P	PP		78		
[Ord. 2005-002] [Ord. 2004-051] [Ord. 2006-036] [Ord. 2007-001] [Ord. 2008-037] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2011-016] [Ord. 2012-0031] [Ord. 2012-027] [Ord. 2013-001] [Ord. 2014-025]																					
Notes:																					
P Permitted by right D Permitted subject to approval by the DRO S Permitted in the district only if approved by Special Permit R Permitted in the district only if approved by the Westlake City Council Board of County Commissioners (BCC) as a requested use.																					

Table 3.E.1.B - PDD Use Matrix Continued

Use Type	PUD				MUPD					MXPD		PIPD			LCC		NOTE				
	Pods				FLU					FLU		Use Zone			FLU						
	R	C	R	CA	C	C	C	C	I	E	I	C	C	I	C	I		M	R	C	C
	E	O	E	IG	L	H	L	H	R	D	D	H	H	N	O	N		H	V	L	H
S	M	C	VR			O	O		N	N	O	O	N	M	D	P	P				
			/						D	S			D	G	D	D	D				
			P							T											
Commercial Uses																					
Lounge, Cocktail	R				R	R	R	R				R	R	R				R	R	79	
Medical Or Dental Office	P				P	P	P	P				P	P	P				P	P	83	
Monument Sales, Retail					P	P						P		P						86	
Office, Business Or Professional	P				P	P	P	P				P	P	P				P	P	91	
Parking Garage, Commercial	P					R		R	R					P						95	
Parking Lot, Commercial	R					R		R	P											96	
Pawshop						R														97	
Personal Services	P				P	P		P				P	P	P		P		P	P	98	
Printing And Copying Services	P				P	P	P	P				P	P	P				P	P	100	
Repair And Maintenance, General	R					R				P				P	P	P				107	
Repair Services, Limited	P				P	P		P		P		P	P	P		P		P	P	108	
Restaurant, Type I	R				R	R		R				R	R	R		R		R	R	109	
Restaurant, Type II	R				R	D		R	R			D	R	R		R		D	D	111	
Retail Sales, Auto Accessories and Parts	P				P	P						P	P	P		P		P	P	113	
Retail Sales, General	P				P	P						P	P	P		P		P	P	114	
Retail Sales, Mobile Or Temporary	S											S		S		S				116	
Self-Service Storage					R	R				P				P	R	P				120	
Theater, Drive-In						R			R						R					128	
Theater, Indoor	R					R			P			R						R		129	
Towing Service And Storage										P		P		P						130	
Vehicle Sales And Rental	R				R	R						R		R		R		R	R	135	
Veterinary Clinic	R				R	P	R	P				R	R	P				R	R	136	
Vocational School	R				R	P		P		P	R	D	R	R	R	P	R	R	P	137	
Work/Live Space	P				P	P	P	P				P	P	P		P		P	P	141-1	
Live/Work												D	D					D	D	141-2	
[Ord. 2005-002] [Ord. 2006-004] [Ord. 2007-001] [Ord. 2007-013] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2010-022] [Ord. 2012-027] [Ord. 2014-025]																					
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Table 3.E.1.B - PDD Use Matrix Continued

Use Type	PUD				MUPD						MXPD		PIPD			LCC		NOTE		
	Pods				FLU						FLU		Use Zone			FLU				
	R E S	C O M	R E C	CA IG VR / P	C L	C H	C L	C H	C R	I D N D	E D N S T	I C H O	C H O	I C N D	C O M D G	M H P D	R V P D		C L	C H
Public and Civic Uses																				
Airport, Heliport & Landing Strip									R	R	R			R	R				10	
Assembly, Nonprofit Institutional	R		R		R	R		R	R	R	R	R	R	R				R	R	14
Assembly, Nonprofit Membership			R		R	R	R	R	R	R	R	R	R	R				R	R	15
Cemetery			R																	27
Place Of Worship	R		R		R	R	R	R	R	R	R	R	R	R		R		R	R	29
College Or University			R		R	R	R	R	R	R	R	R	R	R				R	R	30
Day Camp			P	P		R		P			P	R						R	R	39
Day Care, General	R		R		R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	40
Day Care, Limited	D		D		D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	40
Government Services	P		P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	63
Homeless Resource Center						R	R				R			R	R					70-1
Hospital Or Medical Center	R				R	R	R			R	R	R	R	R				R	R	71
Kennel, Type IV (Animal Shelter)					R	R					R	R								74-3
School, Elementary Or Secondary			R		R	R	R	R		R	D	R	R	R				R		118
Recreation Uses																				
Arena, Auditorium Or Stadium	R				R			R				R								12
Campground								P									P			24
Entertainment, Indoor	R				R	R		P	P	P	R	R	P	P				R	R	45
Entertainment, Outdoor	R				R	R		P	D	P	R	R	P	P						46
Fitness Center	R	P	R		R	R		R	P	P	P	P	P	R	P			R	P	56
Golf Course			R		R	R	R	R	R	R		R	R	P	P	P	R			62
Gun Club, Enclosed						R		R	R				P	R	P					67-1
Marine Facility	R	R			R	R	R				R	R	P							82
Park, Passive	P	P	P	P	R	P	P	P	P		P	P	P	P	P	P	P	P	P	93
Park, Public			P	P	R	P		P	P	P	P	P	P	P	R	R	P	P		94
Shooting Range, Outdoor								R												67-2
Special Event	S	S	S		S	S		S	S	S	S	S	S	S	S		S	S		124
Zoo					R			R												143
[Ord. 2005-002] [Ord. 2006-004] [Ord. 2006-013] [Ord. 2008-037] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2010-022] [Ord. 2012-007] [Ord. 2012-027] [Ord. 2014-025]																				
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Table 3.E.1.B - PDD Use Matrix Continued

Use Type	PUD				MUPD						MXPD		PIPD				LCC		N O T E			
	Pods				FLU						FLU		Use Zone				FLU					
	R E S	C M	R C	C V	A I /	C G R P	C L	C H	C L	C H	C R	I D N D	E C N S T	I C H	C H	O	I C N D G	M H P D		R V P D	C L	C H
Agricultural Uses																						
Agriculture, Bona Fide				P																		3
Agriculture, Light Manufacturing																						4
Agriculture, Packing Plant				R																		5
Agriculture, Research/Development					P	P	P	P	P	P	P	P	P			P	P					3.1
Agriculture, Sales And Service						P										P						6
Agriculture, Storage																						7
Agriculture, Transshipment											P	P				P	P					8
Aviculture, Hobby Breeder				P																		19
Community Vegetable Garden	R	D										D										32
Equestrian Arena, Commercial				R						P												47
Farmers Market						P				P	P			P	P	P	P					52
Farrier																						53
Groom's Quarters	P			P																		65
Nursery, Retail		P		P	P									P		P						88
Nursery, Wholesale				P												P	P					89
Potting Soil Manufacturing																						99
Produce Stand																						101
Shadehouse				P																		121
Stable, Commercial				P						P												125
Stable, Private	P			P																		126
Sugar Mill Or Refinery																	P					127
[Ord. 2005-002] [Ord. 2006-036] [Ord. 2008-037] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2012-027] [Ord. 2014-025] [Ord. 2015-031]																						
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Table 3.E.1.B - PDD Use Matrix Continued

Use Type	PUD				MUPD						MXPD		PPD			LCC		NOTE						
	Pods				FLU						FLU		Use Zone			FLU								
	R E S	C O M	R E C	C A V G R	C L	C H	C L	C H	C R	I D N	E D C S T	I N	C H	C H	O	I N D	C O M		I N D	M H P D	R V P D	C L	C H	
Utilities and Excavation Uses																								
Air Curtain Incinerator																								9
Air Stripper, Remedial																								11
Chipping and Mulching										P						P	P							28
Communication Cell Sites On Wheels (COW) Tower, Mobile	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	31
Communication Panels, Or Antennas, Commercial	B	D	D	D	D	D	D	D	P	P	R	D	D	D	P	P	P					D	D	31
Communication Tower, Commercial					R					R	R	R	R	R	R	R	R					R		31
Composting Facility										P						P	P							33
Electric Power Facility		R			R	R	R	R								R	R	R						44-1
Electric Transmission Facility		R			R	R	R	R	R							R	R	R						44-2
Excavation, Agricultural				R																				49
Excavation, Type I																								49
Excavation, Type II	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	49
Excavation, Type III A																		R						49
Excavation, Type III B																	R							49
Recycling Center					A				P	D	R	R				P	A	P						103
Recycling Drop-Off Bin		D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D				D	D	104
Recycling Plant										P						P	P							105
Renewable Energy Facility, Solar		D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	B	B				106-1
Renewable Energy Facility, Wind					R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	106-2
Sanitary Landfill Or Incinerator																								117
Solid Waste Transfer Station					R	R	R	R	R	R						P	R	P						123
Utility, Minor	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	134
Water Or Treatment				R	R	R	R	R					R	R	P	P	R	R						139
[Ord. 2005-002] [Ord. 2006-004] [Ord. 2007-001] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2013-001] [Ord. 2014-025] [Ord. 2016-016]																								
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Table 3.E.1.B - PDD Use Matrix Continued

Use Type	PUD				MUPD					MXPD		PIPD			LCC		N O T E				
	Pods				FLU					FLU		Use Zone			FLU						
	R	C	R	CA	C	C	C	C	I	E	I	C	C	I	C	I		M	R	C	C
	E	O	E	IG	L	H	L	H	R	D	N	H	H	N	O	N		H	V	L	H
S	M	C	VR			O	O		D	C	N	O	D	M	N	P	P				
			/													D	D				
			P																		
Industrial Uses																					
Asphalt Or Concrete Plant									R						P				13		
Data Information Processing					P	P	P	P	P		P	P	P	P				P	P	38	
Film Production Studio					P	P	R	P	P				P	P	P			P		54	
Gas And Fuel, Wholesale									R						P					61	
Heavy Industry									R				R	P						69	
Laboratory, Research					R	R	R	R	R	P	P	R	R	P	R	P		R	R	76	
Machine Or Welding Shop									P	P				P	P					80	
Manufacturing And Processing					R	R	R	R	R	P	R			P	P					81	
Medical Or Dental Laboratory			P		P	P	P	P			P			P						84	
Salvage Or Junk Yard									R						R					116	
Transportation Facility										P				P	P					133	
Truck Stop									R					R	R					131	
Warehouse					R				P	P				P	P					138	
Wholesaling, General									P	P				P	P					140	
[Ord. 2005-002] [Ord. 2004-040] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2014-025]																					
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C. Objectives and Standards

1. Design Objectives

Planned developments shall comply with the following objectives:

- a. Contain sufficient depth, width, and frontage on a public street, or appropriate access thereto, as shown on the PBC Thoroughfare Identification Map to adequately accommodate the proposed use(s) and design;
- b. Provide a continuous, non-vehicular circulation system which connects uses, public entrances to buildings, recreation areas, amenities, usable open space, and other land improvements within and adjacent to the PDD;
- c. Provide pathways and convenient parking areas designed to encourage pedestrian circulation between uses;
- d. Preserve existing native vegetation and other natural/historic features to the greatest possible extent;
- e. Screen objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, compactors) from public view and control objectionable sound;
- f. Locate and design buildings, structures, uses, pathways, access, landscaping, water management tracts, drainage systems, signs and other primary elements to minimize the potential for any adverse impact on adjacent properties; and
- g. Minimize parking through shared parking and mix of uses.

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h. For PDD only, a minimum of one pedestrian amenity for each 100,000 square feet of GFA or fraction thereof shall be incorporated into the overall development to create a pedestrian friendly atmosphere. Suggested amenities include, but are not limited to: **[Ord. 2009-040]**

- 1) public art; **[Ord. 2009-040]**
- 2) clock tower; **[Ord. 2009-040]**
- 3) water feature/fountain; **[Ord. 2009-040]**
- 4) outdoor patio, courtyard or plaza; and **[Ord. 2009-040]**
- 5) tables with umbrellas for open air eating in common areas and not associated with tenant use (i.e. restaurant) or outdoor furniture. **[Ord. 2009-040]**

2. Performance Standards

Planned developments shall comply with the following standards:

a. Access and Circulation

1) Minimum Frontage

PDDs shall have a minimum of 200 linear feet of frontage along an arterial or collector street unless stated otherwise herein; **[Ord. 2010-022] [Ord. 2012-027]**

a) Type II Waiver - Infill Development

The BCC may grant a Type II Waiver to reduce the frontage requirement in the U/S Tier upon demonstration by the applicant that the requirements cannot be satisfied by any other means and by complying with the following standards: **[Ord. 2005-002] [Ord. 2010-022] [Ord. 2012-027]**

- (1) the reduction is the minimum necessary to provide safe and adequate access to the project; **[Ord. 2005-002]**
- (2) the reduction will not result in any undue hardship or adverse impact on adjacent property owners; **[Ord. 2005-002]**
- (3) the reduction will not adversely effect the development of adjacent land in accordance with the Plan and this Code; **[Ord. 2005-002]**
- (4) the reduction is supported by the County Engineer and PZB; **[Ord. 2005-002]**
- (5) where applicable, the reduction is necessary to allow for development of new SR-7 EDO projects that establish access by means of interconnectivity requirements of the overlay; **[Ord. 2010-022] [Ord. 2012-027]**

b) PUD Minimum

The BCC shall not reduce the frontage requirements below the following thresholds: **[Ord. 2005-002]**

- (1) 1500 trips or less: 50' of frontage. **[Ord. 2005-002]**
- (2) More than 1500 trips: 80' of frontage. **[Ord. 2005-002]**

Further reductions from the frontage requirements shall only be allowed by the ZC as a Type II variance in accordance with [Art. 2.B.3. Variances](#). **[Ord. 2005-002]**

- 2) PDDs shall have legal access on an arterial or collector street;
- 3) Vehicular access and circulation shall be designed to minimize hazards to pedestrians, non-motorized forms of transportation, and other vehicles. Merge lanes, turn lanes and traffic medians shall be required where existing or anticipated heavy traffic flows indicate the need for such controls;
- 4) Traffic improvements shall be provided to accommodate the projected traffic impact;
- 5) **Cul-de-sacs**

The objective of this provision is to recognize a balance between dead end streets and interconnectivity within the development. In order to determine the total number of local streets that can terminate in cul-de-sacs, the applicant shall submit a Street Layout Plan, pursuant to the Technical Manual. The layout plan shall indicate the number of streets terminating in cul-de-sacs, as defined in Article 1 of this Code, and how the total number of streets is calculated. During the DRO certification process, the addressing section shall confirm the total number of streets for the development, which would be consistent with how streets are named. Streets that terminate in a T-intersection providing access to less than four lots, or a cul-de-sac that abuts a minimum 20 foot wide open space that provides pedestrian cross access between two pods shall not be used in the calculation of total number of cul-de-sacs or dead end streets. **[Ord. 2008-037]**

- a) 40 percent of the local streets in a PDD may terminate in a cul-de-sac or a dead-end by right. **[Ord. 2007-001] [Ord. 2008-037]**
- b) An additional 25 percent of the local streets in a PDD may terminate in a cul-de-sac pursuant to a Type II Waiver application approved by the BCC. The BCC shall consider

the following additional standards when deciding whether or not to approve the Waiver.
[Ord. 2007-001] [Ord. 2008-037] [Ord. 2012-027]

- (1) cul-de-sacs terminate in an open space that provides amenities accessible to the residents of the development; and, **[Ord. 2008-037]**
- (2) cul-de-sacs connect to a pedestrian system including but not limited to sidewalks, and designated path or trail systems. **[Ord. 2008-037]**
- 6) Nonresidential PDDs shall provide cross access to adjacent properties where possible, subject to approval by the County Engineer;
- 7) Streets shall not be designed nor constructed in a manner which adversely impacts drainage in or adjacent to the project; and
- 8) Public streets in the project shall connect to public streets directly adjacent to the project. If no adjacent public streets exist, and the County Engineer determines that a future public street is possible, a connection to the property line shall be provided in a location determined by the County Engineer. This standard may be waived by the BCC.

b. Street Lighting

Streetlights shall be a maximum of 25 feet in height and shall be installed along all streets 50 feet in width or greater. The light fixture shall be designed to direct light away from residences and onto the sidewalk and street and shall comply with [Article 5.E. PERFORMANCE STANDARDS](#).

c. Median Landscaping

Refer to the most recent Engineering and Public Works Operations - Streetscape Standards available from the PBC Engineering Department. **[Ord. 2011-001]**

d. Street Trees

Street trees shall meet the Canopy tree requirements of [Article 7. LANDSCAPING](#) and planting standards pursuant to Engineering and Public Works Operations – Streetscape Standards, and as follows: **[Ord. 2011-001]**

- 1) Street trees shall be spaced an average of 50 feet on center. Palms meeting the requirements of [Article 7. LANDSCAPING](#) and Engineering and Public Works Operations - Streetscape Standards, may be planted as street trees if spaced an average of 40 feet on center. **[Ord. 2011-001]**
- 2) Street trees shall be located along both sides of all streets 50 feet in width or greater and shall be planted between the edge of pavement and sidewalk. Appropriate root barrier techniques shall be installed where applicable. **[Ord. 2011-001]**
- 3) Street trees shall be installed in accordance with the phasing of the Planned Development pursuant to [Art. 7.E.4.B.1. Planned Developments](#). For Residential PDDs, planting of street trees shall be completed prior to the issuance of the final certificate of occupancy within that phase or pursuant to conditions of approval. **[Ord. 2011-001]**
- 4) This requirement may be waived or modified by the County Engineer if the location of the proposed street trees conflict with requirements of Art.11, SUBDIVISION, PLATTING AND REQUIRED IMPROVEMENTS. **[Ord. 2011-001]**

e. Bike Lanes

Bike lanes shall be provided in all streets 80 feet in width or greater, unless an alternative is approved by the County Engineer in accordance with [Article 11. SUBDIVISION, PLATTING, AND REQUIRED IMPROVEMENTS](#).

f. Mass Transit

All nonresidential PDDs over five acres and 50,000 square feet, and all PUDs over 50 units, shall comply with the following, unless waived by the DRO:

- 1) The location of a Bus Stop, Boarding and Alighting Area shall be shown on the master plan and/or final site plan prior to approval by the DRO, unless written conflicts that one is not required. The purpose of this easement is for the future construction of Mass Transit infrastructure in a manner acceptable to Palm Tran;
- 2) Prior to the issuance of the first building permit, the property owner shall convey to PBC an easement for a Bus Stop, Boarding and Alighting Area, in a location and manner approved by Palm Tran. As an alternative, prior to Technical Compliance of the first plat, the property owner shall record an easement for a Bus Stop, Boarding and Alighting Area in a manner and form approved by Palm Tran. The property owner shall construct continuous paved pedestrian and bicycle access compliant with the Americans with Disabilities Act (ADA) to and through the Bus Stop Boarding and Alighting Area; and

- 3) All PDDs with more than 100 units shall comply with the following requirement:
Prior to the issuance of the building permit for the 100th unit, the petitioner shall construct a Palm Tran approved mass transit shelter with appropriate access lighting, trash receptacle and bicycle storage. The location of the shelter shall be within an approved Bus Stop Boarding and Alighting Area easement. Any and all costs associated with the construction and perpetual maintenance shall be funded by the petitioner.

g. Utilities

All utility services located in a utility easement, such as telephone, cable, gas, and electric, shall be installed underground or combination/alternative acceptable to the DRO.

1) Exceptions

- a) Primary facilities and high voltage wires.
- b) Lift stations, transformers, and other above ground structures necessary for the function of utility services. Such above ground structures shall be screened from view from adjacent R-O-W by landscaping, fences, walls, or combination.

h. Parking

1) Residential Uses

Parking for residential uses shall comply with [Article 6, PARKING](#). The DRO may require a covenant to be recorded limiting the affected area to a specific use or uses.

2) Nonresidential Uses

Nonresidential uses located within a PDD may apply the parking standards indicated in Table 6.A.1.B, Minimum Off-Street Parking and Loading Requirements or the minimum/maximum parking standards below. The site plan shall clearly indicate which parking standards are being utilized for the entire site. [Ord. 2009-040]

a) Minimum/Maximum Parking Standards

- (1) Minimum: one space per 250 square feet of GFA (4/1000).
- (2) Maximum: one space per 166.66 square feet of GFA (6/1000)

b) Exceptions MLU/EDC

Parking for large scale and regional facilities in excess of 500,000 gross square feet may be reduced to one space per 333.33 square feet of GFA (3/1000).

3) Design

Parking areas open to the public shall be interconnected and provide safe efficient flow of traffic. Parking areas directly adjacent to other parking areas in the same project shall have cross access.

4) Cross Access

Cross access shall be provided to adjacent internal uses/properties, if required by the DRO.

5) Location-Non-residential PDDs

A minimum of ten percent of the required parking shall be located at the rear or side of each building it is intended to serve.

6) Distance

All parking spaces shall be located within 600 linear feet of a public entrance of the building which it is intended to serve.

a) Remote Parking Areas

Paved pedestrian pathways shall be provided to all parking areas in excess of 400 feet from a public entrance. Pathways shall be unobstructed grade separated and/or protected by curbs, except when traversing a vehicular uses area, and clearly marked.

i. Way Finding Signs

Off-site directional signs, consistent with the on-site directional sign standards in [Article 8, SIGNAGE](#), may be allowed along internal streets in the R-O-W, subject to approval by the County Engineer.

j. Emergency Generators

A permanent emergency generator shall be required for all Type II and Type III CLFs, Nursing or Convalescent Facilities, and PDD clubhouses 20,000 square feet or greater, and shall meet the standards of [Art. 5.B.1.A.18, Permanent Generators](#). [Ord. 2006-004] [Ord. 2010-022]

D. Application Requirements

For a rezoning to a PDD, the applicant shall comply with the requirements in [Article 2.B.1, Official Zoning Map Amendment \(Rezoning\)](#), [Art. 2.A.1.G.2, Application Procedure, General](#) and [Art.2.A.1.G.3, Plan Requirements](#) for certification and final approval by the DRO. [Ord. 2009-040]

1. Pre-Application Conference (PAC)

All applications for a LCC shall require a PAC pursuant to [Art. 2.A.1.E. Pre-Application Conference](#). [Ord. 2010-005]

2. Master Plan, Site Plan, or Subdivision Plan

See Art. 2.A.1.G.2, Plan Requirements for preparation of plan(s) and plan labeling requirements. [Ord. 2009-040]

a. Effect of BCC Approval

Approval of a preliminary master plan, site plan or subdivision plan, as applicable, by the BCC shall be binding upon the landowners subject to the development order, their successors and assignees, and shall constitute the development regulations for the land. Development of the land shall be limited to the uses, density, intensity, access, configuration, and all other elements and conditions set forth on the plan(s) and in the Development Order. Administrative modifications to a master or site plan may only be allowed in accordance with [Article 2.D.1. Development Review Officer](#) and [Art. 2.A.1.G.3. Plan Requirements](#). In granting an approval, the BCC relies on the oral and written representations of the petitioner both on the record and as part of the application process. Deviations from or violation of these representations shall cause the approval to be reviewed by the BCC as a DOA. [Ord. 2009-040]

b. Pods

All land within the boundaries of a master plan shall be designated one of the use types indicated in Table 3.E.1.B, PDD Use Matrix. [Ord. 2009-040]

1) Exceptions

Perimeter landscape buffers, water management tracts not located in pods, canals, primary streets, open space, and similar areas allowed by the DRO.

c. Tabular Data

Each pod shall clearly indicate the acreage and proposed density/intensity. Tabular data for the entire project shall be provided in a form acceptable to the DRO.

d. Density

The number of units shown on a site plan or subdivision plan shall correspond to the master plan.

e. Intensity

The intensity (e.g. square feet, beds, seats, no. of children/occupants/rooms, etc.) shown on a site plan or subdivision plan shall correspond to the master plan.

E. Modifications

Modifications to a planned development with a valid development order shall comply with [Art. 2.A.1.G.3. Plan Requirements](#) and [Article 2.D.1. Development Review Officer](#). [Ord. 2009-040]

1. Modifications by the DRO to a Master Plan, Site Plan, Subdivision Plan or Regulating Plan

In addition to [Article 2.D.1. Development Review Officer](#), the DRO shall have the authority to approve modifications to a master plan, subdivision plan, site plan or regulating plan approved by the BCC or ZC, subject to the following limitations. In case of a conflict with [Art. 2.A.1.G.3. Plan Requirements](#) and Art. 2, Development Review Procedures, the following standards shall apply. Modifications which do not comply with these procedures and requirements or this Section shall require approval by the BCC. [Ord. 2009-040]

a. Consistency

Modifications shall be consistent with the representations regarding the original approval, the conditions of approval, and the development order. Modifications which change the original goals or intent of the project, such as reduce internal trip capture, reduce non-vehicular circulation or cross access, reduce the amount of affordable housing without a corresponding decrease in density, or reduce the amount of land allocated to the preservation of agriculture, farmland, or wetlands, shall require approval by the BCC.

b. Pods

The re-designation of a pod from one type to another shall require approval by the BCC. The reconfiguration of pods may be approved by the DRO only if determined to be an improvement to the project and no adverse impact on adjacent properties.

c. Housing Classification and Type

Housing classification may only be changed from attached to detached. Housing type may only be changed as follows:

Table 3.E.1.E - Housing Classification and Type

From	To
MF	Townhouse, zero lot line, or single family
Townhouse	Zero lot line, single family, or MF maximum of 35' in height
ZLL	Single family

d. Recreation

The amount of recreation and useable open space shown on a plan approved by the BCC shall not be reduced. Alternative locations may be approved by the DRO only if determined to be an improvement to the project and no adverse impact on adjacent properties.

e. Traffic

There shall be no substantial increase in traffic impact above that approved by the BCC, as determined by the County Engineer.

f. Access

Access shall not be added to roads external to the project, internal roads indicated on the Thoroughfare Identification Map, or to roads external to a pod, except for a residential pod and the addition of emergency access ways as required by PBC Fire Rescue. The DRO shall ensure the District Commissioner is notified of this request in advance of final DRO approval. The access point shall be secured by a gate that has the necessary mechanism to ensure it is closed and secured after each Fire Rescue emergency call. Access to roads external to a residential pod, but internal to the project, may be added in accordance with [Article 11, SUBDIVISION, PLATTING, AND REQUIRED IMPROVEMENTS](#). [Ord. 2015-006]

g. Non-Vehicular Circulation

Pathways, sidewalks and bike lanes may be relocated, however, the resulting design shall maintain a continuous non-vehicular circulation system within the project.

h. Density Transfer

The DRO may transfer a maximum of 30 percent of the un-built units from one pod to another pod in the same PDD. The maximum number of units transferred to a pod shall not exceed 30 percent above the number of units approved by the BCC for that pod.

i. Density Decrease

The DRO may decrease the number of un-built units in a PDD, provided the resulting gross density of the project is consistent with the Plan.

2. Modifications by the BCC

Modifications which exceed the thresholds in [Article 2.D.1, Development Review Officer](#), shall require a DOA in accordance with [Art. 2.B.2.H, DOA](#).

3. Modification to Reduce or Reconfigure Existing Golf Course

Any modifications to reduce the acreage or reconfigure the boundaries of the golf course previously approved on the Master Plan shall meet the following criteria: [Ord. 2006-004]

a. Notice to Homeowners

At the time of submitting the zoning application to amend the Master Plan, the applicant shall provide documentation that the residents of the PUD, as outlined in the latest PBC Property Appraisal list, were notified by certified mail, and shall post notice as may be allowed at appropriate common areas within the PUD. The notice mailed and posted shall describe the applicant's request to reconfigure the boundaries of the golf course. The applicant shall provide a copy of this notice to the Zoning Division and shall verify that the notice was provided as required by this section. The applicant shall further provide documentation of all additional efforts to inform association membership of the proposed golf course reconfiguration. Minutes of any association membership meeting, including the results of any vote concerning the applicant's request, as may be required by the Association, shall also be provided to the Zoning Division for inclusion in ZC and BCC staff reports. [Ord. 2006-004] [Ord. 2010-022]

b. Reduction of Open Space or Recreation

The applicant shall provide justification and documentation that the golf course land areas to be reduced in acreage or the reconfiguration of boundaries will not result in a reduction in required open space for the development. If a previously approved development was subject to zoning regulations for open space or recreation that have since been amended, the applicant shall outline how the affected area for the proposed development complies with current ULDC requirements, while demonstrating that the unaffected area is consistent with the requirements in place at the time of the original or amended approval. [Ord. 2006-004]

c. Visual Impact Analysis Standards

The requirements of this Subsection shall be required for any application to reconfigure an existing golf course: **[Ord. 2006-004]**

1) Visual Analysis

To assess the compatibility and impact of a proposed reconfiguration of the golf course on adjacent properties, the applicant shall submit a Visual Impact Analysis. **[Ord. 2006-004]**

2) Methodology

The Visual Impact Analysis shall be prepared and sealed by an architect, engineer, landscape architect, or surveyor registered in the State of Florida. Digital imaging technology may be utilized to prepare the analysis, in a manner acceptable to the Zoning Director. In addition, non-digital methods may be required by the Zoning Director in order to implement the intent and purpose of this Section. The non-digital method shall, at a minimum, provide or include the information listed below. **[Ord. 2006-004]**

- a) The location of the proposed structures/buildings illustrated upon an aerial photograph at a scale of not more than one inch equals 300 feet (one inch=300'). All adjacent structures/buildings located within a 1,000-foot radius of all property lines of the proposed site shall be indicated. **[Ord. 2006-004]**
- b) A line of site analysis, which shall include the following information: **[Ord. 2006-004]**
 - (1) Identification of all significant existing natural and manmade features within 1,000 feet of the boundary of the affected area and identification of features that may provide buffering and screening for adjacent properties; **[Ord. 2006-004]**
 - (2) Identification of at least three specific points within a 1,000 foot radius of the proposed site, subject to approval by the Zoning Director, for conducting the Visual Impact Analysis; **[Ord. 2006-004]**
 - (3) Copies of all calculations and description of the methodology used in selecting the points of view and collection of data submitted in the analysis; **[Ord. 2006-004]**
 - (4) Graphic illustration of the visual impact of the proposed structure(s)/building(s) on surrounding development, at a scale that does not exceed five degrees of horizontal distance, presented from the specific identified points; and, **[Ord. 2006-004]**
 - (5) Identification of all screening and buffering materials within a designated planting area under the permanent control of the applicant (only screening and buffering materials located within the boundaries of the proposed site shall be considered for the Visual Impact Analysis.) **[Ord. 2006-004]**
 - (6) Any other graphic illustrations, such as perspectives, cross sections, or elevations, shall be at a scale consistent with the master/site plan. The Zoning Director may request a scale that is necessary to clearly depict the detail of what the visual analysis is trying to convey to the BCC. **[Ord. 2006-004]**

F. Controlling Plan(s)

1. Approved Plan

The most recent approved master plan, site plan, or subdivision by the DRO shall be the controlling plan for the PDD. All land development shall be consistent with the controlling plan. The controlling plan shall supercede any previously approved master plan, site plan, or subdivision. **[Ord. 2005 – 002]**

2. Maximum Units/Square Feet

The number of units and total gross square feet shown on the most recent master plan, site plan or subdivision approved by the DRO shall constitute the maximum number of units or square footage which can be constructed in the PDD and shall supersede the density or intensity approved by the BCC and the density or intensity shown on any previously approved master plan, site plan, or subdivision. In case of a conflict between plans, an approved master plan shall control to the extent of the conflict.

G. Sales Office and Models

1. General

a. Permits

Building permits for real estate sales offices, sales models, gatehouses, entry features, and utilities may be issued prior to recording a final plat, but not before approval of a site plan/final subdivision plan by the DRO.

b. Permanent

A permanent real estate sales office is permitted in a commercial pod only, except where allowed otherwise within a Recreational Vehicle Park Development (RVPD). [Ord. 2014-025]

c. Definitions – see Art. 1.I, Definitions and Acronyms

1) Real Estate Sales Office, Planned Development

An office for the sale and resale of new and existing residential units, or Recreation Vehicle (RV) sites, in a planned development. [Ord. 2014-025]

a) Temporary, Pod

A temporary real estate sales office for the sale of new units only shall be permitted in a residential pod or other temporary location approved by the DRO. Sales shall be limited to only new units in the pod. A temporary sales office in a mobile home shall be subject to [Article 5.B.1.B. Temporary Structures](#). Sanitary facilities shall be available in the office. A temporary real estate sales office shall be removed from the site prior to the issuance of the CO for the last remaining unit in the pod. Temporary access to the sales office may be permitted, subject to approval by the DRO. The temporary access shall be limited to one year, unless extended by the DRO.

b) Temporary, Project

A temporary real estate sales office for the sale and resale of units in the entire project, or phase of a project, shall be permitted in a residential pod, private civic pod, commercial pod, or recreation pod, subject to approval by the BCC. A temporary sales office in a mobile home shall be subject to [Article 5.B.1.B. Temporary Structures](#). Sanitary facilities shall be available in the office. A temporary real estate sales office serving an entire project shall only be permitted within a planned development and/or phase approved for 300 or more units. Sales and resales shall be limited to only units within the planned development. A temporary real estate sales office shall be removed from the site prior to the issuance of the CO for the last remaining unit in the project or phase, as applicable. Temporary access to the sales office may be permitted, subject to approval by the BCC.

c) RVPD

A temporary real estate sales office for the sale of RV sites shall be permitted within an RVPD in accordance with the provisions above, and the following: [Ord. 2014-025]

- (1) Units shall mean RV sites; [Ord. 2014-025]
- (2) May be located within the Recreation Pod; [Ord. 2014-025]
- (3) The temporary RVPD real estate sales office shall be removed upon completion of the project, CO of a permanent RV site real estate sales office, or upon expiration of the maximum time to commence development for the last phase, in accordance with [Table 2.E.3.B. Time Limitation of Development Order for Each Phase](#). The BCC may impose a Condition of Approval with a specific date for compliance. [Ord. 2014-025]

2) Planned Development, Sales Model

A residential unit used for the sale of only new units within a residential pod of a planned development.

2. Sales Office

a. Resale

Resale of existing units from a temporary real estate sales office for a project shall cease when the remaining number of units without a CO in the project, or phase, as applicable, reaches the following:

Table 3.E.1.G - Sales Office

No. Units in Project or Phase	Units Remaining w/out a CO
1000 or more	20
500-999	16
300-499	12

3. Sales Models

a. General

A maximum of eight sales models per pod may be constructed prior to platting. Subdivision approval of the sales model lots by the DRO shall be required prior to issuance of a building

permit. Sales models shall comply with all applicable PDRs prior to issuance of a CO. A sales model may be used as a temporary real estate sales office.

1) Parking

A minimum of two parking spaces per model shall be provided. The parking area shall comply with [Article 6.A.1.D. Off-Street Parking](#).

2) Duration

The use of a residential unit as a sales model shall cease prior to issuance of the CO for the last remaining unit in the pod.

b. Residential Pod

A maximum of eight, or 20 percent of the number of units in the pod, whichever is less, shall be permitted as sales models.

c. Model Rows

Planned developments approved for a total of 300 or more units may construct a model row for the project.

1) Number

A maximum of 16 sales models shall be permitted in the model row. A maximum of one model row shall be permitted for every three pods under development, consisting of a minimum of 60 units each.

2) Location

A model row shall be located in a residential pod. The location of the model row shall be designated on the preliminary development plan at the time of BCC approval. Access to the model row shall be from a location approved by the BCC or allowed by this Code.

3) Use

A model row shall be open to the public for the sale of only new units in the project. The sale or resale of units outside the project shall be prohibited.

H. Accessory Structures

1. Standards

The following accessory uses and structures in permanent or temporary structures shall comply with the following standards:

a. Gatehouses

Gatehouses for security of the project may be permitted, subject to approval by the DRO.

b. Utilities

Public or private utilities, accessory buildings/structures, and related infrastructure shall be permitted, subject to compliance with all applicable rules and regulations governing such facilities.

c. Temporary Structures

Temporary structures, such as construction trailers, shall be permitted in accordance with [Article 5.B.1.B. Temporary Structures](#).

d. Permits

Building Permits for temporary and accessory structures may be issued in accordance with [Art. 3.E.1.G.1.a. Permits](#).

I. Unified Control

All land in a PDD shall be contiguous, unless otherwise stated, and owned or under the control of the applicant or subject to unified control. Unified control shall be in a form acceptable to the County Attorney and shall provide for the perpetual operation and maintenance of all shared/common facilities and improvements, which are not provided, operated or maintained at the public's expense.

1. Exception

Public civic uses and AGR Preservation Areas shall not be subject to unified control, unless required by a condition of approval.

2. Approval

Unified control shall be approved by the County Attorney and recorded by the applicant prior to approval by the DRO of the initial master plan, site plan, or subdivision, whichever occurs first.

3. Control

Unified control for a PDD shall be approved by the County Attorney and recorded by the applicant prior to approval of the first plat.

4. Architectural Guidelines

All buildings and signage shall maintain architectural consistency between all building, signage and project identification. Consistency shall include, a minimum, on overall unified image and character created by the use of common elements such as building and roofing materials, rooflines, muted colors, fenestration, architectural features, and architectural elements. Infrastructure, such as minor

Eleventh Order of Business



City of Westlake
Planning and Zoning Department
Staff Report – 12/26/2017

PETITION DESCRIPTION

DATE: December 26, 2017

PETITION NUMBER: TEXT-ULDC-2017-03 (**Ordinance 2018-3**)

APPLICANT: Cotleur & Hearing

OWNER: Minto PBLH, LLC

REQUEST: Amend the City of Westlake interim Unified Land Development Code (ULDC) to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods.

ANALYSIS

The subject application is a request for a text amendment to the City of Westlake's interim Unified Land Development Code (ULDC) to address regulatory and use provisions in **Articles 1, 3, and 4** as they relate to the following:

- Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods,
- Planned Unit Development (PUD) pods,
- Traditional Neighborhood Development (TND) pods, and
- Private Civic (PC) pods.

*Text amendments are provided in ~~strikethrough~~ and underline format. Proposed modifications are included on the following **six (6) ordinances and its exhibits**:*

- Ordinance 2018-1
- Ordinance 2018-2
- **Ordinance 2018-3**
- Ordinance 2018-4
- Ordinance 2018-5
- Ordinance 2018-6

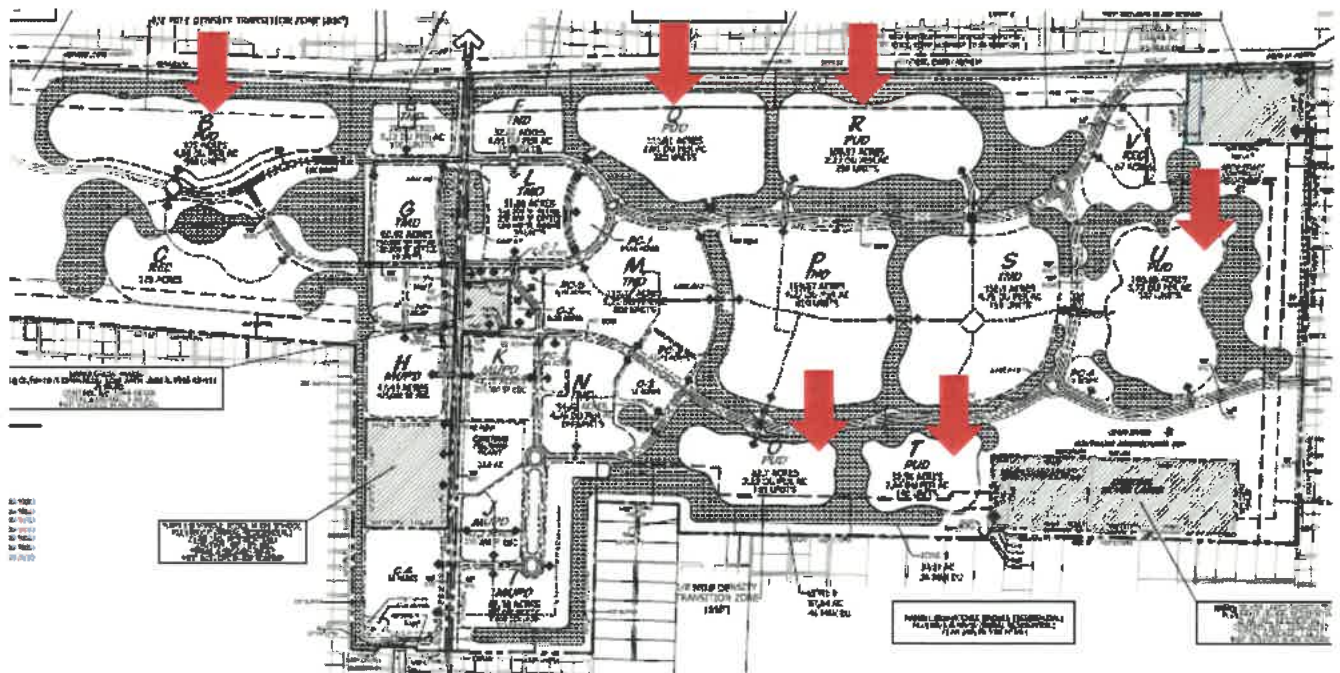
*The subject staff report will address **Ordinance 2018-3**.*

Ordinance 2018-3

The applicant is proposing to make adjustments to the uses which will be allowed in the PUD categories. The proposed amendments include the following use provisions in Article 3, Section 2, Planned Unit Developments (PUDs):

- Required Performance Standards for Neighborhood Parks,
- Table 3.E.2.C., entitled PUD Minimum Thresholds (Acreage),
- Table 3.E.2.C., entitled PUD Land Use Mix, and
- Table 3.E.2.D., entitled Property Development Regulations.

The following figure indicates the location of the PUD pods in the City of Westlake:



Required Performance Standards for Neighborhood Parks

The applicant is proposing changes to the required performance standards for Neighborhood Parks to make the language consistent with the proposed comprehensive plan. Section 3.E.2.B.2.c. of the City's ULDC requires a Neighborhood Park to be provided within the PUD pods as part of the Performance Standards. The Neighborhood Park requirement in PUDs is additional to the 0.006 acres requirement of recreation area per dwelling unit.

The PUD section of the ULDC (Art. 3.E.2.E.3) requires that recreation areas comply with Art. 5.D. Article 5.D.2.B, *Community and Neighborhood Park Recreation Standards*, sets forth the standards for Neighborhood Parks. The size of the park is the equivalent of 2.5 acres per 1,000 people, based on 2.32 people per unit. Smaller tot lots and passive open space areas will be provided within the residential areas as part of the required recreation acreage.

The applicant is providing a large recreation amenity on Pod PC-1 that will contain water facilities, playgrounds, walking paths, sports courts, and a clubhouse. The applicant is requesting that the Neighborhood Park not be required for those pods in proximity to Pod PC-1 and the ability to combine the Neighborhood Park requirement within the recreation acreage.

Table 3.E.2.C., entitled PUD Minimum Thresholds (Acreage)

The applicant is proposing changes to the PUD thresholds which would eliminate Table 3.E.2.C. PUD Minimum Thresholds, and replace the table with a fifty (50) acre project requirement as a threshold for the PUD submittal and review requirement. As part of this proposed amendment, the applicant is requesting to strike language related to the AGR district and Exurban/Rural transect, which are not applicable to the City of Westlake.

Table 3.E.2.C – PUD Minimum Thresholds (Acreage)

	AGR	RR	AGE & TTD	LR1	LR2	LR3	MR5	HR8	HR12	HR18
Minimum Acreage	40 (80/20)	100	100 (Rural TZ) 50	5	5	5	5	3	3	3
	250 (60/40)		3 (Suburban TZ)							

Table 3.E.2.C., entitled PUD Land Use Mix

The applicant is requesting changes to the PUD Land Use Mix Table 3.E.2.C., which would reduce the open space requirement minimum from forty percent (40%) to twenty-seven percent (27%), and note three would allow for the co-location of civic uses for a PUD within a Traditional Town Development (“TTD”) District, outside of the PUD boundary.

Table 3.E.2.C of the City’s ULDC requires a minimum of 40 percent open space within each PUD pod. The current ULDC is designed to address stand-alone PUD’s which are not part of a larger community design. As part of the Development Order for Minto Westlake TTD, the Applicant is required to maintain a Natural Transect area of 55 percent.

The Natural Transect, by design, maximizes open space outside of the pod boundaries. In order to provide for this significant amount of Natural Transect, the pod boundaries were reduced. The intent of the initial design was for the development to be concentrated within the pod boundaries, so the natural, open space areas could exist outside of the pod. The proposed text amendment would establish an open space requirement of 27 percent within the PUD pod boundaries.

Please see Table 3.E.2.C - PUD Land Use Mix proposed amendments:

Table 3.E.2.C - PUD Land Use Mix

	Res.	Civic (1)	Comm.	Rec.	OS (2)	Preserve Area	Dev. Area
MIN	60%	2% (1) (3)	-	.006 acre	40 27 %	80/20 AGR – 80%	-
						60/40 AGR – 60%	
MAX	-	65%	1%	-	-	-	80/20 AGR – 25% (2)
							60/40 AGR – 40%

[Ord. 2006-004] [Ord. 2008-037] [Ord. 2011-001]

Notes:	
1.	Minimum civic pod requirement may be waived, subject to the following: [Ord. 2011-001] Public civic may not be required where two percent of the gross acreage of a PDD is less than 1.5 acres in size, subject to FD&O approval; and, [Ord. 2011-001] If located in a CCRT area, shall be labeled as private civic unless waived by the BCC. [Ord. 2011-001]
2.	Calculation of open space may include recreation pods, civic pod and open space areas within residential. [Ord. 2006-004]
3.	See 80/20 option exception. Required Civic acreage for a PUD within a TTD may be co-located with other civic uses outside of the PUD boundary.

Table 3.E.2.D., entitled Property Development Regulations

The applicant is proposing changes to the PUD development regulations which would modify Table 3.E.2.D. PUD Property Development Regulations, providing for minimum lot dimensions in the Traditional Town Development (“TTD”), single family, lot sizes, building coverage and setbacks as follows:

Table 3.E.2.D - PUD Property Development Regulations

POD	Minimum Lot Dimensions			Density		FAR (2)	Building Coverage	Setbacks			
	Size	Width and Frontage	Depth	Min.	Max.			Front	Side	Side Street	Rear
Residential											
SF	<u>6,000</u>	<u>65</u>	<u>75</u>	-	-	-	<u>40%</u>	<u>25</u>	<u>7.5</u>	<u>15</u>	<u>15</u>
<u>TTD SF</u>	<u>3,750 sf</u>	<u>50'</u>	<u>75'</u>	-	-	-	<u>50 percent</u>	<u>10' Bldg</u> <u>20' FLG</u> <u>10' SLG</u>	<u>5'</u>	<u>15' Bldg</u> <u>20' SLG</u>	<u>15'</u>
ZLL	Refer to <u>Article 3.D.2.B, Zero Lot Line (ZLL).</u>										
TH	Refer to <u>Article 3.D.2.A, Townhouse.</u>										
MF	Apply the RM district regulations in Table 3.D.1.A-17, Property Development Regulations.										

Staff has reviewed the request for changes to required performance standards for neighborhood parks, Table 3.E.2.C., PUD Minimum Thresholds (Acreage), Table 3.E.2.C., PUD Land Use Mix and agrees with the reasonable request of the applicant, staff supports the change, allowing for consistent changes to the neighborhood park provision, allowing for the elimination Table 3.E.2.C., PUD Minimum Thresholds (Acreage), and allowing for modifications to Table 3.E.2.C., PUD Land Use Mix, and Table 3.E.2.D. allowing for minimum lot dimensions, building coverage and setbacks in TTD single family pods.

Please see attached Ordinance 2018-3 and Exhibit “A”.

DEC 06 2017



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City of Westlake

ULDC Text Amendment

Justification Statement

December 5, 2017

Introduction

The subject application is a request for various text amendments to the City of Westlake Unified Land Development Code (ULDC). The purpose of the text amendments is to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods. All proposed modification as provided in the attached text amendment document in ~~striketrough~~ and underline format.

ARTICLE 1 DEFINITIONS

The Applicant proposed to add one new definition and modify two existing definitions. A definition of **Density Transition Zone (DTZ)** has been added and the definitions for **Fitness Center** and **Medical and Dental Office** have been modified slightly.

The DTZ is referenced and identified on the approved Final Master Plan, but is not formally defined in the ULDC. In order to prevent any confusion relative to the application of the DTZ, the Applicant proposes that a definition be added to Section 1.1.2.A. This will provide clarity of the terminology, since it does not exist outside of the Westlake Development Order, as well as provide consistency of its application.

Density Transition Zone (DTZ) – *The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units within the DTZ divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.*

$$DTZ = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF}$$

$$DTZ = 1,000 \text{ AC}$$

$$\text{Density} = 800 \text{ du} / 1,000 \text{ AC}$$

$$\text{Density} = 0.8 \text{ du/ac}$$

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The ***Fitness Center*** definition (No. 22) has been modified to include “wellness services.” It is typical for fitness facilities to include wellness services, such as nutritional coaching, BMI exams, blood pressure tests, minor medical treatments for exercise injuries, flu shots, etc. The additional text will address this use more clearly for future applications.

The ***Medical or Dental Office*** definition (No. 32) has been modified to include “Immediate and/or emergent.” This addition will clarify the type of medical uses envisioned to be encompassed within the medical office category.

ARTICLE 3

PLANNED DEVELOPMENT DISTRICTS (PDDs) TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to the PDD section of Article 3 is to address revisions to the PDD Use Matrix table, PUD regulations, and TTD regulations. In addition, the Applicant has taken the opportunity to update references to “Palm Beach County,” “BCC,” “county,” and prior ordinance references, which are no longer applicable.

1. PDD Use Matrix

Table 3.E.1.B – PDD Use Matrix sets forth the permitted and prohibited uses for the EDC/MUPD pods within the City of Westlake. The vision for the EDC, as outlined in the current Future Land Use Element, is to accommodate employment opportunities, research parks, employment centers, and other ancillary uses to support the EDC uses. However, these types of uses are not fully reflected in Table 3.E.1.B. The uses currently prescribed in the table include heavy industrial uses. In order to foster the employment opportunities envisioned for this area of the City, the EDC pods must include opportunities for professional and medical offices, hospital or medical centers, assisted living facilities, universities, places of worship, financial institutions, personal services, etc. It is also appropriate to locate other business supporting uses in the EDC, such as a car wash, auto repair services, convenience stores with gas sales, restaurants, fitness, etc. The proposed amendments to Table 3.E.1.B – PDD Use Matrix are provided in the attached text amendment document in ~~striketrough~~ and underline format.

2. PUD Regulations

The PUD provisions of Article 3 are designed to address stand-alone PUD’s which are typical of residential development in Palm Beach County. These typical PUD’s are self-contained and not part of a larger community design. The PUD pods within the City of Westlake are unique in that they are one component of a larger TTD framework. Therefore, it is appropriate to amend certain PUD code requirements within the ULDC to be reflective of this unique development pattern. The proposed amendments will bring clarity and consistency with how these regulations are applied within the Westlake TTD. The proposed amendments to PUD regulations are generally

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described below and are provided in the attached text amendment document in ~~strikethrough~~ and underline format.

Neighborhood Park

Section 3.E.2.B.2.c. of the City's ULDC requires a Neighborhood Park to be provided within the PUD pods as part of the Performance Standards. The Neighborhood Park requirement is above and beyond the Parks and Recreation requirement of 0.006 acres of recreation area per dwelling unit. The PUD section of the ULDC (Art. 3.E.2.E.3) requires that recreation areas comply with Art. 5.D. Article 5.D.2.B, *Community and Neighborhood Park Recreation Standards*, sets forth the standards for Neighborhood Parks. The size of the park is the equivalent of 2.5 acres per 1,000 people, based on 2.32 people per unit.

The Applicant is providing a large recreation amenity on Pod PC-1 that will contain water facilities, playgrounds, walking paths, sports courts, a clubhouse, etc. The amenities within Pod PC-1 will far exceed the recreational needs of the City. Smaller tot lots and passive open space areas will be provided within the residential areas as part of the required recreation acreage. Requiring a Neighborhood Park in addition to recreation areas within each pod will dilute the potential of the formal amenity facility in Pod PC-1. Therefore, the Applicant is requesting that the Neighborhood Park not be required for those pods in proximity to Pod PC-1 the ability to combine the Neighborhood Park requirement within the recreation acreage. In addition to Pod PC-1 there are four other private civic pods located throughout the City that will also provide neighborhood services and amenities to the community.

PUD Thresholds

Table 3.E.2.C of the City's ULDC requires a minimum of 40 percent open space within each PUD pod. The current ULDC is designed to address stand-alone PUD's which are not part of a larger community design. As part of the Development Order for Minto Westlake TTD, the Applicant is required to maintain a Natural Transect area of 55 percent. The Natural Transect, by design, maximizes open space outside of the pod boundaries. In order to provide for this significant amount of Natural Transect, the pod boundaries were reduced. The intent of the initial design was for the development to be concentrated within the pod boundaries, so the natural, open space areas could exist outside of the pod. This allows larger tracts of natural areas to be created, rather than small, less usable open space areas within the pods. Therefore, the proposed text amendment would establish an open space requirement of 27 percent within the PUD pod boundaries. As part of this amendment, the Applicant has also taken the opportunity to strike language related to the AGR district and Exurban/Rural transect, which are not applicable to the City of Westlake.

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3. TDD Regulations

Unlike most areas of the current ULDC, the TDD portion of Article 3 has never been implemented in a physical form within Palm Beach County. Therefore, the design provisions have never been tested and are not reflective of current traditional neighborhood trends in the marketplace. Therefore, it is appropriate to amend certain TDD code requirements within the ULDC to recognize industry standards for traditional communities and be reflective of current development patterns that have been field tested and proved successful. The proposed standards have been constructed throughout the State of Florida and have produced the intended results. The proposed amendments to TDD regulations are generally described below and are provided in the attached text amendment document in ~~strike through~~ and underline format.

Traditional Development Permitted Use Schedule

Table 3.F.1.F of the City's ULDC sets forth the permitted uses within the TND and TMD pods. The Westlake Development Order outlines certain conditions of approval that are specific to Private Civic (PC) pods. Resolution 2014-1646, Private Civic, condition no. 1 requires all private civic pods to "follow the development regulations of a Traditional Neighborhood District and Neighborhood Center requirements." Therefore, there is a need to reflect the uses intended to occupy the PC pods in Table 3.F.1.F. The use schedule has been revised to include uses such as passive and public parks, outdoor entertainment, restaurants, and other supportive uses. References to Exurban/Rural tiers has been struck as well.

Block Dimensions

Table 3.F.2.A of the City's ULDC establishes minimum and maximum block standards for TND neighborhoods. Modifications to the block lengths and average perimeters are proposed to allow more flexibility in the neighborhood design. The current regulations would result in a significant increase in pavement and segregation of the home layouts. In addition, the adjusted block lengths will provide the ability to for more curvature in the streets, on-street parking, and street trees. The proposed amendments are based on street designs utilized in numerous traditional communities throughout Palm Beach County.

Street Design Standards

TABLE 3.F.2.A of the City's ULDC establishes standards for street cross-sections. To provide clarity, the Applicant is proposing to add "minimum" to the table's title. In the past, there have been instances where the design standards were applied as both maximum and minimum thresholds. It is the intent that the standards provided in the table be applied as minimum thresholds.

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It is the visions of the Applicant to produce streets that are appropriately scaled and comfortable to the City's future residents. The standards within Table 3.F.2.A are set up to produce much wider roadways that are inconsistent with sound neighborhood design. Narrower streets help to establish a sense of place, solicit lower traffic speeds, and create more integration with the development pods.

Parking

The current TDD code requires structured parking to be provided when the parking ratio exceeds 1 sp/250 sf. This ratio is proposed to reflect a ratio of 1 sp/200 sf, to avoid forcing medical users, who have higher parking ratios, to construct structured parking. Within the EDC/MUPD district, where medical uses are desired, this provision would be especially problematic. The structured parking thresholds should come into effect when excessive amounts of surface parking occur, not when the minimum parking standards required by code are being provided. This would create a significant barrier to entry.

TND Setback Standards

As discussed above, the PC pods are required to adhere to the Neighborhood Center provisions within the framework of the TND. The ULDC provisions for the Neighborhood Center are designed to accommodate small centers located within the TND pods. However, the Conceptual Plan and Final Master Plan for the City of Westlake reflect the co-location of these civic uses into pods outside of the TND pods, which the current ULDC did not anticipate. Therefore, revisions to the setback chart are necessary to create minimum setback standards, rather than maximum setbacks. The PC pods are smaller pods that do not meet the minimum sizes necessary to create effective streets and block structures that are needed to meet the building orientation and build-to line standards. The proposed amendments provide exceptions for PC pods from such requirements, which leaving opportunity for neighborhood centers to be provided within the TND pods in the future.

ARTICLE 4 USE REGULATIONS TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to Article 4 is to address use regulations for **Place of Worship, Medical or Dental Office and Retail Sales, General**. In addition, the Applicant has taken the opportunity to update references to "Palm Beach County," "BCC," "county," and prior ordinance references, which are no longer applicable.

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Article 4, note 29 refers to **Place of Worship**. Recently, Palm Beach County amended Article 4 of the ULDC to address Places of Worship. The revised language included criteria to address location, access, and size.

Article 4, note 83 refers to **Medical or Dental Office**. The modifications to this note are the same as the definition changes made in Article 1. The change in Article 4 is simply to make the two Articles consistent.

Article 4, note 114 refers to **Retail Sales, General**. The additional language in the note establishes a square footage threshold for retail uses within the EDC/MUPD district of 2,500 square feet. This will help ensure that the types of retail uses locating within the EDC remain accessory to and supportive of employment uses. Tenants occupying more than 2,500 square feet will only be permitted as a requested use.

Conclusion

The proposed ULDC text amendment is consistent with the City's Comprehensive Plan. The Applicant looks forward to working with Staff to respond to any questions or issues that might arise as a result of your review.

ORDINANCE NO. 2018- 3

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S INTERIM LAND DEVELOPMENT CODE, ARTICLE 3, SECTION 2, PLANNED UNIT DEVELOPMENTS ("PUDs"), REQUIRED STANDARDS FOR NEIGHBORHOOD PARK, TABLE 3.E.2.C., ENTITLED MINIMUM THRESHOLDS, TABLE 3.E.2.C., ENTITLED PUD LAND USE MIX, AND TABLE 3.E.2.D., ENTITLED PUD PROPERTY DEVELOPMENT REGULATIONS, PROVIDING FOR CHANGES IN THE PLANNED UNIT DEVELOPMENTS ("PUD") DISTRICT; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Developer has requested review use provisions in Article 3, Section 2, Planned Unit Developments, Required Performance Standards for Neighborhood Parks, Table 3.E.2.C., entitled PUD Minimum Thresholds (Acreage), Table 3.E.2.C., entitled PUD Land Use Mix, and Table 3.E.2.D., entitled Property Development Regulations of the land development codes within the City of Westlake to make adjustments to the uses which will be allowed in the PUD categories; and

WHEREAS, the applicant requested changes to the required performance standards for Neighborhood Parks to make the language consistent with the proposed comprehensive plan; and

WHEREAS, the applicant requested changes to the PUD thresholds which would eliminate Table 3.E.2.C. PUD Minimum Thresholds, and replace the table with a fifty (50) acre project requirement as a threshold for the PUD submittal and review requirement; and

WHEREAS, the applicant requested changes to the PUD Land Use Mix Table 3.E.2.C., which would reduce the open space requirement minimum from forty percent (40%) to twenty-seven percent (27%), and note three would allow for the co-location of civic uses for a PUD within a Traditional Town Development ("TTD") District, outside of the PUD boundary; and

WHEREAS, the applicant requested changes to the PUD development regulations which would modify Table 3.E.2.D. PUD Property Development Regulations, providing for minimum lot dimensions in the Traditional Town Development ("TTD"), single family, lot sizes, building coverage and setbacks; and

WHEREAS, the staff has reviewed the request for changes to required performance standards for neighborhood parks, Table 3.E.2.C., PUD Minimum Thresholds (Acreage), Table 3.E.2.C., PUD Land Use Mix and agrees with the reasonable request of the applicant, staff supports the change, allowing for consistent changes to the neighborhood park provision, allowing for the elimination Table 3.E.2.C., PUD Minimum Thresholds (Acreage), and allowing for modifications to Table 3.E.2.C., PUD Land Use Mix, and Table 3.E.2.D. allowing for minimum lot dimensions, building coverage and setbacks in TTD single family pods; and

WHEREAS, the Developer’s requested changes to the City of Westlake’s interim land development code are shown in underline for the additions to the code and strike through for the deletions to the code, as set forth in the attached Exhibit “A”; and

WHEREAS, the City of Westlake’s Planning and Zoning Board, sitting as the Local Planning Agency(LPA), had the opportunity to review the requested changes at a public hearing, and to make a recommendation to the City Council for the City of Westlake; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the City Council for the City of Westlake has found and determined that the adoption of the land development text amendment to Article 3, Section2, Planned Unit Developments, Required Performance Standards for Neighborhood Parks, Table 3.E.2.C., entitled PUD Minimum Thresholds (Acreage), Table 3.E.2.C. entitled PUD Land Use Mix, and. Table 3.E.2.D., entitled PUD Property Development Regulations, will preserve the public health, safety and welfare, enhance the value and character of the community and implement the interim adopted comprehensive plan.

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

Section 1. Incorporation: The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment: The City of Westlake hereby amends the interim Land Development Code, Article 3, Section2, Planned Unit Developments, Required Performance Standards for Neighborhood Parks, Table 3.E.2.C., entitled PUD Minimum Thresholds (Acreage), Table 3.E.2.C. entitled PUD Land Use Mix, and Table 3.E.2.D., entitled PUD Property Development Regulations, as shown in underline and strikethrough format, in the Exhibit “A” attached hereto and incorporated herein.

Section 3. Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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

PASSED this _____ day of January, 2018, on first reading.

PASSED AND ADOPTED this _____ day of February, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra DeMarco, City Clerk

City Attorney
Pam E. Booker, Esq.

Exhibit "A"
City of Westlake Amendment to Article 3, Chapter E, Table 3.E.1.B.

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utilities, water and wastewater treatment plants which are approved for construction in a PDD prior to the approval of other buildings will not be used to set the architectural standards for a PDD. [Ord. 2007-013]

5. Successive Owners

The unified control shall run with the land and shall be binding on all successors in interest to the property.

6. Amendments

Prior to approval of a modification to a master plan, site plan, or subdivision by the DRO, the unified control shall be amended to include/exclude all land added to/deleted from the PDD.

J. Phasing and Platting

1. Phasing

PDDs shall be subject to the phasing, time limitations and review requirements of [Art. 2.E. Monitoring](#), any conditions of approval, and shall proceed in a reasonably continuous and timely manner. If a PDD other than a PUD has multiple phases, each of the first two phases shall contain a minimum of 20 percent of the land area unless otherwise approved in the Development Order approved by the BCC. [Ord. 2005 – 002] [Ord. 2012-003]

2. Platting

All land in a PDD shall be platted in accordance with [Art. 11. SUBDIVISION, PLATTING AND REQUIRED IMPROVEMENTS](#). [Ord. 2005 – 002] [Ord. 2011-001] [Ord. 2012-003]

a. Exemptions

The following shall be exempt from platting requirements: [Ord. 2012-003]

- 1) Right of way dedicated to a government agency when approved by the County Engineer; or, [Ord. 2012-003]
- 2) A DOA to a prior approval which includes a rezoning to a current PDD, where the proposed amendments do not involve any subdivision or other modifications which would require platting or a re-plat. [Ord. 2012-003]

b. Timing

All land within the PDD, including private civic tracts, golf courses and open space areas (including but not limited to recreation and water retention) shall be platted prior to Technical Compliance for the last residential, commercial, or industrial tract. [Ord. 2012-027]

Section 2 [Planned Unit Development \(PUD\)](#)

A. General

1. Purpose and Intent

The purpose of a PUD district is to offer a residential development alternative, which provides a living environment consisting of a range of living opportunities, recreation and civic uses and a limited amount of commercial uses. Residential PUDs shall correspond to a range of land uses in the Plan. The intent of a PUD is to promote imaginative design approaches to the residential living environments. These approaches include but are not limited to:

- a. the preservation of the natural environment;
- b. the integration and connection of land uses with perimeter landscape areas which provide vegetation preservation, buffering, and circulation areas;
- c. the creation of a continuous non-vehicular circulation system;
- d. the establishment of private civic and/or public civic and recreation area to serve the PUD;
- e. provide for a limited amount of commercial uses to serve the residents of the PUD;
- f. provide for efficient use of land and public resources by co-locating harmonious uses to share civic uses and public facilities and services for the residents of PBC;
- g. the reduction of land consumption by roads and other impervious surface areas; and
- h. the provision for flexible PDRs to promote innovative and quality site design.

2. Applicability

The requirements of this Section shall apply to all PUDs, modifications to previously approved PUDs, and modifications to previous approvals specified in Art. 3.A.3.A.2, Planned Development Districts. [Ord. 2009-040] [Ord. 2011-016]

3. Conflicts

If a conflict exists between this Section and other Sections in this Code, the provisions of this Section shall apply to the extent of the conflict.

4. Exemplary

A rezoning to the PUD district or a Development Order Amendment (DOA) to a previously approved PUD shall only be granted to a project exceeding the goals, policies and objectives in the Plan, the minimum requirements of this Code, and the design objectives and performance standards in this Article which include, but are not limited to, sustainability, trip reduction, cross access, buffering, aesthetics, creative design, vegetation preservation, recreational opportunities, mix of uses, mix of unit types, safety, and affordable housing. See the PBC Zoning Division Technical Manual for examples. A DOA to a previously approved PUD shall be reviewed pursuant to [Article 1.E.1.C. Previous Approvals](#). **[Ord. 2006-055]**

B. Objectives and Standards

1. Design Objectives

A PUD shall comply with the following objectives:

- a. Designed as a predominantly residential district;
- b. Provide a continuous non-vehicular circulation system for pedestrians and non-motorized vehicles;
- c. Provide perimeter landscape areas to buffer incompatible land uses, or where residential uses are adjacent to other incompatible design elements such as roadways, usable open space areas, where a more intense housing type is proposed, or where residential setbacks are less than adjacent residential development outside the perimeter of the PUD. **[Ord. 2006-055]**
- d. May offer limited commercial uses for the population of the PUD;
- e. Establish neighborhood character and identity;
- f. Preserve the natural environment to the greatest extent possible; and
- g. Provide incentives for civic uses to reduce public capital improvements and expenditures by encouraging joint acquisition, development and operation of publicly owned and operated facilities to serve the residents of the PUD and PBC.

2. Required Performance Standards

A PUD shall comply with the following standards: Standards a – d are required and must be met. A minimum of two of the four standards listed in e – h are required: **[Ord. 2006-055]**

a. Proximity to Other Uses

All residential pods with five or more units per acre shall be located within 1,320 feet of a neighborhood park, recreation pod, private civic pod, commercial pod, or a public recreational facility. **[Ord. 2006-055]**

1) Measurement of Distance

For the purpose of this Section, distance shall be measured by drawing a straight line between the property line of a residential Pod to the property line of the pod where the commercial/personal services are located. **[Ord. 2004-040]**

b. Focal Points

A focal point shall be provided at the terminus of 15 percent of the streets in the project. The focal point may be in the form of a plaza, fountain, landscaping, or similar amenity deemed acceptable to the DRO. The focal point shall not be located on a private residential lot. **[Ord. 2006-055]**

c. Neighborhood Park

Neighborhood parks shall have a direct connection to the pedestrian system, serve the residents of a neighborhood, and include a tot lot, gazebo, fitness station, rest station, or other similar recreation amenity facilities. Neighborhood parks are designed to serve the population of a neighborhood. ~~The park shall not be used towards the Parks and Recreation Departments minimum recreation requirements and~~ shall not be located within areas designated for drainage, stormwater management or other utility purposes. **[Ord. 2006-055]**

d. Decorative Street Lighting

Decorative street lights shall be provided along the development entrances. **[Ord. 2008-037]**

e. Decorative Paving

Decorative pavers shall be provided at the development entrances and incorporated into recreational areas. **[Ord. 2006-055]**

f. Fountains

A minimum of one fountain shall be located in the main or largest lake or water body. **[Ord. 2006-055]**

g. Benches or play structures

Benches or play structures shall be provided in usable open space areas and along pedestrian pathways. **[Ord. 2006-055]**

h. Interspersed Housing

WFH units shall be interspersed with market rate units within a pod. **[Ord. 2006-055]**

i. Pedestrian Circulation System

An interconnected pedestrian sidewalk, path or trail system shall be provided linking pods to recreational amenities within the development. **[Ord. 2008-037]**

C. Thresholds

1. Thresholds

Projects that meet or exceed ~~50 acres~~ ~~the acreage threshold indicated in Table 3.E.2.C, PUD Thresholds~~ may be submitted and reviewed as a PUD. **[Ord. 2006-004]**

Table 3.E.2.C – PUD Minimum Thresholds (Acreage)

	AGR	RR	AGE	LR1	LR2	LR3	MR5	HR8	HR12	HR18
Minimum Acreage	40 (80/20)	100	100 (Rural TZ)	5	5	5	5	3	3	3
	250 (60/40)		3 (Suburban TZ)							

2. Land Use Mix

Table 3.E.2.C, PUD Land Use Mix, indicates the minimum and maximum percentage of each land use allowed in a PUD.

Table 3.E.2.C - PUD Land Use Mix

	Res.	Civic (1)	Comm.	Rec.	OS (2)	Preserve Area	Dev. Area
MIN	60%	2% (1)(3)	-	.006 acre	40 27%	80/20 AGR – 80% 60/40 AGR – 60%	-
MAX	-	65%	1%	-	-	-	80/20 AGR – 25% (3) 60/40 AGR – 40%

[Ord. 2006-004] [Ord. 2008-037] [Ord. 2011-001]

Notes:

- Minimum civic pod requirement may be waived, subject to the following: **[Ord. 2011-001]**
Public civic may not be required where two percent of the gross acreage of a PDD is less than 1.5 acres in size, subject to FD&O approval; and, **[Ord. 2011-001]**
If located in a CCRT area, shall be labeled as private civic unless waived by the BCC. **[Ord. 2011-001]**
- Calculation of open space may include recreation pods, civic pod and open space areas within residential. **[Ord. 2006-004]**
- ~~See 80/20 option exception. Required Civic acreage for a PUD within a TTD may be co-located with other civic uses outside of the PUD boundary.~~

3. Land Use Calculation

The calculation for the mix of land uses shall be based on the gross acreage of the PUD. Neighborhood parks, water management tracts and local roads, which are internal to a residential pod rather than a separate pod or tract may be credited toward the minimum residential land area requirement in Table 3.E.2.C, PUD Land Use Mix.

a. AGR Exceptions

~~In the AGR FLU designations, the required land use mix shall be based on the gross acreage of the development portion of the PUD only. **[Ord. 2006-004]**~~

4. Other Land Uses

The acreage for open space tracts, water management tracts, R-O-W, shall be provided on the master plan.

D. Property Development Regulations (PDRs)

The minimum lot dimensions, minimum and maximum density, maximum FAR, maximum building coverage, and minimum setbacks in each pod are indicated in Table 3.E.2.D, PUD Property Development Regulations, unless otherwise stated.

1. Setbacks

For residential development, building setbacks shall be measured from the inside edge of the perimeter landscape buffers. For non-residential development, building setbacks shall be measured from the property line. Rear or side setbacks may be reduced pursuant to [Article 3.D.1.D.4, Setback Reductions](#).

(This space intentionally left blank)

Table 3.E.2.D - PUD Property Development Regulations

POD	Minimum Lot Dimensions			Density		FAR (2)	Building Coverage	Setbacks			
	Size	Width and Frontage	Depth	Min.	Max.			Front	Side	Side Street	Rear
Residential											
SF	Apply the RS district regulations in Table 3.D.1.A-17, Property Development Regulations.										
	6,000 sf	65'	75'	-	-	-	40%	25'	7.5'	15'	15'
TTD SF	3,750 sf	50'	75'	-	-	-	50 percent	10' Bldg 20' FLG 10' SLG	5'	15' Bldg 20' SLG	15'
ZLL	Refer to Article 3.D.2.B, Zero Lot Line (ZLL).										
TH	Refer to Article 3.D.2.A, Townhouse.										
MF	Apply the RM district regulations in Table 3.D.1.A-17, Property Development Regulations.										
Civic											
Private	0.5 ac	100	100	-	-	-	-	-	-	-	-
Public	1.5 ac.	100	200	-	-	-	30 percent	25	20	25	20
Commercial											
Commercial	Apply CC district regulations in Table 3.D.1.A-17, Property Development Regulations										
Recreation											
Recreation Pod	-	65	75	-	-	-	30 percent	25	15	25	15
Neighborhood Park	0.1	45	75	-	-	-	15 percent	15	15	15	15
Preservation (1)											
Preservation	Apply the AGR district regulations in Table 3.D.1.A, Property Development Regulations										
[Ord. 2005-002] [Ord. 2007-001] [Ord. 2008-037]											
Notes:											
1. Preservation Includes the Preservation Areas in a PUD allowed in the AGR FLU designations.											
2. The maximum FAR shall be in accordance with FLUE Table III.C.2 of the Plan, and other related provisions, unless otherwise noted. [Ord. 2007-001]											

E. Pods

1. Residential Pod

A residential pod shall be designated on the Master Plan as follows:

a. Range of Housing

~~A PUD in excess of 100 acres and 300 dwelling units shall provide a minimum of two residential use types. A minimum of ten percent of the residential dwellings in a PUD in excess of this threshold shall be of a second use type.~~

b-a. Side Loading Garage

A side loading garage is permitted in a SF pod, subject to a minimum front setback of 15 feet, ~~except as otherwise noted in this Article.~~

2. Commercial Pod

A commercial pod is intended to provide personal services, retail opportunities, and professional or business offices for use primarily by the residents of the PUD. A commercial pod shall be designated on the master plan as follows:

a. Use Regulations

Uses shall be permitted in accordance with Table 3.E.1.B - PDD Use Matrix, Art. 4: Use Regulations; and, Art. 3.E.5.F, SCO PIPD.

b. Location

A commercial pod shall comply with the following location and design criteria:

1) Frontage

A commercial pod shall not have frontage on a public arterial or collector street traversing or bordering the PUD. Access shall be limited to an arterial or collector street internal to the PUD only.

a) Exception

A private arterial or collector street traversing the PUD is exempt from this requirement.

2) Setback

a) A commercial pod shall be setback a minimum of 1000 feet from the perimeter of the PUD.

b) A commercial pod shall be setback a minimum of 1000 feet from a public arterial or collector street traversing the PUD.

c. Design

- 1) Any single use exceeding 10,000 square feet of GFA shall obtain approval as a Requested Use.
- 2) A Type 3 Incompatibility landscape buffer, including a six foot high opaque concrete wall, shall be required adjacent to a residential pod.
- 3) In addition to the landscape requirements in [Article 7.F. PERIMETER BUFFER LANDSCAPE REQUIREMENTS](#), R-O-W Buffers shall include a two to three foot high continuous or undulating berm.
- 4) Freestanding point of purchase signs shall be monument style only and shall be limited to a maximum of ten feet in height with a maximum sign face area of 80 square feet per side. A maximum of one freestanding point of purchase sign shall be allowed per frontage.
- 5) Outdoor lighting shall not exceed 30 feet in height, and shall be shielded, oriented and directed away from residential uses.
- 6) Dumpsters, compactors and loading areas shall be setback a minimum of 50 feet from the property line and oriented away from residential uses.
- 7) Outdoor storage of any merchandise, equipment, refuse or similar material shall be prohibited.
- 8) A continuous non-vehicular circulation system shall provide access to commercial uses from adjacent residential pods.

d. Architecture

Proposed buildings shall be subject to [Article 5.C. DESIGN STANDARDS](#).

e. Property Development Regulations (PDRs)

The PDRs for a commercial pod are in Table 3.E.2.D, PUD Property Development Regulations.

1) Multiple Uses

A commercial pod meeting the requirements for a MUPD with a CL FLU designation may be developed in accordance with the PDRs in Table 3.E.3.D, MUPD Property Development Regulations.

2) Mixed Use

A commercial pod meeting the requirements for a MXPDP with a CL FLU designation may be developed in accordance with the PDRs in Table 3.E.4.D, MXPDP Property Development Regulations.

3) Market Place

A commercial pod meeting the requirements for TMD or a TMD with a CL FLU designation, may be developed in accordance with the PDRs in Table 3.D.1.A, Property Development Regulations.

f. Hours of Operation

Commercial uses within 300 feet of a residential unit shall not commence business activities, including delivery and stocking operations, prior to 6:00 a.m. nor continue activities later than 11:00 p.m. daily. Commercial lots greater than 300 feet from residential use may be exempt from this requirement, unless required by a BCC condition.

g. Accessory Commercial Areas

Ten percent of the floor area in a recreation or civic pod may be utilized for commercial uses permitted by right in the CC zoning district.

h. Nonconforming Commercial Pods

In addition to the criteria in [Article 3.E.2.E.2.c. Design](#), above, the following standards shall apply to a commercial pod in a PUD approved prior to June 16, 1992, but which has not received site plan approval by the DRO:

- 1) A single use shall not exceed 15,000 square feet GFA; and

2) Auto repair and gasoline sales shall be prohibited.

3. Recreation Pod

Recreation areas shall be designated on the Master Plan as recreation pods and shall comply with [Art. 5.B.1.A.9, Neighborhood Recreation Facility](#), and [Art. 5.D, Parks and Recreation Standards](#), in addition to the requirements of this section. [Ord. 2011-001] [Ord. 2013-001]

4. Civic Pod

A civic pod is intended to promote a coordinated land planning approach for providing and encouraging publicly and privately owned civic, institutional, educational, and additional recreational uses for the community.

a. Applicability

1) Public Civic

Where two percent of a PUD is less than 1.5 acres, public civic pods may not be required subject to FD&O approval. [Ord. 2011-001]

2) Private Civic

If a public civic pod is not required in a CCRT area, a private civic pod shall be provided unless waived by the BCC. For any other PUD, private civic pods shall be optional. [Ord. 2011-001]

b. AGR PUD Calculation

A PUD in AGR-FLU areas shall use two percent of the developable portion of the PUD. [Ord. 2011-001]

c. Public and Private Civic

All civic pods so designated shall be identified as public or private. PBC may require all or a portion of a civic pod to be dedicated to PBC for public purposes. [Ord. 2011-001] [Ord. 2011-001]

1) Public Civic

Public civic pods shall be located adjacent to publicly owned, or anticipated to be owned, lands. In the event of co-location with property outside the boundary of the PUD, the required landscape buffer along the common boundary may be waived by the DRO. A minimum 5-foot setback shall be required for all permanent structures, measured from the common interior boundary. The remaining setbacks shall be applied pursuant to Table 3.E.2.D – PUD Property Development Regulations. The location of, and access to, a public civic pod shall be acceptable to FDO prior to certification of the master plan by the DRO. [Ord. 2005 – 002] [Ord. 2008-037]

a) Conveyance

Conveyance of a civic pod to PBC shall be in a form and manner acceptable to FDO as outlined in the FDO Property Acquisition Policy and Procedures, and by the County Attorney. Documentation, such as a deed, survey, environmental assessment, and evidence of a clear title shall be required to be provided by the applicant prior to acceptance by PBC. Site shall also be conveyed with: [Ord. 2005 – 002]

- 1) concurrency;
- 2) drainage accommodated within and allowed to discharge into the storm water management system of the PUD;
- 3) filled and stabilized;
- 4) sufficient sized water sewer and other associated utilities stubbed to the site; and
- 5) direct access to a utility easement for phone, electric and cable.

b) Uses

Public civic parcels shall consist of civic uses and other typical uses provided by governmental agencies, which are required to provide services to meet concurrency requirements such as, but not limited to, regional parks, water treatment facilities and fire stations, and services required to mitigate other impacts of the development to service providers such as, but not limited to, public schools, libraries or other civic uses. [Ord. 2005 – 002]

c) Frontage

A public civic pod shall have frontage on a collector or arterial street unless waived by FDO. [Ord. 2005 – 002] [Ord. 2011-001]

d) Alternative Civic Pod Designation

A public civic pod may have an alternative pod designation in addition to the public civic pod designation on the Master Plan approved by the BCC. The alternative pod designation may only be utilized following preliminary approval by FD&O and final

approval by the BCC of a cash-out, off-site dedication agreement, or other proposal that satisfies a public civic obligation. A public civic pod may be excluded from the Master Plan approved by the BCC or DRO provided that prior approval of a cash-out, off-site dedication agreement or other proposal that satisfies a public civic obligation has been rendered acceptable by FD&O and granted by the BCC. [Ord. 2011-001]

2) Private Civic

Private civic parcels shall be labeled as "Private" on the master plan and may be underscored for a particular use as defined in this section or as outlined in Zoning Code Use Matrix. Such pods may be located anywhere within the PUD but should remain as one singular parcel. [Ord. 2005 – 002]

a) Use Limitations

Private civic sites shall consist of civic uses which: provide services to PUD residents or fulfill recreational or educational needs for the residents of PBC; are customarily privately owned and operated; such as but not limited to, private schools or libraries, day care centers, churches, temples, and property owner association meeting areas. Private civic uses may include parking if such use benefits the intended private civic site function. Private civic sites may not be used as PUD overflow parking areas or to fulfill any other non-civic site related requirements. [Ord. 2005 – 002]

d. PDRs

The PDRs for a civic pod shall be in accordance with Table 3.E.2.D, PUD Property Development Regulations. Public civic pods may be exempt from Table 3.E.2.D, PUD Property Development Regulations, by the DRO if the PDRs hinder the proper functioning of the intended civic use.

F. AGR PUD

1. General

The following regulations have been created to fulfill goals, policies and objectives in the AGR FLU designations.

a. Purpose and Intent

In addition to provision in [Article 3.E.2.A.1, Purpose and Intent](#), a PUD is permitted in the AGR FLU designations in order to accommodate low density residential development in conjunction with the preservation of agriculture, wetlands or other significant open space areas. It is the intent of a PUD in this land use designations to provide for the residential development of land in a manner compatible with agriculture, wetlands or other significant open space and which does not detract from the protection and perpetuation of such uses in the area.

b. Applicability

This Section shall apply to PUDs in the AGR FLU designations.

c. Conflicts

If this Section conflicts with another Section of the Code, the provisions of this Section shall apply to the extent of the conflict.

2. Development Options.

a. Options

The following two options are allowed in the AGR FLU designations: 80/20 and 60/40.

1) Minimum Land Area

The minimum gross land area (GLA) for the 80/20 option is 40 acres and 250 acres for the 60/40 option.

2) Areas

Each PUD shall consist of two areas, the Preservation Area and the Development Area. Both areas shall be rezoned to the PUD district.

b. Density

The maximum density for both options shall be based on the total GLA of the PUD calculated at 1 du/ac. The residential density in the Development Area is not restricted, except as necessary to meet applicable development standards and to assure compatibility with adjacent land uses.

c. Land Use Mix

The land area allocated for the Preservation Area and the Development Area shall be based on the ratio specified for each development option as described below.

1) 80/20 Option

A minimum of 80 percent of the GLA of the PUD shall be designated as Preservation Area on the master plan. The remaining land area (20 percent) may be designated on the master plan as residential, civic, commercial, recreation, or open space in accordance with Table 3.E.2.C, PUD Land Use Mix.

a) Exception

Up to an additional five percent of the GLA of the PUD may be allocated to the Development Area where the allocation can be accounted for as R-O-W for streets or water retention areas. In no event shall the Development Area, including R-O-W and water retention areas, exceed 25 percent of the GLA.

2) 60/40 Option

A minimum of 60 percent of the gross land area of the PUD shall be designated as a Preservation Area on the master plan. The remaining land area (40 percent) may be designated on the master plan as residential, civic, commercial, recreation, or open space in accordance with Table 3.E.2.C, PUD Land Use Mix.

3) Both Options

Credit shall not be given that would reduce the size of the Preservation Area for encroachment of R-O-W, water retention, open space, landscape buffers, or natural habitats preserved in the Development Area. Native vegetation required to be set-aside in a Development Area by [Article 14.C. VEGETATION PRESERVATION AND PROTECTION](#), shall not be credited toward satisfying the minimum Preservation Area requirement.

3. Preserve Area

A Preserve Area is intended to support bona fide agriculture uses, wetlands, or other significant open space. Adjacent residential development in the PUD should be designed to be compatible with a Preserve Area and shall not detract from its operation or function. [Ord. 2015-047]

a. Location and Access

Preserve Areas which may be situated anywhere in the AGR FLU designations, provided they are accessible by a street. [Ord. 2015-047]

b. Uses

Uses allowed in a Preserve Area are indicated in [Table 3.E.1.B. PDD Use Matrix](#), [Table 3.F.1.F. Traditional Development District Permitted Use Schedule](#), or where stated within Art. 4, Use Regulations, and specified by the Preserve Management Plan as approved by ERM. [Ord. 2006-004] [Ord. 2012-027] [Ord. 2015-047]

c. Configuration**1) Property Development Regulations**

A Preserve Area and any remaining portion of a lot used to create a Preserve Area shall meet the minimum PDRs of the AGR district, with exception to the following: [Ord. 2006-004]

- a) lot width may be reduced to 100 feet for a Rural Parkway, as defined in the Plan; or, [Ord. 2006-004] [Ord. 2015-047]
- b) for an equestrian use that meanders through a 60/40 development area; or, Ord. 2006-004] [Ord. 2015-047]
- c) a legal lot of record that does not meet the minimum acreage or dimensions of the AGR district may be used as a preserve area if in compliance with all other requirements of this Section. [Ord. 2006-004]

2) General

Preserve Areas shall be arranged so as to maximize the purpose, function, and perpetuation of the preserve use. This shall be accomplished, in part, through the following: [Ord. 2015-047]

a) Agriculture

Agricultural areas shall have boundaries that allow for efficient agricultural operation, and shall not be encroached upon by a Development Area. [Ord. 2006-004]

b) Wetlands

The boundary of preserved wetlands shall be determined by the ecological function of the viable area, as determined by the BCC upon recommendations from ERM and/or the SFWMD. Wetland areas shall be preserved in the following order of priority: adjacent to off-site wetlands; open space; fallow land; or, agricultural land. Primary consideration shall be given to preserved wetland areas adjacent to off-site wetlands.

d. 80/20 Contiguity Requirement

The Preserve Area in the 80/20 option shall be located contiguous to the Development Area. [Ord. 2015-047]

e. Plans

Plans submitted to the DRO shall depict the Preservation Area as specified below.

1) Contiguous Area

When the Preservation Area is contiguous to the Development Area, the Preservation Area shall be shown and designated on the master plan and all applicable subdivision plans at the same scale and in the same detail as the Development Area.

2) Non-contiguous Area

When the Preservation Area is not contiguous to the Development Area, the Preservation Area shall be referenced by a location sketch and notes on the master plan.

f. Perpetual Preservation

Prior to recording the first plat for a Development Area, the Preservation Area shall be established in perpetuity in a form acceptable to the County Attorney. The Preservation Area shall be established by fee simple dedication to and acceptance by the BCC, or by recordation of an Agricultural Conservation Easement. **[Ord. 2008-037]**

4. Development Area

The Development Area shall contain the development related pods, residential commercial, civic and recreational as described in Table 3.E.2.D, PUD Property Development Regulations, allowed in a Development Area are based on the pod designation indicated in Table 3.E.1.B, PDD Use Matrix.

a. Location

The Development Area for the 60/40 option shall not be located west of S.R.7 (U.S. 441).

1) Frontage

All Development Areas shall have frontage on either SR-7, SR-806 (Atlantic Ave.), SR-804 (Boynton Beach Boulevard), Clint Moore Road, Lyons Road extending north of Boynton Beach Boulevard or Lyons Road extending south of Atlantic Avenue, and Acme Dairy Road extending south of Boynton Beach Boulevard to the L-28 Canal. **[Ord. 2012-027]**

2) Adjacency

Development areas shall be located, to the greatest extent practical, adjacent to existing, planned or projected Development Areas.

3) Connectivity

Development Areas adjacent to potential or existing TMD locations shall have at least one paved pedestrian and vehicular connection.

b. Configuration

1) General

The Development Area shall be a single, compact, contiguous area, which possesses the characteristics listed below. An equestrian community may deviate from these characteristics only to the extent that contiguous pasture land may meander throughout the Development Area:

- a) at least two sides of the Development Area shall share a common border with the perimeter of the PUD;
- b) the Development Area shall be designed as a single unified whole within a tightly compact area with continuous common boundaries with other pods in the PUD;
- c) isolated Development Areas and Preservation Areas shall not be created within a contiguous PUD; and
- d) lakes, water retention areas, golf courses, and other similar amenities shall be located within the Development Area to provide a buffer from adjacent Preservation Areas or off-site agricultural uses.

c. Contiguity

A Development Area shall be situated in only one location and shall be contiguous within itself.

d. Landscape Buffer

A Type 3 incompatibility buffer shall be required between the Development Area and all adjacent properties zoned AGR, AP, SA, or AR; including Preservation Areas. The buffer shall be a minimum of 50 feet in width and installed in accordance with [Article 7, LANDSCAPING](#), except that a wall shall not be required. **[Ord. 2006-004] [Ord. 2008-003]**

1) Buffer Width Reduction

The minimum 50 foot buffer width required along the perimeter of an AGR-PUD Development Area may be reduced for the following: **[Ord. 2013-001]**

a) Abutting R-O-W, Open Space or Another Buffer

A 50 percent reduction (minimum of 25 feet in width) shall be permitted if: **[Ord. 2013-001]**

- (1) the buffer is within a nonresidential pod and adjacent to a R-O-W greater than 50 feet in width;
- (2) the buffer is adjacent to another platted PUD buffer a minimum of 20 feet in width; or

(3) the buffer is adjacent to open space (e.g. lake, canal, etc.) greater than 50 feet in width

b) Abutting a Rural Parkway

A reduction to a minimum of 15 feet in width shall be permitted if the buffer is abutting a Rural Parkway a minimum of 100 feet in width. [Ord. 2013-001]

5. Special Provisions

a. Water and Sewer Service

All Development Areas shall utilize central water and wastewater service provided by WUD. The use of package treatment facilities shall not be permitted.

G. RR PUD

1. Rural Residential

The following additional regulations apply to the PUDs in the RR FLU Designation.

a. Purpose and Intent

A PUD is permitted in the RR FLU designations to accommodate low density residential development in conjunction with the protection and maintenance of rural, equestrian, agricultural communities, or to address preservation of specific uses within the Lion Country Safari (LCS). It is the intent of a PUD in these land use designations to provide for the residential development of land in a manner compatible with agriculture, wetlands or other significant open space and which does not detract from the protection and perpetuation of such uses in the area. The areas in which this development alternative is offered are characterized by agriculture, small farming operations, equestrian activities, and open spaces where residents are attracted to low-density lifestyles. [Ord. 2011-016]

b. Conflicts

If a conflict exists between this Section and other Sections of this Code, the provisions of this Section shall apply to the extent of the conflict.

c. Lion Country Safari (LCS)

An application for a RR-PUD within the LCS that includes the transfer of density from the Lion Country Safari MUPD or RVPD, shall be limited to Option 1, Rural Cluster, and the following: [Ord. 2011-016]

1) Purpose and Intent

The purpose of the LCS is to acknowledge the importance of the Lion Country Safari Park as a unique tourist attraction and recognize that the viability of the park is important for the County's tourism industry, pursuant to Plan Objective 1.11, Lion Country Safari Overlay. The Overlay establishes a mechanism to encourage the preservation of the Safari Park (MUPD), RV Park (RVPD) and related commercial recreation activities, while allowing for residential development at an overall density that is compatible with the surrounding area. This is accomplished by allowing the density of the Safari and RV Parks (excluding hotel approval) to be transferred to the development area of a RR PUD within the boundaries of the Overlay. [Ord. 2011-016]

2) Applicability

The LCS is approximately one square mile in size, generally located north of Southern Boulevard and West of Seminole Pratt and Whitney Road in Section 23, Range 40, Township 43, as depicted in the Special Areas Planning Map LU 3.1, in the Map Series of the Plan. The provisions of the LCS are optional, and shall only apply to projects that propose to relocate density from the Safari Park to a PUD within the boundaries of the Overlay. [Ord. 2011-016]

3) Application Requirements

Any application that proposes to relocate density from the Safari or RV Parks to a RR PUD within the Overlay shall comply with the following: [Ord. 2011-016]

a) Pre-Application Conference

Each application shall require a PAC in accordance with [Art. 2.A.1.E, Pre-Application Conference](#). [Ord. 2011-016]

b) Master Plan

A Preliminary or Final Master Plan shall be required to depict the overall boundaries of the LCS, include any Zoning approvals, identify Open Space Preserve Areas from which density will be relocated to the development area of a RR-PUD, location of access and interconnectivity, and related tabular data. [Ord. 2011-016]

4) RR PUD Development Area

In addition to the Development Area requirements for a Rural Cluster PUD, the following shall apply: **[Ord. 2011-016]**

- a) Clustered residential units which provide a variety of lot sizes to allow for a range of housing choices; **[Ord. 2011-016]**
- b) Smaller sized lots shall be located towards the center of the Development Area and should transition to larger lot sizes located at the edge, adjacent to the existing residential neighborhoods. **[Ord. 2011-016]**

5) Other Requirements

- a) Existing native vegetation and other natural features located within the LCS, including a minimum of 37 acres of upland native vegetation, shall be preserved. At the time a PUD is requested, higher quality upland native vegetation shall be preserved in accordance with [Art. 14.C.7.B.3. Establishing Native Upland Preserves](#). This requirement shall not preclude the relocation of existing native upland preserves to other areas with higher quality upland native vegetation. **[Ord. 2011-016]**
- b) Interconnectivity shall be provided between uses within the LCS. This shall not preclude the use of security gates within the RR PUD. **[Ord. 2011-016]**
- c) A neighborhood serving commercial store of up to 3,500 square feet shall be permitted within the RVPD to serve campers, or should the RVPD be abandoned, the neighborhood store may be incorporated into a RR-PUD. **[Ord. 2011-016]**
- d) Golf courses are prohibited within the LCS. **[Ord. 2011-016]**

6) Additional Notification Requirements

Pursuant to the adoption of a LCS Overall Master Plan, any subsequent applications for a Development Order Amendment within the boundaries of any designated Open Space Preserve Areas or associated RR-PUD shall provide for the following notification to all affected land owners and Property Owners Associations, as follows: **[Ord. 2011-016]**

- a) The Notice shall describe the applicant's request for a DOA; **[Ord. 2011-016]**
- b) The list of landowners and Property Owners' Association(s) shall be pursuant to the latest PBC Property Appraisal list; **[Ord. 2011-016]**
- c) The Notice shall be sent to the landowners and Property Owners' Association(s) by certified mail within ten days of filing its applications; and, **[Ord. 2011-016]**
- d) The applicant shall provide to the Zoning Division a copy of the Notice and written confirmation the Notice requirements have been satisfied. **[Ord. 2011-016]**

d. Option 1 – Rural Cluster

1) Land Area

A minimum of 100 acres.

2) Open Space

A minimum of 60 percent of the land area shall be designated on the master plan as contiguous and compact open space, unless otherwise determined by the Existing Resources and Site Analysis. Open space satisfying this requirement shall have a minimum width of 150 feet and be designated as common area on the master plan or dedication in perpetuity as a preserve, in accordance with [Article 3.E.2.F.3.g. Perpetual Preservation](#). a)

Exception

- (1) Existing environmental, geological and historic resources identified in the site analysis required by [Article 3.E.2.G.4. Existing Resources and Site Analysis](#), and having a minimum area of five acres are not required to be contiguous.
- (2) A PUD within the LCS may comply with minimum Open Space requirements through use of an Overall Master Plan which identifies Preserve Areas within the Lion Country Safari MUPD or RVPD, subject to the following: **[Ord. 2011-016]**
 - (a) Open Space is limited to preservation, conservation, passive recreation, wetlands, bona-fide agriculture, regional water management projects and equestrian trails; or, **[Ord. 2011-016]**
 - (b) The Safari Park MUPD (excluding hotel site) and RVPD shall be permitted to count towards the 60 percent Open Space requirement provided that prior to issuance of the final Development Order, a deed restriction/conservation easement, subject to approval by the PZ&B Executive Director in consultation with the County Attorney, is recorded that limits the use of the site to those listed above, in the event commercial recreation uses were to cease. This shall not preclude any renovation or expansion of park facilities where permitted by this Code. **[Ord. 2011-016]**

b) Common Area

If designated as common area, maintenance of the open space shall be the perpetual responsibility of the HOA.

c) Separate Tract

All areas designated as open space on the Master Plan shall be platted and maintained as a separate tract of land. No area designated as open space on the Master Plan shall be platted with, nor made part of, a lot or land in the development area, excluding alternative LCS Open Space Preserve Areas. **[Ord. 2011-016]**

d) Plat

All open space shall be platted simultaneously with the first plat in the development area, excluding any previously platted areas identified on a LCS Overall Master Plan. **[Ord. 2011-016]**

3) Development Area

A maximum of 40 percent of the land area shall be designated on the master plan as the development area. All residential, civic, and recreation pods shall be limited to the development area. All improvements, including streets, water management tracts for on-site and street drainage (including R-O-W), excavation, and accessory structures shall be limited to the development area.

a) Exception

Mitigation projects, excavation with jurisdictional wetlands, and excavation by public agencies, as defined as exempt in [Article 4.D, EXCAVATION](#), and regional water management facilities certified by the SFWMD, shall be permitted in open space areas.

4) Design

The Development Area shall be designed to emphasize the open space areas identified in the site analysis in accordance with [Article 3.E.2.G.4, Existing Resources and Site Analysis](#). The development areas shall be designed so as to not interfere with the continued or future function of any designated open spaces preserves or areas, identified as environmentally, geologically, or historically significant in the site analysis required by [Article 3.E.2.G.4, Existing Resources and Site Analysis](#). Pods should be located and designed to ensure compatibility with open space and preserves areas. All streets shall terminate in a vista or focal point such as trail head, passive park, waterviews, open space, or an alternative acceptable to the BCC.

e. Option 2 – Variable Lot Size**1) Minimum Land Area**

A minimum of 100 acres

2) Open Space

No minimum percentage of open space shall be required in a PUD with a RR land use designation utilizing the variable lot size option (Option #2).

3) Development Areas

The development area shall be required to have an equestrian lifestyle. Development shall be designed so as to not interfere with the continued or future function of any area identified as environmentally, geologically, or historically significant in the site analysis required in [Article 3.E.2.G.4, Existing Resources and Site Analysis](#). Residential pods should be located and designed to ensure compatibility with non-residential pods and open space areas. All streets shall terminate in a vista or focal point, such as a trail head, passive park, waterview, agricultural structure, or an alternative acceptable to the BCC.

a) Exception

All drainage improvements, such as water management tracts, street drainage, and excavation for water management purposes, shall be developed as common areas and platted as separate tracts of land. Type 1 excavation, for the purposes of building a single family residence, shall not be permitted on individual lots.

4) Design

A PUD with a RR land use designation utilizing the variable lot size option (Option #2) may subdivide parcels into a range of lot sizes as accepted by the BCC. The minimum lot size shall not be less than indicated in Table 3.E.2.G, RR-PUD Property Development Regulations. The gross density of the PUD shall not exceed the density assigned to the project by the Plan.

2. Pods**a. Residential Pod**

Housing type and classification shall be limited to single family detached only, typical residential accessory uses/structures and accessory agricultural or equestrian uses/structures.

1) Lion Country Safari Exception

Townhouses may be permitted within a LCS RR-PUD up to a maximum of 20 percent of all residential units, to the extent necessary to accommodate any density transferred from Open Space Preserve Areas, provided that the units are located within the center of the Development Area. **[Ord. 2011-016]**

b. Commercial Pod

A commercial pod is prohibited, with exception of allowances for a 3,500 square foot neighborhood store within the LCS. **[Ord. 2011-016]**

c. Civic Pod

Civic and institutional uses shall be limited to government services only. No private civic uses shall be permitted

d. Recreation Pod

Active recreation uses, such as golf courses and common outdoor recreation areas shall be limited to the development area only. Equestrian uses shall be allowed in accordance with the AGR/P pod provisions in Table 3.E.1.B, PDD Use Matrix.

3. Property Development Regulations (PDRs)

The PDRs for residential lots are in Table 3.E.2.G, RR-PUD Property Development Regulations. Accessory residential uses/structures may use with the nonconforming lot provisions in the AR district.

Table 3.E.2.G - RR-PUD Property Development Regulations

Pod	Lot Dimensions			Density		FAR	Building Coverage	Setbacks			
	Size	Width and Frontage	Depth	Min	Max			Front Street	Side	Side Rear	Rear
Residential Option 1 (1)	1.25 ac	100	125	-	-	.20	20%	50	20	25	25
Residential Option 2	2.5 ac	200	200	-	-	.20	20%	50	40	50	50
Public Civic	1%	Apply PUD public civic pod PDRs									
Recreation		Apply PUD recreation pod PDRs									
[Ord. 2011-016]											
Notes:											
1. The following PDRs shall be permitted within the Development Area of a LCS RR-PUD, to the extent necessary to accommodate density relocated from the Safari Park Open Space Preserve Areas within the MUPD or RVPD:											
a. Where Townhouses are permitted, the PDRs of Art. 3.D.2.A, Townhouses :											
b. SFD lots located within the center of the Development Area may apply the PDRs for the RS Zoning district, in accordance with Table 3.D.1.A, Property Development Regulations ; and,											
c. SFD lots located along the perimeter of the LCS adjacent to residential uses may apply the PDRs for the RT Zoning district (LR-1) in accordance with Table 3.D.1.A, Property Development Regulations .											

a. Design Standards

The rural design standards in [Article 5.C, DESIGN STANDARDS](#), shall apply to all development not located on a single family lot (e.g. entry features, recreation, public civic pods, or when permitted within the LCS, a commercial pod). **[Ord. 2011-016]**

4. Existing Resources and Site Analysis

The application shall include an analysis and maps of existing environmental, geological, and historic conditions on the proposed site. At a minimum, the analysis shall contain the following information and be subject to review and approval by the DRO prior to certification of the project.

a. Natural Resources and Environmentally Sensitive Areas

Location and identification of environmentally sensitive lands, habitats of endangered species, significant areas of native vegetation, wetlands, canals, ditches, and natural drainage.

b. Historic Resources

Location and identification of all historically and archaeologically significant features, sites and structures.

c. Preservation

Significant environmental, geological, and historic conditions identified in the site analysis shall be incorporated and preserved in open space areas on the master plan or as required by ERM and/or the SFWMD.

d. Open Space Management Plan

The applicant shall submit an Open Space Management Plan for review and approval by the DRO, which ensures that all areas designated as open space on the master plan are maintained in perpetuity. The Open Space Management Plan shall include a bond, or the funding mechanism, in an amount necessary to ensure maintenance of the preserve area on a permanent basis. Bona fide agricultural land shall remain in agricultural production or returned to a natural state acceptable to ERM. Fallow land shall remain free of prohibited species and maintained to prevent the creation of a nuisance on adjacent properties. Wetlands shall remain viable and subject to the permitting and maintenance requirements of the SFWMD.

1) Lion Country Safari Exemption

The required bond or other funding mechanism shall not be required for any Open Space areas located within the LCS MUPD or RVPD that have been counted towards a LCS PUD, until such time as the Safari Park ceases operations. [Ord. 2011-016]

e. Plat

All open space shall be platted simultaneously with the first plat in the developments area.

5. Landscape Buffer

A landscape buffer shall only be required around the development area, adjacent to the perimeter of the project. The buffer shall be a minimum of 150 feet in width and consist of 100 percent native vegetation. Landscape buffers providing continuity between open space areas to be preserved may be counted toward meeting the minimum open space requirement.

a. Landscape Requirements

Portions of the buffer which are not adjacent to a street shall comply with the compatibility landscape requirements in [Article 7, LANDSCAPING](#). All landscape material shall be planted in groups and/or a naturalistic pattern.

b. Trails

A continuous equestrian trail, fitness trail, bike path, walking path, or similar trail system shall be incorporated into the internal street R-O-W sections, around lakes, and/or within the buffers in the development area. Trails and paths in open space areas shall only be paved with pervious materials.

H. Supplemental Standards

1. HOA

Concurrent with the first recorded plat a POA shall be formed to manage the common areas and govern the operations of the HOA. The preservation area of an RR-PUD is not required to be governed by a POA.

2. Declaration of Covenants and Restrictions

All properties included in the legal description of a PUD shall be subject to a Declaration of Covenants and Restrictions acceptable to the County Attorney's office which shall, among other things, provide for formation of a single "master" HOA, automatic voting membership in the master association by any party holding title to any portion of the subject property, and assessment of all members of the master association for the cost of maintaining all common areas. The property shall not be subjected to the Declaration of Restrictions in phases. Approval of the Declaration must be obtained from the County Attorney's office prior to the recordation of the first plat for any portion of the planned development. This Declaration shall be amended if additional units or land area are added to the PUD.

3. Incompatible Uses

The petitioner shall include in the homeowners documents, as well as written sales brochures and sales contracts, a disclosure statement identifying and notifying of the existence of agricultural, equestrian, or cellular communication towers in the vicinity of the development.

I. Phasing and Platting

A PUD shall be subject to the time limitation and review requirements of [Art. 2.E, Monitoring](#) and [Article 3.E.1.J, Phasing and Platting](#), and shall proceed in a reasonably continuous and timely manner complying with these phasing requirements and the requirements listed below.

1. Plat Requirements

All land within the PUD, including golf courses, shall be platted. All golf courses and open space areas (including but not limited to recreation and water retention) shall be platted prior to Technical Compliance for the last residential, commercial, or civic site plat.

Twelfth Order of Business



City of Westlake
Planning and Zoning Department
Staff Report – 12/26/2017

PETITION DESCRIPTION

DATE: December 26, 2017

PETITION NUMBER: TEXT-ULDC-2017-03 (**Ordinance 2018-4**)

APPLICANT: Cotleur & Hearing

OWNER: Minto PBLH, LLC

REQUEST: Amend the City of Westlake interim Unified Land Development Code (ULDC) to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods.

ANALYSIS

The subject application is a request for a text amendment to the City of Westlake's interim Unified Land Development Code (ULDC) to address regulatory and use provisions in **Articles 1, 3, and 4** as they relate to the following:

- Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods,
- Planned Unit Development (PUD) pods,
- Traditional Neighborhood Development (TND) pods, and
- Private Civic (PC) pods.

*Text amendments are provided in ~~strikethrough~~ and underline format. Proposed modifications are included on the following **six (6) ordinances and its exhibits**:*

- Ordinance 2018-1
- Ordinance 2018-2
- Ordinance 2018-3
- **Ordinance 2018-4**
- Ordinance 2018-5
- Ordinance 2018-6

*The subject staff report will address **Ordinance 2018-4**.*

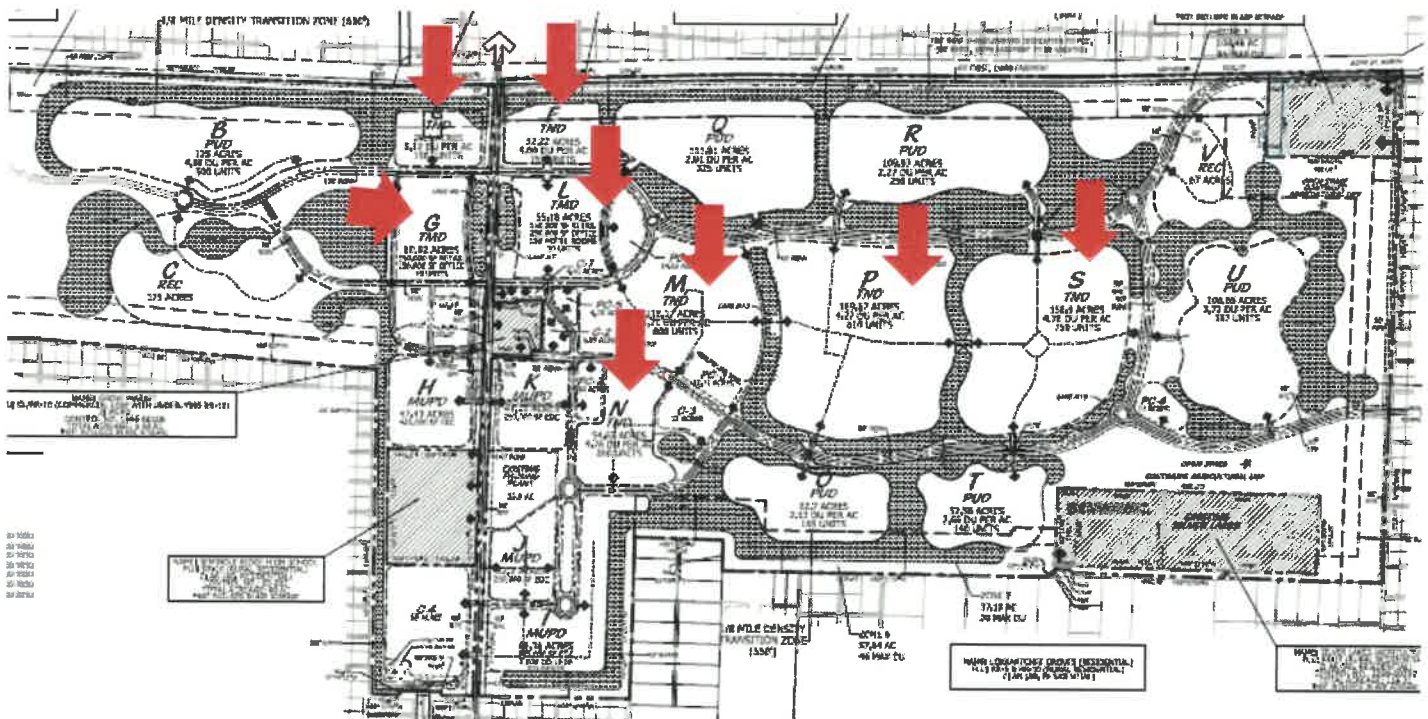
Ordinance 2018-4

Table 3.F.1.F., entitled Traditional Development Permitted Use Schedule

The applicant is requesting amendments to the use provisions in Article 3, Chapter F, Section 1, Table 3.F.1.F., entitled Traditional Development Permitted Use Schedule, of the land development codes within the City of Westlake to make adjustments to the individual uses which will be allowed in the Traditional Development District (TDD). The applicant requested changes to the TDD category of use types which would be allowed either as a permitted right, approval by the development review official, approved by special permit and/or approval by the City Council.

Table 3.F.1.F of the City’s ULDC sets forth the permitted uses within the TND and TMD pods. The Westlake Development Order outlines certain conditions of approval that are specific to Private Civic (PC) pods. Resolution 2014-1646, **Private Civic**, condition no. 1 requires all private civic pods to “follow the development regulations of a Traditional Neighborhood District and Neighborhood Center requirements.” Therefore, there is a need to reflect the uses intended to occupy the PC pods in Table 3.F.1.F. The use schedule has been revised to include uses such as passive and public parks, outdoor entertainment, restaurants, and other supportive uses. References to Exurban/Rural tiers has been struck as well.

The following figure indicates the location of the TND, PUD and PC-1 pods in the City of Westlake:



Staff has reviewed the request for change in allowable uses and agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted in Table

3.F.1.F., to be permitted by right, to be approved by the development review official, to be approved by special permit and/or to be approved by the City Council.

Table 3.F.2.A., entitled Block Dimensions Requirements

The applicant has requested review of the Block Dimension Requirements, in Article 3, Chapter F, Section 1, Table 3.F.2.A., of the land development codes within the City of Westlake to make adjustments to the maximum length of blocks and the width of the block pass through for pedestrian access as follows:

Table 3.F.2.A - Block Dimension Requirements

	Maximum Length of Block		
No Pedestrian Pass Through	660-900 ft.		
With Pedestrian Pass Through	750-1,250 ft. (1)		
	Maximum Block Perimeter (2)		
	Minimum	Average	Maximum
Traditional Marketplace Development (TMD)		1,200 – 1,500 – 1,800 ft	
Traditional Neighborhood Development (TND)	500 ft.	1,500 – 1,800 – 2,200ft.	2,500 ft.
[Ord. 2014-031]			
Notes:			
<ol style="list-style-type: none"> The maximum block face within a TND district or Pod may be increased to up to 1,000 ft. subject to the following: <ul style="list-style-type: none"> Pedestrian pass through shall be a minimum of 50 feet in width, and comply with the TND requirements for Neighborhood Parks; Pedestrian pass through shall interconnect with other pedestrian pass through or streets to provide enhanced interconnectivity between the outer edges of each TND and a required Neighborhood Center; and, Parcels located along the perimeter of a TDD may be exempt from the block perimeter requirements where a TMD or TND district or Pod abuts open space, roads external to the development or Pod, or where DEPW-City Engineer requirements preclude vehicular access points necessary to complete the block structure. Blocks exceeding 660 feet in length shall provide pedestrian seating areas, decorative lighting, landscape focal features, lake viewing areas, trellises, or other similar elements within pedestrian pass-throughs or other designated open space areas along the block. 			

Modifications to the block lengths and average perimeters are proposed to allow more flexibility in the neighborhood design. The adjusted block lengths will provide the ability to for more curvature in the streets, on-street parking, and street trees. Emphasis is on design and landscape features proposed along blocks to add visual interest and promote walkability.

Table 3.F.2.A., entitled TDD Street Design Standards

The applicant has requested review of the street design standards for public streets as found in Table 3.F.2.A., TDD Street Design Standards, for the street type, widths, parking, bicycle lanes, sidewalk pathway, tree lawn and private utility easements. TABLE 3.F.2.A of the City’s ULDC establishes standards for street cross-sections. To provide clarity, the applicant is

proposing to add “minimum” to the table’s title. It is the intent that the standards provided in the table be applied as minimum thresholds. The applicant is proposing narrower streets to establish a sense of place, solicit lower traffic speeds, and create more integration with the development pods. *Proposed amendments are indicated on ~~strikethrough~~ and underline below:*

1) Street Design

Public streets shall conform to the standards in Table 3.F.2.A, TDD Street Design Standards ~~by Tier.~~ Public and Private streets located within PUD and MUPD shall have the option of utilizing the standards with Table 3.F.2.A or Table 11.E.2.A-2 Private streets within PUDs and MUPDs shall provide a minimum five-foot wide sidewalk along both sides of the street. The cross-sections related to Table 3.F.2.A are for graphical and demonstrative purposes only.

Type of Street	Street R-O-W Width	Travel Lanes		Curb & Gutter	Parking Lane (2)	Bicycle Lane	Utility Corridor	Sidewalk Pathway	Private Utility Easement (3)
		Number	Width						
All Tiers									
Commercial Street	42 ft. - 72 ft. <u>40 ft.</u>	2	11 ft.	2 ft.	8 ft. (both sides)	No	27 ft.	45-10 ft. (4)	No
U/S Tier									
Collector: without on-street parking	64-50 ft.	2	11 ft.	2 ft.	No	5 ft. (both sides)	24 ft.	6 5 ft.	10 ft.
Collector: with on-street parking	74-70 ft.	2	11 ft.	2 ft.	8 ft. (both sides)	5 ft. (both sides) (5)	27 ft.	6 5 ft.	10 ft.
Local Residential Street	62-6650 ft.	2	10 ft.	2 ft.	8 ft. No	No	25 ft.	5 ft. (multi-purpose pathway)	10 ft.
Exurban/Rural/Agricultural Reserve Tier									
Plan Roadway Collector	104 ft.	2	11 ft.	4 ft. shoulder. No Curb & Gutter	No	No	27 ft.	8 ft. (multi-purpose pathway)	10 ft.
Non-Plan Roadway Collector	100 ft.	2	11 ft.	2 ft. shoulder. No Curb & Gutter	No	No	27 ft.	8 ft. (multi-purpose pathway)	10 ft.
[Ord. 2005-002] [Ord. 2008-003] [Ord. 2014-031]									
Notes:									
<p>1. Unless otherwise stated herein, exceptions to dimensions shall only be permitted to accommodate turn lanes at the perimeter of a TMD, TND or TTD for turn lanes required by the <u>PBC-City's</u> Engineering Department, or for roundabouts or other traffic calming measures typically associated with a TDD. This exception shall not be permitted for divider medians. [Ord. 2008-003]</p> <p>2. Parking lane dimensions include the curb and gutter dimensions. [Ord. 2008-003]</p> <p>3. Easements may be collocated with alleys <u>located inside of outside of the right-of-way.</u> [Ord. 2008-003] <u>Includes a minimum ten-foot wide pedestrian sidewalk that may be reduced for arcades, and a minimum five-foot wide strip</u> <u>The requirement for a sidewalk on one side of the street may be waived in specific cases where pedestrian access is not required based on building locations and other utilitarian purposes, subject to review and approval by the City Engineer.</u></p> <p>4. <u>Collector roads interior to a TND or TMD pod shall not be required to provide a designated bike lane when an 8' minimum sidewalk width is provided.</u></p> <p>6. <u>The typical cross-sections shall be included within the Design Standards for each pod and submitted to the City as part of the development review process.</u></p>									

- 7. [Tree lawns may be incorporated into hardscape features such as sidewalk or outdoor seating areas with the use of tree grates or other similar amenities. The area of the tree lawn shall be in addition to the minimum sidewalk width.](#)
- 8. [Sidewalks shall provide a minimum of 5' clearance.](#)

Table 3.F.2.A - Sidewalk/Pathway Design Standards (1)

	Minimum Clear Area for Pedestrian Travel	Minimum Planting / Hardscape Area (including lighting fixtures and furniture) or Swale	Minimum Required Tree Setback from Curb or Edge of Roadway	Minimum Total Easement Width
AGR and Urban/Suburban Tiers				
TND & PUD Residential Street	6.5 ft.	5 ft.	2.5 ft.	11 ft.
Commercial Mixed-Use	10 ft.	5 ft.	2.5 ft.	15 ft.
Exurban/Rural Tiers				
Residential Street	8 ft.	20 ft.	16 ft.	28 ft.
Commercial Mixed-Use	10 ft.	5 ft.	2.5 ft.	15 ft.
Note:				
1. The sidewalk/pathway design cross-sections shall be included within the Design Standards for each pod and submitted to the City as part of the development review process.				

a) Street Lighting

Street lighting shall be provided along all streets ~~and alleys~~ subject to [Art. 5.E.4.E, Outdoor Lighting](#), and the standards in Table 3.F.2.A, TDD Street Lighting Standards. A minimum of one light fixture shall be located at every crosswalk. ~~Alley lighting shall be provided by wall or other lighting fixture provided by the adjacent property.~~

c. Location of Parking

Off-street parking is prohibited in required front or side street setbacks. No parking space shall be located further than ~~750~~ **900** feet from a building entrance. Parking shall be equitably distributed throughout the project.

e. Bicycle Parking

~~Bicycle parking shall be encouraged within non-residential pods or non-residential areas of a residential pod. Bicycle parking areas shall be thoughtfully dispersed throughout the pod. The number of bicycle parking spaces provided shall be equal to five bicycle spaces or two percent of the total number of required vehicular parking spaces.~~

~~whichever is greater. One parking area shall be provided for every five units in multi-family housing and for every 20 vehicle parking spaces serving non-residential uses. Bicycle parking spaces shall be indicated on the site plan in visible, well-illuminated areas. For each bicycle parking space required, a stationary object shall be provided to which a user can secure the bicycle. The stationary object may either be a freestanding bicycle rack or a DRO approved alternative. [Ord. 2005-002]~~

b. Internal Compatibility and Incompatibility Buffers

Buffers are not required within TDDs, except that a solid six-foot high wall or five-foot wide landscape planting area providing a visual screen at least six feet in height is required along an interior property line where a non-residential use abuts a residential use. The height of the wall or landscape screen shall not exceed three feet within required front setback areas. The internal buffer requirement for multi-family and townhouse units may be waived by the DRO when the units are constructed on a main street; are attached to a commercial structure; are separated from a commercial structure by streets or an alley, pedestrian walkway or plaza; or when adjacent to open space, plazas or private recreational uses associated with units requiring a buffer. Buffers within the interior of a TMD, TND, or the Natural Transect shall not be required.

d. Street Trees

Street trees shall be provided along sidewalks, subject to the following standards:

1. Number

A minimum of one canopy tree shall be required for every 40 lineal feet of street frontage. Palm trees may be substituted for a canopy tree on a 4:3 basis ~~along a frontage with a covered walkway (Ord. 2014-031).~~ Not more than 50 percent of the canopy trees may be substituted for palms.

6. Signage

All signs shall be located on site in a manner that ensures consistency within the development; with site, architectural, and landscape plans; site layout; ultimate maturity of vegetation; and, final architectural elevation. When preparing a sign plan the applicant shall consider and give attention to the placement of the sign to provide clear visibility for the tenants. In addition to the regulations in Art. 8, Signage, the following shall apply:

a. Building-Mounted Signs

Building-mounted signs, including wall signs, awning and canopy signs, and projecting signs shall be permitted, subject to the following additional requirements:

1) Size

~~0.75~~ One square foot of signage for every linear foot of tenant frontage shall be permitted, up to a maximum of ~~64~~ 70 square feet.

The staff for the City of Westlake has reviewed and agrees with the applicant proposed changes to Article 3, Chapter F, Section 1, Table 3.F.1.F., entitled Traditional Development Permitted Use Schedule, and Article 3, Chapter F, Section 1, Table 3.F.2.A., Block Dimension Requirements, and Table 3.F.2.A., TDD Street Design Standards, Table 3.F.2.A.

Sidewalk/Pathway Design Standards, Street Lighting, Bicycle Parking and Landscape and Buffering as modified herein.

Please see attached Ordinance 2018-4 and Exhibit "A".

DEC 06 2017



Received

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City of Westlake ULDC Text Amendment

Justification Statement

December 5, 2017

Introduction

The subject application is a request for various text amendments to the City of Westlake Unified Land Development Code (ULDC). The purpose of the text amendments is to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods. All proposed modification as provided in the attached text amendment document in ~~striketrough~~ and underline format.

ARTICLE 1

DEFINITIONS

The Applicant proposed to add one new definition and modify two existing definitions. A definition of **Density Transition Zone (DTZ)** has been added and the definitions for **Fitness Center** and **Medical and Dental Office** have been modified slightly.

The DTZ is referenced and identified on the approved Final Master Plan, but is not formally defined in the ULDC. In order to prevent any confusion relative to the application of the DTZ, the Applicant proposes that a definition be added to Section 1.1.2.A. This will provide clarity of the terminology, since it does not exist outside of the Westlake Development Order, as well as provide consistency of its application.

Density Transition Zone (DTZ) – *The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units within the DTZ divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.*

$$DTZ = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF}$$

$$DTZ = 1,000 \text{ AC}$$

$$\text{Density} = 800 \text{ du} / 1,000 \text{ AC}$$

$$\text{Density} = 0.8 \text{ du/ac}$$

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The ***Fitness Center*** definition (No. 22) has been modified to include “wellness services.” It is typical for fitness facilities to include wellness services, such as nutritional coaching, BMI exams, blood pressure tests, minor medical treatments for exercise injuries, flu shots, etc. The additional text will address this use more clearly for future applications.

The ***Medical or Dental Office*** definition (No. 32) has been modified to include “Immediate and/or emergent.” This addition will clarify the type of medical uses envisioned to be encompassed within the medical office category.

ARTICLE 3

PLANNED DEVELOPMENT DISTRICTS (PDDs) TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to the PDD section of Article 3 is to address revisions to the PDD Use Matrix table, PUD regulations, and TTD regulations. In addition, the Applicant has taken the opportunity to update references to “Palm Beach County,” “BCC,” “county,” and prior ordinance references, which are no longer applicable.

1. PDD Use Matrix

Table 3.E.1.B – PDD Use Matrix sets forth the permitted and prohibited uses for the EDC/MUPD pods within the City of Westlake. The vision for the EDC, as outlined in the current Future Land Use Element, is to accommodate employment opportunities, research parks, employment centers, and other ancillary uses to support the EDC uses. However, these types of uses are not fully reflected in Table 3.E.1.B. The uses currently prescribed in the table include heavy industrial uses. In order to foster the employment opportunities envisioned for this area of the City, the EDC pods must include opportunities for professional and medical offices, hospital or medical centers, assisted living facilities, universities, places of worship, financial institutions, personal services, etc. It is also appropriate to locate other business supporting uses in the EDC, such as a car wash, auto repair services, convenience stores with gas sales, restaurants, fitness, etc. The proposed amendments to Table 3.E.1.B – PDD Use Matrix are provided in the attached text amendment document in ~~strikethrough~~ and underline format.

2. PUD Regulations

The PUD provisions of Article 3 are designed to address stand-alone PUD’s which are typical of residential development in Palm Beach County. These typical PUD’s are self-contained and not part of a larger community design. The PUD pods within the City of Westlake are unique in that they are one component of a larger TTD framework. Therefore, it is appropriate to amend certain PUD code requirements within the ULDC to be reflective of this unique development pattern. The proposed amendments will bring clarity and consistency with how these regulations are applied within the Westlake TTD. The proposed amendments to PUD regulations are generally

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described below and are provided in the attached text amendment document in ~~strikethrough~~ and underline format.

Neighborhood Park

Section 3.E.2.B.2.c. of the City's ULDC requires a Neighborhood Park to be provided within the PUD pods as part of the Performance Standards. The Neighborhood Park requirement is above and beyond the Parks and Recreation requirement of 0.006 acres of recreation area per dwelling unit. The PUD section of the ULDC (Art. 3.E.2.E.3) requires that recreation areas comply with Art. 5.D. Article 5.D.2.B, *Community and Neighborhood Park Recreation Standards*, sets forth the standards for Neighborhood Parks. The size of the park is the equivalent of 2.5 acres per 1,000 people, based on 2.32 people per unit.

The Applicant is providing a large recreation amenity on Pod PC-1 that will contain water facilities, playgrounds, walking paths, sports courts, a clubhouse, etc. The amenities within Pod PC-1 will far exceed the recreational needs of the City. Smaller tot lots and passive open space areas will be provided within the residential areas as part of the required recreation acreage. Requiring a Neighborhood Park in addition to recreation areas within each pod will dilute the potential of the formal amenity facility in Pod PC-1. Therefore, the Applicant is requesting that the Neighborhood Park not be required for those pods in proximity to Pod PC-1 the ability to combine the Neighborhood Park requirement within the recreation acreage. In addition to Pod PC-1 there are four other private civic pods located throughout the City that will also provide neighborhood services and amenities to the community.

PUD Thresholds

Table 3.E.2.C of the City's ULDC requires a minimum of 40 percent open space within each PUD pod. The current ULDC is designed to address stand-alone PUD's which are not part of a larger community design. As part of the Development Order for Minto Westlake TTD, the Applicant is required to maintain a Natural Transect area of 55 percent. The Natural Transect, by design, maximizes open space outside of the pod boundaries. In order to provide for this significant amount of Natural Transect, the pod boundaries were reduced. The intent of the initial design was for the development to be concentrated within the pod boundaries, so the natural, open space areas could exist outside of the pod. This allows larger tracts of natural areas to be created, rather than small, less usable open space areas within the pods. Therefore, the proposed text amendment would establish an open space requirement of 27 percent within the PUD pod boundaries. As part of this amendment, the Applicant has also taken the opportunity to strike language related to the AGR district and Exurban/Rural transect, which are not applicable to the City of Westlake.

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3. TDD Regulations

Unlike most areas of the current ULDC, the TDD portion of Article 3 has never been implemented in a physical form within Palm Beach County. Therefore, the design provisions have never been tested and are not reflective of current traditional neighborhood trends in the marketplace. Therefore, it is appropriate to amend certain TDD code requirements within the ULDC to recognize industry standards for traditional communities and be reflective of current development patterns that have been field tested and proved successful. The proposed standards have been constructed throughout the State of Florida and have produced the intended results. The proposed amendments to TDD regulations are generally described below and are provided in the attached text amendment document in ~~striketrough~~ and underline format.

Traditional Development Permitted Use Schedule

Table 3.F.1.F of the City's ULDC sets forth the permitted uses within the TND and TMD pods. The Westlake Development Order outlines certain conditions of approval that are specific to Private Civic (PC) pods. Resolution 2014-1646, Private Civic, condition no. 1 requires all private civic pods to "follow the development regulations of a Traditional Neighborhood District and Neighborhood Center requirements." Therefore, there is a need to reflect the uses intended to occupy the PC pods in Table 3.F.1.F. The use schedule has been revised to include uses such as passive and public parks, outdoor entertainment, restaurants, and other supportive uses. References to Exurban/Rural tiers has been struck as well.

Block Dimensions

Table 3.F.2.A of the City's ULDC establishes minimum and maximum block standards for TND neighborhoods. Modifications to the block lengths and average perimeters are proposed to allow more flexibility in the neighborhood design. The current regulations would result in a significant increase in pavement and segregation of the home layouts. In addition, the adjusted block lengths will provide the ability to for more curvature in the streets, on-street parking, and street trees. The proposed amendments are based on street designs utilized in numerous traditional communities throughout Palm Beach County.

Street Design Standards

TABLE 3.F.2.A of the City's ULDC establishes standards for street cross-sections. To provide clarity, the Applicant is proposing to add "minimum" to the table's title. In the past, there have been instances where the design standards were applied as both maximum and minimum thresholds. It is the intent that the standards provided in the table be applied as minimum thresholds.

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It is the visions of the Applicant to produce streets that are appropriately scaled and comfortable to the City's future residents. The standards within Table 3.F.2.A are set up to produce much wider roadways that are inconsistent with sound neighborhood design. Narrower streets help to establish a sense of place, solicit lower traffic speeds, and create more integration with the development pods.

Parking

The current TDD code requires structured parking to be provided when the parking ratio exceeds 1 sp/250 sf. This ratio is proposed to reflect a ratio of 1 sp/200 sf, to avoid forcing medical users, who have higher parking ratios, to construct structured parking. Within the EDC/MUPD district, where medical uses are desired, this provision would be especially problematic. The structured parking thresholds should come into effect when excessive amounts of surface parking occur, not when the minimum parking standards required by code are being provided. This would create a significant barrier to entry.

TND Setback Standards

As discussed above, the PC pods are required to adhere to the Neighborhood Center provisions within the framework of the TND. The ULDC provisions for the Neighborhood Center are designed to accommodate small centers located within the TND pods. However, the Conceptual Plan and Final Master Plan for the City of Westlake reflect the co-location of these civic uses into pods outside of the TND pods, which the current ULDC did not anticipate. Therefore, revisions to the setback chart are necessary to create minimum setback standards, rather than maximum setbacks. The PC pods are smaller pods that do not meet the minimum sizes necessary to create effective streets and block structures that are needed to meet the building orientation and build-to line standards. The proposed amendments provide exceptions for PC pods from such requirements, which leaving opportunity for neighborhood centers to be provided within the TND pods in the future.

ARTICLE 4 USE REGULATIONS TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to Article 4 is to address use regulations for **Place of Worship, Medical or Dental Office and Retail Sales, General**. In addition, the Applicant has taken the opportunity to update references to "Palm Beach County," "BCC," "county," and prior ordinance references, which are no longer applicable.

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Article 4, note 29 refers to **Place of Worship**. Recently, Palm Beach County amended Article 4 of the ULDC to address Places of Worship. The revised language included criteria to address location, access, and size.

Article 4, note 83 refers to **Medical or Dental Office**. The modifications to this note are the same as the definition changes made in Article 1. The change in Article 4 is simply to make the two Articles consistent.

Article 4, note 114 refers to **Retail Sales, General**. The additional language in the note establishes a square footage threshold for retail uses within the EDC/MUPD district of 2,500 square feet. This will help ensure that the types of retail uses locating within the EDC remain accessory to and supportive of employment uses. Tenants occupying more than 2,500 square feet will only be permitted as a requested use.

Conclusion

The proposed ULDC text amendment is consistent with the City's Comprehensive Plan. The Applicant looks forward to working with Staff to respond to any questions or issues that might arise as a result of your review.

ORDINANCE NO. 2018- 4

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S INTERIM LAND DEVELOPMENT CODE, ARTICLE 3, CHAPTER F, SECTION 1, TABLE 3.F.1.F. TRADITIONAL DEVELOPMENT DISTRICT ("TDDs") PERMITTED USE SCHEDULE, SECTION 1, TABLE 3.F.2.A., BLOCK DIMENSION REQUIREMENTS, STREET DESIGN, TABLE 3.F.2.A., SIDEWALK/PATHWAY DESIGN STANDARDS, BICYCLE PARKING , LANDSCAPE AND BUFFERING, FENCING AND WALLS, PROVIDING FOR CHANGES IN THE TRADITIONAL DEVELOPMENT DISTRICT ("TDD"); PROVIDING FOR AMENDMENTS TO THE APPROVAL PROCESS, BLOCK LENGTHS AND STREET DESIGN STANDARDS; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Developer has requested review use provisions in Article 3, Chapter F, Section 1, Table 3.F.1.F., entitled Traditional Development Permitted Use Schedule, of the land development codes within the City of Westlake to make adjustments to the individual uses which will be allowed in the TDD; and

WHEREAS, the applicant requested changes to the TDD category of use types which would be allowed either as a permitted right, approval by the development review official, approved by special permit and/or approval by the City Council; and

WHEREAS, the staff has reviewed the request for change in allowable uses and agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted in Table 3.F.1.F., to be permitted by right, to be approved by the development review official, to be approved by special permit and/or to be approved by the City Council; and

WHEREAS, the applicant has requested review of the Block Dimension Requirements, in Article 3, Chapter F, Section 1, Table 3.F.2.A., of the land development codes within the City of Westlake to make adjustments to the maximum length of blocks and the width of the block pass throughs for pedestrian access; and

WHEREAS, the staff has reviewed the changes as requested by the applicant within Article 3, Chapter F, Section 1, Table 3.F.2.A, for changes to the maximum length of blocks and the width of block pass throughs for pedestrian access; and

WHEREAS, the applicant has requested review of the street design standards for public streets as found in Table 3.F.2.A., TDD Street Design Standards, for the street type, widths, parking, bicycle lanes, sidewalk pathway, tree lawn and private utility easements; and

WHEREAS, the staff has reviewed the changes as requested by the applicant within Table 3.F.2.A, TDD Design Standards, for the street type, widths, parking, bicycle lanes, sidewalk pathway, tree lawn and private utility easements; and

WHEREAS, the Developer’s requested changes to the City of Westlake’s interim land development code are shown in underline for the additions to the code and strike through for the deletions to the code, as set forth in the attached Exhibit “A”; and

WHEREAS, the City of Westlake’s Planning and Zoning Board, sitting as the Local Planning Agency(LPA), had the opportunity to review the requested changes at a public hearing, and to make a recommendation to the City Council for the City of Westlake; and

WHEREAS, the staff for the City of Westlake has reviewed the request of the applicant for changes to Article 3, Chapter F, Section 1, Table 3.F.1.F., entitled Traditional Development Permitted Use Schedule, and Article 3, Chapter F, Section 1, Table 3.F.2.A., Block Dimension Requirements, and Table 3.F.2.A., TDD Street Design Standards, Table 3.F.2.A. Sidewalk/Pathway Design Standards, Street Lighting, Bicycle Parking and Landscape and Buffering as modified herein; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the City Council for the City of Westlake has found and determined that the adoption of the land development text amendment to Article 1, Section 2, Table 3.F.1.F., entitled Traditional Development Permitted Use Schedule, and Article 3, Chapter F, Section 1, Table 3.F.2.A., Block Dimension Requirements, and Table 3.F.2.A., TDD Street Design Standards, Table 3.F.2.A. Sidewalk/Pathway Design Standards, Street Lighting, Bicycle Parking and Landscape and Buffering will preserve the public health, safety and welfare, enhance the value and character of the community and implement the interim adopted comprehensive plan.

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

- Section 1.** Incorporation: The above recitals are true and correct and are incorporated herein by this reference.

- Section 2.** Amendment: The City of Westlake hereby amends the interim Land Development Code, Article 3, Chapter F, Section 1, Table 3.F.1.F., entitled Traditional Development Permitted Use Schedule, as shown in underline and strikethrough format, in the Exhibit “A” attached hereto and incorporated herein.

- Section 3.** Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

- Section 4.** Effective Date: This ordinance shall be effective upon adoption on second reading.

PASSED this _____ day of January, 2018, on first reading.

PASSED AND ADOPTED this _____ day of February, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra DeMarco, City Clerk

City Attorney
Pam E. Booker, Esq.

Exhibit "A"
City of Westlake Amendment to Article 3, Chapter F, Section 1, Table 3.F.1.F.

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Table 3.E.8.D - Type I Waivers (Continued)

Requirements	Waiver	Criteria of Review (1)
Tenant Size and Large Tenant		
Art. 3.E.8.C.4.e.1) The total square footage for all freestanding building and large tenants shall not exceed 40 percent of the GFA of the LCC.	Increase a maximum of 10 percent of the total GFA to be designated for freestanding buildings and large tenants.	-Increase Architectural features that exceed Art.5.C ; or -Utilize Green Architecture, if applicable; and -Increase usable open space by 10% for the site.
Art. 3.E.8.C.4.e.6) Single tenants shall not occupy more than 240 feet of frontage.	Increase to a maximum of 325 feet for sides that do not have pedestrian use areas or street frontages other than for service areas.	-Provide Architectural features that exceed Art.5.C ; -Utilize Green Architecture, if applicable.
Vertical Integration		
Art. 3.E.8.C.4.f.1) Vertically integrated units shall be accessed from the main street through a common area, including but not limited to: an internal lobby, courtyard, gathering area or usable open space between buildings.	Vertically integrated units without access from the main street	-Proposed access complies with the entry requirements of Art. 5.C.1.H.1.d, Entries, provided it is adjacent to usable open space.
Usable Open Space		
Table 3.E.8.C. Dimensions for Usable Open Space	Reduce a maximum of 25 percent of the minimum dimensions.	-Proposed design features of the reduced usable open space elements shall exceed minimum code requirements; and, -Demonstrate the overall usable open spaces are evenly distributed to meet the purpose and intent of this requirement.
Parking Lot		
Art. 3.E.8.C.9.a A maximum of 200 parking spaces shall be permitted in each parking lot.	Increase a maximum of 20 percent.	-Only allowed if framed by buildings on all four sides and designed to give the appearance of small parking lots.
[Ord. 2010-005] [Ord. 2012-027]		
Notes:		
1. The applicant can submit additional justification or documentation to support waiver request.		

CHAPTER F TRADITIONAL DEVELOPMENT DISTRICTS (TDDs)

Section 1 General Provisions for TDDs

A. Purpose and Intent

The purpose and intent of the TDD's is to implement the Traditional Town Development (TTD), the Traditional Marketplace Development (TMD), and the Traditional Neighborhood Development (TND) provisions of the Plan and to:

1. Encourage mixed-use, compact development that is pedestrian in scale and sensitive to environmental characteristics of the land, and facilitates the efficient use of services within PBC;
2. Have residences, shopping, employment, and recreational uses located within close proximity with each other and efficiently organized to provide for the daily needs of the residents;
3. Provide for a range of housing types within pedestrian-oriented, human-scale neighborhoods;
4. Provide efficient circulation systems for pedestrians, non-motorized vehicles, and motorists that serve to functionally and physically integrate the various land use activities; and
5. Allow for a cohesive neighborhood identity and focus.

B. Applicability and Definitions

1. Applicability

The requirements of this Chapter shall apply to all TDDs, whether new or amended, within ~~unincorporated PBC~~ the City of Westlake, in accordance with Art. 1, General Provisions and Art. 1.E, Prior Approvals. To the extent this Section conflicts with other Sections of this Code, the provisions of this Section shall apply.

2. Definitions

See [Art. 1.I, Definitions and Acronyms.](#)

C. Review and Approval Process

All development within TDDs are subject to the review and approval procedures that apply to planned developments; see [Article 3.E, PLANNED DEVELOPMENT DISTRICTS \(PDDS\).](#)

1. Traditional Town Development (TTD) Required Plan Options

The ~~BCC~~ City Council may approve a Preliminary Master Plan for a TTD, including TMD, MUPD, TND and PUD Pods, and Requested Uses, without concurrent submittal of Preliminary Site Plans or Subdivision Plans. The City Council ~~BCC~~ shall approve a Preliminary Site Plan for a TMD, MUPD and any Requested Uses prior to Final Site Plan approval. Preliminary Site Plan or Subdivision Plan approval shall not be required for a TND or PUD Pod, unless the applicant is requested Waivers or other standard requiring City Council ~~BCC~~ approval. ~~{Ord. 2014-031}~~

D. Types of TDDs

TDDs include the following:

1. Traditional Neighborhood Development (TND)

TNDs are primarily residential areas with neighborhood-scale commercial, civic, and open-space uses.

2. Traditional Marketplace Development (TMD)

TMDs are mixed-use commercial, residential, and office areas that function as town activity centers serving residents in the vicinity.

3. Traditional Town Development (TTD)

TTDs are intended for the coordinated development of larger sites that include a combination of traditional development districts. Standards focus on connections between these districts.

E. FLUA Consistency, FAR and Density

1. Land Use Categories

Any application for a rezoning to a TDD shall be in accordance with [Art. 3.A.3, Zoning District Consistency with Future Land Use Atlas \(FLUA\).](#) ~~{Ord. 2005-002}~~ ~~{Ord. 2011-016}~~

2. TDDs Split by Land Use

a. TMD Exception

A TMD with more than one underlying non-residential FLU designation may utilize either land use, or combination, to satisfy the minimum required land use mix for a TMD. ~~{Ord. 2005-002}~~

3. TND Density Bonus

A TND in the U/S Tier only, may qualify for a density bonus of up to two additional units per acre above the maximum density allowed for a planned development, provided that the TND is consistent with the standards and requirements of this Article. ~~{Ord. 2005-002}~~

F. Use Regulations

Uses permitted in a TDD shall be according to the Zoning District, or Pod designation on the Master Plan, or the land use designation of the TDD, whichever is applicable. Uses may be further limited by the development order, concurrency reservation, or other applicable requirement. ~~{Ord. 2005-002}~~ ~~{Ord. 2014-031}~~

1. Use Designations

Uses permitted in a TDD are classified as: permitted, special, DRO, or requested, as indicated in Table 3.F.1.F, TDD Use Matrix. ~~{Ord. 2005-002}~~

a. Permitted Uses (P)

These uses are allowed by right and are identified by a P in the matrix. ~~{Ord. 2005-002}~~

b. Special Uses (S)

These uses require approval of a special permit and are identified by a S in the matrix. ~~{Ord. 2005-002}~~

c. DRO Uses (D)

These uses require approval by the Development Review Officer (DRO) and are identified by a D in the matrix. ~~{Ord. 2005-002}~~

d. Requested Uses (R)

These uses require approval by the City Council ~~BCC~~ in accordance with the standards and procedures in [Art. 2.B, Public Hearing Procedures.](#) and are identified by an R in the matrix. Requested uses shall be shown on the master plan or site plan approved by the City Council ~~BCC~~. The location, or alternative locations for each requested use must be approved by the City Council ~~BCC~~, and the requested use must be located in only one of the locations approved by the BCC City Council. ~~{Ord. 2005-002}~~ ~~{Ord. 2005-041}~~

1) Supplementary Use Standards

A number in the 'Note' column of Table 3.F.1.F, Traditional Development Permitted Use Schedule, refers to supplementary land use standards in [Art. 4.B, Supplementary Use Standards](#), which are applicable to the use. **[Ord. 2005-002]**

Table 3.F.1.F - Traditional Development Permitted Use Schedule

District Tier Land Use Pod	TND					TMD				N O T E S
	Urban/Suburban (U/S)		Exurban/Rural			U/S	Ex/ Rural	AGR		
	Res	Neighborhood Center (NC)	Open Space/ Rec	Res	NC			Open Space/ Rec	Dev.	
Residential Uses										
Single family	P			P						122
Zero lot line	P			R						142
Town house	P			R		P	P	P		132
Multi-family	P	P		P	P	P	P	P		87
Accessory dwelling	P			P						1
Congregate living facility, Type 1	P			P		P	P	P		34
Congregate living facility, Type 2	P	DR		R		P	R	R		34
Congregate living facility, Type 3	R	R		R	R	R				34
Farm residence										50
Farm workers quarters									P	51
Home occupation	P	P		P	P	P	P	P		70
Kennel, Type I (Private)	P			P						73
Security or caretaker quarters		S			S	S	S	S		119
Agricultural Uses										
Agriculture, bona fide								P	P	3
Agriculture sales and service								P		6
Community vegetable garden		P	P			P			P	32
Grooms Quarters									S	65
Nursery, retail		P			P	P	P	P		88
Nursery, wholesale					P				S	89
Produce stand		P			P	S	S	S	S	101
Stable, commercial									D	125
Stable, private	P			P					P	126
Public and Civic Uses										
Assembly, nonprofit institutional		R			R	R	R	R		14
Assembly, nonprofit membership		R			R	R	R	R		15
Place of worship		RD			R	R	R	R		29
Day care center, general		R			R	R	R	R		40
Day care center, limited		DR			D	D	D	D		40
Government services		P			P	P	P	P	P	63
Homeless Resource Center										70-1
Hospital or medical center						R	R			71
Kennel, Type IV (Animal Shelter)						R	R	R		74-3
School, elementary or secondary		R			R	R	R	R	R	118
Recreation Uses										
Amusements, temporary special event		S			S	S	S	S		12
Entertainment, indoor		R			R	R	R	R		45
Entertainment, outdoor		R			R	R	R	R		46
Fitness center		P			P	P	P	P		56
Recreation Facility, Neighborhood		P								
Park, passive		P	P		P	P	P	P	P	93
Park, public		P	P		P	P	P	P	P	94
<p>[Ord. 2005-002] [Ord. 2005-041] [Ord. 2006-004] [Ord. 2006-013] [Ord. 2008-037] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2012-007] [Ord. 2012-027]</p> <p>Notes:</p> <p>P Permitted by right.</p> <p>D Permitted subject to approval by the DRO.</p> <p>S Permitted in the district only if approved by Special Permit.</p> <p>R Permitted in the district only if approved by the Westlake City Council as a Requested Use.</p>										

Table 3.F.1.F - Traditional Development Permitted Use Schedule (Continued)

District Tier Land Use Pod	TND						TMD			N O T E	
	Urban/Suburban (U/S)			Exurban/Rural			U/S	Ex/ Rural	AGR		
	Res	Neighborhood Center (NC)	Open Space/ Rec	Res	N/C	Open Space/ Rec			Dev		Preserve
Commercial Uses											
Auction enclosed							P				16
Automotive service station							R	R	R		18
Bed and breakfast	S			S			S	S	S		20
Convenience store		P			P		P	D	D		36
Convenience store with gas sales							R	R	R		37
Dog Daycare		R			R		R	R	R		43
Financial institution		R			R		R	R	R		55
Flea market, enclosed							R	R	R		57
Green market		P			P		P	P	P		64
Hotel							R				72
Kennel, Type III (Commercial Enclosed)							R	R	R		74-2
Kiosk		P			P		P	P	P		75
Laundry services		P			P		P	P	P		78
Live/Work		DR			D		DR	D	D		141-2
Lounge, cocktail		R					R	R			79
Medical or dental office or clinic		P			P		P	P	P		83
Medical or dental laboratory							P	P	P		84
Office, business or professional		P			P		P	P	P		91
Personal services		P			P		P	P	P		98
Printing and copying services		P					P	P	P		100
Repair services, limited		P			P		P	P	P		108
Restaurant, Type I		R					R	R	R		109
Restaurant, Type II		R			R		DR	D	D		110
Retail sales, general		P			P		P	P	P		114
Retail sales, mobile or temporary		S			S		S	S	S		115
Theater, indoor							P	P	P		129
Veterinary clinic		P			P		P	P	P		136
Work/live space		P			R		P	R	P		141-1
Utilities and Excavation											
Communication panel, antennas, commercial	S						DR	D	D		31
Communication tower, commercial							DR	D	D		31
Communication cell sites on wheels (COW)							S				31
Recycling Drop-Off Bin		DR			D		DR	D	D		104
Renewable Energy Facility, Solar											106-1
Renewable Energy Facility, Wind											106-2
Utility, minor	P	P	P	P	P	P	P	P	P		134
Type II Excavation	R	R	R	R	R	R	R	R	R		49
<p>[Ord. 2005-002] [Ord. 2005-041] [Ord. 2006-036] [Ord. 2007-001] [Ord. 2008-037] [Ord. 2009-040] [Ord. 2010-005] [Ord. 2010-022] [Ord. 2011-016] [Ord. 2012-027] [Ord. 2013-001] [Ord. 2014-031] [Ord. 2016-016]</p> <p>Notes: P Permitted by right. D Permitted subject to approval by the DRO. S Permitted in the district only if approved by Special Permit. R Permitted in the district only if approved by the Westlake City Council as a Requested Use.</p>											

G. Design Objectives

TDDs shall comply with the following design guidelines:

1. Neighborhoods

a. A mix of residential uses shall be required in a TND, to provide a variety of housing opportunities.

TND residential uses include: [Ord. 2005 – 002]

- 1) Single family dwellings;
- 2) Zero lot line (ZLL) dwellings;

- 3) Townhouses;
- 4) Multifamily dwellings;
- 5) Accessory dwellings; or
- 6) Congregate living facilities.

Figure 3.F.1.G - TDD Mixed Housing Types



Residential neighborhoods include a mixture of housing types from multi family buildings integrated with commercial and office uses, to single family detached houses.

- b. Centrally-located community focal points for the formal and informal interaction of neighborhood residents, such as a neighborhood square, community meeting hall, or neighborhood commercial center. These uses are within walking distance (within 1,320 feet) of all neighborhood residents. **[Ord. 2005 – 002]**
- c. A variety of open spaces and recreation areas to allow for both passive and active recreation. Small neighborhood parks and playgrounds should be located throughout the neighborhood, so all residents are closely located (within 1,320 feet) to a neighborhood park. Large outdoor recreation areas should be located at the periphery of neighborhoods rather than in central locations. **[Ord. 2005 – 002]**

Figure 3.F.1.G - TDD Focal Points



- d. An interconnected network of streets, bike lanes, and sidewalks throughout the neighborhood, providing multiple routes for vehicle, bicycle, and pedestrian travel, diffusing traffic and shortening walking distances. Streets are designed for slower speeds to encourage pedestrian safety. Alleys, where proposed, shall provide vehicular access to garages and open spaces in the rear of buildings. **[Ord. 2005 – 002]**

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Figure 3.F.1.G - TDD Interconnected Street Grid

- e. A safe and attractive pedestrian environment enhanced by the design of buildings which provide windows and entrances to reduce the amount of blank walls. Sidewalks include pedestrian amenities such as shade trees and street furniture.

2. Commercial Districts

- a. Public spaces, such as plazas and squares, integrated within commercial development providing places for people to gather or rest. Walkways provide pedestrian connections throughout the development. Lighting and landscaping accent public spaces and provide for security and shading.
- b. Parking is provided on-street, behind buildings, and in shared parking lots. Parking lots in front of buildings create barriers between pedestrians and storefronts and shall be discouraged. **[Ord. 2005-002]**
- c. Buildings are human-scaled in design with a range of architectural features, which create an attractive and varied streetscape. Building frontages shall be set near the sidewalk and building sizes are generally consistent, providing a sense of enclosure for the street, except where separations are permitted. Architectural detailing and applied decoration enliven facades and add texture. Building entrances and windows shall be located along street frontages to break up blank walls and enhance the pedestrian environment. **[Ord. 2005 – 002]**

H. Phasing and Platting

1. Phasing

TDDs shall be subject to the phasing, time limitations and review requirements of [Art. 2.E, Monitoring](#). **[Ord. 2005 – 002]**

2. Platting

All land in a TDD shall be platted in accordance with [Art. 11, Subdivision, Platting and Required Improvements](#). All land within the TDD, including private civic tracts and open space areas (including but not limited to recreation and water retention) shall be platted prior to Technical Compliance for the last residential or commercial tract. **[Ord. 2005 – 002]**

I. Development Phasing

Phasing of TDD developments in the U/S Tier shall be limited to a maximum of four phases of up to three years each. The first phase of the project shall include a minimum of 25 percent of the total project, unless otherwise approved by the [City Council](#). **[Ord. 2005-041]**

Section 2 General Standards

A. Applicability

The following standards shall apply to all TDDs:

1. Streets, Sidewalks, and Alleys

The circulation system within a traditional development shall allow for different modes of travel within the TDD and between adjacent uses, based upon a hierarchy of transportation methods. The street and sidewalk network shall be designed around a series of blocks which provide visual and functional links within and between residential, commercial, office, civic, and open space areas, and shall be connected to existing and proposed external development.

a. TDD Definition for Street

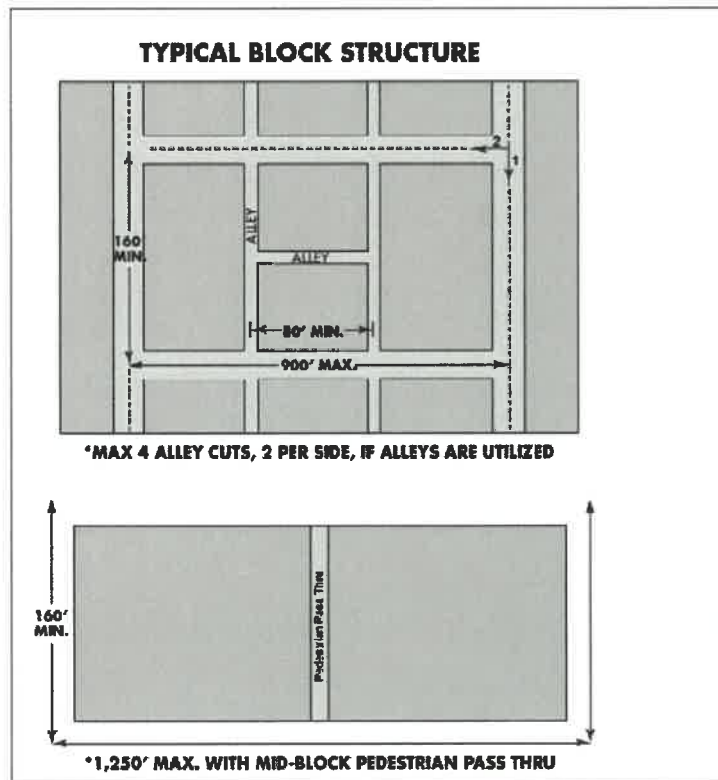
For the purposes of this Section, the term streets shall include private access ways. **[Ord. 2005 – 002]**

b. Block Structure

To ensure compact, contiguous development and to facilitate connectivity and pedestrian accessibility, the layout of streets and alleys shall conform to the following standards.

Table 3.F.2.A - Block Dimension Requirements

	Maximum Length of Block		
No Pedestrian Pass Through	660-900 ft.		
With Pedestrian Pass Through	750-1,250 ft. (1)		
	Maximum Block Perimeter (2)		
	Minimum	Average	Maximum
Traditional Marketplace Development (TMD)	500 ft.	1,200 — 1,500 — 1,800 ft.	2,500 ft.
Traditional Neighborhood Development (TND)		1,500 — 1,800 — 2,200 ft.	
[Ord. 2014-031]			
Notes:			
1. The maximum block face within a TND district or Pod may be increased to up to 1,000 ft. subject to the following: <ul style="list-style-type: none"> - Pedestrian pass through shall be a minimum of <u>60-20</u> feet in width, and comply with the TND requirements for Neighborhood Parks; - Pedestrian pass through shall interconnect with other pedestrian pass through or streets to provide enhanced interconnectivity between the outer edges of each TND and a required Neighborhood Center; and, 			
2. Parcels located along the perimeter of a TDD may be exempt from the block perimeter requirements where a TMD or TND district or Pod abuts open space, roads external to the development or Pod, or where DEPW City Engineer requirements preclude vehicular access points necessary to complete the block structure.			
3. <u>Blocks exceeding 660 feet in length shall provide pedestrian seating areas, decorative lighting, landscape focal features, lake viewing areas, trellises, or other similar elements within pedestrian pass-throughs or other designated open space areas along the block.</u>			



[Ord. 2005-002]

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- 1) **Maximum Number of Alley Curb Cuts**
Four per block and two per side.
- 2) **Minimum Spacing Between Alley Curb Cuts**
80 feet.

c. Streets

1) Street Design

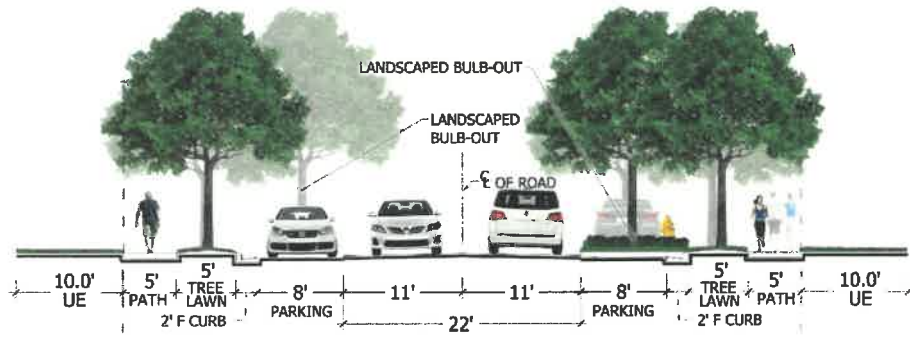
Public streets shall conform to the standards in Table 3.F.2.A, TDD Street Design Standards by Tier. Public and Private streets located within PUD and MUPD shall have the option of utilizing the standards with Table 3.F.2.A or Table 11.E.2.A-2 Private streets within PUDs and MUPDs shall provide a minimum five-foot wide sidewalk along both sides of the street. The cross-sections related to Table 3.F.2.A are for graphical and demonstrative purposes only.

Type of Street	Street R-O-W Width	Travel Lanes		Curb & Gutter	Parking Lane (2)	Bicycle Lane	Utility Corridor	Sidewalk Pathway (8)	Private Utility Easement (3)	Tree Lawn (7)
		Number	Width							
All-Tier										
Commercial Street (TMD)	42 ft. - 72 ft. 44 ft.	2	11 ft.	2 ft.	8 ft. (one both)	No	27 ft.	15-10 ft. (4)	No	5'
Local Commercial Street	50	2	11 ft.	2 ft.	8 ft. (optional)	No	-	5'	5'	5'
U/S Tier										
Collector: without or street	64-60 ft.	2	11 ft.	2 ft.	No Optional	5 ft. (both sides)	24 ft.	6-5 ft.	10 ft.	5'
Collector: with on-street parking	74-70 ft.	2	11 ft.	2 ft.	8 ft. (both sides)	5 ft. (both sides)	27 ft.	6-5 ft.	10 ft.	5'
Local Residential Street	62-66/44 ft.	2	10 ft.	2 ft.	8 ft. (optional)	No	25 ft.	5 ft. (multi-purpose pathway)	10 ft.	5'
Exurban/Rural/Agricultural Reserve Tier										
Plan Roadway Collector	104 ft.	2	11 ft.	4 ft. shoulder. No-Curb & Gutter	No	No	27 ft.	8 ft. (multi-purpose pathway)	10 ft.	
Non-Plan Roadway Collector	100 ft.	2	11 ft.	2 ft. shoulder. No-Curb & Gutter	No	No	27 ft.	8 ft. (multi-purpose pathway)	10 ft.	

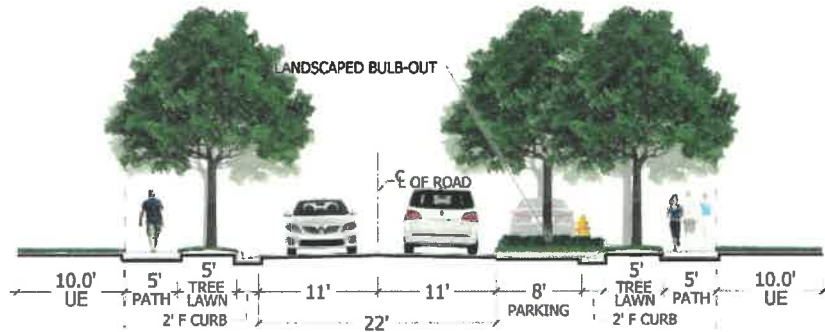
[Ord. 2006-002] [Ord. 2008-003] [Ord. 2014-031]

Notes:

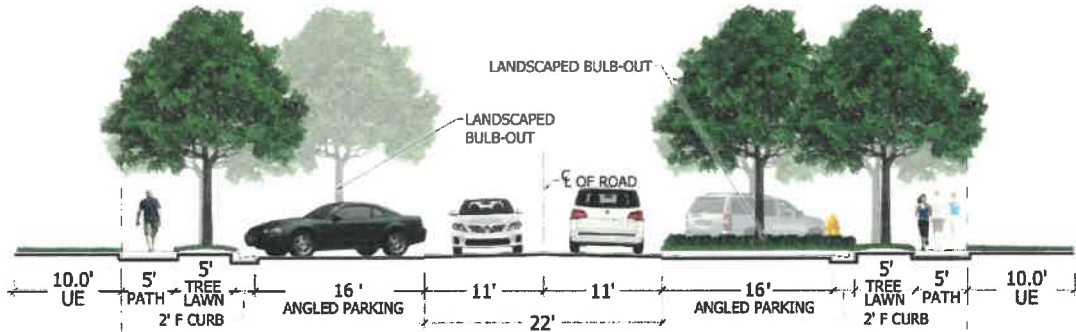
1. Unless otherwise stated herein, exceptions to dimensions shall only be permitted to accommodate turn lanes at the perimeter of a TMD, TND or TTD for turn lanes required by the PBC-City's Engineering Department, or for roundabouts or other traffic calming measures typically associated with a TDD. This exception shall not be permitted for divider medians. [Ord. 2008-003]
2. Parking lane dimensions include the curb and gutter dimensions. [Ord. 2008-003]
3. Easements may be ~~collocated with alleys located inside of outside of~~ outside of the right-of-way. [Ord. 2008-003]
4. ~~Includes a minimum ten-foot wide pedestrian sidewalk that may be reduced for arcades, and a minimum five-foot wide strip for street trees and street lights. This dimension may be increased by up to ten feet in width (for a total of 20 feet) to accommodate outdoor dining areas, or larger street tree and street light areas. [Ord. 2008-003]~~
The requirement for a sidewalk on one side of the street may be waived in specific cases where pedestrian access is not required based on building locations and other utilitarian purposes, subject to review and approval by the City Engineer.
4. Collector roads interior to a TND or TMD pod shall not be required to provide a designated bike lane when an 8' minimum sidewalk width is provided.
6. The typical cross-sections shall be included within the Design Standards for each pod and submitted to the City as part of the development review process.
7. Tree lawns may be incorporated into hardscape features such as sidewalk or outdoor seating areas with the use of tree grates or other similar amenities. The area of the tree lawn shall be in addition to the minimum sidewalk width.
8. Sidewalks shall provide a minimum of 5' clearance.



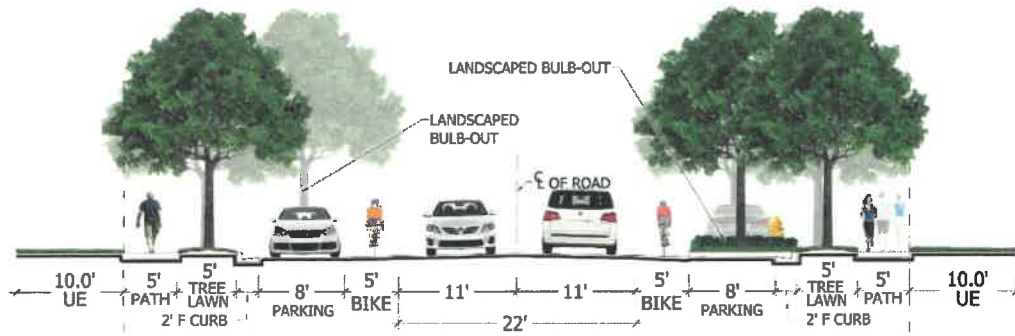
COMMERCIAL STREET WITH PARALLEL ON-STREET PARKING ON BOTH SIDES



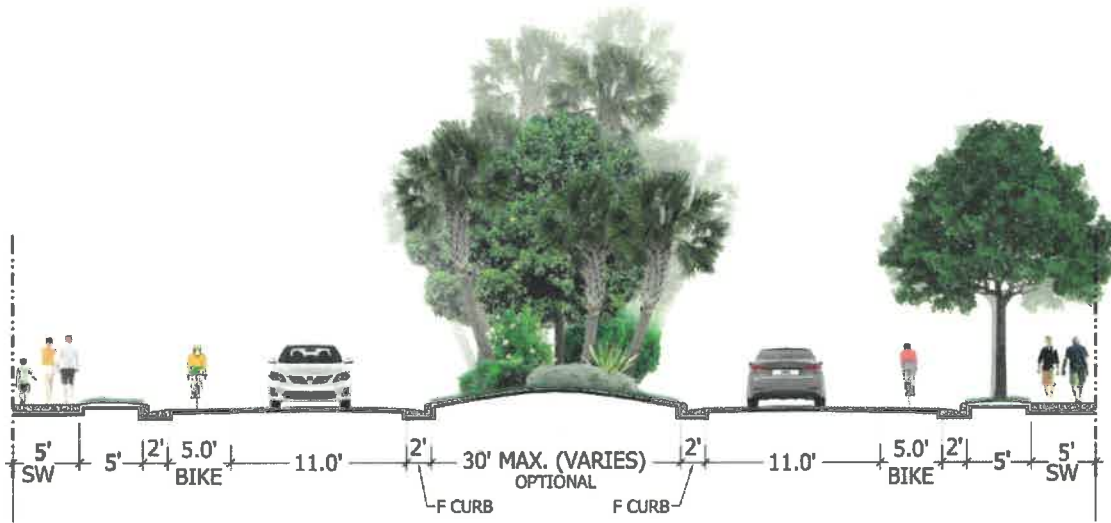
COMMERCIAL STREET WITH PARALLEL ON-STREET PARKING ON ONE SIDE



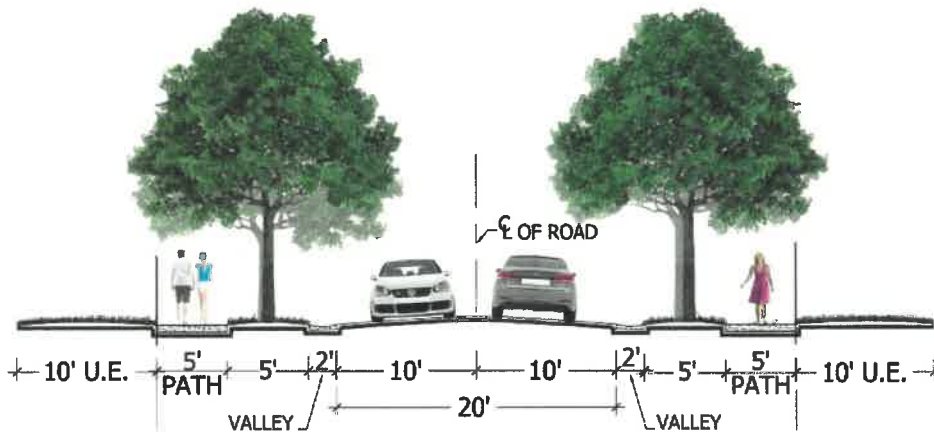
COMMERCIAL STREET WITH ANGLED ON-STREET PARKING ON BOTH SIDES



COLLECTOR STREET WITH ON-STREET PARKING



COLLECTOR STREET WITHOUT ON-STREET PARKING, DIVIDED



LOCAL RESIDENTIAL STREET

Figure 3.F.2.A - TDD Exurban/Rural/AGR (Non-Plan Roadway - Collector)

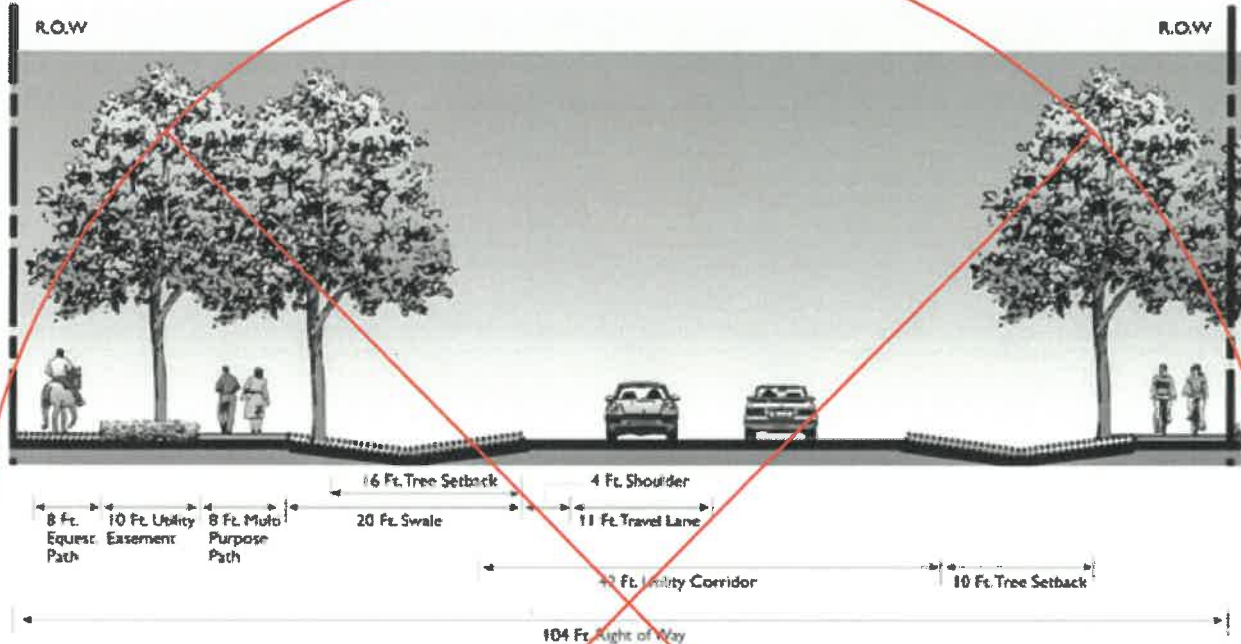
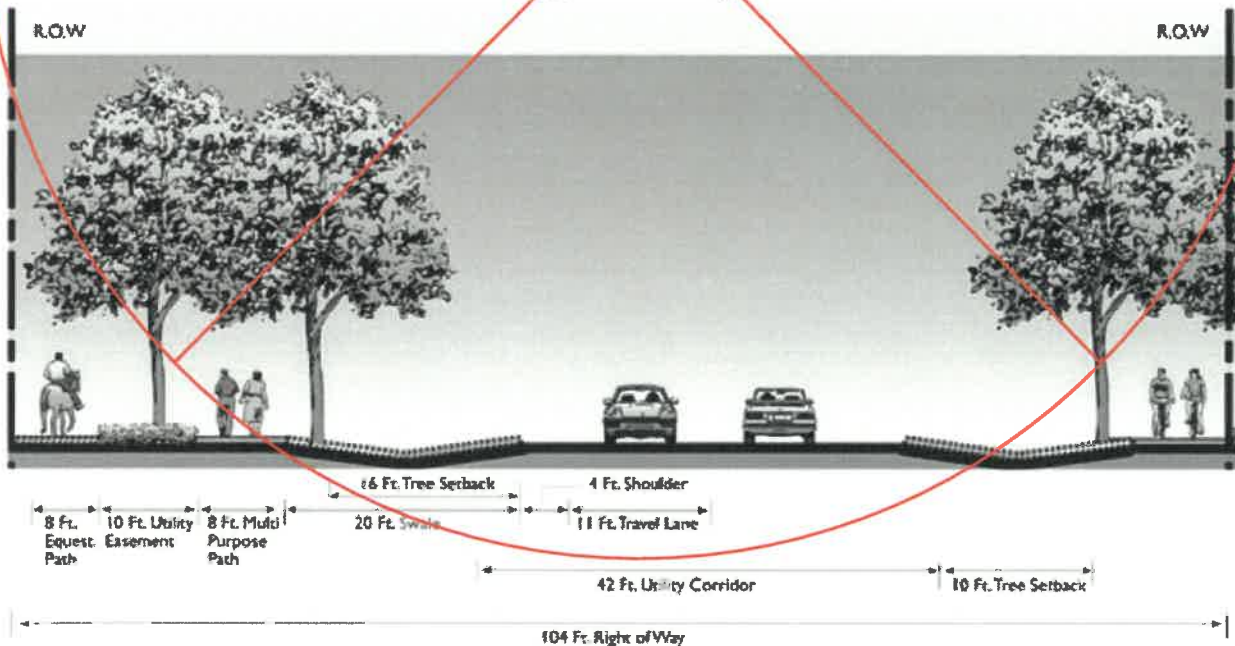


Figure 3.F.2.A - TDD Exurban/Rural/AGR (Plan Roadway - Collector)



2)

Connectivity

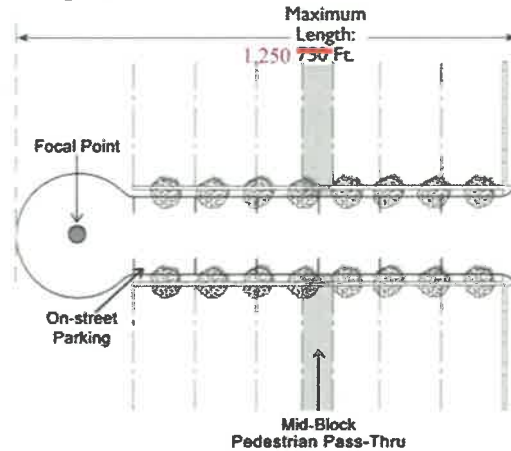
All streets and alleys shall connect to other streets and alleys to form a continuous vehicular and pedestrian network within the district. Streets shall connect to streets in adjacent development or vacant parcels, ~~except for AGR-TMDS~~. The use of gates or other preventative barriers shall not be permitted on collector streets. **[Ord. 2005-041]**

a) Dead-End Streets

No more than 20 percent of all TND streets may be dead-end streets, such as cul-de-sacs and T-turnarounds. The maximum length for dead-end streets shall be ~~660-900~~ feet and up to ~~750-1,250~~ feet, with a mid-block pedestrian pass-thru. The maximum length for dead-end streets shall be: **[Ord. 2005-002]**

- (1) **Single Family Residential**
660-900 feet. Up to 750-1,250 feet with a mid-block pedestrian pass-thru.
- (2) **All Others**
500-900 feet.

Figure 3.F.2.A - TDD Dead-End Streets



d. Sidewalks and Pathways

Sidewalks and/or pedestrian pathways shall connect to one another to form a continuous pedestrian network within the TDD and between all adjacent uses to a TDD. Unless otherwise indicated, sidewalks shall be provided along both sides of the street and shall conform to the standards in Table 3.F.2.A, Sidewalk, Pathway Design Standards.

1) Master Pedestrian Circulation Plan

A Master Pedestrian Circulation Plan, prepared in accordance with the requirements of [Article 11.E.2, Access and Circulation Systems](#) shall be submitted with the Regulating Plan.

2) Accessibility

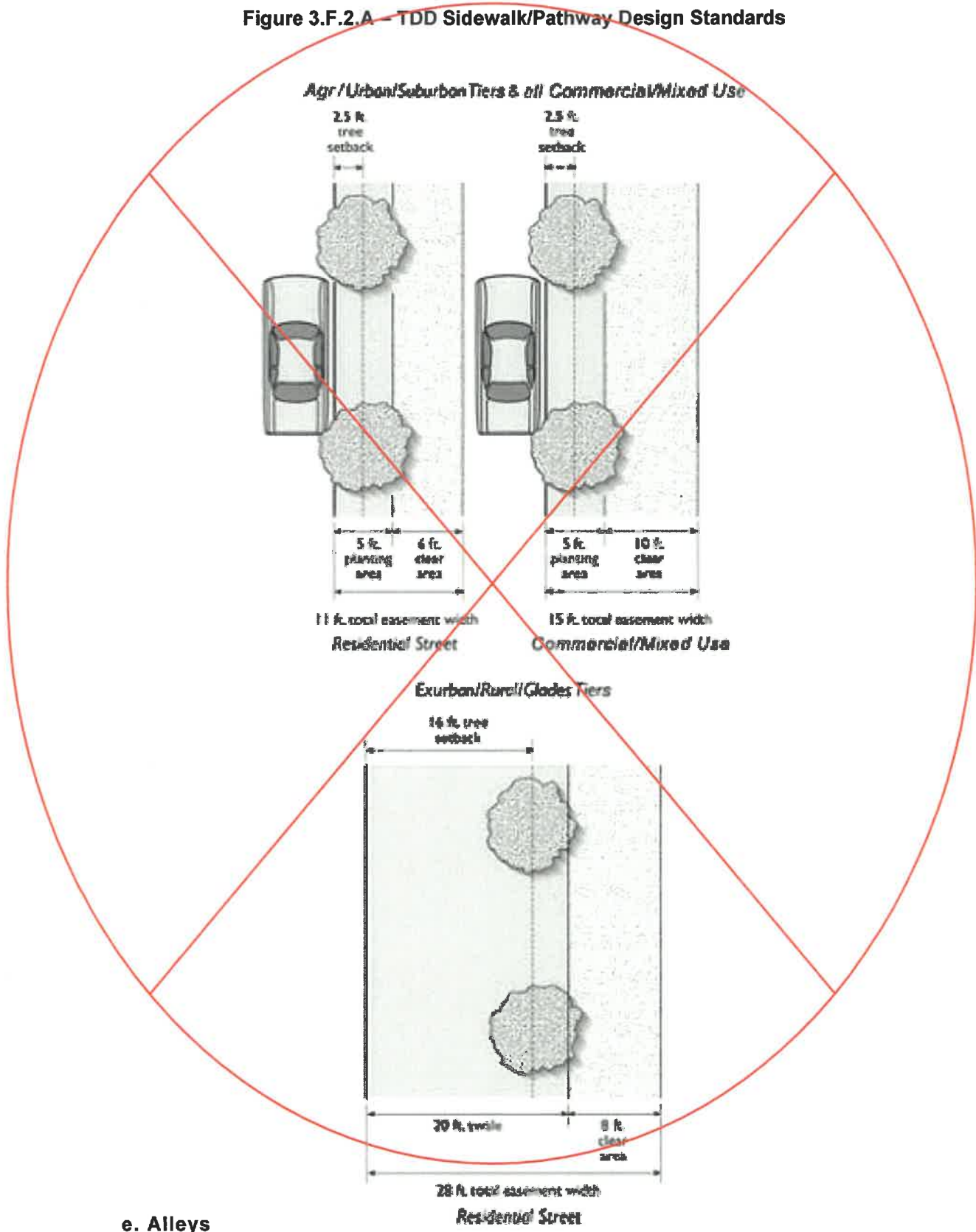
Sidewalks at street intersections and pedestrian crossings shall be grade accessible, with the use of curbcuts and/or ramps.

Table 3.F.2.A - Sidewalk/Pathway Design Standards (1)

	Minimum Clear Area for Pedestrian Travel	Minimum Planting / Hardscape Area (including lighting fixtures and furniture) or Swale	Minimum Required Tree Setback from Curb or Edge of Roadway	Minimum Total Easement Width
AGR and Urban/Suburban-Tiers				
TND & PUD Residential Street	6-5 ft.	5 ft.	2.5 ft.	44 ft.
Commercial Mixed-Use	10 ft.	5 ft.	2.5 ft.	45 ft.
Exurban/Rural-Tiers				
Residential Street	8 ft.	20 ft.	16 ft.	28 ft.
Commercial Mixed-Use	10 ft.	5 ft.	2.5 ft.	15 ft.
Note: 1. The sidewalk/pathway design cross-sections shall be included within the Design Standards for each pod and submitted to the City as part of the development review process.				

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Figure 3.F.2.A – TDD Sidewalk/Pathway Design Standards



e. Alleys

A minimum of one alley shall be required in all blocks, except blocks of single family, ~~and ZLL,~~ and residential uses ~~and AGR TMDs.~~ Alleys, where provided, shall conform to the standards in Article 11.

SUBDIVISION, PLATTING, AND REQUIRED IMPROVEMENTS, and the following: ~~{Ord. 2005041}~~

1) Alleys shall conform to the design standards in Table 3.F.2.A, TDD Alley Design Standards. Alleys providing access to residential buildings shall be built to residential alley standards. Alleys providing access to commercial or office buildings shall be built to commercial alley standards. Where an alley provides access to a block with both residential and commercial uses, the alley shall be built to the commercial alley standards.

Table 3.F.2.A - TDD Alley Design Standards

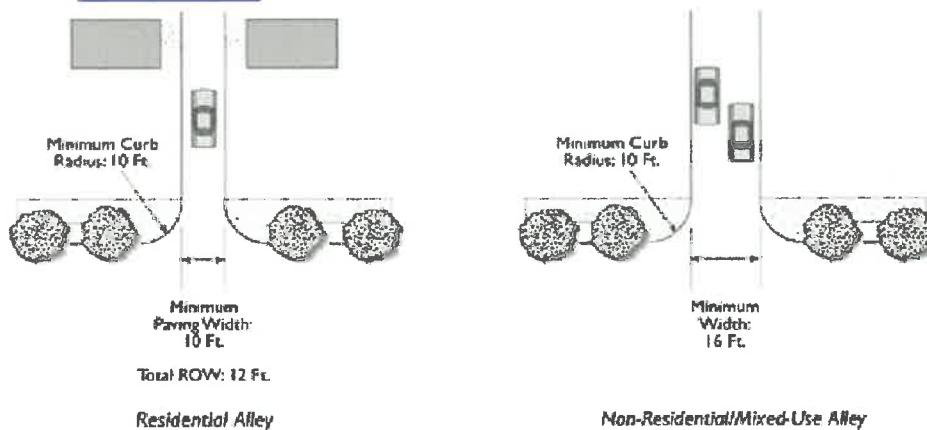
Alley Type	Minimum R-O-W	Minimum Paving Width	Min. Curb Radius
One-way	12-20 ft.	10 ft.	10 ft.
Two-way	16-20 ft.	16 ft.	10 ft.

Figure 3.F.2.A - TDD Alley Design Standards

f. Utilities and Lighting

1) Utilities

Public utilities and lighting shall be installed in accordance with the standards of [Article 11.E.7, Utilities.](#)



2) Lighting

a) Street Lighting

Street lighting shall be provided along all streets ~~and alleys~~, subject to [Art. 5.E.4.E, Outdoor Lighting](#), and the standards in Table 3.F.2.A, TDD Street Lighting Standards. A minimum of one light fixture shall be located at every crosswalk. Alley lighting shall be provided by wall or other lighting fixture provided by the adjacent property.

~~(1) Exurban-Rural Tiers~~

- ~~(a) Lights are optional for residential streets.~~
- ~~(b) All lights must be fully shielded utilizing full cut-off luminaires per the Illuminating Engineer Society of North America (IESNA) definition for full cutoff which allows for zero percent of lumens above 90 degrees from nadir. [Ord. 2014-031]~~

(21) AGE0

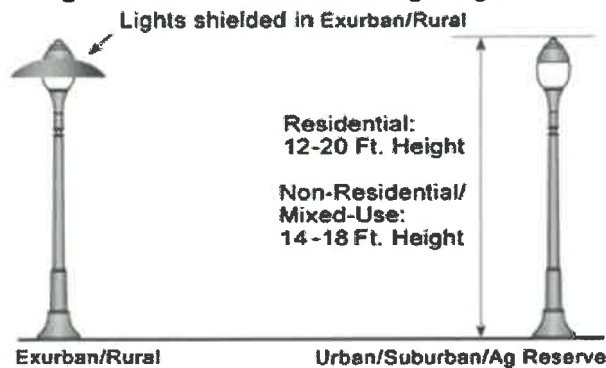
All lights must be fully shielded in accordance with the standards for the Exurban and Rural Tiers. ~~[Ord. 2014-031]~~

Table 3.F.2.A – TDD Street Lighting Standards

Fixture Height	Residential	Non-residential/Mixed-Use
Maximum	20 ft.	22 ft.
Minimum	12 ft.	14 ft.

~~[Ord. 2005-041]~~

Figure 3.F.2.A - TDD Street Lighting Standards



b) Parking Lot Lighting

All parking lot lighting shall be fully shielded. All lighting fixtures shall be a maximum of 35 feet in height.

2. Parking and Access

a. Number of Spaces

Parking shall be provided as follows. On-street spaces may be used to meet these parking requirements.

1) Residential

Parking shall be provided in accordance with [Article 6, PARKING](#).

2) Non-residential

a) Minimum Number of Parking Spaces

One parking space per 400 square feet of GFA (2.5/1000). ~~[Ord. 2005-002]~~

b) Maximum Number of Parking Spaces

(1) Exurban and Rural Tiers

One space per 250 square feet of GFA (4/1000). ~~[Ord. 2005-002]~~

(2) AGR Tier

One space per 200 square feet of GFA (5/1000). ~~[Ord. 2005-002]~~

b. Reduction in Requirement

The number of required spaces may be reduced by either of the following methods:

1) The shared parking requirements of [Article 6, PARKING](#); or

2) A parking demand study prepared by a traffic engineer licensed by the State of Florida demonstrating that the parking demand for the project will be less than the requirements of this Section.

c. Location of Parking

Off-street parking is prohibited in required front or side street setbacks. No parking space shall be located further than ~~750-900~~ feet from a building entrance. Parking shall be equitably distributed throughout the project. ~~[Ord. 2005-002]~~

d. Parking Structures

1) U/S and AGR Tiers

Structured parking is required for any spaces in excess of one space per ~~250-200~~ gross square feet of non-residential floor area.

a) Type II Waiver

The requirement for structured parking ~~in the AGR Tier~~ may be waived by the ~~BCC~~ [City of Westlake](#) upon approval of a Type II Waiver. ~~[Ord. 2005-002]~~ ~~[Ord. 2012-027]~~

2) Exurban and Rural Tiers

Structured parking is prohibited. ~~[Ord. 2005-002]~~

e. Bicycle Parking

Bicycle parking shall be encouraged within non-residential pods or non-residential areas of a residential pod. Bicycle parking areas shall be thoughtfully dispersed throughout the pod. The number of bicycle parking spaces provided shall be equal to five bicycle spaces or two percent of the total number of required vehicular parking spaces, whichever is greater. One parking area shall be provided for every five units in multi-family housing and for every 20 vehicle parking spaces serving non-residential uses. Bicycle parking spaces shall be indicated on the site plan in visible, well-illuminated areas. For each bicycle parking space required, a stationary object shall be provided to which a user can secure the bicycle. The stationary object may either be a freestanding bicycle rack or a DRO approved alternative. ~~[Ord. 2005-002]~~

3. Minimum Pervious Surface

- a. ~~U/S and AGR Tiers~~
20 percent of the gross development area. ~~[Ord. 2005-002] [Ord. 2005-041]~~
- b. ~~Exurban and Rural Tiers~~
~~30 percent of the project site. [Ord. 2005-002][Ord. 2005-041]~~

4. Landscaping and Buffering

In addition to the requirements in Art. 7, Landscaping, the following standards apply: ~~[Ord. 2005-002]~~

a. Buffer Around Districts

- 1) No buffers are required where one TDD abuts another TDD. ~~[Ord. 2005-002]~~
- 2) ~~AGR TMD Perimeter Buffer~~
 - a) ~~Incompatibility Buffer~~
A ~~Type III Incompatibility Buffer~~ shall be required between the Development Area and all abutting properties zoned AGR that support agricultural uses, or are vacant (unless deed restricted to non-agricultural or residential uses). The minimum buffer width shall be 25 feet. ~~[Ord. 2005-002]~~
 - b) ~~R-O-W Buffer~~
 - (1) ~~The R-O-W buffer width reduction permitted under Article 7.F.7, R-O-W Buffer, shall only be permitted for any property line which abuts a 100 foot wide rural parkway. In the AGR Tier, a R-O-W buffer abutting open space a minimum of 100 feet in width and designated as a rural parkway may be deleted subject to DRO approval of a regulating plan that demonstrates that the landscaping in the rural parkway exceeds required R-O-W planting and buffering requirements. Required landscaping must be located within or adjacent to the rural parkway. [Ord. 2005-041]~~
 - (2) ~~A minimum four foot high hedge, fence or wall visual screen shall be required in a R-O-W buffer adjacent to any surface parking area having more than two rows of parking. [Ord. 2005-041]~~

b. Internal Compatibility and Incompatibility Buffers

Buffers are not required within TDDs, except that a solid six-foot high wall or five-foot wide landscape planting area providing a visual screen at least six feet in height is required along an interior property line where a non-residential use abuts a residential use. The height of the wall or landscape screen shall not exceed three feet within required front setback areas. The internal buffer requirement for multi-family and townhouse units may be waived by the DRO when the units are constructed on a main street; are attached to a commercial structure; are separated from a commercial structure by streets or an alley, pedestrian walkway or plaza; or when adjacent to open space, plazas or private recreational uses associated with units requiring a buffer. Buffers within the interior of a TMD, TND, or the Natural Transect shall not be required. ~~[Ord. 2005-002] [Ord. 2005-041]~~

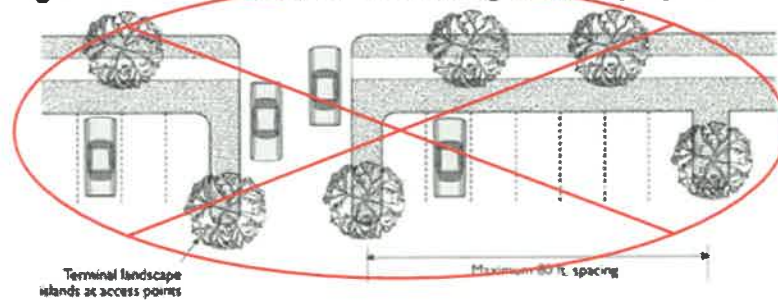
c. Off-Street Parking Areas

- 1) **Trees**
One canopy tree shall be planted for every eight parking spaces. In a neighborhood center, one canopy tree shall be planted for every six parking spaces. Trees shall not be spaced more than 80 feet apart.
- 2) **Terminal Islands**
Terminal landscape islands, subject to the requirements of Art. 7.G, Off-Street Parking Requirements. Terminal and interior landscape islands shall be provided on both sides of all vehicular access points.

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Figure 3.F.2.A - TDD Off-Street Parking Landscaping Standards



d. Street Trees

Street trees shall be provided along sidewalks, subject to the following standards:

1) Number

A minimum of one canopy tree shall be required for every 40 lineal feet of street frontage. Palm trees may be substituted for a canopy tree on a 4:3 basis ~~along a frontage with a covered walkway.~~ ~~[Ord. 2014-031].~~ Not more than 50 percent of the canopy trees may be substituted for palms.

2) Minimum Height

14 feet.

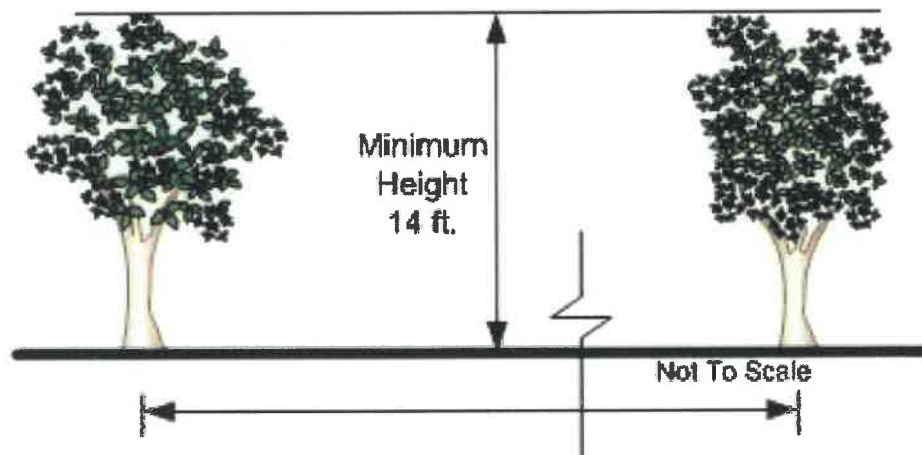
3) Minimum Diameter

2.5 inches, measured 4.5 feet above grade.

4) Spacing

Trees shall be spaced between a maximum of 40 feet on center. ~~[Ord. 2014-031]~~

Figure 3.F.2.A - TDD Street Tree Standards



5. Fencing and Walls

Fences and walls shall be subject to the standards of [Art. 5.B.1.A.2, Fences and Walls](#). Fences shall be made of wood, wrought iron, reinforced concrete with stucco, brick, vinyl-covered chain link, plastic composite or a combination of these materials. ~~Fences in the Exurban, Rural, and AGR tiers shall be made of wood or other materials consistent with the rural design standards that demonstrate a vernacular or rural character.~~

6. Signage

All signs shall be located on site in a manner that ensures consistency within the development; with site, architectural, and landscape plans; site layout; ultimate maturity of vegetation; and, final architectural elevation. When preparing a sign plan the applicant shall consider and give attention to the placement of the sign to provide clear visibility for the tenants. In addition to the regulations in [Art. 8, Signage](#), the following shall apply: ~~[Ord. 2009-040]~~

a. Building-Mounted Signs

Building-mounted signs, including wall signs, awning and canopy signs, and projecting signs shall be permitted, subject to the following additional requirements: ~~[Ord. 2009-040]~~

1) Size

~~0.75~~ One square foot of signage for every linear foot of tenant frontage shall be permitted, up to a maximum of ~~64-70~~ square feet. ~~[Ord. 2009-040]~~

2) Sign Placement

- a) Signs shall be located between the first and second story of the building. If the second story is non-residential, the signage shall comply with the minimum vertical separation requirements in Table 8.G.1.A, Wall Sign Standards. ~~[Ord. 2009-040]~~
- b) All significant decorative elements on the building shall be considered when locating wall signs to ensure they are in harmony with each other. In addition, the architecture features, elements, or building lines shall not be modified to accommodate the location of the signs. ~~[Ord. 2009-040]~~

3) Projection

Sign projection shall not exceed a maximum of 30 inches from any building face. ~~[Ord. 2009-040]~~

b. Freestanding Signs

Unless otherwise provided herein, all freestanding signs shall be prohibited.

~~**1) AGR-TMD Exceptions**~~

~~Freestanding signs shall be permitted in an AGR-TMD pursuant to the following requirements: [Ord. 2009-040]~~

~~**a) Maximum Size and Height**~~

~~Signs shall not exceed 150 square feet of sign face area, and shall be limited to 15 feet in height. [Ord. 2009-040]~~

~~**b) Maximum Number Allowed**~~

~~One freestanding sign shall be permitted per right-of-way frontage. [Ord. 2009-040]~~

~~**2) A-frame Signs**~~

~~Temporary freestanding A – frame signs shall be allowed in front of arcades and covered walkways for commercial or mixed-use buildings, provided they do not conflict with pedestrian walkways. [Ord. 2009-040]~~

c. Entrance Wall Signs

Entrance wall signs are permitted for the purpose of identification, subject to the standards in [Art. 8, Signage](#). Sign copy and graphics shall identify only the name of the development and the address.

~~**7. Recreation Clubhouse Emergency Generators**~~

~~A permanent emergency generator shall be required for all TDD clubhouses 20,000 square feet or greater, and shall meet the standards of [Art. 5.B.1.A.18, Permanent Generators](#). [Ord. 2006-004] [Ord. 2011-016]~~

Section 3 Traditional Neighborhood Development (TND)**A. Specific Purposes**

The purpose of the TND district is to:

1. Establish a specific neighborhood identity and focus with a pedestrian-oriented design consistent with the tier in which the development is located;
2. Provide a range of residential, commercial, civic, and open space land uses in close proximity to one another within the neighborhood;
3. Encourage a variety of non-vehicular modes of transportation, such as walking and, bicycling, segways, equestrian, golf carts where permitted by F.S., and water oriented uses such as kayaks, canoes or stand up paddle boards, to reduce the need for local automobile trips; ~~[Ord. 2014-031]~~
4. Offer a range of housing opportunities;
5. Preserve natural features and scenic areas; and
6. Provide a safe and efficient circulation system for pedestrians, non-motorized vehicles, and automobiles, and emphasize connectivity within and to adjacent uses.

B. Uses

Uses allowed in a TND district are listed in Table 3.F.1.F, Traditional Development Permitted Use Schedule.

C. Thresholds

A TND shall comply with [Table 3.A.3.D, TDD Corresponding Land Use](#), and the following: ~~[Ord. 2006-004]~~

Thirteenth Order of Business



City of Westlake
Planning and Zoning Department
Staff Report – 12/26/2017

PETITION DESCRIPTION

DATE: December 26, 2017

PETITION NUMBER: TEXT-ULDC-2017-03 (***Ordinance 2018-5***)

APPLICANT: Cotleur & Hearing

OWNER: Minto PBLH, LLC

REQUEST: Amend the City of Westlake interim Unified Land Development Code (ULDC) to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods.

ANALYSIS

The subject application is a request for a text amendment to the City of Westlake’s interim Unified Land Development Code (ULDC) to address regulatory and use provisions in **Articles 1, 3, and 4** as they relate to the following:

- Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods,
- Planned Unit Development (PUD) pods,
- Traditional Neighborhood Development(TND) pods, and
- Private Civic (PC) pods.

*Text amendments are provided in ~~strikethrough~~ and underline format. Proposed modifications are included on the following **six (6) ordinances and its exhibits**:*

- Ordinance 2018-1
- Ordinance 2018-2
- Ordinance 2018-3
- Ordinance 2018-4
- **Ordinance 2018-5**
- Ordinance 2018-6

*The subject staff report will address **Ordinance 2018-5.***

Ordinance 2018-5

Table 3.F.3.C., entitled Traditional Neighborhood Development District Land Use

The applicant has requested review use provisions in Article 3, Chapter F, Section 3, Table 3.F.3.C., entitled Traditional Neighborhood Development District Land Use, to remove single family, zero lot line and multi-family townhouse from the minimum and maximum requirements within the land development codes for the City of Westlake. *Proposed amendments are indicated on ~~strikethrough~~ and underline below:*

Table 3.F.3.C - TND Land Use

Land Use Mixes	Percent of Total Gross Area	
	Minimum	Maximum
Residential	-	-
<u>Single Family</u>	<u>25</u>	<u>70</u>
<u>Zero Lot Line (ZLL)</u>	-	<u>50</u>
<u>Multi-Family/Townhouse</u>	<u>20</u>	<u>50</u>
Neighborhood Centers	<u>20</u>	10
Civic (1)	2	25
Open Space/ Recreation	5	-
[Ord. 2006-004] [Ord. 2010-022]		
Notes:		
1. Civic uses may be collocated with the Neighborhood Centers.		

Staff has reviewed the request to remove single family, zero lot line and multi-family townhouse from the minimum and maximum requirements contained within Table 3.F.3.C. and agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted in Table 3.F.3.C. above.

Neighborhood Center

The applicant has requested changes in the Neighborhood Center Land Use Zones, General Standards for the location, maximum and minimum site area, maximum floor area ratio, maximum building coverage, as set forth in Article 3, Chapter F, Section 3(D) and Section 3(E), of the land development codes within the City of Westlake. *Proposed amendments are indicated on ~~strikethrough~~ and underline below:*

a. General Standards

1) Location

Each Neighborhood Center shall be centrally located in its neighborhood and shall be adjacent to a minimum of one side of a neighborhood square. A Neighborhood Center not centrally located in a neighborhood shall front onto a Collector or Arterial Road and must be located at least one half mile from the Downtown Mixed-Use Category and any other Neighborhood Centers. ~~A non-central location is permitted on an infill site, provided it is within 1320 linear feet of 100 percent of the units in the TND and also can serve the local shopping needs of an adjacent neighborhood.~~

2) Maximum and Minimum Site Area

Each individual Neighborhood Center shall be ~~a minimum 0.5 acre and a~~ maximum of ~~2.5~~ 10 acres in size.

4) Maximum Floor Area Ratio (FAR)

~~1.0~~ 0.25, FAR for residential uses counted as density shall not be calculated as square footage subject to the maximum FAR. ~~{Ord. 2012-027}~~

5) Maximum building coverage

~~50-35~~ percent.

3) Multi-family and Live/Work

Multi-family residential and live/work units shall only be permitted subject to approval by the DRO. Horizontal and vertical integration of residential and non-residential uses shall be encouraged. ~~the following: {Ord. 2012-027}~~

~~a) Permitted residential uses are located above non-residential uses; and, {Ord. 2012-027}~~

~~b) The FAR of residential uses shall not exceed 30 percent of the combined FAR of non-residential and residential uses. The calculation of residential FAR in determining compliance herein does not alter that residential uses are calculated as density, unless otherwise stated within the ULDC. {Ord. 2012-027}~~

c. Maximum Building Height

~~45 feet – U/S Tier, 25 feet – Rural/Exurban Tiers.~~

d. Building Orientation

Buildings shall front a street, open space, or pedestrian pass-through. All principal buildings shall have their entrance facing the street or an intersection.

e. Build-to Lines

A minimum of 50 percent of a commercial building shall have a zero setback. The remaining 50 percent may be set back a maximum of ten feet. Exceptions to the minimum setback shall be permitted to allow for utility conflicts, where necessary.

f. Covered Walkways

A minimum of 50 percent of first floor building frontages of retail and commercial uses shall be constructed as storefronts and include features such as, but not limited to, ~~be adjacent to a covered sidewalk, with features such as~~ awnings, colonnades, trellises, or arcades. Colonnades and arcades shall be a minimum of ten feet in width, including any support column intrusions. All covered walkways shall have a minimum interior height clearance of 12 feet from ground to ceiling.

The PC pods are required to adhere to the Neighborhood Center provisions within the framework of the TND. The ULDC provisions for the Neighborhood Center are designed to accommodate small centers located within the TND pods. However, the Conceptual Plan and Final Master Plan for the City of Westlake reflect the co-location of these civic uses into pods outside of the TND pods, which the current ULDC did not anticipate.

Neighborhood Parks

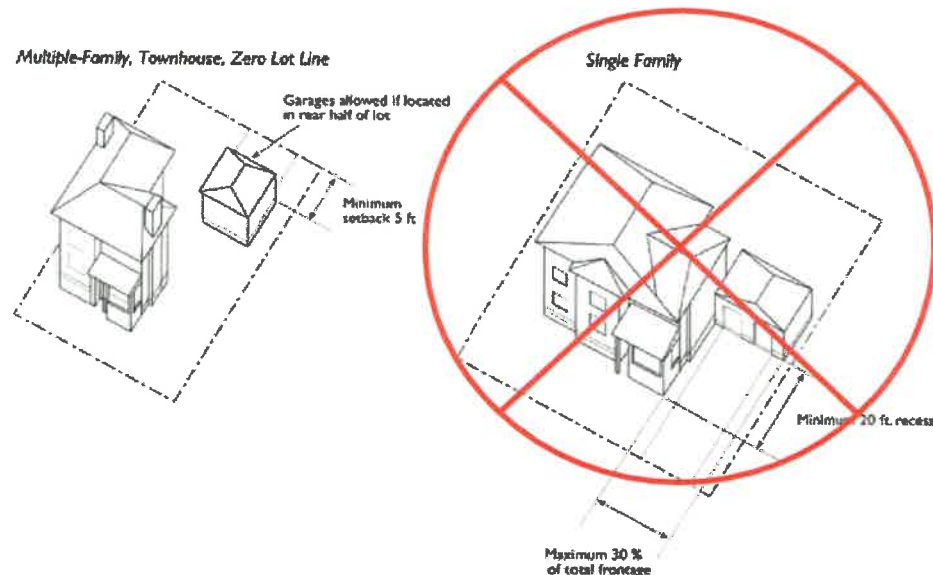
4) **Pedestrian Access**

A minimum of ~~50~~25 percent of a neighborhood park perimeter shall abut a street.

e. **Detached Garages**

Detached Garages are permitted in the rear half of the lot only. Garages accessible from an alley shall be setback a minimum of five feet from the rear property lot line.

Figure 3.F.3.E - TND Detached Garages



~~1) Exception for Single family or ZLL~~

~~Garages may be attached to a single family house or ZLL if recessed a minimum of 20 feet from the front facade of the house. Attached garages shall occupy a maximum of 30 percent of the total frontage of the house, as determined by the total length between the two main exterior walls nearest to the interior property lines, including the garage but excluding any attached structures, such as a porch, deck or patio. Attached garages may be increased to a maximum of 40 percent of the total frontage of the house, when a porte cochere is connected to the dwelling and located in front of the garage, and the Driveway widths shall be limited to a maximum of 16-18 feet in width. Wider driveways may be permitted, where adjacent to above-ground mechanical/utility equipment or as otherwise approved by the City Engineer. [Ord. 2014-031]~~

Staff has reviewed the changes as requested by the applicant within Article 3, Chapter F, Section 3(D) and Section 3(E), and staff agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted.

Table 3.F.3.E., entitled TND Residential Lot Size and Setback Regulations

The applicant requested changes to the Article 3, Chapter F, Section 3, Table 3.F.3.E., entitled TND Residential Lot Size and Setback Regulations, changing the minimum single lot width from fifty (50') feet to forty (40'), and changing the townhouse minimum lot depth from seventy-five feet to sixty-five feet, and reducing the side yard setback and rear yard setback. *Proposed amendments are indicated on ~~strike through~~ and underline below:*

Table 3.F.3.E - TND Residential Lot Size and Setback Regulations

Regulation	Single family	ZLL	Townhouse	Multi-Family (1)
Minimum Lot Size	5,000 <u>500</u> sq. ft.	3,000 sq. ft.	1,000 sq. ft.	-
Maximum Lot Size	40,000 sq. ft.	15,000 sq. ft.	8,000 sq. ft.	-
Minimum Lot Width	50 <u>40</u> ft.	40 ft.	16 ft.	50 ft.
Minimum Lot Depth	75 ft.	75 ft.	75 <u>65</u> ft.	75 ft.
Front Setback	10 ft. min.	10 ft. min.	5 ft. min.	no min.
	20 ft. max.	20 ft. max.	10 ft. max.	30 ft. max.
Side Setback	5 ft. min.	0 ft. on zero lot line ZLL side and 10 ft. on other	no minimum <u>15-10</u> ft. separation	5 ft. min. 15 ft. separation
			<u>10-5</u> ft. adjacent to Single family or ZLL Houses	20 ft. adjacent to Single family or ZLL Houses
Side Street Setback	10 ft. min.	10 ft. min.	10 ft. min.	10 ft. min.
Rear Setback	10 ft.	10 ft. min.	<u>15-10</u> ft. min.	15 ft. min.
	5 ft. min. for accessory Structure	5 ft. min. for accessory Structure or alley	5 ft. min. for accessory Structure or alley	-
	5 ft. min. for a garage accessible from an alley.	5 ft. min. for a garage accessible from an alley	5 ft. min. for a garage accessible from an alley	

~~Ord. 2012-0271~~ ~~Ord. 2014-0311~~

Notes:

1. Multi-family units located in a Neighborhood Center shall be subject to the lot sizes of that Use Zone.
2. The provisions in this table shall not preclude the applicability of Article 5.B.1.A.11.b.1.b.2, which provides setback relief to lots adjacent to open space areas.
3. Accessory structures shall maintain the same setbacks as the principal structure, notwithstanding setback reductions provided within the City's ULDC.

Staff has reviewed the request to change the minimum single lot width from fifty (50') feet to forty (40'), and changing the townhouse minimum lot depth from seventy-five feet to sixty-five feet, and reducing the side yard setback and rear yard setback as contained within Table 3.F.3.E., and agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted in Table 3.F.3.E.

Please see attached Ordinance 2018-5 and Exhibit "A".

DEC 06 2017



Received

Landscape Architects | Land Planners | Environmental Consultants

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City of Westlake ULDC Text Amendment

Justification Statement

December 5, 2017

Introduction

The subject application is a request for various text amendments to the City of Westlake Unified Land Development Code (ULDC). The purpose of the text amendments is to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods. All proposed modification as provided in the attached text amendment document in ~~striketrough~~ and underline format.

ARTICLE 1

DEFINITIONS

The Applicant proposed to add one new definition and modify two existing definitions. A definition of **Density Transition Zone (DTZ)** has been added and the definitions for **Fitness Center** and **Medical and Dental Office** have been modified slightly.

The DTZ is referenced and identified on the approved Final Master Plan, but is not formally defined in the ULDC. In order to prevent any confusion relative to the application of the DTZ, the Applicant proposes that a definition be added to Section 1.1.2.A. This will provide clarity of the terminology, since it does not exist outside of the Westlake Development Order, as well as provide consistency of its application.

Density Transition Zone (DTZ) – *The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units within the DTZ divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.*

$$DTZ = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF}$$

$$DTZ = 1,000 \text{ AC}$$

$$\text{Density} = 800 \text{ du} / 1,000 \text{ AC}$$

$$\text{Density} = 0.8 \text{ du/ac}$$

ULDC Text Amendment
 TEXT-2017-03
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The ***Fitness Center*** definition (No. 22) has been modified to include “wellness services.” It is typical for fitness facilities to include wellness services, such as nutritional coaching, BMI exams, blood pressure tests, minor medical treatments for exercise injuries, flu shots, etc. The additional text will address this use more clearly for future applications.

The ***Medical or Dental Office*** definition (No. 32) has been modified to include “Immediate and/or emergent.” This addition will clarify the type of medical uses envisioned to be encompassed within the medical office category.

ARTICLE 3

PLANNED DEVELOPMENT DISTRICTS (PDDs) TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to the PDD section of Article 3 is to address revisions to the PDD Use Matrix table, PUD regulations, and TTD regulations. In addition, the Applicant has taken the opportunity to update references to “Palm Beach County,” “BCC,” “county,” and prior ordinance references, which are no longer applicable.

1. PDD Use Matrix

Table 3.E.1.B – PDD Use Matrix sets forth the permitted and prohibited uses for the EDC/MUPD pods within the City of Westlake. The vision for the EDC, as outlined in the current Future Land Use Element, is to accommodate employment opportunities, research parks, employment centers, and other ancillary uses to support the EDC uses. However, these types of uses are not fully reflected in Table 3.E.1.B. The uses currently prescribed in the table include heavy industrial uses. In order to foster the employment opportunities envisioned for this area of the City, the EDC pods must include opportunities for professional and medical offices, hospital or medical centers, assisted living facilities, universities, places of worship, financial institutions, personal services, etc. It is also appropriate to locate other business supporting uses in the EDC, such as a car wash, auto repair services, convenience stores with gas sales, restaurants, fitness, etc. The proposed amendments to Table 3.E.1.B – PDD Use Matrix are provided in the attached text amendment document in ~~strikethrough~~ and underline format.

2. PUD Regulations

The PUD provisions of Article 3 are designed to address stand-alone PUD’s which are typical of residential development in Palm Beach County. These typical PUD’s are self-contained and not part of a larger community design. The PUD pods within the City of Westlake are unique in that they are one component of a larger TTD framework. Therefore, it is appropriate to amend certain PUD code requirements within the ULDC to be reflective of this unique development pattern. The proposed amendments will bring clarity and consistency with how these regulations are applied within the Westlake TTD. The proposed amendments to PUD regulations are generally

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described below and are provided in the attached text amendment document in ~~strikethrough~~ and underline format.

Neighborhood Park

Section 3.E.2.B.2.c. of the City's ULDC requires a Neighborhood Park to be provided within the PUD pods as part of the Performance Standards. The Neighborhood Park requirement is above and beyond the Parks and Recreation requirement of 0.006 acres of recreation area per dwelling unit. The PUD section of the ULDC (Art. 3.E.2.E.3) requires that recreation areas comply with Art. 5.D. Article 5.D.2.B, *Community and Neighborhood Park Recreation Standards*, sets forth the standards for Neighborhood Parks. The size of the park is the equivalent of 2.5 acres per 1,000 people, based on 2.32 people per unit.

The Applicant is providing a large recreation amenity on Pod PC-1 that will contain water facilities, playgrounds, walking paths, sports courts, a clubhouse, etc. The amenities within Pod PC-1 will far exceed the recreational needs of the City. Smaller tot lots and passive open space areas will be provided within the residential areas as part of the required recreation acreage. Requiring a Neighborhood Park in addition to recreation areas within each pod will dilute the potential of the formal amenity facility in Pod PC-1. Therefore, the Applicant is requesting that the Neighborhood Park not be required for those pods in proximity to Pod PC-1 the ability to combine the Neighborhood Park requirement within the recreation acreage. In addition to Pod PC-1 there are four other private civic pods located throughout the City that will also provide neighborhood services and amenities to the community.

PUD Thresholds

Table 3.E.2.C of the City's ULDC requires a minimum of 40 percent open space within each PUD pod. The current ULDC is designed to address stand-alone PUD's which are not part of a larger community design. As part of the Development Order for Minto Westlake TTD, the Applicant is required to maintain a Natural Transect area of 55 percent. The Natural Transect, by design, maximizes open space outside of the pod boundaries. In order to provide for this significant amount of Natural Transect, the pod boundaries were reduced. The intent of the initial design was for the development to be concentrated within the pod boundaries, so the natural, open space areas could exist outside of the pod. This allows larger tracts of natural areas to be created, rather than small, less usable open space areas within the pods. Therefore, the proposed text amendment would establish an open space requirement of 27 percent within the PUD pod boundaries. As part of this amendment, the Applicant has also taken the opportunity to strike language related to the AGR district and Exurban/Rural transect, which are not applicable to the City of Westlake.

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3. TDD Regulations

Unlike most areas of the current ULDC, the TDD portion of Article 3 has never been implemented in a physical form within Palm Beach County. Therefore, the design provisions have never been tested and are not reflective of current traditional neighborhood trends in the marketplace. Therefore, it is appropriate to amend certain TDD code requirements within the ULDC to recognize industry standards for traditional communities and be reflective of current development patterns that have been field tested and proved successful. The proposed standards have been constructed throughout the State of Florida and have produced the intended results. The proposed amendments to TDD regulations are generally described below and are provided in the attached text amendment document in ~~striketrough~~ and underline format.

Traditional Development Permitted Use Schedule

Table 3.F.1.F of the City's ULDC sets forth the permitted uses within the TND and TMD pods. The Westlake Development Order outlines certain conditions of approval that are specific to Private Civic (PC) pods. Resolution 2014-1646, Private Civic, condition no. 1 requires all private civic pods to "follow the development regulations of a Traditional Neighborhood District and Neighborhood Center requirements." Therefore, there is a need to reflect the uses intended to occupy the PC pods in Table 3.F.1.F. The use schedule has been revised to include uses such as passive and public parks, outdoor entertainment, restaurants, and other supportive uses. References to Exurban/Rural tiers has been struck as well.

Block Dimensions

Table 3.F.2.A of the City's ULDC establishes minimum and maximum block standards for TND neighborhoods. Modifications to the block lengths and average perimeters are proposed to allow more flexibility in the neighborhood design. The current regulations would result in a significant increase in pavement and segregation of the home layouts. In addition, the adjusted block lengths will provide the ability to for more curvature in the streets, on-street parking, and street trees. The proposed amendments are based on street designs utilized in numerous traditional communities throughout Palm Beach County.

Street Design Standards

TABLE 3.F.2.A of the City's ULDC establishes standards for street cross-sections. To provide clarity, the Applicant is proposing to add "minimum" to the table's title. In the past, there have been instances where the design standards were applied as both maximum and minimum thresholds. It is the intent that the standards provided in the table be applied as minimum thresholds.

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It is the visions of the Applicant to produce streets that are appropriately scaled and comfortable to the City's future residents. The standards within Table 3.F.2.A are set up to produce much wider roadways that are inconsistent with sound neighborhood design. Narrower streets help to establish a sense of place, solicit lower traffic speeds, and create more integration with the development pods.

Parking

The current TDD code requires structured parking to be provided when the parking ratio exceeds 1 sp/250 sf. This ratio is proposed to reflect a ratio of 1 sp/200 sf, to avoid forcing medical users, who have higher parking ratios, to construct structured parking. Within the EDC/MUPD district, where medical uses are desired, this provision would be especially problematic. The structured parking thresholds should come into effect when excessive amounts of surface parking occur, not when the minimum parking standards required by code are being provided. This would create a significant barrier to entry.

TND Setback Standards

As discussed above, the PC pods are required to adhere to the Neighborhood Center provisions within the framework of the TND. The ULDC provisions for the Neighborhood Center are designed to accommodate small centers located within the TND pods. However, the Conceptual Plan and Final Master Plan for the City of Westlake reflect the co-location of these civic uses into pods outside of the TND pods, which the current ULDC did not anticipate. Therefore, revisions to the setback chart are necessary to create minimum setback standards, rather than maximum setbacks. The PC pods are smaller pods that do not meet the minimum sizes necessary to create effective streets and block structures that are needed to meet the building orientation and build-to line standards. The proposed amendments provide exceptions for PC pods from such requirements, which leaving opportunity for neighborhood centers to be provided within the TND pods in the future.

ARTICLE 4 USE REGULATIONS TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to Article 4 is to address use regulations for **Place of Worship, Medical or Dental Office and Retail Sales, General**. In addition, the Applicant has taken the opportunity to update references to "Palm Beach County," "BCC," "county," and prior ordinance references, which are no longer applicable.

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Article 4, note 29 refers to **Place of Worship**. Recently, Palm Beach County amended Article 4 of the ULDC to address Places of Worship. The revised language included criteria to address location, access, and size.

Article 4, note 83 refers to **Medical or Dental Office**. The modifications to this note are the same as the definition changes made in Article 1. The change in Article 4 is simply to make the two Articles consistent.

Article 4, note 114 refers to **Retail Sales, General**. The additional language in the note establishes a square footage threshold for retail uses within the EDC/MUPD district of 2,500 square feet. This will help ensure that the types of retail uses locating within the EDC remain accessory to and supportive of employment uses. Tenants occupying more than 2,500 square feet will only be permitted as a requested use.

Conclusion

The proposed ULDC text amendment is consistent with the City's Comprehensive Plan. The Applicant looks forward to working with Staff to respond to any questions or issues that might arise as a result of your review.

ORDINANCE NO. 2018-5

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S INTERIM LAND DEVELOPMENT CODE, ARTICLE 3, CHAPTER F, SECTION 3, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT ("TNDs"), TABLE 3.F.3.C. TND LAND USE, GENERAL STANDARDS AND TABLE 3.F.3.E., TND RESIDENTIAL LOT SIZE AND SETBACK REGULATIONS; , ARTICLE 3, CHAPTER F, SECTION 3(D) and SECTION 3(E); PROVIDING FOR CHANGES IN THE TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT ("TND"); PROVIDING FOR AMENDMENTS TO THE LAND USE, GENERAL STANDARDS, LOT SIZE AND SETBACK REGULATIONS ; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the applicant has requested review use provisions in Article 3, Chapter F, Section 3, Table 3.F.3.C., entitled Traditional Neighborhood Development District Land Use, to remove single family, zero lot line and multi-family townhouse from the minimum and maximum requirements within the land development codes for the City of Westlake; and

WHEREAS, the applicant requested changes to the Article 3, Chapter F, Section 3, Table 3.F.3.E., entitled TND Residential Lot Size and Setback Regulations, changing the minimum single lot width from fifty (50') feet to forty (40'), and changing the townhouse minimum lot depth from seventy-five feet to sixty-five feet, and reducing the side yard setback and rear yard setback; and

WHEREAS, the staff has reviewed the request to remove single family, zero lot line and multi-family townhouse from the minimum and maximum requirements contained within Table 3.F.3.C. and agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted in Table 3.F.3.C.; and

WHEREAS, the staff has reviewed the request to change the minimum single lot width from fifty (50') feet to forty (40'), and changing the townhouse minimum lot depth from seventy-five feet to sixty-five feet, and reducing the side yard setback and rear yard setback as contained within Table 3.F.3.E., and agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted in Table 3.F.3.E.; and

WHEREAS, the applicant has requested changes in the Neighborhood Center Land Use Zones, General Standards for the location, maximum and minimum site area, maximum floor area ratio, maximum building coverage, as set forth in Article 3, Chapter F, Section 3(D) and Section 3(E), of the land development codes within the City of Westlake; and

WHEREAS, the staff has reviewed the changes as requested by the applicant within Article 3, Chapter F, Section 3(D) and Section 3(E), and staff agrees with the reasonable request of the applicant, staff supports the change, allowing for the changes as noted; and

WHEREAS, the Developer’s requested changes to the City of Westlake’s interim land development code are shown in underline for the additions to the code and strike through for the deletions to the code, as set forth in the attached Exhibit “A”; and

WHEREAS, the City of Westlake’s Planning and Zoning Board, sitting as the Local Planning Agency(LPA), had the opportunity to review the requested changes at a public hearing, and to make a recommendation to the City Council for the City of Westlake; and

WHEREAS, the staff for the City of Westlake has reviewed the request of the applicant for changes to Article 3, Chapter F, Section 3, Table 3.F.3.C., entitled Traditional Neighborhood Development District Land Use; Neighborhood Center Land Use Zones, General Standards; Article 3, Chapter F, Section 1, Table 3.F.3.E., TND Residential Lot Size and Setback Regulations; and Article 3, Chapter F, Section 3(D) and Section 3(E) as modified herein; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the City Council for the City of Westlake has found and determined that the adoption of the land development text amendment to Article 3, Chapter F, Section 3, Table 3.F.3.C., entitled Traditional Neighborhood Development District Land Use; Neighborhood Center Land Use Zones, General Standards; Article 3, Chapter F, Section 1, Table 3.F.3.E., TND Residential Lot Size and Setback Regulations; and Article 3, Chapter F, Section 3(D) and Section 3(E) will preserve the public health, safety and welfare, enhance the value and character of the community and implement the interim adopted comprehensive plan.

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

Section 1. Incorporation: The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment: The City of Westlake hereby amends the interim Land Development Code, Article 3, Chapter F, Section 3, Table 3.F.3.C., entitled Traditional Neighborhood Development District Land Use; Neighborhood Center Land Use Zones, General Standards; Article 3, Chapter F, Section 1, Table 3.F.3.E., TND Residential Lot Size and Setback Regulations; and Article 3, Chapter F, Section 3(D) and Section 3(E), as shown in underline and strikethrough format, in the Exhibit “A” attached hereto and incorporated herein.

Section 3. Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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

PASSED this _____ day of January, 2018, on first reading.

PASSED AND ADOPTED this _____ day of February, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra DeMarco, City Clerk

City Attorney
Pam E. Booker, Esq.

Exhibit "A"
City of Westlake Amendment to Article 3, Chapter F, Section 3
Traditional Neighborhood Development

ARTICLE 3

OVERLAYS & ZONING DISTRICTS

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1) Size

~~0.75~~One square foot of signage for every linear foot of tenant frontage shall be permitted, up to a maximum of ~~64-70~~ square feet. ~~[Ord. 2009-040]~~

2) Sign Placement

- a) Signs shall be located between the first and second story of the building. If the second story is non-residential, the signage shall comply with the minimum vertical separation requirements in Table 8.G.1.A, Wall Sign Standards. ~~[Ord. 2009-040]~~
- b) All significant decorative elements on the building shall be considered when locating wall signs to ensure they are in harmony with each other. In addition, the architecture features, elements, or building lines shall not be modified to accommodate the location of the signs. ~~[Ord. 2009-040]~~

3) Projection

Sign projection shall not exceed a maximum of 30 inches from any building face. ~~[Ord. 2009-040]~~

b. Freestanding Signs

Unless otherwise provided herein, all freestanding signs shall be prohibited.

~~1) AGR-TMD Exceptions~~

~~Freestanding signs shall be permitted in an AGR-TMD pursuant to the following requirements: [Ord. 2009-040]~~

~~a) Maximum Size and Height~~

~~Signs shall not exceed 150 square feet of sign face area, and shall be limited to 15 feet in height. [Ord. 2009-040]~~

~~b) Maximum Number Allowed~~

~~One freestanding sign shall be permitted per right-of-way frontage. [Ord. 2009-040]~~

2) A-frame Signs

Temporary freestanding A – frame signs shall be allowed in front of arcades and covered walkways for commercial or mixed-use buildings, provided they do not conflict with pedestrian walkways. ~~[Ord. 2009-040]~~

c. Entrance Wall Signs

Entrance wall signs are permitted for the purpose of identification, subject to the standards in [Art. 8, Signage](#). Sign copy and graphics shall identify only the name of the development and the address.

~~7. Recreation Clubhouse Emergency Generators~~

~~A permanent emergency generator shall be required for all TDD clubhouses 20,000 square feet or greater, and shall meet the standards of [Art. 5.B.1.A.18, Permanent Generators](#). [Ord. 2006-004] [Ord. 2011-016]~~

Section 3 Traditional Neighborhood Development (TND)

A. Specific Purposes

The purpose of the TND district is to:

- 1. Establish a specific neighborhood identity and focus with a pedestrian-oriented design consistent with the tier in which the development is located;
- 2. Provide a range of residential, commercial, civic, and open space land uses in close proximity to one another within the neighborhood;
- 3. Encourage a variety of non-vehicular modes of transportation, such as walking and, bicycling, segways, equestrian, golf carts where permitted by F.S., and water oriented uses such as kayaks, canoes or stand up paddle boards, to reduce the need for local automobile trips; ~~[Ord. 2014-031]~~
- 4. Offer a range of housing opportunities;
- 5. Preserve natural features and scenic areas; and
- 6. Provide a safe and efficient circulation system for pedestrians, non-motorized vehicles, and automobiles, and emphasize connectivity within and to adjacent uses.

B. Uses

Uses allowed in a TND district are listed in Table 3.F.1.F, Traditional Development Permitted Use Schedule.

C. Thresholds

A TND shall comply with [Table 3.A.3.D, TDD Corresponding Land Use](#), and the following: ~~[Ord. 2006-004]~~

1. Minimum Size

The minimum gross land area required for a TND is 40 contiguous acres. Within the U/S Tier, the minimum size may be reduced to 25 acres for infill projects that are adjacent to existing residential, civic, or commercial development on at least two sides. ~~[Ord. 2006-004]~~

2. Land Use Mix

TNDs shall provide residential, recreational, civic, and neighborhood commercial land uses, as provided in Table 3.F.3.C, TND Land Use. A TND developed as part of a TTD is subject to the minimum land use allocations provided in Table 3.F.5.D, Traditional Town Development Land Use Allocations. ~~[Ord. 2006-004]~~

Table 3.F.3.C - TND Land Use

Land Use Mixes	Percent of Total Gross Area	
	Minimum	Maximum
Residential	-	-
Single-Family	25	70
Zero-Lot-Line (ZLL)	-	50
Multi-Family/Townhouse	20	50
Neighborhood Centers	20	10
Civic (1)	2	25
Open Space/ Recreation	5	-
[Ord. 2006-004] [Ord. 2010-022]		
Notes:		
1. Civic uses may be collocated with the Neighborhood Centers.		

3. Minimum Development Threshold

Any TND or single project of TNDs with more than 320 acres shall be developed as a TTD. ~~[Ord. 2006-004] [Ord. 2010-022] [Ord. 2014-031]~~

D. General Standards

The following standards apply to all TND development:

1. Neighborhoods

The basic component of a TND is the neighborhood, organized in blocks around a neighborhood center. ~~Each neighborhood within a TND shall not exceed 80 acres.~~ No TND shall include more than four neighborhoods unless the TND is included within a TTD Refer to [Art. 3.F.5, TTD.](#)

2. Connections

All uses in a TND shall be connected by sidewalks or pedestrian paths, bicycle paths or bicycle lanes, and vehicular streets. A minimum of 80 percent of all streets shall connect at both ends to other streets at an intersection. All paths or trails, including bicycle paths or lanes, shall interconnect to form a continuous network throughout the TND and to paths or trails linked adjacent neighborhoods. Vehicular gates are prohibited on all streets, except alleys serving residential uses. Vehicular gates are not allowed on alleys serving commercial uses. ~~[Ord. 2006-004]~~

E. Land Use Zones

1. Neighborhood Center

A Neighborhood Center is intended to accommodate neighborhood-oriented non-residential uses and services. It may include professional offices, community facilities, and civic uses to serve the population of the TND and adjacent neighborhoods. Multi-family or live/work residential uses are encouraged when located above non-residential uses. ~~[Ord. 2012-027]~~

a. General Standards

1) Location

Each Neighborhood Center shall be centrally located in its neighborhood and shall be adjacent to a minimum of one side of a neighborhood square. ~~A Neighborhood Center not centrally located in a neighborhood shall front onto a Collector or Arterial Road and must be located at least one half mile from the Downtown Mixed-Use Category and any other Neighborhood Centers. A non-central location is permitted on an infill site, provided it is within 1320 linear feet of 100 percent of the units in the TND and also can serve the local shopping needs of an adjacent neighborhood.~~

2) Maximum and Minimum Site Area

Each individual Neighborhood Center shall be a ~~minimum 0.5 acre and a~~ maximum of ~~2.510~~ acres in size.

3) Parking

Parking shall be provided in accordance with [Article 3.F.2.A.2, Parking and Access.](#)

4) Maximum Floor Area Ratio (FAR)

~~1.00.25~~, FAR for residential uses counted as density shall not be calculated as square footage subject to the maximum FAR. ~~[Ord. 2012-027]~~

5) Maximum building coverage

~~50-35~~ percent.

6) ~~Maximum Total Floor Area~~

~~40,000 square feet of GFA, excluding multi-family units or the residential portion of a live/work unit counted as density. [Ord. 2012-027]~~

b. Building Standards

1) Maximum Floor Area per Tenant

8,000 square feet.

a) Exception

Up to 30,000 square feet is allowed for a food store. If a TND is developed as part of a TTD, the maximum allowed for a food store in a Neighborhood Center shall be 20,000 square feet.

2) Setbacks

Minimum and maximum building setbacks shall conform to the standards in Table 3.F.3.E, TND Non-Residential Setback Regulations.

Table 3.F.3.E - TND Non-Residential Setback Regulations

Regulation	Neighborhood Center and Civic	Open Space/Recreation
Front Setback	0 ft. min. 10 ft. max.	20 ft.
Side Setback	0 ft. for attached buildings 5 ft. min. for detached buildings 10 ft. adjacent to residential	20 ft.
Rear Setback	10 ft. min.	20 ft.

3) Multi-family and Live/Work

Multi-family residential and live/work units shall only be permitted subject to approval by the DRO. Horizontal and vertical integration of residential and non-residential uses shall be encouraged. the following: [Ord. 2012-027]

- ~~a) Permitted residential uses are located above non-residential uses; and, [Ord. 2012-027]~~
- ~~b) The FAR of residential uses shall not exceed 30 percent of the combined FAR of non-residential and residential uses. The calculation of residential FAR in determining compliance herein does not alter that residential uses are calculated as density, unless otherwise stated within the ULDC. [Ord. 2012-027]~~

c. Maximum Building Height

~~45 feet —U/S Tier, 25 feet—Rural/Exurban Tiers.~~

d. Building Orientation

Buildings shall front a street open space, or pedestrian pass-through. All principal buildings shall have their entrance facing the street or an intersection.

e. Build-to Lines

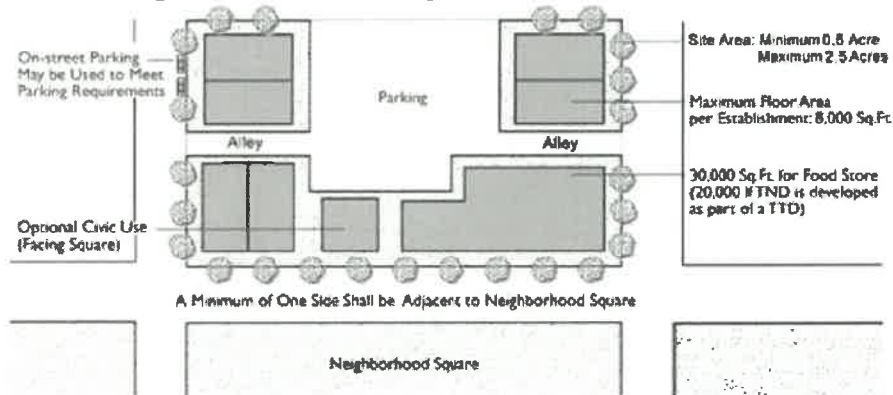
A minimum of 50 percent of a commercial building shall have a zero setback. The remaining 50 percent may be set back a maximum of ten feet. Exceptions to the minimum setback shall be permitted to allow for utility conflicts, where necessary. Private civic pods adhering to the Neighborhood Center provisions shall be exempt from the Build-to line requirements.

f. Covered Walkways

A minimum of 50 percent of ~~all~~ first floor building frontages of retail and commercial uses shall be constructed as storefronts and include features such as, but not limited to, be adjacent to a covered sidewalk, with features such as awnings, colonnades, trellises, or arcades. Colonnades and arcades shall be a minimum of ten feet in width, including any support column intrusions. All covered walkways shall have a minimum interior height clearance of 12 feet from ground to ceiling.

(This space intentionally left blank)

Figure 3.F.3.E - TND Neighborhood Center Standards



2. Civic
The civic

designation is

intended to accommodate publicly and privately owned institutional land uses intended to serve the neighborhood.

a. Location

Civic parcels used for community buildings shall be located adjacent to a neighborhood square or park, or on a lot terminating a street vista.

b. Public Land Dedication

Based on the proportional impacts of development on the demand for public services and facilities, a portion of a TND may be required to be conveyed or voluntarily committed in simple fee title to the ~~PBC~~ City of Westlake for civic purposes. These conveyances shall be in a form approved by the County-City Attorney or in the form of a development agreement.

3. Open Space/Recreation

Areas designated for open space/recreation include neighborhood parks, neighborhood squares, and active or passive recreation uses.

4. Neighborhood Square

a. Each neighborhood within a TND shall include a centrally located neighborhood square or "commons." The square and abutting neighborhood commercial and civic uses should serve as a focal point for the surrounding residential neighborhoods.

1) Size

The square shall have a minimum lot size of 20,000 to 140,000 square feet, see Figure 3.F.3.E, TND Neighborhood Park and Square.

2) Street Access

A minimum of 75 percent of a square perimeter shall abut a street.

3) Minimum Pervious Area

The minimum required area of a neighborhood park that must be pervious surface is:

a) ~~U/S Tier~~

25 percent.

~~b) Exurban and Rural Tiers~~

~~50 percent.~~

b. Neighborhood Parks

1) Minimum Area

A minimum of 25 percent of the open space/recreation area required by Table 3.F.3.C, TND Land Use, must be common open space or park accessible to the public. Each neighborhood park shall have a minimum area of 20,000 square feet.

2) Location

Neighborhood parks shall be located within each neighborhood of a TND and shall be distributed so that 100 percent of all dwelling units are located within 1320 linear feet from a park or other recreation area.

3) Minimum Pervious Area

The minimum required area of a neighborhood park that must be pervious surface is:

a) ~~U/S Tier~~

50 percent.

b) Exurban and Rural Tiers

66 percent.

4) Pedestrian Access

A minimum of ~~50-25~~ percent of a neighborhood park perimeter shall abut a street.

5) Active Recreation Areas

Common active recreation uses, such as playing fields and swimming pools, shall be buffered by a perimeter landscape area that complies with the compatibility buffers in [Article 7, LANDSCAPING](#). The neighborhood square shall be exempt from this requirement.

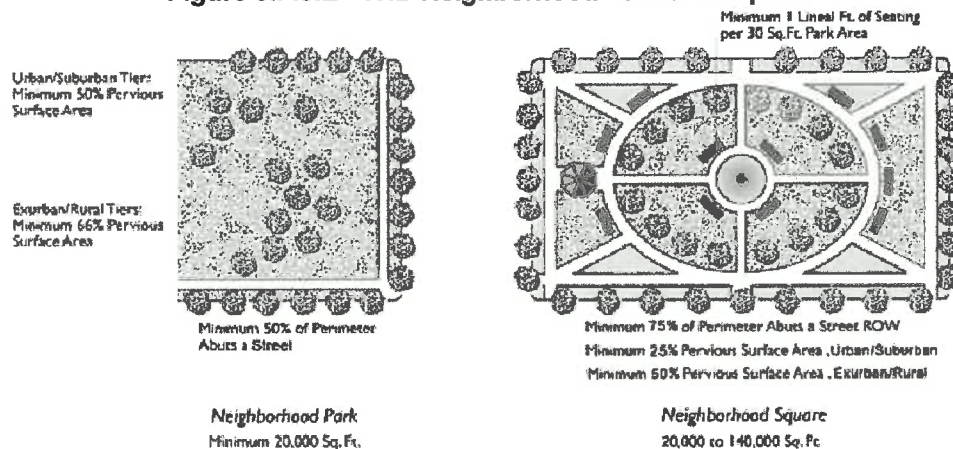
a) Active Recreation Areas in Residential Buildings

Penthouse and rooftop active and passive recreation shall not be counted towards the minimum open space/recreation area requirement.

6) Required Amenities

Neighborhood squares shall include street furniture for outdoor seating and other amenities such as gazebos, fountains, statuary, flag poles, kiosks, and benches. ~~At least one lineal foot of seating area shall be provided for each 100 square feet of park area.~~ Seating area may include wooden benches, seating walls, and retaining walls where the seating area is between 16 inches and 30 inches above grade. **[Ord. 2014-031]**

Figure 3.F.3.E - TND Neighborhood Park and Square



5. Residential Uses

a. Lot Size and Setbacks

Minimum and maximum lot sizes and building setbacks shall conform to the standards in Table 3.F.3.E, TND Residential Lot Size and Setback Regulations, with exception to multi-family units located in a Neighborhood Center. **[Ord. 2012-027]**

b. Maximum Building Height

35 feet.

1) U/S Tier

One foot of additional height may be allowed for multi-family residential buildings for each additional foot of front and side setback, or upper story setback, provided beyond the minimum required setback, up to a total building height of 45 feet.

c. Building Orientation

Residential buildings shall front a street, neighborhood square, open space, or neighborhood park and be ~~directly~~ accessible from a street or designated pedestrian pathway.

d. Accessory Buildings

Accessory buildings shall not exceed 25 feet in height and may be used as a garage or accessory dwelling.

1) Calculation of Density

Accessory dwellings are not considered "dwelling units" for the purposes of calculating the maximum allowable density in a TND.

2) Maximum Number

Up to one accessory dwelling unit per principal dwelling unit is permitted.

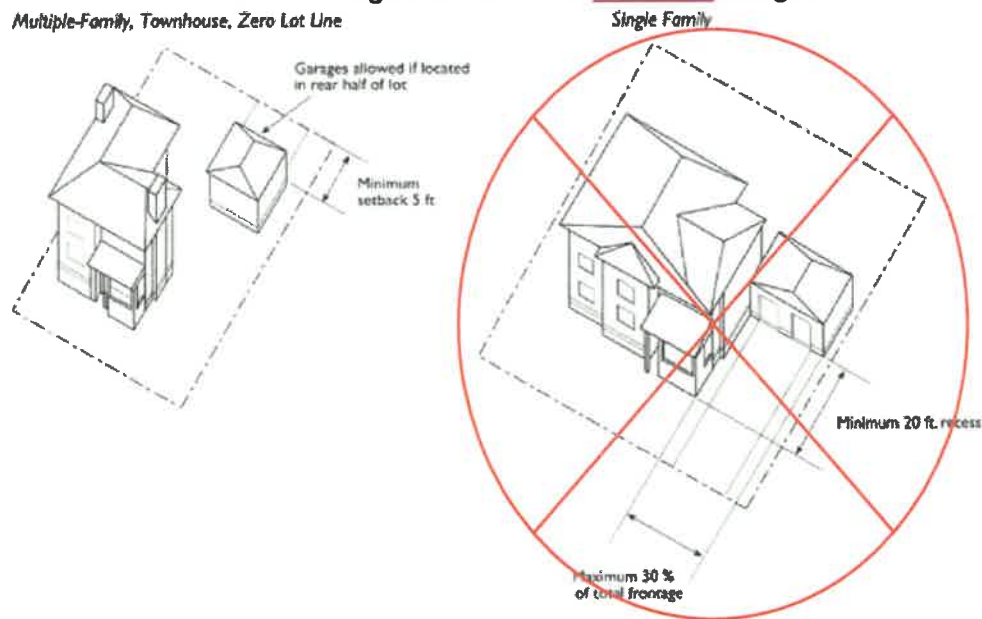
3) Required Parking

One additional parking space per accessory dwelling is required.

e. Detached Garages

Detached Garages are permitted in the rear half of the lot only. Garages accessible from an alley shall be setback a minimum of five feet from the rear property lot line.

Figure 3.F.3.E - TND Detached Garages

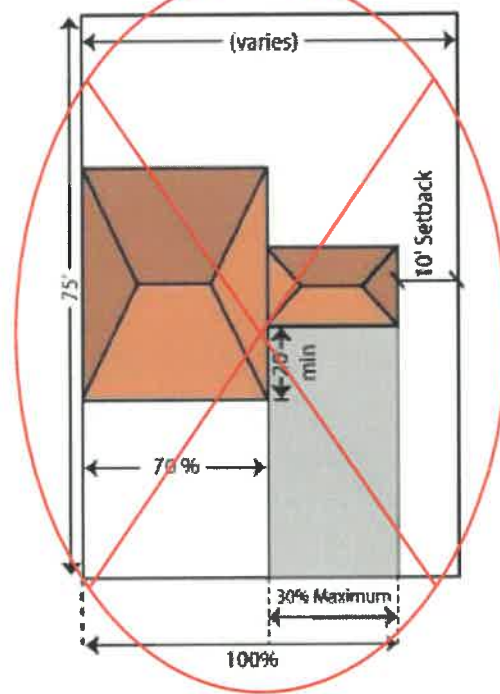


1) Exception for Single family or ZLL

~~Garages may be attached to a single family house or ZLL if recessed a minimum of 20 feet from the front facade of the house. Attached garages shall occupy a maximum of 30 percent of the total frontage of the house, as determined by the total length between the two main exterior walls nearest to the interior property lines, including the garage but excluding any attached structures, such as a porch, deck or patio. Attached garages may be increased to a maximum of 40 percent of the total frontage of the house, when a porte cochere is connected to the dwelling and located in front of the garage, and the Driveway widths shall be limited to a maximum of 16-18 feet in width. Wider driveways may be permitted, where adjacent to above-ground mechanical/utility equipment or as otherwise approved by the City Engineer. [Ord. 2014-031]~~

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Figure 3.F.3.E - ZLL Garages



f. Main Entrances

All residential structures shall have their main entrance fronting a street, neighborhood square, Neighborhood Park, open space, or an intersection, consistent with Article 3.F.3.E.5.c. Corner entries at street intersections are preferred for multi-family structures.

g. Porches

All ~~s~~Single family and ZLL dwellings ~~shall have containing~~ a front porch, ~~shall raised at the porch~~ a minimum of ~~48-12~~ inches from the finished grade, or from the sidewalk located in the front yard within the R-O-W. **[Ord. 2014031]**

1) Size

Porches shall have a minimum depth of six feet and a minimum width of ~~12-8~~ feet.

2) Enclosure

Porches shall comply with the definition of TND, porch in Art. 1.1, Zoning Definitions and Acronyms.

3) Setback Encroachment

A porch, and attached porte cochere where applicable, may encroach a maximum of 25 percent into a front or side street setback, provided there is no utility easement overlap. **[Ord. 2014-031]**

h. Balconies and Patios

A minimum of 20 percent of the total number of dwelling units on each floor in a multi-family structure shall have individual balconies and/or patios.

1) Setback Encroachment

A single family or ZLL patio may encroach a maximum of 25 percent into a front or side street setback, provided there is no utility easement overlap. A balcony may encroach a maximum of six feet into a front or side street setback, provided there is no utility easement overlap. **[Ord. 2014-031]**

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Table 3.F.3.E - TND Residential Lot Size and Setback Regulations

Regulation	Single family	ZLL	Townhouse	Multi-Family (1)
Minimum Lot Size	5,000 4,500 sq. ft.	3,000 sq. ft.	1,000 sq. ft.	-
Maximum Lot Size	40,000 sq. ft.	15,000 sq. ft.	8,000 sq. ft.	-
Minimum Lot Width	50 40 ft.	40 ft.	16 ft.	50 ft.
Minimum Lot Depth	75 ft.	75 ft.	75 65 ft.	75 ft.
Front Setback	10 ft. min.	10 ft. min.	5 ft. min.	no min.
	20 ft. max.	20 ft. max.	10 ft. max.	30 ft. max.
Side Setback	5 ft. min.	0 ft. on zero lot line ZLL side and 10 ft. on other	no minimum 15 10 ft. separation	5 ft. min. 15 ft. separation
			10 5 ft. adjacent to Single family or ZLL Houses	20 ft. adjacent to Single family or ZLL Houses
Side Street Setback	10 ft. min.	10 ft. min.	10 ft. min.	10 ft. min.
Rear Setback	10 ft.	10 ft. min.	15 10 ft. min.	15 ft. min.
	5 ft. min. for accessory Structure	5 ft. min. for accessory Structure or alley	5 ft. min. for accessory Structure or alley	-
	5 ft. min. for a garage accessible from an alley.	5 ft. min. for a garage accessible from an alley	5 ft. min. for a garage accessible from an alley	
[Ord. 2012-027] [Ord. 2014-031]				
Notes:				
<ol style="list-style-type: none"> Multi-family units located in a Neighborhood Center shall be subject to the lot sizes of that Use Zone. The provisions in this table shall not preclude the applicability of Article 5.B.1.A.11.b.1.b.2, which provides setback relief to lots adjacent to open space areas. Accessory structures shall maintain the same setbacks as the principal structure, notwithstanding setback reductions provided within the City's ULDC. 				

Section 4 Traditional Marketplace Development (TMD)

A. Purpose

The purpose of the TMD district is to: **[Ord. 2005 – 041]**

1. Provide a concentrated area for shopping, entertainment, business, services and cultural opportunities by allowing a mix of commercial and institutional uses and establishing physical development and design standards that create pedestrian-oriented development; **[Ord. 2005 – 002]**
2. Provide housing opportunities through integrated residential uses; **[Ord. 2005 – 002] [Ord. 2014-031]**
3. Promote a mix of uses in a manner that creates a stronger pedestrian orientation through design, placement and organization of buildings, plazas, common public space, and dispersed parking; and **[Ord. 2005 – 002]**
4. Ensure traditional marketplaces are compatible with the overall design objectives of the Plan and the MGTS. **[Ord. 2005 – 041]**

B. Purpose of the TMD District in the AGR Tier (AGR-TMD)

In addition to the above, the purpose of the AGR-TMD is to: **[Ord. 2005–041]**

1. Promote the preservation of agriculture by providing for compact commercial areas and preserved agricultural land; **[Ord. 2005 – 002]**
2. Provide for commercial uses serving AGR residents at accessible locations on major arterials; and **[Ord. 2005 – 002]**
3. Encourage design that is compatible with the surrounding agricultural or rural area; **[Ord. 2005 – 002]**
4. Implement the conceptual designs that submitted to the BCC on April 6, 2005; and **[Ord. 2005-041]**
5. Implement the requirements of FLUE Policy 1.5-m, 1.5.1-m, 1.5.1-n, and 2.4-c of the plan. **[Ord. 2005-041]**

C. Uses Allowed

Uses allowed in a TMD district are listed in Table 3.F.1.F, Traditional Development Permitted Use Schedule. **[Ord. 2005 – 002]**

D. Development Standards for all TMDs

The following standards apply to TMDs located in all tiers: **[Ord. 2005 – 002]**

1. General Standards

The following standards apply to all TMDs; however, additional standards or provisions shall apply to the AGR Tier, per [Art. 3.F.4.E, Standards Applicable to AGR Tier](#). [Ord. 2005-002] [Ord. 2005-041]

a. Thresholds

A TMD shall comply with [Table 3.A.3.D, TDD Corresponding Land Use](#), and the following: [Ord. 2006-004]

1) Minimum Site Area

The minimum gross land area required for a TMD is ten contiguous acres. [Ord. 2005-002] [Ord. 2006-004]

2) Minimum Total Floor Area

The following MGTS thresholds shall apply to all non-residential development within a TMD, unless stated otherwise herein: [Ord. 2010-022]

a) U/S Tier

In the U/S Tier, 200,000 square feet is required, with a minimum of 125,000 square feet in the first phase. [Ord. 2010-022]

b) Exurban/Rural Tiers

In the Exurban and Rural tiers, 125,000 square feet is required. Additional development may be phased but shall not exceed a total of 200,000 square feet for the Exurban and Rural Tiers. [Ord. 2010-022]

(1) Agricultural Enclave (AGE) Exception

The minimum square footage for TMDs within an AGE shall be in accordance with an AGE Site Specific FLUA Conceptual Plan. [Ord. 2010-022]

c. AGR Tier

See Art. 3.F.4.E, Standards Applicable to AGR Tier, for AGR Standards. [Ord. 2010-022]

d. Civic and Institutional Exception

Civic and Institutional uses are not subject to these floor area limitations. [Ord. 2005-002] [Ord. 2006-004] [Ord. 2010-022]

3) Minimum FAR

0.4 in the U/S Tier. [Ord. 2005-002] [Ord. 2006-004]

b. Permitted Locations

- 1) Within the CL designations in Exurban, Rural and AGR Tiers. [Ord. 2005-002]
- 2) Within the CL/CH designations in the U/S Tier. [Ord. 2005-002]
- 3) Within an area designated as a TMD Pod within a TTD. [Ord. 2010-022] [Ord. 2014-031]
- 4) A TMD must have at least 200 feet of frontage along an arterial or collector street. [Ord. 2005-002]

c. Maximum Floor Area per Single Tenant [Ord. 2005-041]

1) U/S Tier

No single tenant may occupy more than 50,000 sq. ft. unless approved as a requested use. Single tenants occupying more than 100,000 square feet are prohibited. [Ord. 2005-002]

2) Exurban/Rural and AGR Tiers

No single tenant may occupy more than 25,000 sq. ft. unless approved as a requested use. Single tenants occupying 65,000 sq. ft. or more are prohibited. [Ord. 2005-002]

3) Maximum Ground Floor Area per Establishment

No single tenant may occupy more than 40 percent of the total ground floor area of a TMD. [Ord. 2005-002]

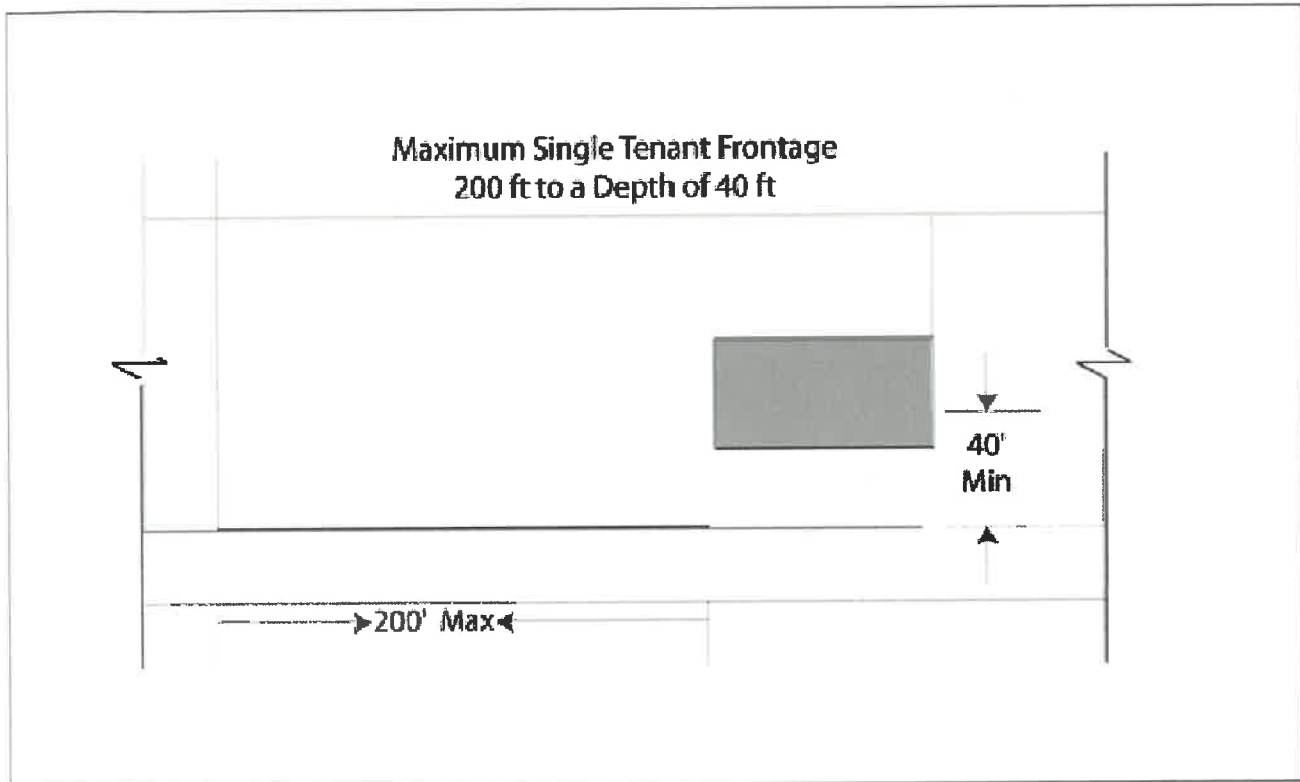
4) Maximum Frontage Per Single Tenant

No single tenant may occupy more than 200 feet of frontage. An increase of up to 240 feet of frontage per single tenant is permitted in the AGR Tier, provided that any increase over 200 feet incorporates the appearance of a separate storefront on the subject façade, to include the following: a distinct architectural style a minimum of 40 feet in length, a similar percentage of transparency, and an additional building entrance, or appearance of an entrance. [Ord. 2005-002] [Ord. 2005-041]

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Figure 3.F.4.D - TMD Maximum Frontage Per Establishment

[Ord. 2005-002]

**d. Density/Intensity****1) Multiple Use Projects**

Multiple Use Projects may be allowed to utilize up to 100 percent of the combination of a site's residential density and its commercial intensity equivalent. (Additional density or intensity is equivalent to the corresponding amount of non-utilized existing density or intensity). (A = percent of additional density or intensity, U = percent of utilized density or intensity. $A = 100 - U$). [Ord. 2005 - 002]

2) Mixed Use Projects

Mixed Use Projects which vertically integrate at least 20 percent of their allowed residential units with non-residential uses may be allowed to utilize up to 100 percent of both a site's residential density and commercial intensity. [Ord. 2005 - 002]

2. Street Designations and Configurations

All streets and alleys in a TMD dedicated to the public or meeting the definition of a private street shall conform to the standards of [Art. 11, Subdivision, Platting and Required Improvements](#). All neighborhood centers and the central plaza of a TMD shall be directly connected by a non-gated street network. [Ord. 2005 - 002]

a. Mainstreet

At least two two-way streets forming an inter-section shall be designated as Main streets. A minimum of one mainstreet shall cross through the entire length or width of a TMD, unless waived by the BCC. Main streets shall be designed to be consistent with Figure 3.F.2.A, TDD Commercial Street. [Ord. 2005 - 002]

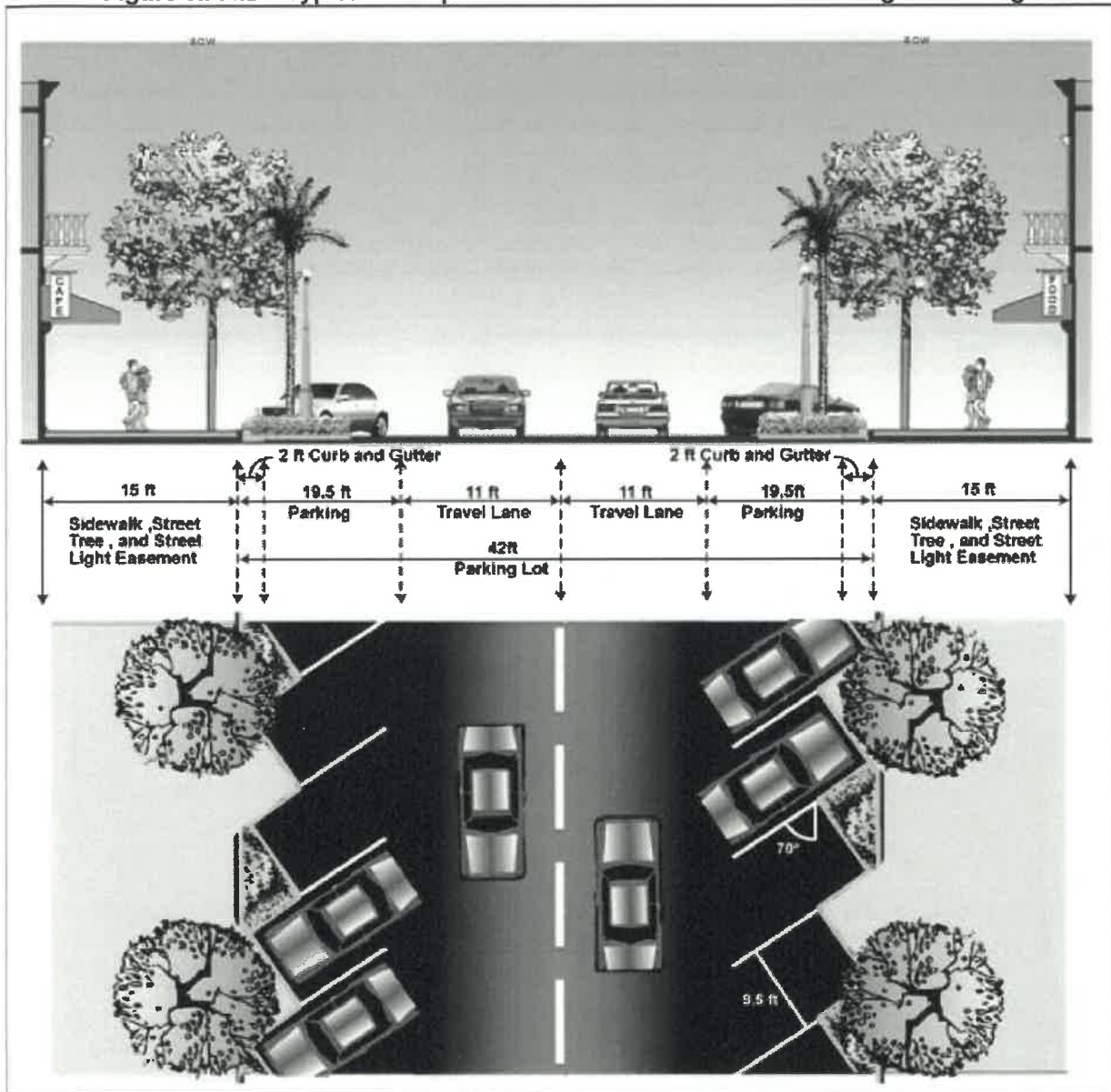
1) Design Exception

Main streets designed as an access way or non-residential parking lot may increase the overall width to provide for angled parking, not to exceed a 70 degree angle, as indicated in Figure 3.F.4.D, Typical Example of TMD Commercial Street with Angled Parking. The required width of travel lanes shall be as approved by the County Engineer based upon such factors as anticipated average daily traffic and overlap of back-out maneuvers. Parking stall dimensions shall be in accordance with Table 6.A.1.D, Minimum Parking Dimensions for

[Ord. 2005-002]

Non-residential Uses and Residential Uses with Shared Parking Lots. [Ord. 2005- 002] [Ord. 2007- 013]

Figure 3.F.4.D - Typical Example of TMD Commercial Street with Angled Parking



b. Sidewalks

Sidewalks are required on both sides of all streets and shall be designed to be consistent with Figure 3.F.2.A, TDD Commercial Street, except for: alleys; drive isles between rows of parking or providing access to a surface parking lot; service streets; the side of a street abutting a preserve area of an AGR-TMD; and, where one side of a street abuts a surface parking lot or open space. All sidewalks shall conform to the requirements of [Art. 3.F.2.A.1, Streets, Sidewalks, and Alleys](#). [Ord. 2005-002] [Ord. 2005 – 041]

c. Alley Access

Alley access is not allowed from a Main Street. [Ord. 2005 – 002]

d. Prohibition of Vehicular Gates

Vehicular gates are not allowed in a TMD. [Ord. 2005 – 002]

3. Building Form

a. Maximum Building Height

1) U/S Tier

- a) 45 feet and two stories. A third story is allowed if the top floor is dedicated to residential uses. **[Ord. 2005 – 002]**
- b) The height limit shall not apply to those exceptions listed in [Art. 3.D.1.E.4, Height Exceptions](#). **[Ord. 2005 – 002]**

2) Exurban, Rural, and Agricultural Reserve Tiers

35 feet and two stories. **[Ord. 2005 – 002]**

a) AGR Tier Exception

- 1) A third story is allowed if limited to residential uses where a garage is provided on the ground floor for each residential unit. **[Ord. 2005 – 002]**
- 2) The height limit shall be 45 feet for those exceptions listed in [Art. 3.D.1.E.4, Height Exceptions](#). **[Ord. 2005 – 002]**

Figure 3.F.4.D - TMD Building Form U/S Tier - Three Story Maximum



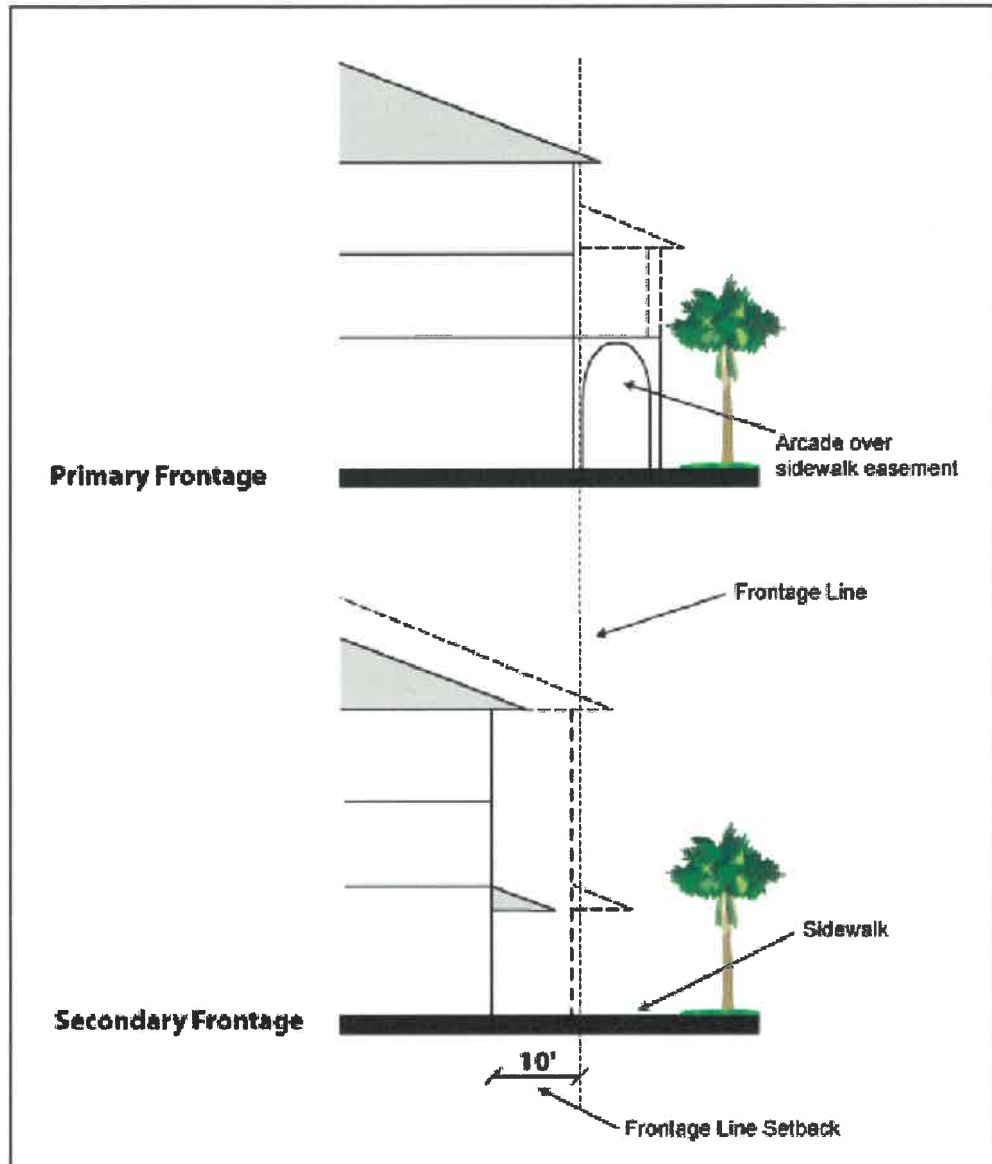
[Ord. 2005-002]

4. Frontages and Residential PDRs

All buildings shall be designated on the site plan as either Primary or Secondary Frontage and shall conform to the following requirements: **[Ord. 2005-002] [Ord. 2005 – 041]**

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Figure 3.F.4.D - Primary and Secondary Frontage for TMD
[Ord. 2005-002]

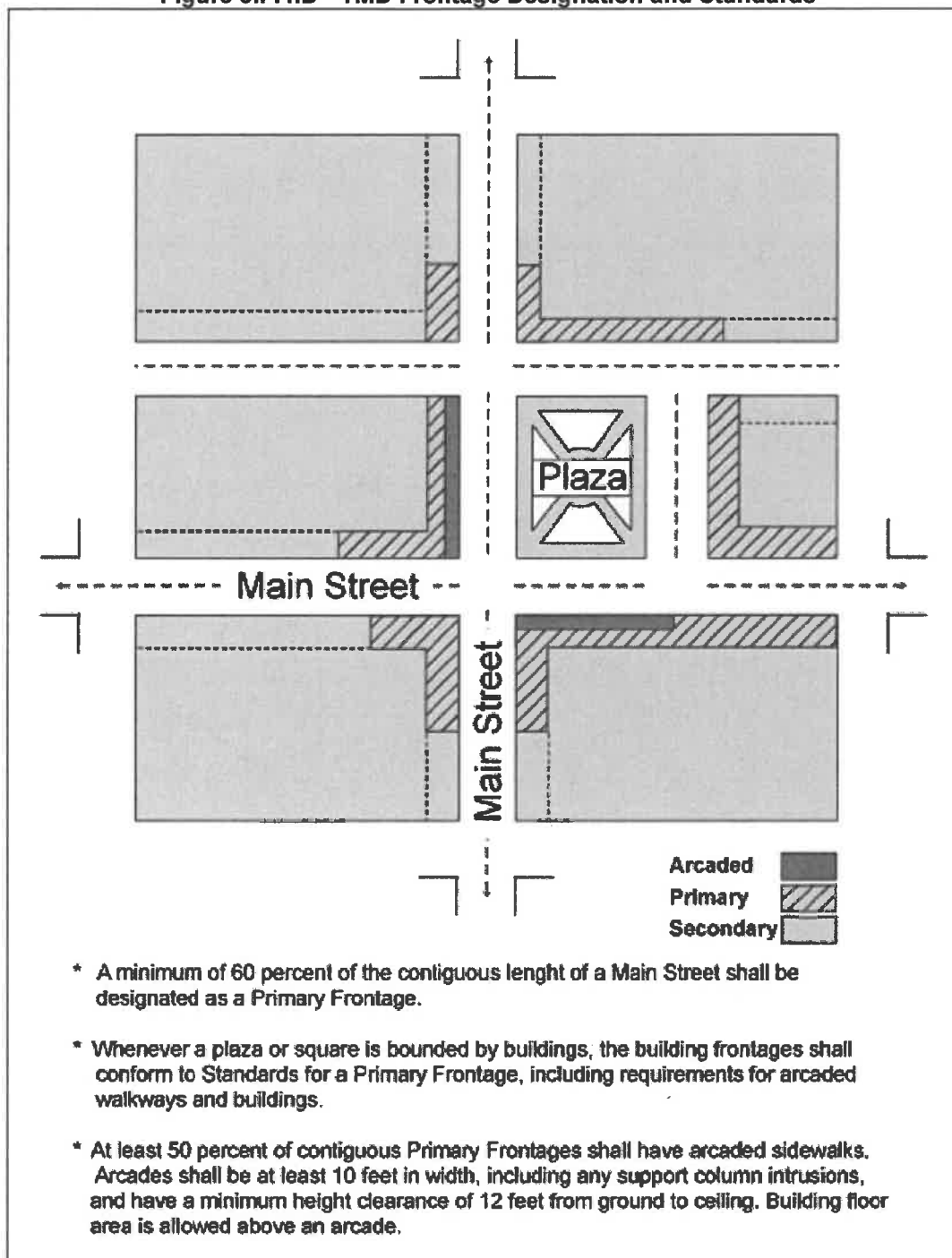


a. Standards for Primary Frontage

- 1) A minimum of 60 percent of the length of a Main Street shall be designated as a Primary Frontage. [Ord. 2005 – 002]

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Figure 3.F.4.D - TMD Frontage Designation and Standards



[Ord. 2005-002]

2) Continuity and Separations

Primary Frontage shall be continuous, except as follows: [Ord. 2005 – 002]

- a) A central plaza or square may be located at the end of a block. [Ord. 2005 – 002]
- b) One separation between buildings is allowed for each 120 linear feet of frontage, provided it is located a minimum of 120 feet from the end of a block. [Ord. 2005 – 002]
 - (1) The width of this separation shall not exceed: [Ord. 2005 – 002]
 - (a) 20 feet for pedestrian access to internal parking areas, off-street loading, refuse collection or recessed building entrances. [Ord. 2005 – 002]

(b) 30 feet for outdoor dining areas or pedestrian shade and rest areas. [Ord. 2005 – 002]

(c) 60 feet for a mid-block plaza, other than the central plaza. [Ord. 2005 – 002]

3) Build to Lines

All building and structures along a Primary Frontage shall abut the required sidewalk. [Ord. 2005 – 002]

(a) Exception

A maximum of ten percent of Primary Frontage structures may be set back a maximum of 20 feet from the build to line to provide for outdoor dining areas and/or usable open space, subject to the following: [Ord. 2005 – 002]

- (1) No more than one area described above shall be permitted at any intersection or at any intersection created by permitted separations; and, [Ord. 2005 – 002]
- (2) The area shall not exceed 40 feet in length, nor be within 40 feet of any other setback area or building separation, except as permitted above. [Ord. 2005 – 002]

4) Arcaded Sidewalk

At least 50 percent of the Primary Frontages shall have arcaded sidewalks. Arcades shall be a minimum of ten feet in width, including any support column intrusions, and have a minimum height clearance of 12 feet from ground to ceiling. Building floor area is allowed above an arcade. The arcade shall provide for a pedestrian walkway a minimum of eight feet in width with no encumbrances such as support columns, but may be reduced to six feet in width to provide for outdoor dining areas, as illustrated in [Figure 3.B.14.G, WCRAO Arcade and Gallery Standards](#). [Ord. 2005 – 002] [Ord. 2008-003]

b. Standards for Secondary Frontage

1) Secondary Frontage

A maximum of 40 percent of the length of a main street may be designated as Secondary Frontage. [Ord. 2005 – 002]

2) Separations

Secondary Frontage may include physical separations between buildings, as follows:

- a) One separation between buildings for each 80 linear feet of frontage, provided it is located a minimum of 80 feet from the end of a block or from the edge of a plaza. [Ord. 2005 – 002]
- b) The width of this physical separation shall not exceed:
 - (1) 20 feet for pedestrian access to internal parking areas or recessed building entrances; [Ord. 2005 – 002]
 - (2) 30 feet for an alley or vehicular access to internal parking, outdoor dining areas, or pedestrian shade and rest areas; or [Ord. 2005 – 002]
 - (3) 60 feet for a mid block plaza. [Ord. 2005 – 002]

3) Build-to Lines

All building structures along a Secondary Frontage shall be located within ten feet of the required sidewalk. [Ord. 2005 – 002]

(a) Exception

A maximum of ten percent of Secondary Frontage structures may be set back a maximum of 20 feet from the build to line to provide for outdoor dining areas and/or usable open space, subject to the following: [Ord. 2005 – 002]

- (1) No more than one area described above shall be permitted at any intersection or at any intersection created by permitted separations; and, [Ord. 2005 – 002]
- (2) The area shall not exceed 40 feet in length, nor be within 40 feet of any other setback area or building separation, except as permitted above. [Ord. 2005 – 002]

c. Standards for Buildings abutting Perimeter Frontages

Exterior facade of buildings that abut arterial or collector streets shall be designed to provide views of building entrances or display windows. [Ord. 2005 – 002] [Ord. 2010-022]

d. Optional Standards for Residential PDRs

Residential buildings may use the TND Residential Lot Size and Setback Regulations, or the following: [Ord. 2005-041]

1) Multi-family Alley Frontage Design Alternative

Multi-family dwellings may be permitted to have frontage from a street built to alley standards, subject to the following: [Ord. 2005-041]

a) Build to Lines and Setbacks

Setbacks or build to lines must be measured from the inside alley edge, or sidewalk if provided. **[Ord. 2005-041]**

- (1) Front setbacks must be a minimum of five feet, and a maximum of 10 feet. Garages fronting the alley shall be setback at least 20 feet. **[Ord. 2005-041]**
- (2) Side street setbacks must be a minimum of five feet, and a maximum of 10 feet. An exception may be made for one side of a block which fronts on open space or a recreation use. **[Ord. 2005-041]**
- (3) The rear of each unit shall have access to and be within 20 feet of a street, open space or plaza a minimum of 40 feet in width, with sidewalks that connect to the projects pedestrian circulation system. **[Ord. 2005-041]**

b) Continuity and Separations

One separation between buildings is allowed for each 80 feet of frontage, provided it is located a minimum of 80 feet from the end of a block. The width of this separation shall not exceed 25 feet for pedestrian access, or 40 feet for a mid block plaza. One mid block plaza may be permitted to have a separation of up to 120 feet in the AGR Tier only. **[Ord. 2005-041]**

5. Pedestrian Circulation

In addition to the sidewalk requirements of [Art. 3.F.2.A.1, Streets, Sidewalks, and Alleys](#), all internal sidewalks shall provide a minimum clear width of six feet. **[Ord. 2005 – 002]**

6. Foundation Planting

Notwithstanding the requirements of [Art. 7.D.11, Foundation Plantings](#), foundation plantings shall not be required for primary and secondary building frontages, buildings along an alley or access way to a parking area, where the alley or access way is located in-between non-residential buildings, or where buildings front on a plaza or square. **[Ord. 2005-002] [Ord. 2005 – 041]**

7. Parking

On-street parking is required on both sides of all two-way streets and on at least one-side of one-way streets, except within 25 feet of a street intersection or alley, or ten feet of a fire hydrant, or along arterials, planned collector streets, alleys or a vehicular access way to internal parking. **[Ord. 2005-002] [Ord. 2005 – 041]**

8. Plazas

Plazas are required to provide a focal point for pedestrians, and must meet the minimum standards of Table 3.F.4.D-53, Minimum Dimensions for Required Plazas, and the following: **[Ord. 2005-002] [Ord. 2005 – 041]**

Table 3.F.4.D - Minimum Dimensions for Required Plazas

	Minimum Size	Minimum Length	Minimum Width
Central Plaza	10,000 sf	120 feet	80 feet
Other Plazas	5,000 sf	60 feet	40 feet

a. Minimum Total Area

20,000 square feet or five percent of the gross development area within a TMD, whichever is greater, shall be used for public plazas or squares. **[Ord. 2005 – 002]**

b. Required Location

The central plaza shall front on a Main Street; other plazas shall be bounded by a street on at least one side. **[Ord. 2005-002] [Ord. 2005-041]**

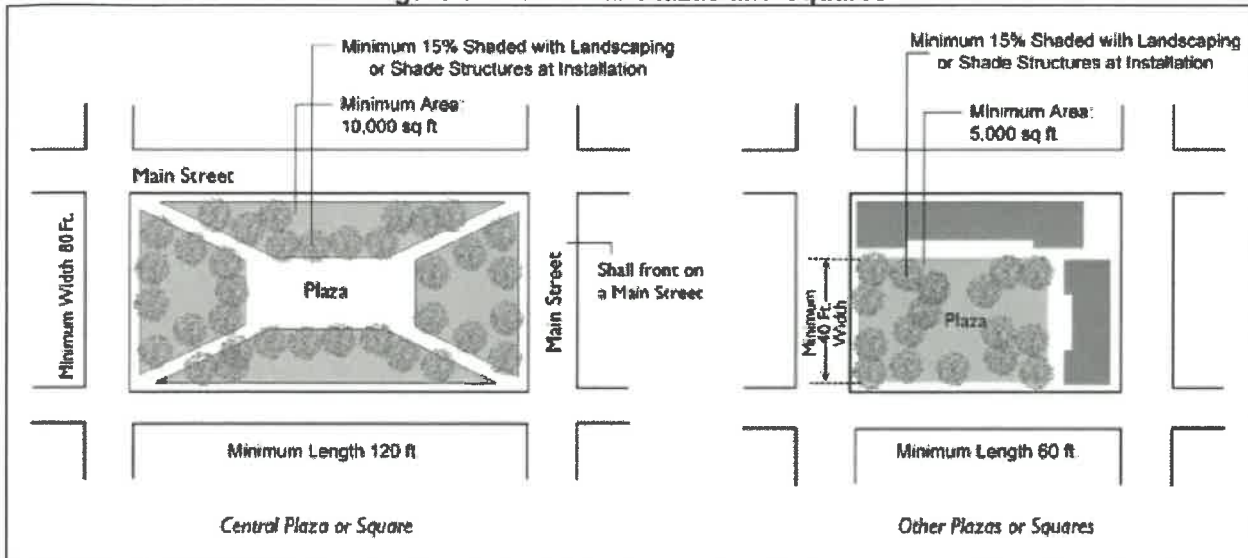
c. Required Landscaping and Pedestrian Amenities [Ord. 2005-041]

- 1) A minimum of 15 percent of each plaza shall be shaded by landscaping or shade structures, at time of installation. Landscaping shall provide a minimum of 50 percent of required shade. **[Ord. 2005-002] [Ord. 2005-041]**
- 2) A minimum of 40 percent of the overall plaza areas shall be pervious. **[Ord. 2005-002] [Ord. 2005-041]**
- 3) Each plaza must provide a minimum of one linear foot of seating for each 200 square feet of overall area. **[Ord. 2005-002] [Ord. 2005-041]**

d. Corner and Mid-Block Plaza Abutting Buildings

Wherever a plaza is bounded by buildings, the building frontages must conform to the standards for a Primary Frontage, including requirements for arcaded walkways and building see [Art. 3.F.4.D.4, Frontages and Residential PDRs](#). **[Ord. 2005-002] [Ord. 2005-041]**

Figure 3.F.4.D - TMD Plazas and Squares

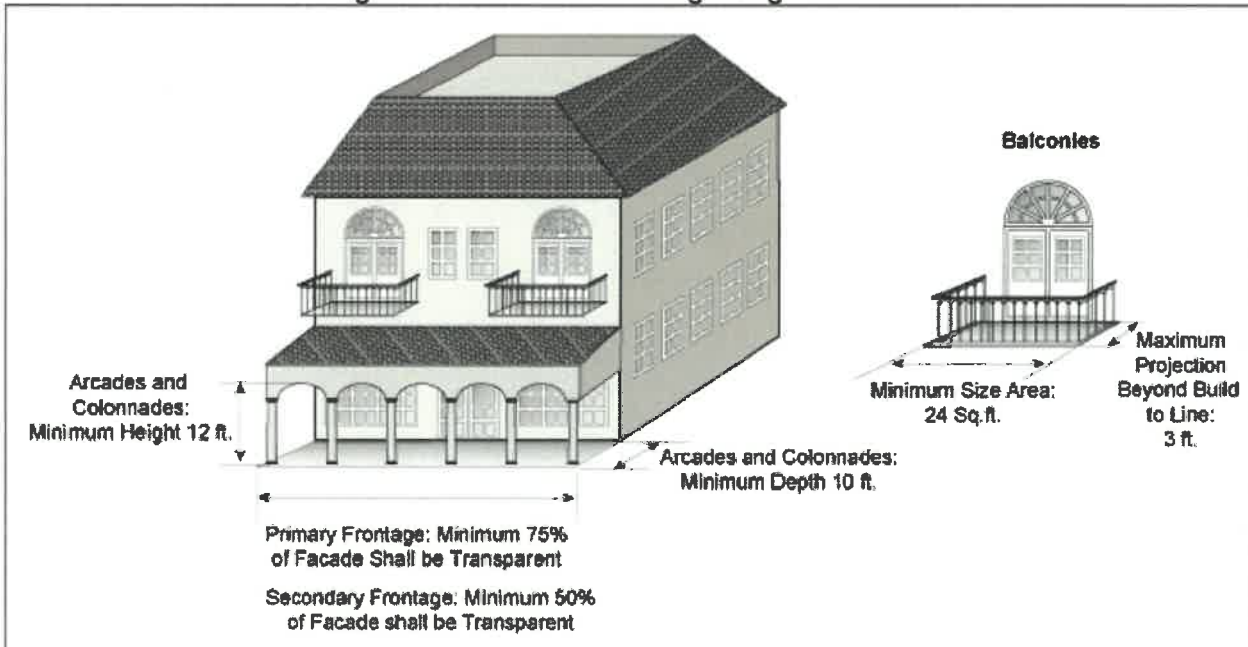


[Ord. 2005-002]

9. Building Design
a. Transparency

All commercial first story façades shall consist of transparent glass that provides views into a commercial use or window display. Calculation of transparency shall be pursuant to [Art. 1.C.4.K, Building Transparency](#). [Ord. 2005 – 002] [Ord. 2010-022]

Figure 3.F.4.D - TMD Building Design Standards



[Ord. 2005-002]

1) Percentage

- a) Primary Frontage – 60 percent. [Ord. 2010-022]
- b) Secondary Frontage – 50 percent. [Ord. 2010-022]
- c) Perimeter Frontage – 25 percent. [Ord. 2005 – 002] [Ord. 2010-022]

2) Exemption

Indoor movie or any type of theater shall be exempt from the Secondary and Perimeter Frontage transparency requirements. The minimum transparency requirement may be

reduced by up to 75 percent for medical offices and other similar uses that require privacy as determined by the Zoning Director, subject to the following: [Ord. 2010-022] [Ord. 2014-031]

- (a) Documentation that there is no interior layout options to maximize use of lobby, reception or other similar areas to attain required transparency; and, [Ord. 2014-031]
- (b) Use of architectural embellishment that provide the appearance of glazing commensurate with the reduction in required transparency. [Ord. 2010-022] [Ord. 2014-0313]

b. Balconies

Balconies may project beyond build-to lines, subject to the following standards: [Ord. 2005 – 002]

- 1) **Maximum Projection**
Three feet. [Ord. 2005 – 002]
- 2) **Maximum Size**
24 sq. ft. [Ord. 2005 – 002]

10. Phasing

a. Phasing

TMDs shall be subject to the phasing and time limitations in [Art. 3.F.1-H, Phasing and Platting](#), as well as [Art. 2.E, Monitoring](#). [Ord. 2005 – 002]

b. First Phase

The following elements shall be constructed before the issuance of the first CO: [Ord. 2005 – 002]

- 1) All plazas and squares located on required mainstreets, including required landscaping; [Ord. 2005 – 002]
- 2) Fifty percent of required primary frontage buildings located on required main streets. [Ord. 2005 – 002]
- 3) All main streets, including all sidewalks, landscaping and lighting required to service the above. [Ord. 2005 – 002]

E. Standards Applicable to AGR Tier

1. Minimum Site Area

25 acres, including preserve area. [Ord. 2005 – 002]

2. Maximum Development Area

40 percent of gross acreage. [Ord. 2005 – 002]

3. Minimum Retail and Commercial Floor Area

175,000 sq. ft. of commercial/civic uses (inclusive of work/live space). Of these, 125,000 sq. ft. shall be retail and office space. [Ord. 2005 – 002]

4. Maximum Retail and Commercial Floor Area

375,000 sq. ft. [Ord. 2005 – 002]

5. Maximum Floor Area Ratio FAR

1.0. [Ord. 2005 – 002]

6. Maximum Residential Density

One dwelling unit per acre. Residential density shall be transferred from the preserve area to the development area at a ratio of one to one. [Ord. 2005 – 002]

7. Permitted Locations

A TMD shall only be located within 1,320 feet of the intersections of Lyons Road and Boynton Beach Boulevard and Lyons Road and Atlantic Avenue, on a site with a CL FLU designation. A maximum of one TMD is allowed at each of these intersections. [Ord. 2005 – 002]

8. Preserve Area and Open Space Requirements

A TMD shall conform to Objective 1, [Art. 1.E, Prior Approvals](#), and the following additional requirements: [Ord. 2005 – 002]

a. Minimum Preserve Area

A minimum of 60 percent of the gross acreage, less roadways identified on the Thoroughfare Identification Map, shall be designated as preserve area. Rural parkway easements may be counted toward the preserve requirement. [Ord. 2005 – 002]

b. Location

The preserve area shall be contiguous with the TMD, or noncontiguous provided it has a common border with other land that is at least 150 acres and: [Ord. 2005 – 002]

- 1) In a Conservation district; [Ord. 2005 – 002]
- 2) Designated as an AGR preserve; or [Ord. 2005 – 002]

- 3) Has had development rights removed and is permanently restricted to useable open space or agricultural uses through a conservation easement or other legal instrument approved by the County Attorney's Office. [Ord. 2005 – 002]

c. Preserve Areas

An AGR preserve area shall comply with the requirements of [Art. 3.E.2.F.3, Preservation Area, Table 3.F.1.F, Traditional Development Permitted Use Schedule](#); Article 4.B., Supplementary Use Standards; all other development regulations that are applicable to the AGR Tier and proposed use(s); and policies under Objective 1.5 of the FLUE of the Plan. Nothing herein shall be misconstrued as requiring a Preserve Area to conform to [Article 3.F.4.D, Development Standards for all TMDs](#). [Ord. 2005 – 002] [Ord. 2006-004] [Ord. 2007-013]

9. Block Structure

a. Type II Waiver

An AGR TMD shall comply with [Art. 3.F.2.A.1.b, Block Structure](#), except for the provision below, unless waived through a Type II Waiver by the BCC upon the BCC determining that the block structure proposed is functionally equivalent for the purpose of [Art. 3.F.1.A.4](#), and [Art. 3.F.4.A Purpose](#). The Type II Waiver may be granted only upon the applicant's agreement to be bound by the block configuration of the site plan approved by the BCC. [Ord. 2005-002] [Ord. 2005041] [Ord. 2012-027]

b. AGR TMD Free Standing Structures

A maximum of ten percent of the overall allowable square footage of an AGR TMD may be permitted to be developed as free standing structures, provided that a minimum of one façade is developed according to the standards for primary or secondary frontage. Buildings developed under this provision shall not be required to have circulation on all four sides, nor be subject to continuity and separation requirements. [Ord. 2005 – 002]

10. Definition for Street

Streets for TMD may also include access aisles in a parking lot for Commercial blocks, only when located along the side or ear of a block; non-residential alleys; and, alleys in residential blocks, subject to the standards or [Art. 3.F.4.D.4.d.1 Multi-Family Alley Frontage Design Alternative](#). [Ord. 2005-041]

Section 5 Traditional Town Development (TTD)

A. Specific Purpose

The purpose of the TTD district is to:

1. Provide a framework for the coordinated development of compact, walkable neighborhoods with a well-developed traditional marketplace center and a mixture of office, open space and recreation, and civic uses serving local residents;
2. Ensure an interconnected street and pedestrian circulation network that serves the needs of pedestrian, vehicles, and other non-motorized forms of transportation and that functionally and physically integrates the various land use activities;
3. Provide for larger-scale community development that retains a strong neighborhood identity through a compatible scale of development, an identifiable center and edge, and well-defined public spaces for recreation and civic activities;
4. Accommodate optional development districts to provide additional employment opportunities and housing choices interconnected with traditional neighborhoods and within close proximity to the commercial, civic, and recreation and open space amenities of the traditional town; and
5. Make traditional towns compatible with the overall design objectives of the Plan and its MGTS.

B. Organization and Applicability

The requirements of this Section, [Article 3.F.1, General Provisions for TDDs](#), and [Article 3.F.2, General Standards](#), shall apply to all TTDs. In addition, the components of a TTD shall be subject to the following requirements:

1. Traditional Neighborhood Development (TND)

The requirements of [Article 3.F.3, Traditional Neighborhood Development \(TND\)](#) shall apply to residential pods in a TTD.

2. Traditional Marketplace Development (TMD)

The requirements of [Article 3.F.4, Traditional Marketplace Development \(TMD\)](#) shall apply to commercial pods in a TTD.

3. Residential Planned Unit Development (PUD)

A residential Planned Unit Development (PUD) may be included within a TTD, subject to the requirements of [Article 3.E.2. Planned Unit Development \(PUD\)](#) district.

4. Multiple Use Planned Development (MUPD)

A MUPD may be included within a TTD with a minimum of 320 acres, subject to the requirements for a Multiple Use Planned Development (MUPD) with an EDC FLU designation [**Ord. 2014-025**]

C. Uses

Uses allowed in a TTD district are listed in Table 3.F.1.F, Traditional Development Permitted Use Schedule, of this Article.

D. General Requirements

1. Thresholds

The minimum gross land area required for a TTD is 200 contiguous acres. [**Ord. 2006-004**]

2. Land Use Mix

TTDs shall consist of a balanced mix of land uses subject to the minimum land use allocations in Table 3.F.5.D, Traditional Town Development (TTD) Land Use Allocations.

Table 3.F.5.D - Traditional Town Development Land Use Allocations

	Allowable Gross Acreage (Percent of Total)	
	Minimum	Maximum
Traditional Neighborhoods (TND)	60	90
Traditional Marketplace (TMD)	10	25
Civic/Institutional1	-	20
Recreation & Open Space	-	25
Residential PUD	-	10
MUPD2	-	5
Notes:		
1. Regional-serving civic and institutional uses may be located outside a TND but may not be used to fulfill the Civic/Institutional requirements of a TND as established by Table 3.F.3.E-37, TND Land Use.		
2. Requires a TTD with a minimum of 320 acres.		

3. Connectivity

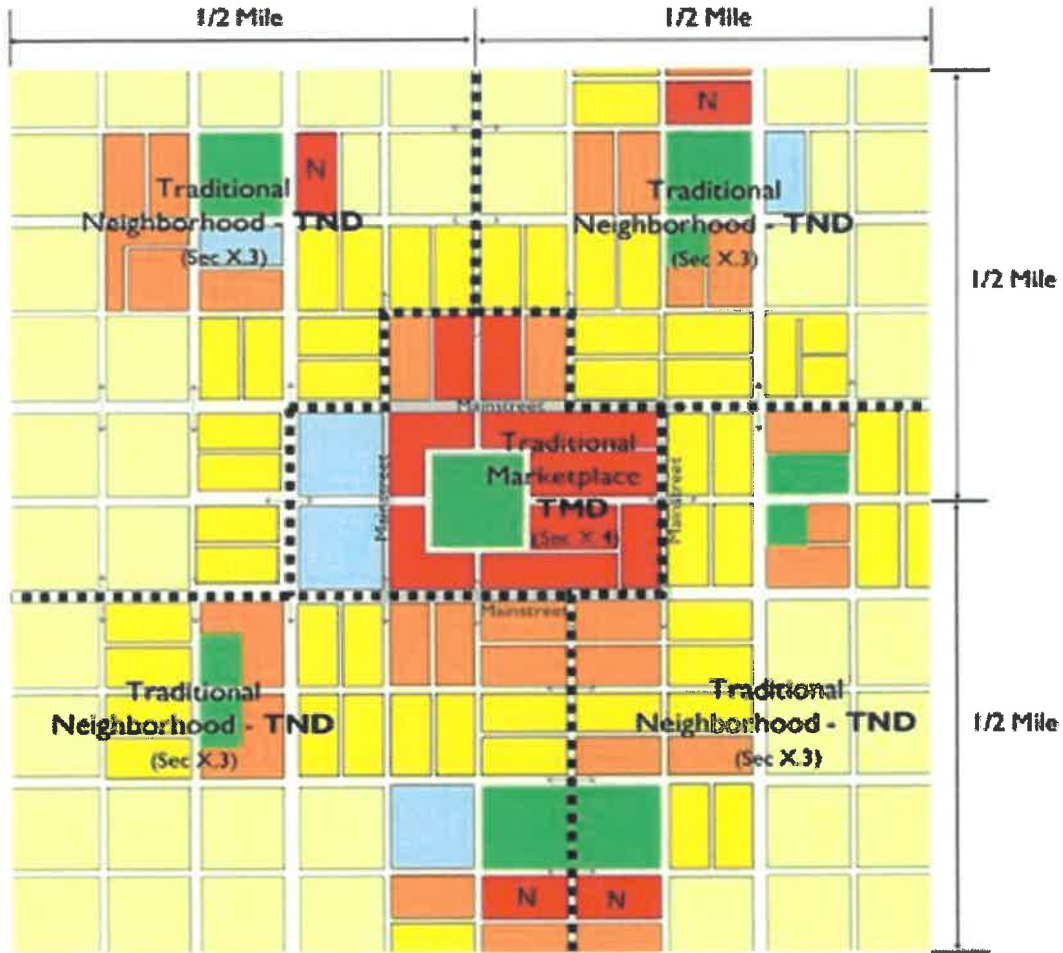
An interconnected network of streets, and sidewalks or pathways shall be provided that connects all pods within the TTD and to any adjacent thoroughfare roads.

4. Landscape Buffer

A minimum 50 foot wide Type 3 incompatibility buffer shall be provided around the perimeter of a TTD.

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**APPENDIX 3 - TRADITIONAL DEVELOPMENT PROTOTYPES EXAMPLE OF LAY OUT
MARKETPLACE, NEIGHBORHOODS, AND STREET NETWORK**



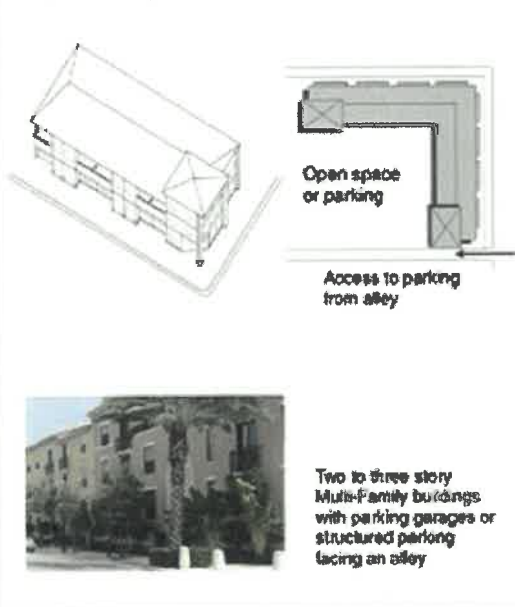
Traditional Town Development (Sec X.5)

- Residential (Primarily Single Family and Zero Lot Line)
- Residential (Mixed Building Types)
- Residential (Primarily Town Houses + Multi-Family Buildings)
- N Neighborhood Center
- Traditional Marketplace
- Civic / Institutional
- Plaza / Recreation / Open Space

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**APPENDIX 4 – TRADITIONAL NEIGHBORHOODS
EXAMPLE OF RESIDENTIAL DEVELOPMENTS**

Multi-Family

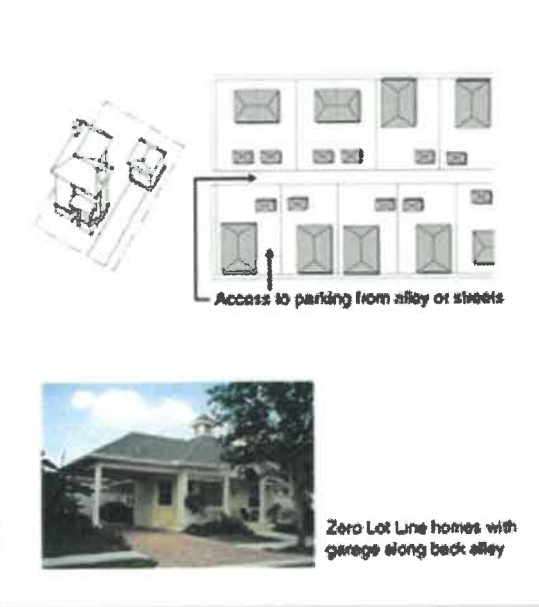


Open space or parking

Access to parking from alley

Two to three story Multi-Family buildings with parking garages or structured parking facing an alley

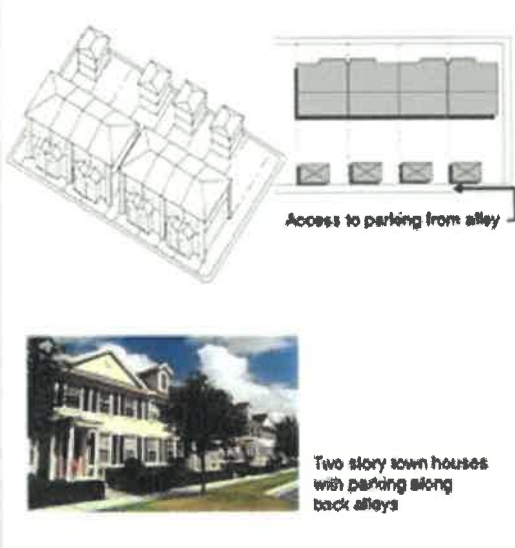
Zero Lot Line



Access to parking from alley or streets

Zero Lot Line homes with garage along back alley

Town House



Access to parking from alley

Two story town houses with parking along back alleys

Single - Family



Single-family detached houses with garage at side or rear

Amendment History:

[Ord. 2004-040; October 21, 2004] [Ord. 2004-051; November 24, 2004] [Ord. 2005-002; February 2, 2005] [Ord. 2005-041; September 1, 2005] [Ord. 2006-004; March 1, 2006] [Ord. 2006-013; June 27, 2006] [Ord. 2006-036; August 29, 2006] [Ord. 2006-055; December 1, 2006] [Ord. 2007-001; January 31, 2007] [Ord. 2008-003; January 30, 2008] [Ord. 2008-037; September 4, 2008] [Ord. 2009-040; October 28, 2009] [Ord. 2010-005; February 2, 2010] [Ord. 2010-009; April 2, 2010] [Ord. 2010-022, September 1, 2010] [Ord. 2011-001; February 4, 2011] [Ord. 2011-016; September 6, 2011] [Ord. 2012-003; February 1, 2012] [Ord. 2012-007; March 29, 2012] [Ord. 2012-027; August 31, 2012] [Ord. 2013-001; January 31, 2013] [Ord. 2013-021; August 30, 2013] [Ord. 2014-001; February 3, 2014] [Ord. 2014-025; September 3, 2014] [Ord. 2015-006; February 3, 2015] [Ord. 2014-031; July 7, 2015] [Ord. 2015-031; September 3, 2015] [Ord. 2015-047; December 4, 2015] [Ord. 2016-016; February 2, 2016] [Ord. 2016-020; March 24, 2016]

Fourteenth Order of Business



City of Westlake
Planning and Zoning Department
Staff Report – 12/26/2017

PETITION DESCRIPTION

DATE: December 26, 2017

PETITION NUMBER: TEXT-ULDC-2017-03 (*Ordinance 2018-6*)

APPLICANT: Cotleur & Hearing

OWNER: Minto PBLH, LLC

REQUEST: Amend the City of Westlake interim Unified Land Development Code (ULDC) to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods.

ANALYSIS

The subject application is a request for a text amendment to the City of Westlake's interim Unified Land Development Code (ULDC) to address regulatory and use provisions in **Articles 1, 3, and 4** as they relate to the following:

- Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods,
- Planned Unit Development (PUD) pods,
- Traditional Neighborhood Development (TND) pods, and
- Private Civic (PC) pods.

Text amendments are provided in ~~strikethrough~~ and underline format. Proposed modifications are included on the following six (6) ordinances and its exhibits:

- Ordinance 2018-1
- Ordinance 2018-2
- Ordinance 2018-3
- Ordinance 2018-4
- Ordinance 2018-5
- **Ordinance 2018-6**

The subject staff report will address Ordinance 2018-6.

Ordinance 2018-6

The applicant is requesting a text amendments to Article 4 to address use regulations for Place of Worship, Medical or Dental Office and Retail Sales, General. In addition, the Applicant has taken the opportunity to update references to "Palm Beach County," "BCC," "county," and prior ordinance references, which are no longer applicable.

Place of Worship

Article 4, note 29 refers to Place of Worship. The proposed language includes criteria to address location, access, and size. has requested places of worship greater than or equal to 15,000 square feet have frontage and access on an arterial or collector street, places of worship greater than 5,000 square feet and less than 15,000 square feet shall have frontage and access from an arterial, collector or local commercial street, and a place of worship less than 5,000 square feet, shall have frontage and access from a local residential street. *Proposed amendments are indicated on ~~strikethrough~~ and underline below:*

29. Place of Worship

Means a sanctuary which may include a retreat, convent, seminary or other similar use, owned or operated by a tax-exempt religious group that is used periodically, primarily or exclusively for religious worship, activities and related services. A place of worship may include collocated facilities that require additional approval, such as a day care, school, cemetery, or CLF.

a. Location

A Place of Worship shall be in compliance with one of the following:

- 1) A Place of Worship greater than or equal to 15,000 square feet, including accessory uses, shall have frontage on and access from an Arterial or Collector Street.*
- 2) A Place of Worship greater than or equal to 5,000 square feet and less than 15,000 square feet, including accessory uses, shall have frontage on and access from an Arterial, Collector or Local Commercial Street.*
- 3) A Place of Worship less than 5,000 square feet, including accessory uses, may have frontage on and access from a Local Residential Street.*

The applicant is also proposing the deletion of paragraphs 1, 2, 5, and 6, under "use limitations", removing the DRO Approval process, the accessory/collocated use provision, and the institutional designation permitting housing as an accessory use, and removing the reference to the AGR District.

Medical or Dental Office

Article 4, note 83 refers to Medical or Dental Office. The modifications to this note are the same as the definition changes made in Article 1. The modification to the definition of the term "Medical or Dental Office", which modification would permit "immediate and/or emergent" examinations and or treatment for patients where no overnight stays are permitted. *Proposed amendments are indicated on ~~strikethrough~~ and underline below:*

83. Medical or Dental Office

An establishment where patients, who are not lodged overnight, are admitted for immediate and/or emergency examination or treatment by persons practicing any form of healing or health-building services whether such persons be medical doctors, chiropractors, osteopaths, podiatrists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State of Florida

MUPD/EDC District

Article 4, note 114 refers to Retail Sales, General. The applicant has requested a modification to the “general retail sales” in the Mixed Use Planned Development (“MUPD”) district, and the Economic Development Center (“EDC”) districts, which would permit an approval by the DRO process for developments less than 2,500 square feet in size and approval by the City Council for developments in excess of 2,500 square feet. *Proposed amendments are indicated on ~~strikethrough~~ and underline below:*

MUPD / EDC District

In a MUPD/EDC district, general retail sales 2,500 SF in size or less shall be approved by the DRO. Tenants occupying a bay larger than 2,500 SF in size shall be a requested use and require approval from the City Council.

Staff reviewed the above requested text amendments and agrees with the proposed changes.

Please see attached Ordinance 2018-6 and Exhibit “A”.

DEC 06 2017



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Landscape Architects | Land Planners | Environmental Consultants

Received

City of Westlake ULDC Text Amendment

Justification Statement

December 5, 2017

Introduction

The subject application is a request for various text amendments to the City of Westlake Unified Land Development Code (ULDC). The purpose of the text amendments is to address regulatory and use provisions in Articles 1, 3, and 4 as they relate to the Economic Development Center (EDC)/Multiple Use Planned Development (MUPD) pods, Planned Unit Development (PUD) pods, Traditional Neighborhood Development (TND) pods, and Private Civic (PC) pods. All proposed modification as provided in the attached text amendment document in ~~striktthrough~~ and underline format.

ARTICLE 1 DEFINITIONS

The Applicant proposed to add one new definition and modify two existing definitions. A definition of **Density Transition Zone (DTZ)** has been added and the definitions for **Fitness Center** and **Medical and Dental Office** have been modified slightly.

The DTZ is referenced and identified on the approved Final Master Plan, but is not formally defined in the ULDC. In order to prevent any confusion relative to the application of the DTZ, the Applicant proposes that a definition be added to Section 1.1.2.A. This will provide clarity of the terminology, since it does not exist outside of the Westlake Development Order, as well as provide consistency of its application.

Density Transition Zone (DTZ) – *The land area of a TTD extending along the entire perimeter of the TTD as set forth on the Master Plan. Density within this zone shall be calculated using the total dwelling units within the DTZ divided by the total acreage of the land area within the total DTZ. (For example, if the perimeter of the TTD was 66,000 feet and there were 800 dwelling units located within 660' of the perimeter boundary, the density would be calculated as follows.*

$$DTZ = 66,000' \text{ perimeter} * 660' \text{ wide} = 43,560,000 \text{ SF}$$

$$DTZ = 1,000 \text{ AC}$$

$$\text{Density} = 800 \text{ du} / 1,000 \text{ AC}$$

$$\text{Density} = 0.8 \text{ du/ac}$$

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The *Fitness Center* definition (No. 22) has been modified to include “wellness services.” It is typical for fitness facilities to include wellness services, such as nutritional coaching, BMI exams, blood pressure tests, minor medical treatments for exercise injuries, flu shots, etc. The additional text will address this use more clearly for future applications.

The *Medical or Dental Office* definition (No. 32) has been modified to include “Immediate and/or emergent.” This addition will clarify the type of medical uses envisioned to be encompassed within the medical office category.

ARTICLE 3

PLANNED DEVELOPMENT DISTRICTS (PDDs) TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to the PDD section of Article 3 is to address revisions to the PDD Use Matrix table, PUD regulations, and TTD regulations. In addition, the Applicant has taken the opportunity to update references to “Palm Beach County,” “BCC,” “county,” and prior ordinance references, which are no longer applicable.

1. PDD Use Matrix

Table 3.E.1.B – PDD Use Matrix sets forth the permitted and prohibited uses for the EDC/MUPD pods within the City of Westlake. The vision for the EDC, as outlined in the current Future Land Use Element, is to accommodate employment opportunities, research parks, employment centers, and other ancillary uses to support the EDC uses. However, these types of uses are not fully reflected in Table 3.E.1.B. The uses currently prescribed in the table include heavy industrial uses. In order to foster the employment opportunities envisioned for this area of the City, the EDC pods must include opportunities for professional and medical offices, hospital or medical centers, assisted living facilities, universities, places of worship, financial institutions, personal services, etc. It is also appropriate to locate other business supporting uses in the EDC, such as a car wash, auto repair services, convenience stores with gas sales, restaurants, fitness, etc. The proposed amendments to Table 3.E.1.B – PDD Use Matrix are provided in the attached text amendment document in ~~striktthrough~~ and underline format.

2. PUD Regulations

The PUD provisions of Article 3 are designed to address stand-alone PUD’s which are typical of residential development in Palm Beach County. These typical PUD’s are self-contained and not part of a larger community design. The PUD pods within the City of Westlake are unique in that they are one component of a larger TTD framework. Therefore, it is appropriate to amend certain PUD code requirements within the ULDC to be reflective of this unique development pattern. The proposed amendments will bring clarity and consistency with how these regulations are applied within the Westlake TTD. The proposed amendments to PUD regulations are generally

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described below and are provided in the attached text amendment document in ~~striktthrough~~ and underline format.

Neighborhood Park

Section 3.E.2.B.2.c. of the City's ULDC requires a Neighborhood Park to be provided within the PUD pods as part of the Performance Standards. The Neighborhood Park requirement is above and beyond the Parks and Recreation requirement of 0.006 acres of recreation area per dwelling unit. The PUD section of the ULDC (Art. 3.E.2.E.3) requires that recreation areas comply with Art. 5.D. Article 5.D.2.B, *Community and Neighborhood Park Recreation Standards*, sets forth the standards for Neighborhood Parks. The size of the park is the equivalent of 2.5 acres per 1,000 people, based on 2.32 people per unit.

The Applicant is providing a large recreation amenity on Pod PC-1 that will contain water facilities, playgrounds, walking paths, sports courts, a clubhouse, etc. The amenities within Pod PC-1 will far exceed the recreational needs of the City. Smaller tot lots and passive open space areas will be provided within the residential areas as part of the required recreation acreage. Requiring a Neighborhood Park in addition to recreation areas within each pod will dilute the potential of the formal amenity facility in Pod PC-1. Therefore, the Applicant is requesting that the Neighborhood Park not be required for those pods in proximity to Pod PC-1 the ability to combine the Neighborhood Park requirement within the recreation acreage. In addition to Pod PC-1 there are four other private civic pods located throughout the City that will also provide neighborhood services and amenities to the community.

PUD Thresholds

Table 3.E.2.C of the City's ULDC requires a minimum of 40 percent open space within each PUD pod. The current ULDC is designed to address stand-alone PUD's which are not part of a larger community design. As part of the Development Order for Minto Westlake TTD, the Applicant is required to maintain a Natural Transect area of 55 percent. The Natural Transect, by design, maximizes open space outside of the pod boundaries. In order to provide for this significant amount of Natural Transect, the pod boundaries were reduced. The intent of the initial design was for the development to be concentrated within the pod boundaries, so the natural, open space areas could exist outside of the pod. This allows larger tracts of natural areas to be created, rather than small, less usable open space areas within the pods. Therefore, the proposed text amendment would establish an open space requirement of 27 percent within the PUD pod boundaries. As part of this amendment, the Applicant has also taken the opportunity to strike language related to the AGR district and Exurban/Rural transect, which are not applicable to the City of Westlake.

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3. TDD Regulations

Unlike most areas of the current ULDC, the TDD portion of Article 3 has never been implemented in a physical form within Palm Beach County. Therefore, the design provisions have never been tested and are not reflective of current traditional neighborhood trends in the marketplace. Therefore, it is appropriate to amend certain TDD code requirements within the ULDC to recognize industry standards for traditional communities and be reflective of current development patterns that have been field tested and proved successful. The proposed standards have been constructed throughout the State of Florida and have produced the intended results. The proposed amendments to TDD regulations are generally described below and are provided in the attached text amendment document in ~~striketrough~~ and underline format.

Traditional Development Permitted Use Schedule

Table 3.F.1.F of the City's ULDC sets forth the permitted uses within the TND and TMD pods. The Westlake Development Order outlines certain conditions of approval that are specific to Private Civic (PC) pods. Resolution 2014-1646, Private Civic, condition no. 1 requires all private civic pods to "follow the development regulations of a Traditional Neighborhood District and Neighborhood Center requirements." Therefore, there is a need to reflect the uses intended to occupy the PC pods in Table 3.F.1.F. The use schedule has been revised to include uses such as passive and public parks, outdoor entertainment, restaurants, and other supportive uses. References to Exurban/Rural tiers has been struck as well.

Block Dimensions

Table 3.F.2.A of the City's ULDC establishes minimum and maximum block standards for TND neighborhoods. Modifications to the block lengths and average perimeters are proposed to allow more flexibility in the neighborhood design. The current regulations would result in a significant increase in pavement and segregation of the home layouts. In addition, the adjusted block lengths will provide the ability to for more curvature in the streets, on-street parking, and street trees. The proposed amendments are based on street designs utilized in numerous traditional communities throughout Palm Beach County.

Street Design Standards

TABLE 3.F.2.A of the City's ULDC establishes standards for street cross-sections. To provide clarity, the Applicant is proposing to add "minimum" to the table's title. In the past, there have been instances where the design standards were applied as both maximum and minimum thresholds. It is the intent that the standards provided in the table be applied as minimum thresholds.

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It is the visions of the Applicant to produce streets that are appropriately scaled and comfortable to the City's future residents. The standards within Table 3.F.2.A are set up to produce much wider roadways that are inconsistent with sound neighborhood design. Narrower streets help to establish a sense of place, solicit lower traffic speeds, and create more integration with the development pods.

Parking

The current TDD code requires structured parking to be provided when the parking ratio exceeds 1 sp/250 sf. This ratio is proposed to reflect a ratio of 1 sp/200 sf, to avoid forcing medical users, who have higher parking ratios, to construct structured parking. Within the EDC/MUPD district, where medical uses are desired, this provision would be especially problematic. The structured parking thresholds should come into effect when excessive amounts of surface parking occur, not when the minimum parking standards required by code are being provided. This would create a significant barrier to entry.

TND Setback Standards

As discussed above, the PC pods are required to adhere to the Neighborhood Center provisions within the framework of the TND. The ULDC provisions for the Neighborhood Center are designed to accommodate small centers located within the TND pods. However, the Conceptual Plan and Final Master Plan for the City of Westlake reflect the co-location of these civic uses into pods outside of the TND pods, which the current ULDC did not anticipate. Therefore, revisions to the setback chart are necessary to create minimum setback standards, rather than maximum setbacks. The PC pods are smaller pods that do not meet the minimum sizes necessary to create effective streets and block structures that are needed to meet the building orientation and build-to line standards. The proposed amendments provide exceptions for PC pods from such requirements, which leaving opportunity for neighborhood centers to be provided within the TND pods in the future.

ARTICLE 4 USE REGULATIONS TEXT AMENDMENT

Purpose

The purpose of the requested text amendments to Article 4 is to address use regulations for **Place of Worship, Medical or Dental Office and Retail Sales, General**. In addition, the Applicant has taken the opportunity to update references to "Palm Beach County," "BCC," "county," and prior ordinance references, which are no longer applicable.

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Article 4, note 29 refers to **Place of Worship**. Recently, Palm Beach County amended Article 4 of the ULDC to address Places of Worship. The revised language included criteria to address location, access, and size.

Article 4, note 83 refers to **Medical or Dental Office**. The modifications to this note are the same as the definition changes made in Article 1. The change in Article 4 is simply to make the two Articles consistent.

Article 4, note 114 refers to **Retail Sales, General**. The additional language in the note establishes a square footage threshold for retail uses within the EDC/MUPD district of 2,500 square feet. This will help ensure that the types of retail uses locating within the EDC remain accessory to and supportive of employment uses. Tenants occupying more than 2,500 square feet will only be permitted as a requested use.

Conclusion

The proposed ULDC text amendment is consistent with the City's Comprehensive Plan. The Applicant looks forward to working with Staff to respond to any questions or issues that might arise as a result of your review.

ORDINANCE NO. 2018- 6**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, AMENDING THE CITY'S INTERIM LAND DEVELOPMENT CODE, ARTICLE 4, CHAPTER B, SUPPLEMENTARY USE STANDARDS, SECTION 1, USES, PROVIDING FOR CHANGES IN THE LOCATION, USE LIMITATION, AND DEVELOPMENT THRESHOLDS FOR PLACE OF WORSHIP, PROVIDING FOR A MODIFICATION OF THE USES PERMITTED IN MEDICAL OR DENTAL OFFICE AND PROVIDING FOR APPROVAL PROCESS FOR USE IN RETAIL SALES, GENERAL; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

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

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

WHEREAS, the Developer has requested review of a provision of the land development codes regarding the supplemental use standards utilized for place of worship developments within the City of Westlake, wherein the existing code provides frontage and access requirements, location of facilities and use limitations; and

WHEREAS, the Developer has requested places of worship greater than or equal to 15,000 square feet have frontage and access on an arterial or collector street, places of worship greater than 5,000 square feet and less than 15,000 square feet shall have frontage and access from an arterial, collector or local commercial street, and a place of worship less than 5,000 square feet, shall have frontage and access from a local residential street; and

WHEREAS, the Developer has requested the deletion of paragraphs 1, 2, 5, and 6, under "use limitations", removing the DRO Approval process, the accessory/collocated use provision, and the institutional designation permitting housing as an accessory use, and removing the reference to the AGR District; and

WHEREAS, the Developer has requested a modification to the definition of the term "Medical or Dental Office", which modification would permit "immediate and/or emergent" examinations and or treatment for patients where no overnight stays are permitted; and

WHEREAS, the Developer has requested a modification to the "general retail sales" in the Mixed Use Planned Development ("MUPD") district, and the Economic Development Center ("EDC") districts, which would permit an approval by the DRO process for developments less than 2,500 square feet in size and approval by the City Council for developments in excess of 2,500 square feet; and

WHEREAS, the Developer's requested changes to the City of Westlake's interim land development code are shown in underline for the additions to the code and strike through for the deletions to the code, as set forth in the attached Exhibit "A"; and

WHEREAS, the City of Westlake’s Planning and Zoning Board, sitting as the Local Planning Agency(LPA), had the opportunity to review the requested changes at a public hearing, and to make a recommendation to the City Council for the City of Westlake; and

WHEREAS, the staff for the City of Westlake has reviewed the request of the applicant and the, within Article 4, Chapter B, Supplementary Use Standards, Section 1, Uses, (29) Place of Worship, of the City’s interim land development code, which changes will allow for frontage and access for places of worship based upon square footage, removes references to housing as an accessory use in the institutional future land use designation, and removes references to the agricultural tier uses; and

WHEREAS, the staff for the City of Westlake has reviewed the request of the applicant and the, within Article 4, Chapter B, Supplementary Use Standards, Section 1, Uses, (83) Medical or Dental Office, of the City’s interim land development code, which changes will allow for immediate and/or emergent care services to be provided within the medical or dental office use categories; and

WHEREAS, the staff for the City of Westlake has reviewed the request of the applicant and the, within Article 4, Chapter B, Supplementary Use Standards, Section 1, Uses, (114) Retail Sales, General, which will allow for general retail sales of less than 2,500 square feet to be approved by the DRO, and for general retail sales in excess of 2,500 square feet to be approved by the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the City Council for the City of Westlake has found and determined that the adoption of the land development text amendment to Article 4, Chapter B, Supplementary Use Standards, Section 1, Uses, will preserve the public health, safety and welfare, enhance the value and character of the community and implement the interim adopted comprehensive plan.

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

- Section 1.** Incorporation: The above recitals are true and correct and are incorporated herein by this reference.

- Section 2.** Amendment: The City of Westlake hereby amends the interim Land Development Code, Article 4, Chapter B, Supplementary Use Standards, Section 1, Uses, as shown in underline and strikethrough format, in the Exhibit “A” attached hereto and incorporated herein, said amendments are applicable to the standards for “Place of Worship”, “Medical or Dental Office”, and “Retail Sales, General” within the jurisdictional boundaries of the City of Westlake.

- Section 3.** Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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

PASSED this _____ day of January, 2018, on first reading.

PASSED AND ADOPTED this _____ day of February, 2018, on second reading.

City of Westlake
Roger Manning, Mayor

Sandra DeMarco, City Clerk

City Attorney
Pam E. Booker, Esq.

Exhibit "A"
City of Westlake Amendment to Article 4, Chapter B, Supplemental Use Standards

ARTICLE 4

USE REGULATIONS

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ARTICLE 4

USE REGULATIONS

CHAPTER A USE CLASSIFICATION

Section 1 **General**

A. Use Matrix

Uses permitted by right, permitted subject to a Special Permit permitted by the DRO, or subject to conditional use approval in each standard district shall be determined in [Table 4.A.3.A, Use Matrix](#).

B. PDDs and TDDs

The use regulations for the Planned Development Districts, (PDDs) and Traditional Development Districts (TDDs) are specified in [Article 3.E, PLANNED DEVELOPMENT DISTRICTS \(PDDs\)](#) and [Article 3.F, TRADITIONAL DEVELOPMENT DISTRICTS \(TDDs\)](#).

C. Overlays

The use regulations within overlays shall be determined by the uses allowed in the underlying district and [Article 3.B, OVERLAYS](#).

D. Airport Zones

Uses in airport zones may be further restricted or subject to special regulations as specified in [Article 16, AIRPORT REGULATIONS](#).

E. District Specific Regulations

Special standards apply within certain districts as specified in this Article.

Section 2 **Definitions**

See [Art. 1.I, Definitions and Acronyms](#)

Section 3 **Use Matrix**

The list of uses in [Table 4.A.3.A, Use Matrix](#), is intended to classify uses on the basis of common functional characteristics and land use compatibility. Uses not specifically listed, but consistent with the definition of a listed use, may be so classified by the Executive Director of PZB pursuant to [Article 1.B, INTERPRETATION OF THE CODE](#).

A. Standard Use Matrix

[Table 4.A.3.A, Use Matrix](#), applies as follows:

1. Permitted

Uses identified with a "P" are permitted by right in the district, subject to the supplementary use standards indicated in the "Note" column and the other requirements of this Code.

2. DRO

Uses identified with a "D" or exceeding the thresholds of [Table 4.A.3.A, Threshold for Projects Requiring DRO Approval](#) are permitted subject to approval by the DRO in accordance with [Article 2.D, ADMINISTRATIVE PROCESS, \[Ord. 2005-002\]](#)

3. General Requirement

All site improvements shown on the site plan or subdivision plan shall be completed in accordance with the permit required by the affected regulatory agency and a CO obtained (if required), prior to utilization of the development order approved by the DRO.

4. Special Permit

Uses identified with an "S" are permitted in the district only if approved by the Zoning Director in accordance with [Article 2.D.2, Special Permit](#).

5. Class B Conditional Use

Uses identified with a "B" are permitted in the district only if approved by the ZC in accordance with [Article 2.B, PUBLIC HEARING PROCESS](#) - Class B conditional uses.

6. Class A Conditional Use

Uses identified with an "A" are permitted in the district only if approved by the BCC in accordance with [Article 2.B, PUBLIC HEARING PROCESS](#) - Class A conditional uses.

7. Prohibited Uses

- 4) Cemeteries owned and operated or dedicated by a Place of Worship prior to June 23, 1976. **[Ord. 2015-006]**
 - 5) A columbarium consisting of less than one-half acre which is collocated with a Place of Worship. **[Ord. 2015-006]**
 - 6) A mausoleum consisting of two acres or less which is collocated with a Place of Worship. **[Ord. 2015-006]**
 - 7) A columbarium consisting of five acres or less which is located on the main campus of a state university as defined in s. 1000.21(6). **[Ord. 2015-006]**
- c. RM District**
In the RM district, a cemetery may include a funeral home or a crematory subject to approval as a Class A Conditional Use, provided the use is restricted to those being interred within that cemetery. **[Ord. 2013-001]**
- d. Pet Cemetery**
A pet cemetery shall be permitted in the CG and IPF districts as a Class A Conditional Use. **[Ord. 2013-001]**
- 28. Chipping and Mulching**
An establishment using equipment designed to cut tree limbs, brush or wood construction debris into small pieces for use as mulch.
- a. Lot Size**
A minimum of five acres.
 - b. Setback**
A minimum of 500 feet from any property line abutting a residential district.
 - c. Accessory Uses**
Potting soil manufacturing may be allowed as an accessory use to chipping and mulching.
 - d. Access**
An access road for collection vehicles shall be provided to the entrance of the facility. Access from a local residential street shall be prohibited. Access from a local commercial street shall be prohibited where the street also serves residential uses. Access shall be restricted to specific entrances with gates that can be locked and that carry official notice that only authorized persons are allowed on the site. **[Ord. 2005 – 002]**
 - e. Storage**
Except in the AP district, outdoor storage of unprocessed material shall be limited to 45 days and the pile height of storage material shall be limited to 15 feet. Outdoor storage shall be set back a minimum of 25 feet from any property line or 50 feet from any property line abutting a residential district or use. Storage areas shall be screened from view, pursuant to [Article 5.B. ACCESSORY AND TEMPORARY USES](#).
 - f. Hours of Operation**
The hours of operation shall be limited to 9:00 a.m. to 5:00 p.m. Monday through Friday if within 1000 feet of a residential zoning district.
 - g. Supplemental Application Requirements**
 - 1) Site Plan**
A site plan illustrating how the operation functions including circulation routes and their locations, square footage, height and location of buildings, chipper and storage piles.
 - 2) Waste Volume**
An explanation of the quantity of waste to be received, expressed in cubic yards per day or tons per day.
 - 3) Dust Control**
A plan to address dust control in traffic, storage and processing areas. Dust control measures may include: additional setbacks, full or partial enclosure of chipper or grinder and watering or enclosing mulch piles.
 - h. AR/RSA**
May be permitted in the AR/RSA District with a SA FLU, subject to a Class A conditional use approval. **[Ord. 2005 – 002]**
- 29. Place of Worship**
Means a sanctuary which may include a retreat, convent, seminary or other similar use, owned or operated by a tax-exempt religious group that is used periodically, primarily or exclusively for religious worship, activities and related services. A place of worship may include collocated facilities that require additional approval, such as a day care, school, cemetery, or CLF. **[Ord. 2005-041]**
[Ord. 2006-013]

a. ~~Frontage and Access~~

~~A place of worship with collocated uses such as a day care, school, CLF, or cemetery, or, in excess of 15,000 square feet of GFA or 350 seats, including accessory uses, shall have frontage on and access from a collector or an arterial street. [Ord. 2006-013]~~

a. Location

A Place of Worship shall be in compliance with one of the following:

- 1) A Place of Worship greater than or equal to 15,000 square feet, including accessory uses, shall have frontage on and access from an Arterial or Collector Street.
- 2) A Place of Worship greater than or equal to 5,000 square feet and less than 15,000 square feet, including accessory uses, shall have frontage on and access from an Arterial, Collector or Local Commercial Street.
- 3) A Place of Worship less than 5,000 square feet, including accessory uses, may have frontage on and access from a Local Residential Street.

b. Use Limitations**1) ~~DRO Approval~~**

~~A place of worship not exceeding 3,000 square feet of GFA or 150 seats, including collocated or accessory uses, shall be permitted in the CN, CC, CG, UC or UI, MUPD, MXP, TMD districts, and a commercial pod in a PDD or TDD subject to DRO approval. [Ord. 2005-002] [Ord. 2006-013] [Ord. 2011-016]~~

2) ~~Accessory/Collocated Use~~

~~A place of worship not exceeding 3,000 square feet of GFA or 150 seats shall be permitted as an accessory use to an assembly, civic, educational or recreational use in any nonresidential district, except IL, IG or a PDD with an IND-FLU designation, subject to approval by the DRO. [Ord. 2006-013]~~

3) Temporary Sales

Temporary sales, such as rummage, bake, or seasonal sales, shall be permitted as an accessory use. Temporary sales greater than three consecutive days shall obtain a Special Permit for Temporary Retail Sales.

4) Limited Day Care

A limited day care shall be permitted as a collocated use to a place of worship ~~with a minimum of 3,000 square feet of GFA or 150 seats subject to DRO approval. [Ord. 2005-002] [Ord. 2006-013].~~

5) ~~INST~~

~~In the INST-FLU designation, affordable housing shall be permitted as an accessory use to a place of worship, subject to approval of a Class A conditional use. Such housing shall be requested and under the direct supervision of a sponsoring nonprofit organization or community based group, provided at below market rental rates, and not for resale. The number of units allowed shall be determined by the Planning Director based on a land use compatibility analysis of the surrounding area. [Ord. 2006-013]~~

6) ~~AGR District~~

~~The use shall be limited to that which serves the needs of farm workers or residents of the AGR Tier and shall not be located west of SR 7/US 441. [Ord. 2006-013]~~

30. College or University

An institution of higher learning offering undergraduate or graduate degrees, and including the buildings required for educational or support services, such as classrooms, laboratories, dormitories and the like.

31. Communication Towers, Commercial

Any tower whose principal use is to facilitate transmissions for AM/FM radio, television, microwave and cellular telephone transmission towers, antennae and accessory equipment and buildings. All tower and antennae types are subject to standards in [Article 4.C. COMMUNICATION TOWER, COMMERCIAL.](#)

a. Communication Panel Antennas, Commercial

Standards shall apply to commercial communication panels and antennas mounted on roofs, or attached to buildings or legal billboards.

b. Communication Cell Sites on Wheels (COWs)

A temporary facility utilized to ensure adequate telecommunications capacity during periods of high usage or during periods when traditional modes of communication are unavailable. COWs consist of a folding or telescoping monopole or guyed structure, with attached antenna, mounted on a trailer or truck.

32. Community Vegetable Garden

A plot of land used primarily as a vegetable garden which is cultivated and harvested by a group of residents from the surrounding area.

a. Accessory Structures

Accessory structures shall be limited to 400 square feet.

b. Setbacks

Accessory activities shall maintain a setback of five feet from all property lines adjacent to residential districts. Accessory structures shall meet the setbacks of the district.

c. Spraying

c. Flex Space

This use shall be allowed as a flex space component pursuant to the applicable approval process indicated in [Table 3.E.1.B – PDD Use Matrix](#), [Table 4.A.3.A – Use Matrix](#), and pursuant to [Article 5.B.1.C. Flex Space](#). [Ord. 2010-005]

82. Marine Facility

A commercial facility related to boating. Typical uses include boat docks, marinas, boatyards, yacht clubs, charter boat operations, and boatels. Any marine facility with five or more slips shall comply with the Boat Facility Siting Plan of the Palm Beach County Manatee Protection Plan. [Ord. 2009040]

a. Boatel Units

A boat used as a hotel or motel unit. The total number of units shall be prorated on the basis of one for using 1,000 square feet of dry land for each unit.

b. Setbacks

Dry storage of boats and other marina related uses may be setback zero feet from the water's edge.

83. Medical or Dental Office

An establishment where patients, who are not lodged overnight, are admitted for [immediate and/or emergency](#) examination or treatment by persons practicing any form of healing or health-building services whether such persons be medical doctors, chiropractors, osteopaths, podiatrists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State of Florida. [Ord. 2005 – 002] [Ord. 2010009] [Ord. 2011-001] [Ord. 2011-016]

a. CN District

May exceed 3,000 square feet of GFA if approved as a Class A conditional use.

b. Ambulatory Surgical Center

Ambulatory surgical centers licensed by the Florida Agency for Health Care Administration (AHCA), under the authority of F.S. Chapter 395, Part 1, and FAC Chapter 59A-5, limited to the provision of elective same day surgical care, where patients are ambulatory. [Ord. 2005-041]

1) Floor Area

- a) An ambulatory surgical center up to 10,000 square feet of GFA may be permitted subject to the approval process for a medical or dental office. [Ord. 2005-041]
- b) An ambulatory surgical center greater than 10,000 square feet of GFA is only permitted in developments with a CH FLU designation, subject to BCC approval as a Class A or Requested Use. [Ord. 2005-041]

2) Elective Surgical Care

Ambulatory surgical centers must not be designed to accept patients requiring emergency care, including the provision of ambulance drop off areas; however, ambulatory surgical centers may be permitted to incorporate ambulance loading zones and related emergency facilities necessary to address any complications that may arise during normal procedures, as required by AHCA or Florida Statute. [Ord. 2005-041]

c. INST FLU Designation

A medical or dental office may be permitted subject to DRO approval, within the boundaries of the following five site specific FLUA amendments: [Ord. 2011-001] [Ord. 2012-027]

- 1) SCA 2005-027, Linton/Jog Institutional, Ord. 2006-005; [Ord. 2012-027]
- 2) SCA 2008-015, Jog/Joe Delong Institutional, Ord. 2008-005; [Ord. 2012-027]
- 3) SCA 2009-002, Atlantic/Sims Medical Office, Ord. 2009-008; [Ord. 2012-027]
- 4) LGA 2010-014, Sues Institutional (Southern & Seminole Pratt and Whitney), Ord. 2010-031; and, [Ord. 2012-027]
- 5) LGA 2012-002, Agriculture Reserve Boynton Beach, Ord. 2012-017. [Ord. 2012-027]

84. Medical or Dental Laboratory

A facility for the construction or repair of prosthetic devices or medical testing exclusively on the written work order of a licensed member of the dental or medical profession and not for the public.

a. Flex Space

This use shall be allowed as a flex space component pursuant to the applicable approval process indicated in [Table 3.E.1.B – PDD Use Matrix](#), [Table 4.A.3.A – Use Matrix](#), and pursuant to [Article 5.B.1.C. Flex Space](#). [Ord. 2010-005]

85. Mobile Home Dwelling

The use of a lot or a unit for one mobile home.

a. Mobile Home

beverage license. The Special Permit shall be subject to the following restrictions: **[Ord. 2006-004]**

1) Accessory Use

Alcohol sales, service, and consumption shall not exceed 30 percent of receipts. An annual accounting of the restaurant receipts prepared by a Certified Public Accountant (CPA) shall be provided to the Zoning Division.

2) Kitchen

The restaurant shall have a full kitchen which shall remain open and serving full course meals while alcohol is being served.

3) Floor Area

A maximum of 30 percent of the floor area of the restaurant or number of seats, whichever is less, shall be devoted solely to alcohol sales.

4) Special Permit Renewal

The Special Permit shall be renewed annually.

b. Use Limitations and Approval Process

1) DRO Approval

a) CLO and CHO Districts; PDDs with a CLO or CHO FLU; TNDs NC

A Type II Restaurant less than 3,000 square feet of GFA per establishment including outdoor dining areas, may be approved by the DRO, provided the total of all Type II Restaurants do not exceed 30 percent of the GFA of the development. **[Ord. 2006-036] [Ord. 2007-013]**

b) CHO District; and PDDs with a CHO FLU

If contained in an office, hotel or motel structure that does not exceed 30 percent of the GFA of the structure, or 5,000 square feet, whichever is less, may be approved by the DRO. **[Ord. 2006-036] [Ord. 2007-013]**

c) CRE District; PDDs with a CL or CR FLU; PUD Commercial Pods and PIPD Commercial Use Zone

A Type II Restaurant less than 5,000 square feet of GFA per establishment, including outdoor dining areas, may be approved by the DRO. **[Ord. 2006-036] [Ord. 2007-013]**

2) Catering Service

Catering may be permitted as an accessory use to a restaurant. Except in the IL district, the use of three or more delivery or service vehicles shall require DRO approval. **[Ord. 2006-004] [Ord. 2006-036]**

3) Take Out Service

Take out service is permitted as an accessory use provided there are no vehicle take out windows that include exterior menu boards, queuing lanes or order service. **[Ord. 2006-004] [Ord. 2006-036]**

4) TND, TMD, and LCC Districts

Take out windows designed for vehicular use are prohibited unless located in the rear of a building, with access from an alley or the interior of a parking area, and covered by a canopy or the second story of a building. **[Ord. 2006-004] [Ord. 2006-036] [Ord. 2007-001] [Ord. 2010-005]**

112.Reserved for Future Use

113.Retail Sales, Auto Accessories and Parts

An establishment providing retail sales of auto accessories and parts.

a. Architecture

Stand alone or freestanding auto accessory and parts stores contiguous to a public street or residential zoning district shall comply with [Article 5.C. DESIGN STANDARDS](#).

b. Disposal of Motor Oil

Auto part stores shall provide an oil recycling drum or other device for the disposal of motor oil, as prescribed by the U.S. Environmental Protection Agency (EPA).

c. LCC District

Sales shall be limited to 3,000 square feet GFA provided that the use is not located in a freestanding building and shall not have outdoor storage or any installation of vehicle parts in the main streets or parking lots. **[Ord. 2010-005]**

114.Retail Sales, General

An establishment providing general retail sales or rental of goods, but excluding those uses specifically classified as another use type. Uses include typical retail stores such as clothing stores, bookstores, business machine sales, food and grocery stores (excluding convenience stores),

window tinting, marine supply sales (excluding boat sales), and pharmacies. Uses shall also include the sale of bulky goods such as household goods, lawn mowers, mopeds, motorcycles and golf carts. Retail establishments may include limited repair services for their products. For impact fee purposes, general retail also includes services such as entertainment, eating and drinking establishments, and personal services. **[Ord. 2011-016]**

a. TND District

In a Neighborhood Center, general retail sales shall not exceed 5,000 square feet of GFA per establishment (40,000 square feet for a food store or 20,000 square feet for a food store when the TND is developed as part of a TTD). In a multi-family building with more than 50 units, a "corner store" is allowed, provided it does not exceed 1,000 square feet and is integrated into the building and at a corner location.

b. TMD District

Shall not exceed 100,000 square feet of GFA per establishment in the U/S tier, 50,000 square feet of GFA per establishment in the Exurban and Rural tiers and 65,000 square feet of GFA in the AGR. A drive-thru facility for a drug store is allowed if located in the rear of a building. Access shall be from an alley, an interior parking area, or a street not designated as a Main Street. The drive-thru facility shall be covered by a canopy or the second story of a building.

~~**[Ord. 2005—002]**~~

c. MUPD / EDC District

In a MUPD/EDC district, general retail sales 2,500 SF in size or less shall be approved by the DRO. Tenants occupying a bay larger than 2,500 SF in size shall be a requested use and require approval from the City Council.

(This space intentionally left blank)

e.d. CN District

Shall be limited to a maximum of 3,000 square feet of GFA per use.

d. ~~LOSTO~~

~~Shall be limited to specialty shops selling merchandise such as hand-crafted items, nature books, prepackaged meals, snacks, and non-alcoholic beverages for consumption off the premises, hiking supplies such as backpacks and walking sticks, and outfitters renting equipment for recreational use including bicycles, skates, canoes, and kayaks and 3,000 square feet of total floor area shall be allowed subject to approval of a Special Permit.~~

e. Fireworks

The retail sale or storage of fireworks as a principal use in any commercial district is prohibited.

1) Exception

Temporary sale of sparklers, subject to a special permit.

f. ~~SR-7 EDO~~

~~Shall be prohibited as a principal use. [Ord. 2010-022]~~

g.f. Sale or Dispensing of Controlled Substances - Pharmacy

A pharmacy shall be subject to the following: [Ord. 2011-016]

- 1) No more than 15 percent of the total number of prescriptions filled within a thirty (30) day period can be derived from the sale of controlled substances that are identified in Schedule II in accordance with F.S. § 893.03 and as further amended by F.S. § 893.035, 893.0355, or 893.0356, as determined by audits or information provided through the Florida Department of Health or any other government agency having the legal right to view such records. [Ord. 2011-016]

115. Retail Sales, Mobile or Temporary

General retail sales without a fixed or permanent location.

a. General Requirements**1) Frontage**

Mobile or temporary retail sales shall front an arterial street.

2) Setbacks

Mobile or temporary retail sales shall comply with the setbacks of the district. The minimum setback from streets is 20 feet. Setbacks shall not be located in any safe sight triangle.

3) Insurance

Proof of liability insurance shall be submitted listing the BCC as additionally insured or certificate holder, paid in full covering the period for which the permit is issued, in the minimum amount of \$500,000 per occurrence.

4) Landscape

Mobile or temporary sales shall not be located in any landscape buffer.

5) Location Plan

An application for mobile or temporary sales shall submit a plan delineating location, parking and signage.

6) Warranty Deed

Submit a copy of the recorded warranty deed for the property.

b. Temporary Sales

Temporary sales shall be conducted without a fixed or permanent location. Typical uses include sparklers, as defined in F.S. §791.01, or special event sales, such as the sale of furniture, and seasonal sales regulating (e.g. Christmas trees, pumpkins) that may require a tent or temporary structure.

1) Districts

Limited to the CN, CC, CG, IPF, AGR, UC, UI, MUPD, or MXPD Zoning districts. [Ord. 2011-016]

2) AGR District

Temporary sales in the AGR district shall be limited to plants, pumpkins and Christmas trees.

3) Duration

Temporary sales shall not exceed 30 days in duration. Issuance of a Special Permit shall be limited to four times a year per parcel.

4) Tent

A maximum of one temporary tent or structure shall be allowed per parcel.

5) Sign

One on-site, non-illuminated freestanding sign shall be permitted. This sign shall not exceed 32 square feet in sign area, shall not exceed six feet in height from finished grade, and shall

be located at least five feet from all base building lines. The sign may remain on the site only for the approved duration of the temporary sale.

- 6) **Debris**
All debris shall be removed within 48 hours of expiration of the Special Permit and the property returned to its original condition.
- 7) **Storage**
Temporary storage trailers may be permitted in conjunction with temporary sales. Trailers shall not obstruct primary circulation routes and shall be parked the maximum extent possible from all buildings on or surrounding the site.

c. Special Provisions for Sparklers

Sale of sparklers shall comply with the following additional requirements:

- 1) **Seasonal Limitations**
Seasonal sales shall be limited to June 20 through July 5 and December 10 through January 2 of each year.
- 2) **CG and IL Districts**
Limited to the sale of sparklers only.
- 3) **Hours of Operation**
Hours of operation shall be limited from 7 a.m. to 11 p.m. daily.
- 4) **Electrical Service**
All electrical uses shall meet the requirements established by the PBC Chief Electrical Inspector and PBC Fire-Rescue Department.
- 5) **Supplemental Application Requirements**
The Special Permit application shall include the following information:
 - a) **Liability**
A hold harmless affidavit, which holds PBC harmless for any liability connected with the operation.
 - b) **Certification**
A certification of registration from the State Fire Marshal authorizing the sale of sparklers.
 - c) **Affidavit of Compliance**
A signed and notarized affidavit of compliance with the Approved List of Sparklers maintained by the State Fire Marshall. The affidavit shall be submitted affirming that only products on the State Fire Marshall's approved List of Sparklers and Novelty Items will be sold and that violation of the affidavit may result in an injunction.
- 6) **Documentation**
The applicant shall submit copies of State of Florida registration documents for any corporate or other business entity, evidence of registering any fictitious name to be used and driver's licenses for the applicant's authorized agents.

d. Mobile Sales [Ord. 2005 – 002]


Mobile sales shall be conducted from a portable stand, structure, or trailer which is removed each night. Mobile sales operations shall be limited to flowers and food products and shall:

- 1) **District**
Mobile sales shall be limited to the CC, CG, IL, PO, UC, UI, and MUPD Zoning districts.
[Ord. 2011-016]
- 2) **Location**
Mobile sales shall not be located in any required parking spaces nor in such a manner as to distract motor vehicle operators or promote, require or cause any vehicles to stop, stand or to park in violation of official traffic-control devices, including, but not limited to, signs, signals, and markings erected by authority of the County or State of Florida for the purpose of regulating, moving or guiding traffic. Mobile sales shall not be located in any driveway aisles or loading areas or interfere with on-site circulation.
- 3) **Adjacent Residential District**
Mobile sales shall be located a minimum of 300 feet from the property line of any existing residential use.
- 4) **Number**
Only one mobile sales vendor shall be permitted per parcel of land.
- 5) **Electric Service**
Electric service shall not be permitted.
- 6) **Hours of Operation**

Fifteenth Order of Business

MEMORANDUM

To: Mayor Roger Manning
City Council Members

From: Pam E. Booker, City Attorney 
Ken Cassel, City Manager

Date: December 6, 2017

Subject: Mandatory Solid Waste Collection

Attached please find an ordinance for the City of Westlake making collection of solid waste mandatory within the City of Westlake for residential collection. Commercial collection of solid waste is also mandatory. However, the roll-off collection services for site during construction are not mandatory and exclusive to the service provider. The current agreement provides for pick-up of residential solid waste two times per week. Yard vegetative waste shall be collected once per week. Residential recycling bins shall be provided and collected once per week.

The City of Westlake is currently under the Solid Waste Authority's agreement with Advanced Disposal Service Solid Waste Southeast, Inc., for providing solid waste services. A copy of the agreement is attached for your reference. The current agreement expires on September 30, 2018. The Solid Waste Authority has gone out for bids for the provision of services after the September 30, 2018, date. The next service provider contracts have not been awarded at this time. The City will have the option of entering into an interlocal agreement, a continuing services contract or to go out to bid for solid waste services after the September 30, 2018, date. At this time, management recommends continuing the service with the Solid Waste Authority.

The ordinance has been reviewed and approved by the City Manager and the City Attorney. We would recommend approval of the ordinance, which will come back for second reading on January 8, 2018. Should you have any questions, please do not hesitate to contact me at (772) 971-8676.

December 11, 2017 1st Reading

January 8, 2018 2nd Reading

ORDINANCE NO. 2017-7

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. **Authority:**

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

Section 4. **Definitions:**

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

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

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

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

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

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

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

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

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

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

Section 7. Prohibited Activities:

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

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

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

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

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

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

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

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

Section 13: Severability: Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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

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

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

City of Westlake
Roger Manning, Mayor

Sandra DeMarco, City Clerk

Pam E. Booker, City Attorney



Solid Waste Authority of Palm Beach County
7501 North Jog Rd, West Palm Beach, FL 33412

**SOLID WASTE AND RECYCLING
COLLECTION FRANCHISE AGREEMENT**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

**ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC.**

FOR

SERVICE AREA 2

AGREEMENT NO. 14-203

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Solid Waste and Recycling Collection Franchise Agreement Service Area 2

This Agreement is hereby made and entered into this 21st day of February, 2013, between **Solid Waste Authority of Palm Beach County**, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and **Advanced Disposal Services Solid Waste Southeast, Inc.** (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning **October 1, 2013**, and expiring **September 30, 2018**.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.
- D. Business Days** shall mean Monday through Saturday, except for Holidays.
- E. Collection** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.
- F. Commercial Recycling Collection Service** shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.



- G. Commercial Single Stream Recycling Collection Service** shall mean the practice of collecting Source Separated Recovered Materials generated by commercial establishments in a commingled form without separating the fiber from the other materials as is required under Dual Stream Collection.
- H. Commercial Solid Waste** shall include Solid Waste that is not Residential Solid Waste, but for the purposes of this Agreement shall exclude commercial Vegetative Waste, the collection of which is not exclusive to the Contractor.
- I. Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- J. Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- K. Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- L. Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- M. Containerized Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recovered Materials, and which also receive Residential Collection Service for Solid Waste, and the delivery of those Recovered Materials to the Recovered Materials Processing Facility or designated Authority transfer station.
- N. Containerized Residential Solid Waste Collection Service** shall mean Solid Waste collection service of all Dwelling Units whose Garbage, Trash or Bulk Trash is collected by means of a central or shared Container and not by means of a Garbage Can.
- O. Contract** shall mean this Agreement.
- P. Contractor** shall mean that person or entity identified as such in the first paragraph of this Agreement that has entered into this Agreement to provide the services described herein for the Service Area.



- Q. Contract Administrator** shall mean the person designated by the Authority who shall act as the Authority's representative during the term of this Agreement.
- R. County** shall mean Palm Beach County.
- S. Curbside Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Authority, and the delivery of those Recovered Materials to the Authority Recovered Materials Processing Facility or designated Authority transfer station.
- T. Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected by means of a Garbage Can at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.
- U. Designated Facility** shall mean an Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.
- V. Dual Stream Recycling Collection** shall mean the practice of collecting Recovered Materials in two separate containers, one for fiber and one for commingled containers and other materials accepted in the Authority's recycling program.
- W. Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.
- X. Fiscal Year** shall mean the period starting on October 1 of a given year and ending September 30 of the following year during this Agreement.
- Y. Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.
- Z. Garbage Can** shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight, unless a Contractor implements (with written authorization from the Contract Administrator or his designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the Authority.



- AA. Hazardous Waste** shall mean Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- BB. Hotel or Motel** shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2011), or its successor law.
- CC. Land Clearing** shall mean the removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.
- DD. Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- EE. Peak Times** shall mean the period beginning on November 1 of a given year and ending on April 30 of the following year, unless otherwise specified by the Authority.
- FF. Public Awareness Program** shall mean that program developed by the Authority to inform and encourage residential and commercial collection customers to use all Collection services offered by the Authority through the Agreement. It shall also mean information concerning level of service and changes in scope of service.
- GG. Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal, including but not limited to landfilling, placement upon the land or in the water, or combustion. The materials currently designated by the Authority for Residential Recycling Collection Service and Commercial Recycling Collection Service are newspapers (including inserts); magazines; catalogs; phone books; mixed paper, aluminum cans, foil, and pans; plastic containers #1 - #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; kraft bags; and steel and ferrous cans.



- HH. Recovered Materials Processing Facility (RMPF)** shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recovered Materials, plus other items authorized by the Authority, for sale, as specifically designated by the Contract Administrator, in writing.
- II. Recycling Container** shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.
- JJ. Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- KK. Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.
- LL. Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.
- MM. Roll-off Collection Service** shall mean the Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source, including the Contractor, for the purpose of recycling the C&D material, if, and only if, they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor. Roll-off collection Service also includes the collection of commercial vegetative waste.
- NN. Service Area** shall mean that portion of the unincorporated area of the County as described in Exhibit I, for which Contractor has been granted an exclusive franchise.
- OO. Sludge** shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- PP. Solid Waste** shall mean Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.



- QQ. Solid Waste Authority Disposal Facility** shall mean place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County.
- RR. Source Separated** shall mean that Recovered Materials are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles and rubber.
- SS. Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit II.
- TT. Special Waste** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.
- UU. Trash** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.
- VV. Force Majeure** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, or sabotage.
- WW. Vegetative Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.



- 3. SERVICES PROVIDED BY CONTRACTOR:** The Contractor shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the Authority or its designee.

Roll-off Collection Services shall not be exclusive to the Contractor. Collection of commercial Vegetative Waste shall not be exclusive to the Contractor. Collection of commercial Recovered Materials shall not be exclusive to the Contractor. Notwithstanding any other provision of this Agreement, collection of Solid Waste contained in roll-off containers excluded from Roll-off Collection Services for businesses in the Service Area is exclusive to the Contractor.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Authority, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.

The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling haulers collecting Source Separated Recovered Materials from commercial customers in the Service Area.

4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:

- A. Curbside Residential Solid Waste and Vegetative Waste Collection Services:** The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4A and shall continue until such time as the Contract is terminated. Whereas the Contractor is providing Solid Waste and Vegetative Waste Collection Service on behalf of the Authority, all Solid Waste and Vegetative Waste collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to a Designated Facility. Solid Waste collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those provided for under Federal, State and local laws, regulations and rules, including any rules of the Authority, this Agreement prevails.

- 1. Conditions and Frequency of Service:** All Curbside Residential Solid Waste and Vegetative Waste properly containerized in Garbage Cans or



otherwise prepared for collection as dictated by this Agreement shall be collected by the Contractor.

All Curbside Residential Solid Waste Collection Service, with the exception of the holidays identified in Section 7, shall be provided twice per week, unless options of service (Exhibit II) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Missed Saturday Residential Solid Waste and Vegetative Waste must be collected by 10:00 a.m. on the following Monday.

All Vegetative Waste up to six (6) cubic yards placed at an accessible pick-up location shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If the customer has moderately commingled Residential Solid Waste and Vegetative Waste, the Contractor shall separate the Residential Solid Waste from the Vegetative Waste and collect the materials separately. If, due to the extent of commingling, separating the Vegetative Waste from the Residential Solid Waste is impractical, the Contractor shall tag the pile with an Authority provided tag, and is not required to collect the commingled material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor or any other private hauler to collect the non-conforming material. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Authority by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Vegetative Waste shall be collected one time per week on one of the two scheduled route days. The Contractor shall not be required to collect more than six (6) cubic yards of Vegetative Waste per dwelling unit per week. In the event that more than six (6) cubic yards is placed at the curb by the customer, the Contractor shall collect a minimum of six (6) cubic yards and tag the remaining pile with an Authority provided tag. The Contractor shall at a minimum return on each subsequent regular Vegetative Waste collection day and collect six (6) cubic yards until the pile is gone, however nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

With the exception of palm fronds, tree branches and Christmas trees, The Contractor shall have a reliable expectation that all Vegetative Waste will be bagged or containerized, and that each container, when filled, will not exceed 50 pounds in weight or 50 gallons in capacity. The Contractor shall have a reliable expectation that branches will not exceed 6 feet in length or 50 pounds in weight, that there is no length limitation on palm fronds, and that Christmas trees will be presented whole or in sections that in either case shall not exceed 8 ft in length or 50 pounds in weight. In the event that



Vegetative Waste is not presented as stated in this paragraph, the Contractor shall tag the pile with an Authority provided tag, and is not required to collect the non-conforming material until the first regularly scheduled collection day after the customer has properly presented the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings and other like structures or debris generated by major remodeling/construction projects. Contractor is required to collect a maximum of two (2) cubic yards of C&D per collection day per dwelling unit. In the event that the customer places more than two (2) cubic yards of C&D for Collection, the Contractor shall collect two (2) cubic yards of C&D and shall tag the remaining pile with an Authority provided tag. The Contractor shall at a minimum return on each subsequent regular Solid Waste collection day and collect a minimum of two (2) cubic yards until the pile is gone, however nothing shall preclude the Contractor from collecting the C&D sooner. Small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container. There shall be no weight limit for any item of Bulk Trash.

In the event Bulk Trash contains Chloroflorocarbons (CFC's), the Contractor shall collect the Bulk Trash item separately in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County.

- 2. Accessibility:** Contractor shall collect all Residential Solid Waste and Vegetative Waste placed Curbside where the edge of the waste is within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, if the edge of all Residential Solid Waste and Vegetative Waste to be collected is within two (2) feet of the sidewalk, the Contractor shall be required to collect it.

In the event there is no other accessible location available to the customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, the Contract Administrator to approve an alternate Collection location. Contract Administrator's decision regarding the approval of a suitable alternate Collection location shall be final.



For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County or special district, or a road on private property for which an easement has been granted to the public and when such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is so certified by the Contract Administrator, or the residential structure is located in such a manner as to prevent access to the Residential Solid Waste by the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event the customer and the Contractor cannot agree on an alternative location the Contract Administrator shall designate the alternative location, and the Contract Administrator's decision shall be final. Regardless of any accommodation made pursuant to the facts described in this paragraph, Vegetative Waste must continue to be placed curbside.

Except in the case described in the previous paragraph, if the customer requests Special Services, such as back door service, these services shall be billed directly to the customer by the Contractor in accordance with Exhibit II. In the event that a Special Service request is not listed in Exhibit II, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Contract Administrator shall determine the cost, and such determination shall be final.

B. Containerized Residential Solid Waste Collection Services: The initial Containerized Residential Collection Service provided by this Agreement shall be as set forth in this Section 4B and shall continue until such time as the Contract is terminated.

1. Conditions and Frequency of Service: The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. A minimum of once per week service is required of all customers, or such other minimum frequency as provided by law. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive once a week service during off-Peak Times of the year and up to three times per week Collection service during Peak Times, as required, at no additional cost to the customer as long as the average is two times per week on an annual basis. The size and location of the Container and frequency of collection (more than the minimum of once per week) shall be determined by the Contractor and the residential complex in accordance with this Agreement. However, size and frequency shall be sufficient to provide that no Residential Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the



amount of waste generated by the customer. In the case of an unresolved dispute, the Contract Administrator shall resolve such issue. The Contractor shall be paid the appropriate containerized unit collection rate in accordance with Exhibit II. Any service requested by the residential complex above three times per week or greater than the two times per week annual average, with the exception of Bulk Trash collection, shall be paid in accordance with the "commercial solid waste collection" rates in Exhibit II.

The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator, whose determination shall be final. In the event Bulk Trash contains Chlorofluorocarbons, (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical containers (e.g., Garbage Can(s)) may be utilized.

The Contractor shall provide Containers at the approved rental rates as necessary. Commercial Container rental rates, terms, and provisions contained in the Agreement shall also apply to Containers rented for residential service. Customers may own their Container(s) provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

The Contractor shall collect all Residential Solid Waste placed in a Container or alternate non-mechanical container, and shall not be required to collect Residential Solid Waste that is not so placed. The Contractor has a reliable expectation that Vegetative Waste will not be commingled with Garbage. Where alternate non-mechanical containers (e.g., Garbage Can(s)) are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

All Containers and Compactors provided by the Contractor shall be in good condition. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case



basis, within 24 hours of notification, sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. Contractor may charge the customer for any Container rental in accordance with the rates set forth in Exhibit II. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The Contractor shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition.

3. **Service Interruption:** The Contractor may not stop service to a residential containerized customer for non-payment of fees for Container rental or special services without notification by certified letter to the Contract Administrator or his designee and the customer at which time the Contract Administrator shall have five (5) Business Days following receipt of such notice to investigate and respond.

C. **Commercial Solid Waste Collection Service:** The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of once a week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor Container shall have the ability to receive service on an on-call basis provided the roll-off Compactor is free from leaks or spillage. Permanent roll-off and Compactor Containers must be collected within 24 hours of customer request. There shall be no odor at any time emanating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Authority proves the roll-off Compactor violates any of the above criteria, the Contract Administrator will determine the frequency of service. The size of the Container and the frequency of collection shall be determined between the customer and the Contractor. However size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.
2. **Method of Collecting:** Service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, alternate non-mechanical containers may be utilized (e.g., Garbage Can(s)). Commercial small waste generators who generate less than one (1) cubic yard per week may use up to three (3) Garbage Cans, and shall be charged the monthly rate, as set out in Exhibit II.

The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely



responsible for its proper maintenance. Such customer provided Containers shall be of a type that can be serviced by the Contractor's equipment. All Commercial Solid Waste shall be placed in a Container, Compactor or acceptable other Garbage Can. Vegetative Waste shall not be commingled with Garbage. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container and any other labeling as may be required by Authority rule. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. The Contractor may charge the customer in accordance with the rates set forth in Exhibit II.

In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service until the Compactor is repaired or replaced. The Contractor may charge the customer for collection and disposal only in accordance with rates set forth in Exhibit II.

3. Level, Type and Disclosure of Rates for Commercial Collection and Other Services:

- a. **Commercial Collection Service:** The Contractor shall only charge rates as set out in Exhibit II or as otherwise allowed by this Agreement. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner using the Level of Service form included in Exhibit II. However, upon failure of the parties to reach such an agreement, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in



Exhibit II. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, Special Service(s) fees and Container rental charges except as otherwise provided in this Agreement.

- b. **Disclosure:** By October 1st of each year of this Agreement, the Contractor shall provide the customer an annual disclosure statement which may be placed either directly on the billing statement generated by the Contractor's billing system or on a separate cover letter included with the billing statement, and provide a Level of Service form as provided in Exhibit II. Contractor shall send a commercial customer list to the Authority as well as a master copy of the disclosure statement which includes the following language:

"REGULATION BY THE SOLID WASTE AUTHORITY"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Service Agreement are regulated by a franchise granted by the Solid Waste Authority of Palm Beach County. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Contract Administrator at 1-866-792-4636.

"COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the rental rate as approved by the Authority. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at no cost to the customer or the Authority.

"SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates are fixed by the Solid Waste Authority. A copy of these rates can be obtained from the Contractor or Contract Administrator.

The "RATES FOR SERVICES" statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recovered Materials, DISPOSAL based on a cost per cubic yard; CONTAINER RENTAL expressed in a monthly flat rate based on the size of the Container; and the cost



per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid waste and recycling collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

- D. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service at rates not to exceed those initially set out in Exhibit II as adjusted in subsequent years in accordance with Section 6 and Exhibit III. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
- E. Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. Routes and Schedules:** The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

Proposed route or schedule changes in Service Area 3 located south of the L-32 Canal affecting dwelling units currently serviced on Monday and Thursday or Tuesday and Friday that would result in Saturday services will not be approved. If the Contractor desires to make subsequent changes in the curbside collection service routes or schedules that will result in a benefit to the community, a written request shall be made to the Contract Administrator not less than 60 days prior to the requested date of change. Such request shall include the proposed location and details of the route or schedule change, and the reason for change.

The Contract Administrator shall review requested day or starting point change(s) to routes and approve or deny the request(s) within 10 Business Days. The Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, the Contractor shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Authority. Notification of day or starting point changes to routes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Authority



and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. The Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

- 5. RECYCLING COLLECTION SERVICE:** The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The Authority or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the Authority or its designee. Unless otherwise provided for in this Agreement, all Recovered Materials collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to the Authority's Recovered Materials Processing Facility or an Authority transfer station, or other facility designated in writing by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall retain the right to continue to provide Commercial Recycling Collection Service to contractor's existing Commercial Recycling Collection Service customers in the Service Area, including the delivery of said materials to facilities not designated by the Authority, under agreements effective and in place as of the date of award of the franchise governed by this Agreement for the term of said agreements. Unless specifically provided to the contrary herein, Contractor shall not compete with the Authority for Recovered Materials within the Franchise area. Recovered Materials collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those in Federal, State and local laws, regulations and rules, including rules of the Authority, this Agreement prevails. Contractor shall, upon request of the Authority, provide Authority with a list of all Commercial Recycling Collection Service customers in the Service Area as of the effective date of this Agreement, which list shall include the expiration date for each such customer.

- A. Curbside Residential Recycling Collection Services** will be governed by the following terms and conditions:

- 1. Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week, unless otherwise specified by the Authority, on a scheduled route basis which shall coincide with one of the two regularly scheduled solid waste collection pick-up days.



Recovered Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place in a solid waste collection vehicle or Garbage Can. Commingling of Solid Waste with Recovered Materials shall be subject to assessments as set forth in this Agreement. Recovered Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials. Said vehicle shall contain signage designating the vehicle as such and include the Authority's toll-free new bin telephone number.

2. **Accessibility for and Manner of Curbside Recycling Collection:** Contractor shall collect all Recovered Materials placed in a Recycling Container or paper bag and additionally cardboard and/or paper bags, which may be placed beside the container, when any edge of said Recovered Materials is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, paper bags, bundles, or flattened cardboard, as the customer sets out. Cardboard and/or paper bags shall be collected if placed next to, or inside, the Recycling Container(s). Where the resident is physically unable to deliver Recovered Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to prevent access to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.
3. **Recycling Containers:** The Contractor shall ensure distribution of Recycling Containers as supplied by the Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Authority. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

B. Containerized Residential Recycling Collection Services will be governed by the following terms and conditions:

1. **Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Recycling Service to Dwelling Units as are designated by the Authority that are located in the Service Area. Containerized Residential Recycling Service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below, and up to twice a week as necessary during Peak Times of the year.



- 2. Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recovered Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recovered Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple unit residential complex or development being serviced) and the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. If there is a large amount of cardboard placed outside of the Container (i.e., in the case of a 101 gallon Container), an alternate, larger Container shall be provided, upon agreement by the customer and the Authority. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.

- C. Commercial Recycling Collection Service:** The Contractor shall provide Commercial Recycling Collection Services on behalf of the Authority for any business in the Service Area where the Authority has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.

- 1. Conditions and Frequency of Services:** The Contractor shall provide Commercial Recycling Collection Services to all businesses or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recovered Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recovered Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recovered Materials generated by the customer. The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. Compactors may be obtained by customers from any source provided that such Compactor be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the Recovered Material without spillage. All Commercial Recovered Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. All Containers and Compactors provided by the Contractor shall be clearly labeled to indicate they hold Recovered Materials only.



Recovered Materials shall not be commingled with other solid waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place them in a Solid Waste collection vehicle. Commingling of Recovered Materials with Solid Waste shall subject the Contractor to assessments as set forth in this Agreement. Recovered Materials set out for collection by customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials and shall be delivered to a facility designated by the Authority. Said vehicle shall contain signage designating vehicle as such and include the Authority's toll-free new bin telephone number (1-866-639-2467).

Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

2. **Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit II. The Contractor will be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement.
 3. **Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recovered Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a Recovered Materials dealer or other person or entity properly registered to engage in the Recovered Materials business in Palm Beach County, whether for profit or nonprofit, from accepting and transporting commercially generated, Source Separated Recovered Materials from such commercial generator, provided however, that such activities are subject to applicable State and local laws, regulations and rules, including rules of the Authority, and provided that the transporter reports such information to the Authority in accordance with applicable State and local laws and rules, including rules of the Authority.
- D. **Authority Public Drop-off Recycling Collection Services:** The Contractor shall provide Public Drop-off Recycling Collection Services to all Authority Public Drop-off Locations within the unincorporated and municipal areas of the Service Area at the approved Commercial Recycling Collection Service collection rate set out in



Exhibit II as may be adjusted in accordance with Section 6 and Exhibit III. The Authority will provide the containers. The frequency of collection shall be sufficient to provide that no Recovered Materials need be placed outside the Container and shall be determined by the Authority. The Contract Administrator or his designee will establish the number of Containers to be collected and frequency of collection as defined in Exhibit VII. The Authority has the right to add or remove up to five (5) containers annually and/or increase or decrease service as deemed necessary.

The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times. Public Drop-off Commercial Recycling Container collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday.

The Contractor shall bring Recovered Materials collected from the Public Drop-off locations to the Authority owned Recovered Materials Processing Facility or an Authority transfer station.

Authority owned Public Drop-off Recycling Collection Containers damaged by the Contractor shall be replaced at no charge to the Authority within three (3) Business Days.

- E. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service.

The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in Exhibit II. The rate set out in Exhibit II shall be adjusted in subsequent years in accordance with Section 6 and the Payment Adjustment Schedule (Exhibit III). The Authority shall provide recycling Containers for commercial customers utilizing a 95 or 101 gallon Container(s) at no charge to the Contractor or customer. The Contractor may be asked to bill the Authority or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service, at the rate set out in Exhibit II, as determined by the Contract Administrator.

- F. Hours of Collection:** Residential Recycling Collection Service shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Dwelling Units receiving Containerized Residential Recycling Collection Service and nonresidential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- G. Routes and Schedules:** Route and schedule changes shall be handled as specified in Section 4, Paragraph F.



H. Replacement of Recycling Containers for Residential Dwelling Units:

1. The Contractor will replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or its personnel (including agents, employees or subcontractors) in accordance with Section 10, and report all such replacements to the Authority. Replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Authority with the cost for replacement containers deducted from the Contractor's monthly fees.
2. The Authority, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Authority and lost or damaged by the occupant of a Dwelling Unit, and the Contractor shall report all such replacements to the Authority.
3. The Contractor shall promptly deliver Recycling Containers or Containers as requested by the Authority on behalf of the residential customers for the purpose of excess Recovered Materials or for new residential customers.

- I. **Contaminated Recovered Materials:** In the event the curbside customer places solid waste in the Recycling Container(s) or Container(s), the Contractor must collect all Recovered Materials and leave the solid waste in the Recycling Container(s) or Container(s). The Contractor must then place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason the solid waste was not collected. Contamination stickers will be provided to the Contractor by the Authority.

In the event the Contractor is unaware that a load of Recovered Materials collected pursuant to Residential Containerized Recycling Collection or Commercial Recycling Collection is commingled with Solid Waste, and the Contractor is charged a disposal fee by the Authority, the Contractor is authorized to make an effort to identify the customer responsible for the contamination and charge the customer the applicable disposal charges based on the size of the container serviced for that customer.

- J. **Recovered Materials Processing Facility:** The Contractor shall deliver all Recovered Materials collected from the Service Area to the Solid Waste Authority RMPF, or a SWA transfer station or other facility designated, in writing, by the Contract Administrator.
- K. **Change in Scope of Recycling Collection Service:** From time to time, at the sole option of the Authority, it may be necessary to modify the scope of Recovered Materials that will be included in Recycling Collection Service. Should this occur, the Authority and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.



6. CHARGES, RATES AND LEVEL OF SERVICES:

- A. Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services with the exception of those specifically excluded, the charges shall be initially based on the rates established in Exhibit II, and as subsequently adjusted pursuant to this Agreement. For all cost components other than fuel, the Contractor shall receive an annual adjustment in the Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service, and Commercial Solid Waste Collection Service and Residential Recycling Collection Service rates. At the end of the first year of this Agreement, and each year thereafter, the adjustment shall be made based on the Refuse Rate Index ("RRI") as set out in Exhibit III.

Additionally, for Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service the Contractor shall receive a monthly fuel price adjustment for the fuel cost component as set out in Exhibit III.

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Authority Board. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Authority and the Contractor.

B. Billing, Collection, and Payments:

1. The Authority will be responsible for the billing and collection of payments for those units included in the Authority's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Authority shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Authority collects from customers for such service. Payments from the Authority to the Contractor will be due and paid no later than the tenth day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the Authority shall provide to the Contractor the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the Authority shall provide to the Contractor a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of this Agreement, the Authority shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Authority's Fiscal Year will be added to the customer service list and payment will be paid by the Authority to the Contractor in the Contractor's



monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Authority to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a Certificate of Occupancy. After the first year of the Agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcel was not included on the annual assessment roll provided by the Authority, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the Authority, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Authority has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the Authority reserves the right to correct any errors of omission or commission per the laws and rules that govern the Authority. In the event the Authority pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.

C. Solid Waste Disposal Costs: Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit II. Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit II. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.

D. Extraordinary Rate Adjustment: The Contractor may petition the Authority at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Authority may request from the Contractor, and the Contractor



shall provide, such further information as may be reasonably necessary in making its determination. The Authority Board, in its sole discretion, may approve or deny the request, in whole or in part, within 120 days of receipt of the request and all other additional information required by the Authority.

- E. Franchise Fee:** To compensate the Authority for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the Authority a fee of three percent (3%) of all gross revenues charged for services or operations conducted in the Service Area. Solid Waste disposal costs paid by the Contractor to the Authority under this Agreement shall be deducted from the gross revenue total prior to calculation of the franchise fee due to the Authority. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. Misrepresentation of revenues by Contractor shall result in the following: 1) Contractor must pay the Authority the calculated difference determined from the misrepresentation within five (5) Business Days; 2) Contractor must pay an additional 20% assessment based on the misrepresented amount; 3) Contractor shall submit a Certified Financial Statement on a quarterly basis for the remainder of the Agreement. Such Certified Financial Statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting practices.
- F. Exclusive Franchise:** Authority agrees to assist the Contractor in taking timely action against any entity violating, and/or in defense of, the Contractor's exclusive franchise rights granted under this Agreement.
- 7. HOLIDAYS:** The Contractor shall not be required to perform Collection on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recovered Material and Vegetative Waste not collected from curbside service customers on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. Residential Solid Waste and residential Recovered Material not collected from container service customers shall be collected on the next Business Day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide collection of Commercial Solid Waste, Commercial Recovered Material, Residential Solid Waste, Vegetative Waste and Residential Recovered Material and provide for operations personnel to accept calls from the Authority and the Contractor's customers.
- 8. SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit II. In the event the requested special service is not included within Exhibit II, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.



9. **PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the Authority with the Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the Authority. Additionally it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recovered Material or solid waste as specified within this Contract to the Authority.

The Commercial Recycling customer will also be notified, by the Authority through the Contractor, about special commercial recycling events, workshops, educational forums and symposiums and other activities, as needed.

10. **TREATMENT OF CONTAINERS:** The Contractor shall collect Residential Solid Waste, Vegetative Waste and Recovered Materials and Commercial Solid Waste and Recovered Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Unless otherwise specified in this Agreement, any Container, Compactor or Recycling Container requiring repair, replacement or delivery for whatever reason shall be repaired and/or replaced or delivered within five (5) Business Days of the request of the customer or the Authority. Unless otherwise specified in the Agreement, any Container, Compactor or Recycling Container damaged by the Contractor or reported in poor condition by the customer or the Authority shall be repaired or replaced at the Contractor's expense. Unless otherwise specified in the Agreement, for Recycling Containers provided to the Contractor by the Authority, the cost of Recycling Containers provided to replace those damaged by the Contractor or reported in poor condition by the customer or the Authority shall be deducted from the Contractor's monthly fees. Garbage Cans shall be replaced as provided for in Section 18. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly re-place the Container, Recycling Container and Garbage Can to the point of collection.

11. **PERSONNEL OF THE CONTRACTOR:**

- A. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- B. Supervisory personnel must be present on all routes to direct operations in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with Contractor's name and office telephone number.
- C. Contractor shall provide personnel sufficient to complete all routes. Supervisory personnel may temporarily operate collection vehicles in an emergency situation.
- D. The Contractor shall keep all contact information provided to the Authority current at all times.
- E. The Contractor's collection employees shall wear a uniform or shirt bearing the company's name during operations.



- F. The Contractor's name and office telephone number shall be properly displayed on all Solid Waste and recycling collection vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recovered Material shall be clearly identified for that purpose.
- G. The Contractor shall provide operating and safety training for all personnel.
- H. The Contractor's employees shall treat all customers in a polite and courteous manner.
- I. The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and email address for all key personnel.
- J. In the event of a dispute between customer and Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his designee as requested by the Authority.
- K. Any employee of the Contractor who removes or diverts Solid Waste or Recovered Materials from the Authority's system without authorization shall be prohibited from providing solid waste or Recovered Materials collection services under this Agreement.

12. SPILLAGE: The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all solid waste, Vegetative Waste and Recovered Materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Authority or the customer within two (2) Business Days unless otherwise specified within this Agreement.

13. SOLID WASTE AND RECOVERED MATERIALS PROCESSING FACILITIES: All Residential Solid Waste, Vegetative Waste, and Recovered Material, and all Commercial Solid Waste and Recovered Material collected by the Contractor in the Service Area(s) pursuant to this Agreement shall be hauled to a Designated Facility. For all Service Areas the Contractor is free to use any suitable Designated Facility.

The Contract Administrator may specify in writing facilities not owned by the Authority as Designated Facilities. These facilities are supplemental to the facilities owned by the Authority. The Authority does not guarantee the continued availability of facilities not owned by the Authority. In the event a Designated Facility not owned by the Authority is unavailable, closes, or has its Designated Facility status revoked, Contractor shall use an alternate Designated Facility at no charge to the Authority.

Facilities managed and operated by the Authority, are periodically closed for maintenance an average of 30 Business Days every five (5) years. In the event a Designated Facility is closed, the Contractor shall take the solid waste, Vegetative Waste and Recovered Materials to another Designated Facility at no charge to the Authority, except as limited herein.



In the event an Authority owned Designated Facility closes more than 30 Business Days in a five (5) year period, for all routes in any Service Area, Contractor shall receive additional compensation for the additional travel time to an alternate Designated Facility. Contractor's rates shall be increased to 1.08 times the rate set out in Exhibit II, as adjusted by Exhibit III, if applicable, for each Business Day the Authority owned Designated Facility is closed in excess of thirty (30) Business Days and for each type of waste or Recovered Material for which acceptance is unavailable.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Curbside Residential Recycling Collection Service or Containerized Residential Recycling Collection Service delivered to the Designated Facility contains more than 10%, by volume of the total load, material which is not Recovered Material or that there is more than 5% fiber products within the commingled Recovered Material or 5% commingled Recovered Material by volume within a load of fiber, the Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Commercial Recycling Collection Service delivered to the Designated Facility contains more than 10% by weight or volume of the total load of solid waste, trash or commingle within a load of paper products, the Authority has the right to reject the load and to charge Contractor the full disposal fee for each ton within the load. The Contractor may pass this cost through to a commercial customer in the event that the Contractor can prove that the customer caused the contamination to the satisfaction of the customer. It is the responsibility of the Contractor to notify the Authority of any customer who has repeatedly contaminated the Recovered Materials.

The Authority currently operates a Dual Stream recycling program for both residential and commercial Recovered Materials. If at any time during the term of this Agreement the Authority begins to accept Single Stream Commercial Recovered Materials, the Authority reserves the right to designate a specific subset of facilities for the receipt and pre-processing of the material. The Authority shall designate at least one facility in each Service Area. In the event the Authority fails to designate at least one facility in a Service Area(s), Contractor's rates for Commercial Recycling Collection for those accounts receiving Single Stream Commercial Recovered Material Collection service shall be increased to 1.08 times the rate set out in Exhibit II, as adjusted by Exhibit III, if applicable, for each Business Day no such designated facility is provided in the Service Area(s).

- 14. COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Collection equipment utilized in this Agreement shall be not more than five (5) years old upon commencement of this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair,



appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be of a dual compartment type (one compartment for paper products; one compartment for other Recovered Material), separate trucks or other equipment that meets industry standards and are approved by the Contract Administrator, and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

15. **VEGETATIVE WASTE:** All Vegetative Waste shall be collected separately from Residential Solid Waste and Recovered Materials. The Contractor must sweep the street clean and rake up any remnants of vegetation remaining following the collection of any Vegetative waste not collected on the regular scheduled Collection day. Contractor is not required to collect debris generated by Land Clearing activity which includes but is not limited to stumps, tree trunks and logs.
16. **SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:** The Contractor shall not be required to collect and dispose of Special Waste.
17. **OFFICE AND EQUIPMENT YARD:** The Contractor shall maintain an office and equipment yard within Palm Beach County where complaints from the Authority and commercial customer inquiries shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and shall be open during normal business hours and shall have local customer service and sales representatives sufficient to provide adequate phone coverage and assistance to customers within their own Service Area(s) from 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide a fax machine with a dedicated fax line and computer to receive complaints from the Authority. If during the term of this Agreement, the transmission of complaints is through electronic media (email), Contractor must have a dedicated computer with internet access to receive, process, and respond to such communication in the same timely manner as when fax communication was utilized. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The Contractor shall provide a contact person for the Authority to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Authority direction or situations requiring immediate attention. An equipment yard must be established within Palm Beach County no later than September 1, 2013. Failure to establish an office and equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the



Contractor is using his best efforts to establish an equipment yard in a timely manner. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area.

- 18. COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or his designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 3:00 p.m. the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than the next regular working day.

When the Contract Administrator or his designee notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint by 3:00 p.m. on the next Business Day after its receipt. If a complaint cannot be resolved by 3:00 p.m. on the next Business Day following scheduled Collection day, the Contract Administrator shall be notified in writing of reason for non-resolution of complaint.

Non-conforming solid waste, Recovered Materials and Vegetative Waste not properly tagged by the Contractor shall be collected by the Contractor by 3:00 p.m. on the next Business Day following scheduled Collection day. Complaints of sloppy service provided by Contractor, including, but not limited to solid waste, Recovered Materials or Vegetative Waste being left in the roadway or Garbage Cans not being returned to point of collection on the scheduled Collection day shall be resolved by 5:00 p.m. on the same day.

The Contractor shall investigate and provide the Contract Administrator or his designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and Garbage Cans, which shall be repaired or replaced within three (3) Business Days. With regard to complaints of damage to or missing Garbage Cans, on an annual basis Contractor, at its expense, shall replace a minimum number of Garbage Cans per Service Area as set forth in Exhibit V. Replacement Garbage Cans shall be similar in size and style as that which was reported as damaged or missing and shall be replaced to the satisfaction of the customer. Once the minimum number of Garbage Can replacements as set forth in Exhibit V has been met, Contractor shall be responsible for replacing, at its expense, any additional Garbage Can(s) determined to be damaged or missing through negligence of Contractor's personnel (including agents, employees or subcontractors) however Contractor shall not be required to replace Garbage Cans which exhibit signs of normal wear and tear. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.



19. QUALITY OF PERFORMANCE OF CONTRACTOR: It is the intent of this Agreement to ensure that the Contractor provides high quality services.

A. Complaints: All complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 3:00 p.m. on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received from curbside customers exceed any of the following percentage(s), which reflect the percentage of the residential curbside customers within the Service Area served by the Contractor during any Fiscal Year, the Contract Administrator shall levy as liquidated damages in the amount of \$200.00 per incident to reimburse the Authority for the cost of receiving, logging, investigating, and following up on the complaint.

Complaint Type	Annual %	Monthly %
Garbage, Trash and Damage	4%	0.5%
Recycling	2%	0.25%
Vegetation	2.5%	0.35%

B. Other Administrative Charges: In addition to the liquidated damages provided for in Subsection 19A related to customer complaints, the Contract Administrator may, without regard to the percentage of customer complaints, also levy liquidated damages at the rate of \$200.00 per day per incident for any other infraction of this Agreement to reimburse the Authority for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

1. Failure to provide clean, safe, sanitary equipment;
2. Failure to maintain office hours as required;
3. Failure to provide documents and reports in a timely and accurate manner;
4. Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, Garbage Can, or mailbox within the required time period;
5. Failure to clean spillage other than the clean-up required by the Palm Beach County Health Department, as provided in Section 19(C)4 below;
6. Failure to cover and or secure materials on collection vehicles;
7. Collection employees out of uniform;
8. Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
9. Failure to provide schedule and route maps;
10. Using an improper truck for the specific service provided;
11. Failure to submit a disclosure notice to either a customer or the Contract Administrator;
12. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Authority, for the purpose of tracking and verifying countywide recycling activity;



13. Failure to collect Recovered Materials, Solid Waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12 month period;
14. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
15. Failure to place a contamination sticker in Recycling Containers, as required;
16. Failure to repair damage to property resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days.

C. Major Prohibitions and Liquidated Damages: The following constitute serious violations of this Agreement that have negative impacts on the Authority, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise.

1. Intentionally commingling Solid Waste, Vegetative Waste and/or Recovered Materials (including commingling recovered fiber with recovered commingle material, or recovered dual stream material with recovered single stream material in the event that the Authority authorizes single stream Commercial Recycling Collection Service) is prohibited and may result in liquidated damages in the amount of \$5,000.00 per incident to reimburse the Authority for the cost of inspecting, sorting, handling and disposing of the contaminated load, and the costs associated with potential injury to employees and workers who are exposed to said contamination, and upon the fifth offense may constitute default of contract and result in loss of Franchise.
2. Changing routes, including the starting point of a route without approval from the Authority or notification to the Authority and the customer is prohibited and will result in liquidated damages of \$2,000.00 per incident to reimburse the Authority for the costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the Authority or customer.
3. Billing commercial customers service charges unauthorized by this Agreement, such as special fuel surcharges, handling charges or billing charges is prohibited and will result in the assessment of liquidated damages in the amount of \$500 per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and the customer, and coordinating the reimbursement to the customer for all non-approved charges. Contractor shall also be required to reimburse the customer for all non-approved charges paid by the customer.
4. Violating the exclusive Franchise in another contractor's Service Area without approval from the Authority is prohibited and will result in the assessment of liquidated damages of \$5,000.00 per incident to compensate



the Authority for managerial, and investigative costs associated with defending and reinstating the exclusive Franchise rights of the Authority's franchisee, in addition to reasonable attorneys fees incurred by the Authority. Additionally, Contractor will be required to pay restitution to the offended contractor in an amount equal to the contractor's lost collection charges at the rate per cubic yard, or pull, whichever is applicable, as of the time of the infraction for every cubic yard, or pull.

5. Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of \$2,500.00 per day, per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Authority retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.
6. The Contractor, providing Collection service on behalf of the Authority, excepting as provided for in Section 5, is required to deliver all Commercial and Residential Solid Waste, Vegetative Waste and Recovered Materials collected pursuant to this Agreement to disposal facilities and/or Recovered Materials Processing Facilities, designated by the Authority. Diversion of these materials to any facility not designated by the Authority without the written consent of the Contract Administrator, whether within or outside Palm Beach County, is prohibited and will result in the following assessments:

The first offense will result in the assessment of liquidated damages in the amount of \$100,000.00 to compensate the Authority for the investigative and legal costs and expenses incurred to ascertain and quantify the extent of the violation. Additionally, in the case of Solid Waste, the Contractor shall reimburse the Authority for lost revenue based on the per ton tipping fee for garbage in effect at the time of the offense for each ton of material diverted, plus reimbursement for lost energy revenues, if any. In the case of Recovered Material, in addition to liquidated damages, the Contractor shall reimburse the Authority for lost net revenue based solely on the then current average commodity value as determined by Authority sales and the then current incremental processing cost paid by the Authority for processing at the Authority-owned Recovered Materials Processing Facility.

The second offense may result in, loss of franchise(s) and a ten (10) year ban on the ability to bid on future Solid Waste Authority of Palm Beach County Solid Waste and recycling collection agreements.

Provided that the Contractor provides timely notification to the Authority, and notwithstanding the above, the parties agree that it is not the intent of



this subsection to punish the Contractor, beyond the payment of restitution, for the random, infrequent or inadvertent actions of an employee, acting in a manner other than as directed by the Contractor, that result in the diversion of materials from an Authority approved facility.

To the extent allowed by law, the imposition of the above liquidated damages is in addition to any fines or penalties that may arise out of any proceeding, criminal or civil, for violations of the Palm Beach County Solid Waste Act (Ch. 2001-331), any Authority rule, or any other Federal, State, or local act, ordinance, resolution or rule.

7. Failure to complete, defined as failing to provide scheduled service to a minimum of 95% of the households, a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of \$1,000.00 for each route/community per day not completed to reimburse the Authority for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional \$1,000.00 assessment for each route/community not completed.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the Governing Board of the Authority in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the Authority Board and present its defense to such assessment. Notwithstanding the foregoing, any individual assessment of liquidated damages in an amount greater than or equal to \$10,000, or loss of Franchise, shall be imposed only upon the prior approval of the Governing Board of the Authority.

The Authority shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Authority Board will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision, for review by Writ of Certiorari in accordance with the applicable Florida Appellate Rules.



D. Filing of Requested Information and Documents:

1. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to solid waste Collection and recycling Collection services that is requested by the Authority. The results of all recycling activity conducted by the Contractor in the Service Area during each month, whether residential or commercial, shall be reported accurately to the Authority, in a format and with such dates as specified by the Authority, on or before the 10th day of the following month.
2. The Contractor shall file and keep current with the Authority all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Authority, in a format acceptable to the Contract Administrator, that all required documents are current and on file with the Authority.
3. The Contractor shall maintain a detailed list of collection vehicles and route schedules and maps for the term of this Agreement and each month shall file a written report of equipment and routes, or as requested by the Contract Administrator, in a format as provided by or acceptable to the Contract Administrator.
4. Annually, no later than the last Business Day of October, the Contractor shall provide the Authority a list of all residential and commercial roll-off compactors or permanent roll-off containers within the Service Area. The list shall include at a minimum the customer name, customer contact person, customer contact telephone number, service address, compactor or container size, Authority decal number, and level of service,
5. Failure to file any document or report within three (3) Business Days of the required filing date, except where granted an extension by the Contract Administrator, may result in the assessment of liquidated damages as authorized pursuant to this Section 19.

- 20. NATURAL DISASTERS:** In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate Agreement, the Authority shall procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the Authority and the debris collection contractor in the aftermath of a natural disaster in an effort to return the county to its pre-disaster state, and resume normal collection services.



21. **FORCE MAJEURE:** Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure event, give written notice to the other party describing the Force Majeure preventing continued performance of the obligations of this Agreement.

22. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the Authority within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the Authority to engage in the business of Collection in Palm Beach County, shall constitute an event of default.

23. **PERFORMANCE BOND:** The Contractor shall furnish to the Authority a performance bond executed by a surety company rated A- VII or higher by A.M. Best & Co., having a successful record of continuous operation, and licensed, admitted and authorized to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit IV, attached. A clean, irrevocable letter of credit or bond, either of which meeting the requirements of this section, may be substituted for the other upon approval by the Authority. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to Authority legal counsel and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the Authority as obligee and it shall provide that bond(s) shall not be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Authority. Current performance bonds evidencing required coverage must be in force and on file at the Authority at all times.

24. **INSURANCE:**

- A. **Worker's Compensation Insurance:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.
- B. **Liability Insurance:** The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such



insurance shall be with an insurance company with a current AM Best Rating of A-VII or better, and authorized to do business in the state of Florida and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain \$5,000,000.00 in umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Authority, a political subdivision of the State of Florida, as an additional insured as its interests may appear and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the Authority. Current certificates of insurance evidencing required coverage must be on file with the Authority at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless Authority under the provisions of Section 26 of this Agreement.

25. **INDEMNIFICATION:** The Contractor will hold the Authority harmless from any and all liabilities, losses or damages the Authority may suffer as a result of claims, demands, costs or judgments against the Authority arising out of the acts or omission of the Contractor or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of this Agreement and the work to be performed thereby. The Contractor shall not be responsible for nor be required to indemnify or hold the Authority harmless for any act, omission, negligence or other liability to the extent caused by the act or omission of the Authority or any one of its employees or agents.
26. **ACCESS AND AUDITS:** The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services for every year of the Agreement and for five (5) years following the end of the term of this Agreement. Upon request, the Authority or its designee shall have the right to review all records maintained by the Contractor upon 48 hours written notice. In the event that the Authority exercises its right to review under this Section within the term of this Agreement or within the five (5) year period following the end of the term of this Agreement, Contractor must then continue to maintain all records until released by the Authority. If the Contractor fails to maintain records as required pursuant to this Section or infringes the Authority's right to review said records at any time during the period beginning on the date of execution of this Agreement and ending on the date five (5) years after the end of the term of this Agreement, or in the event the Authority has exercised its right to review, the date beyond the date five (5) years after the end of the term of this Agreement that the records are released by the Authority, the Authority will suffer damage, the amount of which is difficult or impossible to ascertain. Therefore, as a consequence of the aforementioned failure, and in addition to the liquidated damages specifically provided for in this Agreement, the Contractor shall pay to the Authority, as liquidated damages, the sum of \$1,000,000.
27. **POINT OF CONTACT:** All dealings, contacts, notices, and payments between the Contractor and the Authority shall be directed by the Contractor to the Contract Administrator or designee.



28. **NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO THE CONTRACTOR:

**Local
Advanced Disposal Services Solid Waste Southeast, Inc.
363 Tall Pines Road
West Palm Beach, Florida 33413**

Attention: Joseph Sandora, General Manager

**Corporate
ADS Waste Holdings, Inc.
90 Fort Wade Road, Suite 200
Ponte Vedra, FL 32081**

Attention: General Counsel

28. **NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO THE AUTHORITY:

**Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412**

Attention: Contract Administrator Copy to: Executive Director

AS TO THE CONTRACTOR:

**Advanced Disposal Services Solid Waste Southeast, Inc.
363 Tall Pines Road
West Palm Beach, Florida 33413**

Attention: Charlie Appleby, CEO

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

29. **DEFAULT OF CONTRACT:**

A. The Authority may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:

1. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
2. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void



and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
 4. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Authority pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by Authority to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Authority to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- B. However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the Authority may secure the Contractor's billing records (at the request of the Authority, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim collection services, the Authority may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Authority under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Authority. The cost to provide interim collection service, including all of the Authority's costs, shall be at the Contractor's expense, paid by the Authority and deducted from Contractor's payment(s).
- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of Authority and regardless of whether Contractor has corrected each individual condition of default, Contractor may be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and



collectively, shall constitute a condition of irredeemable default. The Authority shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Authority may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement.

- D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Authority's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and the Authority shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the Authority all direct and indirect costs of providing interim collection service.
30. **PUBLIC WELFARE:** The Authority shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Materials as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to and accepted for by the Contractor, or if the Contractor is a corporation, by an officer thereof. The Authority shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recovered Materials set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and Agreement between the Authority and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.
31. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the Authority at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Authority thereafter to enforce the same. Nor shall waiver by the Authority of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.
32. **TITLE TO WASTE:** The Authority shall, at all times, hold title and ownership to all Commercial Solid Waste, Recovered Materials and Vegetative Waste and Residential Solid Waste, Vegetative Waste, and Recovered Materials and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.



- 33. GOVERNING LAW AND VENUE:** Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.
- 34. COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations and rules.
- 35. SEVERABILITY:** The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
- 36. ASSIGNMENT:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Authority. The Authority shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Authority shall be null and void and shall be grounds for the Authority to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and Authority shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

It is the intent of the parties that no person, corporation or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(s) or holding companies, shall at any time hold or have control of more than three (3) of the four (4) Solid Waste and Recycling Collection Franchise Service Areas identified as Service Area 1, Service Area 2, Service Area 3, and Service Area 4, nor exceed this amount from the acquisition of an additional franchise.

For purposes of this section a parent, subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 10% of the stock or financial interest of another person, corporation or company.

- 37. MODIFICATION:** This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.



- 38. INDEPENDENCE OF AGREEMENT:** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Authority for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- 39. ANNEXATIONS AND INCORPORATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Service Area boundaries and the rights of the parties to this Agreement due to incorporation will be as provided by Florida Statutes Section 165.061, as amended, or its successor.
- 40. CHANGE OF LAW:** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

- 41. OTHER RATE ADJUSTMENTS:** The Authority will strictly enforce all of the provisions of the Franchise Agreement including liquidated damages clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower bidder's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low rate, may, at the Authority's sole discretion, result in cancellation of all Solid Waste and Recycling Collection Franchise Agreements for all Service Areas entered into with the Contractor.
- 42. SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PARTICIPATION**

A. SMALL BUSINESS ENTERPRISE

The Authority Governing Board has set fifteen (15) percent as the Authority's goal for local Small Business Enterprise (SBE) participation in this contract. The percentage of participation shall be calculated by dividing the actual payments made to local certified SBEs providing goods and/or services necessary to support the required services under the agreement by 60% of Net Total Expenses which Net Total Expenses are defined as the total revenues received by Contractor, from any source, to provide the services required by this Agreement less disposal fees paid to the Authority.



The goal is to encourage doing business with local SBEs with certifications from the Palm Beach County Office of Small Business Assistance or any other Florida governmental agency. The Authority does not have a certification program therefore proof of current certification from one of the above listed sources will be required. For the purposes of this requirement, the term "local SBE" means a SBE, certified by the Palm Beach County Office of Small Business Assistance or any other Florida governmental agency, which SBE has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued prior to the issuance of this invitation for bids. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence prior to the issuance of the invitation for bids. A post office box or location at a postal service center shall not constitute a permanent place of business.

Contractor's submitted local SBE plan showing how it will assist the Authority in achieving this goal through local SBE supplier and subcontractor participation or any other method is incorporated into this Agreement. The Authority will require documentary proof semi-annually, acceptable to the Authority, of the implementation, progress, and final outcome of the proposed local SBE plan. Contractor is required to make a Bona Fide Effort to implement the plan, to do business with local SBEs, and to achieve the fifteen (15) percent goal. Failure to make a Bona Fide Effort to implement Contractor's plan and to solicit, encourage, engage and pay local SBEs to provide goods and services related to the collection of solid waste and recovered materials in an effort to achieve the goal shall be considered by the Authority as a failure to perform a material provision of the Contract, and further, shall be cause for debarment in accordance with the SWA Purchasing Manual, Section 11, paragraphs D or E.

Hiring of minority personnel, although laudable, does not qualify for the purposes of meeting the goal. The goal is to encourage doing business with local SBEs with certifications from the Palm Beach County Office of Small Business Assistance (OSBA) or any other Florida governmental agency. The Authority does not have a certification program. Proof of current certification from one of the above listed agencies will be required.

In response to the invitation to bid, the Contractor provided a list of certified local SBE suppliers and subcontractors who will be used on the contract. The Contractor will only be permitted to replace a certified local SBE supplier or subcontractor that appears on this list and who becomes unwilling or unable to perform with another certified local SBE supplier or contractor unless otherwise authorized by the Authority. For the purposes of replacing a listed, local SBE, it shall be sufficient that the replacement SBE have its certification and have established its local headquarters or office, in accordance with the requirements above, at any date prior to the date when Contractor determined that the listed, local SBE needed to be replaced.



For the purposes of this agreement, "Bona Fide Effort" shall mean the obligation to make every effort a similarly situated, prudent business entity operating under similar circumstances would make when acting in a determined manner to obtain the intended result by action or expenditure, which is not unreasonably disproportionate or burdensome under the circumstances. The following actions are required to demonstrate a Bona Fide Effort, the quality, quantity, intensity and timeliness of which shall be used to determine compliance with this Section:

1. Contractor, in the absence of due cause, must use all of the certified local SBE suppliers and contractors listed by the Contractor in its response to the Invitation to Bid, unless the local SBE contractor becomes unwilling or unable to perform. Contractor shall not replace a listed, local SBE until the Authority has confirmed that the listed, local SBE is unwilling or unable to perform. If the Authority agrees that the listed, local SBE is unwilling or unable to perform, the local SBE must be replaced with another certified local SBE supplier or contractor unless otherwise authorized by the Authority.
2. For every procurement, Contractor must consult the list(s) of certified local SBEs, provided by one or more of the following: the Palm Beach County Office of Small Business Assistance or any Florida governmental agency and make a Bona Fide Effort to identify certified local SBEs that provide the supplies or services sought.
3. For every procurement, Contractor shall contact certified local SBEs that provide the supplies or services sought, assess their qualifications and interest to provide the supplies or services sought, and provide them with the opportunity to submit a quote, bid or proposal.
4. Contractor shall thoroughly investigate the capabilities of local SBEs and maintain documentary evidence that it did not reject local SBEs without sound reasons.
5. Contractor shall advertise in general circulations, trade association, and/or small business focused media concerning local SBE supplier and subcontractor opportunities.
6. Contractor shall use the services of community organizations, local SBE contract groups, local or state assistance offices, and other organizations that provide assistance in the recruitment and placement of local SBEs.
7. Contractor shall conduct outreach to foster relationships with local SBEs and the organizations that provide assistance in the recruitment and placement of local SBEs.

The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract and shall allow the Authority to inspect such records upon request.



B. LOCAL BUSINESS PARTICIPATION

The Governing Board of the Authority has made it a priority for this contract that the use of local businesses be maximized by all bidders when selecting subcontractors. For the purposes of this requirement, the term "local business" means a business which has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued prior to the issuance of this invitation for bids. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one (1) of the joint ventures/partners meets the test set forth in this subsection. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence prior to the issuance of the invitation for bids. A post office box or location at a postal service center shall not constitute a permanent place of business.

In response to the invitation to bid, the Contractor provided a list of local businesses that will be used on the contract. That list is incorporated herein as a part of this contract. The Contractor will only be permitted to replace a listed local business that becomes unwilling or unable to perform. To the extent that Contractor is required to replace a listed local business, or if a new subcontracting opportunity becomes available, Contractor shall use Bona Fide Efforts, acceptable to the Authority, to utilize a local SBE and then, if none are available or acceptable, to use a local business to supply the needed goods or services. Bona Fide Efforts, under this local business section, shall be demonstrated by, to the greatest extent possible, taking actions similar to those required to demonstrate Bona Fide Efforts in the SBE section, above. For the purposes of replacing a listed local business, it shall be sufficient that the replacement business have established its local headquarters or office, in accordance with the requirements above, at any date prior to the date when Contractor determined that the listed, local business needed to be replaced.

The Authority will require documentary proof semi-annually, acceptable to the Authority, of the implementation, progress, and final outcome of the Contractor's efforts to utilize local businesses.

The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract and shall allow the Authority to inspect such records upon request.

- 43. PUBLIC ENTITY CRIMES:** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.



- 44. **SUBSTANTIAL COMPLIANCE:** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator or his designee.

- 45. **COMPETENCY TO CONTRACT:** The Contractor expressly recognizes, acknowledges, and agrees the Solid Waste Authority of Palm Beach County is a legally constituted agency, that is, a dependent special district created by the Florida Legislature in Chapter 2001-331, Laws of Florida. Furthermore, the Contractor expressly admits, acknowledges, and recognizes the Authority's jurisdiction and ability to enter into collection franchise agreements in Palm Beach County. The Contractor expressly recognizes, acknowledges and agrees that the Authority has the legal right under Chapter 2001-331, Laws of Florida, to maintain flow control of Solid Waste generated within Palm Beach County, and has the right under 403.7046 F.A.C. to provide for the exclusive collection, transportation and processing of Recovered Materials from single family and multi-family residential properties. The Contractor hereby waives any legal causes of action regarding the Solid Waste Authority's competency and/or ability to enter into solid waste collection franchise agreements.

- 46. **COMMUNITY SERVICE:** The Contractor shall provide collection of debris through means of roll-off Container(s), placement and collection pull service or by mechanical means utilizing a clamshell vehicle throughout each Fiscal Year, at no cost to the Authority or others, for illegal dumping, neighborhood cleanups and special events, including, but not limited to the Great American Cleanup, and other events as requested by the Authority.

Contractor shall pay the cost of loading and transporting containers and/or debris to an Authority approved disposal facility. The Authority shall pay the cost of disposal.

For neighborhood cleanups and special events, Contractor shall provide collection of debris on a schedule as determined by the Authority's community service manager or designee. In the case of illegal dumping that is determined by the Authority to pose a nuisance or danger to the public, Contractor shall provide collection of debris within 24 hours of notice sent by either electronic means or by phone.

The maximum quantity of debris to be collected within each Service Area during each fiscal year of the Agreement is as follows:

Service Area	Cubic Yards
1	1,200
2	900
3	500
4	500

Contractor shall receive a written quarterly report from the Authority to accurately reflect the amount of debris collected each quarter and the total year-to-date.



47. **MOBILIZATION AND PREPARATION:** Prior to the commencement of the term of this franchise Agreement, the Contractor shall prepare for the collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the requirements as set out in Exhibit VII. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit VIII, the Authority has the right to assess and collect as liquidated damages the amount of \$10,000 for each task deadline missed to compensate the Authority for the costs, including additional supervision, associated with assisting the Contractor in getting back on schedule. Failure to meet the deadline of more than two tasks may lead to loss of the exclusive franchise for each Service Area.
48. **OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of Ordinance 2009-049 and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
49. **SCRUTINIZED COMPANIES:** As provided in F.S. 287.135, by entering into this contract with the Authority, or performing any work in furtherance hereof, Contractor hereby certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.



In Witness Whereof, the **Solid Waste Authority of Palm Beach County**, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and **Advanced Disposal Services Solid Waste Southeast, Inc.** has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. [Signature]
2. Barbara Novello

By: [Signature]
Mark Hammond
Executive Director
(Seal)

Approved as to Form and Legal Sufficiency:

By: [Signature]
General Counsel to the Authority

**ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC.:**

Attest:

[Signature]
Corporate Secretary
Assistant

By: [Signature]
(Corporate Seal)

Witness:

1. [Signature]
2. Lauren Perkins

Name: Charlie Appleby, CEO
Title: Chief Executive Officer

Approved by Authority Board on February 13, 2013, Item No. 9.G.1



Solid Waste and Recycling Collection Franchise Agreement

Exhibits

EXHIBIT I**Solid Waste Authority Franchise Area Boundaries**

Description of the boundaries of franchise known as **Service Area 1** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	41
1 thru 36	41	41
1 thru 18, 22, 23, 24, 25, 26, 27, 34, 35, 36	42	41
1, 2, 3, 10, 11, 12, 13, 24, 25, 36 (north of and inclusive of the north side of SR 80)	43	41
1, 12 (north of and inclusive of the north side of Forest Hill Blvd)	44	41
25, 26, 27, 31, 32, 33, 34, 35 36	40	42
1 thru 36	41	42
1 thru 36	42	42
1 thru 36	43	42
1 thru 12 (north of and inclusive of the north side of Forest Hill Blvd)	44	42
30, 31, 32	40	43
5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33	41	43
3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34	42	43
3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34	43	43
3, 4, 5, 6, 7, 8, 9, 10 (north of and inclusive of the north side of Forest Hill Blvd)	44	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Description of the boundaries of franchise known as **Service Area 2** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	40
1 thru 36	41	40
1 thru 36	42	40
1 thru 36	43	40
1 thru 36	44	40
19, 20, 21, 28, 29, 30, 31, 32, 33	42	41
4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 26, 27, 28, 29, 30, 31, 32, 33, 34, 35	43	41
2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 thru 40	44	41
9, 10 (south of and inclusive of the south side of Forest Hill Blvd)	44	42
13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42	44	42
1 thru 6	45	41
1 thru 6	45	42
7, 8, 9, 10 (south of and inclusive of the south side of Forest Hill Blvd), 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34	44	43
3, 4, 5, 6	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Description of the boundaries of franchise known as **Service Area 3** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
1 thru 36	45	40
1 thru 36	46	40
1 thru 24	47	40
7 thru 36	45	41
1 thru 36	46	41
1 thru 30	47	41
7, 8, 17, 18, 19, 20, 29, 30, 31, 32	45	42
9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24 (east of and inclusive of the east side of the Florida Turnpike and north of and inclusive of the north side of Boynton Beach Blvd)	45	42
5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32	46	42
5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32	47	42
7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22 (north of and inclusive of the north side of Boynton Beach Blvd)	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Description of the boundaries of the franchise known as **Service Area 4** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
25, 26, 27, 28, 33, 34, 35, 36 (south of and inclusive of the south side of Boynton Beach Blvd and east of and inclusive of the Florida Turnpike)	45	42
1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36 (east of and inclusive of the east side of the Florida Turnpike)	46	42
1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36 (east of and inclusive of the Florida Turnpike)	47	42
27, 28, 29, 30, 31, 32, 33, 34 (south of and inclusive of the south side of Boynton Beach Blvd)	45	43
3 thru 33	46	43
4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 29, 30, 31, 32	47	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

EXHIBIT II
APPROVED RATE SCHEDULE
SERVICE AREA 2
FY 2014-2015 MONTHLY RATES

RESIDENTIAL COLLECTION (PER UNIT)

Services	Curbside Service	Containerized Service
Solid Waste	\$5.96 (2x/wk)	\$4.47 (2x/wk avg)
Vegetative	\$4.47 (1x/wk)	XXXXXXXX
Recycling	\$3.00 (1x/wk)	\$2.25 (1.5x/wk avg)
Total:	\$13.43	\$6.72

COMMERCIAL COLLECTION

Container Solid Waste Collection Rate	\$3.25 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$4.06 (1.25x the container collection rate)
Commercial Recycling Collection Rate	\$1.70 per cubic yard
Small Business Generator (less than 1 cubic yard per week)	\$28.00 per month (\$14.00 collection and \$14.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$10.00
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$185 per pull
Roll-off Collection Rate	\$150 per pull

SPECIAL SERVICES RATES ESTABLISHED BY THE AUTHORITY
(Not to be Adjusted during the Term of the Agreement)

SERVICE	RATE PER SERVICE
Rolling Out Commercial 95 or 101 Gallon container with 10 or more feet per direction	\$1.00 (no charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per service per container
Back Door Service (Residential Curbside Only)*	\$22.00 per dwelling unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year)	\$25.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or special equipment required because of impaired accessibility	Negotiable
Turn around compactors (commercial customer only)	\$10.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$9.00 Per CY
Residential Mixed Collection (vegetation with C&D and/or bulk)	\$22.00 Per CY

* No charge for residents medically unable to bring solid waste or Recovered Materials to curbside as delineated in Section 4.

MONTHLY CONTAINER RENTAL RATES ESTABLISHED BY THE AUTHORITY*(Not to be Adjusted during the Term of the Agreement)*

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking mechanism
2 YD	\$20.00
3 YD	\$21.00
4 YD	\$22.00
6 YD	\$25.00
8 YD	\$27.00

Capacities in between these values can be obtained by interpolation.
 Capacities outside of these values can be obtained by extrapolation.

COMMERCIAL SOLID WASTE AND VEGETATIVE DISPOSAL CHARGE CALCULATION

The Authority will determine the commercial disposal fee rates (\$/cubic yard) each Fiscal Year based on a calculation supplied by the Authority and the tipping fee. The calculation for non-compacted Garbage and Trash is 134 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. Commercial non-compacted Vegetation is calculated at 275 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. The compacted rate for commercial solid waste or vegetative waste may be billed at either actual expense or three times the rate for non-compacted solid waste or vegetative rate, respectively.

In the unlikely event the Authority charges a tipping fee for Recovered Materials, the Contract Administrator will determine the conversion factor and calculate the factor times the tipping fee for Recovered Materials. The Contractor will be responsible for billing Commercial Recycling Collection customers for the Recovered Materials disposal fee.

RESIDENTIAL SOLID WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Garbage Tipping Fee	Annual Credit per unit
I	Single Family	1.10	x	=
II	Multi-family, 4 or less units	0.67	x	=
III	Mobile Homes	1.10	x	=
IV	Multi-family, more than 4 units	0.74	x	=

RESIDENTIAL VEGETATIVE WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Vegetation Tipping Fee	Annual Credit per unit
I	Single Family	0.85	x	=
II	Multi-family, 4 or less units	0	x	=
III	Mobile Homes	0.58	x	=
IV	Multi-family, more than 4 units	0	x	=

EXHIBIT III

PAYMENT ADJUSTMENT SCHEDULE

A. Annual Adjustment

The annual adjustment shall be applied to the base residential and commercial collection rates as shown in Exhibit II and as provided within this Agreement.

- 1) The following cost components and weights shall be used to calculate the annual adjustment for all components except for fuel:

Labor	35%
Vehicle Maintenance	05%
Maintenance	10%
Other/Administration	40%

- 2) The following indices are used to calculate the adjustment for each cost component category. The change in each index shall be calculated by dividing the average of the index over the twelve month period ending the December preceding the effective date of the adjustment by the average over the previous twelve month period.

Cost Component

Labor	<p>Index: Employment Cost Index, Series ID CIU2015600000000I, Not Seasonally Adjusted; Compensation – Total Compensation; Sector – Private Industry; Periodicity - Quarterly Index Number; Industry/Occupation – Administrative and Support and Waste Management and Remediation Services (see Note 2 below)</p>
Vehicle Replacement	<p>Index: Producer Price Index - Commodities, Series ID WPU141106, Not Seasonally Adjusted; Group – Transportation Equipment; Item – Trucks over 14,000 lbs. GVW.</p>
Maintenance	<p>1/3 Labor:</p> <p>Index: Producer Price Index - Commodities, Series ID WPU141106, Not Seasonally Adjusted; Group – Transportation Equipment; Item – Trucks over 14,000 lbs. GVW.</p>

2/3 Parts:

Index:

Consumer Price Index – All Urban Consumers, Series ID CUUR0000SETC, Not Seasonally Adjusted; Area – U.S. City Average; Item – Motor Vehicle Parts and Equipment.

Other

Index:

75% of:

Consumer Price Index – All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted; Area – U.S. City Average; Item – All Items.

Notes:

- (1) All indices as published by the United States Department of Labor, Bureau of Labor Statistics (www.bls.gov).
- (2) Labor Index uses average of four quarterly periods. All others use average of twelve monthly periods.
- (3) The percentage weight for each cost component is multiplied by the change in each appropriate index to calculate a weighted percentage change for each component cost factor. The weighted percentage changes for each cost component are added together to calculate the Refuse Rate Index, as follows:

RRI Sample

Cost Component	Weight	Source	% Change	% Weighted Change
Labor	35%	ECI	1.20%	0.42%
Vehicle Replacement	5%	PPI - Trucks	3.74%	0.19%
Maintenance Labor & Parts	10%	1/3 PPI 2/3 CPI	3.21%	0.32%
Other	40%	CPI - All Items	1.84%	0.55%
Total	90%	at 75%		1.48% RRI

B. Monthly Fuel Adjustment (Fuel Surcharge/Credit)

The rates subject to adjustment shall be subject to a monthly fuel price surcharge/credit for fluctuations in the price of fuel. For the purpose of this Agreement, fuel is assumed to represent 10% of the Contractor's costs therefore 10% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

For the rates subject to adjustment, a monthly fuel surcharge/credit shall be charged/credited basis based on the percentage change in the monthly average price of fuel as published by the Oil Price Information Service (OPIS) and measured by the OPIS Standard Rack, OPIS No. 2 Distillate Gross Prices, Unbranded Average for Miami, Florida between the month of November 2012 and the month two (2) months prior to the effective date.

For example:

For the month of October 2013, the fuel surcharge/credit shall be calculated by dividing the reported unbranded average price for August 2013 by the unbranded average price for November 2012, multiplying the result by ten (10) percent of the bid or Authority established price, and subtracting ten (10) percent of the bid or Authority established price.

Assuming:

Index for November 2012	315.98
Index for August 2013	340.67
Commercial Solid Waste Collection Rate (per yd.)	\$3.25

$$\text{Surcharge: } 340.67/315.98 \times .10 \times 3.25 - (.10 \times 3.25) = \$.0254$$

The surcharge/credit shall be rounded to the nearest cent, which in this example would result in a \$.03 per cubic yard surcharge.

EXHIBIT IV
PERFORMANCE BOND REQUIREMENT

The annual performance bond due to the Authority from the Contractor is calculated as:

Gross Annual Revenues (Minus Disposal Fees paid to the Authority) x 1/3 = Performance Bond Required

Sample Performance Bond Requirement

Gross Revenue	\$2,450,000
Less Disposal Fees	<u>750,000</u>
	\$1,700,000

Annual Performance Bond Requirement = $0.3333 \times \$1,700,000 = \$566,667$

EXHIBIT V**ANNUAL GARBAGE CAN REPLACEMENT
MINIMUM REQUIREMENTS**

Service Area	Number of Garbage Cans
1	150
2	150
3	150
4	150

The replacement must be similar in style, material, quality and capacity to that which was damaged or reported as missing and replaced to the satisfaction of the customer within the timeframe required by the Agreement.

EXHIBIT VI

MONTHLY FINANCIAL REPORTING FORMAT

The Contractor shall submit to the Authority within forty-five (45) days of the end of each month a revenue statement prepared in accordance with general accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate monthly statements will need to be submitted: two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this franchise Agreement is shown below.

Advanced Disposal Services Solid Waste Southeast, Inc.

Statement of Revenues and Disposal Expenses

(Residential or Commercial) Service Area 2

For (month, year) ended (month, year)

Revenues:

(list by type - commercial and residential, including collection rates, container rental, special service rates, etc.)

\$ _____

Total Revenue:

\$ _____

Disposal Expenses:

Disposal fees paid to the Authority

\$ _____

Net

\$ _____

Franchise Fees (Net x .03%)

\$ _____

"The Accompanying Notes are an Integral Part of this Statement"

**EXHIBIT VII
AUTHORITY PUBLIC DROP-OFF RECYCLING CONTAINERS**

SERVICE AREA 2						
Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Atlantic Property & Equipment	4601 10th Ave N	Lake Worth, FL 33463	2	Mon	1	1
Duthie-FreemanCentre Condo	4400-4401 Charlotte St	Lake Worth, FL 33461	2	Mon	1	1
Kings Liquor	7099 Lake Worth Rd	Lake Worth, FL 33467	2	Mon - Thurs	2	1
Lion Country Safari	2003 Lion County Safari Rd	Loxahatchee, FL 33414	2	Wed - Sat	2	2
Nassau Square	7721 Lake Worth Rd	Lake Worth, FL 33467	2	Mon	1	1
Palm Beach State College	4200 Congress Ave	Lake Worth, FL 33461	2	Mon - Thurs	2	6
Palm Coast Plaza	3044 Military Tri S	Lake Worth, FL 33463	2	Wed	1	1
PBC - Fire Rescue Station #35 (Lantana)	2501 Lantana Rd W	Lantana, FL 33462	2	Mon - Thurs	2	2
Plantation Plaza	2650 Military Tri S	West Palm Beach, FL 33415	2	Wed - Sat	2	2
SWA CCTS	1810 Lantana Rd	Lantana, FL 33462	2	Mon - Wed - Fri	3	1
The Marketplace	7350 Lake Worth Rd	Lake Worth, FL 33463	2	Mon - Thurs	2	2
Vi at Lakeside Village	2792 Donnelly Dr	Lake Worth, FL 33462	2	Mon - Wed	2	1
Worth Plaza	7111 Lake Worth Rd	Lake Worth, FL 33467	2	Mon - Thurs	2	3
			13 Stops			24
Flagler Square	1860 Forest Hill Blvd	Lake Clarke Shores, FL 33406	Lake Clarke Shores	Thurs	1	1
			1 Stop			1
Fun Depot	2001 10th Ave N	Lake Worth, FL 33461	Lake Worth	Mon - Thurs	2	2
Gaslight Business Park Condo Assoc Inc	1937 10th Ave N	Lake Worth, FL 33467	Lake Worth	Mon - Thurs	2	2
Lake Worth Commerce Center	1100 Barnett Dr	Lake Worth, FL 33463	Lake Worth	Mon - Thurs	2	2
			3 Stops			6
Family Matters (WIC, Lantana)	1216 Lantana Rd W	Lantana, FL 33462	Lantana	Mon - Thurs	2	1
Lantana Municipal Beach	100 Ocean Ave	Lantana, FL 33462	Lantana	Mon	1	2
Leisureville Press	635 Gator Dr	Lantana, FL 33462	Lantana	Wed - Sat	2	1
			3 Stops			4
Hotshots Paintball	16169 Southern Blvd	Loxahatchee Groves, FL 33470	Loxahatchee Groves	Wed	1	1
PBC - Fire Rescue Station #21 (Loxahatchee)	14200 Old Okeechobee Blvd	Loxahatchee Groves, FL 33411	Loxahatchee Groves	Wed - Sat	2	2
			2 Stops			3
Janitors Supply Outlet	3395 Lake Worth Rd Ste 14	Palm Springs, FL 33461	Palm Springs	Mon	1	1
Locks of Love	2925 10th Ave N	Palm Springs, FL 33461	Palm Springs	Mon	1	1
			2 Stops			2
Royal Palm Professional Center	11440 Okeechobee Blvd	Royal Palm Beach, FL 33411	Royal Palm Beach	Sat	1	1
			1 Stop			1
Boys and Girls Club of PBC, Inc.	3401 South Shore Blvd	Wellington, FL 33411	Wellington	Wed	1	1
Chancellor Corp Center	12008 South Shore Blvd	Wellington, FL 33414	Wellington	Wed	1	1
Collision Physician	3060 Fairlane Farms Road	Wellington, FL 33414	Wellington	Wed	1	1
Commerce Park/Forum Publication	11496- 11576 Pierson Road	Wellington, FL 33414	Wellington	Wed	1	1
Commerce Park/Tri-City Flooring	11586 Pierson Rd	Wellington, FL 33414	Wellington	Wed	1	1
Estates, The	2301 Wellington Green Dr	Wellington, FL 33414	Wellington	Wed - Sat	2	1
Fortune Way G Building	11320 Fortune Circle	Wellington, FL 33414	Wellington	Wed - Sat	1	1
Lake Wellington Professional Center	12230 Forest Hill Blvd #110	Wellington, FL 33414	Wellington	Wed	1	1
PS Business Park	3132 Fortune Way	Wellington, FL 33414	Wellington	Wed	1	1
Shoppes at Chancellor	12020 South Shore Blvd #400	Wellington, FL 33414	Wellington	Wed - Sat	2	1
Village Walk of Wellington	2500 Village Walk Cir	Wellington, FL 33414	Wellington	Wed	1	1
Wellington Country Plaza	12789 Forest Hill Blvd W #E	Wellington, FL 33414	Wellington	Wed - Sat	2	6
Wellington, Village of	14000 Greenbriar Blvd	Wellington, FL 33414	Wellington	Wed	1	1
			13 Stops			18
			Municipal Stops			25 Stops
			Total Stops		Total Municipal Containers	35
					Total All Containers	59

*Quantity - All containers are 8 cubic yard containers unless otherwise noted.


EXHIBIT VIII**MOBILIZATION AND PREPARATION**

Task	Completion Deadline
Hire Operations Manager and provide verification to SWA	4/15/13
Submit Residential Curbside Routing to SWA	5/3/13
Provide SWA with truck orders or verification of vehicle source(s)	6/3/13
Hire supervisors and provide verification to SWA	7/5/13
Secure container source and provide verification to SWA	7/5/13
Equipment yard and office sited and set up	8/23/13
Office and accounting staff hired and in place	8/23/13
Maintenance staff hired and in place	8/23/13
Disposal bond in place with SWA for October 1, 2013	8/23/13
Provide transition report to SWA outlining plan to minimize disruptions during transition period	9/2/13
Secure vehicles	9/2/13
Supervisors run routes	9/2/13 through 9/30/13
Drivers hired and in place	9/13/13
Drivers and supervisors run routes	9/13/13 through 9/30/13
Disclosure notices mailed to commercial customers	9/13/13

Sixteenth Order of Business

MEMORANDUM

To: Mayor Roger Manning
City Council Members

From: Pam E. Booker, City Attorney 
Ken Cassel, City Manager

Date: December 4, 2017

Subject: Florida Power & Light Franchise Agreement

Attached please find an ordinance for the City of Westlake granting a franchise agreement to Florida Power and Light ("FP&L"), its successors and assigns for the purposes of providing electric services within the jurisdictional boundaries for the Westlake. The franchise agreement is for a term of thirty (30) years. FP&L has requested utilization of the City's public rights of way for the provision of electric services to the residential and non-residential service users. The ordinance will grant FP&L a non-exclusive right to utilize the public right of ways to serve properties within the City of Westlake's boundary. In exchange for the utilization of the public rights of way, FP&L has agreed to pay the Westlake six percent (6%) of the monthly billings, commencing ninety (90) days after the effective date of this ordinance. There are a few exceptions to the six percent, found in paragraph five of the agreement.

The ordinance has been reviewed and approved by the City Manager, the City Attorney and Patrick Bryan, attorney for FP&L. We would recommend approval of the ordinance, which will come back for second reading on January 8, 2018. Should you have any questions, please do not hesitate to contact me at (772) 971-8676.

December 11, 2017 First Reading
January 8, 2017 Second Reading

ORDINANCE NO. 2017- 8

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WESTLAKE, FLORIDA, GRANTING TO FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE AGREEMENT, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF WESTLAKE; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Westlake Florida, recognizes that the City of Westlake and its citizens need and desire the continued benefits of electric services; and

WHEREAS, the provisions of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provisions of such service in addition to costly administrative functions and the City of Westlake does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FP&L) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, the City of Westlake is a newly incorporated municipality in Palm Beach County and the City desires to enter into an Agreement with FP&L, its successors and assigns, a thirty (30) year electric franchise agreement; and

WHEREAS, the City of Westlake and FP&L desires to enter into an Agreement providing for the payment of fees to the City of Westlake for the nonexclusive right and privilege of supplying electricity and other services within the City of Westlake in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City of Westlake free of competition from the City of Westlake pursuant to certain terms and conditions; and

WHEREAS, the City Council for the City of Westlake deems it to be in the best interest of the City of Westlake and its citizens to enter into this Electric Franchise Agreement.

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

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for a period of thirty (30) years from the effective date hereof, the non-exclusive right, privilege and franchise (hereinafter called "franchise") to

construct, operate and maintain in, under, upon, along, over an across the present and future roads, streets, alleys, bridges, easements, right-of-ways and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Westlake, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including without limitation, conduits poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public right-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonable sufficient, adequate and efficient electric service to all of its customers and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public right-of-way unless or until widening otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public right-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulations as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever, (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal (6.0%) of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FP&L's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed (6.0%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (services for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Palm Beach County, Florida, where the number of Grantee's active electrical customers is equal to or less than the number of Grantee's active electrical

customers within the incorporated area of the Grantor, the terms of which provide for the payment of franchise fees by the Grantee at a rate greater than 6.0% of the Grantee's residential, commercial and industrial revenues (as such customers are defined by FP&L's tariff), under the same terms and conditions as specified in Section 5, hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 5 hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other Palm Beach County municipality, provided however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other Palm Beach County municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 7. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provision of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person provided; however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and

conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously identified facilities of the Grantor for a term no shorter than the offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 8. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantors Clerk and termination shall be effective on the date of delivery of such notice.

Section 9. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action,

terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's City Manager and City Attorney and termination shall take effect on the date of delivery of such notice.

Section 10. Failure on the part of the Grantee to comply in any substantial respect with any of the provision of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case may require.

Section 11. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-ways, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 12. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such

records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the grantor whose fee, in whole or in part, for conducting such audit is contingent on the findings of the audit.

Section 13. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 14. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 15. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's City Manager within thirty (30) days of adoption of this ordinance. This ordinance shall be effective upon the date the Grantee files such acceptance with the City Manager.

PASSED this _____ day of December, 2017 on first reading.

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

 City of Westlake
 Roger Manning, Mayor

 Sandra DeMarco, City Clerk

 City Attorney
 Pam E. Booker, Esq.